



# **OFFICIAL ELECTRONIC PACKET**

**CITY OF STARKVILLE, MISSISSIPPI  
March 19, 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**

RECESS MEETING OF TUESDAY, MARCH 19, 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 19, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MARCH 1, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

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

**V. ANNOUNCEMENTS AND COMMENTS**

**A. MAYOR'S COMMENTS:**

Recognition of Starkville High 6A State Boys Basketball Championship  
New Employee Introductions: Utilities and Engineering: Chris Black – Engineering Inspector  
Police Officers: Jeremy Fortney and Matthew Lasker

**B. BOARD OF ALDERMEN COMMENTS:**

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

A. PRESENTATION OF BILL NASH AWARD TO KEEP STARKVILLE BEAUTIFUL BY KEEP AMERICA BEAUTIFUL PROGRAM.

B. FISCAL YEAR 9/30/18 AUDIT PRESENTATION BY RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD, PLLC.

**VIII. PUBLIC HEARING**

**IX. MAYOR'S BUSINESS**

A. CONSIDERATION OF RESOLUTION OF REGISTRATION WITH MISSISSIPPI DEPARTMENT OF SURPLUS.

B. CONSIDERATION OF RENTAL OF A SANITATION GARBAGE TRUCK AND / OR FRONT END LOADER IF NEEDED.

C. CONSIDERATION OF ADVERTISING FOR TWO SANITATION GARBAGE TRUCKS AND A FRONT END LOADER.

X. **BOARD BUSINESS**

A. UPDATE ON THE PARKS PROGRAMS AND GRANTS

XI. **DEPARTMENT BUSINESS**

A. AIRPORT

1. REQUEST APPROVAL TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND CIRCLE S AVIATION, LLC FOR USE OF PARTIAL AREA OF THE SOUTH HANGAR LOCATED ON GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

2. PLANNING

- a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2019 COTTON DISTRICT ARTS FESTIVAL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES TO BE HELD ON APRIL 13, 2019.
- b. CONSIDERATION OF LW 19-02 A REQUEST FOR LANDSCAPE WAIVER FROM PERIMETER PARKING LANDSCAPE REQUIREMENTS AT 602 HIGHWAY 12 EAST (CHICKEN SALAD CHICK) IN A C-2 ZONE WITH THE PARCEL NUMBER 102H-00-178.00 WITH ONE CONDITION.

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ENGINEERING

1. AUTHORIZATION FOR CODY BURNETT TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE SPRING 2019 SEMESTER TO TAKE MASTER'S LEVEL COURSES IN CIVIL ENGINEERING WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$2,200.00.
2. CONSIDERATION OF ACCEPTANCE OF THE LOWEST AND BEST BID OF \$133,136.20 FOR THE 2019 ROADWAY BASE AND RESURFACING PROGRAM - PROJECT NO. 18036 FROM KIMES AND STONE CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT.

#### E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 12, 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. ACCEPTANCE OF THE FEBRUARY 2019 FINANCIAL STATEMENTS.

#### F. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

#### G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A METERING INFRASTRUCTURE ADMINISTRATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE ALLISON STORY AS A PART-TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

#### H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

#### I. PARKS

1. CONSIDERATION OF APPROVAL OF A LEASE PURCHASE QUOTE FROM BANK FIRST LEASING, LLC OVER FOUR YEARS AT 3.49% INTEREST FOR THE LEASE PURCHASE OF A JOHN DEERE 9009 TERRAIN CUT MOWER TO BE USED BY STARKVILLE PARK AND RECREATION DEPT.
2. CONSENT TO APPLY FOR \$149,000 RECREATIONAL TRAILS GRANT PROGRAM THROUGH MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS WITH A 20% CITY MATCH.

3. REQUEST PERMISSION TO ACCEPT A NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA)/WAL-MART FOUNDATION INCREASING ACCESS TO HEALTHY FOODS PEER MENTOR GRANT FOR THE AMOUNT OF \$10,000.00, AND APPROVAL FOR THE MAYOR TO SIGN THE REQUIRED MEMORANDUM OF UNDERSTANDING BETWEEN NRPA AND THE CITY OF STARKVILLE.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2019 SUMMER EDUCATIONAL CONFERENCE, IN BILOXI, MS ON JUNE 24-28, 2019, TO BE REIMBURSED THROUGH THE POLICE CHIEF'S ASSOCIATION.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR ONCE A MONTH AND TWICE A MONTH CLEANING FOR POLICE DEPARTMENT BUILDING.

K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL FOR TERRY KEMP OF STARKVILLE UTILITIES TO TRAVEL TO ASHEVILLE, NC TO ATTEND THE TVPPA ANNUAL CONFERENCE MAY 20-22, 2019 AT A COST TO BE NO MORE THAN \$1,800.00.
2. REQUEST APPROVAL OF PROPOSED APPALACHIAN REGIONAL COMMISSION (ARC) GRANT APPLICATION & SELECTION PROCESS FOR ENGINEERING SERVICES

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

A. PENDING LITIGATION

XV. **OPEN SESSION**

XVI. **ADJOURN UNTIL APRIL 2, 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: 3-19-19**  
**PAGE: 1 of 47**

**SUBJECT:** Request approval of the minutes of the February 19, 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

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**SUGGESTED MOTION:** Approval of the minutes of the February 19, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF STARKVILLE, MISSISSIPPI  
February 19, 2019**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on February 19, 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, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Alderman Jason Walker was absent. Attending the Board were Deputy City Clerk Lashonda Wilson 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:**

Dr. Simon Kim was unable to attend due to flight difficulties and will be rescheduled.

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

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

Alderman Little offered a motion, duly seconded by Alderman Carver, to approve the February 19, 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: Absent |
| Alderman Patrick Miller    | Voted: Yea    |
| Alderman Roy A'. Perkins   | Voted: Yea    |
| Alderman Henry Vaughn, Sr. | Voted: Yea    |

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

**OFFICIAL AGENDA OF  
THE MAYOR AND BOARD OF ALDERMEN  
OF THE  
CITY OF STARKVILLE, MISSISSIPPI  
RECESS MEETING OF TUESDAY, FEBRUARY 19, 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 29, 2019 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 1, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

**V. ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

**VIII. PUBLIC HEARINGS**

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

B. PUBLIC HEARING AND CONSIDERATION OF RZ-01 A REQUEST BY WILLIAM LEWIS AND MILDRED LOGAN TO REZONE 1 LOT LOCATED AT 308 REED ROAD FROM R-6- MOBILE HOMES TO R3-A- SINGLE FAMILY WITH THE PARCEL NUMBER 118K-00-035.00.

**IX. MAYOR'S BUSINESS**

1. CONSIDERATION OF A RESOLUTION AUTHORIZING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT AN APPALACHIAN REGIONAL COMMISSION GRANT (ARC) APPLICATION TO THE MISSISSIPPI APPALACHIAN REGIONAL COMMISSION, ON BEHALF OF THE CITY OF STARKVILLE, FOR THE PURPOSE OF STARKVILLE TRIM CANE SEWAGE LIFT STATION IMPROVEMENTS INCLUDING PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES.

**X. BOARD BUSINESS**

1. CONSIDERATION OF THE APPOINTMENT OF DR. DEBRA PRINCE, THE SOLE APPLICANT, TO A POSITION ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, TO A TERM ENDING MARCH 2024.

2. CONSIDERATION OF AMENDING THE TOWING POLICY.

3. CONSIDERATION OF THE APPOINTMENTS OF AMY COUNTERMAN, ED DECHERT, ALEXIS GREGORY, WALT NEWSOM, MATTHEW NUNES, CARL SMITH AND PAMELA WASSON AS AN AD HOC RECYCLING COMMITTEE.

**XI. DEPARTMENT BUSINESS**

**A. AIRPORT**

*THERE ARE NO ITEMS FOR THIS AGENDA*

**B. COMMUNITY DEVELOPMENT DEPARTMENT**

**1. CODE ENFORCEMENT**

*THERE ARE NO ITEMS FOR THIS AGENDA*

**2. PLANNING**

a. CONSIDERATION OF PP 19-02 REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING A +-0.97-ACRE PARCEL INTO 5 LOTS AT 314 LOUISVILLE ST. AND 300 SCALES ST. IN A R-2 ZONING DISTRICT WITH THE PARCEL NUMBERS 102B-00-051.00 AND 102B-00-052.00.

b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE UNITED WAY OF NORTH MISSISSIPPI REQUESTING IN-KIND SERVICE FOR THE SEVENTH ANNUAL TOUCH-A-TRUCK EVENT ON SATURDAY, APRIL 27, 2019 FROM 10:00 AM TO 2:00 PM, AT MCKEE PARK.

c. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE CITY OF STARKVILLE TO HOLD THE ANNUAL 4TH OF JULY EVENT AND HAVE CITY PARTICIPATION WITH SERVICES.

**C. COURTS**

*THERE ARE NO ITEMS FOR THIS AGENDA*

**D. ENGINEERING**

*THERE ARE NO ITEMS FOR THIS AGENDA*

**E. FINANCE AND ADMINISTRATION**

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 13, 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. ACCEPTANCE OF THE JANUARY 2019 FINANCIAL STATEMENTS.

3. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR DEPUTY CLERKS LASHONDA WILSON, MARY IVY AND LEANNE MCGARR TO THE 2019 DEPUTY CLERK TRAINING CLASSES TO BE HELD WITH ADVANCE TRAVEL AND REGISTRATION.

#### F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT A \$2,000 4-COUNTY FOUNDATION, INC. GRANT.
2. REQUEST PERMISSION TO LEASE-PURCHASE A 2019 DODGE DURANGO ON STATE CONTRACT AT A COST OF \$28,367.00 BE USED IN THE FIRE MARSHALL DIVISION WITH FUNDING TO COME FROM CODE REBATE FUNDS.

#### G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JEREMY FORTNEY AS A TEMPORARY FULL-TIME CERTIFIED POLICE OFFICER WITH BENEFITS AND MATTHEW LASKER AS A FULL-TIME CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER BLACK AS AN ENGINEER INSPECTOR IN THE STARKVILLE ENGINEERING / UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME CUSTODIAN IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR THREE PART-TIME GROUNDS MAINTENANCE WORKERS FOR THE AIRPORT DEPARTMENT.

#### H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

#### I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE CHRISTIAN SCHOOL FOR USE OF AN ATHLETIC FIELD FOR THEIR BASEBALL AND SOFTBALL PROGRAMS.
2. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) FOR FIELD EXPERIENCE WITH MISSISSIPPI STATE UNIVERSITY.
3. CONSIDERATION TO AUTHORIZE THE SELECTION OF PYRO SHOWS, THE LOWER OF TWO QUOTES, TO BE USED AS THE FIREWORKS VENDOR BY THE STARKVILLE PARK AND RECREATION DEPARTMENT FOR THE 4TH OF JULY CELEBRATION AT A COST OF \$8,499.00.
4. CONSIDERATION TO AUTHORIZE THE LEASE PURCHASE OF A JOHN DEERE 9009 TERRAIN CUT MOWER AT THE STATE CONTRACT PRICE OF \$66,752.32 AND APPROVAL FOR CITY CLERK / CFO TO ADVERTISE FOR FINANCING FOR FOUR YEAR PAYMENT OPTIONS.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR DETECTIVE HEADLEY AND WINSHIP TO ATTEND MDIAI INVESTIGATORS CONFERENCE, IN MERIDIAN, MISS, ON APRIL 9-11, 2019.
2. CONSIDERATION TO APPLY FOR 100% REIMBURSEABLE GRANT FUNDING WITH THE OFFICE OF HIGHWAY SAFETY IN THE AMOUNT OF \$17,000.00 IN THE AREA OF TRAFFIC ENFORCEMENT.
3. CONSIDERATION TO APPLY FOR 100% REIMBURSEABLE GRANT FUNDING WITH THE OFFICE OF HIGHWAY SAFETY IN THE AMOUNT OF \$87,670.00 IN THE AREA OF DUI ENFORCEMENT.

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO DECLARE A KNUCKLE BOOM, DODGE RAM TRUCK AND F250 TRUCK AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM COBURN, FOR PHASE II OF THE APPROVED PLEASANT ACRES WATERLINE PURCHASE IN THE AMOUNT OF \$9,625.00.
2. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM BURFORD ELECTRIC SERVICE IN THE AMOUNT OF \$18,744.91 FOR THE WASTEWATER PLANT PUMP # 3 REBUILD.
3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM BURFORD ELECTRIC SERVICE IN THE AMOUNT OF \$10,345.00 FOR THE WASTEWATER PLANT PUMP # 2 REBUILD.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL MARCH 5, 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 – 26:**

**2. CONSIDERATION OF THE MINUTES OF THE JANUARY 29, 2019 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the January 29, 2019 Special Call meeting 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 FEBRUARY 1, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Little, duly seconded by Alderman Caver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 1, 2019 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

**4. CONSIDERATION OF A RESOLUTION AUTHORIZING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT AN APPALACHIAN REGIONAL COMMISSION GRANT (ARC) APPLICATION TO THE MISSISSIPPI APPALACHIAN REGIONAL COMMISSION, ON BEHALF OF THE CITY OF STARKVILLE, FOR THE PURPOSE OF STARKVILLE TRIM CANE SEWAGE LIFT STATION IMPROVEMENTS INCLUDING PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a resolution authorizing the Golden Triangle Planning and Development District to prepare and submit an Appalachian Regional Commission Grant (ARC) application to the Mississippi Appalachian Regional Commission, on behalf of the City of Starkville, for the purpose of Starkville Trim Cane sewage lift station improvements including procurement of professional engineering services” is enumerated, this consent item is thereby approved.

(Resolution on following page)

**5. CONSIDERATION OF THE APPOINTMENT OF DR. DEBRA PRINCE, THE SOLE APPLICANT, TO A POSITION ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, TO A TERM ENDING MARCH 2024.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the appointment of Dr. Debra Prince, the sole applicant, to a position of the Starkville-Oktibbeha Consolidated School District Board of Trustees, to a term ending March 2024” is enumerated, this consent item is thereby approved.

**6. CONSIDERATION OF AMENDING THE TOWING POLICY.**

Upon the motion of Alderman Little, duly seconded by Alderman Caver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “consideration of amending the towing policy” is enumerated, this consent item is thereby approved.

(Changes on following page)

## RESOLUTION

**Authorizing the Golden Triangle Planning and  
Development District  
to Prepare and Submit An  
Appalachian Regional Commission Application  
For Starkville, Mississippi**

WHEREAS, the City of Starkville, Mississippi has certain pressing Community Development needs; and

WHEREAS, the Mississippi Development Authority has available funds under the FY-2019 Appalachian Regional Commission (ARC) Program; and

WHEREAS, the City of Starkville is eligible to apply for said ARC assistance; and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare necessary application documents, and upon approval, to administer said ARC projects;

THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Starkville:

- That the Golden Triangle Planning and Development District is hereby authorized to prepare an FY-2019 ARC Area Development Application on behalf of the City of Starkville for Starkville Trim Cane Sewage Lift Station improvements; and
- That, upon approval of said application, the Golden Triangle Planning and Development District is hereby authorized to administer said ARC Project; and
- That Lynn Spruill, in her official capacity as the Mayor of the City of Starkville, is hereby authorized to sign all necessary application documents. Upon approval of said application by the Appalachian Regional Commission, the Grant Agreement with the State of Mississippi shall come before the Board of Aldermen for final authorization and approval.

SO ORDERED THIS THE 19th day of February 2019, 2019, by the Board of Aldermen of the City of Starkville, Mississippi in a Regular Scheduled Meeting.

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

  
\_\_\_\_\_  
Lynn Spruill  
Mayor

(SEAL)



R. FRANK NICHOLS  
CHIEF OF POLICE



TELEPHONE  
662-323-4131

**STARKVILLE POLICE DEPARTMENT**  
101 E. LAMPKIN STREET, STARKVILLE, MS 39759

**FIRST AMENDED POLICY FOR THE STARKVILLE POLICE  
DEPARTMENT TO ASSIST MOTORISTS WITH PROCURING  
WRECKER SERVICES**

**THIS REPLACES ORDINANCE 1992-2 IN FULL**

WHEREAS, it shall be the policy of the Starkville Police Department to assist motorists with procuring required wrecker service from the scene of an accident or other traffic incident; and

WHEREAS, if the motorist has a preference, the preferred wrecker service will be contacted; if the motorist has no preference, departmental personnel will request wrecker service from a Wrecker Service Rotation List which meets the standards stated in this policy.

NOW, THEREFORE, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, adopt the following procedures for the procurement of wrecker services.

**SECTION 1: Rotation Wrecker Services Established**

There is hereby established a rotation call list to be maintained and kept on file by the Starkville Police Department and Oktibbeha County EMA/911. Any wrecker service desiring to be placed on the Wrecker Service Rotation List must meet the following standards, in addition to any other state or federal regulation which may apply:

1. Must provide twenty-four hour-per-day wrecker service from a properly zoned location and be licensed by the City of Starkville.
2. Must provide a secure place of storage within 5 miles of the city limits for vehicles towed or hauled by the wrecker service. A secure place of storage is considered an area surrounded by a six (6) foot chain link fence and capable of being locked to prevent casual access. The storage facility must be marked with no less than company name, phone number, and hours of operation.

R. FRANK NICHOLS  
CHIEF OF POLICE



TELEPHONE  
662-323-4131

3. Must provide wrecker vehicles and equipment to meet the following minimum requirements, whether obtaining permits for one (1) or more of said wreckers:
  - a. Light-duty wreckers: having a rating of eight thousand (8,000) lbs. or more and mounted on a truck chassis with a minimum of ten thousand (10,000) lbs. GVWR. Light-duty wreckers must be equipped with a wheel-lift.
  - b. Medium-duty wreckers: having a rating of between ten (10) and twenty-five (25) tons and mounted on a truck chassis with a minimum of twenty thousand (20,000) lbs. GVWR.

## **SECTION 2: Need for Heavy-Duty Wreckers**

In the absence of a wrecker service in the City of Starkville that can provide a heavy-duty wrecker when needed, police department personnel will be responsible for requesting a heavy-duty wrecker from the nearest available location. Request of heavy-duty wrecker will not impact the Wrecker Service Rotation List. Heavy-duty wreckers must maintain the following minimum equipment:

1. Air control valve to provide braking capability for the vehicle being towed/removed.
2. Air brakes so constructed as to lock the rear wheels automatically upon failure and to supply air to disabled vehicles.
3. External air hookups and hoses, hydraulic spade (outriggers) or two (2) metal chock blocks to prevent rolling or slippage of wrecker (chock blocks should be as wide as the dual wheels of the wrecker and must be capable of being tied to the wrecker).
4. A minimum of two-hundred (200) feet of cable at least 5/8-inch diameter on each drum, or 3/4-inch diameter cable on a single drum.
5. One pair of bolt cutters with a minimum 1/2-inch opening.
6. Two fire extinguishers mounted in an accessible location.

R. FRANK NICHOLS  
CHIEF OF POLICE



TELEPHONE  
662-323-4131

### **SECTION 3: Minimum Equipment**

Wheel locks are not allowed for use on rotation calls. To be placed on the rotation list, a wrecker must maintain the following minimum equipment:

1. A fire extinguisher mounted in an accessible location.
2. Warning devices (reflective triangles).
3. Axe and wrecking bars.
4. Bolt cutters.
5. Dolly, shovel, brooms, and fifty (50) pounds of sand or suitable equivalent.
6. Safety chains.
7. Wheel chocks.
8. At least one winch with one-hundred (100) feet of 3/8 inch cable.
9. Flashing amber light affixed above the top of the wrecker cab.
10. Name, address, and telephone number permanently affixed and displayed in letters clearly visible from one-hundred (100) feet on both sides.

### **SECTION 4: City License with Proof of Insurance required for Wrecker Service Rotation List**

Any person, owner, or operator of a wrecker service desiring a city license shall make application therefor to the city. The information required for such license shall be the name of the wrecker's make, model, and license tag number for the current year. It shall be unlawful for any person to own or operate any wrecker which is subject to a call for service by any city department or any agent within the city, unless the wrecker service is licensed by the city.

### **SECTION 5: Liability Insurance or Bond Prerequisite to Operate; Amount, Conditions**

The owner or operator of any wrecker to be used as a rotation wrecker shall, before operating the same, present to the City Clerk a public liability insurance policy, policies, or bonds written by an insurance or bonding company authorized to do business in the State of Mississippi for each wrecker operated on the rotation

R. FRANK NICHOLS  
CHIEF OF POLICE



TELEPHONE  
662-323-4131

list; and there shall be an insurance policy, policies, or bonds presented to the City Clerk for coverage of property damage or loss to or from any vehicle while being towed or stored by the wrecker owner or operator.

Such insurance policy, policies, or bond shall be conditioned for the payment of any final judgement against said wrecker owner or operator for personal injury, property damage, or loss resulting from or arising out of the use, maintenance, operation, or any related action of the wrecker owner or operator while towing or storing said vehicles. The amount of the public liability policy or bond required on any rotation wrecker shall in no case be less than one million dollars (1,000,000.00) combined single limit automobile liability coverage.

All insurance policies or bond shall contain a provision or endorsement to the effect that the same shall not be canceled for any cause by either party thereto unless or until thirty (30) days written notice thereof shall be given to the City Clerk by registered mail.

The City Clerk shall retain a copy of the public liability insurance policies or bond for the operation of said wrecker or wreckers.

#### **SECTION 6: Inspection for all Wreckers on Rotation List**

The Chief of Police, or his or her designee, may from time to time inspect the mechanical condition and other required equipment on all such wreckers and inspect storage areas used by the owner or operator of such wrecker service. Inspections may be scheduled yearly or conducted randomly to ensure compliance. If any such equipment and area is defective, the Chief of Police, or his or her designee, shall direct the owner or operator to have the wreckers put in proper working order and to correct any deficiency in the storage area.

#### **SECTION 7: Operation of Wrecker Without Proper License and Insurance**

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It shall be unlawful for any owners or operators to operate or cause to be operated such wreckers as a rotation wrecker without having all proper equipment, facilities, license, and insurance. This applies at all times while such wrecker is doing business as a rotation wrecker. Only inspected trucks and approved drivers, as required in this policy, will be allowed for rotation calls. Failure to meet these requirements shall be grounds for the Chief of Police to remove the wrecker service from the Wrecker Service Rotation List.

#### **SECTION 8: Suspension or Removal from the Wrecker Rotation List**

Any wrecker service on the Wrecker Service Rotation List may be suspended or removed by the Chief of Police upon reasonable proof of violation by the wrecker service of any applicable provisions of this policy, state law, or city ordinance.

1. Suspension from rotation:

- a. Acts of physical violence while operating a wrecker as provided for herein will be grounds for temporary suspension from the rotation list until the final disposition on any pending criminal charges.
- b. Any pending criminal charges (excluding traffic violations but including DUI) will be grounds for suspension from the rotation.
- c. Failure to clean up and remove debris resulting from the accident will result in suspension for ten (10) to thirty (30) days, depending upon the circumstances of the situation.
- d. Other factors and actions may result in indefinite suspension from the rotation list. These may include, but are not limited to, the following:
  - i. Flagrant, repeated, or serious failure to cooperate with an officer at the scene of an accident or at the wrecker service.
  - ii. Conduct or practices in dealing with the public result, or could result, in unjust criticism to the department.
  - iii. Charging exorbitant or price gouging rates.
  - iv. Failure to maintain records as provided in this section.

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- v. Failure to notify the last known owner of a vehicle as provided for in this section.
- vi. Failure to meet or maintain wrecker specifications and other requirements and regulations as outlined in this policy.
- vii. Pronounced or repetitive violations of the requirements listed herein may result in an indefinite suspension of the company from the rotation list.
- viii. Failure to allow towed vehicles to be inspected within a commercially reasonable time period.
- ix. Failure to allow towed vehicles to be retrieved within a commercially reasonable time period.

### **SECTION 9: Ownership/Operation of Wrecker Service**

Owners shall not be permitted to operate wrecker equipment on the rotation list under more than one (1) company name out of the same location. Owners shall not be permitted to have more than one (1) rotation slot on the Wrecker Rotation List. An owner or operator is prohibited from the rotation list if they have been convicted of a felony involving grand larceny, theft of property, or any other felony theft charge; convicted of a misdemeanor or felony involving either force or violence; convicted of a sex offense; or convicted of a DUI within the previous five (5) years.

### **SECTION 10: Appeals of Persons Aggrieved by Judgement or Decision**

Any person aggrieved by a judgement or decision rendered by the Chief of Police in the interpretation or enforcement of any provision or requirement of this policy, or any application of state law, city ordinance, rule, or regulation, may appeal such judgement or decision within five (5) days to the Board of Aldermen.

### **SECTION 11: Service Requirements and Fees**

Wrecker Service Rotation List fees for non-consensual and uninsured cars and pickup trucks shall be a flat fee of no more than two-hundred (\$200) dollars

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for the first hour of service. If services are required that exceed one (1) hour, an extended fee of no more than fifty (\$50) dollars every fifteen (15) minutes thereafter may be assessed. This fee includes clean-up of the wreck scene to the satisfaction of the law enforcement officer in charge of the scene.

Occasionally, a major accident or other towing call will require an extra piece of equipment to tow a vehicle or to place it in a towable position. A Supplementary Resource Fee, not to exceed one-hundred (\$100) dollars, may be accessed upon the approval of the on-scene law enforcement supervisor. There will be no additional costs of services such as, to include but not be limited to, clean-up, winch fee, labor, fuel, or mileage. Use of oil or fluid drying material may be charged an amount not to exceed fifty (\$50) dollars.

After storing a vehicle for 24 hours from time of initial request, a charge, not to exceed forty (\$40) dollars, may be charged every twenty-four (24) hours thereafter. Any owner or operator of a towed vehicle, who retrieves their vehicle within twenty-four (24) hours from the time of the tow, shall not be charged any storage fee. Rates and charges of heavy wreckers shall be reasonable and be no more than the average rates of wreckers doing business in the State of Mississippi. If any such rates or charges should be found excessive or unreasonable, the Chief of Police may suspend or remove the wrecker service from the City's Wrecker Service Rotation List.

All wreckers must be available twenty-four (24) hours of every day and must promptly answer all calls for service from the Police Department and respond to the call location within a reasonable amount of time. A wrecker company shall not accept a request for service unless the operator has a vehicle immediately available to perform the requested service.

All wrecker drivers must have a current State of Mississippi commercial drivers license, and every wrecker must bear a current Mississippi license plate. Wrecker drivers must maintain satisfactory compliance with any prior legal requirements or judgements. Every wrecker driver will at all times comply with the traffic laws of the State of Mississippi.

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## **SECTION 12: Tow-in Charges to be Posted, Duty to Furnish Receipt for Vehicle**

All wrecker owners or operators must post a “tow-in” charge bulletin for towing vehicles which have not been involved in an accident and post charges and hourly rates for towing, hauling, and any necessary handling of a wrecked or damaged vehicle. Said bulletin must be posted in the storage facility. Wrecker operators must give the owner or driver of a towed vehicle a receipt for such vehicle upon request by the owner or police; it is hereby declared to be a violation of this article to charge an amount in excess of said posted sum and failure to give a receipt upon request.

## **SECTION 13: Company Record Keeping**

Each wrecker company will maintain a record system covering all services performed in conjunction with the wrecker rotation system, to include but not be limited to:

1. The date and time the wrecker company was contacted and requested to perform the service.
2. The name of the person requesting the service.
3. The location of the vehicle.
4. A description of the towed vehicle, including tag and vehicle identification number.
5. The owner or driver of the vehicle.
6. The service charge and fee.
7. The response time from the moment of notification until he/she arrives on scene.

## **SECTION 14: Police Authority, Officially Held Vehicles**

When the Starkville Police Department has an official “hold” on a towed or impounded vehicle, the owner or owner’s agent shall secure a release from the

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Starkville Police Department and present such release to the wrecker owner or operator. The towing cost shall be borne by the owner of said vehicle.

### **SECTION 15: Soliciting and Stopping at Accident Scenes Prohibited; exceptions**

No wrecker owner, operator, or driver shall stop at an accident scene or near a disabled vehicle for the express purpose of soliciting an engagement for towing service, unless such wrecker service has been summoned to the scene by the owner or operator of any disabled vehicle or has been summoned by the Starkville Police Department. However, any authorized operator who comes upon a disabled vehicle (not a wreck or accident) may stop and help the owner obtain assistance.

Wrecker operators shall not, without the express authorization of the investigating police officer, move any vehicle from a public highway, street, or from any public property, when such vehicle is abandoned, stolen, or damaged as a result of an accident.

**EXCEPTION:** Notwithstanding the conditions imposed in these rules and regulations, operators may in emergency cases slide left, right, or otherwise move a vehicle damaged as a result of an accident, if the removal is for the purpose of extracting a person from the wreckage or to remove an immediate hazard to life and/or property. In no such event shall the movement be more than reasonable and necessary.

### **SECTION 16: Penalty for Violation of Article - Misdemeanor**

Any person, firm or corporation who shall own, operate, or cause to be operated in or upon the streets, avenues, alleys, or highways of the City of Starkville, Mississippi, any wrecker for servicing the public through the Wrecker Service Rotation List of the Starkville Police Department, without first having complied with each and every pertinent section of this policy, obtained the permit required by Section 4 of this policy, and without having first filed with the City Clerk such insurance policy or bond, may be subjected to prosecution in Municipal

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Court and, upon conviction, be subject to a fine not to exceed five hundred dollars (500.00) or imprisonment not to exceed ninety (90) days or both such fine and imprisonment.

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Frank Nichols  
*Starkville Police Chief*

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D. Lynn Spruill  
*Starkville Mayor*

Attest:

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Lesa Hardin  
*Starkville City Clerk*

**7. CONSIDERATION OF THE APPOINTMENTS OF AMY COUNTERMAN, ED DECHERT, ALEXIS GREGORY, WALT NEWSOM, MATTHEW NUNES, CARL SMITH AND PAMELA WASSON AS AN AD HOC RECYCLING COMMITTEE.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “consideration of the appointments of Amy Counterman, Ed Dechert, Alexis Gregory, Walt Newson, Matthew Nunes, Carl Smith and Pamela Wasson as an AD HOC recycling committee” is enumerated, this consent item is thereby approved.

**8. CONSIDERATION OF PP 19-02 REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING A +-0.97-ACRE PARCEL INTO 5 LOTS AT 314 LOUISVILLE ST. AND 300 SCALES ST. IN A R-2 ZONING DISTRICT WITH THE PARCEL NUMBERS 102B-00-051.00 AND 102B-00-052.00.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “consideration of PP 19-02 request for preliminary plat approval for subdividing A +0.97- acre parcel into 5 lots at 314 Louisville St. and 300 Scales St. in a R-2 zoning district with the parcel number 102B-00-051.00 and 102B-00-250-00 with nine (9) conditions” is enumerated, this consent item is thereby approved.

**Nine (9) Conditions:**

1. The preliminary 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 preliminary plat shall meet the minimum requirements for R-2 zoning dimensions.
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville’s Code of Ordinances.
4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville’s Code of Ordinances.
5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville’s Code of Ordinances
6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
8. When a final plat is submitted for review by the City’s Development Review Committee, all required improvements must be complete and the applicant shall provide “as-built” drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in “AutoCAD” format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City’s ordinances.
9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.

**9. CONSIDERATION OF ACCEPTANCE OF THE JANUARY 2019 FINANCIAL STATEMENTS.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “acceptance of the January 2019 financial statements” is enumerated, this consent item is thereby approved.

**10. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR DEPUTY CLERKS LASHONDA WILSON, MARY IVY AND LEANNE MCGARR TO THE 2019 DEPUTY CLERK TRAINING CLASSES TO BE HELD WITH ADVANCE TRAVEL AND REGISTRATION.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “consideration of the approval of travel for deputy clerks Lashonda Wilson, Mary Ivy and Leanne McGarr to the 2019 Deputy Clerk Training Classes to be held with advance travel and registration” is enumerated, this consent item is thereby approved.

**11. REQUEST PERMISSION TO ACCEPT A \$2,000 4-COUNTY FOUNDATION, INC. GRANT.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to accept a \$2,000 4-County Foundation, INC Grant” is enumerated, this consent item is thereby approved. (Grant on following page.)

**12. REQUEST PERMISSION TO LEASE-PURCHASE A 2019 DODGE DURANGO ON STATE CONTRACT 8200042004 AT A COST OF \$28,367.00 BE USED IN THE FIRE MARSHALL DIVISION WITH FUNDING TO COME FROM CODE REBATE FUNDS.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to lease-purchase a 2019 Dodge Durango on state contract at a cost of \$28,367.00 be used in the Fire Marshall Division with funding to come from code rebate funds” is enumerated, this consent item is thereby approved.

**13. CONSIDERATION OF AUTHORIZATION TO HIRE JEREMY FORTNEY AS A TEMPORARY FULL-TIME CERTIFIED POLICE OFFICER WITH BENEFITS AND MATTHEW LASKER AS A FULL-TIME CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to hire Jeremy Fortney as a temporary full-time Certified Police Officer with benefits and Matthew Lasker as a full-time Certified Police Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

**14. CONSIDERATION OF AUTHORIZATION TO HIRE CHRISTOPHER BLACK AS AN ENGINEER INSPECTOR IN THE STARKVILLE ENGINEERING / UTILITIES DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to hire Christopher Black as an Engineer Inspector in the Starkville Engineering / Utilities Department” is enumerated, this consent item is thereby approved.

**15. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR A PART-TIME CUSTODIAN IN THE STARKVILLE PARK AND RECREATION DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a part-time Custodian in the Starkville Park and Recreation Department” is enumerated, this consent item is thereby approved.

**16. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR THREE PART-TIME GROUNDS MAINTENANCE WORKERS FOR THE AIRPORT DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for three part-time Grounds Maintenance workers for the Airport Department” is enumerated, this consent item is thereby approved.



**4-County Foundation, Inc.**

P.O. Box 351

Columbus, MS 39703

(662) 327-8900

[4countyfoundation@4county.org](mailto:4countyfoundation@4county.org)



December 12, 2018

**VIA Email**

[c.yarbrough@cityofstarkville.org](mailto:c.yarbrough@cityofstarkville.org)

Chief Charles Yarbrough  
Starkville Fire Department  
503 East Lampkin Street  
Starkville, MS 39759

Dear Chief Yarbrough:

On behalf of the 4-County Foundation's Board of Directors, I am pleased to advise that the Starkville Fire Department is being awarded \$2,000 to be used toward purchase of the Smoke Detectors listed in your application for distribution within the 4-County Electric Power Association — **Congratulations!**

You and/or a representative(s) are invited to receive these funds on Monday, February 11, 2019 and participate in a brief photo session with the 4-County Foundation's Board of Directors. This will take place at 12 noon in the lobby of 4-County's Corporate Center (5265 South Frontage Road, Columbus). We ask that you arrive a few minutes prior. Please confirm whether or not we can expect you that day, along with the name(s) of anyone else joining you. We ask that you email this information to [4countyfoundation@4county.org](mailto:4countyfoundation@4county.org) as soon as practical but **no later than January 31<sup>st</sup>** so we can know to expect you.

The funds you are receiving were made available through the generosity of 4-County EPA members who participate in the Operation Roundup® program. To assure their contributions are being utilized in the manner intended, 4-County Foundation grantees are asked to report back to the 4-County Foundation on use of the funds awarded and the impact made from receiving their grant. A **POST GRANT REPORT FORM** will be included with your award check. We ask that you return this completed form to the Foundation on or before the due date indicated at the bottom of the form in order for your organization to be eligible for subsequent funding requests. The form should be self-explanatory, but do feel free to contact us if you've any questions.

Congratulations again, we hope to see you on February 11, 2019! Should you need to receive your funds before then, please let us know.

Sincerely,

*Emily Bratton*

Emily Bratton

**17. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE CHRISTIAN SCHOOL FOR USE OF AN ATHLETIC FIELD FOR THEIR BASEBALL AND SOFTBALL PROGRAMS.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with Starkville Christian School for use of an athletic field for their baseball and softball programs” is enumerated, this consent item is thereby approved. (Agreement on Following Page)

**18. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) FOR FIELD EXPERIENCE WITH MISSISSIPPI STATE UNIVERSITY.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the memorandum of understanding (MOU) for field experience with Mississippi State University” is enumerated, this consent item is thereby approved. (MOU on Following Page)

**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 **STARKVILLE CHRISTIAN SCHOOL**, hereinafter referred to as the "User."

**ARTICLE I  
GENERAL TERMS**

**1.01** This Agreement shall be in effect for the duration of the 2019 Starkville Christian School Baseball and Softball Seasons. The City will permit the User to use one field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the "Facility" for the purposes of practices and games for the Starkville Christian School Baseball and Softball teams. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

**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 five-hundred and no/100 Dollars (\$500.00). 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)** 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 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

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

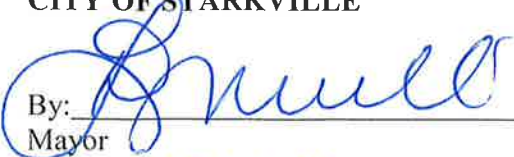
By: 

Printed Name: RANDY WITBECK

Title: PRINCIPAL

Date: 3/4/19

CITY OF STARKVILLE

By: 

Mayor

Date: 2-19-2019

Memorandum of Understanding  
for  
Field Experience

It is hereby agreed that Mississippi State University (MSU) and The City of Starkville, MS, through its Parks and Recreation Department have established an agreement for the purpose and consideration outlined below. This agreement shall automatically renew for subsequent one year terms, not to exceed a period of five years, unless either party provides notice of its intent not to renew and/or amend the Agreement.

The City will provide directed teaching and other internship and practicum sites for undergraduates and graduate students enrolled in Mississippi State University School of Education. It is further agreed that the number and type of assignments needed and provided by the parties to this agreement shall be arranged at the time placements are requested depending upon space being available at the City. It is understood that the City is not obligated to provide all placements that may be requested. Specific descriptions of expectations for students and faculty and School Districts personnel are described in *Teaching Internship Handbook*, which can be found at <http://www.ocfbi.msstate.edu/pdfs/Handbook.pdf>. which is hereby incorporated into this Agreement.

  
Provost & Executive Vice President, MSU

9-14-18  
Date

\_\_\_\_\_  
Mayor D. Lynn Spruill

\_\_\_\_\_  
Date

MSU agrees to abide by and comply with the screening requirements of State of MS Law.

Prior to placement requests being made, all students will be cleared through a certified background check vendor and MSU Office of Clinical-Field Based Instruction, Licensure & Outreach.

It is the expectation that both MSU and The City of Starkville, MS uphold MS Educator Code of Ethics regarding students' participation in the field.

**19. CONSIDERATION TO AUTHORIZE THE SELECTION OF PYRO SHOWS, THE LOWER OF TWO QUOTES, TO BE USED AS THE FIREWORKS VENDOR BY THE STARKVILLE PARK AND RECREATION DEPARTMENT FOR THE 4TH OF JULY CELEBRATION AT A COST OF \$8,499.00.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “authorization of the selection of Pyro Shows, the lower of two quotes, to be used as the fireworks vendor by the Starkville Park and Recreation Department for the 4<sup>th</sup> of July Celebration at a cost of \$8,499.00” is enumerated, this consent item is thereby approved.

Two Quotes Received: Pyro Shows - \$8,499.00 and Atlanta Pyrotechnics - \$14,000.00.

**20. REQUEST AUTHORIZATION FOR DETECTIVES HEADLEY AND WINSHIP TO ATTEND MDIAI INVESTIGATORS CONFERENCE, IN MERIDIAN, MISS, ON APRIL 9-11, 2019.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “authorization for Detectives Headley and Winship to attend MDIAI Investigators Conference, in Meridian, MS, on April 9-11, 2019 ” is enumerated, this consent item is thereby approved.

**21. CONSIDERATION TO APPLY FOR 100% REIMBURSABLE GRANT FUNDING WITH THE OFFICE OF HIGHWAY SAFETY IN THE AMOUNT OF \$17,000.00 IN THE AREA OF TRAFFIC ENFORCEMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “consideration to apply for 100% reimbursable grant funding with the Office of Highway Safety in the amount of \$17,000.00 in the area of traffic enforcement” is enumerated, this consent item is thereby approved.

(Grant Summary on Following Page)

**22. CONSIDERATION TO APPLY FOR 100% REIMBURSABLE GRANT FUNDING WITH THE OFFICE OF HIGHWAY SAFETY IN THE AMOUNT OF \$87,670.00 IN THE AREA OF DUI ENFORCEMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “consideration to apply for 100% reimbursable grant funding with the Office of Highway Safety in the amount of \$87,670.00 in the area of DUI enforcement” is enumerated, this consent item is thereby approved.

(Grant Summary on Following Page)

**23. REQUEST APPROVAL TO DECLARE A KNUCKLE BOOM, DODGE RAM TRUCK AND F250 TRUCK AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval to declare a Knuckle Boom, Dodge Ram Truck and F250 truck as surplus property, advertise for sale, and sell to the highest bidder” is enumerated, this consent item is thereby approved.

**24. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM COBURN, FOR PHASE II OF THE APPROVED PLEASANT ACRES WATERLINE PURCHASE IN THE AMOUNT OF \$9,625.00.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from Coburn, for Phase II of the approved Pleasant Acres Waterline purchase in the amount of \$9,625.00” is enumerated, this consent item is thereby approved.

4 Quotes Received: Coburn - \$9,625.00; G & C - \$9,725.00; Central - \$9,975.00; Consolidated - \$10,725.00

# FY20 MOHS POLICE TRAFFIC SERVICES GRANT APPLICATION (402)

## Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                                                                                                                                                                                                                                                                                     |                    |                               |                                 |               |                  |                    |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------|---------------------------------|---------------|------------------|--------------------|--|
| <b>1. Applicant Name:</b><br>City of Starkville<br><b>Mailing Address:</b><br>110 West Main Street<br>Starkville, MS 39759<br><br><b>Telephone:</b><br>662-323-4131<br><b>E-Mail:</b><br>c.jackson@cityofstarkville.org                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 | <b>2. Date:</b>                                                                                                                                                                                                                                                                                     |                    |                               |                                 |               |                  |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 | <b>3. Beginning and Ending Dates:</b><br><br><u>  X  </u> Full Grant: (October 1, 2019-September 30, 2020)<br><br>_____ Half Grant: (January 1, 2020-September 30, 2020)<br><br>_____ Mini Grant: (April 1, 2020-September 30, 2020)<br><br>_____ Special Wave Grant: (April 1, 2020-June 30, 2020) |                    |                               |                                 |               |                  |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 | <b>4. Subgrant Payment Method:</b><br><u>  X  </u> Cost Reimbursement Method                                                                                                                                                                                                                        |                    |                               |                                 |               |                  |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 | <b>5. DUNS # - 782430557</b>                                                                                                                                                                                                                                                                        |                    |                               |                                 |               |                  |                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 | <b>6. Congressional District- MS03</b>                                                                                                                                                                                                                                                              |                    |                               |                                 |               |                  |                    |  |
| <b>7. Program Title: Enforcement Overtime for Speeding, Child Restraint and Seat Belt Violations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |                                                                                                                                                                                                                                                                                                     |                    |                               |                                 |               |                  |                    |  |
| <b>8. The following funds will be proposed for FY20 funding:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                                                                                                                                                                                                                                                                                                     |                    |                               |                                 |               |                  |                    |  |
| <b>A. COST CATEGORY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 | <b>B. SOURCE OF FUNDS</b>                                                                                                                                                                                                                                                                           |                    |                               |                                 |               |                  |                    |  |
| (1) Personal Services-Salary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$17,000.00                     | (1) Federal                                                                                                                                                                                                                                                                                         | \$17,000.00        |                               |                                 |               |                  |                    |  |
| (2) Contractual Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                 | (2) State                                                                                                                                                                                                                                                                                           |                    |                               |                                 |               |                  |                    |  |
| (3) Travel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                 | (3) Local                                                                                                                                                                                                                                                                                           |                    |                               |                                 |               |                  |                    |  |
| (4) Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 | (4) Other                                                                                                                                                                                                                                                                                           |                    |                               |                                 |               |                  |                    |  |
| (5) Commodities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                                                                                                                                                                                                                                                                                     |                    |                               |                                 |               |                  |                    |  |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>\$17,000.00</b>              | <b>TOTAL</b>                                                                                                                                                                                                                                                                                        | <b>\$17,000.00</b> |                               |                                 |               |                  |                    |  |
| <b>9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:</b><br><br><table border="0"><tr><td><b>Project Identification</b></td><td><b>Proposed Countermeasures</b></td></tr><tr><td><b>Travel</b></td><td><b>Equipment</b></td></tr><tr><td><b>Commodities</b></td><td></td></tr></table><br>All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith. |                                 |                                                                                                                                                                                                                                                                                                     |                    | <b>Project Identification</b> | <b>Proposed Countermeasures</b> | <b>Travel</b> | <b>Equipment</b> | <b>Commodities</b> |  |
| <b>Project Identification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Proposed Countermeasures</b> |                                                                                                                                                                                                                                                                                                     |                    |                               |                                 |               |                  |                    |  |
| <b>Travel</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Equipment</b>                |                                                                                                                                                                                                                                                                                                     |                    |                               |                                 |               |                  |                    |  |
| <b>Commodities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                 |                                                                                                                                                                                                                                                                                                     |                    |                               |                                 |               |                  |                    |  |
| <b>10. Approved Signature of Authorized Official</b><br>(Mayor/Board of Supervisor President/Commissioner) for<br>Jurisdiction to Apply:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                 | <b>MOHS USE Only:</b>                                                                                                                                                                                                                                                                               |                    |                               |                                 |               |                  |                    |  |
| Signature _____ Date _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                 |                                                                                                                                                                                                                                                                                                     |                    |                               |                                 |               |                  |                    |  |
| Print Name: Lynn Spruill<br>Title: Mayor, City of Starkville                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 |                                                                                                                                                                                                                                                                                                     |                    |                               |                                 |               |                  |                    |  |

**Problem Identification:**

**Location:**

This section must be filled out completely for all project applications.

|                                          |                                                   |
|------------------------------------------|---------------------------------------------------|
| <b>City Name:</b>                        | <b>Starkville, MS</b>                             |
| <b>County Name:</b>                      | Oktibbeha County                                  |
| <b>Surrounding Counties:</b>             | Webster, Clay, Lowndes, Winston, Choctaw, Noxubee |
| <b>Troop District:</b>                   | District 5                                        |
| <b>Number of Officers In Agency:</b>     | 60                                                |
| <b>Number of Officers to Work Grant:</b> | 59                                                |

|                                    |                                          |
|------------------------------------|------------------------------------------|
| <b>Number of Square Miles:</b>     | <b>25.79</b>                             |
| <b>Number of Population:</b>       | 24,886                                   |
| <b>Major Roadways in the Area:</b> | Hwy 12, Hwy 25, Hwy 82, Hwy 182, Hwy 389 |

**Problem Identification:**

**Summary:**

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, college/universities, factories, community events, etc. **Please limit to 350 words for the Problem Identification Summary.**

During the school year, The City of Starkville hosts tens of thousands of visitors for numerous sporting and civic events. Estimated annual attendance for MSU/ Starkville's Bulldog Bash, held at the beginning of the fall semester is over 40,000. Additional bar and club establishments continue open. The wide variety of the types of clubs, the nightlife in Starkville has grown exponentially. In addition to festivals, concerts, and sporting events, Starkville has a ever-revolving population of students, ranging in ages 17-24. The increased number of residents and visitors along with extended club hours have increased the number of seat belt, child restraints and speeding consistently over the past years were students and parents are arriving for the first time in Starkville.

Prior to the full implementation of traffic assisted grants in the city, Starkville as well as the county saw between 5-10 fatalities on a yearly basis. Many of the serious injuries and fatalities throughout the nation are related directly to speeding and failure to wear safety belts, and the City of Starkville is no different in this aspect. When talking with those in the community it is obvious that the work done in relation to Speeding and Seat Belt usage is being taken seriously. These people comment a citation is most likely the outcome if seen by an officer on patrol in our city when in violation.

Starkville has continues it's use of a Motorcycle Traffic Unit. Two Motorcycles were purchased and after training two officers for this unit, they began to focus more on the problems related to traffic. Shortly following, this department began seeing a steady decline in collisions mainly in part of the efforts of these officers to stop violations of speeding and non seat belt usage, which also lead to the arrests of impaired drivers.

**Problem Identification**  
**Proposed Target, Performance Measure and Strategies to be achieved during FY20:**

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

**Please use fatality data first. If agency has no fatalities during 2017, please use injury data. If agency does not have injuries, then agency should use data related to crashes.**

**Target for Enforcement Project:**

The jurisdiction/agency of City of Starkville will (maintain) the number of unbelted fatalities from 0 in 2017 to 0 by the end of 2020.

The jurisdiction/agency of City of Starkville will (reduce) the number of unbelted injuries from 17 in 2017 to 16 by the end of 2020.

The jurisdiction/agency of City of Starkville will (reduce or maintain) the number of unbelted crashes from \_\_\_\_\_ in 2017 to \_\_\_\_\_ by the end of 2020.

The jurisdiction/agency of City of Starkville will (maintain) the number of speed fatalities from 0 in 2017 to 0 by the end of 2020.

The jurisdiction/agency of City of Starkville will (maintain) the number of speed injuries from 0 in 2017 to 0 by the end of 2020.

The jurisdiction/agency of City of Starkville will (reduce or maintain) the number of speed crashes from \_\_\_\_\_ in 2017 to \_\_\_\_\_ by the end of 2020.

**Performance Measures for Enforcement Project:** Please use 2018 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your “grant funded” citations at “0”.

(Increase) the number of grant funded Seat belt citations by 75% from 343 in FY18 to 600 in FY20.

(Increase) the number of grant funded Child Restraint citations by 87% from 8 in FY18 to 15 in FY20.

(Increase) the number of grant funded Speed citations by 19% from 79 in FY18 to 94 in FY20.

**Strategies for Project:**

- Conduct at least 6 checkpoints during year. (Enforcement Only)
- Conduct at least 20 saturation patrols during year. (Enforcement Only)

**FY20 Proposed Program Coordination:**

**Proposed Project Staff for Grant Responsibilities:**

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant:

|                                                                 |                                                                  |
|-----------------------------------------------------------------|------------------------------------------------------------------|
| <b>Name of Chief/Sheriff/Partner:</b><br>Chief R. Frank Nichols | <b>Name of Project Director:</b><br>Corporal Christopher Jackson |
| <b>Phone Number:</b><br>662-323-4131                            | <b>Phone Number:</b><br>662-769-4425                             |
| <b>Email Address:</b><br>r.nichols@cityofstarkville.org         | <b>Email Address:</b><br>c.jackson@cityofstarkville.org          |

|                                                        |                                                         |
|--------------------------------------------------------|---------------------------------------------------------|
| <b>Name of Financial Manager:</b><br>Lisa Hardin       | <b>Name of Signatory Official:</b><br>Lynn Spruill      |
| <b>Phone Number:</b><br>662-323-2525                   | <b>Phone Number:</b><br>662-323-2525                    |
| <b>Email Address:</b><br>l.hardin@cityofstarkville.org | <b>Email Address:</b><br>l.spruill@cityofstarkville.org |

**FY20 Proposed Program Coordination:**  
**Proposed Project Staff for Grant Responsibilities:**

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

\*Unallowable Personnel Expenses for FY20: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY20 for law enforcement agencies.

| <b>Personnel Title:</b>      | <b>% of Time</b> | <b>Hourly Salary</b> | <b># of Hours</b> | <b>Total:</b> |
|------------------------------|------------------|----------------------|-------------------|---------------|
| Overtime for PTS Enforcement | 100              | 25.00 (avg)          | 680               | \$17,000.00   |
|                              |                  |                      |                   |               |
|                              |                  |                      |                   |               |
|                              |                  |                      |                   |               |

**FY20 Proposed Contractual Services Expenses:**

Include a detailed assessment of contractual services within the program area in which you will be applying. Also include a cost estimate for all contractual needs (rental, shipping costs, Child Passenger Seat Technician certification fee, etc.). All expenses must be in accordance to current state and federal guidelines.

| <b>Type of Contractual Service Expenses:</b> | <b>Quantity/Amount of Service/Amount per Month</b> | <b>Total Costs of Expenses:</b> |
|----------------------------------------------|----------------------------------------------------|---------------------------------|
|                                              |                                                    |                                 |
|                                              |                                                    |                                 |
|                                              |                                                    |                                 |
| <b>Total Contractual Service Expense:</b>    |                                                    |                                 |

**FY20 Proposed Travel Expenses:**

Include a detailed assessment of travel needs within the program area in which you will be applying. Also include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage and gratuity). All expenses must be in accordance to current state and federal guidelines.

| Type of Travel               | Number of People | Cost: | Total: |
|------------------------------|------------------|-------|--------|
|                              |                  |       |        |
|                              |                  |       |        |
|                              |                  |       |        |
|                              |                  |       |        |
|                              |                  |       |        |
| <b>Total Travel Expense:</b> |                  |       |        |

#### **FY20 Proposed Equipment:**

Grant funding must be tied to performance, data and problem identification. Applications that are requesting equipment only applications will not be funded. Please list the cost for each piece of equipment requested.

**Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment and how it will impact the target and the agency problem identification.**

All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Radar Speed –Measuring Devices (Only 402PTS)  
<http://www.nhtsa.gov/people/injury/enforce/SpeedMeasure/radarcpldec162002.htm>
- Lidar Speed-Measuring Devices (Only 402PTS)  
<http://icsw.nhtsa.gov/people/injury/enforce/SpeedMeasure/lidarcpldec162002.pdf>

#### **Unallowable equipment for FY20: Guns, Ammunition, Uniforms, Vehicles, Body Armor, Body Cameras.**

| Type of Equipment:              | # Requested: | Cost Per Item: | Line Total: |
|---------------------------------|--------------|----------------|-------------|
|                                 |              |                |             |
|                                 |              |                |             |
|                                 |              |                |             |
|                                 |              |                |             |
| <b>Total Equipment Expense:</b> |              |                |             |

#### **FY20 Proposed Commodities:**

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also include a cost estimate for all additional grant expenses (mouthpieces, tape, office supplies, etc.). All expenses must be in accordance to current state and federal guidelines.

| Type of Commodity Expenses:         | Quantity | Price of Commodity: | Total of Expense: |
|-------------------------------------|----------|---------------------|-------------------|
|                                     |          |                     |                   |
|                                     |          |                     |                   |
|                                     |          |                     |                   |
|                                     |          |                     |                   |
| <b>Total of Commodity Expenses:</b> |          |                     |                   |

## Mississippi Office of Highway Safety

### MOHS FY20 Application Submission:

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

### Submission of A-133 Financial Audit

All applicants for the FY20 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

### Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

### Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY20 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement. Agreement.

# FY20 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)

## Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |                                                                                                            |                    |                               |                                 |        |           |             |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------|---------------------------------|--------|-----------|-------------|--|
| <b>1. Applicant Name:</b><br>City of Starkville<br><b>Mailing Address:</b><br>110 West Main Street<br>Starkville, MS 39759<br><br><b>Telephone:</b><br>662-323-4131<br><b>E-Mail:</b> c.jackson@cityofstarkville.org                                                                                                                                                                                                                                                                                                                                                                                                  |                                 | <b>2. Date:</b> February 13, 2019                                                                          |                    |                               |                                 |        |           |             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 | <b>3. Beginning and Ending Dates:</b><br><br><u>  X  </u> Full Grant: (October 1, 2019-September 30, 2020) |                    |                               |                                 |        |           |             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 | <b>4. Subgrant Payment Method:</b><br><u>  X  </u> Cost Reimbursement Method                               |                    |                               |                                 |        |           |             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 | <b>5. DUNS # -</b> 782430557                                                                               |                    |                               |                                 |        |           |             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 | <b>6. Congressional District-</b> MS03                                                                     |                    |                               |                                 |        |           |             |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 | <b>7. Program Title:</b> DUI Officer X2 / DUI Overtime                                                     |                    |                               |                                 |        |           |             |  |
| <b>8. The following funds will be proposed for FY20 funding:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                                                                                            |                    |                               |                                 |        |           |             |  |
| <b>A. COST CATEGORY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 | <b>B. SOURCE OF FUNDS</b>                                                                                  |                    |                               |                                 |        |           |             |  |
| (1) Personal Services-Salary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$87,670.00                     | (1) Federal                                                                                                | \$87,670.00        |                               |                                 |        |           |             |  |
| (2) Contractual Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 | (2) State                                                                                                  |                    |                               |                                 |        |           |             |  |
| (3) Travel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 | (3) Local                                                                                                  |                    |                               |                                 |        |           |             |  |
| (4) Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                 | (4) Other                                                                                                  |                    |                               |                                 |        |           |             |  |
| (5) Commodities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |                                                                                                            |                    |                               |                                 |        |           |             |  |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$87,670.00</b>              | <b>TOTAL</b>                                                                                               | <b>\$87,670.00</b> |                               |                                 |        |           |             |  |
| <b>9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:</b><br><br><table border="0"><tr><td><b>Project Identification</b></td><td><b>Proposed Countermeasures</b></td></tr><tr><td>Travel</td><td>Equipment</td></tr><tr><td>Commodities</td><td></td></tr></table><br>All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith. |                                 |                                                                                                            |                    | <b>Project Identification</b> | <b>Proposed Countermeasures</b> | Travel | Equipment | Commodities |  |
| <b>Project Identification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Proposed Countermeasures</b> |                                                                                                            |                    |                               |                                 |        |           |             |  |
| Travel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Equipment                       |                                                                                                            |                    |                               |                                 |        |           |             |  |
| Commodities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 |                                                                                                            |                    |                               |                                 |        |           |             |  |
| <b>10. Approved Signature of Authorized Official</b><br>(Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                 | <b>MOHS USE Only:</b>                                                                                      |                    |                               |                                 |        |           |             |  |
| Signature _____ Date _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                                                                                            |                    |                               |                                 |        |           |             |  |
| Print Name: Lynn Spruill<br>Title: Mayor, City of Starkville                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                 |                                                                                                            |                    |                               |                                 |        |           |             |  |

**Problem Identification:**

**Location:**

This section must be filled out completely for all project applications.

|                                          |                                                   |
|------------------------------------------|---------------------------------------------------|
| <b>City Name:</b>                        | City of Starkville                                |
| <b>County Name:</b>                      | Oktibbeha County                                  |
| <b>Surrounding Counties:</b>             | Webster, Clay, Lowndes, Winston, Choctaw, Noxubee |
| <b>Troop District:</b>                   | District 5                                        |
| <b>Number of Officers In Agency:</b>     | 60                                                |
| <b>Number of Officers to Work Grant:</b> | 59                                                |

|                                    |                                          |
|------------------------------------|------------------------------------------|
| <b>Number of Square Miles:</b>     | 25.79                                    |
| <b>Number of Population:</b>       | 24,866                                   |
| <b>Major Roadways in the Area:</b> | Hwy 12, Hwy 25, Hwy 82, Hwy 182, Hwy 389 |

**Problem Identification**

**Summary:**

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, college/universities, factories, community events, alcohol related establishments, etc. **Please limit to 350 words for the Problem Identification Summary.**

The City of Starkville hosts to thousands of visitors for various reasons including college sporting events, concerts, and festivals. Art and music festivals, such as Bulldog Bash, also bring a large number of visitors to the area. Estimated attendance of MSU/ Starkville's annual Bulldog Bash is over 40,000. The night and social life has given way to more small drinking establishments and changes in the social drinking ordinances. Because of this change, the nightlife in Starkville has grown and multiplied vastly over the years. In addition to festivals, concerts, and sporting events, Starkville, or "Starkvegas," has become known as a party town. Whether attending an event or relaxing and vacationing in town, the increased number of residents and visitors along with the extended club hours has increased the number of tickets and DUI citations consistently over the past years.

Prior to the full implementation of traffic assisted grants in the City of Starkville as well as the County saw between 5-10 fatalities on a yearly basis. Since, the assistance of the grants utilized by our department, we are seeing these numbers decrease to 0 over recent years. Most violators have commented on the fact that they normally stay outside the city limits of Starkville because there is an understanding that if you are caught in the city of Starkville driving impaired that you will be arrested and convicted.

In recent years we have seen a drastic increase with those under the influence of either illegal or prescription narcotics. With this new trend SPD sent two officers to training in the field of Drug Recognition and have seen to having DUI enforcement officers trained in ARIDE. Aswell as the department's patrol division being trained in SFST.

This additional knowledge has helped in identifying those driving impaired for either alcohol or narcotics. More times than not we are finding offenders who are both alcohol and narcotic influenced. It is our task to continue to keep the highways and streets safe for every student, visitor and resident.

**Problem Identification**  
**Proposed Target, Performance Measure and Strategies to be achieved during FY20:**

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Alcohol Countermeasures (154 AL) - Alcohol enforcement projects are strictly for alcohol only related activities, programs and projects. Agencies must have a presence of alcohol related fatalities, injuries, crashes and citations in the area of service. The alcohol program is to work within the state to reduce alcohol related DUI fatalities, crashes and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Impaired Driving (405d) - The Impaired Driving program is for enforcement agencies working to reduce alcohol & drug related fatalities on our roadways. Agencies must have a presence of alcohol and drug related fatalities, injuries, crashes and citations in the area of service. Grant funds are to reduce alcohol and drug related fatalities, injuries and crashes through high visibility enforcement, checkpoints, saturation patrols and earned media.

**Please use fatality data first, if agency has no fatalities during 2017, please use injury data. If agency does not have injuries, then agency should use data related to crashes.**

**Target for Enforcement Project-Alcohol Countermeasures (154AL):**

The jurisdiction/agency of City of Starkville will (maintain) the number of alcohol related fatalities from 0 in 2017 to 0 by the end of 2020.

The jurisdiction/agency of City of Starkville will (maintain) the number of alcohol related injuries from 0 in 2017 to 0 by the end of 2020.

The jurisdiction/agency of City of Starkville will (reduce) the number of alcohol related crashes from 16 in 2017 to 15 by the end of 2020.

**Target for Enforcement Project-Impaired Driving (405d):**

The jurisdiction/agency of City of Starkville will (maintain) the number of alcohol & drug impaired fatalities from 0 in 2017 to 0 by the end of 2020.

The jurisdiction/agency of City of Starkville will (maintain) the number of alcohol & drug injuries from 0 in 2017 to 0 by the end of 2020.

The jurisdiction/agency of City of Starkville will (reduce) the number of alcohol & drug crashes from 16 in 2017 to 15 by the end of 2020.

**Performance Measures for Enforcement Project:** Please use 2018 grant funded citation data, if available. If your agency has never applied for grant funds or has not applied in several years, please start your “grant funded” citations at “0”. If you are requesting 405 D-Impaired Driving Funding, you must include a performance measure for alcohol and a performance measure for impaired (drug).

(Increase or Maintain) the number of grant funded citations DUI, by 136% from 93 in FY18 to 220 in FY20.

\*\* If applying for (405 D) fund: Please include measure listed below\*\*

(Increase or Maintain) the number of grant funded citations DUI/Other, by 81% from 11 in FY18 to 20 in FY20.

**Strategies for Project:**

- Conduct at least 12 checkpoints during year. (Enforcement Only)
- Conduct at least 20 saturation patrols during year. (Enforcement Only)
- Conduct at least 1 alcohol presentations during year (154 Alcohol Funding Only if a Full-Time Officer)
- Will there be Law Enforcement Instructor training (SFST, ARIDE, DRE) hours/time conducted and/or claimed during grant period? (Full Time Officers Only)

  X   Yes             No

**FY20 Proposed Program Coordination:**

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant:

|                                                                 |                                                            |
|-----------------------------------------------------------------|------------------------------------------------------------|
| <b>Name of Chief/Sheriff/Partner:</b><br>Chief R. Frank Nichols | <b>Name of Project Director:</b><br>Corporal Chris Jackson |
| <b>Phone Number:</b><br>662-323-4131                            | <b>Phone Number:</b><br>662-769-4425                       |
| <b>Email Address:</b><br>r.nichols@cityofstarkville.org         | <b>Email Address:</b><br>c.jackson@cityofstarkville.org    |

|                                                        |                                                          |
|--------------------------------------------------------|----------------------------------------------------------|
| <b>Name of Financial Manager:</b><br>Lisa Hardin       | <b>Name of Signatory Official:</b><br>Mayor Lynn Spruill |
| <b>Phone Number:</b><br>662-323-2525                   | <b>Phone Number:</b><br>662-323-2525                     |
| <b>Email Address:</b><br>l.hardin@cityofstarkville.org | <b>Email Address:</b><br>l.spruill@cityofstarkville.org  |

**FY20 Proposed Program Coordination:**  
**Proposed Project Staff for Grant Responsibilities:**

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

\*Unallowable Personnel Expenses for FY20: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY20 for law enforcement agencies.

\*Full Time Officer Criteria: The MS Office of Highway Safety may provide funding for a continuation projects with Full Time DUI Officer. In order to maintain funding for a full time officer, an agency must meet 60% of the following criteria:

- At least (1) DUI Fatal in 2017;
- At least (1) DUI Injury in 2017;
- Top 30 Alcohol or Drug Fatality County;
- FY18 Grant Funded Arrests of 52 or higher;
- Met or Exceeded Performance Measures agreed upon by agency in FY18 Grant Agreement

| <b>Personnel Title:</b>         | <b>% of Time</b> | <b>Hourly Salary</b> | <b># of Hours</b> | <b>Total:</b> |
|---------------------------------|------------------|----------------------|-------------------|---------------|
| <b>DUI Officer #1</b>           | 100              | 16.25                | 2236              | \$36,335.00   |
| <b>DUI Officer #2</b>           | 100              | 16.25                | 2236              | \$36,335.00   |
| <b>DUI Enforcement Overtime</b> | 100              | 25.00 (avg)          | 600               | 15,000.00     |
|                                 |                  |                      |                   |               |
|                                 |                  |                      |                   |               |
|                                 |                  |                      |                   |               |

**FY20 Proposed Contractual Services Expenses:**

Include a detailed assessment of contractual services within the program area in which you will be applying. Also include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

| <b>Type of Contractual Service Expenses:</b> | <b>Quantity/Amount of Service/Amount per Month</b> | <b>Total Costs of Expenses:</b> |
|----------------------------------------------|----------------------------------------------------|---------------------------------|
|                                              |                                                    |                                 |
|                                              |                                                    |                                 |
|                                              |                                                    |                                 |
|                                              |                                                    |                                 |
| <b>Total Contractual Service Expense:</b>    |                                                    |                                 |

### **FY20 Proposed Travel Expenses:**

Include a detailed assessment of travel needs within the program area in which you will be applying. Also include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

| Type of Travel               | Number of People: | Cost: | Total: |
|------------------------------|-------------------|-------|--------|
|                              |                   |       |        |
|                              |                   |       |        |
|                              |                   |       |        |
|                              |                   |       |        |
|                              |                   |       |        |
| <b>Total Travel Expense:</b> |                   |       |        |

### **Proposed Equipment:**

Grant funding must be tied to performance, data and problem identification. Applications that are requesting equipment only applications will not be funded. Please list the cost for each piece of equipment requested.

**Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment and how it will impact the target and the agency problem identification.**

All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Alcohol Screening Devices: (Only 154/405D/402PTS)  
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>
- Breath Alcohol Measurement Devices: (Only 154/405D/402PTS)  
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>
- Calibrating Units for Breath Alcohol Testers(Only 154/405D/402PTS)  
[http://www.dot.gov/sites/dot.dev/files/docs/20121022\\_CPL\\_Calibrating\\_Units.pdf](http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf)

**Unallowable equipment for FY20: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.**

| Type of Equipment: | # Requested: | Cost Per Item: | Line Total: |
|--------------------|--------------|----------------|-------------|
|                    |              |                |             |
|                    |              |                |             |
|                    |              |                |             |
|                    |              |                |             |
|                    |              |                |             |

|                                 |  |  |  |
|---------------------------------|--|--|--|
| <b>Total Equipment Expense:</b> |  |  |  |
|---------------------------------|--|--|--|

### **FY20 Proposed Commodities:**

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also include a cost estimate for all additional grant expenses (mouthpieces, tape, office supplies, etc.). All expenses must be in accordance to current state and federal guidelines.

| <b>Type of Commodity Expenses:</b>  | <b>Quantity</b> | <b>Price of Commodity:</b> | <b>Total of Expense:</b> |
|-------------------------------------|-----------------|----------------------------|--------------------------|
|                                     |                 |                            |                          |
|                                     |                 |                            |                          |
|                                     |                 |                            |                          |
|                                     |                 |                            |                          |
|                                     |                 |                            |                          |
| <b>Total of Commodity Expenses:</b> |                 |                            |                          |

## **Mississippi Office of Highway Safety**

### **MOHS FY20 Application Submission**

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

### **Submission of A-133 Financial Audit**

All applicants for the FY20 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

### **Incomplete Applications:**

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

### **Agreement of Understanding and Compliance:**

**25. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM BURFORD ELECTRIC SERVICE IN THE AMOUNT OF \$18,744.91 FOR THE WASTEWATER PLANT PUMP # 3 REBUILD.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from Burford Electric Service in the amount of \$18,744.91 for the wastewater plant pump # 3 rebuild” is enumerated, this consent item is thereby approved.

Two Quotes Received: Burford - \$18,744.91 and Electric Motor - \$21,403.41

**26. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM BURFORD ELECTRIC SERVICE IN THE AMOUNT OF \$10,345.00 FOR THE WASTEWATER PLANT PUMP # 2 REBUILD.**

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 19, 2019 Official Agenda, and to accept items for consent, whereby the “approval of lowest and best quote from Burford Electric Service in the amount of \$10,345.00 for the wastewater plant pump # 2 rebuild” is enumerated, this consent item is thereby approved.

Two Quotes Received: Burford – \$10,345.00 and Electric Motor - \$11,487.40

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR’S COMMENTS:** None

**BOARD OF ALDERMEN COMMENTS:**

Alderman Carver thanked Dr. Prince for her service to the School Board.

**CITIZEN COMMENTS:**

Alvin Turner, Ward 7, would like City facility rental policies explained to the public. He also asked everyone to wear light colored clothing after dark.

John Tollier, Ward 6, 26 Choctaw Road, asked that the City ask the insurance company to reassess his wastewater claim.

James Hill, 153 Northside Drive, asked that he be given an extension to clear his Grandmother’s property on Yellow Jacket Drive due to recent rains. He had begun work, but property is now too muddy to enter.

Ronnie Wofford, Ward 5, asked about some lights that are off along highway 12, especially near Garrard Road. Some are completely out and some are old and dim. He also asked that larger and lidded recycling containers be provided in place of the smaller ones the City recently provided.

**PUBLIC APPEARANCES:** None

**PUBLIC HEARINGS:**

**FIRST PUBLIC HEARING AMENDING STARKVILLE ORDINANCE SECTION 82-6 RELATING TO THE DISCHARGE OF FIREARMS TO ALIGN WITH STATE STATUTE 45-9-53.**

Mayor Spruill opened the Public Hearing on amending Starkville Municipal Code §82-6 relating to the discharge of firearms within the City of Starkville, Mississippi to align with State Law §45-9-53 and called for public comments.

Alvin Turner asked that guns be limited due to potential increase in homicides. He is still unsure of open weapons law.

Ronnie Wofford asked that the Board pass this change to the Ordinance. He owns hunting property in the area to potentially be annexed by the City.

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

**PUBLIC HEARING AND CONSIDERATION OF RZ 19-01 A REQUEST BY WILLIAM LEWIS AND MILDRED LOGAN TO REZONE 1 LOT LOCATED AT 308 REED ROAD FROM R-6: MOBILE HOMES TO R3-A: SINGLE FAMILY WITH THE PARCEL NUMBER 118K-00-035.00.**

The applicant is seeking to rezone from R-6- mobile homes to R3-A- single family based on changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

61 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 29, 2019 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received 2 phone calls inquiring about the request.

Britton Jones, representing the applicant, thanked the Mayor and Board for their consideration of the request.

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

Alderman Vaughn noted the changes in the neighborhood in the past few years as well as the need for the proposed initial thirty six affordable single family homes.

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

**27. CONSIDERATION OF RZ 19-01 A REQUEST BY WILLIAM LEWIS AND MILDRED LOGAN TO REZONE 1 LOT LOCATED AT 308 REED ROAD FROM R-6: MOBILE HOMES TO R3-A: SINGLE FAMILY WITH THE PARCEL NUMBER 118K-00-035.00.**

Alderman Vaughn, duly seconded by Alderman Miller, offered a motion to approve RZ 19-01 request to rezone from R-6- mobile homes to R3-A- single family, based on changed and changing conditions in the area as outlined in the staff report and during the public hearing as well as public need for affordable single family homes. The Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Ben Carver        | Voted: Yea    |
| Alderman Sandra Sistrunk   | Voted: Yea    |
| Alderman David Little      | Voted: Yea    |
| Alderman Jason Walker      | Voted: Absent |
| 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.

**28. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE UNITED WAY OF NORTH MISSISSIPPI REQUESTING IN-KIND SERVICE FOR THE SEVENTH ANNUAL TOUCH-A-TRUCK EVENT ON SATURDAY, APRIL 27, 2019 FROM 10:00 AM TO 2:00 PM, AT MCKEE PARK.**

Alderman Carver, duly seconded by Alderman Little, offered a motion to approve the special event request by the United Way of North Mississippi for the seventh annual Touch-A-Truck event on Saturday, April 27, 2019 from 10:00 AM to 2:00 PM, at the Starkville Sportsplex with the City to provide in-kind services with the condition that insurance be provided twenty days prior to the event. The Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Ben Carver        | Voted: Yea    |
| Alderman Sandra Sistrunk   | Voted: Yea    |
| Alderman David Little      | Voted: Yea    |
| Alderman Jason Walker      | Voted: Absent |
| 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.

**29. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE CITY OF STARKVILLE TO HOLD THE ANNUAL 4TH OF JULY EVENT AND HAVE CITY PARTICIPATION WITH SERVICES.**

Alderman Carver, duly seconded by Alderman Little, offered a motion to approve the Special Event request to hold the annual 4th of July Event to be held on July 4, 2019 beginning at 5 p.m. with City participation with services. The Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Ben Carver        | Voted: Yea    |
| Alderman Sandra Sistrunk   | Voted: Yea    |
| Alderman David Little      | Voted: Yea    |
| Alderman Jason Walker      | Voted: Absent |
| 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.

**30. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET**

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 13, 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: Absent |
| 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   | \$288,923.77    |
| Restricted Police Fund        | 002   | 915.83          |
| Airport Fund                  | 015   | 5,529.11        |
| Sanitation                    | 022   | 71,431.27       |
| Industrial Park Fund          | 303   | 36,151.90       |
| Public Improvement Bonds 2018 | 319   | 176,581.95      |
| Park and Rec, Tourism         | 375   | 4,278.50        |
| Sub Total Before Utilities    |       | \$ 583,812.33   |
| Utilities Dept.               | SED   | 1,129,443.84    |
| Total Claims                  | Total | \$ 1,713,256.17 |

**31. CONSIDERATION OF THE LEASE PURCHASE OF A JOHN DEERE 9009 TERRAIN CUT MOWER AT THE STATE CONTRACT PRICE OF \$66,752.32 AND APPROVAL FOR CITY CLERK / CFO TO ADVERTISE FOR FINANCING FOR FOUR YEAR PAYMENT OPTIONS.**

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion to authorize the purchase of a John Deere 9009 Terrain Cut Mower at the State Contract price of \$66,752.32 and approval for the City Clerk / CFO to advertise for financing for four year payment options. The Board voted as follows:

|                            |               |
|----------------------------|---------------|
| Alderman Ben Carver        | Voted: Yea    |
| Alderman Sandra Sistrunk   | Voted: Yea    |
| Alderman David Little      | Voted: Yea    |
| Alderman Jason Walker      | Voted: Absent |
| 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.

**32. MOTION TO ADJOURN UNTIL MARCH 5, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until March 5, 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: Absent |
| 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  
March 1, 2019**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, March 1, 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 D. Lynn Spruill, Aldermen Sandra Sistrunk and David Little. Attending the Board was City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

The Mayor and Board members discussed items on the upcoming March 5, 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 D. LYNN SPRUILL

Attest:

Seal

\_\_\_\_\_  
LESA HARDIN, CITY CLERK



## **WORK SESSION**

**CITY OF STARKVILLE, MISSISSIPPI  
MARCH 1, 2019  
12:00 p.m.**

- A. CALL THE MEETING TO ORDER**
- B. DISCUSSION OF THE AGENDA ITEMS FOR THE MARCH 5, 2019 REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- C. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE  
MAYOR AND BOARD OF ALDERMEN ON  
FRIDAY, MARCH 1, 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.



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

**AGENDA ITEM: MINUTES  
AGENDA DATE: 3-19-19  
PAGE: 1 of 164**

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

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**SUGGESTED MOTION:** Approval of the minutes of the March 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  
March 5, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 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, Roy A. Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA:**

Alderman Perkins asked to add Department Business, Item XI. J. 1. "Purchase of 3 Police Vehicles" to consent.

Alderman Perkins asked to remove Department Business, Item XI. I. 1. "Facility Use Agreement with CrossPoint Church" from consent.

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

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

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the March 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: Yea |

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

**OFFICIAL AGENDA OF  
THE MAYOR AND BOARD OF ALDERMEN  
OF THE  
CITY OF STARKVILLE, MISSISSIPPI  
REGULAR MEETING OF TUESDAY, MARCH 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 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 MCC 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 STATUTE 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 STATUTE 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 6, 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 A 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 AT 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.*

**Consent items 2 – 11:**

**2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 5, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the March 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the February 5, 2019 meeting 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 FEBRUARY 15, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.**

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

**4. CONSIDERATION OF 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.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the March 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the Lease Agreement with Robert Ward, the sole bidder at 2,260.00 for use of the agricultural tillable land located south and west of the runway and taxiway and inside the fenced area for one year at George M. Bryan Field” is enumerated, this consent item is thereby approved.

(Lease agreement is on following page)

**5. CONSIDERATION TO ADVERTISE FOR A LINEMAN IN THE STARKVILLE ELECTRIC DEPARTMENT.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the March 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Lineman in the Starkville Electric Department” is enumerated, this consent item is thereby approved.

**6. CONSIDERATION TO HIRE KARLI STRINGLER AS A DIGITAL MEDIA/COMMUNICATION SPECIALIST INTERN FOR THE CITY OF STARKVILLE.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the March 5, 2019 Official Agenda, and to accept items for consent, whereby the “Consideration to hire Karli Stringler as a Digital Media/Communication Specialist Intern for the City of Starkville not to exceed twenty (20) hours per week at \$10.00 per hour, not be eligible for benefits” is enumerated, this consent item is thereby approved.

**7. CONSIDERATION OF AUTHORIZATION TO PURCHASE 3 NEW POLICE VEHICLES AT \$82,845.00 FROM STATE CONTRACT 8200042004.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the March 5, 2019 Official Agenda, and to accept items for consent, whereby the “Consideration to purchase 3 new police vehicles at \$82,845.00 from a state contract to be paid with forfeited funds” is enumerated, this consent item is thereby approved.

**8. CONSIDERATION FOR 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.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the March 5, 2019 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

Two quotes received: Consolidated - \$8,570.00 and Subsurface - \$8,970.00

**LEASE AGREEMENT  
BETWEEN  
CITY OF STARKVILLE, MISSISSIPPI  
AND  
ROBERT WARD**

This Lease Agreement is entered into on this the 5<sup>th</sup> 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

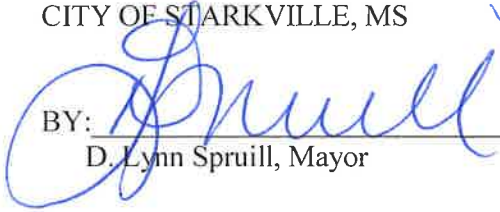
IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

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 6<sup>th</sup> day of March, 2019.

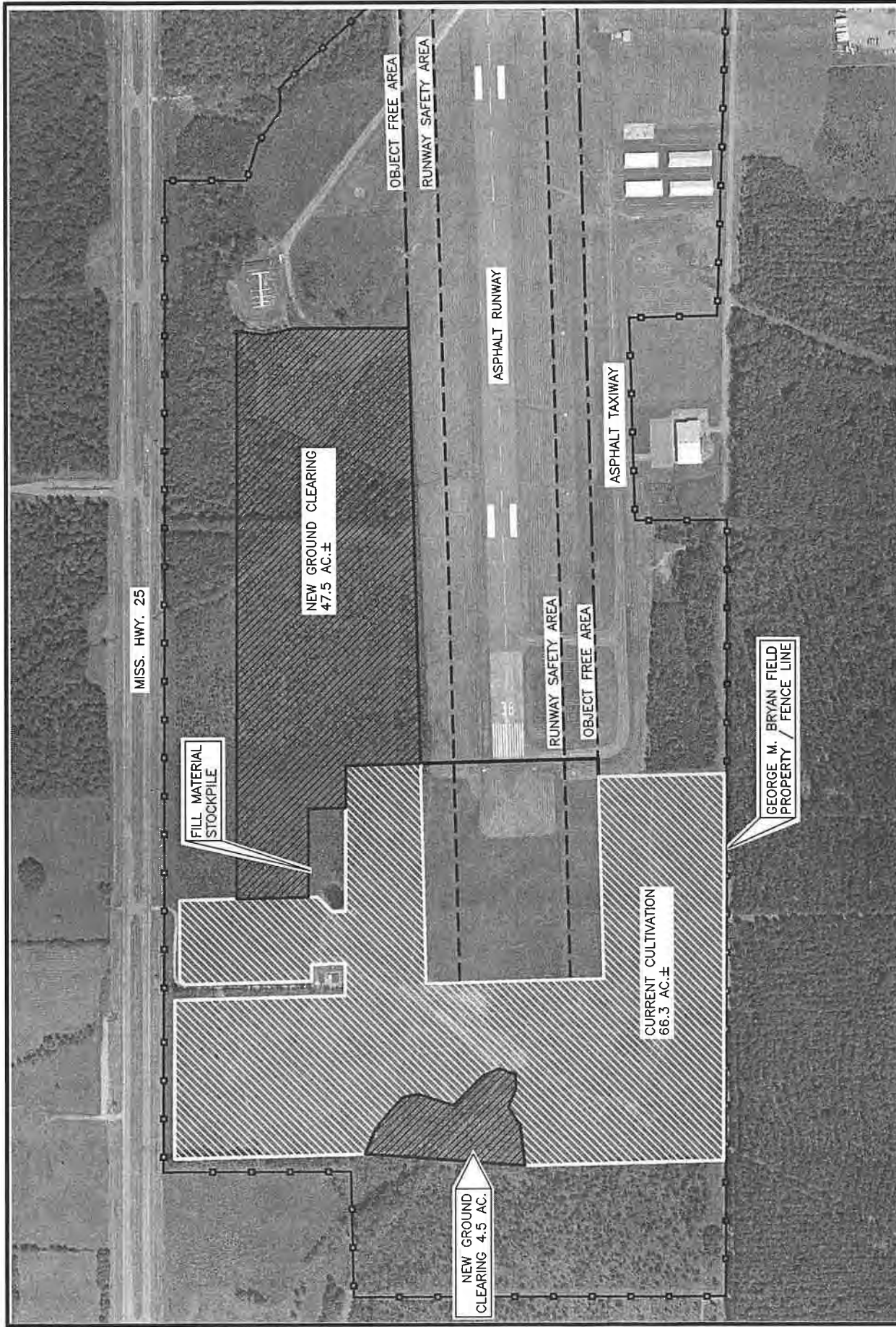


(S E A L)

V. Hampton  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

March 10, 2020



|                                                         |                                                  |                     |                                          |             |
|---------------------------------------------------------|--------------------------------------------------|---------------------|------------------------------------------|-------------|
| CLEARWATER CONSULTANTS, INC.<br>STARKVILLE, MISSISSIPPI | GEORGE M. BRYAN FIELD<br>STARKVILLE, MISSISSIPPI | SCALE: 1" = 600'±   | LAND AVAILABLE FOR<br>AGRICULTURAL LEASE | FIGURE<br>1 |
|                                                         |                                                  | DATE: FEBRUARY 2017 |                                          |             |

**9. CONSIDERATION FOR 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.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the March 5, 2019 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

Two quotes received: Lewis - \$97,600.00 and Webster - \$106,702.50

**10. CONSIDERATION FOR 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.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the March 5, 2019 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

Two quotes received: Wren - \$8,467.42 and H & H - \$8,900.00

**11. CONSIDERATION FOR 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.**

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the March 5, 2019 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

Two quotes received: Forterra - \$5,490.98 and Lee’s Precast - \$6,166.00

**ANNOUNCEMENTS AND COMMENTS:**

**MAYOR’S COMMENTS:**

Mayor Spruill noted the donation from former Mayor Camp and family for surveillance cameras in the Cotton District area. She also thanked the City employees that had responded to the recent tornado in Columbus.

Chief Yarbrough and Mayor Spruill recognized Patrick Warner of Meridian Community College for providing nine class hours to Starkville firefighters.

**BOARD OF ALDERMEN COMMENTS:**

Alderman Vaughn thanked former Mayor Camp and would like to see other businesses and citizens donate cameras. Alderman Walker, along with the rest of the Board and Mayor, wished the Starkville High School basketball team good luck in the upcoming playoffs.

**CITIZEN COMMENTS:**

Alvin Turner, Ward 7, expressed concern with City property rental fees. He also does not believe there should be any discharge of firearms in any City areas.

Patti Drapala, Ward 3, objected to the purchase of a mower in the Parks Department at the last meeting and asked the Board to rescind that action.

Marcia Tolliver, 26 Choctaw Road, asked that the City take steps to address a sewer backup claim. MYC Students, noted many topics which were discussed at the recent MYC Conference in Oxford. Alderman Vaughn accompanied the group and expressed pride in the youth that attended and represented Starkville. Dorothy Isaac, Ward 6, expressed concern with allowing any discharge of firearms in the City limits. She also was opposed to both Special Event permits on this agenda. She would like to see more development on the west side of town.

### **PUBLIC APPEARANCES:**

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

The Mayor began the interview by allowing the candidate an opportunity to make an opening statement, followed by questions from the Mayor and the Aldermen.

### **PUBLIC HEARING:**

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

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

Alvin Turner and Dorothy Isaac spoke against the Ordinance amendment.  
Ronnie Wofford spoke in favor of the Ordinance amendment.

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

#### **12. CONSIDERATION OF AMENDING STARKVILLE ORDINANCE SECTION 82-6 RELATING TO THE DISCHARGE OF FIREARMS TO ALIGN WITH STATE STATUTE 45-9-53.**

Alderman Sistrunk, duly seconded by Alderman Miller, offered a motion to amend Starkville Ordinance Section 82-6 relating to the discharge of firearms to align with State Statute 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: Nay |

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

#### **CITY OF STARKVILLE, MISSISSIPPI ORDINANCE SECTION 82-6 As amended March 5, 2019**

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.

**13. 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.**

Alderman Walker, duly seconded by Alderman Miller, offered a motion to approval 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. 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.

(Resolution on following page)

**14. CONSIDERATION OF HIRING A COMMUNITY DEVELOPMENT DIRECTOR.**

Alderman Walker, duly seconded by Alderman Miller, offered a motion to offer Dr. Kim the position of Community Development Director at a salary of \$88,500 with the standard probation period.

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.

**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 Jason Walker moved and Alderman Patrick Miller 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: 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    | Voted: aye |

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.

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D. Lynn Spruill  
Mayor, City of Starkville, Mississippi

Attested:

*Seal*

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Lesa Hardin, City Clerk / CFO

**15. 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.**

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve 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. 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.

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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 (3<sup>rd</sup>) 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 (1<sup>st</sup>) Business Day of each month, commencing in the first (1<sup>st</sup>) 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 (1<sup>st</sup>) Business Day of each month, beginning with the first (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) Business Day of each month, commencing in the first (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) Business Day of each month, beginning with the first (1<sup>st</sup>) 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 (1<sup>st</sup>) Business Day of each month, beginning with the first (1<sup>st</sup>) 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 (15<sup>th</sup>) 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.

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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 (20<sup>th</sup>) 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 Jason Walker offered and Alderman Sandra Sistrunk seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

|                               |            |
|-------------------------------|------------|
| Alderman Ben Carver           | voted: aye |
| Alderwoman Sandra C. Sistrunk | voted: aye |
| Alderman David Little         | voted: aye |
| Alderman Jason Walker         | voted: aye |
| Alderman Patrick Miller       | voted: aye |
| Alderman Roy A. Perkins       | voted: nay |
| Alderman Henry N. Vaughn, Sr. | voted: aye |

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried, and the resolution adopted on the 5<sup>th</sup> day of March, 2019.

**City of Starkville, Mississippi**

---

D. 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<br/>Maturity</u> | <u>Principal<br/>Amount</u> | <u>Interest<br/>Rate</u> | <u>Yield</u> | <u>Year of<br/>Maturity</u> | <u>Principal<br/>Amount</u> | <u>Interest<br/>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 / CFO

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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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<br>(Per Month) | Rate        |
|-------------------------------|-------------|
| Minimum Fee                   | \$_____     |
| _____ gallons                 | \$_____ per |

|                            |                                 |
|----------------------------|---------------------------------|
|                            | thousand gallons                |
| More than _____<br>gallons | \$_____ per<br>thousand gallons |

Sewer rates for users within the corporate limits of the Municipality through metered services are as follows:

| Usage Category<br>(Per Month)          | Rate                            |
|----------------------------------------|---------------------------------|
| Minimum Fee                            | \$_____                         |
| Within<br>Municipality, plus<br>usage  | \$_____ per<br>thousand gallons |
| Outside<br>Municipality, plus<br>usage | \$_____ per<br>thousand gallons |
| Flat rate (sewer<br>only)              | \$_____                         |

Water rates for users outside the corporate limits of the Municipality through metered services are as follows:

| Usage Category<br>(Per Month) | Rate                            |
|-------------------------------|---------------------------------|
| Minimum Fee                   | \$_____                         |
| _____ gallons                 | \$_____ per<br>thousand gallons |
| More than _____<br>gallons    | \$_____ per<br>thousand gallons |

Sewer rates for users outside the corporate limits of the Municipality through metered services are as follows:

| Usage Category<br>(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.

|                                                |  |  |  |  |  |  |
|------------------------------------------------|--|--|--|--|--|--|
|                                                |  |  |  |  |  |  |
| <b>REVENUES</b>                                |  |  |  |  |  |  |
| <b>Water &amp; Sewer Sales</b>                 |  |  |  |  |  |  |
| <b>Other Revenues</b>                          |  |  |  |  |  |  |
| <b>TOTAL OPERATING REVENUES</b>                |  |  |  |  |  |  |
|                                                |  |  |  |  |  |  |
| <b>EXPENSES</b>                                |  |  |  |  |  |  |
| <b>Personnel</b>                               |  |  |  |  |  |  |
| <b>Material &amp; Supplies</b>                 |  |  |  |  |  |  |
| <b>Professional Services</b>                   |  |  |  |  |  |  |
| <b>Other</b>                                   |  |  |  |  |  |  |
| <b>TOTAL OPERATING EXPENSES</b>                |  |  |  |  |  |  |
|                                                |  |  |  |  |  |  |
| <b>NET REVENUES AVAILABLE FOR DEBT SERVICE</b> |  |  |  |  |  |  |
|                                                |  |  |  |  |  |  |
| <b>EXISTING DEBT SERVICE*</b>                  |  |  |  |  |  |  |
| <b>AVAILABLE REVENUE FOR NEW DEBT SERVICE</b>  |  |  |  |  |  |  |
|                                                |  |  |  |  |  |  |
| <b>PROFORMA DEBT SERVICE***</b>                |  |  |  |  |  |  |
|                                                |  |  |  |  |  |  |
| <b>DEBT SERVICE COVERAGE</b>                   |  |  |  |  |  |  |

Assumptions:

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Debt:

\*Existing:

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\*New Issue:

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### **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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) 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 (1<sup>st</sup>) Business Day of each month, beginning with the first (1<sup>st</sup>) 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 (1<sup>st</sup>) Business Day of each month, beginning with the first (1<sup>st</sup>) 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](mailto:l.hardin@cityofstarkville.org)  
City Hall  
110 West Main Street  
Starkville, Mississippi 38654

or

Brad C. Davis, Esq.  
[bdavis@joneswalker.com](mailto: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](http://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<br/>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<br/>States</u> | <u>County as %<br/>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](http://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</u><br><u>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<br/>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](http://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](http://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<br/>Property</u> | <u>Personal<br/>Property</u> | <u>Public<br/>Utility<br/>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><br><u>September 30</u> | <u>Taxes</u><br><u>Due</u> | <u>Taxes</u><br><u>Collected</u> <sup>1</sup> | <u>Difference</u><br><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                                  |

<sup>1</sup> 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 (15<sup>th</sup>) 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<br>(Last Completed Assessment<br>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<br>Debt Limits after Issuance<br>of the Bonds          | <u><b>\$10,366,343</b></u> | <u><b>\$19,503,958</b></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 <sup>1</sup> | 6/13/13              | \$1,760,000               |

<sup>1</sup> 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](http://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)

**16. 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.**

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve a Special Event request by the Greater Starkville Development Partnership to hold the annual King Cotton Crawfish Boil on May 10, 2019 and have City participation with in-kind services. The Board voted as follows:

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

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

**17. 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 6, 2019 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.**

Alderman Little, duly seconded by Alderman Miller, offered a motion to approve a Special Event request by the Greater Starkville Development Partnership to hold a new special event called Taco Hop to be held April 6, 2019 and have City participation with in-kind services. The Board voted as follows:

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

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

**18. 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.**

Daniel Havelin presented VA 19-02. 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).

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion, based on the variance criteria in the staff report, to approve 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.

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.

**19. 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.**

Daniel Havelin presented VA 19-03. 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. Due to some existing site constraints, the applicant is requesting a variance to locate a new monument style sign within the five-foot sign setback from the right-of-way. Alderman Little, duly seconded by Alderman Walker, offered a motion based on the variance criteria in the staff report to approve 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 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.

**20. 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.**

Daniel Havelin presented VA 19-04. 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.

Mr. Couvillion noted he is looking to recreate the original character and quality of the neighborhood and he would appreciate the Board granting the variance.

Alderman Vaughn, duly seconded by Alderman Little, offered a motion based on the variance criteria in the staff report to approve 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. Alderman Walker asked that a sidewalk be added from the east to west property line that conforms to the City sidewalk standard. Alderman Vaughn accepted this as an amendment to the motion and express condition of approval. 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.

## **21. 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 ZONE WITH THE PARCEL #103H-00-016.07.**

Daniel Havelin presented VA 19-05. 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.

Alderman Walker, duly seconded by Alderman Little, offered a motion based on the variance criteria in the staff report to approve 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 contingent upon the "TIRES" signage being removed from the request and only the larger "GATEWAY" corporate signage being installed.

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: Nay |
| Alderman Roy A'. Perkins   | Voted: Yea |
| Alderman Henry Vaughn, Sr. | Voted: Yea |

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

## **22. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET**

Upon the motion of Alderman Little, duly seconded by Alderman Walker, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, 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. 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   | \$ 304,710.44   |
| Restricted Fire Fund        | 003   | 29,922.67       |
| Airport Fund                | 015   | 24,894.47       |
| Sanitation                  | 022   | 56,325.63       |
| Landfill                    | 023   | 2,091.70        |
| Computer Assessments        | 107   | 175.00          |
| Industrial Park Bond        | 303   | 198,170.29      |
| Park and Rec, Tourism       | 375   | 1,311.25        |
| Trust & Agency              | 610   | 13,884.77       |
| Economic Dev, Tourism, Conv | 630   | 80,315.11       |
| Sub Total Before Utilities  |       | \$ 711,801.33   |
| Utilities Dept.             | SED   | 772,824.51      |
| Total Claims                | Total | \$ 1,484,625.84 |

### **23. CONSIDERATION OF A FACILITY USE AGREEMENT WITH CROSSPOINT CHURCH.**

Alderman Little, duly seconded by Alderman Miller, offered a motion to approve a facility use agreement with Crosspoint Church with section 1.03 applying to all services. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. (Agreement on following page)

### **24. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH SWING ELITE 11U FOR USE OF A BASEBALL FIELD.**

Alderman Walker recused himself due to his son being on the Swing Elite 11U team.

Alderman Little, duly seconded by Alderman Miller, offered a motion to approve a facility use agreement with Swing Elite 11U for use of a baseball field. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. (Agreement follows CrossPoint)

**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.

**1.04** 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**

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

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

#### **CITY OF STARKVILLE**

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

Mayor

Date:\_\_\_\_\_

**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.

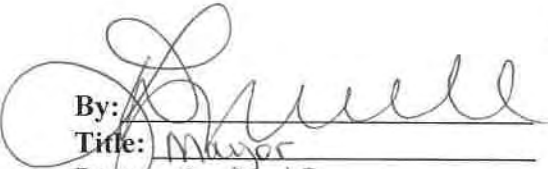
**14.05** This Agreement may only be amended by written instrument approved and executed by both parties.

**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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Title: Mayor  
Date: 3-5-19

**25. 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.**

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve 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. 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.

**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

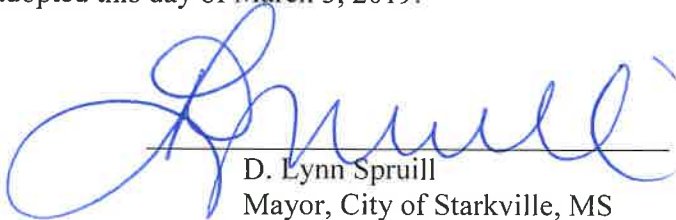
**WHEREAS**, the PSC issued an Order, effective February 26, 2019, cancelling said portion of OCWA's certificated area.

**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.

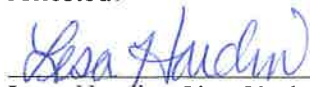
Alderman Jason Walker moved and Alderman Sandra Sistrunk seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was as follows:

|                          |               |
|--------------------------|---------------|
| Alderman Ben Carver      | Voted: 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    | Voted: absent |

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:

  
Lesa Hardin, City Clerk



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

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

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

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

**27. A MOTION TO ENTER EXECUTIVE SESSION.**

Alderman Vaughn offered a motion to enter Executive Session for the purpose of potential litigation relating to a wastewater backup claim. Following a second by Alderman Miller, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of potential litigation relating to a wastewater backup claim. At this time, the Board entered Executive Session.

**28. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.**

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

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

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

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

**29. MOTION TO RECESS UNTIL MARCH 19, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

Upon the motion of Alderman Miller, duly seconded by Alderman Walker, for the Board of Aldermen to Recess the meeting until March 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)



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:** Mayor  
**AGENDA DATE:** 3-19-19  
**PAGE:** 1

**SUBJECT:** Request approval of Resolution of Registration with Mississippi Office of Surplus Property

**AMOUNT & SOURCE OF FUNDING:** N/A

In order for any municipality to purchase from the Mississippi Department of Surplus Property, it must be authorized in the minutes by the Board of Aldermen.

**REQUESTING  
DEPARTMENT:** Finance and Admin

**DIRECTOR'S  
AUTHORIZATION:** Lesa Hardin

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**SUGGESTED MOTION:** Approval of Resolution of registration with Mississippi Office of Surplus Property

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## **RESOLUTION**

**Be it resolved by the Governing Board, or Chief Administrative Officer, and hereby ordered that the official whose name, title and signature are listed below shall be and is hereby authorized as our representative to acquire Surplus Property under the Terms and Conditions specified in the Certifications and Agreements.**

The Contact Person for all issues regarding this account:

Lesa Hardin                      City Clerk / CFO

*Signature*

Signature of Mayor: \_\_\_\_\_

**D. Lynn Spruill**



Mississippi Office of Surplus Property  
P.O. Box 5778, Jackson, MS. 39288  
Phone: 601-939-2050  
Fax: 601-939-4505

**UPDATE APPLICATION FOR ELIGIBILITY  
FOR FEDERAL PROPERTY DONATION PROGRAM**

To Receive Federal and State Surplus Property

Director's Approval: \_\_\_\_\_

Date Approved: \_\_\_\_\_

**I. Legal Name and Mailing Address of Organization (Donee):**

Name of Organization: City of Starkville  
Mailing Address: 110 West Main Street / Starkville, MS 39759  
Email Address: lhardin@cityofstarkville.org  
If P. O. Box or Route, give street address/location of facility: \_\_\_\_\_

County: Okfuskeena Federal ID Number: 64-6001082  
Telephone No.: (662) 323-2525 FAX No.: (662) 323-4961

**II. Update Donee Status (See Page 2, Item IV.) YOU MUST CHECK ONE:**

[ ] Public Agency including Public Schools (tax supported) ☒ Nonprofit, Tax-exempt Organizations  
[ ] Veteran's Organization [ ] Small Business Administration (8a Contractor) [ ] Service Educational Activity

**III. Changes:** Have the operations of your organization changed since your last update or approval application in population serving, area serving or type of program? ☒ No [ ] Yes If yes, please explain in full.

NOTE: Please attach the information explaining any changes, if required. If the information in #5 is not attached to this update application, your account will remain or will be placed in and "INACTIVE" status.

PLEASE attach evidence of approval, accreditation or licensing, if required, for one or more programs.

**RESOLUTION**

"Be it resolved by the Governing Board, or Chief Administrative Officer, and hereby ordered that the official whose name, title and signature are listed below shall be and is hereby authorized as our representative to acquire Surplus Property from the Mississippi Office of Surplus Property under the Terms and Conditions specified in the Certifications and Agreements." This representative will be our "Contact Person" for all issues regarding this account.

Lesa Hardin City Clerk / CFO Lesa Hardin  
Contact Person Title Signature

Signature of Authorized Official: \_\_\_\_\_ Date: 3-20-2019

(Must be CEO/Director of Organization)

Print/Type Name: D. Lynn Spruill Title: Mayor

**IV. Update Donee Status:**

Tax Supported organizations qualify as a public agency. This includes all cities, counties and state government offices. Also, public schools, public hospitals, etc.

Also included as a public agency is any rural fire department which has obtained its "Certificate of Incorporation" from the Secretary of State's Office of Mississippi. Rural, volunteer fire departments MUST attach a copy of the "Certificate of Incorporation" from the Secretary of State's Office, a letter from the County Coordinator stating amount received from tax mil and a letter stating one year's training classes for each month.

Non-profit / tax exempt organizations are not always eligible to qualify for this program. Only certain nonprofit / tax exempt organizations are eligible. An organization must provide an accredited education service (school, including non-profit / tax exempt daycares) or be a licensed health facility (clinic, hospital, etc.).

\*Homeless shelters and/or organizations which provide assistance to the NEEDY. These organizations MUST provide a letter from a city, county or state official confirming their operation is a beneficial help to the area AND THE APPROXIMATE NUMBER OF PERSONS SERVED PER MONTH \_\_\_\_\_.

Museums which meet specific criteria (at least one full time staff member, open to the public no less than 1,000 hours per year); and programs which operate under the Older Americans Act.

If you have any questions as to your eligibility feel free to call this office.

**V. All organizations applying as NON-PROFIT must provide a written description of their program/services offered, including a description of the facility.**

**VI. Source of Funding (Attach supporting documentation):**

☒ Tax Supported    ☐ Grant    ☐ Contributions    ☐ Other \_\_\_\_\_

**VII. Has the organization been determined to be tax exempt under Section 501 of the Internal Revenue Code of 1954? Letter must have same name and address as shown on this application.**  
☐ No    ☒ Yes (attach a copy of the letter)

**VIII. Is the Donee organization approved, accredited, or licensed?**

By what authority? \_\_\_\_\_  
(attach a copy)

If, by state law, your organization must be licensed, you must provide us with a current copy of your license and update this copy with us every time it expires.

If you are a school and not listed in the Department of Education's Directory such as some private schools, you must provide us with letters from three (3) facilities of higher education which state that they will accept your students.

**Signature of Authorized Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**COMPLIANCE INFORMATION:**

What you will agree to when you sign your distribution document (Invoice):

You agree to use the surplus property only in the official program which you represent; **AND**

You agree to put the surplus property into use within 12 months and to use it for at least 12 months; **AND**

You agree to use certain items (such as vehicles) for eighteen (18) months or longer (these items are distinguished by a notation on the distribution document (Invoice); **AND**

You agree to pay the U.S. Government if you do not use the property according to your agreement.

**HOW PROPERTY IS ALLOCATED TO DONEES:**

After completing these forms mail, email, or fax all back to this office, with necessary documentation. You will be sent a letter or email as to your status. Once you receive the letter that your organization has been updated you may start using this program. We have a stocked warehouse and yard for your convenience. You may acquire as much property as you need as often as you like, however, the items you obtain must work with your program function. For example, a hospital would not be allowed to acquire an armored personnel carrier.

**Invoices:**

There is service charge/handling fee for all items processed through this office. However, this charge will be a small percentage of the original acquisition cost.

All items are invoiced through our Warehouse Office and must be signed by an authorized representative from the approved Donee organization.

A copy of the invoice will be given to the authorized representative for your records. Monthly statements will be sent showing the balance, if any, on your account.

**PAYMENT OF INVOICES (SERVICE CHARGES):**

Invoices must be paid for with a check imprinted with the name of the approved organization for which the items were invoiced. NO EXCEPTIONS! This means no cash, no money orders, no personal checks, etc.

Though it is acceptable to pay for more than one invoice per check, these invoices must all be for the same Donee organization. The Donee's account number is listed on the invoice. Checks must be for only one (1) account number.

Signature of  
Authorized Official: \_\_\_\_\_ Date: \_\_\_\_\_

### **NONDISCRIMINATION ASSURANCE**

The Donee, agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulation of the General Services Administration (41 CFR 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendment of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987, to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate the agreement.

**Signature of**

**Authorized Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

State Plan of Operation requires the Mississippi Office Surplus Property to screen each Applicant Organization to determine whether the applicant has a right to obtain financial assistance/property in accordance with federal regulation on debarment, suspension, ineligibility and exclusion. Each applicant organization/covered contractor must also screen each of its covered subcontractors. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the Applicant organization accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the Organization rendered an erroneous certification, in addition to other remedies available to the federal government, Mississippi Office of Surplus Property, the United States General Services Administrator or any other federal department or agency may pursue available remedies, including suspension and/or debarment.
2. The Organization shall provide immediate written notice to the Agency to which this certification is submitted if at any time the Organization learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred", "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntary exclusion," as used in this certification have meaning based upon material in the State Plan of Operation of Mississippi Office of Surplus Property.
4. The Organization agrees by submitting this certification that, should eligibility to acquire property be granted, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Mississippi Office of Surplus Property, the United States General Services Administration or any other federal department or agency.
5. The Organization further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contract" without modification, in all covered subcontracts in solicitation for all covered subcontracts.
6. The Organization may rely upon a certification of a potential subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. An Organization must at a minimum obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if an Organization in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the United States General Services Administration, or any other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS.**

**Indicate in the appropriate space which statement applies to the covered potential contractor:**

☐ The organization certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department, agency or by the State of Mississippi.

☐ The organization is unable to certify to one or more of the terms in this certification, and the organization must attach an explanation for each of the above terms to which they are unable to make certification.

**Signature of**

**Authorized Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## AUTHORIZED REPRESENTATIVES

### I. Who to Authorize:

Any person listed below will be recognized as a representative of the applicant organization with the authority to sign for and pick up property. The organization agrees to pay for all invoices signed by those listed and be held liable for property being used as the program requires.

At any time this list may be changed (persons added or deleted) with a letter on organization letterhead signed by the authorized official you have noted on these forms. This letter can be mailed, faxed or hand delivered.

**Please note that the changes must be in writing, on letterhead and signed by the "authorized official", not by one of the "representatives".**

### II. Representatives:

| Name (Print/Type)         | Title/Email                                              | Signature          |
|---------------------------|----------------------------------------------------------|--------------------|
| <u>Lesa Hardin</u>        | <u>, City Clerk l.hardin@cityofstarkville.org</u>        | <u>Lesa Hardin</u> |
| <u>R. Frank Nichols</u>   | <u>, Police Chief r.nichols@</u>                         | <u>"</u>           |
| <u>Charles Yarbrough</u>  | <u>, Fire Chief c.yarbrough@</u>                         | <u>"</u>           |
| <u>Edward Kemp</u>        | <u>, Engineer e.kemp@</u>                                | <u>"</u>           |
| <u>Gerry Logan</u>        | <u>, Park Director glogan@starkvilleparks.org</u>        | <u></u>            |
| <u>Calvin Ware</u>        | <u>, Sanitation Director c.ware@cityofstarkville.org</u> | <u></u>            |
| <u>Rodney Lincoln</u>     | <u>, Airport Mgr. r.lincoln@</u>                         | <u>"</u>           |
| <u>Terry Kemp</u>         | <u>, Utilities Mgr. tkemp@starkvilleutilities.org</u>    | <u></u>            |
| <u>Navarrette Ashford</u> | <u>, HR Director n.ashford@cityofstarkville.org</u>      | <u></u>            |
| <u>Joel Clements</u>      | <u>, IT Director joel.clements@</u>                      | <u>"</u>           |
| <u>Shalonda Sykes</u>     | <u>, Court Clerk s.sykes@</u>                            | <u>"</u>           |

#### NOTE:

☒ Purchase orders will be honored if required by the organization.

(Check this box if a P.O. number is required before releasing any property.)

Signature of

Authorized Official: \_\_\_\_\_ Date: \_\_\_\_\_



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

**AGENDA ITEM DEPT.:** Mayor  
**AGENDA DATE:** 3-19-2019  
**PAGE:** 1 of

**SUBJECT:** Consideration of rental of a Sanitation Garbage Truck and / or Front End Loader if needed.

**AMOUNT & SOURCE OF FUNDING:** 022-322-691-550: Miscellaneous Rental

A budget transfer can be made from Garbage Bags which has approximately \$30,000 remaining to cover the rental.

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

Due to a fire in the early morning hours of March 18, two sanitation trucks and a front end loader were heavily damaged. Renasant and Liberty Insurance are currently evaluating the claim.

A sanitation truck is available for rent in Alabama if one is needed. (In 2015 a front end loader was rented from Big Truck Rentals of Florida) .Mr. Ware has adjusted the employee shifts to utilize the trucks remaining. Two older trucks have been serviced and are in use now. This authorization will allow Mr. Ware to rent a large Garbage Truck at a cost of \$6,000 per month should the current collection plan fail prior to purchase of replacement(s).

**REQUESTING  
DEPARTMENT:** Mayor's Office

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

**FOR MORE INFORMATION CONTACT:** Mayor Spruill or Calvin Ware

---

**SUGGESTED MOTION:** Move approval of authorization to rent a Sanitation Garbage Truck and / or Front End Loader if deemed necessary by the Sanitation Director and Mayor.



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

**AGENDA ITEM DEPT.:** Mayor  
**AGENDA DATE:** 3-19-2019  
**PAGE:** 1 of 1

**SUBJECT:** Consideration of advertising for two Sanitation Garbage Trucks and a Front End Loader.

**AMOUNT & SOURCE OF FUNDING:** Amount TBD

The source of payment will be the Sanitation Dept. from the accounts which two of the trucks are currently being financed. Principal Payment: 022-325-820-874 and Interest Payment: 022-325-830-873.

**FISCAL NOTE:**

The amount to be financed will depend on the insurance offer and amount received from bidders.  
The remaining balance on the two trucks is \$122,110.57 with final payment to be made March 2021.  
The front end loader is owned by the City.

**AUTHORIZATION HISTORY:**

Due to a fire in the early morning hours of March 18, two sanitation trucks and a front end loader were heavily damaged. Renasant and Liberty Insurance are currently evaluating the claim.

Two older trucks have been serviced and are in use now. This authorization will allow City to begin process of advertising to replace at least two of the trucks that appear to be totally losses.

**REQUESTING  
DEPARTMENT:** Mayor's Office

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

**FOR MORE INFORMATION CONTACT:** Mayor Spruill or Calvin Ware

---

**SUGGESTED MOTION:** Move approval of authorization to begin advertising for one (or two depending on insurance and damages) Sanitation Garbage Truck(s) and a Front End Loader.



**AGENDA ITEM DEPT.: Administration**

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

**AGENDA DATE:** March 19, 2019

**PAGE:** 1 of 1

**SUBJECT:** Update on the status of Park projects and grants

**AMOUNT & SOURCE OF FUNDING:** N/A

**FISCAL NOTE:** N/A

**AUTHORIZATION HISTORY:** N/A

**REQUESTING  
DEPARTMENT:** Administration

**DIRECTOR'S  
AUTHORIZATION:** Vice Mayor Perkins

**FOR MORE INFORMATION CONTACT:** Vice Mayor Perkins

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**SUGGESTED MOTION:**

N/A



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

**AGENDA ITEM DEPT.: AIRPORT  
AGENDA DATE: March 19, 2019  
PAGE: 1**

**SUBJECT:** Request Approval to Enter into a Lease Agreement between the City of Starkville and Circle S Aviation, LLC for use of Partial Area of the South Hangar Located on George M. Bryan Field

**AMOUNT & SOURCE OF FUNDING:**

**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

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**SUGGESTED MOTION:** Move to Approve to Enter into a Lease Agreement between the City of Starkville and Circle S Aviation, LLC for use of Partial Area of the South Hangar Located on George M. Bryan Field

**LEASE AGREEMENT  
BETWEEN  
CITY OF STARKVILLE, MISSISSIPPI  
AND  
CIRCLE S AVIATION, LLC**

This Lease Agreement is entered into on this the 20th day of March, 2019 by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **Circle S Aviation, LLC** "Lessee".

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

**WHEREAS**, Lessee desires to use the leased premises for flight training, aircraft maintenance and storing of aircraft; and

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

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

1. **LEASED PREMISES.** Lessor hereby leases to Lessee, upon all of the covenants and conditions contained herein including access thereto, the following portions of the Leased Premises: the hangar area (containing approximately 10,000 square feet), and rooms 1, 2, 3, & 4 consisting of approximately 1,334 square feet of the northern portion of the first floor, and the parking area designated on Exhibit A, but excluding the entire second floor, and excluding the southern interior area south of the hangar depicted in blue on Exhibit A. The Lessor reserves the right to have access to the southern portion of the building through the west, east and south existing doors. The northern doors, between the south bay and the hangar, are to be secured at all times on both sides of each door.

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

3. TERM. The term of this lease shall run for twelve (12) months, commencing on March 20, 2019, and continuing through March 19, 2020, unless otherwise terminated as provided herein. Lessee may only terminate the Lease without cause during the last ninety (90) days of the 12-month term upon written notice to the Lessor.

4. RENT. The parties hereto agree that the rent for the Leased Premises during the term of the lease shall be \$1,000.00 per month, with the first payment due on the 20th day of March, 2019, and subsequent payments due on the 1<sup>st</sup> day of each month thereafter for eleven (11) months. Rent due for the first month shall be pro-rated accordingly. Rent shall be paid to the Starkville Bryan Field Airport, P.O. Box 1424, Starkville, MS 39760. In the event rent is not received within ten (10) business days after due date, Lessee agrees to pay a late charge of 5% of said Rent then due. If Lessee breaches this Lease or vacates the premises prior to expiration of the Lease, Lessor may accelerate the term of this Lease and declare all rents for the remaining term to be immediately due and payable. In addition, if the Lessee should vacate the Leased Premises, for any reason, prior to the expiration of the Lease, Lessee shall be liable to Lessor, in addition to all other damages and remedies arising from Lessee's breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the Leased Premises.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises. The Lessee shall be responsible for any utility late fees. In the event that a certain public utility is necessary but not available on the Leased Premises, Lessor shall furnish, at Lessor's cost, said utility and all utilities necessary for the Lessee's use of the Leased Premises.

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

All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be

required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

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

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

9. INSURANCE AND INDEMNITY. Lessee agrees to maintain, and provide proof of said insurance to Lessor, at its own expense, liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of any one occurrence. Said insurance shall provide for contractual liability coverage to cover any and all of the obligations assumed herein. Said insurance shall name the City of Starkville as an additional insured and contain a waiver of subrogation in favor of the City of Starkville. Lessee agrees to provide proof of liability insurance to the Airport Director for any and all aircraft based, operated or maintained at Starkville Bryan Field. Lessee agrees to maintain worker's compensation insurance for its employees, as required by law.

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

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises office areas without Lessor's prior written consent, such consent not to be unreasonably withheld. Lessee may lease individual hangar spaces at the same rate as the FBO rates for aircraft per month, not to exceed the term of this lease. If another entity requests to lease all 4,000 square feet of the northern first floor, all 4,000 square feet of the second floor and the 10,000 square foot hangar area, Circle S Aviation, LLC, holds the option to match the monthly lease amount and term or cancel this lease. In the event of cancellation of the lease under this provision, Lessee shall have ninety (90) days to fully vacate the premises.

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

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

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

12. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface

of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

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

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

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

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

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

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

agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

19. WASTE. (a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease and were caused solely by Lessee's actions or omissions, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste")

generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

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

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

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

and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

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

21. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Starkville Municipal Airport grounds, unless such damages is the proximate result of the negligence or unlawful act of Lessor, its agents or employees.

22. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor:      City of Starkville  
                      Attention: Mayor Lynn Spruill  
                      110 West Main Street  
                      Starkville, MS 39759

To Lessee:      Circle S Aviation, LLC  
                      904 Jordan Lane  
                      Starkville, MS 39759

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

LESSEE

Circle S Aviation, LLC

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

ATTEST:

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

LESSOR

CITY OF STARKVILLE, MS

BY: \_\_\_\_\_  
LYNN SPRUILL, Mayor

ATTEST:

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





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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** March 19, 2019  
**PAGE:** Page 1 of 9

**SUBJECT:**

A Special Event request by the Starkville Area Arts Council to hold the 2019 Cotton District Arts Festival and have City participation with in-kind services.

**AMOUNT & SOURCE OF FUNDING**

The estimated cost to the City is \$12,250.00 with the funding being indirectly associated with the cost of city services from multiple departments.

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

|                             |                    |
|-----------------------------|--------------------|
| Police Department           | \$ 4,850.00        |
| Sanitation Department       | \$ 4,650.00        |
| Fire Department             | \$ 700.00          |
| Street Department           | \$ 850.00          |
| <u>Starkville Utilities</u> | <u>\$ 1,200.00</u> |
| TOTAL                       | \$12,250.00        |

**FISCAL NOTE:**

N/A

**AUTHORIZATION HISTORY:**

The applicants are requesting in-kind services to hold the 2019 Cotton District Arts Festival in the Cotton District from 8am to 5pm on April 13, 2019. The event will have a setup time of 5am and a takedown time of 7 pm. The requested service includes Starkville Police Department, Sanitation Department, Fire Department, Street Department, and Starkville Utilities with a total cost \$12,250.00. Insurance has been submitted to the city attorney for review.

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:** Lynn Spruill

**FOR MORE INFORMATION CONTACT:**

Daniel Havelin @ 662-232-2525 ext 3136 or Emily Corban @ 662-232-2525 ext 3138

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**SUGGESTED MOTION:**

Move approval of the 2019 Cotton District Arts Festival with in-kind services to be held on April 13, 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](mailto: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 2019 Cotton District Arts Festival Is this a reoccurring event: ☒ Yes ☐ No  
Applicant's Name John W. Bateman Mobile Number (214) 336-6826  
Organization Name Starkville Area Arts Council Email director@starkvillearts.org  
Organization Address 101 S. Lafayette St. Suite 18, Starkville, MS 39759 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 TENTATIVE MAP

On-Site Contact Sarah Wadford Mobile Number (601) 259-4730  
Date and Times of Event (From) 4/13/2019 9:00 AM (To) 4/13/2019 5:00 PM  
(DATE) (TIME) (DATE) (TIME)  
Date and Times of Setup and Takedown (From) 4/13/2019 5:00 AM (To) 4/13/2019 7:00 PM  
(DATE) (TIME) (DATE) (TIME)

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

Type of Event (check all that apply): ☐ Walk/Run ☐ Procession ☐ Concert ☐ Awareness/Rally ☐ Street Closing Event  
☐ Sale/Market ☐ Other please specify: Arts 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 <u>4,850.00</u>     | Parks Department cost _____                |
| By <u>Mark Butler</u> Date <u>3-11-19</u>  | By _____ Date _____                        |
| Starkville Utilities cost <u>\$1200.00</u> | Sanitation Department cost <u>4,650.00</u> |
| By <u>[Signature]</u> Date <u>2/28/19</u>  | By <u>Casper Ware</u> Date <u>2-28-19</u>  |
| Fire Department cost <u>\$700.00</u>       | Street Department cost <u>\$850.00</u>     |
| By <u>Ma M-Cy</u> Date <u>2-28-19</u>      | By <u>G. Kemp</u> Date <u>3/11/19</u>      |

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 John W. Bateman Date 2/20/2019

Signature [Signature]

## **ATTACHMENT TO SPECIAL EVENT APPLICATION**

**STATE OF MISSISSIPPI  
COUNTY OF OKTIBBEHA**

### **AGREEMENT TO INDEMNIFY**

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

Starkville Area Arts Council (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: John W. Bohner  
Title: EXECUTIVE DIRECTOR, STARVILLE AREA ARTS COUNCIL

**ATTEST:**

By: Cynthia Allen  
Title: Admin. Asst - GSIDP

## 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

20 FEB 2019

Print Name

John W. Bateman, Executive Director

Organization

Starkville Area Arts Council



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077394588  
Oct. 16, 2017 LTR 4168C 0  
64-0883420 000000 00  
00022330  
BODC: TE

STARKVILLE AREA ARTS COUNCIL INC  
101 S LAFAYETTE ST STE 18  
STARKVILLE MS 39759-2914



017251

Employer ID Number: 64-0883420  
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Sep. 21, 2017, regarding your tax-exempt status.

We issued you a determination letter in November 1997, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

4077394588  
Oct. 16, 2017 LTR 4168C 0  
64-0883420 000000 00  
00022331

STARKVILLE AREA ARTS COUNCIL INC  
101 S LAFAYETTE ST STE 18  
STARKVILLE MS 39759-2914

Sincerely yours,

*Stephen A. Martin*

Stephen A. Martin  
Director, EO Rulings & Agreements

CDAF is a smoke free event.  
Respect our planet.

# Cotton District

## Arts Festival

April 16, 2016  
www.CDAFestival.com

4/13/19



closed!



### WEST STAGE:

- 9:00 Stormy Monday
- 10:00 Ted Skelton
- 11:00 Decade 7
- 12:00 CDAF Songwriter's Competition Winners
- 1:00 The Peddler
- 2:00 Big Rhonda's DREAM Factory
- 3:00 The Old Memphis Kings
- 4:00 The Flames

### EAST STAGE:

- 9:00 Honey Boy & floods
- 10:00 Cedar Creek Ramblers
- 11:00 The Beva
- 12:00 The Compilers
- 1:00 Young Robert Jones
- 2:00 TurfSkidz
- 3:00 Hallford Ford
- 4:00 Stagelee

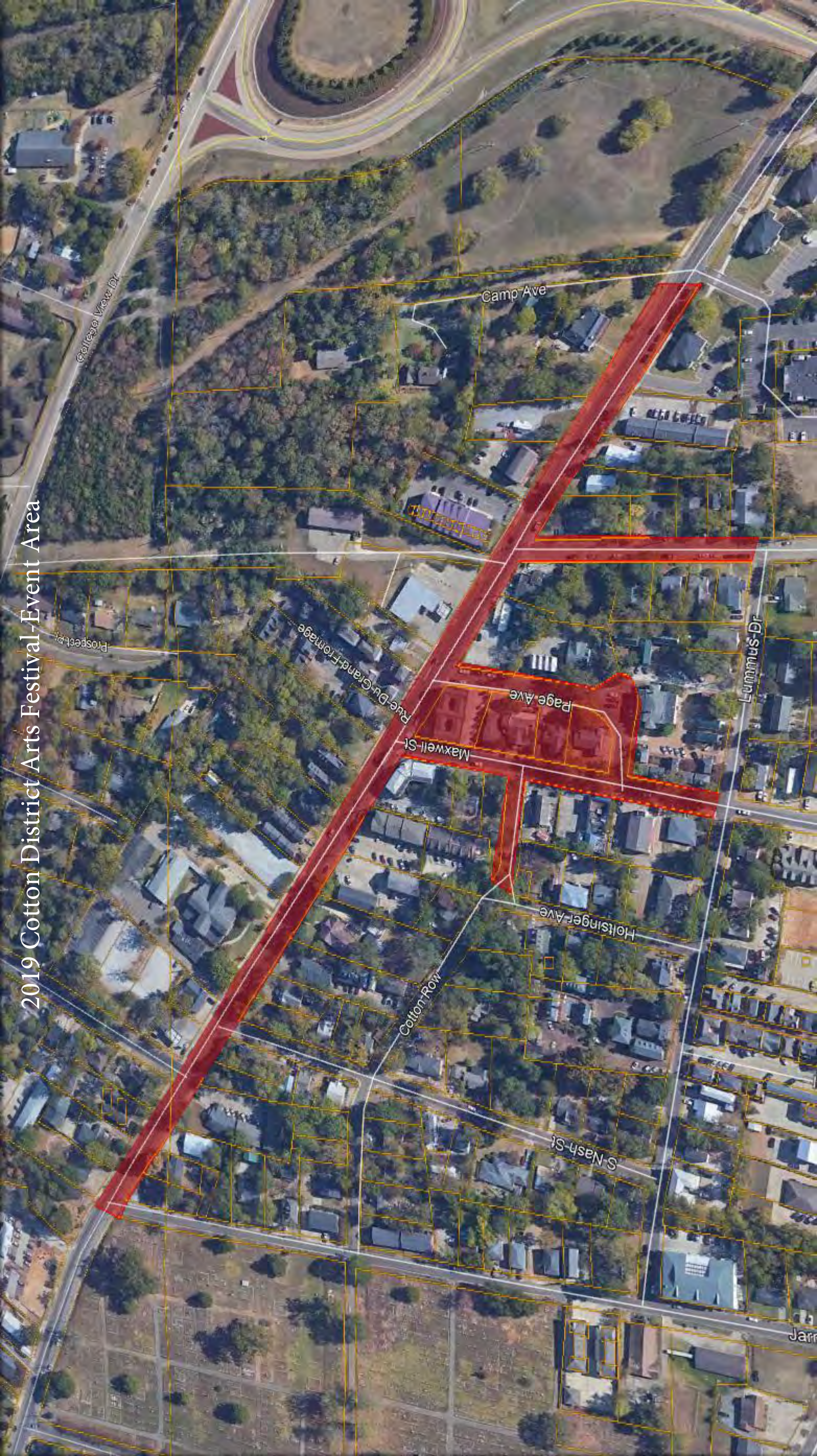
### SOUTH STAGE:

- 9:30 10:00 Pet Parade Awards and tricks
- 10:15-10:45 Starkville High School Musical
- 11:00-11:30 Starkville High School Chorus
- 11:45-12:15 Armstrong Music School Musical
- 12:30 1:00 Armstrong Middle School Chorus
- 1:15 1:45 AA of JC Praise Raisers
- 2:00-2:30 Starkville Strngs School
- 2:45-3:15 Starkville High School Jazz Band
- 3:30-4:00 Poetry Slam

List + ATMs

TENTATIVE

2019 Cotton District Arts Festival-Event Area





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

**AGENDA ITEM DEPT.:** Community Dev.- Planning  
**AGENDA DATE:** March 19, 2019  
**PAGE:** Page 1 of 6

**SUBJECT:**

Discussion and Consideration of LW 19-02 a request for Landscape Waiver from perimeter parking landscape requirements at 602 Highway 12 East in a C-2 zone with the parcel number 102H-00-178.00.

**AMOUNT & SOURCE OF FUNDING**

N/A

**FISCAL NOTE:**

N/A

**AUTHORIZATION HISTORY:**

The applicant is currently in the process of remodeling an existing building to convert to a restaurant (Chicken Salad Chick). As part of the renovation the site was required to meet all landscape requirements. The applicant received an approved site plan with a landscape plan that met all the requirements. Since the time of site plan approval, issues with an adjacent property owner arose that will prevent the west side of the parking lot from being landscaped fully. The applicant is seeking a Landscape Waiver from the perimeter parking landscape requirements on the western side of the parking lot. On March 6, 2019 the Starkville Tree Advisory Board vote unanimously to recommend approval with one condition.

Recommended condition by the Starkville Tree Advisory Board:

That the applicant reduces the perimeter landscape strip to 2 feet and does one of the following:

- a. Moves the 3 required canopy trees to another location on the property

OR

- b. Replaces the 3 required canopy trees in the perimeter landscape island with 3 fastigate or linear tree species

**REQUESTING**

**DEPARTMENT:** Community Development

**DIRECTOR'S**

**AUTHORIZATION:** 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 landscape waiver request LW 19-02 by the Starkville Tree Advisory Board with one condition.



**THE CITY OF STARKVILLE**  
**PLANNING DEPARTMENT**  
**TREE ADVISORY BOARD**  
 CITY HALL, 110 WEST MAIN STREET  
 STARKVILLE, MISSISSIPPI 39759

**STAFF REPORT**

**To:** Members of the Starkville Tree Advisory Board  
**From:** Daniel Havelin, City Planner (662-323-2525 ext. 3136)  
 Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)  
**Subject:** LW 19-02 Request for Landscape Waiver from perimeter parking landscape requirements at 602 Highway 12 East in a C-2 zone with the parcel number 102H-00-178.00  
**Date:** March 6, 2019

The purpose of this report is to provide information regarding a Landscape Waiver Request by Cameron Parker on behalf of CM University Crossing, LLC to allow for a relief from the perimeter parking landscape requirements for the west side of the site located at 602 Highway 12 East in a C-2 zoning district with the property #102H-00-178.00. Please see attachments 1- 4.

**BACKGROUND INFORMATION**

The applicant is currently in the process of remodeling an existing building to convert to a restaurant (Chicken Salad Chick). As part of the renovation the site was required to meet all landscape requirements. The applicant received an approved site plan with a landscape plan that met all the requirements. Since the time of site plan approval, issues with an adjacent property owner arose that will prevent the west side of the parking lot from being landscaped. The applicant is seeking a Landscape Waiver from the perimeter parking landscape requirements on the western side of the parking lot.

**LANDSCAPE WAIVER REQUEST**

Request #1- Relief from the requirement to have a planted 5 foot landscape strip adjacent to the property line.

**CODE REFERENCE**

**Chapter 112- Vegetation, Article II. – Landscaping, Sec. 112-31, B**

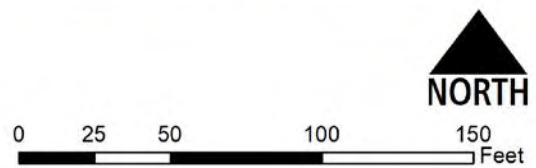
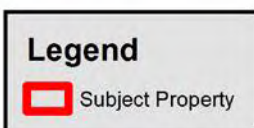
(b) *Perimeter of parking areas. Landscape area dimensional requirements for the perimeter of the parking area are shown on Table 6-2.*

- (1) *A shrub screen with a height shown in Table 5-3 shall be continuous along perimeter of parking areas adjacent to property lines. For perimeter adjacent to roadway landscape strips, the landscape strip shall have the required landscape screening. See section 112-30(b).*
- (2) *Perimeter calculations shall not include accessways or cross easements to adjacent properties or roadways.*

**Table 6-2. Minimum Perimeter Landscaping for Offstreet Parking**

| Parcel Size                  | Perimeter Landscaping Width | One Canopy Tree Per |
|------------------------------|-----------------------------|---------------------|
| Less than 50,000 square feet | 5 feet                      | 175 square feet     |
| More than 50,000 square feet | 10 feet                     | 350 square feet     |

Attachment 1  
LW 19-02 Aerial



Attachment 2  
LW 19-02 Zoning



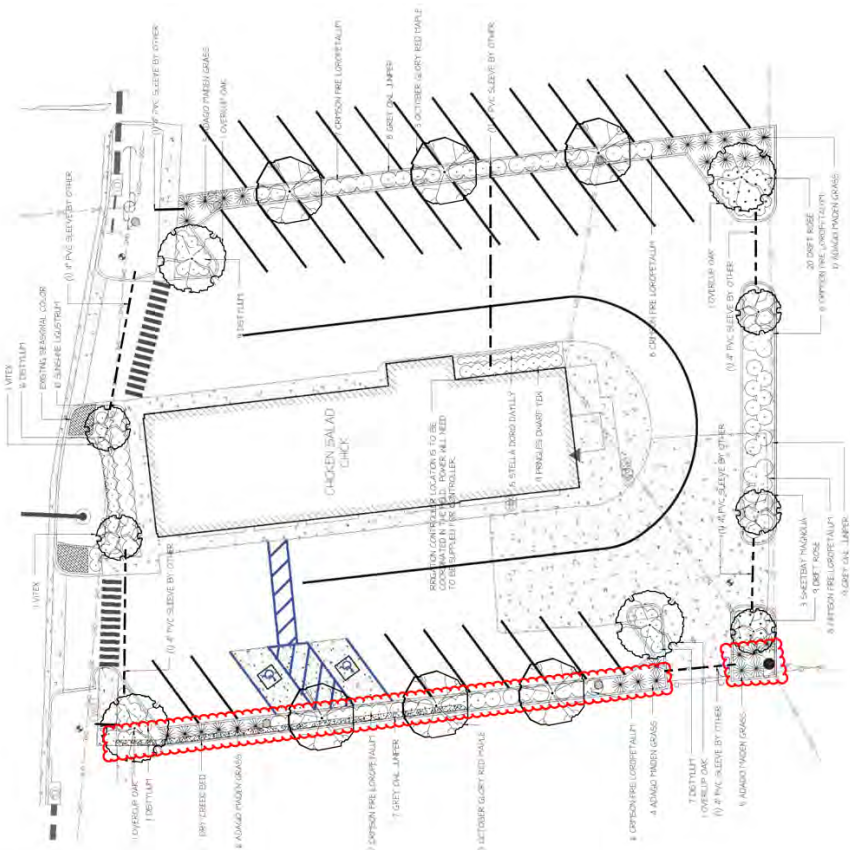
Attachment 3- Proposed Revised Landscape Plan

EXHIBIT C - 11/8/18

| Qty.                   | Common Name              | Spec/Condition   |
|------------------------|--------------------------|------------------|
| 1                      | OVERLAP QUARRY RED MAPLE | 10' HT. 25' CAL. |
| 4                      | OVERLAP OAK              | 24' C. 25' H.    |
| 3                      | SNEETBAY MAGNOLIA        | 30' Gd.          |
| 2                      | WITEX                    | 30' Gd.          |
| 30                     | ADAMO MAGNOLIA GRASS     | 3' Gd.           |
| 44                     | CRIPSON PINE LONGPETALE  | 3' Gd.           |
| 44                     | CRIPSON PINE LONGPETALE  | 3' Gd.           |
| 24                     | GREY OAK JUNPER          | 3' Gd.           |
| 24                     | GREY OAK JUNPER          | 3' Gd.           |
| 1                      | FRANKIE CHAMBER TERN     | 3' Gd.           |
| 1                      | FRANKIE CHAMBER TERN     | 3' Gd.           |
| Perennials and Annuals |                          |                  |
| 15                     | STELLA DORO DAYLILY      | 1' Gd.           |

LANDSCAPE AND IRRIGATION NOTES:

1. PLANTING BEDS TO RECEIVE 4" OF ASED PINE BARK MULCH 5/8" AND 6-8" (1/2" FILTER, 5/8" PERCENTS MAY BE REQUIRED)
2. ALL BEDS AND PLANTING SHALL BE CONSIDERED PRE-APPROVED (ON APPROVED LOCAL)
3. ALL BEDS AND PLANTING SHALL BE COVERED WITH FRESH MULCH
4. IRRIGATION SYSTEM TO BE DESIGNED AND PROVIDED BY A LANDSCAPE CONTRACTOR. IRRIGATION WATER LINES TO BE CONNECTED TO WATER MAIN AND SHOWN ON CIVIL SITE UTILITY PLAN WITH A CITY OF STARKVILLE APPROVED BACKFLOW PREVENTION.



LANDSCAPE OMITTED

LANDSCAPE OMITTED

NOTE: CHICKEN SALAD CHICK 602 HWY 12, STARKVILLE MS 39759

DATE: 11/8/18

PROJECT: 101

LANDSCAPE PLAN

1 OF 1





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

**AGENDA ITEM DEPT.:** Engineering and Street  
**AGENDA DATE:** 3.19.19  
**PAGE:** 1

**SUBJECT:** Authorization for Cody Burnett to participate in the Educational Assistance Program for the Spring 2019 semester to take master's level courses in Civil Engineering with a total reimbursement cost not to exceed \$2,200.00.

**AMOUNT & SOURCE OF FUNDING**  
001-197-690-553 Training

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING**  
**DEPARTMENT:** Engineering and Street

**DIRECTOR'S**  
**AUTHORIZATION:** Edward C. Kemp

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

Cody Burnett, Engineering Assistant for the City of Starkville, is pursuing his Master's degree in Civil Engineering. He is requesting to participate in the Educational Assistance program to enroll in the Groundwater Resources Evaluation course.

The course will consist of three credit hours which discuss groundwater movement, Darcy's law, equations of groundwater flow, confined and unconfined flow, wells and well field analysis, groundwater quality, and aquifer management.

The total cost proposed for reimbursement including tuition and books is \$2,200.00

---

**SUGGESTED MOTION:** Move to approve Cody Burnett's participation in the Educational Assistance Program for the Spring 2019 semester to take master's level courses in Civil Engineering with a total reimbursement cost not to exceed \$2,200.00



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

**AGENDA ITEM DEPT.:** Engineering & Street  
**AGENDA DATE:** 03.19.19  
**PAGE:** 1

**SUBJECT:** Consideration of acceptance of the low Bid for the 2019 Roadway Base and Resurfacing Program - Project No. 18036 from Kimes and Stone Construction Company, Inc. and authorizing the Mayor to execute a contract.

**AMOUNT & SOURCE OF FUNDING**

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:** Engineering Department

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:** Edward Kemp

Bids were received on Wednesday, March 13, 2019 at City Hall at 9am.

We received two bids: One from Site Masters Construction in an amount of \$138,147.21 and one from Kimes and Stone Construction Co., Inc. in the amount of 133,136.20.

This project was previously bid last fall with the only bid being submitted in the amount of \$241,872.59

The engineering cost estimate for this project is approximately \$163,000.

A copy of the bids can be viewed in the City Clerk's office.

It is recommended to proceed with acceptance of the low bid and proceed to contract execution.

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**SUGGESTED MOTION:** Move to accept the low Bid for the 2019 Roadway Base and Resurfacing Program - Project No. 18036 from Kimes and Stone Construction Company, Inc. and authorizing the Mayor to execute a contract.

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Kimes & Stone Construction Co., Inc.

P.O. Box 550 Booneville, MS 38829

as Principal, hereinafter called the Principal, and

Western Surety Company

151 N. Franklin Street Chicago, IL 60606

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Starkville

110 West Main Street Starkville, MS 39759

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project No. 18036 for 2019 Roadway Base & Surfacing

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 13th day of March A.D. 2019

Kimes & Stone Construction Co., Inc.

(Principal)

(Seal)

By:

Vice President

(Title)

Western Surety Company

(Surety)

By:

Brody Eric Buckley

(Attorney-in-Fact)



Fisher Brown Bottrell Insurance, Inc.  
Resident MS Agent

Shannon Wood

(Witness)

Wes Price

(Witness)

Wes Price

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Brody Eric Buckley , Individually**

of Jackson, MS its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond  
Principal: Kimes & Stone Construction Co., Inc.  
Obligee: City of Starkville

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

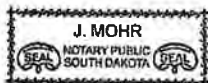
State of South Dakota  
County of Minnehaha

} ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of March, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# PROJECT MANUAL

BID PACKAGE

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2019 BASE AND SURFACING PROGRAM

PROJECT NUMBER: 18036



CITY OF STARKVILLE  
STARKVILLE, MS

---

PREPARED BY:

**SPRINGER ENGINEERING, INC.**  
**206 OLD WEST POINT ROAD**  
**STARKVILLE, MS 39759**



DATE: FEBRUARY 2019

**PUBLIC NOTICE**  
**THE CITY OF STARKVILLE, MISSISSIPPI**  
**ADVERTISEMENT FOR BIDS**

Notice is hereby given that the City of Starkville, Mississippi will receive sealed bids for the construction of improvements planned as part of the City's **2019 ROADWAY BASE AND SURFACING PROGRAM - PROJECT NO. 18036**. Bids will be received at the Office of the City Clerk until **9:00 a.m. local time on Wednesday, March 13<sup>th</sup>, 2019**. All bids so received will be opened publicly, read aloud and taken under advisement until the next meeting of the Mayor and Board of Aldermen. The Starkville Mayor and Board of Aldermen meet the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month, at 5:30 p.m. local time in the Courtroom at City Hall, Lampkin Street, Starkville, Mississippi.

Instructions to bidders, the applicable bid and binding forms, the plans and specifications, and the contract documents may be examined at the Office of the City Engineer, City Hall, 110 West Main Street, Starkville, Mississippi, during normal working hours, Monday through Friday. **Contractors may obtain copies of all materials required for bidding purposes from Cody Burnett, Engineering Department, by contacting him at [c.burnett@cityofstarkville.org](mailto:c.burnett@cityofstarkville.org) or at telephone number (662) 323-2525 x. 3123.**

A certified check or bank draft drawn on a solvent bank, payable without condition to the City of Starkville, Mississippi or a bid bond in the amount of 5% of the total bid amount shall be submitted with each bid as guarantee that, if the bid is accepted, a contract will be entered into and the performance of the contract properly secured. All contractors responding to this advertisement for bids must comply with all applicable requirements of Chapters 3 and 5 of Title 31 of the Mississippi Code of 1972, as amended.

Bid containers must be **SEALED** and marked **2019 ROADWAY BASE AND SURFACING PROGRAM - PROJECT NO. 18036 due March 13<sup>th</sup>, 2019**. Upon the outside or exterior of which is found the contractor's current Certificate of Responsibility number or statement to the effect that the bid enclosed does not exceed \$50,000.00 (*fifty thousand dollars*), pursuant to the provisions of '§31-3-21 of the Mississippi Code of 1972, as amended.

The bid opening will be held in the Conference Room on the 2<sup>nd</sup> floor of City Hall. Interested persons are invited to attend.

No bid shall be withdrawn for a period of thirty (30) days without the written consent of the City. The City reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

THE CITY OF STARKVILLE, MISSISSIPPI

\_\_\_\_\_  
Lesla Hardin, City Clerk

### **INSTRUCTIONS TO BIDDERS**

Each BIDDER shall examine carefully the site of the work to acquaint himself with working conditions and all difficulties that may be involved therein, and shall examine carefully all drawings, specifications, and other contract documents to familiarize himself/herself with all of the requirements, terms, and conditions thereof. Any information relating to the work furnished by the Owner or others, or failure to make these examinations shall in no way relieve any BIDDER from the responsibility of fulfilling all of the terms of the contract, if awarded a contract.

Each bid shall be enclosed in a separate sealed envelope, with the words "BID FOR" followed by the project title and project number, the owner's name and address, and the number of the Bidder's Certificate of Responsibility shown on the outside of the envelope, and delivered to the specified location prior to the time set for the opening of bids. Failure to show these items on the outside of the envelope containing the bid will result in the bid being returned unopened.

All bids shall be made completely and properly on the proposal forms provided in this bound copy of the contract documents. Contract documents shall be submitted complete and bound containing all documents in the order in which they were prepared.

Each person submitting to the owner a bid for any portion of the work contemplated by the documents shall execute a non-collusion affidavit in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bids submitted. Each affidavit shall be attached to the bid.

Bids will be received only from experienced contractors who have furnished and installed at least five projects of equal, or greater, capacity. The City of Starkville, Mississippi, herein after referred to as OWNER, has the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the BIDDER shall furnish The City of Starkville, Mississippi such information and data for this purpose as The City of Starkville, Mississippi, may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy The City of Starkville, Mississippi, that the BIDDER is qualified to carry out properly the terms of the specifications. In the event of a discrepancy between a unit price and the extension, the unit price will govern; and the extension and the total amount of the proposal will be corrected. The prices are to include the furnishing of all material, plant equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services proper for the contract documents.

The number of the Bidder's Certificate of Responsibility shall be shown on the Proposal; failure to show this item thereon may result in the bid being rejected.

Each bid shall be accompanied by a certified check drawn on a solvent bank, or a Bidder's Bond executed by the BIDDER and a Surety Company licensed to do business in the State of Mississippi, in the amount of 5% of the total bid amount, made payable without conditions to the OWNER, as a guarantee that if the bid is accepted, the BIDDER will enter into the contract and execute the Performance and Payment Bonds within the time stated in the Proposal and in the form prescribed within these documents.

No BIDDER may withdraw his bid for a period of thirty (30) days after the date of the actual bid opening, without the OWNER'S consent.

Any BIDDER may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the OWNER prior to the closing time, and, provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the BIDDER was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modifications.

Proposal guarantees will be returned to the unsuccessful Bidders as soon as a contract has been awarded and to the successful BIDDER after he has executed the contract and has furnished Performance and Payment Bonds satisfactory to the OWNER, if requested by the BIDDER.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

The Proposal provides for quotation of a price, or prices, for one or more bid items, which may be lump sum bid prices, alternate bid prices, unit bid prices, or a combination thereof. No payment will be made for items not included in the Proposal, unless otherwise provided by contract amendment. All BIDDERS are cautioned that they should include in the prices quoted for the various bid items all necessary allowances for the performance of all work required for the satisfactory completion of the Project.

All explanations desired by BIDDERS regarding the meaning or interpretation of the drawings and specifications shall be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions will not be given. All necessary explanations or interpretations will be made in the form of written addenda to the specifications or drawings, and will be furnished to all BIDDERS, and the receipt thereof shall be acknowledged by each BIDDER on his Proposal.

The following instructions apply ONLY to Projects involving unit price bid items:

1. Each BIDDER shall enter his unit price and make and enter the extension, or total amount bid, based upon the unit bid price for each bid item. In case of discrepancy in any extension or in the total bid price, the UNIT PRICES bid shall govern, and the total bid price will be corrected accordingly.
2. The unit quantities indicated on the bid forms are approximate, and the OWNER shall have the right to increase or decrease any or all unit quantities by CONTRACT AGREEMENT at the unit prices bid, as job conditions may require or as the OWNER may authorize. The total of all payments made, or to be made, to the Contractors for unit price bid items shall represent payment for only the actual quantities of such work installed.

The following instructions apply to all projects:

1.     Award of Contract: If the Contract is awarded, the award will be made to the lowest responsible qualified BIDDER. As time and ability to perform the work are of the essence of this Contract, the OWNER will be the sole judge as to which is the "lowest responsible qualified BIDDER."
2.     Evaluation of Bids: The OWNER reserves the right to reject any bid if an investigation of the information submitted by the BIDDER does not satisfy the OWNER that the Bidder is qualified to properly conform to the requirements of the Contract Documents. The basis for evaluating the bids may include a Bid Form complete, regular, without excisions or special conditions, and having no alternative bids for any item unless requested. The Bidder's responsibility may be based on whether the Bidder maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.

**PROPOSAL**

March 13, 2019

TO: THE CITY OF STARKVILLE  
STARKVILLE, MISSISSIPPI  
(Herein after called "OWNER")

Mayor and Board of Aldermen:

Submitted herewith is the Proposal of Kines & Stone Construction  
Co., Inc. (herein after called "BIDDER") \* a Corporation, organized

and existing under the laws of the State of Tennessee;

\* a Partnership consisting of \_\_\_\_\_  
and \_\_\_\_\_;

\* an individual doing business as \_\_\_\_\_  
\_\_\_\_\_.

The undersigned hereby declares: that he is a Contractor well qualified and experienced in the type of work described in the accompanying drawings and specifications; that he is familiar with and fully understands the scope of the work described; that he has examined the site of the proposed work; that he has available for use in the execution of the work, personnel, skilled and experienced in the work described; that he has available for use in the execution of the work, tools, equipment, and facilities suitable for the work described; that he is financially responsible; that he is familiar with all the terms and conditions of the contract; and that he is so situated as to vigorously and expeditiously undertake and prosecute to completion the work as described in the accompanying drawings and specifications.

The undersigned hereby agrees to furnish and pay for all labor, material, plant and equipment, and to perform the work required for completion of

**2019 BASE AND SURFACING PROGRAM – PROJECT NO: 18036**

as called for in the specifications and as indicated on the drawings, for the prices shown hereinafter in the Bid Form.

The BIDDER agrees that in the event his Proposal is accepted he will execute a Construction Contract, in the form contained herein, with the OWNER, within ten (10) calendar days after notification of the award of the contract to him (BIDDER).

The BIDDER agrees that if he is awarded this contract, he will commence construction on or before a date to be specified in a written "Notice to Proceed" by the OWNER and to fully complete same within **FORTY-FIVE (45)** consecutive calendar days thereafter. It is understood that the notice to proceed will be issued on or around **APRIL 22<sup>ND</sup>, 2019**, contingent upon Board of Aldermen approval.

*\*Insert corporation, partnership, or individual as applicable.*

The BIDDER agrees that all requests for extension of time shall be in writing and that only such extensions of time as are granted by the OWNER in writing shall be considered in computing the total contract time.

The time of completion of the construction is of the essence to the contract and should the CONTRACTOR neglect, refuse, or fail to complete the work to be done under the contract within the time herein specified, after all extensions of time granted by the OWNER have been added, then in that event the OWNER shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the CONTRACTOR for the work to be done under this contract, the sum of Two Hundred Dollars (\$200.00) per calendar day for each and every day that the work is delayed in its completion beyond the specified time. The said \$200.00 per calendar day shall be held by the OWNER for the purpose of paying engineering fees and other direct costs occasioned by the delay in completion of construction.

The BIDDER hereby declares that his Certificate of Responsibility number is 0561, and that he will maintain his certificate in force and effect during the life of the contract, including the guarantee period.

Attached hereto is a bid bond or certified check in the amount of 5% of the total bid amount, which the BIDDER agrees will be retained by the OWNER as liquidated damages in the event that the BIDDER'S proposal is accepted, and the BIDDER fails to execute the contract within the time stated in the proposal.

No BIDDER may withdraw his bid for a period of thirty (30) days after the date of the actual bid opening, without the OWNER'S consent.

Receipt of the following addenda is hereby acknowledged: \_\_\_\_\_  
(Insert numbers of all addenda received; if no addenda received, insert "None.").

**STREET LISTING AND WORK TYPE\***

| <b>Street Name</b> | <b>Length (ft)</b> | <b>Description</b>                                                 |
|--------------------|--------------------|--------------------------------------------------------------------|
| Hendrix            | 834                | 16' Bituminous Surface Treatment, 8" Portland Cement Treatment     |
| Treasure           | 1211               | 14' Bituminous Surface Treatment, 8" Portland Cement Treatment     |
| Fannie Dale        | 530                | 14'-16' Bituminous Surface Treatment, 8" Portland Cement Treatment |
| Roundhouse         | 437                | Bituminous Surface Treatment varies, 8" Portland Cement Treatment  |
| Cedar Creek        | 374                | 16' Bituminous Surface Treatment, 8" Portland Cement Treatment     |
| Henderson          | 1277               | 12' Bituminous Surface Treatment, 8" Portland Cement Treatment     |
| Collier            | 830                | 12' Bituminous Surface Treatment                                   |

## PRICE SHEET

To furnish all labor, material, equipment, tools, and any and all other items of work incidental to the completion of the work indicated in the plans for which approximate quantities are outlined below.

It is agreed and understood that the quantities outlined below are approximate only and that final payment will be made from measured quantities of work actually in place. It is further agreed that increases or decreases in the quantities of work as outlines in the general conditions are acceptable.

It is agreed and understood that the items of work outlined below are approximate only and that final payment will be made from measured quantities of work actually in place. It is further agreed that increases or decreases in the quantities of work as outlined in the general conditions are acceptable.

The OWNER shall reserve the right to choose to accept or reject the alternate bids as necessary.

The undersigned also agrees as follows:

First: To do any extra work not covered by the above price, which may be ordered by the OWNER and to accept as full compensation thereof such prices as may be agreed upon in writing by the OWNER and the CONTRACTOR in accordance with paragraph 25 of the General Conditions.

Second: Within ten days from the date of the "Notice of Acceptance" of this proposal, to execute the contract and to furnish the OWNER a satisfactory bond for performance of the work and the payment of bills.

Third: To begin work in such a manner as to complete it within **FORTY-FIVE (45)** calendar days, after having been issued a Notice to Proceed (Work Order) by the ENGINEER. It is understood that the notice to proceed will be issued on or around **APRIL 22<sup>ND</sup>, 2019**, contingent upon Board of Aldermen Approval. Accompanying this proposal is a certified check or other bid guaranty payable to the City of Starkville which is to be forfeited as liquidated damages, if, in the event that this proposal is accepted the undersigned shall fail to execute the contract and furnish satisfactory contract bond under the conditions and within the time specified in this proposal.

Fourth: Contractor agrees to participate in a pre-construction conference to coordinate with the owner. Contractor also agrees to coordinate with the engineer and owner to develop a schedule and plan to perform the necessary work in an effort to provide minimal disruption to traffic and general activity within the City of Starkville.

**PRICE SHEET**

| Item No.  | Description                                     | Estimated Quantity | Unit | UNIT PRICE | EXTENSION |
|-----------|-------------------------------------------------|--------------------|------|------------|-----------|
| S-200-A   | Mobilization                                    | 1                  | LS   | 5,000.00   | 5,000.00  |
| S-304-A   | Granular Material (LVM) (Cl. 3, Gp. "B")        | 183.3              | CY   | 50.00      | 9,165.00  |
| S-308-A-1 | Portland Cement                                 | 3378.1             | CWT  | 10.50      | 35,470.05 |
| S-308-B-1 | Soil-Cement-Water Mixing (Multiple Pass Mixers) | 9214.8             | SY   | 2.35       | 21,654.78 |
| S-410-C-1 | Polymerized-Emulsified Asphalt, Grade CRS-2P    | 8356.7             | GAL  | 3.95       | 33,008.97 |
| S-410-D   | Coarse Aggregate Cover Material, Size 56        | 178.8              | CY   | 87.00      | 15,555.60 |
| S-410-E   | Seal Aggregate Cover Material, Size 7           | 96.3               | CY   | 86.00      | 8,281.80  |
| S-618-A   | Maintenance of Traffic                          | 1                  | LS   | 5,000.00   | 5,000.00  |
|           |                                                 |                    |      |            |           |
|           |                                                 |                    |      |            |           |

Total Bid = \$ 133,136.20

Kimes & Stone Const Co, Inc.  
CONTRACTOR

P.O. box 550, Booneville, MS. 38829  
ADDRESS

ATTEST:

Shannon Wood

BY: Murray A Cook  
(President, Partner, Other) **Vice President**

(In the event the Contractor is a Corporation, his Corporate Seal shall be affixed.)

Dated: 3-13-19

**FOR INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION**

Signature of Bidder \_\_\_\_\_

By \_\_\_\_\_

Names and addresses of member of firm  
\_\_\_\_\_  
\_\_\_\_\_

**FOR A CORPORATION**

Signature of Bidder Murray A Cook

By Murray G. Cook **Vice President**

Business Address P.O. Box 550, Booneville, MS. 38829

Incorporated under the laws of the State of Tennessee

President Earl Stone

Secretary DeWayne Newman

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Kines & Stone  
Construction Co., Inc.

as Principal, and

Western Surety Co.

as Surety, are hereby

held and firmly bound unto The City of Starkville, Mississippi,

as Owner of the penal sum of \$133,136.20

for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, successors and assigns.

Signed, this 13<sup>th</sup> day of March, 20 19.

The condition of the above obligation is such that whereas the

Principal has submitted to \_\_\_\_\_ a

certain Bid, attached hereto and hereby made a part hereof to

enter a contract in writing, for the:

**2019 BASE AND SURFACING PROGRAM – PROJECT NO. 18036**

NOW THEREFOR,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted, and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the Acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of the said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, THE Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and

these presents to be signed by their proper officers, the day and year set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

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

(SEAL)



**FORM OF NON-COLLUSION AFFIDAVIT**

**AFFIDAVIT**  
(PRIME BIDDER)

STATE OF Mississippi )ss.  
COUNTY OF Prentiss )

Murray G. Cook , being first duly sworn,  
Deposes and says:

That he is Vice President  
(a partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; the said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price, or of that of any other bidder, or to secure any advantage against The City of Starkville, Mississippi, or any person interested in proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
(Bidder, if the bidder is an individual)

\_\_\_\_\_  
(Partner, if the bidder is a partnership) *MAC*

Murray G. Cook  
Murray G. Cook Vice President  
(Officer, if the bidder is a corporation)

Subscribed and sworn to before me

this 13 day of MARCH , 20 19

*[Signature]*

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_



## CONSTRUCTION CONTRACT

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2019**,

by and between \_\_\_\_\_,

party of the first part, hereinafter called the CONTRACTOR and THE CITY OF STARKVILLE, MISSISSIPPI, through its governing body, and authorized representative, party of the second part, hereinafter called the OWNER,

WITNESSETH THAT THE PARTIES HERETO do mutually agree as follows:

1. The CONTRACTOR shall, in a good and workmanlike manner and at his own cost and expenses, furnish all labor, materials, plant, and equipment necessary for complete construction described as follows:

### **2019 BASE AND SURFACING PROGRAM – PROJECT NO. 18036**

2. It is expressly understood and agreed by the parties hereto that the Table of Contents, Advertisement for Bidders, Instructions to Bidders, Proposal, Construction Contract, General Conditions, Special Conditions, Technical Specifications, and other items attached hereto, the accompanying drawings and interpretations and all additional instructions and drawings in explanation of all details and changes which may be furnished to the CONTRACTOR as provided herein, are each and all, by reference hereto, incorporated herein and together with this Construction Contract constitute the Contract.
3. The CONTRACTOR shall begin work under this contract on or before a date to be specified in a written "Notice to Proceed" and shall faithfully execute and fully complete all work hereunder within **FORTY-FIVE (45)** consecutive calendar days from and after said date.
4. In consideration of the faithful performance by the CONTRACTOR of all terms, conditions, and covenants of the Contract to the satisfaction of the OWNER, the OWNER shall pay and the CONTRACTOR shall receive the unit prices stipulated in the Contractor's Proposal as full compensation for all work furnished and installed by the CONTRACTOR under this contract. Payments for said work shall be due and payable as follows:
5. Payment for work performed by the CONTRACTOR shall be made as follows:

On the first day of each month, or as soon thereafter as possible, the CONTRACTOR shall prepare and submit to the ENGINEER for approval a duly certified estimate of the work performed during the preceding calendar month, and the value thereof. The estimate shall include all labor and materials incorporated in the work. Upon the approval of the estimate by the ENGINEER, and not later than the twenty-fifth day of each calendar month, the OWNER shall pay to the CONTRACTOR ninety percent (90%) of the value of the estimate.

Final payment shall be made to the CONTRACTOR by the OWNER within thirty (30) days after: (a) the completion of the project; (b) the approval by the ENGINEER of all

work performed under the contract; (c) the acceptance of the work by the OWNER; (d) compliance by the CONTRACTOR with the terms and conditions of Paragraph 8 following; and (e) the preparation by the CONTRACTOR and approval by the ENGINEER of a final estimate of the cost of the completed work. Final payment to the CONTRACTOR shall equal the approved final estimate of cost less the aggregate of all previous payments to the CONTRACTOR, and less all liquidated damages assessed in accordance with the terms of this contract.

6. Upon the completion by the CONTRACTOR of all work covered by the Contract and prior to final payment to the CONTRACTOR for the work performed, the CONTRACTOR shall deliver to the OWNER releases of all liens and of rights to claim any liens, in a form satisfactory to the OWNER, from all material suppliers and subcontractors furnishing labor and materials for the project, and an affidavit, in a form satisfactory to the OWNER, to the effect that all labor used on or for the construction of the project has been paid.
7. Neither the inspection of the ENGINEER or OWNER or any of their employees, nor any decision, interpretation, order, measurements, or certificate by the ENGINEER or OWNER, nor any order by the OWNER for payment of money, nor any payment for or acceptance of the whole or any part of the work by the ENGINEER or OWNER, nor any extension of time, nor any possession taken by the OWNER, or of any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the OWNER shall also be entitled as of rights to writ of injunction against any breach of any of the provisions of the contract.
8. The CONTRACTOR shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to, attorney fees, arising out of or resulting from performance of the work, provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or injury to or destruction of property including loss of use resulting there from, by acts or omissions of the CONTRACTOR, or anyone directly or indirectly employed or engaged by them, including any and all subcontractors, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and have hereto set their hands on the day and year first above written.

WITNESS:

\_\_\_\_\_

The City of Starkville, Mississippi

OWNER

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

D. Lynn Spruill, Mayor

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_

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

(President-Partner-Owner)

(In the event the CONTRACTOR is a Corporation, his Corporation Seal shall be affixed.)

## **GENERAL CONDITIONS**

Standard General Conditions of the Construction Contract shall be as provided by the Engineers Joint Contract Documents Committee (EJCDC). Copies are on file at City Hall and will be furnished upon written request from contractor.

**PERFORMANCE PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_,  
(Name of Contractor)

a \_\_\_\_\_,  
(Corporation, Partnership or Individual)

hereinafter called "PRINCIPAL" and \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_  
(Surety)

\_\_\_\_\_, State of \_\_\_\_\_

herein after called the "SURETY," are held and firmly bound unto

\_\_\_\_\_  
(Owner)

of \_\_\_\_\_ hereinafter

called "OWNER" in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**2019 BASE AND SURFACING PROGRAM for the City of Starkville, MS**

NOW THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, and shall promptly make payment to all persons, firms subcontractors, and corporations furnishing materials for or performing labor in the prosecution of work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

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

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
SURETY

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners should execute bond.

## CONTRACTOR'S RELEASE OF LIENS

### AGREEMENT

\_\_\_\_\_, (hereafter "Contractor") does hereby covenant, warrant, and agree to the City of Starkville, Mississippi (hereafter the "City") that no liens and/or rights to claim any liens exist with respect to work performed by the Contractor for the City pursuant to the Contract entered into between the Contractor and the City, a copy of which is attached and incorporated as "Exhibit 'A'" as if fully referenced herein (hereafter "the Contract").<sup>1</sup> No liens, or rights to claim any liens, exist from any material suppliers, subcontractors furnishing labor and materials, independent contractors, or any other entity or individual for work performed in connection with the Contract. Contractor has paid in full for all labor and materials used on or for construction relating to the Contract. Contractor owes no debts, and no debts are anticipated to be owed, relating to work performed pursuant to the Contract.

Contractor covenants, warrants, and agrees to indemnify and hold harmless the City from any and all claims, demands, liens, damages (including reasonable attorney's fees and litigation costs), actions, causes of action or suits of any kind or nature whatsoever arising in the past or in the future or which have been or might hereafter be made, instituted or asserted against the City for any and all damages and expenses of any nature whatsoever incurred by or on their behalf, arising out of, resulting from or relating to work performed pursuant to the Contract. This indemnity agreement also includes any claims, demands, damages, actions, causes of action or suits, known or unknown, which have been or might be asserted against the City by any interested parties, any other person, firm or corporation arising out of, relating to or resulting from work performed pursuant to the Contract.

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<sup>1</sup> The Contract includes any amendments, revisions, and change orders, even if not copied as part of Exhibit "A."

Contractor agrees, warrants, and covenants that, should it develop that there are any errors or mistakes, whether legal or factual and whether mutual or unilateral, which causes this Agreement to be defective or which causes the Agreement and indemnification of the City to be defective or less than full and complete, Contractor will execute any and all instruments and do any and all things necessary to effectuate a full, final and complete Agreement and indemnification of the City and all others having any liability in the premises.

The Contractor has carefully read the above and foregoing Agreement and knows its contents. The Contractor warrants that it has no limitation of any type whatsoever which would prevent it from giving a valid and binding Agreement and that it has not been induced to execute this document or enter into this Agreement by any statement, representation or warranty made by any party hereby released or anyone acting on their behalf. This Agreement contains the entire agreement between the parties and with regard to the matter set out, there are no other understandings or agreements between the parties except as is specifically set out.

WITNESS THE EXECUTION of this Agreement on this the \_\_\_\_ day of

\_\_\_\_\_, **2019**

\_\_\_\_\_  
(Contractor)

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

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me, the undersigned authority in and for the said county and state, on the \_\_\_\_ day of \_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she is \_\_\_\_\_ of the \_\_\_\_\_, and that for and on behalf of the said \_\_\_\_\_, and as its act and deed, he/she executed and delivered the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ so to do.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

## TECHNICAL SPECIFICATIONS

2019 Base and Surfacing Program  
Project Number: 18036  
Starkville, Mississippi

### **1.0 SCOPE**

Work to be performed under this Agreement shall include furnishing all labor, materials, transportation, tools, equipment and accessories to complete the 2019 Base and Surfacing Program in accordance with these Plans and Specifications. The Engineer shall be informed a minimum of 48 hours in advance of any activities on the project sites.

The work shall include:

- Granular Material
- Portland Cement Treatment
- Bituminous Surface Treatment
- Maintenance of Traffic

### **2.0 REFERENCE SPECIFICATION**

Except as revised or modified herein, Mississippi Standard Specifications for State Aid Road and Bridge Construction (2004 Edition) shall govern the work to be performed. Unless otherwise specified, materials and material suppliers shall be listed on the current State Aid List of Approved Sources. Any conflicts between these Technical Specifications and the Mississippi Standard Specifications for State Aid Road and Bridge Construction shall be presented to the Engineer.

### **3.0 COORDINATION**

The Contractor shall make every effort to accommodate vehicle and pedestrian traffic. Traffic control devices shall conform to the applicable specifications of the "Manual on Uniform Traffic Control Devices", latest edition.

### **4.0 EARTHWORK**

Earthwork shall conform to the specifications of Section S-200 in the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

## **5.0 COMPACTION**

- A. The receiving subgrade should be maintained in a moist condition prior to superimposition of the imported material. Compaction of relocated and imported material should be a minimum of 95% of maximum dry density (Standard Proctor) achieved in maximum loose lifts of 8 inches at a moisture content 2 to 4 percent above the optimum moisture content established by the laboratory.
- B. Final surfaces to be watered and compacted to a minimum of 96% of Standard Proctor. Density tests to be paid for by the Owner. All re-test to be paid by the contractor.

## **6.0 GRANULAR MATERIAL**

Granular material shall conform to the specifications of Section S-304 in the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

## **7.0 PORTLAND CEMENT TREATMENT COURSES**

Portland cement treated courses shall conform to the specifications of Section S-308 in the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

## **8.0 BITUMINOUS SURFACE TREATMENT**

Bituminous surface treatment shall conform to the specifications of Section S-410 in the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

## **9.0 SUBMITTALS**

Prior to delivery, the Contractor shall furnish to the Engineer material sources and samples of materials to be utilized in construction. As a minimum this will include:

### **9.1 Granular Material**

Samples of granular material for laboratory analysis.

### **9.2 Bituminous Surface Treatment**

- A. Certificate(s) of compliance for liquid asphalt.
- B. Samples of seal and coarse aggregates for laboratory analysis.

### 9.3 Portland Cement

- A. Portland Cement Certificate(s) of compliance.
- B. Samples of Portland cement for laboratory analysis.

## 10.0 TESTING

Testing required to determine compliance with job specifications will be performed by Springer Engineering and paid by owner. Costs associated with retesting of materials and construction not initially meeting job specifications will be paid by the Contractor.

## 11.0 TOLERANCES

All tolerances shall conform to the specifications of the relevant section in the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

## 12.0 CLEAN UP

Upon completion of the project the Contractor shall remove or dispose of all rubbish generated during performance of this contract and leave the premises in a clean and orderly condition which will be approved by the owner.

## 13.0 SUBCONTRACT PAYMENT

Final payment will be requested upon receipt of a notarized Affidavit from subcontractors and suppliers stating all expenses incurred during the project including but not limited to materials and labor have been paid. Contractor shall conform to the State of Mississippi Statute.

## 14.0 COMPENSATION

Payment will be made on estimates submitted by the contractor and verified by the Engineer at the end of each month. Estimates to be compiled using quantity of work completed for each item of work using the accepted bid unit prices. Total work completed shall reflect approved Change Order.

## **15.0 TRAFFIC CONTROL**

Contractor shall utilize necessary traffic control devices according to the "Manual on Uniform Traffic Control Devices", latest edition; such as signs, flagmen, barricades, etc. to provide continued operation of the facility with minimal disruption to the Owner.

**END OF SECTION**



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

**AGENDA ITEM DEPT.:** Finance  
**AGENDA DATE** 03/19/2019  
**PAGE:** 1 of several

**SUBJECT:** Claims Docket

**AMOUNT & SOURCE OF FUNDING:** FY 2018 – 2019 Budget

**FISCAL NOTE:** Total Claims for the Claims Docket Ending March 13, 2019 is \$2,276,267.71  
Of which the claims amount for Starkville Utilities is \$1,123,468.11

**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

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**SUGGESTED MOTION:** Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of March 13, 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 03/01/2019 - 03/13/2019

| Vendor Name                                      | Payable Number | Post Date  | Description (Item)                          | Account Number  | Amount          |
|--------------------------------------------------|----------------|------------|---------------------------------------------|-----------------|-----------------|
| <b>Fund: 001 - GENERAL FUND</b>                  |                |            |                                             |                 |                 |
| <b>Department: 000 - UNDESIGNATED</b>            |                |            |                                             |                 |                 |
| <b>Outstanding</b>                               |                |            |                                             |                 |                 |
| CSPIRE WIRELESS                                  | 02.25.19       | 03/07/2019 | CELL PHONE BILLS BY DEPT                    | 001-000-053-206 | 150.90          |
| SOUTHERN TELECOMMUNICATIONS                      | 03.17.19       | 03/13/2019 | ACCT #2490 FEBRUARY 2019                    | 001-000-053-206 | 902.24          |
| SOUTHERN TELECOMMUNICATIONS                      | 03.17.19       | 03/13/2019 | ACCT #2490 FEBRUARY 2019                    | 001-000-054-205 | 365.08          |
| FUELMAN / FLEETCOR                               | NP55571028     | 03/07/2019 | FUEL REPORT 01/14/19-01/20/19               | 001-000-053-206 | 1,650.39        |
| FUELMAN / FLEETCOR                               | NP55571028     | 03/07/2019 | FUEL REPORT 01/14/19-01/20/19               | 001-000-054-205 | 934.27          |
| FUELMAN / FLEETCOR                               | NP55603680     | 03/12/2019 | FUEL REPORT 03/04/19-03/10/19               | 001-000-053-206 | 1,710.82        |
| FUELMAN / FLEETCOR                               | NP55603680     | 03/12/2019 | FUEL REPORT 03/04/19-03/10/19               | 001-000-054-205 | 672.81          |
| <b>Outstanding Total:</b>                        |                |            |                                             |                 | <b>6,386.51</b> |
| <b>Paid</b>                                      |                |            |                                             |                 |                 |
| EMMA MCFADDEN                                    | 1355754        | 03/08/2019 | OVERPAYMENT ON FINE                         | 001-000-149-691 | 2.00            |
| DOUGLAS HICKS                                    | 1360726        | 03/08/2019 | OVERPAYMENT ON FINE                         | 001-000-149-691 | 1.00            |
| JOSE GARCIA                                      | 1360515        | 03/08/2019 | OVERPAYMENT ON CASH BOND                    | 001-000-149-691 | 1.50            |
| DALTON DOGAN                                     | 1352553        | 03/08/2019 | OVERPAYMENT ON FINE                         | 001-000-149-691 | 200.00          |
| FANNISHA JONES                                   | INV0028741     | 03/08/2019 | RESTITUTION FROM XAVIER COLLIER/DKT#1349198 | 001-000-149-691 | 50.00           |
| <b>Paid Total:</b>                               |                |            |                                             |                 | <b>254.50</b>   |
| <b>Department 000 - UNDESIGNATED Total:</b>      |                |            |                                             |                 | <b>6,641.01</b> |
| <b>Department: 100 - BOARD OF ALDERMEN</b>       |                |            |                                             |                 |                 |
| <b>Outstanding</b>                               |                |            |                                             |                 |                 |
| CSPIRE WIRELESS                                  | 02.25.19       | 03/07/2019 | CELL PHONE BILLS BY DEPT                    | 001-100-604-330 | 237.43          |
| CSPIRE BUSINESS SOLUTIONS                        | 1407450        | 03/12/2019 | CSBS 110245208                              | 001-100-604-330 | 77.34           |
| <b>Outstanding Total:</b>                        |                |            |                                             |                 | <b>314.77</b>   |
| <b>Department 100 - BOARD OF ALDERMEN Total:</b> |                |            |                                             |                 | <b>314.77</b>   |
| <b>Department: 110 - MUNICIPAL COURT</b>         |                |            |                                             |                 |                 |
| <b>Outstanding</b>                               |                |            |                                             |                 |                 |
| CSPIRE WIRELESS                                  | 02.25.19       | 03/07/2019 | CELL PHONE BILLS BY DEPT                    | 001-110-604-330 | 32.00           |
| PITNEY BOWES INK                                 | 1011446415     | 03/07/2019 | POSTAGE METER SUPPLIES                      | 001-110-604-330 | 129.62          |
| MAXXSOUTH BROADBAND                              | INV0028733     | 03/07/2019 | ACCT #8282 41 101 0508324 CITY HALL         | 001-110-604-330 | 28.12           |
| CSPIRE BUSINESS SOLUTIONS                        | 1407450        | 03/12/2019 | CSBS 110245208                              | 001-110-604-330 | 77.34           |
| <b>Outstanding Total:</b>                        |                |            |                                             |                 | <b>267.08</b>   |
| <b>Department 110 - MUNICIPAL COURT Total:</b>   |                |            |                                             |                 | <b>267.08</b>   |
| <b>Department: 111 - YOUTH COURT</b>             |                |            |                                             |                 |                 |
| <b>Outstanding</b>                               |                |            |                                             |                 |                 |
| SOUTHERN TELECOMMUNICATIONS                      | 03.17.19       | 03/13/2019 | ACCT #2490 FEBRUARY 2019                    | 001-111-604-330 | 125.21          |
| <b>Outstanding Total:</b>                        |                |            |                                             |                 | <b>125.21</b>   |
| <b>Department 111 - YOUTH COURT Total:</b>       |                |            |                                             |                 | <b>125.21</b>   |
| <b>Department: 120 - MAYORS OFFICE</b>           |                |            |                                             |                 |                 |
| <b>Outstanding</b>                               |                |            |                                             |                 |                 |
| SLAUGHTER & ASSOCIATES, PLLC                     | 02.20.19       | 03/11/2019 | ANNEXATION STUDY                            | 001-120-600-300 | 6,972.08        |

## Expense Approval Report

Post Dates: 03/01/2019 - 03/13/2019

| Vendor Name                          | Payable Number | Post Date  | Description (Item)                         | Account Number  | Amount   |
|--------------------------------------|----------------|------------|--------------------------------------------|-----------------|----------|
| SLAUGHTER & ASSOCIATES, PLLC         | 02.20.19B      | 03/11/2019 | ANNEXATION STUDY PHASE I                   | 001-120-600-300 | 8,764.27 |
| SOUTHERN TELECOMMUNICATIONS          | 03.17.19       | 03/13/2019 | ACCT #2490 FEBRUARY 2019                   | 001-120-604-330 | 159.65   |
| OKT COUNTY                           | 953976         | 03/07/2019 | JONES WALKER INV#953976/ANNEXATION MATTERS | 001-120-600-300 | 760.00   |
| MAXXSOUTH BROADBAND                  | INV0028733     | 03/07/2019 | ACCT #8282 41 101 0508324 CITY HALL        | 001-120-604-330 | 28.12    |
| CSPIRE BUSINESS SOLUTIONS            | 1407450        | 03/12/2019 | CSBS 110245208                             | 001-120-604-330 | 77.34    |
| CORNERSTONE GOVERNMENT AFFAIRS, INC. | COSMS-0319     | 03/07/2019 | FEBRUARY 2019 CONSULTING SERVICES          | 001-120-600-300 | 3,333.33 |

Outstanding Total: 20,094.79

|                                   |            |            |                                     |                 |          |
|-----------------------------------|------------|------------|-------------------------------------|-----------------|----------|
| <b>Paid</b>                       |            |            |                                     |                 |          |
| TOWNEPLACE SUITES OXFORD/MARRIOTT | INV0028673 | 03/01/2019 | MAYORS YOUTH COUNTIL HOTEL/12 ROOMS | 001-120-600-340 | 1,308.00 |

Paid Total: 1,308.00

Department 120 - MAYORS OFFICE Total: 21,402.79

## Department: 123 - IT

## Outstanding

|                             |            |            |                                         |                 |        |
|-----------------------------|------------|------------|-----------------------------------------|-----------------|--------|
| WAUKAWAY DISTRIBUTORS, INC  | 48187      | 03/11/2019 | 4 FIVE GALLON BOTTLES OF WATER- IT DEPT | 001-123-691-550 | 32.40  |
| CADENCE VISA                | 02.01.19   | 03/07/2019 | GATE.COM                                | 001-123-600-300 | 18.86  |
| CSPIRE WIRELESS             | 02.25.19   | 03/07/2019 | CELL PHONE BILLS BY DEPT                | 001-123-604-330 | 183.89 |
| SOUTHERN TELECOMMUNICATIONS | 03.17.19   | 03/13/2019 | ACCT #2490 FEBRUARY 2019                | 001-123-604-330 | 79.67  |
| MAXXSOUTH BROADBAND         | INV0028733 | 03/07/2019 | ACCT #8282 41 101 0508324 CITY HALL     | 001-123-604-330 | 28.11  |
| CSPIRE BUSINESS SOLUTIONS   | 1407450    | 03/12/2019 | CSBS 110245208                          | 001-123-604-330 | 77.33  |
| CSPIRE BUSINESS SOLUTIONS   | 1407450    | 03/12/2019 | CSBS 110245208                          | 001-123-604-330 | 77.34  |
| WAUKAWAY DISTRIBUTORS, INC  | CLR0319-49 | 03/11/2019 | MONTHLY COOLER RENTAL-IT DEPT           | 001-123-691-550 | 10.00  |

Outstanding Total: 507.60

Department 123 - IT Total: 507.60

## Department: 145 - OTHER ADMINISTRATIVE

## Outstanding

|                             |            |            |                                     |                 |        |
|-----------------------------|------------|------------|-------------------------------------|-----------------|--------|
| CSPIRE WIRELESS             | 02.25.19   | 03/07/2019 | CELL PHONE BILLS BY DEPT            | 001-145-604-330 | 47.01  |
| PITNEY BOWES INK            | 1011446415 | 03/07/2019 | POSTAGE METER SUPPLIES              | 001-145-604-330 | 129.61 |
| SOUTHERN TELECOMMUNICATIONS | 03.17.19   | 03/13/2019 | ACCT #2490 FEBRUARY 2019            | 001-145-604-330 | 39.84  |
| MAXXSOUTH BROADBAND         | INV0028733 | 03/07/2019 | ACCT #8282 41 101 0508324 CITY HALL | 001-145-604-330 | 28.12  |
| CSPIRE BUSINESS SOLUTIONS   | 1407450    | 03/12/2019 | CSBS 110245208                      | 001-145-604-330 | 77.34  |
| PETTY CASH VOUCHERS         | INV0028739 | 03/07/2019 | KLEENEX                             | 001-145-501-200 | 5.35   |

Outstanding Total: 327.27

|                                  |            |            |                                                |                 |        |
|----------------------------------|------------|------------|------------------------------------------------|-----------------|--------|
| <b>Paid</b>                      |            |            |                                                |                 |        |
| MARY IVY                         | INV0028671 | 03/01/2019 | REIMB MEALS & TRAVEL FOR SPRING 19 CMC         | 001-145-610-350 | 113.85 |
| CENTER FOR GOVERNMENT TECHNOLOGY | INV0028672 | 03/01/2019 | SPRING CMC REGIST./ M.IVY, L. WILSON, L.MCGARR | 001-145-610-350 | 600.00 |

Paid Total: 713.85

Department 145 - OTHER ADMINISTRATIVE Total: 1,041.12

## Department: 159 - BONDING-CITY EMPLOYEES

## Outstanding

|                                    |        |            |                             |                 |        |
|------------------------------------|--------|------------|-----------------------------|-----------------|--------|
| REYNOLDS/RENASANT INSURANCE AGENCY | 967223 | 03/13/2019 | POLICE EMP. DISHONESTY BOND | 001-159-620-371 | 197.50 |
| REYNOLDS/RENASANT INSURANCE AGENCY | 967224 | 03/11/2019 | LASHONDA MALONE BOND        | 001-159-620-371 | 175.00 |
| REYNOLDS/RENASANT INSURANCE AGENCY | 967225 | 03/11/2019 | DONNA LOTT BOND             | 001-159-620-371 | 175.00 |

## Expense Approval Report

Post Dates: 03/01/2019 - 03/13/2019

| Vendor Name                           | Payable Number | Post Date  | Description (Item)   | Account Number  | Amount |
|---------------------------------------|----------------|------------|----------------------|-----------------|--------|
| REYNOLDS/RENASANT<br>INSURANCE AGENCY | 967226         | 03/11/2019 | CARYL PRITCHARD BOND | 001-159-620-371 | 175.00 |

Outstanding Total: 722.50

Department 159 - BONDING-CITY EMPLOYEES Total: 722.50

## Department: 169 - LEGAL

## Outstanding

|                                                  |            |            |                          |                 |           |
|--------------------------------------------------|------------|------------|--------------------------|-----------------|-----------|
| STEPHANIE<br>MALLETT, ATTORNEY AT LA             | INV0028767 | 03/11/2019 | VS LEVITICUS BELL        | 001-169-600-309 | 200.00    |
| MARK G.<br>WILLIAMSON, ATTORNEY AT<br>LAW        | INV0028779 | 03/13/2019 | VS R. EUBANKS IVY        | 001-169-600-309 | 200.00    |
| MITCHELL, MCNUTT, & SAMS,<br>P.A./ CITY ATTORNEY | 369668     | 03/13/2019 | GENERAL MATTERS          | 001-169-600-302 | 10,646.40 |
| MITCHELL, MCNUTT, & SAMS,<br>P.A./ CITY ATTORNEY | 370761     | 03/13/2019 | LITIGATED MATTERS        | 001-169-600-312 | 834.00    |
| STARKVILLE DAILY NEWS                            | INV0028783 | 03/13/2019 | ACCT #000132 ADVERTISING | 001-169-615-342 | 59.98     |

Outstanding Total: 11,940.38

Department 169 - LEGAL Total: 11,940.38

## Department: 180 - HUMAN RESOURCES

## Outstanding

|                          |            |            |                                        |                 |          |
|--------------------------|------------|------------|----------------------------------------|-----------------|----------|
| TYLER TECHNOLOGIES       | 045-251249 | 03/11/2019 | EXECU TIME TRAINING JAN.<br>2019       | 001-180-691-505 | 450.00   |
| TYLER TECHNOLOGIES       | 045-252068 | 03/11/2019 | EXECU TIME TRAINING<br>01.31.19        | 001-180-691-505 | 325.00   |
| CLINIC AT ELM LAKE, THE  | 23432      | 03/07/2019 | MATTHEW LASTER TESTING                 | 001-180-600-320 | 30.00    |
| CSPIRE WIRELESS          | 02.25.19   | 03/07/2019 | CELL PHONE BILLS BY DEPT               | 001-180-604-330 | 50.30    |
| TYLER TECHNOLOGIES       | 045-254355 | 03/11/2019 | EXECUTIME TRAINING-<br>02.18.19        | 001-180-691-505 | 250.00   |
| TYLER TECHNOLOGIES       | 025-252205 | 03/11/2019 | APPLICANT TRACKING<br>INTERFACE        | 001-180-691-505 | 1,100.00 |
| MAXXSOUTH BROADBAND      | INV0028733 | 03/07/2019 | ACCT #8282 41 101 0508324<br>CITY HALL | 001-180-604-330 | 28.13    |
| COMMERCIAL DISPATCH, THE | INV0028675 | 03/07/2019 | ADVERTISING                            | 001-180-610-340 | 270.00   |

Outstanding Total: 2,503.43

Department 180 - HUMAN RESOURCES Total: 2,503.43

## Department: 190 - CITY PLANNER

## Outstanding

|                           |            |            |                                                           |                 |        |
|---------------------------|------------|------------|-----------------------------------------------------------|-----------------|--------|
| CSPIRE WIRELESS           | 02.25.19   | 03/07/2019 | CELL PHONE BILLS BY DEPT                                  | 001-190-604-330 | 136.00 |
| PITNEY BOWES INK          | 1011446415 | 03/07/2019 | POSTAGE METER SUPPLIES                                    | 001-190-604-330 | 259.22 |
| MAXXSOUTH BROADBAND       | INV0028733 | 03/07/2019 | ACCT #8282 41 101 0508324<br>CITY HALL                    | 001-190-604-330 | 28.12  |
| CSPIRE BUSINESS SOLUTIONS | 1407450    | 03/12/2019 | CSBS 110245208                                            | 001-190-604-330 | 77.33  |
| STARKVILLE DAILY NEWS     | INV0028783 | 03/13/2019 | ACCT #000132 ADVERTISING                                  | 001-190-604-330 | 362.76 |
| ERIK BUSBY                | INV0028777 | 03/13/2019 | CONTRACT LABOR 2/28/19-<br>3/13/19/ COMMUNITY<br>DEVELOPM | 001-190-600-300 | 730.00 |

Outstanding Total: 1,593.43

Department 190 - CITY PLANNER Total: 1,593.43

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

## Outstanding

|                                   |              |            |                                   |                 |        |
|-----------------------------------|--------------|------------|-----------------------------------|-----------------|--------|
| ALARM SECURITIES, INC. dba<br>ASI | 41316        | 03/07/2019 | PHONE SYSTEM<br>MAINTENANCE       | 001-192-510-220 | 328.39 |
| OFFICE DEPOT                      | 279919997001 | 03/13/2019 | TRASH BAGS                        | 001-192-510-220 | 35.37  |
| OFFICE DEPOT                      | 279919999001 | 03/13/2019 | TRASH BAGS                        | 001-192-510-220 | 13.59  |
| CINTAS                            | 4017237850   | 03/07/2019 | CITY HALL 02.26.19                | 001-192-510-220 | 11.22  |
| OFFICE DEPOT                      | 279919998001 | 03/13/2019 | TRASH BAGS, CAN LINERS            | 001-192-510-220 | 41.95  |
| PETTY CASH VOUCHERS               | INV0028738   | 03/07/2019 | CAR WASH                          | 001-192-510-204 | 7.00   |
| FUELMAN / FLETCOR                 | NP55571028   | 03/07/2019 | FUEL REPORT 01/14/19-<br>01/20/19 | 001-192-510-204 | 6.17   |
| CINTAS                            | 4017676568   | 03/12/2019 | CITY HALL 03.05.19                | 001-192-510-220 | 11.22  |

## Expense Approval Report

Post Dates: 03/01/2019 - 03/13/2019

| Vendor Name                                         | Payable Number | Post Date  | Description (Item)                                 | Account Number  | Amount    |
|-----------------------------------------------------|----------------|------------|----------------------------------------------------|-----------------|-----------|
| QUILL CORPORATION                                   | 5511143        | 03/07/2019 | CASES COPY PAPER                                   | 001-192-510-220 | 119.97    |
| STARKVILLE UTILITIES                                | INV0028784     | 03/13/2019 | UTILITY BILLS BY DEPT                              | 001-192-625-380 | 2,297.64  |
| Outstanding Total:                                  |                |            |                                                    |                 | 2,872.52  |
| Department 192 - GENERAL GOVERN BLDG & PLANT Total: |                |            |                                                    |                 | 2,872.52  |
| Department: 195 - TRANSFERS TO OTHER AGENCIES       |                |            |                                                    |                 |           |
| Outstanding                                         |                |            |                                                    |                 |           |
| OKT COUNTY                                          | 151619         | 03/07/2019 | GT LINK ANN SPONSOR FEE/ECONOMIC DEVELOPMENT       | 001-195-951-967 | 20,000.00 |
| AMY COUNTERMAN                                      | INV0028768     | 03/12/2019 | REIMB TRAVEL/PRESENT KSB AWARD TO LEGISLATURE      | 001-195-691-550 | 138.43    |
| AMY COUNTERMAN                                      | INV0028769     | 03/12/2019 | REIMB MEALS & EXPENSES/AWARD ACCEPTANCE FOR KSB    | 001-195-691-550 | 162.86    |
| Outstanding Total:                                  |                |            |                                                    |                 | 20,301.29 |
| Department 195 - TRANSFERS TO OTHER AGENCIES Total: |                |            |                                                    |                 | 20,301.29 |
| Department: 196 - CEMETERY ADMINISTRATION           |                |            |                                                    |                 |           |
| Outstanding                                         |                |            |                                                    |                 |           |
| HAMPTON YOUNG CORP.                                 | 109            | 03/07/2019 | MARCH 2019 LANDSCAPE SVC/CEMETARY                  | 001-196-630-402 | 1,700.00  |
| HAMPTON YOUNG CORP.                                 | 109            | 03/07/2019 | MARCH 2019 LANDSCAPE SVC/CEMETARY                  | 001-196-630-425 | 900.00    |
| HAMPTON YOUNG CORP.                                 | 109            | 03/07/2019 | MARCH 2019 LANDSCAPE SVC/CEMETARY                  | 001-196-637-637 | 600.00    |
| Outstanding Total:                                  |                |            |                                                    |                 | 3,200.00  |
| Department 196 - CEMETERY ADMINISTRATION Total:     |                |            |                                                    |                 | 3,200.00  |
| Department: 197 - ENGINEERING                       |                |            |                                                    |                 |           |
| Outstanding                                         |                |            |                                                    |                 |           |
| SULLIVAN'S OFFICE SUPPLY, INC.                      | 42780          | 03/11/2019 | FILE FOLDERS                                       | 001-197-501-200 | 23.99     |
| SULLIVAN'S OFFICE SUPPLY, INC.                      | 42780.1        | 03/11/2019 | 2 ROLLS UNIVERSAL BOND PAPER                       | 001-197-501-200 | 47.94     |
| MAXXSOUTH BROADBAND                                 | INV0028733     | 03/07/2019 | ACCT #8282 41 101 0508324 CITY HALL                | 001-197-604-330 | 28.12     |
| VERIZON-NETWORK FLEET                               | 1708623        | 03/11/2019 | ACCT #STAR035 GPS EXPENSES BY DEPT                 | 001-197-690-450 | 37.90     |
| PETTY CASH VOUCHERS                                 | INV0028737     | 03/07/2019 | REIMB CODY BURNET FUEL PURCHASE                    | 001-197-525-231 | 36.62     |
| CADENCE VISA                                        | 905011         | 03/12/2019 | KROGER/8 PACKS OF 12 OZ CUPS                       | 001-197-501-200 | 26.32     |
| CADENCE VISA                                        | 5463120        | 03/12/2019 | AUTOCAD LT SOFTWARE ANNUAL SUBSCRIPTION            | 001-197-502-201 | 400.00    |
| EDWARD KEMP                                         | INV0028773     | 03/12/2019 | REIMB PURCHASE OF MS STANDARD SPECS FOR ROADS/BRID | 001-197-690-553 | 40.00     |
| TRUSTMARK NATIONAL BANK                             | 03.27.19       | 03/11/2019 | #93894/2 TACOMAS                                   | 001-197-820-874 | 415.78    |
| TRUSTMARK NATIONAL BANK                             | 03.27.19       | 03/11/2019 | #93894/2 TACOMAS                                   | 001-197-830-873 | 21.18     |
| Outstanding Total:                                  |                |            |                                                    |                 | 1,077.85  |
| Department 197 - ENGINEERING Total:                 |                |            |                                                    |                 | 1,077.85  |
| Department: 201 - POLICE DEPARTMENT                 |                |            |                                                    |                 |           |
| Outstanding                                         |                |            |                                                    |                 |           |
| OCH REGIONAL MEDICAL CTR                            | INV0028781     | 03/13/2019 | MEDICAL BILL FOR WINTER HURST                      | 001-201-541-240 | 1,367.21  |
| BELL BUILDING SUPPLY, INC.                          | 243942         | 03/12/2019 | 4 KEYS                                             | 001-201-501-200 | 9.96      |
| ARGAIL CARTER                                       | 462003         | 03/12/2019 | UNIFORM ALTERATIONS                                | 001-201-535-233 | 350.00    |
| R&M TIRES                                           | 1120256        | 03/11/2019 | S-49 OIL/FILTER CHANGE, LABOR                      | 001-201-630-360 | 59.00     |
| STARKVILLE FORD-LINCOLN MERCURY, IN                 | 92334          | 03/13/2019 | REPAIRS TO P-17                                    | 001-201-630-360 | 417.86    |
| LOWE'S-POLICE                                       | 911077         | 03/07/2019 | TITANIUM DRILL BITS                                | 001-201-918-805 | 33.69     |

## Expense Approval Report

Post Dates: 03/01/2019 - 03/13/2019

| Vendor Name                          | Payable Number | Post Date  | Description (Item)                                | Account Number  | Amount    |
|--------------------------------------|----------------|------------|---------------------------------------------------|-----------------|-----------|
| THYSSENKRUPP ELEVATOR CORP           | 3004381093     | 03/11/2019 | ELEVATOR MAINT CONTR-01/22/19-03/31/19            | 001-201-630-426 | 800.34    |
| R&M TIRES                            | 1120612        | 03/11/2019 | S-23 OIL AND FILTER CHANGE/LABOR                  | 001-201-630-360 | 45.00     |
| R&M TIRES                            | 1120613        | 03/11/2019 | S-58 THERMOSTAT/LABOR                             | 001-201-630-360 | 60.00     |
| R&M TIRES                            | 1120622        | 03/11/2019 | OIL & FILTER CHANGE S-21                          | 001-201-630-360 | 59.00     |
| DANNY MCCLUSKEY TOWING               | 1705           | 03/12/2019 | TOWED 86 OLDS TO POLICE STATION                   | 001-201-600-300 | 75.00     |
| AT&T-NCIC MONITOR LINE               | 02.14.19       | 03/07/2019 | ACCT#662-615-1467 637 059                         | 001-201-604-330 | 37.35     |
| TRI-STARR MUFFLER & BRAKE            | 209810         | 03/11/2019 | SPD 14 OIL CHANGE                                 | 001-201-630-360 | 38.95     |
| R&M TIRES                            | 1120736        | 03/11/2019 | S-54 4 TIRES, BAL.& ALIGNMENT, OIL & FILTER CHGE  | 001-201-630-360 | 1,022.00  |
| WAI-MART-GENERAL CITY                | 06860          | 03/11/2019 | 2 CASES WATER                                     | 001-201-501-200 | 9.96      |
| WATERMARK PRINTERS LLC               | 12190          | 03/11/2019 | 1000 ORANGE A.P.P.L.E. PROGRAM CARDS              | 001-201-501-200 | 109.00    |
| BASICS, INC. A Trade America Company | 23139          | 03/12/2019 | 2 CASES LYSOL, 4 CASES COPY PAPER, CASE TOWELS    | 001-201-501-200 | 174.44    |
| BASICS, INC. A Trade America Company | 23139          | 03/12/2019 | 2 CASES LYSOL, 4 CASES COPY PAPER, CASE TOWELS    | 001-201-555-208 | 160.84    |
| MID-SOUTH UNIFORM & SUPPLY           | 588124         | 03/07/2019 | SWEATER, SHIRTS, PANTS, NAME PLATES, SERVICE BARS | 001-201-535-233 | 1,394.55  |
| R&M TIRES                            | 1120777        | 03/11/2019 | S-35 ALIGNMENT                                    | 001-201-630-360 | 65.00     |
| BRISLIN, INC                         | 190208         | 03/12/2019 | CHECK PD AC SYSTEM                                | 001-201-630-426 | 106.00    |
| TRI-STARR MUFFLER & BRAKE            | 209823         | 03/11/2019 | GALLON OF ANTIFREEZE                              | 001-201-630-360 | 18.95     |
| TRI-STARR MUFFLER & BRAKE            | 209826         | 03/11/2019 | SPD 8070 STEERING GEAR, REPROGRAM STEERING MODULE | 001-201-630-360 | 1,618.00  |
| TRI-STARR MUFFLER & BRAKE            | 209832         | 03/11/2019 | SPD 55-FAN ASSY, LABOR, ANTIFREEZE                | 001-201-630-360 | 453.95    |
| BODE CELLMARK FORENSICS              | 30095          | 03/12/2019 | SECURE SWAP DNA COLLECTORS                        | 001-201-556-251 | 300.00    |
| ARGAIL CARTER                        | 462004         | 03/12/2019 | UNIFORM ALTERATIONS                               | 001-201-535-233 | 183.00    |
| CSPIRE WIRELESS                      | 02.25.19       | 03/07/2019 | CELL PHONE BILLS BY DEPT                          | 001-201-604-330 | 1,782.11  |
| R&M TIRES                            | 1120792        | 03/11/2019 | S-58 MOUNT AND BALANCE TIRE                       | 001-201-630-360 | 40.50     |
| R&M TIRES                            | 1120804        | 03/11/2019 | S-59 FLAT REPAIR-2 SPARES IN TRUNK                | 001-201-630-360 | 40.00     |
| TRI-STARR MUFFLER & BRAKE            | 209835         | 03/11/2019 | TAURUS \$4733/LEFT BRAKE LIGHT BULB +LABOR        | 001-201-630-360 | 37.89     |
| TRI-STARR MUFFLER & BRAKE            | 209837         | 03/11/2019 | SPD 43/POWER STEERING PUMP, LABOR                 | 001-201-630-360 | 350.58    |
| EVIDENT CRIME SCENE PRODUCTS         | 142148A        | 03/12/2019 | BLOOD TEST KITS, FORENSIC KITS, GUNPOWDER TESTS   | 001-201-556-251 | 174.85    |
| CADENCE VISA                         | 02.28.19       | 03/07/2019 | INTEREST REVERSAL                                 | 001-201-691-550 | -0.55     |
| SOUTHERN TELECOMMUNICATIONS          | 03.17.19       | 03/13/2019 | ACCT #2490 FEBRUARY 2019                          | 001-201-604-330 | 39.84     |
| SOUTHERN TELECOMMUNICATIONS          | 03.17.19       | 03/13/2019 | ACCT #2490 FEBRUARY 2019                          | 001-201-604-330 | 79.67     |
| EVS /G&W DIESEL SERVICES, INC        | 137404         | 03/12/2019 | 25 HAZARD CONTROL FOAMS                           | 001-201-630-360 | -3,125.00 |
| TRI-STARR MUFFLER & BRAKE            | 117352         | 03/11/2019 | SPD 27/ALTERNATOR, DRIVE BELT, LABOR              | 001-201-630-360 | 514.52    |
| TRI-STARR MUFFLER & BRAKE            | 117354         | 03/11/2019 | SPD-39 DRIVER REAR LIGHT, BOLT KIT, LABOR         | 001-201-630-360 | 54.42     |
| CSPIRE BUSINESS SOLUTIONS            | 1407450        | 03/12/2019 | CSBS 110245208                                    | 001-201-604-330 | 77.33     |
| CSPIRE BUSINESS SOLUTIONS            | 1407450        | 03/12/2019 | CSBS 110245208                                    | 001-201-604-330 | 77.33     |
| VERIZON-NETWORK FLEET                | 1708623        | 03/11/2019 | ACCT #STAR035 GPS EXPENSES BY DEPT                | 001-201-690-450 | 1,402.30  |
| AT&T PRIVATE LINE SERVICE            | 3107284296     | 03/12/2019 | NCIC PRIVATE LINE SVC FEB. 2019                   | 001-201-604-330 | 206.77    |
| MAGNOLIA BOTTLED WATER CO            | 36969          | 03/07/2019 | 12 FIVE GALLON BOTTLES OF WATER.                  | 001-201-501-200 | 90.00     |

## Expense Approval Report

Post Dates: 03/01/2019 - 03/13/2019

| Vendor Name                         | Payable Number | Post Date  | Description (Item)                                | Account Number  | Amount    |
|-------------------------------------|----------------|------------|---------------------------------------------------|-----------------|-----------|
| OKTIBBEHA COUNTY SHERIFF'S OFFICE   | 03.04.19       | 03/07/2019 | FEEDING INMATES FEBRUARY 2019                     | 001-201-541-237 | 10,950.00 |
| R&M TIRES                           | 1120896        | 03/11/2019 | S-25 MOUNT AND BALANCE TIRE                       | 001-201-630-360 | 19.00     |
| TRI-STARR MUFFLER & BRAKE           | 117361         | 03/11/2019 | '07 CHARGER/STEERING GEAR & LABOR                 | 001-201-630-360 | 583.38    |
| CHRIS GREGORY                       | 312903         | 03/12/2019 | REIMB PURCHASE OF WIPER BLADES/AUTOZONE           | 001-201-630-360 | 27.80     |
| REYNOLDS/RENASANT INSURANCE AGENCY  | 967132         | 03/11/2019 | REPLACED MOTORCYCLES                              | 001-201-620-370 | 12.00     |
| FUELMAN / FLEETCOR                  | NP55571028     | 03/07/2019 | FUEL REPORT 01/14/19-01/20/19                     | 001-201-525-231 | 2,140.20  |
| R&M TIRES                           | 1120927        | 03/11/2019 | S-51 REPAIR FLAT                                  | 001-201-630-360 | 20.00     |
| R&M TIRES                           | 1120947        | 03/11/2019 | S-47 BRAKE LABOR REAR                             | 001-201-630-360 | 70.00     |
| GOLDEN TRIANGLE PDD PHARMACY        | 17171          | 03/12/2019 | MEDS FOR E.PARKS                                  | 001-201-541-240 | 6.22      |
| STARKVILLE COUNSELING ASSOCIATES    | 2503           | 03/11/2019 | 02.7.19, 02.11.19, 03.20.19 THERAPY SESSIONS      | 001-201-600-300 | 75.00     |
| STARKVILLE COUNSELING ASSOCIATES    | 2504           | 03/11/2019 | 11.08.18 THERAPY SESSION                          | 001-201-600-300 | 25.00     |
| STARKVILLE COUNSELING ASSOCIATES    | 2505           | 03/11/2019 | 02.06.18 THERAPY SESSION/11.13.18 THERAPY SESSION | 001-201-600-300 | 50.00     |
| MS ASSOC OF CHIEFS OF POLICE        | 8104           | 03/07/2019 | SUMMER CONF & TRADE SHOW REG/RF REYNOLDS          | 001-201-690-552 | 325.00    |
| FUELMAN / FLEETCOR                  | NP55603680     | 03/12/2019 | FUEL REPORT 03/04/19-03/10/19                     | 001-201-525-231 | 2,222.54  |
| 4-COUNTY ELECTRIC POWER ASSOCIATION | INV0028774     | 03/12/2019 | ACCT#212849/UTILITY BILLS BY DEPARTMENT           | 001-201-625-380 | 98.67     |
| STARKVILLE UTILITIES                | INV0028784     | 03/13/2019 | UTILITY BILLS BY DEPT                             | 001-201-625-380 | 3,220.61  |
| Outstanding Total:                  |                |            |                                                   |                 | 30,657.03 |

## Paid

|                      |            |            |                                         |                 |       |
|----------------------|------------|------------|-----------------------------------------|-----------------|-------|
| STATE TAX COMMISSION | INV0028740 | 03/08/2019 | TAG FOR 2016 FORD INTERCEPTOR VIN#65931 | 001-201-691-550 | 16.00 |
|----------------------|------------|------------|-----------------------------------------|-----------------|-------|

Paid Total: 16.00

Department 201 - POLICE DEPARTMENT Total: 30,673.03

## Department: 261 - FIRE DEPARTMENT

## Outstanding

|                               |             |            |                                            |                 |          |
|-------------------------------|-------------|------------|--------------------------------------------|-----------------|----------|
| NAFECO                        | 966130      | 03/13/2019 | HELMET FOR S.BIRD                          | 001-261-535-233 | 245.00   |
| EVS /G&W DIESEL SERVICES, INC | 137245      | 03/12/2019 | 25 HAZARD CONTROL FOAMS                    | 001-261-630-360 | 3,125.00 |
| HOWARD INDUSTRIES             | 19-00846536 | 03/07/2019 | NETGEAR WIRELESS ACCESS POINT              | 001-261-918-805 | 112.00   |
| MAXXSOUTH BROADBAND           | INV0028731  | 03/07/2019 | ACCT #8282 41 101 0005230 FIRE STATION #1  | 001-261-625-380 | 305.37   |
| MAXXSOUTH BROADBAND           | INV0028732  | 03/07/2019 | ACCT #8282 41 101 0005495 FIRE STATION #2  | 001-261-625-380 | 177.90   |
| CSPIRE WIRELESS               | 02.25.19    | 03/07/2019 | CELL PHONE BILLS BY DEPT                   | 001-261-604-330 | 167.15   |
| ATMOS ENERGY                  | INV0028772  | 03/12/2019 | # 3018177204 /FIRESTATION                  | 001-261-625-380 | 719.30   |
| WAI-MART-GENERAL CITY         | 09195       | 03/11/2019 | WAX FOR TRUCKS                             | 001-261-630-360 | 19.88    |
| CADENCE VISA                  | 61583569463 | 03/07/2019 | NAT'L REG OF EMTS CERTIFICATION            | 001-261-600-390 | 350.00   |
| EAST MISSISSIPPI LUMBER CO    | D18914      | 03/07/2019 | LOOSE NUTS, BOLTS, SCREWS, ALUM RIVET      | 001-261-555-250 | 13.00    |
| SOUTHERN TELECOMMUNICATIONS   | 03.17.19    | 03/13/2019 | ACCT #2490 FEBRUARY 2019                   | 001-261-604-330 | 512.10   |
| SOUTHERN TELECOMMUNICATIONS   | 03.17.19    | 03/13/2019 | ACCT #2490 FEBRUARY 2019                   | 001-261-604-330 | 3,726.54 |
| O'REILLY AUTO PARTS           | 0997-465491 | 03/07/2019 | BRAKE PADS FOR 2005 DODG                   | 001-261-630-360 | 36.54    |
| O'REILLY AUTO PARTS           | 0997-465509 | 03/07/2019 | BRAKE PAD RETURN PLUS EXCHANGE -2005 DODGE | 001-261-630-360 | 3.40     |
| EVS /G&W DIESEL SERVICES, INC | 137405      | 03/12/2019 | 22 UNITS OF HAZARD CONTROL FOAM            | 001-261-630-360 | 2,750.00 |

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| Vendor Name                                 | Payable Number | Post Date  | Description (Item)                                | Account Number  | Amount    |
|---------------------------------------------|----------------|------------|---------------------------------------------------|-----------------|-----------|
| INTERSTATE BATTERY OF CNTRL MS              | 90468          | 03/07/2019 | 4 RADIO BATTERIES                                 | 001-261-630-360 | 319.96    |
| LOWE'S-FIRE                                 | 910947         | 03/07/2019 | PEERLESS DULCET, DRILL, 20V BLACK BATTERY         | 001-261-555-250 | 381.84    |
| LOWE'S-FIRE                                 | 910947         | 03/07/2019 | PEERLESS DULCET, DRILL, 20V BLACK BATTERY         | 001-261-558-269 | 84.55     |
| ESAP -EMERGENCY SERVICE ADMIN PROFESSIONALS | INV0028676     | 03/07/2019 | 2019 MEMBERSHIP DUES-LASHONDA MALONE              | 001-261-690-555 | 25.00     |
| MATT DOSS                                   | INV0028730     | 03/07/2019 | REIMB MEALS FROM FIRE ACADEMY                     | 001-261-600-390 | 26.74     |
| EMPIRE TRUCK SALES, LLC                     | RE005011542:01 | 03/07/2019 | REPAIR E5-SENSOR COOLANT LEVEL                    | 001-261-630-360 | 810.62    |
| CSPIRE BUSINESS SOLUTIONS                   | 1407450        | 03/12/2019 | CSBS 110245208                                    | 001-261-604-330 | 77.33     |
| VERIZON-NETWORK FLEET                       | 1708623        | 03/11/2019 | ACCT #STAR035 GPS EXPENSES BY DEPT                | 001-261-690-450 | 379.00    |
| FUELMAN / FLEETCOR                          | NP55571028     | 03/07/2019 | FUEL REPORT 01/14/19-01/20/19                     | 001-261-525-231 | 768.31    |
| STARKVILLE AUTO PARTS                       | 121592         | 03/13/2019 | DIESEL EXHAUST FLUID, ANTIFREEZE, 2 CYCLE OIL     | 001-261-630-360 | 66.91     |
| S&K DOOR AND SPECIALTY COMPANY, INC.        | 67321          | 03/13/2019 | SERVICE CALL TO REPAIR DOOR/REPLACED BR&L SPRINGS | 001-261-558-269 | 425.00    |
| NAFECO                                      | 971715         | 03/13/2019 | CUSTOM LEATHER FRONT FOR HELMET                   | 001-261-535-233 | 69.00     |
| ATMOS ENERGY                                | INV0028771     | 03/12/2019 | #3055511080 / FIRESTATION #                       | 001-261-625-380 | 737.11    |
| CADENCE VISA                                | 200001027      | 03/12/2019 | KIDDIE FIRE DEPT/211 SMOKE ALARMS                 | 001-261-702-262 | 1,991.84  |
| FUELMAN / FLEETCOR                          | NP55603680     | 03/12/2019 | FUEL REPORT 03/04/19-03/10/19                     | 001-261-525-231 | 628.61    |
| 4-COUNTY ELECTRIC POWER ASSOCIATION         | INV0028774     | 03/12/2019 | ACCT#212849/UTILITY BILLS BY DEPARTMENT           | 001-261-625-380 | 404.20    |
| COLEMAN NORMAN                              | INV0028786     | 03/13/2019 | REIMB FALL 2018 CLASSES/FIRE PROT. TECHNO         | 001-261-600-390 | 961.00    |
| MFIA -MS FIRE INVESTIGATORS ASSOC           | INV0028778     | 03/13/2019 | MARK MCCURDY-REGIST. 2019 SPRING SEMINAR          | 001-261-600-390 | 175.00    |
| COURTYARD BY MARRIOTT, GULFPORT             | INV0028782     | 03/13/2019 | MFIA SPRING SEM/M. MCCURDY HOTEL                  | 001-261-600-390 | 357.00    |
| STARKVILLE UTILITIES                        | INV0028784     | 03/13/2019 | UTILITY BILLS BY DEPT                             | 001-261-625-380 | 1,184.31  |
| Outstanding Total:                          |                |            |                                                   |                 | 22,136.51 |
| Department 261 - FIRE DEPARTMENT Total:     |                |            |                                                   |                 | 22,136.51 |

## Department: 281 - BUILDING/CODES OFFICE

## Outstanding

|                                               |            |            |                                         |                 |        |
|-----------------------------------------------|------------|------------|-----------------------------------------|-----------------|--------|
| CSPIRE WIRELESS                               | 02.25.19   | 03/07/2019 | CELL PHONE BILLS BY DEPT                | 001-281-604-330 | 131.85 |
| SULLIVAN'S OFFICE SUPPLY, INC.                | 43168      | 03/11/2019 | TAB DIVIDERS, BINDER, REPORT COVER      | 001-281-501-200 | 46.04  |
| MAXXSOUTH BROADBAND                           | INV0028733 | 03/07/2019 | ACCT #8282 41 101 0508324 CITY HALL     | 001-281-604-330 | 28.11  |
| MIKE ST LOUIS                                 | INV0028734 | 03/07/2019 | REIMB LUNCH EXPENSE FOR MS BOAM MEETING | 001-281-610-350 | 10.00  |
| CSPIRE BUSINESS SOLUTIONS                     | 1407450    | 03/12/2019 | CSBS 110245208                          | 001-281-604-330 | 77.33  |
| VERIZON-NETWORK FLEET                         | 1708623    | 03/11/2019 | ACCT #STAR035 GPS EXPENSES BY DEPT      | 001-281-690-450 | 170.55 |
| SULLIVAN'S OFFICE SUPPLY, INC.                | 43167      | 03/11/2019 | CORK BULLETIN BOARD                     | 001-281-501-200 | 27.30  |
| FUELMAN / FLEETCOR                            | NP55571028 | 03/07/2019 | FUEL REPORT 01/14/19-01/20/19           | 001-281-525-231 | 40.10  |
| SULLIVAN'S OFFICE SUPPLY, INC.                | 43388      | 03/11/2019 | CORK BULLETIN BOARD                     | 001-281-501-200 | 27.30  |
| TRUSTMARK NATIONAL BANK                       | 03.27.19   | 03/11/2019 | #93894/2 TACOMAS                        | 001-281-820-874 | 415.77 |
| TRUSTMARK NATIONAL BANK                       | 03.27.19   | 03/11/2019 | #93894/2 TACOMAS                        | 001-281-830-873 | 21.17  |
| Outstanding Total:                            |            |            |                                         |                 | 995.52 |
| Department 281 - BUILDING/CODES OFFICE Total: |            |            |                                         |                 | 995.52 |

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| Vendor Name                                                 | Payable Number | Post Date  | Description (Item)                              | Account Number  | Amount          |
|-------------------------------------------------------------|----------------|------------|-------------------------------------------------|-----------------|-----------------|
| <b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM</b>       |                |            |                                                 |                 |                 |
| <b>Outstanding</b>                                          |                |            |                                                 |                 |                 |
| 4-COUNTY ELECTRIC POWER ASSOCIATION                         | INV0028677     | 03/07/2019 | CIVIL AIR PATROL 99633-001                      | 001-290-625-380 | 68.64           |
| GOLDEN TRIANGLE PLANNING & DEVELOPM                         | 5719           | 03/12/2019 | CODE RED ANNUAL PAYMENT                         | 001-290-625-380 | 3,935.12        |
| 4-COUNTY ELECTRIC POWER ASSOCIATION                         | INV0028774     | 03/12/2019 | ACCT#212849/UTILITY BILLS BY DEPARTMENT         | 001-290-625-380 | 147.65          |
| STARKVILLE UTILITIES                                        | INV0028784     | 03/13/2019 | UTILITY BILLS BY DEPT                           | 001-290-625-380 | 209.90          |
| <b>Outstanding Total:</b>                                   |                |            |                                                 |                 | <b>4,361.31</b> |
| <b>Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:</b> |                |            |                                                 |                 | <b>4,361.31</b> |
| <b>Department: 301 - STREET DEPARTMENT</b>                  |                |            |                                                 |                 |                 |
| <b>Outstanding</b>                                          |                |            |                                                 |                 |                 |
| BELL BUILDING SUPPLY, INC.                                  | 236987         | 03/12/2019 | 3 SELF DRILLS                                   | 001-301-555-250 | 28.47           |
| BELL BUILDING SUPPLY, INC.                                  | 243593         | 03/12/2019 | 5 BAGS CONCRETE MIX                             | 001-301-555-250 | 14.97           |
| G&C SUPPLY CO., INC                                         | 6724620        | 03/07/2019 | 60 STOP SIGNS                                   | 001-301-565-272 | 1,685.30        |
| MMC MATERIALS, INC.                                         | 581878         | 03/07/2019 | 2.250 CY 3000 PSI STR 1% NC                     | 001-301-560-270 | 290.25          |
| THOMPSON MACHINERY                                          | PC110270461    | 03/11/2019 | MAINTENANCE ON CAT EXCAVATOR                    | 001-301-630-400 | 99.46           |
| STARKVILLE AUTO PARTS                                       | 121125         | 03/11/2019 | TRUCK #707 BLOWER MOTOR RESISTOR                | 001-301-630-360 | 22.11           |
| CINTAS                                                      | 4017237589     | 03/07/2019 | STREET DEPT. 02.26.19                           | 001-301-501-200 | 47.64           |
| STARKVILLE AUTO PARTS                                       | 121254         | 03/11/2019 | TRUCK#75 BELT, BELT TENSIONER                   | 001-301-630-360 | 79.48           |
| CSPIRE WIRELESS                                             | 02.25.19       | 03/07/2019 | CELL PHONE BILLS BY DEPT                        | 001-301-604-330 | 50.30           |
| STARKVILLE AUTO PARTS                                       | 121336         | 03/11/2019 | TRUCK #88 DIESEL KEEN CETANE, CLEAR DIESEL LUB  | 001-301-630-360 | 52.00           |
| STARKVILLE AUTO PARTS                                       | 121344         | 03/11/2019 | TRUCK #88 CFI AIR                               | 001-301-630-360 | 36.99           |
| BELL BUILDING SUPPLY, INC.                                  | 249154         | 03/12/2019 | SUPPLIES TO REPAIR SHOP DOOR/THRESHOLD, SEALANT | 001-301-630-360 | 57.77           |
| SULLIVAN'S OFFICE SUPPLY, INC.                              | 43130          | 03/11/2019 | LAMINATING POUCHES, DIE CUT PAPER SIGNS         | 001-301-555-250 | 14.27           |
| SOUTHERN PIPE AND SUPPLY CO., INC                           | 2805815        | 03/11/2019 | REPAIR SHOP SINK/ 12" SPOUT, SWVL BASE          | 001-301-630-360 | 270.25          |
| CSPIRE BUSINESS SOLUTIONS                                   | 1407450        | 03/12/2019 | CSBS 110245208                                  | 001-301-604-330 | 77.33           |
| VERIZON-NETWORK FLEET                                       | 1708623        | 03/11/2019 | ACCT #STAR035 GPS EXPENSES BY DEPT              | 001-301-690-450 | 322.15          |
| APAC-MISSISSIPPI, INC                                       | 4000085530     | 03/12/2019 | 3.85 TONS SC-1 LIMESTONE                        | 001-301-560-270 | 282.98          |
| FEDEX FREIGHT -DEPT CH                                      | 4451651046     | 03/12/2019 | SHIP BUCKET FROM GOV DEAL SALE                  | 001-301-691-550 | 346.31          |
| FUELMAN / FLEETCOR                                          | NP55571028     | 03/07/2019 | FUEL REPORT 01/14/19-01/20/19                   | 001-301-525-231 | 629.47          |
| CINTAS                                                      | 4017676370     | 03/12/2019 | STREET DEPT 03.05.19                            | 001-301-501-200 | 47.64           |
| GATEWAY TIRE & SERVICE CENTER                               | I104476795     | 03/07/2019 | TRUCK #75 REPAIR FLAT                           | 001-301-630-400 | 22.00           |
| HILL MANUFACTURING COMPANY, INC.                            | 10613-78       | 03/07/2019 | HILCO LUBE-AERO                                 | 001-301-630-400 | 143.92          |
| MS MOSQUITO & VECTOR CONTROL ASSOC                          | INV0028736     | 03/07/2019 | 2019 MSMVCA ANN. MEETING REG/BELL & CLAY        | 001-301-610-350 | 90.00           |
| FUELMAN / FLEETCOR                                          | NP55603680     | 03/12/2019 | FUEL REPORT 03/04/19-03/10/19                   | 001-301-525-231 | 517.76          |
| <b>Outstanding Total:</b>                                   |                |            |                                                 |                 | <b>5,228.82</b> |
| <b>Department 301 - STREET DEPARTMENT Total:</b>            |                |            |                                                 |                 | <b>5,228.82</b> |
| <b>Department: 302 - STREET LIGHTING</b>                    |                |            |                                                 |                 |                 |
| <b>Outstanding</b>                                          |                |            |                                                 |                 |                 |
| MSU FACILITIES MANAGEMENT- TRAFFIC LIGH                     | INV0028735     | 03/07/2019 | TRAFFIC SIGNAL SPRING & LOCKSLEY /#909263211    | 001-302-625-380 | 7.21            |
| 4-COUNTY ELECTRIC POWER ASSOCIATION                         | INV0028774     | 03/12/2019 | ACCT#212849/UTILITY BILLS BY DEPARTMENT         | 001-302-625-380 | 9,370.49        |
| STARKVILLE UTILITIES                                        | INV0028784     | 03/13/2019 | UTILITY BILLS BY DEPT                           | 001-302-625-380 | 756.45          |

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| Vendor Name                                | Payable Number | Post Date  | Description (Item)                                 | Account Number  | Amount    |
|--------------------------------------------|----------------|------------|----------------------------------------------------|-----------------|-----------|
| STARKVILLE UTILITIES                       | INV0028784     | 03/13/2019 | UTILITY BILLS BY DEPT                              | 001-302-625-380 | 77.05     |
| Outstanding Total:                         |                |            |                                                    |                 | 10,211.20 |
| Department 302 - STREET LIGHTING Total:    |                |            |                                                    |                 | 10,211.20 |
| Department: 360 - ANIMAL CONTROL           |                |            |                                                    |                 |           |
| Outstanding                                |                |            |                                                    |                 |           |
| CSPIRE WIRELESS                            | 02.25.19       | 03/07/2019 | CELL PHONE BILLS BY DEPT                           | 001-360-604-330 | 32.00     |
| CSPIRE BUSINESS SOLUTIONS                  | 1407450        | 03/12/2019 | CSBS 110245208                                     | 001-360-604-330 | 77.33     |
| Outstanding Total:                         |                |            |                                                    |                 | 109.33    |
| Department 360 - ANIMAL CONTROL Total:     |                |            |                                                    |                 | 109.33    |
| Department: 550 - PARKS AND REC DEPARTMENT |                |            |                                                    |                 |           |
| Outstanding                                |                |            |                                                    |                 |           |
| RACKLEY OIL INC.                           | 498203         | 03/11/2019 | DIESEL FOR SWEEPER                                 | 001-550-525-231 | 65.27     |
| RACKLEY OIL INC.                           | 500599         | 03/11/2019 | DIESEL FOR LAWN MOWER                              | 001-550-525-231 | 31.44     |
| CINTAS-PARKS                               | 215401187      | 03/12/2019 | WEEKLY MAT CLEANING-02.13.19                       | 001-550-501-208 | 41.11     |
| RACKLEY OIL INC.                           | 501053         | 03/11/2019 | DIESEL FOR MOWER                                   | 001-550-525-231 | 14.96     |
| RACKLEY OIL INC.                           | 501139         | 03/11/2019 | DIESEL FOR MOWER                                   | 001-550-525-231 | 37.28     |
| LOWE'S- PARKS                              | 907998         | 03/12/2019 | 2 KEYS                                             | 001-550-630-426 | 4.53      |
| LOWE'S- PARKS                              | 909427         | 03/12/2019 | BOTTLED WATER                                      | 001-550-501-200 | 11.34     |
| PITNEY BOWES PURCHASE POWER                | 02.19.19       | 03/13/2019 | ACCT #8000-9000-0612-4618 PARKS                    | 001-550-600-330 | 52.56     |
| RICHARDSON ATHLETICS                       | 29980          | 03/11/2019 | WINDSCREEN/WINDFLAPS                               | 001-550-501-415 | 310.16    |
| LOWE'S- PARKS                              | 911657         | 03/12/2019 | MOP AND BUCKET                                     | 001-550-501-208 | 30.22     |
| LOWE'S- PARKS                              | 911692         | 03/12/2019 | WOOD SCREWS                                        | 001-550-600-370 | 1.86      |
| CINTAS-PARKS                               | 4016917147     | 03/12/2019 | WEEKLY MAT CLEANING-01.23.19                       | 001-550-501-208 | 41.11     |
| LIVE WIRE ELECTRIC, LLC                    | 02.25.19       | 03/12/2019 | CONVERT BATHROOM LIGHTS TO LED W/EMERGENCY         | 001-550-630-426 | 974.88    |
| NEWELL PAPER COMPANY                       | 3061540        | 03/13/2019 | 4 MOP HEADS                                        | 001-550-501-208 | 69.32     |
| OKTIBBEHA COUNTY COOPERATIVE               | 499143         | 03/13/2019 | 16 CROSSTIES                                       | 001-550-636-110 | 223.20    |
| LOWE'S- PARKS                              | 910975         | 03/12/2019 | DOOR KNOB                                          | 001-550-630-426 | 15.18     |
| PYRO SHOWS, INC                            | 19MS000144     | 03/13/2019 | FIREWORKS SHOW DEPOSIT/JULY 4TH                    | 001-550-600-355 | 4,249.50  |
| RACKLEY OIL INC.                           | 501513         | 03/11/2019 | DIESEL FOR MOWERS                                  | 001-550-525-231 | 57.70     |
| IVY AUTO PARTS, LLC.                       | 608597         | 03/12/2019 | POWER STEERING FLUID                               | 001-550-600-370 | 10.78     |
| LOWE'S- PARKS                              | 910392         | 03/12/2019 | GE WINDOW AC UNIT                                  | 001-550-630-426 | 141.55    |
| COLUMBUS FENCE COMPANY                     | 22807          | 03/07/2019 | MCKEE PARK FENCING REPAIR                          | 001-550-636-110 | 19,150.00 |
| CINTAS-PARKS                               | 4017346510     | 03/12/2019 | WEEKLY MAT CLEANING-02.27.19                       | 001-550-501-208 | 41.11     |
| RACKLEY OIL INC.                           | 501594         | 03/11/2019 | DIESEL FOR MOWERS                                  | 001-550-525-231 | 15.20     |
| FERGUSON ENTERPRISES, INC                  | 8840953        | 03/12/2019 | PVC COUPLING, TRIP LEV CAD, GSKT SHT PKG           | 001-550-630-426 | 27.22     |
| LOWE'S- PARKS                              | 909459         | 03/12/2019 | GAS CANS, LED BULBS, MARKING PAINT                 | 001-550-525-231 | 70.26     |
| LOWE'S- PARKS                              | 909459         | 03/12/2019 | GAS CANS, LED BULBS, MARKING PAINT                 | 001-550-600-370 | 10.02     |
| LOWE'S- PARKS                              | 909459         | 03/12/2019 | GAS CANS, LED BULBS, MARKING PAINT                 | 001-550-630-426 | 140.40    |
| LOWE'S- PARKS                              | 910592         | 03/12/2019 | EPOXY PUTTY                                        | 001-550-555-250 | 5.69      |
| GANN'S PARTY INFLATABLES                   | 939842         | 03/12/2019 | INFLATABLE RENTAL/FUEL                             | 001-550-600-355 | 275.00    |
| SOUTHERN TELECOMMUNICATIONS                | 03.17.19       | 03/13/2019 | ACCT #2490 FEBRUARY 2019                           | 001-550-600-330 | 39.84     |
| SPORTS SPECIALTY                           | 28403          | 03/11/2019 | BASKETBALL AWARDS                                  | 001-550-501-415 | 207.00    |
| NEWELL PAPER COMPANY                       | 3061958        | 03/13/2019 | FOAM GASKETS                                       | 001-550-501-208 | 107.03    |
| NEWELL PAPER COMPANY                       | 3061969        | 03/13/2019 | TOWELS, TISSUE, SCRIM WIPERS, MOP FRAMES. PINE SOL | 001-550-501-208 | 266.86    |
| RACKLEY OIL INC.                           | 501751         | 03/11/2019 | DIESEL FOR MOWERS                                  | 001-550-525-231 | 7.71      |
| LOWE'S- PARKS                              | 911217         | 03/12/2019 | SHEET METAL SCREW, OUTLET COVER, CORNER BRA        | 001-550-630-426 | 9.45      |

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| Vendor Name                                | Payable Number  | Post Date  | Description (Item)                                    | Account Number  | Amount   |
|--------------------------------------------|-----------------|------------|-------------------------------------------------------|-----------------|----------|
| WAI-MART-GENERAL CITY                      | 00384           | 03/11/2019 | ACTIVITY SUPPLIES & PRIZES                            | 001-550-501-220 | 263.40   |
| VERIZON-NETWORK FLEET                      | 1708623         | 03/11/2019 | ACCT #STAR035 GPS<br>EXPENSES BY DEPT                 | 001-550-690-450 | 132.65   |
| WAUKAWAY DISTRIBUTORS,<br>INC              | CLR0319-281     | 03/11/2019 | MONTHLY COOLER RENTAL<br>PARKS                        | 001-550-501-200 | 20.00    |
| LOWE'S- PARKS                              | 909863          | 03/12/2019 | PLUNGER AND COMMODE<br>AUGER                          | 001-550-501-208 | 19.44    |
| HOWELL'S PEST CONTROL                      | INV0028776      | 03/12/2019 | SPORTSPLEX 03.04.19                                   | 001-550-630-426 | 40.00    |
| FUELMAN / FLEETCOR                         | NP55571028      | 03/07/2019 | FUEL REPORT 01/14/19-<br>01/20/19                     | 001-550-525-231 | 81.26    |
| SERVICEMASTER<br>RESTORATION BY ONECALL    | 192169-0305     | 03/11/2019 | FEB. 2019 JANITORIAL<br>SERVICES-PARKS                | 001-550-501-208 | 1,800.00 |
| UNITED RENTALS (NORTH<br>AMERICA), INC.    | 166767443-001   | 03/11/2019 | BUGGY RENTAL                                          | 001-550-600-300 | 100.82   |
| NRPA -NATIONAL<br>RECREATION & PARK ASSOCI | 181351030619-LB | 03/13/2019 | 2 FACILITY MARKET REPORTS                             | 001-550-600-300 | 50.00    |
| IVY AUTO PARTS, LLC.                       | 609218          | 03/12/2019 | BOOSTER CABLE                                         | 001-550-555-250 | 131.99   |
| GANN'S PARTY INFLATABLES                   | 134150          | 03/12/2019 | RENT 3 BOUNCERS                                       | 001-550-600-355 | 475.00   |
| ATMOS ENERGY                               | INV0028770      | 03/12/2019 | # 3019958172 /PARKS                                   | 001-550-600-340 | 194.52   |
| HEAVEN'S JUBILEE FARM<br>PETTING ZOO       | 1               | 03/12/2019 | PETTING ZOO/APRIL 20, 2019                            | 001-550-600-355 | 400.00   |
| VERNA LEONARD                              | INV0028742      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 380.00   |
| CALVIN WARE -1099                          | INV0028743      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 380.00   |
| RICHARD E. HILL                            | INV0028744      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 320.00   |
| ANITA JOHNSON                              | INV0028745      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 320.00   |
| GWENDOLYN PETTY                            | INV0028746      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 320.00   |
| LEONARDO THOMPSON                          | INV0028747      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 320.00   |
| LANDON CARPENTER                           | INV0028748      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 310.00   |
| CARRIE ASHFORD                             | INV0028749      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 240.00   |
| TEVONTAE BOND                              | INV0028750      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 220.00   |
| COOPER CLEMENT                             | INV0028751      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 192.00   |
| COURTNEY CANNON                            | INV0028752      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 180.00   |
| ZACKARY MURPHY                             | INV0028753      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 176.00   |
| TYSON M. TATE                              | INV0028754      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 130.00   |
| RONALD M. LUNDELL                          | INV0028755      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 112.00   |
| BRUCE HARRIS                               | INV0028756      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 90.00    |
| GABRIELLA TURNIPSEED                       | INV0028757      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 80.00    |
| JAMES YARBROUGH                            | INV0028758      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 80.00    |
| ZOIE BRIDGES                               | INV0028759      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 40.00    |
| SHELBY PERILLOUX                           | INV0028760      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 40.00    |
| CALVIN RICHEY                              | INV0028761      | 03/09/2019 | CONTRACT LABOR 02/21/19-<br>03/06/19-YOUTH BASKETBAL  | 001-550-600-320 | 40.00    |
| KENNEDI AKINS                              | INV0028762      | 03/09/2019 | CONTRACT LABOR 02/22/19-<br>03/07/19 -ASST. PRGRM COO | 001-550-600-320 | 220.00   |

## Expense Approval Report

Post Dates: 03/01/2019 - 03/13/2019

| Vendor Name                                      | Payable Number | Post Date  | Description (Item)                           | Account Number  | Amount    |
|--------------------------------------------------|----------------|------------|----------------------------------------------|-----------------|-----------|
| CHRIS SUELL                                      | INV0028763     | 03/09/2019 | CONTRACT LABOR 02/22/19-03/07/19-OFFICE ASST | 001-550-600-320 | 200.00    |
| RONALD JOHNSON JR.                               | INV0028764     | 03/09/2019 | CONTRACT LABOR 02/22/19-03/07/19-MAINTENANCE | 001-550-600-320 | 340.00    |
| ROBERT GANDY JR.                                 | INV0028765     | 03/09/2019 | CONTRACT LABOR 02/22/19-03/07/19-MAINTENANCE | 001-550-600-320 | 385.00    |
| SHYE LINK                                        | INV0028766     | 03/09/2019 | CONTRACT LABOR 02/22/19-03/07/19-MAINTENANCE | 001-550-600-320 | 330.00    |
| FUELMAN / FLEETCOR                               | NP55603680     | 03/12/2019 | FUEL REPORT 03/04/19-03/10/19                | 001-550-525-231 | 124.98    |
| STARKVILLE UTILITIES                             | INV0028784     | 03/13/2019 | UTILITY BILLS BY DEPT                        | 001-550-600-340 | 18,027.42 |
| Outstanding Total:                               |                |            |                                              |                 | 54,063.22 |
| Department 550 - PARKS AND REC DEPARTMENT Total: |                |            |                                              |                 | 54,063.22 |

## Department: 552 - PARK AND REC ACTIVITIES

## Outstanding

|                                                 |                     |            |                                 |                 |          |
|-------------------------------------------------|---------------------|------------|---------------------------------|-----------------|----------|
| CADENCE VISA                                    | 114-0873334-1829060 | 03/12/2019 | AMAZON/CANON EOS REBEL CAMERA   | 001-552-501-200 | 799.00   |
| SANDY SPIN SLADE, INC                           | 22828               | 03/13/2019 | SKILLASTICS PACKAGE CUSTOM DEAL | 001-552-501-200 | 2,994.05 |
| Outstanding Total:                              |                     |            |                                 |                 | 3,793.05 |
| Department 552 - PARK AND REC ACTIVITIES Total: |                     |            |                                 |                 | 3,793.05 |

## Department: 600 - CAPITAL PROJECTS

## Outstanding

|                      |            |            |                                                   |                 |          |
|----------------------|------------|------------|---------------------------------------------------|-----------------|----------|
| OKT COUNTY           | 1054014    | 03/13/2019 | NEEL SCHAFER #1054014/LOCKSLEY-WAY/BLACKJACK PROJ | 001-600-912-861 | 295.89   |
| GREGORY CONSTRUCTION | INV0028775 | 03/12/2019 | LOUISVILLE STREET                                 | 001-600-912-856 | 1,805.40 |
| Outstanding Total:   |            |            |                                                   |                 | 2,101.29 |

## Paid

|                                          |           |            |                            |                 |           |
|------------------------------------------|-----------|------------|----------------------------|-----------------|-----------|
| SGK LANDSCAPES, LLC                      | PS15327.  | 03/08/2019 | HWY 12 MEDIANS             | 001-600-912-801 | 45,167.03 |
| SGK LANDSCAPES, LLC                      | PS15327-2 | 03/08/2019 | HWY 12 MEDIANS (RETAINAGE) | 001-600-912-801 | 7,000.00  |
| Paid Total:                              |           |            |                            |                 | 52,167.03 |
| Department 600 - CAPITAL PROJECTS Total: |           |            |                            |                 | 54,268.32 |

## Department: 800 - DEBT SERVICE

## Outstanding

|                                      |             |            |                                                 |                 |            |
|--------------------------------------|-------------|------------|-------------------------------------------------|-----------------|------------|
| HANCOCK WHITNEY BANK                 | 02.01.19    | 03/12/2019 | POLICE BLDG 2016A REF-STARKVILLE16              | 001-800-830-830 | 28,756.25  |
| HANCOCK WHITNEY BANK                 | 02.01.2019  | 03/12/2019 | POLICE BLDG 2016B REF-STARK16B                  | 001-800-830-830 | 23,356.25  |
| HANCOCK WHITNEY BANK                 | 02.01.2019. | 03/13/2019 | GO TAX DEV BOND 2017/STARKVILLE 17              | 001-800-890-840 | 109,375.00 |
| PEOPLES BANK CORPORATE TRUST SE      | 05.01.19    | 03/13/2019 | TRUST ACCT#3183 STARGOPI09 BOND 2ND SERIES INT. | 001-800-830-884 | 6,125.00   |
| BANCORPSOUTH                         | 04.01.19    | 03/12/2019 | ACCT #82-0054-01-3/STKVILLE G/O PUB IMP BD      | 001-800-820-881 | 350,000.00 |
| BANCORPSOUTH                         | 04.01.19    | 03/12/2019 | ACCT #82-0054-01-3/STKVILLE G/O PUB IMP BD      | 001-800-830-884 | 5,687.50   |
| BANCORPSOUTH                         | 04.01.19    | 03/12/2019 | ACCT #82-0054-01-3/STKVILLE G/O PUB IMP BD      | 001-800-840-876 | 750.00     |
| Outstanding Total:                   |             |            |                                                 |                 | 524,050.00 |
| Department 800 - DEBT SERVICE Total: |             |            |                                                 |                 | 524,050.00 |

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| Vendor Name                                           | Payable Number | Post Date  | Description (Item)                                      | Account Number  | Amount            |
|-------------------------------------------------------|----------------|------------|---------------------------------------------------------|-----------------|-------------------|
| <b>Department: 900 - INTERFUND TRANSACTIONS</b>       |                |            |                                                         |                 |                   |
| <b>Outstanding</b>                                    |                |            |                                                         |                 |                   |
| OKT COUNTY                                            | 25503          | 03/13/2019 | GT LINK INV #25503<br>PROJECT HIPPO                     | 001-900-990-998 | 1,253.75          |
| <b>Outstanding Total:</b>                             |                |            |                                                         |                 | <b>1,253.75</b>   |
| <b>Department 900 - INTERFUND TRANSACTIONS Total:</b> |                |            |                                                         |                 | <b>1,253.75</b>   |
| <b>Fund 001 - GENERAL FUND Total:</b>                 |                |            |                                                         |                 | <b>785,655.04</b> |
| <b>Fund: 002 - RESTRICTED POLICE FUND</b>             |                |            |                                                         |                 |                   |
| <b>Department: 251 - DRUG EDUCATION FUND</b>          |                |            |                                                         |                 |                   |
| <b>Outstanding</b>                                    |                |            |                                                         |                 |                   |
| MODERN MARKETING, INC.                                | MMI131584      | 03/07/2019 | 250 MOOD CUPS                                           | 002-251-501-200 | 623.40            |
| <b>Outstanding Total:</b>                             |                |            |                                                         |                 | <b>623.40</b>     |
| <b>Department 251 - DRUG EDUCATION FUND Total:</b>    |                |            |                                                         |                 | <b>623.40</b>     |
| <b>Fund 002 - RESTRICTED POLICE FUND Total:</b>       |                |            |                                                         |                 | <b>623.40</b>     |
| <b>Fund: 015 - AIRPORT FUND</b>                       |                |            |                                                         |                 |                   |
| <b>Department: 505 - AIRPORT</b>                      |                |            |                                                         |                 |                   |
| <b>Outstanding</b>                                    |                |            |                                                         |                 |                   |
| RACKLEY OIL INC.                                      | 500807         | 03/11/2019 | AVIATION OIL-24                                         | 015-505-525-235 | 165.00            |
| NESCO ELECTRICAL DISTRIBUTORS                         | S2302823.002   | 03/13/2019 | G1 SEWER CONTROLLER CONNECTION SUPPLIES                 | 015-505-720-801 | 253.34            |
| CSPIRE WIRELESS                                       | 02.25.19       | 03/07/2019 | CELL PHONE BILLS BY DEPT                                | 015-505-604-330 | 47.01             |
| COLUMBUS FENCE COMPANY                                | 22797          | 03/12/2019 | AWOS FENCE REPAIR                                       | 015-505-630-400 | 600.00            |
| RACKLEY OIL INC.                                      | 501532         | 03/11/2019 | 10 GALLONS UNLEADED GAS FOR 100LL TK                    | 015-505-525-231 | 22.33             |
| COLUMBUS FENCE COMPANY                                | INV0028785     | 03/13/2019 | AIRPORT SIGNAGE                                         | 015-505-720-805 | 356.00            |
| SOUTHERN TELECOMMUNICATIONS                           | 03.17.19       | 03/13/2019 | ACCT #2490 FEBRUARY 2019                                | 015-505-604-330 | 142.56            |
| MAXXSOUTH BROADBAND                                   | INV0028780     | 03/13/2019 | ACCT #8282 41 101 0557107 AIRPORT                       | 015-505-600-338 | 144.95            |
| CSPIRE BUSINESS SOLUTIONS                             | 1407450        | 03/12/2019 | CSBS 110245208                                          | 015-505-604-330 | 77.33             |
| VERIZON-NETWORK FLEET                                 | 1708623        | 03/11/2019 | ACCT #STAR035 GPS EXPENSES BY DEPT                      | 015-505-690-450 | 37.90             |
| TITAN AVIATION FUELS                                  | R3099656       | 03/11/2019 | JET TRUCK RENT/AVGAS TRUCK RENT                         | 015-505-600-322 | 800.00            |
| WAI-MART-GENERAL CITY                                 | 04075          | 03/13/2019 | INVOICE BOOKS, SHOP TOWELS, EZ-FLOW II                  | 015-505-541-237 | 35.09             |
| DOUG MARTIN                                           | 187363         | 03/13/2019 | CONNECT SEWAGE LIFT STATION TO AC POWER CIRCUIT BREAKER | 015-505-720-801 | 980.00            |
| CONSOLIDATED ELECTRICAL DISTRIBUTORS * CED            | 8257-400477    | 03/13/2019 |                                                         | 015-505-501-198 | 48.00             |
| WAI-MART-GENERAL CITY                                 | 02312          | 03/13/2019 | COFFEE AND CREAMER                                      | 015-505-541-237 | 16.96             |
| BOARDTOWN LOCKSMITH                                   | 2476           | 03/13/2019 | REKEY 6 LOCKS, 22 KEYS                                  | 015-505-501-198 | 224.00            |
| STARKVILLE UTILITIES                                  | INV0028784     | 03/13/2019 | UTILITY BILLS BY DEPT                                   | 015-505-625-380 | 459.55            |
| <b>Outstanding Total:</b>                             |                |            |                                                         |                 | <b>4,410.02</b>   |
| <b>Department 505 - AIRPORT Total:</b>                |                |            |                                                         |                 | <b>4,410.02</b>   |
| <b>Fund 015 - AIRPORT FUND Total:</b>                 |                |            |                                                         |                 | <b>4,410.02</b>   |
| <b>Fund: 016 - RESTRICTED AIRPORT</b>                 |                |            |                                                         |                 |                   |
| <b>Department: 515 - RESTRICTED PROJECTS</b>          |                |            |                                                         |                 |                   |
| <b>Outstanding</b>                                    |                |            |                                                         |                 |                   |
| COLUMBUS FENCE COMPANY                                | INV0028785     | 03/13/2019 | AIRPORT SIGNAGE                                         | 016-515-720-806 | 6,408.00          |
| COLUMBUS FENCE COMPANY                                | INV0028785     | 03/13/2019 | AIRPORT SIGNAGE                                         | 016-515-720-809 | 356.00            |
| <b>Outstanding Total:</b>                             |                |            |                                                         |                 | <b>6,764.00</b>   |
| <b>Department 515 - RESTRICTED PROJECTS Total:</b>    |                |            |                                                         |                 | <b>6,764.00</b>   |
| <b>Fund 016 - RESTRICTED AIRPORT Total:</b>           |                |            |                                                         |                 | <b>6,764.00</b>   |

## Expense Approval Report

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| Vendor Name                                    | Payable Number | Post Date  | Description (Item)                               | Account Number  | Amount    |
|------------------------------------------------|----------------|------------|--------------------------------------------------|-----------------|-----------|
| <b>Fund: 022 - SANITATION</b>                  |                |            |                                                  |                 |           |
| <b>Department: 322 - SANITATION DEPARTMENT</b> |                |            |                                                  |                 |           |
| <b>Outstanding</b>                             |                |            |                                                  |                 |           |
| H&O TRUCKS & TRAILER REPAIR L.L.C.             | 59710          | 03/07/2019 | TRUCK #95 OIL LEAK                               | 022-322-630-360 | 1,659.98  |
| WASTEZERO, INC.                                | 34474          | 03/11/2019 | 431 BOXES BLACK FLAT TOP GARBAGE BAGS            | 022-322-551-239 | 18,808.84 |
| STARKVILLE UTILITIES                           | 14620-1218B    | 03/11/2019 | ACCT #146.20 DECEMBER 2019-REMAINDER OF INVOIC   | 022-322-600-333 | 148.74    |
| H&O TRUCKS & TRAILER REPAIR L.L.C.             | 59905          | 03/07/2019 | TRUCK #95 THERMOSTAT REPAIRS                     | 022-322-630-360 | 971.76    |
| H&O TRUCKS & TRAILER REPAIR L.L.C.             | 59906          | 03/07/2019 | TRUCK #92A PACKER NOT WORKING                    | 022-322-630-360 | 851.92    |
| H&O TRUCKS & TRAILER REPAIR L.L.C.             | 59932          | 03/07/2019 | TRUCK #95 REPLACE SIGHT GLASS                    | 022-322-630-360 | 64.89     |
| H&O TRUCKS & TRAILER REPAIR L.L.C.             | 59969          | 03/07/2019 | TRUCK #94 REPLACE WIPER BLADE/REPLC AIR LINE     | 022-322-630-360 | 487.37    |
| CSPIRE WIRELESS                                | 02.25.19       | 03/07/2019 | CELL PHONE BILLS BY DEPT                         | 022-322-604-330 | 128.36    |
| BULLDOG TOWING & RECOVERY                      | 35133          | 03/07/2019 | TRUCK #95 TOW TO WEST POINT                      | 022-322-630-360 | 350.00    |
| GATEWAY TIRE & SERVICE CENTER                  | I104473914     | 03/07/2019 | TRUCK #94 FIX FLATS                              | 022-322-630-360 | 65.00     |
| CINTAS                                         | 4017237605     | 03/07/2019 | SANITATION 02.26.19                              | 022-322-535-233 | 13.58     |
| CINTAS                                         | 4017237605     | 03/07/2019 | SANITATION 02.26.19                              | 022-322-600-300 | 23.40     |
| STARKVILLE AUTO PARTS                          | 121422         | 03/11/2019 | FUSE KIT, OEM WIRE TERM, ATO BLDES, ELECTR. TAPE | 022-322-555-250 | 51.54     |
| GATEWAY TIRE & SERVICE CENTER                  | I104474562     | 03/07/2019 | TRUCK #96 OIL CHANGE                             | 022-322-630-360 | 42.90     |
| GATEWAY TIRE & SERVICE CENTER                  | I104474671     | 03/07/2019 | TRUCK #43 4 NEW TIRES                            | 022-322-630-360 | 1,061.24  |
| GTR SOLID WASTE MGMT. AUTH                     | 02.28.19       | 03/12/2019 | FEBRUARY 2019 SOLID WASTE TICKETS                | 022-322-600-379 | 33,389.01 |
| PAUL'S WELDING                                 | 0201           | 03/07/2019 | REPAIR RAIL ON TRUCK #94                         | 022-322-630-360 | 245.00    |
| SOUTHERN TELECOMMUNICATIONS                    | 03.17.19       | 03/13/2019 | ACCT #2490 FEBRUARY 2019                         | 022-322-604-330 | 39.84     |
| O'REILLY AUTO PARTS                            | 0997-465453    | 03/07/2019 | BLUE DEF FOR TRUCKS                              | 022-322-525-231 | 259.80    |
| O'REILLY AUTO PARTS                            | 0997-465453    | 03/07/2019 | BLUE DEF FOR TRUCKS                              | 022-322-525-231 | 259.80    |
| MGM, INC.                                      | 10309          | 03/07/2019 | TRUCK #43 REPAIR CYLINDER                        | 022-322-630-360 | 2,295.52  |
| HANCOCK EQUIP. & OIL CO.                       | 010114         | 03/07/2019 | 150 GALLONS OF SOAP                              | 022-322-555-250 | 592.50    |
| WASTE MANAGEMENT                               | 0728307-2132.9 | 03/11/2019 | RECYCLING FOR FEB. 2019/4 ROLLOFFS               | 022-322-600-431 | 2,345.30  |
| STARKVILLE AUTO PARTS                          | 121495         | 03/11/2019 | TRUCK #88 BATTERY                                | 022-322-555-250 | 149.99    |
| CSPIRE BUSINESS SOLUTIONS                      | 1407450        | 03/12/2019 | CSBS 110245208                                   | 022-322-604-330 | 77.33     |
| STARKVILLE UTILITIES                           | 14620-0119     | 03/11/2019 | ACCT #146.20 JANUARY 2019                        | 022-322-600-333 | 11,839.27 |
| STARKVILLE UTILITIES                           | 14620-0119C    | 03/11/2019 | CREDIT FROM OCT-DEC 2018 BILLS (10% RETROACTIVE) | 022-322-600-333 | -5,967.72 |
| VERIZON-NETWORK FLEET                          | 1708623        | 03/11/2019 | ACCT #STAR035 GPS EXPENSES BY DEPT               | 022-322-691-450 | 549.55    |
| NORTHEAST EXTERMINATING                        | 344373         | 03/07/2019 | SANITATION 03.04.19                              | 022-322-600-300 | 30.00     |
| WASTEZERO, INC.                                | 35081          | 03/11/2019 | RETURN OF 142 BOXES GARBAGE BAGS                 | 022-322-551-239 | -6,196.88 |
| FUELMAN / FLETCOR                              | NP55571028     | 03/07/2019 | FUEL REPORT 01/14/19-01/20/19                    | 022-322-525-231 | 3,057.63  |
| WATERMARK PRINTERS LLC                         | 12224          | 03/11/2019 | 500 DOOR HANGERS/HOUSEHOLD GARBAGE/RUBBISH       | 022-322-501-200 | 205.00    |
| TERRY'S GARAGE & REPAIRS, LLC                  | 1810           | 03/11/2019 | TRUCK #43 FAN BELT                               | 022-322-630-360 | 171.18    |
| CINTAS                                         | 4017676447     | 03/12/2019 | SANITATION 03.05.19                              | 022-322-535-233 | 13.58     |
| CINTAS                                         | 4017676447     | 03/12/2019 | SANITATION 03.05.19                              | 022-322-600-300 | 23.40     |
| GATEWAY TIRE & SERVICE CENTER                  | I104477038     | 03/07/2019 | TRUCK #41 TWO NEW TIRES                          | 022-322-630-360 | 560.00    |
| EMPIRE TRUCK SALES, LLC                        | RE005011558:01 | 03/12/2019 | TRUCK #40 BODY CONTROLLE                         | 022-322-630-360 | 360.00    |

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Post Dates: 03/01/2019 - 03/13/2019

| Vendor Name                         | Payable Number | Post Date  | Description (Item)                           | Account Number  | Amount   |
|-------------------------------------|----------------|------------|----------------------------------------------|-----------------|----------|
| GATEWAY TIRE & SERVICE CENTER       | I104477287     | 03/13/2019 | TRUCK #43 NEW TIRE                           | 022-322-630-360 | 304.24   |
| FASTENAL COMPANY                    | MSSTA84108     | 03/13/2019 | VESTS, SAFETY GLASSES, GLOVES                | 022-322-535-233 | 175.92   |
| STARKVILLE AUTO PARTS               | 121668         | 03/13/2019 | OIL FILTER & FUEL FILTER/KUBOTA #2           | 022-322-630-360 | 89.48    |
| TERRY'S GARAGE & REPAIRS, LLC       | 1827           | 03/13/2019 | TRUCK #43/FUEL SEPARATOR FILTER, LABOR       | 022-322-630-360 | 107.05   |
| GATEWAY TIRE & SERVICE CENTER       | I104477519     | 03/13/2019 | TRUCK #92A TWO NEW TIRES                     | 022-322-630-360 | 944.74   |
| GATEWAY TIRE & SERVICE CENTER       | I104477567     | 03/13/2019 | TRUCK #38 FIX FLAT                           | 022-322-630-360 | 36.50    |
| TERRY'S GARAGE & REPAIRS, LLC       | 1829           | 03/13/2019 | TRUCK #84 BATTERIES, OIL PRESSURE SENSOR     | 022-322-630-360 | 813.75   |
| GATEWAY TIRE & SERVICE CENTER       | I104478097     | 03/13/2019 | TRUCK #95 3 NEW TIRES                        | 022-322-630-360 | 845.00   |
| FUELMAN / FLEETCOR                  | NP55603680     | 03/12/2019 | FUEL REPORT 03/04/19-03/10/19                | 022-322-525-231 | 2,821.00 |
| GOLDEN TRIANGLE PLANNING & DEVELOPM | 2690032019     | 03/12/2019 | MONTHLY BILLING FOR MARCH 2019/SOLID WASTE B | 022-322-600-364 | 524.50   |
| GATEWAY TIRE & SERVICE CENTER       | I104478283     | 03/13/2019 | TRUCK #40-2 NEW TIRES                        | 022-322-630-360 | 649.76   |

Outstanding Total: 76,340.56

Department 322 - SANITATION DEPARTMENT Total: 76,340.56

## Department: 325 - RUBBISH

## Outstanding

|                                |          |            |                                      |                 |            |
|--------------------------------|----------|------------|--------------------------------------|-----------------|------------|
| BANCORPSOUTH EQUIPMENT FINANCE | 03.30.19 | 03/12/2019 | LOAN#7334-70314-012/4 GARBAGE TRUCKS | 022-325-820-874 | 117,683.25 |
| BANCORPSOUTH EQUIPMENT FINANCE | 03.30.19 | 03/12/2019 | LOAN#7334-70314-012/4 GARBAGE TRUCKS | 022-325-830-873 | 9,002.07   |

Outstanding Total: 126,685.32

Department 325 - RUBBISH Total: 126,685.32

## Department: 341 - LANDSCAPING

## Outstanding

|                               |            |            |                                          |                 |          |
|-------------------------------|------------|------------|------------------------------------------|-----------------|----------|
| GATEWAY TIRE & SERVICE CENTER | I104474879 | 03/07/2019 | TRACTOR TIRE                             | 022-341-630-360 | 68.26    |
| VERIZON-NETWORK FLEET         | 1708623    | 03/11/2019 | ACCT #STAR035 GPS EXPENSES BY DEPT       | 022-341-691-450 | 75.80    |
| SGK LANDSCAPES, LLC           | ST22975    | 03/11/2019 | MONTHLY MEDIAN MAINTENANCE HWY 12        | 022-341-600-338 | 1,654.20 |
| REGIONS FINANCIAL CORPORATION | 03.29.19   | 03/11/2019 | #001-0007521-006/2 FORD F250 -SANITATION | 022-341-820-874 | 1,165.47 |
| REGIONS FINANCIAL CORPORATION | 03.29.19   | 03/11/2019 | #001-0007521-006/2 FORD F250 -SANITATION | 022-341-830-873 | 48.83    |

Outstanding Total: 3,012.56

Department 341 - LANDSCAPING Total: 3,012.56

Fund 022 - SANITATION Total: 206,038.44

## Fund: 023 - LANDFILL ACCOUNT

## Department: 323 - LANDFILL

## Outstanding

|              |         |            |                                  |                 |          |
|--------------|---------|------------|----------------------------------|-----------------|----------|
| NEEL-SCHAFER | 1057044 | 03/07/2019 | LANDFILL/PROF. SVCS JANUARY 2019 | 023-323-600-338 | 1,933.12 |
|--------------|---------|------------|----------------------------------|-----------------|----------|

Outstanding Total: 1,933.12

Department 323 - LANDFILL Total: 1,933.12

Fund 023 - LANDFILL ACCOUNT Total: 1,933.12

## Fund: 303 - INDUSTRIAL PARK BOND

## Department: 600 - CAPITAL PROJECTS

## Outstanding

|                  |       |            |                   |                 |          |
|------------------|-------|------------|-------------------|-----------------|----------|
| OKTIBBEHA COUNTY | 25466 | 03/07/2019 | GT LINK INV#25466 | 303-600-600-309 | 1,377.53 |
|------------------|-------|------------|-------------------|-----------------|----------|

## Expense Approval Report

Post Dates: 03/01/2019 - 03/13/2019

| Vendor Name                              | Payable Number | Post Date  | Description (Item)                 | Account Number  | Amount   |
|------------------------------------------|----------------|------------|------------------------------------|-----------------|----------|
| OKTIBBEHA COUNTY                         | 972995         | 03/07/2019 | JONES WALKER INV#972995            | 303-600-600-309 | 2,603.50 |
| OKTIBBEHA COUNTY                         | 22819          | 03/13/2019 | TELLOS INV#22819 IND. PARK SIGNAGE | 303-600-600-309 | 325.00   |
| OKTIBBEHA COUNTY                         | 953975         | 03/13/2019 | JONES WALKER INV#953975            | 303-600-600-309 | 1,306.14 |
| Outstanding Total:                       |                |            |                                    |                 | 5,612.17 |
| Department 600 - CAPITAL PROJECTS Total: |                |            |                                    |                 | 5,612.17 |
| Fund 303 - INDUSTRIAL PARK BOND Total:   |                |            |                                    |                 | 5,612.17 |

## Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018

## Department: 600 - CAPITAL PROJECTS

## Outstanding

|                                                 |            |            |                                             |                 |              |
|-------------------------------------------------|------------|------------|---------------------------------------------|-----------------|--------------|
| GREGORY CONSTRUCTION                            | PAY REQ #3 | 03/12/2019 | LYNN LANE OVERLAY & INTERSECTION IMPROVEMEN | 319-600-912-861 | 141,763.41   |
| Outstanding Total:                              |            |            |                                             |                 | 141,763.41   |
| Department 600 - CAPITAL PROJECTS Total:        |            |            |                                             |                 | 141,763.41   |
| Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total: |            |            |                                             |                 | 141,763.41   |
| Grand Total:                                    |            |            |                                             |                 | 1,152,799.60 |

## Report Summary

## Fund Summary

| Fund                                | Expense Amount      | Payment Amount   |
|-------------------------------------|---------------------|------------------|
| 001 - GENERAL FUND                  | 785,655.04          | 54,459.38        |
| 002 - RESTRICTED POLICE FUND        | 623.40              | 0.00             |
| 015 - AIRPORT FUND                  | 4,410.02            | 0.00             |
| 016 - RESTRICTED AIRPORT            | 6,764.00            | 0.00             |
| 022 - SANITATION                    | 206,038.44          | 0.00             |
| 023 - LANDFILL ACCOUNT              | 1,933.12            | 0.00             |
| 303 - INDUSTRIAL PARK BOND          | 5,612.17            | 0.00             |
| 319 - PUBLIC IMPROVEMENT BONDS 2018 | 141,763.41          | 0.00             |
| <b>Grand Total:</b>                 | <b>1,152,799.60</b> | <b>54,459.38</b> |

## Account Summary

| Account Number  | Account Name           | Expense Amount | Payment Amount |
|-----------------|------------------------|----------------|----------------|
| 001-000-053-206 | DUE FROM WATER & SE    | 4,414.35       | 0.00           |
| 001-000-054-205 | DUE FROM STARKVILLE    | 1,972.16       | 0.00           |
| 001-000-149-691 | MUNICIPAL COURT BON    | 254.50         | 254.50         |
| 001-100-604-330 | COMMUNICATIONS         | 314.77         | 0.00           |
| 001-110-604-330 | COMMUNICATIONS         | 267.08         | 0.00           |
| 001-111-604-330 | COMMUNICATIONS         | 125.21         | 0.00           |
| 001-120-600-300 | PROFESSIONAL SERVICE   | 19,829.68      | 0.00           |
| 001-120-600-340 | MAYOR'S YOUTH COUN     | 1,308.00       | 1,308.00       |
| 001-120-604-330 | COMMUNICATIONS         | 265.11         | 0.00           |
| 001-123-600-300 | WEB SITE SVCS & EXPEN  | 18.86          | 0.00           |
| 001-123-604-330 | COMMUNICATIONS         | 446.34         | 0.00           |
| 001-123-691-550 | MISCELLANEOUS          | 42.40          | 0.00           |
| 001-145-501-200 | SUPPLIES               | 5.35           | 0.00           |
| 001-145-604-330 | POSTAGE/COPIER/PHON    | 321.92         | 0.00           |
| 001-145-610-350 | TRAVEL/TRAINING        | 713.85         | 713.85         |
| 001-159-620-371 | BONDING-CITY EMPLOY    | 722.50         | 0.00           |
| 001-169-600-302 | CITY ATTORNEY GENERA   | 10,646.40      | 0.00           |
| 001-169-600-309 | LEGAL EXPENSES         | 400.00         | 0.00           |
| 001-169-600-312 | CITY ATTORNEY LITIGATI | 834.00         | 0.00           |
| 001-169-615-342 | LEGAL ADVERTISING & N  | 59.98          | 0.00           |
| 001-180-600-320 | DRUG/BACKGROUND C      | 30.00          | 0.00           |
| 001-180-604-330 | COPIER/POSTAGE/PHON    | 78.43          | 0.00           |
| 001-180-610-340 | ADVERTISING            | 270.00         | 0.00           |
| 001-180-691-505 | TIME CLOCK SYSTEM      | 2,125.00       | 0.00           |
| 001-190-600-300 | PROF. SVCS/ COMP PLA   | 730.00         | 0.00           |
| 001-190-604-330 | COPIERS/PHONES/IPADS   | 863.43         | 0.00           |
| 001-192-510-204 | CITY HALL VEHICLE EXPE | 13.17          | 0.00           |
| 001-192-510-220 | SUPPLIES               | 561.71         | 0.00           |
| 001-192-625-380 | UTILITIES              | 2,297.64       | 0.00           |
| 001-195-691-550 | KEEP STARKVILLE BEAUT  | 301.29         | 0.00           |
| 001-195-951-967 | GREATER PARTNERSHIP/   | 20,000.00      | 0.00           |
| 001-196-630-402 | REPAIRS & MAINT - ODD  | 1,700.00       | 0.00           |
| 001-196-630-425 | REPAIRS MAINT/MLK/18   | 900.00         | 0.00           |
| 001-196-637-637 | BRUSH ARBOR            | 600.00         | 0.00           |
| 001-197-501-200 | SUPPLIES               | 98.25          | 0.00           |
| 001-197-502-201 | SOFTWARE & REFERENC    | 400.00         | 0.00           |
| 001-197-525-231 | GAS & OIL              | 36.62          | 0.00           |
| 001-197-604-330 | COMMUNICATIONS         | 28.12          | 0.00           |
| 001-197-690-450 | GPS EXPENSES           | 37.90          | 0.00           |
| 001-197-690-553 | TRAINING/EDUCATION     | 40.00          | 0.00           |
| 001-197-820-874 | PRINCIPAL              | 415.78         | 0.00           |
| 001-197-830-873 | INTEREST               | 21.18          | 0.00           |
| 001-201-501-200 | OFFICE SUPPLIES        | 393.36         | 0.00           |
| 001-201-525-231 | GAS & OIL              | 4,362.74       | 0.00           |
| 001-201-535-233 | UNIFORMS               | 1,927.55       | 0.00           |

## Account Summary

| Account Number  | Account Name           | Expense Amount | Payment Amount |
|-----------------|------------------------|----------------|----------------|
| 001-201-541-237 | PRISONER JAIL EXPENSE  | 10,950.00      | 0.00           |
| 001-201-541-240 | PRISONER MEDICAL EXP   | 1,373.43       | 0.00           |
| 001-201-555-208 | JANITORIAL SUPPLIES    | 160.84         | 0.00           |
| 001-201-556-251 | POLICE SUPPLIES        | 474.85         | 0.00           |
| 001-201-600-300 | PROFESSIONAL SERVICE   | 225.00         | 0.00           |
| 001-201-604-330 | PHONES/FAX/COPIERS/    | 2,300.40       | 0.00           |
| 001-201-620-370 | INSURANCE              | 12.00          | 0.00           |
| 001-201-625-380 | UTILITIES              | 3,319.28       | 0.00           |
| 001-201-630-360 | VEHICLE REPAIRS & MAI  | 2,490.80       | 0.00           |
| 001-201-630-426 | BUILDING MAINTENANC    | 906.34         | 0.00           |
| 001-201-690-450 | GPS EXPENSES           | 1,402.30       | 0.00           |
| 001-201-690-552 | POLICE TRAINING/EDUC   | 325.00         | 0.00           |
| 001-201-691-550 | MISCELLANEOUS          | 15.45          | 16.00          |
| 001-201-918-805 | MACHINERY AND EQUIP    | 33.69          | 0.00           |
| 001-261-525-231 | GAS & OIL              | 1,396.92       | 0.00           |
| 001-261-535-233 | UNIFORMS               | 314.00         | 0.00           |
| 001-261-555-250 | SUPPLIES & SMALL TOO   | 394.84         | 0.00           |
| 001-261-558-269 | BUILDING MAINTENANC    | 509.55         | 0.00           |
| 001-261-600-390 | FIRE TRAINING          | 1,869.74       | 0.00           |
| 001-261-604-330 | PHONES/CABLE/INTERN    | 4,483.12       | 0.00           |
| 001-261-625-380 | UTILITIES              | 3,528.19       | 0.00           |
| 001-261-630-360 | SHOP REPAIRS & MAINT   | 7,132.31       | 0.00           |
| 001-261-690-450 | GPS EXPENSES           | 379.00         | 0.00           |
| 001-261-690-555 | DUES                   | 25.00          | 0.00           |
| 001-261-702-262 | 4 COUNTY FOUNDATION    | 1,991.84       | 0.00           |
| 001-261-918-805 | MACHINERY AND EQUIP    | 112.00         | 0.00           |
| 001-281-501-200 | OFFICE SUPPLIES        | 100.64         | 0.00           |
| 001-281-525-231 | GAS & OIL              | 40.10          | 0.00           |
| 001-281-604-330 | COPIER/PHONES/IPADS/   | 237.29         | 0.00           |
| 001-281-610-350 | TRAVEL                 | 10.00          | 0.00           |
| 001-281-690-450 | GPS EXPENSES           | 170.55         | 0.00           |
| 001-281-820-874 | PRINCIPAL (VEHICLES)   | 415.77         | 0.00           |
| 001-281-830-873 | INTEREST (VEHICLES)    | 21.17          | 0.00           |
| 001-290-625-380 | UTILITIES / CODE RED   | 4,361.31       | 0.00           |
| 001-301-501-200 | SUPPLIES               | 95.28          | 0.00           |
| 001-301-525-231 | GAS & OIL              | 1,147.23       | 0.00           |
| 001-301-555-250 | SUPPLIES & SMALL TOO   | 57.71          | 0.00           |
| 001-301-560-270 | CONSTRUCTION MATERI    | 573.23         | 0.00           |
| 001-301-565-272 | STREETS SIGNS & PAINT  | 1,685.30       | 0.00           |
| 001-301-604-330 | COMMUNICATIONS         | 127.63         | 0.00           |
| 001-301-610-350 | TRAINING               | 90.00          | 0.00           |
| 001-301-630-360 | SHOP REPAIRS & MAINT   | 518.60         | 0.00           |
| 001-301-630-400 | EQUIPMENT REPAIR &     | 265.38         | 0.00           |
| 001-301-690-450 | GPS EXPENSES           | 322.15         | 0.00           |
| 001-301-691-550 | MISCELLANEOUS          | 346.31         | 0.00           |
| 001-302-625-380 | UTILITIES              | 10,211.20      | 0.00           |
| 001-360-604-330 | COMMUNICATIONS         | 109.33         | 0.00           |
| 001-550-501-200 | OFFICE SUPPLIES        | 31.34          | 0.00           |
| 001-550-501-208 | JANITORIAL             | 2,416.20       | 0.00           |
| 001-550-501-220 | CLASS/ACTIVITY SUPPLIE | 263.40         | 0.00           |
| 001-550-501-415 | SPORTS PROGRAMS        | 517.16         | 0.00           |
| 001-550-525-231 | GAS & OIL              | 506.06         | 0.00           |
| 001-550-555-250 | SMALL EQUIPMENT        | 137.68         | 0.00           |
| 001-550-600-300 | PROFESSIONAL SERVICE   | 150.82         | 0.00           |
| 001-550-600-320 | CONTRACT LABOR, UMP    | 5,445.00       | 0.00           |
| 001-550-600-330 | PHONES / COPIERS/POS   | 92.40          | 0.00           |
| 001-550-600-340 | UTILITIES              | 18,221.94      | 0.00           |
| 001-550-600-355 | SPECIAL EVENT EXPENSE  | 5,399.50       | 0.00           |

## Account Summary

| Account Number  | Account Name          | Expense Amount | Payment Amount |
|-----------------|-----------------------|----------------|----------------|
| 001-550-600-370 | EQUIP. REPAIR/MAINT   | 22.66          | 0.00           |
| 001-550-630-426 | BUILDING MAINT/REPAI  | 1,353.21       | 0.00           |
| 001-550-636-110 | FIELD IMPROVEMENTS/   | 19,373.20      | 0.00           |
| 001-550-690-450 | GPS EXPENSES          | 132.65         | 0.00           |
| 001-552-501-200 | NRPA SUPPLIES         | 3,793.05       | 0.00           |
| 001-600-912-801 | MDOT HWY 12 PROJECT   | 52,167.03      | 52,167.03      |
| 001-600-912-856 | RUSSELL/LOUISVILLE ST | 1,805.40       | 0.00           |
| 001-600-912-861 | LOCKSLEY/BLACKJACK I  | 295.89         | 0.00           |
| 001-800-820-881 | STREET LOAN PRINCIPAL | 350,000.00     | 0.00           |
| 001-800-830-830 | 2016 BOND: 2.4 M POLI | 52,112.50      | 0.00           |
| 001-800-830-884 | STREET LOAN INTEREST  | 11,812.50      | 0.00           |
| 001-800-840-876 | BOND FEES             | 750.00         | 0.00           |
| 001-800-890-840 | IND PARK BOND (7M) IN | 109,375.00     | 0.00           |
| 001-900-990-998 | CONTINGENCY FUND      | 1,253.75       | 0.00           |
| 002-251-501-200 | SUPPLIES              | 623.40         | 0.00           |
| 015-505-501-198 | BUILDING REPAIRS & M  | 272.00         | 0.00           |
| 015-505-525-231 | GAS & OIL             | 22.33          | 0.00           |
| 015-505-525-235 | AIRCRAFT OIL PURCHAS  | 165.00         | 0.00           |
| 015-505-541-237 | OPERATING SUPPLIES    | 52.05          | 0.00           |
| 015-505-600-322 | LEASE/RENT-FUEL TRUC  | 800.00         | 0.00           |
| 015-505-600-338 | CONTRACT & LEGAL SER  | 144.95         | 0.00           |
| 015-505-604-330 | CELL PHONE/POSTAGE    | 266.90         | 0.00           |
| 015-505-625-380 | UTILITIES             | 459.55         | 0.00           |
| 015-505-630-400 | EQUIPMENT REPAIR &    | 600.00         | 0.00           |
| 015-505-690-450 | GPS EXPENSES          | 37.90          | 0.00           |
| 015-505-720-801 | CAPITAL OUTLAY, IMPR  | 1,233.34       | 0.00           |
| 015-505-720-805 | CAPITAL OUTLAY-GRANT  | 356.00         | 0.00           |
| 016-515-720-806 | CAP IMPROV-2017 FAA   | 6,408.00       | 0.00           |
| 016-515-720-809 | CAP IMPR-MDOT 2017 3  | 356.00         | 0.00           |
| 022-322-501-200 | OFFICE SUPPLIES       | 205.00         | 0.00           |
| 022-322-525-231 | GAS & OIL             | 6,398.23       | 0.00           |
| 022-322-535-233 | UNIFORMS              | 203.08         | 0.00           |
| 022-322-551-239 | GARBAGE BAGS          | 12,611.96      | 0.00           |
| 022-322-555-250 | SUPPLIES & SMALL TOO  | 794.03         | 0.00           |
| 022-322-600-300 | PROFESSIONAL SERVICE  | 76.80          | 0.00           |
| 022-322-600-333 | ADMINISTRATIVE SERVI  | 6,020.29       | 0.00           |
| 022-322-600-364 | BILLING SERVICES      | 524.50         | 0.00           |
| 022-322-600-379 | LANDFILL FEES         | 33,389.01      | 0.00           |
| 022-322-600-431 | CONTRACT RECYCLING C  | 2,345.30       | 0.00           |
| 022-322-604-330 | COMMUNICATIONS        | 245.53         | 0.00           |
| 022-322-630-360 | SHOP REPAIRS & MAINT  | 12,977.28      | 0.00           |
| 022-322-691-450 | GPS EXPENSES          | 549.55         | 0.00           |
| 022-325-820-874 | PRINCIPAL-GARBAGE TR  | 117,683.25     | 0.00           |
| 022-325-830-873 | INTEREST              | 9,002.07       | 0.00           |
| 022-341-600-338 | HWY 12 MAINT/RUSSEL   | 1,654.20       | 0.00           |
| 022-341-630-360 | SHOP REPAIRS & MAINT  | 68.26          | 0.00           |
| 022-341-691-450 | GPS EXPENSES          | 75.80          | 0.00           |
| 022-341-820-874 | PRINCIPAL-SWEEPER/F2  | 1,165.47       | 0.00           |
| 022-341-830-873 | INTEREST              | 48.83          | 0.00           |
| 023-323-600-338 | CONTRACT / PROF SERVI | 1,933.12       | 0.00           |
| 303-600-600-309 | LEGAL AND PROF SVCS E | 5,612.17       | 0.00           |
| 319-600-912-861 | ROADWAY IMPROVEME     | 141,763.41     | 0.00           |
| Grand Total:    |                       | 1,152,799.60   | 54,459.38      |

## Project Account Summary

| Project Account Key | Expense Amount | Payment Amount |
|---------------------|----------------|----------------|
| **None**            | 1,011,036.19   | 54,459.38      |

Project Account Summary

| Project Account Key | Expense Amount | Payment Amount |
|---------------------|----------------|----------------|
| 17026               | 141,763.41     | 0.00           |
| Grand Total:        | 1,152,799.60   | 54,459.38      |



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: 03/20/19 ACCOUNT 23110

UNPAID INVOICES

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| INVOICE                                 | DATE     | PO NBR DESCRIPTION            | TEMPL<br>INV | AP<br>DATE | INVOICE<br>AMOUNT | TAX<br>AMOUNT | PMT<br>TYP | PAID<br>AMOUNT | PAID/VOID<br>DATE | CHECK/<br>ACH SEQ |
|-----------------------------------------|----------|-------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR: 76 APAC MISSISSIPPI, INC.       |          |                               |              |            |                   |               |            |                |                   |                   |
| 4000085558                              | 03/08/19 | 2860 Asphalt                  |              | 03/20/19   | 441.00            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                           |          |                               |              |            | 441.00            |               |            |                |                   |                   |
| VENDOR: 122 ARMCHEM INTERNATIONAL CORP  |          |                               |              |            |                   |               |            |                |                   |                   |
| 1613372                                 | 03/08/19 | 2733 Chemicals                |              | 03/20/19   | 634.46            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                           |          |                               |              |            | 634.46            |               |            |                |                   |                   |
| VENDOR: 134 ATWELL & GENT, PA           |          |                               |              |            |                   |               |            |                |                   |                   |
| 8894                                    | 03/06/19 | 0 Engineering services        |              | 03/20/19   | 4670.00           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                           |          |                               |              |            | 4670.00           |               |            |                |                   |                   |
| VENDOR: 189 BANCORPSOUTH                |          |                               |              |            |                   |               |            |                |                   |                   |
| 3/01/19                                 | 03/06/19 | 0 2.6M GO Bond Payment        |              | 03/20/19   | 16904.52          | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                           |          |                               |              |            | 16904.52          |               |            |                |                   |                   |
| VENDOR: 202 BELL BUILDING SUPPLY        |          |                               |              |            |                   |               |            |                |                   |                   |
| 249016                                  | 03/08/19 | 2866 Parts                    |              | 03/20/19   | 79.74             | .00           | ACH        |                |                   |                   |
| 249595                                  | 03/08/19 | 2866 Parts                    |              | 03/20/19   | 56.70             | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                           |          |                               |              |            | 136.44            |               |            |                |                   |                   |
| VENDOR: 251 COBURN SUPPLY COMPANY, INC. |          |                               |              |            |                   |               |            |                |                   |                   |
| 641901285-2                             | 03/08/19 | 2769 Repair parts             |              | 03/20/19   | 892.68            | .00           | ACH        |                |                   |                   |
| 641966237                               | 03/08/19 | 2871 Small equipment          |              | 03/20/19   | 1798.54           | .00           | ACH        |                |                   |                   |
| 641991105                               | 03/08/19 | 2858 Pipes                    |              | 03/20/19   | 9702.00           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                           |          |                               |              |            | 12393.22          |               |            |                |                   |                   |
| VENDOR: 307 CITY OF STARKVILLE          |          |                               |              |            |                   |               |            |                |                   |                   |
| FEB 2019                                | 03/06/19 | 0 Due to City - Feb 2019      |              | 03/20/19   | 5616.18           | .00           | CHK        |                |                   |                   |
| FEB 2019-SALARY                         | 03/06/19 | 0 Reimb 60% of L Brown Salary |              | 03/20/19   | 2052.22           | .00           | CHK        |                |                   |                   |
| FEB 2019-STREET                         | 03/06/19 | 0 Reimb Street Dept Salaries  |              | 03/20/19   | 562.50            | .00           | CHK        |                |                   |                   |
| JAN 2019-2 STREE                        | 03/06/19 | 0 Reimb Street Dept Salaries  |              | 03/20/19   | 486.00            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                           |          |                               |              |            | 8716.90           |               |            |                |                   |                   |

STARKVILLE WATER DEPT  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 03/20/19 ACCOUNT 23110

UNPAID INVOICES

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|--------------|----------|-----------------------------|--------------|---------------|-------------------|---------------|------------|----------------|-------------------|-------------------|
| VENDOR:      | 308      | CITY OF STARKVILLE-FUEL ACT |              |               |                   |               |            |                |                   |                   |
| FEB 2019     | 03/11/19 | 0 Fuel                      |              | 03/20/19      | 120.02            | .00           | CHK        |                |                   |                   |
|              |          |                             |              | VENDOR TOTAL: | 120.02            |               |            |                |                   |                   |
| VENDOR:      | 331      | COURTESY MOTORS INC         |              |               |                   |               |            |                |                   |                   |
| 50540        | 03/08/19 | 2496 Truck                  |              | 03/20/19      | 24862.00          | .00           | CHK        |                |                   |                   |
|              |          |                             |              | VENDOR TOTAL: | 24862.00          |               |            |                |                   |                   |
| VENDOR:      | 352      | THE CLINIC AT ELM LAKE PA   |              |               |                   |               |            |                |                   |                   |
| 22827, 23105 | 03/11/19 | 0 Employee testing          |              | 03/20/19      | 95.00             | .00           | ACH        |                |                   |                   |
|              |          |                             |              | VENDOR TOTAL: | 95.00             |               |            |                |                   |                   |
| VENDOR:      | 368      | CONTROL SYSTEMS, INC        |              |               |                   |               |            |                |                   |                   |
| 56635, 56636 | 03/08/19 | 2887 Repairs                |              | 03/20/19      | 645.00            | .00           | ACH        |                |                   |                   |
|              |          |                             |              | VENDOR TOTAL: | 645.00            |               |            |                |                   |                   |
| VENDOR:      | 496      | EAST MISS LUMBER            |              |               |                   |               |            |                |                   |                   |
| E48477       | 03/08/19 | 2884 Pipes                  |              | 03/20/19      | 66.06             | .00           | CHK        |                |                   |                   |
|              |          |                             |              | VENDOR TOTAL: | 66.06             |               |            |                |                   |                   |
| VENDOR:      | 498      | DUTCH LUBRICANTS, LLC       |              |               |                   |               |            |                |                   |                   |
| 35047200     | 03/08/19 | 2843 Parts and oil          |              | 03/20/19      | 916.56            | .00           | CHK        |                |                   |                   |
|              |          |                             |              | VENDOR TOTAL: | 916.56            |               |            |                |                   |                   |
| VENDOR:      | 604      | FASTENAL                    |              |               |                   |               |            |                |                   |                   |
| MSSTA83446   | 03/08/19 | 2865 Parts                  |              | 03/20/19      | 1400.93           | .00           | ACH        |                |                   |                   |
|              |          |                             |              | VENDOR TOTAL: | 1400.93           |               |            |                |                   |                   |
| VENDOR:      | 606      | 4-COUNTY EPA                |              |               |                   |               |            |                |                   |                   |
| 2/01-2/28/19 | 03/11/19 | 0 Utilities expense         |              | 03/20/19      | 10873.76          | .00           | CHK        |                |                   |                   |
|              |          |                             |              | VENDOR TOTAL: | 10873.76          |               |            |                |                   |                   |

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|-----------------------------------------|----------|--------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|---------------|-----|
| VENDOR: 620 G & C SUPPLY CO., INC.      |          |                                |              |            |                   |               |            |                |                   |               |     |
| 6688055                                 | 03/08/19 | 1794 Materials                 |              | 03/20/19   | 676.00            | .00           | ACH        |                |                   |               |     |
| 6719500,6698030                         | 03/08/19 | 2082 Parts and equipment       |              | 03/20/19   | 1637.42           | .00           | ACH        |                |                   |               |     |
| 6726891                                 | 03/08/19 | 2845 Parts                     |              | 03/20/19   | 66.70             | .00           | ACH        |                |                   |               |     |
| 6727240                                 | 03/08/19 | 2857 Parts                     |              | 03/20/19   | 64.39             | .00           | ACH        |                |                   |               |     |
| 6727525                                 | 03/08/19 | 2857 Parts                     |              | 03/20/19   | 126.59            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                |              |            | 2571.10           |               |            |                |                   |               |     |
| VENDOR: 639 GOLDEN TRIANGLE             |          |                                |              |            |                   |               |            |                |                   |               |     |
| 3062032019                              | 03/12/19 | 0 Billing services             |              | 03/20/19   | 128.00            | .00           | ACH        |                |                   |               |     |
| 5181                                    | 03/12/19 | 0 Admin Services-Roundhouse Pr |              | 03/20/19   | 8500.00           | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                |              |            | 8628.00           |               |            |                |                   |               |     |
| VENDOR: 641 FLUID PROCESS & PUMPS, LLC  |          |                                |              |            |                   |               |            |                |                   |               |     |
| 0019070                                 | 03/08/19 | 2889 Equipment repairs         |              | 03/20/19   | 450.00            | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                |              |            | 450.00            |               |            |                |                   |               |     |
| VENDOR: 691 GATEWAY TIRE&SERVICE CENTER |          |                                |              |            |                   |               |            |                |                   |               |     |
| I104473009                              | 03/08/19 | 2848 Repairs                   |              | 03/20/19   | 52.80             | .00           | CHK        |                |                   |               |     |
| I104473487                              | 03/08/19 | 2854 Repairs                   |              | 03/20/19   | 52.46             | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                |              |            | 105.26            |               |            |                |                   |               |     |
| VENDOR: 733 HILL MANUFACTURING          |          |                                |              |            |                   |               |            |                |                   |               |     |
| 10612-78                                | 03/08/19 | 2775 Parts                     |              | 03/20/19   | 276.05            | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                |              |            | 276.05            |               |            |                |                   |               |     |
| VENDOR: 1192 LYLE MACHINERY             |          |                                |              |            |                   |               |            |                |                   |               |     |
| W05544                                  | 03/08/19 | 2800 Parts                     |              | 03/20/19   | 472.06            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                |              |            | 472.06            |               |            |                |                   |               |     |
| VENDOR: 1320 MS RURAL WATER ASSOCIATION |          |                                |              |            |                   |               |            |                |                   |               |     |
| 3/11/19                                 | 03/11/19 | 0 Training class               |              | 03/20/19   | 225.00            | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                           |          |                                |              |            | 225.00            |               |            |                |                   |               |     |

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| VENDOR: 1322 MMC MATERIALS, INC.      |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 583038                                | 03/08/19 | 2831   | Concrete                 |              | 03/20/19   | 161.25            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                         |          |        |                          |              |            | 161.25            |               |            |                |                   |                   |
| VENDOR: 1335 NETWORKFLEET, INC.       |          |        |                          |              |            |                   |               |            |                |                   |                   |
| OSV000001699177                       | 03/11/19 | 0      | Vehicle services-CITY206 |              | 03/20/19   | 503.52            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                         |          |        |                          |              |            | 503.52            |               |            |                |                   |                   |
| VENDOR: 1341 MS DEVELOPMENT AUTHORITY |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 3/01/19                               | 03/06/19 | 0      | CAP Loan Payments        |              | 03/20/19   | 22011.45          | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                         |          |        |                          |              |            | 22011.45          |               |            |                |                   |                   |
| VENDOR: 1366 MS CROSS CONNECTION      |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 29400                                 | 03/08/19 | 2886   | Testing                  |              | 03/20/19   | 340.00            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                         |          |        |                          |              |            | 340.00            |               |            |                |                   |                   |
| VENDOR: 1392 NUNLEY TRUCKING CO, INC. |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 25447                                 | 03/08/19 | 2795   | Gravel                   |              | 03/20/19   | 2145.68           | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                         |          |        |                          |              |            | 2145.68           |               |            |                |                   |                   |
| VENDOR: 1525 OKTIBBEHA COUNTY COOP    |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 498303                                | 03/08/19 | 2850   | Uniforms                 |              | 03/20/19   | 126.43            | .00           | ACH        |                |                   |                   |
| 500140                                | 03/08/19 | 2575   | Uniforms                 |              | 03/20/19   | 22.00             | .00           | ACH        |                |                   |                   |
| 500361, 500341                        | 03/08/19 | 2862   | Uniforms                 |              | 03/20/19   | 366.36            | .00           | ACH        |                |                   |                   |
| 502204                                | 03/08/19 | 2878   | Supplies                 |              | 03/20/19   | 79.99             | .00           | ACH        |                |                   |                   |
| 502352                                | 03/08/19 | 2878   | Uniforms                 |              | 03/20/19   | 99.05             | .00           | ACH        |                |                   |                   |
| 502427                                | 03/08/19 | 2888   | Uniforms                 |              | 03/20/19   | 104.42            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                         |          |        |                          |              |            | 798.25            |               |            |                |                   |                   |
| VENDOR: 1627 PROGRAPHICS              |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 74881                                 | 03/08/19 | 2885   | Supplies                 |              | 03/20/19   | 575.00            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                         |          |        |                          |              |            | 575.00            |               |            |                |                   |                   |

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| VENDOR: 1800 RACKLEY OIL, INC.        |          |                           |              |            |                   |               |            |                |                   |                   |
| 502205                                | 03/08/19 | 2882 Oil and parts        |              | 03/20/19   | 39.45             | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                         |          |                           |              |            | 39.45             |               |            |                |                   |                   |
| VENDOR: 1818 UNITED RENTALS           |          |                           |              |            |                   |               |            |                |                   |                   |
| 166470242, 8163                       | 03/08/19 | 2856 Rental               |              | 03/20/19   | 54.20             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                         |          |                           |              |            | 54.20             |               |            |                |                   |                   |
| VENDOR: 1884 STARKVILLE GARBAGE       |          |                           |              |            |                   |               |            |                |                   |                   |
| 2/25/19                               | 03/06/19 | 0 Garbage disposal-600137 |              | 03/20/19   | 99.00             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                         |          |                           |              |            | 99.00             |               |            |                |                   |                   |
| VENDOR: 1905 STARKVILLE AUTO PARTS    |          |                           |              |            |                   |               |            |                |                   |                   |
| 517,373,539,310                       | 03/08/19 | 2640 Parts                |              | 03/20/19   | 718.24            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                         |          |                           |              |            | 718.24            |               |            |                |                   |                   |
| VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY |          |                           |              |            |                   |               |            |                |                   |                   |
| 43252                                 | 03/08/19 | 2867 Supplies             |              | 03/20/19   | 84.30             | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                         |          |                           |              |            | 84.30             |               |            |                |                   |                   |
| VENDOR: 2018 TRADE AMERICA            |          |                           |              |            |                   |               |            |                |                   |                   |
| 23137                                 | 03/08/19 | 2834 Supplies             |              | 03/20/19   | 139.30            | .00           | ACH        |                |                   |                   |
| 23140                                 | 03/08/19 | 2834 Supplies             |              | 03/20/19   | 964.58            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                         |          |                           |              |            | 1103.88           |               |            |                |                   |                   |
| VENDOR: 2104 UPS                      |          |                           |              |            |                   |               |            |                |                   |                   |
| 24W1X6089                             | 03/06/19 | 0 Postage                 |              | 03/20/19   | 29.29             | .00           | CHK        |                |                   |                   |
| 24W1X6099                             | 03/08/19 | 0 Postage                 |              | 03/20/19   | 29.46             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                         |          |                           |              |            | 58.75             |               |            |                |                   |                   |
| VENDOR: 2202 WAYPOINT ANALYTICAL      |          |                           |              |            |                   |               |            |                |                   |                   |
| 1044645                               | 03/08/19 | 2799 Testing Analysis     |              | 03/20/19   | 234.00            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                         |          |                           |              |            | 234.00            |               |            |                |                   |                   |

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| VENDOR: 2210 VERIZON WIRELESS            |          |                      |              |            |                   |               |            |                |                   |               |     |  |
| 9825226148                               | 03/12/19 | 0 Phone bill 2821-03 |              | 03/20/19   | 495.84            | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                            |          |                      |              |            | 495.84            |               |            |                |                   |               |     |  |
| VENDOR: 2304 WADE, INC                   |          |                      |              |            |                   |               |            |                |                   |               |     |  |
| P37728                                   | 03/08/19 | 2875 Parts           |              | 03/20/19   | 54.79             | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                            |          |                      |              |            | 54.79             |               |            |                |                   |               |     |  |
| VENDOR: 2309 WILLIAMS EQUIPMENT & SUPPLY |          |                      |              |            |                   |               |            |                |                   |               |     |  |
| 2/27/19                                  | 03/08/19 | 2874 Parts           |              | 03/20/19   | 82.95             | .00           | CHK        |                |                   |               |     |  |
| VENDOR TOTAL:                            |          |                      |              |            | 82.95             |               |            |                |                   |               |     |  |
| VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC. |          |                      |              |            |                   |               |            |                |                   |               |     |  |
| 3/01/19                                  | 03/06/19 | 0 Water              |              | 03/20/19   | 86.20             | .00           | ACH        |                |                   |               |     |  |
| VENDOR TOTAL:                            |          |                      |              |            | 86.20             |               |            |                |                   |               |     |  |
| VENDOR: 9909001 GREGORY PERKINS          |          |                      |              |            |                   |               |            |                |                   |               |     |  |
| 3/06/19                                  | 03/06/19 | 0 Travel expense     |              | 03/20/19   | 95.69             | .00           | ACH        |                |                   |               |     |  |
| VENDOR TOTAL:                            |          |                      |              |            | 95.69             |               |            |                |                   |               |     |  |
| GRAND TOTAL:                             |          |                      |              |            | 125345.78         |               |            |                |                   |               |     |  |

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| VENDOR: 110 ARKANSAS ELECTRIC       |          |                        |              |            |                   |               |            |                |                   |                   |
| 03923161                            | 03/08/19 | 8532 Materials         |              | 03/20/19   | 14290.11          | .00           | ACH        |                |                   |                   |
| 03923672                            | 03/08/19 | 8483 Materials         |              | 03/20/19   | 3164.16           | .00           | ACH        |                |                   |                   |
| 03924095                            | 03/11/19 | 8523 Connectors        |              | 03/20/19   | 433.86            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                       |          |                        |              |            | 17888.13          |               |            |                |                   |                   |
| VENDOR: 124 ATMOS ENERGY            |          |                        |              |            |                   |               |            |                |                   |                   |
| 3012612404-3/04                     | 03/11/19 | 0 Utility Billing      |              | 03/20/19   | 1686.24           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                       |          |                        |              |            | 1686.24           |               |            |                |                   |                   |
| VENDOR: 125 AT & T                  |          |                        |              |            |                   |               |            |                |                   |                   |
| 1007 - 3/01/19                      | 03/12/19 | 0 Phones               |              | 03/20/19   | 130.93            | .00           | CHK        |                |                   |                   |
| 3600 - 2/22/19                      | 03/06/19 | 0 Phone bill           |              | 03/20/19   | 187.30            | .00           | CHK        |                |                   |                   |
| 5039 - 2/22/19                      | 03/06/19 | 0 Phone bill           |              | 03/20/19   | 676.79            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                       |          |                        |              |            | 995.02            |               |            |                |                   |                   |
| VENDOR: 134 ATWELL & GENT, P.A.     |          |                        |              |            |                   |               |            |                |                   |                   |
| 8890                                | 03/06/19 | 0 Engineering Services |              | 03/20/19   | 2030.00           | .00           | ACH        |                |                   |                   |
| 8891                                | 03/06/19 | 0 Engineering Services |              | 03/20/19   | 3670.00           | .00           | ACH        |                |                   |                   |
| 8892                                | 03/06/19 | 0 Engineering Services |              | 03/20/19   | 8000.00           | .00           | ACH        |                |                   |                   |
| 8893                                | 03/06/19 | 0 Engineering Services |              | 03/20/19   | 2610.00           | .00           | ACH        |                |                   |                   |
| 8895                                | 03/06/19 | 0 Engineering Services |              | 03/20/19   | 280.00            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                       |          |                        |              |            | 16590.00          |               |            |                |                   |                   |
| VENDOR: 190 BALDWIN LIGHTING, INC.  |          |                        |              |            |                   |               |            |                |                   |                   |
| 7615                                | 03/08/19 | 8474 Poles             |              | 03/20/19   | 10458.00          | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                       |          |                        |              |            | 10458.00          |               |            |                |                   |                   |
| VENDOR: 227 BULLDOG TOWING, LLC     |          |                        |              |            |                   |               |            |                |                   |                   |
| 2/28/19                             | 03/08/19 | 8551 Towing            |              | 03/20/19   | 500.00            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                       |          |                        |              |            | 500.00            |               |            |                |                   |                   |
| VENDOR: 232 BAGWELL ENTERPRISES LLC |          |                        |              |            |                   |               |            |                |                   |                   |
| FEB 2019                            | 03/11/19 | 0 Meter reading        |              | 03/20/19   | 19020.07          | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                       |          |                        |              |            | 19020.07          |               |            |                |                   |                   |

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| VENDOR: 283 CHANCELLOR SUPPLY INC.       |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 9095-1, 12332                            | 03/11/19 | 8495   | Materials                |              | 03/20/19   | 774.35            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                          |              |            | 774.35            |               |            |                |                   |                   |
| VENDOR: 303 C SPIRE WIRELESS             |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 2/01-2/28/19                             | 03/08/19 |        | 0 Phone bill             |              | 03/20/19   | 653.90            | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                          |              |            | 653.90            |               |            |                |                   |                   |
| VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN |          |        |                          |              |            |                   |               |            |                |                   |                   |
| FEB 2019-ADMIN                           | 03/06/19 |        | 0 Administrative Fees    |              | 03/20/19   | 9956.35           | .00           | CHK        |                |                   |                   |
| MAR 2019-TAX                             | 03/07/19 |        | 0 Tax Equivalency        |              | 03/20/19   | 113750.00         | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                          |              |            | 123706.35         |               |            |                |                   |                   |
| VENDOR: 307 CITY OF STARKVILLE           |          |        |                          |              |            |                   |               |            |                |                   |                   |
| FEB 2019-EXP                             | 03/06/19 |        | 0 Due to City - Feb 2019 |              | 03/20/19   | 3266.16           | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                          |              |            | 3266.16           |               |            |                |                   |                   |
| VENDOR: 333 CONSOLIDATED FLEET SERVICES  |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 2019DS0009                               | 03/11/19 | 8477   | Electrical testing       |              | 03/20/19   | 3360.00           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                          |              |            | 3360.00           |               |            |                |                   |                   |
| VENDOR: 400 IVY AUTO PARTS               |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 608495                                   | 03/08/19 | 8544   | Parts                    |              | 03/20/19   | 142.99            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                          |              |            | 142.99            |               |            |                |                   |                   |
| VENDOR: 691 GATEWAY TIRE&SERVICE CENTER  |          |        |                          |              |            |                   |               |            |                |                   |                   |
| I104473658                               | 03/08/19 | 8546   | Repairs                  |              | 03/20/19   | 164.20            | .00           | CHK        |                |                   |                   |
| I104476538, 6915                         | 03/08/19 | 8556   | Repairs                  |              | 03/20/19   | 67.80             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                          |              |            | 232.00            |               |            |                |                   |                   |
| VENDOR: 696 GARNER LUMLEY ELECTRIC       |          |        |                          |              |            |                   |               |            |                |                   |                   |
| 555751                                   | 03/11/19 | 8529   | Materials                |              | 03/20/19   | 524.50            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                            |          |        |                          |              |            | 524.50            |               |            |                |                   |                   |

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|-------------------------------------------|----------|--------------------------------|--------------|------------|-------------------|---------------|------------|----------------|-------------------|---------------|-----|
| VENDOR: 730 GRESKO UTILITY SUPPLY, INC.   |          |                                |              |            |                   |               |            |                |                   |               |     |
| 50015300-01                               | 03/08/19 | 8469 Materials                 |              | 03/20/19   | 2625.00           | .00           | ACH        |                |                   |               |     |
| 50015428-01                               | 03/08/19 | 8514 Materials                 |              | 03/20/19   | 1963.00           | .00           | ACH        |                |                   |               |     |
| 50015428-02                               | 03/11/19 | 8514 Electrical Materials      |              | 03/20/19   | 594.00            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 5182.00           |               |            |                |                   |               |     |
| VENDOR: 734 GREEN EQUIPMENT CO.           |          |                                |              |            |                   |               |            |                |                   |               |     |
| 41612X                                    | 03/08/19 | 8543 Electrical repairs        |              | 03/20/19   | 402.89            | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 402.89            |               |            |                |                   |               |     |
| VENDOR: 818 HANCOCK EQUIP. & OIL CO.      |          |                                |              |            |                   |               |            |                |                   |               |     |
| 010004                                    | 03/08/19 | 8534 Supplies                  |              | 03/20/19   | 255.00            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 255.00            |               |            |                |                   |               |     |
| VENDOR: 1205 LOWE'S                       |          |                                |              |            |                   |               |            |                |                   |               |     |
| 2/25-3/07/19                              | 03/11/19 | 8560 Tools and supplies        |              | 03/20/19   | 565.96            | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 565.96            |               |            |                |                   |               |     |
| VENDOR: 1217 LIGHTS AND BALLASTS LLC      |          |                                |              |            |                   |               |            |                |                   |               |     |
| 508047                                    | 03/06/19 | 0 Light replacements           |              | 03/20/19   | 240.00            | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 240.00            |               |            |                |                   |               |     |
| VENDOR: 1231 TERRY KEMP                   |          |                                |              |            |                   |               |            |                |                   |               |     |
| 2/06/19                                   | 03/06/19 | 0 Travel expense reimbursement |              | 03/20/19   | 445.48            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 445.48            |               |            |                |                   |               |     |
| VENDOR: 1239 LOLLEY REAL ESTATE           |          |                                |              |            |                   |               |            |                |                   |               |     |
| MAR 2019                                  | 03/07/19 | 0 Storage Rental               |              | 03/20/19   | 900.00            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 900.00            |               |            |                |                   |               |     |
| VENDOR: 1291 MAGNOLIA BUSINESS SYSTEM INC |          |                                |              |            |                   |               |            |                |                   |               |     |
| 36229                                     | 03/11/19 | 0 Copier services              |              | 03/20/19   | 169.43            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 169.43            |               |            |                |                   |               |     |

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| VENDOR: 1400 NESCO                        |          |        |                                |              |            |                   |               |            |                |                   |                   |  |
| 250,026,365,403                           | 03/08/19 |        | 8541 Materials and Supplies    |              | 03/20/19   | 1216.93           | .00           | ACH        |                |                   |                   |  |
| S2300204.001                              | 03/08/19 |        | 8485 Uniforms                  |              | 03/20/19   | 4876.08           | .00           | ACH        |                |                   |                   |  |
| S2303687.002                              | 03/08/19 |        | 8515 Electrical supplies       |              | 03/20/19   | 88.23             | .00           | ACH        |                |                   |                   |  |
| VENDOR TOTAL:                             |          |        |                                |              |            | 6181.24           |               |            |                |                   |                   |  |
| VENDOR: 1406 NORTHEAST EXTERMINATING      |          |        |                                |              |            |                   |               |            |                |                   |                   |  |
| 2/18/19                                   | 03/11/19 |        | 8571 Pest control              |              | 03/20/19   | 105.00            | .00           | ACH        |                |                   |                   |  |
| VENDOR TOTAL:                             |          |        |                                |              |            | 105.00            |               |            |                |                   |                   |  |
| VENDOR: 1408 NETWORK BILLING SYSTEMS, LLC |          |        |                                |              |            |                   |               |            |                |                   |                   |  |
| 190595479                                 | 03/07/19 |        | 0 Phone bill                   |              | 03/20/19   | 437.65            | .00           | ACH        |                |                   |                   |  |
| VENDOR TOTAL:                             |          |        |                                |              |            | 437.65            |               |            |                |                   |                   |  |
| VENDOR: 1415 NMPAA                        |          |        |                                |              |            |                   |               |            |                |                   |                   |  |
| 3/06/19                                   | 03/06/19 |        | 0 Conference registration      |              | 03/20/19   | 150.00            | .00           | CHK        |                |                   |                   |  |
| VENDOR TOTAL:                             |          |        |                                |              |            | 150.00            |               |            |                |                   |                   |  |
| VENDOR: 1421 NTG LLC                      |          |        |                                |              |            |                   |               |            |                |                   |                   |  |
| 10078                                     | 03/07/19 |        | 0 Internet phone hosting       |              | 03/20/19   | 250.00            | .00           | ACH        |                |                   |                   |  |
| 10082                                     | 03/07/19 |        | 0 Software modules and reports |              | 03/20/19   | 970.00            | .00           | ACH        |                |                   |                   |  |
| VENDOR TOTAL:                             |          |        |                                |              |            | 1220.00           |               |            |                |                   |                   |  |
| VENDOR: 1525 OKTIBBEHA CO. CO-OP          |          |        |                                |              |            |                   |               |            |                |                   |                   |  |
| 499741                                    | 03/08/19 |        | 8549 Parts                     |              | 03/20/19   | 21.89             | .00           | ACH        |                |                   |                   |  |
| VENDOR TOTAL:                             |          |        |                                |              |            | 21.89             |               |            |                |                   |                   |  |
| VENDOR: 1527 OKT. BOARD OF SUPERVISORS    |          |        |                                |              |            |                   |               |            |                |                   |                   |  |
| 151619                                    | 03/06/19 |        | 0 LINK-Regional Econ Developme |              | 03/20/19   | 30000.00          | .00           | CHK        |                |                   |                   |  |
| 2/18/19                                   | 03/06/19 |        | 0 Answering service            |              | 03/20/19   | 936.00            | .00           | CHK        |                |                   |                   |  |
| VENDOR TOTAL:                             |          |        |                                |              |            | 30936.00          |               |            |                |                   |                   |  |

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| VENDOR: 1531 MDR CONSTRUCTION, INC.      |          |        |                              |              |            |                   |               |            |                |                   |                   |  |
| 29-23678                                 | 03/08/19 | 8559   | Contractor                   |              | 03/20/19   | 12239.00          | .00           | ACH        |                |                   |                   |  |
| VENDOR TOTAL:                            |          |        |                              |              |            | 12239.00          |               |            |                |                   |                   |  |
| VENDOR: 1679 PITNEY BOWES                |          |        |                              |              |            |                   |               |            |                |                   |                   |  |
| 9834 - 3/01/19                           | 03/06/19 | 0      | Postage                      |              | 03/20/19   | 350.98            | .00           | CHK        |                |                   |                   |  |
| VENDOR TOTAL:                            |          |        |                              |              |            | 350.98            |               |            |                |                   |                   |  |
| VENDOR: 1810 REGIONS COMMERCIAL BANKCARD |          |        |                              |              |            |                   |               |            |                |                   |                   |  |
| 3/03/19                                  | 03/08/19 | 0      | Travel Expense and Supplies  |              | 03/20/19   | 3908.61           | .00           | CHK        |                |                   |                   |  |
| VENDOR TOTAL:                            |          |        |                              |              |            | 3908.61           |               |            |                |                   |                   |  |
| VENDOR: 1818 UNITED RENTALS, INC.        |          |        |                              |              |            |                   |               |            |                |                   |                   |  |
| 163327879-004                            | 03/08/19 | 8548   | Equipment rental             |              | 03/20/19   | 1395.01           | .00           | ACH        |                |                   |                   |  |
| 166489725-001                            | 03/08/19 | 8488   | Equipment rental             |              | 03/20/19   | 100.00            | .00           | ACH        |                |                   |                   |  |
| 943761631-135                            | 03/11/19 | 8567   | Equipment rental fee         |              | 03/20/19   | 1000.00           | .00           | ACH        |                |                   |                   |  |
| VENDOR TOTAL:                            |          |        |                              |              |            | 2495.01           |               |            |                |                   |                   |  |
| VENDOR: 1886 SEDC                        |          |        |                              |              |            |                   |               |            |                |                   |                   |  |
| 25442                                    | 03/11/19 | 0      | Billing services             |              | 03/20/19   | 31996.81          | .00           | ACH        |                |                   |                   |  |
| VENDOR TOTAL:                            |          |        |                              |              |            | 31996.81          |               |            |                |                   |                   |  |
| VENDOR: 1887 S & S LINE SERVICE INC      |          |        |                              |              |            |                   |               |            |                |                   |                   |  |
| 2004-2005                                | 03/06/19 | 0      | ROW Clearing                 |              | 03/20/19   | 6413.60           | .00           | ACH        |                |                   |                   |  |
| 2006-2007                                | 03/07/19 | 0      | ROW Clearing                 |              | 03/20/19   | 6413.60           | .00           | ACH        |                |                   |                   |  |
| VENDOR TOTAL:                            |          |        |                              |              |            | 12827.20          |               |            |                |                   |                   |  |
| VENDOR: 1891 S & K DOOR & SPECIALTY CO   |          |        |                              |              |            |                   |               |            |                |                   |                   |  |
| 67238                                    | 03/11/19 | 8570   | Service call                 |              | 03/20/19   | 90.00             | .00           | CHK        |                |                   |                   |  |
| VENDOR TOTAL:                            |          |        |                              |              |            | 90.00             |               |            |                |                   |                   |  |
| VENDOR: 1931 STARKVILLE SANITATION DEPT  |          |        |                              |              |            |                   |               |            |                |                   |                   |  |
| FEB 2019                                 | 03/07/19 | 0      | Feb 2019 Sanitation Collecti |              | 03/20/19   | 205036.99         | .00           | CHK        |                |                   |                   |  |
| VENDOR TOTAL:                            |          |        |                              |              |            | 205036.99         |               |            |                |                   |                   |  |

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| VENDOR: 1933 STARKVILLE WATER DEPT     |          |        |                                |              |            |                   |               |            |                |                   |                   |
| FEB 2019                               | 03/07/19 |        | 0 Feb 2019 Collections         |              | 03/20/19   | 443610.19         | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                          |          |        |                                |              |            | 443610.19         |               |            |                |                   |                   |
| VENDOR: 1940 STUART C. IRBY            |          |        |                                |              |            |                   |               |            |                |                   |                   |
| S1122572.001&2                         | 03/08/19 |        | 8525 Lights                    |              | 03/20/19   | 4975.00           | .00           | ACH        |                |                   |                   |
| S254.13&15&17                          | 03/11/19 |        | 8526 Electrical supplies       |              | 03/20/19   | 1203.68           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                          |          |        |                                |              |            | 6178.68           |               |            |                |                   |                   |
| VENDOR: 1945 SULLIVAN'S                |          |        |                                |              |            |                   |               |            |                |                   |                   |
| 43219                                  | 03/06/19 |        | 0 Office supplies              |              | 03/20/19   | 91.69             | .00           | ACH        |                |                   |                   |
| 43387                                  | 03/12/19 |        | 0 Office supplies              |              | 03/20/19   | 73.42             | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                          |          |        |                                |              |            | 165.11            |               |            |                |                   |                   |
| VENDOR: 2015 TEMPLE & SON CO., INC     |          |        |                                |              |            |                   |               |            |                |                   |                   |
| INV0182808                             | 03/08/19 |        | 8536 Equipment repairs         |              | 03/20/19   | 1125.00           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                          |          |        |                                |              |            | 1125.00           |               |            |                |                   |                   |
| VENDOR: 2021 TCC FACILITIES MANAGEMENT |          |        |                                |              |            |                   |               |            |                |                   |                   |
| 3504                                   | 03/11/19 |        | 0 Janitorial services          |              | 03/20/19   | 450.00            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                          |          |        |                                |              |            | 450.00            |               |            |                |                   |                   |
| VENDOR: 2104 UPS                       |          |        |                                |              |            |                   |               |            |                |                   |                   |
| 12031F089                              | 03/06/19 |        | 0 Postage                      |              | 03/20/19   | 30.67             | .00           | CHK        |                |                   |                   |
| VENDOR TOTAL:                          |          |        |                                |              |            | 30.67             |               |            |                |                   |                   |
| VENDOR: 2116 UTILITECH                 |          |        |                                |              |            |                   |               |            |                |                   |                   |
| 2222                                   | 03/06/19 |        | 0 Product Development and Supp |              | 03/20/19   | 500.00            | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                          |          |        |                                |              |            | 500.00            |               |            |                |                   |                   |
| VENDOR: 2118 BORDER STATES ELECTRIC    |          |        |                                |              |            |                   |               |            |                |                   |                   |
| 917222370                              | 03/08/19 |        | 8487 Materials                 |              | 03/20/19   | 4580.50           | .00           | ACH        |                |                   |                   |
| VENDOR TOTAL:                          |          |        |                                |              |            | 4580.50           |               |            |                |                   |                   |

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| VENDOR: 2210 VERIZON WIRELESS             |          |                                |              |            |                   |               |            |                |                   |               |     |
| 9824910018                                | 03/11/19 | 0 AMI M2M Data Usage           |              | 03/20/19   | 568.09            | .00           | CHK        |                |                   |               |     |
| 9825226147                                | 03/12/19 | 0 Phone bill 2821-02           |              | 03/20/19   | 501.32            | .00           | CHK        |                |                   |               |     |
| 9825226416                                | 03/12/19 | 0 Phone bill 2821-01           |              | 03/20/19   | 1577.12           | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 2646.53           |               |            |                |                   |               |     |
| VENDOR: 2300 WALMART COMMUNITY BRC        |          |                                |              |            |                   |               |            |                |                   |               |     |
| 2/24/19                                   | 03/08/19 | 8561 Supplies                  |              | 03/20/19   | 53.78             | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 53.78             |               |            |                |                   |               |     |
| VENDOR: 2303 WATERMARK PRINTERS           |          |                                |              |            |                   |               |            |                |                   |               |     |
| 12232, 12239                              | 03/11/19 | 0 Office supplies              |              | 03/20/19   | 246.00            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 246.00            |               |            |                |                   |               |     |
| VENDOR: 2305 WASTE PRO                    |          |                                |              |            |                   |               |            |                |                   |               |     |
| 000170455                                 | 03/11/19 | 8528 Waste Dumpster            |              | 03/20/19   | 384.90            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 384.90            |               |            |                |                   |               |     |
| VENDOR: 2322 WATKINS, WARD & STAFFORD     |          |                                |              |            |                   |               |            |                |                   |               |     |
| 118454                                    | 03/11/19 | 0 FY 2018 Audit                |              | 03/20/19   | 19500.00          | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 19500.00          |               |            |                |                   |               |     |
| VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.  |          |                                |              |            |                   |               |            |                |                   |               |     |
| 52674                                     | 03/12/19 | 0 Water                        |              | 03/20/19   | 16.20             | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 16.20             |               |            |                |                   |               |     |
| VENDOR: 9909884 MADISON SMITH             |          |                                |              |            |                   |               |            |                |                   |               |     |
| 2/26/19                                   | 03/06/19 | 0 Travel expense reimbursement |              | 03/20/19   | 74.17             | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 74.17             |               |            |                |                   |               |     |
| VENDOR: 99009736 INTERNAL REVENUE SERVICE |          |                                |              |            |                   |               |            |                |                   |               |     |
| CPI34B-3/11/19                            | 03/11/19 | 0 Payroll taxes                |              | 03/20/19   | 2242.29           | .00           | CHK        |                |                   |               |     |
| VENDOR TOTAL:                             |          |                                |              |            | 2242.29           |               |            |                |                   |               |     |

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| VENDOR: 99009957 TODD GILES       |          |        |                        |              |            |                   |               |            |                |                   |               |     |
| 2/17/19                           | 03/06/19 |        | 0 Travel expense reimb |              | 03/20/19   | 161.71            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                     |          |        |                        |              |            | 161.71            |               |            |                |                   |               |     |
| VENDOR: 99009959 AUGESTER HOLLINS |          |        |                        |              |            |                   |               |            |                |                   |               |     |
| 2/17/19                           | 03/06/19 |        | 0 Travel expenses      |              | 03/20/19   | 201.75            | .00           | ACH        |                |                   |               |     |
| VENDOR TOTAL:                     |          |        |                        |              |            | 201.75            |               |            |                |                   |               |     |
| GRAND TOTAL:                      |          |        |                        |              |            | 998122.33         |               |            |                |                   |               |     |



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

**AGENDA ITEM DEPT.:** Finance & Admin  
**AGENDA DATE:** 3-19-2019  
**PAGE:** 1

**SUBJECT:** Request approval of the February 2019 financial statements 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,  
Jameika Smith, Deputy Clerk - Accounting Assistant, or David Wise,  
Manager of Accounting & Finance

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**SUGGESTED MOTION:**

Approval of the February 2019 financial statements of the City of Starkville, MS.



City of Starkville, MS

# Budget Report Group Summary

For Fiscal: 2018-2019 Period Ending: 02/28/2019

| Categor...                                         | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity   | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|----------------------------------------------------|--------------------------|-------------------------|---------------------|----------------------|----------------------------------------|-----------------|
| <b>Fund: 001 - GENERAL FUND</b>                    |                          |                         |                     |                      |                                        |                 |
| <b>Revenue</b>                                     |                          |                         |                     |                      |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>              |                          |                         |                     |                      |                                        |                 |
| 200 - TAXES                                        | 7,681,250.00             | 7,681,250.00            | 2,971,247.31        | 5,755,118.18         | -1,926,131.82                          | 74.92 %         |
| 220 - LICENSES AND PERMITS                         | 251,500.00               | 251,500.00              | 15,534.82           | 105,007.32           | -146,492.68                            | 41.75 %         |
| 230 - INTERGOVERNMENTAL REVENUES                   | 9,531,900.00             | 9,531,900.00            | 987,120.28          | 4,078,766.92         | -5,453,133.08                          | 42.79 %         |
| 280 - CHARGES FOR GOVERNMENTAL SERVICES            | 200.00                   | 200.00                  | 0.00                | 0.00                 | -200.00                                | 0.00 %          |
| 330 - FINES AND FORFEITS                           | 590,000.00               | 590,000.00              | 68,408.14           | 210,985.12           | -379,014.88                            | 35.76 %         |
| 340 - MISCELLANEOUS                                | 268,500.00               | 268,500.00              | 65,813.73           | 230,689.88           | -37,810.12                             | 85.92 %         |
| 360 - CHARGES FOR SERVICES                         | 38,550.00                | 38,550.00               | 7,000.00            | 26,399.74            | -12,150.26                             | 68.48 %         |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS           | 3,406,200.00             | 3,406,200.00            | 176,757.93          | 728,854.16           | -2,677,345.84                          | 21.40 %         |
| <b>Department: 000 - UNDESIGNATED Total:</b>       | <b>21,768,100.00</b>     | <b>21,768,100.00</b>    | <b>4,291,882.21</b> | <b>11,135,821.32</b> | <b>-10,632,278.68</b>                  | <b>51.16 %</b>  |
| <b>Revenue Total:</b>                              | <b>21,768,100.00</b>     | <b>21,768,100.00</b>    | <b>4,291,882.21</b> | <b>11,135,821.32</b> | <b>-10,632,278.68</b>                  | <b>51.16 %</b>  |
| <b>Expense</b>                                     |                          |                         |                     |                      |                                        |                 |
| <b>Department: 100 - BOARD OF ALDERMEN</b>         |                          |                         |                     |                      |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 207,625.00               | 207,625.00              | 15,981.45           | 85,208.17            | 122,416.83                             | 41.04 %         |
| 600 - CONTRACTUAL SERVICES                         | 21,000.00                | 21,000.00               | 669.94              | 4,970.49             | 16,029.51                              | 23.67 %         |
| <b>Department: 100 - BOARD OF ALDERMEN Total:</b>  | <b>228,625.00</b>        | <b>228,625.00</b>       | <b>16,651.39</b>    | <b>90,178.66</b>     | <b>138,446.34</b>                      | <b>39.44 %</b>  |
| <b>Department: 110 - MUNICIPAL COURT</b>           |                          |                         |                     |                      |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 363,015.00               | 363,015.00              | 25,161.24           | 145,950.43           | 217,064.57                             | 40.21 %         |
| 500 - SUPPLIES                                     | 11,000.00                | 11,000.00               | 0.00                | 3,228.00             | 7,772.00                               | 29.35 %         |
| 600 - CONTRACTUAL SERVICES                         | 21,000.00                | 21,000.00               | 882.59              | 11,098.99            | 9,901.01                               | 52.85 %         |
| 900 - CAPITAL OUTLAY                               | 5,000.00                 | 5,000.00                | 1,335.00            | 1,335.00             | 3,665.00                               | 26.70 %         |
| <b>Department: 110 - MUNICIPAL COURT Total:</b>    | <b>400,015.00</b>        | <b>400,015.00</b>       | <b>27,378.83</b>    | <b>161,612.42</b>    | <b>238,402.58</b>                      | <b>40.40 %</b>  |
| <b>Department: 111 - YOUTH COURT</b>               |                          |                         |                     |                      |                                        |                 |
| 600 - CONTRACTUAL SERVICES                         | 1,500.00                 | 1,500.00                | 102.52              | 553.40               | 946.60                                 | 36.89 %         |
| <b>Department: 111 - YOUTH COURT Total:</b>        | <b>1,500.00</b>          | <b>1,500.00</b>         | <b>102.52</b>       | <b>553.40</b>        | <b>946.60</b>                          | <b>36.89 %</b>  |
| <b>Department: 120 - MAYORS OFFICE</b>             |                          |                         |                     |                      |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 151,715.00               | 151,715.00              | 11,358.78           | 62,322.11            | 89,392.89                              | 41.08 %         |
| 500 - SUPPLIES                                     | 2,600.00                 | 2,600.00                | 43.21               | 274.12               | 2,325.88                               | 10.54 %         |
| 600 - CONTRACTUAL SERVICES                         | 99,250.00                | 99,250.00               | 16,122.17           | 52,530.33            | 46,719.67                              | 52.93 %         |
| <b>Department: 120 - MAYORS OFFICE Total:</b>      | <b>253,565.00</b>        | <b>253,565.00</b>       | <b>27,524.16</b>    | <b>115,126.56</b>    | <b>138,438.44</b>                      | <b>45.40 %</b>  |
| <b>Department: 123 - IT</b>                        |                          |                         |                     |                      |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 289,735.00               | 289,735.00              | 22,134.08           | 125,272.73           | 164,462.27                             | 43.24 %         |
| 500 - SUPPLIES                                     | 2,500.00                 | 2,500.00                | 0.00                | 0.00                 | 2,500.00                               | 0.00 %          |
| 600 - CONTRACTUAL SERVICES                         | 68,500.00                | 68,500.00               | 9,833.29            | 53,861.40            | 14,638.60                              | 78.63 %         |
| 900 - CAPITAL OUTLAY                               | 65,000.00                | 65,000.00               | 3,199.75            | 12,536.30            | 52,463.70                              | 19.29 %         |
| <b>Department: 123 - IT Total:</b>                 | <b>425,735.00</b>        | <b>425,735.00</b>       | <b>35,167.12</b>    | <b>191,670.43</b>    | <b>234,064.57</b>                      | <b>45.02 %</b>  |
| <b>Department: 130 - ELECTIONS</b>                 |                          |                         |                     |                      |                                        |                 |
| 500 - SUPPLIES                                     | 1,000.00                 | 1,000.00                | 0.00                | 0.00                 | 1,000.00                               | 0.00 %          |
| 600 - CONTRACTUAL SERVICES                         | 4,000.00                 | 4,000.00                | 0.00                | 0.00                 | 4,000.00                               | 0.00 %          |
| <b>Department: 130 - ELECTIONS Total:</b>          | <b>5,000.00</b>          | <b>5,000.00</b>         | <b>0.00</b>         | <b>0.00</b>          | <b>5,000.00</b>                        | <b>0.00 %</b>   |
| <b>Department: 142 - CITY CLERKS OFFICE</b>        |                          |                         |                     |                      |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 388,600.00               | 388,600.00              | 29,379.34           | 162,859.00           | 225,741.00                             | 41.91 %         |
| 600 - CONTRACTUAL SERVICES                         | 85,000.00                | 85,000.00               | 50,000.00           | 50,000.00            | 35,000.00                              | 58.82 %         |
| <b>Department: 142 - CITY CLERKS OFFICE Total:</b> | <b>473,600.00</b>        | <b>473,600.00</b>       | <b>79,379.34</b>    | <b>212,859.00</b>    | <b>260,741.00</b>                      | <b>44.94 %</b>  |
| <b>Department: 145 - OTHER ADMINISTRATIVE</b>      |                          |                         |                     |                      |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 5,000.00                 | 5,000.00                | 0.00                | 178.36               | 4,821.64                               | 3.57 %          |
| 500 - SUPPLIES                                     | 12,000.00                | 12,000.00               | 153.72              | 2,827.68             | 9,172.32                               | 23.56 %         |

## Budget Report

For Fiscal: 2018-2019 Period Ending: 02/28/2019

| Categor...                                                      | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|-----------------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| 600 - CONTRACTUAL SERVICES                                      | 32,000.00                | 32,000.00               | 1,413.07           | 8,148.10            | 23,851.90                              | 25.46 %         |
| 900 - CAPITAL OUTLAY                                            | 2,000.00                 | 2,000.00                | 0.00               | 1,581.99            | 418.01                                 | 79.10 %         |
| <b>Department: 145 - OTHER ADMINISTRATIVE Total:</b>            | <b>51,000.00</b>         | <b>51,000.00</b>        | <b>1,566.79</b>    | <b>12,736.13</b>    | <b>38,263.87</b>                       | <b>24.97 %</b>  |
| <b>Department: 159 - BONDING-CITY EMPLOYEES</b>                 |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                      | 7,000.00                 | 7,000.00                | 0.00               | 3,125.00            | 3,875.00                               | 44.64 %         |
| <b>Department: 159 - BONDING-CITY EMPLOYEES Total:</b>          | <b>7,000.00</b>          | <b>7,000.00</b>         | <b>0.00</b>        | <b>3,125.00</b>     | <b>3,875.00</b>                        | <b>44.64 %</b>  |
| <b>Department: 160 - ATTORNEY AND STAFF</b>                     |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 67,985.00                | 67,985.00               | 5,161.04           | 28,385.72           | 39,599.28                              | 41.75 %         |
| <b>Department: 160 - ATTORNEY AND STAFF Total:</b>              | <b>67,985.00</b>         | <b>67,985.00</b>        | <b>5,161.04</b>    | <b>28,385.72</b>    | <b>39,599.28</b>                       | <b>41.75 %</b>  |
| <b>Department: 169 - LEGAL</b>                                  |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                      | 165,000.00               | 165,000.00              | 14,325.29          | 64,669.39           | 100,330.61                             | 39.19 %         |
| <b>Department: 169 - LEGAL Total:</b>                           | <b>165,000.00</b>        | <b>165,000.00</b>       | <b>14,325.29</b>   | <b>64,669.39</b>    | <b>100,330.61</b>                      | <b>39.19 %</b>  |
| <b>Department: 180 - HUMAN RESOURCES</b>                        |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 218,675.00               | 218,675.00              | 16,901.72          | 92,717.36           | 125,957.64                             | 42.40 %         |
| 500 - SUPPLIES                                                  | 7,000.00                 | 7,000.00                | 0.00               | 639.43              | 6,360.57                               | 9.13 %          |
| 600 - CONTRACTUAL SERVICES                                      | 30,630.40                | 30,630.40               | 836.76             | 22,961.52           | 7,668.88                               | 74.96 %         |
| <b>Department: 180 - HUMAN RESOURCES Total:</b>                 | <b>256,305.40</b>        | <b>256,305.40</b>       | <b>17,738.48</b>   | <b>116,318.31</b>   | <b>139,987.09</b>                      | <b>45.38 %</b>  |
| <b>Department: 190 - CITY PLANNER</b>                           |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 256,420.00               | 256,420.00              | 10,923.14          | 63,887.32           | 192,532.68                             | 24.92 %         |
| 500 - SUPPLIES                                                  | 3,500.00                 | 3,500.00                | 81.99              | 1,079.56            | 2,420.44                               | 30.84 %         |
| 600 - CONTRACTUAL SERVICES                                      | 53,750.00                | 53,750.00               | 5,279.26           | 32,467.57           | 21,282.43                              | 60.40 %         |
| 900 - CAPITAL OUTLAY                                            | 16,500.00                | 16,500.00               | 0.00               | 6,250.00            | 10,250.00                              | 37.88 %         |
| <b>Department: 190 - CITY PLANNER Total:</b>                    | <b>330,170.00</b>        | <b>330,170.00</b>       | <b>16,284.39</b>   | <b>103,684.45</b>   | <b>226,485.55</b>                      | <b>31.40 %</b>  |
| <b>Department: 192 - GENERAL GOVERN BLDG &amp; PLANT</b>        |                          |                         |                    |                     |                                        |                 |
| 500 - SUPPLIES                                                  | 5,000.00                 | 5,000.00                | 409.27             | 1,941.84            | 3,058.16                               | 38.84 %         |
| 600 - CONTRACTUAL SERVICES                                      | 85,000.00                | 85,000.00               | 9,537.41           | 42,542.41           | 42,457.59                              | 50.05 %         |
| 800 - DEBT SERVICE                                              | 0.00                     | 0.00                    | 896.50             | 1,793.00            | -1,793.00                              | 0.00 %          |
| <b>Department: 192 - GENERAL GOVERN BLDG &amp; PLANT Total:</b> | <b>90,000.00</b>         | <b>90,000.00</b>        | <b>10,843.18</b>   | <b>46,277.25</b>    | <b>43,722.75</b>                       | <b>51.42 %</b>  |
| <b>Department: 195 - TRANSFERS TO OTHER AGENCIES</b>            |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                      | 36,250.00                | 36,250.00               | 0.84               | 23,119.84           | 13,130.16                              | 63.78 %         |
| 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS                        | 2,000.00                 | 2,000.00                | 0.00               | 440.00              | 1,560.00                               | 22.00 %         |
| 900 - CAPITAL OUTLAY                                            | 61,928.00                | 61,928.00               | 0.00               | 33,464.00           | 28,464.00                              | 54.04 %         |
| 990 - TRANSFERS                                                 | 62,500.00                | 62,500.00               | 0.00               | 0.00                | 62,500.00                              | 0.00 %          |
| <b>Department: 195 - TRANSFERS TO OTHER AGENCIES Total:</b>     | <b>162,678.00</b>        | <b>162,678.00</b>       | <b>0.84</b>        | <b>57,023.84</b>    | <b>105,654.16</b>                      | <b>35.05 %</b>  |
| <b>Department: 196 - CEMETERY ADMINISTRATION</b>                |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                      | 31,000.00                | 31,000.00               | 6,400.00           | 28,333.00           | 2,667.00                               | 91.40 %         |
| <b>Department: 196 - CEMETERY ADMINISTRATION Total:</b>         | <b>31,000.00</b>         | <b>31,000.00</b>        | <b>6,400.00</b>    | <b>28,333.00</b>    | <b>2,667.00</b>                        | <b>91.40 %</b>  |
| <b>Department: 197 - ENGINEERING</b>                            |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 203,545.00               | 203,545.00              | 15,282.14          | 82,905.96           | 120,639.04                             | 40.73 %         |
| 500 - SUPPLIES                                                  | 2,050.00                 | 2,050.00                | 92.21              | 318.07              | 1,731.93                               | 15.52 %         |
| 600 - CONTRACTUAL SERVICES                                      | 18,500.00                | 18,500.00               | 934.94             | 4,685.40            | 13,814.60                              | 25.33 %         |
| 800 - DEBT SERVICE                                              | 5,245.00                 | 5,245.00                | 436.95             | 2,184.73            | 3,060.27                               | 41.65 %         |
| 900 - CAPITAL OUTLAY                                            | 3,000.00                 | 3,000.00                | 0.00               | 0.00                | 3,000.00                               | 0.00 %          |
| <b>Department: 197 - ENGINEERING Total:</b>                     | <b>232,340.00</b>        | <b>232,340.00</b>       | <b>16,746.24</b>   | <b>90,094.16</b>    | <b>142,245.84</b>                      | <b>38.78 %</b>  |
| <b>Department: 200 - POLICE ADMINISTRATION</b>                  |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 107,235.00               | 107,235.00              | 8,473.12           | 46,387.37           | 60,847.63                              | 43.26 %         |
| <b>Department: 200 - POLICE ADMINISTRATION Total:</b>           | <b>107,235.00</b>        | <b>107,235.00</b>       | <b>8,473.12</b>    | <b>46,387.37</b>    | <b>60,847.63</b>                       | <b>43.26 %</b>  |
| <b>Department: 201 - POLICE DEPARTMENT</b>                      |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                        | 3,804,865.00             | 3,804,865.00            | 288,344.55         | 1,564,424.28        | 2,240,440.72                           | 41.12 %         |
| 500 - SUPPLIES                                                  | 426,000.00               | 426,000.00              | 39,347.11          | 174,508.94          | 251,491.06                             | 40.96 %         |
| 600 - CONTRACTUAL SERVICES                                      | 422,350.00               | 422,350.00              | 42,726.43          | 224,145.19          | 198,204.81                             | 53.07 %         |
| 800 - DEBT SERVICE                                              | 110,288.00               | 110,288.00              | 27,571.98          | 55,143.96           | 55,144.04                              | 50.00 %         |
| 900 - CAPITAL OUTLAY                                            | 50,000.00                | 50,000.00               | 210.00             | 17,817.95           | 32,182.05                              | 35.64 %         |
| <b>Department: 201 - POLICE DEPARTMENT Total:</b>               | <b>4,813,503.00</b>      | <b>4,813,503.00</b>     | <b>398,200.07</b>  | <b>2,036,040.32</b> | <b>2,777,462.68</b>                    | <b>42.30 %</b>  |

## Budget Report

For Fiscal: 2018-2019 Period Ending: 02/28/2019

| Categor...                                                          | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|---------------------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|-----------------|
| <b>Department: 240 - POLICE-COMMUNICATION SERV</b>                  |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                          | 10,000.00                | 10,000.00               | 0.00               | 0.00                | 10,000.00                              | 0.00 %          |
| <b>Department: 240 - POLICE-COMMUNICATION SERV Total:</b>           | <b>10,000.00</b>         | <b>10,000.00</b>        | <b>0.00</b>        | <b>0.00</b>         | <b>10,000.00</b>                       | <b>0.00 %</b>   |
| <b>Department: 245 - DISPATCHERS</b>                                |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 284,730.00               | 284,730.00              | 25,616.86          | 144,694.54          | 140,035.46                             | 50.82 %         |
| <b>Department: 245 - DISPATCHERS Total:</b>                         | <b>284,730.00</b>        | <b>284,730.00</b>       | <b>25,616.86</b>   | <b>144,694.54</b>   | <b>140,035.46</b>                      | <b>50.82 %</b>  |
| <b>Department: 254 - DUI GRANT</b>                                  |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 112,825.00               | 112,825.00              | 5,607.14           | 27,697.40           | 85,127.60                              | 24.55 %         |
| 600 - CONTRACTUAL SERVICES                                          | 1,000.00                 | 1,000.00                | 0.00               | 0.00                | 1,000.00                               | 0.00 %          |
| 900 - CAPITAL OUTLAY                                                | 500.00                   | 500.00                  | 0.00               | 0.00                | 500.00                                 | 0.00 %          |
| <b>Department: 254 - DUI GRANT Total:</b>                           | <b>114,325.00</b>        | <b>114,325.00</b>       | <b>5,607.14</b>    | <b>27,697.40</b>    | <b>86,627.60</b>                       | <b>24.23 %</b>  |
| <b>Department: 260 - FIRE ADMINISTRATION</b>                        |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 105,165.00               | 105,165.00              | 8,087.30           | 44,433.30           | 60,731.70                              | 42.25 %         |
| <b>Department: 260 - FIRE ADMINISTRATION Total:</b>                 | <b>105,165.00</b>        | <b>105,165.00</b>       | <b>8,087.30</b>    | <b>44,433.30</b>    | <b>60,731.70</b>                       | <b>42.25 %</b>  |
| <b>Department: 261 - FIRE DEPARTMENT</b>                            |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 3,513,530.00             | 3,513,530.00            | 286,645.30         | 1,565,935.78        | 1,947,594.22                           | 44.57 %         |
| 500 - SUPPLIES                                                      | 100,350.00               | 100,350.00              | 9,352.88           | 44,780.60           | 55,569.40                              | 44.62 %         |
| 600 - CONTRACTUAL SERVICES                                          | 318,510.00               | 318,510.00              | 27,770.29          | 141,351.95          | 177,158.05                             | 44.38 %         |
| 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS                            | 0.00                     | 0.00                    | 599.99             | 30,800.12           | -30,800.12                             | 0.00 %          |
| 900 - CAPITAL OUTLAY                                                | 75,000.00                | 75,000.00               | 1,269.00           | 7,744.87            | 67,255.13                              | 10.33 %         |
| <b>Department: 261 - FIRE DEPARTMENT Total:</b>                     | <b>4,007,390.00</b>      | <b>4,007,390.00</b>     | <b>325,637.46</b>  | <b>1,790,613.32</b> | <b>2,216,776.68</b>                    | <b>44.68 %</b>  |
| <b>Department: 281 - BUILDING/CODES OFFICE</b>                      |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 220,050.00               | 220,050.00              | 18,008.84          | 100,840.29          | 119,209.71                             | 45.83 %         |
| 500 - SUPPLIES                                                      | 6,700.00                 | 6,700.00                | 211.56             | 1,039.21            | 5,660.79                               | 15.51 %         |
| 600 - CONTRACTUAL SERVICES                                          | 24,500.00                | 24,500.00               | 1,288.71           | 7,629.76            | 16,870.24                              | 31.14 %         |
| 800 - DEBT SERVICE                                                  | 6,940.00                 | 6,940.00                | 888.32             | 4,441.65            | 2,498.35                               | 64.00 %         |
| <b>Department: 281 - BUILDING/CODES OFFICE Total:</b>               | <b>258,190.00</b>        | <b>258,190.00</b>       | <b>20,397.43</b>   | <b>113,950.91</b>   | <b>144,239.09</b>                      | <b>44.13 %</b>  |
| <b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM</b>               |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                          | 14,000.00                | 14,000.00               | 176.21             | 16,656.17           | -2,656.17                              | 118.97 %        |
| <b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:</b>        | <b>14,000.00</b>         | <b>14,000.00</b>        | <b>176.21</b>      | <b>16,656.17</b>    | <b>-2,656.17</b>                       | <b>118.97 %</b> |
| <b>Department: 301 - STREET DEPARTMENT</b>                          |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 779,040.00               | 779,040.00              | 45,328.74          | 267,328.76          | 511,711.24                             | 34.32 %         |
| 500 - SUPPLIES                                                      | 194,500.00               | 194,500.00              | 8,599.84           | 51,436.30           | 143,063.70                             | 26.45 %         |
| 600 - CONTRACTUAL SERVICES                                          | 78,000.00                | 78,000.00               | 11,569.55          | 46,835.70           | 31,164.30                              | 60.05 %         |
| 800 - DEBT SERVICE                                                  | 44,865.00                | 44,865.00               | 451.38             | 8,569.00            | 36,296.00                              | 19.10 %         |
| 900 - CAPITAL OUTLAY                                                | 10,000.00                | 10,000.00               | 26,596.00          | 27,596.00           | -17,596.00                             | 275.96 %        |
| <b>Department: 301 - STREET DEPARTMENT Total:</b>                   | <b>1,106,405.00</b>      | <b>1,106,405.00</b>     | <b>92,545.51</b>   | <b>401,765.76</b>   | <b>704,639.24</b>                      | <b>36.31 %</b>  |
| <b>Department: 302 - STREET LIGHTING</b>                            |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                          | 490,000.00               | 490,000.00              | 40,272.06          | 200,062.09          | 289,937.91                             | 40.83 %         |
| <b>Department: 302 - STREET LIGHTING Total:</b>                     | <b>490,000.00</b>        | <b>490,000.00</b>       | <b>40,272.06</b>   | <b>200,062.09</b>   | <b>289,937.91</b>                      | <b>40.83 %</b>  |
| <b>Department: 360 - ANIMAL CONTROL</b>                             |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 87,930.00                | 87,930.00               | 6,683.22           | 37,900.56           | 50,029.44                              | 43.10 %         |
| 500 - SUPPLIES                                                      | 5,500.00                 | 5,500.00                | 4.00               | 10.00               | 5,490.00                               | 0.18 %          |
| 600 - CONTRACTUAL SERVICES                                          | 5,750.00                 | 5,750.00                | 422.29             | 5,362.06            | 387.94                                 | 93.25 %         |
| 900 - CAPITAL OUTLAY                                                | 125,000.00               | 125,000.00              | 0.00               | 62,500.00           | 62,500.00                              | 50.00 %         |
| <b>Department: 360 - ANIMAL CONTROL Total:</b>                      | <b>224,180.00</b>        | <b>224,180.00</b>       | <b>7,109.51</b>    | <b>105,772.62</b>   | <b>118,407.38</b>                      | <b>47.18 %</b>  |
| <b>Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK</b>        |                          |                         |                    |                     |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                          | 20,000.00                | 20,000.00               | 0.00               | 10,000.00           | 10,000.00                              | 50.00 %         |
| <b>Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:</b> | <b>20,000.00</b>         | <b>20,000.00</b>        | <b>0.00</b>        | <b>10,000.00</b>    | <b>10,000.00</b>                       | <b>50.00 %</b>  |
| <b>Department: 550 - PARKS AND REC DEPARTMENT</b>                   |                          |                         |                    |                     |                                        |                 |
| 400 - PERSONNEL SERVICES                                            | 749,545.00               | 749,545.00              | 60,897.35          | 299,368.13          | 450,176.87                             | 39.94 %         |
| 500 - SUPPLIES                                                      | 137,500.00               | 137,500.00              | 23,959.84          | 56,994.84           | 80,505.16                              | 41.45 %         |
| 600 - CONTRACTUAL SERVICES                                          | 852,000.00               | 852,000.00              | 49,005.08          | 233,789.87          | 618,210.13                             | 27.44 %         |

## Budget Report

For Fiscal: 2018-2019 Period Ending: 02/28/2019

| Categor...                                                         | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used    |
|--------------------------------------------------------------------|--------------------------|-------------------------|---------------------|---------------------|----------------------------------------|--------------------|
| 900 - CAPITAL OUTLAY                                               | 1,000.00                 | 1,000.00                | 90.00               | 387.51              | 612.49                                 | 38.75 %            |
| <b>Department: 550 - PARKS AND REC DEPARTMENT Total:</b>           | <b>1,740,045.00</b>      | <b>1,740,045.00</b>     | <b>133,952.27</b>   | <b>590,540.35</b>   | <b>1,149,504.65</b>                    | <b>33.94 %</b>     |
| <b>Department: 552 - PARK AND REC ACTIVITIES</b>                   |                          |                         |                     |                     |                                        |                    |
| 500 - SUPPLIES                                                     | 2,600.00                 | 2,600.00                | 0.00                | 3,583.80            | -983.80                                | 137.84 %           |
| 600 - CONTRACTUAL SERVICES                                         | 2,400.00                 | 2,400.00                | 0.00                | 0.00                | 2,400.00                               | 0.00 %             |
| <b>Department: 552 - PARK AND REC ACTIVITIES Total:</b>            | <b>5,000.00</b>          | <b>5,000.00</b>         | <b>0.00</b>         | <b>3,583.80</b>     | <b>1,416.20</b>                        | <b>71.68 %</b>     |
| <b>Department: 600 - CAPITAL PROJECTS</b>                          |                          |                         |                     |                     |                                        |                    |
| 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS                           | 20,000.00                | 20,000.00               | 0.00                | 5,878.05            | 14,121.95                              | 29.39 %            |
| 900 - CAPITAL OUTLAY                                               | 928,000.00               | 928,000.00              | 172,783.87          | 736,147.30          | 191,852.70                             | 79.33 %            |
| <b>Department: 600 - CAPITAL PROJECTS Total:</b>                   | <b>948,000.00</b>        | <b>948,000.00</b>       | <b>172,783.87</b>   | <b>742,025.35</b>   | <b>205,974.65</b>                      | <b>78.27 %</b>     |
| <b>Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS</b>        |                          |                         |                     |                     |                                        |                    |
| 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS                           | 15,500.00                | 15,500.00               | 0.00                | 60,500.00           | -45,000.00                             | 390.32 %           |
| 900 - CAPITAL OUTLAY                                               | 188,995.00               | 188,995.00              | 0.00                | 94,497.76           | 94,497.24                              | 50.00 %            |
| <b>Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:</b> | <b>204,495.00</b>        | <b>204,495.00</b>       | <b>0.00</b>         | <b>154,997.76</b>   | <b>49,497.24</b>                       | <b>75.80 %</b>     |
| <b>Department: 800 - DEBT SERVICE</b>                              |                          |                         |                     |                     |                                        |                    |
| 800 - DEBT SERVICE                                                 | 2,792,445.00             | 2,792,445.00            | 0.00                | 612,202.37          | 2,180,242.63                           | 21.92 %            |
| <b>Department: 800 - DEBT SERVICE Total:</b>                       | <b>2,792,445.00</b>      | <b>2,792,445.00</b>     | <b>0.00</b>         | <b>612,202.37</b>   | <b>2,180,242.63</b>                    | <b>21.92 %</b>     |
| <b>Department: 900 - INTERFUND TRANSACTIONS</b>                    |                          |                         |                     |                     |                                        |                    |
| 900 - CAPITAL OUTLAY                                               | 1,346,473.60             | 1,346,473.60            | 0.00                | 460.00              | 1,346,013.60                           | 0.03 %             |
| <b>Department: 900 - INTERFUND TRANSACTIONS Total:</b>             | <b>1,346,473.60</b>      | <b>1,346,473.60</b>     | <b>0.00</b>         | <b>460.00</b>       | <b>1,346,013.60</b>                    | <b>0.03 %</b>      |
| <b>Expense Total:</b>                                              | <b>21,773,100.00</b>     | <b>21,773,100.00</b>    | <b>1,514,128.42</b> | <b>8,364,531.15</b> | <b>13,408,568.85</b>                   | <b>38.42 %</b>     |
| <b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>                 | <b>-5,000.00</b>         | <b>-5,000.00</b>        | <b>2,777,753.79</b> | <b>2,771,290.17</b> | <b>2,776,290.17</b>                    | <b>55,425.80 %</b> |

## Budget Report

For Fiscal: 2018-2019 Period Ending: 02/28/2019

| Categor...                                                   | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|--------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 002 - RESTRICTED POLICE FUND</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                               |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                        |                          |                         |                    |                    |                                        |                 |
| 330 - FINES AND FORFEITS                                     | 10,000.00                | 10,000.00               | 0.00               | 3,908.00           | -6,092.00                              | 39.08 %         |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                     | 15,000.00                | 15,000.00               | 0.00               | 0.00               | -15,000.00                             | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>                 | <b>25,000.00</b>         | <b>25,000.00</b>        | <b>0.00</b>        | <b>3,908.00</b>    | <b>-21,092.00</b>                      | <b>15.63 %</b>  |
| <b>Revenue Total:</b>                                        | <b>25,000.00</b>         | <b>25,000.00</b>        | <b>0.00</b>        | <b>3,908.00</b>    | <b>-21,092.00</b>                      | <b>15.63 %</b>  |
| <b>Expense</b>                                               |                          |                         |                    |                    |                                        |                 |
| <b>Department: 251 - DRUG EDUCATION FUND</b>                 |                          |                         |                    |                    |                                        |                 |
| 500 - SUPPLIES                                               | 5,000.00                 | 5,000.00                | 915.83             | 2,376.08           | 2,623.92                               | 47.52 %         |
| 600 - CONTRACTUAL SERVICES                                   | 2,000.00                 | 2,000.00                | 0.00               | 0.00               | 2,000.00                               | 0.00 %          |
| 900 - CAPITAL OUTLAY                                         | 18,000.00                | 18,000.00               | 0.00               | 0.00               | 18,000.00                              | 0.00 %          |
| <b>Department: 251 - DRUG EDUCATION FUND Total:</b>          | <b>25,000.00</b>         | <b>25,000.00</b>        | <b>915.83</b>      | <b>2,376.08</b>    | <b>22,623.92</b>                       | <b>9.50 %</b>   |
| <b>Expense Total:</b>                                        | <b>25,000.00</b>         | <b>25,000.00</b>        | <b>915.83</b>      | <b>2,376.08</b>    | <b>22,623.92</b>                       | <b>9.50 %</b>   |
| <b>Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-915.83</b>     | <b>1,531.92</b>    | <b>1,531.92</b>                        | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 02/28/2019**

| Categor...                                                 | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 003 - RESTRICTED FIRE FUND</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                      |                          |                         |                    |                    |                                        |                 |
| 230 - INTERGOVERNMENTAL REVENUES                           | 134,000.00               | 134,000.00              | 0.00               | 0.00               | -134,000.00                            | 0.00 %          |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                   | 110,651.00               | 110,651.00              | 0.00               | 0.00               | -110,651.00                            | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>               | <b>244,651.00</b>        | <b>244,651.00</b>       | <b>0.00</b>        | <b>0.00</b>        | <b>-244,651.00</b>                     | <b>0.00 %</b>   |
| <b>Revenue Total:</b>                                      | <b>244,651.00</b>        | <b>244,651.00</b>       | <b>0.00</b>        | <b>0.00</b>        | <b>-244,651.00</b>                     | <b>0.00 %</b>   |
| <b>Expense</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 560 - RESTRICTED FIRE FUND</b>              |                          |                         |                    |                    |                                        |                 |
| 500 - SUPPLIES                                             | 3,000.00                 | 3,000.00                | 0.00               | 0.00               | 3,000.00                               | 0.00 %          |
| 600 - CONTRACTUAL SERVICES                                 | 26,000.00                | 26,000.00               | 0.00               | 9,954.64           | 16,045.36                              | 38.29 %         |
| 800 - DEBT SERVICE                                         | 105,651.00               | 105,651.00              | 1,555.67           | 102,539.52         | 3,111.48                               | 97.05 %         |
| 900 - CAPITAL OUTLAY                                       | 110,000.00               | 110,000.00              | 28,367.00          | 28,367.00          | 81,633.00                              | 25.79 %         |
| <b>Department: 560 - RESTRICTED FIRE FUND Total:</b>       | <b>244,651.00</b>        | <b>244,651.00</b>       | <b>29,922.67</b>   | <b>140,861.16</b>  | <b>103,789.84</b>                      | <b>57.58 %</b>  |
| <b>Expense Total:</b>                                      | <b>244,651.00</b>        | <b>244,651.00</b>       | <b>29,922.67</b>   | <b>140,861.16</b>  | <b>103,789.84</b>                      | <b>57.58 %</b>  |
| <b>Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-29,922.67</b>  | <b>-140,861.16</b> | <b>-140,861.16</b>                     | <b>0.00 %</b>   |

**Budget Report**
**For Fiscal: 2018-2019 Period Ending: 02/28/2019**

| Categor...                                         | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|----------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 015 - AIRPORT FUND</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                     |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>              |                          |                         |                    |                    |                                        |                 |
| 230 - INTERGOVERNMENTAL REVENUES                   | 70,951.00                | 70,951.00               | 7,982.00           | 39,023.00          | -31,928.00                             | 55.00 %         |
| 340 - MISCELLANEOUS                                | 110,100.00               | 110,100.00              | 7,500.00           | 37,795.00          | -72,305.00                             | 34.33 %         |
| 360 - CHARGES FOR SERVICES                         | 428,108.00               | 428,108.00              | 44,688.55          | 300,645.05         | -127,462.95                            | 70.23 %         |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS           | 400,000.00               | 400,000.00              | 0.00               | 0.00               | -400,000.00                            | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>       | <b>1,009,159.00</b>      | <b>1,009,159.00</b>     | <b>60,170.55</b>   | <b>377,463.05</b>  | <b>-631,695.95</b>                     | <b>37.40 %</b>  |
| <b>Revenue Total:</b>                              | <b>1,009,159.00</b>      | <b>1,009,159.00</b>     | <b>60,170.55</b>   | <b>377,463.05</b>  | <b>-631,695.95</b>                     | <b>37.40 %</b>  |
| <b>Expense</b>                                     |                          |                         |                    |                    |                                        |                 |
| <b>Department: 505 - AIRPORT</b>                   |                          |                         |                    |                    |                                        |                 |
| 400 - PERSONNEL SERVICES                           | 147,420.00               | 147,420.00              | 4,948.33           | 47,013.42          | 100,406.58                             | 31.89 %         |
| 500 - SUPPLIES                                     | 369,000.00               | 369,000.00              | 19,329.48          | 199,377.38         | 169,622.62                             | 54.03 %         |
| 600 - CONTRACTUAL SERVICES                         | 116,100.00               | 116,100.00              | 3,374.10           | 37,899.09          | 78,200.91                              | 32.64 %         |
| 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS           | 20,000.00                | 20,000.00               | 7,720.00           | 7,720.00           | 12,280.00                              | 38.60 %         |
| 900 - CAPITAL OUTLAY                               | 356,639.00               | 356,639.00              | 0.00               | 0.00               | 356,639.00                             | 0.00 %          |
| <b>Department: 505 - AIRPORT Total:</b>            | <b>1,009,159.00</b>      | <b>1,009,159.00</b>     | <b>35,371.91</b>   | <b>292,009.89</b>  | <b>717,149.11</b>                      | <b>28.94 %</b>  |
| <b>Expense Total:</b>                              | <b>1,009,159.00</b>      | <b>1,009,159.00</b>     | <b>35,371.91</b>   | <b>292,009.89</b>  | <b>717,149.11</b>                      | <b>28.94 %</b>  |
| <b>Fund: 015 - AIRPORT FUND Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>24,798.64</b>   | <b>85,453.16</b>   | <b>85,453.16</b>                       | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 02/28/2019**

| Categor...                                               | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|----------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 016 - RESTRICTED AIRPORT</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                           |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                    |                          |                         |                    |                    |                                        |                 |
| 230 - INTERGOVERNMENTAL REVENUES                         | 334,242.00               | 334,242.00              | 0.00               | 12,631.75          | -321,610.25                            | 3.78 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>             | <b>334,242.00</b>        | <b>334,242.00</b>       | <b>0.00</b>        | <b>12,631.75</b>   | <b>-321,610.25</b>                     | <b>3.78 %</b>   |
| <b>Revenue Total:</b>                                    | <b>334,242.00</b>        | <b>334,242.00</b>       | <b>0.00</b>        | <b>12,631.75</b>   | <b>-321,610.25</b>                     | <b>3.78 %</b>   |
| <b>Expense</b>                                           |                          |                         |                    |                    |                                        |                 |
| <b>Department: 515 - RESTRICTED PROJECTS</b>             |                          |                         |                    |                    |                                        |                 |
| 600 - CONTRACTUAL SERVICES                               | 100,274.00               | 100,274.00              | 0.00               | 0.00               | 100,274.00                             | 0.00 %          |
| 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS                 | 233,968.00               | 233,968.00              | 0.00               | 0.00               | 233,968.00                             | 0.00 %          |
| <b>Department: 515 - RESTRICTED PROJECTS Total:</b>      | <b>334,242.00</b>        | <b>334,242.00</b>       | <b>0.00</b>        | <b>0.00</b>        | <b>334,242.00</b>                      | <b>0.00 %</b>   |
| <b>Expense Total:</b>                                    | <b>334,242.00</b>        | <b>334,242.00</b>       | <b>0.00</b>        | <b>0.00</b>        | <b>334,242.00</b>                      | <b>0.00 %</b>   |
| <b>Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>12,631.75</b>   | <b>12,631.75</b>                       | <b>0.00 %</b>   |

## Budget Report

For Fiscal: 2018-2019 Period Ending: 02/28/2019

| Categor...                                                | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used  |
|-----------------------------------------------------------|--------------------------|-------------------------|--------------------|---------------------|----------------------------------------|------------------|
| <b>Fund: 022 - SANITATION</b>                             |                          |                         |                    |                     |                                        |                  |
| <b>Revenue</b>                                            |                          |                         |                    |                     |                                        |                  |
| <b>Department: 000 - UNDESIGNATED</b>                     |                          |                         |                    |                     |                                        |                  |
| 340 - MISCELLANEOUS                                       | 2,800,250.00             | 2,800,250.00            | 251,422.30         | 1,185,701.50        | -1,614,548.50                          | 42.34 %          |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                  | 605,000.00               | 605,000.00              | 0.00               | 5,586.00            | -599,414.00                            | 0.92 %           |
| <b>Department: 000 - UNDESIGNATED Total:</b>              | <b>3,405,250.00</b>      | <b>3,405,250.00</b>     | <b>251,422.30</b>  | <b>1,191,287.50</b> | <b>-2,213,962.50</b>                   | <b>34.98 %</b>   |
| <b>Revenue Total:</b>                                     | <b>3,405,250.00</b>      | <b>3,405,250.00</b>     | <b>251,422.30</b>  | <b>1,191,287.50</b> | <b>-2,213,962.50</b>                   | <b>34.98 %</b>   |
| <b>Expense</b>                                            |                          |                         |                    |                     |                                        |                  |
| <b>Department: 322 - SANITATION DEPARTMENT</b>            |                          |                         |                    |                     |                                        |                  |
| 400 - PERSONNEL SERVICES                                  | 1,078,070.00             | 1,078,070.00            | 79,557.30          | 489,013.06          | 589,056.94                             | 45.36 %          |
| 500 - SUPPLIES                                            | 304,500.00               | 304,500.00              | 47,039.31          | 174,651.62          | 129,848.38                             | 57.36 %          |
| 600 - CONTRACTUAL SERVICES                                | 755,250.00               | 755,250.00              | 54,664.62          | 373,884.15          | 381,365.85                             | 49.50 %          |
| 800 - DEBT SERVICE                                        | 97,192.00                | 97,192.00               | 9,916.75           | 41,405.15           | 55,786.85                              | 42.60 %          |
| 900 - CAPITAL OUTLAY                                      | 399,282.00               | 399,282.00              | 2,100.00           | 11,908.17           | 387,373.83                             | 2.98 %           |
| <b>Department: 322 - SANITATION DEPARTMENT Total:</b>     | <b>2,634,294.00</b>      | <b>2,634,294.00</b>     | <b>193,277.98</b>  | <b>1,090,862.15</b> | <b>1,543,431.85</b>                    | <b>41.41 %</b>   |
| <b>Department: 325 - RUBBISH</b>                          |                          |                         |                    |                     |                                        |                  |
| 400 - PERSONNEL SERVICES                                  | 36,125.00                | 36,125.00               | 0.00               | 11,374.89           | 24,750.11                              | 31.49 %          |
| 500 - SUPPLIES                                            | 3,500.00                 | 3,500.00                | 325.25             | 916.33              | 2,583.67                               | 26.18 %          |
| 600 - CONTRACTUAL SERVICES                                | 25,100.00                | 25,100.00               | 0.00               | 4,516.28            | 20,583.72                              | 17.99 %          |
| 800 - DEBT SERVICE                                        | 126,686.00               | 126,686.00              | 0.00               | 0.00                | 126,686.00                             | 0.00 %           |
| <b>Department: 325 - RUBBISH Total:</b>                   | <b>191,411.00</b>        | <b>191,411.00</b>       | <b>325.25</b>      | <b>16,807.50</b>    | <b>174,603.50</b>                      | <b>8.78 %</b>    |
| <b>Department: 329 - KEEP STARKVILLE BEAUTIFUL</b>        |                          |                         |                    |                     |                                        |                  |
| 500 - SUPPLIES                                            | 0.00                     | 0.00                    | 0.00               | 116.50              | -116.50                                | 0.00 %           |
| <b>Department: 329 - KEEP STARKVILLE BEAUTIFUL Total:</b> | <b>0.00</b>              | <b>0.00</b>             | <b>0.00</b>        | <b>116.50</b>       | <b>-116.50</b>                         | <b>0.00 %</b>    |
| <b>Department: 341 - LANDSCAPING</b>                      |                          |                         |                    |                     |                                        |                  |
| 400 - PERSONNEL SERVICES                                  | 314,145.00               | 314,145.00              | 24,282.22          | 140,128.58          | 174,016.42                             | 44.61 %          |
| 500 - SUPPLIES                                            | 36,750.00                | 36,750.00               | 606.58             | 10,093.65           | 26,656.35                              | 27.47 %          |
| 600 - CONTRACTUAL SERVICES                                | 47,750.00                | 47,750.00               | 5,424.20           | 24,372.85           | 23,377.15                              | 51.04 %          |
| 800 - DEBT SERVICE                                        | 70,400.00                | 70,400.00               | 7,684.09           | 30,241.85           | 40,158.15                              | 42.96 %          |
| <b>Department: 341 - LANDSCAPING Total:</b>               | <b>469,045.00</b>        | <b>469,045.00</b>       | <b>37,997.09</b>   | <b>204,836.93</b>   | <b>264,208.07</b>                      | <b>43.67 %</b>   |
| <b>Expense Total:</b>                                     | <b>3,294,750.00</b>      | <b>3,294,750.00</b>     | <b>231,600.32</b>  | <b>1,312,623.08</b> | <b>1,982,126.92</b>                    | <b>39.84 %</b>   |
| <b>Fund: 022 - SANITATION Surplus (Deficit):</b>          | <b>110,500.00</b>        | <b>110,500.00</b>       | <b>19,821.98</b>   | <b>-121,335.58</b>  | <b>-231,835.58</b>                     | <b>-109.81 %</b> |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 02/28/2019**

| Categor...                                             | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|--------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 023 - LANDFILL ACCOUNT</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                         |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                  |                          |                         |                    |                    |                                        |                 |
| 230 - INTERGOVERNMENTAL REVENUES                       | 40,000.00                | 40,000.00               | 0.00               | 5,581.81           | -34,418.19                             | 13.95 %         |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS               | 0.00                     | 0.00                    | 17.76              | 17.76              | 17.76                                  | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>           | <b>40,000.00</b>         | <b>40,000.00</b>        | <b>17.76</b>       | <b>5,599.57</b>    | <b>-34,400.43</b>                      | <b>14.00 %</b>  |
| <b>Revenue Total:</b>                                  | <b>40,000.00</b>         | <b>40,000.00</b>        | <b>17.76</b>       | <b>5,599.57</b>    | <b>-34,400.43</b>                      | <b>14.00 %</b>  |
| <b>Expense</b>                                         |                          |                         |                    |                    |                                        |                 |
| <b>Department: 323 - LANDFILL</b>                      |                          |                         |                    |                    |                                        |                 |
| 400 - PERSONNEL SERVICES                               | 860.00                   | 860.00                  | 0.00               | 0.00               | 860.00                                 | 0.00 %          |
| 500 - SUPPLIES                                         | 500.00                   | 500.00                  | 0.00               | 16.00              | 484.00                                 | 3.20 %          |
| 600 - CONTRACTUAL SERVICES                             | 113,000.00               | 113,000.00              | 2,091.70           | 7,748.10           | 105,251.90                             | 6.86 %          |
| <b>Department: 323 - LANDFILL Total:</b>               | <b>114,360.00</b>        | <b>114,360.00</b>       | <b>2,091.70</b>    | <b>7,764.10</b>    | <b>106,595.90</b>                      | <b>6.79 %</b>   |
| <b>Expense Total:</b>                                  | <b>114,360.00</b>        | <b>114,360.00</b>       | <b>2,091.70</b>    | <b>7,764.10</b>    | <b>106,595.90</b>                      | <b>6.79 %</b>   |
| <b>Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):</b> | <b>-74,360.00</b>        | <b>-74,360.00</b>       | <b>-2,073.94</b>   | <b>-2,164.53</b>   | <b>72,195.47</b>                       | <b>2.91 %</b>   |

## Budget Report

For Fiscal: 2018-2019 Period Ending: 02/28/2019

| Categor...                                                 | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 107 - COMPUTER ASSESSMENTS</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                      |                          |                         |                    |                    |                                        |                 |
| 330 - FINES AND FORFEITS                                   | 30,000.00                | 30,000.00               | 0.00               | 13,631.00          | -16,369.00                             | 45.44 %         |
| <b>Department: 000 - UNDESIGNATED Total:</b>               | <b>30,000.00</b>         | <b>30,000.00</b>        | <b>0.00</b>        | <b>13,631.00</b>   | <b>-16,369.00</b>                      | <b>45.44 %</b>  |
| <b>Revenue Total:</b>                                      | <b>30,000.00</b>         | <b>30,000.00</b>        | <b>0.00</b>        | <b>13,631.00</b>   | <b>-16,369.00</b>                      | <b>45.44 %</b>  |
| <b>Expense</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 112 - COMPUTER ASSESMENTS</b>               |                          |                         |                    |                    |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                 | 30,000.00                | 30,000.00               | 175.00             | 23,518.62          | 6,481.38                               | 78.40 %         |
| <b>Department: 112 - COMPUTER ASSESMENTS Total:</b>        | <b>30,000.00</b>         | <b>30,000.00</b>        | <b>175.00</b>      | <b>23,518.62</b>   | <b>6,481.38</b>                        | <b>78.40 %</b>  |
| <b>Expense Total:</b>                                      | <b>30,000.00</b>         | <b>30,000.00</b>        | <b>175.00</b>      | <b>23,518.62</b>   | <b>6,481.38</b>                        | <b>78.40 %</b>  |
| <b>Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-175.00</b>     | <b>-9,887.62</b>   | <b>-9,887.62</b>                       | <b>0.00 %</b>   |

**Budget Report**

**For Fiscal: 2018-2019 Period Ending: 02/28/2019**

| Categor...                                                 | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 303 - INDUSTRIAL PARK BOND</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                      |                          |                         |                    |                    |                                        |                 |
| 340 - MISCELLANEOUS                                        | 10,000.00                | 10,000.00               | 4,846.16           | 20,498.57          | 10,498.57                              | 204.99 %        |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                   | 4,000,000.00             | 4,000,000.00            | 0.00               | 0.00               | -4,000,000.00                          | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>               | <b>4,010,000.00</b>      | <b>4,010,000.00</b>     | <b>4,846.16</b>    | <b>20,498.57</b>   | <b>-3,989,501.43</b>                   | <b>0.51 %</b>   |
| <b>Revenue Total:</b>                                      | <b>4,010,000.00</b>      | <b>4,010,000.00</b>     | <b>4,846.16</b>    | <b>20,498.57</b>   | <b>-3,989,501.43</b>                   | <b>0.51 %</b>   |
| <b>Expense</b>                                             |                          |                         |                    |                    |                                        |                 |
| <b>Department: 600 - CAPITAL PROJECTS</b>                  |                          |                         |                    |                    |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                 | 2,500,000.00             | 2,500,000.00            | 234,322.19         | 595,971.47         | 1,904,028.53                           | 23.84 %         |
| 900 - CAPITAL OUTLAY                                       | 1,510,000.00             | 1,510,000.00            | 0.00               | 0.00               | 1,510,000.00                           | 0.00 %          |
| <b>Department: 600 - CAPITAL PROJECTS Total:</b>           | <b>4,010,000.00</b>      | <b>4,010,000.00</b>     | <b>234,322.19</b>  | <b>595,971.47</b>  | <b>3,414,028.53</b>                    | <b>14.86 %</b>  |
| <b>Expense Total:</b>                                      | <b>4,010,000.00</b>      | <b>4,010,000.00</b>     | <b>234,322.19</b>  | <b>595,971.47</b>  | <b>3,414,028.53</b>                    | <b>14.86 %</b>  |
| <b>Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-229,476.03</b> | <b>-575,472.90</b> | <b>-575,472.90</b>                     | <b>0.00 %</b>   |

## Budget Report

For Fiscal: 2018-2019 Period Ending: 02/28/2019

| Categor...                                                          | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used |
|---------------------------------------------------------------------|--------------------------|-------------------------|--------------------|--------------------|----------------------------------------|-----------------|
| <b>Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018</b>                    |                          |                         |                    |                    |                                        |                 |
| <b>Revenue</b>                                                      |                          |                         |                    |                    |                                        |                 |
| <b>Department: 000 - UNDESIGNATED</b>                               |                          |                         |                    |                    |                                        |                 |
| 340 - MISCELLANEOUS                                                 | 1,250.00                 | 1,250.00                | 3,479.13           | 15,130.70          | 13,880.70                              | 1,210.46 %      |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                            | 3,000,000.00             | 3,000,000.00            | 0.00               | 0.00               | -3,000,000.00                          | 0.00 %          |
| <b>Department: 000 - UNDESIGNATED Total:</b>                        | <b>3,001,250.00</b>      | <b>3,001,250.00</b>     | <b>3,479.13</b>    | <b>15,130.70</b>   | <b>-2,986,119.30</b>                   | <b>0.50 %</b>   |
| <b>Revenue Total:</b>                                               | <b>3,001,250.00</b>      | <b>3,001,250.00</b>     | <b>3,479.13</b>    | <b>15,130.70</b>   | <b>-2,986,119.30</b>                   | <b>0.50 %</b>   |
| <b>Expense</b>                                                      |                          |                         |                    |                    |                                        |                 |
| <b>Department: 600 - CAPITAL PROJECTS</b>                           |                          |                         |                    |                    |                                        |                 |
| 600 - CONTRACTUAL SERVICES                                          | 10,000.00                | 10,000.00               | 0.00               | 2,596.50           | 7,403.50                               | 25.97 %         |
| 900 - CAPITAL OUTLAY                                                | 2,991,250.00             | 2,991,250.00            | 176,581.95         | 518,404.14         | 2,472,845.86                           | 17.33 %         |
| <b>Department: 600 - CAPITAL PROJECTS Total:</b>                    | <b>3,001,250.00</b>      | <b>3,001,250.00</b>     | <b>176,581.95</b>  | <b>521,000.64</b>  | <b>2,480,249.36</b>                    | <b>17.36 %</b>  |
| <b>Expense Total:</b>                                               | <b>3,001,250.00</b>      | <b>3,001,250.00</b>     | <b>176,581.95</b>  | <b>521,000.64</b>  | <b>2,480,249.36</b>                    | <b>17.36 %</b>  |
| <b>Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>-173,102.82</b> | <b>-505,869.94</b> | <b>-505,869.94</b>                     | <b>0.00 %</b>   |

## Budget Report

For Fiscal: 2018-2019 Period Ending: 02/28/2019

| Categor...                                                 | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Used   |
|------------------------------------------------------------|--------------------------|-------------------------|---------------------|---------------------|----------------------------------------|-------------------|
| <b>Fund: 375 - PARK AND REC TOURISM</b>                    |                          |                         |                     |                     |                                        |                   |
| <b>Revenue</b>                                             |                          |                         |                     |                     |                                        |                   |
| <b>Department: 000 - UNDESIGNATED</b>                      |                          |                         |                     |                     |                                        |                   |
| 230 - INTERGOVERNMENTAL REVENUES                           | 810,000.00               | 810,000.00              | 64,252.08           | 360,342.62          | -449,657.38                            | 44.49 %           |
| 380 - TRANSFERS AND NON REVENUE RECEIPTS                   | 650,000.00               | 650,000.00              | 0.00                | 0.00                | -650,000.00                            | 0.00 %            |
| <b>Department: 000 - UNDESIGNATED Total:</b>               | <b>1,460,000.00</b>      | <b>1,460,000.00</b>     | <b>64,252.08</b>    | <b>360,342.62</b>   | <b>-1,099,657.38</b>                   | <b>24.68 %</b>    |
| <b>Revenue Total:</b>                                      | <b>1,460,000.00</b>      | <b>1,460,000.00</b>     | <b>64,252.08</b>    | <b>360,342.62</b>   | <b>-1,099,657.38</b>                   | <b>24.68 %</b>    |
| <b>Expense</b>                                             |                          |                         |                     |                     |                                        |                   |
| <b>Department: 551 - PARK &amp; REC TOURISM</b>            |                          |                         |                     |                     |                                        |                   |
| 800 - DEBT SERVICE                                         | 238,566.00               | 238,566.00              | 5,589.75            | 15,113.25           | 223,452.75                             | 6.34 %            |
| 900 - CAPITAL OUTLAY                                       | 971,434.00               | 971,434.00              | 0.00                | 38,571.00           | 932,863.00                             | 3.97 %            |
| 950 - TRANSFERS                                            | 250,000.00               | 250,000.00              | 0.00                | 125,000.00          | 125,000.00                             | 50.00 %           |
| <b>Department: 551 - PARK &amp; REC TOURISM Total:</b>     | <b>1,460,000.00</b>      | <b>1,460,000.00</b>     | <b>5,589.75</b>     | <b>178,684.25</b>   | <b>1,281,315.75</b>                    | <b>12.24 %</b>    |
| <b>Expense Total:</b>                                      | <b>1,460,000.00</b>      | <b>1,460,000.00</b>     | <b>5,589.75</b>     | <b>178,684.25</b>   | <b>1,281,315.75</b>                    | <b>12.24 %</b>    |
| <b>Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):</b> | <b>0.00</b>              | <b>0.00</b>             | <b>58,662.33</b>    | <b>181,658.37</b>   | <b>181,658.37</b>                      | <b>0.00 %</b>     |
| <b>Report Surplus (Deficit):</b>                           | <b>31,140.00</b>         | <b>31,140.00</b>        | <b>2,445,370.45</b> | <b>1,696,973.64</b> | <b>1,665,833.64</b>                    | <b>5,449.50 %</b> |

## Fund Summary

| Fund                             | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) |
|----------------------------------|--------------------------|-------------------------|---------------------|---------------------|----------------------------------------|
| 001 - GENERAL FUND               | -5,000.00                | -5,000.00               | 2,777,753.79        | 2,771,290.17        | 2,776,290.17                           |
| 002 - RESTRICTED POLICE FUND     | 0.00                     | 0.00                    | -915.83             | 1,531.92            | 1,531.92                               |
| 003 - RESTRICTED FIRE FUND       | 0.00                     | 0.00                    | -29,922.67          | -140,861.16         | -140,861.16                            |
| 015 - AIRPORT FUND               | 0.00                     | 0.00                    | 24,798.64           | 85,453.16           | 85,453.16                              |
| 016 - RESTRICTED AIRPORT         | 0.00                     | 0.00                    | 0.00                | 12,631.75           | 12,631.75                              |
| 022 - SANITATION                 | 110,500.00               | 110,500.00              | 19,821.98           | -121,335.58         | -231,835.58                            |
| 023 - LANDFILL ACCOUNT           | -74,360.00               | -74,360.00              | -2,073.94           | -2,164.53           | 72,195.47                              |
| 107 - COMPUTER ASSESSMENTS       | 0.00                     | 0.00                    | -175.00             | -9,887.62           | -9,887.62                              |
| 303 - INDUSTRIAL PARK BOND       | 0.00                     | 0.00                    | -229,476.03         | -575,472.90         | -575,472.90                            |
| 319 - PUBLIC IMPROVEMENT BOND    | 0.00                     | 0.00                    | -173,102.82         | -505,869.94         | -505,869.94                            |
| 375 - PARK AND REC TOURISM       | 0.00                     | 0.00                    | 58,662.33           | 181,658.37          | 181,658.37                             |
| <b>Report Surplus (Deficit):</b> | <b>31,140.00</b>         | <b>31,140.00</b>        | <b>2,445,370.45</b> | <b>1,696,973.64</b> | <b>1,665,833.64</b>                    |



**Starkville Utilities – Electric Department  
Budget Year 2019 (10/2018-9/2019) Report  
As of February 28, 2019**

**\*\*PRELIMINARY**

|                        | <b>Total<br/>2019<br/>Budget</b> | <b>Period<br/>Activity</b> | <b>Budget<br/>Year-to-Date<br/>Activity</b> | <b>Variance<br/>Favorable<br/>(Unfavorable)</b> | <b>Percent<br/>Used</b> |
|------------------------|----------------------------------|----------------------------|---------------------------------------------|-------------------------------------------------|-------------------------|
| <b><u>Revenues</u></b> |                                  |                            |                                             |                                                 |                         |
| Electric Sales         | \$ 42,483,000                    | \$ 3,166,017               | \$ 15,864,689                               | (26,618,311)                                    | 37.34%                  |
| Other Revenue          | 1,305,000                        | 170,428                    | 944,844                                     | (360,156)                                       | 72.40%                  |
| <b>Total Revenue</b>   | <b>\$ 43,788,000</b>             | <b>\$ 3,336,445</b>        | <b>\$ 16,809,533</b>                        | <b>(26,978,467)</b>                             | <b>38.39%</b>           |

|                         |                      |                     |                      |                   |               |
|-------------------------|----------------------|---------------------|----------------------|-------------------|---------------|
| <b><u>Expenses</u></b>  |                      |                     |                      |                   |               |
| Purchased Power Expense | \$ 34,369,920        | \$ 2,277,821        | \$ 12,423,723        | 21,946,198        | 36.15%        |
| Payroll Expenses        | 2,326,444            | 177,393             | 985,472              | 1,340,972         | 42.36%        |
| Operating Expenses      | 949,500              | 83,537              | 575,366              | 374,134           | 60.60%        |
| Maintenance Expense     | 945,000              | 121,231             | 644,173              | 300,827           | 68.17%        |
| Capital Expense         | 2,809,290            | 163,902             | 706,458              | 2,102,832         | 25.15%        |
| Tax Equivalency         | 1,365,000            | 113,750             | 568,750              | 796,250           | 41.67%        |
| Debt Expense            | 778,675              | 3,373               | 436,865              | 341,810           | 56.10%        |
| <b>Total Expenses</b>   | <b>\$ 43,543,829</b> | <b>\$ 2,941,007</b> | <b>\$ 16,340,806</b> | <b>27,203,023</b> | <b>37.53%</b> |

|                                    |                   |                   |                   |                   |                |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| <b>Total Revenue Over Expenses</b> | <b>\$ 244,171</b> | <b>\$ 395,438</b> | <b>\$ 468,727</b> | <b>\$ 224,556</b> | <b>191.97%</b> |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|----------------|

**\*\*Note: Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.**



**Starkville Utilities – Water & Sewer Department**  
**Budget Year 2019 (10/2018-9/2019) Report**  
**As of February 28, 2019**

**\*\*PRELIMINARY**

|                                     | <b>Total<br/>2019<br/>Budget</b> | <b>Period<br/>Activity</b> | <b>Budget<br/>Year-to-Date<br/>Activity</b> | <b>Variance<br/>Favorable<br/>(Unfavorable)</b> | <b>Percent<br/>Used</b> |
|-------------------------------------|----------------------------------|----------------------------|---------------------------------------------|-------------------------------------------------|-------------------------|
| <b><u>Revenues</u></b>              |                                  |                            |                                             |                                                 |                         |
| Water & Sewer Sales Revenues        | \$ 7,700,000                     | \$ 573,921                 | \$ 2,620,156                                | (5,079,844)                                     | 34.03%                  |
| Other Revenues                      | 1,687,588                        | 18,587                     | 137,227                                     | (1,550,361)                                     | 8.13%                   |
| <b>Total Revenues</b>               | <b>\$ 9,387,588</b>              | <b>\$ 592,508</b>          | <b>\$ 2,757,383</b>                         | <b>(6,630,205)</b>                              | <b>29.37%</b>           |
| <b><u>Expenses</u></b>              |                                  |                            |                                             |                                                 |                         |
| Payroll Expense                     | \$ 1,687,477                     | \$ 149,625                 | \$ 724,521                                  | 962,956                                         | 42.94%                  |
| Operating Expense                   | 1,472,000                        | 116,751                    | 636,025                                     | 835,975                                         | 43.21%                  |
| Maintenance Expense                 | 1,206,000                        | 101,069                    | 713,162                                     | 492,838                                         | 59.13%                  |
| Capital Expense                     | 3,444,000                        | 250,741                    | 843,401                                     | 2,600,599                                       | 24.49%                  |
| Debt Expense                        | 855,643                          | 80,679                     | 357,940                                     | 497,703                                         | 41.83%                  |
| <b>Total Expenses</b>               | <b>\$ 8,665,120</b>              | <b>\$ 698,865</b>          | <b>\$ 3,275,050</b>                         | <b>5,390,070</b>                                | <b>37.80%</b>           |
| <b>Total Revenues Over Expenses</b> | <b>\$ 722,468</b>                | <b>\$ (106,357)</b>        | <b>\$ (517,667)</b>                         | <b>\$ (1,240,135)</b>                           | <b>-71.65%</b>          |

**\*\*Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.

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

**AGENDA ITEM DEPT:** Human Resources  
**AGENDA DATE:** March 19, 2019  
**Page:** 1

**SUBJECT:**

Request authorization to advertise for a Radio Operator (Dispatcher) in the Starkville Police Department.

**AMOUNT & SOURCE OF FUNDING:**

Salary Grade 6, range of \$24,960.00 (\$12.00) - \$26,000.00 (\$12.50), based on 2080 hours.

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

This position was previously held by Alisha Cole who voluntarily resigned.

**REQUESTING DEPARTMENT:**

Starkville Police Department

**DIRECTOR'S AUTHORIZATION:**

Chief R. Frank Nicholas, Police Chief

**FOR MORE INFORMATION CONTACT:**

Nav Ashford, Human Resources Director

**SUGGESTED MOTION:**

Move approval to advertise for a Radio Operator (Dispatcher) in the Starkville Police Department.



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

**AGENDA ITEM DEPT:** Human Resource  
**AGENDA DATE:** March 19, 2019  
**Page:** 1

**SUBJECT:**

Request authorization to advertise for a Metering Infrastructure Administrator in the Starkville Utilities Department.

**AMOUNT & SOURCE OF FUNDING:**

Salary grade 13, salary range of \$45,000.00 (\$21.63) - \$52,000 (\$25.00) based on 2080 hours.

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

This position was held by Tommie Stinson 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 Metering Infrastructure Administrator in the Starkville Utilities Department.

**CITY OF STARKVILLE**  
**JOB DESCRIPTION**

**Title: Metering Infrastructure Administrator**  
**Reports to: Utilities Manager**  
**Date Prepared: 02/25/2019**

**Department: Utilities**  
**Classification: Exempt**  
**Approved by Board:**

**GENERAL POSITION SUMMARY:**

This position is responsible for the coordination, testing and planning of advanced metering infrastructure (AMI) and meter systems applications for electric and water such as electronic meters, electronic meter cables and smart point transmitters and related field work and collection activities.

**ESSENTIAL JOB FUNCTIONS:**

- Perform work involved in the reading, testing, programming, installation, maintenance, removal, repair, and replacement of automatic meter reading components, and manual meter reading as needed for proper regulation of water usage and customer billing.
- Researches, analyzes and interprets electronic data using various forms of electronic devices and related software to resolve and respond to customer inquiries, water and electric usage, work orders and daily work assignments.
- Monitor and manage AMI system alerts, analyze alerts and create reports, and take action when required.
- Investigate and resolve non-reporting and/or connectivity issue reporting and troubleshooting.
- Troubleshoot meter no reads and reading discrepancies; analyze and correct meter and account data relative to AMI.
- Work specific problems such as high bills, flagged problems and leaks; Perform verification of readings, and communicating with billing and operations departments about meter issues.
- Perform field investigations and repairs or coordinate repairs; monitor and report diversions and tampers; perform and coordinate water service turn on and turn off procedures.
- Maintain the read performance of the Advanced Metering Infrastructure (AMI) system, ensuring the integrity, reliability, accuracy and availability of meter data are maintained at all times.
- Coordinate calibration of meters to ensure reporting accuracy.
- Assist customer service on issues related to the AMI and metering system are investigated and addressed in a timely manner.
- Ensure meter reads are taken prior to the billing deadline for each cycle.
- Responsible for collecting radio reads through parts of the Utilities system on a monthly basis.
- Perform other duties as assigned.

**KNOWLEDGE of, SKILLS AND ABILITIES to:**

- Knowledge of City Streets.
- Knowledge of wireless mesh networks (WMN).
- Knowledge of the operations and maintenance of automated metering systems, repair and installation methods, material and equipment.
- Perform semi-skilled general maintenance and construction tasks; perform heavy physical labor.
- Skill in customer service and communicating with customers.
- Ability to understand and follow written and oral instructions.
- Ability to read maps to find service addresses.
- Ability to read meters manually within assigned routes.
- Ability to work well within a team environment and independently.
- Ability to work alternative schedules or shifts as requested by supervisor to cover after hour services
- Familiarity with fiber networks.

**EDUCATION AND/OR EXPERIENCE REQUIRED:**

- Associates in Engineering, Technology or related degree
- 2 Years' Experience in Utilities
- Demonstrated supervisory or management experience; Experience implementing organizational change and process improvements.

- Must be computer literate – This position will be heavily computer based (Including but not limited to Microsoft Office Proficiency, AMI software, and all GSuite Programs.
- Must possess a valid MS driver's license and acceptable MVR.

**Preferred QUALIFICATIONS:**

- Bachelor's degree in Computer Science, Engineering, or Business Administration.
- Three (3) years of prior relevant experience in in Advanced Metering Infrastructure Systems (AMI) in a water and/or electric utility, or related field.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT:**

**Environment:** Work is primarily performed outside in and around heavy traffic in sometimes adverse weather conditions. Work exposes the employee to hazards associated with traffic, chemicals, fumes, bees, dust, vibrations from machinery or blasting, and loud noise levels. Protective equipment is required such as gloves, orange vests protective eyewear, work shoes or boots and coveralls. The employee must occasionally travel to other locations using various modes of private and commercial transportation, and verbally communicate to exchange information.

**Physical:** Work requires the physical ability to perform heavy and sustained lifting and carrying of equipment, materials, and supplies; physical exertion requiring crawling, pushing and pulling; and standing or sitting for extended periods of time. Work also involves walking on uneven terrain; squatting, bending and stooping; and climbing on and off of machinery and lifting of objects weighing up to 75 lbs.

*The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

*The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.*

*Regular and consistent attendance is a condition of continuing employment.*

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.



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

**AGENDA ITEM DEPT:** Human Resources  
**AGENDA DATE:** March 19, 2019  
**Page:** 1

**SUBJECT:**

Request authorization to hire Allison Story as a part-time Customer Service Representative in the Starkville Utilities Department.

**AMOUNT & SOURCE OF FUNDING**

This position will be paid for actual hours worked at \$11.00 per hour. This position will not be eligible for benefits.

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

This position was previously held by Bailey Cristwell 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 hire Allison Story as a part-time Customer Service Representative in the Starkville Utilities Department.



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

**AGENDA ITEM DEPT.:** Park  
**AGENDA DATE:** 3-19-2019  
**PAGE:** 1

**SUBJECT:** Consideration of approval of a lease agreement with Bank First Leasing, LLC over four years at 3.49% interest for the lease purchase of a John Deere 9009 Terrain Cut Mower to be used by Starkville Park and Recreation Dept.

**AMOUNT & SOURCE OF FUNDING:** 001-550-820-874 Principal and 001-550-830-873 Interest

**AUTHORIZATION HISTORY:** The City of Starkville authorized the advertising by the City Clerk / CFO for quotes for lease purchase financing at the February 19, 2019 meeting.

Two quotes were received: Bancorp South – 4.14%      BankFirst - 3.49%

**REQUESTING  
DEPARTMENT:** Park and Rec Dept

**DIRECTOR'S  
AUTHORIZATION:** Gerry Logan

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

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**SUGGESTED MOTION:**

Approval of a lease agreement with Bank First Leasing, LLC over four years at 3.49% interest for the lease purchase of a John Deere 9009 Terrain Cut Mower to be used by Starkville Park and Recreation Dept.



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

**AGENDA ITEM DEPT.:** Board of Aldermen  
**AGENDA DATE:** March 19, 2019  
**PAGE:** 1 of 26

**SUBJECT:** Consent to apply for Recreational Trails Grant Program through Mississippi Department of Wildlife, Fisheries and Parks.

**AMOUNT & SOURCE OF FUNDING:** \$24,000 in-kind services from City of Starkville for clearing/grading of the trail to be split between Starkville Parks and Recreation Department and City Engineering and Streets Department.

**FISCAL NOTE:**

| <b>MDWFP Funds Requested/Proposed Budget</b>                        |           |
|---------------------------------------------------------------------|-----------|
| 2,300 ft Asphalt Trail Material (6" limestone base with 2" asphalt) | \$45,000  |
| 200 ft Concrete Trail Material                                      | \$20,000  |
| Other Infrastructure (lights and drain pipes)                       | \$29,000  |
| Benches (every 200 ft)                                              | \$10,000  |
| 24/7 Emergency Unit                                                 | \$11,000  |
| Directional Signage                                                 | \$5,000   |
| Total MDWFP Grant Funds Requested                                   | \$120,000 |
| <b>Other Funds</b>                                                  |           |
| In-Kind City Expenses for Clearing/Grading (20% match required)     | \$24,000  |
| In-Kind County Expenses for Clearing/Grading                        | \$5,000   |
| Total Other Funds                                                   | \$29,000  |
| Total Project                                                       | \$149,000 |

**AUTHORIZATION HISTORY:**

This is the Recreational Trails Program (RTP) Grant, which is an assistance program of the U.S. Department of Transportation's Federal Highway Administration. The RTP provides funds to the States to develop and maintain recreational trails and trail-related facilities for motorized and non-motorized trail uses. The Mississippi Department of Wildlife, Fisheries and Parks administers this grant.

**REQUESTING  
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S  
AUTHORIZATION:** Gerry Logan

**FOR MORE INFORMATION CONTACT:** Gerry Logan, (662) 323-2294, [glogan@starkvilleparks.com](mailto:glogan@starkvilleparks.com)

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**SUGGESTED MOTION:** Move approval to apply for the Recreational Trails Grant.



## McKee Park/Hwy 12 Multiuse Greenway Proposal

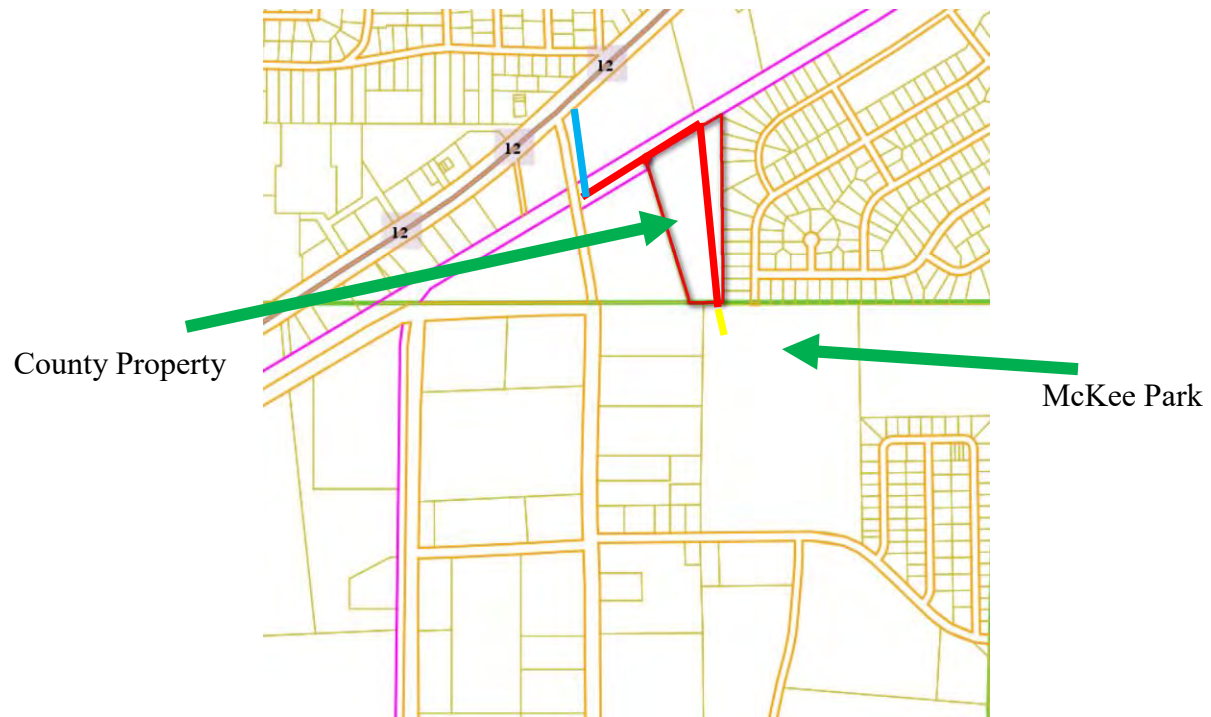


### Legend

- \*Red – Asphalt Surface (2300 linear ft total)
- \*Yellow – Concrete (200 linear ft total)
- \*Blue – Future City Connection to Hwy 12 (550 linear ft)

# McKee Park/Hwy 12 Multiuse Greenway Proposal

Plat Line With Approximate Trail Location Notated



## Legend

- \*Red – Asphalt (2300 linear ft total)
- \*Yellow – Concrete (200 linear ft total)
- \*Blue – Future City Connection to Hwy 12 (550 linear ft)

# McKee Park/Hwy 12 Multiuse Greenway Proposal

## Photos



From McKee Park



Entry Gate/Property Line



Houses along Sycamore St



Area already cleared



Natural Berm



Exit to Industrial Park Rd

# McKee Park/Hwy 12 Multiuse Greenway Proposal

## Tentative Project Budget

| <b>MDWFP Funds Requested</b>                                        |           |
|---------------------------------------------------------------------|-----------|
| 2,300 ft Asphalt Trail Material (6" limestone base with 2" asphalt) | \$45,000  |
| 200 ft Concrete Trail Material                                      | \$20,000  |
| Other Infrastructure (lights and drain pipes)                       | \$29,000  |
| Benches (every 200 ft)                                              | \$10,000  |
| 24/7 Emergency Unit                                                 | \$11,000  |
| Directional Signage                                                 | \$5,000   |
| Total MDWFP Grant Funds Requested                                   | \$120,000 |
| <b>Other Funds</b>                                                  |           |
| In-Kind City Expenses for Clearing/Grading (20% match required)     | \$24,000  |
| In-Kind County Expenses for Clearing/Grading                        | \$5,000   |
| Total Other Funds                                                   | \$29,000  |
| Total Project                                                       | \$149,000 |

## 2019 Recreational Trails Program (RTP) Application

Applicants should read Mississippi Recreational Trail Guidelines before completing this application

### Part A: Applicant/Sponsor Information

**Applicant/Sponsoring Entity Name:** [Click here to enter text.](#)

**Applicant's Federal Employer ID# (FEI):** [Click here to enter text.](#)

**Classification of Applicant:** [Click to choose an item.](#)

**Applicant Contact Info (Mayor, Director, etc...)**

**Name:** [Click here to enter text.](#)

**Title:** [Click here to enter text.](#)

**Address:** [Click here to enter text.](#)

**City and Zip Code:** [Click here to enter text.](#)

**Phone:** [Click here to enter text.](#)

**Email address:** [Click here to enter text.](#)

**Application Contact Info: (if different from applicant)**

**Name:** [Click here to enter text.](#)

**Title:** [Click here to enter text.](#)

**Address:** [Click here to enter text.](#)

**City and Zip Code:** [Click here to enter text.](#)

**Phone:** [Click here to enter text.](#)

**Email address:** [Click here to enter text.](#)

**Has Applicant Received Prior RTP Funding:** ☐ **Yes** ☒ **No**

**List all prior RTP project numbers and all park names associated with assisted site(s):**  
[Click here to enter text.](#)

**Has Applicant Received Prior Land & Water Conservation Funding (LWCF):** ☐ **Yes** ☒ **No**

**List all prior LWCF project numbers and all park names associated with assisted site(s):**  
[Click here to enter text.](#)

## Part B - Project Information

Name of RTP Proposal: [Click here to enter text.](#)

Classification of Land (Select one): [Click to choose an item.](#)

(If trail project involves private land, easement(s) must be finalized within 30 days of awarded grant approval)

Location of Project (if located in more than 1 county, district, etc., please list all)

|                                       |                                           |
|---------------------------------------|-------------------------------------------|
| Name of Park or Recreation Area:      | <a href="#">Click here to enter text.</a> |
| Nearest Town/City:                    | <a href="#">Click here to enter text.</a> |
| County:                               | <a href="#">Click here to enter text.</a> |
| Population of Applicant:              | <a href="#">Click here to enter text.</a> |
| Nearest Major Interstate:             | <a href="#">Click here to enter text.</a> |
| Street/County/Road:                   | <a href="#">Click here to enter text.</a> |
| Latitude of Proposed Trail Site:      | <a href="#">Click here to enter text.</a> |
| Longitude of Proposed Trail Site:     | <a href="#">Click here to enter text.</a> |
| State Senator and District:           | <a href="#">Click here to enter text.</a> |
| House of Representative and District: | <a href="#">Click here to enter text.</a> |
| Federal Congressman and District:     | <a href="#">Click here to enter text.</a> |

Project Category (Select one): [Click to choose an item.](#)

Trail Use (indicate all that apply)

### Non-Motorized Uses:

- ☐ Bicycling (paved trail)
- ☐ Mountain Biking (non-paved trail)
- ☐ Roller Blading
- ☐ Skateboarding
- ☐ Day Hiking (short trails)
- ☐ Exercise / Fitness

- ☐ Equestrian
- ☐ Backpacking (extended trail/overnight)
- ☐ Interpretive/Environmental Education
- ☐ Other, please specify  
[Click here to enter text.](#)

### Motorized Uses:

- ☐ 4-wheel (ATV) All Terrain Vehicle
- ☐ Motorcycle (Dirt Bikes)
- ☐ OHV (Off Highway Vehicles)
- ☐ Other, please specify

[Click here to enter text.](#)

Is the proposed project an Exercise / Fitness Track? ☐ Yes ☐ No

Is there an existing trail at this location? ☐ Yes ☐ No (if yes complete below)

Length of Existing Trail: [Click here to enter text.](#)

Width of Existing Trail: [Click here to enter text.](#)

Existing Trail Surface: [Click here to enter text.](#)

Condition of Existing Trail: [Click here to enter text.](#)

Was Existing Trail Funded with RTP Funds: [Click here to enter text.](#)

Select the Item that the RTP Funds will be used for: [Click here to choose an item.](#)

Select the Type of Trail Surface (check all that apply):

☐ Asphalt ☐ Concrete ☐ Native Rock ☐ Native Soil

☐ Mulch ☐ Gravel ☐ Other [Click here to enter text.](#)

List Elements to be constructed / purchased with RTP Funds to be used by the public. For example: Asphalt trail 1 mile long x 10 feet wide, 6 benches, 1 shelter

1. [Click here to enter text.](#)

2. [Click here to enter text.](#)

3. [Click here to enter text.](#)

4. [Click here to enter text.](#)

5. [Click here to enter text.](#)

6. [Click here to enter text.](#)

7. [Click here to enter text.](#)

8. [Click here to enter text.](#)

Does this project link to or is it an integral part of another trail(s)?

[Click here to enter text.](#)

Provide any additional information regarding trail project:

[Click here to enter text.](#)

## Part C – Project Narrative

**Project Summary** – Narrative concerning your proposed project and include a description of the nature of the organization requesting funds, the project and location, trail length and width, types of facilities (existing and proposed in the project), how the funds will be used, what is intended to be accomplished, history, planning, need for project, support, expected uses, and target audience. (Limit to this Page)

[Click here to enter text.](#)

## Part D – Project Cost Information / Project Timeline Schedule

**RTP Funds Requested:** [Click here to enter text.](#)

**Total Estimated Project Cost:** [Click here to enter text.](#)

### Funding Sources

List all funding sources related to proposed trail project.

| Name                     | Type          | Amount      | Secured     | Agency |
|--------------------------|---------------|-------------|-------------|--------|
| Recreational Trail Grant | Federal Grant | <b>\$00</b> | Applied For | MDWFP  |
| enter                    | enter         | <b>\$00</b> | enter       | enter  |
| enter                    | enter         | enter       | enter       | enter  |
| enter                    | enter         | enter       | enter       | enter  |

### Project Cost Estimate

In the following Proposed Budget and Breakdown, list items separately and in order of priority. Enter an estimated cost of each item to be purchased or donated.

- ▶ Cost of design and engineering services performed by an outside consultant (design and engineering services cannot exceed 8% of total construction cost.)
- ▶ Cost for construction contracts (List each contract separately and include a description of work and items covered under each)
- ▶ Cost of special tradesmen secured under a service contract (Describe each required)
- ▶ Cost of materials purchased for this project (List items and quantity separately)
- ▶ Cost of rental equipment (Specify type of equipment/cost per day/# days)
- ▶ Direct labor cost (Grant funds may not be used to pay the salaries or wages of active employees.)

### Professional Fee for Design or Engineering

Design or engineering fees associated with trail development can be reimbursed. The amount of the fee eligible for reimbursement cannot exceed 8% of the RTP Total Agreement Cost or the associated RTP construction cost if it is less than the Total Agreement Cost. The eligible fee can be reimbursed 80% through the RTP program with 20% percent being matched by the applicant.

Although applicants may negotiate a higher professional fee than the 8%, only 8% is eligible for reimbursement. In addition, design or engineering costs associated with portions of the project that are not completed or constructed are not eligible for reimbursement.

#### Professional Fee Example:

Total RTP project estimated construction cost is 110,000

Eligible professional fee would be \$8,800

Applicants 20% share of professional fee is \$1,760

RTP 80% share of professional fee is \$7,040

### Proposed Budget

| Applicant Name                                                                                              | <a href="#">Click here to enter text.</a> |                       |                       |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------|-----------------------|
| Person Who Prepared Budget:                                                                                 | <a href="#">Click here to enter text.</a> |                       |                       |
| Name of Project:                                                                                            | <a href="#">Click here to enter text.</a> |                       |                       |
| Date Prepared:                                                                                              | <a href="#">Click here to enter text.</a> |                       |                       |
| <b>INCLUDE ONLY ELIGIBLE ITEMS</b>                                                                          |                                           |                       |                       |
| Item Description                                                                                            | RTP Grant Funds<br>80%                    | Matching<br>Funds 20% | Total Project<br>100% |
| A. Design & Engineering Costs<br>(limited to 8% of associated construction cost)                            | 0.00                                      | 0.00                  | \$ 0.00               |
| B. Construction Contract                                                                                    | 0.00                                      | 0.00                  | \$ 0.00               |
| C. Special Service Purchase Contract<br>(tradesmen secured under a service contract)                        | 0.00                                      | 0.00                  | \$ 0.00               |
| D. Purchase of Materials                                                                                    | 0.00                                      | 0.00                  | \$ 0.00               |
| E. Cost of Rental Equipment                                                                                 | 0.00                                      | 0.00                  | \$ 0.00               |
| F. Direct Labor Cost                                                                                        |                                           | 0.00                  | \$ 0.00               |
| G. Direct Equipment Cost                                                                                    |                                           | 0.00                  | \$ 0.00               |
| H. Other (List Items)                                                                                       |                                           |                       |                       |
|                                                                                                             | 0.00                                      | 0.00                  | \$ 0.00               |
|                                                                                                             | 0.00                                      | 0.00                  | \$ 0.00               |
|                                                                                                             | 0.00                                      | 0.00                  | \$ 0.00               |
| <b>TOTAL</b>                                                                                                | <b>\$ 0.00</b>                            | <b>\$ 0.00</b>        | <b>\$ 0.00</b>        |
| <a href="#">To TOTAL place cursor on amount in each total cell RIGHT CLICK MOUSE and click Update Field</a> |                                           |                       |                       |

## **BREAKDOWN OF PROPOSED BUDGET ITEMS A-G**

### **PRIOR PAGE**

| Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Cost Estimate Description – Be Specific | RTP Funds                               | Sponsor Match |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------|---------------|--------|
| Click here to enter text.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Click here to enter text.               | 0.00                                    | 0.00          |        |
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| Click here to enter text.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Click here to enter text.               | 0.00                                    | 0.00          |        |
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| <div>Sub Totals</div> <div>Volunteer Labor Rates: Source<br/>Mississippi Department of Employment Security (MDES)<br/>2018 Labor Market Information Occupational Wages</div> <div>Laborer (no skills required)<br/>Landscaping and Groundskeeping Workers @ \$8.86</div> <div>Supervisor (ability to take charge)<br/>First-Line Supervisors of Landscaping @ \$ 10.98</div> <div>For other Occupational Wages see <a href="http://www.mdes.ms.gov">www.mdes.ms.gov</a></div> <div>Donation - documented rate normally charged</div> |                                         | \$ 0.00                                 | \$ 0.00       |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         | Right click sub totals and update field |               |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         | Manual Enter above sub totals ►         | \$0.00        | \$0.00 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         | Total                                   | \$ 0.00       |        |
| Right Click Total and Update Field                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |                                         |               |        |

### Project Timeline/Schedule:

Provide a detailed project schedule/plan of action with a corresponding timeline. Detail the complete sequence of construction by activity, indicate number of days/weeks/months for beginning and complete for each stage of construction

| <b><u>Activity</u></b>    | <b><u>Days/Weeks/Months</u></b> |
|---------------------------|---------------------------------|
| Click here to enter text. | Click here to enter text.       |
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## Part E – Project Selection Criteria

If a criterion does not apply, enter N/A (Not Applicable) and briefly indicate why it does not apply.

1. **Planning/Budgeting/Design Process** - Describe the planning, budgeting, and design process for this project. Document the use of professionals such as landscape architects, engineers, and/or planners. Describe any assistance from public agencies, private industries, or special interests groups.

[Click here to enter text.](#)

2. **Environmental Mitigation** - Describe how the project will mitigate and minimize impact to the natural environment. Degree to which project aids in the restoration, enhancement, and conservation of natural resource in the area in which the project is located.

[Click here to enter text.](#)

3. **Connections/Linkages** - Describe how the proposed project provides viable connections or linkages to other trails, greenways, scenic corridors, natural, cultural and recreational resources, or community activities. If the project is connected to a larger trail system, describe the size, extent, and predominant uses of that system.

[Click here to enter text.](#)

4. **Trail Corridor Sharing** - Describe how the trail project can accommodate a variety of motorized and/or non-motorized trail activities (equestrian, hiking, mountain biking, ATV, motorcycle, etc.)

[Click here to enter text.](#)

**5. Trail Commitment** – Describe the long-term commitment (ex. 20, 30, 50 year recreational easement or limitation of use) that the trail sponsor ***will*** implement / use, if selected for funding. Degree of commitment for continued project maintenance and operation to insure that the trail will remain open and operable for the intent for which funds are being asked.

[Click here to enter text.](#)

**Bonus Points** - Will trail project be of national, statewide or regional significance or unique?  
Explain.

[Click here to enter text.](#)

## Part F – Environmental Survey

This survey is a requirement for federally funded programs. For those projects selected for funding and submitted to FHWA, MDWFP may verify compliance with these items.

**Note:** Other documentation may be requested and required during the evaluation process and of finalists who enter the Environmental Assessment and Intergovernmental Review Process.

**1. Project Name:** Click here to enter text.

### 2. Land Use

a. Briefly describe the land use in the project area and any changes. Attach additional pages and a land use map, if needed.

Click here to enter text.

b. Is the project consistent with comprehensive land use or development plans for the area?

☐ Yes ☐ No

Name of Plan: Click here to enter text.

Date Plan Prepared: Click here to enter text.

### 3. Natural Resources

Will the proposed project negatively impact any of the following?

Soil Erosion or Sedimentation ☐ Yes ☐ No

Vegetation ☐ Yes ☐ No

Streams, Rivers, or Lakes ☐ Yes ☐ No

Wetlands ☐ Yes ☐ No

Floodplains ☐ Yes ☐ No

Coastal Zones ☐ Yes ☐ No

Wild and Scenic Rivers ☐ Yes ☐ No

Wildlife and Wildlife Habitat ☐ Yes ☐ No

Farmlands ☐ Yes ☐ No

National Natural Landmarks ☐ Yes ☐ No

Endangered Plants and Animals ☐ Yes ☐ No

### 4. Historic and Archaeological Resources

Will the project have an effect on historic or archaeological resources?

☐ Yes ☐ No

5. **Hazardous Wastes**

Is there any potential for involvement with hazardous wastes or underground storage tanks?

☐ Yes ☐ No

6. **Noise**

Is there potential for the project to have a noise impact or the surround land uses?

☐ Yes ☐ No

7. **Air Quality**

Will the project have an adverse impact on air quality?

☐ Yes ☐ No

8. **Section 4(f)**

- a. Is the project located on a publicly owned park, recreation area, historic site or wildlife management area?

☐ Yes ☐ No

- b. If yes, please mark the appropriate box and name the facility.

Recreation Area

☐

[Click here to enter text.](#)

Historic Area

☐

[Click here to enter text.](#)

Wildlife Management Area

☐

[Click here to enter text.](#)

Other

☐

[Click here to enter text.](#)

## Part G – Certification Signature

### Certification:

I hereby certify the information contained in this application and supporting documentation are true and correct to the best of my knowledge. I understand this application will be rated on the basis of the information provided and that incomplete or incorrect documentation will result in withdrawal of the application. I further certify that all required documentation is included herein and that matching funds are available for this project, including funds for long-term management and maintenance. The Recreational Trails Program administrator will be notified immediately of any changes in signature authority. Execution of this document constitutes and authorized signature on behalf of the entities proposal.

[Click here to enter text.](#)

---

Type Name and Title of Authorized Official

---

Signature

[Click here to enter a date.](#)

---

Date

## Additional Information

Are any overhead utility lines present at proposed Site: ☐ Yes ☐ No  
Indicate overhead utility lines on the site plan.

Provide legible driving directions to the location of site using 1505 Eastover Drive, Jackson, MS 39211-6374 as the starting point. (Minimum font size of 12)

[Click here to enter text.](#)

## Part H – Application Checklist

**This PAGE IS THE COVER SHEET for APPLICATION BEING SUBMITTED FOR RTP FUNDING.** Please review the checklist below and **initial each item** to insure that all the required information is provided. See Section II (B) of the application manual for a detailed description of the required support documentation. Attach Items **in Order Listed Below**.

- ☐ This page Part H – Application Checklist
- ☐ Recap of Elements to be Constructed
- ☐ Transmittal Letter
- ☐ Resolution Letter

Location Map (11 x17 or smaller)

- ☐ **With Written Directions from 1505 Eastover Drive – Jackson, MS**

Site Plan (11 x 17 or smaller) Indicate all Facilities

- ☐ **Proposed Trail Route**
- ☐ **Proposed Facilities and Utilities**
- ☐ **Existing Facilities and Utilities**
- ☐ **Name and Date Prepared**

- ☐ Property Deed

2017 Project Application

- ☐ Part A – Applicant / Sponsor Information
- ☐ Part B – Project Information
- ☐ Part C – Project Narrative
- ☐ Part D – Project Timeline Schedule / Cost Estimate Information
- ☐ Part E – Project Selection Criteria
- ☐ Part F – Environmental Survey
- ☐ Part G – Certification Signature
- ☐ Part H – Application Checklist
- ☐ MDAH Letter

- ☐ 3 **UNBOUND** (1 original/ 2 copies) of the application and required documentation.

**Project Category (Check one):**

- ☐ Non-Motorized, single use ☐ Motorized, single use
- ☐ Non-Motorized, diversified use ☐ Motorized, diversified use
- ☐ Diversified Motorized and Non-Motorized Use

Amount of RTP Funds Requested:

[Click here to enter text.](#)

Name of Applicant:

[Click here to enter text.](#)

**RECAP OF ALL ELEMENTS that will actually be on site** – that will be purchased or constructed with RTP Funds. (example 5,280 ft asphalt trail – 12 feet wide or 5 lights or 2 trash cans or 1 Required RTP Signage – elements do not include site prep / engineering / just the Elements that the public will use at the site that are funded by RTP Funds.

DETAIL -----

|     |                           |
|-----|---------------------------|
| 1.  | Click here to enter text. |
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| 6.  | Click here to enter text. |
| 7.  | Click here to enter text. |
| 8.  | Click here to enter text. |
| 9.  | Click here to enter text. |
| 10. | Click here to enter text. |

Amount of RTP Funds Requested:      Click here to enter text.

Name of Applicant:                      Click here to enter text.

**Application must be  
received before  
4:00 pm (CST) on  
Thursday, March 21, 2019**

**MDWFP- 1505 Eastover Drive  
Jackson, MS  
*(No Exceptions)***

**MDWFP - RTP Application  
Terry McDill, Administrator  
Outdoor Recreation Grants  
1505 Eastover Drive  
Jackson, MS 39211-6374**



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

**AGENDA ITEM DEPT.:** Board of Aldermen  
**AGENDA DATE:** March 29, 2019  
**PAGE:** 1 of 4

**SUBJECT:** Request permission to accept a National Recreation and Parks Association (NRPA)/Wal-Mart Foundation Increasing Access to Healthy Foods Peer Mentor grant for the amount of \$10,000.00, and approval for the Mayor to sign the required Memorandum of Understanding between NRPA and the City of Starkville.

**AMOUNT & SOURCE OF FUNDING:** Up to \$2,000 to be coded to 001-552-610-350 NRPA Travel. Up to \$8,000 to be coded to 001-552-501-200 NRPA Supplies.

**FISCAL NOTE:** \$10,000.00 will be reimbursed to the city. No matching funds required.

**AUTHORIZATION HISTORY:**

The City of Starkville was selected as a Peer Mentor for the 2019 Healthy Out of School Time Grant Rural Cohort group. Being selected as one of three mentors in the nation was a result of the success of participating in the 2018 Healthy Out of School Time Grant.

This grant opportunity is the result of a partnership between NRPA and the Walmart Foundation to increase the number of healthy meals served to children in low-income communities, provide evidence based nutrition education and implement the Healthy Eating and Physical Activity (HEPA) standards in park and recreation out-of-school time programs. In support of meeting these objectives, NRPA has selected three park and recreation agencies to serve as peer mentors throughout the duration of the grant period to provide technical assistance, support and input on grant activities. Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

**REQUESTING  
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S  
AUTHORIZATION:** Gerry Logan

**FOR MORE INFORMATION CONTACT:** Gerry Logan, (662) 323-2294, [glogan@starkvilleparks.com](mailto:glogan@starkvilleparks.com)

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**SUGGESTED MOTION:**

Move approval of the acceptance of the National Recreation and Parks Association (NRPA)/Wal-Mart Foundation Rural Communities Healthy Out-of-School Time Peer Mentor grant for the amount of \$10,000.00 and approval for the Mayor to sign the required Memorandum of Understanding between NRPA and the City of Starkville.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated March 6, 2019 (Effective Date), is made between **National Recreation and Park Association**, a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of Starkville** (Grantee).

### 1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Ten Thousand Dollars (**\$10,000**) made available for the support and implementation of the Increasing Access to Healthy Foods Grant.

This grant opportunity is the result of a partnership between NRPA and the Walmart Foundation to increase the number of healthy meals served to children in low-income communities, provide evidence-based nutrition education and implement the Healthy Eating and Physical Activity (HEPA) standards in park and recreation out-of-school time programs. In support of meeting these objectives, NRPA has selected three park and recreation agencies to serve as peer mentors throughout the duration of the grant period to provide technical assistance, support and input on grant activities. Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

### 2. Grant Requirements

Direct grant funds to:

- A. Provide on-going consulting to NRPA to better understand rural communities in target states, including demographics, barriers and local partner organizations.
- B. Attend a 2-day, in-person training in late April 2019 to network with grantees, foster connections, and brainstorm solutions to shared challenges in terms of meal program access, health and wellness standard implementation and nutrition education provision.
- C. Support grant implementation by taking part in quarterly state calls with NRPA, grantees, and other on-the-ground partners to share lessons learned, collect qualitative data and identify areas of collaboration on the local level.
- D. Join webinars and live-trainings to stay up-to-date on grant activities, goals and resources being shared.
- E. Submit a final budget to NRPA indicating how funds were used in support of this initiative and peer mentor tasks.

In order to receive grant funds, Grantee must return a signed copy of this MOU and provide a copy of your agency's W-9 along with this signed MOU by **April 1, 2019**. All funds will be distributed by NRPA. No matching funds are required.

### 3. Promotion

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NRPA and the Walmart Foundation may use the Grantee and/or park names, photos, and/or information in connection with the program for promotional or other purposes, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

#### **4. Limits of Liability**

Each party and its respective parents, subsidiaries, affiliates, officers, directors, employees or representatives shall be responsible for its own liabilities arising out of any act, omission or breach relating to participation in this program. Each party remains liable for any and all damages due to its own negligence or the negligence of their respective parents, subsidiaries, affiliates, officers, directors ,employees or representatives.

#### **5. Confidentiality**

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel.

#### **6. Term**

The term of this MOU will commence on the Effective Date and shall continue until February 28, 2020.

#### **7. Use of Grant Funds**

The Grantee shall use the full amount of the grant for the purposes set forth in Section 2. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code;
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions;
- D. Except as expressly may be authorized in the Grant Description, to provide a grant to any other organization without prior written approval of the Grantor; or
- E. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
- F. To travel to NRPA's Annual Conference or any other conference travel, without prior written approval of Grantor.

All unspent or uncommitted grant funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the grant funds availability for the project. Any interest or other income generated by the grant funds must be applied to the purposes described in the Grant Description.

#### **8. Audit**

NRPA has the right to audit the grantee's financial records relating to this MOU. Grantee should maintain their financial receipts and must make the records available at any time as requested by NRPA. If as a result of an audit, NRPA determines that funds were not spent in accordance with the purposes of this grant, the grantee may be required to return any funds not substantiated. If NRPA determines that grant funds were used for fraudulent purposes, the grantee may be barred from participation in any further programs.

#### **9. Termination**

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. The non-performing party shall have sixty (60) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

Upon receipt of this signed form and your agency's W-9 a check will be issued for your grant funds.

*These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth below.*

**National Recreation and  
Park Association**

**City of Starkville**

By: Rebecca Wickline

Printed Name: Rebecca Wickline

Title: Senior VP of Development

Date: March 6, 2019

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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

**AGENDA ITEM DEPT.:** Police  
**AGENDA DATE:** 04/02/2019  
**PAGE:** 1 of 3

**SUBJECT:** REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2019 SUMMER EDUCATIONAL CONFERENCE, IN BILOXI, MS ON JUNE 24-28, 2019. CHIEF NICHOLS IS THE SECOND VICE PRESIDENT OF THE ASSOCIATION AND IS ALSO AN EXECUTIVE MEMBER OF THE ASSOCIATIONS SERVING ON THE PLANNING AND EVENTS COMMITTEE. THIS CONFERENCE IS REIMBURSABLE THROUGH THE CHIEF'S ASSOCATON.

**AMOUNT & SOURCE OF FUNDING:** 001-201-690-552

|                      |          |
|----------------------|----------|
| GOLDEN NUGGET BILOXI | \$494.16 |
| REGISTRATION         | \$325.00 |

**FISCAL NOTE:**

**AUTHORIZATION HISTORY:**

**REQUESTING  
DEPARTMENT:** STARKVILLE POLICE DEPT.

**DIRECTOR'S  
AUTHORIZATION:** R. FRANK NICHOLS  
662-323-2700

**FOR MORE INFORMATION CONTACT:**

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**SUGGESTED MOTION:**

REQUEST AUTHORIZATION FOR APPROVAL ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2019 SUMMER EDUCATIONAL CONFERENCE, IN BILOXI, MS ON JUNE 24-28, 2019. CHIEF NICHOLS IS THE SECOND VICE PRESIDENT OF THE ASSOCIATION AND IS ALSO AN EXECUTIVE MEMBER OF THE ASSOCIATIONS SERVING ON THE PLANNING AND EVENTS COMMITTEE. THIS CONFERENCE IS REIMBURSABLE THROUGH THE CHIEF'S ASSOCATON.

**2019 Summer Conference  
June 25-28  
Golden Nugget  
Biloxi, Mississippi**



|                                                                  |                                                                                                                                                                                                  |                                                                      |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>Tuesday 6/25</b><br><b>9:00 – 12:00</b>                       | <b>Registration (Pickup Packets)</b><br><br><b>Attendees please wear conference name badges at all times for all of the conference meetings ( excluding social events)</b>                       | <b>Grand Ballroom pre function area</b>                              |
| <b>1:00– 1:30</b>                                                | <b>Opening Ceremonies &amp; Posting of the Colors<br/>Biloxi Police Department Color Guard<br/>Welcome: President– Chief Walter Armstrong<br/>Director John Miller– Biloxi Police Department</b> | <b>Grand Ballroom D,E,F, &amp;G</b>                                  |
| <b>1:30–2:00</b>                                                 | <b>Mike Hurst– US Attorney, Southern District</b>                                                                                                                                                | <b>Grand Ballroom D,E,F, &amp;G</b>                                  |
| <b>2:00-3:00</b>                                                 | <b>Lynn Fitch, State Treasurer</b>                                                                                                                                                               |                                                                      |
| <b>3:00-4:45</b>                                                 | <b>Chief William Thompson-Transformational Leadership</b>                                                                                                                                        |                                                                      |
| <b>4:45-5:00</b>                                                 | <b>Nomination of Officers</b>                                                                                                                                                                    |                                                                      |
| <b>6:00-8:00 PM</b>                                              | <b>BBQ-<br/>Sponsored by C-Spire</b>                                                                                                                                                             | <b>Point Cadet</b>                                                   |
| <b>8:00-11:00 PM</b>                                             | <b>Hospitality<br/>Sponsored by: Mid South Uniforms; Ms Police Supply ; Crowson Auto World</b>                                                                                                   | <b>3rd floor<br/>Hotel Pool area</b>                                 |
| <b>1:00– 5:00</b>                                                | <b>Exhibit Hall Setup<br/>(Please do not enter the exhibit area during setup)</b>                                                                                                                | <b>Ship &amp; Deer Island Ballrooms</b>                              |
| <b>Wednesday 6/26</b><br><b>8:30-10:00</b><br><b>10:00-12:00</b> | <b>SSA Norm Comeaux– Federal Legal Updates<br/>Chris Freeze– Leadership roles<br/>DA Joel Smith–State Legal Updates</b>                                                                          | <b>Grand Ballroom A,,B &amp;C</b>                                    |
| <b>9:00– 5:00</b><br><b>1:00-3:00</b>                            | <b>Exhibit Hall Open<br/>Fran Baker, Ph.D., LCSW– Brain Trauma<br/>(The effects of long term stress)</b>                                                                                         | <b>Ship &amp; Deer Island Ballrooms</b>                              |
| <b>3:00-4:00</b><br><b>4:00-5:00</b>                             | <b>David Bowman-Knowledge Vine. LLC<br/>Robert Davis– Standards &amp; Training</b>                                                                                                               | <b>Grand Ballroom D, E, F &amp; G</b>                                |
| <b>6:00-8:00</b>                                                 | <b>Seafood Cookout</b>                                                                                                                                                                           |                                                                      |
|                                                                  | <b>Elections will be held during the afternoon sessions</b>                                                                                                                                      | <b>Point Cadet</b>                                                   |
| <b>Thursday 6/27</b><br><b>8:30-11:45</b>                        | <b>Greg Young<br/>Resilient Leadership from a Critical Incident Perspective</b>                                                                                                                  | <b>Grand Ballroom A, B &amp;C</b>                                    |
| <b>9:00-12:00</b>                                                | <b>Exhibit Hall Open</b>                                                                                                                                                                         |                                                                      |
| <b>11:45-1:15</b>                                                | <b>Awards Luncheon<br/>(Uniform Day) Individual and Group photos</b>                                                                                                                             | <b>Ship and Deer Island Ballrooms<br/>Grand Ballroom A, B &amp;C</b> |
| <b>1:15–5:00</b>                                                 | <b>Greg Young ( continued)</b>                                                                                                                                                                   |                                                                      |
| <b>Friday 6/28</b><br><b>8:00-10:00</b>                          | <b>Chief Dean Scott– Recognizing Human Trafficking in Your Community</b>                                                                                                                         | <b>Grand Ballroom D, E, F, &amp; G</b>                               |
| <b>10:00-11:30</b>                                               | <b>Assistant Chief William Cox– Managing Millennials</b>                                                                                                                                         |                                                                      |
| <b>11:30-12:00</b>                                               | <b>Association Announcements</b>                                                                                                                                                                 |                                                                      |
| <b>12:00 NOON</b>                                                | <b>ADJOURN</b>                                                                                                                                                                                   |                                                                      |



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

**AGENDA ITEM:** Police  
**AGENDA DATE:** 3/19/19  
**PAGE:** 1

**SUBJECT:** Consideration of approval to advertise a request for proposals for janitorial services for Police Dept for once a month cleaning and twice a month cleaning.

**AMOUNT & SOURCE OF FUNDING:** N/A - This is just to obtain quotes for an idea of the cost of cleaning. Currently the building is cleaned by people working off fines and they are not always available.

**FISCAL NOTE:** N/A

**AUTHORIZATION HISTORY:** N/A

**REQUESTING  
DEPARTMENT:** Police Dept

**DIRECTOR'S  
AUTHORIZATION:** R. Frank Nichols

**FOR MORE INFORMATION CONTACT:**  
R. Frank Nichols, Chief of Police or Lesa Hardin, City Clerk / CFO

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**SUGGESTED MOTION:** Approval to advertise for request for proposals for janitorial services for Police Dept for once a month cleaning and twice a month cleaning.



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

**AGENDA ITEM NO:**  
**AGENDA DATE:** February 5, 2019  
**PAGE:** 1

**SUBJECT:** Request approval for Terry Kemp of Starkville Utilities to travel to Asheville, NC to attend the TVPPA Annual Conference on May 20-22, 2019. Cost of the trip is expected to be no more than \$1,800.00 (registration, lodging, meals, and mileage).

**AMOUNT & SOURCE OF FUNDING:** 2019 Budget

**FISCAL NOTE:**

**AUTHORIZATION HISTORY**

**REQUESTING  
DEPARTMENT:** Utilities

**DIRECTOR'S  
AUTHORIZATION:** Terry Kemp, General Manager

**FOR MORE INFORMATION CONTACT:** Terry Kemp 323-3133

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**SUGGESTED MOTION:**

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Move approval for Terry Kemp of Starkville Utilities to travel to Asheville, NC to attend the TVPPA Annual Conference on May 20-22, 2019. Cost of the trip is expected to be no more than \$1,800.00 (registration, lodging, meals, and mileage).



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: Utilities  
AGENDA DATE: 2/19/19  
PAGE: 1**

**SUBJECT:** Proposed Appalachian Regional Commission (ARC) Grant Application & Selection Process for Engineering Services

**AMOUNT & SOURCE OF FUNDING** - \$289,800 Grant; Mississippi Appalachian Regional Commission

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Starkville Utilities

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:** Phylis Benson, Golden Triangle PDD, (662) 320-2007

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

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Suggested Motion: "MOVE APPROVAL FOR THE SELECTION OF GARVER ENGINEERING AS THE PROFESSIONAL ENGINEER OF RECORD FOR THE APPALACHIAN REGIONAL COMMISSION (ARC) GRANT APPLICATION TO THE MISSISSIPPI APPALACHIAN REGIONAL COMMISSION, ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF STARKVILLE TRIM CANE SEWAGE LIFT STATION IMPROVEMENTS."

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