



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
March 5, 2019**

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, MARCH 5, 2019
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 FEBRUARY 5, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 15, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

- Acceptance of Camera Donation from Camp family
- Fire Dept and EMCC Recognition

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

INTERVIEW OF DR. SIMON KIM FOR THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING ON THE CONSIDERATION OF AMENDING STARKVILLE ORDINANCE SECTION 82-6 RELATING TO THE DISCHARGE OF FIREARMS TO ALIGN WITH STATE STATUE 45-9-53.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI SEEKING APPROPRIATION FROM THE MISSISSIPPI LEGISLATURE FOR THE REMEDIATION AND CLOSING COSTS OF THE JOINT CITY OF STARKVILLE AND OKTIBBEHA COUNTY CLASS I LANDFILL.

X. BOARD BUSINESS

A. CONSIDERATION OF AMENDING STARKVILLE ORDINANCE SECTION 82-6 RELATING TO THE DISCHARGE OF FIREARMS TO ALIGN WITH STATE STATUE 45-9-53.

B. DISCUSSION AND CONSIDERATION OF HIRING A COMMUNITY DEVELOPMENT DIRECTOR.

C. RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF NEGOTIABLE INTEREST-BEARING COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR IMPROVING, REPAIRING AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF SAID MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE SERIES 2019 BONDS; AND PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF SAID SYSTEM IN AMOUNTS SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2019 BONDS; MAKING PROVISION FOR A BOND AND INTEREST FUND, A DEPRECIATION FUND, A CONTINGENT FUND, AN IMPROVEMENT FUND, AN OPERATION AND MAINTENANCE FUND, AND A REVENUE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE SERIES 2019 BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2019 BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2019 BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2019 BONDS; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO LEASE AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD TO ROBERT WARD, THE SOLE BIDDER AT \$2,260.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE ANNUAL KING COTTON CRAWFISH BOIL TO BE HELD MAY 10, 2019 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD A NEW SPECIAL EVENT CALLED TACO HOP TO BE HELD APRIL 16, 2019 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- c. CONSIDERATION OF VA 19-02 A REQUEST BY TEP STARKVILLE LLC FOR VARIANCE RELIEF FROM FRONT SETBACK REQUIREMENTS ON TWO PROPERTIES LOCATED APPROXIMATELY 360' SOUTHEAST OF THE CENTER OF THE INTERSECTION OF HIGHWAY 12 EAST AND PAT STATION ROAD DIRECTLY EAST OF THE LA QUINTA INN IN AN C-2 AND R-5 ZONING DISTRICT WITH THE PROPERTY #117-25-021.00.
- d. CONSIDERATION OF VA 19-03 A REQUEST BY CYNTHIA HOOD ON BEHALF OF DR. LINDSEY WARNER TO ALLOW FOR A SIGN WITHIN FIVE FEET OF THE PROPERTY LINE LOCATED 303 HOSPITAL ROAD IN A C-1 ZONE WITH THE PARCEL # 118J-00-042.00.
- e. CONSIDERATION OF VA 19-04 A REQUEST BY NEIL COUVILLION FOR A VARIANCE FROM FRONT SETBACK REQUIREMENTS FOR A PROPOSED SINGLE FAMILY HOME IN A R-5 ZONE LOCATED AT 105 GILLESPIE ST. WITH THE PARCEL # 102A-00-196.00.
- f. CONSIDERATION OF VA 19-05 A REQUEST BY BALTON SIGN CO. FOR VARIANCE RELIEF FROM WALL SIGN SIGNAGE SIZE REQUIREMENTS FOR A BUSINESS LOCATED AT 1301 STARK ROAD IN A C-2 WITH THE PARCEL #103H-00-016.07.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 26, 2019 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.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR A LINEMAN IN THE STARKVILLE ELECTRIC DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE KARLI STRINGLER AS A DIGITAL MEDIA/COMMUNICATION SPECIALIST INTERN FOR THE CITY OF STARKVILLE.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF A FACILITY USE AGREEMENT WITH CROSSPOINT CHURCH.
2. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH SWING ELITE 11U FOR USE OF A BASEBALL FIELD.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 3 NEW POLICE VEHICLES AT \$82,845.00 FROM STATE CONTRACT 8200042004.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM CONSOLIDATED PIPE & SUPPLY, FOR THE PURCHASE OF A PIPE INSPECTION CAMERA (PUSH CAMERA) FOR THE WATER DIVISION IN THE AMOUNT OF \$8,570.00.
2. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM LEWIS ELECTRIC INC, FOR THE CONSTRUCTION OF SOUTH MONTGOMERY AT ACADEMY ROAD TRAFFIC SIGNAL RENOVATIONS IN THE AMOUNT OF \$97,600.00.

3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WREN BODY WORK FOR THE PURCHASE OF A TRUCK UTILITY BED FOR THE WATER DIVISION IN THE AMOUNT OF \$8,467.72.
4. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM FORTERRA PIPE & PRECAST FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF \$5,490.98.
5. CONSIDERATION OF A RESOLUTION BY THE CITY OF STARKVILLE BOARD OF ALDERMEN TO RESCIND A JOINT SEWER BILLING AND DISCONNECTION AGREEMENT WITH THE OKTOC COMMUNITY WATER ASSOCIATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PROSPECTIVE LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 19, 2019 @ 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: 3-05-19
PAGE: 1 of 81

SUBJECT: Request approval of the minutes of the February 5, 2019 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 February 5, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
February 5, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on February 5, 2019 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 and Roy A.' Perkins 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 to amend the deadline for advertising in Item IX. B. to February 14, 2019. The Mayor also asked that Item X. D. be removed from consent and amended to "Call for a Public Hearing amending Starkville Ordinance Section 82-6 relating to the discharge of firearms to comply with State Statue 45-9-53."

Alderman Miller asked to add all three sets of minutes to consent.

Alderman Perkins asked to remove the following from consent:

- IX. C. Advertising for position of Municipal Judge Pro Tempore
- X. B. Ad Hoc Recycling Committee
- XI. H. 1. Lease of Surveillance Cameras
- XI. I. 1. Certified Playground Safety Inspector Course
- XI. I. 2. Premier Cup Soccer Tournament Sponsorship Packet

Alderman Walker asked to move item XI. B. 2. a. (PP 19-01 and FP 19-01) to VIII. B in that it is related to item A (CU 19-01).

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 Miller offered a motion, duly seconded by Alderman Little, to approve the February 5, 2019 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: Absent

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, FEBRUARY 5, 2019
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 JANUARY 2, 2019 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JANUARY 15, 2019 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introduction: Kenya Bibbs – Police Officer

Acknowledgement of Planet Recess for Moncrief Park Playground

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

PRESENTATION BY JEREMIAH DUMAS AND A PUBLIC HEARING FOR THE S.M.A.R.T. PROGRAM.

INTRODUCTION AND PRESENTATION BY MISS STARKVILLE 2019, MIKAYLA POINDEXTER.

VIII. PUBLIC HEARING

A. PUBLIC HEARING AND CONSIDERATION OF CU 19-01 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR TWO DWELLINGS, SINGLE FAMILY, DETACHED ON TWO PROPOSED LOTS AT 104 AZALEA LANE IN A C-1 ZONE WITH THE PARCEL NUMBER 102O-00-029.00.

B. CONSIDERATION OF PP 19-01 AND FP 19-01 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING 0.99-ACRE PARCEL INTO 3 LOTS 104 AZALEA LANE IN A C-1 ZONING DISTRICT WITH THE PARCEL NUMBER 102O-00-029.00.

C. PUBLIC HEARING AND CONSIDERATION OF CU 19-02 A REQUEST FOR CONDITIONAL USE BY TEP STARKVILLE, LLC TO ALLOW RESIDENTIAL DWELLING UNITS TO BE PLACED IN A C-2 ZONE AS PART OF A MIXED-USE DEVELOPMENT LOCATED APPROXIMATELY 360' SOUTHEAST OF THE CENTER OF THE INTERSECTION OF HIGHWAY 12 EAST AND PAT STATION ROAD DIRECTLY EAST OF THE LA QUINTA INN WITH THE PARCEL NUMBER 117-25-021.00.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE EXTENSION OF THE CONTRACT WITH RETAIL STRATEGIES FOR THE PURPOSE OF ECONOMIC DEVELOPMENT OF RETAIL GROWTH IN THE CITY OF STARKVILLE.
- B. CONSIDERATION AND APPROVAL OF ADVERTISING FOR LETTERS OF INTEREST FOR AN APPOINTMENT TO A POSITION ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, WITH THE DEADLINE FOR THE LETTERS OF INTEREST BEING 5:00 P.M., ON FEBRUARY 14, 2019.
- C. DISCUSSION AND CONSIDERATION OF THE ADOPTION OF A JOB DESCRIPTION AND ADVERTISING FOR THE POSITION OF MUNICIPAL JUDGE PRO TEMPORE IN ACCORDANCE WITH THE STATE STATUTE MS CODE §21-23-9.
- D. CONSIDERATION OF INCREASING THE MONTHLY SANITATION RESIDENTIAL RATE BY \$1.50 TO \$16.75 AND THE COMMERCIAL SANITATION RATE BY \$5.00 MONTHLY.
- E. CONSIDERATION OF SETTING AN IN PERSON INTERVIEW FOR DR. SIMON KIM FOR THE BOARD MEETING OF FEBRUARY 19, 2019.
- F. CONSIDERATION FOR MEMBERS OF THE MAYOR'S YOUTH COUNCIL TO ATTEND THE 12TH ANNUAL MML STATEWIDE YOUTH LEADERSHIP SUMMIT IN OXFORD, MS ON MARCH 1-2, 2019 WITH REGISTRATION IN THE AMOUNT OF \$25.00 PER PERSON WITH HOTEL ACCOMMODATIONS AT \$109.00 PER NIGHT.
- G. CONSIDERATION OF AUTHORIZING CITY ATTORNEY CHRIS LATIMER AND SLAUGHTER AND ASSOCIATES TO DRAFT AN ANNEXATION ORDINANCE IN ANTICIPATION OF PURSUING THE ANNEXATION OF AREAS A & B OR AREA A AS DIRECTED BY THE BOARD.
- H. CONSIDERATION AND APPROVAL OF A RESOLUTION IN OPPOSITION TO SENATE BILL 2684 EXPANDING THE DEFINITION OF MUNICIPAL SOLID WASTE AND IMPAIRING THE ABILITY OF STATE WASTE AUTHORITIES TO CONTINUE OPERATION AND MEET FINANCIAL OBLIGATIONS AND ALLOWING WASTE FROM FOR PROFIT ENTITIES TO DISPOSE OF WASTE IN WAYS POTENTIALLY HARMFUL TO PUBLIC HEALTH AND NATURAL RESOURCES.

X. BOARD BUSINESS

- A. CONSIDERATION OF APPROVING THE APPOINTMENT OF JIMMY RICHARDSON, THE SOLE APPLICANT, TO THE AIRPORT BOARD FOR A TERM FROM JANUARY 1, 2019 TO DECEMBER 31, 2022.
- B. CONSIDERATION OF APPOINTING AN AD HOC RECYCLING COMMITTEE OF UP TO SEVEN MEMBERS TO EVALUATE RECYCLING PRACTICES IN THE CITY OF STARKVILLE.
- C. CONSIDERATION OF THE ADOPTION OF A CONCERTED COMMUNITY REVITALIZATION PLAN FOR THE CITY OF STARKVILLE.
- D. CONSIDERATION TO CALL FOR A PUBLIC HEARING AMENDING STARKVILLE ORDINANCE SECTION 82-6 RELATING TO THE DISCHARGE OF FIREARMS TO COMPLY WITH STATE STATUE 45-9-53.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ADVERTISE FOR LEASING AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA
2. PLANNING
THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING RESOLUTION OF CITY MATCH FOR THE MILL STREET ARC PROJECT IN THE AMOUNT OF \$14,052.64.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 29, 2019 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 TO RENEW A MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC FOR CITY HALL.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE SHALAMARK SIMPSON AS A DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
2. CONSIDERATION OF APPROVAL FOR STEPHANIE HALBERT TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF ENTERING A LEASE PURCHASE AGREEMENT WITH ACTIVE SOLUTIONS, LLC, AT A MONTHLY COST OF \$1,153.00 FOR 60 MONTHS, ENABLING THE ACQUISITION OF 10 SURVEILLANCE CAMERAS WITH ALL-WEATHER EQUIPMENT ENCLOSURES.

I. PARKS

1. CONSIDERATION OF APPROVAL TO APPLY TO HOST A CERTIFIED PLAYGROUND SAFETY INSPECTOR COURSE (CPSI) AND FOR THE MAYOR TO SIGN ANY NECESSARY AGREEMENTS WITH THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA).
2. REQUEST APPROVAL OF PREMIER CUP SOCCER TOURNAMENT SPONSORSHIP PACKET.

II. POLICE DEPARTMENT

1. CONSIDERATION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY19 FUNDING IN THE AREA OF HOT SPOT POLICING FOR \$20,000.00 IN OVERTIME HOT SPOT ENFORCEMENT AND A VIDEO SURVEILLANCE CAMERA FOR \$7,247.00.
2. REQUEST APPROVAL TO ALLOW OFFICER RASHAD RUFF TO ATTEND STANDARDIZED FIELD SOBRIETY TESTING TRAINING FEBRUARY 12-14, 2019 IN PEARL, MS, WITH ADVANCE HOTEL COSTS OF \$282.00.

III. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO NASHVILLE, TN TO ATTEND THE LINE DESIGN & STAKING 2 CLASS ON FEBRUARY 26-28, 2019 WITH ADVANCE MILEAGE, REGISTRATION AND HOTEL IN THE AMOUNT OF \$1,930.75.
2. REQUEST APPROVAL FOR TODD GILES AND A.J. HOLLINS WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE LINEMAN ASSESSMENT CLASS ON FEBRUARY 17-23, 2019 WITH ADVANCE REGISTRATION AND HOTEL IN THE AMOUNT OF \$1,818.00.
3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM LEE'S PRECAST CONCRETE, INC. FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF \$9,636.00.
4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER # 2 FOR PROFESSIONAL SERVICES WITH GARVER, LLC FOR BLUEFIELD WELL REHABILITATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL FEBRUARY 19, 2019 @ 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.

Consent items 2 – 21:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 2, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the January 2, 2019 minutes of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the January 11, 2019 minutes of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE JANUARY 15, 2019 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the January 15, 2019 minutes of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION AND APPROVAL OF ADVERTISING FOR LETTERS OF INTEREST FOR AN APPOINTMENT TO A POSITION ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, WITH THE DEADLINE FOR THE LETTERS OF INTEREST BEING 5:00 P.M., ON FEBRUARY 14, 2019.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of advertising for letters of interest for an appointment to a position on the Starkville-Oktibbeha Consolidated School District Board of Trustees, with the deadline for the Letters of Interest being 5:00 p.m., on February 14, 2019” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF SETTING AN IN PERSON INTERVIEW FOR DR. SIMON KIM FOR THE BOARD MEETING OF FEBRUARY 19, 2019.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of interviewing Dr. Simon Kim for the position of Community Development Director at the board meeting of February 19, 2019” is enumerated, this consent item is thereby approved.

7. CONSIDERATION FOR MEMBERS OF THE MAYOR’S YOUTH COUNCIL TO ATTEND THE 12TH ANNUAL MML STATEWIDE YOUTH LEADERSHIP SUMMIT IN OXFORD, MS ON MARCH 1-2, 2019 WITH REGISTRATION IN THE AMOUNT OF \$25.00 PER PERSON WITH HOTEL ACCOMMODATIONS AT \$109.00 PER NIGHT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the Mayor’s Youth Council to attend the 12th Annual MML Statewide Youth Leadership Summit in Oxford, MS on March 1-2, 2019. Registration for will be in the amount of \$25.00 per person with hotel accommodations at \$109.00 per night” is enumerated, this consent item is thereby approved.

8. CONSIDERATION AND APPROVAL OF A RESOLUTION IN OPPOSITION TO SENATE BILL 2684 EXPANDING THE DEFINITION OF MUNICIPAL SOLID WASTE AND IMPAIRING THE ABILITY OF STATE WASTE AUTHORITIES TO CONTINUE OPERATION AND MEET FINANCIAL OBLIGATIONS AND ALLOWING WASTE FROM FOR PROFIT ENTITIES TO DISPOSE OF WASTE IN WAYS POTENTIALLY HARMFUL TO PUBLIC HEALTH AND NATURAL RESOURCES.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution in Opposition to Senate Bill 2684 expanding the definition of Municipal Solid Waste” is enumerated, this consent item is thereby approved.

**A RESOLUTION OF THE BOARD OF ALDERMAN
OF THE CITY OF STARKVILLE
Opposing Senate Bill No. 2684, An Act to Amend Section 17-17-305**

WHEREAS, the Mississippi Legislature created the Regional Solid Waste Management Act, Sections 17-17-301 through 17-17-349 of the Mississippi Code of 1972, to provide efficient municipal solid waste collection and disposal services for the citizens of this State. Under the Regional Solid Waste Management Act, any unit of local government or any combination of units may form a regional solid waste management authority (hereinafter “authority”). § 17-17-307. An authority may include multiple “members” which are units of local government participating in the authority. § 17-17-305(l). Authorities are charged with acquiring, constructing, operating, and maintaining municipal solid waste management facilities protect the health, safety, and welfare of the citizens of the State. § 17-17-303; and

WHEREAS, by enacting the Regional Solid Waste Management Act, the Legislature intended to provide adequate incentives and processes for reducing operation and other costs in the management of municipal solid waste; and

WHEREAS, the City of Starkville has determined that the amendment to the Regional Solid Waste Management Act as proposed in Senate Bill No. 2684 will modify the State’s definition of “municipal solid waste” as it is presently defined under Mississippi Code Ann. § 17-17-305 in a manner detrimental to the ability to manage municipal solid waste in a manner that ensures protection of human health, safety, and welfare and the environment; and

WHEREAS, the Regional Solid Waste Management Act, along with regulations adopted pursuant to the Act, rely on the current definition of “municipal solid waste” that means “any nonhazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments except oil field exploration and production wastes and sewage sludge.” Miss. Code Ann. § 17-17-305(m); 11 Code Miss. R. Pt. 4, R. 1.1 (2018); and

WHEREAS, Senate Bill No 2684 would modify the definition of “municipal solid waste” to mean “any nonhazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments, except oil field exploration and production wastes, wastes from for-profit entities, but not wastes from regional solid waste management authorities that were incorporated before July 1, 2019, and sewage sludge”; and

WHEREAS, the revised definition of “municipal solid waste” would undermine the State’s existing regulatory structure allowing the Commission on Environmental Quality to adopt rules and regulations governing disposal of “municipal solid waste” and defined in Section 17-17-205 and in accordance with Section 17-17-231 of the Nonhazardous Solid Waste Planning Act of 1991, Section 17-17-201 through 17-17-235 of the Mississippi Code of 1972, as amended; and

WHEREAS, the revised definition of “municipal solid waste,” as proposed in Senate Bill No. 2684, would increase municipal solid waste disposal costs of the citizens of the State of Mississippi. To assure the viability of municipal solid waste management facilities, the Mississippi Regional Solid Waste Management Authority Act allows authorities to enact resolutions declaring that municipal solid waste generated within their designated geographic area must be disposed of at the permitted municipal solid waste management facility or facilities serving such area and to require that members of the authorities enact ordinances or resolutions that require the same. Miss. Code. Ann. § 17-17-319(2). These resolutions or ordinances are commonly referred to as “flow control ordinances.”; and

WHEREAS, this amendment will detrimentally impair the ability of authorities and their members to enforce flow control ordinances. Numerous solid waste management authorities and their members have enacted flow control ordinances that define “municipal solid waste” using language identical to the current version of the Mississippi Regional Solid Waste Management Authority Act. The revised definition of “municipal solid waste” in Senate Bill No. 2684 would undermine the obligations in existing flow control ordinances that require that all municipal solid wastes be directed to the solid waste management authority’s designated facility for disposal. Moreover, this amendment would require the revision of all flow control ordinances in effect across the State at considerable expense to the authorities, their members, and the citizens that they serve;

WHEREAS, this amendment will hinder the ability of authorities to issue and repay bonds as authorized under Section 17-17-327 of the Mississippi Code of 1972 and to temporarily borrow funds in anticipation of the issuance of bonds under Section 17-17-331. Section 17-17-327 authorizes authorities to issue tax-exempt bonds for the acquisition, construction, improvement, closure, and post-closure maintenance of their facilities and to repay bonds from the revenues generated from waste disposal facilities. House Bill 2684 would reduce the tonnage of commercial wastes that must be directed to the facilities. Therefore, Senate Bill No. 2684 will decrease the security of outstanding municipal solid waste bonds issued by the solid waste management authorities; and

WHEREAS, the Fifth Circuit found that flow control ordinances adopted by Mississippi counties were constitutional because they did not disparately impact interstate commerce relative to intrastate commerce. Subsequently, the United States Supreme Court has ruled that flow control ordinances are acceptable under the United States Constitution; and

WHEREAS, Senate Bill No. 2684 would exclude wastes generated by for-profit entities from the definition of “municipal solid wastes.” This exclusion has the unintended consequence of removing the solid wastes generated by for-profit entities from the definition of “municipal solid waste,” thereby removing wastes from for-profit entities from the requirements of the Regional Solid Waste Management Act, the Nonhazardous Solid Waste Planning Act of 1991, and regulations adopted pursuant to these laws.

WHEREAS, this Bill would allow waste generated by for-profit entities to be disposed of without these regulatory protections of state law and contains a limiting clause that excludes wastes “from regional solid waste management authorities that were incorporated before July 1, 2019” from wastes from for-profit entities and the

language of Senate Bill 2684 narrows the definition of “municipal solid waste” subject to state laws and regulations to exclude waste from for-profit entities.

WHEREAS, this change will lead to public health hazards, cause pollution of air and water resources, constitute a waste of natural resources, have an adverse effect on land values, and create public nuisances.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City of Starkville hereby opposes adoption of Senate Bill No. 2684 for the issues described above and urges members of the Accountability, Efficiency, and Transparency Committee to revise this proposed amendment such that it preserves the ability of authorities to secure funding necessary to construct, operate, and close municipal solid waste disposal facilities that are protective of the environment and health and welfare of all Mississippians.

Upon motion duly made by Alderman Patrick Miller and seconded by Alderman David Little, and following discussion, the foregoing Resolution is hereby duly adopted upon the following vote of the members of the City of Starkville.

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

This the 5th day of February, 2019

D. Lynn Spruill, Mayor

Attest

Lesa Hardin, City Clerk

9. CONSIDERATION OF APPROVING THE APPOINTMENT OF JIMMY RICHARDSON, THE SOLE APPLICANT, TO THE AIRPORT BOARD FOR A TERM FROM JANUARY 1, 2019 TO DECEMBER 31, 2022.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of re-appointing Mr. Jimmy Richardson to the Municipal Airport Board to fill vacant slot, which expired on December 31, 2018, to a three-year term which will expire December 31, 2021” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF THE ADOPTION OF A CONCERTED COMMUNITY REVITALIZATION PLAN FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of adopting the Concerted Community Revitalization Plan in support of the proposed development plan at Westside Drive and Reed Road” is enumerated, this consent item is thereby approved.



**City of Starkville
Concerted Community Revitalization Plan**

I. Introduction

The City of Starkville, Mississippi is a thriving community located in Oktibbeha County Mississippi. Starkville is known for its hospitality and graciousness. Starkville has an excellent school system, unique stores and businesses, strong churches, an ever-expanding medical community and a low cost of living. Further, Starkville is proudly home to Mississippi State University.

Starkville is also home to approximately 25,000 people. It is a diverse city that attracts people from all walks of life with its history and tradition, community spirit and hospitality, and excellent quality of life. Whether raising a family or retiring to the “good life,” Starkville is the place to be. No matter what your age, it is a great place to live.

Known as “Mississippi’s College Town”, Starkville offers great access to business, cultural activities, and the vibrant and challenging educational offerings at MSU. Starkville offers all of the quintessential small town amenities, including great schools, abundant recreational

opportunities, and a quality of life that is simply unmatched.

Starkville's Planning, Building, Engineering, and Code Enforcement Departments serve the City through the enforcement of its zoning, development, building and property maintenance ordinances. Additionally, the departments assist the City in applying for and administering grant funds that are used to improve the City's infrastructure for the health and welfare of the citizens and businesses.

The City has adopted building codes to protect the health, safety and welfare of those who live in, work in, or visit our community. The City is a member of the International Building Codes Council and has adopted the International Building Code and International Residential Code along with several other codes that help ensure safer structures. Construction projects that are started without a permit may be subject to penalties and/or the removal of work that has already been completed. All persons considering construction or remodeling projects should contact the Community

Development Department to find out whether or not a permit will be required and what restrictions may apply.

II. Jurisdictional Description

The City of Starkville is wholly located in Oktibbeha County and has established city limits. The City of Starkville has various boards, commissions and committees empowered to act with advisory authority over numerous aspects of the responsibilities created by the City's statutory and home rule existence in the State of Mississippi.

However, the ultimate binding authority on all policies and decisions affecting the citizens of the City of Starkville is vested in the Board of Aldermen and implemented under the day-to-day supervision of the Mayor. It is the intent of the governing body to maintain control and accountability for such decisions. City of Starkville, Ord. No. 2013-3, §§ I, II, 4-16-13.

Further, in order to better promote the general health, safety, and welfare of the inhabitants of the City, and for the purpose of establishing uniform rules and regulations, the Starkville Board of Aldermen has adopted certain Codes for building, plumbing, gas,

electrical, fire prevention, mechanical, property maintenance, swimming pool and spa, all being incorporated herein by reference and specifically identified as follows: 2011 edition of the National Electric Code, as amended; 2012 edition of the International Building Code; 2012 edition of the International Residential Code; 2012 edition of the International Fire Code; 2012 edition of the International Mechanical Code; 2012 edition of the International Plumbing Code; 2012 edition of the International Fuel Gas Code; 2012 edition of the International Property Maintenance; 2012 edition of the International Swimming Pool and Spa Code.

Said Codes were adopted by ordinance in their entirety, save and except such portions which are hereinafter deleted, replaced, or modified. Said Codes are adopted by reference and incorporated as if fully set out herein. The provisions of said Codes shall be controlling in the construction, alteration, and repair, including any and all improvements which by their nature fall under the provisions of the Codes herein enumerated, of any and all buildings and structures which are situated within the

corporate limits of the City of Starkville, Mississippi. City of Starkville Ord. No. 2012-06, 6-5-12.

III. Revitalization Goals

The City desires to enforce its ordinances consistently with regard to its housing inventory. These goals are intended to promote health, sanitation, safety, and the general welfare of inhabitants of the City. The City desires to revitalize those areas which fail to comply with building ordinances and other ordinances which work to the detriment of the City. The City further desires to promote the new construction of high quality housing for its citizenry.

IV. Area of Revitalization

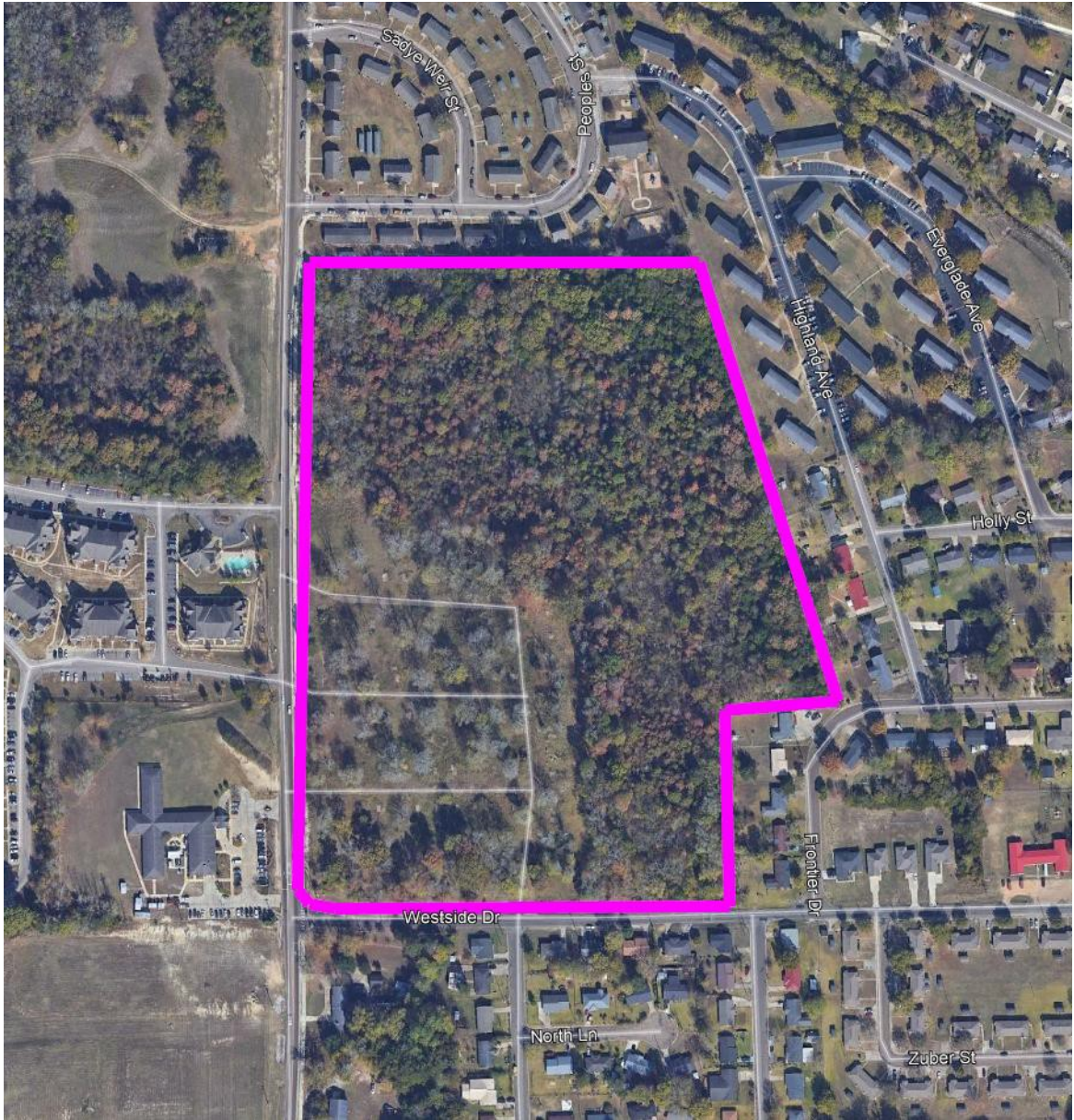
This Plan is created in order to promote the aforementioned goals for certain real property on Reed Road more particularly described on that document attached and incorporated as Exhibit A. The creation of this Plan shall have no effect on any other Plans, documents, or actions made by the City with regard to any other property nor shall it have any effect on any other Plans, documents, or actions made by the City with regard to the property referenced in this Plan itself.

V. Closing

BE IT HEREBY RESOLVED by the Board of Aldermen of the City of Starkville, Mississippi, that the Mayor is hereby authorized to approve this Concerted Community Revitalization Plan for the City of Starkville, Mississippi.

READ, PASSED, AND ADOPTED at a meeting of the Board of Aldermen of the the City of Starkville, Mississippi, on this _____ day of _____, 2019.

[insert whatever signature blocks are appropriate]



11. CONSIDERATION OF APPROVAL TO ADVERTISE FOR LEASING AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for leasing airport tillable land located south and west of the runway and taxiway and inside the fenced area for one year for farmland at George M. Bryan Field” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVING RESOLUTION OF CITY MATCH FOR THE MILL STREET ARC PROJECT IN THE AMOUNT OF \$14,052.64.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution to commit additional funds for the Mill Street ARC project in the amount of \$14,052.64” is enumerated, this consent item is thereby approved.

RESOLUTION

**Authorizing the City of Starkville To
Commit Funds To
Starkville Mill Street Improvements Change Order #2
Mississippi Appalachian Regional Commission (ARC) Project #MS-18956**

WHEREAS, the State of Mississippi has made grant funds available under the Mississippi Appalachian Regional Commission for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, the City of Starkville has specific economic and community development needs and problems which can be corrected or alleviated by using available grant funds under the Mississippi Appalachian Regional Commission (ARC) for the purpose of public infrastructure improvements which include reconstruction of Mill Street, ARC Project Number MS-18956;

NOW, THEREFORE, BE IT RESOLVED that the City of Starkville commits \$14,052.64 to be derived from account 319-600-907-620 “Bond – Match for Grants”, contingent upon approval of said Change Order #2 by the Mississippi Development Authority.

ADOPTED, this, the 5th day of February 2019, by the Board of Aldermen of the City of Starkville, Mississippi.

Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(SEAL)

13. CONSIDERATION TO RENEW A MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC FOR CITY HALL.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval to renew a Mechanical Service Agreement with Brislin, Inc. for City Hall for quarterly inspections and maintenance of equipment” is enumerated, this consent item is thereby approved.

(Agreement on following page)

14. CONSIDERATION OF AUTHORIZATION TO HIRE SHALAMARK SIMPSON AS A DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Shalamark Simpson as a Driver in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE APPROVAL FOR STEPHANIE HALBERT TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Stephanie Halbert to participate in the City of Starkville Educational Assistance Program” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY19 FUNDING IN THE AREA OF HOT SPOT POLICING FOR \$20,000.00 IN OVERTIME HOT SPOT ENFORCEMENT AND A VIDEO SURVEILLANCE CAMERA FOR \$7,247.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval to enter into a reimbursable grant with the Justice Assistance Grant program for FY 19 funding in the area of Hot Spot Policing for \$20,000 in overtime Hot Spot enforcement and a video surveillance camera for \$7,247.00” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ALLOW OFFICER RASHAD RUFF TO ATTEND STANDARDIZED FIELD SOBRIETY TESTING TRAINING FEBRUARY 12-14, 2019 IN PEARL, MS, WITH ADVANCE HOTEL COSTS OF \$282.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of Officer Rashad Ruff to attend Standardized Field Sobriety Testing Training February 12-14, 2019 in Pearl, MS” is enumerated, this consent item is thereby approved.

18. REQUEST APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO NASHVILLE, TN TO ATTEND THE LINE DESIGN & STAKING 2 CLASS ON FEBRUARY 26-28, 2019 WITH ADVANCE MILEAGE, REGISTRATION AND HOTEL IN THE AMOUNT OF \$1,930.75.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Madison Smith with the Electric Division of Starkville Utilities to travel to Nashville, TN to attend the Line Design & Staking 2 Class on February 26-28, 2019 with advance registration, lodging and mileage in the amount of \$1,930.75” is enumerated, this consent item is thereby approved.

BRISLIN, Inc.

Heating • Air Conditioning • Plumbing • Process Piping • Industrial Sheet Metal

4051 Military Road
Columbus, MS 39705

Phone: 662-328-5814
Fax: 662-328-5815

January 4, 2019

City of Starkville
Starkville Municipal Complex
100 Meigs Ave.
Starkville, MS 39759

Re: Service contract amount increase

To whom it concerns:

Please allow me to thank you for being such a loyal and consistent customer of Brislin, Inc. over the years. Your satisfaction is very important to us and we hope we have been successful in providing you with excellent customer service and products.

I never like having to write this letter, but it is, unfortunately, sometimes necessary. Due to rising costs in service materials (i.e. belts, filters, etc.) we are forced to increase our service contract amount effective March 1, 2019.

Although price increases are never good news, they are something we must do in order to continue to provide you with the quality you've come to expect. If you have any questions or concerns, please don't hesitate to contact us immediately.

Thank you for your understanding.

Sincerely,



Quinn Brislin
Vice President
Brislin, Inc.

QB/do

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO

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

BY

BRISLIN, INC.

March 1, 2019 to February 29, 2020



At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least four (4) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$95.00 per hour for week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$150.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

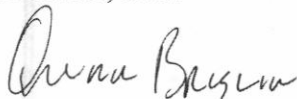
1. One (1) full service which includes washing of evaporator and condenser coils, replacing filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement: \$ 4,240.00 per year plus tax;
payable in four (4) equal amounts of \$1,060.00 per service, plus tax.

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

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: _____

Printed: _____

Title: _____

Date: _____

HVAC MAINTENANCE/INSPECTION LIST

CUSTOMER: STARKVILLE CITY HALL

ADDRESS: 110 WEST MAIN ST STARKVILLE, MS 39759

☒ **Complete** ☐ **Not Needed** **N/A – Not Applicable**

Weather Conditions

☐ rainy ☐ clear
☐ cloudy ☐ humid
☐ partly cloudy
Outside temp. _____
Avg. Inside Temp. _____

- ____ 1. Clean drain pan and lines. Add algacide tablets.
- ____ 2. Check performance and service of all major components and document any deficiencies found.
- ____ 3. Lubricate moving parts as needed.
- ____ 4. Check refrigerant charge and record. (annually or as needed)
- ____ 5. Test amperage and voltage and record. (annually or as needed)
- ____ 6. Inspect for oil and refrigerant leaks and document any leaks found.
- ____ 7. Check operating and safety controls and adjust or repair as needed.
- ____ 8. Check air distribution temperatures and record.
- ____ 9. Inspect condenser and evaporator coils.
- ____ 10. Wash evaporative and condenser coils (coil cleaner or water only)
- ____ 11. Clean/brush evaporative coils
- ____ 12. Tighten electrical connections on equipment as needed.
- ____ 13. Check belts and drives, tighten as needed
- ____ 14. Replace Belts (if required)
- ____ 15. Check temperature control system and make minor repairs and document any deficiencies found.
- ____ 16. Check and adjust economizer linkage and controls (if applicable)
- ____ 17. Change filters and wash air filters. (includes OSA filters)
- ____ 18. Check heating section and controls and document any deficiencies found.

28) 20X20X2 MP FILTERS
12) 16X20X2 MP FILTERS
11) 20X25X2 MP FILTERS
2) 16X25X2 MP FILTERS
2) 20X30X2 MP FILTERS
2) WASHABLE FILTERS
4) BX68 BELTS

REMARKS: _____

CUSTOMER'S SIGNATURE

DATE

TECHNICIAN'S SIGNATURE

DATE

19. REQUEST APPROVAL FOR TODD GILES AND A.J. HOLLINS WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE LINEMAN ASSESSMENT CLASS ON FEBRUARY 17-23, 2019 WITH ADVANCE REGISTRATION AND HOTEL IN THE AMOUNT OF \$1,818.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Todd Giles and A.J. Hollins with the Electric Division of Starkville Utilities to travel to Scottsboro, AL to attend the Lineman Assessment Class on February 17-23, 2019 with advance registration and lodging in the amount of \$1,818.00” is enumerated, this consent item is thereby approved.

20. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM LEE’S PRECAST CONCRETE, INC. FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF \$9,636.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from Lee’s Precast Concrete, INC. for Phase II of the approved Pleasant Acres manhole material purchase in the amount of \$9,636.00” is enumerated, this consent item is thereby approved.

Two quotes received: Lee’s: \$9,636.00 and Forterra: \$10,439.68

21. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER # 2 FOR PROFESSIONAL SERVICES WITH GARVER, LLC FOR BLUEFIELD WELL REHABILITATION.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to initiate Task Order # 2 with Garver, LLC for Bluefield Well Rehabilitation” is enumerated, this consent item is thereby approved.



TASK ORDER #2
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (Owner) and Garver, LLC (Garver), dated November 21, 2017 ("Agreement"), Owner and Garver agree as follows:

1. **Specific Project Title:** Bluefield Well Rehabilitation
2. **Description:** This task order is associated with the design, bidding, and construction administration services related to the Bluefield Well rehabilitation. We have based the scope included herein on our conversation with you on December 12, 2018 and a conversation with Robert Taylor (Donald Smith Company) we made at your request on December 18, 2018.
3. **Scope of Services:** We understand that you want us to provide design, bidding, and construction phase services for the project. More specifically, we propose to accomplish the following:
 - a. Design Services - Production of a bid set of documents such that the rehabilitation work at the well can be completed and the well returned to service. It is anticipated that the rehabilitation work will include essentially all elements from the pump head into the well:
 - i. New pump column.
 - ii. New pump shaft.
 - iii. New oiltube.
 - iv. New pump bowl.
 - v. New bearings.
 - b. Bidding Services - Upon production of the bid documents, Garver will assist Starkville Utilities with the bidding of the project. These services will include:
 - i. Advertisement - Garver will produce and send advertisement to Starkville Utilities to be advertised in newspapers per Mississippi public works law. Starkville Utilities will pay newspapers for the cost of the advertisements.
 - ii. Garver will respond to any questions from interested contractors during the bidding process. If necessary, Garver will produce and distribute required addenda.
 - c. Construction Phase Services- During the construction phase, Garver will provide the following:
 - i. Two trips during the construction phase of the rehabilitation to ensure compliance with the contract documents.
 - ii. Review of material submittals prior to beginning construction.
 - iii. Review of the contractor's request for payment and submittal to Client.



The scope for these services is authorized for execution under this Task Order. The scope for Additional Services may be authorized at a later time under separate task orders to the Master Agreement.

5. **Client's Responsibilities:** As indicated in Master Agreement. Starkville Utilities will provide and/or accomplish the following: Right of entry to the property.
 - a. Previous available surveys, reports, etc.
 - b. Current boundary survey with easements of record plotted
 - c. Paying all plan review and advertising costs.
 - d. Furnishing all permits and providing permit review fees.
 - e. Client will not hire any of Garver's employees during performance of this contract and for a period of one year beyond completion of this contract.
 - f. Conduct bid opening and approve submitted bids.
 - g. Provide inspection at project during construction and coordinate contractor.

6. **Not Included:** For clarification, our proposed scope of services for this Task Order does not include:
 - a. Utility relocation design other than water and sewer.
 - b. Preparation of a Stormwater Pollution Prevention Plan.
 - c. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
 - d. Changes to major design elements after previous direction or approval or redesign to accommodate Client's budget after receipt of construction bids that exceed Garver's cost opinions.
 - e. Pre-bid meeting.
 - f. Attendance at bid opening.
 - g. Construction materials testing.

7. **Schedule:** Garver will begin work within fourteen(14) days from the effective date of this Task Order and provide bid documents for review by the Client within twenty-one (21) calendar days.



8. Payment to Engineer:

- a. Garver proposes to perform this project on a lump sum basis. The total compensation to Garver for the services identified by this Task Order shall be as indicated in the table below:

Work Item	Fee
Design Services	\$10,300.00
Bidding Services	\$1,854.00
Construction Services	\$4,002.00
Total	\$16,156.00

As such, Garver will invoice for the project monthly based upon a percentage of completion.

- b. Any additional work beyond the scope of services defined in this Task Order, and authorized by the Client, shall be paid for in a subsequent Task Order.
- 9. Subconsultants:** Garver will not utilize any subconsultants on this project. Garver will work with Starkville and manage their crews in a manner such that we would manage our subconsultants.
- 10. Other Amendments to Master Agreement:** None.
- 11. Attachments:** None.

Approval and Acceptance

Approval and Acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the Client.

The Effective Date of the Task Order is - - - - - '2019.

Client:
STARKVILLE UTILITIES

Engineer:
GARVER

Signature

Signature

Brian Shannon PE

Vice President

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new Police Officer Kenya Bibbs and acknowledged a Representative of Planet Recess for their donation to the Moncrief Park Playground which was installed December of 2018.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that citizens remain concerned with deer near North Jackson and Reed Road. He asked that everyone wear bright and reflective clothing to prevent accidents.

Bill Chapman, University Estates, commented that while he sees advantages to being annexed, he feels the disadvantages outweigh them for him.

Chuck Shimp, University Estates, expressed concern that the current water lines cannot handle high pressure fire hydrants if the area is annexed and that he did not want to pay taxes before receiving services through annexation.

Yulanda Haddix, NAACP President, introduced herself to the Mayor and Board and offered her assistance, along with the NAACP, in any way they could assist with any projects.

Dorothy Isaac, Ward 6, expressed concern in the proposed increase in sanitation fees. She stated she would like to see new businesses in the City. She recognized the black employees as part of Black History Month.

Jim Crissman, University Estates, expressed concern about the possibility of annexation.

John Tolliver, 26 Choctaw Road, asked that the City assist with his sewer issues.

Darren Weber, University Estates, asked not to be annexed into the City.

Ronnie Wofford, Ward 5, owns 36.6 acres of property in the proposed annexed area. He is concerned with City regulations and how they may affect his property.

PUBLIC APPEARANCES:

JEREMIAH DUMAS WITH AN UPDATE AND PUBLIC HEARING ON THE SMART BUS SERVICE ROUTES AND RIDERSHIP.

Director Jeremiah Dumas and Associate Director Ronnie White gave a brief overview of the Starkville – MSU Area Rapid Transit (SMART) public transportation system.

Funding is provided from the Federal Transit Authority 5311 Rural Mass Transit Funds via the MS Department of Transportation. Local cash match is provided by MSU parking services and the City of Starkville, which has also has provided in-kind services in the form of city shelter construction, electrical and maintenance in the past.

Mr. Dumas discussed that this past year saw approximately 50,000 more passenger trips than the same period in the previous year. In calendar year there were 4,000 unique paratransit trips which are currently being services with one (1) wheelchair van and one (1) ambulatory van. They discussed the goals for the upcoming year in the area of improved efficiency, increased customer service, new buses and maintenance.

The proposed FY 20 budget is \$4,250,000 with \$1,700,000 in local cost share.

Jeremiah Dumas and Mayor Spruill opened the Public Hearing and called for public comments.

Alvin Turner, asked that drivers be respected and other drivers be considerate of the buses. Pedestrians should also be mindful of the buses.

Bill Chapman, University Estates, inquired why the SMART bus services stop before getting to their neighborhood. Mr. Dumas explained that the dimensions of the road prevent the larger bus from entering. He did note that a new stop is being added at the Church of Christ nearby which should help.

Dorothy Isaac, Ward 6, thanked Mr. Dumas and his staff for the assistance and kindness they provide her as a handicapped citizen. She would like to see additional funding for another van for the program.

Jim Crissman, University Estates, feels that Old Mayhew Road has potential to be an additional route in the future. Mr. Dumas explained that the SMART buses require additional space due to wheelchair lifts, but would review the area again.

They also encouraged anyone with questions or comments to call their office.

There being no additional comments from the public or any additional comments from the Board, the Mayor announced the public hearing closed.

INTRODUCTION AND PRESENTATION BY MISS STARKVILLE 2019, MIKAYLA POINDEXTER.

Miss Mikayla Poindexter, Miss Starkville 2019, highlighted that the Miss Mississippi and Miss America pageants are scholarship programs more than just beauty based. Her platform is Helping Hands which increases access to services by special needs kids. The Miss Mississippi pageant will be held June 15 – 23. The Mayor and Board wished her good luck.

PUBLIC HEARINGS:

22 PUBLIC HEARING AND CONSIDERATION OF CU 19-01 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR TWO DWELLINGS, SINGLE FAMILY, DETACHED ON TWO PROPOSED LOTS AT 104 AZALEA LANE IN A C-1 ZONE WITH THE PARCEL NUMBER 102O-00-029.00.

Daniel Havelin and Emily Corban presented the request. The applicant is seeking a Conditional Use to construct one single family dwelling on each of the proposed lots. This request is also a part of a preliminary and final plat to split the existing lot into three lots. The property is zoned C-1 and in order to construct a “dwelling, single family, detached”, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart. 15 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on January 21, 2019 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phonecall neither for nor against.

Mayor Spruill opened the Public Hearing and called for public comments.

The applicant, Starkville Habitat for Humanity, spoke as to the location being near public transportation and that the dwellings will be single family residences.

There being no additional comments from the public or any additional comments from the Board, the Mayor announced the public hearing closed.

Alderman Miller, duly seconded by Alderman Walker, offered a motion, based on the project meeting the five factor test contained in the staff report, to approve CU 19-01 a request for Conditional Use to allow for two dwellings, single family, detached on two proposed lots at 104 Azalea Lane in a C-1 Zone with the recommended condition that the applicant have six months from time of Conditional Use approval to obtain site plan approval by the City’s Development Review Committee. 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: Absent

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

23 CONSIDERATION OF PP 19-01 AND FP 19-01 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING 0.99-ACRE PARCEL INTO 3 LOTS 104 AZALEA LANE IN A C-1 ZONING DISTRICT WITH THE PARCEL NUMBER 102O-00-029.00.

Daniel Havelin and Emily Corban presented the request. The applicant Starkville Habitat for Humanity is requesting Preliminary and Final Plat approval for subdividing a 0.99-acre parcel into 3 lots. The proposed subdivision is named "Habitat for Humanity Property, Azalea Subdivision, No. 2". The proposed subdivision is located in a C-1 zoning district. The proposed subdivision is located at 104 Azalea Lane.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve PP 19-01 and FP 19-01 Request for Preliminary and Final Plat approval for subdividing 0.99-acre parcel into 3 lots with the following three conditions:

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 applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. 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.

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: Absent

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

Alderman Vaughn joined the meeting at this time.

24 PUBLIC HEARING AND CONSIDERATION OF CU 19-02 A REQUEST FOR CONDITIONAL USE BY TEP STARKVILLE, LLC TO ALLOW RESIDENTIAL DWELLING UNITS TO BE PLACED IN A C-2 ZONE AS PART OF A MIXED-USE DEVELOPMENT LOCATED APPROXIMATELY 360' SOUTHEAST OF THE CENTER OF THE INTERSECTION OF HIGHWAY 12 EAST AND PAT STATION ROAD DIRECTLY EAST OF THE LA QUINTA INN WITH THE PARCEL NUMBER 117-25-021.00.

Daniel Havelin and Emily Corban presented the request. The applicant is seeking a Conditional Use to allow residential dwelling units to be placed in a C-2 zone as part of a mixed-use development. The property is zoned C-2 and in order to construct a "dwelling, multi-family", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. The proposal is to construct residential units on the upper floors and commercial space on the ground floor of the proposed building. Eight property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on January

21, 2019 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls regarding this request.

Mayor Spruill opened the Public Hearing and called for public comments.

John Granberry of McCarty Granberry Engineering representing TEP Starkville, LLC, the applicant, spoke to the five specific criteria for conditional use and that his client feels they meet all five of the criteria. He thanked the Board for their consideration.

Alderman Walker asked questions concerning ingress / egress entries to the property and expressed concern that the back of the building not be facing the street.

There being no additional comments from the public or any additional comments from the Board, the Mayor announced the public hearing closed.

Alderman Walker, duly seconded by Alderman Miller, offered a motion to approve CU 19-02 a request for Conditional Use by TEP Starkville, LLC to allow residential dwelling units to be placed in a C-2 zone as part of a mixed-use development with the following four conditions:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.
2. The applicant shall obtain a Certificate of Occupancy prior to the commencement of any business activities at the subject property.
3. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.
4. Façade of building facing the City street shall contain store fronts that are accessible from the street.

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.

25. CONSIDERATION OF THE EXTENSION OF THE CONTRACT WITH RETAIL STRATEGIES FOR THE PURPOSE OF ECONOMIC DEVELOPMENT OF RETAIL GROWTH IN THE CITY OF STARKVILLE.

Scott VonCannon, Chief Operating Officer of Retail Strategies, along with fellow team members, presented information as to their work in the past as well as their future plans for the City of Starkville. Following questions and suggestions, Alderman Little, duly seconded by Alderman Carver, offered a motion to approve the three (3) year contract renewal with OCEDA and VCC for the services of Retail Strategies to promote retail development within the City of Starkville. 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.

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

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant"), the Oktibbeha County Economic Development Authority ("OCEDA"), the Starkville Visitors and Convention Council ("VCC"), and the City of Starkville, MS, ("Starkville") (collectively referred to as "Clients") on this the 5th day of February 2019, as follows:

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

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

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

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

1. SCOPE OF SERVICES

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

2. TERM

The Term of this Agreement shall commence upon February 16, 2019, and run for a period of three (3) years unless terminated pursuant to the terms of Paragraph 8 below.

3. COMPENSATION

As compensation for the consultation services provided herein by Consultant, Clients agree to pay Consultant \$30,000.00 annually split as follows: Starkville - \$15,000; OCEDA - \$10,000; VCC - \$5,000. Compensation shall be paid in full when billed by Consultant. Initial fees in year one are due upon execution of this Agreement. Consultant shall send separate

invoices to Starkville, OCEDA, and VCC for their pro-rata shares of annual compensation as outlined above.

4. CLIENTS' RESPONSIBILITIES

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

S. INTELLECTUAL PROPERTY

The Clients and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Clients, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. The Clients acknowledge that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Clients may utilize any of the foregoing for and on behalf of their internal operations, but will take steps reasonably necessary with their employees with respect to the use, copying, protection and security of the foregoing.

6. APPLICABLE LAWS

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

7. INSURANCE

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

8. DEFAULT AND TERMINATION

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

(b) Notwithstanding the above provision, Clients may collectively terminate this Agreement, with or without cause, by providing written notice six (6) months prior to the date of termination.

(c) In addition to the foregoing, Starkville, OCEDA, or VCC may terminate their participation in this agreement individually upon the required six (6) months written notice. In that event, any remaining parties may renegotiate the payment terms of this Agreement on mutually agreeable terms.

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

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

9. NOTICES/PARTIES REPRESENTATIVES

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

Clients: City of Starkville, MS
110 W. Main Street
Starkville, MS 39759
Email: l.spruill@cityofstarkville.org
Attention: Mayor Lynn Spruill

Starkville Visitors and Convention Council
200 E. Main St.

Starkville, MS 39759
Email: jprather@starkville.org
Attention: Jennifer Prather

Oktibbeha County Economic Development Authority
200 E. Main St.
Starkville, MS 39759
Email: jprather@starkville.org
Attention: Jennifer Prather

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. S. Suite, 100
Birmingham, AL 35233
Email: steve@retailstrategies.com
Attention: Steve Leara

10. INDEPENDENT CONTRACTOR

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

11. INDEMNIFICATION

Consultant shall indemnify, defend, and hold harmless Clients and their officers, agents, servants, and employees from and against any and all loss, damage, or liability resulting from any claims, suits, and actions for injuries to persons or entities and damages caused by or arising out of any action or inaction of Consultant, or anyone directly or indirectly employed by it or anyone for whose acts Consultant may be liable, in any way associated

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or connected with the performance of the services herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory acts or omissions of Client, its officers, agents, servants, or employees. This indemnity includes, but is not limited to, court costs, attorney fees, costs of investigation, costs of defense, settlement and judgments associated with such claims, suits or actions.

12. **COVENANT NOT TO COMPETE**

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

13. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

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

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

Brokerage Rights: Clients acknowledge that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services.

SIGNATURES ON FOLLOWING PAGE

CLIENTS:

City of Starkville, MS

By _____

Title _____

Date _____

Oktibbeha County Economic Development
Authority

By _____

Title _____

Date _____

Starkville Visitors and Convention Council

By _____

Title _____

Date _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

I. CONSULTANT AGREEMENT

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

A. Research

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

B. Boots on the Ground Analysis

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

C. Retail Recruitment

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

5. ICSC conference representation- updates provided according to the yearly conference schedule

EXHIBIT A (Continued)

II. CLIENTS AGREEMENT

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

A. Point of Contact

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

B. Information and Material Requested by Consultant:

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

C. Information and Material Requested by Clients:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Petra RMS 2140 11th Ave South Suite 400 Birmingham AL 35205	CONTACT NAME: Kristin Murphy PHONE (A/C, No, Ext): (205) 354-2700 E-MAIL ADDRESS: kmurphy@petrarms.com FAX (A/C, No):																					
INSURED Retail Specialists, LLC 120 18th Street South, Ste. 201 Birmingham AL 35233	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Charter Oak Fire Ins Co</td><td>25615</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Co of Ill</td><td>38130</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Charter Oak Fire Ins Co	25615	INSURER B:	Travelers Property Casualty Co of Ill	38130	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 19-20 Re. Strat**REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			630-1N293191	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			630-1N293191	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 5,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP-1N293191	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Retail Strategies, LLC is named as Additional Insured with respect to General Liability Coverage as required by written contract.

CERTIFICATE HOLDER**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.

AUTHORIZED REPRESENTATIVE

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26. DISCUSSION AND CONSIDERATION OF THE ADOPTION OF A JOB DESCRIPTION AND ADVERTISING FOR THE POSITION OF MUNICIPAL JUDGE PRO TEMPORE IN ACCORDANCE WITH THE STATE STATUTE MS CODE §21-23-9.

Alderman Perkins, duly seconded by Alderman Sistrunk, offered a motion, pursuant to MS Code §21-23-9, to approve the advertisement for a Municipal Court Judge Pro Tempore in the Municipal Court Department as a contract worker without benefits at \$53.85 per hour. 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.

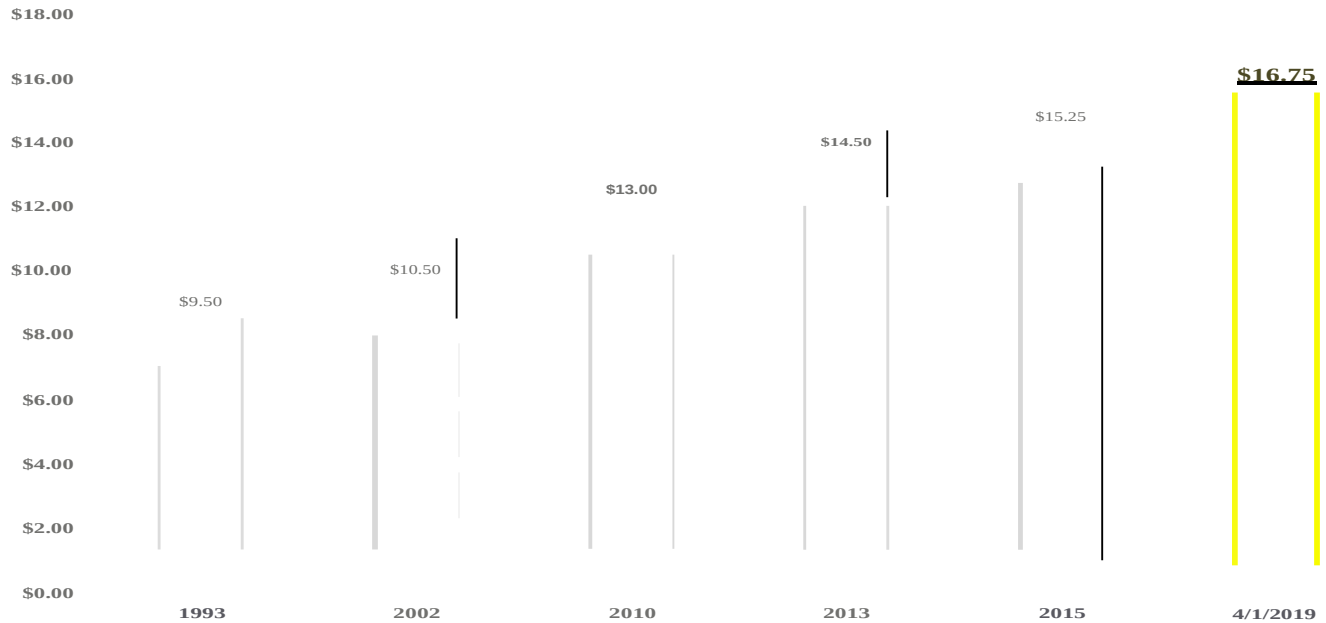
27. CONSIDERATION OF INCREASING THE MONTHLY SANITATION RESIDENTIAL RATE BY \$1.50 TO \$16.75, BASIC COMMERCIAL SANITATION RATE BY \$5.00 MONTHLY AND COMMERCIAL CONTAINER BY \$5.00 PER PICKUP.

Following discussion of the pending landfill and MDEQ issues which must be addressed at an estimated cost of up to 1.5 million dollars, Alderman Sistrunk offered a motion to approve a rate increase to the monthly sanitation residential rate by \$1.50 to \$16.75, the basic commercial rate by \$5.00 to \$30.00 and commercial container rate by \$5.00 per pickup (per the chart below) with the rate increase to apply to any and all costs, fees and expenses of any kind associated with the City's maintenance, operation and potential closure of the landfill and shall remain in effect pending subsequent Board action, until the City closes the landfill and any and all costs associated with the landfill are satisfied. Following a second by Alderman Walker, 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.

Residential Sanitation Rates (Monthly)



City of Starkville Sanitation & Environmental Services - COMMERCIAL RATES (MONTHLY)						
April 1, 2019 rate increases are highlighted.						
Basic Commercial Business Current Rate: \$25 (\$30)						
Container (Dumpster) Schedule Current Rates						
Container Size (cubic yards)	I-Weekly Pick ups	2-Weekly Pick ups	3-Weekly Pick ups	4-Weekly Pick ups	5-Weekly Pick ups	6-Weekly Pick ups
4	\$55 (\$60)	\$110 (\$120)	\$165 (\$180)	\$220 (\$240)	\$275 (\$300)	\$330 (\$360)
6	\$75 (\$80)	\$150 (\$160)	\$225 (\$240)	\$300 (\$320)	\$375 (\$400)	\$450 (\$480)
8	\$95 (\$100)	\$ 190 (\$200)	\$285 (\$300)	\$380 (\$400)	\$475 (\$500)	\$570 (\$600)

28. CONSIDERATION OF AUTHORIZING CITY ATTORNEY CHRIS LATIMER AND SLAUGHTER AND ASSOCIATES TO DRAFT AN ANNEXATION ORDINANCE IN ANTICIPATION OF PURSUING THE ANNEXATION OF AREAS A & B OR AREA A AS DIRECTED BY THE BOARD.

Mayor Spruill noted that annexation was a topic this administration had been studying for approximately one year. The proposed annexation area has been reduced significantly from the original proposal. The last annexation was in 1998, and added 10 square miles to the existing 15 square miles of the City. This newly proposed annexation, at 3.1 square miles, would be much more conservative. If approved, this new annexation would allow the City to control the eastern entry point to the City, which would help formulate the impression people get when entering the City from that direction. A motion to approve the drafting of an annexation ordinance would only be the first step in the process, to be followed by Public Hearings, additional Board discussion, and community meetings.

Alderman Carver asked that a minimum of two Public Hearings be held, along with community meetings. He has not decided whether he is for or against the annexation, but is for proceeding to the Public Hearing phase for citizen input.

Alderman Sistrunk stated that the City needs to be looking ahead to the future and what can be done to prepare for future growth. She then asked the Mayor to discuss what remains to be completed from the 1998 annexation and what has been completed.

Alderman Little stated he is ready to proceed with citizen input and Public Hearings on a proposed annexation ordinance. He stated there will be advantages to an annexation in the form of sufficient water capacity for fire hydrants, lighting, police, and fulltime fire coverage. He recognized that there may be disadvantages in the form of regulations and taxes that are not currently in place in that area. But he feels the proposed 3.1 square miles is manageable and affordable.

Mayor Spruill then presented a map (displayed on a following page), which was prepared by Starkville Utilities showing the areas lacking city services from the 1998 annexation, and the costs associated with such services. She noted that the residents in these 1998 areas have not paid water and wastewater bills, so they are not paying for any services they are not receiving. She emphasized that necessity and economic feasibility must be taken into consideration in providing city services. She noted that property taxes from the 1998 annexation pay for police, fire, court, code enforcement, parks and recreation, streets and engineering services, along with City voting rights. She remarked that all city streets are currently paved or are about to be paved.

The Mayor then read the 12 factors of reasonableness, from controlling case law, considered during an annexation:

1. The municipality's need for expansion;
2. Whether the area of annexation is reasonably within a path of growth;
3. The potential health hazards from sewage and waste disposal in the annexed area;
4. The municipality's financial ability to make improvements and provide services;
5. The need for zoning and overall planning in the area;
6. The need for municipal services in the area;
7. The existence of natural barriers between the municipality and the proposed annexation area;
8. The past performance and time element involved in the municipality's provision of services to its present residents;
9. The economic or other impact of the annexation on those who live in or own property in the proposed annexed area;
10. The impact of the annexation upon the voting strength of protected minority groups;
11. Whether property owners and other inhabitants of the proposed annexation area have in the past, and for the foreseeable future unless annexed, will enjoy the economic and social benefits of proximity to the municipality without paying their fair share of the taxes; and
12. Any other factors that may suggest reasonableness.

Alderman Walker agreed with Alderman Carver that he is ready to proceed with Public Hearings and hear more citizen comments. Alderman Walker asked Terry Kemp about the capacity of the water lines and the timelines to install lines. Mr. Kemp stated the City does have the means and capacity to provide fire protection to the newly proposed annexed territory in order to lower the fire rating of the area. The certificated water area that now exists would not be encroached upon. The City can run dedicated lines to fire hydrants. Alderman Miller received confirmation from Mr. Kemp that fire hydrants would be provided by taxes paid, not by water utility bills paid.

Alderman Sistrunk, duly seconded by Alderman Walker, offered a motion to direct City Attorney Chris Latimer to work with Slaughter and Associates to draft an annexation ordinance in anticipation of pursuing annexation areas for Area A & B as presented.

Vice Mayor Perkins stated that he respectfully disagreed with the Mayor. He cited the case of *City of D'Iberville v. City of Biloxi*, 109 So.3d 529 (Miss. 2013), as containing the 12 factors of reasonableness for an annexation. Of the twelve factors, he noted that he did not feel annexation factor 8, past performance of the City, has been successfully met by the City in the 1998 annexed territory. He then read a letter from Darnell and Annie Johnson of 1355 Babylon Road, which was annexed in 1998, and asked that it be placed in the minutes. The letter is attached on a following page.

Vice Mayor Perkins stated that he has fought for almost 21 years to bring services and paved roads to certain portions of the 1998 annexed territory. He gives the City a failing grade in the past performance category. He has seen vacant land, like the newly proposed annexed territory, become populated over the years, thus necessitating a need for services and expenses that the City may not be prepared to provide. He noted several roads that are still without city street lights from the 1998 annexation, and that adding street lights in Four County's territory will take approval of Four County. He noted that if county residents wanted to live inside the City limits, then they would not have bought property in the county, and that they should not be forced to be City citizens.

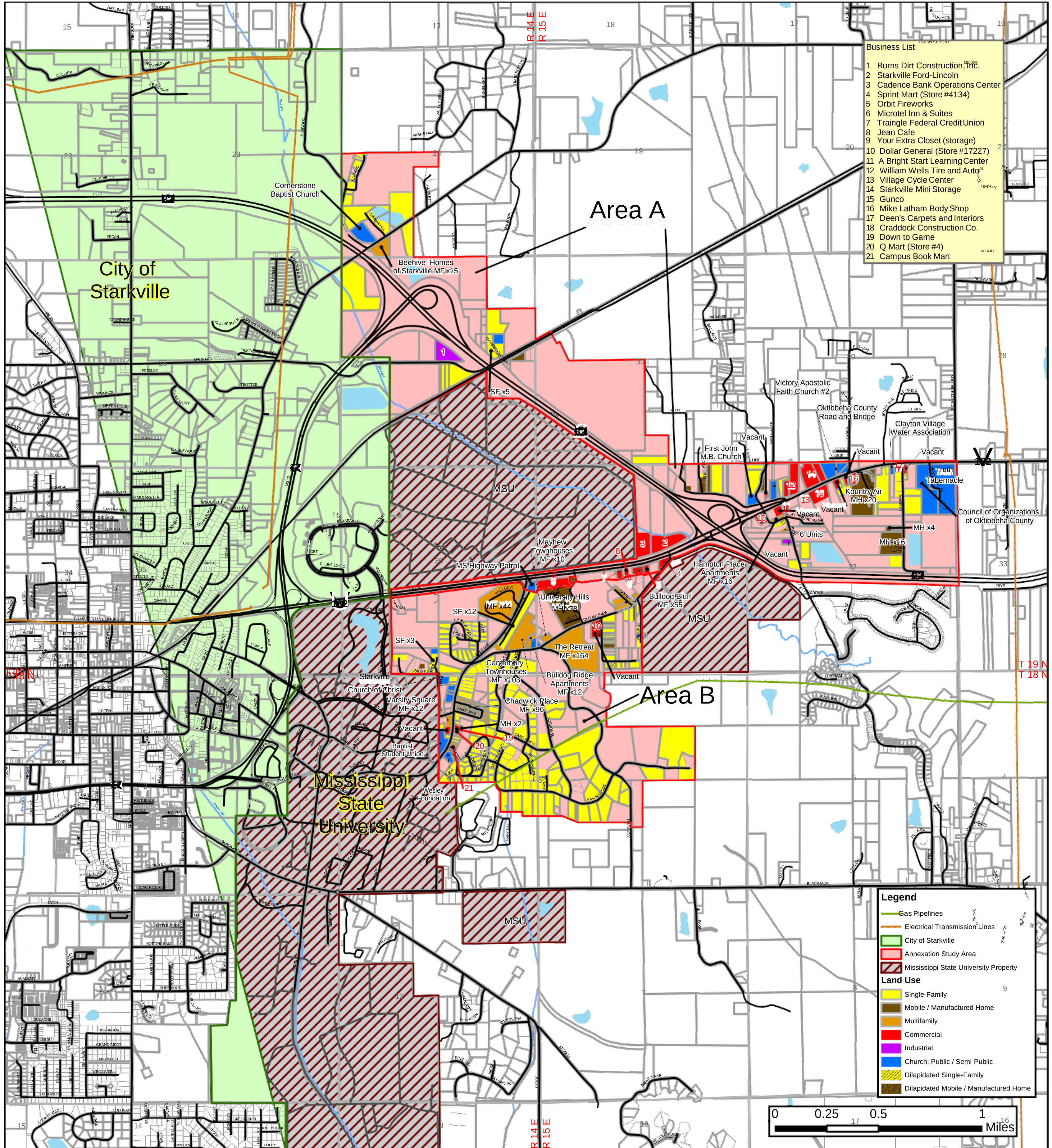
Vice Mayor Perkins also expressed concern over factor 10, the impact on minority voting strength. He believes most of the new residents will fall into his ward. He would like to consider the ward lines, and how they would shift, with this proposed annexation. He questioned whether the advantages to the proposed annexation were compelling enough to override his concerns. He thanked the citizens present at the meeting who had expressed concern with the proposed annexation, and asked the Board to hear and consider their concerns. He concluded by saying that he respects everyone's opinions on this matter but disagrees with the plan to annex.

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.

(A map of proposed Annexation Areas A & B, and a letter from Darnell & Annie Johnson attached to the Minutes at the request of Aldermen Perkins, appear on the following pages)



Darnell & Annie Johnson
1355 Babylon Road
Starkville, MS 39759

January 22, 2019

Dear Vice Mayor Roy Perkins:

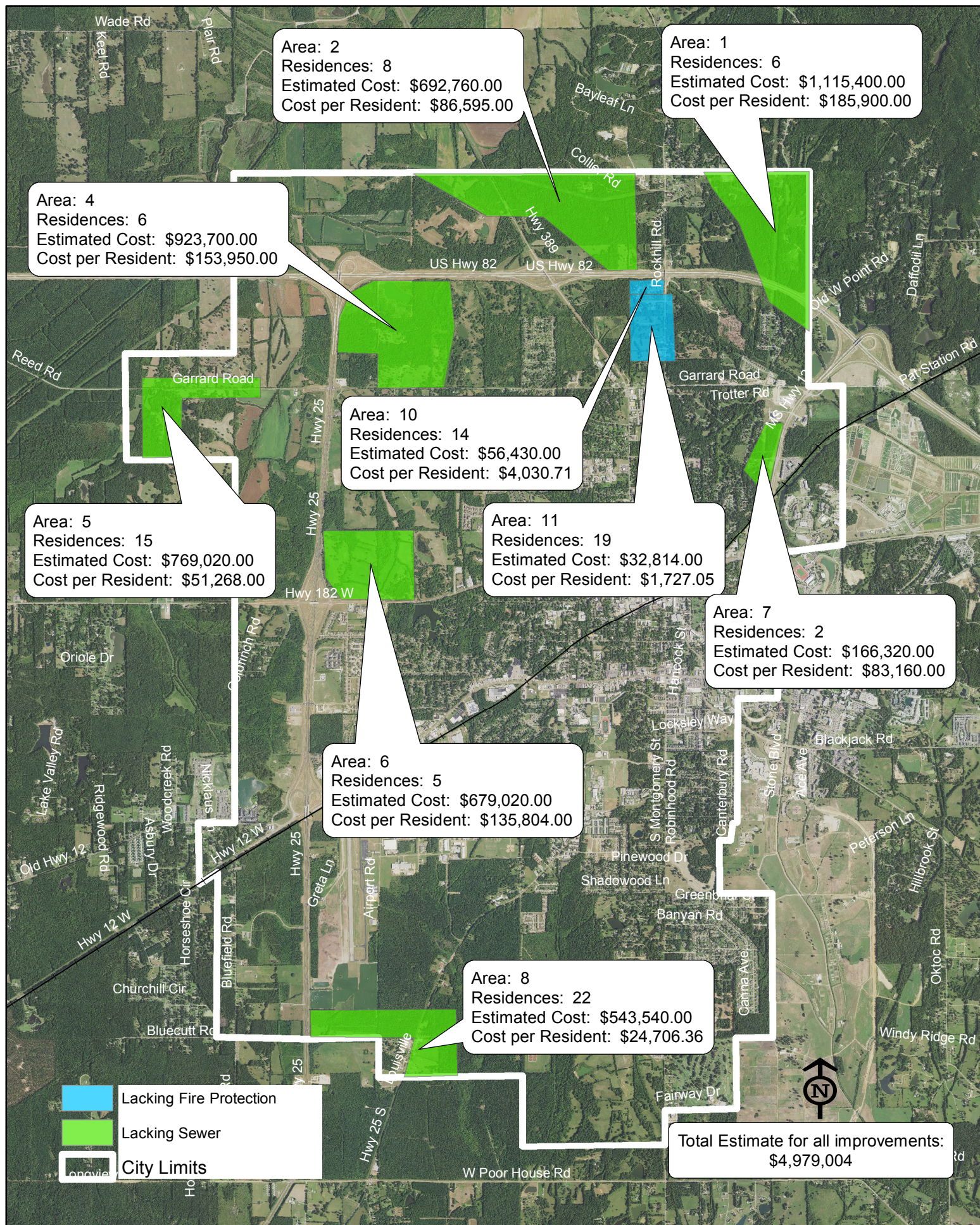
We reside at 1355 Babylon Road, Starkville, MS. I am writing to you regarding Babylon Road's lack of City Sewage. We were annexed into the city in 1998, and still do not have city sewage. We love our city and we pay our taxes. We feel as citizens of Starkville, MS, that we have the rights & privileges of any citizen within the city. We have spoken to Mayor Spruill concerning this matter. 21 years is a long time to be without the day-to-day standard services that most city residents enjoy. We are asking that this matter be taken under serious consideration by the Mayor and Board of Aldermen.

Thank you for all that you do to help make our community better!

Sincerely,

Darnell & Annie Johnson

Areas Lacking City Service



29. CONSIDERATION OF APPOINTING AN AD HOC RECYCLING COMMITTEE OF UP TO SEVEN MEMBERS TO EVALUATE RECYCLING PRACTICES IN THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve the formation of an Ad Hoc Recycling Committee of up to seven members to evaluate the services and operations of the recycling practices of the City of Starkville with Aldermen to submit potential committee members to Alderman Sistrunk who will bring the recommendations to the Board at the February 19 meeting. 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.

30. CONSIDERATION TO CALL FOR A PUBLIC HEARING AMENDING STARKVILLE ORDINANCE SECTION 82-6 RELATING TO THE DISCHARGE OF FIREARMS TO COMPLY WITH STATE STATUE 45-9-53.

Alderman Miller, duly seconded by Alderman Little, offered a motion to call for a public hearing amending Starkville Ordinance Section 82-6 relating to the discharge of firearms to comply with State Statue 45-9-53. 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.

31. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 29, 2019 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. 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	\$ 602,251.60
Restricted Police Fund	002	1,460.25
Airport Fund	015	20,023.92
Sanitation	022	31,839.48
Landfill	023	33,159.04
Computer Assessments	107	9,628.94
Industrial Park Fund	303	32,122.62
Public Improvement Bonds 2018	319	9,779.58
Park and Rec, Tourism	375	63,811.25
Trust & Agency	610	20,555.49
Economic Dev, Tourism & Conv	630	87,489.09
Sub Total Before Utilities		\$ 912,121.26
Utilities Dept.	SED	1,303,975.32
Total Claims	Total	\$ 2,216,096.58

32. REQUEST APPROVAL OF ENTERING A LEASE PURCHASE AGREEMENT WITH ACTIVE SOLUTIONS, LLC, AT A MONTHLY COST OF \$1,153.00 FOR 60 MONTHS, ENABLING THE ACQUISITION OF 10 SURVEILLANCE CAMERAS WITH ALL-WEATHER EQUIPMENT ENCLOSURES.

Following a presentation by Joel Clements of how and where the cameras will function, Alderman Miller, duly seconded by Alderman Little, offered a motion to approve entering a lease purchase agreement with Active Solutions, LLC, at a monthly cost of \$1,153.00 for 60 months, enabling the acquisition of 10 surveillance cameras with all-weather equipment enclosures. 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.

Lease No.: 23104
Lessee: City of Starkville MS

LESSEE'S INSTRUCTIONS
Required For Municipal Lease and Option Transactions

In order to complete the lease transaction described above, the Lessee must complete, sign and return each of the documents identified and must attach each of the documents identified as documents to be provided by Lessee. Lessee must INITIAL ANY CHANGE ADDITION OR DELETION in any of the documents.

DOCUMENTS PROVIDED BY LESSOR THAT MUST BE COMPLETED, SIGNED AND RETURNED BY LESSEE:

- ☐ MUNICIPAL LEASE AND OPTION AGREEMENT: Needs to be signed by duly authorized employee of Lessee and MUST be attested to by Lessee's Clerk, Board Secretary or a person serving a similar function, with appropriate seal applied, or it may be notarized.
- ☐ PAYMENT SCHEDULE: This is a schedule of payment due dates and amounts. PLEASE SIGN.
- ☐ ACCEPTANCE CERTIFICATE: To be signed by highest ranking official at Equipment location and attested to by the person signing the Agreement for Lessee (TWO SIGNATURES ARE REQUIRED). Date when Equipment is accepted must be inserted by Lessee.
- ☐ INCUMBENCY CERTIFICATE: Certificate identifying the person signing the Agreement for Lessee and verifying that person's authority to be the signer of Agreement and any other documents to be executed in connection therewith.
- ☐ DEPARTMENT OF THE TREASURY: ☐ IRS Form 8038-GC is required to qualify this Agreement as a tax-exempt transaction. Requires Federal ID (nine-digit number with NO LETTERS). This is not a sales tax exemption number and is only required on transactions involving interest that qualifies as income tax exempt.

DOCUMENTS THAT MUST BE PROVIDED BY LESSEE (MARKED WITH A RED X OR THAT HAVE BEEN HIGHLIGHTED):

- ☐ PURCHASE ORDER: Issued to Vendor. (Sample Purchase Order enclosed) MUST be written by Lessee, specifying total term of the Agreement (e.g., such as 36 months at \$126.00).
- ☐ ADVANCE PAYMENT: Invoice enclosed. Please forward, please make payable to Lessor.
- ☐ MINUTES: Shows necessary approval from (city, state, county, Tribal Council, etc.) of the transaction and to use the funds for this purpose.
- ☐ INSURANCE CERTIFICATE: As required by the Municipal Lease and Option Agreement, please provide a Certificate of Insurance (Acord Form 27 or equivalent), naming Lessor as ADDITIONAL INSURED AND LOSS PAYEE, or letter evidencing self-insurance (if approved by Lessor).
- ☐ FINANCIAL STATEMENTS: As required by the Municipal Lease and Option Agreement, please provide: ☐ last two (2) years audited financial statements of Lessee.

Upon execution of these documents, please make copies for your records and forward all of the ORIGINAL documents to Government Leasing, LLC via express courier at: 830 Tenderfoot Hill Rd. Ste 301 , Colorado Springs, CO 80906

MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: Active Solutions, LLC
1215 Prytania Street, Ste 301
New Orleans, LA 70130

Agreement No.: 23104

LESSEE: City of Starkville
110 West Main St
Starkville, MS 39759
(662) 323-2525

VENDOR: Active Solutions, LLC
1215 Prytania St. #301
New Orleans, LA 70130
(504) 524-6579

NOTE: This is an interest income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are I.R.S reportable (such as Form 1099) (See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G and 8038-GC.)

EQUIPMENT DESCRIPTION (make, model, serial no. and attachments – Equipment is new unless noted)

Ten (10) Active Solutions SafeCity Enclosures and ten (10) Flexible multisensor fixed cameras with four 1080p sensors with the following accessories: ten (10) 25' Length - Cable with photo sensor fits standard street light power base, twenty (20) Site Inspections/Prep - Onsite & Remote, Ten (10) Camera Unpacking & Assembly, thirty (30) Camera Installations/Remote Support, thirty (30) Initial Camera/Software Programming & Configuration, eight (8) project Management, ten (10) Axis Camera Station - Camera License - One Time License and Maintenance and Support - 1 Year.

Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.

Lessor assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Lessee. VENDOR IS NOT AN AGENT OF LESSOR and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Lessor or assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.

EQUIPMENT COST – TERM – PAYMENTS

LEASE TERM	60-months (includes interest, see Section 5.02).
PAYMENTS	60 payments in the amount of \$1,153.00 with the first such payment due upon the Lessee's written acceptance of the leased Equipment and each remaining payment due monthly thereafter on the same day.
TOTAL AMOUNT FINANCED	\$59,237.42 – any and all additional taxes will be the sole responsibility of Lessee.
PURCHASE OPTION AMOUNT	Purchase Option is \$1.00 after timely making all payments.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGE, WHICH TERMS ARE MADE A PART HEREOF.

TERMS AND CONDITIONS

Lessor hereby leases the Equipment to Lessee for the following purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:

- A. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- B. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor.
- C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
- D. During the period this Agreement is in force, Lessee will annually provide Lessor or its assignee(s) with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue performing its obligations under this Agreement as may be reasonably requested by Lessor or its assignee(s). Lessee further agrees to make its best effort to budget for and have appropriated for each budget and/or appropriation cycle, sufficient funds to make the Lease Purchase Payments throughout the entire Lease Term.
- E. The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.
- F. The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.
- G. This Agreement, as written, including all of its Amendments and Addendums, supercedes and replaces any and all representations made by Vendor.
- H. The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.
- I. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Lease Purchase Payments from gross income for the purposes of U.S. federal income taxation.
- J. Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.
- K. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3) (B) of the Code.
- L. Lessee represents and warrants that it is a governmental unit, under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee.

ARTICLE II: DEFINITIONS.

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Municipal Lease and Option Agreement.

"Lease Term" means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Terms as will equal the Lease Term set forth on the face of this Agreement.

"Lessor" means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation, and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Buy-out After Payment Amount" means the amount of the payments for the balance of the entire Lease Term (assuming no early termination) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations have a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.

"Renewal Term(s)" means the automatic renewal periods of this Agreement, each having a duration of one (1) year co-terminus with Lessee's fiscal year except the last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Lease Purchase Payments shall be as provided in the attached Payment Schedule.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee gives written notice to Lessor not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Section 5.05 as the case may be. If Lessee fails to accept the Equipment within a reasonable time after its delivery (not to exceed ten (10) days), then at the option of Lessor, the obligations of Lessor to provide the Equipment to Lessee hereunder may be cancelled and in such event Lessee shall assume all of Lessor's obligations under any purchase order or purchase agreement with the Vendor related to the Equipment in lieu of its obligation to make Lease Purchase Payments.

ARTICLE IV: INSPECTION.

Lessor and any assignee of Lessor's right under this Agreement shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: LEASE PURCHASE PAYMENTS.

Section 5.01. Lease Purchase Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Purchase Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 5.02 Payment of Lease Purchase Payments. Lessee shall pay Lease Purchase Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Lease Purchase Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.

Section 5.03 Lease Purchase Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payment of Lease Purchase Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be "net" of taxes and insurance Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Lease Purchase Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Lease Purchase Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which Lease Purchase Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Lease Purchase Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Lease Purchase Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver proof of non-appropriation including rejection of reviews and appeals and notice to Lessor of such termination at least thirty (30) days prior to the end of the Original Term or the then current Renewal Term. However, failure to deliver such proof of non-appropriation and notice to Lessor shall not extend the term of this Agreement beyond the end of the Original Term or the then current Renewal Term. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, surrender possession of the Equipment to Lessor.

Section 6.02 Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute and authorizes Lessor to execute and file on Lessee's behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. If appropriate, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a "qualified tax-exempt obligation", if the Lessee exceeds ten million dollars (\$10,000,000.00) in "qualified tax-exempt obligations", as specified in Section 265 (b) (3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a "qualified small issuer" thereunder it will pay the "taxable interest rate" on this Agreement retroactive to its Commencement Date. The "taxable interest rate" is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater), and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insureds and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation or expiration.

ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. Lessee is responsible for any theft or destruction of, or damage to, the Equipment, whether insured or not ("Loss"). Lessee shall continue to satisfy all its obligations hereunder (including, but not limited to the payment of Lease Purchase Payments), even if there has been a Loss. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the proceeds of any insurance claim or condemnation award, after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award ("Net Proceeds"), to be applied to Lessee's obligations pursuant to Section 8.02 hereof.

Section 8.02 Application of Net Proceeds. Provided the Equipment is not deemed to be a total loss, Lessee shall, if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Equipment and pay the cost thereof, and, if Lessee is in default hereunder, cause the net proceeds to be applied as if total destruction or damage had occurred. In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the Lease Purchase Payment due date next succeeding the date of such loss the amount of the Buy-Out after Payment Amount applicable to such date, plus the Lease Purchase Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any deficiency.

ARTICLE IX: DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE.

Section 9.01 Disclaimer of Warranties. (Reserved)

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years.

ARTICLE X: EARLY OPTION TO PURCHASE.

Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment at the end of each month, or Payment due date as established by the Commencement Date, for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or

its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Section 11.01 Assignment by Lessor. This Agreement, and the right to receive the payments to be made hereunder, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment or reassignment is made discloses the name and address of the assignee and (ii) the Lessee receives written notification of the name and address of the assignee. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Additional Covenants. (Reserved)

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to pay any Lease Purchase Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee, specifying such failure and requesting that it be remedied 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; or
- C. Breach of any material representation or warranty by Lessee under this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

- A. By written notice to Lessee, Lessor may declare all payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;
- B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment with the net proceeds thereof to be applied as provided herein;
- C. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;
- D. If Lessee refuses to return the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the Buy-Out after Payment Amount,
- E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce its rights as the owner of the Equipment; and,
- F. The proceeds of such sale, lease or sublease of the Equipment pursuant to Section 12.02 B shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditions and selling, leasing or subleasing of the Equipment and all brokerage, auctioneers' and attorneys' fees 2) the applicable Buy-out After Payment Amount 3) all unpaid Lease Purchase Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term and 4) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1), 2), and 3), Lessee shall remain liable for any deficiency as to item 3), but will not remain liable for any deficiency as to items 1) and 2) in this section F.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall 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.

ARTICLE XIII: MISCELLANEOUS.

Section 13.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective addresses.

Section 13.02 Binding Effect. Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability; Interest Limitations. In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor's option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

Section 13.04 Advances. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor's signature shall constitute the sole chattel paper original of this Agreement.

Section 13.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the Lessee.

Section 13.07 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08 Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply.

Section 13.09 Finance Lease. The parties intend that the Lessor shall have all benefits of a lessor under a finance lease under the uniform commercial code. Lessor did not select, manufacture, or supply the leased property and only acquired it (or the right to use such leased property) in connection with this Agreement. Further, Lessee acknowledges: (a) Lessee received a copy of the contract by which Lessor acquired the leased property before signing this Agreement, (b) Lessee approved said contract as a condition of the effectiveness of this Agreement, (c) prior to signing this Agreement, Lessee received a statement designating the vendor promises, warranties and limitations or modifications of remedies, or (d) prior to signing this Agreement, Lessee was told that the uniform commercial code – leases, governs this transaction and that Lessee may communicate directly with the vendor concerning the matters described in subsection (c) of this sentence. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) cancel this Agreement; (b) reject tender of the Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due us under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern.

Section 13.10. Return of Equipment. Upon termination of the Agreement for any reason (except purchase by the Lessee), at the option of Lessor, (i) at its sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section, or (ii) Lessor shall transfer ownership of the Equipment to Lessee. If shipped, the Equipment shall be packed in accordance with the Vendor's specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packing and shipping and the risk of loss shall not pass to Lessor until the Equipment has been received by it.

(Signatures appear on page 4 of this Agreement)

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 7.03 of this Agreement either:

1. We have instructed the following insurance agent: _____

(insert name, address and telephone number)

to issue to you:

- a. All Risk Physical Damage Insurance on the leased Equipment properly reflected by an Evidence of Insurance and Long Form Loss Payable Clause (Acord Form 27 or its equivalent) naming Lessor designated above and/or its Assigns as an additional insured and loss payee, and
 - b. Public Liability Insurance reflected by an Evidence of Insurance (Acord Form 27 or its equivalent) naming Lessor and/or its assigns as an additional insured and loss payee; or
2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

City of Starkville

Date: _____

By _____ (Authorized Official)

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentlemen:

This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: _____

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is: 6 years.

Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget.

We expect and anticipate adequate funds to be available for all future Lease Purchase Payments due after the current fiscal year for the following reasons: budgeted

City of Starkville

Date: _____

By _____ (Authorized Official)

ACCEPTED BY:

LESSOR: Active Solutions, LLC

By: _____
Name: _____
Title: _____

Lessee acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Lessee. Depending on the jurisdiction, this may be the highest elected official.

LESSEE: City of Starkville

By: _____
Name: _____
Title: _____
Date: _____

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Municipal Lease and Option Agreement No. 23104 ("Agreement") between Active Solutions, LLC ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Agreement, is new and has been delivered and installed at the Equipment Location specified in the Agreement and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Agreement, and no event which, with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date set forth below.
4. Lessee represents, covenants and warrants, that if requested by Lessor, Lessee will deliver an Opinion of Counsel, to the effect that: (i) Lessee is a fully political subdivision or agency of the State of Mississippi, where the Equipment is located; (ii) the execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and, (iii) the Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
5. Lessee agrees that: (i) it will do, or cause to be done, all things necessary to preserve and keep the Agreement in full force and effect; (ii) it has complied with all bidding requirements, where necessary, and by due notification presented the Agreement for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations, or other funds, available to pay all amounts due hereunder for the current fiscal period.

General Equipment Description: Ten (10) Active Solutions SafeCity Enclosures and ten (10) Flexible multisensor fixed cameras with four 1080p sensors with the following accessories: ten (10) 25' Length - Cable with photo sensor fits standard street light power base, twenty (20) Site Inspections/Prep - Onsite & Remote, Ten (10) Camera Unpacking & Assembly, thirty (30) Camera Installations/Remote Support, thirty (30) Initial Camera/Software Programming & Configuration, eight (8) project Management, ten (10) Axis Camera Station - Camera License - One Time License and Maintenance and Support - 1 Year.

Equipment Serial No(s). _____

LESSEE: City of Starkville

Signature: _____
(Actual User of Equipment at Equipment location)

Title: _____

Attested by: _____
(Signer of Agreement)

Title: _____

ACTUAL EQUIPMENT ACCEPTANCE DATE: _____

PAYMENT SCHEDULE

Number: 23104
Lessee: City of Starkville
Vendor: Active Solutions, LLC
Equipment: Tten (10) Flexible multisensor fixed cameras with four 1080p sensors

* If an early buy-out is desired, please contact Government Leasing, LLC at 1-800-822-8070.

Accepted by:

Printed Name:

Title:

Date Accepted:

Compound Period: Monthly

Equipment Cost:	\$59,237.42
+Sales Tax Amt:	\$0.00
-Down Pmt to Vendor:	\$0.00
-Trade-In Allowance:	\$0.00
=Net Equipment Cost:	\$59,237.42
+Down Pmt to GLC:	\$0.00
+Oth Lease Buy-Out:	\$0.00
+Financed Maint Amt:	\$0.00
=Lease Amount:	\$59,237.42

First payment due upon Lessee's written acceptance of leased Equipment and monthly thereafter on the same day.

Payment Schedule

Payment #	Loan	Payment	Interest	Principal
	59,237.42			
1		1,153.00	-	1,153.00
2		1,153.00	314.98	838.02
3		1,153.00	310.44	842.56
4		1,153.00	305.87	847.13
5		1,153.00	301.27	851.73
6		1,153.00	296.65	856.35
7		1,153.00	292.01	860.99
8		1,153.00	287.34	865.66
9		1,153.00	282.65	870.35
10		1,153.00	277.93	875.07
11		1,153.00	273.18	879.82
12		1,153.00	268.41	884.59
13		1,153.00	263.61	889.39
14		1,153.00	258.79	894.21
15		1,153.00	253.94	899.06
16		1,153.00	249.07	903.93
17		1,153.00	244.16	908.84
18		1,153.00	239.24	913.76
19		1,153.00	234.28	918.72
20		1,153.00	229.30	923.70

21	1,153.00	224.29	928.71
22	1,153.00	219.25	933.75
23	1,153.00	214.19	938.81
24	1,153.00	209.10	943.90
25	1,153.00	203.98	949.02
26	1,153.00	198.83	954.17
27	1,153.00	193.66	959.34
28	1,153.00	188.46	964.54
29	1,153.00	183.23	969.77
30	1,153.00	177.97	975.03
31	1,153.00	172.68	980.32
32	1,153.00	167.36	985.64
33	1,153.00	162.02	990.98
34	1,153.00	156.65	996.35
35	1,153.00	151.24	1,001.76
36	1,153.00	145.81	1,007.19
37	1,153.00	140.35	1,012.65
38	1,153.00	134.86	1,018.14
39	1,153.00	129.34	1,023.66
40	1,153.00	123.79	1,029.21
41	1,153.00	118.20	1,034.80
42	1,153.00	112.59	1,040.41
43	1,153.00	106.95	1,046.05
44	1,153.00	101.28	1,051.72
45	1,153.00	95.57	1,057.43
46	1,153.00	89.84	1,063.16
47	1,153.00	84.08	1,068.92
48	1,153.00	78.28	1,074.72
49	1,153.00	72.45	1,080.55
50	1,153.00	66.59	1,086.41
51	1,153.00	60.70	1,092.30
52	1,153.00	54.78	1,098.22
53	1,153.00	48.82	1,104.18
54	1,153.00	42.83	1,110.17
55	1,153.00	36.81	1,116.19
56	1,153.00	30.76	1,122.24
57	1,153.00	24.67	1,128.33
58	1,153.00	18.56	1,134.44
59	1,153.00	12.40	1,140.60
60	1,153.00	6.22	1,146.78

First payment due upon Lessee's written acceptance of leased Equipment and monthly thereafter on the same day.

**INCUMBENCY CERTIFICATE
MUNICIPAL LEASE AND OPTION AGREEMENT NO. 23104
ACTIVE SOLUTIONS, LLC ("LESSOR")
CITY OF STARKVILLE ("LESSEE")**

I, _____, _____
(Name) (Title: Secretary or Clerk)

for City of Starkville , hereby certify that:

(Signature of Signer of Lease)

(Print Name of Signer of Lease)

(Title of Signer of Lease)

of City of Starkville , has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Lease and Option Agreement No. 23104, for Equipment described therein and that the signature shown is his or her signature.

LESSEE: City of Starkville

By: _____ Date: _____
(Title: Secretary or Clerk)

Printed Name: _____ Title: _____

Please replace this page with the two most recent
fiscal years Audited Financials

Please replace this page with a copy of approved resolution or minutes of the Lessee approving this transaction.

Form **8038-GC**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**► **Under Internal Revenue Code section 149(e)****Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Part I Reporting AuthorityCheck box if **Amended Return** ☐

1 Issuer's name City of Starkville		2 Issuer's employer identification number (EIN)
3 Number and street (or P.O. box if mail is not delivered to street address) 101 East Lumpkin		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

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a
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) Safecity cameras.	9d 59237 42
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: Government Leasing, LLC	
13 Vendor's or bank's employer identification number: 4 6 2 8 2 2 7 3 4	

**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	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.			

General Instructions

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

What's NewThe 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.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

Please replace this page with the lessee's certificate of insurance concerning the equipment that is the subject of this transaction.

THIS IS A SAMPLE OF THE INFORMATION REQUIRED ON YOUR PURCHASE ORDER AND IS NOT TO BE USED AS AN ACTUAL DOCUMENT. IF YOU DO NOT HAVE A STANDARD PURCHASE ORDER YOU MAY USE THE FOLLOWING ON YOUR LETTERHEAD AS A PURCHASE ORDER.

PURCHASE ORDER

DATE _____

PURCHASE ORDER NO. _____

AGENCY ISSUING PURCHASE ORDER ("LESSEE"):

City of Starkville
101 East Lumpkin
Starkville, MS 39759
(662) 418-5943

TO: Active Solutions, LLC
1215 Prytania St. #301
New Orleans, LA 70130

SHIP TO: Name: _____
Address: _____
City/State: _____
Contact: _____

QUANTITY ORDERED	EQUIPMENT DESCRIPTION	TOTAL PRICE
1	Equipment Description: Serial No. _____ [DESCRIBE EACH ITEM OF EQUIPMENT]	\$59,237.42

APPROVING SIGNATURE

(Director of Purchasing)

(Authorized Personnel)

**Active Solutions, LLC
1215 Prytania Street, Ste 301
New Orleans, LA 70130**

TO:

**City of Starkville
101 East Lumpkin
Starkville, MS 39759**

INVOICE FOR PAYMENT

Date of Invoice: December 19, 2018

Lease Number: 23104

Equipment Description: Ten (10) Active Solutions SafeCity Enclosures and ten (10) Flexible multisensor fixed cameras with four 1080p sensors with the following accessories: ten (10) 25' Length - Cable with photo sensor fits standard street light power base, twenty (20) Site Inspections/Prep - Onsite & Remote, Ten (10) Camera Unpacking & Assembly, thirty (30) Camera Installations/Remote Support, thirty (30) Initial Camera/Software Programming & Configuration, eight (8) project Management, ten (10) Axis Camera Station - Camera License - One Time License and Maintenance and Support - 1 Year.

Amount Due: \$1,153.00

When Payment is Due: UPON ACCEPTANCE OF EQUIPMENT

Make Check Payable to:

**Active Solutions, LLC
1215 Prytania Street, Ste 301
New Orleans, LA 70130**

33. REQUEST APPROVAL TO APPLY TO HOST A CERTIFIED PLAYGROUND SAFETY INSPECTOR COURSE (CPSI) AND FOR THE MAYOR TO SIGN ANY NECESSARY AGREEMENTS WITH THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA).

Alderman Perkins, duly seconded by Alderman Miller, offered a motion to approve the application to host a Certified Playground Safety Inspector Course (CPSI) and for the Mayor to sign any necessary agreements with the National Recreation and Parks Association (NRPA). 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.

34. REQUEST APPROVAL OF PREMIER CUP SOCCER TOURNAMENT SPONSORSHIP PACKET.

Alderman Perkins, duly seconded by Alderman Little, offered a motion to approve the Premier Cup Soccer Tournament Sponsorship Packet in preparation for the 2019 Mississippi Soccer Association Premier Cup, scheduled for May 24-26, 2019 at the Starkville Sportsplex. 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.



Certified Playground Safety Inspector Course 2019 HOST AGREEMENT

THIS AGREEMENT, entered into this 5th day of February, 2019 (month), (year), is between the National Recreation and Park Association (hereinafter NRPA) and The City of Starkville Park and Recreation Department (hereinafter Host) for the Certified Playground Safety Inspector program (hereinafter CPSI). This Agreement must be entered into annually upon initial course reservation for the year listed above.

WHEREAS, NRPA has developed and provides a Playground Safety Inspector course and certification designed to meet the needs of those dealing with public playground safety issues, and

WHEREAS, the program is the most advanced and comprehensive playground safety training program in the nation for those persons managing and operating playground facilities, and

WHEREAS, NRPA estimates there are more than 450,000 public and semi-public playgrounds in the nation's communities who could benefit by this training and certification program, and

WHEREAS, the course and certification are the only ones in existence and are especially sensitive to the needs of park and recreation agencies, schools, and child care facilities dealing with the ongoing safety inspection of public playgrounds, and

WHEREAS, NRPA believes a broad distribution of its playground safety course will provide safer playgrounds to the public at large

WHEREAS, both parties agree to the following responsibilities:

NRPA RESPONSIBILITIES Under this Agreement, NRPA agrees to:

A. Coordinate scheduling of the Certified Playground Safety Inspector program

1. Annually, from January 1 through December 31, provide state affiliates the first opportunity to reserve Certified Playground Safety Inspector courses.

2. Prior to approval of course requests from other state agencies or private organizations, NRPA will make every effort to avoid any competitive threat to already scheduled courses.
3. If NRPA receives a request from an organization other than a state affiliate for CPSI training and that organization is not interested in being a host, NRPA will provide an opportunity to the state affiliate in the organization's state to host the course.

B. Manage the Certified Playground Safety Inspector program

1. Provide a Host Handbook for use in planning for and implementing the course and exam.
2. Provide the NRPA logo and Certified Playground Safety Inspector logo to the host to be used on all promotional materials.
3. Provide course books to the host, approximately 60 days prior to the course, for mailing to registered participants. The CPSI course books are for the sole use of course participants and cannot be sold independently.
4. Invoice the host as follows:
 - a. \$270 per course participant
 - b. \$90 per exam participant
 - c. \$75 for each set of replacement course books. Hosts may elect to require reimbursement of the cost of replacement books from the course participant.
 - d. Invoice will be issued upon receipt of examination results from the testing company.
5. Assign course instructor(s) and pay the costs of honoraria, transportation, lodging and all meal expenses for each instructor in accordance with NRPA's policies and procedures.
6. Provide safety panels and all necessary equipment one day prior to the course. Materials will be shipped via UPS to the address provided by the host.
7. Provide an exam administrator and proctors for the examination.
8. Grant two complimentary registrations for each course that exceeds 40 paid registrants 30 days prior to the course date.
9. In coordination with the examination company, provide to the exam candidates their test results within 30-45 days following the exam.
10. Update and maintain the Certified Playground Safety Inspector (CPSI) certification records, ensuring an up-to-date registry.
11. Pay 50% of the costs associated with providing reasonable accommodations to all persons with disabilities requesting them.

HOST RESPONSIBILITIES Under this Agreement, the Host agrees to:

1. Provide NRPA with a completed Course Request Form for each course to be hosted.
2. Market the CPSI program through state and local channels.
3. Provide the course and examination to all interested persons.
4. Provide reasonable accommodations to all persons with disabilities requesting them and comply with all applicable laws and regulations including but not limited to the Americans with Disabilities Act. Host is responsible for 50% of the costs entailed in providing these accommodations. The course host will work collaboratively with NRPA to ensure all approved accommodations are met.

All registration materials must include the following statement regarding special accommodations for the exam:

A candidate who has a disability may request a special accommodation; the request must be submitted in writing at the time of course or exam registration. In order to properly accommodate all persons with disabilities it is recommended that all requests be made 45 days prior to the scheduled date for the course and exam.

5. Ensure registration materials include the following language for candidates that need ESL accommodations for the exam:

English as second language (ESL) candidates may request a time extension and/or the use of a strict translation dictionary. Request forms/fees must be submitted to NRPA no less than 30 days prior to the exam. The request form is available online at www.nrpa.org/cpsi. The course host will work collaboratively with NRPA to ensure all approved reasonable accommodations are met.

6. Designate a contact person to assist in the administration and implementation of the course. This contact person **MUST** also be present on site during the entire course and exam administration.

7. Establish appropriate course and exam fees. The recommended course fee is \$410 and the recommended exam fee is \$115.

8. Develop a registration form and procedures for collecting money.

9. Establish a cutoff date of 30 days prior to your course. The minimum number of course participants is 25 and the maximum is 80. The minimum number of course participants must be reached 30 days prior to the course or the course will be canceled. (Hosts may pay the minimum course fee of \$9,000 in lieu of cancellation.) Courses that exceed 40 paid registrants 30 days prior to the course will receive two complimentary registrations and will be provided two instructors for the course.

10. Produce and mail information packets, books, maps and any other necessary information to registrants beginning 6 weeks prior to the course.

11. On the first day of the course, distribute name badges to each student.
12. Course hosts will be contacted by the professional testing company and will be requested to supply information regarding the site location, site contact, date and time for the examination and the number of exam candidates that are expected. This information must be returned to the testing company within the requested time frame.
13. Local sponsors may be solicited to help offset host expenses. All local sponsors must be approved by NRPA. Please submit sponsors for approval 30 days prior to the course date.
14. Prepare the course safety panels to be shipped to the next location using the UPS labels that are supplied in the black safety panel cases. NRPA will arrange pickup with UPS.
15. Return all unused manuals immediately following the course.
16. Return the CEU sign in/out forms to NRPA.
17. Provide a complete electronic course roster to NRPA via the email indicated in the Host Handbook. NRPA will establish the format of the roster.
18. Pay all NRPA invoices within 30 days of issue. If invoices are not paid within 30 days of issuance, future courses may be deferred until payment is received.
19. Adhere to all requirements as outlined in the CPSI Host Handbook.

NOW THEREFORE BE IT RESOLVED THAT the (name of state agency or other sponsor) and NRPA hereby agree to provide this training program with the goal of providing a healthier and safer playground environment for all children.

NRPA Signee: _____

Name: D. Lynn Spruill

Title: Mayor, City of Starkville Date: February 5, 2019

Designated Contact: Gerry Logan, 662-722-1612, Park and Recreation Director

State Agency: _____

State of: _____

Administrator

Signature/Title: _____

Date: _____

Sponsorship Levels

\$1,000

Premier **Gold**

- Recognition as sponsor during verbal announcements and award presentations
 - Ability to set up a promotional table at team check-in (Friday, May 24 before tournament begins) and any time during the event
 - Promotion to attendees on parking passes
 - Cash or in-kind available
-

\$500

Premier **Silver**

- Business listed on official website to include
 - Logo included on on-site signage
 - a description and website link
 - Cash or in-kind available
-

\$250

Premier **Bronze**

- **Golf Cart Sponsorship available at this level with Business Name Placard**
- **included on the golf cart (8 available)**
- Business recognition on social media platforms
- Cash or in-kind available

IN-KIND TOURNAMENT ITEMS

This tournament involves 75+ volunteers, staff and referees working to ensure the tournament operates smoothly. In-kind sponsorships of meals and other needed hospitality items are available to help us reduce tournament costs. Options are below. Please contact us if your business is interested in providing meals or other items.

- 100 Dri-Fit Volunteer shirts (Gold Sponsor)
- Snacks (fruit, granola bars, etc) for 250 people (Gold Sponsor)
- Bottled water/sports drinks (2 Gold Sponsorships available)
- Friday, May 24 - 75 meals delivered at 6 pm (Gold Sponsor)
- Saturday, May 25 - coffee/juice for 75 people delivered at 7 am (Silver Sponsor)
- Saturday, May 25 - 75 meals delivered at 7 am (Gold Sponsor)
- Saturday, May 25 - 75 meals delivered at 12 pm (Gold Sponsor)
- Saturday, May 25 - 75 meals delivered at 5 pm (Gold Sponsor)
- Sunday, May 25 - coffee/juice delivered for 50 people at 8 am (Bronze Sponsor)
- Sunday, May 25 - 50 meals delivered at 8 am (Silver Sponsor)
- Sunday, May 25 - 50 meals delivered at 12 pm (Silver Sponsor)

*All meal deliveries will be to the Starkville Sportsplex at 405 Lynn Lane. Individually packaged/boxed meals are preferred but not required. Gold sponsorships include the ability to promote on the event parking passes.

35. MOTION TO RECESS UNTIL FEBRUARY 19, 2019 @ 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 Recess the meeting until February 19, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, 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, Mayor Spruill declared the motion passed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
February 15, 2019**

Be it remembered that the Mayor Pro Tempore and members of the Board of Aldermen met in a Work Session on Friday, February 15, 2019 at 12:00 p.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor Pro Tempore Roy A'. Perkins, Aldermen Ben Carver, Sandra Sistrunk, David Little, and Henry Vaughn, Sr. Attending the Board was City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor Pro Tempore Roy A'. Perkins 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 Pro Tempore Roy A'. Perkins and Board discussed items on the upcoming February 19, 2019 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

MAYOR PRO TEMPORE ROY A'. PERKINS

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
FEBRUARY 15, 2019
12:00 p.m.**

- A. CALL THE MEETING TO ORDER – MAYOR PRO TEMPORE PERKINS**
- B. DISCUSSION OF THE AGENDA ITEMS FOR THE FEBRUARY 19, 2019,
RECESS 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, FEBRUARY 15, 2019**

**AT 12:00 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.



AGENDA ITEM: Public Appearance

AGENDA DATE: 03.05.19

Interview of Dr. Simon Kim for position of Community Development Director

SUNGMAN "SIMON" KIM

PhD, MBA, MLA, AICP, PLA, GISP, SPHR, SHRM-SCP

3287 Noble Drive, Brownsville, TX 78526

Cell (956) 407-2003 | Email: sungmankim@hotmail.com

"I am a leader with a deep and diverse background in both sectors of academic outreach and public service. I love to work in a team environment, achieve professional goals, juggle projects, streamline work process, provide solutions, formulate ideal outcomes, and keep my fellow employees well-informed and equipped to do their jobs."

EDUCATION

University of North Florida, Jacksonville, FL

Master of Business Administration, April 2013 | Major: General Business

University of Sheffield, England, the Great Britain

PhD in Landscape Architecture, January 2001 | Major: Urban Planning & Design

Seoul National University, Seoul, South Korea

Master of Landscape Architecture, February 1995 | Major: Environmental Psychology

Daegu University, Daegu, South Korea

BA in Landscape Architecture, February 1990 | Major: Landscape Architecture

OTHER TRAININGS

Urban Transportation Planning, October 30 – November 3, 2006, the Center for Urban Transportation Studies, University of Wisconsin – Milwaukee and the University of Tennessee in partnership with the Florida Department of Transportation and Florida Public Transportation Association

PRACTICAL EXPERIENCE

Landform & Planning, Brownsville, TX

Principal, December 1, 2017 - Current, Full-time

- Provide consulting services on urban planning, landscape architecture, economic development, GIS, and software programming projects.

City of South Padre Island, South Padre Island, TX

Director of Development Services, May 1, 2013 – December 1, 2017, Full-time:

Coordinated 29 employees (economic development, planning & zoning, building, environmental health, code enforcement, shoreline, public works, parks & recreation and GIS) with general budget \$2.3 million; capital budget approx. \$8.5 million.

- Oversaw citywide development operations including planning & zoning, development permits, engineering/subdivision, inspection, code enforcement, transportation, shoreline management, environmental protection, parks & recreation, GIS, and economic development (2.5 sq.mile; 5,900 inhabitants or 5 million annual visitors);
- Acted as City's planning chief, also as the Business Ombudsman or Development Facilitator;
- Provided technical assistance to the City Council, Economic Development Corporation, Planning and Zoning Commission, Board of Adjustment, Development Review Task Force, Shoreline Task Force, and Parks, Recreation and Beautification Committee;
- Responded to local citizens inquiring about city planning and zoning regulations and ordinances;
- Evaluated planning-related legislation and applicability to department projects;
- Responsible for the administration and enforcement of comprehensive plan, strategic plans, zoning, subdivision, form based codes, etc.;
- Assisted in the development and implementation of growth management, land use, economic development, facilities, or other plans and codes to meet the City's needs and any inter-governmental agreements or requirements;
- Evaluated land use proposals to insure compliance with applicable City, State or Federal laws for conformity to establish plans and ordinances; evaluated proposals' development impact as they relate to the adopted plans of the City and makes recommendations;
- Evaluated environmental information and recommends mitigation measures to reduce adverse impacts of development;

City of Deltona, Deltona, FL

Planning Manager / Senior Planner, July 15, 2003 – November 15, 2006, Full-time:

Direct supervision of twelve (12) with General Budget \$1 million and Capital & Special Budget \$10.3 million.

- Coordinated planning and zoning operations of Deltona (41 sq. miles; 90,124 permanent residents);
- Managed and supervised land use, transportation, Housing (SHIP/CDBG), environmental planning and GIS operations;
- Managed local comprehensive plan and general planning and zoning activities;
- Provided technical analysis on capital projects and development proposals;
- Provided audit preparations for the SHIP/CDBG program;
- Coordinated with local school districts and the Daytona State College;
- Collaborated as a member of the technical advisory committee with Volusia County MPO that served a population of 600,756;
- Acquired \$ 5,151,890 TRIP (Transportation Regional Incentive Program) fund for Road Construction (Normandy Blvd); and,
- Prepared urban landscape, streetscapes, public facilities and parks design for municipal projects.

Virginia Polytechnic Institute & State University, Blacksburg, VA

Visiting Professor (Post-Doctoral) at Community Design Assistance Center; July 5, 2000 – July 3, 2003:

Managed federal research funds.

- Provided research for Urban & Community Forestry Assistance Program of USDA Forest Service and VA Dept of Forestry regarding urban trees, greenways, and trails; and,
- Performed research on urban development and networking system.

Department of Landscape Architecture, University of Sheffield, South Yorkshire, England, the United Kingdom

Graduate Staff (PhD Student); September 1995 – March 2000

- Studied on urban design guidelines, especially to identify relationship between aesthetics and functionality;
- Received ORSA (Oversees Research Students Award), the most selective and prestigious awards offered to international students, which is funded by the Committee of Vice-chancellors and Principals of the Universities of the United Kingdom; and,
- Received the Sheffield University Bursary Scheme.

Parks & Open Spaces Lab. of Seoul National University, Seoul, South Korea

Project Manager; March 1990 –February 1995

Supervised eighty (80) national employees.

- Environmental Impact Assessment/Statement (Air, soil & water pollution);
- Seoul Subway Developments and other national developments
- New Town Developments;
- Nuclear Power Plant relocation projects; and,
- Seoul National Greenbelt installation and review.

Daegu University, Daegu, South Korea

Campus Planner; March 1988 – February 1990

Participated in preparing the original Daegu University Facilities Master Plan.

PROFESSIONAL CERTIFICATION & LICENSE

AICP (American Institute of Certified Planners), American Planning Association, Certificate Planner

Number: 020112, Valid: 07/6/2005 - 12/30/2019

Professional/Registered Landscape Architect, Texas Board of Architectural Examiners, Registration No:

2864, Valid: 06/19/2013 - 10/31/2019; the Mississippi State Board of Architecture & the Landscape

Architecture Advisory Committee, License No: 584, Valid: 03/29/2011 - 12/31/2019

SPHR (Senior Professional in Human Resources), HR Certificate Institute, Unique Identifier: 600888405;

Valid: 01/24/2015 - 10/31/2021

The Transportation Investment Generating Economic Recovery (TIGER) Funding (\$3.5 million) for construction of a multi-modal transit station (2014);
The CDBG Small Business Development Grant (\$200,000) for water line extension to a local dairy factory (2009); and,
The Transportation Regional Improvement Program (\$5.1 million) for Normandy Boulevard Construction (2006).

**NOTICE OF FIRST PUBLIC HEARING
ON AMENDING THE STARKVILLE
MUNICIPAL CODE §82 - 6 RELATING
TO THE DISCHARGE OF FIREARMS WITHIN THE
CITY OF STARKVILLE, MISSISSIPPI
TO COMPLY WITH STATE LAW §45-9-53**

Notice is hereby given that a public hearing will be held on the 19th day of February, 2019 at 5:30 p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on the amending the Starkville Municipal Code §82-6 relating to the discharge of firearms within the City of Starkville, Mississippi to comply with State Law §45-9-53.

**NOTICE OF SECOND PUBLIC HEARING
ON AMENDING THE STARKVILLE
MUNICIPAL CODE §82 - 6 RELATING
TO THE DISCHARGE OF FIREARMS WITHIN THE
CITY OF STARKVILLE, MISSISSIPPI
TO COMPLY WITH STATE LAW §45-9-53**

Notice is hereby given that a public hearing will be held on the 5th day of March, 2019 at 5:30 p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on the amending the Starkville Municipal Code §82-6 relating to the discharge of firearms within the City of Starkville, Mississippi to comply with State Law §45-9-53

Sec. 82-6. - Discharge of firearms, target guns, BB guns, slingshots prohibited.

It shall be unlawful for any person to shoot or discharge any target gun, BB gun, slingshot or any kind of firearm in the city other than in the defense of his home, person or property or in aid of the civil power when legally summoned to do so, except as provided in Miss. Code Ann. § 45-9-53.

(Code 1977, § 18-44)

State Law reference— Homicide during sudden combat excusable, MCA 1972, § 97-3-17(c); deadly weapons generally, MCA 1972, § 97-37-1 et seq.; deadly weapon exhibited unlawfully, MCA 1972, § 97-37-19; dueling, MCA 1972, § 97-39-1 et seq.; fighting with deadly weapon in public place, MCA 1972, § 97-39-11; exceptions, MCA 1972, § 45-9-53(1)(b).

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF STARKVILLE, MISSISSIPPI SEEKING APPROPRIATION
FROM THE MISSISSIPPI LEGISLATURE FOR THE REMEDIATION
AND CLOSING COSTS OF THE JOINT CITY OF STARKVILLE AND
OKTIBBEHA COUNTY CLASS I LANDFILL**

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

1. The City of Starkville and the County of Oktibbeha have contracted to provide Class I Rubbish Landfill services to their residents since May 7, 1974.

2. The landfill contract between the parties was last amended on May 20, 1982 and has not be modified since that date by action from either party.

3. The City of Starkville has been operating and managing the landfill since the contract was amended in 1982 and has shared the costs of the operations and capital expenditures with the County for that same period of time.

4. Within the past three (3) years, the landfill has been determined by the Mississippi Department of Environmental Quality (MDEQ) to be out of compliance in the areas of Cell 1 and Cell 5. Neither the City nor the County have the requisite equipment or personnel to complete such a complex design and remediation project to bring the landfill back into compliance.

5. The City and County have determined there is a need of professional engineering expertise to include planning and construction drawings and construction management to address those deficiencies and return the landfill to a state of compliance. The actual construction work will then need to be bid out and completed by a professional construction company with the equipment and personnel to achieve the technical engineering designs necessary to meet MDEQ regulations.

6. Upon notice of the issues, and with the recent change in administration occurring in 2017, the City of Starkville, along with the concurrence of the County of Oktibbeha, have determined that until compliance can be established temporary closure of the landfill is prudent and warranted with possible permanent closure to be determined.

7. In an effort to respond to the deficiencies, the City has engaged Neel-Schaffer to evaluate, advise and assist with a compliance plan to ensure that the landfill comes into compliance in a timely manner. The intent is meeting the regulations necessary to comply and then determining the future of the landfill in accordance with MDEQ restrictions and the needs of the community.

8. In addressing the noncompliance, the City of Starkville and Oktibbeha County

have already incurred appraisal costs, engineering costs, legal costs, and land purchase costs that exceed \$110,000.00.

9. The projected costs for the actual remediation work have been estimated at one million five hundred thousand (\$1,500,000) that would be needed to complete the project and place the Class I Rubbish Landfill into compliance with MDEQ regulations.

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

SECTION 1. The City of Starkville, with the concurrence of Oktibbeha County, seek one million six hundred thousand (\$1,600,000) in appropriations by the Mississippi Legislature from any allowable funding source, for the sole purpose of bringing the Class I Rubbish Landfill into compliance with the MDEQ regulations and providing a path forward for the best manner of supporting the residents of the city and county.

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

Alderman Ben Carver	Voted: _____
Alderman Sandra Sistrunk	Voted: _____
Alderman David Little	Voted: _____
Alderman Jason Walker	Voted: _____
Alderman Patrick Miller	Voted: _____
Alderman Roy A.’ Perkins	Voted: _____
Alderman Henry Vaughn	Voted: _____

The measure having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and adopted this day of March 5, 2019.

D. Lynn Spruill
Mayor, City of Starkville, Mississippi

Attested:

2



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 03.05.19
PAGE: 1

SUBJECT: Consideration of the appointment of a Community Development Director.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board Business

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

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Board
AGENDA DATE: 03/5/2019
PAGE: 1 of 120

SUBJECT: Consideration of a Resolution authorizing and directing the issuance of negotiable interest-bearing Combined Water And Sewer System Revenue Bonds, Series 2019, of the City of Starkville, Mississippi, in the principal amount of ten million dollars (\$10,000,000) to raise money for improving, repairing and extending the combined water and sewer system of said municipality; prescribing the form and incidents of the series 2019 bonds; and providing for the collection, segregation, and distribution of the revenues to be derived from the operation of said system in amounts sufficient to pay the cost of the operation and maintenance thereof and to pay the principal of and interest on the series 2019 bonds; making provision for a bond and interest fund, a depreciation fund, a contingent fund, an improvement fund, an operation and maintenance fund, and a revenue fund; making provision for maintaining the tax-exempt status of the series 2019 bonds; authorizing bond insurance; authorizing a bond rating; offering the series 2019 bonds for sale; approving and authorizing the distribution of a preliminary official statement and authorizing the execution and distribution of an official statement pertaining to the sale of the series 2019 bonds; acknowledging and authorizing the execution of post issuance compliance procedures; authorizing the execution of a continuing disclosure agreement pertaining to the series 2019 bonds; and for related purposes.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT: Attorney Chris Latimer

SUGGESTED MOTION: Approval of a Resolution authorizing and directing the issuance of negotiable interest-bearing Combined Water And Sewer System Revenue Bonds, Series 2019, of the City of Starkville, Mississippi, in the principal amount of ten million dollars (\$10,000,000) to raise money for improving, repairing and extending the combined water and sewer system of said municipality; prescribing the form and incidents of the series 2019 bonds; and providing for the collection, segregation, and distribution of the revenues to be derived from the operation of said system in amounts sufficient to pay the cost of the operation and maintenance thereof and to pay the principal of and interest on the series 2019 bonds; making provision for a bond and interest fund, a depreciation fund, a contingent fund, an improvement fund, an operation and maintenance fund, and a revenue fund; making provision for maintaining the tax-exempt status of the series 2019 bonds; authorizing bond insurance; authorizing a bond rating; offering the series 2019 bonds for sale; approving and authorizing the distribution of a preliminary official statement and authorizing the execution and distribution of an official statement pertaining to the sale of the series 2019 bonds; acknowledging and authorizing the execution of post issuance compliance procedures; authorizing the execution of a continuing disclosure agreement pertaining to the series 2019 bonds; and for related purposes.

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF NEGOTIABLE INTEREST-BEARING COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR IMPROVING, REPAIRING AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF SAID MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE SERIES 2019 BONDS; AND PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF SAID SYSTEM IN AMOUNTS SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2019 BONDS; MAKING PROVISION FOR A BOND AND INTEREST FUND, A DEPRECIATION FUND, A CONTINGENT FUND, AN IMPROVEMENT FUND, AN OPERATION AND MAINTENANCE FUND, AND A REVENUE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE SERIES 2019 BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2019 BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2019 BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2019 BONDS; AND FOR RELATED PURPOSES.

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

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

"Act" shall mean Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended.

"Additional Bonds" shall mean Bonds issued on a parity of lien with the Series 2019 Bonds pursuant to the requirements of this Bond Resolution.

"Additional Bonds Resolution" shall mean any resolution of the Governing Body authorizing and directing the issuance of Additional Bonds.

"Annual Debt Service Requirement" shall mean for any Fiscal Year, the sum of the following with respect to all Bonds Outstanding: (a) all amounts required to pay principal (at maturity or upon mandatory redemption other than mandatory sinking fund redemption payments), (b) the amount of any mandatory sinking fund requirement (including for the Fiscal

Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year), and (c) interest due on all Bonds Outstanding.

"Authorized Purpose" shall mean improving, repairing, and extending the System.

"Bond" or "Bonds" shall mean the Series 2019 Bonds and any Additional Bonds hereafter issued under the terms, limitations, and conditions provided in this Bond Resolution.

"Bond and Interest Fund" shall mean the Bond and Interest Fund authorized, established, designated, and provided for in Section 5.03(a)(2) this Bond Resolution.

"Bond Counsel" shall mean Jones Walker LLP, Jackson, Mississippi, or any other Nationally Recognized Bond Counsel.

"Bond Insurance Policy" shall mean the insurance policy, if any, issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2019 Bonds when due.

"Bond Insurer" shall mean such municipal bond insurer, if any, as is approved for such purpose by both the Purchaser and by the Mayor on behalf of the Municipality, or any successor thereto or assignee thereof.

"Bond Resolution" shall mean this resolution authorizing and directing the issuance of the Series 2019 Bonds.

"Bond Year" shall mean the period beginning on the Closing Date and ending on the last day of September next occurring and each one-year period thereafter during which any Series 2019 Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Series 2019 Bonds are retired.

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

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

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

"Closing Date" with respect to the Series 2019 Bonds shall mean the date of issuance and delivery of the Series 2019 Bonds to the Purchaser, [and with respect to any Additional Bonds, shall mean the date of issuance and delivery of such Additional Bonds to the purchaser thereof.]

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and the Treasury Regulations promulgated thereunder.

"Consulting Engineer" shall mean Volkert, Inc., Jackson, Mississippi, a competent engineering firm, engaged by the Municipality to study the System in order to determine the nature and extent of the Project and to make estimates of the cost thereof.

"Contingent Fund" shall mean the Combined Water and Sewer System Contingent Fund authorized, established, designated, and provided for in Section 5.03(a)(4) of this Bond Resolution.

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

"Current Debt Service Account" shall mean the Current Debt Service Account authorized, established, designated, and provided for in Section 5.03(a)(2)(A) of this Bond Resolution.

"Current Expenses" shall mean the reasonable and necessary current expenses of maintenance, repair, and operation of the System, and shall include, without limiting the generality of the foregoing, expenses not annually recurring, premiums for insurance, administrative, and engineering expenses relating to maintenance, repair, and operation, fees and expenses of the Paying Agent, legal and financial advisory expenses, taxes lawfully imposed on the System, reasonable payments to pension or retirement funds for employees of the System, and any other expenses of the System required or permitted to be paid by the Municipality under the provisions of this Bond Resolution, or by law, but shall not include any allowance for depreciation or deposits or transfers to the credit of the Bond and Interest Fund, the Depreciation Fund, or the Contingent Fund.

"Debt Service Reserve Account" shall mean the Debt Service Reserve Account authorized, established, designated, and provided for in Section 5.03(a)(2)(B) of this Bond Resolution.

"Defaulted Interest" shall mean interest on any Bond which is not paid on the date due.

"Defaulted Principal" shall mean principal of any Bond which is not paid on the date due.

"Depreciation Fund" shall mean the Combined Water and Sewer System Depreciation Fund authorized, established, designated, and provided for in Section 5.03(a)(3) of this Bond Resolution.

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

"Event of Default" shall mean an event of default as described in Section 8.01 of this Bond Resolution.

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

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

"Improvement Fund" shall mean the Combined Water and Sewer System Improvement Fund authorized, established, designated, and provided for in Section 6.01 of this Bond Resolution.

"Loans" shall mean any loans for the System existing on the date of issuance of the Series 2019 Bonds resulting from any loan agreements entered into by the Municipality under any loan programs of the State of Mississippi.

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

"Mayor" shall mean the Mayor of the Municipality.

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

"Municipal Advisor" shall mean Government Consultants, Inc., Madison, Mississippi.

"Nationally Recognized Bond Counsel" shall mean an attorney or firm of attorneys with a national reputation for rendering opinions in connection with the issuance of municipal obligations and the tax-exempt status under federal law of interest on such obligations.

"Net Revenues" shall mean all Revenues remaining after payment of Current Expenses and debt service on the Loans.

"Notice" shall mean the Notice of Bond Sale set out in Section 10.01 hereof.

"Operation and Maintenance Fund" shall mean the Combined Water and Sewer System Operation and Maintenance Fund authorized, established, designated, and provided for in Section 5.03(a)(1) of this Bond Resolution.

"Outstanding" in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered under the Bond Resolution or any Additional Bonds Resolution, except:

(1) Bonds theretofore canceled or required to be canceled under any of the aforesaid bond resolutions;

(2) Bonds deemed paid under the aforesaid bond resolutions; and

(3) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to any of the aforesaid bond resolutions.

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

"Paying Agent" shall mean any bank, trust company, or other institution herein or hereafter designated by the Governing Body to make payments of the principal of and interest on the Series 2019 Bonds, and to serve as registrar and transfer agent for the registration of owners

of the Series 2019 Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

"Payment Date" shall mean May 1, and semiannually thereafter on May 1 and November 1 of each year, and continuing until the last such date on which any of the Series 2019 Bonds is Outstanding, or is paid in full whether at maturity or upon redemption thereof.

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

"Principal and Interest Requirements" for any Bond Year shall mean the sums sufficient for the payment of the principal of and interest on the Bonds which will mature and accrue during such period, including the Loans, excluding any principal or premium payable pursuant to any optional redemption provisions but including, with respect to Bonds which are term Bonds, any principal and interest coming due in such Bond Year pursuant to any mandatory sinking fund redemption payments pertaining to such term Bonds.

"Procedures" shall mean the Post Issuance Compliance Procedures, attached hereto as **Attachment B**.

"Project" shall mean the improvements, repairs, and extensions to the System, to be made in substantial accordance with the plans and specifications, as they may be amended and supplemented, prepared by the Consulting Engineer.

"Purchaser" shall mean the successful bidder for the Series 2019 Bonds to be hereafter designated by the Governing Body.

"Record Date" shall mean, as to interest payments, the fifteenth (15th) day of the month preceding the dates set for payment of interest on the Series 2019 Bonds and, as to payments of principal, the fifteenth (15th) day of the month preceding the maturity date thereof.

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

"Redemption Price" shall mean, with respect to a Series 2019 Bond, the principal amount of such Series 2019 Bond, plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms and pursuant to the provisions hereof.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality as the Registered Owner of a Bond or Bonds.

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

"Reserve Account Requirement" for an issue of Bonds shall, except as otherwise provided below, be calculated as of the date of initial issuance of such issue of Bonds and shall be the lesser of: (a) ten percent (10%) of the "principal amount" of all Bonds of such issue; (b) the Maximum Annual Debt Service Requirement with respect to such issue, calculated on a Bond Year basis; and (c) one hundred twenty-five percent (125%) of the average annual debt

service on such issue, calculated on a Bond Year basis. The amount of the Reserve Account Requirement for an issue of Bonds shall be calculated and/or recalculated as of: the date of initial issuance of such issue of Bonds; any date on which such issue of Bonds shall be retired, paid in full or defeased; and any date on which a portion, but not all, of the Bonds of such issue shall be refunded. If a portion, but not all, of the Bonds of an issue (the "Refunded Issue") shall be refunded, the Reserve Account Requirement shall be computed on the date of initial issuance of the refunding Bonds (the "Refunding Issue") and thereafter as applicable collectively with respect to the Refunded Issue and the Refunding Issue as the lesser of: (a) the greater of (i) ten percent (10%) of the aggregate Outstanding principal of the Refunded Issue plus ten percent (10%) of the principal of the Refunding Issue, and (ii) the Reserve Account Requirement with respect to the Refunded Issue as of its date of initial issuance; (b) the aggregate Maximum Annual Debt Service Requirement, taking into account all Outstanding Bonds of the Refunded Issue and the Refunding Issue, calculated on a Bond Year basis; (c) one hundred twenty-five percent (125%) of the average future annual debt service on all Outstanding Bonds of the Refunded Issue and the Refunding Issue, calculated on a Bond Year basis; and (d) the maximum amount which can be allocated to the Debt Service Reserve Account without causing the Debt Service Reserve Account to be other than a reasonably required reserve or replacement fund under Treasury Regulations as applicable to the Refunded Issue and the Refunding Issue. The Reserve Account Requirement may be funded with a Reserve Fund Surety Bond, cash, or a combination of both. As used in this paragraph, the term "principal amount" shall mean, with respect to any Bond, the stated principal amount of such Bond, unless the issue of Bonds which included such Bond had more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, in which event principal amount shall mean the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations) of such Bond.

"Reserve Fund Surety Bond" shall mean an insurance policy, letter of credit, or surety bond issued by an insurance company or financial institution acceptable to and approved by the Municipality and the rating agency, if any, and also approved by the Bond Insurer, if any, which shall be issued in an amount equal to all or a portion of the Reserve Account Requirement and may be utilized in whole or in part to satisfy the deposit and funding requirements set forth in this Bond Resolution in lieu of or in substitution for a deposit of cash or securities.

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

"Revenue Fund" shall mean the Combined Water and Sewer System Revenue Fund authorized, established, designated, provided for in Section 5.02 of this Bond Resolution.

"Revenues" shall mean all payments, proceeds, fees, charges, rents, and all other income (including investment income) derived by or for the account of the Municipality from its ownership and operation of the System, excluding all acreage, front-footage, assessment, and similar fees and charges derived by the Municipality in connection with the provision of or payment for capital improvements constituting a part of the System, and gifts, grants, bequests, and proceeds of tax levies, if any, all as calculated in accordance with generally accepted accounting principles.

"Series 2019 Bonds" shall mean the Combined Water and Sewer System Revenue Bonds, Series 2019, of the Municipality in the original principal amount of Ten Million Dollars (\$10,000,000), authorized and directed to be issued in this Bond Resolution.

"Special Record Date" shall mean the date fixed by the Paying Agent pursuant to Section 3.02(d) and Section 3.02(e) of this Bond Resolution for the payment of Defaulted Interest and Defaulted Principal, respectively.

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

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

"System" shall mean the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality, as the same presently exists and as hereafter improved, repaired, and extended.

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

2. Heretofore, on September 18, 2018, the Governing Body adopted a resolution entitled, "A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES," wherein the Governing Body found, determined, and adjudicated that it is necessary that combined water and sewer system revenue bonds of the Municipality be issued in the amount, for the purpose, and secured as aforesaid, declared its intention to issue the combined water and sewer system revenue bonds, and fixed Tuesday, November 6, 2018, at 5:30 p.m., as the date and hour on which it proposed to direct the issuance of combined water and sewer system revenue bonds, on or prior to which date and hour any protests to be made against the issuance of such bonds were required to be filed.

3. As required by law and as directed by the aforesaid resolution, said resolution was published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published in said newspaper on October 9, 2018, October 16, 2018, and October 23, 2018, the third (3rd) such publication on October 23, 2018, being more than ten (10) days prior to November 6, 2018, the date set for the filing of protests on the matter of authorizing the issuance of the combined water and sewer system revenue bonds.

4. On November 6, 2018, the date and hour on which it was proposed to direct the issuance of combined water and sewer system revenue bonds, no written protest or other objection of any kind or character against the issuance of the bonds described in the aforesaid resolution was filed or presented by qualified electors of the Municipality.

5. Therefore, on November 6, 2018, the Governing Body adopted a resolution entitled, “RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES,” wherein the Governing Body found, determined, and adjudicated that it was authorized to issue and sell the Series 2019 Bonds for the Authorized Purpose and the Project, pursuant to the subsequent orders of the Governing Body.

6. It is advisable and in the public interest to authorize the Mayor to arrange for a Bond Insurance Policy for the payment of principal and interest on the Series 2019 Bonds in the event that the Mayor determines that obtaining any Bond Insurance Policy is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2019 Bonds. The Governing Body should authorize such Bond Insurance Policy to be obtained and should authorize a commitment for the Bond Insurance Policy to be executed on behalf of the Municipality by the Mayor and City Clerk if the Mayor determines such Bond Insurance Policy to be in the best interest of the Municipality.

7. It is advisable and in the public interest to authorize the Mayor to arrange for a bond rating for the Series 2019 Bonds in the event that the Mayor determines that may realize a savings in connection with the issuance of the Series 2019 Bonds. The Governing Body should authorize the obtaining of such rating, the execution of any documents necessary or appropriate for such purpose, and the commitment to pay the rating fee and other usual costs pertaining to any such bond rating, if the Mayor determines any such bond rating to be in the best interest of the Municipality.

8. The Governing Body has heretofore found and determined that it is necessary, advisable, and in the best interest of the Municipality and its citizens to proceed with the Project. It is advisable that the costs of the Project should be met through the issuance of combined water and sewer system revenue bonds of the Municipality, issued and secured in the manner hereinafter provided.

9. The Governing Body now finds and determines that it is necessary, advisable, and in the public interest to direct the issuance of and offer for sale the Series 2019 Bonds in the maximum principal amount of Ten Million Dollars (\$10,000,000), out of the authorized maximum principal amount of Ten Million Dollars (\$10,000,000).

10. The estimated cost of the Project caused to be made by the Governing Body is Ten Million Dollars (\$10,000,000), and the estimated life thereof is at least thirty (30) years.

11. The Governing Body heretofore has found and determined that it is advisable that the cost of the Project should be met through the issuance of combined water and sewer system revenue bonds of the Municipality, payable solely from the Revenues to be derived from the ownership and operation of the System.

12. The Municipality is authorized under the provisions of the Act to issue its combined water and sewer system revenue bonds to provide funds for the Project, the Series 2019 Bonds to be payable solely from Net Revenues and certain funds provided for herein.

13. The amount of the Series 2019 Bonds, when added to the outstanding indebtedness of the Municipality, will not exceed any constitutional, statutory, or charter limitation of indebtedness.

14. The Municipality is authorized under the provisions of the Act to issue the Series 2019 Bonds to provide funds for the Project.

15. The pledge of and lien on a sufficiency of the Net Revenues and amounts on deposit from time to time in the Improvement Fund and the Bond and Interest Fund should be extended in this Bond Resolution for the benefit of the Registered Owners of the Series 2019 Bonds.

16. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Series 2019 Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Series 2019 Bonds from gross income for purposes of federal income taxes, since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

17. The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Series 2019 Bonds will be used to carry out the governmental purposes of the Series 2019 Bonds within a three-year period beginning on the date of issuance of the Series 2019 Bonds.

18. The Series 2019 Bonds are not “private activity bonds” as such term is defined in Section 141 of the Code.

19. The Preliminary Official Statement pertaining to the sale of the Series 2019 Bonds, in substantially the form attached hereto as **Attachment A**, should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Series 2019 Bonds.

20. The Official Statement pertaining to the sale of the Series 2019 Bonds should be approved by the Governing Body, and it is necessary and appropriate for the Governing Body to authorize the execution thereof.

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

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

23. It has now become necessary to make provision for the preparation, execution, issuance, sale, and delivery of the Series 2019 Bonds.

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

ARTICLE I STATUTORY AUTHORITY; SYSTEM

SECTION 1.01. AUTHORITY OF THIS BOND RESOLUTION. This Bond Resolution is adopted pursuant to the authority of and in compliance with the provisions of the Act.

SECTION 1.02. SYSTEM. The waterworks, water supply, sewage, and sewage disposal system of the Municipality, together with all extensions thereof, shall be operated as a combined water and sewer system, referred to herein as the System.

ARTICLE II APPLICATION OF SERIES 2019 BOND PROCEEDS

SECTION 2.01. APPLICATION OF SERIES 2019 BOND PROCEEDS. All funds received from the sale of the Series 2019 Bonds shall on the Closing Date be applied as follows:

(a) **BOND AND INTEREST FUND.** Into the Bond and Interest Fund as follows:

(1) **CURRENT DEBT SERVICE ACCOUNT.** A sum equal to the amount of accrued interest received upon the sale and delivery of the Series 2019 Bonds shall be deposited into the Current Debt Service Account of the Bond and Interest Fund.

(2) **DEBT SERVICE RESERVE ACCOUNT.** To the extent that other funds of the Municipality have not been deposited into the Debt Service Reserve Account, so that the amount therein is equal to the Reserve Account Requirement, or a Reserve Fund Surety Bond has not been issued to the Municipality, then such sum as is necessary, in addition to other funds on deposit in the Debt Service Reserve Account, shall be deposited into the Debt Service Reserve Account so that the total amount therein is equal to the Reserve Account Requirement.

(b) **IMPROVEMENT FUND.** The remaining portion of the sale proceeds of the Series 2019 Bonds shall be deposited into the Improvement Fund.

ARTICLE III AUTHORIZATION, TERMS, AND EXECUTION OF THE SERIES 2019 BONDS

SECTION 3.01. AUTHORIZATION AND TERMS OF THE SERIES 2019 BONDS. (a) Combined Water and Sewer System Revenue Bonds, Series 2019, of the Municipality, in the

aggregate principal amount of Ten Million Dollars (\$10,000,000) are hereby authorized and directed to be issued for the Authorized Purpose and the Project. The Series 2019 Bonds shall be issued as fully registered bonds; shall be dated May 1, 2019; shall be in the denomination of Five Thousand Dollars (\$5,000) each or any integral multiple thereof up to the amount of a single maturity; shall be numbered consecutively in numerical order from 1 upward; shall bear interest, calculated on the 30/360 basis, from the date thereof at the rate or rates specified by further order of the Governing Body, payable on May 1, 2020, and semiannually thereafter on May 1 and November 1 in each year; and shall mature, with option of prior payment, on May 1 in the years and principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2020	\$335,000
2021	\$350,000
2022	\$365,000
2023	\$380,000
2024	\$395,000
2025	\$410,000
2026	\$425,000
2027	\$440,000
2028	\$460,000
2029	\$480,000
2030	\$495,000
2031	\$515,000
2032	\$535,000
2033	\$560,000
2034	\$580,000
2035	\$605,000
2036	\$630,000
2037	\$655,000
2038	\$680,000
2039	\$705,000

(b) The Series 2019 Bonds maturing after May 1, 2029, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after May 1, 2029, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity, as follows:

(1) Interest shall cease to accrue on any of the Series 2019 Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(2) At least thirty (30) days before the redemption date of any Series 2019 Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (i) to be filed with the Paying Agent and (ii) to be mailed, postage prepaid, to all Registered Owners of the Series 2019 Bonds to be redeemed at their addresses as they appear on the registration books herein provided for on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each

such notice shall set forth the date fixed for redemption, the place or places at which payment shall be made, and, if less than all of the Series 2019 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2019 Bonds to be redeemed.

(3) Prior to the date fixed for redemption, funds shall be placed with the Paying Agent to pay the Series 2019 Bonds called for redemption and accrued interest thereon to the redemption date and the premium, if any, in trust with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the Series 2019 Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by this Bond Resolution and shall not be deemed to be Outstanding under the provisions of this Bond Resolution.

SECTION 3.02. PAYMENTS OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST.

(a) Payments of principal and premium, if any, shall be made upon presentation and surrender of the Series 2019 Bonds at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) Except as set forth in Section 3.02(d), payment of each installment of interest on the Series 2019 Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Series 2019 Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Except as set forth in Section 3.02(d), interest on the Series 2019 Bonds shall be paid and, following presentation and surrender of the Series 2019 Bonds as set forth in Section 3.02(a) hereof, principal and premium, if any, of the Series 2019 Bonds shall be paid by check or draft mailed on the applicable Payment Date to Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the Record Date preceding the applicable Payment Date to be effective as of such Record Date.

(d) Defaulted Interest with respect to any Series 2019 Bond shall cease to be payable to the relevant Record Date Registered Owner of such Series 2019 Bond and, except as hereinafter provided, shall be payable to the Person in whose name such Series 2019 Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest. The Special Record Date shall be fixed in the following manner: the Municipality shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2019 Bond and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time, the Municipality shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust by the Paying Agent for the benefit of the Bondholders entitled to such Defaulted Interest. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest, which date shall be not more than fifteen (15) days nor less than ten (10) days prior to the date of the proposed payment and not less than ten (10) days after the Paying Agent receives the notice of the proposed payment.

The Paying Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, not less than ten (10) days prior to such Special Record Date, to each Bondholder entitled to such Defaulted Interest at the address of such Person as it appears on the registration records of the Paying Agent. Such Defaulted Interest shall be paid on the payment date chosen by the Municipality to the Registered Owners as of the Special Record Date of the Series 2019 Bonds with respect to which such Defaulted Interest is payable, said payment to be made by check or draft mailed by the Paying Agent to such Registered Owners at their addresses appearing on the registration records of the Paying Agent. Defaulted Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of a Series 2019 Bond subsequent to the Special Record Date and prior to the date set for payment of such Defaulted Interest.

(e) Defaulted Principal with respect to any Series 2019 Bond shall cease to be payable to the relevant Record Date Registered Owner of such Series 2019 Bond and, except as hereinafter provided, shall be payable to the Person in whose name such Series 2019 Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Principal. The Special Record Date shall be fixed in the following manner: the Municipality shall notify the Paying Agent in writing of the amount of Defaulted Principal proposed to be paid on each Series 2019 Bond and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time, the Municipality shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Principal or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust by the Paying Agent for the benefit of the Bondholders entitled to such Defaulted Principal. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Principal, which date shall be not more than fifteen (15) days nor less than ten (10) days prior to the date of the proposed payment and not less than ten (10) days after the Paying Agent receives the notice of the proposed payment. The Paying Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, shall cause notice of the proposed payment of such Defaulted Principal and the Special Record Date therefor to be mailed, first-class postage prepaid, not less than ten (10) days prior to such Special Record Date, to each Bondholder entitled to such Defaulted Principal at the address of such Person as it appears on the registration records of the Paying Agent. Such Defaulted Principal shall be paid on the payment date chosen by the Municipality upon presentation and surrender of the applicable Series 2019 Bonds at the principal office of the Paying Agent to the Registered Owners as of the Special Record Date of the Series 2019 Bonds with respect to which such Defaulted Principal is payable, said payment to be made by check or draft mailed by the Paying Agent to such Registered Owners at their addresses appearing on the registration records of the Paying Agent. Defaulted Principal shall be payable in the aforesaid manner irrespective of any transfer or exchange of a Series 2019 Bond subsequent to the Special Record Date and prior to the date set for payment of such Defaulted Principal.

SECTION 3.03. EXECUTION AND VALIDATION OF THE SERIES 2019 BONDS; CONDITIONS TO DELIVERY OF THE SERIES 2019 BONDS. (a) The Series 2019 Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the Municipality imprinted or

affixed thereto; provided, however, all signatures and seals appearing on the Series 2019 Bonds, other than the signature of an authorized officer of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Series 2019 Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) The Series 2019 Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale, and validation of the Series 2019 Bonds, and the final, unqualified approving opinion of Bond Counsel.

(c) Prior to or simultaneously with the delivery by the Paying Agent of any of the Series 2019 Bonds, the Municipality shall file with the Paying Agent:

(1) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, and validation of the Series 2019 Bonds; and

(2) an authorization to the Paying Agent, signed by the Mayor and/or the City Clerk, to authenticate and deliver the Series 2019 Bonds to the Purchaser.

(d) The Paying Agent shall authenticate the Series 2019 Bonds and deliver them to the Purchaser upon payment of the purchase price of the Series 2019 Bonds to the Municipality.

(e) Certificates, blank as to denomination, rate of interest, and date of maturity and sufficient in quantity in the judgment of the Municipality to meet the reasonable transfer and reissuance needs on the Series 2019 Bonds, shall be printed and delivered to the Paying Agent in generally-accepted format, and held by the Paying Agent until needed for transfer or reissuance, whereupon the Paying Agent shall imprint the appropriate information as to denomination, rate of interest, and date of maturity prior to the registration, authentication, and delivery thereof to the transferee holder. Subject to the approval of the Governing Body, the Paying Agent is hereby authorized to have printed from time to time as necessary additional certificates bearing the facsimile seal of the Municipality and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Series 2019 Bonds.

(f) The Series 2019 Bonds herein directed to be issued shall be submitted to validation under the provisions of Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end, the City Clerk is hereby instructed to make up, certify, and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the authorization, issuance, and sale of the Series 2019 Bonds.

(g) When the Series 2019 Bonds shall have been validated and executed as herein provided, they shall be registered as obligations of the Municipality in the office of the City Clerk in a book maintained for that purpose, and the City Clerk shall cause to be imprinted upon each of the Series 2019 Bonds, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 3.10 hereof.

(h) The Municipality provides hereinafter that the Debt Service Reserve Account shall be additionally fully funded in an amount equal to the Reserve Account Requirement and further provides that all Additional Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment therefrom without preference of any Bonds over any other.

SECTION 3.04. PROVISIONS CONCERNING THE PAYING AGENT. (a) A Paying Agent for the Series 2019 Bonds, which shall serve as paying agent, registrar, and transfer agent, shall be designated by further order of the Governing Body.

(b) So long as any of the Series 2019 Bonds shall remain Outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Series 2019 Bonds. The Paying Agent is hereby appointed registrar for the Series 2019 Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Series 2019 Bond entitled to registration or transfer.

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

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

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

(3) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian;

provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having a combined capital and surplus of at least Twenty-Five Million Dollars (\$25,000,000), having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

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

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

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2019 Bonds.

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

(e) Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of Section 3.04(d)(4) hereof.

SECTION 3.05. INTERCHANGEABILITY OF SERIES 2019 BONDS. The Series 2019 Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Series 2019 Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Series 2019 Bonds

of the same series and maturity, of any denomination or denominations authorized by this Bond Resolution, and bearing interest at the same rate.

SECTION 3.06. REGISTRATION BOOKS AND BOND REGISTRAR. (a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Series 2019 Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the Municipality, one Series 2019 Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Series 2019 Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Series 2019 Bonds, the Paying Agent shall re-register any such Series 2019 Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

(b) So long as any Series 2019 Bonds shall remain Outstanding, the Municipality shall maintain at the office of the Paying Agent books for the registration and transfer of Series 2019 Bonds. The Paying Agent is hereby appointed Bond Registrar for the Municipality for the purpose of registration and transfer of the Series 2019 Bonds. The Paying Agent, as Bond Registrar, shall register in such books and permit to be transferred thereon, under such reasonable regulations as the Paying Agent may prescribe, any Series 2019 Bond entitled to registration or transfer.

SECTION 3.07. TRANSFER OF SERIES 2019 BONDS. (a) Each Series 2019 Bond shall be transferable only on the books of the Municipality kept at the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Series 2019 Bond, the Municipality shall issue in the name of the transferee a new Series 2019 Bond or Series 2019 Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2019 Bond.

(b) The Municipality and the Paying Agent may deem and treat the Person in whose name any Series 2019 Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Series 2019 Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2019 Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Municipality upon such Series 2019 Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

(c) In all cases in which the privilege of transferring Series 2019 Bonds is exercised, the Paying Agent shall authenticate and deliver Series 2019 Bonds in accordance with the provisions of this Bond Resolution.

SECTION 3.08. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS. (a) In all cases in which the privilege of exchanging or transferring Series 2019 Bonds is exercised, the Municipality shall, in the manner and to the extent, if any, required hereunder, execute and the Paying Agent, as Registrar, shall authenticate and deliver Series 2019 Bonds in accordance with provisions of this Bond Resolution without expense to the Holders of the Series 2019 Bond.

(b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Series 2019 Bond during the fifteen (15) days next preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Series 2019 Bonds, the date of the mailing of notice of such redemption.

SECTION 3.09. SERIES 2019 BONDS MUTILATED, DESTROYED, STOLEN, OR LOST. In case any Series 2019 Bond shall become mutilated or be destroyed, stolen, or lost, the Municipality may cause to be authenticated and delivered a new Series 2019 Bond in exchange and substitution for such mutilated Series 2019 Bond, upon surrender and cancellation of such mutilated Series 2019 Bond, or in lieu of and substitution for the Series 2019 Bond destroyed, stolen, or lost and upon the Bondholder's furnishing the Municipality or the Paying Agent proof of his ownership thereof and satisfactory indemnity and complying with the statutes of the State of Mississippi and such other reasonable regulations and conditions as the Municipality or the Paying Agent may require. All Series 2019 Bonds so surrendered shall be canceled and held for the account of the Municipality. If any such Series 2019 Bond shall have matured or be about to mature, instead of issuing a substituted Series 2019 Bond, the Municipality may pay or cause to be paid the same upon being indemnified as aforesaid, and if such Series 2019 Bond be lost, stolen or destroyed, without surrender thereof. Any such duplicate Series 2019 Bonds issued pursuant to this Section shall constitute additional contractual obligations on the part of the Municipality, whether or not the lost, stolen, or destroyed Series 2019 Bonds be at any time found by anyone, and such duplicate Series 2019 Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Net Revenues of the System with all other Series 2019 Bonds issued hereunder.

SECTION 3.10. FORM OF THE SERIES 2019 BONDS. The Series 2019 Bonds and the registration and validation certificate shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and/or City Clerk, delivery or execution thereof to be conclusive evidence of such approval:

[BOND FORM]

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF STARKVILLE
COMBINED WATER AND SEWER SYSTEM REVENUE BOND
SERIES 2019

NO. _____ \$ _____

<u>Rate of Interest</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____%	_____, 20__	_____, 20__	_____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Starkville, located in the State of Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Series 2019 Bond, at the principal office of _____, _____, Mississippi, or its successor, as paying agent (the "Paying Agent") for the Municipality's Combined Water and Sewer System Revenue Bonds, Series 2019, in the aggregate principal amount of Ten Million Dollars (\$10,000,000) (the "Series 2019 Bonds"), on the maturity date identified above, the principal amount identified above. Except as provided in the Bond Resolution, as hereinafter defined, with respect to Defaulted Principal (as defined therein), payment of the principal amount of this Series 2019 Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which shall also serve as registrar and transfer agent, as of the fifteenth (15th) day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Series 2019 Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above on May 1, and semiannually thereafter on November 1 of each year, until said principal sum is paid. Except as provided in the Bond Resolution, as hereinafter defined, with respect to Defaulted Interest (as defined therein), interest payments on this Series 2019 Bond shall be paid to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the fifteenth (15th) day of the calendar month preceding the applicable interest payment date.

This Series 2019 Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality (the "Governing Body"), including a resolution authorizing and directing the issuance of the Series 2019 Bonds, adopted by the Governing Body on _____, 20__ (the "Bond Resolution").

Capitalized terms used herein and not otherwise defined shall have the definitions given in the Bond Resolution.

Interest on this Series 2019 Bond shall be paid and, following presentation and surrender of this Series 2019 Bond as set forth above, principal of this bond shall be paid by check or draft mailed on the applicable payment date to the Registered Owner of this bond as of the Record Date at the address appearing in the registration records of the Paying Agent. Such address may be changed by written notice from the Registered Owner hereof to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth (15th) day of the calendar month preceding the applicable payment date to be effective as of such date.

This Series 2019 Bond is one of a series of Bonds of like date of original issue, tenor, and effect, except as to denomination, number, rate of interest, and date of maturity, issued in the aggregate authorized principal amount of Ten Million Dollars (\$10,000,000), out of an authorized amount of Ten Million Dollars (\$10,000,000), to raise money for improvements,

repairs. and extensions to the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality (the "System").

The Series 2019 Bonds maturing after May 1, 2029, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after May 1, 2029, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity, as follows:

(a) Interest shall cease to accrue on any of the Series 2019 Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(b) At least thirty (30) days before the redemption date of any Series 2019 Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (a) to be filed with the Paying Agent and (b) to be mailed, postage prepaid, to all Record Date Registered Owners at their addresses as they appear on the registration books herein provided for, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the place or places at which payment shall be made, and, if less than all of the Series 2019 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2019 Bonds to be redeemed. If less than all of the outstanding Series 2019 Bonds of a maturity are to be redeemed, the particular Series 2019 Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the Paying Agent shall deem fair and appropriate. The Municipality may provide for the selection of portions of the principal of Series 2019 Bonds (in integral multiples of \$5,000), and for all purposes of this Series 2019 Bond, all provisions relating to the redemption of Series 2019 Bonds shall relate, in the case of any Series 2019 Bond redeemed or to be redeemed only in part, to the portion of the principal of such Series 2019 Bond which has been or is to be redeemed.

(c) On the date so designated for redemption, the Series 2019 Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2019 Bonds on such date, and, if funds for payment of the redemption price and the accrued interest are held by the Paying Agent in trust for the Record Date Registered Owners of the Series 2019 Bonds to be redeemed, as provided in the Bond Resolution, the interest on any Series 2019 Bonds so called for redemption payable subsequent to the redemption date shall cease to accrue, such Series 2019 Bonds shall cease to be entitled to any benefit or security under the Bond Resolution, and the Record Date Registered Owners of such Series 2019 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and the accrued interest thereon to the redemption date.

The Series 2019 Bonds are registered as to both principal and interest, and are to be issued or reissued in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity.

This Series 2019 Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Series 2019 Bond. Upon such transfer or exchange, a new Series 2019

Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

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

The principal of, premium, if any, and interest on this Series 2019 Bond shall be payable solely from (i) a sufficiency of the revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of any loans from the State of Mississippi as of the date of issuance of the Series 2019 Bonds, and (ii) the Current Debt Service Account and the Debt Service Reserve Account, both of which sources have been pledged on a parity of lien with any Additional Bonds issued in accordance with the provisions of the Bond Resolution. Additional Bonds on a parity of lien with the Series 2019 Bonds may be issued pursuant to the provisions of the Bond Resolution.

In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality hereby irrevocably pledges (i)) a sufficiency of the revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of any loans from the State of Mississippi as of the date of issuance of the Series 2019 Bonds, and to make the payments into the Current Debt Service Account and into the Debt Service Reserve Account, and all other payments provided for in this Bond Resolution as the same become due and payable, and (ii) the Current Debt Service Account and the Debt Service Reserve Account. The Series 2019 Bonds are secured on a parity of lien with any Additional Bonds issued pursuant to this Bond Resolution. The Bonds shall be secured equally and ratably by such pledge.

The Series 2019 Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory, or charter limitation of indebtedness, but shall be payable solely from the sources herein provided. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Series 2019 Bonds or the making of any reserve or other payments provided for in this Bond Resolution

The Municipality covenants and agrees that it will perform all duties required by law and by the Bond Resolution; that it will apply the proceeds of this Series 2019 Bond to the purposes above set forth; that, as long as this Series 2019 Bond is Outstanding, it will operate and maintain the System; that it will fix and maintain rates and make and collect charges for the services of the System, without regard to the user thereof, sufficient to provide for the operation and maintenance of the System in good repair and working order, to provide for the payment of the principal of and interest on this Series 2019 Bond as same shall mature and accrue, and to provide for a Depreciation Fund and a Contingent Fund, all as set forth in the Bond Resolution; and that such an amount of the revenues of the System remaining after paying the expense of operating and maintaining the System and payment of any loans from the State of Mississippi as of the date of issuance of the Series 2019 Bonds and as will maintain the Bond and Interest Fund for this Series 2019 Bond, as the same shall mature and accrue, is hereby irrevocably pledged to said purpose.

IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED that all conditions, acts, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of this Series 2019 Bond, in order to make the same a legal and binding limited obligation of the Municipality, according to the terms hereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law.

This Series 2019 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Municipality has caused this Series 2019 Bond to be executed in its name by the manual or facsimile signature of the Mayor of the Municipality, countersigned by the manual or facsimile signature of the City Clerk of the Municipality, under the facsimile or manual seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of the _____ day of _____, 2019.

CITY OF STARKVILLE, MISSISSIPPI

Mayor

COUNTERSIGNED:

City Clerk

(seal)

There shall be printed on or accompany the Series 2019 Bonds a “Registration and Authentication Certificate” in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Series 2019 Bond is one of the Series 2019 Bonds described in the within mentioned Bond Resolution and is one of the Combined Water and Sewer System Revenue Bonds, Series 2019, of the City of Starkville, Mississippi.

as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

There shall be printed on or accompany the Series 2019 Bonds a “Registration and Validation Certificate” and an “Assignment” form in substantially the following forms:

REGISTRATION AND VALIDATION CERTIFICATE

I, the undersigned City Clerk of the City of Starkville, Mississippi, do hereby certify that the within Series 2019 Bond has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Oktibbeha County, Mississippi, rendered on the ____ day of _____, 2019.

City Clerk

(seal)

ASSIGNMENT

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

(Name and Address of Assignee)

the within Series 2019 Bond and does hereby irrevocably constitute and appoint _____ as Paying Agent to transfer the said Series 2019 Bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Series 2019 Bond in every particular, without any alteration whatsoever.

(Authorized Officer)

Date of Assignment: _____

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

ARTICLE IV **SECURITY FOR THE BONDS**

SECTION 4.01. SERIES 2019 BONDS SECURED BY PLEDGE OF NET REVENUES AND CERTAIN OTHER FUNDS. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality hereby irrevocably pledges (i) a sufficiency of the Net Revenues to pay the principal of, premium, if any, and interest on the Bonds, and to

make the payments into the Current Debt Service Account and into the Debt Service Reserve Account, and all other payments provided for in this Bond Resolution as the same become due and payable, and (ii) the Current Debt Service Account and the Debt Service Reserve Account. The Series 2019 Bonds are secured on a parity of lien with any Additional Bonds issued pursuant to this Bond Resolution. The Bonds shall be secured equally and ratably by such pledge.

SECTION 4.02. SERIES 2019 BONDS ARE LIMITED OBLIGATIONS. The Series 2019 Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory, or charter limitation of indebtedness, but shall be payable solely from the sources herein provided. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Series 2019 Bonds or the making of any reserve or other payments provided for in this Bond Resolution.

ARTICLE V
RATE COVENANT; REVENUES OF SYSTEM AND
APPLICATION THEREOF

SECTION 5.01. RATE COVENANT. (a) So long as any of the principal of or interest on any of the Bonds shall be Outstanding and unpaid, or until adequate provision has been made for the payment of the principal of, premium, if any, and interest on the Bonds in accordance with Section 9.02 of this Bond Resolution, as applicable, the Municipality covenants with the Bondholders that the Municipality will fix, establish, maintain, levy, and collect such rates, fees, rents, and other charges for the services and facilities of the System and all parts thereof, and will revise the same from time to time whenever necessary, as will always provide Revenues at least sufficient: (1) to pay the Current Expenses of the System, and (2) to provide one hundred twenty percent (120%) of the amount of the maximum Principal and Interest Requirements for the current Bond Year on account of the Bonds then Outstanding. The Municipality shall maintain a rate ordinance which shall provide Revenues in each Fiscal Year sufficient to satisfy the requirements of this Section. To the extent permitted by applicable law, the aforesaid rate ordinance shall also provide for a penalty charge for non-payment of bills within a specified number of days after their due date and discontinuance of service upon non-payment of bills within a specified number of days after their due date, and the Municipality shall discontinue the supplying of the services and facilities of the System for non-payment of bills for such services and facilities within such time period and will not restore the services and facilities of the System to any of such delinquent users until payment in full of all delinquent charges, including reasonable charges for restoration of services.

(b) If the Revenues in any Fiscal Year as shown by the Municipality's audit are less than the total amount set forth in Section 5.01(a), then it shall, as promptly as possible, request the Consulting Engineer, the Municipal Advisor, or an accountant, to make recommendations as to a revision of such rates, fees, rents and other charges or methods of operating the System which will result in producing the required amount in Revenues in the following Bond Year. Upon receipt of such recommendations the Municipality shall, subject to applicable requirements imposed by law, immediately revise such rates, fees, rents, and other charges and take such other actions respecting the methods of operation of the System as shall in its discretion be deemed necessary.

SECTION 5.02. COMBINED WATER AND SEWER SYSTEM REVENUE FUND. An amount of the Revenues of the System sufficient to provide for the deposits hereinafter required

by Section 5.03 shall be deposited on or before the first (1st) Business Day of each month, commencing in the first (1st) calendar month following the Closing Date, into the Revenue Fund authorized, established, designated, and provided for in this Section of the Bond Resolution. The Revenue Fund shall continue for the purposes of this Bond Resolution and for any Additional Bonds.

SECTION 5.03. DISPOSITION OF REVENUES; ESTABLISHMENT OF FUNDS. (a) The Municipality will set aside, allocate, and deposit funds from the Revenue Fund into the separate funds as authorized, established, designated, and provided for herein. Such sums shall be set aside, allocated, and deposited by the City Clerk without further direction of or action by the Governing Body in the following manner and order of priority:

(1) Operation and Maintenance Fund. On or before the first (1st) Business Day of each month, beginning with the first (1st) calendar month following the Closing Date, an amount which, when added to any funds then on deposit in the Operation and Maintenance Fund, shall be equal to the estimated Current Expenses of the System for the next succeeding calendar month, including any amounts needed to cover deficiencies in preceding months. Funds in the Operation and Maintenance Fund shall be disbursed from time to time as needed for the operation and maintenance of the System.

(2) Bond and Interest Fund. From the funds in the Revenue Fund there shall next be apportioned, set aside, and deposited into the Bond and Interest Fund the amounts required for the following accounts in the Bond and Interest Fund to be funded in the order listed:

(A) Current Debt Service Account. On or before the first (1st) Business Day of each month, beginning in the first calendar month following the Closing Date (but not sooner than one (1) year prior to the first (1st) principal payment date as to principal payments), there shall be apportioned, set aside, and deposited into the Current Debt Service Account, Revenues for the payment of interest in an amount which, together with funds on deposit in the Current Debt Service Account for such purpose and together with approximately equal subsequent monthly deposits on or before the first (1st) Business Day of each month, will provide a sum for the payment of interest equal to the amount necessary to pay the next installment of interest on the Bonds, and Revenues for the payment of principal in an amount which, together with funds on deposit in the Current Debt Service Account for such purpose and together with approximately equal subsequent monthly deposits on or before the first (1st) Business Day of each month, will provide a sum for the payment of principal equal to the amount necessary to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment).

(B) Debt Service Reserve Account. (i) Provided, that in addition to the funds hereby required to be paid into the Current Debt Service Account of the Bond and Interest Fund, the Debt Service Reserve Account shall be maintained as a subaccount in the Bond and Interest Fund in order to meet any deficiency therein in future years. In order to fully fund the Debt Service Reserve Account, the City Clerk shall immediately upon delivery of the Series 2019 Bonds deposit an amount from the proceeds of the sale of the Series 2019 Bonds or any other legally available funds of the Municipality, which, together with funds on deposit in the Debt Service Reserve Account, will be equal to the Reserve Account Requirement (calculated with respect to the Series 2019 Bonds), at which amount the Debt Service Reserve Account shall thereafter be maintained by such future payments as may be necessary for that

purpose. The Debt Service Reserve Account shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the Current Debt Service Account are insufficient for that purpose. No funds paid into the Debt Service Reserve Account shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Bonds.

(ii) On or before the first (1st) Business Day of each month, commencing in the first (1st) calendar month after a withdrawal from the Debt Service Reserve Account causes the amount on deposit therein to fall below the Reserve Account Requirement or in the first (1st) calendar month after an annual valuation of the Debt Service Reserve Account reveals that the fair market value of the investments therein is less than the Reserve Account Requirement, there shall be apportioned, set aside, and deposited to the Debt Service Reserve Account all funds remaining in the Revenue Fund after the payments required by Section 5.03(a)(2)(A) have been made until the amount in the Debt Service Reserve Account equals the Reserve Account Requirement; provided, that no such deposits shall be made until all required payments have been made in full into the Current Debt Service Account, including any deficiencies for prior payments. Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for herein.

(iii) No further payments into the Current Debt Service Account or into the Debt Service Reserve Account shall be required when the aggregate amount of funds in both the Current Debt Service Account and the Debt Service Reserve Account are at least equal to the aggregate principal amount of the Bonds then Outstanding, plus the amount of interest then due or to become due on the Bonds then Outstanding, or when the Bonds shall be deemed fully paid within the meaning of Section 9.02 hereof.

(iv) The Municipality, in its sole discretion and with the prior consent of the Bond Insurer, if any, may fund all or a portion of the Reserve Account Requirement with a Reserve Fund Surety Bond. Any such Reserve Fund Surety Bond must either extend to the final maturity date of the then Outstanding Bonds or the Municipality must agree, by a resolution supplementing this Bond Resolution, that the Municipality will replace such Reserve Fund Surety Bond prior to its expiration with another Reserve Fund Surety Bond which shall have no adverse effect on ratings then in effect on the Outstanding Bonds, or with cash, or with a combination of both. The face amount of the Reserve Fund Surety Bond, together with amounts on deposit in the Debt Service Reserve Account, including the face amount of any other Reserve Fund Surety Bond, shall be at least equal to the Reserve Account Requirement.

(v) Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for herein. In the event that amounts credited to the Debt Service Reserve Account are used to pay maturing principal or interest on the Bonds when funds on hand in the Current Debt Service Account are insufficient therefor or that amounts credited to the Debt Service Reserve Account are at any time less than the amount of the Reserve Account Requirement, the Municipality shall provide written notice of such event

and of the amount of such deficiency to the Bond Insurer, if any. If a disbursement is made from the Debt Service Reserve Account to pay maturing principal or interest on the Bonds, only such amount as may at the time be drawn under any Reserve Fund Surety Bond then credited to the Debt Service Reserve Account shall be included in computing the amounts credited to the Debt Service Reserve Account. The Municipality shall be obligated to restore the amounts credited to the Debt Service Reserve Account to the amount of the Reserve Account Requirement by either: (1) causing any Reserve Fund Surety Bond to be reinstated; (2) providing one or more Reserve Surety Bonds; (3) depositing Revenues into the Debt Service Reserve Account in accordance with Section 5.03(a)(2)(B); or (4) any combination of the foregoing. With respect to such replenishment of the Debt Service Reserve Account, any funds received for such purpose shall be used first to reimburse any provider of a Reserve Fund Surety Bond then credited to the Debt Service Reserve Account, thereby reinstating such Reserve Fund Surety Bond, and second to replenish any cash in the Debt Service Reserve Account and/or to provide one or more Reserve Fund Surety Bonds.

(3) Depreciation Fund. In order to fund the Depreciation Fund provided for herein, after the deposits required by paragraphs (a)(1) and (a)(2) of this Section, there shall next be deposited into the Depreciation Fund the amount of Five Thousand Dollars (\$5,000); provided, however, that deposits may be made on or before the first (1st) Business Day of each month, beginning with the first (1st) calendar month after the Closing Date, until the amount on deposit in the Depreciation Fund is equal to Five Thousand Dollars (\$5,000), at which amount it shall thereafter be maintained by such future monthly deposits as may be necessary for that purpose. The Depreciation Fund shall be used for the purpose of paying the cost of replacing such parts of the System as may need replacement in order to keep the System operating in an economical and efficient manner; provided, however, that in the event the funds provided for in this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal of the Bonds as set forth in paragraph (a)(2)(A) of this Section shall be drawn from the Depreciation Fund, and shall be used together with funds otherwise available to pay such accruing interest and to provide for the payment of principal as set forth in paragraph (a)(2)(A) of this Section. No funds paid into the Depreciation Fund shall be used to prepay principal or premium, if any, unless such prepayment is for the entire balance of the principal amount of the Bonds.

(4) Contingent Fund. In order to fund the Contingent Fund provided for herein, after the deposits required by paragraphs (a)(1), (a)(2) and (a)(3) of this Section, there shall next be deposited into the Contingent Fund the amount of Five Thousand Dollars (\$5,000); provided, however, that deposits may be made on or before the first (1st) Business Day of each month, beginning with the first (1st) calendar month after the Closing Date, until the amount on deposit in the Contingent Fund is equal to Five Thousand Dollars (\$5,000), at which amount it shall thereafter be maintained by such future monthly deposits as may be necessary for that purpose. The Contingent Fund shall be used for the purpose of paying the cost of unforeseen contingencies arising in the operation and maintenance of the System, including the construction of reasonable and proper improvements, repairs, and extensions thereto; provided, however, that in the event the funds provided for in this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal of the Bonds as set forth in paragraph (a)(2)(A) of this Section shall

be drawn from the Contingent Fund and shall be used, together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in Section 5.03(a)(2)(A).

(b) The funds in the foregoing funds shall be held separate and apart from all other funds of the Municipality and shall be applied in the manner provided. Any surplus Revenues remaining after all deposits required or allowed by this Section have been made may be used solely for purposes pertaining to the System, including payment of any general obligation debt previously or hereafter incurred for the System. The foregoing notwithstanding, any amounts required to be paid by the Municipality from such surplus Revenues for general administrative charges pertaining to the System shall be considered as being used for purposes pertaining to the System.

(c) If in any month the Revenues are insufficient to deposit the required amount in any of the funds as hereinbefore provided, the deficiency shall be made up in the subsequent payment or payments in addition to the payments which would otherwise be required to be made into such funds in subsequent months; provided, however, that any deficiency in the Current Debt Service Account and the Debt Service Reserve Account shall be made up before any further payment is made to the Depreciation Fund or the Contingent Fund.

(d) The investments of funds in the Debt Service Reserve Account shall be valued in such manner as the Municipality shall determine at the fair market value thereof annually on the last Business Day of each Fiscal Year. If the fair market value of said investments is less than the Reserve Account Requirement, the Municipality shall, as soon as possible but in any event within the following twelve (12) months, place money from the Revenue Fund into the Debt Service Reserve Account as provided in paragraph (a)(2)(B) of this Section to bring the aggregate value of the Debt Service Reserve Account up to the Reserve Account Requirement. If the fair market value of such investments is greater than the Reserve Account Requirement, the amount of money in excess of the Reserve Account Requirement shall be paid into the Current Debt Service Account.

SECTION 5.04. INVESTMENT OF FUNDS ON DEPOSIT IN THE FUNDS. The funds at any time on deposit in any fund or account provided for by this Bond Resolution not immediately required for disbursement for the purposes for which such funds or accounts are established, shall be invested in such instruments or investments as are permissible under the Code or under applicable law of the State of Mississippi. The income received on the investment of any such funds shall be credited to the fund or account for which such investments are made; provided that, with respect to the Current Debt Service Account and the Improvement Fund, the excess, if any, of such income above the amounts required to be on deposit in such funds or accounts shall be transferred to the Current Debt Service Account and applied to the purposes for which such account is established. The income received on any investments in the Improvement Fund shall be credited to such fund until the Project is complete.

ARTICLE VI IMPROVEMENT FUND

SECTION 6.01. COMBINED WATER AND SEWER IMPROVEMENT FUND. Pursuant to Section 2.01 hereof, the proceeds of the Series 2019 Bonds remaining after deposits have been made to the various funds and accounts described in Section 2.01 shall be irrevocably deposited

by the Municipality into a fund hereby authorized, established, and designated the Improvement Fund. Funds in the Improvement Fund shall be applied solely and only to the payment of the costs of the Project and costs incidental thereto (including but not limited to the costs of the authorization, issuance, sale, validation, and delivery of the Series 2019 Bonds and Bond Insurance Policy premiums, if any, for the Series 2019 Bonds). Any balance remaining in the Improvement Fund after completion of the Project shall be transferred to the Current Debt Service Account and applied to the payment of the principal of and interest on the Series 2019 Bonds.

ARTICLE VII COVENANTS OF THE MUNICIPALITY

So long as any of the principal of or interest on any of the Bonds shall be Outstanding and unpaid, or until adequate provision has been made for the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality covenants with the holders of any and all of such Bonds as follows:

SECTION 7.01. OPERATION AND MAINTENANCE. The Municipality will maintain in good condition the System and all parts thereof, and will continuously operate the same in an efficient and economical manner, making such expenditures for equipment and for renewal, repair, and replacement as may be proper for the economical operation and maintenance thereof.

SECTION 7.02. SALE OF THE SYSTEM. The System may be sold or otherwise disposed of only as a whole or substantially as a whole, and only if the net proceeds to be realized shall be sufficient, together with other funds available therefor, to provide for the payment of the principal of, premium, if any, and interest on the Bonds and to fully retire all of the Bonds and any other indebtedness to the payment of which the Net Revenues of the System are pledged, and all interest thereon to their respective dates of maturity or earlier redemption dates. The proceeds from such sale or other disposition of the System shall immediately be deposited into the Current Debt Service Account, or if the Bonds are not then redeemable, into an escrow fund as provided in Section 9.02, and shall be used only for the purpose of paying the principal of, premium, if any, and interest on the Bonds, as the same shall become due, or for the redemption of callable Bonds (subject to provisions of Section 3.01), or the purchase of Bonds at a price not greater than the then applicable redemption price of the Bonds, or, if the Bonds to be purchased are not then redeemable prior to maturity, at prices not greater than the redemption price of such Bonds on the next allowable redemption date.

The foregoing provision notwithstanding, the Municipality shall have and hereby reserves the right to sell or otherwise dispose of any of the property comprising a part of the System hereafter determined in the manner provided herein to be no longer necessary, useful, or profitable in the operation thereof, for fair and reasonable prices.

Prior to any such sale or other disposition of said property, the Consulting Engineer shall make a finding in writing determining that such property comprising a part of the System is no longer necessary, useful, or profitable in the operation thereof, and the proceeds from any sale of such property shall be deposited into the Revenue Fund and used only as provided herein for such fund.

SECTION 7.03. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF REVENUES. The Municipality will not issue any other obligations, except upon the conditions

and in the manner provided in Section 9.01, payable from the Net Revenues and being on a parity with the lien of the Bonds and the interest thereon, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon.

The Municipality may issue obligations junior and subordinate to the Bonds at any time, provided that the issuance of such obligations does not violate any covenants of the Municipality concerning any of its then Outstanding Bonds. All obligations issued by the Municipality secured by Net Revenues other than Additional Bonds shall contain an express statement that such obligations are junior and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the Net Revenues, and in all other respects.

SECTION 7.04. INSURANCE FOR THE SYSTEM. As long as any of the Bonds shall remain Outstanding and unpaid, the Municipality shall carry and maintain all-risk insurance upon all the properties forming a part of the System which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts as carried and maintained by other municipalities rendering services of a similar character in similar communities. The proceeds of all such insurance shall be used only for the maintenance and restoration of the System, or for the payment of the principal of, premium, if any, and the interest on the Bonds.

To the extent the Municipality is not covered by sovereign immunity, the Municipality shall also carry adequate public liability and property damage insurance. Proceeds of insurance awards, except public liability and property damage policies, will be used to repair the damaged property or replace the destroyed property, and excess proceeds shall be deposited into the Depreciation Fund or in the Current Debt Service Account to redeem the Bonds, or if the Bonds are not then redeemable, into an escrow fund as provided in Section 9.02.

SECTION 7.05. BOOKS AND RECORDS. The Municipality will keep books and records of the System, which shall be separate and apart from all other books, records, and accounts of the Municipality in which complete and correct entries shall be made in accordance with generally accepted accounting principles consistently applied of all transactions relating to the System, and any Bondholder and the Paying Agent shall have the right at all reasonable times to inspect the System and all parts thereof, and all records, accounts, and data of the Municipality relating thereto.

The Municipality shall promptly after the close of each Fiscal Year cause the books, records, and accounts of the System for the preceding Fiscal Year to be properly audited by a qualified and independent firm of certified public accountants, which report shall cover in reasonable detail the operation of the System and the insurance carried with respect thereto. The Municipality shall make available generally said report, or a reasonable summary thereof, to any Bondholder upon request.

The Municipality shall also, prior to the commencement of each Fiscal Year, cause the System to be inspected by the Consulting Engineer, who shall file an annual report with the City Clerk prior to the commencement of such Fiscal Year, setting out the condition of the physical plant of the System and any recommendations which the Consulting Engineer shall deem to be advisable. Such annual report shall include the following:

(a) Advice and recommendations concerning the maintenance, repair, and operation of the System;

- (b) Advice and recommendations as to renewals or replacements of any part of the System;
- (c) Advice and recommendations as to extensions of the System;
- (d) The estimated cost of any recommended renewals, replacements, or extensions to the System;
- (e) Advice and recommendations concerning the amount and character of insurance that should be carried on the System;
- (f) Advice and recommendations concerning any revision of the rates to be charged for the services of the System; and
- (g) A statement of the judgment of the Consulting Engineer concerning whether the System had been maintained in good repair and operating order, with such suggestions as the Consulting Engineer may deem advisable concerning changes in the methods of operating the System.

The Municipality covenants with the Registered Owners that if the report of the Consulting Engineer shall show that the System has not been maintained in good repair and operating condition, it will, from available Revenues and from the Depreciation Fund and, to the extent applicable, from the Contingent Fund, promptly restore the System to good repair and operating condition; that all recommendations of said report shall receive impartial consideration by the Governing Body; and that the Municipality and the Governing Body shall endeavor in good faith to carry out the recommendations that may be made by the Consulting Engineer.

SECTION 7.06. OPERATING BUDGET. Prior to the commencement of each Fiscal Year following the Closing Date, the Governing Body shall prepare or shall cause to be prepared and adopted by resolution of the Governing Body a detailed budget setting out the estimated receipts and expenditures of the System for the then ensuing Fiscal Year. This budget shall contain:

- (a) an estimate of the Revenues expected to be derived from the operation of the System during the next ensuing Fiscal Year;
- (b) a statement of the estimated Current Expenses during the next ensuing Fiscal Year;
- (c) a statement of the amount of principal and interest due on the Bonds and any other indebtedness payable from Net Revenues during the next ensuing Fiscal Year;
- (d) a statement of what replacements to the System may be anticipated and the estimated cost thereof;
- (e) a statement of the total amount anticipated to be payable from Revenues during the next ensuing Fiscal Year; and
- (f) a statement of the amount on deposit in each of the funds referred to in Section 5.03 of this Bond Resolution.

SECTION 7.07. NO FREE SERVICES. The Municipality will not render or cause to be rendered any free services of any nature by the System or any part thereof, including services provided to the Municipality itself or any agency thereof, nor will any preferential rates or services be established for users of the same class. All users of the System will use the System as members of the general public, notwithstanding that such users utilize the System in their business capacities.

If any other municipality, instrumentality, public or private corporation, firm, or individual, shall avail itself of the facilities or services provided by the System or any part thereof, the same rates, fees, rents, or other charges applicable to other customers receiving like services under similar circumstances shall be charged therefor. The Municipality will not provide water or sewer service on a "take or pay" basis without first obtaining an opinion of Nationally Recognized Bond Counsel that the same will not adversely affect the tax-exempt status of interest on the Series 2019 Bonds.

Such charges shall be paid as they accrue. The Revenues so received shall be deemed to be Revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other Revenues derived from such operation of the System.

SECTION 7.08. ENFORCEMENT OF COLLECTION. The Municipality will diligently enforce and collect all rates, fees, rents, or other charges for the services and facilities of the System, and take all steps, actions, and proceedings for the enforcement and collection of such rates, fees, rents, or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State of Mississippi.

The Municipality will, to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of rates, fees, rents, or other charges for services of the System, and will not restore said services until all delinquent rates, fees, rents, other charges, and reasonable penalties have been paid in full.

SECTION 7.09. NO COMPETING FACILITIES. The Municipality will not grant any franchise, license, or permit for the construction or operation of any facilities which will be competitive with the services and facilities of the System and will oppose the granting of any such franchise by any other public board having jurisdiction over such matters; provided, however, that this Section shall not affect any vested rights of any persons, firms, or corporations now owning or operating such facilities.

SECTION 7.10. CONSULTING ENGINEER. The Municipality will retain Consulting Engineer to inspect the System and make the annual report and to perform the duties provided for herein for such Consulting Engineer.

SECTION 7.11. COVENANTS REGARDING TAX EXEMPTION OF SERIES 2019 BONDS.

(a) The Municipality covenants and certifies to and for the benefit of the owners of the Series 2019 Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Series 2019 Bonds, including amounts treated as proceeds, if any, which will cause the Series 2019 Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code and any regulations

thereunder as such may be applicable to the Series 2019 Bonds, at the time of such action, investment, or use.

(b) (1) In the event it is subsequently determined for any reason that rebates should be made on the Series 2019 Bonds, then the Municipality shall take all actions necessary in order to comply with the requirements of Paragraphs (2) and (3) of Subsection 148(f) in order that none of the Series 2019 Bonds shall be treated as an arbitrage bond pursuant to Paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Series 2019 Bonds, it shall have received written instructions from Nationally Recognized Bond Counsel with respect to specific actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Series 2019 Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from Nationally Recognized Bond Counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Series 2019 Bonds or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Series 2019 Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Series 2019 Bonds in a manner or for a price which would cause any of the Series 2019 Bonds to be or become an arbitrage bond, within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price" or "fair market value".

(e) The Mayor and/or City Clerk are hereby authorized to execute a "nonarbitrage and federal tax certificate" in connection with the sale and delivery of the Series 2019 Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Series 2019 Bonds and also setting forth certain covenants, stipulations, and certifications with respect to the investment and expenditures of the proceeds of the Series 2019 Bonds, and the Municipality shall comply with all certifications, stipulations, and

covenants set forth in such certificate. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or the Subsection 148(f) Regulations.

SECTION 7.12. OTHER COVENANTS REGARDING TAX EXEMPT STATUS.

(a) The Municipality shall take such actions as may be necessary in order to assure that the Series 2019 Bonds are not “private activity bonds” within the meaning of Section 141 of the Code.

(b) No more than ten percent (10%) of the proceeds of the Series 2019 Bonds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(c) No more than ten percent (10%) of any property with respect to which all or any part of the proceeds of the Series 2019 Bonds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(d) None of the proceeds of the Series 2019 Bonds will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such proceeds.

(e) The amount of proceeds of the Series 2019 Bonds used with respect to any private business use which is related to a governmental use of such proceeds of the Series 2019 Bonds will not exceed the amount of proceeds of the Series 2019 Bonds which are used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Series 2019 Bonds 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 ten percent (10%) of the proceeds of the Series 2019 Bonds be (under the terms of the Series 2019 Bonds or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a private business use.

(h) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (1) were or are to be sold at substantially the same time as the Series 2019 Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Series 2019 Bonds, and (3) are payable directly or indirectly by the Municipality or from substantially the same source from which the Series 2019 Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Series 2019 Bonds are part of any other issue of obligations.

(i) The Municipality covenants and certifies that no payment of principal of or interest on the Series 2019 Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the bond proceeds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America; or (2) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (A) the investment of the proceeds of the Series 2019 Bonds 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 Series 2019 Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the United States Treasury; or (E) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(j) The Municipality covenants and certifies that, notwithstanding any provision of this Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Series 2019 Bonds from gross income for purposes of federal income taxation, and it will take such reasonable action as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

SECTION 7.13. WHEN COMPUTATIONS, DEPOSITS, OR REBATE PAYMENTS ARE NOT REQUIRED. In the event it is determined that the Series 2019 Bonds do not meet the requirements of Paragraph (4) of Subsection 148(f), but in the event the Municipality receives an opinion of Nationally Recognized Bond Counsel to the effect that any of the computations, deposits or payments referenced in Sections 7.11 and 7.12 herein are not required to be made in order to maintain the tax-exempt status of interest on the Series 2019 Bonds, the Municipality need not make such computations, deposits or payments.

SECTION 7.14. COVENANT REGARDING HEDGE BONDS. The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Series 2019 Bonds will be used to carry out the governmental purposes of the Series 2019 Bonds within a three-year period beginning on the date of issuance of the Series 2019 Bonds. No more than fifty percent (50%) of the proceeds of the Series 2019 Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more.

SECTION 7.15. CONTINUING DISCLOSURE. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Bond Resolution, failure of the Municipality to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default pursuant to Section 8.01 hereof; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific

performance by court order, to cause the Municipality to comply with its obligations under this Section.

SECTION 7.16. BOOK-ENTRY SYSTEM. Notwithstanding anything herein to the contrary, the Series 2019 Bonds shall be initially issued in the form of a separate, single, and fully registered Series 2019 Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Series 2019 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 7.17 hereof, all of the outstanding Series 2019 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2019 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipality and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Series 2019 Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Series 2019 Bonds, (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Series 2019 Bonds, including any notice of redemption, or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2019 Bonds. Notwithstanding any other provision of this Bond Resolution to the contrary, the Municipality and the Paying Agent shall be entitled to treat and consider the Person in whose name each Series 2019 Bond is registered in the Bond Register as the absolute owner of such Series 2019 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2019 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2019 Bond, for the purpose of registering transfers with respect to such Series 2019 Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Series 2019 Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in this Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2019 Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Bond Register, shall receive a Series 2019 Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to this Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Bond Resolution shall refer to such new nominees of DTC.

SECTION 7.17. SUCCESSOR SECURITIES DEPOSITORY; TRANSFERS OUTSIDE BOOK-ENTRY SYSTEM. In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Series 2019 Bonds that they be able to obtain certificated Series 2019 Bonds, the Municipality and the Paying

Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Series 2019 Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Series 2019 Bond certificates and transfer one or more separate Series 2019 Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Series 2019 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Series 2019 Bonds shall designate, in accordance with the provisions of this Bond Resolution.

SECTION 7.18. PAYMENTS AND NOTICES TO CEDE & CO. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any of the Series 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2019 Bond and all notices with respect to such Series 2019 Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE VIII DEFAULT AND REMEDIES

SECTION 8.01. DEFAULT. An "Event of Default" as used in this Bond Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due, (b) failure to comply with any other of the covenants of the Municipality set out in this Bond Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Bondholder, or Bond Insurer, if any, provided that, if such default cannot with due diligence and dispatch be wholly cured within thirty (30) days but can be wholly cured, the failure of the Municipality to remedy such default within such thirty (30) day period shall not constitute a default hereunder if the Municipality shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch within no longer than sixty (60) days after the aforesaid written notice, and (c) filing by the Municipality of a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable federal or state law.

SECTION 8.02. REMEDIES. The Registered Owner of any of the Bonds may, by suit, action, mandamus, or other proceedings at law or in equity, enforce and compel performance by the appropriate official or officials of the Municipality of any or all acts and duties to be performed by the Municipality under the provisions of the Act and of this Bond Resolution. If there be any default in the payment of the principal of and interest on the Bonds, any court having jurisdiction in the proper action may, upon petition of the Registered Owners of a majority in principal amount of the Bonds then Outstanding, appoint a receiver to administer and operate the System with power to fix rates and collect charges sufficient to provide for the payment of the Bonds and to pay the expense of operating and maintaining the System in conformity with the provisions of the Act and of this Bond Resolution.

ARTICLE IX ADDITIONAL BONDS; DEFEASANCE

SECTION 9.01. ADDITIONAL BONDS. So long as any of the Series 2019 Bonds are Outstanding, no Additional Bonds shall be issued unless the following conditions are complied with:

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

(b) If the Additional Bonds are to be issued for the purpose of financing improvements, repairs, or extensions to the System or acquisitions for the System, then:

(1) The amount of the Net Revenues during any twelve (12) consecutive months of the eighteen (18) months immediately preceding the delivery of the Additional Bonds, as certified by the Consulting Engineer, the Municipal Advisor, or an accountant, will be equal to one hundred twenty percent (120%) of the Maximum Annual Debt Service Requirement for the then Outstanding Bonds.

(2) The Consulting Engineer, the Municipal Advisor, or an accountant shall also certify that the amount of the Net Revenues derived from the operation of the System in each year after acquisitions for the System or completion of improvements, repairs, or extensions to the System and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineer, the Municipal Advisor, or an accountant, will, in each year, be at least equal to one hundred twenty percent (120%) of the principal and interest which will mature and become due in each such year on (A) the then Outstanding Bonds, and (B) the Additional Bonds then proposed to be issued.

(3) If such Additional Bonds are being issued for the purpose of extending the System by acquiring operating utility properties having an earnings record, the Consulting Engineer, the Municipal Advisor, or an accountant shall estimate the effect on the Net Revenues of the acquisition of such utility properties and the integration thereof into the System, and shall certify that the amount of the Net Revenues derived from the operation of the System in each year after such acquisition and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineer, will, in each year, be at least equal to one hundred twenty percent (120%) of the principal and interest which will mature and become due in each such year on (A) the then Outstanding Bonds, and (B) the Additional Bonds then proposed to be issued. Any such estimate shall be based upon the operating experience and records of the Municipality during the period in which the System has been operated by the Municipality and upon any available financial statements and records relating to the earnings of such utility properties to be acquired.

(4) If any changes have been made and are in effect at the time of the adoption of the Additional Bonds Resolution in the schedule of rates and charges imposed by the Municipality for services furnished by the System which were in effect during any part of the consecutive twelve-month period referred to in this Section, the Consulting Engineer, the Municipal Advisor, or accountant may, if such changes resulted in increases in such rates and charges, and shall, if such changes resulted in reductions in such rates and charges, adjust the Net Revenues to be certified for such consecutive twelve-month period to reflect any change in such Net Revenues which would have occurred if the schedule of rates and charges in effect at the

time of the adoption of the Additional Bonds Resolution had been in effect during that portion of such consecutive twelve-month period in which such schedule was not in effect.

(c) If the Additional Bonds are to be issued for the purpose of refunding all or a portion of any series of Outstanding Bonds, the issuance of such Additional Bonds shall either result in a net present value debt service savings of not less than two percent (2%) of the principal amount of the Bonds to be refunded or the issuance of such Additional Bonds shall satisfy the applicable tests set forth in Section 9.01(a) and Section 9.01(b).

(d) The Municipality covenants and provides in this Bond Resolution that the Additional Bonds Resolution shall provide that the Debt Service Reserve Account shall be additionally fully funded in an amount equal to the Reserve Account Requirement.

(e) The Additional Bonds Resolution must provide that principal shall mature on the Payment Date on which principal is due and interest shall come due on the Payment Date on which interest is due.

(f) All of such Additional Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on the Net Revenues of the System and their source of and security for payment therefrom without preference of any Bonds over any other.

(g) The Municipality shall not issue any obligations whatsoever payable from the Net Revenues of the System which rank equally as to lien and source and security for their payment from such Net Revenues with the Bonds, except in the manner and under the conditions provided in this Section. The Municipality may issue bonds junior and subordinate to the Bonds at any time, provided that the issuance of such bonds does not violate any covenants of the Municipality concerning any of its then Outstanding Bonds.

SECTION 9.02. DEFEASANCE OF SERIES 2019 BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Series 2019 Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Resolution, then the pledge of any Net Revenues, and other funds and securities pledged under this Bond Resolution and all covenants, agreements, and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate, and become void and be discharged and satisfied.

The Series 2019 Bonds or interest installments for the payment or redemption of which funds shall have been set aside and shall be held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All Outstanding Series 2019 Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of said Series 2019 Bonds are to be redeemed on any date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2019 Bonds on said date, (b) there shall have been deposited with the Paying Agent either funds in an amount which shall be sufficient, or funds which shall be invested in direct obligations of the United States of America or obligations the principal of and interest on which is guaranteed by the United States of America and which are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof, the

principal of and the interest on which obligations when due will provide funds which, together with the funds, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Series 2019 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Series 2019 Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2019 Bonds and notice to the Holders of such Series 2019 Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that said Series 2019 Bonds are deemed to have been paid in accordance with this Section and stating such maturing or redemption date upon which funds are to be available for the payment of the principal or redemption price, if applicable, on said Series 2019 Bonds on such date. Neither investments nor funds deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Series 2019 Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.04 of this Bond Resolution maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, on the interest date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

Amounts paid by the Bond Insurer, if any, to the Holders of the Series 2019 Bonds shall not constitute the payment of the Series 2019 Bonds pursuant to this Section, and the Series 2019 Bonds shall continue to be Outstanding and the amounts due thereon shall continue to be due and owing hereunder until paid in accordance with this Bond Resolution.

ARTICLE X NOTICE OF BOND SALE

SECTION 10.01. NOTICE OF BOND SALE. As required by Section 31-19-25, Mississippi Code of 1972, as amended, the City Clerk is hereby authorized and directed to give the Notice by publishing an advertisement at least two (2) times in *The Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the following form:

NOTICE OF BOND SALE

\$10,000,000 COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019 OF THE CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive sealed bids at the City Hall located at 110 West Main Street, Starkville, Mississippi, until the hour of 4:00 p.m. on Tuesday, April 2, 2019, at which time said bids will be publicly opened and read for the

purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Ten Million Dollars (\$10,000,000) Combined Water and Sewer System Revenue Bonds, Series 2019, of the Municipality (the "Series 2019 Bonds"). The City Clerk of the Municipality will act on behalf of the Governing Body to receive such bids at the aforesaid date, time, and place. Award of the bid will be made at the regular meeting of the Governing Body on Tuesday, April 2, 2019, at 5:30 p.m.

THE SERIES 2019 BONDS: The Series 2019 Bonds will be dated and bear interest from May 1, 2019; will be delivered in definitive form as registered bonds; will be in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body, in the manner hereinafter provided; and will bear interest, payable on May 1, 2020, and semiannually thereafter on May 1 and November 1 of each year at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale.

MATURITIES: The Series 2019 Bonds will mature serially, with option of prior payment, on May 1 in each of the years and amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2020	\$335,000
2021	\$350,000
2022	\$365,000
2023	\$380,000
2024	\$395,000
2025	\$410,000
2026	\$425,000
2027	\$440,000
2028	\$460,000
2029	\$480,000
2030	\$495,000
2031	\$515,000
2032	\$535,000
2033	\$560,000
2034	\$580,000
2035	\$605,000
2036	\$630,000
2037	\$655,000
2038	\$680,000
2039	\$705,000

REDEMPTION: The Series 2019 Bonds maturing after May 1, 2029, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after May 1, 2029, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity. Interest shall cease to accrue on any of the Series 2019 Bonds which are duly called for redemption on the date set for redemption if

payment thereof on the redemption date has been duly made or provided for. At least thirty (30) days before the redemption date of any Series 2019 Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (1) to be filed with the Paying Agent (as hereinafter defined) and (2) to be mailed, postage prepaid, to all Registered Owners of the Series 2019 Bonds at their addresses as they appear on the registration books of the Paying Agent, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid, the place or places at which payment shall be made and, if less than all of the Series 2019 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2019 Bonds to be redeemed.

AUTHORITY AND SECURITY: The Series 2019 Bonds will be issued pursuant to the authority of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and the resolution of the Municipality adopted March 5, 2019, authorizing and directing the issuance of the Series 2019 Bonds (the "Bond Resolution"). The principal of, premium, if any, and interest on the Series 2019 Bonds will be payable solely from (i) a sufficiency of the revenues derived from the operation of the combined water and sewer system (the "System") of the Municipality, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System and the payment of any loans from the State of Mississippi as of the date of issuance of the Series 2019 Bonds, and (ii) the Current Debt Service Account and the Debt Service Reserve Account provided for in the Bond Resolution, both of which sources have been pledged on a parity of lien with any Additional Bonds issued in the future as authorized in the Bond Resolution.

PURPOSE: The Series 2019 Bonds are being issued to provide funds for improvements, repairs, and extensions to the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality.

FORM OF BIDS: Bids should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Bid for \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, of the City of Starkville, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to 4:00 p.m. on Tuesday, April 2, 2019. All bids should be submitted via the Official Bid Form prepared by the Municipality, copies of which may be obtained from the Municipality.

INTEREST RATE AND BID RESTRICTIONS: The Series 2019 Bonds shall not bear a greater overall maximum interest rate to maturity than thirteen percent (13%) per annum, nor shall the interest rate for any one maturity exceed thirteen percent (13%) per annum. No Series 2019 Bond shall bear more than one (1) rate of interest; each Series 2019 Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Series 2019 Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent ($1/8^{\text{th}}$ of 1%) or one-tenth of one percent ($1/10^{\text{th}}$ of 1%), and a zero rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to

the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the amount of Two Hundred Thousand Dollars (\$200,000), as a guaranty that the bidder will carry out its contract and purchase the Series 2019 Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Series 2019 Bonds. If the successful bidder fails to purchase the Series 2019 Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

AWARD OF SERIES 2019 BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Series 2019 Bonds at the lowest net interest cost to the Municipality, which shall be determined by computing the aggregate interest on the Series 2019 Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm until an award of the Series 2019 Bonds, or rejection of bids, will be made by the Governing Body at the regular meeting of the Governing Body on 5:30 p.m. on Tuesday, April 2, 2019.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Series 2019 Bonds if the Series 2019 Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Series 2019 Bonds if within five (5) days after the tender of the Series 2019 Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Series 2019 Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder may designate a bank or trust company located within the State of Mississippi to serve as paying agent (the "Paying Agent") for the Series 2019 Bonds within forty-eight (48) hours of the date of the sale of the Series 2019 Bonds, subject to the approval of the Board. The Board's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Series 2019 Bonds are issued. Both principal of and interest on the Series 2019 Bonds will be payable by check or draft mailed to Registered Owners of the Series 2019 Bonds as of the fifteenth (15th) day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Series 2019 Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Series 2019 Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within twenty (20) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Series 2019 Bonds and the denominations in which

the Series 2019 Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Series 2019 Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Series 2019 Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Series 2019 Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Series 2019 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Series 2019 Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Series 2019 Bonds shall be paid by the Municipality; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

LEGAL OPINION; CLOSING DOCUMENTS: The Series 2019 Bonds are offered subject to the unqualified approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, as Bond Counsel. In the opinion of Bond Counsel, interest on the Series 2019 Bonds is excluded from gross income for purposes of federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as shall be described in the Official Statement for the Series 2019 Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a no-litigation certificate dated the date of delivery of the Series 2019 Bonds, evidencing that no litigation is pending in any way affecting the legality of the Series 2019 Bonds or the revenues pledged for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Series 2019 Bonds, will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Series 2019 Bonds.

SERIES 2019 BONDS NOT QUALIFIED TAX-EXEMPT OBLIGATIONS: The Municipality has not designated the Series 2019 Bonds as qualified tax-exempt obligations within the meaning and for purposes of Section 265(b)(3) of the Code.

INFORMATION FROM PURCHASER: The purchaser must certify to the Municipality the initial offering price to the public (excluding bond houses, brokers, and other intermediaries) of each maturity of the Series 2019 Bonds at which a substantial amount of Series 2019 Bonds of that maturity were sold, to enable the Municipality to compute the yield on the Series 2019 Bonds for federal arbitrage law purposes.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of S.E.C. Rule 15c2-12, to be final and complete as of its date except for the omission of the offering prices, interest rates, and any other terms of the Series 2019 Bonds depending on such matters, subject to revision, amendment, and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Series 2019 Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement. The Municipality will furnish sufficient copies of the Official Statement to the successful bidder of

the Series 2019 Bonds without charge within seven (7) business days after the award of the bid. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any purchaser or underwriter identification determined by the Municipality to be necessary for the Official Statement within twenty-four (24) hours after the award of the Series 2019 Bonds. A copy of the Preliminary Official Statement may be obtained from the Municipality.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Agreement at the time of issuance and delivery of the Series 2019 Bonds shall relieve the successful bidder from its obligation to purchase the Series 2019 Bonds.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on March 5, 2019.

Lesa Hardin, City Clerk

Publication Information:
The Starkville Daily News
March 19, 2019, and March 26, 2019

ARTICLE XI

BOND INSURANCE; BOND RATING; AMENDMENTS; MISCELLANEOUS

SECTION 11.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Series 2019 Bonds by those who shall hold the same from time to time, this Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Bondholders, and the covenants and agreements herein set forth to be performed by the Municipality shall be for the equal benefit, protection, and security of the legal holders of any and all of the Series 2019 Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2019 Bonds over any other thereof except as expressly provided therein and herein.

SECTION 11.02. BOND INSURANCE AND RATING AUTHORIZED.

(a) The Mayor is hereby authorized to execute a commitment for a Bond Insurance Policy and to do such other things and take such other actions as may be necessary to obtain such Bond Insurance Policy for the Bonds if the Mayor determines that obtaining such Bond Insurance Policy is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2019 Bonds.

(b) The provisions of the Bond Insurance Policy (if any) and the commitment pertaining thereto, together with any attachments and documents referenced therein, as long as the Bond Insurance Policy remains outstanding and the Bond Insurer has not failed to comply

with its payment obligations thereunder and notwithstanding anything contained in this Bond Resolution to the contrary, shall govern and are made a part of this Bond Resolution as though set forth in full herein. In addition to all notices and reporting requirements specifically set forth herein, the Bond Insurer shall be provided with such additional information as the Bond Insurer may reasonably request from time to time.

(c) The Series 2019 Bonds are issued subject to certain requirements and covenants set forth in this Bond Resolution, including without limitation those requirements and covenants pertaining to the Bond Insurance Policy, if any, for the Series 2019 Bonds.

(d) The Mayor is hereby authorized to obtain a bond rating with regard to the sale of the Series 2019 Bonds, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if the Mayor determines that obtaining such rating or ratings is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2019 Bonds.

SECTION 11.03. MODIFICATION OR AMENDMENT. (a) No material modification or amendment of this Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds ($2/3^{\text{rds}}$) or more in principal amount of the Series 2019 Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2019 Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to fix, maintain, and collect rates, fees, rents, and other charges for the System or to pay the interest and principal on the Series 2019 Bonds, as the same mature and become due, from the Net Revenues of the System, or reduce such percentage of Holders of the Series 2019 Bonds required above for such modification or amendment without the consent of the Holders of all of the Series 2019 Bonds.

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

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

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

(3) to subject to the lien of the Bonds and the pledge herein contained additional Revenues or receipts;

(4) to provide for the use of a Reserve Fund Surety Bond in the Debt Service Reserve Account; or

(5) to provide for the issuance of Additional Bonds.

(c) Notwithstanding any provision herein to the contrary, this Bond Resolution may be amended by resolution of the Municipality prior to the delivery of any of the Series 2019 Bonds with the consent of the Purchaser and the Bond Insurer, if any.

SECTION 11.04. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions of this Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions, and shall in no way affect the validity of any of the other provisions of this Bond Resolution or of the Series 2019 Bonds issued hereunder.

SECTION 11.05. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Series 2019 Bonds or the date fixed for redemption of any Series 2019 Bonds, or the date on which any funds are required to be deposited into a fund pursuant hereto, shall be a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a fund, and no interest shall accrue for the period after such date.

SECTION 11.06. OFFICIAL STATEMENT; CONTINUING DISCLOSURE. (a) The Governing Body hereby approves the Preliminary Official Statement pertaining to the sale of the Bonds, and the distribution of said Preliminary Official Statement is hereby authorized in substantially the form attached hereto as **Attachment A**.

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

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

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

SECTION 11.07. REOFFER OF SERIES 2019 BONDS. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Series 2019 Bonds and the payment dates for principal and interest, that in the event the delivery of the Series 2019 Bonds is delayed by a contest of the validation of the Series 2019 Bonds or otherwise, and the

initial Purchaser shall decline to take delivery of the Series 2019 Bonds, then the Series 2019 Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning on the next first day of April that is more than six (6) months from the actual date of the Series 2019 Bonds as provided by the subsequent resolution directing the sale thereof, and continuing through the twentieth (20th) anniversary date from such first principal payment. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing on the next May 1 or November 1 following such actual date of the Series 2019 Bonds. After the validation of the Series 2019 Bonds, no amendment, revision, or supplement contemplated by this Section shall be cause for the re-submission of the proceedings for the issuance of the Series 2019 Bonds, as amended, revised, or supplemented, to any further validation proceedings, it being the intent of this Bond Resolution that any such amendments, revisions, or supplements be covered by the initial validation proceeding.

SECTION 11.08. ALLOCATION OF FUNDS. Whenever any amounts are required by this Bond Resolution to be on deposit in a specified account or fund, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other funds of the Municipality in a combined deposit or investment.

SECTION 11.09. BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT, AND REGISTERED OWNERS. Nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Municipality, the Paying Agent, and the Registered Owners of the Series 2019 Bonds, any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Municipality shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, and the Registered Owners of the Series 2019 Bonds.

SECTION 11.01. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approved and adopts the Post Issuance Compliance Procedures are hereby authorized in substantially the form attached hereto as **Attachment B**.

ARTICLE XII

FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE

SECTION 12.01. FURTHER ACTION. At some appropriate time hereafter, this Governing Body shall take such further action as may be necessary to provide for the preparation, execution, issuance and delivery of the Series 2019 Bonds.

SECTION 12.02. REPEALING CLAUSE AND EFFECTIVE DATE. All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of this Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective immediately upon the adoption thereof.

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

Alderman Ben Carver	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman David Little	voted: _____
Alderman Jason Walker	voted: _____
Alderman Patrick Miller	voted: _____
Alderman Roy A. Perkins	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried, and the resolution adopted on the 19th day of February, 2019.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

ATTACHMENT A
PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2019

BOOK-ENTRY

RATING: Moody's: ____
(See "RATING" herein)

In the opinion of Bond Counsel, assuming the accuracy of certain representations herein and continuing compliance with all covenants set forth in the Bond Resolution, and subject to the conditions set forth herein, under existing statutes, regulations, rulings, and decisions, as presently interpreted and construed, interest on the Series 2019 Bonds earned by the respective owners thereof is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code, except as described in "TAX EXEMPTION" herein. Bond Counsel is of the opinion that under existing law, interest on the Series 2019 Bonds earned by the respective owners thereof is exempt from State of Mississippi income taxes.

\$10,000,000

COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019 CITY OF STARKVILLE, MISSISSIPPI

DATED: May 1, 2019

DUE: May 1, as shown below

Interest on the Series 2019 Bonds is payable on May 1, 2020, and semiannually thereafter on May 1 and November 1 of each year. Payments of interest on the Series 2019 Bonds will be made to the Record Date Registered Owner, and payments of principal and premium, if any, will be made upon presentation and surrender of the Series 2019 Bonds at the principal office of the Paying Agent to the Record Date Registered Owner. The Series 2019 Bonds will be issued as fully registered bonds in the denomination of \$5,000 each, or any integral multiple thereof up to the amount of a single maturity. The Series 2019 Bonds will be subject to redemption as set forth herein.

The Series 2019 Bonds will be issued under and in conformity with the Constitution and Laws of the State of Mississippi and pursuant to the Bond Resolution adopted by the Mayor and Board of Aldermen of the Municipality on March 5, 2019. The principal of, premium, if any, and interest on the Series 2019 Bonds will be payable solely from a sufficient amount of the Net Revenues of the System and from the Current Debt Service Account and the Debt Service Reserve Account, all as provided in the Bond Resolution. The Series 2019 Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory or charter limitation of indebtedness.

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
2020	\$335,000			2030	\$495,000		
2021	\$350,000			2031	\$515,000		
2022	\$365,000			2032	\$535,000		
2023	\$380,000			2033	\$560,000		
2024	\$395,000			2034	\$580,000		
2025	\$410,000			2035	\$605,000		
2026	\$425,000			2036	\$630,000		
2027	\$440,000			2037	\$655,000		
2028	\$460,000			2038	\$680,000		
2029	\$480,000			2039	\$705,000		

The Series 2019 Bonds are being offered for sale in accordance with the official Notice of Bond Sale dated March 5, 2019. Sealed bids for the Series 2019 Bonds will be received at 4:00 o'clock p.m. on April 2, 2019, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the City Hall located at 110 West Main Street in the City of Starkville, Mississippi.

The Series 2019 Bonds are not being offered as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

The Series 2019 Bonds are offered subject to the final approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel. It is expected that the Series 2019 Bonds will be available for delivery in book type and entry-only form delivered to DTC, New York, New York, on or about May 1, 2019.

No dealer, broker, salesman, or other person has been authorized to make any representations with respect to the Series 2019 Bonds other than those contained in this Official Statement, and if given or made, such other information or representation must not be relied upon. This Official Statement, which includes the cover page and Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy the Series 2019 Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information, estimates, and expressions of opinion contained herein are subject to change without notice, and while all information has been secured from sources which are believed to be reliable, all parties preparing and distributing this Official Statement make no guaranty or warranty relating thereto. All opinions, estimates, or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the Municipality or the System since the date hereof.

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CITY OF STARKVILLE, MISSISSIPPI

LYNN SPRUILL
Mayor

Board of Aldermen

BEN CARVER
PATRICK MILLER
SANDRA C. SISTRUNK
JASON WALKER

DAVID LITTLE
ROY A'. PERKINS
HENRY N. VAUGHN, JR.

LESA HARDIN
City Clerk

CHRISTOPHER J. LATIMER
Mitchell, McNutt & Sams, P.A.
Oxford, Mississippi
Attorney for the Municipality

WATKINS, WARD AND STAFFORD, PLLC
Starkville, Mississippi
Certified Public Accountants for the Municipality

GOVERNMENT CONSULTANTS, INC.
Madison, Mississippi
Municipal Advisor

JONES WALKER LLP
Jackson, Mississippi
Bond Counsel

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OFFICIAL STATEMENT

\$10,000,000

COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019 CITY OF STARKVILLE, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the issuance of the Combined Water and Sewer System Revenue Bonds, Series 2019, dated May 1, 2019, in the aggregate principal amount of Ten Million Dollars (\$10,000,000) (the "Series 2019 Bonds"), of the City of Starkville, Mississippi (the "Municipality"). In addition to any terms elsewhere defined herein, capitalized terms used in this Official Statement have the meanings set forth under the subheading "Defined Terms" herein below.

The Series 2019 Bonds will be issued pursuant to the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and the resolution directing the issuance of the Series 2019 Bonds adopted by the Mayor and Board of Aldermen of the Municipality (the "Governing Body") on March 5, 2019 (the "Bond Resolution").

In order to issue the Series 2019 Bonds, the Governing Body adopted a resolution on September 18, 2018, declaring its intention to issue combined water and sewer system revenue bonds in the maximum principal amount of Ten Million Dollars (\$10,000,000) to raise money for the purpose of improving, repairing, and extending (the "Authorized Purpose") the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality (the "System") and gave notice of such intention by publication of said resolution three times in a newspaper having a general circulation in the Municipality. If twenty percent (20%) of the qualified electors of the Municipality had filed a written protest against the issuance of such bonds on or before the date specified in said resolution, an election on the question of the issuance of such bonds would have been held. November 6, 2018, was set by the Governing Body as the date on or before which written protest was required to have been filed. No written protest was received on or before said date. The Municipality is now authorized and empowered by the Act to issue the Series 2019 Bonds to provide funds for the Authorized Purpose without the necessity of calling and holding an election on the question of the issuance thereof.

Reference is made to the Act, the Bond Resolution, and any and all modifications and amendments thereof for a description of the nature and extent of the security for the Series 2019 Bonds, the pledge of revenues for the payment of the principal of and interest on the Series 2019 Bonds and any Additional Bonds, the nature and extent of said pledge and the terms and conditions under which the Series 2019 Bonds are issued.

Defined Terms. In addition to any words and terms elsewhere defined herein or in the Bond Resolution, the following words and terms shall have the following meanings unless some other meaning is plainly intended:

"Act" shall mean Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended.

"Additional Bonds" shall mean Bonds issued on a parity of lien with the Series 2019 Bonds pursuant to the requirements of the Bond Resolution.

"Additional Bonds Resolution" shall mean any resolution of the Governing Body authorizing and directing the issuance of Additional Bonds.

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

"Authorized Purpose" shall mean improving, repairing, and extending the System.

"Bond" or "Bonds" shall mean the Series 2019 Bonds and any Additional Bonds hereafter issued under the terms, limitations, and conditions provided in the Bond Resolution.

"Bond and Interest Fund" shall mean the Bond and Interest Fund authorized, established, designated, and provided for in Section 5.03(a)(2) of the Bond Resolution.

"Bond Counsel" shall mean Jones Walker LLP, Jackson, Mississippi, or any other Nationally Recognized Bond Counsel.

"Bond Insurance Policy" shall mean the insurance policy, if any, issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2019 Bonds when due.

"Bond Insurer" shall mean such municipal bond insurer, if any, as is approved for such purpose by both the Purchaser and by the Mayor on behalf of the Municipality, or any successor thereto or assignee thereof.

"Bond Resolution" shall mean this resolution authorizing and directing the issuance of the Series 2019 Bonds.

"Bond Year" shall mean the period beginning on the Closing Date and ending on the last day of September next occurring and each one-year period thereafter during which any Series 2019 Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Series 2019 Bonds are retired.

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

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

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

"Closing Date" with respect to the Series 2019 Bonds shall mean the date of issuance and delivery of the Series 2019 Bonds to the Purchaser, [and with respect to any Additional Bonds, shall mean the date of issuance and delivery of such Additional Bonds to the purchaser thereof.]

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and the Treasury Regulations promulgated thereunder.

"Consulting Engineer" shall mean Volkert, Inc., Jackson, Mississippi, a competent engineering firm, engaged by the Municipality to study the System in order to determine the nature and extent of the Project and to make estimates of the cost thereof.

"Contingent Fund" shall mean the Combined Water and Sewer System Contingent Fund authorized, established, designated, and provided for in Section 5.03(a)(4) of the Bond Resolution.

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

"Current Debt Service Account" shall mean the Current Debt Service Account authorized, established, designated, and provided for in Section 5.03(a)(2)(A) of the Bond Resolution.

"Current Expenses" shall mean the reasonable and necessary current expenses of maintenance, repair, and operation of the System, and shall include, without limiting the generality of the foregoing, expenses not annually recurring, premiums for insurance, administrative, and engineering expenses relating to maintenance, repair, and operation, fees and expenses of the Paying Agent, legal and financial advisory expenses, taxes lawfully imposed on the System, reasonable payments to pension or retirement funds for employees of the System, and any other expenses of the System required or permitted to be paid by the Municipality under the provisions of the Bond Resolution, or by law, but shall not include any allowance for depreciation or deposits or transfers to the credit of the Bond and Interest Fund, the Depreciation Fund, or the Contingent Fund.

"Debt Service Reserve Account" shall mean the Debt Service Reserve Account authorized, established, designated, and provided for in Section 5.03(a)(2)(B) of the Bond Resolution.

"Defaulted Interest" shall mean interest on any Bond which is not paid on the date due.

"Defaulted Principal" shall mean principal of any Bond which is not paid on the date due.

"Depreciation Fund" shall mean the Combined Water and Sewer System Depreciation Fund authorized, established, designated, and provided for in Section 5.03(a)(3) of the Bond Resolution.

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

"Event of Default" shall mean an event of default as described in Section 8.01 of the Bond Resolution.

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

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

"Improvement Fund" shall mean the Combined Water and Sewer System Improvement Fund authorized, established, designated, and provided for in Section 6.01 of the Bond Resolution.

"Loans" shall mean any loans for the System existing on the date of issuance of the Series 2019 Bonds resulting from any loan agreements entered into by the Municipality under any loan programs of the State of Mississippi.

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

"Mayor" shall mean the Mayor of the Municipality.

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

"Municipal Advisor" shall mean Government Consultants, Inc., Madison, Mississippi.

"Nationally Recognized Bond Counsel" shall mean an attorney or firm of attorneys with a national reputation for rendering opinions in connection with the issuance of municipal obligations and the tax-exempt status under federal law of interest on such obligations.

"Net Revenues" shall mean all Revenues remaining after payment of Current Expenses and debt service on the Loans.

"Notice" shall mean the Notice of Bond Sale set out in Section 10.01 hereof.

"Operation and Maintenance Fund" shall mean the Combined Water and Sewer System Operation and Maintenance Fund authorized, established, designated, and provided for in Section 5.03(a)(1) of the Bond Resolution.

"Outstanding" in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered under the Bond Resolution or any Additional Bonds Resolution, except:

(1) Bonds theretofore canceled or required to be canceled under any of the aforesaid bond resolutions;

(2) Bonds deemed paid under the aforesaid bond resolutions; and

(3) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to any of the aforesaid bond resolutions.

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

"Paying Agent" shall mean any bank, trust company, or other institution herein or hereafter designated by the Governing Body to make payments of the principal of and interest on the Series 2019 Bonds, and to serve as registrar and transfer agent for the registration of owners of the Series 2019 Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

"Payment Date" shall mean April 1, and semiannually thereafter on April 1 and October 1 of each year, and continuing until the last such date on which any of the Series 2019 Bonds is Outstanding, or is paid in full whether at maturity or upon redemption thereof.

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

"Principal and Interest Requirements" for any Bond Year shall mean the sums sufficient for the payment of the principal of and interest on the Bonds which will mature and accrue during such period, including the Loans, excluding any principal or premium payable pursuant to any optional redemption provisions but including, with respect to Bonds which are term Bonds, any principal and interest coming due in such Bond Year pursuant to any mandatory sinking fund redemption payments pertaining to such term Bonds.

"Procedures" shall mean the Post Issuance Compliance Procedures, attached hereto as **Attachment B**.

"Project" shall mean the improvements, repairs, and extensions to the System, to be made in substantial accordance with the plans and specifications, as they may be amended and supplemented, prepared by the Consulting Engineer.

"Purchaser" shall mean the successful bidder for the Series 2019 Bonds to be hereafter designated by the Governing Body.

"Record Date" shall mean, as to interest payments, the fifteenth (15th) day of the month preceding the dates set for payment of interest on the Series 2019 Bonds and, as to payments of principal, the fifteenth (15th) day of the month preceding the maturity date thereof.

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

"Redemption Price" shall mean, with respect to a Series 2019 Bond, the principal amount of such Series 2019 Bond, plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms and pursuant to the provisions hereof.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality as the Registered Owner of a Bond or Bonds.

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

"Reserve Account Requirement" for an issue of Bonds shall, except as otherwise provided below, be calculated as of the date of initial issuance of such issue of Bonds and shall be the lesser of: (a) ten percent (10%) of the "principal amount" of all Bonds of such issue; (b) the Maximum Annual Debt Service Requirement with respect to such issue, calculated on a Bond Year basis; and (c) one hundred twenty-five percent (125%) of the average annual debt service on such issue, calculated on a Bond Year basis. The amount of the Reserve Account Requirement for an issue of Bonds shall be calculated and/or recalculated as of: the date of initial issuance of such issue of Bonds; any date on which such issue of Bonds shall be retired, paid in full or defeased; and any date on which a portion, but not all, of the Bonds of such issue shall be refunded. If a portion, but not all, of the Bonds of an issue (the "Refunded Issue") shall be refunded, the Reserve Account Requirement shall be computed on the date of initial issuance of the refunding Bonds (the "Refunding Issue") and thereafter as applicable collectively with respect to the Refunded Issue and the Refunding Issue as the lesser of: (a) the greater of (i) ten percent (10%) of the aggregate Outstanding principal of the Refunded Issue plus ten percent (10%) of the principal of the Refunding Issue, and (ii) the Reserve Account Requirement with respect to the Refunded Issue as of its date of initial issuance; (b) the aggregate Maximum Annual Debt Service Requirement, taking into account all Outstanding Bonds of the Refunded Issue and the Refunding Issue, calculated on a Bond Year basis; (c) one hundred twenty-five percent (125%) of the average future annual debt service on all Outstanding Bonds of the Refunded Issue and the Refunding Issue, calculated on a Bond Year basis; and (d) the maximum amount which can be allocated to the Debt Service Reserve Account without causing the Debt Service Reserve Account to be other than a reasonably required reserve or replacement fund under Treasury Regulations as applicable to the Refunded Issue and the Refunding Issue. The Reserve Account Requirement may be funded with a Reserve Fund Surety Bond, cash, or a combination of both. As used in this paragraph, the term "principal amount" shall mean, with respect to any Bond, the stated principal amount of such Bond, unless the issue of Bonds which included such Bond had more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, in which event principal amount shall mean the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations) of such Bond.

"Reserve Fund Surety Bond" shall mean an insurance policy, letter of credit, or surety bond issued by an insurance company or financial institution acceptable to and approved by the Municipality and the rating agency, if any, and also approved by the Bond Insurer, if any, which shall be issued in an amount equal to all or a portion of the Reserve Account Requirement and may be utilized in whole or in part to satisfy the deposit and funding requirements set forth in the Bond Resolution in lieu of or in substitution for a deposit of cash or securities.

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

"Revenue Fund" shall mean the Combined Water and Sewer System Revenue Fund authorized, established, designated, provided for in Section 5.02 of the Bond Resolution.

"Revenues" shall mean all payments, proceeds, fees, charges, rents, and all other income (including investment income) derived by or for the account of the Municipality from its

ownership and operation of the System, excluding all acreage, front-footage, assessment, and similar fees and charges derived by the Municipality in connection with the provision of or payment for capital improvements constituting a part of the System and gifts, grants, bequests, and proceeds of tax levies, all as calculated in accordance with generally accepted accounting principles.

"Series 2019 Bonds" shall mean the Combined Water and Sewer System Revenue Bonds, Series 2019, of the Municipality in the original principal amount of Ten Million Dollars (\$10,000,000), authorized and directed to be issued in the Bond Resolution.

"Special Record Date" shall mean the date fixed by the Paying Agent pursuant to Section 3.02(d) and 3.02(e) of the Bond Resolution for the payment of Defaulted Interest and Defaulted Principal, respectively.

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

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

"System" shall mean the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality, as the same presently exists and as hereafter improved, repaired, and extended.

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

THE SERIES 2019 BONDS

Terms of the Series 2019 Bonds. The Series 2019 Bonds shall be in registered form; shall be dated May 1, 2019; shall be in the denomination of \$5,000 each or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in order of issuance; shall bear interest from the date thereof at the rates set forth on the cover page of this Official Statement, payable on May 1, 2020, and semiannually thereafter on May 1 and November 1 in each year; and shall mature, with option of prior payment, on May 1 in the years and principal amounts as set forth on the cover page of this Official Statement.

Purpose. The Series 2019 Bonds are being issued to provide funds for the Authorized Purpose and the Project and to pay the costs of the authorization, issuance, sale, validation, and delivery of the Series 2019 Bonds.

Redemption of the Series 2019 Bonds. The Series 2019 Bonds maturing after May 1, 2029, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after May 1, 2029, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity, as follows:

(a) Interest shall cease to accrue on any of the Series 2019 Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(b) At least thirty (30) days before the redemption date of any Series 2019 Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (i) to be filed with the Paying Agent and (ii) to be mailed, postage prepaid, to all Registered Owners of the Series 2019 Bonds to be redeemed at their addresses as they appear on the registration books herein provided for on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the place or places at which payment shall be made, and, if less than all of the Series 2019 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2019 Bonds to be redeemed.

(c) Prior to the date fixed for redemption, funds shall be placed with the Paying Agent to pay the Series 2019 Bonds called for redemption and accrued interest thereon to the redemption date and the premium, if any, in trust with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the Series 2019 Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by this Bond Resolution and shall not be deemed to be Outstanding under the provisions of this Bond Resolution.

Security for the Series 2019 Bonds. In order to secure the payment of the principal of, premium, if any, and interest on the Series 2019 Bonds, the Municipality hereby irrevocably pledges (i) a sufficiency of the Net Revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System and the payment of the Loans, to pay the principal of, premium, if any, and interest on the Series 2019 Bonds, and to make the payments into the Current Debt Service Account and into the Debt Service Reserve Account, and all other payments provided for in this Series 2019 Bond Resolution as the same become due and payable and (ii) the Debt Service Account and the Debt Service Reserve Account, both of which sources have been pledged on a parity of lien with any Additional Bonds issued in accordance with the provisions of the Bond Resolution. The Series 2019 Bonds shall be secured equally and ratably by such pledge.

Limitation of the Obligation of the Municipality. The Series 2019 Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory, or charter limitation of indebtedness, but shall be payable solely from the sources as provided in the Bond Resolution. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Series 2019 Bonds or the making of any reserve or other payments provided for in the Bond Resolution.

CONTINUING DISCLOSURE

The Municipality will execute a Continuing Disclosure Agreement for the benefit of holders of the Series 2019 Bonds wherein the Municipality will agree to provide annually certain financial information and operating data relating to the Municipality (the “Annual Reports”), and to provide notices through the Electronic Municipal Market Access (“EMMA”) system established by the Municipal Securities Rulemaking Board (the “MSRB”) (or such

other system as may be subsequently authorized by the MSRB). The Annual Reports and notices of material events will be filed by the Municipality through the EMMA system (or such other system as may be subsequently authorized by the MSRB). The specific nature of the information to be contained in the Annual Reports or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in “**APPENDIX D**” hereto. A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission of the United States of America and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Series 2019 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2019 Bonds and their market price.

The Municipality’s intention is to file the information required under the Continuing Disclosure Agreement for the Series 2019 Bonds in a complete and timely manner. The Municipality has hired an independent agent to monitor compliance throughout the term of the Series 2019 Bonds. The Municipality has also signed up for the EMMA tickler system reminders.

The Municipality is obligated to make continuing disclosure filings under certain prior continuing disclosure agreements which require annual operating information and financial statements to be filed annually. These continuing disclosure agreements set forth various deadlines for filing financial statements. As new continuing disclosure agreements are entered into and the obligations under prior continuing disclosure agreements terminate, the Municipality’s goal is to make the information required to be filed and the submission deadlines uniform to facilitate compliance.

In three of the past five years, the Municipality has failed to file Audited Financial Statements, or Unaudited Financial Statements in the event Audited Financial Statements were not available, by the submission dates required by some of the continuing disclosure agreements that were in effect. In two instances, the Municipality also failed to file a “Notice of Failure to File” its audited financial statements. The Annual Reports for the past five fiscal years were timely filed under most continuing disclosure agreements, but the Municipality failed to file the annual reports under all of the applicable CUSIPs. The annual report for the fiscal year ended September 20, 2016, was mislabeled as the annual report for the fiscal year ended September 20, 2015; this error was corrected by the Municipality. There was also a late filing of the Budget Report for several fiscal years.

Each continuing disclosure agreement also obligated the Municipality to file a notice of the occurrence of any event listed in the Rule. Included in the listed events are bond calls and rating changes. During the past five years, the Municipality failed to file notices concerning changes in underlying ratings and the ratings of its bond insurers, including the S&P Global Ratings downgrade of National Public Finance Guarantee Corporation on June 27, 2017.

The Audited Financial Statements of the electric system of the Municipality were filed late to for the Series 2006 Bonds for the fiscal years ended September 30, 2012 and 2013; the unaudited financial statements were not filed with the Annual Report in the absence of the Audited Financial Statements; a “Notice of Failure to File” was not filed for the fiscal years ended September 30, 2012 and 2013, and a failure was not disclosed in the prior Official Statement.

The audited financial statements for the fiscal year ended September 30, 2017, were filed February 19, 2018. The audited financial statements for the fiscal year ended September 30, 2018, are not yet available and will be filed as soon as they are available.

THE COMBINED WATER AND SYSTEM OF THE MUNICIPALITY

General. The Municipality owns the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality (the "System").

The water portion of the System serves _____ customers utilizing _____ miles of water mains and _____ wells having a total estimated capacity of _____ gallons per day ("MGD"). The System utilizes _____ elevated storage tanks and _____ ground storage tanks with a total capacity of _____ gallons.

The sewer portion of the System serves _____ customers utilizing _____ miles of sewer mains and a treatment plant with a capacity of _____ MGD.

The Municipality has entered into an agreement with _____ for _____.

The Municipality has met all requirements set forth by the Mississippi Department of Environmental Quality and the Environmental Protection Agency.

Water and Sewer Enterprise Fund. The System is maintained as a separate accounting entity and is operated as an "enterprise fund." Such fund is used to account for water and sewer services provided to residents of the Municipality and some residents outside the incorporated area of the Municipality. All activities necessary to provide such services are accounted for in this fund, including administration, engineering, pumping and purification, transmission, and distribution, financing, debt service, and billing and collections.**Management of the System.** The System is operated by Starkville Utilities, a public utility incorporated in 1939 and operating as a self-sustaining arm of the Municipality under administrative control of the Governing Body of the Municipality. The Clerk, as the chief financial officer of the Municipality, maintains the books of accounts and prepares financial statements for the System.

Establishment of Rates. Charges for the services and facilities of the System are established by the Governing Body of the Municipality. During any time any obligations of the System are outstanding and unpaid, the Governing Body must consider, among other things, the rate covenant contained in the Bond Resolution (see "SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION - Rate Covenant").**Rate Structure.** The following water and sewer rates were adopted by the Municipality on _____ and apply to each user of the System.

Water rates for users within the corporate limits of the Municipality through metered services are as follows:

Usage Category (Per Month)	Rate
Minimum Fee	\$_____
_____ gallons	\$_____ per

	thousand gallons
More than _____ gallons	\$_____ per thousand gallons

Sewer rates for users within the corporate limits of the Municipality through metered services are as follows:

Usage Category (Per Month)	Rate
Minimum Fee	\$_____
Within Municipality, plus usage	\$_____ per thousand gallons
Outside Municipality, plus usage	\$_____ per thousand gallons
Flat rate (sewer only)	\$_____

Water rates for users outside the corporate limits of the Municipality through metered services are as follows:

Usage Category (Per Month)	Rate
Minimum Fee	\$_____
_____ gallons	\$_____ per thousand gallons
More than _____ gallons	\$_____ per thousand gallons

Sewer rates for users outside the corporate limits of the Municipality through metered services are as follows:

Usage Category (Per Month)	Rate
Minimum Fee	\$_____

Within Municipality, plus usage	\$_____ per thousand gallons
Outside Municipality, plus usage	\$_____ per thousand gallons
Flat rate (sewer only)	\$_____

The following is an estimated breakdown of water and sewer charges for residential and commercial and industrial customers of the System as of September 30, 20__.

	Residential Customers	Commercial and Industrial Customers	Totals
Water Charges:	\$_____	\$_____	\$_____
Sewer Charges:	\$_____	\$_____	\$_____
Totals	\$_____	\$_____	\$_____

The ten (10) largest users of water per gallon per month as of September 30, 20__, are listed below.

Ten Largest Water Customers	Usage (gallons per month)

Total	

The current capacity of the water system is as follows:

Current Water System	Number of Gallons Per Day
Capacity	_____
Peak Daily Load	_____
Average Daily Use	_____

The ten (10) largest users of sewer per gallon per month as of September 30, 20____, are listed below.

Ten Largest Sewer Customers	Usage (gallons per month)
Total	

The current capacity of the sewer system is as follows:

Current Sewer System	Number of Gallons Per Day
Peak Daily Load	_____
Average Daily Usage	_____

Revenues Available for Debt Service. The following schedule prepared by the Municipal Advisor, based on projections and information supplied by the officers of the Municipality, sets forth the actual and projected Net Revenues for Fiscal Years 20__ through 20__. Historical calculations were based on actual data from the Municipality's annual audited financial statements and budgets.

REVENUES						
Water & Sewer Sales						
Other Revenues						
TOTAL OPERATING REVENUES						
EXPENSES						
Personnel						
Material & Supplies						
Professional Services						
Other						
TOTAL OPERATING EXPENSES						
NET REVENUES AVAILABLE FOR DEBT SERVICE						
EXISTING DEBT SERVICE*						
AVAILABLE REVENUE FOR NEW DEBT SERVICE						
PROFORMA DEBT SERVICE***						
DEBT SERVICE COVERAGE						

Assumptions:

Debt:

*Existing:

*New Issue:

Litigation and Claims Affecting the System and the Municipality.

System Litigation. Currently there are no pending or threatened lawsuits, claims, or other proceedings (private, governmental, or otherwise) pertaining to the System which might be expected to affect the availability of Revenues of the System to pay principal of, premium, if any, and interest on the Series 2019 Bonds.

Other Litigation. From time to time, claims are made against the Municipality, some of which result in litigation against the Municipality. None of the pending or threatened claims are expected to affect the Municipality's ability to perform its obligations to the Registered Owners of the Series 2019 Bonds.

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

The Tort Claims Act, as amended, provides a broad statutory sovereign immunity for acts and omissions of governmental entities, whether governmental, proprietary, discretionary or ministerial, including for breach of an implied contract, and without regard to whether a fee, charge or other consideration was paid. The Tort Claims Act waives this statutory sovereign immunity up to certain maximum limits of liability, except for specified circumstances; the maximum liability arising out of a single occurrence is \$250,000 for claims arising on or after June 1, 1997, and before June 1, 2001, and \$500,000 for claims arising on or after June 1, 2001. Attorney fees and punitive damages are not allowed unless otherwise specifically authorized by law; trial of claims arising under the Tort Claims Act shall be conducted without a jury; a claimant must exhaust his administrative remedies before he files suit, and he must file within one year after the cause of action arises; governmental entities and their employees acting within the course and scope of their employment shall not be liable for any claims under specified circumstances; all political subdivisions must purchase liability insurance or set up self-insurance reserves sufficient to cover risks of claims under the Tort Claims Act; all governmental entities may purchase liability insurance in excess of the maximum liability and immunity shall be waived to the extent of the excess liability insurance; and any two or more political subdivisions may enter into agreement to pool liabilities through insurance or self-insurance reserves.

Under existing law, the defense of sovereign immunity would not be available to the Municipality against a claim for payment, when due, of principal of or interest on the Series 2019 Bonds.

RISK FACTORS

The Series 2019 Bonds are secured by and are payable solely from a sufficient amount of Net Revenues of the System. Growth of the System is dependent in large part on the growth of numbers of users of the System. The growth of numbers of users of the System may be dependent upon population growth in the area served by the System.

Revenues of the System may also be affected by the expansion or contraction of operations of industrial and commercial users of the System. It is impossible to project such industrial or commercial expansion or contraction.

SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION

The following is a summary of certain provisions of the Bond Resolution. The summary does not purport to be comprehensive or definitive. All references herein to the Bond Resolution are qualified in their entirety by reference to such document.

Application of the Series 2019 Bond Proceeds. All funds received from the sale of the Series 2019 Bonds shall, on the Closing Date, be applied as follows:

(a) *Bond and Interest Fund.* Into the Bond and Interest Fund as follows:

(1) Current Debt Service Account. A sum equal to the amount of accrued interest received upon the sale and delivery of the Series 2019 Bonds shall be deposited into the Current Debt Service Account of the Bond and Interest Fund.

(2) Debt Service Reserve Account. To the extent that other funds of the Municipality have not been deposited into the Debt Service Reserve Account, so that the amount therein is equal to the Reserve Account Requirement, or a Reserve Fund Surety Bond has not been issued to the Municipality, then such sum as is necessary, in addition to other funds on deposit in the Debt Service Reserve Account, shall be deposited into the Debt Service Reserve Account so that the total amount therein is equal to the Reserve Account Requirement.

(b) *Improvement Fund.* The remaining portion of the proceeds of the sale of the Series 2019 Bonds shall be deposited into the Improvement Fund.

Rate Covenant.

(a) As long as any of the Series 2019 Bonds are outstanding and unpaid, the Municipality covenants with the Bondholders that the Municipality will fix, establish, maintain, levy, and collect such rates, fees, rents, and other charges for the services and facilities of the System and all parts thereof, and will revise the same from time to time whenever necessary, as will always provide Revenues at least sufficient: (a) to pay the Current Expenses of the System

and (b) to provide one hundred twenty percent (120%) of the amount of the maximum Principal and Interest Requirement for the current Bond Year on account of the Bonds then Outstanding. The Municipality shall maintain a rate ordinance which shall provide Revenues in each Fiscal Year sufficient to satisfy the requirements under this subheading. To the extent permitted by applicable law, the aforesaid rate ordinance shall also provide for a penalty charge for non-payment of bills within a specified number of days after their due date and discontinuance of service upon non-payment of bills within a specified number of days after their due date, and the Municipality shall discontinue the supplying of the services and facilities of the System for non-payment of bills for such services and facilities within such time period and will not restore the services and facilities of the System to any of such delinquent users until payment in full of all delinquent charges, including reasonable charges for restoration of services.

(b) If the Revenues in any Fiscal Year as shown by the Municipality's audit are less than the total amount set forth in subsection (a) above, then it shall, as promptly as possible, request the Consulting Engineers to make recommendations as to a revision of such rates, fees, rents, and other charges or methods of operating the System which will result in producing the required amount of Revenues in the following Bond Year. Upon receipt of such recommendations the Municipality shall, subject to applicable requirements imposed by law, immediately revise such rates, fees, rents, and other charges and take such other actions respecting the methods of operation of the System as shall in its discretion be deemed necessary.

Combined Water and Sewer System Revenue Fund. An amount of the Revenues of the System sufficient to provide for the deposits required by the Bond Resolution shall be deposited on or before the first (1st) Business Day of each month, commencing in the first calendar month following the Closing Date, in the Revenue Fund provided for in the Bond Resolution. The Revenue Fund shall constitute a trust fund for the purposes provided in the Bond Resolution, and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in the Bond Resolution.

Disposition of Revenues; Establishment of Funds. (a) The Municipality will set aside, allocate and deposit funds from the Revenue Fund into the separate funds as provided in the Bond Resolution. Such sums shall be set aside, allocated and deposited by the Clerk without further direction of or action by the Governing Body in the following manner and order of priority:

(1) *Operation and Maintenance Fund.* On the first (1st) Business Day of each month, beginning with the first calendar month following the Closing Date, an amount which, when added to any funds then on deposit in the Operation and Maintenance Fund, shall be equal to the estimated Current Expenses of the System for the next succeeding calendar month, including any amounts needed to cover deficiencies in preceding months. Funds in the Operation and Maintenance Fund shall be disbursed from time to time as needed for the operation and maintenance of the System.

(2) *Bond and Interest Fund.* From the funds in the Revenue Fund there shall next be apportioned, set aside, and deposited into the Bond and Interest Fund the amounts required for the following accounts in the Bond and Interest Fund to be funded in the order listed:

(A) Current Debt Service Account. On or before the first (1st) Business Day of each month, beginning in the first calendar month following the Closing Date (but not sooner than one year prior to the first principal payment date as to principal payments), there shall be apportioned, set aside, and deposited into the Current Debt Service Account, Revenues for the payment of interest in an amount which, together with funds on deposit in the Current Debt Service Account for such purpose and together with approximately equal subsequent monthly deposits on or before the first Business Day of each month, will provide a sum for the payment of interest equal to the amount necessary to pay the next installment of interest on the Bonds, and Revenues for the payment of principal in an amount which, together with funds on deposit in the Current Debt Service Account for such purpose and together with approximately equal subsequent monthly deposits on or before the first (1st) Business Day of each month, will provide a sum for the payment of principal equal to the amount necessary to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment).

(B) Debt Service Reserve Account. (i) Provided, that in addition to the funds required to be paid into the Current Debt Service Account by the Bond Resolution, the Debt Service Reserve Account shall be maintained as a subaccount in said fund in order to meet any deficiency therein in future years. In order to fully fund the Debt Service Reserve Account, the Clerk shall immediately upon delivery of the Series 2019 Bonds deposit an amount from the proceeds of the sale of the Series 2019 Bonds or any other legally available funds of the Municipality, which, together with funds on deposit in the Debt Service Reserve Account, will be equal to the Reserve Account Requirement, at which amount the Debt Service Reserve Account shall thereafter be maintained by such future payments as may be necessary for that purpose. The Debt Service Reserve Account shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the Current Debt Service Account are insufficient for that purpose. No funds paid into the Debt Service Reserve Account shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Bonds.

(ii) On or before the first (1st) Business Day of each month, commencing in the first calendar month after a withdrawal from the Debt Service Reserve Account causes the amount on deposit therein to fall below the Reserve Account Requirement or in the first calendar month after an annual valuation of the Debt Service Reserve Account reveals that the fair market value of the investments therein is less than the Reserve Account Requirement, there shall be apportioned, set aside and deposited to the Debt Service Reserve Account all funds remaining in the Revenue Fund after the payments required by paragraph (a)(2)(A) above have been made until the amount in the Debt Service Reserve Account equals the Reserve Account Requirement; provided, that no such deposits shall be made until all required payments have been made in full into the Current Debt Service Account, including any deficiencies for prior payments. Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for in the Bond Resolution.

(iii) No further payments into the Current Debt Service Account or into the Debt Service Reserve Account shall be required when the aggregate amount of funds

in both the Current Debt Service Account and the Debt Service Reserve Account are at least equal to the aggregate principal amount of the Bonds then Outstanding, plus the amount of interest then due or to become due on the Bonds then Outstanding, or when the Bonds shall be deemed fully paid within the meaning of the Bond Resolution.

(iv) The Municipality, in its sole discretion and with the prior written consent of the Bond Insurer, if any, may fund all or a portion of the Reserve Account Requirement with a Reserve Fund Surety Bond. Any such Reserve Fund Surety Bond must either extend to the final maturity date of the then Outstanding Bonds or the Municipality must agree, by a resolution supplementing the Bond Resolution, that the Municipality will replace such Reserve Fund Surety Bond prior to its expiration with another Reserve Fund Surety Bond which shall have no adverse effect on ratings then in effect on the Outstanding Bonds, or with cash, or with a combination of both. The face amount of the Reserve Fund Surety Bond, together with amounts on deposit in the Debt Service Reserve Account, including the face amount of any other Reserve Fund Surety Bond, shall be at least equal to the Reserve Account Requirement.

(v) Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for in the Bond Resolution. In the event that amounts credited to the Debt Service Reserve Account are used to pay maturing principal or interest on the Bonds when funds on hand in the Current Debt Service Account are insufficient therefor or that amounts credited to the Debt Service Reserve Account are at any time less than the amount of the Reserve Account Requirement, the Municipality shall provide written notice of such event and of the amount of such deficiency to the Bond Insurer, if any. If a disbursement is made from the Debt Service Reserve Account to pay maturing principal or interest on the Bonds, only such amount as may at the time be drawn under any Reserve Fund Surety Bond then credited to the Debt Service Reserve Account shall be included in computing the amounts credited to the Debt Service Reserve Account. The Municipality shall be obligated to restore the amounts credited to the Debt Service Reserve Account to the amount of the Reserve Account Requirement by either: (1) causing any Reserve Fund Surety Bond to be reinstated; (2) providing one or more Reserve Surety Bonds; (3) depositing Revenues into the Debt Service Reserve Account in accordance with (a)(2)(B) above; or (4) any combination of the foregoing. With respect to such replenishment of the Debt Service Reserve Account, any funds received for such purpose shall be used first to reimburse any provider of a Reserve Fund Surety Bond then credited to the Debt Service Reserve Account, thereby reinstating such Reserve Fund Surety Bond, and second to replenish any cash in the Debt Service Reserve Account and/or to provide one or more Reserve Fund Surety Bonds.

(3) *Depreciation Fund.* In order to fund the Depreciation Fund provided for herein, after the deposits required by paragraphs (a)(1) and (a)(2) of this Section, there shall next be deposited into the Depreciation Fund the amount of Five Thousand Dollars (\$5,000); provided, however, that deposits may be made on or before the first (1st) Business Day of each month, beginning with the first (1st) calendar month after the Closing Date, until the amount on deposit in the Depreciation Fund is equal to Five Thousand Dollars (\$5,000), at which amount it shall thereafter be maintained by such future monthly deposits as may be necessary for that

purpose. The Depreciation Fund shall be used for the purpose of paying the cost of replacing such parts of the System as may need replacement in order to keep the System operating in an economical and efficient manner; provided, however, that in the event the funds provided for in this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal of the Bonds as set forth in paragraph (a)(2)(A) of this Section shall be drawn from the Depreciation Fund, and shall be used together with funds otherwise available to pay such accruing interest and to provide for the payment of principal as set forth in paragraph (a)(2)(A) of this Section. No funds paid into the Depreciation Fund shall be used to prepay principal or premium, if any, unless such prepayment is for the entire balance of the principal amount of the Bonds.

(4) *Contingent Fund.* In order to fund the Contingent Fund provided for herein, after the deposits required by paragraphs (a)(1), (a)(2) and (a)(3) of this Section, there shall next be deposited into the Contingent Fund the amount of Five Thousand Dollars (\$5,000); provided, however, that deposits may be made on or before the first (1st) Business Day of each month, beginning with the first (1st) calendar month after the Closing Date, until the amount on deposit in the Contingent Fund is equal to Five Thousand Dollars (\$5,000), at which amount it shall thereafter be maintained by such future monthly deposits as may be necessary for that purpose. The Contingent Fund shall be used for the purpose of paying the cost of unforeseen contingencies arising in the operation and maintenance of the System, including the construction of reasonable and proper improvements, repairs, and extensions thereto; provided, however, that in the event the funds provided for in this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal of the Bonds as set forth in paragraph (a)(2)(A) of this Section shall be drawn from the Contingent Fund and shall be used, together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in Section 5.03(a)(2)(A).

(b) The funds in the foregoing funds shall be held separate and apart from all other funds of the Municipality and shall be applied in the manner provided. Any surplus Revenues remaining after all deposits required by the Bond Resolution have been made may be used solely for purposes pertaining to the System, including payment of any general obligation debt previously or hereafter incurred for the System. The foregoing notwithstanding, any amounts required to be paid by the Municipality from such surplus Revenues for general administrative charges pertaining to the System shall be considered as being used for purposes pertaining to the System.

(c) If in any month the Revenues are insufficient to deposit the required amount in any of the funds as hereinbefore provided, the deficiency shall be made up in the subsequent payment or payments in addition to the payments which would otherwise be required to be made into such funds in subsequent months; provided, however, that any deficiency in the Current Debt Service Account and the Debt Service Reserve Account shall be made up before any further payment is made to the Depreciation Fund or the Contingent Fund.

(d) The investments of funds in the Debt Service Reserve Account shall be valued in such manner as the Municipality shall determine at the fair market value thereof annually on the last Business Day of each Fiscal Year. If the fair market value of said investments is less than the Reserve Account Requirement, the Municipality shall, as soon as possible but in any event within the following 12 months, place money from the Revenue Fund into the Debt Service Reserve Account as provided in paragraph (a)(2)(B) above to bring the aggregate value of the Debt Service Reserve Account up to the Reserve Account Requirement. If the fair market value of such investments is greater than the Reserve Account Requirement, the amount of money in excess of the Reserve Account Requirement shall be paid into the Current Debt Service Account.

Investment of Funds on Deposit in the Funds. The funds at any time on deposit in any fund or account provided for by the Bond Resolution not immediately required for disbursement for the purposes for which such funds or accounts are established, shall be invested in such instruments or investments as are permissible under the Code or under applicable law of the State. The income received on the investment of any such funds shall be credited to the fund or account for which such investments are made; provided that, with respect to the Current Debt Service Account and except with respect to the Improvement Fund, the excess, if any, of such income above the amounts required to be on deposit in such funds or accounts shall be transferred to the Current Debt Service Account and applied to the purposes for which such account is established. The income received on any investments in the Improvement Fund shall be credited to such fund until the Project is complete.

Combined Water and Sewer Improvement Fund. Pursuant to the Bond Resolution, the proceeds of the Series 2019 Bonds remaining after deposits have been made to the various funds and accounts described therein shall be irrevocably deposited by the Municipality into the Improvement Fund. Funds in the Improvement Fund shall be applied solely and only to the payment of the costs of the Project and costs incidental thereto (including but not limited to costs of the authorization, issuance, sale, validation, and delivery of the Series 2019 Bonds and Bond Insurance Policy premiums, if any, for the Series 2019 Bonds). Any balance remaining in the Improvement Fund after completion of the Project shall be transferred to the Current Debt Service Account and applied to the payment of the principal of and interest on the Series 2019 Bonds

Operation and Maintenance. The Municipality will maintain the System and all parts thereof in good condition, and will continuously operate the same in an efficient and economical manner, making such expenditures for equipment and for renewal, repair, and replacement as may be proper for the economical operation and maintenance thereof.

Sale of the System. The System may be sold or otherwise disposed of only as a whole or substantially as a whole, and only if the net proceeds to be realized shall be sufficient, together with other funds available therefor, to provide for the payment of the principal of, premium, if any, and interest on the Bonds and fully to retire all of the Bonds and any other indebtedness to the payment of which the Net Revenues of the System are pledged, and all interest thereon to their respective dates of maturity or earlier redemption dates. The proceeds from such sale or other disposition of the System shall immediately be deposited into the Current Debt Service Account, or if the Bonds are not then redeemable, into an escrow fund as provided in the Bond Resolution, and shall be used only for the purpose of paying the principal of, premium, if any,

and interest on the Bonds, as the same shall become due, or for the redemption of callable Bonds (subject to the Bond Resolution).

The foregoing provision notwithstanding, the Municipality shall have and reserves the right to sell or otherwise dispose of any of the property comprising a part of the System hereafter determined in the manner provided in the Bond Resolution to be no longer necessary, useful or profitable in the operation thereof, for fair and reasonable prices.

Prior to any such sale or other disposition of said property, the Consulting Engineers shall make a finding in writing determining that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the proceeds from any sale of such property shall be deposited into the Revenue Fund and used only as provided in the Bond Resolution for such fund.

Issuance of Other Obligations Payable Out of Revenues. The Municipality will not issue any other obligations, except upon the conditions and in the manner provided in the Bond Resolution, payable from the Net Revenues and being on a parity with the lien of the Bonds and the interest thereon, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon.

The Municipality may issue obligations junior and subordinate to the Bonds at any time, provided that the issuance of such obligations does not violate any covenants of the Municipality concerning any of its then outstanding obligations. All obligations issued by the Municipality secured by Net Revenues other than Additional Bonds shall contain an express statement that such obligations are junior and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the Net Revenues, and in all other respects.

Insurance for the System. As long as any of the Bonds shall remain Outstanding and unpaid, the Municipality shall carry and maintain all-risk insurance upon all the properties forming a part of the System which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts as carried and maintained by other municipalities rendering services of a similar character in similar communities. The proceeds of all such insurance shall be used only for the maintenance and restoration of the System, or for the payment of the principal of, premium, if any, and the interest on the Bonds.

To the extent the Municipality is not covered by sovereign immunity, the Municipality will also carry adequate public liability and property damage insurance. Proceeds of insurance awards, except public liability and property damage policies, will be used to repair the damaged property or replace the destroyed property, and excess proceeds shall be deposited into the Depreciation Fund or in the Current Debt Service Account to redeem the Bonds, or if the Bonds are not then redeemable, into an escrow fund as provided in the Bond Resolution.

Books and Records. The Municipality will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Municipality in which complete and correct entries shall be made in accordance with generally accepted accounting principles consistently applied of all transactions relating to the System, and any Bondholder and

the Paying Agent shall have the right at all reasonable times to inspect the System and all parts thereof, and all records, accounts and data of the Municipality relating thereto.

The Municipality shall promptly after the close of each Fiscal Year cause the books, records and accounts of the System for the preceding Fiscal Year to be properly audited by a qualified and independent firm of certified public accountants, which report shall cover in reasonable detail the operation of the System and the insurance carried with respect thereto. The Municipality shall make available generally said report, or a reasonable summary thereof, to any Bondholder upon request.

The Municipality shall also, prior to the commencement of each Fiscal Year, cause the System to be inspected by the Consulting Engineers, who shall file a report with the Clerk prior to the commencement of such Fiscal Year, setting out the condition of the physical plant of the System and any recommendations which the Consulting Engineers shall deem to be advisable. Such report shall include the following:

- (a) Advice and recommendations concerning the maintenance, repair and operation of the System.
- (b) Advice and recommendations as to renewals or replacements of any part of the System.
- (c) Advice and recommendations as to extensions of the System.
- (d) The estimated cost of any recommended renewals, replacements or extensions to the System.
- (e) Advice and recommendations concerning the amount and character of insurance that should be carried on the System.
- (f) Advice and recommendations concerning any revision of the rates to be charged for the services of the System.
- (g) A statement of the judgment of the Consulting Engineers concerning whether the System had been maintained in good repair and operating order, with such suggestions as the Consulting Engineers may deem advisable concerning changes in the methods of operating the System.

The Municipality covenants with the Registered Owners that if the report of the Consulting Engineers shall show that the System has not been maintained in good repair and operating condition, it will, from available Revenues and from the Depreciation Fund and, to the extent applicable, from the Contingent Fund, promptly restore the System to good repair and operating condition; that all recommendations of said report shall receive impartial consideration by the Governing Body; and that the Municipality and the Governing Body shall endeavor in good faith to carry out the recommendations that may be made by the Consulting Engineers.

Operating Budget. Prior to the commencement of each Fiscal Year following the Closing Date, the Governing Body shall prepare or shall cause to be prepared and adopted by resolution of the

Governing Body a detailed budget setting out the estimated receipts and expenditures of the System for the then ensuing Fiscal Year. This budget shall contain:

- (a) an estimate of the Revenues expected to be derived from the operation of the System during the next ensuing Fiscal Year;
- (b) a statement of the estimated Current Expenses during the next ensuing Fiscal Year;
- (c) a statement of the amount of principal and interest due on the Bonds and any other indebtedness payable from Net Revenues during the ensuing Fiscal Year;
- (d) a statement of what replacements to the System may be anticipated and the estimated cost thereof;
- (e) a statement of the total amount anticipated to be payable from Revenues during the next ensuing Fiscal Year; and
- (f) a statement of the amount on deposit in each of the funds referred to in the Bond Resolution.

Consulting Engineers. The Municipality will retain Consulting Engineers to inspect the System and make the annual report concerning the same referred to in the Bond Resolution, and to perform the duties provided for therein for such Consulting Engineers.

Default and Remedies. An "Event of Default" as used in the Bond Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due, (b) failure to comply with any other of the covenants of the Municipality set out in the Bond Resolution and the continuation thereof for 30 days after written notice specifying such failure shall have been given to the Municipality by any Bondholder, or Bond Insurer, if any, provided that, if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Municipality to remedy such default within such 30 day period shall not constitute a default under the Bond Resolution if the Municipality shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch within no longer than 60 days after the aforesaid written notice, or (c) filing by the Municipality of a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable federal or state law or (d) the declaration or determination of a default under the additional bond Resolutions.

The Registered Owner of any of the Bonds may, by suit, action, mandamus or other proceedings at law or in equity, enforce and compel performance by the appropriate official or officials of the Municipality of any or all acts and duties to be performed by the Municipality under the provisions of the Act and of the Bond Resolution. If there be any default in the payment of the principal of and interest on the Bonds, any court having jurisdiction in the proper action may, upon petition of the Registered Owners of a majority in principal amount of the Bonds then Outstanding, appoint a receiver to administer and operate the System with power to

fix rates and collect charges sufficient to provide for the payment of the Bonds and to pay the expenses of operating and maintaining the System in conformity with the provisions of the Act and the Bond Resolution.

Additional Bonds. No Additional Bonds shall be issued unless the conditions set forth in the Bond Resolution are satisfied and unless all of the following conditions are complied with:

(a) The Municipality must be current in all deposits into the various funds and all payments theretofore required to have been deposited or made by it under the provisions of the Bond Resolution.

(b) If the Additional Bonds are to be issued for the purpose of financing the construction or acquisition of improvements to the System then:

(1) The amount of the Net Revenues during any twelve (12) consecutive months of the eighteen (18) months immediately preceding the delivery of the Additional Bonds, as certified by the Consulting Engineers or an accountant, will be equal to one hundred twenty percent (120%) of the Maximum Annual Debt Service Requirement for the then Outstanding Bonds.

(2) The Consulting Engineers or accountant shall also certify that the amount of the Net Revenues derived from the operation of the System in each year after acquisition or completion of such improvements and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineers, will, in each year, be at least equal to one hundred twenty percent (120%) of the principal and interest which will mature and become due in each such year on (A) the then Outstanding Bonds and (B) the Additional Bonds then proposed to be issued.

(3) If any changes have been made and are in effect at the time of the adoption of the Additional Bonds Resolution in the schedule of rates and charges imposed by the Municipality for services furnished by the System which were in effect during any part of the consecutive twelve-month period referred to in this subsection (b), the Consulting Engineers or accountant may, if such changes resulted in increases in such rates and charges, and shall, if such changes resulted in reductions in such rates and charges, adjust the Net Revenues to be certified for such consecutive twelve-month period to reflect any change in such Net Revenues which would have occurred if the schedule of rates and charges in effect at the time of the adoption of the Additional Bonds Resolution had been in effect during that portion of such consecutive twelve-month period in which such schedule was not in effect.

(c) If the Additional Bonds are to be issued for the purpose of refunding all or a portion of any series of Outstanding Bonds, the issuance of such Additional Bonds shall either result in a net present value debt service savings of not less than 2 percent of the principal amount of the Bonds to be refunded or the issuance of such Additional Bonds shall satisfy the applicable tests set forth in subsections (b) and (c) above.

(d) The Municipality covenants and provides in the Bond Resolution that the Additional Bonds Resolution shall provide that the Debt Service Reserve Account shall be additionally fully funded in an amount equal to the Reserve Account Requirement.

(e) The Additional Bonds Resolution must provide that principal shall mature on the Payment Date on which principal is due and interest shall come due on the Payment Date on which interest is due.

All of such Additional Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on the Net Revenues of the System and their source of and security for payment therefrom without preference of any Bonds over any other.

The Municipality shall not issue any obligations whatsoever payable from the Net Revenues of the System which rank equally as to lien and source and security for their payment from such Net Revenues with the Bonds, except in the manner and under the conditions provided above. The Municipality may issue bonds junior and subordinate to the Bonds at any time, provided that the issuance of such bonds does not violate any covenants of the Municipality concerning any of its then Outstanding Bonds.

Defeasance of Series 2019 Bonds. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Series 2019 Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Bond Resolution, then the pledge of any Net Revenues, and other funds and securities pledged under the Bond Resolution and all covenants, agreements and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 2019 Bonds or interest installments for the payment or redemption of which funds shall have been set aside and shall be held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph under this subheading. All Outstanding Series 2019 Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the first paragraph under this subheading if (a) in case any of said Series 2019 Bonds are to be redeemed on any date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2019 Bonds on said date and (b) there shall have been deposited with the Paying Agent either funds in an amount which shall be sufficient, or funds which shall be invested in direct obligations of the United States of America or obligations the principal of and interest on which is guaranteed by the United States of America and which are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof, the principal of and the interest on which when due will provide money which, together with the funds, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal and interest due and to become due on said Series 2019 Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (c) in the event said Series 2019 Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2019 Bonds on such date. Neither investments nor funds deposited with the Paying Agent pursuant to the provisions under this subheading nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Series 2019 Bonds; provided, that if the interest on such investments deposited

with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in the Bond Resolution maturing at times and in amounts sufficient to pay when due the principal or interest due on the interest date or maturity date of the Series 2019 Bonds, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

Amounts paid by the Bond Insurer, if any, to the Holders of the Series 2019 Bonds shall not constitute the payment of the Series 2019 Bonds pursuant to the Bond Resolution, and the Series 2019 Bonds shall continue to be Outstanding and the amounts due thereon shall continue to be due and owing under the Bond Resolution until paid in accordance therewith.

Modification or Amendment. (a) No material modification or amendment of the Bond Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the Holders of two-thirds or more in principal amount of the Series 2019 Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2019 Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to fix, maintain and collect fees, rentals and other charges for the System or to pay the interest and principal on the Series 2019 Bonds, as the same mature and become due, from the Net Revenues of the System, or reduce such percentage of Holders of the Series 2019 Bonds required above for such modification or amendment without the consent of the Holders of all of the Series 2019 Bonds.

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

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

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under the Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Series 2019 Bonds;

(3) to subject to the lien of the Bonds and the pledge contained in the Bond Resolution additional Revenues or receipts;

(4) to provide for the use of a Reserve Fund Surety Bond in the Debt Service Reserve Account; or

(5) to provide for the issuance of Additional Bonds.

(c) Notwithstanding any provision therein to the contrary, the Bond Resolution may be amended by resolution of the Municipality prior to the delivery of any of the Series 2019 Bonds with the consent of the Purchaser and the Bond Insurer, if any.

TAX EXEMPTION

Exclusion from Gross Income Pursuant to Section 103 of the Internal Revenue Code. In the opinion of Bond Counsel, under existing statutes, regulations, rulings and decisions, as presently interpreted and construed, and based on the assumptions described below, and subject to the exceptions, conditions and limitations described below, interest on the Series 2019 Bonds earned by the respective owners thereof is excludable from gross income for federal income tax purposes pursuant to the Code.

The Code includes certain restrictions, conditions and requirements, compliance with which subsequent to issuance of the Series 2019 Bonds is necessary in order that interest on the Series 2019 Bonds be (and continue to be) excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code. In rendering its opinion, Bond Counsel will assume continuous compliance with all provisions of the Code, compliance with which subsequent to the date of issuance of the Series 2019 Bonds is necessary in order that interest on the Series 2019 Bonds be and continue to be excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code. The Municipality has covenanted to comply with each such requirement, and failure of the Municipality to comply with such requirements may cause interest on the Series 2019 Bonds to be includable in gross income for federal income tax purposes, retroactive to the date of issuance of the Series 2019 Bonds.

Alternative Minimum Tax. Pursuant to Section 55 of the Code, an alternative minimum tax is imposed if a taxpayer's regular income tax for a year is less than such taxpayer's "tentative minimum tax" for such year. "Tentative minimum tax" is computed on the basis of "alternative minimum taxable income." "Alternative minimum taxable income" is taxable income determined with certain adjustments and increased by certain items of tax preference.

Among the adjustments applicable in determining "alternative minimum taxable income" for corporations (other than S corporations, regulated investment companies, real estate investment trusts and real estate mortgage investment conduits, as such terms are defined in the Code) is 75 percent of the amount by which "adjusted current earnings" exceeds the "alternative minimum taxable income" (determined without regard to the adjustments based on "adjusted current earnings" and the alternative net operating loss deduction described in Section 56 of the Code). Interest on the Series 2019 Bonds will be included in computing "adjusted current earnings."

Among the items of tax preference for all taxpayers is interest on any "specified private activity bond," reduced by any deduction (not allowable in computing the regular tax) which would have been allowable if such were included in gross income. In the opinion of Bond Counsel, the Series 2019 Bonds will not be "specified private activity bonds."

Certain Other Provisions of the Code Affecting Owners of the Series 2019 Bonds; Other Federal Tax Consequences of Interest on the Series 2019 Bonds.

Branch Profits Tax. Interest on the Series 2019 Bonds earned by certain foreign corporations doing business in the United States of America may be subject to the branch profits tax imposed by Section 884 of the Code.

S Corporations. Interest on the Series 2019 Bonds will be includable in calculating the tax on "excess net passive income" imposed by Section 1375 of the Code on certain Subchapter S corporations that have Subchapter C earnings and profits.

Social Security and Railroad Retirement Benefits. Interest on the Series 2019 Bonds held by persons who also receive Social Security or Railroad Retirement Benefits may have the effect of subjecting part of such benefits to federal income taxation.

Insurance Companies. Pursuant to Section 832 of the Code, deductible underwriting losses of property and casualty insurance companies will be reduced by 15 percent of the amount of interest earned on the Series 2019 Bonds. (If the amount of the reduction exceeds the amount otherwise deductible as losses incurred, such excess may be includable in income).

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

The Series 2019 Bonds are not "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Bond Counsel is of the opinion that under existing law, interest on the Series 2019 Bonds earned by the respective owners thereof is exempt from State of Mississippi income taxes.

Bond Counsel Opinion. Bond Counsel will not address or opine with respect to any federal tax consequences arising with respect to the Series 2019 Bonds, other than its opinion with respect to the exclusion of interest on the Series 2019 Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code, its opinion that the Series 2019 Bonds are "qualified tax-exempt obligations," and its opinion that the Series 2019 Bonds are not "specified private activity bonds." Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2019 Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Future Federal Legislation. Legislation which may affect the tax consequences of owning municipal bonds is constantly being considered by the United States Congress. There can be no assurance that legislation enacted after the date of issuance of the Series 2019 Bonds will not adversely affect the tax consequences of owning the Series 2019 Bonds, the exclusion of interest on the Series 2019 Bonds from gross income for federal income tax purposes or the market price of the Series 2019 Bonds.

VALIDATION

The Series 2019 Bonds will be submitted to validation before the Chancery Court of the County as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended.

APPROVAL OF LEGAL PROCEEDINGS

All legal matters in connection with the authorization and issuance of the Series 2019 Bonds are subject to the final approval of the legality thereof by Bond Counsel. Copies of such opinion will be available at the time of delivery of the Series 2019 Bonds. No representation is made to the Registered Owners of the Series 2019 Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Official Statement and Bond Counsel assumes no responsibility to the Registered Owners of the Series 2019 Bonds except for the matters set forth in such opinion.

LITIGATION

No litigation is pending or, to the knowledge of the Municipality, threatened in any court to restrain or enjoin the issuance or delivery of any of the Series 2019 Bonds or the collection of Revenues pledged or to be pledged to pay the principal of and interest on the Series 2019 Bonds, or in any way contesting or affecting the validity of the Series 2019 Bonds or the Bond Resolution or the power to collect and pledge said Revenues to pay the Series 2019 Bonds, or contesting the powers or authority of the Municipality to issue the Series 2019 Bonds or adopt the Bond Resolution.

OFFICIAL STATEMENT CERTIFICATE

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. At the time of the delivery of the Series 2019 Bonds, the representative of the Purchaser will receive a certificate signed on behalf of the Municipality by an authorized officer of the Municipality acting solely in his/her official capacity, substantially to the effect that to the best of his/her knowledge and belief, as of the date of the delivery of the Series 2019 Bonds to the Purchaser, this Official Statement, excluding the Appendices, as then supplemented or amended, does not contain an untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein in the light of the circumstances under which they were made, not misleading. In rendering such certificate, the official executing the certificate may state that he/she has relied in part on his/her examination of the records of the Municipality relating to matters within his/her own area of responsibility, and discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants and representatives of the Municipality.

REGISTRATION, SALE, AND DISTRIBUTION

The Series 2019 Bonds have not been registered under the Securities Act of 1933, as amended (in reliance upon an exemption therefrom), or the blue sky laws of any jurisdiction. No assurance can be given that any trading market will develop for the Series 2019 Bonds after their initial sale by the Municipality. The Municipality has no control over the prices at which the Series 2019 Bonds will be initially reoffered to the public.

THE MUNICIPAL ADVISOR

The Municipality has retained the firm of Government Consultants, Inc., Madison, Mississippi (the "Municipal Advisor"), as an independent Municipal Advisor to the Municipality in connection with the issuance of the Series 2019 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the Municipality with respect to the preparation of documents, the preparation for the sale of the Series 2019 Bonds and of the time for the sale, tax-exempt bond market conditions and other factors related to the sale of said Series 2019 Bonds.

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

AUDITORS

The financial statements of the Municipality as of September 30, 2017, have been audited by Watkins, Ward and Stafford, PLLC, Starkville, Mississippi, independent certified public accountants, as set forth in their report thereon appearing as "**APPENDIX B**" hereto. Watkins, Ward and Stafford, PLLC has not performed any procedures relating to this Official Statement.

RATING

Moody's Investors Service, Inc. has assigned a rating of "___" to the Bonds. An explanation of the significance of such rating may be obtained from Moody's Investors Service, Inc.

There is no assurance that present or future ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agencies, if in the judgment of any or all of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of any or all of such ratings may have an adverse effect on the market price of the Bonds.

A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

MISCELLANEOUS

The references, excerpts, and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series

2019 Bonds, the security for the payment of the Series 2019 Bonds, and the rights and obligations of the Registered Owners thereof.

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

The Municipality has prepared this Preliminary Official Statement which it deems, for purposes of Rule 15c2-12 of the Securities and Exchange Commission, to be final and complete as of its date, except for the omission of the offering prices, interest rates,, and any other terms of the Series 2019 Bonds depending on such matters, and the identity of the Purchaser, subject to revision, amendment, and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed this Preliminary Official Statement. Upon the sale and award of the Series 2019 Bonds, the Municipality will publish an Official Statement in substantially the same form as this Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete this Preliminary Official Statement. The successful bidder must notify the Clerk of the Municipality in writing within five business days of the sale and award if the bidder requires additional copies of the Official Statement to comply with applicable regulations. The cost for such additional copies will be paid by the successful bidder requesting such copies. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any Purchaser identification determined by the Municipality to be necessary for the Official Statement within 24 hours after the sale and award of the Series 2019 Bonds.

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

Lesa Hardin, City Clerk
l.hardin@cityofstarkville.org
City Hall
110 West Main Street
Starkville, Mississippi 38654

or

Brad C. Davis, Esq.
bdavis@joneswalker.com
Jones Walker LLP
P. O. Box 427
Jackson, Mississippi 39205-0427

CITY OF STARKVILLE, MISSISSIPPI

/s/ Lesa Hardin
City Clerk

BY: /s/ Lynn Spruill
Mayor

APPENDIX A

**GENERAL INFORMATION REGARDING THE MUNICIPALITY AND
ITS ECONOMY**

(For Informational Purposes Only)

GENERAL INFORMATION REGARDING THE MUNICIPALITY AND ITS ECONOMY

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

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

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

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

	<u>2017</u>	<u>2010</u>	<u>2000</u>	<u>1990</u>	<u>1980</u>
The Municipality	25,352	23,888	21,869	18,474	16,139
The County	49,799	47,671	42,902	38,404	36,060

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

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

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

<u>Name</u>	<u>Occupation</u>	<u>Position Held Since</u>
Lynn Spruill	Mayor	2017
Ben Carver	MSU Center for Governmental Training	2009
David Little	Insurance Claims Adjuster	2013
Patrick Miller	MSU Extension Service	2017
Roy A'. Perkins	Attorney	1993
Sandra C. Sistrunk	Accountant	2017
Henry N. Vaughn, Sr.	Shipping/Receiving Supervisor	2009
Jason Walker	Professor at Mississippi State University	2013

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

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

Per Capita Income.

<u>Year</u>	<u>County</u>	<u>Mississippi</u>	<u>United States</u>	<u>County as % of U. S.</u>
2018				
2017	32,464	36,636	51,640	62.87%
2016	31,408	35,936	49,571	63.36%
2015	30,445	34,771	48,112	63.27%
2014	29,636	34,431	46,049	64.40%
2013	29,653	33,913	44,765	66.24%
2012	29,105	33,446	44,200	65.85%

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

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

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

Retail Sales.

<u>State Fiscal Year Ended June 30</u>	<u>Starkville</u>	<u>Oktibbeha County</u>
2018	\$554,800,486	\$765,063,477
2017	543,449,953	740,610,467
2016	531,523,901	793,499,323
2015	488,569,075	719,169,505
2014	457,518,130	654,401,207
2013	443,596,476	606,567,774
2012	433,467,830	599,137,317

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

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

<u>State Fiscal Year Ended June 30</u>	<u>Amount</u>
2018	\$6,962,566
2017	6,953,218
2016	6,805,249
2015	6,350,826
2014	5,884,847
2013	5,666,165

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

Employment Statistics of the County.

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<i>Residence Based Amounts.</i>						
Civilian Labor Force	20,720	22,100	22,550	23,000	23,040	22,930
Unemployed	1,780	1,590	1,410	1,260	1,110	1,050
Unemployment Rate	8.6	7.2	6.3	5.5	4.80	4.60
Employed	18,940	20,510	21,140	21,740	21,930	21,880
<i>Establishment Based Amounts.</i>						
Manufacturing	1,400	1,500	1,620	1,660	1,690	1,660
Nonmanufacturing	19,690	20,290	20,410	20,600	20,890	21,050

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

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

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

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

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

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

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

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

Enrollment figures for the District for the scholastic year 2018-19 and for the four preceding years are as follows:

<u>Scholastic Year</u>	<u>Enrollment</u>
2018-19	5,078
2017-18	5,117
2016-17	5,175
2015-16*	5,152
2014-15	4,378
2013-14	4,281
2012-13	4,302

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

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

TAX INFORMATION

Assessed Valuation.

<u>Assessment Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Public Utility Property</u>	<u>Total</u>
2018				
2017	\$187,675,537	\$53,040,836	\$1,759,249	\$242,475,622
2016	182,103,479	52,298,211	1,839,272	236,240,962
2015	173,918,688	48,709,628	1,879,960	224,508,276
2014	171,415,194	49,386,184	1,922,383	222,723,761
2013	164,020,584	47,043,050	2,794,780	213,858,414
2012	160,234,738	49,236,924	3,229,590	212,701,252

SOURCE: Office of the City Clerk, _____, 2019.

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

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

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

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

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

Tax Levy Per \$1,000 Valuation.

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
<i>General Purposes.</i>						
General Revenue						
Purposes &						
General Improvements	\$25.58	\$25.58	\$21.98	\$21.98	\$21.98	\$21.98
	<u>\$25.58</u>	<u>\$25.58</u>	<u>\$21.98</u>	<u>\$21.98</u>	<u>\$21.98</u>	<u>\$21.98</u>
<i>School Purposes.</i>						
District Maintenance	***	***	***	***	***	\$51.46
Limited Tax Note & Int.	***	***	***	***	***	2.61
Sinking Fund						
Millsaps Vocational Ct.	***	***	***	***	***	1.00
1995 Bond & Int. Skg.	***	***	***	***	***	3.23
Fd.						
2008 Bond & Int. Fd	***	***	***	***	***	8.27
						<u>\$66.57</u>
						<u>\$88.55</u>

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

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

SOURCE: Office of the City Clerk, _____, 2019.

Ad Valorem Tax Collections.

<u>Year Ended</u> <u>September 30</u>	<u>Taxes</u> <u>Due</u>	<u>Taxes</u> <u>Collected</u> ¹	<u>Difference</u> <u>Over (Under)</u>
2018			
2017	\$6,043,043	\$6,068,549	\$25,506
2016	4,934,692	5,078,293	143,601
2015	4,642,000	4,722,698	80,698
2014	4,544,367	4,408,420	(135,947)
2013	4,083,500	4,239,600	156,100
2012	4,087,500	4,265,479	177,979

¹ Includes prior years' collections.

SOURCE: Office of the City Clerk, _____, 2019.

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

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

Section 27-41-55, Mississippi Code of 1972, as amended, provides that after the fifth day of August in each year, the tax collector for each county shall advertise and sell all land in such county on which all taxes due and in arrears have not been paid, as well as all land liable for

other matured taxes. The owner, or any person interested in the land sold for taxes, may redeem the land at any time within two years after the day of sale by paying all taxes, costs, interest and damages due to the chancery clerk. A valid tax sale will mature two years after the date of sale unless the land is redeemed and title will vest in the purchaser on such date.

At the option of the tax collector, advertisement for the sale of such county lands may be made after the fifteenth (15th) day of February in each year with the sale of such lands to be held on the first Monday of April following said advertisement. All provisions which relate to the tax sale held in August of each year shall apply to the tax sale if held in April.

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

DEBT INFORMATION

Legal Debt Limit Statement.

(as of March 1, 2019)

	<u>15% Limit</u>	<u>20% Limit</u>
Authorized Debt Limit (Last Completed Assessment for Taxation - \$242,475,622)	\$36,371,343	\$48,495,124
Present Debt Subject to Debt Limits	<u>26,005,000</u>	<u>28,991,166</u>
Margin for Further Debt Under Debt Limits after Issuance of the Bonds	<u>\$10,366,343</u>	<u>\$19,503,958</u>

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

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

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

Outstanding General Obligation Bonded Debt.(as of March 1, 2019)

<u>Issue</u>	<u>Date of Issue</u>	<u>Amount Outstanding</u>
Public Improvement Bonds	5/14/09	350,000
Public Improvement Bonds	11/19/09	350,000
Refunding Bonds	3/22/11	905,000
Utility Refunding Bonds	10/18/12	1,741,166
Utility Refunding Bonds	5/17/13	340,000
Public Improvement Bonds	6/25/15	2,405,000
Public Improvement Bonds 2016A	10/15/16	2,780,000
Public Improvement Bonds 2016B	10/15/16	2,225,000
Taxable Development Bonds	10/12/17	<u>6,650,000</u>
Refunding Bonds	4/24/18	6,745,000
Public Improvement Bonds	4/30/18	<u>4,500,000</u>
		<u>\$28,991,166</u>

Certificates of Participation.
(as of March 1, 2019)

<u>Issue</u>	<u>Date of Issue</u>	<u>Amount Outstanding</u>
Certificates of Participation, Series 2013 ¹	6/13/13	\$1,760,000

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

Other Debt. The Municipality has entered into agreements with the State for Capital Improvements Revolving Loans and a Water Pollution Control Revolving Loan. Such loans are subject to neither the 15 percent nor the 20 percent debt limitation. The Municipality has also entered into a number of capital leases which are subject to annual appropriations and therefore subject to neither the 15 percent nor the 20 percent debt limitation. For additional information, see “**APPENDIX B**” hereto.

PERS Liability.

The Municipality participates in the State of Mississippi Public Employees’ Retirement System (“PERS”), a cost-sharing, multiple-employer retirement system administered by the State of Mississippi for the benefit of its local governments and State personnel. Benefit provisions, including employer contribution rates, are established by State statute and may be amended from time to time only by the State Legislature. The percentage that an employer is required to contribute was increased from 14.26% to 15.75% effective July 1, 2013, and remains 15.75%. The adequacy of these rates is assessed annually by actuarial valuation.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions (“GASB-68”). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the Municipality). As a result of the implementation of GASB-68, in the financial statements of the Municipality for the fiscal year ending September 30, 2017, a net pension liability of \$29,357,963 has been recorded, which is attributable to the Municipality and the Municipality’s Electric Department, based upon the reported unfunded actuarial accrued liability of \$16,623,394,000, as of June 30, 2017.

For more information on the Municipality’s pension plan and obligations, see “**APPENDIX B**” attached hereto.

APPENDIX B

**FINANCIAL STATEMENTS AND SPECIAL REPORTS
YEAR ENDED SEPTEMBER 30, 2017**

APPENDIX C

FORM OF BOND COUNSEL OPINION

_____, 2019

To whom it may concern:

We have acted as bond counsel in connection with the issuance by the City of Starkville, Mississippi (the "Municipality"), of its \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated _____, 2019 (the "Series 2019 Bonds") pursuant to the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and a bond resolution (the "Bond Resolution") of the Municipality adopted _____, 2019, authorizing the issuance of the Series 2019 Bonds.

All capitalized terms not defined herein shall have the meanings given to them in the Bond Resolution.

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion, including but not limited to the Act and the Bond Resolution.

As to questions of fact material to our opinion, we have relied upon the representations of the Municipality contained in the Bond Resolution and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation, and we express no opinion relating to the accuracy, completeness or sufficiency of any offering material relating to the Series 2019 Bonds.

Based upon our examination, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Municipality is duly created and validly existing as a body corporate and politic and public instrumentality of the State of Mississippi with the corporate power to adopt the Bond Resolution, perform the agreements on its part contained therein and issue the Series 2019 Bonds.

2. The Bond Resolution has been duly adopted by the Municipality and constitutes a valid and binding obligation of the Municipality enforceable upon the Municipality.

3. Pursuant to the Act, the Bond Resolution creates a valid lien on the funds pledged by the Bond Resolution for the security of the Series 2019 Bonds issued pursuant to the requirements set forth in the Bond Resolution, pledged on a parity of lien with any Additional Bonds issued in accordance with the provisions of the Bond Resolution.

4. The Series 2019 Bonds have been duly authorized, executed and delivered by the Municipality and are valid and binding special obligations of the Municipality, payable solely from the sources provided therefor in the Bond Resolution. The Series 2019 Bonds and the

payment of debt service are not secured by an obligation or pledge of any funds raised by taxation and the Series 2019 Bonds do not represent or constitute a pledge of the general credit of the Municipality.

5. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest on the Series 2019 Bonds (including any original issue discount properly allocable to a holder thereof) is excluded from gross income for federal income tax purposes and (b) the Series 2019 Bonds are not "specified private activity bonds" and interest on the Series 2019 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporation. The opinions set forth in the immediately preceding sentence are subject to the condition that the Municipality comply with all requirements of the Internal Revenue Code of 1986 (the "Code"), compliance with which subsequent to the issuance of the Series 2019 Bonds is necessary in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Municipality has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2019 Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Series 2019 Bonds. The Series 2019 Bonds are not qualified tax-exempt obligations as such term is used in Section 265(b)(3) of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Series 2019 Bonds.

6. Under existing statutes, regulations and court decisions as presently interpreted and construed, interest on the Series 2019 Bonds earned by the respective owners thereof is excludable from gross income for purposes of computing income taxes imposed by the State of Mississippi.

7. The Series 2019 Bonds are exempt from registration under the Securities Act of 1933 and Mississippi securities laws and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939.

The rights of the holders of the Series 2019 Bonds and the enforceability thereof and of the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

Jones Walker LLP

APPENDIX D

**FORM OF CONTINUING DISCLOSURE AGREEMENT
OF THE CITY OF STARKVILLE, MISSISSIPPI**

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Certificate") is executed and delivered by the City of Starkville, Mississippi (the "Issuer"), in connection with the issuance of its \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated May 1, 2019 (the "Series 2019 Bonds"). The Series 2019 Bonds are being issued pursuant to a resolution adopted by the Mayor and Board of Alderman (the "Board") of the Issuer on March 5, 2019 (the "Bond Resolution"). The Issuer covenants and agrees as follows:

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

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

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

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2019 Bonds (including persons holding Series 2019 Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Series 2019 Bonds for federal income tax purposes.

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

"EMMA" means MSRB's Electronic Municipal Market Access system on the MSRB Website.

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

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

"MSRB Website" means www.emma.msrb.org.

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

"Official Statement" means the Official Statement dated _____, pertaining to the Series 2019 Bonds.

"Participating Underwriter" means any of the original underwriters of the Series 2019 Bonds required to comply with the Rule in connection with offering of the Series 2019 Bonds.

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

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

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" means the State of Mississippi.

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

"Submission Date" means the date on which the Annual Report is submitted to the Repositories pursuant to Section 3 of this Disclosure Certificate, which shall be a date not later than twelve (12) months after the end of the Issuer's fiscal year (presently September 30), commencing with the report for the 2019 fiscal year.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than the Submission Date, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

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

(c) The Dissemination Agent shall:

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

(2) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure

Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference (a) financial information of the type included in the subsections of the Official Statement Entitled "*The Combined Water And System Of The Municipality*" and (b) the audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the Submission Date, the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

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

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the securities, if material;

- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Municipality;
- (13) consummation of a merger, consolidation, or acquisition involving the Municipality, the sale of all or substantially all of the assets of the Municipality other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation (as defined in the Rule) of the Municipality, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Municipality, any of which may affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Municipality, any of which reflect financial difficulties.

The events listed above are quoted from the Rule and some may not be applicable to the Municipality or the Series 2019 Bonds.

SECTION 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2019 Bonds. If such termination occurs prior to the final maturity of the Series 2019 Bonds, the Issuer shall give notice of such termination in the manner as for a Listed Event under Section 5(c).

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

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Series 2019 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2019 Bonds after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (1) is approved by the Bondholders in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of Bondholders or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (a) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

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

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

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2019 Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Series 2019 Bonds, and shall create no rights in any other person or entity.

Date: _____, 2019

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
City Clerk

EXHIBIT A

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

Name of Issuer: City of Starkville, Mississippi

Name of \$10,000,000 Combined Water and Sewer System Revenue Refunding
Bonds, Series 2019, dated May 1, 2019.

Date of Issuance: _____, 20__.

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-referenced Series 2019 Bonds as required by the Bond Resolution. The Issuer anticipates that the Annual Report will be filed by _____, 20__.

Date: _____, 20__.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
City Clerk

ATTACHMENT B

POST ISSUANCE COMPLIANCE PROCEDURES

PROCEDURES FOR POST-ISSUANCE COMPLIANCE

CITY OF STARKVILLE, MISSISSIPPI

\$10,000,000

COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the "Procedures") is to ensure that the tax-exempt financings of the City of Starkville, Mississippi (the "Municipality" or the "Issuer"), remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the "Code") apply. The Municipality will comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the "Service" or the "IRS"), as such authorities may apply to the Municipality and its obligations.

The "Financing"

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to "bonds" but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Municipality designates the City Clerk of the Municipality (the "City Clerk") and the General Manager of the combined water and sewer system of the Municipality (the "General Manager") as the primary persons responsible for compliance with this policy (the "Responsible Parties"). The Responsible Parties will coordinate efforts with the Mayor and Board of Aldermen and other parties working with the Municipality on financings and the operation of bond financed facilities to ensure that any actions taken with respect to bond financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Municipality will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each years that tax-exempt bonds are

- outstanding
- Reports of any examinations by the IRS of the Municipality or its tax-exempt financings for, or in relation to conduit transactions with, the Municipality

With respect to each issue of tax-exempt bonds, the Municipality hereby requires, and each Municipality agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in "Private Business Use" (below) that relates to a bond financed facility

Separate Bank Account

Many of the Code provisions related to tax exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Municipality will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The Responsible Parties are responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that "fair market value" is used with respect to the purchase and sale of investments

Additionally, the Responsible Parties will monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Municipality agrees to retain the

following for the life of the bonds plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:
 - a) Investment contracts (e.g., guaranteed investment contracts)
 - b) Credit enhancement transactions (e.g., bond insurance contracts)
 - c) Financial derivatives (e.g., swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The Responsible Parties are responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The Responsible Parties will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt bonds, the Municipality will retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth

in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by Bond Counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with Bond Counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Municipality is not in compliance with the arbitrage requirements imposed by the Code or the Municipality has taken a deliberation action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Municipality determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Municipality will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by Bond Counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Municipality are selected for examination by the IRS, the Municipality will retain qualified and experienced counsel to represent the Municipality and will work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Municipality.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Municipality.

City of Starkville, Mississippi

By: _____
City Clerk

By: _____
General Manager

Dated: _____

(seal)



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: March 5, 2019
PAGE: 1

SUBJECT: Request Approval of the Lease Agreement between the City of Starkville and Robert Ward for use of the Agricultural Land Inside the Fenced Area for One Year at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: One-time payment from Robert Ward for \$2,260.00

FISCAL NOTE: Approved by the Airport Board on February 25, 2019

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve of the Lease Agreement between the City of Starkville and Robert Ward for use of the Agricultural Land Inside the Fenced Area for One Year at George M. Bryan Field

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
ROBERT WARD**

This Lease Agreement is entered into on this the 5th day of March, 2019, by and between the **CITY OF STARKVILLE, MISSISSIPPI, "Lessor", and ROBERT WARD, "Lessee"**.

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Exhibit "A" consisting of approximately 113 acres of agricultural land that is outlined by the yellow and blue boundaries in Exhibit "A" (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. USE OF PREMISES.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the

Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record

keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and

Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on March 15, 2019, and shall continue through and expire on March 15, 2020, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing on or before January 1, 2020.

4. RENT. The rent for the subject property shall be \$2,260.00 per year and shall be made in one lump sum payment on or before April 1, 2019. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Twenty Dollars (\$20.00) per acre applied to approximately 113 acres of leased premises. Full payment shall be due by April 1, 2019. Rent shall be paid to Starkville Airport Manager, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements, aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the

leased price shall be reduced by an amount equal to \$20.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations, and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

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

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to

enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

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

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

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

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

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

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and

regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

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

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

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past

due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
101 E. Lampkin Street
Starkville, MS 39759

To Lessee: ROBERT WARD

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

LESSEE

ROBERT WARD

LESSOR

CITY OF STARKVILLE, MS

BY:_____
D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **ROBERT WARD**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the _____ day of _____, 2019.

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

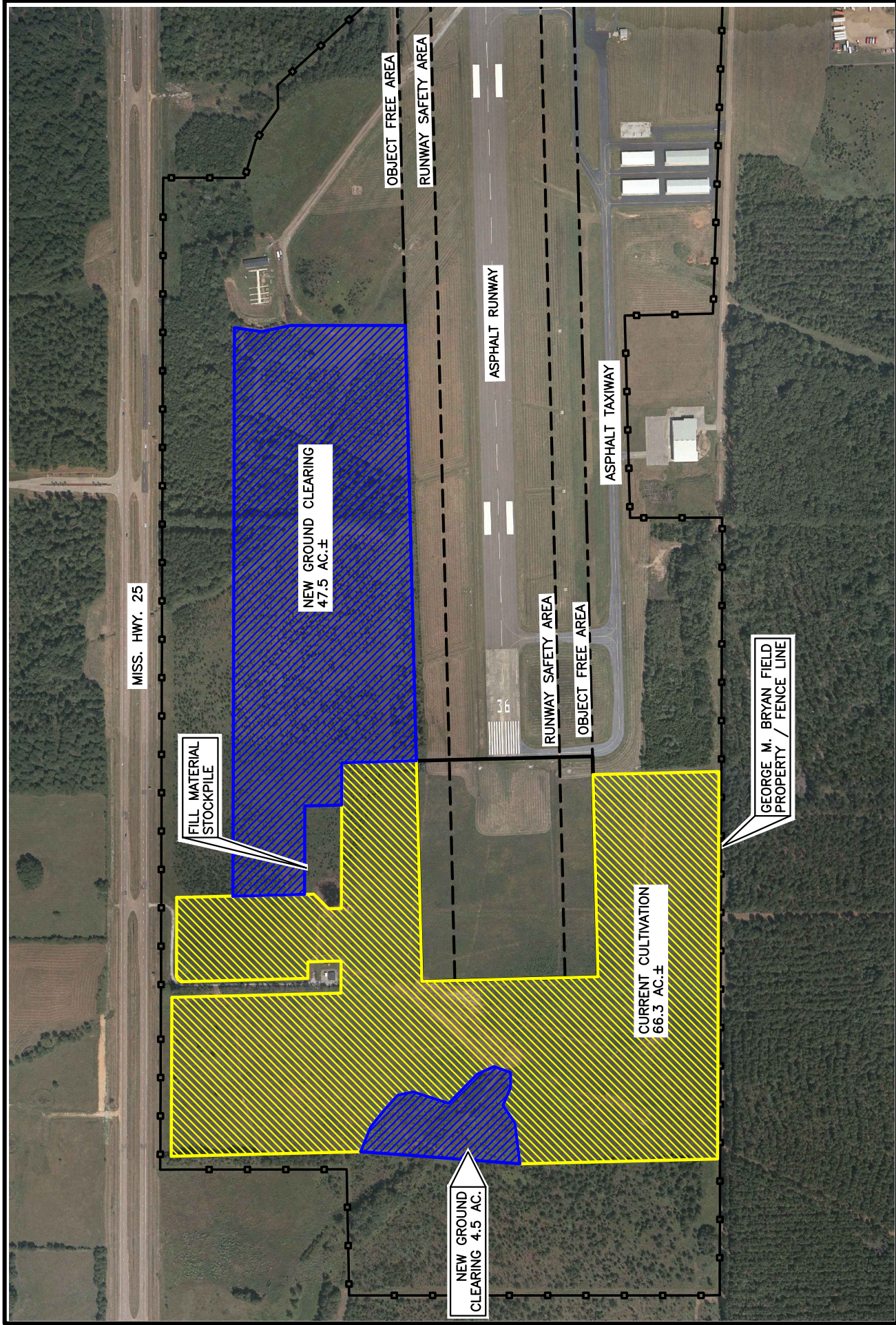
Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the _____ day of _____, 2019.

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:



CLEARWATER CONSULTANTS, INC. STARKVILLE, MISSISSIPPI	GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI	SCALE: 1" = 600'± DATE: FEBRUARY 2017	LAND AVAILABLE FOR AGRICULTURAL LEASE FIGURE 1
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 5, 2019
PAGE: Page 1 of 6

SUBJECT:

A Special Event request by the Greater Starkville Development Partnership to hold the annual King Cotton Crawfish Boil and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$3000.00 with the funding being indirectly associated with the cost of city services from five departments.

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

Police Department	\$ 2050.00
Sanitations	\$ 650.00
Starkville Utilities	\$ 150.00
<u>Water and Sewer Dept.</u>	<u>\$ 150.00</u>
TOTAL	\$ 3000.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the King Cotton Crawfish Boil and have City participation with in-kind services on May 10, 2019. The event will have a setup time of 3:00 pm and a takedown time of 10:00 pm.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the 2019 King Cotton Crawfish Boil with in-kind services to be held on May 10, 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 King Cotton Crawfish Boil Is this a reoccurring event: ☒ Yes ☐ No
Applicant's Name Paige Watson Mobile Number 662-418-0924
Organization Name Greater Starkville Development Partnership Email pwatson@starkville.org
Organization Address 200 East Main 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 Paige Watson Mobile Number 662-418-0924
Date and Times of Event (From) May 10, 2019 6:00 PM (To) May 10, 2019 9:00 PM
Date and Times of Setup and Takedown (From) May 10, 2019 3:00 PM (To) May 10, 2019 10:00 PM

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: competition crawfish boil

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>2,050</u>	Parks Department cost _____
By <u>Mark Butler</u> Date <u>2/14/19</u>	By _____ Date _____
Starkville Utilities cost <u>\$150</u>	Sanitation Department cost <u>650</u>
By <u>[Signature]</u> Date <u>2/14/19</u>	By <u>Calvin Ware</u> Date <u>2-14-19</u>
Fire Department cost _____	Street Department cost _____
By <u>Mar May</u> Date <u>2/14/19</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 Paige Watson Date 2/6/19

Signature [Signature]

Water & Sewer cost: \$150

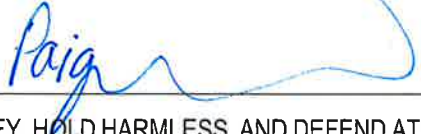
By: [Signature]

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:

 (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: Paige Watson
Title: Special Events & Projects Coordinator, GSDP

ATTEST:

By: Abbey Ferguson
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 2/6/19

Print Name Paige Watson

Organization Greater Starkville Development Partnership

2019 King Cotton Crawfish

Event Map

Legend



Event Area





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 5, 2019
PAGE: Page 1 of 6

SUBJECT:

A Special Event request by the Greater Starkville Development Partnership to hold a new special event called Taco Hop and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$2190.00 with the funding being indirectly associated with the cost of city services from five departments.

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

Police Department	\$ 840.00
Sanitations	\$ 650.00
Starkville Utilities	\$ 250.00
<u>Street Department</u>	<u>\$ 450.00</u>
TOTAL	\$ 2190.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold Taco Hop and have City participation with in-kind services on April 6, 2019. The event will have a setup time of 10:00 am and a takedown time of 4:00 pm.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the 2019 Taco Hop with in-kind services to be held on April 6, 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 Taco Hop Is this a reoccurring event: ☐ Yes ☒ No
Applicant's Name Paige Watson Mobile Number 662-418-0924
Organization Name Greater Starkville Development Partnership Email pwatson@starkville.org
Organization Address 200 East Main 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 Paige Watson Mobile Number 662-418-0924
Date and Times of Event (From) April 6, 2019 12:00pm (To) April 6, 2019 3:00pm
Date and Times of Setup and Takedown (From) April 6, 2019 10:00am (To) April 6, 2019 4:00pm

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: Street taco and craft beer festival!

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 840⁰⁰

By Mark Ball Date 2/14/19

Starkville Utilities cost \$250

By [Signature] Date 2/14/19

Fire Department cost

By [Signature] Date 2/14/19

Parks Department cost

By _____ Date _____

Sanitation Department cost 650.00

By Calvin Ware Date 2-14-19

Street Department cost \$450.00

By [Signature] Date 2/26/19

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 Paige Watson Date 2/6/19

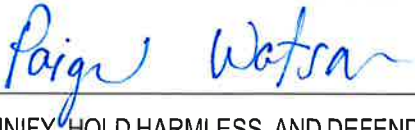
Signature [Signature]

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:



_____ (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: Paige Watson
Title: Special Events & Projects Coordinator, GSPP

ATTEST:

By: Abbey Ferguson
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 2/6/19

Print Name Paige Watson

Organization Greater Starkville Development Partnership



100 ft



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 5, 2019
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of VA 19-02 a request by TEP Starkville LLC for Variance relief from front setback requirements on two properties located approximately 360' southeast of the center of the intersection of Highway 12 East and Pat Station Road directly east of the La Quinta Inn in an C-2 and R-5 zoning district with the property #117-25-021.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

TEP Starkville, LLC is in the process of developing a mixed use development on the site. The development consists of two parcels. Parcel 1 will be a multi-family development and parcel 2 will be a mixed use development with commercial and multi-family residential. In order to achieve the proposed site plan, a front setback variance from the proposed new road will be required. The requested variance on parcel 2 is to reduce the front setback requirement from 20' to 10'. The requested variance on parcel 1 is to reduce the front setback requirement from 25' to 10'.

The applicant is requesting relief from Appendix A- Zoning, Article VII. - District Regulations, Section G. (3) and Section L (4). The applicant attended a Development Review Committee meeting on November 8, 2018. In addition to the request, the Applicant has been approved for a Preliminary Plat, Rezoning, and a Conditional Use for the site by the Board of Aldermen.

On February 27, 2019, the Board of Adjustments and Appeals voted 5-0 to recommend approval of this request.

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 VA 19-02 a request for relief from front setback requirements on two properties located approximately 360' southeast of the center of the intersection of Highway 12 East and Pat Station Road directly east of the La Quinta Inn in an C-2 and R-5 zoning district with the property #117-25-021.00



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 19-02 Request by TEP Starkville LLC for Variance relief from front setback requirements on two properties located approximately 360' southeast of the center of the intersection of Highway 12 East and Pat Station Road directly east of the La Quinta Inn in a C-2 and R-5 zoning district with the property #117-25-021.00
Date: February 27, 2019

The purpose of this report is to provide information regarding the variance request by TEP Starkville LLC for a front setback variance on two properties located approximately 360' southeast of the center of the intersection of Highway 12 East and Pat Station Road directly east of the La Quinta Inn in a C-2 and R-5 zoning district with the property #117-25-021.00. Please see attachments 1- 4.

PROPOSED USE & BACKGROUND:

TEP Starkville, LLC is in the process of developing a mixed use development on the site. The development consists of two parcels. Parcel 1 will be a multi-family development and parcel 2 will be a mixed use development with commercial and multi-family residential. In order to achieve the proposed site plan, a front setback variance from the proposed new road will be required. The requested variance on parcel 2 is to reduce the front setback requirement from 20' to 10'. The requested variance on parcel 1 is to reduce the front setback requirement from 25' to 10'. The applicant is requesting relief from Appendix A-Zoning, Article VII. - District Regulations, Section G. (3) and Section L (4). The applicant attended a Development Review Committee meeting on November 8, 2018. In addition to the request, the Applicant has been approved for a Preliminary Plat and Rezoning for the site by the Board of Aldermen. There is a pending Conditional Use request for mixed use (commercial/residential) on parcel 1 scheduled to be heard by the Board of Aldermen on February 5, 2019. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the February 5, 2019 meeting.

NOTIFICATION:

8 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 December 24, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone requesting information about the request.

VARIANCE REQUESTS FROM:

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)

Sec. G. - R-5 residential zoning regulations.

These [R-5 residential] districts are intended to be composed mainly of multifamily dwellings, although a wide range of dwelling types is also permitted. Mobile homes, mobile home parks, and mobile home subdivisions are also permitted under certain special conditions. Appropriate supporting facilities to accommodate higher density multifamily districts are permitted and the character of this residential district is protected by requiring certain yard and area standards to be met. [The following regulations apply to R-5 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, per unit: 1,800 square feet.*
 - b) Minimum lot width at building line:*

Single-family and multifamily dwelling of less than eight units: 50 feet.

Townhouse dwelling: 16 feet.

Multifamily dwelling of eight units or more: 100 feet.

- c) Minimum depth of front yard: 25 feet.*
- d) Minimum width of side yard: 5 feet.*
- e) Minimum depth of rear yard: 20 feet.*
- f) Maximum height of structure: 45 feet.*

Mobile homes on individual lots shall comply with the provisions of article VII, section E. Mobile home parks and mobile home subdivisions shall comply with provisions of article VII, section H.

- 4. Off-street parking requirements: See article VII of this ordinance for requirements for other uses.*
- 5. 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.*
- 6. 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 of no longer than twelve 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. 2007-5, § 1, 4-17-07; Ord. No. 2014-5, 9-16-14)

VARIANCE REQUEST REQUIREMENTS:

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

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

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
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Attachment 1
VA 19-02- Aerial



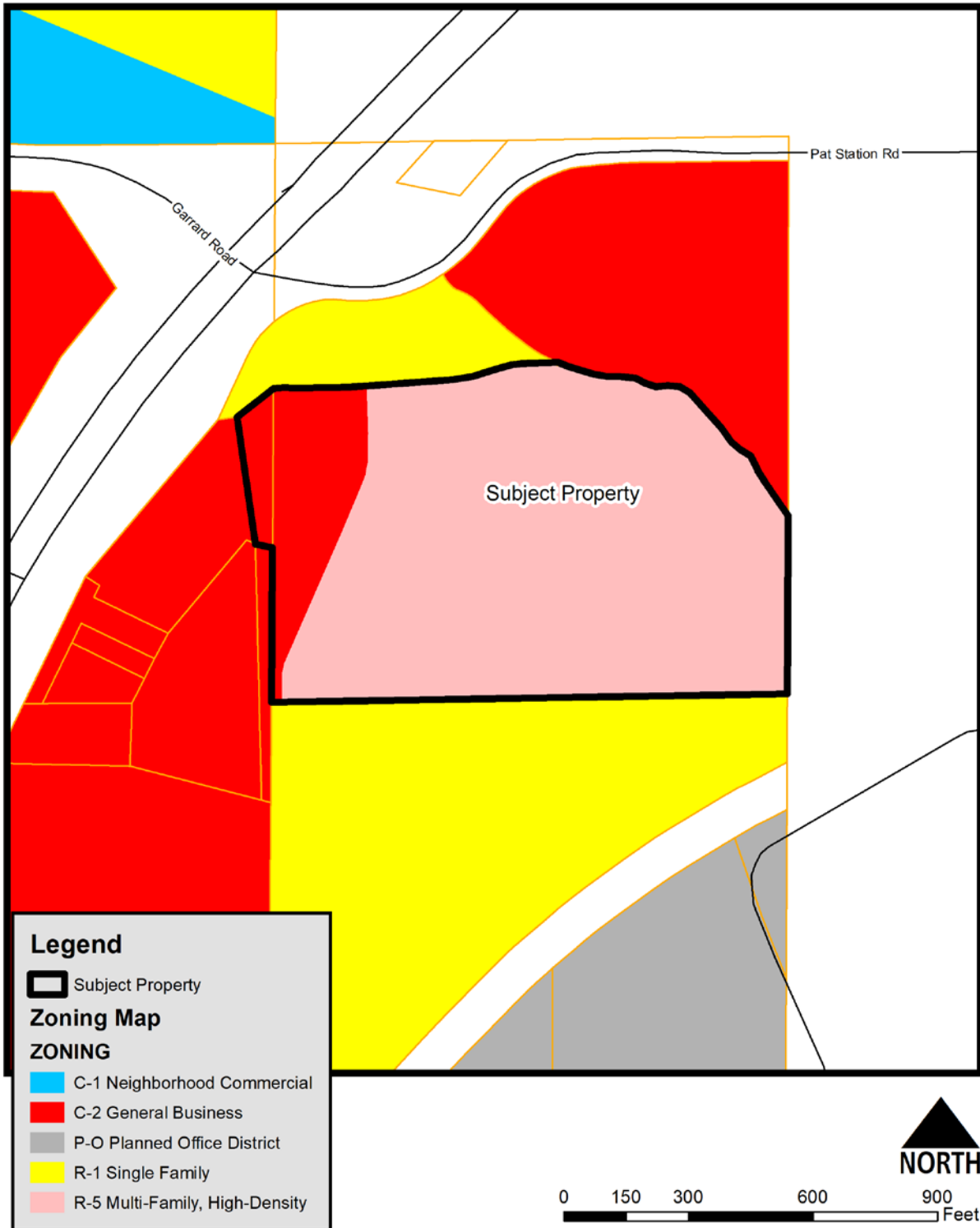
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 Subject Property

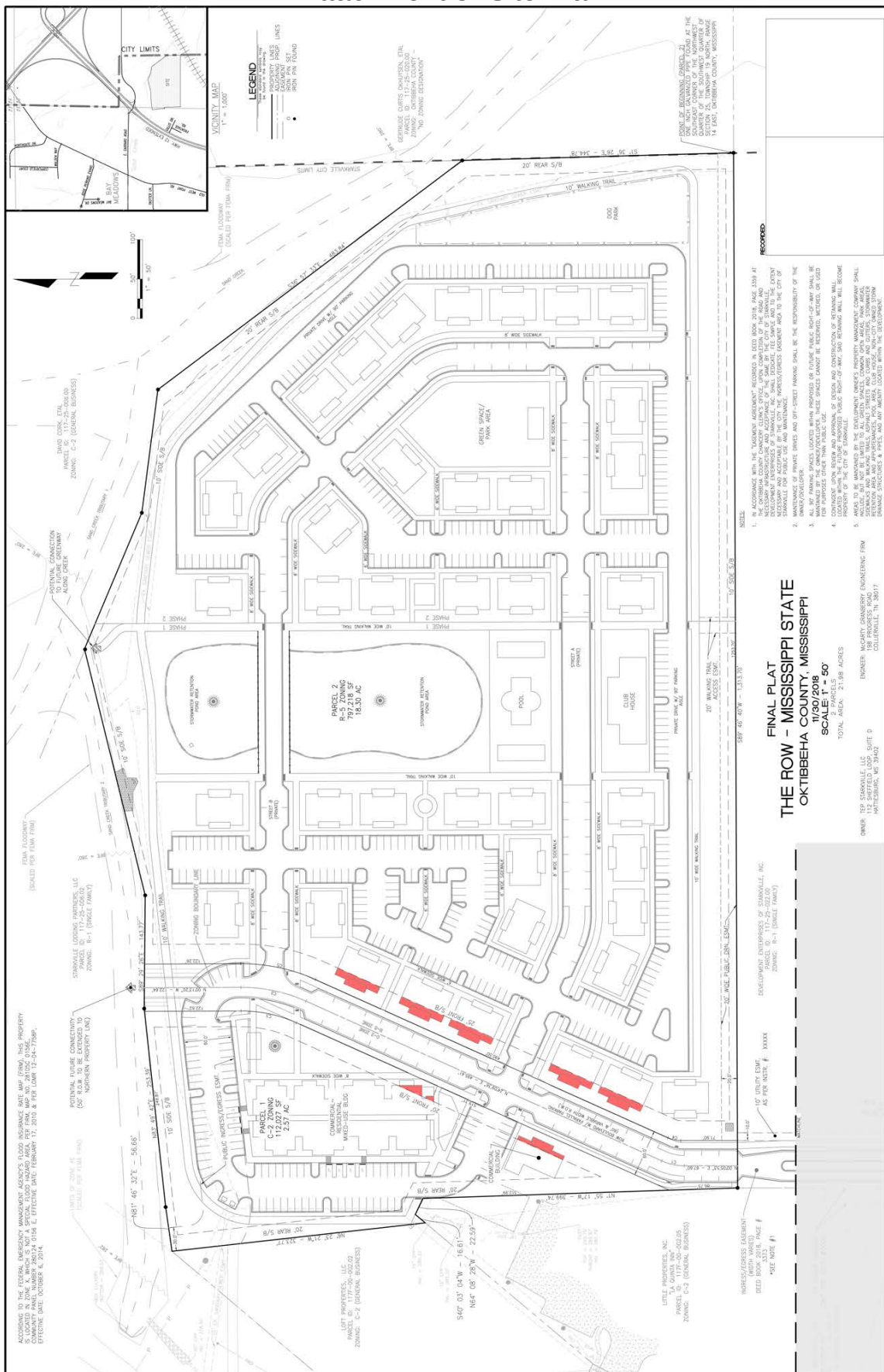
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Feet



Attachment 2
VA 19-02- Zoning



Attachment 3- Site Plan





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 5, 2019
PAGE: Page 1 of 7

SUBJECT:

Discussion and Consideration of VA 19-03 a request by Cynthia Hood on behalf of Lindsey Warner to allow for a sign within five feet of the property line located 303 Hospital Road in a C-1 zone with the parcel # 118J-00-042.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting relief from setback requirements from the right-of-way for monument signs. The applicant is currently in the process of renovating and expanding the existing dental office. As part of this, site plan approval was given by the Development Review Committee. Due to some existing site constraints, the applicant applied for and received a landscape waiver from the Board of Aldermen on June 5, 2018. The applicant is requesting a variance to locate a new monument style sign within the five-foot sign setback from the right-of-way.

On February 27, 2019, the Board of Adjustments and Appeals voted 5-0 to recommend approval of this request.

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 VA 19-03 a request by Cynthia Hood on behalf of Lindsey Warner to allow for a sign within five feet of the property line located 303 Hospital Road in a C-1 zone with the parcel # 118J-00-042.00



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 19-03 Request by Cynthia Hood on behalf of Lindsey Warner to allow for a sign within five feet of the property line located 303 Hospital Road in a C-1 zone with the parcel # 118J-00-042.00
Date: February 27, 2019

The purpose of this report is to provide information regarding the variance request by Cynthia Hood on behalf of Lindsey Warner to allow for a monument sign within five feet of the property line located 303 Hospital Road in a C-1 zone with the property number 118J-00-042.00. Please see attachments 1- 3.

PROPOSED USE & BACKGROUND:

The applicant is requesting relief from setback requirements from the right-of-way for monument signs. The applicant is currently in the process of renovating and expanding the existing dental office. As part of this, site plan approval was given by the Development Review Committee. Due to some existing site constraints, the applicant applied for and received a landscape waiver from the Board of Aldermen on June 5, 2018. The applicant is requesting a variance to locate a new monument style sign within the five-foot sign setback from the right-of-way. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the March 5, 2019 meeting.

NOTIFICATION:

15 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on January 21, 2019 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call inquiring about the request.

VARIANCE REQUESTS FROM:

Appendix A. Article IX Signage; Sec. D Sign requirements for zoning districts.

D. Buffer district (B-1) and commercial districts (C-1 and C-3):

- 1. Monument signs advertising the name of a business and services rendered by a business shall not exceed 80 square feet in area and shall be a minimum of five feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. Monument signs shall not exceed eight feet in height above the finished grade. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of 330 linear feet of frontage along a public roadway.*

2. *Wall signs are permitted in this zone and the aggregate square footage of all wall signs displayed upon an individual wall shall not exceed 50 percent of the total square footage of the individual wall, not to exceed 150 square feet, where the square footage of the wall is measured in its entirety without regard to the placement or number of windows and doors. If the primary structure is located more than 200 feet from the nearest adjacent public roadway, the square footage may be increased to 250 square feet.*
3. *Those signs hanging or projecting over the right-of-way shall be placed a minimum of eight feet above the finished grade, shall not present a danger to the public and shall not alter the walking path of the public.*
4. *Banners are allowed only by permit in the B-1, C-1 and C-3 zoning districts.*
5. *Awning, marquee and monument signs are permitted in these zoning districts.*
6. *The following signs are prohibited: Off-site outdoor advertising signs (billboards), roof signs, inflatable displays, flashing signs, pole signs, post signs, multi-tenant business signs electronic message board signs, non-seasonal decorative lighting, and portable signs.*

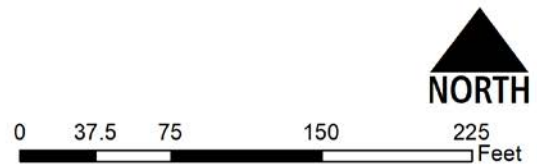
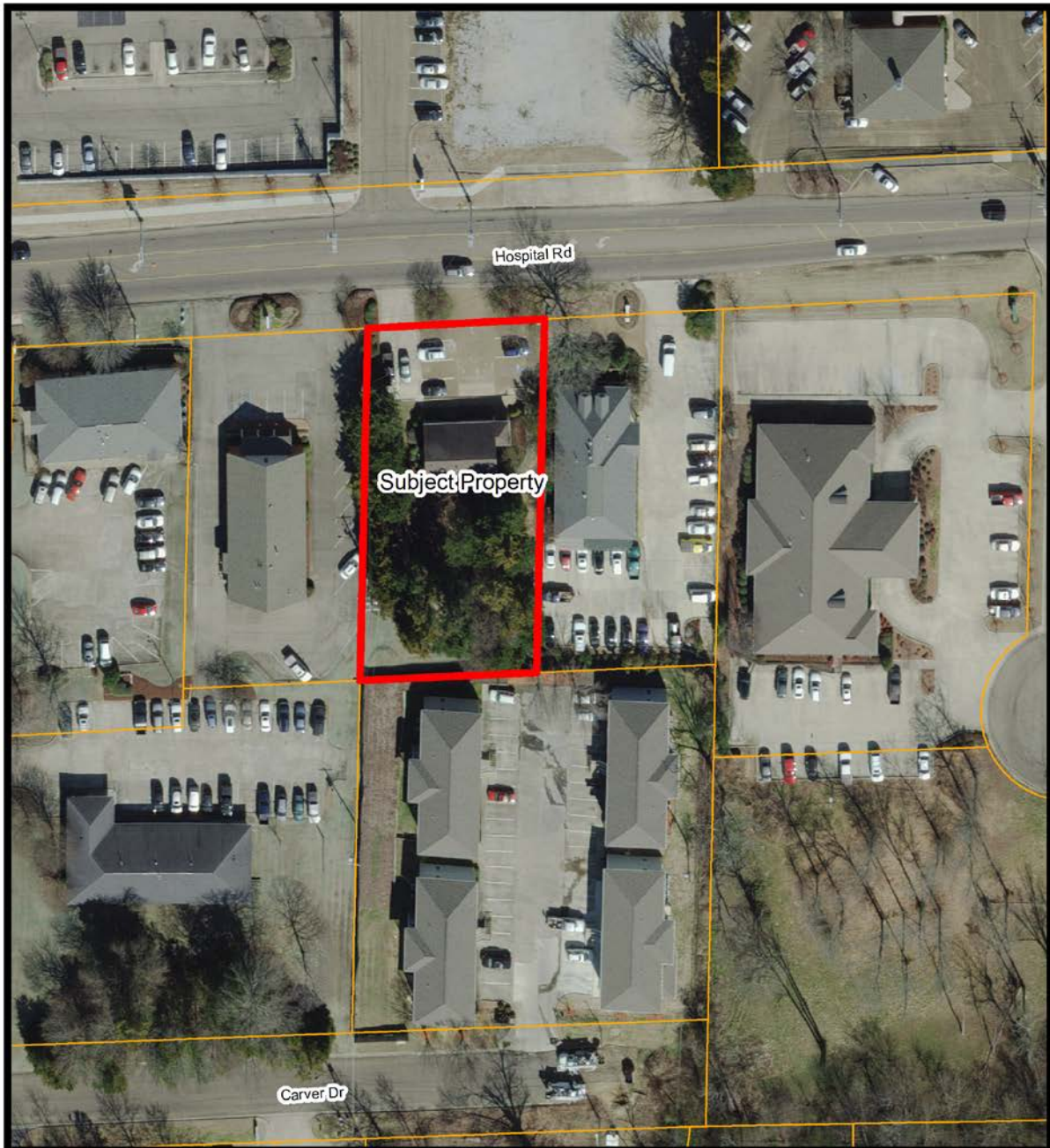
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Appendix A, Article VI, Section K outlines four conditions a Variance request needs to meet:

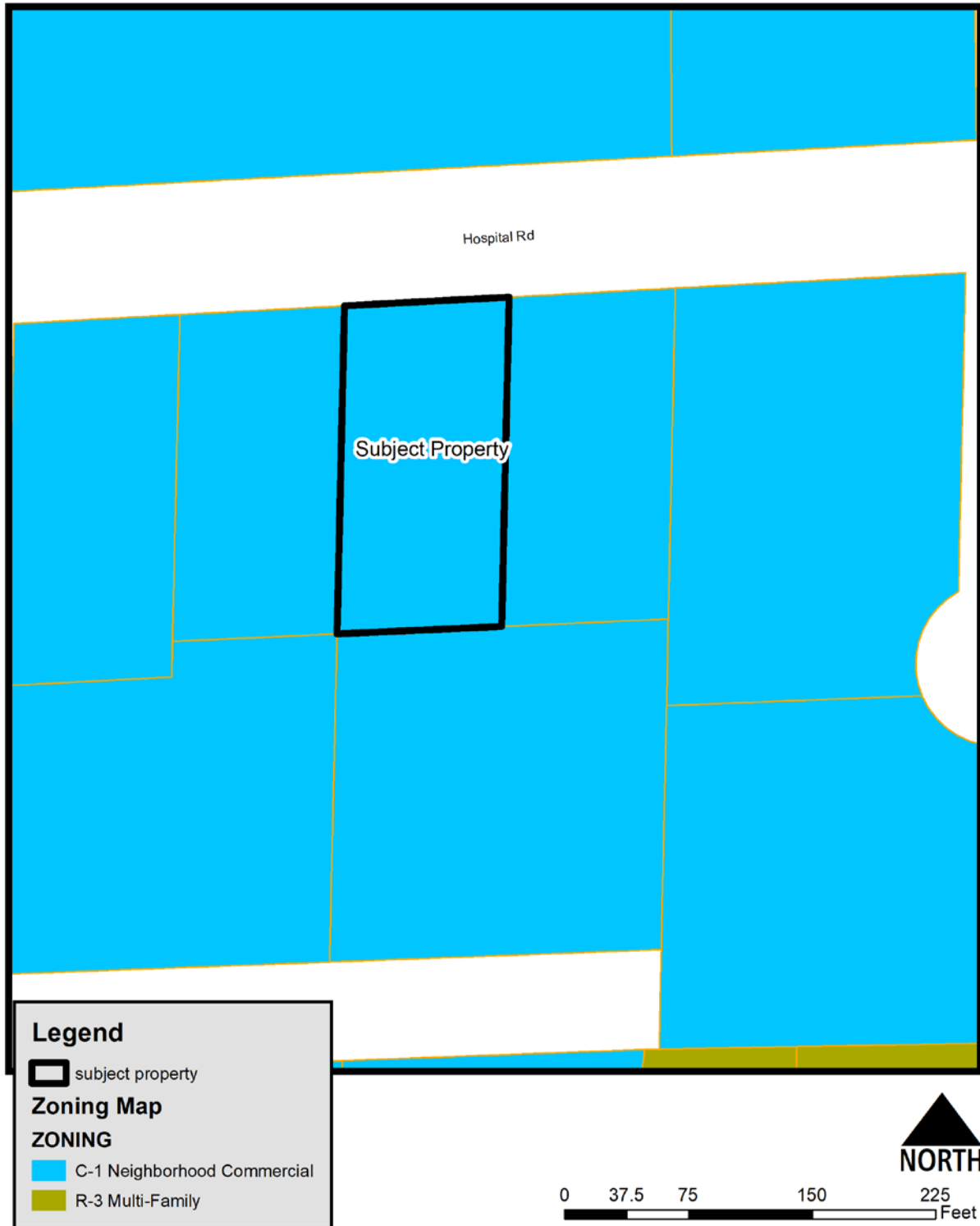
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Attachment 1
VA 19-03- Aerial



Attachment 2
VA 19-03- Zoning



Attachment 3- Applicant Statement and Supporting Documents

Justification for Variance request for:

Dr. Lindsey Warner
303 Hospital Road
Starkville, MS

1-14-2019

Dr. Warner would like to locate her sign in the 5' Landscape Setback at the front of her property. This is because her site and building were constructed in the 1970's, and the adjacent properties have been built since that time. There is very poor visibility of her clinic from the street approaches, and she has very little space for any sign. She says that patients have difficulty finding her, and they report that they almost have wrecks trying to drive while looking for her entry. (See attached drawing)

The ROW at her entry is 18' from the street curb, and an additional 5' landscape setback would place her sign at 23'+plus from the curb, where it will be very difficult to see. The commercial lots in close vicinity to her property have signs at 8', 11' and 13' from the curb.

LINDSEY WARNER, D.M.D.
303 HOSPITAL ROAD
Starkville, MS

HOSPITAL ROAD

OVERHEAD PC

18' R.O.W.

5' Landscape Setback

New 5' Sidewalk

Existing CRAPMYRTLE TO REMAIN 12'-15' hgt

2' setback from street

Line of Sight Triangle

10 Indian Hawthorn

1 Shumard Oak

14 Indian Hawthorn

5 Dwarf Loropetalum

1 Shumard Oak

HC Space

HC Access

NEW Entry Pavilion

1/12 slope

5' x 5' level

3 Japanese Box and 3 Loropetalum

Jap Box - 3' hgt Loropetalum - 4' hgt

OF MIXED LARGE SHRUBS: HOLLY, LIGUSTRUM, P

EXISTING HEAVY HET

ALONG PROPE

Liriope groundcover, to remain

5 Abella

Existing CONCRETE PARKING

7 SPACES to be renovated

9 x 18 Landscape Area not required --- see Note #2

Existing CONCRETE PARKING

to be renovated and used for new drive

PAVED PARKING

Y, TYPES OF BURFORD, INE G.C.

3 Existing CRAPMYRTLES (ff property)

R.O.W.

10 Indian Hawthorn

1 Shumard Oak

14 Indian Hawthorn

5 Dwarf Loropetalum

1 Shumard Oak

HC Space

HC Access

NEW Entry Pavilion

1/12 slope

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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 5, 2019
PAGE: Page 1 of 20

SUBJECT:

Discussion and Consideration of VA 19-04 a request by Neil Couvillion for a variance from front setback requirements for a proposed single family home in a R-5 zone located at 105 Gillespie St. with the parcel # 102A-00-196.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting relief from front setback requirements for a proposed single-family dwelling. The applicant is requesting a setback 13.9 ft. in lieu of the required 25 ft. setback for R-5 zoning districts. The applicants are in the process of designing a new traditional style single-family home on an existing small lot. They would like to place the driveway and parking along the side and rear of the house. To do this, they will need relief from the front setback requirement.

On February 27, 2019, the Board of Adjustments and Appeals voted 5-0 to recommend approval of this request.

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 VA 19-04 a request by Neil Couvillion for a variance from front setback requirements for a proposed single family home in a R-5 zone located at 105 Gillespie St. with the parcel # 102A-00-196.00



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 19-03 Request by Neil Couvillion for a variance from front setback requirements for a proposed single family home in a R-5 zone located at 105 Gillespie St. with the parcel # 102A-00-196.0
Date: February 27, 2019

The purpose of this report is to provide information regarding a variance request by Neil Couvillion on behalf of Ryan and Kerbie Looney for a variance from front setback requirements for a proposed single-family home in a R-5 zone located at 105 Gillespie St. with the parcel # 102A-00-196.0. Please see attachments 1- 3.

PROPOSED USE & BACKGROUND:

The applicant is requesting relief from front setback requirements for a proposed single-family dwelling. The applicant is requesting a setback ~~10 ft.~~ 13.9 ft. in lieu of the required 25 ft. setback for R-5 zoning districts. The applicants are in the process of designing a new traditional style single-family home on an existing small lot. They would like to place the driveway and parking along the side and rear of the house. To do this, they will need relief from the front setback requirement. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the March 5, 2019 meeting.

NOTIFICATION:

29 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on January 24, 2019 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received two phone calls inquiring about the request.

VARIANCE REQUESTS FROM:

Sec. G. - R-5 residential zoning regulations.

These [R-5 residential] districts are intended to be composed mainly of multifamily dwellings, although a wide range of dwelling types is also permitted. Mobile homes, mobile home parks, and mobile home subdivisions are also permitted under certain special conditions. Appropriate supporting facilities to accommodate higher density multifamily districts are permitted and the character of this residential district is protected by requiring certain yard and area standards to be met. [The following regulations apply to R-5 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, per unit: 1,800 square feet.
- b. Minimum lot width at building line:
Single-family and multifamily dwelling of less than eight units: 50 feet.
Townhouse dwelling: 16 feet.
Multifamily dwelling of eight units or more: 100 feet.
- c. Minimum depth of front yard: 25 feet.
- d. Minimum width of side yard: 5 feet.
- e. Minimum depth of rear yard: 20 feet.
- f. Maximum height of structure: 45 feet.

Mobile homes on individual lots shall comply with the provisions of article VII, section E. Mobile home parks and mobile home subdivisions shall comply with provisions of article VII, section H.

- 4. Off-street parking requirements: See article VII of this ordinance for requirements for other uses.
- 5. 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.
- 6. 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 of no longer than twelve 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. 2007-5, § 1, 4-17-07; Ord. No. 2014-5, 9-16-14)

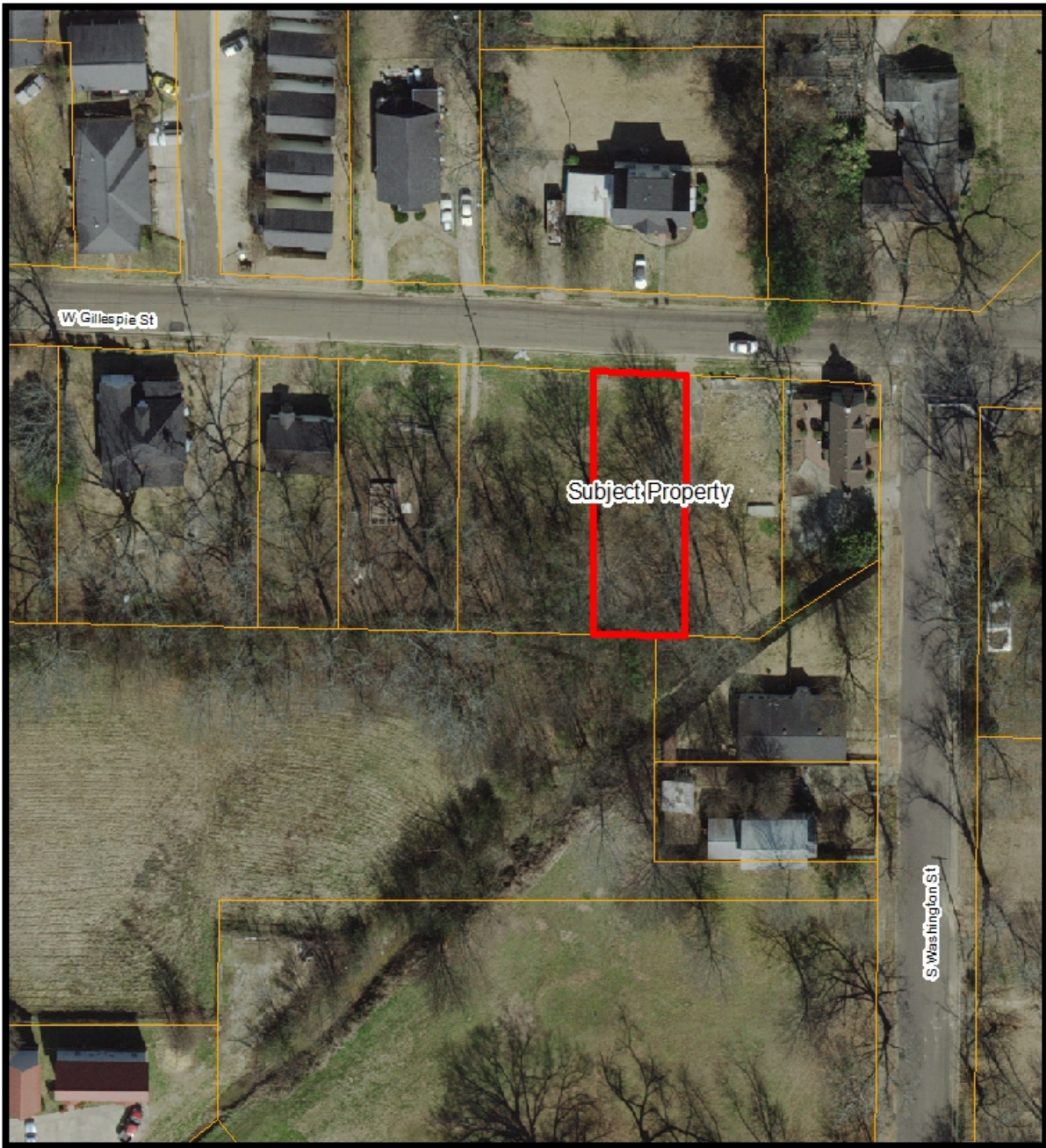
VARIANCE REQUEST REQUIREMENTS:

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

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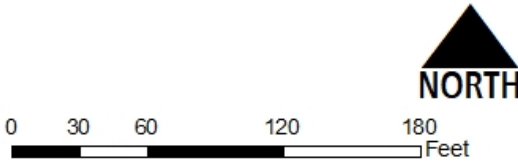
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VA 19-04- Aerial

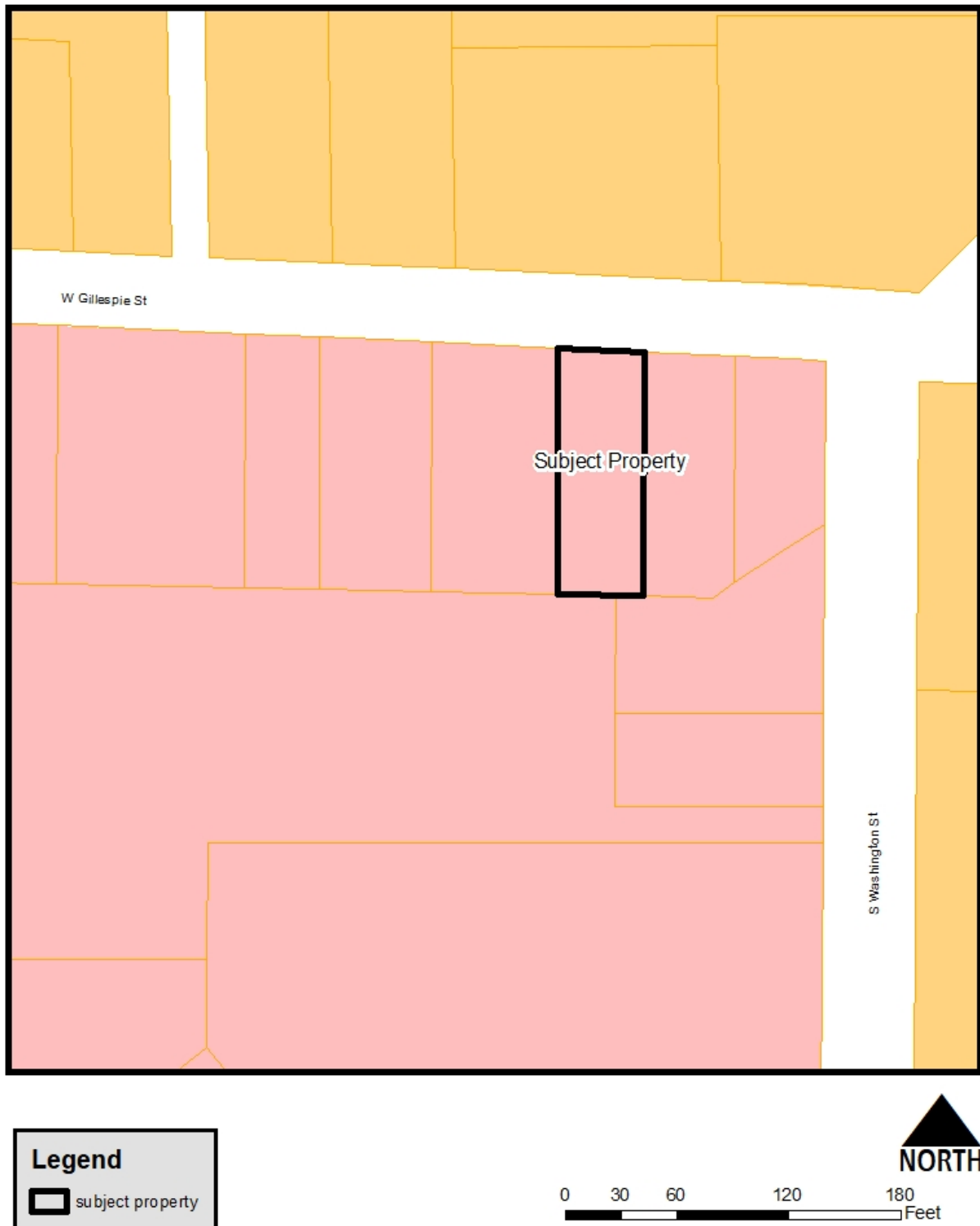


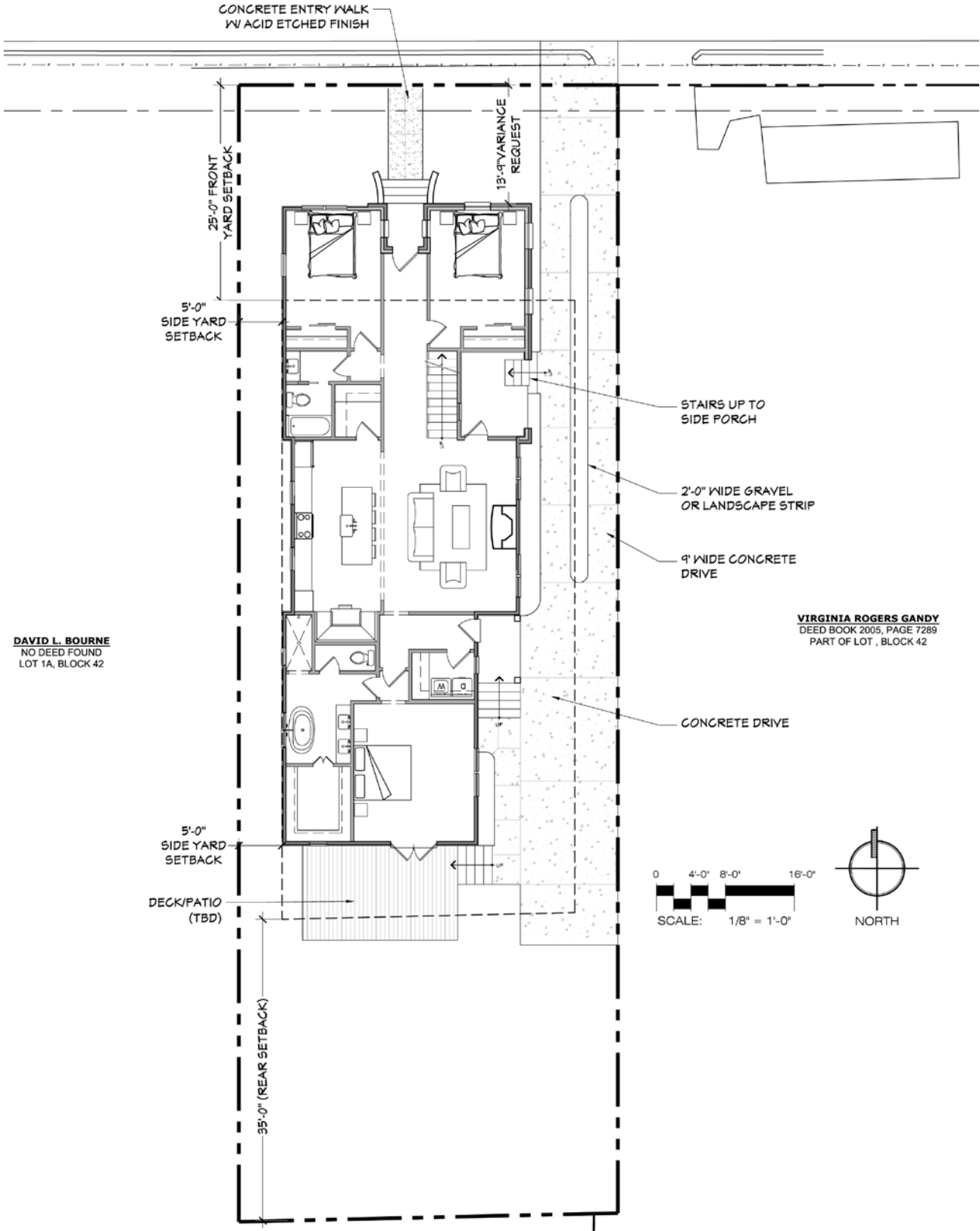
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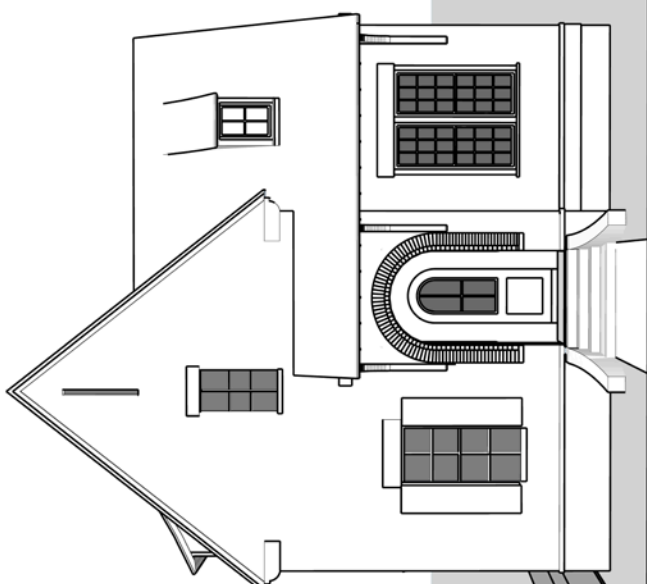
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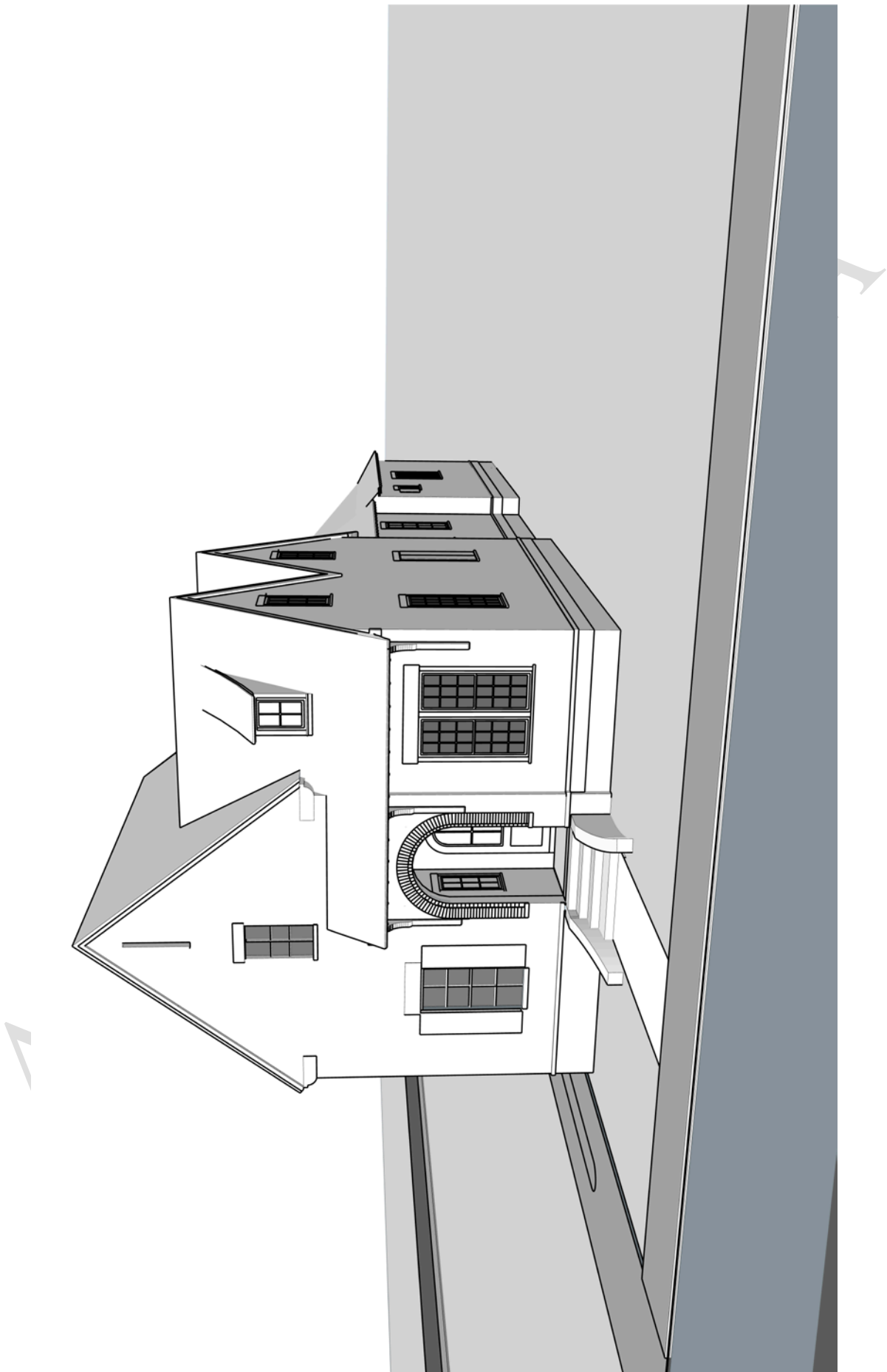


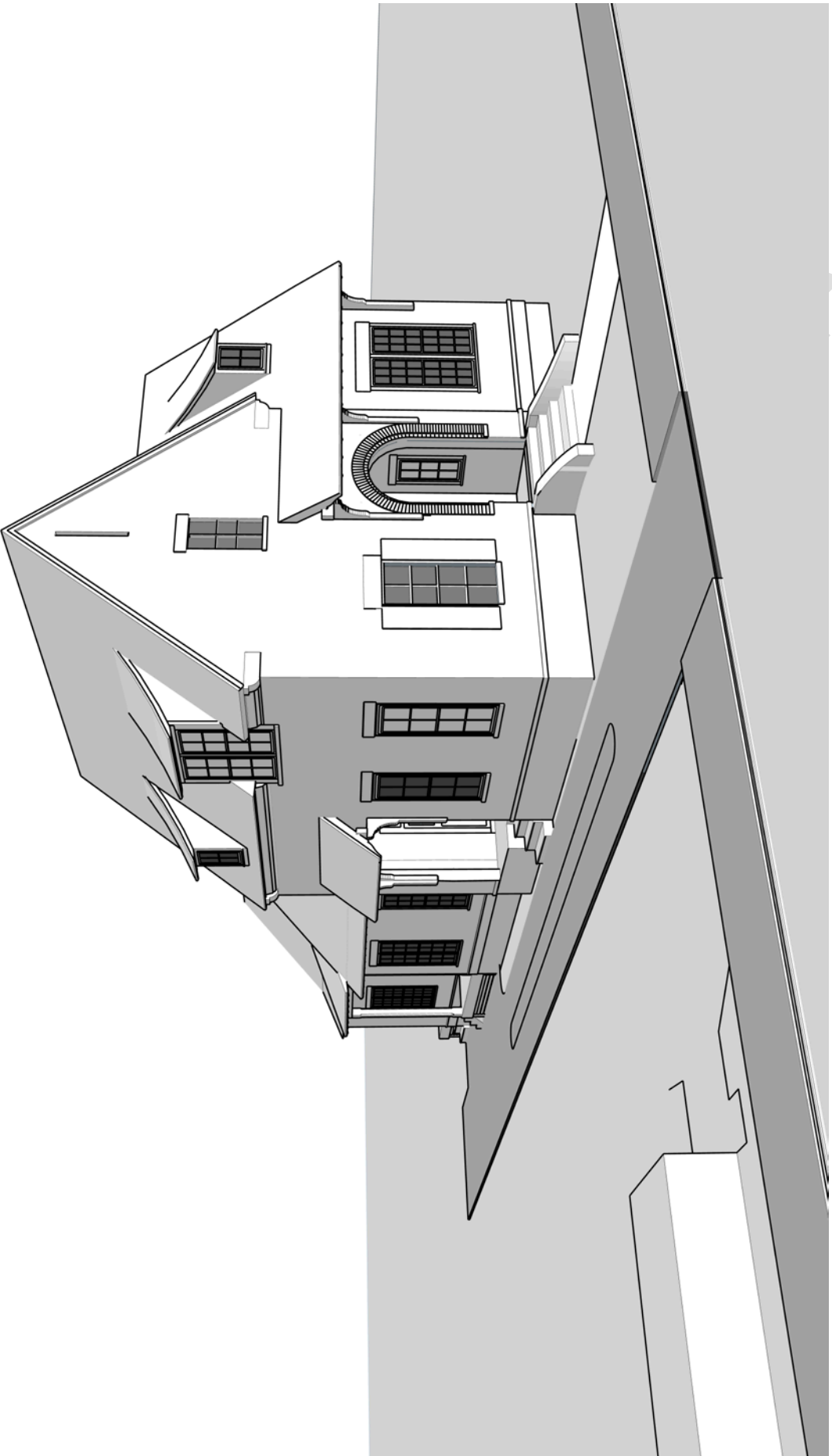
Attachment 2
VA 19-04- Zoning

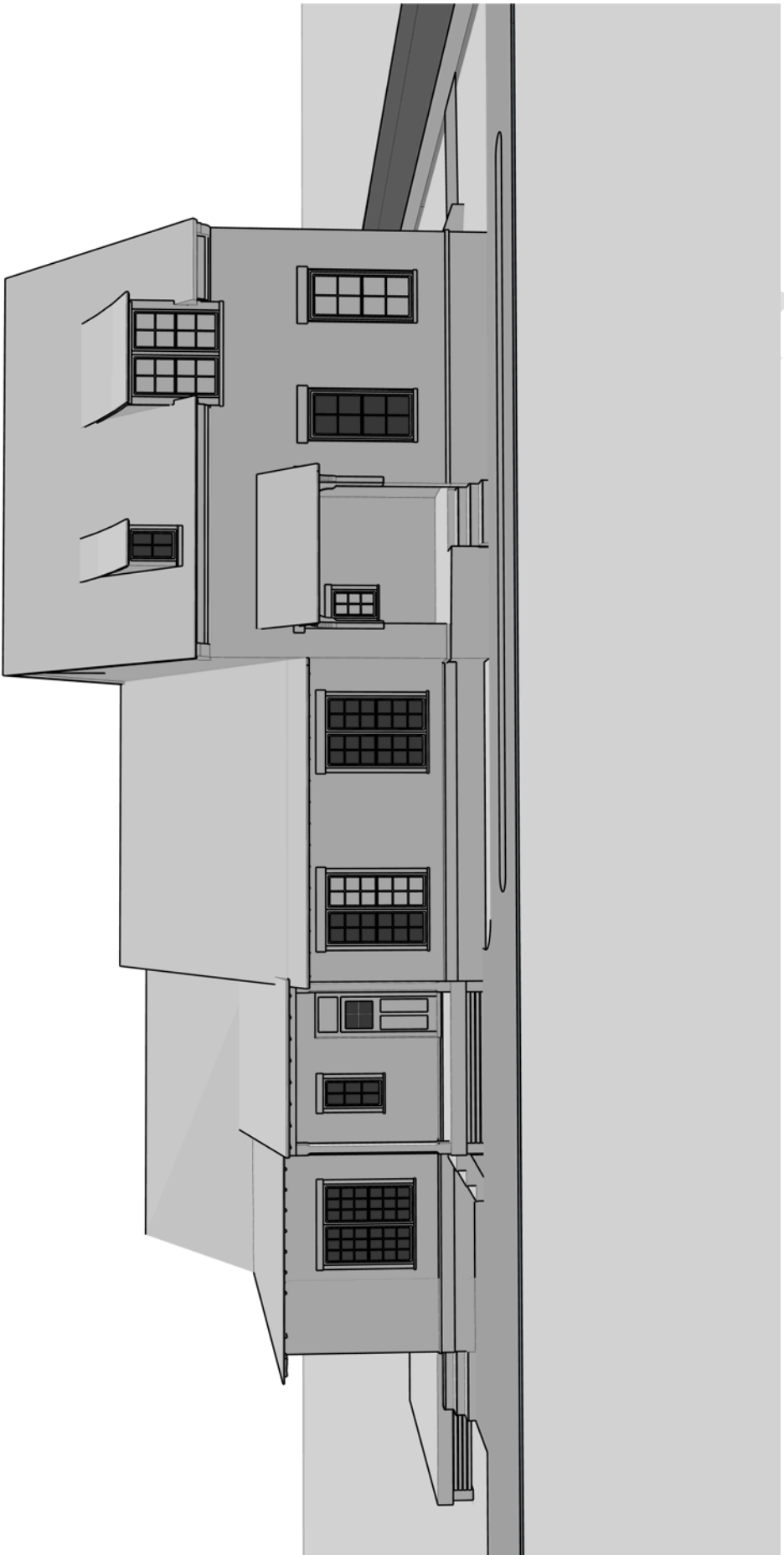


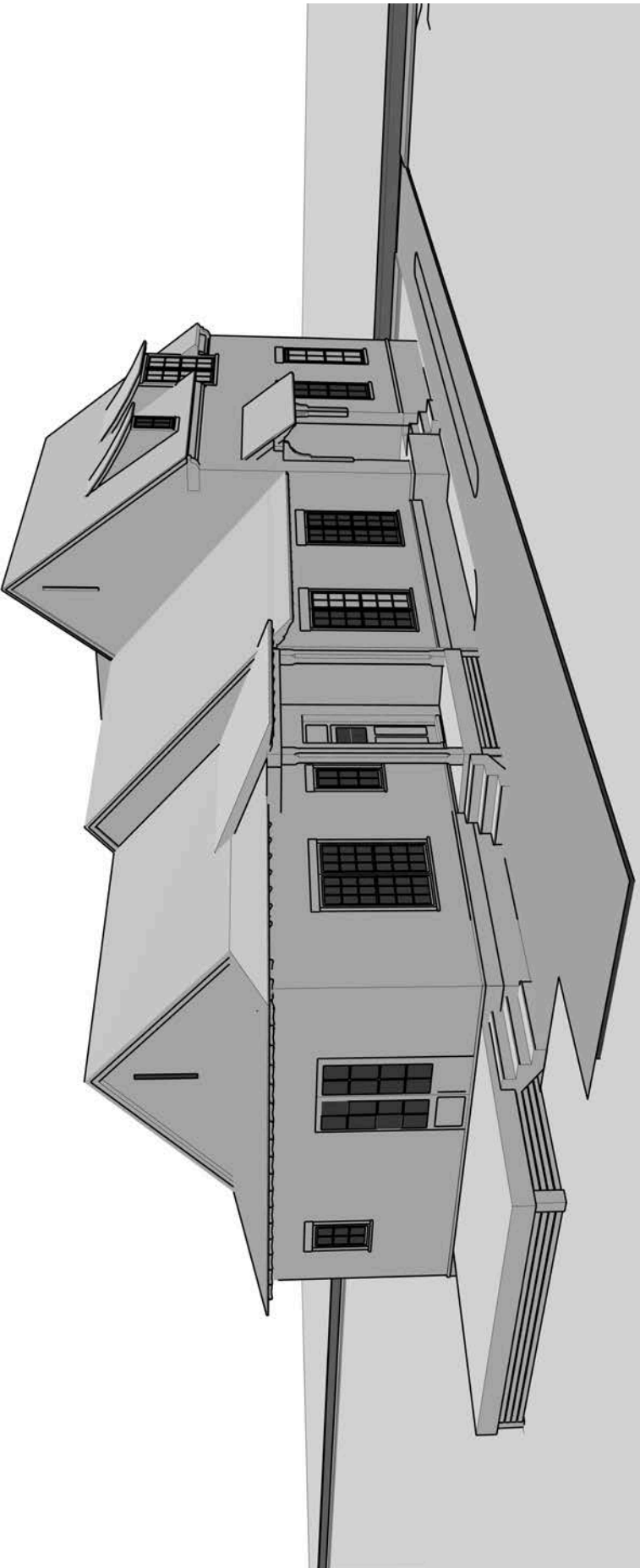


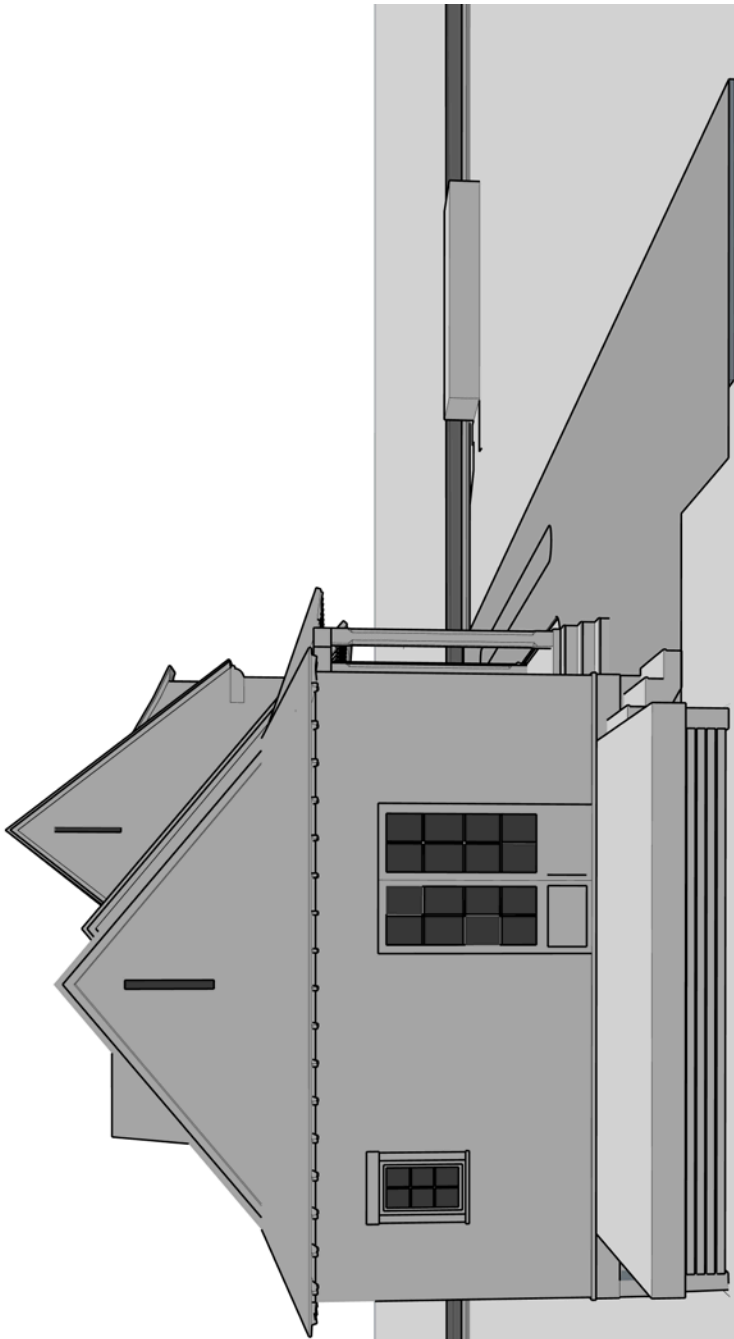


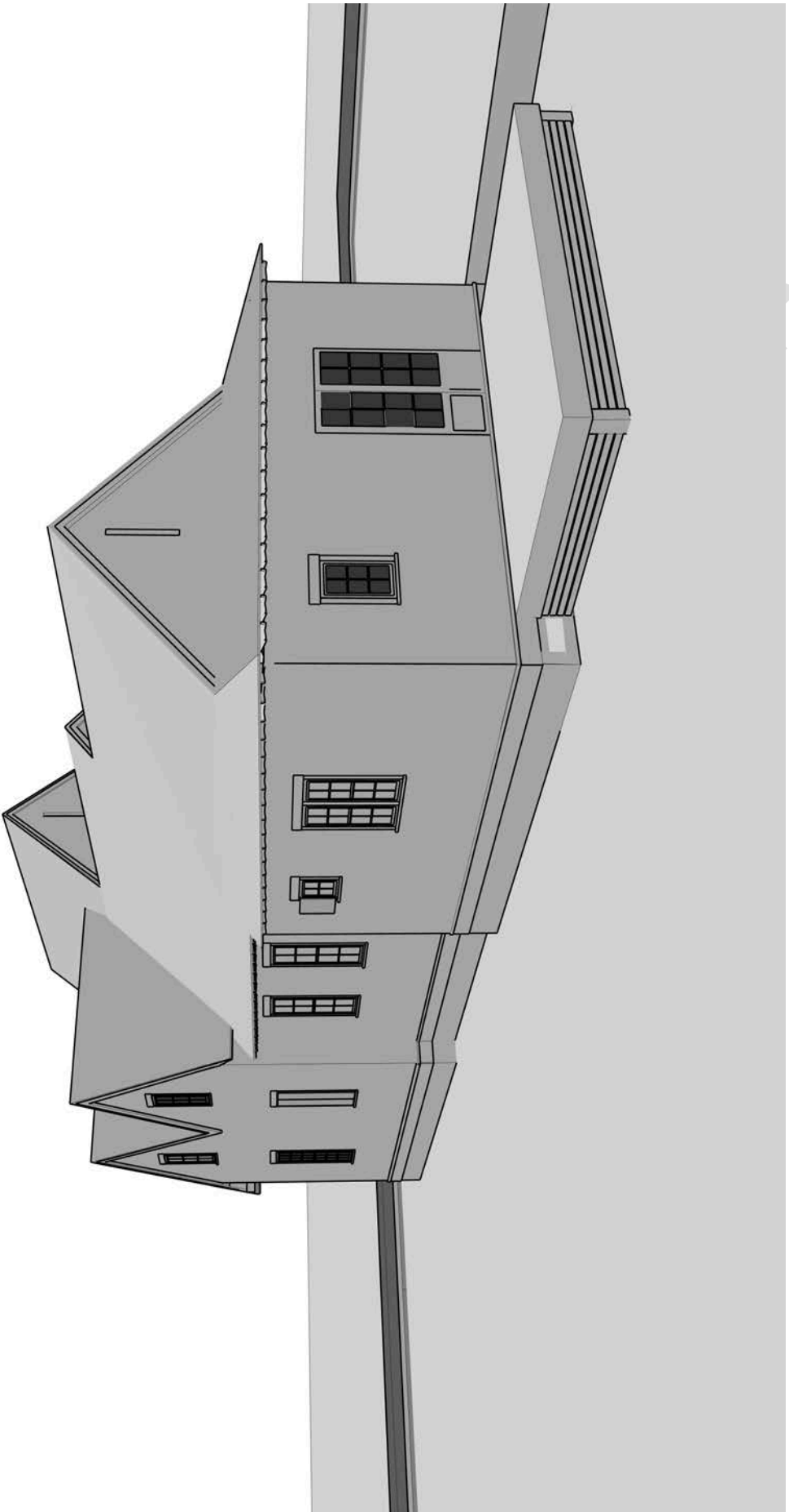


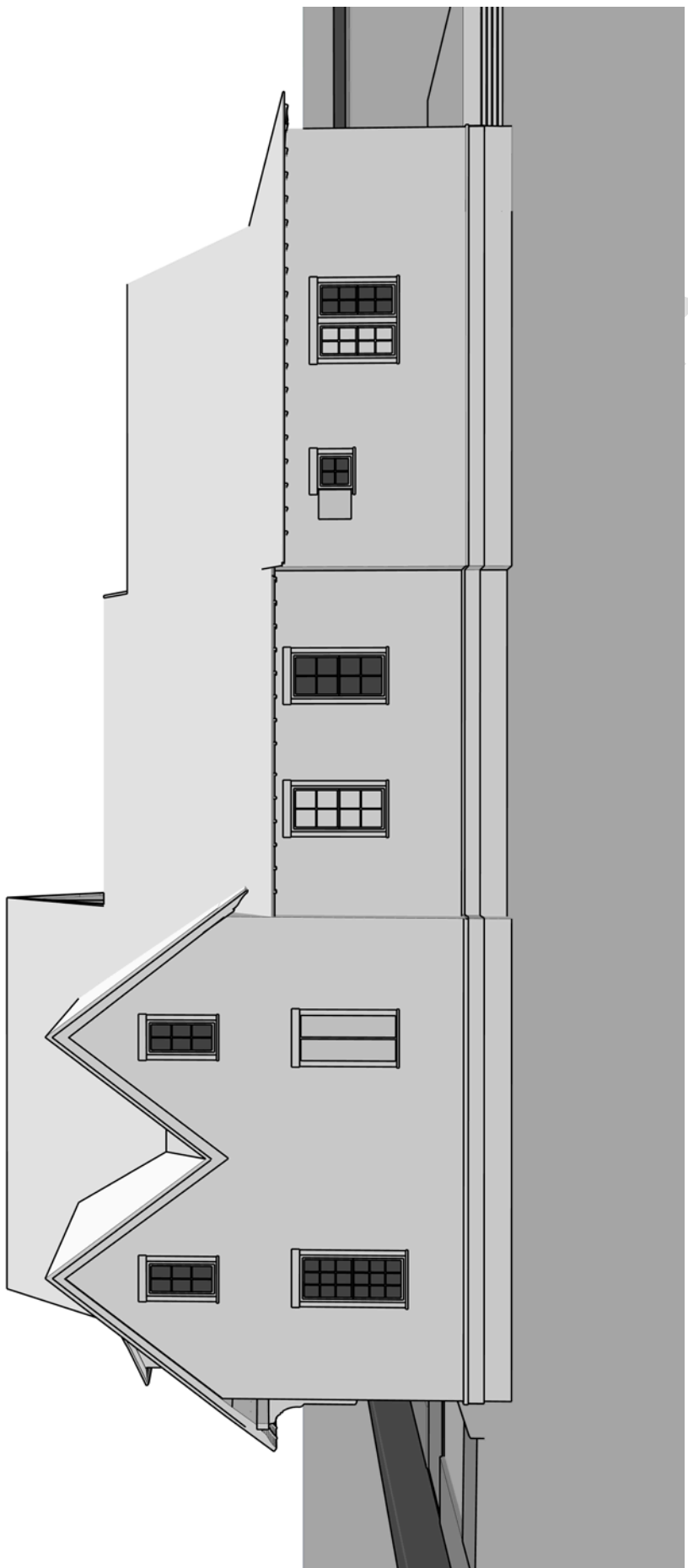


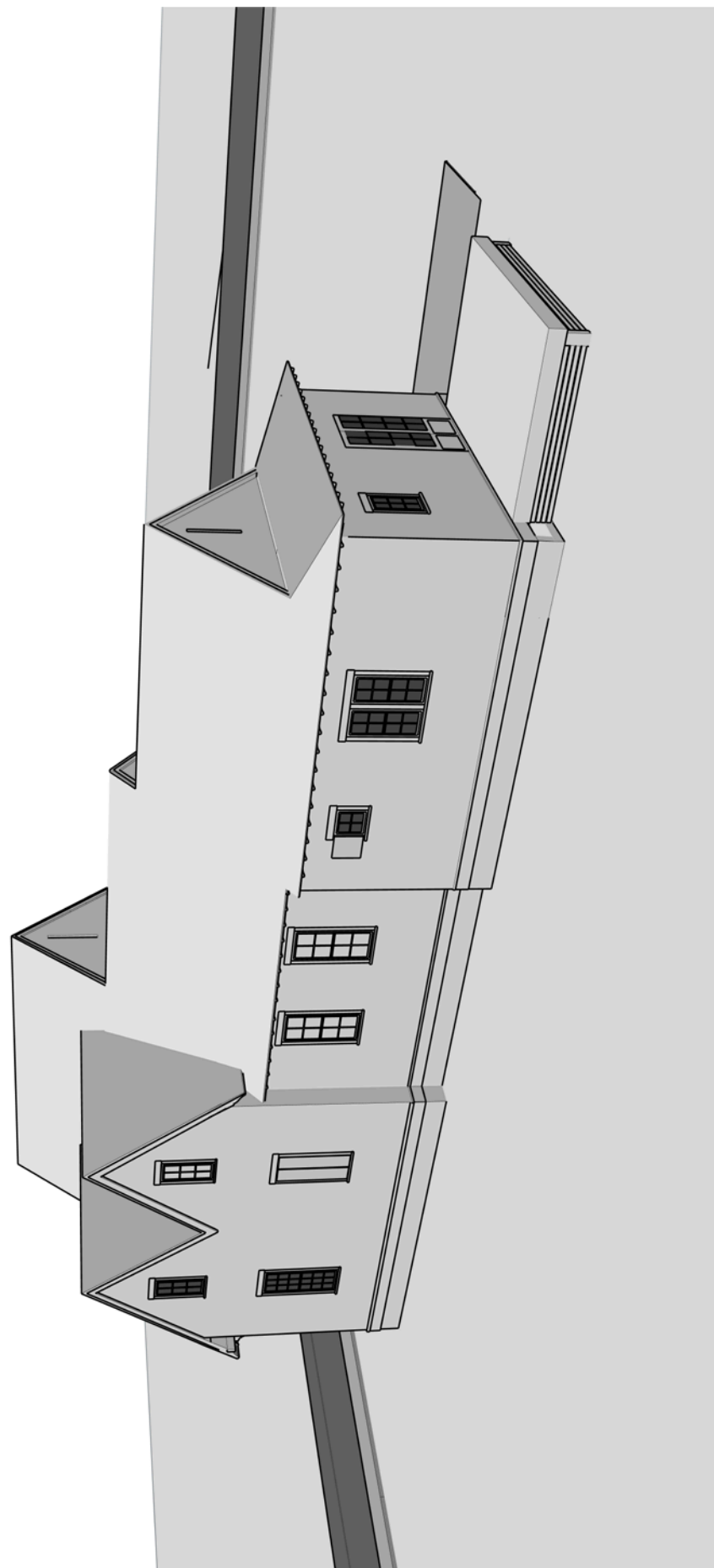


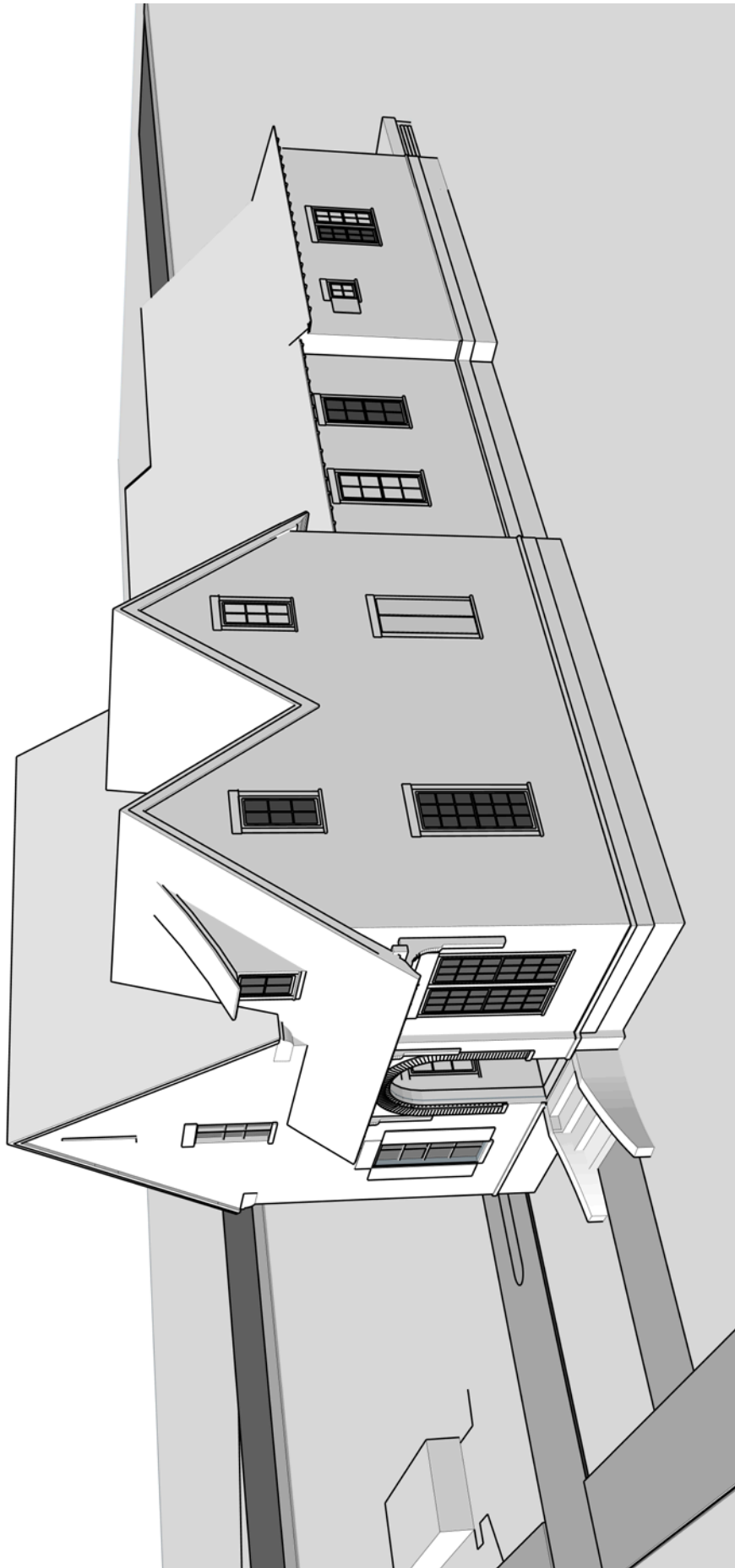


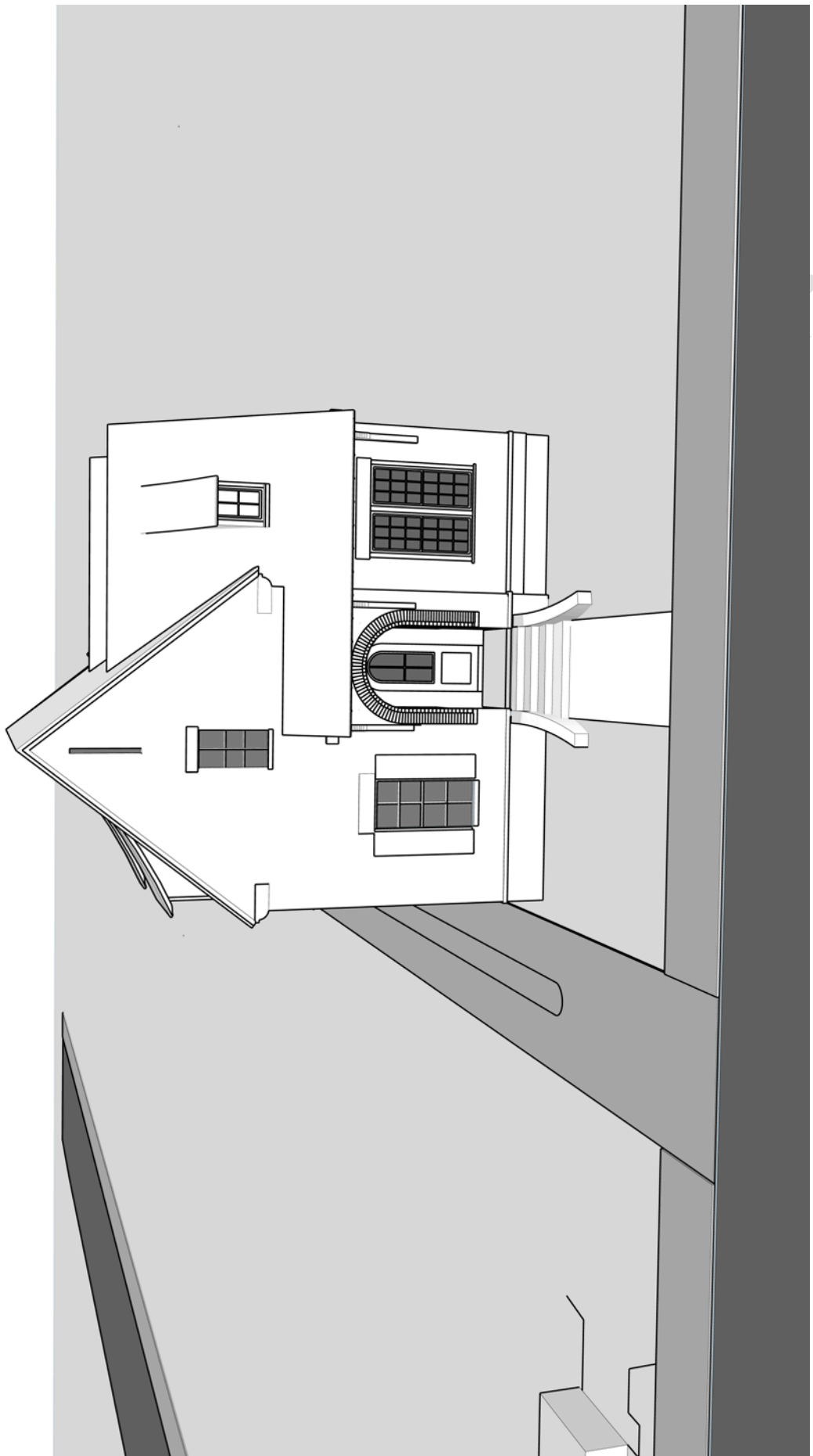


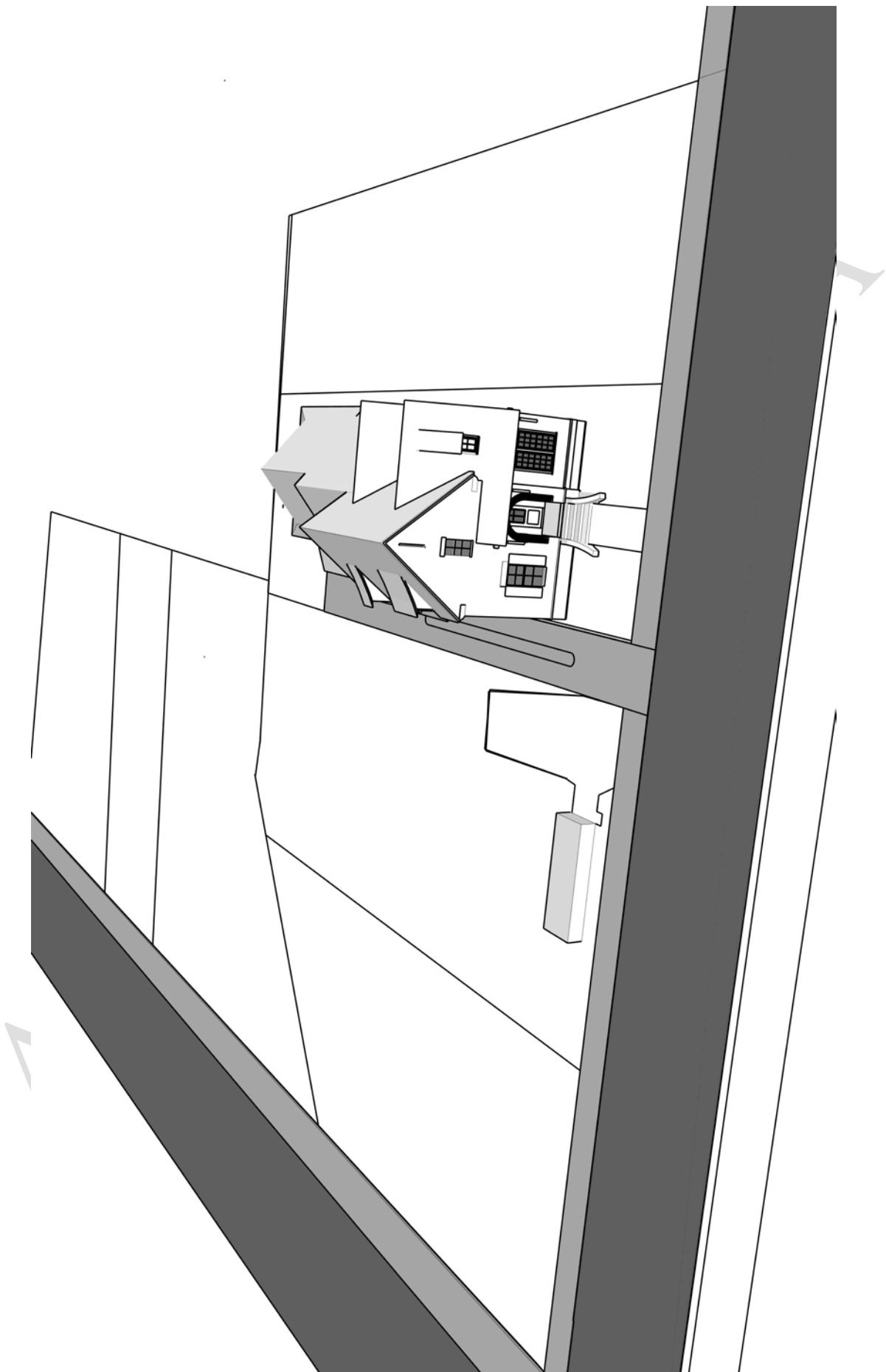


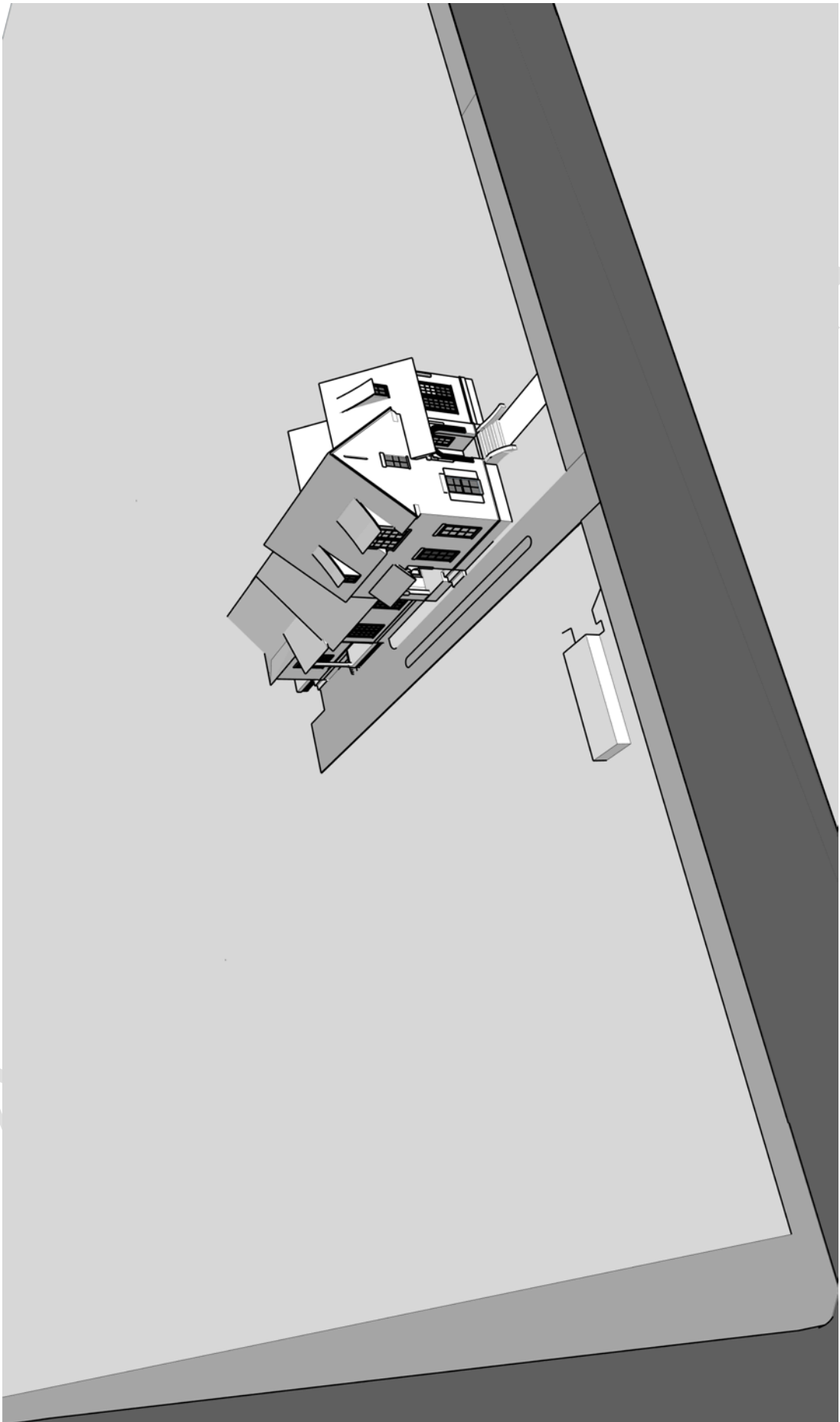














**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: March 5, 2019
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of VA 19-05 a request by Balton Sign Co. for Variance relief from wall sign signage size requirements for a business located at 1301 Stark Road in a C-2 with the parcel #103H-00-016.07

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant has recently remodeled the existing business. As part of the remodel, new signage is being proposed. The applicant is requesting to use wall signage that has a total square footage of 239 square feet. The maximum allowed within a C-2 zoning district is 150 square feet. The applicant is requesting relief from 150 square foot requirement for wall signs.

On February 27, 2019, the Board of Adjustments and Appeals voted 5-0 to recommend approval of this request.

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 VA 19-05 a request by Balton Sign Co. for Variance relief from wall sign signage size requirements for a business located at 1301 Stark Road in a C-2 with the parcel #103H-00-016.07.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 19-05 Request by Balton Sign Co. for Variance relief from wall sign signage size requirements for a business located at 1301 Stark Road in a C-2 with the parcel #103H-00-016.07
Date: February 27, 2019

The purpose of this report is to provide information regarding the variance request by Balton Sign Co. on behalf of Joe Dunlap for relief from wall sign size requirements for a business located at 1301 Stark Road in a C-2 zoning district with the parcel # 103H-00-016.07. Please see attachments 1- 3.

PROPOSED USE & BACKGROUND:

The applicant has recently remodeled the existing business. As part of the remodel, new signage is being proposed. The applicant is requesting to use wall signage that has a total square footage of 239 square feet. The maximum allowed within a C-2 zoning district is 150 square feet. The applicant is requesting relief from 150 square foot requirement for wall signs. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the March 5, 2019 meeting.

NOTIFICATION:

10 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News January 31, 2019 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls about this request.

VARIANCE REQUESTS FROM:

Appendix A- Zoning, Article IX.- Signage, Sec. D.- Sign requirements for zoning districts.

C. Commercial district (C-2) and manufacturing district (M-1). The following signs are permitted in the C-2 and M-1 zoning districts of the City of Starkville under the following conditions:

2. Wall signs.

a) Wall signs are permitted and the aggregate square footage of all wall signs displayed upon an individual wall shall not exceed 50 percent of the total square footage of the individual wall, not to exceed 150 square feet, where the square footage of the wall is measured in its entirety without regard to the placement or number of windows and doors. If the primary structure is located more than

200 feet from the nearest adjacent public roadway, the square footage may be increased to 250 square feet.

- b) Those signs hanging or projecting over the right-of-way shall be placed a minimum of eight feet above the finished grade, shall not present a danger to and shall not alter the walking path of the public.*

(Ord. No. 2015-3, 2011-2, § 4, 4-5-11)

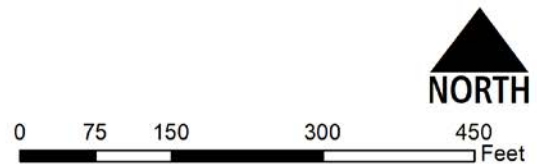
VARIANCE REQUEST REQUIREMENTS:

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

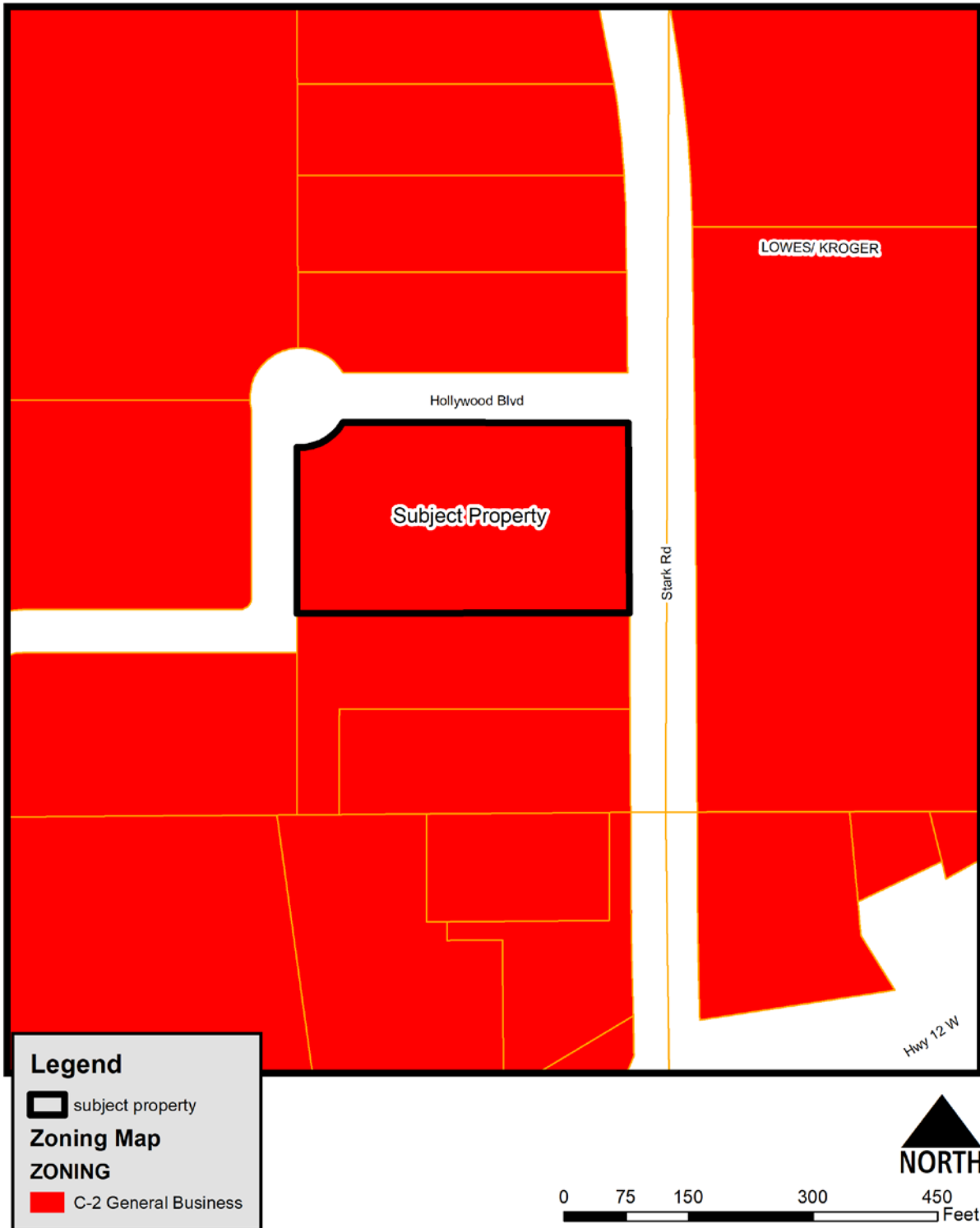
To authorize an appeal in specific cases such variance from the terms of this ordinance [may be issued] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the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

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

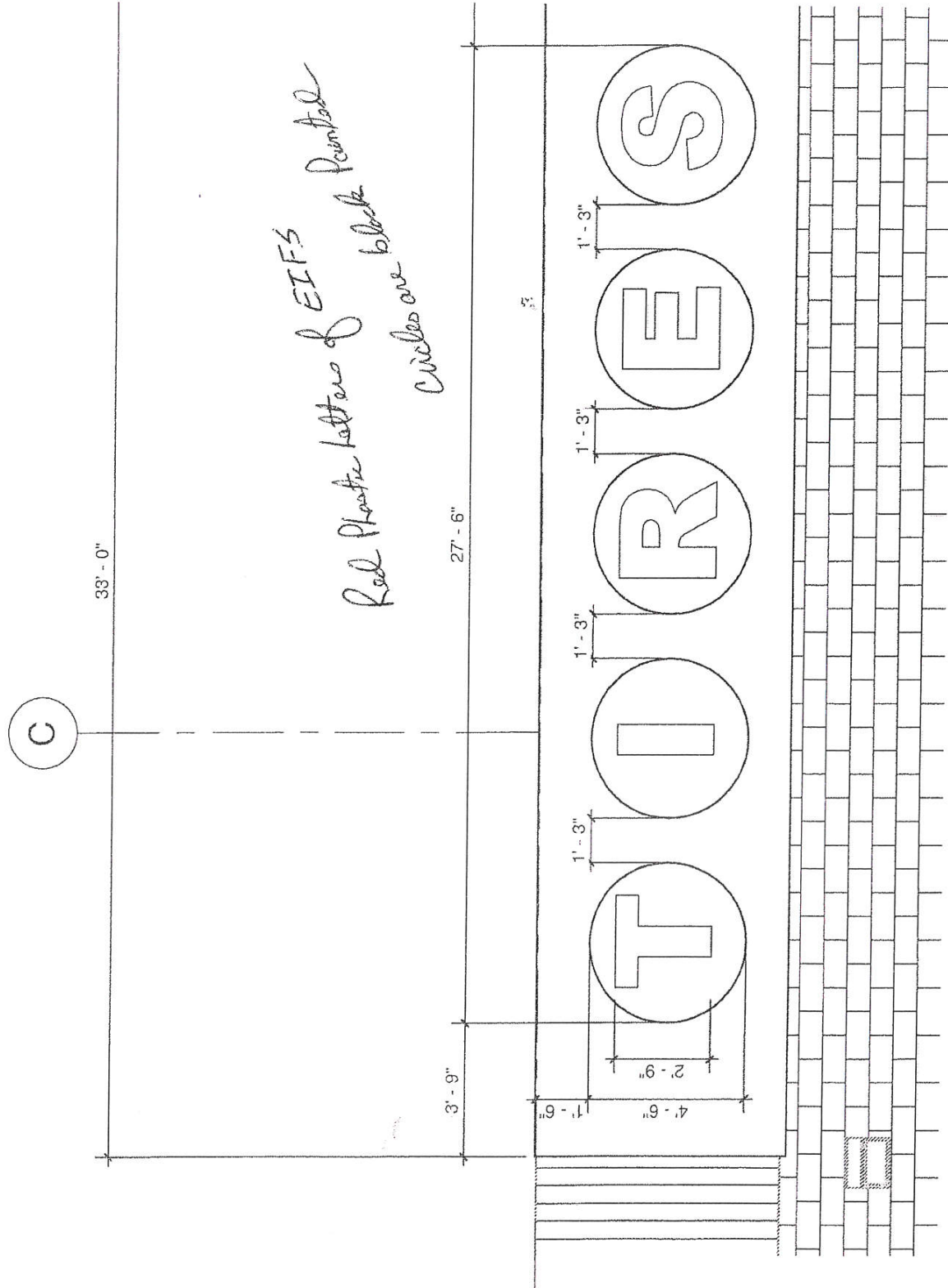
Attachment 1
VA 19-05 Aerial



Attachment 2
VA 19-05 Zoning

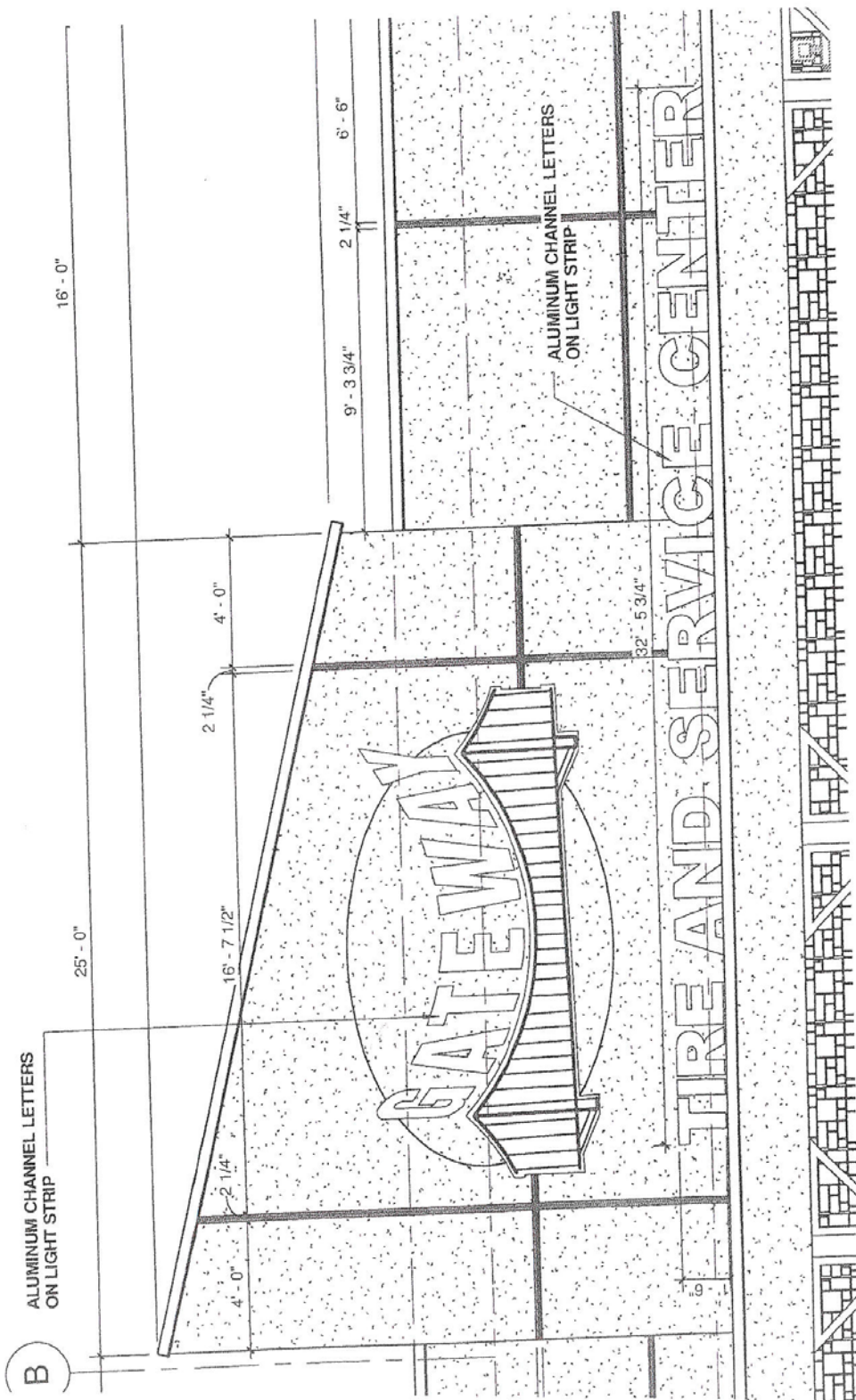


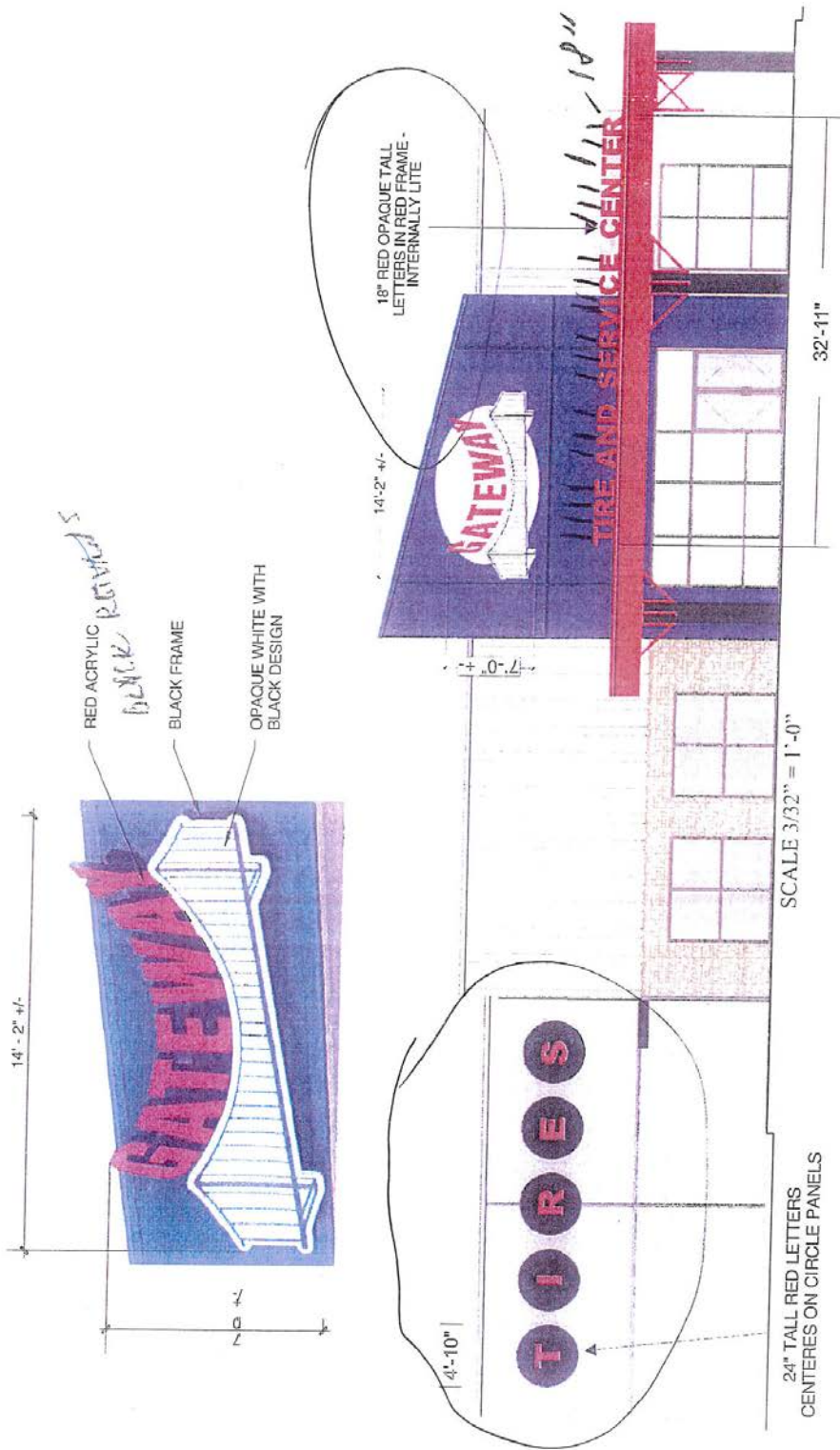
Attachment 3- Application



1 ENLARGED SIGNAGE

1/4" = 1'-0"





THIS DESIGN IS PROTECTED BY THE COPYRIGHT LAWS OF THE UNITED STATES

Sketch Date: 10/1/2011 **Drawn By:** kim

Scale: AS NOTED

File Name: GATEWAY TIRES CLARKSVILLE (09061)

Account Representative: Bruce Litman

Primary contact to the sign company: Primary contact to the sign company

Scale: 3/32" = 1'-0"

Created For: GATEWAY TIRES

Address: 3055 SOUTHWALL ST MEMPHIS, TN 38114

Client Approval: [Signature]

Landlord Approval: [Signature]

Signature Date: [Signature]

Celebrating 50 Years

H.A. Balton

Sign Company & Lighting Services

3055 SOUTHWALL ST MEMPHIS, TN 38114
 PH: (901) 452-7371 FAX: (901) 458-2637
 www.habaltosigns.com

Account Representative: Bruce Litman

Please note: This is an original design and contains the copyright laws of the United States. It is not to be duplicated or reproduced in any manner without written permission. Primary contact to the sign company.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 03/05/2019
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2018 – 2019 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending February 27, 2019 is \$1,484,625.84
Of which the claims amount for Starkville Utilities is \$772,824.51

**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 February 27, 2019 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 02/21/2019 - 02/27/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-000-053-206	240.06
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	001-000-054-205	24.00
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141-9748/POSTAGE REFILL	001-000-053-206	4.10
FUELMAN / FLEETCOR	NP55418177	02/21/2019	FUEL REPORT 02/11/19-02/17/19	001-000-053-206	1,026.20
FUELMAN / FLEETCOR	NP55418177	02/21/2019	FUEL REPORT 02/11/19-02/17/19	001-000-054-205	592.17
FUELMAN / FLEETCOR	NP55448262	02/27/2019	FUEL REPORT 02/18/19-02/24/19	001-000-053-206	1,726.65
FUELMAN / FLEETCOR	NP55448262	02/27/2019	FUEL REPORT 02/18/19-02/24/19	001-000-054-205	683.74
Outstanding Total:					4,326.92
Paid					
CORY SHIERS	1328597-219	02/22/2019	RESTITUTION FROM DANIEL PRESTON/DKT#1328597	001-000-149-691	200.00
JON ERIC PARKER	1341932	02/22/2019	CASE RETIRED AFTER POSTING CASH BOND/DKT 13	001-000-149-691	673.00
Paid Total:					873.00
Department 000 - UNDESIGNATED Total:					5,199.92
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	240.06
Outstanding Total:					240.06
Department 100 - BOARD OF ALDERMEN Total:					240.06
Department: 110 - MUNICIPAL COURT					
Outstanding					
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
CANON FINANCIAL SERVICES, INC	19769364	02/25/2019	QLA19783	001-110-604-330	195.93
CANON FINANCIAL SERVICES, INC	19769366	02/25/2019	SKA12799	001-110-604-330	122.98
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141-9748/POSTAGE REFILL	001-110-604-330	380.80
Outstanding Total:					739.72
Department 110 - MUNICIPAL COURT Total:					739.72
Department: 120 - MAYORS OFFICE					
Outstanding					
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-120-604-330	170.72
RETAIL STRATEGIES, LLC	248-4	02/26/2019	PROFESSIONAL CONSULTING -ANNUAL FEE	001-120-600-300	15,000.00
CANON FINANCIAL SERVICES, INC	19769363	02/25/2019	JME15733	001-120-604-330	63.75

Expense Approval Report

Post Dates: 02/21/2019 - 02/27/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MML	29205	02/25/2019	MML YOUTH LEADERSHIP SUMMIT REGISTRATIONS	001-120-600-340	200.00
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141-9748/POSTAGE REFILL	001-120-604-330	3.00

Outstanding Total: 15,437.47

Department 120 - MAYORS OFFICE Total: 15,437.47

Department: 123 - IT

Outstanding

DELL MARKETING L.P.	10274696570	02/21/2019	DELL DISPLAY PORT TO VGA	001-123-918-805	83.96
ACTIVE SOLUTIONS, LLC	23104	02/27/2019	IT CAMERAS	001-123-918-805	1,153.00
DELL MARKETING L.P.	10291060455	02/21/2019	UNIVERSAL DOCK	001-123-918-805	162.79
HOWARD INDUSTRIES	19-00843403	02/21/2019	MINI PC	001-123-918-805	1,800.00
EQUINOX CORPORATION	69856	02/27/2019	MARCH 2019 SERVICES	001-123-604-330	1,391.96
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	815.30
CANON FINANCIAL SERVICES, INC	19769368	02/25/2019	XUW04732	001-123-604-330	113.78
GARNER COMPUTER SERVICE	03.01.19	02/25/2019	MARCH MONTHLY MAINTENANCE	001-123-600-300	500.00
CIVICPLUS	183079	02/25/2019	WEBHOSTING & MEDIA STORAGE	001-123-600-300	6,580.24

Outstanding Total: 12,601.03

Department 123 - IT Total: 12,601.03

Department: 142 - CITY CLERKS OFFICE

Outstanding

OKT COUNTY	INV0028658	02/26/2019	PROPERTY TAX COLLECTIONS CONTRACT-FY2018-2019	001-142-600-338	50,000.00
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Outstanding Total: 50,000.00

Department 142 - CITY CLERKS OFFICE Total: 50,000.00

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01
CANON FINANCIAL SERVICES, INC	19769366	02/25/2019	SKA12799	001-145-604-330	122.98
CANON FINANCIAL SERVICES, INC	19769369	02/25/2019	XUG04616	001-145-604-330	461.29
SULLIVAN'S OFFICE SUPPLY, INC.	42726	02/26/2019	THERMAL RECEIPT PAPER	001-145-501-200	9.75
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141-9748/POSTAGE REFILL	001-145-604-330	286.70

Outstanding Total: 920.73

Paid

TOWNEPLACE SUITES OXFORD/MARRIOTT	88156881	02/22/2019	SPRING '19 CMC HOTEL/MARY IVY	001-145-610-350	315.00
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Paid Total: 315.00

Department 145 - OTHER ADMINISTRATIVE Total: 1,235.73

Department: 169 - LEGAL

Outstanding

STEPHANIE MALLETTE, ATTORNEY AT LA	INV0028662	02/26/2019	VS LEEVESTER ELLIS	001-169-600-309	200.00
STEPHANIE MALLETTE, ATTORNEY AT LA	INV0028663	02/26/2019	VS LEEVESTER ELLIS (6/29/17)	001-169-600-309	200.00
STEPHANIE MALLETTE, ATTORNEY AT LA	INV0028664	02/26/2019	VS LEEVESTER ELLIS (09/12/17)	001-169-600-309	200.00
STEPHANIE MALLETTE, ATTORNEY AT LA	INV0028665	02/26/2019	VS LEEVESTER ELLIS (10.24.17)	001-169-600-309	200.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	368268	02/25/2019	LITIGATED MATTERS	001-169-600-312	1,652.00

Expense Approval Report

Post Dates: 02/21/2019 - 02/27/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	INV0028657	02/25/2019	GENERAL MATTERS	001-169-600-302	10,673.29
CHARLES BRUCE BROWN, ATTORNEY	INV0028642	02/25/2019	VS JAMARCUS MCCARTER	001-169-600-309	200.00
MARK G. WILLIAMSON, ATTORNEY AT LAW	INV0028651	02/25/2019	VS ERIC JOHNSON	001-169-600-309	200.00
MARK G. WILLIAMSON, ATTORNEY AT LAW	INV0028652	02/25/2019	VS MARCUS PERKINS	001-169-600-309	200.00
MARTY HAUG	INV0028653	02/25/2019	VS SHAQUINA ANDERSON	001-169-600-309	200.00
MARTY HAUG	INV0028654	02/25/2019	VS VERMEKA KENNEDY	001-169-600-309	200.00
Outstanding Total:					14,125.29
Department 169 - LEGAL Total:					14,125.29

Department: 180 - HUMAN RESOURCES

Outstanding

CLINIC AT ELM LAKE, THE	23276	02/25/2019	WYMAN BEDLOW TESTING	001-180-600-320	80.00
CLINIC AT ELM LAKE, THE	23277	02/25/2019	SHALAMARK SIMPSON TESTING	001-180-600-320	30.00
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	47.48
CANON FINANCIAL SERVICES, INC	19769368	02/25/2019	XUW04732	001-180-604-330	113.77
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141- 9748/POSTAGE REFILL	001-180-604-330	4.30
Outstanding Total:					275.55
Department 180 - HUMAN RESOURCES Total:					275.55

Department: 190 - CITY PLANNER

Outstanding

HOWARD INDUSTRIES	18-00836344	02/27/2019	INK CARTRIDGES FOR EPSON	001-190-501-200	69.99
CADENCE VISA	PKLJJ-55A93-0M7B	02/25/2019	FREIGHT CHARGES ON VARIANCE/ZONING SIGNS	001-190-600-326	24.99
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	480.61
CANON FINANCIAL SERVICES, INC	19769363	02/25/2019	JME15733	001-190-604-330	63.75
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2251292228018	001-190-620-370	238.86
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	001-190-525-231	6.00
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141- 9748/POSTAGE REFILL	001-190-604-330	257.40
ERIK BUSBY	INV0028666	02/27/2019	CONTRACT LABOR 2/14/19- 2/27/19	001-190-600-300	700.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	1027022019	02/25/2019	MONTHLY BILLING FOR FEB. 2019/E911 ADDRESSING	001-190-600-300	1,804.09
Outstanding Total:					3,645.69
Department 190 - CITY PLANNER Total:					3,645.69

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

CINTAS	215390779	02/21/2019	CITY HALL 01.08.19	001-192-510-220	11.22
NORTHEAST EXTERMINATING	341807	02/25/2019	CITY HALL 01.18.19	001-192-600-338	45.00
CINTAS	215400647	02/21/2019	CITY HALL 02.12.19	001-192-510-220	11.22
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2251292228018	001-192-620-370	2,634.36
ATMOS ENERGY	INV0028646	02/25/2019	# 4012591687/CITY HALL	001-192-625-380	990.52
PETTY CASH VOUCHERS	INV0028660	02/26/2019	INSTALL KNOX BOX, REPAIR BATHROOM, GRAPHITE	001-192-630-403	40.52
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141- 9748/POSTAGE REFILL	001-192-600-338	5.00
CINTAS	4016907605	02/25/2019	CITY HALL	001-192-510-220	224.79

Expense Approval Report

Post Dates: 02/21/2019 - 02/27/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LOWE'S	901712	02/25/2019	PAINT & SUPPLIES TO REPAIR RESTROOM	001-192-630-403	47.22
PETTY CASH VOUCHERS	INV0028661	02/26/2019	DOLLAR GENERAL -TRASH BAGS	001-192-510-220	13.11
STARKVILLE UTILITIES	INV0028669	02/27/2019	UTILITY BILLS BY DEPT	001-192-625-380	34.43
JAN-PRO OF MS	441527	02/25/2019	MARCH 2019 JANITORIAL SVCS-CITY HALL	001-192-600-338	1,619.00

Outstanding Total: 5,676.39

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 5,676.39

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding					
CADENCE VISA	INV0028640	02/25/2019	COUNTERMAN TRAVEL/UNAPPLIED CHARGES FROM 2/05	001-195-691-550	0.84

Outstanding Total: 0.84

Department 195 - TRANSFERS TO OTHER AGENCIES Total: 0.84

Department: 197 - ENGINEERING

Outstanding					
CANON FINANCIAL SERVICES, INC	19769363	02/25/2019	JME15733	001-197-604-330	63.75
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2Z51292228018	001-197-620-370	338.12
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	001-197-525-231	2.00
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141-9748/POSTAGE REFILL	001-197-604-330	10.60

Outstanding Total: 414.47

Department 197 - ENGINEERING Total: 414.47

Department: 201 - POLICE DEPARTMENT

Outstanding					
INTAPOL	16255	02/25/2019	MOTORCYCLE OFFICERS UNIFORMS	001-201-535-233	1,024.93
SULLIVAN'S OFFICE SUPPLY, INC.	40061	02/26/2019	SELF INKING STAMP	001-201-501-200	18.95
IRCUSTOMS	2671	02/25/2019	EVIDENCE LABELS	001-201-556-251	285.10
INTAPOL	18149	02/25/2019	MOTORCYCLE OFFICERS LEATHER COAT	001-201-535-233	319.99
UPS STORE 3702	1995	02/26/2019	POSTAGE/SHIPPING	001-201-604-330	11.34
INTAPOL	18082	02/25/2019	MOTORCYCLE OFFICERS' UNIFORMS	001-201-535-233	694.94
UPS STORE 3702	2358	02/26/2019	POSTAGE/SHIPPING	001-201-604-330	25.00
NORTHEAST EXTERMINATING	340395	02/25/2019	POLICE DEPT. 12.17.18	001-201-630-426	50.00
SULLIVAN'S OFFICE SUPPLY, INC.	40827	02/26/2019	CORK BOARD W/OAK STYLE FRAME	001-201-501-200	47.99
ARMY NAVY PAWN SHOP	121818A	02/25/2019	PROPPER CRK KIT	001-201-556-251	325.00
BLI INTERNATIONAL	25578	02/25/2019	36 PRIORITY START BATTERY SAVERS FOR CARS	001-201-630-360	3,828.15
SULLIVAN'S OFFICE SUPPLY, INC.	41294	02/26/2019	DURABRITE ULTRA INK MAGENTA	001-201-501-200	14.61
SULLIVAN'S OFFICE SUPPLY, INC.	41729	02/26/2019	USED TABLE, CARD READERS, DOCUMENT FRAME	001-201-501-200	187.48
NORTHEAST EXTERMINATING	342124	02/25/2019	POLICE DEPT. 01.18.19	001-201-630-426	50.00
STARKVILLE FORD-LINCOLN MERCURY, IN	92607	02/26/2019	REPAIRS TO P48	001-201-630-360	480.35
DPS CRIME LAB	90076690	02/25/2019	ANALYTICAL FEE	001-201-600-300	120.00
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	2,128.58
OKTIBBEHA COUNTY SHERIFF'S OFFICE	02.05.19	02/26/2019	FEEDING INMATES JANUARY 2019	001-201-541-237	10,950.00
R&M TIRES	1120573	02/26/2019	S-4 OIL CHANGE, FILTER, AND LABOR	001-201-630-360	59.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BEN OSWALT	1171318	02/25/2019	REIMBURSE BOOT PURCHASE	001-201-535-233	72.94
TRI-STARR MUFFLER & BRAKE	209774	02/26/2019	SPD 39 WATER PUMP, PULLY BOLTS, PLUS, COIL. LABOR	001-201-630-360	567.81
BASICS, INC. A Trade America Company	23107	02/25/2019	CHARMIN,CAN LINERS,TOWELS,PURELL	001-201-555-208	306.47
MID-SOUTH UNIFORM & SUPPLY	587689	02/25/2019	13 VESTS	001-201-535-233	2,670.00
R&M TIRES	1120620	02/26/2019	S-35 OIL CHANGE, INSTALL BATTERY BACKUP	001-201-630-360	70.00
CANON FINANCIAL SERVICES, INC	19769362	02/25/2019	JMQ18878/JMQ18879	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	19769365	02/25/2019	QNR08831	001-201-635-369	134.79
CANON FINANCIAL SERVICES, INC	19769367	02/25/2019	XLG06726	001-201-635-369	278.78
CARYL PRITCHARD	03592	02/25/2019	REIMB WALMART PURCHASE- PENS & HARD DRIVE	001-201-501-200	172.77
R&M TIRES	1120649	02/26/2019	S-18 MOUNT & BALANCE TIRE, OIL CHANGE AND FILTER	001-201-630-360	186.00
TRI-STARR MUFFLER & BRAKE	209782	02/26/2019	SPD 1897 COOLANT ASSY, COOLANT, LABOR	001-201-630-360	487.09
TRI-STARR MUFFLER & BRAKE	209784	02/26/2019	SPD 52 OIL CHANGE	001-201-630-360	38.95
CINTAS FIRST AID & SAFETY	5012916859	02/25/2019	FIRST AID MEDS FOR CABINET	001-201-501-200	277.36
R&M TIRES	1120670	02/26/2019	BATTERY AND INSTALL BULB	001-201-630-360	30.00
HOWARD INDUSTRIES	19-00845751	02/25/2019	PAPER FOR CAR PRINTERS	001-201-556-251	1,160.00
TRI-STARR MUFFLER & BRAKE	209794	02/26/2019	SPD 25 BRAKES, ROTORS, OIL FLITER HOUSING, AXLE	001-201-630-360	1,263.71
MID-SOUTH UNIFORM & SUPPLY	587820	02/25/2019	5 FLASHLIGHTS	001-201-556-251	749.95
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2Z51292228018	001-201-620-370	4,385.18
ATMOS ENERGY	INV0028647	02/25/2019	# 4022600568/POLICE STATIO	001-201-625-380	779.48
CITY OF COLUMBUS	SPD-001336-0219	02/25/2019	FORENSIC LAB SERVICES	001-201-600-300	540.00
R&M TIRES	1120675	02/26/2019	S-38 OIL AND FILTER CHANGE, WHEEL WEIGHTS, NEW TIR	001-201-630-360	219.99
SULLIVAN'S OFFICE SUPPLY, INC.	42714	02/26/2019	SURGE PROTECTOR, MARKERS, PENS, BULLETIN B	001-201-501-200	81.32
ANGELICA COLBERT	INV0028639	02/25/2019	DARE SCHOOL MEAL REIMBURSEMENT	001-201-690-552	97.86
OCH REGIONAL MEDICAL CTR	INV0028659	02/26/2019	MEDICAL BILL FOR MARVIN BENSEND III	001-201-541-240	3,632.50
SULLIVAN'S OFFICE SUPPLY, INC.	42716	02/26/2019	STORAGE BOX	001-201-501-200	19.99
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	001-201-525-231	30.00
BOB'S MOBILE RADIO	315927	02/25/2019	REPAIR RADAR AND CAMERAS IN PD CARS	001-201-630-400	960.00
SULLIVAN'S OFFICE SUPPLY, INC.	42809	02/26/2019	KRAFT COIN ENVELOPES	001-201-501-200	40.74
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141-9748/POSTAGE REFILL	001-201-604-330	16.10
R&M TIRES	1120730	02/26/2019	INSTALL ALTERNATOR S-49	001-201-630-360	75.00
TRI-STARR MUFFLER & BRAKE	209807	02/26/2019	SPD 63 REPLACED BRAKE LIG	001-201-630-360	14.00
BROOKE CARPENTER	299221	02/25/2019	REIMB HEADLIGHT PURCHASE	001-201-630-360	28.88
IVY AUTO PARTS, LLC.	607674	02/25/2019	HEADLIGHT & BATTERY FOR S23	001-201-630-360	172.11
IVY AUTO PARTS, LLC.	608082	02/25/2019	ALTERNATOR FOR S49	001-201-630-360	132.98
COVERT LAW ENFORCEMENT	INV-0473	02/25/2019	UTILITY BOX COVERT CAMER	001-201-556-251	1,729.00
FUELMAN / FLEETCOR	NP55418177	02/21/2019	FUEL REPORT 02/11/19-02/17/19	001-201-525-231	1,847.40
SULLIVAN'S OFFICE SUPPLY, INC.	42815	02/26/2019	DVD DISCS, SPINDLE SILVER	001-201-501-200	38.91
SULLIVAN'S OFFICE SUPPLY, INC.	42906	02/26/2019	LARGE BINDER CLIPS	001-201-501-200	2.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOB'S MOBILE RADIO	03.2019	02/25/2019	MARCH 2019 SERVICE AGREEMENT	001-201-630-404	440.00
FUELMAN / FLEETCOR	NP55448262	02/27/2019	FUEL REPORT 02/18/19-02/24/19	001-201-525-231	2,098.83
STARKVILLE NARCOTICS	02.27.19	02/27/2019	INFORMANT FEES	001-201-600-304	1,418.00
TYLER TECHNOLOGIES	130-5289	02/26/2019	NCIC SERVER & INTERFACE 4/1/19-3/31/20	001-201-604-330	3,182.73
MODERN MARKETING, INC.	MMI131324	02/25/2019	1000 CUSTOM TATOOS DARE SUPPLIES	001-201-501-200	438.15
Outstanding Total:					51,912.17

Paid

MS DARE TRAINING CENTER	0119	02/22/2019	DARE OFFICE TRAINING REGISTRATION/A.COLBERT	001-201-690-552	1,499.00
Paid Total:					1,499.00

Department 201 - POLICE DEPARTMENT Total: 53,411.17

Department: 261 - FIRE DEPARTMENT

Outstanding

EMERGENCY EQUIPMENT PROFESSIONALS	440585	02/25/2019	REPAIRS TO L2	001-261-630-360	1,199.18
S&K DOOR AND SPECIALTY COMPANY, INC.	66970	02/26/2019	SERVICE CALL TO REPAIR DOOR AT STATION #1	001-261-558-269	425.00
LAIRD CLINIC-FIRE ACCOUNT	026746	02/25/2019	MATTHEW SCERBAK TESTING	001-261-600-319	55.00
LAIRD CLINIC-FIRE ACCOUNT	026747	02/25/2019	CHRISTIAN TWILLIE TESTING	001-261-600-319	55.00
LAIRD CLINIC-FIRE ACCOUNT	026748	02/25/2019	LEVI THOMPSON TESTING	001-261-600-319	186.00
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-261-604-330	200.05
EMERGENCY EQUIPMENT PROFESSIONALS	440368	02/25/2019	RETURN INV#436795	001-261-630-360	-400.99
LOWE'S-FIRE	84200	02/25/2019	GLUE TRAPS, WOOD FOR STATION #1	001-261-558-269	325.83
GALLS INC	011901906	02/27/2019	STETHOSCOPE, EMI DISPOSABLE PENT LIGHT	001-261-600-390	81.93
NORTHEAST EXTERMINATING	342744	02/25/2019	FIRE STATION #1 02.05.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	342778	02/25/2019	FIRE STATION # 2 02.05.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	342779	02/25/2019	FIRE STATION #3 02.05.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	342793	02/25/2019	FIRE STATION #4 02.05.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	343209	02/25/2019	FIRE STATION # 5 02.05.19	001-261-558-269	22.00
GALLS INC	011922886	02/27/2019	3 EMI DISPOSABLE PENLIGHT	001-261-555-250	29.90
ACME TOOLS	6384218	02/25/2019	PORTABLE SCENE LIGHT	001-261-730-545	599.99
S&K DOOR AND SPECIALTY COMPANY, INC.	67046	02/26/2019	SERVICE CALL TO REPAIR DOOR AT STATION #1	001-261-558-269	100.00
NEWELL PAPER COMPANY	3060315	02/25/2019	SCRUBBERS, CASCADE, WINDEX, TISSUE, TOWELS, ALUM FOI	001-261-555-208	1,094.82
DIRECTV	35883708715	02/21/2019	SATELLITE FOR STATION #5	001-261-625-380	328.99
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2Z51292228018	001-261-620-370	0.21
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2Z51292228018	001-261-620-370	4,385.18
ATMOS ENERGY	INV0028645	02/25/2019	3020829684/FIRESTATION #3	001-261-625-380	455.50
SULLIVAN'S OFFICE SUPPLY, INC.	42765	02/26/2019	TRI FOLD LASER BROCHURE PAPER	001-261-501-200	29.99
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	001-261-525-231	12.00
WATERMARK PRINTERS LLC	12181	02/26/2019	2 PART PURCHASE ORDER FORMS, REG. ENVELOPES	001-261-501-200	297.00
GOLDY'S FIRE APPARATUS. LL	3000	02/25/2019	CASE OF HERO WIPES	001-261-630-360	159.98
NEWELL PAPER COMPANY	3060935	02/25/2019	CASCADE DISHWASHER GEL	001-261-555-208	60.10
EMERGENCY EQUIPMENT PROFESSIONALS	440675	02/25/2019	REPAIRS TO L2	001-261-630-360	772.00
LOWE'S-FIRE	909443	02/25/2019	USB RECEPTACLE OUTLETS	001-261-555-250	25.24

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP55418177	02/21/2019	FUEL REPORT 02/11/19-02/17/19	001-261-525-231	572.93
SUNBELT FIRE APPARATUS	118673	02/26/2019	REPAIR E3	001-261-630-360	133.92
SUNBELT FIRE APPARATUS	118674	02/26/2019	REPAIR E5	001-261-630-360	569.16
CADENCE VISA	21439	02/25/2019	CHIEF FIRE OFF. TRAINING-INITIAL DESIGNATION	001-261-600-390	375.00
RACKLEY OIL INC.	501371	02/26/2019	BLUE DET DIESEL, DIESEL EXHAUSE FLUID	001-261-525-231	21.24
ATMOS ENERGY	INV0028644	02/25/2019	# 3017756705 /FIRESTATION	001-261-625-380	721.65
WAI-MART-GENERAL CITY	03662	02/27/2019	TOWELS, WASX, OTTER CASE	001-261-501-200	60.24
LOWE'S-FIRE	985378	02/27/2019	DISHWASHER AND SUPPLIES FOR STATION #4	001-261-558-269	384.82
CADENCE VISA	02.24.19	02/25/2019	VIASAT-INTERNET	001-261-604-330	170.31
BOB'S MOBILE RADIO	03.2019	02/25/2019	FIRESTATION #5		
			MARCH 2019 SERVICE AGREEMENT	001-261-630-404	310.00
WAI-MART-GENERAL CITY	09311	02/27/2019	SUPPLIES TO WAX VEHICLES	001-261-630-360	101.07
STATE FIRE ACADEMY	26977	02/27/2019	FIRE OFFICER 1 & 2/K.BRITT	001-261-600-390	350.00
MS FIREFIGHTER'S ASSOCIATION	INV0028649	02/25/2019	MFFA CONFERENCE/GRANT MCCARTER	001-261-600-390	25.00
FUELMAN / FLEETCOR	NP55448262	02/27/2019	FUEL REPORT 02/18/19-02/24/19	001-261-525-231	585.90
MS FIREFIGHTER'S ASSOCIATION	INV0028650	02/25/2019	MFFA CONFERENCE/CHIEF C.YARBROUGH	001-261-600-390	25.00
STARKVILLE UTILITIES	INV0028669	02/27/2019	UTILITY BILLS BY DEPT	001-261-625-380	787.68
NORTHEAST EXTERMINATING	340991	02/25/2019	TERMITE CONTRACT RENEWAL STATION 3	001-261-558-269	90.00
Outstanding Total:					15,871.82

Paid

A-1 APPLIANCE	8502	02/22/2019	LID LOCK FOR WASHER STATION #4	001-261-555-250	39.45
ARMY NAVY PAWN SHOP	12919A.	02/22/2019	TACTICAL BOOTS	001-261-535-233	60.00
ARMY NAVY PAWN SHOP	067017.	02/22/2019	UNIFORM PANTS	001-261-535-233	252.00
Paid Total:					351.45

Department 261 - FIRE DEPARTMENT Total: 16,223.27

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CANON FINANCIAL SERVICES, INC	19769363	02/25/2019	JME15733	001-281-604-330	63.75
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2Z51292228018	001-281-620-370	339.07
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	001-281-525-231	4.00
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141-9748/POSTAGE REFILL	001-281-604-330	36.50
FUELMAN / FLEETCOR	NP55418177	02/21/2019	FUEL REPORT 02/11/19-02/17/19	001-281-525-231	20.07
NE MS BOA CHAPTER	2019 DUES	02/25/2019	2019 DUES FOR CITY OF STARKVILLE	001-281-690-555	50.00
FUELMAN / FLEETCOR	NP55448262	02/27/2019	FUEL REPORT 02/18/19-02/24/19	001-281-525-231	25.93
TRUSTMARK NATIONAL BANK	03.18.19	02/26/2019	#98905/STREET F250 & 2 TACOMAS	001-281-820-874	411.41
TRUSTMARK NATIONAL BANK	03.18.19	02/26/2019	#98905/STREET F250 & 2 TACOMAS	001-281-830-873	39.96
Outstanding Total:					990.69
Department 281 - BUILDING/CODES OFFICE Total:					990.69

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Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0028669	02/27/2019	UTILITY BILLS BY DEPT	001-290-625-380	25.38
Outstanding Total:					25.38
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					25.38
Department: 301 - STREET DEPARTMENT					
Outstanding					
STARKVILLE AUTO PARTS	118959	02/26/2019	STARTER	001-301-630-360	99.99
RACKLEY OIL INC.	496568	02/26/2019	BLUE DEF DIESEL	001-301-630-400	38.00
STARKVILLE AUTO PARTS	119689	02/26/2019	ADPT IMP	001-301-630-360	18.99
RACKLEY OIL INC.	498252	02/26/2019	DIESEL	001-301-630-400	23.15
BASICS, INC. A Trade America Company	23039	02/21/2019	GLOVES	001-301-555-250	15.00
CINTAS	215390767	02/21/2019	STREET DEPT. 01.08.19	001-301-501-200	47.64
BELL BUILDING SUPPLY, INC.	245278	02/21/2019	MATERIALS FOR CONCRETE	001-301-560-270	25.15
SHERWIN WILLIAMS CO.	8455-7	02/27/2019	GALLON OF PAINT	001-301-555-250	46.00
STARKVILLE AUTO PARTS	120225	02/26/2019	COOL SEALANT, CABLE TIES	001-301-630-360	85.88
BELL BUILDING SUPPLY, INC.	245535	02/21/2019	LEVELS, DRILL, BLADES, FLAG STAKE, TOUGH CHEST	001-301-555-250	206.93
BELL BUILDING SUPPLY, INC.	245537	02/21/2019	CAULK, SILICONE SEALANT	001-301-555-250	16.43
TERRY'S GARAGE & REPAIRS, LLC	1555	02/26/2019	TRUCK #70-THERMOSTAT, ANTIFREEZE	001-301-630-360	300.16
OKTIBBEHA COUNTY COOPERATIVE	485332	02/26/2019	TOOLS TO CLEAN DRAINS/2 - #10 SCOOPS	001-301-555-250	75.98
LOWE'S-STREET	902060	02/27/2019	SUPPLIES TO REPAIR BATHROOM	001-301-555-250	85.28
BELL BUILDING SUPPLY, INC.	245876	02/21/2019	SINK SUPPLY LINE	001-301-555-250	9.98
AUTO ZONE	0426269777	02/21/2019	HEATER HOSE ASSEMBLY	001-301-630-400	37.99
BELL BUILDING SUPPLY, INC.	245926	02/21/2019	KEY COPIES, GORILLA GLUE, LOCKBACK KNIFE	001-301-555-250	37.19
BASICS, INC. A Trade America Company	23076	02/21/2019	LYSOL, CLOROX WIPES, FEBREEZE, SHOP TOWELS, FABULOSO	001-301-555-250	521.53
SULLIVAN'S OFFICE SUPPLY, INC.	41822	02/26/2019	LAMINATING POUCHES, CORK BOARD, MARKERS	001-301-555-250	53.27
STARKVILLE AUTO PARTS	120442	02/26/2019	MINI BLADES, CLAMPS, DRAIN, FLUSH CLEANER	001-301-630-360	35.82
STARKVILLE AUTO PARTS	120443	02/26/2019	JB KWIK	001-301-630-360	6.99
O'REILLY AUTO PARTS	0997-460178	02/26/2019	F/P ASSEMBLY/REPAIRS TO TRUCK#71	001-301-630-360	184.49
O'REILLY AUTO PARTS	0997-460932	02/26/2019	SHOP SUPPLIES/HOSES, FITTINGS, VAC CONNECT	001-301-630-360	48.78
STARKVILLE AUTO PARTS	120696	02/26/2019	HYD HOSES-43	001-301-630-360	58.81
BELL BUILDING SUPPLY, INC.	247001	02/21/2019	SAW BLADES, HANG STRIP, FLAG STAKES, BIT HOLDER	001-301-555-250	82.08
STARKVILLE AUTO PARTS	120735	02/26/2019	COMPRESSION TESTER, VACUUM PRESS, ANTIFREEZE	001-301-630-360	165.71
STARKVILLE AUTO PARTS	120738	02/26/2019	CFI FUEL TRUCK 88	001-301-630-360	31.99
STARKVILLE AUTO PARTS	120740	02/26/2019	OIL WRE SWIV TRUCK #88	001-301-630-360	11.39
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	87.49
PAUL'S WELDING	0192	02/26/2019	CREATED A TOOL TO DRIVE SPIKES INTO SPEED BUMPS	001-301-555-250	150.00
FASTENAL COMPANY	MSSTA83474	02/21/2019	BITS FOR DRILLS	001-301-555-250	110.43
STARKVILLE AUTO PARTS	120879	02/26/2019	STOP LEAK, HOSE CLAMP, BAR LINK KIT, SEAFOAM	001-301-630-360	85.35
SHERWIN WILLIAMS CO.	9401-0	02/26/2019	FLAT BLACK PAINT TO MARK STREET	001-301-565-272	219.80
STARKVILLE AUTO PARTS	120899	02/26/2019	BATTERY CABLE	001-301-630-360	3.27
STARKVILLE AUTO PARTS	120901	02/26/2019	TRKS #709 & 75 OIL AND FILTERS	001-301-630-360	103.74
STARKVILLE AUTO PARTS	120911	02/26/2019	TRUCK 75 BATTERY	001-301-630-360	151.99

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STARKVILLE AUTO PARTS	120926	02/26/2019	MINI BULBS LONG LIFE TRUCK #71	001-301-630-360	15.98
STARKVILLE AUTO PARTS	120966	02/26/2019	OIL, FILTER, WASHER FLUID	001-301-630-360	76.60
STARKVILLE AUTO PARTS	121008	02/26/2019	9 HOSE CLAMPS	001-301-630-360	16.11
ATMOS ENERGY	INV0028648	02/25/2019	# 3020752444/STREET DEPT	001-301-625-380	1,601.21
APAC-MISSISSIPPI, INC	4000085173	02/21/2019	2.44 TONS OF ST 9.5 ASPHALT	001-301-560-270	179.34
RACKLEY OIL INC.	00500812	02/26/2019	DIESEL	001-301-555-250	72.07
AUTO ZONE	0426292828	02/21/2019	ANTIFREEZE (12), 70PC HOSE CLAMP	001-301-630-360	115.87
OKTIBBEHA COUNTY COOPERATIVE	494840	02/26/2019	REPLACEMENTS OF 3 PAIR OF PANTS FOR MECHANIC	001-301-535-233	94.28
RACKLEY OIL INC.	500813	02/26/2019	DIESEL	001-301-555-250	4.00
CINTAS	215400636	02/21/2019	STREET DEPT. 02.12.19	001-301-501-200	47.64
OKTIBBEHA COUNTY COOPERATIVE	495117	02/26/2019	SHOVEL, SCOOP, MANURE FORK	001-301-555-250	70.66
CINTAS FIRST AID & SAFETY	5012916863	02/21/2019	FIRST AID CABINET SUPPLIES	001-301-555-250	77.39
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2Z51292228018	001-301-620-370	1,625.79
PAUL'S WELDING	0195	02/26/2019	REWORK 2 BUCKETS FOR NEW TRACKHOE	001-301-630-400	1,236.00
STARKVILLE AUTO PARTS	121076	02/26/2019	2 CASES OIL, CFI LUBE	001-301-630-360	162.80
STARKVILLE AUTO PARTS	121086	02/26/2019	GREASE FITTING	001-301-630-360	5.29
STARKVILLE AUTO PARTS	121097	02/26/2019	TRUCK #707 -OIL, FILTER, AIR DOOR ACTUATOR, BLOWER	001-301-630-360	109.42
BELL BUILDING SUPPLY, INC.	248198	02/21/2019	200 FLAG STAKES	001-301-555-250	22.98
BELL BUILDING SUPPLY, INC.	248239	02/21/2019	LEVEL POST MAGNETIC PLASTIC, 140 P-WOOD SHIMS	001-301-555-250	51.62
FASTENAL COMPANY	MSSTA83715	02/21/2019	ITEMS TO MARK LOCATIONS	001-301-555-250	7.41
UNITED RENTALS (NORTH AMERICA), INC.	166163364	02/26/2019	2 CONCRETE PLACERS W/HOOK ALIM	001-301-560-270	56.34
BASICS, INC. A Trade America Company	23134	02/21/2019	CASE OF BROWN TOWELS	001-301-501-200	22.00
IVY AUTO PARTS, LLC.	607848	02/25/2019	BATTERY FOR TRUCK 701	001-301-630-360	137.99
SOUTHERN PIPE AND SUPPLY CO., INC	8304231	02/27/2019	REPAIRS TO ICE MAKER	001-301-630-360	127.63
PAUL'S WELDING	0191	02/26/2019	CHANGE OUT/ADJUST BOLTS ON TANK	001-301-630-400	105.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	001-301-525-231	16.00
OKTIBBEHA COUNTY COOPERATIVE	496253	02/27/2019	20 BALES OF WHEAT STRAW	001-301-555-250	91.00
FASTENAL COMPANY	MSSTA83759	02/21/2019	SCREWS AND BITS FOR HAND TOOLS	001-301-555-250	180.43
PAUL BRAND	671220	02/26/2019	CDL TEST CLASS A&B/J.CLAY & B.ROBERSON	001-301-691-550	500.00
EAST MISSISSIPPI LUMBER CO	A49121	02/27/2019	UTILITY KNIFE, LOOSE NUTS/BOLTS, 3 STANDARD KEYS	001-301-555-250	21.13
FUELMAN / FLEETCOR	NP55418177	02/21/2019	FUEL REPORT 02/11/19-02/17/19	001-301-525-231	724.83
BELL BUILDING SUPPLY, INC.	248657	02/27/2019	DRILL, LOCKWASH, RECIP. SAW BLADE	001-301-555-250	90.07
CINTAS	4016907606	02/25/2019	STREET DEPT	001-301-501-200	86.81
BRADLEY ROBERSON	11895583	02/27/2019	REIMB. FOR CDL CLASS A	001-301-610-350	55.00
JAVIER CLAY	11895656	02/27/2019	REIMB CDL CLASS B	001-301-610-350	55.00
G&C SUPPLY CO., INC	17252980	02/27/2019	30 NO PARKING SIGNS	001-301-565-272	794.05
G&C SUPPLY CO., INC	6727082	02/27/2019	30 NO PARKING, 50 DIP, ALUM BRACKET	001-301-565-272	2,284.00
G&C SUPPLY CO., INC	6727083	02/27/2019	29 NO PARKING SIGNS	001-301-565-272	12.95
FUELMAN / FLEETCOR	NP55448262	02/27/2019	FUEL REPORT 02/18/19-02/24/19	001-301-525-231	554.40
TRUSTMARK NATIONAL BANK	03.18.19	02/26/2019	#98905/STREET F250 & 2 TACOMAS	001-301-820-874	411.41

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TRUSTMARK NATIONAL BANK	03.18.19	02/26/2019	#98905/STREET F250 & 2 TACOMAS	001-301-830-873	39.97
G&C SUPPLY CO., INC	67270285	02/27/2019	33 O.D. ROUND POST DOME STYLE CAP	001-301-565-272	99.00
STARKVILLE AUTO PARTS	120208	02/26/2019	CLAMP	001-301-630-360	1.09
Outstanding Total:					15,341.23
Paid					
ABILITY WORKS OF STARKVILL	85958C	02/22/2019	OVERPAYMENT ON 243539/13403	001-301-555-250	-0.25
Paid Total:					-0.25
Department 301 - STREET DEPARTMENT Total:					15,340.98
Department: 302 - STREET LIGHTING					
Outstanding					
STARKVILLE UTILITIES	INV0028669	02/27/2019	UTILITY BILLS BY DEPT	001-302-625-380	364.50
Outstanding Total:					364.50
Department 302 - STREET LIGHTING Total:					364.50
Department: 360 - ANIMAL CONTROL					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2Z51292228018	001-360-620-370	172.48
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	001-360-525-231	2.00
Outstanding Total:					174.48
Department 360 - ANIMAL CONTROL Total:					174.48
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
SPORTS CENTER	2734	02/26/2019	726 YOUTH BASKETBALL JERSEYS	001-550-501-415	6,397.00
SPORTS CENTER	2735	02/26/2019	7 MESH REV. BASKETBALL SHIRTS	001-550-501-415	78.50
SPORTS CENTER	2736	02/26/2019	A4 MESH REV. BASKETBALL SHIRT	001-550-501-415	17.50
SPORTS CENTER	2737	02/26/2019	A4 MESH REV. BASKETBALL SHIRTS-2	001-550-501-415	27.00
PLANET RECESS, INC.	MS1876	02/26/2019	INSTALLATION OF DONATED PLAYGROUND EQUIP/RAMPS,MUL	001-550-636-110	16,716.86
REX TEAM SPORTS	RTC62252	02/26/2019	BASKETBALL JERSEY	001-550-501-415	24.50
LOWE'S- PARKS	910525	02/25/2019	STEP IN FENCE, 100 FT POLY	001-550-636-110	70.33
OKTIBBEHA COUNTY COOPERATIVE	CM0000469	02/26/2019	RETURNS	001-550-630-426	-94.00
POLLAN & ASSOC. PA	5542	02/26/2019	100 CUSTOM PRINTED BACKPACKS W/LOGO	001-550-600-350	327.92
POLLAN & ASSOC. PA	5543	02/26/2019	100 CUSTOM PRINTED CAN COOLIES	001-550-600-350	167.93
POLLAN & ASSOC. PA	5544	02/26/2019	30 X 69 CUSTOM BANNER	001-550-600-350	113.86
POLLAN & ASSOC. PA	5545	02/26/2019	CUSTOM PRINTED TABLECLOTH W/PARKS LOGO	001-550-600-350	202.66
BSN SPORTS	904363357	02/25/2019	SPORTS SCREENS	001-550-501-415	1,249.94
BERRY ELECTRIC, LLC	004376	02/25/2019	REPAIRS TO TIME CLOCK	001-550-600-300	110.00
BSN SPORTS	904374920	02/25/2019	FENCE PKGS, SMARTPOLE GROUND SOCKETS	001-550-555-250	4,545.01
BSN SPORTS	904374921	02/25/2019	DODGEBALL PRISM PACK	001-550-501-415	122.60
NEWELL PAPER COMPANY	3059650	02/25/2019	SCRIM WIPER, SPRAY BOTTLES, TRIGGERS	001-550-501-208	62.08
MAR-LYN CERAMIC SUPPLY, INC.	02.05.19	02/25/2019	CERAMIC BOXES FOR ACTIVITY CLASS	001-550-501-220	147.00
SPORTS SPECIALTY	10829	02/26/2019	8X10 ENGRAVED PLAQUE	001-550-501-415	25.00
PITNEY GLOBAL-LEASE	3308109896	02/26/2019	ACCT#0012564714 PARKS LEASE	001-550-501-200	281.07

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BSN SPORTS	904404703	02/25/2019	ROLL OUT BOWLING LANE, TUG OF WAR ROPE, HORSESHOE	001-550-501-220	842.93
NEWELL PAPER COMPANY	3059981	02/25/2019	TISSUE, TOWELS,	001-550-501-208	190.34
OKTIBBEHA COUNTY COOPERATIVE	493519	02/26/2019	PINE STRAW	001-550-630-426	135.00
LOWE'S- PARKS	907603	02/25/2019	28" STEEL CURB KEY, POLY BAG SAFTY HAS	001-550-555-250	27.50
LOWE'S- PARKS	909293	02/25/2019	21" CROWBAR, SAW BLADES, CUTOFF WHEEL	001-550-555-250	24.65
MAR-LYN CERAMIC SUPPLY, INC.	02.08.19	02/25/2019	12 CERAMIC BOXES FOR ACTIVITY CLASS	001-550-501-220	50.00
NATIONAL ENTERTAINMENT TECHNOLOGIES, INC.	190208004	02/25/2019	6000 EASTER CANDY FILLED EGGS	001-550-501-220	720.00
LOWE'S- PARKS	907694	02/25/2019	SLAB DOOR, PAINT, CHISEL, DOOR KNOB	001-550-630-426	191.79
LOWE'S- PARKS	909516	02/25/2019	GROUT CLEANER, KABOOM CLEANER, SCOTCHBRITE	001-550-501-208	50.15
LOWE'S- PARKS	910725	02/25/2019	200 CT RAGS, MASTER PADLOCK, BRASS KEY	001-550-555-250	30.86
CANON FINANCIAL SERVICES, INC	19769370	02/25/2019	XUG02274	001-550-600-330	728.20
ACADEMY SPORTS	02.12.19	02/25/2019	STARKVILLE PARKS/SPORTS EQUIPMENT	001-550-501-415	89.95
NEWELL PAPER COMPANY	3060446	02/25/2019	DRIVE WHEEL W/TAPER, RELAY FOR T3, LABOR	001-550-501-208	365.63
WAUKAWAY DISTRIBUTORS, INC	49111	02/26/2019	4 FIVE GALLON BOTTLES OF WATER-PARKS	001-550-501-200	37.40
TERRY SVC., INC	63756	02/26/2019	REPAIR HVAC	001-550-630-426	265.93
LOWE'S- PARKS	908988	02/25/2019	CLEANING SUPPLIES	001-550-501-208	105.31
LOWE'S- PARKS	910708	02/25/2019	FOLDING SAWHORSES, PAINT TRAY KIT	001-550-555-250	48.42
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2Z51292228018	001-550-600-360	1,549.07
REYNOLDS/RENASANT INSURANCE AGENCY	962538	02/26/2019	1796.44	001-550-600-360	1,796.44
H&H TURF SOLUTIONS, LLC	1001	02/25/2019	FIELD CONSULTING & INSTRUCTIONAL WORKSHOP	001-550-636-110	282.50
LOWE'S- PARKS	910945	02/25/2019	WOOD CHISEL, RIP HAMMER	001-550-555-250	26.57
HOWELL'S PEST CONTROL	02.14.19	02/25/2019	CONCESSION 02.14.19	001-550-630-426	20.00
NEWELL PAPER COMPANY	3060620	02/25/2019	MULTIFOLD TOWELS, 2PLY TISSUE, MOP HEADS,	001-550-501-208	326.47
POWERSTROKE EQUIPMENT SALES & SVC	3483	02/26/2019	HAND PRUNERS	001-550-555-250	14.99
LOWE'S- PARKS	902089	02/25/2019	CFT TOOL COMBO KIT, EXHAUST FLUID, COMP ACCESSORIE	001-550-555-250	232.68
LOWE'S- PARKS	908152	02/25/2019	ARBORED HOLE SAW	001-550-555-250	41.76
HOWELL'S PEST CONTROL	02.15.19	02/25/2019	GILLESPIE ST 02.15.19	001-550-630-426	30.00
WAI-MART-GENERAL CITY	03149	02/26/2019	PRIZES FOR SENIOR CITIZEN ACTIVITIES	001-550-501-220	139.30
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	001-550-525-231	8.00
POWERSTROKE EQUIPMENT SALES & SVC	3492	02/26/2019	WB EDGER	001-550-555-250	469.99
LOWE'S- PARKS	909857	02/25/2019	EXT CORD, BIT GUIDE SET,PUTTY KNIFE,CAULK,	001-550-555-250	24.88
CINTAS FIRST AID & SAFETY	5012816895	02/25/2019	FIRST AID SUPPLIES	001-550-501-200	186.23
FUELMAN / FLEETCOR	NP55418177	02/21/2019	FUEL REPORT 02/11/19- 02/17/19	001-550-525-231	111.38
WELDING WORKS LLC, THE	3078	02/26/2019	STRAIGHTEN ANGLE IRON SPRAY IMPLEMENT	001-550-600-370	65.00
ATMOS ENERGY	INV0028643	02/25/2019	# 3018222235/PARKS	001-550-600-340	300.97

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CONNIE WISE	INV0028601	02/23/2019	CONTRACT LABOR 02/08/19-02/21/19/DANCE INSTRUCTO	001-550-600-320	340.00
KENNEDI AKINS	INV0028602	02/23/2019	CONTRACT LABOR 02/08/19-02/21/19/ASST PROG COORDIN	001-550-600-320	190.00
CHRIS SUELL	INV0028603	02/23/2019	CONTRACT LABOR 02/08/19-02/21/19/OFFICE ASSISTANT	001-550-600-320	290.00
RONALD JOHNSON JR.	INV0028604	02/23/2019	CONTRACT LABOR 02/08/19-02/21/19/MAINTENANCE	001-550-600-320	320.00
ROBERT EARLE GANDY JR.	INV0028605	02/23/2019	CONTRACT LABOR 02/08/19-02/21/19/MAINTENANCE	001-550-600-320	418.00
SHYE LINK	INV0028606	02/23/2019	CONTRACT LABOR 02/08/19-02/21/19/MAINT, SPORTS	001-550-600-320	374.00
QUANSHAYLA WILBURN	INV0028609	02/23/2019	PARKS DEPT. REFUND	001-550-949-978	50.00
CURNEKA JOHNSON	INV0028610	02/23/2019	PARKS DEPT. REFUND	001-550-949-978	40.00
RICHARD E. HILL	INV0028611	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	480.00
CALVIN WARE -1099	INV0028612	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	480.00
LEONARDO THOMPSON	INV0028613	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	416.00
JAMES YARBROUGH	INV0028614	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	400.00
VERNA LEONARD	INV0028615	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	360.00
ZACKARY MURPHY	INV0028616	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	304.00
RONALD M. LUNDELL	INV0028617	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	288.00
TEVONTAE BOND	INV0028618	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	280.00
LANDON CARPENTER	INV0028619	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	270.00
COOPER CLEMENT	INV0028620	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	256.00
CARRIE ASHFORD	INV0028621	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	210.00
GABRIELLA TURNIPSEED	INV0028622	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	200.00
COURTNEY CANNON	INV0028623	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	180.00
GWENDOLYN PETTY	INV0028624	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	160.00
ZOIE BRIDGES	INV0028625	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	150.00
CALVIN RICHEY	INV0028626	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	120.00
SHELBY PERILLOUX	INV0028627	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	110.00
TYSON M. TATE	INV0028628	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	110.00
DHEER MANISH PATEL	INV0028629	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	105.00
ANITA JOHNSON	INV0028630	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	80.00
ORIEN THOMPSON	INV0028631	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	70.00
TAYLOR BRIANNE CAMPBELL	INV0028632	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	40.00
MADISON ROZIER	INV0028633	02/23/2019	CONTRACT LABOR 02/07/19-02/20/19/YOUTH BASKETBAL	001-550-600-320	40.00
BMI-BROADCAST MUSIC INC.	33946253	02/25/2019	MUSIC LICENSING FEE	001-550-600-350	358.00
FUELMAN / FLEETCOR	NP55448262	02/27/2019	FUEL REPORT 02/18/19-02/24/19	001-550-525-231	209.30

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PETTY CASH VOUCHERS	INV0028667	02/27/2019	INCREASE PETTY CASH FOR PARKS	001-550-015-030	150.00
OKTIBBEHA COUNTY COOPERATIVE	CM0000470	02/26/2019	RETURNS	001-550-630-426	-9.51
STARKVILLE UTILITIES	INV0028669	02/27/2019	UTILITY BILLS BY DEPT	001-550-600-340	8,286.34
Outstanding Total:					56,248.18
Paid					
ABILITY WORKS OF STARKVILL	245145	02/22/2019	4 WOODEN CRATES FOR MAILBOXES	001-550-501-200	172.60
Paid Total:					172.60
Department 550 - PARKS AND REC DEPARTMENT Total:					56,420.78
Department: 600 - CAPITAL PROJECTS					
Outstanding					
SGK LANDSCAPES, LLC	PS15327	02/26/2019	HWY 12 MEDIANS	001-600-912-801	52,167.03
Outstanding Total:					52,167.03
Department 600 - CAPITAL PROJECTS Total:					52,167.03
Fund 001 - GENERAL FUND Total:					304,710.44
Fund: 003 - RESTRICTED FIRE FUND					
Department: 560 - RESTRICTED FIRE FUND					
Outstanding					
KIRK AUTO WORLD, INC.	8200042004	02/27/2019	DODGE DURANGO PPV, CONTRACT #8200042004	003-560-900-803	28,367.00
BANCORPSOUTH EQUIPMENT FINANCE	03.25.19	02/25/2019	LOAN#7334-70314-016/FIRE MARSHALL '18 F-150	003-560-820-874	1,433.46
BANCORPSOUTH EQUIPMENT FINANCE	03.25.19	02/25/2019	LOAN#7334-70314-016/FIRE MARSHALL '18 F-150	003-560-830-873	122.21
Outstanding Total:					29,922.67
Department 560 - RESTRICTED FIRE FUND Total:					29,922.67
Fund 003 - RESTRICTED FIRE FUND Total:					29,922.67
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
MAXXSOUTH BROADBAND	INV0028655	02/25/2019	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
CANON SOLUTIONS AMERICA	495523	02/21/2019	AIRPORT COPIER USAGE	015-505-600-338	1.77
VERIZON WIRELESS	9823406169	02/26/2019	ACCT #523561109-00001 WIRELESS BILL	015-505-604-330	47.48
HOLLIS BROTHERS ELECTRIC & REFRIG	4084	02/25/2019	INSTALL 3 TON MINI SPLIT SYSTEM	015-505-720-801	4,920.00
MAXXSOUTH BROADBAND	INV0028656	02/25/2019	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	124.67
NESCO ELECTRICAL DISTRIBUTORS	S2301505.001	02/25/2019	4 LED BULBS	015-505-501-198	76.32
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2251292228018	015-505-620-370	261.73
TITAN AVIATION FUELS	3093614	02/26/2019	JET FUEL W/ADDITIVE	015-505-525-233	18,025.48
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141-9748/POSTAGE REFILL	015-505-604-330	0.30
BASICS, INC. A Trade America Company	23147	02/25/2019	ONE CASE TISSUE	015-505-541-237	47.25
CLARK BEVERAGE GROUP, IN	818993	02/25/2019	COKE, DIET COKES, DR. PEPPERS.	015-505-691-550	125.00
STARKVILLE UTILITIES	INV0028669	02/27/2019	UTILITY BILLS BY DEPT	015-505-625-380	1,119.52
Outstanding Total:					24,894.47
Department 505 - AIRPORT Total:					24,894.47
Fund 015 - AIRPORT FUND Total:					24,894.47

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Fund: 022 - SANITATION					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
WASTEZERO, INC.	34198	02/26/2019	592 BOXES BLACK FLAT TOP GARBAGE BAGS	022-322-551-239	25,834.88
CINTAS	215388841	02/21/2019	SANITATION 01.01.19	022-322-535-233	23.40
CINTAS	215388841	02/21/2019	SANITATION 01.01.19	022-322-600-300	13.58
CINTAS	215390768	02/21/2019	SANITATION 01.8.19	022-322-555-250	13.58
CINTAS	215390768	02/21/2019	SANITATION 01.8.19	022-322-600-300	23.40
NORTHEAST EXTERMINATING	342745	02/25/2019	SANITATION 02.04.19	022-322-600-300	30.00
HILL MANUFACTURING COMPANY, INC.	10862-78	02/27/2019	DOZEN SIGNAL-MARY BERRY, 4 GALLONS OXY HILL	022-322-555-250	243.42
TERRY'S GARAGE & REPAIRS, LLC	1670	02/26/2019	SERVICE CALL TO REPLACE OIL HUB CAP	022-322-630-360	166.42
STARKVILLE AUTO PARTS	120921	02/26/2019	BULBS AND COUPLER	022-322-555-250	67.45
BELL BUILDING SUPPLY, INC.	247640	02/21/2019	2 GAL POLY SURESPRAYER	022-322-555-250	24.69
GATEWAY TIRE & SERVICE CENTER	1104467715	02/21/2019	TRUCK #94 FIX FLAT & TRUCK	022-322-630-360	311.81
GATEWAY TIRE & SERVICE CENTER	1104467716	02/21/2019	TRUCK #94 FIX FLAT	022-322-630-360	32.50
GATEWAY TIRE & SERVICE CENTER	1104467853	02/21/2019	TRUCK #42 NEW TIRE	022-322-630-360	272.49
STARKVILLE AUTO PARTS	120960	02/26/2019	PLUG	022-322-555-250	6.59
SPORTS SPECIALTY	10901	02/27/2019	6 PAIR CARGO WORK PANTS	022-322-535-233	158.10
STARKVILLE AUTO PARTS	121026	02/26/2019	TRUCK #92 FUSE	022-322-630-360	9.99
STARKVILLE AUTO PARTS	121058	02/26/2019	MINI BULBS-10	022-322-555-250	14.90
TERRY'S GARAGE & REPAIRS, LLC	1702	02/26/2019	ALIGNMENT	022-322-630-360	220.00
CINTAS	215400637	02/21/2019	SANITATION 02.12.19	022-322-555-250	13.58
CINTAS	215400637	02/21/2019	SANITATION 02.12.19	022-322-600-300	23.40
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2Z51292228018	022-322-620-370	2,334.36
TERRY'S GARAGE & REPAIRS, LLC	1713	02/26/2019	TRUCK #42 FUEL FILTER, FUEL SEPARATOR	022-322-630-360	107.05
WAI-MART-GENERAL CITY	04849	02/27/2019	PRINTER AND INK FOR ADMINISTRATIVE DESK	022-322-501-200	381.82
SOUTHERN PIPE AND SUPPLY CO., INC	8304231	02/27/2019	REPAIRS TO ICE MAKER	022-322-630-360	127.63
GATEWAY TIRE & SERVICE CENTER	1104470559	02/27/2019	TRUCK #40/ 2 NEW TIRES	022-322-630-360	544.98
O'REILLY AUTO PARTS	0997-463563	02/27/2019	2 FUNNELS AND BLUE DEF FOR TRUCKS	022-322-525-231	286.78
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	022-322-525-231	50.00
PITNEY BOWES PURCHASE POWER	02.13.19	02/26/2019	ACCT # 8000-9000-1141-9748/POSTAGE REFILL	022-322-604-330	0.20
CALVIN WARE	100	02/27/2019	REIMB FOR TINTING ON FRONT OFFICE DOOR	022-322-555-250	75.00
CALVIN WARE	264523	02/25/2019	REIMBURSE FUEL PURCHASE FOR G.HAYES	022-322-525-231	148.42
GATEWAY TIRE & SERVICE CENTER	1104471599	02/27/2019	TRUCK #98 REPAIR FLAT	022-322-630-360	32.50
FUELMAN / FLEETCOR	NP55418177	02/21/2019	FUEL REPORT 02/11/19-02/17/19	022-322-525-231	2,417.50
STARKVILLE AUTO PARTS	121211	02/27/2019	2 SETS OF WIPER BLADES	022-322-555-250	23.98
CINTAS	4016907617	02/25/2019	SANITATION	022-322-535-233	13.58
CINTAS	4016907617	02/25/2019	SANITATION	022-322-555-250	37.04
CINTAS	4016907617	02/25/2019	SANITATION	022-322-600-300	23.40
GATEWAY TIRE & SERVICE CENTER	1104471817	02/27/2019	TRUCK 38 ONE NEW TIRE	022-322-630-360	272.49
FUELMAN / FLEETCOR	NP55448262	02/27/2019	FUEL REPORT 02/18/19-02/24/19	022-322-525-231	2,272.42

Expense Approval Report

Post Dates: 02/21/2019 - 02/27/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REGIONS FINANCIAL CORPORATION	03.20.19	02/26/2019	#001-0007521-008/4 FORD TRUCKS	022-322-820-874	2,527.12
REGIONS FINANCIAL CORPORATION	03.20.19	02/26/2019	#001-0007521-008/4 FORD TRUCKS	022-322-830-873	199.08
TRUSTMARK NATIONAL BANK	03.18.19.	02/26/2019	#90090/2 FRONT LOADERS	022-322-820-874	6,629.08
TRUSTMARK NATIONAL BANK	03.18.19.	02/26/2019	#90090/2 FRONT LOADERS	022-322-830-873	561.47
STARKVILLE UTILITIES	INV0028669	02/27/2019	UTILITY BILLS BY DEPT	022-322-625-380	1,174.68
GOLDEN TRIANGLE PLANNING & DEVELOPM	2690022019	02/21/2019	MONTHLY BILLING FOR FEB. 2019/SOLID WASTEBILLING	022-322-600-364	258.50

Outstanding Total: 48,003.26

Department 322 - SANITATION DEPARTMENT Total: 48,003.26

Department: 325 - RUBBISH

Outstanding

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	022-325-525-231	4.00
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Outstanding Total: 4.00

Department 325 - RUBBISH Total: 4.00

Department: 341 - LANDSCAPING

Outstanding

STARKVILLE AUTO PARTS	120967	02/26/2019	TRACTOR #2 HYD HOSE	022-341-630-360	492.99
GATEWAY TIRE & SERVICE CENTER	I104468258	02/27/2019	SWEeper 85 FLAT REPAIR	022-341-630-360	32.50
GATEWAY TIRE & SERVICE CENTER	I104468446	02/27/2019	TRUCK #128 REPAIR FLAT	022-341-630-360	15.00
REYNOLDS/RENASANT INSURANCE AGENCY	958679	02/26/2019	POLICY# AS2Z51292228018	022-341-620-370	1,188.84
GATEWAY TIRE & SERVICE CENTER	I104469586	02/21/2019	TIRES FOR TRAILER	022-341-630-360	67.26
POWERSTROKE EQUIPMENT SALES & SVC	3485	02/27/2019	BATTERY FOR MOWER #2	022-341-555-250	39.99
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1864	02/26/2019	FEBRUARY 2019 MONTHLY TESTING	022-341-525-231	12.00
TRUSTMARK NATIONAL BANK	03.18.2019	02/26/2019	#90089/STREET SWEEPER PAYMENT	022-341-820-874	3,451.27
TRUSTMARK NATIONAL BANK	03.18.2019	02/26/2019	#90089/STREET SWEEPER PAYMENT	022-341-830-873	292.32
REGIONS FINANCIAL CORPORATION	03.20.19	02/26/2019	#001-0007521-008/4 FORD TRUCKS	022-341-820-874	2,527.12
REGIONS FINANCIAL CORPORATION	03.20.19	02/26/2019	#001-0007521-008/4 FORD TRUCKS	022-341-830-873	199.08

Outstanding Total: 8,318.37

Department 341 - LANDSCAPING Total: 8,318.37

Fund 022 - SANITATION Total: 56,325.63

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - LANDFILL

Outstanding

MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	368268	02/25/2019	LITIGATED MATTERS	023-323-600-338	2,091.70
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Outstanding Total: 2,091.70

Department 323 - LANDFILL Total: 2,091.70

Fund 023 - LANDFILL ACCOUNT Total: 2,091.70

Expense Approval Report

Post Dates: 02/21/2019 - 02/27/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESSMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-251419	02/26/2019	MONTHLY COURT MAINT-FEBRUARY 2019	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	969348C	02/26/2019	OVERPAID JONES WALKER INV#969348/CK#87763	303-600-600-309	-1,306.14
OKTIBBEHA COUNTY	1057050	02/26/2019	NEEL SCHAFER INV#1057050	303-600-600-309	3,002.50
OKTIBBEHA COUNTY	004	02/26/2019	BURNS DIRT SERVICE #004	303-600-600-330	166,947.35
OKTIBBEHA COUNTY	25465	02/26/2019	PRO-GRAPHICS INVOICE 25465/SIGNAGE	303-600-600-309	103.26
OKTIBBEHA COUNTY	121721	02/26/2019	HEADWATERS INV#121721	303-600-600-309	29,423.32
Outstanding Total:					198,170.29
Department 600 - CAPITAL PROJECTS Total:					198,170.29
Fund 303 - INDUSTRIAL PARK BOND Total:					198,170.29
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
REGIONS FINANCIAL CORPORATION	03.15.19	02/26/2019	001-0007521-007/POOL PAYMENT	375-551-840-880	1,302.54
REGIONS FINANCIAL CORPORATION	03.15.19	02/26/2019	001-0007521-007/POOL PAYMENT	375-551-840-881	8.71
Outstanding Total:					1,311.25
Department 551 - PARK & REC TOURISM Total:					1,311.25
Fund 375 - PARK AND REC TOURISM Total:					1,311.25
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0028636	02/23/2019	2% HOTEL/MOTEL TAX	610-000-147-656	13,884.77
Outstanding Total:					13,884.77
Department 000 - UNDESIGNATED Total:					13,884.77
Fund 610 - TRUST & AGENCY Total:					13,884.77
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0028635	02/23/2019	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	24,094.53
MSU / 2% TAX REVENUE	INV0028637	02/23/2019	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	32,126.05
O.C.E.D.A	INV0028638	02/23/2019	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	24,094.53
Outstanding Total:					80,315.11
Department 000 - UNDESIGNATED Total:					80,315.11
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					80,315.11
Grand Total:					711,801.33

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	304,710.44	3,210.80
003 - RESTRICTED FIRE FUND	29,922.67	0.00
015 - AIRPORT FUND	24,894.47	0.00
022 - SANITATION	56,325.63	0.00
023 - LANDFILL ACCOUNT	2,091.70	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
303 - INDUSTRIAL PARK BOND	198,170.29	0.00
375 - PARK AND REC TOURISM	1,311.25	0.00
610 - TRUST & AGENCY	13,884.77	0.00
630 - ECONOMIC DEV, TOURISM & CONV	80,315.11	0.00
Grand Total:	711,801.33	3,210.80

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	3,027.01	0.00
001-000-054-205	DUE FROM STARKVILLE	1,299.91	0.00
001-000-149-691	MUNICIPAL COURT BON	873.00	873.00
001-100-604-330	COMMUNICATIONS	240.06	0.00
001-110-604-330	COMMUNICATIONS	739.72	0.00
001-120-600-300	PROFESSIONAL SERVICE	15,000.00	0.00
001-120-600-340	Mayor's Youth Council	200.00	0.00
001-120-604-330	COMMUNICATIONS	237.47	0.00
001-123-600-300	WEB SITE SVCS & EXPEN	7,080.24	0.00
001-123-604-330	COMMUNICATIONS	2,321.04	0.00
001-123-918-805	MACHINERY AND EQUIP	3,199.75	0.00
001-142-600-338	CONTRACT SERVICES	50,000.00	0.00
001-145-501-200	SUPPLIES	9.75	0.00
001-145-604-330	POSTAGE/COPIER/PHON	910.98	0.00
001-145-610-350	TRAVEL/TRAINING	315.00	315.00
001-169-600-302	CITY ATTORNEY GENERA	10,673.29	0.00
001-169-600-309	LEGAL EXPENSES	1,800.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	1,652.00	0.00
001-180-600-320	DRUG/BACKGROUND C	110.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	165.55	0.00
001-190-501-200	SUPPLIES	69.99	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	2,504.09	0.00
001-190-600-326	BOARD OF ADJUSTMEN	24.99	0.00
001-190-604-330	COPIERS/PHONES/IPADS	801.76	0.00
001-190-620-370	INSURANCE	238.86	0.00
001-192-510-220	SUPPLIES	260.34	0.00
001-192-600-338	CONTRACT SERVICES	1,669.00	0.00
001-192-620-370	INSURANCE	2,634.36	0.00
001-192-625-380	UTILITIES	1,024.95	0.00
001-192-630-403	REPAIRS TO BUILDING	87.74	0.00
001-195-691-550	KEEP STARKVILLE BEAUT	0.84	0.00
001-197-525-231	GAS & OIL	2.00	0.00
001-197-604-330	COMMUNICATIONS	74.35	0.00
001-197-620-370	INSURANCE	338.12	0.00
001-201-501-200	OFFICE SUPPLIES	1,341.26	0.00
001-201-525-231	GAS & OIL	3,976.23	0.00
001-201-535-233	UNIFORMS	4,782.80	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	3,632.50	0.00
001-201-555-208	JANITORIAL SUPPLIES	306.47	0.00
001-201-556-251	POLICE SUPPLIES	4,249.05	0.00
001-201-600-300	PROFESSIONAL SERVICE	660.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-600-304	INFORMANT FEES	1,418.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/	5,363.75	0.00
001-201-620-370	INSURANCE	4,385.18	0.00
001-201-625-380	UTILITIES	779.48	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	7,654.02	0.00
001-201-630-400	EQUIPMENT REPAIR &	960.00	0.00
001-201-630-404	RADIO MAINTENANCE /	440.00	0.00
001-201-630-426	BUILDING MAINTENANC	100.00	0.00
001-201-635-369	COPIER RENTAL	815.57	0.00
001-201-690-552	POLICE TRAINING/EDUC	1,596.86	1,499.00
001-261-501-200	OFFICE SUPPLIES	387.23	0.00
001-261-525-231	GAS & OIL	1,192.07	0.00
001-261-535-233	UNIFORMS	312.00	312.00
001-261-555-208	JANITORIAL & PAPER SU	1,154.92	0.00
001-261-555-250	SUPPLIES & SMALL TOO	94.59	39.45
001-261-558-269	BUILDING MAINTENANC	1,435.65	0.00
001-261-600-319	PHYSICAL EXAMINATION	296.00	0.00
001-261-600-390	FIRE TRAINING	856.93	0.00
001-261-604-330	PHONES/CABLE/INTERN	370.36	0.00
001-261-620-370	INSURANCE	4,385.39	0.00
001-261-625-380	UTILITIES	2,293.82	0.00
001-261-630-360	SHOP REPAIRS & MAINT	2,534.32	0.00
001-261-630-404	RADIO MAINTENANCE /	310.00	0.00
001-261-730-545	HOMELAND SECURITY G	599.99	0.00
001-281-525-231	GAS & OIL	50.00	0.00
001-281-604-330	COPIER/PHONES/IPADS/	100.25	0.00
001-281-620-370	INSURANCE	339.07	0.00
001-281-690-555	DUES	50.00	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	411.41	0.00
001-281-830-873	INTEREST (VEHICLES)	39.96	0.00
001-290-625-380	UTILITIES / CODE RED	25.38	0.00
001-301-501-200	SUPPLIES	204.09	0.00
001-301-525-231	GAS & OIL	1,295.23	0.00
001-301-535-233	UNIFORMS	94.28	0.00
001-301-555-250	SUPPLIES & SMALL TOO	2,098.61	-0.25
001-301-560-270	CONSTRUCTION MATERI	260.83	0.00
001-301-565-272	STREETS SIGNS & PAINT	3,409.80	0.00
001-301-604-330	COMMUNICATIONS	87.49	0.00
001-301-610-350	TRAINING	110.00	0.00
001-301-620-370	INSURANCE	1,625.79	0.00
001-301-625-380	UTILITIES	1,601.21	0.00
001-301-630-360	SHOP REPAIRS & MAINT	2,162.13	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,440.14	0.00
001-301-691-550	MISCELLANEOUS	500.00	0.00
001-301-820-874	PRINCIPAL	411.41	0.00
001-301-830-873	INTEREST	39.97	0.00
001-302-625-380	UTILITIES	364.50	0.00
001-360-525-231	GAS & OIL	2.00	0.00
001-360-620-370	INSURANCE	172.48	0.00
001-550-015-030	PETTY CASH PARKS	150.00	0.00
001-550-501-200	OFFICE SUPPLIES	677.30	172.60
001-550-501-208	JANITORIAL	1,099.98	0.00
001-550-501-220	CLASS/ACTIVITY SUPPLIE	1,899.23	0.00
001-550-501-415	SPORTS PROGRAMS	8,031.99	0.00
001-550-525-231	GAS & OIL	328.68	0.00
001-550-555-250	SMALL EQUIPMENT	5,487.31	0.00
001-550-600-300	PROFESSIONAL SERVICE	110.00	0.00
001-550-600-320	CONTRACT LABOR, UMP	7,041.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-600-330	PHONES / COPIERS/POS	728.20	0.00
001-550-600-340	UTILITIES	8,587.31	0.00
001-550-600-350	ADVERTISING	1,170.37	0.00
001-550-600-360	INSURANCE	3,345.51	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	65.00	0.00
001-550-630-426	BUILDING MAINT/REPAI	539.21	0.00
001-550-636-110	FIELD IMPROVEMENTS/	17,069.69	0.00
001-550-949-978	PARK & REC REFUNDS	90.00	0.00
001-600-912-801	MDOT HWY 12 PROJECT	52,167.03	0.00
003-560-820-874	PRINCIPAL	1,433.46	0.00
003-560-830-873	INTEREST	122.21	0.00
003-560-900-803	LAND / VEHICLES	28,367.00	0.00
015-505-501-198	BUILDING REPAIRS & M	76.32	0.00
015-505-525-233	JET A FUEL PURCHASES	18,025.48	0.00
015-505-541-237	OPERATING SUPPLIES	47.25	0.00
015-505-600-338	CONTRACT & LEGAL SER	271.39	0.00
015-505-604-330	CELL PHONE/POSTAGE	47.78	0.00
015-505-620-370	INSURANCE	261.73	0.00
015-505-625-380	UTILITIES	1,119.52	0.00
015-505-691-550	MISCELLANEOUS	125.00	0.00
015-505-720-801	CAPITAL OUTLAY, IMPR	4,920.00	0.00
022-322-501-200	OFFICE SUPPLIES	381.82	0.00
022-322-525-231	GAS & OIL	5,175.12	0.00
022-322-535-233	UNIFORMS	195.08	0.00
022-322-551-239	GARBAGE BAGS	25,834.88	0.00
022-322-555-250	SUPPLIES & SMALL TOO	520.23	0.00
022-322-600-300	PROFESSIONAL SERVICE	113.78	0.00
022-322-600-364	BILLING SERVICES	258.50	0.00
022-322-604-330	COMMUNICATIONS	0.20	0.00
022-322-620-370	INSURANCE	2,334.36	0.00
022-322-625-380	UTILITIES	1,174.68	0.00
022-322-630-360	SHOP REPAIRS & MAINT	2,097.86	0.00
022-322-820-874	PRINCIPAL-2 FRONT LOA	9,156.20	0.00
022-322-830-873	INTEREST	760.55	0.00
022-325-525-231	GAS & OIL	4.00	0.00
022-341-525-231	GAS & OIL	12.00	0.00
022-341-555-250	SUPPLIES & SMALL TOO	39.99	0.00
022-341-620-370	INSURANCE	1,188.84	0.00
022-341-630-360	SHOP REPAIRS & MAINT	607.75	0.00
022-341-820-874	PRINCIPAL-SWEEPER/F2	5,978.39	0.00
022-341-830-873	INTEREST	491.40	0.00
023-323-600-338	CONTRACT / PROF SERVI	2,091.70	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	31,222.94	0.00
303-600-600-330	IND PARK CONSTRUCTIO	166,947.35	0.00
375-551-840-880	PRINCIPAL - POOL	1,302.54	0.00
375-551-840-881	INTEREST-POOL	8.71	0.00
610-000-147-656	DUE TO GOVERNMENT	13,884.77	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	32,126.05	0.00
630-000-147-664	DUE TO VISITORS/CONV	24,094.53	0.00
630-000-148-655	DUE TO EDA	24,094.53	0.00
Grand Total:		711,801.33	3,210.80

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	711,801.33	3,210.80
Grand Total:	711,801.33	3,210.80



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 the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David Wise

David M. Wise, CPA
Manager of Accounting & Finance
Starkville Utilities

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 03/06/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 1
RUN DATE 02/26/19 03:39 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: 13 A-1 TOWING												
2250	02/25/19	2839	Towing		03/06/19	75.00	.00	CHK				
VENDOR TOTAL:						75.00						
VENDOR: 57 ALLIED UNIVERSAL CORPORATION												
1535422	02/25/19	2851	Fuel		03/06/19	116.40	.00	ACH				
VENDOR TOTAL:						116.40						
VENDOR: 76 APAC MISSISSIPPI, INC.												
85230	02/25/19	2827	Asphalt		03/06/19	1106.91	.00	ACH				
VENDOR TOTAL:						1106.91						
VENDOR: 122 ARMACHEM INTERNATIONAL CORP												
1270952	02/25/19	2844	Supplies		03/06/19	638.35	.00	ACH				
VENDOR TOTAL:						638.35						
VENDOR: 124 ATMOS ENERGY												
3020752702-2/08	02/25/19	0	Utility bill		03/05/19	429.21	.00	ACH				
3020752962-2/11	02/25/19	0	Utility bill		03/05/19	47.46	.00	ACH				
VENDOR TOTAL:						476.67						
VENDOR: 186 BRENNTAG MID-SOUTH												
205664	02/25/19	2813	Supplies		03/06/19	2880.00	.00	ACH				
VENDOR TOTAL:						2880.00						
VENDOR: 190 BANCORPSOUTH EQUIP FINANCE												
658429 - 2/01/19	02/25/19	0	Loan-Freightliner		03/05/19	16417.87	.00	CHK				
VENDOR TOTAL:						16417.87						
VENDOR: 202 BELL BUILDING SUPPLY												
247725	02/25/19	2825	Pipes		03/06/19	42.50	.00	ACH				
VENDOR TOTAL:						42.50						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 03/06/19 ACCOUNT 23110

UNPAID INVOICES

PAGE 2
RUN DATE 02/26/19 03:39 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: 211 BURFORD ELECTRIC SERVICE INC										
50014	02/25/19	2527 repair pump		03/06/19	6335.00	.00	CHK			
VENDOR TOTAL:					6335.00					
VENDOR: 251 COBURN SUPPLY COMPANY, INC.										
6419113520	02/25/19	2792 Replaced Meter		03/06/19	299.00	.00	CHK			
VENDOR TOTAL:					299.00					
VENDOR: 305 DIXIE WHOLESALE WATERWORKS										
013119	02/25/19	2774 Tracer Wire		03/06/19	157.09	.00	ACH			
VENDOR TOTAL:					157.09					
VENDOR: 308 CITY OF STARKVILLE-FUEL ACT										
DEC 2018	02/25/19	0 Fuel		03/05/19	2467.01	.00	CHK			
JAN 2019	02/25/19	0 Fuel		03/05/19	2325.96	.00	CHK			
NOV 2018	02/25/19	0 Fuel		03/05/19	2238.20	.00	CHK			
VENDOR TOTAL:					7031.17					
VENDOR: 315 CLEARWATER CONSULTANTS, INC.										
101.51901	02/26/19	0 Engineering - WW Treatment F		03/05/19	3040.50	.00	ACH			
VENDOR TOTAL:					3040.50					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3190087	02/25/19	2725 replace meters		03/06/19	2046.00	.00	CHK			
3190241	02/25/19	2764 Parts		03/06/19	873.80	.00	CHK			
3190262	02/25/19	2770 Parts		03/06/19	3137.92	.00	CHK			
3190400	02/25/19	2802 parts		03/06/19	1195.00	.00	CHK			
3190401	02/25/19	2802 parts		03/06/19	662.74	.00	CHK			
3190445	02/25/19	2823 Parts		03/06/19	1690.60	.00	CHK			
VENDOR TOTAL:					9606.06					
VENDOR: 400 IVY AUTO PARTS										
0206	02/25/19	2821 Repair		03/06/19	210.99	.00	ACH			
0219	02/25/19	2904 Parts		03/06/19	317.54	.00	ACH			
VENDOR TOTAL:					528.53					

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VENDOR: 450 ENVIRO-LABS, INC.												
2880	02/25/19	2847	Oil		03/06/19	69.00	.00	ACH				
2941	02/25/19	2836	supplies		03/06/19	69.00	.00	ACH				
VENDOR TOTAL:						138.00						
VENDOR: 611 4-D CONSTRUCTION INC												
RFP 3 - 2/25/19	02/26/19		0 Pleasant Acres Construction		03/05/19	51198.99	.00	CHK				
VENDOR TOTAL:						51198.99						
VENDOR: 620 G & C SUPPLY CO., INC.												
6722576	02/25/19	2718	Parts		03/06/19	3162.95	.00	ACH				
6723446	02/25/19	2757	Tapping Machine		03/06/19	17272.09	.00	ACH				
6724228, 6724229	02/25/19	2739	Parts		03/06/19	757.00	.00	ACH				
6724621	02/25/19	2768	Parts		03/06/19	1011.35	.00	ACH				
6724742	02/25/19	2718	Machine		03/06/19	138.30	.00	ACH				
6725456, 6725461	02/25/19	2801	supplies		03/06/19	3538.08	.00	ACH				
6725595	02/25/19	2801	parts		03/06/19	47.80	.00	ACH				
VENDOR TOTAL:						25927.57						
VENDOR: 621 EMPIRE TRUCK SALES, LLC												
11475	02/25/19	2819	Service and Repairs		03/06/19	766.06	.00	CHK				
VENDOR TOTAL:						766.06						
VENDOR: 639 GOLDEN TRIANGLE												
3062022019	02/25/19		0 Billing services		03/05/19	64.00	.00	ACH				
VENDOR TOTAL:						64.00						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER												
4449610	02/25/19	2763	Repairs		03/06/19	128.32	.00	CHK				
VENDOR TOTAL:						128.32						
VENDOR: 765 HYDRA SERVICE, INC.												
131934	02/25/19	2842	Pump Rental		03/06/19	7220.50	.00	CHK				
132076	02/25/19	2853	muffler		03/06/19	231.25	.00	CHK				
VENDOR TOTAL:						7451.75						

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VENDOR: 951 INTERSTATE BATTERY												
90289	02/25/19	2903	batteries		03/06/19	229.90	.00	CHK				
VENDOR TOTAL:						229.90						
VENDOR: 1168 LEE'S PRECAST CONCRETE												
120312	02/25/19	2824	Pleasant Acres Project		03/06/19	2690.00	.00	CHK				
120314	02/25/19	2852	Material		03/06/19	309.75	.00	CHK				
20196	02/25/19	2824	Pleasant Acres 2		03/06/19	6995.00	.00	CHK				
VENDOR TOTAL:						9994.75						
VENDOR: 1320 MS RURAL WATER ASSOCIATION												
190007	02/25/19	2778	Waste Water Manuals		03/06/19	70.00	.00	CHK				
VENDOR TOTAL:						70.00						
VENDOR: 1322 MMC MATERIALS, INC.												
559730	02/25/19	2341	concrete		03/06/19	360.00	.00	CHK				
561074	02/25/19	2360	parts		03/06/19	155.00	.00	CHK				
579207	02/25/19	2758	Supplies		03/06/19	124.00	.00	CHK				
582502	02/25/19	2831	Ready Mix		03/06/19	124.00	.00	CHK				
70514,6741,6314	02/25/19	2477	Concrete		03/06/19	1600.00	.00	CHK				
VENDOR TOTAL:						2363.00						
VENDOR: 1335 NETWORKFLEET, INC.												
OSV000001672822	02/25/19	0	Vehicle services-CITY206		03/05/19	454.80	.00	CHK				
VENDOR TOTAL:						454.80						
VENDOR: 1341 MS DEVELOPMENT AUTHORITY												
2/01/19	02/25/19	0	CAP Loan Payments		03/05/19	22011.45	.00	CHK				
VENDOR TOTAL:						22011.45						
VENDOR: 1366 MS CROSS CONNECTION												
29398	02/25/19	2841	CCC Program		03/06/19	278.00	.00	ACH				
VENDOR TOTAL:						278.00						

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VENDOR: 1392 NUNLEY TRUCKING CO, INC.												
25380	02/25/19	2742	Crushing Run		03/06/19	2114.98	.00	CHK				
VENDOR TOTAL:						2114.98						
VENDOR: 1400 NESCO												
2302433	02/25/19	2849	Parts		03/06/19	65.56	.00	ACH				
VENDOR TOTAL:						65.56						
VENDOR: 1531 O'REILLY AUTO PARTS												
463913	02/25/19	2833	Supplies		03/06/19	17.98	.00	CHK				
997-462311	02/25/19	2830	parts		03/06/19	36.98	.00	CHK				
VENDOR TOTAL:						54.96						
VENDOR: 1543 PERMA CORPORATION												
RFP 1 - 1/31/19	02/26/19	0	Roundhouse Rd Construction		03/05/19	125027.12	.00	CHK				
VENDOR TOTAL:						125027.12						
VENDOR: 1550 PLATINUM CHEMICALS INC												
0215	02/25/19	2840	Chemicals		03/06/19	1740.00	.00	CHK				
VENDOR TOTAL:						1740.00						
VENDOR: 1620 POLLAN PROMOS												
5567	02/25/19	2784	Uniforms		03/06/19	265.30	.00	CHK				
VENDOR TOTAL:						265.30						
VENDOR: 1800 RACKLEY OIL, INC.												
0494101	02/25/19	2846	Oil		03/06/19	1088.45	.00	ACH				
VENDOR TOTAL:						1088.45						
VENDOR: 1905 STARKVILLE AUTO PARTS												
187607	02/25/19	2247	New Battery		03/06/19	181.99	.00	CHK				
196220	02/25/19	2640	Vehicle repairs		03/06/19	49.99	.00	CHK				
4753,4762,4786,	02/25/19	2152	Parts		03/06/19	754.24	.00	CHK				
5504,5547,5571	02/25/19	2212	Supplies		03/06/19	221.26	.00	CHK				

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552,575,603,303	02/25/19	2736	Parts		03/06/19	629.94	.00	CHK				
88,97,110,111	02/25/19	2717	Parts		03/06/19	902.92	.00	CHK				
9976,0114,0172	02/25/19	2716	Battery		03/06/19	431.92	.00	CHK				
VENDOR TOTAL:						3172.26						
VENDOR: 1909 STARKVILLE ELEC - UTILITIES												
2/01-2/25/19	02/25/19	0	Utility bills		03/05/19	50752.99	.00	DFT				
VENDOR TOTAL:						50752.99						
VENDOR: 1910 STARKVILLE ELECTRIC DEPT												
14610-0119	02/25/19	0	Due to Elec Dept-146.10		03/05/19	97542.58	.00	ACH				
VENDOR TOTAL:						97542.58						
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY												
42555	02/25/19	2828	Supplies		03/06/19	124.93	.00	ACH				
VENDOR TOTAL:						124.93						
VENDOR: 2009 TERRY STIDHAM CONSTRUCTION												
610651	02/25/19	0	Water line repairs		03/05/19	435.00	.00	ACH				
611050	02/25/19	0	Water meters install		03/05/19	3450.00	.00	ACH				
VENDOR TOTAL:						3885.00						
VENDOR: 2018 TRADE AMERICA												
23108	02/25/19	2834	Supplies		03/06/19	2745.66	.00	ACH				
23138	02/25/19	2834	Supplies		03/06/19	175.33	.00	ACH				
VENDOR TOTAL:						2920.99						
VENDOR: 2033 TRI STARR MUFFLER & BRAKE												
111420	02/25/19	2748	repairs		03/06/19	1435.92	.00	CHK				
VENDOR TOTAL:						1435.92						
VENDOR: 2104 UPS												
24W1X6059,69,79	02/25/19	0	Postage		03/05/19	86.67	.00	CHK				
VENDOR TOTAL:						86.67						

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VENDOR: 2201 WRIGHT CHEMICAL, LLC												
1045	02/25/19	2803	Supplies		03/06/19	1656.00	.00	CHK				
VENDOR TOTAL:						1656.00						
VENDOR: 2202 WAYPOINT ANALYTICAL												
1044321	02/25/19	2799	Analysis		03/06/19	234.00	.00	ACH				
1044393	02/25/19	2799	Analysis		03/06/19	234.00	.00	ACH				
1044409	02/25/19	2704	Analysis		03/06/19	870.00	.00	ACH				
1044503	02/25/19	2799	Analysis		03/06/19	234.00	.00	ACH				
VENDOR TOTAL:						1572.00						
VENDOR: 2203 VACUUM TRUCK SALES & SERVICE												
14210	02/25/19	2781	Repair		03/06/19	4397.00	.00	ACH				
VENDOR TOTAL:						4397.00						
VENDOR: 2221 VOLKERT, INC.												
00201006	02/26/19	0	Engineering-WWTP Biosolids		03/05/19	38640.00	.00	CHK				
00901005	02/26/19	0	Engineering-Dist System Mode		03/05/19	1712.00	.00	CHK				
VENDOR TOTAL:						40352.00						
VENDOR: 2307 WISSCO												
19025	02/25/19	2783	Service		03/06/19	600.00	.00	CHK				
VENDOR TOTAL:						600.00						
VENDOR: 2310 WATERS TRUCK & TRACTOR INC												
157418	02/25/19	2829	Parts		03/06/19	712.98	.00	CHK				
VENDOR TOTAL:						712.98						
VENDOR: 2328 WOFFORD WATER SERVICE INC.												
9058	02/25/19	2724	Chemicals		03/06/19	4639.75	.00	ACH				
VENDOR TOTAL:						4639.75						

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VENDOR: 99009788 NATHAN FLIPPO													
2/25/19	02/25/19		0 Travel expense		03/05/19	109.47	.00	ACH					
VENDOR TOTAL:						109.47							
VENDOR: 99009790 NICK FIORENTINO													
2/25/19	02/25/19		0 Travel expense		03/05/19	103.61	.00	ACH					
VENDOR TOTAL:						103.61							
VENDOR: 99009791 CHARLES JORDAN													
2/25/19	02/25/19		0 CDL License Renewal		03/05/19	60.00	.00	ACH					
VENDOR TOTAL:						60.00							
VENDOR: 99009792 CALVIN YOUNG													
2/25/19	02/26/19		0 CDL License		03/05/19	16.00	.00	ACH					
VENDOR TOTAL:						16.00							
GRAND TOTAL:						514324.16							

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VENDOR: 110 ARKANSAS ELECTRIC										
3922634,635	02/25/19	8522 Materials		03/06/19	28456.88	.00	ACH			
VENDOR TOTAL:					28456.88					
VENDOR: 131 ALTEC INDUSTRIES, INC.										
11089806	02/25/19	8453 Supplies		03/06/19	130.78	.00	ACH			
11107214	02/25/19	8500 Tools		03/06/19	1524.46	.00	ACH			
VENDOR TOTAL:					1655.24					
VENDOR: 139 ACC BUSINESS										
190414881-2/27	02/25/19	0 Internet services		03/05/19	1361.44	.00	ACH			
VENDOR TOTAL:					1361.44					
VENDOR: 146 AT&T										
1737 - 2/09/19	02/25/19	0 Phone/internet bill		03/05/19	44.23	.00	CHK			
VENDOR TOTAL:					44.23					
VENDOR: 170 ASHLEY SLING, INC.										
423803	02/25/19	8471 Parts		03/06/19	456.25	.00	CHK			
VENDOR TOTAL:					456.25					
VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN										
JAN 2019-ADMIN	02/25/19	0 Administrative Fees		03/05/19	9283.89	.00	CHK			
VENDOR TOTAL:					9283.89					
VENDOR: 308 CITY OF STARKVILLE-FUEL ACT										
NOV 18-JAN 19	02/25/19	0 Fuel		03/05/19	7277.26	.00	CHK			
VENDOR TOTAL:					7277.26					
VENDOR: 317 CHRIS MITCHELL MANAGEMENT										
033,034,035	02/25/19	0 TVA Wholesale Rate Analysis		03/05/19	16255.00	.00	ACH			
VENDOR TOTAL:					16255.00					

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VENDOR:	318		CLAYTON VILLAGE MINI STG									
2/19/19	02/25/19		0 Storage unit rental		03/05/19	330.00	.00	ACH				
					VENDOR TOTAL:	330.00						
VENDOR:	496		EAST MISS LUMBER									
A48718	02/25/19		8513 Parts		03/06/19	135.49	.00	CHK				
					VENDOR TOTAL:	135.49						
VENDOR:	691		GATEWAY TIRE&SERVICE CENTER									
104472031	02/25/19		8533 Truck Repairs		03/06/19	236.65	.00	CHK				
					VENDOR TOTAL:	236.65						
VENDOR:	696		GARNER LUMLEY ELECTRIC									
556394	02/25/19		8511 Residential Meters		03/06/19	28608.00	.00	ACH				
					VENDOR TOTAL:	28608.00						
VENDOR:	701		GLENN MACHINE WORKS, INC.									
121884	02/25/19		8542 Equipment rent		03/05/19	1525.00	.00	CHK				
					VENDOR TOTAL:	1525.00						
VENDOR:	721		GOLDEN TRIANGLE SOLID WASTE									
013119	02/25/19		8527 Tibbe Landfill Charges		03/06/19	1122.12	.00	CHK				
					VENDOR TOTAL:	1122.12						
VENDOR:	730		GRESKO UTILITY SUPPLY, INC.									
50015428	02/25/19		8514 Stock Material		03/06/19	7288.50	.00	ACH				
					VENDOR TOTAL:	7288.50						
VENDOR:	809		HOWARD INDUSTRIES, INC.									
248386-774557	02/25/19		8502 LED Street Lights		03/06/19	5900.00	.00	ACH				
					VENDOR TOTAL:	5900.00						

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VENDOR: 907 INDOFF, INC.													
3213012	02/25/19	8524	Office Supplies		03/06/19	72.83	.00	ACH					
VENDOR TOTAL:						72.83							
VENDOR: 912 ITRON, INC.													
510504	02/25/19		0 Hardware & software maintena		03/05/19	984.30	.00	ACH					
VENDOR TOTAL:						984.30							
VENDOR: 1010 JT RAY COMPANY													
190215-0408	02/25/19		0 Copier service		03/05/19	66.00	.00	ACH					
VENDOR TOTAL:						66.00							
VENDOR: 1205 LOWE'S													
10715,10884,8623	02/25/19	8538	Parts		03/05/19	80.91	.00	CHK					
VENDOR TOTAL:						80.91							
VENDOR: 1297 MCI													
4DP90225 - 2/19	02/25/19		0 Phone bill		03/05/19	33.11	.00	CHK					
VENDOR TOTAL:						33.11							
VENDOR: 1305 NEXAIR, LLC													
6652419	02/25/19	8535	Gas Cylinder Rental		03/06/19	47.36	.00	ACH					
VENDOR TOTAL:						47.36							
VENDOR: 1400 NESCO													
S2301999,2303687	02/25/19	8515	Parts		03/06/19	1351.23	.00	ACH					
VENDOR TOTAL:						1351.23							
VENDOR: 1525 OKTIBBEHA CO. CO-OP													
497585,498267	02/25/19	8540	Supplies		03/05/19	100.60	.00	ACH					
VENDOR TOTAL:						100.60							

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VENDOR: 1531 MDR CONSTRUCTION, INC.											
29-23232, 23621	02/25/19	8545	Contractor work		03/05/19	36617.50	.00	ACH			
29-23556, 29-2358	02/25/19	8530	Contractors		03/06/19	34175.00	.00	ACH			
VENDOR TOTAL:						70792.50					
VENDOR: 1536 PALMER'S SERVICE CENTER LLC											
2/25/19 STMT	02/25/19	8547	Repairs		03/05/19	3075.82	.00	ACH			
VENDOR TOTAL:						3075.82					
VENDOR: 1818 UNITED RENTALS, INC.											
943761631	02/25/19	8539	Mthly Equipment Renta		03/06/19	1000.00	.00	ACH			
VENDOR TOTAL:						1000.00					
VENDOR: 1886 SEDC											
25151	02/25/19	0	Billing services		03/05/19	46986.66	.00	ACH			
VENDOR TOTAL:						46986.66					
VENDOR: 1887 S & S LINE SERVICE INC											
2000-2003	02/25/19	0	ROW Clearing		03/05/19	12666.70	.00	ACH			
VENDOR TOTAL:						12666.70					
VENDOR: 1891 S & K DOOR & SPECIALTY CO											
67092	02/25/19	8498	Repair service call		03/05/19	1490.00	.00	CHK			
VENDOR TOTAL:						1490.00					
VENDOR: 1910 STARKVILLE ELEC DEPT											
JAN 2019	02/25/19	0	Utility bills		03/05/19	275.90	.00	DFT			
VENDOR TOTAL:						275.90					
VENDOR: 1925 SCOTT PETROLEUM CORP.											
997316	02/25/19	8496	Fuel		03/06/19	42.00	.00	ACH			
VENDOR TOTAL:						42.00					

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VENDOR:	1940	STUART C.	IRBY									
S011229872.001	02/25/19	8531	Supplies		03/05/19	1566.00	.00	ACH				
					VENDOR TOTAL:	1566.00						
VENDOR:	1945	SULLIVAN'S										
42634, 42779	02/25/19	0	Office supplies		03/05/19	26.35	.00	ACH				
					VENDOR TOTAL:	26.35						
VENDOR:	2018	TRADE AMERICA										
23120,23149,2323	02/25/19	8518	Supplies		03/06/19	857.39	.00	ACH				
					VENDOR TOTAL:	857.39						
VENDOR:	2040	TVPPA EDUCATION & TRAIN.										
30259	02/25/19	0	Education and training		03/05/19	2699.75	.00	ACH				
					VENDOR TOTAL:	2699.75						
VENDOR:	2104	UPS										
12031F059	02/25/19	0	Postage		03/05/19	1.58	.00	CHK				
					VENDOR TOTAL:	1.58						
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.										
344501	02/25/19	8537	Cylinder Rental		03/06/19	50.78	.00	ACH				
					VENDOR TOTAL:	50.78						
VENDOR:	2122	UPCHURCH SERVICES LLC										
134505	02/25/19	0	HVAC Repairs		03/05/19	3738.17	.00	CHK				
					VENDOR TOTAL:	3738.17						
VENDOR:	2300	WALMART COMMUNITY BRC										
2/16/19 STMT	02/25/19	0	Computer supplies		03/05/19	96.26	.00	CHK				
					VENDOR TOTAL:	96.26						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 03/06/19 ACCOUNT 23200

UNPAID INVOICES

PAGE 6
RUN DATE 02/26/19 03:38 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2305 WASTE PRO												
168893	02/25/19	8499	Mthly Fee		03/06/19	437.70	.00	CHK				
VENDOR TOTAL:						437.70						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.												
49122	02/25/19	0	Water		03/05/19	24.50	.00	ACH				
VENDOR TOTAL:						24.50						
GRAND TOTAL:						258500.35						



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 05, 2019
Page: 1

SUBJECT:

Request authorization to advertise for a Lineman in the Starkville Electric Department.

AMOUNT & SOURCE OF FUNDING:

Range of \$37,440.00 (\$18.00 per hour) - \$57,200.00 (\$27.50 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Steven Wade who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a Lineman in the Starkville Electric Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: March 05, 2019

SUBJECT:

Request authorization to hire Karli Stringler as a Digital Media/Communication Specialist Intern for the City of Starkville.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked, not to exceed twenty (20) hours per week at \$10.00 per hour. This position, will not be eligible for benefits.

AUTHORIZATION HISTORY:

This position was previously held by Dallas Brock who resigned.

REQUESTING DEPARTMENT:

Mayor's Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Karli Stringler as a Digital Media/Communication Specialist Intern for the City of Starkville.



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: March 5, 2019
PAGE: 1 of 26

SUBJECT: Consideration of the approval of the facility use agreement with Crosspoint Church for use of the Travis Outlaw Gymnasium.

AMOUNT & SOURCE OF FUNDING: None

FISCAL NOTE:

AUTHORIZATION HISTORY: None

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of the Facility Use Agreement with Crosspoint Church for use of the Travis Outlaw Gymnasium.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation ("City"), by and through its authorized representative, and **CROSSPOINT CHURCH** ("User").

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect from the date of execution until December 31, 2019. The City will permit the User to use the Travis Outlaw Gymnasium, two meeting rooms and the Activities Room, all located at 405 Lynn Lane, Starkville, Mississippi 39759 ("Facility"), for the duration of the agreement, for the purposes of church services. The City and User shall have the option to immediately terminate this Agreement at any time with or without cause with a minimum ninety (90) day notice.

1.02 The schedule of facilities dates and times are subject to change at the discretion of the City. Any changes shall be communicated at least sixty (60) days in advance.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the Agreement:

- (a)** Total fee of \$400 per use, paid on a monthly basis (\$1,600 on months where there are four Sundays, \$2,000 on months where there are five Sundays).

1.04 The User agrees that it will be solely responsible for the following items:

- (a)** Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility.
- (b)** Picking up all litter from Facility, including all meeting rooms, aerobics room and gymnasium, prior to leaving and after each use of the Facility.
- (c)** Paying for all damages related to and arising out of use of the Facility by the User.
- (d)** Installation and removal of the basketball floor cover before and after each use of the Facility.
- (e)** Ensuring all organization representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Maintaining the facility properly to include regular inspection of all structures including doors and windows, replacing air filters and all other necessary maintenance required to keep the facility at a proper temperature, and any other maintenance needed to ensure public safety and proper use of the facility.

(b) Cleaning and stocking of restrooms

(c) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from failure to adhere to these rules.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.09 The User acknowledges decisions regarding facility usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance

coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City before any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

The City will issue key(s) to the User for and during the use of the Facility. The keys shall not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User 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 User. This applies, but is not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User 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.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its members, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted on an annual basis and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User 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 the use of the Facility by the User. 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 User, 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.

ARTICLE X RELEASE

The User hereby 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 User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

CROSSPOINT CHURCH

CITY OF STARKVILLE

By:_____

By:_____

Printed Name:_____

Mayor

Date:_____

Title:_____

Date:_____



NAMED INSURED CROSSPOINT A SOUTHERN BAPTIST CHURCH
POLICY NUMBER 23M5A0411914
POLICY PERIOD 05/01/2018 to 05/01/2021 at 12:01 a.m.

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11MS 4.0).

NAME	LOAN/REFERENCE NUMBER	INTEREST	ADDRESS
Rmr Investment Company LLC, Additional Insured		Crosspoint	PO Box 671 Dyersburg, TN 38025 -0671
City of Starkville, Additional Insured		405 Lynn Lane	110 W Main St Starkville, MS 39759 -2823

*Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.
+ per person limit*



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: March 5, 2019
PAGE: 1 of 9

SUBJECT: Consideration of the approval of the facility use agreement with Swing Elite 11U for use of a baseball field.

AMOUNT & SOURCE OF FUNDING: None

FISCAL NOTE:

AUTHORIZATION HISTORY: None

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of the Facility Use Agreement with Swing Elite 11U for use of a baseball field.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **SWING ELITE 11U**, a non-recreational youth baseball team with players that reside in Starkville, hereinafter referred to as the "User."

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect from the date of execution until December 31, 2019. The City will permit the User to use one field located at McKee Park, address 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the "Facility" for the purposes of team practices. While primary use by the User shall be at the McKee Park, if necessary, other fields or facilities may be used, including fields or facilities at locations other than McKee Park. The City shall have the option to immediately terminate this Agreement with or without cause with a minimum thirty (30) day notice.

1.02 The schedule of facilities dates and times shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

- (a) Fifteen and no/100 Dollars (\$15.00) per player.
- (b) Five and no/100 Dollars (\$5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
- (c) The User shall also pay the City a deposit of two-hundred and fifty and no/100 Dollars (\$250.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

1.04 The User agrees that it will be solely responsible for the following items:

- (a) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility
- (c) Paying for all damages related to and arising out of use of the Facility by the User

(d) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary

(b) Cleaning and stocking of restrooms

(c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the User

(d) General grounds maintenance of Facility and City-installed equipment

(e) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City **before** any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

If necessary, the City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User 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 User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User 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.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. This schedule of activities must include the following information:

- (a) Dates and times of scheduled games and practices
- (b) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (c) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User 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 the use of the Facility by the User. 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 User, 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.

ARTICLE X RELEASE

The User hereby 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 User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

STARKVILLE CHRISTIAN SCHOOL

CITY OF STARKVILLE

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Mayor

Date: _____

CERTIFICATE OF INSURANCE**Issue Date: 1/17/2019**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:

EPIC Brokers

License No. OB29370

P.O.Box 13847

Sacramento CA 95853

888-880-3602 Email: insurance@ussa.com

INSURERS AFFORDING COVERAGE

INSURER A: National Casualty Company

INSURER B: National Casualty Company

INSURER C:

INSURER D:

INSURER E:

Insured:

United States Specialty Sports Association

5800 Stadium Parkway

Melbourne, FL 32940

800-741-3014

Coverages:

This is to certify that 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 certificate 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.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRO0000007639800	1/1/2019	1/1/2020	Each Occurrence \$2,000,000 Damage to Rented Premises(ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XKO0000007639900	1/1/2019	1/1/2020	Each Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

Coverage includes amateur play and practice in the insured sport for : **2019 Swing Elite 11U BBBoys11AAA - [2019-9196402730834]**
Certificate holder shall be an additional insured but only with respect to liability caused by the negligent acts or omissions of the named insured and only with respect to losses resulting from the team / league listed and occurring between the coverage effective date listed below and the policy expiration date.

Certificate Holder:

Coverage Effective Date: 1/17/2019 1:15:00 PM

City of Starkville MS

110 W. Main St.

Starkville MS 39759

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.

Certificate # USSSA-365364-296154

Authorized Representatives:



National Casualty Company

**ENDORSEMENT
NO.** _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO-76398-00	02/11/19	United States Specialty Sports Association	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

☐ Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

- This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
- This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;

c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

☐ Sponsors

☐ Co-Promoters

☒ Any individual person(s) or organization(s) listed below:

City of Starkville MS
its officials, agents, employees, and volunteers
110 W Main St
Starkville, MS 39759

Re: 2019 Swing Elite 11U #365364



AUTHORIZED REPRESENTATIVE

DATE

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

City of Starkville MS
its officials, agents, employees, and volunteers
110 W Main St
Starkville, MS 39759

Re: 2019 Swing Elite 11U #365364

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 03/05/2019
PAGE: 1 of 3**

SUBJECT: Request authorization to purchase 3 new police vehicles at \$82,845.00 from a state contract and to authorize the City Clerk to obtain leasing quotes.

AMOUNT & SOURCE OF FUNDING: 001-000-334-126: Forfeited Funds

FISCAL NOTE:

AUTHORIZATION HISTORY: These vehicles will replace inoperable and / or wrecked vehicles

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION:** R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Approval to purchase 3 new police vehicles at \$82,845.00 from state contract and to authorize the City Clerk to obtain leasing quotes.

KIRK BROTHERS SUNSET CDJR

1463 COMMERCE DRIVE, GRENADA MS 38901

COMMERCIAL SALES DEPARTMENT



2019 DODGE DURANGO PPV

VENDOR FOR STATE CONTRACT NUMBER: 8200042004

Base price	\$ 27,615.00
3.6L V6	INC
AWD POWERTRAIN	INC
8-SPD AUTOMATIC TRANS	INC
MONOTONE PAINT CHOICE	INC
CLOTH LOW-BACK BUCKET SEATS	INC
Tilt/ Cruise	INC
U Connect Bluetooth System	INC
CARPET W/FLOOR MATS	INC
7100 GVW RATING	INC
18" x 8" ALUM WHEELS	INC
REMOTE KEYLESS ENTRY	INC
HEATED OUTSIDE MIRRORS	INC
FOG LAMPS	INC
FULL LENGTH FLOOR CONSOLE	INC
Total Vehicle Price	\$ 27,615.00 27,615.00 3

DEALER ADDED NON- CONTRACT OPTIONS:

SLICKTOP LIGHTING PACKAGE

~~\$ 27,615.00~~ 3

\$ 3,880.00

FRONT INTERIOR DUAL COLOR ALL LED SPLIT VISOR BAR, REAR INTERIOR ALL LED STICK FOR REAR WINDOW W/ TRAFFIC ADVISOR, REMOTE MOUNT SIREN, 2 BLUE GRILLE LIGHTS, 2 BLUE FLASHERS IN TAILLIGHTS, SPEAKER MOUNTED IN GRILLE.

CALL OR SEE:

WES HERRING

601-503-4534

COMMERCIAL SALES DEPARTMENT

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: DODGE DURANGO PPV

VENDOR: Kirk Auto World Inc

ITEM NO.: 071-05-40027-4

MAKE/MODEL Dodge Durango PPV

ENGINE:

PRICE INCLUDING TITLE FEE: \$27,615.00

Miles Per Gallon

City	18
Hwy	25
Combined	21

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

BILLET GREY BLACK GRANITE RED WHITE

ITEM OPTION DEALER OPTION REQ.

List optional engines:

ITEM	CODE	COST	OPTION	REQ.
V8 HEMI	22Z	\$2,666		

NOTE: NO ADDITIONAL OPTIONS ARE ALLOWED ON THIS VEHICLE

Power Windows, Locks
Air Conditioning
Tilt/Cruise
Automatic Transmission
Trailer Tow Group
Skid Plate Group

	INC	
	INC	
	INC	
	INC	
AXH	\$752	
ADL	\$263	

Contract No: 8200042004

Kirk Auto World Inc E-Mail:

1463 Commerce Drive

Grenada, MS 38901

Wes Herring

wes@kirkautomotive.com

Phone: 601-503-4534

Toll Free:

Fax: 662-227-0971



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

AGENDA ITEM NO:
AGENDA DATE: March 5, 2019
PAGE: 1

SUBJECT: Request approval of lowest and best quote from Consolidated Pipe & Supply, for the purchase of a pipe inspection camera (push camera) for the Water Division in the amount of \$8,570.00.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE: 2 Bids Received

Consolidated	\$8,570.00
Subsurface	\$8,970.00

AUTHORIZATION HISTORY

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for awarding the lowest and best quote from Consolidated Pipe & Supply, for the purchase of a push camera for the Water Division in the amount of \$8,570.00.

.

28mm Pipe Inspection Camera System

Effective through December 31, 2017

**SUBSURFACE
INSTRUMENTS, INC**

Premier developer, manufacturer and distributor of high frequency and magnetic locators, PVC pipe detectors, PE Pipe, metallic pipe, cable and custom specialty locators



Camera



Control Box



Cable Wheel



Monitor



Battery



Charger



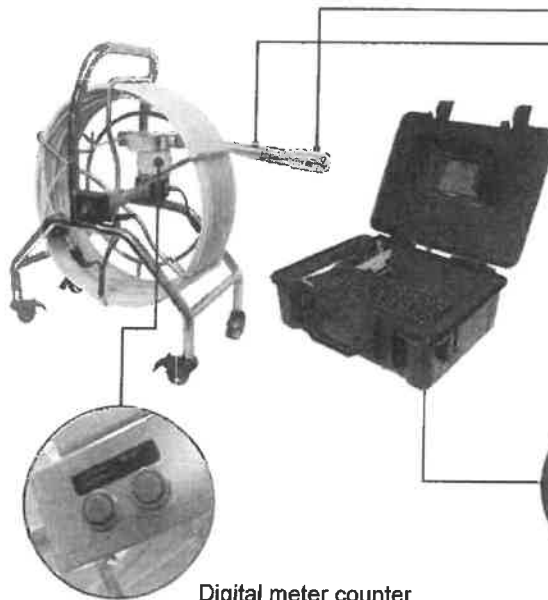
Skids



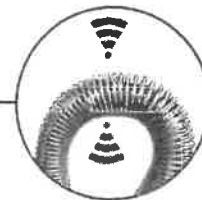
Suitcase



Keyboard



Digital meter counter



512Hz transmitter



28mm camera
12 PCS LEDs
Waterproof IP68



Video recording

Camera Head		Monitor		Control Box	
Camera Size:	ø28mmX268mm	Size:	7inch digital color	Power supply:	12V
Spring length:	ø22.3mmX160mm	Total Pixels:	1440X234	Work current:	200MA
Transmitter:	512Hz	Work current/supply:	250MA / DC12V	Storage medium:	8G SD card(max 32G) SD card reader
Sensor size:	1/4 inch	OSD language:	English	Battery level display	
View angle:	120°	Image reversible		Picture snap & movie record	
Work current/supply:	100MA / DC12V	Model:	16:9&4:3	DVR Total Pixels:	720X576 (D1)
Camera light:	12PCS white LEDs	Sunshade		Movie format:	AVI
Resolution:	PAL: 720X576 NTSC: 720X480	Li-ion Battery		Microphone Audio record	
Glass material:	Sapphire glass	Total Power:	14W	Stereo earphone output	
Shell material:	Stainless steel	Charge time:	5hours	Keyboard	
Cable Wheel		Protective voltage:	8.1V	Size:	220X118X18mm
Cable size:	460(L)X270(W)X560(H)	Work time:	≥260minutes	Language:	English
Wire material:	Fiberglass rod	Suitcase		Interface:	USB
Wire length:	60m(Max 80m)	size	L460XW370XH180mm	Text Edit Line:	PAL 27letter 14line NTSC 27letter 12line
Wire diameter:	ø7.0mm	Material:	Engineering plastics	Max Edit Page:	4pages
Wheel material:	Stainless steel	Charger		Skids	
Meter counter & handle-brake		Input:	AC100-240V~50/60Hz	Skid -1	ø40mm
Fiberglass color:	Yellow	Output:	DC 12V/1000MA	Skid -2	ø90mm
Wheel size:	L88XW39XH62mm	DC plug diameter:	2.1mm		

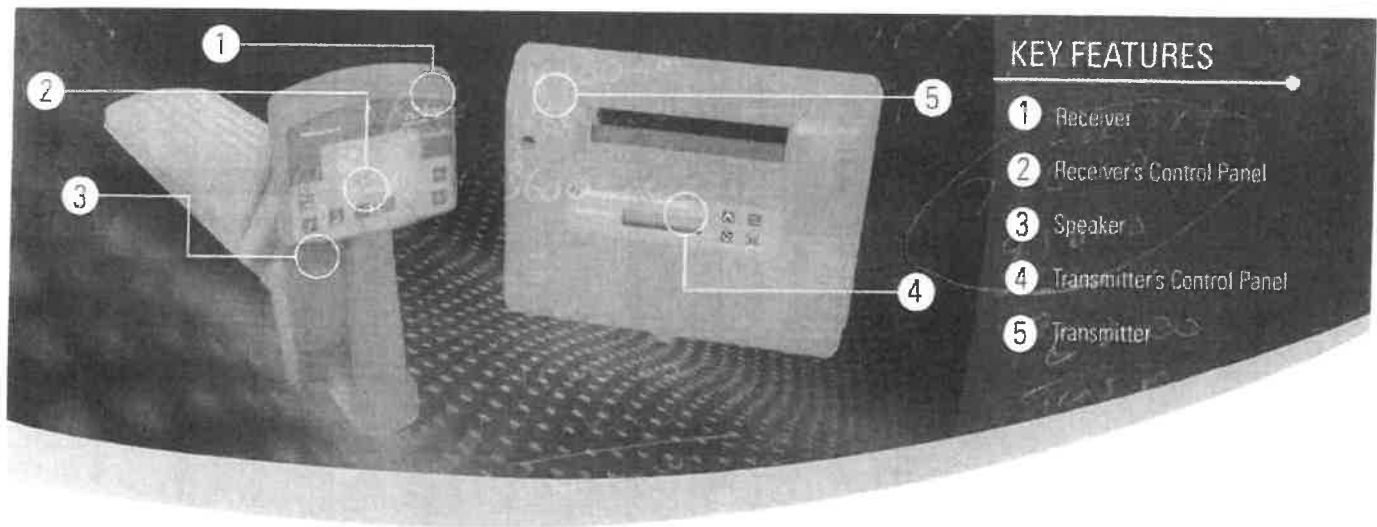
Updated 04/19/2017



SubSurface Instruments, Inc. | 1230 Flightway Drive, De Pere, WI 54115
toll free: 855.422.6346 Website: www.ssilocators.com email: info@ssilocators.com



PL-2000 MULTI-FREQUENCY PIPE & CABLE LOCATOR



KEY FEATURES

- 1 Receiver
- 2 Receiver's Control Panel
- 3 Speaker
- 4 Transmitter's Control Panel
- 5 Transmitter

FEATURES

- ▷ The PL-2000 Low Transmitter has 3.0 watts power output in the Direct Connection Mode, allowing locates for much longer distances than the lower power typical in other transmitters.
- ▷ The light-weight, balanced PL-2000 Receiver, offers 4 different operating modes: "Peak" mode, for the most accurate locates and for depth measurement; "Null" mode, for fast, easy tracking; "Dist" mode, for even longer distances; "Sonde" mode, for locating sewer sondes and measuring their depths.
- ▷ The PL-2000 has 3 "active" frequencies at 512 Hz, 8.125 kHz, and 26.725kHz; plus 2 "passive" frequencies at 50/60 Hz (current flowing A/C) and Radio (15 kHz - 25 kHz).
- ▷ Simultaneously transmit all 8.125 kHz, 26.725 kHz, and .5kHz in the "Mix" mode in the Transmitter.
- ▷ Detects poor "ground" conductivity at the Transmitter in the Direct Connection operating mode.
- ▷ Current measurement in the depth function indicates if the measured depths are correct for congested utilities.
- ▷ "Auto Off" functions in both the Transmitter and Receiver shut off their operations after a set time period if they are accidentally left "On".



Includes:

- ▷ Padded Carrying Case
- ▷ Ground Stake
- ▷ Direct Connection Cables
- ▷ Instruction Manual

SPECIFICATIONS

TRANSMITTER

- ▷ FREQUENCY: 26.725 kHz, 8.125 kHz, and 512 Hz
- ▷ OUTPUT POWER: 0.5 watts Inductive Mode
3.0 watts Direct Mode
- ▷ TRANSMITTING MODE: Continuous Wave (non-modulating)
- ▷ ANTENNA: Single Coil Antenna
- ▷ POWER SUPPLY: DC 12-volts (8 "D" batteries or external 12-v battery)
- ▷ BATTERY LIFE: 20 hours Typical (Alkaline)
8 hours at Max Power
- ▷ WEIGHT: 5.5 lbs (2.49 Kg)
- ▷ SIZE: 11"w x 9.5"h x 4.1"d

RECEIVER

- ▷ FREQUENCY: 26.725 kHz, 8.125 kHz, and 512 Hz
- ▷ OUTPUT POWER: 0.5 watts Inductive Mode
3.0 watts Direct Mode
- ▷ TRANSMITTING MODE: Continuous Wave (non-modulating)
"Radio" mode: 15 kHz - 25 kHz
"Live Cable" mode: 50/60 Hz AC
- ▷ OPERATING MODES: "Peak", "Null", "Dist", and "Sonde"
- ▷ POWER SUPPLY: DC 9 Volts (6 "AA" batteries)
- ▷ BATTERY LIFE: 8 hours Continuous (Alkaline)
- ▷ WEIGHT: 4.4 lb (2.04 Kg)
- ▷ SIZE: 5.2"w x 11"h x 24"L

Rev. 05/08/2017



SubSurface Instruments, Inc. | 1230 Flightway Drive, De Pere, WI. 54115
toll free: 855.422.6346 | Website: www.ssilocators.com | email: info@ssilocators.com





MAGNETIC LOCATORS
PIPE & CABLE LOCATORS
UNDERWATER GRADIOMETERS
ALL MATERIALS LOCATOR
PIPE INSPECTION CAMERAS
GROUND FAULT LOCATORS

Attn: Nick Fiorentino

Starkville Utilities
200 North Lafayette Street
Starkville, MS 39759

Description & Price:

One- SubSurface Instruments model PL2000 pipe/cable locator includes 3 years warranty, carry case, training & shipping Price @ \$3975.00

One- SubSurface Instruments model IC-28 inspection camera which has video & still pictures recording on a supplied SD card for playback per the supplied SD/flash drive adapter into your computer. Weather proof hard case. One- 60 meter reel stand with 7 mm fiberglass rod diameter. Price @ \$4995.00 includes training & shipping

This price quote is valid until February 28, 2019

Don Hager
Regional Sales Manager
don.hager@ssilocators.com
Cell # 580-370-5319



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

AGENDA ITEM NO:
AGENDA DATE: March 5, 2019
PAGE: 1

SUBJECT: Request approval of lowest and best quote from Lewis Electric INC, for the construction of South Montgomery at Academy Road traffic signal renovations in the amount of \$97,600.00

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE: 2 Bids Received

Lewis	\$97,600.00
Webster	\$106,702.50

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for awarding the lowest and best quote from Lewis Electric INC, for the construction of South Montgomery at Academy Road traffic signal renovations in the amount of \$97,600.00.

NOTICE OF AWARD

DATE: March 5, 2019

PROJECT NO.: 101E3122

TO: Lewis Electric, Inc.
P.O. Box 320337
Flowood, Mississippi 39232-0337

PROJECT: Construction of South Montgomery at
Academy Road Traffic Signal Renovations
Starkville, Mississippi

You are notified that your Bid dated **February 21, 2019** for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for **Construction of South Montgomery at Academy Road Traffic Signal Renovations**. The Contract Price is **Ninety Seven Thousand Six Hundred Dollars and 00/100 Cents (\$97,600.00)**.

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, March 19, 2019.

1. You must deliver to the ENGINEER three (3) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on page 00500-2.
2. You must deliver with the executed Agreement the Performance and Payment Bonds specified in the Instruction to Bidders and the General Conditions (paragraph 11.4). These Bonds shall be in the form as required by Section 00600 of the Contract. The Contract Bonds must be in an initial amount of \$97,600.00 which is the Contract Price.
3. Within thirty (30) days of this date of Notice of Award you must deliver three (3) copies of the Certificates of Insurance required by Section 00650 of the Contract.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

STARKVILLE UTILITIES

BY: _____

TITLE: _____

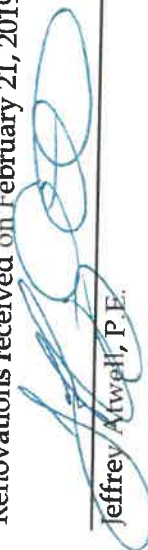
**STARKVILLE UTILITIES
STARKVILLE, MS**

TABULATION OF BIDS

**CONSTRUCTION OF SOUTH MONTGOMERY AT ACADEMY ROAD TRAFFIC SIGNAL RENOVATIONS
AG PROJECT #101E3122**

BIDDER	CERTIFICATE OF RESPONSIBILITY	ADDENDUM #1 ACKNOWLEDGED	BID BOND	BID AMOUNT
Lewis Electric, Inc.	09431	Yes	5%, The Hanover Insurance Company	\$97,600.00
Webster Electric Company, Inc.	12259-MC	Yes	5%, Berkley Insurance Company	\$106,702.50

I hereby certify that this is a true and correct tabulation of the bids for Construction of South Montgomery at Academy Road Traffic Signal Renovations received on February 21, 2019.


 Jeffrey Atwell, P.E.





February 21, 2019

Mr. Terry Kemp, P.E.
General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: Construction of South Montgomery at Academy Road Traffic Signal Renovations
Starkville, Mississippi

Terry,

Please find enclosed a certified tabulation of bids received for Construction of South Montgomery at Academy Road Traffic Signal Renovations received by Starkville Utilities on February 21, 2019. Lewis Electric, Inc. provided the lowest bid of two (2) bids received in the amount of \$97,600.00. I recommend that Starkville Utilities award the contract for Construction of South Montgomery at Academy Road Traffic Signal Renovations to Lewis Electric, Inc.

I have also attached a copy of the "Notice of Award" for this Project. Should the Board choose to approve the Project, please have the proper person execute the Notice of Award and email me back a copy of the Notice of Award.

As soon as I receive the executed copies of the "Notice of Award", I will forward a copy of the "Notice of Award" along with the "Contracts for Construction" to the contractor for execution by his company.

In the meantime, feel free to contact me if you have any questions.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell
Jeffrey Atwell, P.E.
President

Enclosures

cc: File P/N 101E3122



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

AGENDA ITEM NO:
AGENDA DATE: March 5, 2019
PAGE: 1

SUBJECT: Request approval of lowest and best quote from Wren Body Work for the purchase of a truck utility bed for the Water Division in the amount of \$8,467.72.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

FISCAL NOTE: 2 Bids Received

Wren	\$8,467.42
H & H	\$8,900.00

AUTHORIZATION HISTORY

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for awarding the lowest and best quote from Wren Body Work for the purchase of a truck utility bed for the Water Division in the amount of \$8,467.72.



Wren Body Works, LLC

32722 Hwy 45 North
Okolona, MS 38860

Quote

Date	Quote #
2/6/2019	16928

Name / Address	Ship To
Starkville Utilities P O Box 927 Starkville, MS 39760-0927	

Qty	Item	Description	Unit Price	Total
1	JOB	RE: 2019 F-250 56" CA Furnish & Install - RKI L5680 Service body 96" long x 80" wide with 14 1/2" compartment depth and 51" load area. , 8" deep treadplate bumper, Frame mounted receiver hitch, prime and paint body with Sherwin Williams Genesis M white paint	7,035.05	7,035.05
1	JOB	Relocate backup camera to service body	125.00	125.00
1	JOB	Furnish & install Kargo Master ladder rack, Black 78010-70020	1,307.67	1,307.67

Thank you for your business.	Subtotal	\$8,467.72
	Sales Tax (0.0%)	\$0.00
	Total	\$8,467.72

Phone #	Fax #	Web Site
662-256-2028	662-256-7572	wrenbodyworks.com

Neil Turnage
Wren Body Works, LLC.



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

AGENDA ITEM NO:
AGENDA DATE: March 5, 2019
PAGE: 1

SUBJECT: Request approval of lowest and best quote from Forterra Pipe & Precast for Phase II of the approved Pleasant Acres manhole material purchase in the amount of \$5,490.98.

AMOUNT & SOURCE OF FUNDING: 2019 Budget

<u>FISCAL NOTE:</u> Quotes received:	Forterra	\$5,490.98
	Lee's	\$6,166.00

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for awarding the lowest and best quote from Forterra Pipe & Precast for Phase II of the approved Pleasant Acres manhole material purchase in the amount of \$5,490.98.



Forterra Pipe & Precast

Date February 27, 2019
Quote No. 19022711220719
Project Pleasant Acres Manholes
STARKVILLE, MS
OKTIBBEHA County

Bid Date 02/27/2019
Plan Date
Engineer CLEARWATER CONSULTANTS

Contractor

We are pleased to quote the following on the above project. Prices are committed on this project only and are subject to change after 15 days from bid date.

Sanitary Structures

Description	Quantity	Unit Price	Ext Price
(4) (\$5,490.98)			
48" Diameter (5" wall, 6" base) With: 24" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, EJ V-1115 Ring & Cover, boots and steps (1, 2, 3, 4)	4 EA	\$1,372.74	\$5,490.98
Sanitary Quote Total			\$5,490.98

Quote Total \$5,490.98

Subject to State, County & Local Taxes.
F.O.B.: Jobsite.
Above prices based on truckload quantities.
Net 30 days

Wess Laughlin
Office: (769) 216-9829
Cell: (769) 216-9829

TERMS AND CONDITIONS OF SALE

Any sale of goods is subject to the Limited Warranty and Remedies set forth below and Forterra's other General terms and Conditions of Sale. Any contrary provision in any purchase order or other document of customer is rejected.

Unless otherwise agreed upon, custom items will be billed in full 60 days after manufacture; these items will be discarded after 90 days at an additional 20% disposal fee.

LIMITED WARRANTY AND REMEDIES

Forterra warrants that, at the time of delivery, the goods sold will conform to the applicable specifications set forth in the Quotation, Acknowledgement of Order, or other sales document signed by Forterra. **FORTERRA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.** If the goods fail to conform, at time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and Forterra's entire liability will be, at Forterra's election, (i) the repair or replacement by Forterra within a reasonable time of the non-conforming goods, f.o.b. Forterra's plant, or (ii) the refund of the price paid for the non-conforming goods, and in either case only if Forterra receives written notice of the defect or non-conformance within 30 days of the date of delivery of the non-conforming goods. **FORTERRA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Forterra's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.



Estimate

Date	Estimate #
2/26/2019	17566

20578 Egypt Rd.
Aberdeen, MS 39730
PH: 662-369-8935

Name / Address
Starkville Utilities PO Box 927 Starkville, MS 39759



P.O. No.	Terms	Rep	Project
	Net 30	WH	

Qty	Item	Description	Rate	Total
		Project: Pleasant Acres - Phase 3 (Starkville, MS)		
1	Manholes	48" ID Precast "Sanitary" MH (Ht. 0' - 6') w/ 70" Dia Base, Penetron-RP Admixture, Steps 16" O.C. from Bottom	728.00	728.00
2	Manholes	48" ID Precast "Sanitary" MH (Ht. 6' - 8') w/ 70" Dia Base, Penetron-RP Admixture, Steps 16" O.C. from Bottom	908.00	1,816.00
1	Manholes	48" ID Precast "Sanitary" MH (Ht. 12' - 14') w/ 70" Dia Base, Penetron-RP Admixture, Steps 16" O.C. from Bottom	1,448.00	1,448.00
4	48TCI	Tru-Contour Poured Invert	125.00	500.00
6	QL-08	8" Boot Connector	49.00	294.00
4	Castings	V-1600-3 Ring & Cover	345.00	1,380.00
0	Notes	Prices are F.O.B. job site. Product to be shipped truckload quantity by LPCI and unloaded by contractor or owner on site. NO applicable taxes are included in this estimate. ALL PRICES ARE BASED UPON APPROVED DRAWINGS / SUBMITTALS. ALL RETURNED INVENTORY ITEMS ARE SUBJECT TO RE-STOCK FEE. NON-INVENTORY ITEMS WILL NOT BE ACCEPTED.	0.00	0.00
Quote prices are good 30 Days from estimate date. Estimate total will change if quantities change.			Total	\$6,166.00



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

AGENDA ITEM NO:
AGENDA DATE: March 5, 2019
PAGE: 1

SUBJECT: Request approval of a Resolution to Rescind A Joint Sewer Billing And Disconnection Agreement with the Oktoc Community Water Association.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133 or Chris Latimer

SUGGESTED MOTION:

Move approval of a Resolution to rescind a joint sewer billing and disconnection agreement with the Oktoc Community Water Association.

**A RESOLUTION BY THE CITY OF STARKVILLE BOARD OF ALDERMEN TO
RESCIND A JOINT SEWER BILLING AND DISCONNECTION AGREEMENT WITH
THE OKTOC COMMUNITY WATER ASSOCIATION**

WHEREAS, on May 16, 2017, The City of Starkville (“City”) and the Oktoc Community Water Association (“OCWA”) executed a joint billing and disconnection agreement (“Agreement”) for sewer services provided by the City in the OCWA’s certificated area; and

WHEREAS, the OCWA and the City have subsequently filed a joint petition to cancel a portion of the OCWA’s certificated area with the Mississippi Public Service Commission (“PSC”); and

WHEREAS, the OCWA was willing to cancel said portion of their certificated area to be served by the City under the condition that the aforesaid Agreement be rescinded by the City; and

WHEREAS, the PSC issued an Order, effective February 26, 2019, cancelling said portion of OCWA’s certificated area.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE that the joint sewer billing and disconnection Agreement executed by the City of Starkville and the Oktoc Community Water Association, dated May 16, 2017, is hereby rescinded and rendered null and void.

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

Alderman Ben Carver	Voted: _____
Alderman Sandra Sistrunk	Voted: _____
Alderman David Little	Voted: _____
Alderman Jason Walker	Voted: _____
Alderman Patrick Miller	Voted: _____
Alderman Roy A.’ Perkins	Voted: _____
Alderman Henry Vaughn	Voted: _____

The measure having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and adopted this day of March 5, 2019.

D. Lynn Spruill
Mayor, City of Starkville, MS

Attested:

**BEFORE THE PUBLIC SERVICE COMMISSION
OF
THE STATE OF MISSISSIPPI**

OKTOC COMMUNITY WATER ASSN., INC.
WA003038000

DOCKET NO. 2018-UA-155

IN RE: JOINT APPLICATION OF THE OKTOC COMMUNITY WATER ASSOCIATION AND THE CITY OF STARKVILLE, MISSISSIPPI, TO CANCEL A PORTION OF THE OKTOC WATER ASSOCIATION'S CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO BE SERVED BY THE CITY OF STARKVILLE IN A SPECIFIED AREA OF OKTIBBEHA COUNTY, MISSISSIPPI

**RECOMMENDED ORDER CANCELING A PORTION OF CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY**

THIS DAY, there came on for consideration the Joint Petition filed by Oktoc Community Water Association, Inc., ("Oktoc") and the City of Starkville, Mississippi, ("Starkville") (collectively "Joint Petitioners"), requesting the cancellation of a portion of Oktoc's Certificate of Public Convenience and Necessity ("Certificate") so that Starkville may provide water service to this portion of Oktoc's Certificated Area, which Certificated Area is located in Oktibbeha County, Mississippi. The Mississippi Public Service Commission ("the Commission"), being fully apprised in the premises and having considered the entire record before it, and upon the recommendation of the Public Utilities Staff, finds, as follows:

(1) On August 17, 2018, the Joint Petitioners filed a Petition seeking approval from the Commission of the cancellation of a portion of Oktoc's Certificate, as previously issued in Docket No. 1968-UA-1751. Starkville desires to be the water provider to this area.

(2) On January 14, 2019, the Joint Petitioners filed, in this Docket, a revised legal description, which supersedes its previously filed legal description.

(3) Oktoc was granted a Certificate, in Docket No. 1968-UA-1751, to provide water service to a specified area of Oktibbeha County, Mississippi. A portion of this Certificate includes the Certificated Area requested to be canceled herein by the Joint Petitioners, which Certificated Area is fully described in attached Exhibit “A”. Exhibit “A” is incorporated herein and made a part hereof, as though fully written in the body of this Order.

(4) The Commission further takes administrative notice of its Final Order that was issued in Docket No. 1968-UA-1751. Except for the Certificated Area described in attached Exhibit “A”, all remaining certificated areas, currently held by Oktoc and described in the Commission’s Final Order issued in Docket No. 1968-UA-1751, are unaffected by the proposed cancellation.

(5) Starkville currently operates as a municipally owned and operated public utility furnishing water service to the public, for compensation, in its Certificated Area. Starkville desires to construct, operate and maintain a water system to serve the portion of Oktoc’s Certificate issued in Docket No. 1968-UA-1751, which area is fully described, *supra*.

(6) The Joint Petitioners represent: 1) that the Certificated Area lies, in its entirety, within one-mile of the corporate limits of Starkville; 2) Oktoc is currently serving only one customer (Faith Baptist Church) in this Certificated Area; and 3) Oktoc has not collected a deposit from this sole customer.

(7) Oktoc has furnished notice to its sole customer in the Certificated Area, at issue herein, which notice is on file in the record herein. Further notice of the filing at hand, was provided, via publication, in newspapers of general circulation: the *Starkville Daily News*, in Starkville, Mississippi, on August 23, 2018; and *The Clarion-Ledger*, in Jackson, Mississippi, on September 19, 2018. In addition to publication, all interested persons, as defined by RP 2.115 of

the Commission's *Public Utilities Rules of Practice and Procedure*, were provided notice of the filing. No interventions have been filed in this Docket and none have been granted by the Commission.

(8) On February 5, 2019, the Commission referred this matter to its Chairman, Brandon Presley, for hearing, report and recommendation of an appropriate Order, or other necessary action, pursuant to Miss.Code Ann §77-3-40(6). The Commission finds, in light of the fact that the current case is unopposed, that an evidentiary hearing is not necessary; thus, it will decide this matter based upon the paper record of this Docket. This Recommended Order is issued pursuant thereto.

(9) The Commission finds that Starkville has agreed to provide water service to the area at issue. Starkville is found to be ready, willing, fit and able to serve the area with water service. The Joint Petition is well-taken. The proposed partial cancellation of a portion of Oktoc's Certificate, issued in Docket 1968-UA-1751, as more fully described in attached Exhibit "A", is found to be in the present and future public interest, convenience and necessity.

IT IS THEREFORE ORDERED, that the portion of the Certificate issued in Docket No. 1968-UA-1751 to Oktoc, which is fully described in attached Exhibit "A" of this Order, is hereby cancelled. Starkville shall provide water service to all persons within this Certificated Area.

IT IS FURTHER ORDERED, that the Joint Petitioners may, within fifteen (15) days from the date of entry of this Recommended Order, file exceptions to this Recommended Order for the review of the full Commission in accordance with Miss. Code Ann. §77-3-40. If exceptions are not timely filed, this Recommended Order shall then become the Order of the Commission.

IT IS FURTHER ORDERED, that this Order shall be deemed issued on the date it is served upon the parties herein by the Executive Secretary of this Commission who shall note the service date in the file of this Docket.

DATED this the 11 day of February 2019.

MISSISSIPPI PUBLIC SERVICE COMMISSION



BRANDON PRESLEY, CHAIRMAN



ATTEST: A TRUE COPY



KATHERINE COLLIER, Executive Secretary

Effective this the 11th day of February 2019.

**LEGAL DESCRIPTION OF THE OKTOC COMMUNITY WATER ASSOCIATION
CERTIFICATED AREA TO BE CANCELLED**

Commencing at the Northwest corner of the Southwest Quarter of Section 23, Township 18 North, Range 14 East, Oktibbeha County, Mississippi and being the **POINT OF BEGINNING**;
proceed South for 2,640 feet to the Southwest corner of Section 23;
thence East for 3,960 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 23;
thence North for 1,320 feet to the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 23;
thence West for 2,640 feet to the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 23;
thence North for 1,320 feet to the North boundary of the Southwest Quarter of Section 23;
thence West along the North boundary of the Southwest Quarter of Section 23 for 1,320 feet to the **POINT OF BEGINNING**;
Containing 160 acres more or less.

FILED

JAN 14 2019

**MISS. PUBLIC SERVICE
COMMISSION**

2018-UA-155

"Revised Legal Description"

Revision date: 1/2/2019

Replaces legal descriptions in Paragraph 3 and Exhibits A and B



AGREEMENT

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This Agreement made and entered into on this the 16th day of May, 2017, by and between the **City of Starkville, Mississippi**, a municipal corporation, hereinafter referred to as "City" and the **Oktoc Water Association** a Mississippi non-profit corporation permitted by the Mississippi Public Service Commission to operate a water distribution system in Oktibbeha County, Mississippi, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, the City's ordinance requires that sewer services provided outside its boundaries be covered by an agreement with the water provider that enables the disconnection of water service in the event of non-payment of sewer bills, with said agreement having an initial term of twenty (20) years;

WHEREAS, access to a municipal sewer collection and treatment system allows the development of smaller residential lots, increases customer density and spreads the Association's fixed cost over a higher customer base and is beneficial to the Association.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1.0 COMMENCEMENT, SCOPE, MODIFICATION and TERM

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

2.0 METER READINGS AND DISCONNECTION OF WATER SERVICE

The Association agrees to provide monthly water meter readings to the City in an electronic format that is compatible with the City's billing services provider such that the City can generate sewer bills without the need for manual data entry. Any cost required to develop a compatible electronic format shall be borne by the Association.

Upon notification to the Association by the City of nonpayment for sewer service, The Association shall disconnect water service until notified by the City that the account is current.

The City shall assess and retain late fees associated with delinquent sewage accounts in accordance with its policies.

The Association shall assess and retain all disconnection and reconnection fees associated with water service in accordance with its policies.

Either party's failure to adhere to the terms of this agreement provides grounds for default following written notice and a 60-day time period to cure.

3.0 CUSTOMER APPLICATIONS FOR SERVICE

Upon application to the Association to establish water services as covered by the scope of this Agreement, the Association shall advise said applicants that water service shall not be turned on until they have made application for sewer service with the City and the applicable documentation is returned to the Association indicating that the sewer service application has been completed.

4.0 TERMINATION OF SERVICES

When a customer covered by the scope of this Agreement terminates water service, the Association shall electronically transmit a copy of the termination document to the City along with the final water meter reading within thirty (30) days of the date of the request for termination of service.

5.0 COMMENCEMENT

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

6.0 SUCCESSORS OR ASSIGNS

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

7.0 CONSTRUCTION OF THIS AGREEMENT

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

8.0 DEFAULT

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

9.0 AUDITS AND INSPECTION OF RECORDS

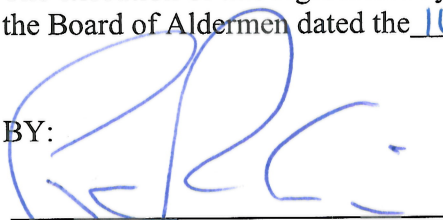
The Association shall permit the City to inspect the Association's metering equipment only for those City of Starkville sewer customers served by this agreement for auditing purposes. Where discrepancies between actual and reported meter readings are not attributable to consumption since the prior billing cycle are discovered by the City, the Association agrees to correct said discrepancies within sixty (60) days of notification by the City.

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

THE CITY OF STARKVILLE

The execution of this Agreement by the City is recorded in the minutes of a meeting of the Board of Aldermen dated the 16th day of May, 2017.

BY:



Parker Wiseman, Mayor

ATTEST:

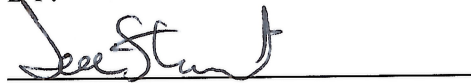


Lesa Hardin, City Clerk

OKTOC WATER ASSOCIATION

The execution of this Agreement by the Association is recorded in the minutes of a meeting of the executive Board dated the 16th day of May, 2017.

BY:

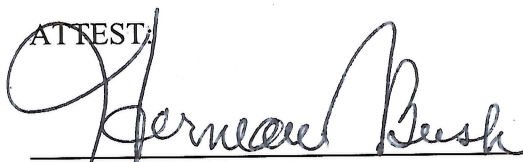


President

Joe Stewart

Printed Name

ATTEST:



Vice President

Herman Bush

Printed Name

Kevin Cane
Board Member

KEVIN CANE
Printed Name

Debbie Barnett
Board Member

Debbie Barnett
Printed Name

Board Member

Printed Name