



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE,
MISSISSIPPI
September 17, 2019**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
David Little
Jason Walker
Hamp Beatty
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

**City Planning &
Community Development**
Dr. Simon Kim

Court Clerk
Jodi Hogue

**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, SEPTEMBER 17, 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 AUGUST 20, 2019 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE AUGUST 30, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 3, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 5, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

- New employee Introduction – Courtney Cox, Airport
- Unified Development Code Public Input Sessions to be held October 3 and October 22

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

KEEP STARKVILLE BEAUTIFUL UPDATE – AMY COUNTERMAN, DIRECTOR

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF A REQUEST FOR CONDITIONAL USE CU 19-07 TO ALLOW FOR A RESIDENTIAL USE ON A C-2 COMMERCIAL ZONED PROPERTY LOCATED APPROXIMATELY 700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY STREET ON THE SOUTHSIDE OF LYNN LANE WITH THE PARCEL NUMBER 102I-00-002.01.

PUBLIC HEARING AND CONSIDERATION UNDER MISS CODE ANN. §21-19-11 TO DETERMINE WHETHER THE BUILDING 19 OF THE BROOKSVILLE GARDEN APARTMENTS LOCATED AT 305 EVERGLADE AVENUE WITH

PARCEL NUMBER 118K-00-015.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

IX. MAYOR'S BUSINESS

A. INTERVIEWS AND CONSIDERATION TO FILL A VACANCY FOR THE STARKVILLE HOUSING AUTHORITY BOARD FOR A FIVE YEAR APPOINTMENT THAT WILL BEGIN SEPTEMBER 18, 2019 AND END SEPTEMBER 18, 2024.

- Ms Sophia Nickles
- Ms Carolyn Ellis Ward

B. DISCUSSION AND CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH DALHOFF-THOMAS FOR THE ENGINEERING, ARCHITECTURAL AND DESIGN SERVICES FOR THE NEW RECREATION AND TOURNAMENT FACILITY, CORNERSTONE PARK.

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVAL OF FY 2019-20 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN THE PROPOSED INCREASE COST DATA SHEET THAT RESULTED FROM THE PAY STUDY CONDUCTED BY THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY.

B. CONSIDERATION OF THE ADOPTION OF THE FISCAL YEAR 2019-2020 TAX MILLAGE OF ____ FOR THE CITY OF STARKVILLE.

C. CONSIDERATION OF THE FISCAL YEAR 2019-2020 BUDGET FOR THE CITY OF STARKVILLE.

D. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING AND APPROVING THE FORM OF AN INTERLOCAL COOPERATION AGREEMENT WITH OKTIBBEHA COUNTY, MISSISSIPPI, IN SUPPORT OF THE GARAN REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES.

E. RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT 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 TWENTY-FIVE MILLION DOLLARS (\$25,000,000), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS,

TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

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. DISCUSSION AND CONSIDERATION OF LW 19-03 A REQUEST FOR A LANDSCAPE WAIVER FROM PARKING LOT LANDSCAPE REQUIREMENTS AT 511 ACADEMY ROAD IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 102I-00-010.00

- b. DISCUSSION AND CONSIDERATION OF ACCEPTING THE JEFF R. ROSENBERG PROPOSAL FOR THE COMPREHENSIVE HISTORIC PROPERTY RECONNAISSANCE SURVEY TO BE CONDUCTED IN THE CITY OF STARKVILLE, MS FOR FISCAL YEAR 2019-2020.

- c. DISCUSSION AND CONSIDERATION OF THE APPROVAL FOR HISTORIC PRESERVATION MEMBER DEBBIE NETTLES TO TRAVEL TO BILOXI, MS FOR THE HISTORIC PRESERVATION DIVISION OF THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY'S REQUIRED TRAINING.

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 SEPTEMBER 11, 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. CONSIDERATION OF ACCEPTANCE OF THE AUGUST FINANCIAL STATEMENTS.
3. AUTHORIZATION FOR JAMEIKA SMITH TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE FALL 2019 AND SPRING 2020 SEMESTERS TO TAKE MASTER'S LEVEL COURSES IN ACCOUNTING.
4. CONSIDERATION OF THE APPROVAL FOR CITY CLERK / CFO LESA HARDIN TO ATTEND THE 2019 MASTER MUNICIPAL CLERK AND COMMITTEE SESSION TO BE HELD OCTOBER 2 – 4 AT LAKE TIAK-O'KHATA WITH A COST NOT TO EXCEED \$250.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL OF THE RENTAL AGREEMENT WITH CANON SOLUTIONS AMERICA FOR A 60 MONTH RENTAL OF A CANON COPIER TO BE USED BY THE FIRE DEPARTMENT AT A COST OF \$175.00 PER MONTH.
2. REQUEST AUTHORIZATION FOR CLARENCE PARKS TO TRAVEL TO BILOXI, MS TO ATTEND THE 2019 TRAINING CHIEFS CONFERENCE OCTOBER 16 – 17, 2019 AT AN APPROXIMATE COST OF \$450.00 (MEALS, RESERVATIONS/HOTEL, AND CONFERENCE REGISTRATION).
3. REQUEST PERMISSION TO ALLOW WKMB CONCRETE, LLC. THE LOWER OF TWO QUOTES, PERMISSION TO CONSTRUCT A 50 X 60 CONCRETE PAD TO BE USED FOR A FUTURE STORAGE BUILDING FOR A COST OF \$26,000.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO CHANGE THE CLASSIFICATION OF VITTORIA ARNOLD FROM ANIMAL CONTROL OFFICER TO LEAD ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE BRANDY JOHNSON AS AN ANIMAL CONTROL OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE IZZAC JOHNSON, JONATHAN LUTTRELL, DARNELL MADISON AND VELEEKA NASH AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE 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 SOCCER ASSOCIATION FOR USE OF ATHLETIC FIELDS AT THE STARKVILLE SPORTSPLEX.
2. REQUEST PERMISSION TO ALLOW NICK CALLAHAN, LISA COX, BRUCE HARRIS, WILLIAM POCHOP, AND JOSEPH WILLIAMS TO ATTEND THE MISSISSIPPI RECREATION AND PARK ASSOCIATION CONFERENCE OCTOBER 20-24, 2019 IN BILOXI, MISSISSIPPI WITH A TOTAL COST NOT TO EXCEED \$2,200.00.
3. CONSIDERATION OF THE DESIGN OF THE NEW RESTROOM FACILITIES AT J. L. KING PARK FOOTBALL FIELD, AND PATRIOT'S PARK, AND THE NEW PAVILION AND RESTROOM AT MONCRIEF PARK.
4. CONSIDERATION OF THE ADDITION OF THE RENOVATION OF THE MONCRIEF PARK POOL DECK AND POOL HOUSE TO THE EXISTING AGREEMENT WITH LPK ARCHITECTS.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW DUI OFFICERS OAKES AND RODRIGUEZ TO ATTEND A DUI TRAINING IN RIDGELAND, MS ON OCTOBER 14-17, 2019.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR JOSH REED & BRADY HAYNES WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE TVPPA LINEMAN APPRENTICESHIP PRE-APPRENTICE ASSESSMENT WORKSHOP ON OCTOBER 13-19,2019. COSTS ASSOCIATED WITH THE TRIP SHOULD NOT EXCEED 2,600.00 EACH.
2. REQUEST AUTHORIZATION FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO NASHVILLE, TN TO ATTEND THE TVPPA LINE DESIGN & STAKING CERTIFICATION ON OCTOBER 29-31,2019. COST WITH THE TRIP SHOULD NOT EXCEED \$2,200.00.

3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FOR A BARRACUDA BACKUP 690 SERVER FROM SYNERGETICS IN THE AMOUNT OF \$44,850.35.
4. REQUEST AUTHORIZATION TO TRANSFER THE WATER DIVISION 1999 STERLING X DUMP TRUCK (VIN: 2FZNALCB3YAG66826) AND THE 1999 STERLING X LOW BOY (VIN: 2FWPEEDB2YAG66613) TO THE STREET DEPARTMENT AT BOOK VALUE (\$0.00)
5. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 1993 FORD F-250 (VIN: 1FTHF25H9PNB10599) AND 1980 CHEVY DUMP TRUCK (VIN: 1GBHR34KXJJ118529) AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.
6. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FOR 161 KV POWER CIRCUIT BREAKERS FROM SIEMENS INDUSTRY, INC. IN THE AMOUNT OF \$292,550.00, 69 KV POWER CIRCUIT BREAKERS FROM SIEMENS INDUSTRY, INC. IN THE AMOUNT OF \$149,350.00, AND 15 KV VACUUM CIRCUIT BREAKERS FROM MITSUBISHI POWER PRODUCTS, INC. IN THE AMOUNT OF \$285,473.00 FOR THE SOUTHWEST STARKVILLE PRIMARY SUBSTATION.
7. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.
8. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER # 3 WITH GARVER, LLC FOR GREEN OAKS INFRASTRUCTURE AND DESIGN FOR THE GREEN OAKS WATER AND SEWER REHABILITATION IN THE AMOUNT OF \$287,000.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 1, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 9-17-19
PAGE: 1 of 54

SUBJECT: Request approval of the minutes of the August 20, 2019 Recess meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the August 17, 2019 Recess 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
AUGUST 20, 2019**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on August 20, 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, Hamp Beatty, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked to add Pending Litigation under Executive Session.

Alderman Perkins asked to remove Item X. D. (G O Bonds, Series 2019) 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 Walker offered a motion, duly seconded by Alderman Little, to approve the August 20, 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 Hamp Beatty	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, AUGUST 20, 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 JULY 16, 2019 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE AUGUST 2, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

SUPERVISOR BRICKLEE MILLER PROVIDING AN UPDATE ON THE 20 YEAR ANNIVERSARY OF THE MISSISSIPPI HORSE PARK WITH THE BUDGET REQUEST.

AAU TRACK AND FIELD ORGANIZATION – FELECIA ASHFORD

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF CU 19-08 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME ON A LOT LOCATED ON THE WEST SIDE OF GRETA LANE APPROXIMATELY 1,275 FEET SOUTH OF THE RAIL ROAD CROSSING IN A R-5 ZONE WITH THE PARCEL NUMBER 103P-08-012.00.

FIRST PUBLIC HEARING ON THE FISCAL YEAR 2019-2020 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

A. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE GARAN MANUFACTURING REDEVELOPMENT PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN; AND ESTABLISHING A REDEVELOPMENT PROJECT AREA PURSUANT TO SECTION 57-91-1, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, AND WHICH REDEVELOPMENT PROJECT AREA SHALL BE KNOWN AS THE GARAN MANUFACTURING REDEVELOPMENT PROJECT; AND FOR RELATED PURPOSES.

B. CONSIDERATION OF A PROCLAMATION ESTABLISHING A STARKVILLE 2020 CENSUS COMPLETE COMMITTEE.

C. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING REIMBURSEMENT TO THE MUNICIPALITY

FOR CERTAIN EXPENDITURES OF THE AUTHORIZED PURPOSE AND THE PROJECT FROM THE PROCEEDS OF BONDS, THE QUALIFIED OBLIGATION, OR THE LOAN ISSUED FOR SUCH AUTHORIZED PURPOSE AND PROJECT; AND FOR RELATED MATTERS ASSOCIATED WITH A NEW SPORTS TOURNAMENT AND RECREATIONAL FACILITIES OF THE CITY.

- D. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DIRECTING THE ISSUANCE OF THE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2019 (THE "QUALIFIED OBLIGATION"), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000).

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE LOWEST QUOTE FROM REBEL SERVICES, LLC FOR INSTALLING A M4000 AVIATION SELF-SERVE TERMINAL AT THE FUEL FARM ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$15,910.26 AND TO BE FUNDED BY MDOT MULTI-MODAL GRANT MM-0068-0920
2. REQUEST APPROVAL TO ACCEPT THE LOWEST QUOTE FROM REBEL SERVICES, LLC FOR INSTALLING A JET A HOSE REEL, HOSE, AND NOZZLE TO THE SELF-SERVE TERMINAL AT THE FUEL FARM ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$10,901.77 AND TO BE FUNDED BY MDOT MULTI-MODAL GRANT MM-0068-0920

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING 19 OF THE BROOKSVILLE GARDEN APARTMENTS LOCATED AT 305 EVERGLADE AVENUE IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

- a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY T-LAW25 LLC TO HOLD THE 2019 TRAVIS OUTLAW DAY, AUGUST 24, 2019, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE 2019 PUMPKINPALOOZA, OCTOBER 17, 2019, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- c. CONSIDERATION OF A SPECIAL EVENT REQUEST BY GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE 2019 UNWINE DOWNTOWN, NOVEMBER 15, 2019, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- d. CONSIDERATION OF A SPECIAL EVENT REQUEST BY GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE 2019 CHRISTMAS PARADE, DECEMBER 2, 2019, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

- e. CONSIDERATION OF A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING +/- 0.43 ACRE PARCEL INTO 2 LOTS AT 507 WHITFIELD STREET IN A R-2 ZONING DISTRICT WITH THE PARCEL NUMBER 102B-00-150.00.
- f. CONSIDERATION OF A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING +/- 0.39 ACRE PARCEL INTO 2 LOTS AT 401 SCALES STREET IN A R-2 ZONING DISTRICT WITH THE PARCEL NUMBER 102B-00-150.00.
- g. CONSIDERATION OF A REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING A +/- 3.81 ACRE PARCEL INTO 2 LOTS AT 313 INDUSTRIAL PARK ROAD IN AN M-1 ZONING DISTRICT WITH THE PARCEL NUMBER 102N-00-004.00.

C. COURTS

- 1. CONSIDERATION OF APPROVAL FOR MUNICIPAL COURT CLERK TO ATTEND TRAINING IN BILOXI SEPT. 11-13, 2019, WITH ALL EXPENSES TO BE PAID BY THE MS JUDICIAL COLLEGE.

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 AUGUST 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. REQUEST ACCEPTANCE OF THE JULY FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

- 1. CONSIDERATION TO DECLARE THE 2006 LADDER 1 FIRE ENGINE SURPLUS AT TIME OF ARRIVAL OF NEW REPLACEMENT TRUCK AND TO BEGIN BID PROCESS TO SELL LADDER 1, VIN 4P1CD01E46A006437 TO HIGHEST AND BEST BIDDER.

G. HUMAN RESOURCES

- 1. REQUEST AUTHORIZATION TO ADVERTISE FOR A BUILDING OFFICIAL IN THE COMMUNITY DEVELOPMENT DEPARTMENT
- 2. REQUEST AUTHORIZATION TO HIRE JACOB DAVENPORT AS A GROUNDS MAINTENANCE WORKER FOR THE AIRPORT DEPARTMENT.
- 3. REQUEST AUTHORIZATION TO HIRE COURTNEY COX AS AN AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.
- 4. REQUEST AUTHORIZATION TO ADVERTISE FOR A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE GREGORY GRAYER, ERIQ PURNELL AND ROGER RICHARDSON AS MAINTENANCE WORKERS II IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT AND TO RETAIN THE CANDIDATES FROM THE SELECTION PROCESS HELD ON AUGUST 6, 2019 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE SANITATION DEPARTMENT DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE SANITATION DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

6. REQUEST AUTHORIZATION TO ADVERTISE FOR A CHIEF OF POLICE IN THE STARKVILLE POLICE DEPARTMENT.

7. REQUEST AUTHORIZATION TO ADVERTISE FOR A LEAD MAINTENANCE WORKER IN THE PARKS AND RECREATION 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 HOME EDUCATORS FOR USE OF ATHLETIC FIELDS FOR THEIR FOOTBALL, SOCCER AND VOLLEYBALL PROGRAMS.

II. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW CAPTAIN MARK BALLARD AND ACCREDITATION MANAGER SHONDA DELOACH TO ATTEND THE 2019 CALEA CONFERENCE IN COVINGTON, KY NOVEMBER 13-16, 2019, AT A TOTAL ESTIMATED COST OF \$4,250.00.

2. REQUEST AUTHORIZATION TO ALLOW OFFICER DYLAN BOWERS TO ATTEND THE TIER 1 COMBAT SHOOTING COURSE AT THE NORTH MISSISSIPPI LAW ENFORCEMENT TRAINING CENTER, SEPTEMBER 25-26, 2019 AT AN ESTIMATED COST OF \$200.00.

3. CONSIDERATION FOR APPROVAL FOR THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR, AND ACCEPT IF AWARDED, A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$24,411.00, FOR AN AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM.

III. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Pending Litigation

XV. OPEN SESSION

XVI. ADJOURN UNTIL SEPTEMBER 3, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 21:

2. CONSIDERATION OF THE MINUTES OF THE JULY 16, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 16, 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 AUGUST 2, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the August 2, 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 OF A PROCLAMATION ESTABLISHING A STARKVILLE 2020 CENSUS COMPLETE COMMITTEE.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Proclamation establishing a Starkville 2020 Census Complete Committee” is enumerated, this consent item is thereby approved.

2020 CENSUS COMPLETE COUNT COMMITTEE

WHEREAS the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

WHEREAS the City of Starkville is committed to ensuring every resident is counted;

WHEREAS federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing;

WHEREAS census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts;

WHEREAS the information collected by the census is confidential and protected by law;

WHEREAS the City of Starkville Complete Count Committee will work with the Census Bureau to strive for an accurate count;

WHEREAS the City of Starkville Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community;

NOW, THEREFORE, BE IT PROCLAIMED that the City of Starkville establishes a 2020 Census Complete Count Committee to increase awareness and understanding about the 2020 Census and encourage people to participate in the 2020 Census.

Having received the affirmative vote of a majority of the members present, the Mayor declared the Proclamation carried and the resolution adopted this, the 20th day of August, 2019.

City of Starkville, Mississippi

ATTEST:

D. Lynn Spruill, Mayor

seal

Lesa Hardin, City Clerk

5. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM REBEL SERVICES, LLC FOR INSTALLING A M4000 AVIATION SELF-SERVE TERMINAL AT THE FUEL FARM ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$15,910.26 AND TO BE FUNDED BY MDOT MULTI-MODAL GRANT MM-0068-0920.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Rebel Services, LLC for Installing a M4000 Aviation Self-Serve Terminal at the Fuel Farm on George M. Bryan Field in the Amount of \$15,910.26 and to be Funded by MDOT Multi-Modal Grant MM-0068-0920” is enumerated, this consent item is thereby approved.

Two quotes received: Rebel Services, LLC - \$15,910.26 and QTpod - \$19,290.00

6. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM REBEL SERVICES, LLC FOR INSTALLING A JET A HOSE REEL, HOSE, AND NOZZLE TO THE SELF-SERVE TERMINAL AT THE FUEL FARM ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$10,901.77 AND TO BE FUNDED BY MDOT MULTI-MODAL GRANT MM-0068-0920.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Rebel Services, LLC for Installing a Jet A Hose Reel, Hose, and Nozzle to the Self-Serve Terminal at the Fuel Farm on George M. Bryan Field in the amount of \$10,901.77 and to be funded by MDOT Multi-Modal Grant MM-0068-0920” is enumerated, this consent item is thereby approved.

Two quotes received: Titan Aviation - \$11,600.00 and Rebel Services, LLC - \$10,901.77

7. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING 19 OF THE BROOKSVILLE GARDEN APARTMENTS LOCATED AT 305 EVERGLADE AVENUE IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building 19 of the Brooksville Garden Apartments located at 305 Everglade Avenue is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF APPROVAL FOR THE MUNICIPAL COURT CLERK TO ATTEND TRAINING IN BILOXI SEPT. 11-13, 2019, WITH ALL EXPENSES TO BE PAID BY THE MS JUDICIAL COLLEGE.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval of Jodi Hogue to attend Municipal Court Clerk Mandatory Training in Biloxi, MS September 11-13, 2019 at no expense to the city” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF THE ACCEPTANCE OF THE JULY FINANCIAL STATEMENTS.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “acceptance of the July Financial Statements” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO DECLARE THE 2006 LADDER 1 FIRE ENGINE SURPLUS AT TIME OF ARRIVAL OF NEW REPLACEMENT TRUCK AND TO BEGIN BID PROCESS TO SELL LADDER 1, VIN 4P1CD01E46A006437 TO HIGHEST AND BEST BIDDER.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval to declare 2006 Ladder 1 Fire Engine surplus at time of arrival of new replacement truck and to begin bid process to sell 2006 Ladder 1, Vin 4P1CD01E46A006437 to highest and best bidder” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ADVERTISE FOR A BUILDING OFFICIAL IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Building Official in the Community Development Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE JACOB DAVENPORT AS A GROUNDS MAINTENANCE WORKER FOR THE AIRPORT DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Jacob Davenport as a Grounds Maintenance Workers for the Airport Department 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.

13. CONSIDERATION TO HIRE COURTNEY COX AS AN AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Courtney Cox as an Airport Operations Manager in the Starkville Airport Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ADVERTISE FOR A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Driver in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE GREGORY GRAYER, ERIQ PURNELL AND ROGER RICHARDSON AS MAINTENANCE WORKERS II IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT AND TO RETAIN THE CANDIDATES FROM THE SELECTION PROCESS HELD ON AUGUST 6, 2019 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE SANITATION DEPARTMENT DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE SANITATION DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Gregory Grayer, Eriq Purnell, and Roger Richardson as Maintenance Workers II in the Sanitation/Environmental Services Department and to retain the candidates from the selection process held on August 6, 2019 for consideration to fill any additional vacant positions in the Sanitation Department due to retirements, terminations, or approved additions to the Sanitation Department within a period of 90 days” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO ADVERTISE FOR A CHIEF OF POLICE IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Chief of Police in the Starkville Police Department” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ADVERTISE FOR A LEAD MAINTENANCE WORKER IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Lead Maintenance Worker in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE CHRISTIAN HOME EDUCATORS FOR USE OF ATHLETIC FIELDS FOR THEIR FOOTBALL, SOCCER AND VOLLEYBALL PROGRAMS.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the approval of the facility use agreement with Starkville Christian Home Educators for use of athletic fields for their football, soccer and volleyball programs” is enumerated, this consent item is thereby approved. (Agreement follows this page)

19. REQUEST AUTHORIZATION TO ALLOW CAPTAIN MARK BALLARD AND ACCREDITATION MANAGER SHONDA DELOACH TO ATTEND THE 2019 CALEA CONFERENCE IN COVINGTON, KY NOVEMBER 13-16, 2019, AT A TOTAL ESTIMATED COST OF \$4,250.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval to allow Captain Mark Ballard and Accreditation Manager Shonda Deloach to attend the 2019 CALEA Conference in Covington, KY on November 13-16, 2019, at a total estimated cost of \$4,250.00” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO ALLOW OFFICER DYLAN BOWERS TO ATTEND THE TIER 1 COMBAT SHOOTING COURSE AT THE NORTH MISSISSIPPI LAW ENFORCEMENT TRAINING CENTER, SEPTEMBER 25-26, 2019 AT AN ESTIMATED COST OF \$200.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval to allow Officer Dylan Bowers to attend the Tier 1 Combat Shooting Course at the North Mississippi Law Enforcement Training Center, September 25-26, 2019 at an estimated cost of \$200.00” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION FOR THE STARKVILLE POLICE DEPARTMENT TO APPLY FOR, AND ACCEPT IF AWARDED, A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$24,411.00, FOR AN AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, and adopted by the Board to approve the August 20, 2019 Official Agenda, and to accept items for consent, whereby the “approval for the Starkville Police Department to apply for, and accept if awarded, a 100% reimbursable grant in the amount of \$24,411.00 for an automated fingerprint identification system” is enumerated, this consent item is thereby approved.

**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 HOME EDUCATORS**, 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, 2020. The City will permit the User to use athletic fields located at McKee Park and the Starkville Sportsplex, 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, for the purposes of practices and games. 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 without cause.

1.02 The user shall end all scheduled activities by 6 p.m. at McKee Park and the Starkville Sportsplex Softball fields, and by 5:30 p.m. at the Starkville Sportsplex Soccer Fields, unless otherwise approved by the City.

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)** Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility
- (b)** Paying for all damages related to and arising out of use of the Facility by the User

(c) 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) Cleaning and stocking of restrooms

(b) General grounds maintenance of Facility and City-installed equipment

(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 play that occurs on closed fields.

1.07 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

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 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 practices and games

- (b) Identification of field(s) to be used
- (c) 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.
- (d) 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 acknowledges that parents shall remain on-site at all times and provide direct supervision for their children, in lieu of requiring any members of the organization to undergo a 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 HOME
EDUCATORS**

CITY OF STARKVILLE

By:_____

By:_____

Printed Name:_____

Mayor

Date:_____

Title:_____

Date:_____

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

POLICY NUMBER: RPG0000030637700

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2019

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

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

PRODUCER K&K Insurance Group, Inc. 301 Commerce Street, Suite 2370 Fort Worth TX 76102		CONTACT NAME: Sports Division PHONE (A/C, No, Ext): 817-339-2029 E-MAIL ADDRESS: contact@pullenins.com FAX (A/C, No): (224)572-5709	
INSURED Starkville Christian Home Educators 2956 Henryvill Road Cedarbluff MS 39741		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23787	

COVERAGES**CERTIFICATE NUMBER:** 8641**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		6BRPG0000030637700	08/13/2019	08/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Participant Legal Liab \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Payments for Participants			6BRPG0000030637700	08/13/2019	08/13/2020	Excess Medical 25,000

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

Certificate Holder is an Additional Insured but only with respect to the operations of the Named Insured

CERTIFICATE HOLDER**CANCELLATION**

City of Starkville 110 W Main St Starkville MS 39759	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill encouraged everyone to attend the upcoming Saturday Market at Fire Station Park, in that it is the last of the season. She announced that the Affordable Housing Project on Reed Road has been approved.

BOARD OF ALDERMEN COMMENTS:

Alderman Perkins welcomed Pastor Tucker as the newest Police Chaplin.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that citizens are still concerned with cars racing and speeding on City streets especially now that school is back in session. He appreciates all the safety officials and what they do for the public.

Rodney Lincoln, Sturgis Rally Board member, thanked the City for welcoming the Sturgis Motorcycle attendees during the recent rally.

PUBLIC APPEARANCES:

SUPERVISOR BRICKLEE MILLER PROVIDING AN UPDATE ON THE 20 YEAR ANNIVERSARY OF THE MISSISSIPPI HORSE PARK WITH THE BUDGET REQUEST.

Bricklee Miller, Director of the Mississippi Horse Park, thanked the City for their continued support of the Park. With 2019 being the twentieth anniversary of the Park, she presented an overview of events held at the Park and economic impact the Park has made to the community in the twenty years. There will be a breakfast for the public celebrating the twentieth anniversary on September 6, 2019 from 6 am to 9 am.

AAU TRACK AND FIELD ORGANIZATION – FELECIA ASHFORD

Ms Ashford distributed data which showed annual expenditures of the Mississippi Goal Chasers. She requested that the City consider assisting with these costs in the upcoming budget.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF CU 19-08 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME ON A LOT LOCATED ON THE WEST SIDE OF GRETA LANE APPROXIMATELY 1,275 FEET SOUTH OF THE RAIL ROAD CROSSING IN A R-5 ZONE WITH THE PARCEL NUMBER 103P-08-012.00.

Daniel Havelin presented Conditional Use request 19-08. The applicants, Roy and Linda Rieves, are seeking a Conditional Use to place a mobile home on a lot located on the west side of Greta Lane approximately 1,275 feet south of the rail road crossing in a R-5 zone with the parcel number 103P-08-012.00. The property is zoned R-5 and in order to place a “mobile home”, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart.

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

The Rieves thank the Board for their consideration of the conditional use. They have relatives on the adjoining properties.

There being no additional comments, the Mayor announced the public hearing closed.

22. CONSIDERATION OF CU 19-08 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME ON A LOT LOCATED ON THE WEST SIDE OF GRETA LANE APPROXIMATELY 1,275 FEET SOUTH OF THE RAIL ROAD CROSSING IN A R-5 ZONE WITH THE PARCEL NUMBER 103P-08-012.00.

Alderman Vaughn, duly seconded by Alderman Sistrunk, offered a motion to approve CU 19-08 with the condition that the applicant begin the permitting process with the City within six months. 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 Hamp Beatty	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.

FIRST PUBLIC HEARING ON THE FISCAL YEAR 2019-2020 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE

Mayor Spruill opened the Public Hearing and called for public comments on the Fiscal Year 2019-2020 Budget and the Tax Millage.

Chris Taylor, Ward 7, asked that the Board find some funding in the budget to assist the AAU Track group and the women's shelter.

There being no additional comments, the Mayor announced the public hearing closed.

23. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE GARAN MANUFACTURING REDEVELOPMENT PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN; AND ESTABLISHING A REDEVELOPMENT PROJECT AREA PURSUANT TO SECTION 57-91-1, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, AND WHICH REDEVELOPMENT PROJECT AREA SHALL BE KNOWN AS THE GARAN MANUFACTURING REDEVELOPMENT PROJECT; AND FOR RELATED PURPOSES.

Chris Gouras presented the request on behalf of Castle Starkville Properties, LLC. The developer is proposing a 90,000 square foot retail center at the current Garan Industries site on Highway 12 after Garan relocates to the Starkville Industrial Park.

Alderman Sistrunk, duly seconded by Alderman Carver, offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, determining the necessity for and invoking the authority granted to municipalities by the legislature with respect to tax increment financing as set forth in Chapter 45 of Title 21, Mississippi Code Of 1972, as amended, determining that the Garan Manufacturing Redevelopment Project is a project eligible for Tax Increment Financing; that a Public Hearing be conducted in connection with the Tax Increment Financing Plan; and establishing a Redevelopment Project Area pursuant to Section 57-91-1, Et Seq., Mississippi Code Of 1972, as amended, and which redevelopment project area shall be known as the Garan Manufacturing Redevelopment Project; and for related purposes.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE GARAN MANUFACTURING REDEVELOPMENT PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN; AND ESTABLISHING A REDEVELOPMENT PROJECT AREA PURSUANT TO SECTION 57-91-1, ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED, AND WHICH REDEVELOPMENT PROJECT AREA SHALL BE KNOWN AS THE GARAN MANUFACTURING REDEVELOPMENT PROJECT; AND FOR RELATED PURPOSES.

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

1. The Mississippi “Tax Increment Financing Act,” Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “TIF Act”), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects, as defined therein, with the use of Tax Increment Financing (“TIF”), and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended (the “Interlocal Act”).

2. The Board has received and has conducted hearings on the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (the “Redevelopment Plan”) for the City, and approved the Redevelopment Plan on April 4, 2006. The Redevelopment Plan constitutes a qualified plan under the TIF Act.

3. The Board will be presented with a tax increment financing plan entitled *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019* (the “TIF Plan”), the purpose of which is to provide a financing mechanism to pay the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”). The TIF Plan has attached as exhibits the map and legal description of the land to be included in the proposed TIF District. The TIF District should be established by the Board as described in the TIF Plan, and the Redevelopment Plan should have the TIF Plan attached or included by reference therein after a public hearing on the matter.

4. Castle Starkville, LLC (the “Developer”), is proposing to redevelop approximately 10.1 acres described in Exhibit A attached hereto and incorporated here by reference (the “TIF District”) into an approximately 89,000 square foot retail development and related improvements (the “Project”) in the City, as described in the TIF Plan. The City may enter into an Interlocal Cooperation Agreement with Oktibbeha County, Mississippi (the “County”), pursuant to the Interlocal Act to support the Project and to allow TIF Bond proceeds to be used to pay for the costs of the Infrastructure Improvements to support the Project. These costs will equal or exceed the sum of Three Million Dollars (\$3,000,000). The Developer is requesting the assistance of the City and the County in providing funding for the Infrastructure Improvements by the utilization of TIF.

5. The Mississippi “Economic Redevelopment Act,” Title 57, Chapter 91, Mississippi Code of 1972, as Amended (“MERA”) and the Mississippi “Brownfields Voluntary Cleanup and Redevelopment Act,” Title 49, Chapter 35, Mississippi Code of 1972, as Amended (the “Brownfield Act”), encourage economic development on and around environmentally contaminated sites by providing incentives to defray the remediation costs associated with cleaning up contaminated property through a program referred to herein as the “Brownfield Program.”

7. The City has identified the TIF District as a potential location for redevelopment under MERA.

8. The Developer has requested that the City participate in the Brownfield Program, which program provides for the State of Mississippi acting through the Mississippi Department of Environmental Quality (“MDEQ”) and the Mississippi Development Authority (“MDA”) to rebate up to 2.5 times the abatement costs from sales tax generated from the redevelopment area designated by the City.

9. MERA requires, among other things, the City’s designation of the proposed project area as a “redevelopment area”; an application by the City to MDA for a Certificate of Public Convenience and Necessity for the redevelopment area; and, along with such application, a development agreement between the City and Developer. Furthermore, the Developer must apply to MDEQ for the designation of the redevelopment area as a “Brownfield Site” and is required to execute a development agreement with MDEQ regarding the remediation of the redevelopment area.

10. The Project appears to be a project of major economic significance within the City, to qualify as a project eligible for TIF under the Redevelopment Plan and to qualify for the incentives provided for in MERA, and the City’s participation is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City. The Developer will incur expenditures for the cleanup of the property, estimated at \$500,000, and intends to defray the remediation costs through the incentive in the Brownfield Program. It is proposed that the City’s sales tax rebate shall be utilized for TIF as contemplated herein and in the TIF Plan upon the expiration of the Project’s participation in the Brownfield Program.

11. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the anticipation that TIF moneys will be available in the future. Upon establishment of the TIF District and the approval of the inclusion of the TIF Plan as a part of the Redevelopment Plan, the City wishes to reimburse the Developer for this expense in whole or part, up to the amount of moneys available from the proceeds of TIF bonds in the principal amount not to exceed Three Million Dollars (\$3,000,000) (the "TIF Bonds"), at the time TIF Bonds are issued in the future. The TIF Bonds will be secured solely by a pledge of the increase in ad valorem taxes on real and personal property generated within the TIF District and seventy-five percent (75%) of the increase in sales taxes generated within the TIF District; provided, however, that the amount of the TIF Bonds to be issued shall be based upon one hundred percent (100%) of the increase in the City's ad valorem taxes on real and personal property generated within the TIF District and fifty percent (50%) of the increase in sales taxes generated within the TIF District together with seventy-five percent (75%) of the incremental increase in the County's ad valorem taxes on real and personal property generated within the TIF District. The funds derived from the sale of the TIF Bonds will be used to acquire and construct or reimburse the Developer for costs of the Infrastructure Improvements. The TIF Bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

12. The City reasonably expects that it and or the Developer will incur expenditures for the Infrastructure Improvements prior to the issuance of the TIF Bonds, and that it should declare its official intent to reimburse expenditures made in anticipation of the issuance of the TIF Bonds.

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

SECTION 1. The Board hereby declares its intention, upon establishment of the TIF District and the approval of the TIF Plan, to issue TIF Bonds not to exceed Three Million Dollars (\$3,000,000), for the Infrastructure Improvements. The TIF Bonds will be secured solely by a pledge of the increase in ad valorem taxes of the City and the County on real and personal property generated within the TIF District and 75% of the increase in sales taxes rebates for the City generated within the TIF District as described in the TIF Plan. The funds derived from the sale of the TIF Bonds will be used for the Infrastructure Improvements. The TIF Bonds shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

SECTION 2. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Board hereby declares its official intent to reimburse expenditures made for the Infrastructure Improvements prior to the issuance of the TIF Bonds solely with proceeds of the TIF Bonds to the extent permitted by the Reimbursement Regulations. The TIF Bonds will be secured solely by a pledge of the increased ad valorem taxes for the City and the County and sales tax rebates for the City generated within the proposed TIF District.

{C2085216 }

SECTION 3. A public hearing shall be held with respect to the TIF Plan and the issuance of the TIF bonds at the regular meeting room of the Board at the City Hall of the City of Starkville, Mississippi at 5:30 p.m., on the 3rd day of September, 2019.

SECTION 4. The City Clerk is hereby directed to publish a notice of the public hearing in the *Starkville Daily News*, a newspaper in which the City is authorized to publish legal notices, the publication of which shall not be more than twenty (20) days and not less than ten (10) days prior to the date set forth in Section 3 above, pursuant to and in compliance with the requirements of the TIF Act. Said notice is attached hereto as Exhibit B. A copy of the TIF Plan will be available for examination in the office of the City Clerk at City Hall, Starkville, Mississippi.

SECTION 6. The Board hereby establishes the TIF District as a “redevelopment area” as required by MERA.

SECTION 7. If required by MERA and upon approval by the Board of Aldermen, the Mayor is authorized to execute and the municipal clerk is authorized to attest a development agreement with the Developer and MDA regarding the redevelopment of the TIF District pursuant to MERA.

SECTION 8. The Mayor is authorized to execute and the municipal clerk is authorized to attest to any and all documents necessary for the submission of an application to MDA for the certification of the TIF District as a redevelopment project area pursuant to MERA.

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

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Sandra Sistrunk	voted: _____
Alderman Roy A.’ Perkins	voted: _____
Alderman Jason Walker	voted: _____
Alderman Hamp Beatty	voted: _____
Alderman Henry Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the __ day of August, 2019.

City of Starkville, Mississippi

Lynn A. Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

{C2085216 }

EXHIBIT A

LEGAL DESCRIPTION OF THE TIF DISTRICT

Being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and recorded in the Office of the Chancery Clerk, Oktibbeha County, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC and being more particularly described as follows, to wit:

Commencing at a one and one half inch pipe found on the North right of way of the railroad and at the Southeast corner of said Lot 1 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 58 degrees 37 minutes West along said North right of way for a distance of 862.9 feet to a one half inch iron pin set at the intersection of said North right of way with the East right of way of Industrial Park Road; thence North 10 degrees 40 minutes West along said East right of way for a distance of 289.8 feet to the beginning of a curve to the left having a radius of 603.3 feet and being subtended by a chord bearing of North 17 degrees 53 minutes West for a distance of 151.5 feet; thence along said curve and East right of way for an arc length of 151.9 feet to a one half inch iron pin set at the intersection of said East right of way with the South right of way of MS Highway No. 12; thence North 47 degrees 28 minutes East along said South right of way for a distance of 950.0 feet to a punch mark set in a concrete drive; thence South 12 degrees 25 minutes East leaving said South right of way for a distance of 636.8 feet to the POINT OF BEGINNING. Said parcel being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and contains 10.1 acres, plus or minus. Reference bearing for this property description is based on GPS Grid.

EXHIBIT B

NOTICE OF PUBLIC HEARING TAX INCREMENT FINANCING PLAN

GARAN MANUFACTURING REDEVELOPMENT PROJECT,

CITY OF STARKVILLE, MISSISSIPPI

Notice is hereby given that a public hearing will be held on the 3rd day of September, 2019, at 5:30 o'clock p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi* (the "TIF Plan"), for consideration by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "City"). The City proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is for the City to issue tax increment financing revenue bonds or notes (the "Bonds"), in one or more series and in an amount not to exceed Three Million Dollars (\$3,000,000), which funds will be used for the purpose of providing a financing mechanism to pay for the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"). The Bonds shall be secured by a pledge of the incremental increase in ad valorem tax revenues on real and personal property and seventy-five percent of the sales tax rebates within the TIF District, as described in the TIF Plan. The Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City, nor create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales tax rebates referenced above.

Construction of the Infrastructure Improvements and payment of the Bonds issued will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City.

Copies of the TIF Plan and the Tax Increment Financing Redevelopment Plan are available for examination in the office of the City Clerk in Starkville, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 20th day of August, 2019.

Lesa Hardin, City Clerk

24. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING REIMBURSEMENT TO THE MUNICIPALITY FOR CERTAIN EXPENDITURES OF THE AUTHORIZED PURPOSE AND THE PROJECT FROM THE PROCEEDS OF BONDS, THE QUALIFIED OBLIGATION, OR THE LOAN ISSUED FOR SUCH AUTHORIZED PURPOSE AND PROJECT; AND FOR RELATED MATTERS ASSOCIATED WITH A NEW SPORTS TOURNAMENT AND RECREATIONAL FACILITIES OF THE CITY.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing reimbursement to the municipality for certain expenditures of the authorized purpose and the project from the proceeds of bonds, the qualified obligation, or the loan issued for such authorized purpose and project; and for related matters associated with a new sports tournament and recreational facilities of the City. 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 Hamp Beatty	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, AUTHORIZING REIMBURSEMENT TO THE MUNICIPALITY FOR CERTAIN EXPENDITURES OF THE AUTHORIZED PURPOSE AND THE PROJECT FROM THE PROCEEDS OF BONDS, THE QUALIFIED OBLIGATION, OR THE LOAN ISSUED FOR SUCH AUTHORIZED PURPOSE AND PROJECT; AND FOR RELATED MATTERS.

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

SECTION 1. 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 House Bill No. 1565, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2019 and signed by the Governor (the "Governor") of the State on April 3, 2019 (the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), or Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act") (together, the "Act").

"Authorized Purpose" shall mean erecting municipal buildings, and purchasing buildings and land therefor, and for repairing, improving, adorning and equipping the same; constructing, improving and paving streets, sidewalks and parkways, and purchasing land therefor; constructing bridges and culverts; repairing, improving and extending the sanitary, storm, drainage and sewerage systems of the municipality; improving and equipping parks and public playgrounds and constructing, repairing and equipping recreational facilities, including without limitation a swimming pool or pools and related facilities; and purchasing machinery and heavy equipment which will have an expected useful life in excess of ten (10) years for the use of the public works department, but specifically not including any motor vehicles weighing less than twelve thousand (12,000) pounds.

"Bank" shall mean the Mississippi Development Bank.

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

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

“Mayor” shall mean the Mayor of the Municipality.

“Municipality” shall mean the City of Starkville, Mississippi.

“Project” shall mean providing funds to construct, finance, operate, equip, lease, and maintain new sports tournament and recreational facilities of the Municipality and improve existing sports and recreational facilities of the Municipality.

SECTION 2. On November 6, 2018, the Governing Body adopted a resolution stating the intent to levy an additional 1% economic development, tourism, and convention tax for the purpose of improving the parks and recreation facilities of the Municipality.

SECTION 3. The Authority Act was approved by the Legislature of the State and signed by the Governor of the State.

SECTION 4. On April 16, 2019, the Governing Body adopted a resolution calling for a special election on the issue of levying an additional 1% economic development, tourism, and convention tax for the purpose of improving the parks and recreation facilities of the Municipality.

SECTION 5. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019.

SECTION 6. Pursuant to the Act and other applicable laws of the State, the Municipality is authorized to undertake activities for the Authorized Purpose and the Project, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the “Bonds”), issuing a bond of the Municipality (the “Qualified Obligation”) for sale to the Bank, or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), all in the maximum principal amount of Twenty-Two Million Dollars (\$22,000,000), issued in one or more series.

SECTION 7. The Municipality reasonably expects that it will incur expenditures for the Authorized Purpose and the Project for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, all in the maximum principal amount of Twenty-Two Million Dollars (\$22,000,000), issued in one or more series, and that it should declare its official intent to reimburse its general fund or special tax fund for all or a portion of such expenditures of the Authorized Purpose and the Project made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

NOW, THEREFORE, be it resolved by the Governing Body, acting for and on behalf of the Municipality, as follows:

SECTION 1. The Governing Body hereby declares its intention to pursue the issuance of the Bonds, the Qualified Obligation, or the Loan, issued in one or more series, to provide funds for the Authorized Purpose and the Project.

SECTION 2. Pursuant to Section 1.150-2 of the Treasury Regulations (the “Reimbursement Regulations”), the Governing Body hereby declares its official intent to reimburse the Municipality’s general fund or special tax fund for expenditures made for the Authorized Purpose and the Project prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 3. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds, the Qualified Obligation, or the Loan.

SECTION 4. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

Following the reading of the foregoing resolution and discussion thereof, Alderman Sandra Sistrunk moved and Alderman David Little 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 Hamp Beatty	voted: Aye
Alderman Roy A'. Perkins	voted: Nay
Alderman Henry N. Vaughn, Sr.	voted: Nay

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 20th day of August, 2019.

CITY OF STARKVILLE, MISSISSIPPI

ATTEST:

D. Lynn Spruill, Mayor

Lesa Hardin, City Clerk

(seal)

25. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DIRECTING THE ISSUANCE OF THE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2019 (THE "QUALIFIED OBLIGATION"), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000).

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, directing the issuance of the General Obligation Public Improvement Bonds, Series 2019 (the "Qualified Obligation"), of the City of Starkville, Mississippi, in the maximum principal amount of three million dollars (\$3,000,000). 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 Hamp Beatty	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 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DIRECTING THE ISSUANCE OF THE GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2019 (THE "QUALIFIED OBLIGATION"), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000), IN ONE OR MORE SERIES, TO RAISE MONEY FOR THE PURPOSE OF ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; PLANNING, CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR, AND/OR PURCHASING STREET TRAFFIC CONTROL DEVICES AND SIGNALIZATION; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; PRESCRIBING THE FORM AND INCIDENTS OF THE QUALIFIED OBLIGATION; APPROVING THE FORM AND EXECUTION OF A QUALIFIED OBLIGATION PURCHASE AGREEMENT FOR THE SALE OF THE QUALIFIED OBLIGATION TO THE BANK AND A BANK BONDS PURCHASE AGREEMENT FOR THE SALE OF THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000) MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2019 (STARKVILLE, MISSISSIPPI, GENERAL OBLIGATION PUBLIC IMPROVEMENT PROJECT) (THE "BANK BONDS") TO THE UNDERWRITER; APPROVING AND AUTHORIZING THE FORM OF AND THE EXECUTION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT PERTAINING TO THE BANK BONDS; APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS; AUTHORIZING BOND INSURANCE AND RATINGS AND AUTHORIZING COVENANTS WITH RESPECT THERETO; PAYING THE RELATED COSTS OF THE AUTHORIZATION, ISSUANCE, SALE, VALIDATION, AND DELIVERY OF THE QUALIFIED OBLIGATION AND THE BANK 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:

SECTION 8. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless the context or use otherwise requires. Words of the masculine gender should be deemed and constructed to include correlative words of the female and neuter gender. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture.

"Act" means together the Bank Act and the Municipal Improvements Act.

"Authorized Purpose" means establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor, and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions.

"Bank Act" means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended.

"Bank Bonds" means the Mississippi Development Bank Special Obligation Bonds, Series 2019 (Starkville, Mississippi, General Obligation Public Improvement Project), in the maximum principal amount of Three Million Dollars (\$3,000,000), issued pursuant to the Indenture.

"Bank Bonds Purchase Agreement" means the bond purchase agreement among the Bank, the Municipality, and the Underwriter, in connection with the sale and issuance of the Bank Bonds.

"Bond Counsel" means an attorney or firm of attorneys approved by the Municipality and the Bank which are nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law. Jones Walker LLP, Jackson, Mississippi, is serving as Bond Counsel in connection with the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds.

"Bond Insurer" means the Bond Insurer (if any) as defined in Section 22 hereof, or any successor thereto or assignee thereof.

"Bond Register" means the books for the registration and transfer of the Qualified Obligation kept by the Trustee in its capacity as registrar and transfer agent of the Qualified Obligation.

"City Clerk" means the City Clerk of the Municipality.

"Code" means the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

"General Account" means the account by that name created by the Indenture.

"General Fund" means the fund by that name created by the Indenture.

"Governing Body" means the Mayor and Board of Aldermen of the Municipality.

"Governmental Obligations" means to the extent permitted by State law: (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means the Indenture of Trust between the Bank and the Trustee pursuant to which the Bank Bonds are issued, and all supplements and amendments thereto.

"Interest Payment Date" means each date, annual or semiannual, for the payment of interest due on the Qualified Obligation, as further defined in the Indenture.

"Mayor" means the Mayor of the Municipality.

"Municipality" means the City of Starkville, Mississippi, a "local governmental unit" under the Bank Act.

"Municipal Improvements Act" means the provisions of Section 21-33-301 *et seq.*, Mississippi Code of 1972, as amended.

"Municipality Resolution" means this resolution adopted by the Governing Body on August 20, 2019, in connection with the issuance of the Qualified Obligation.

"Paying Agent" means a banking association or corporation organized and existing under the laws of the State, or any successor thereto, acting as the Paying Agent under the Municipality Resolution, to be hereinafter designated.

"Project" means, together, providing funds (i) to finance the costs of the Authorized Purpose, (ii) paying the costs of the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds, and (iii) funding a capitalized interest fund, if necessary.

"Qualified Obligation" means the General Obligation Public Improvement Bond, Series 2019, in the maximum principal amount of Three Million Dollars (\$3,000,000), issued by the Municipality pursuant to the Municipality Resolution and registered to the Trustee as assignee of the Bank pursuant to the Indenture.

"Qualified Obligation Purchase Agreement" means the purchase agreement to be executed by and between the Municipality and the Bank, in connection with the sale and issuance of the Qualified Obligation.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Price" means, with respect to any Bank Bond, the principal amount thereof, plus the applicable premium, if any, and accrued but unpaid interest payable upon redemption of such Bank Bond prior to maturity.

"Registered Owner" means the person or persons in whose name the Qualified Obligation shall be registered on the Bond Register.

"State" means the State of Mississippi.

"Trustee" means a state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under the Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bank Bonds issued and secured under the terms of the Indenture, to be hereinafter designated.

"Underwriter" or "Placement Agent" means Stephens Inc., Little Rock, Arkansas.

SECTION 9. On November 7, 2017, 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 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT 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 SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), IN ONE OR MORE SERIES, TO RAISE MONEY FOR THE PURPOSE OF ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; PLANNING, CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR, AND/OR PURCHASING STREET TRAFFIC CONTROL DEVICES AND SIGNALIZATION; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES"** (the "Resolution of Intent").

SECTION 10. As required by law and as directed by the Resolution of Intent, the Resolution of Intent was published once a week for at least three (3) consecutive weeks in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended,, the first publication having been made not less than twenty-one (21) days prior to December 5, 2017, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on November 15, 2017, November 22, 2017, and November 29, 2017, as evidenced by the publisher's affidavit on file in the office of the City Clerk.

SECTION 11. On or prior to December 5, 2017, at 5:30 pm, the date and hour set for the receipt of protests, no written protest or other objection of any kind or character against the issuance of the debt obligations described in the Resolution of Intent were filed or presented by qualified electors of the Municipality.

SECTION 12. Pursuant to that certain resolution adopted by the Governing Body on December 5, 2017, entitled **"RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY OR A GENERAL OBLIGATION 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 SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), IN ONE OR MORE SERIES, TO RAISE MONEY FOR THE PURPOSE OF ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND**

REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; PLANNING, CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR, AND/OR PURCHASING STREET TRAFFIC CONTROL DEVICES AND SIGNALIZATION; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; AND FOR RELATED PURPOSES,” the Municipality was authorized and empowered by the provisions of the Act to issue its Qualified Obligation, without an election on the question of the issuance thereof, pursuant to further resolutions of the Governing Body.

SECTION 13. The Municipality issued its General Obligation Public Improvement Bond, Series 2018 (Starkville, Mississippi, General Obligation Public Improvement Project), in the maximum principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000), dated and issued April 30, 2018, pursuant to a resolution adopted by the Governing Body of the Municipality on February 20, 2018.

SECTION 14. At the request of the Municipality, the Bank issued its \$4,500,000 Special Obligations Bonds, Series 2018 (Starkville, Mississippi, General Obligation Public Improvement Project), in the maximum principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000), dated and issued April 30, 2018, pursuant to a resolution adopted by the Board of Directors of the Bank (the “Board”) on February 14, 2018;

SECTION 15. The Municipality is now authorized to issue and sell the Qualified Obligation registered as to principal and interest in the form and in the manner hereinafter provided.

SECTION 16. This Municipality Resolution is hereby adopted by the Governing Body pursuant to the provisions of the Act to direct the issuance and sale of the Qualified Obligation for the Project and in accordance with the procedures set forth herein.

SECTION 17. The Bank is authorized pursuant to the Bank Act to issue its Bank Bonds for the purpose of purchasing the Qualified Obligation of the Municipality to finance the Project.

SECTION 18. The Governing Body is now authorized to issue, in its discretion, and under the provisions of the Act, the Qualified Obligation in the maximum principal amount of Three Million Dollars (\$3,000,000) in order to finance the Project. It is advisable and in the public interest to issue the Qualified Obligation for the Authorized Purpose and the Project registered as to principal and interest in the form and manner hereinafter provided for.

SECTION 19. It has now become necessary to make provision for the preparation, execution, and issuance of the Qualified Obligation, which may be issued as hereinafter set forth.

SECTION 20. The Governing Body desires to: (i) authorize the Municipality to issue and sell its Qualified Obligation to the Bank; (ii) authorize the Bank to negotiate the sale of the Bank Bonds to the Underwriter for purposes of a private placement of the Bank Bonds; (iii) authorize the appointment of the Trustee under the indenture of trust, to be dated the date of delivery thereof, between the Bank and the Trustee (the “Indenture”) for the Bank Bonds, and also as Paying Agent for the Bank Bonds; and (iv) approve the payment of costs of authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds.

SECTION 21. The Governing Body finds it necessary to approve the form of, execution of, and distribution of, as applicable: (i) the bond purchase agreement for the sale of the Qualified Obligation of the Municipality to the Bank, in substantially the form attached hereto as **Exhibit A** (the “Qualified Obligation Purchase Agreement”); (ii) the Indenture, in substantially the form attached hereto as **Exhibit C**; (iii) the Post Issuance Compliance

Procedures, in substantially the form attached hereto as **Exhibit D** (the "Post Issuance Compliance Procedures"); (iv) the bond purchase agreement for the sale of the Bank Bonds to the Underwriter, in substantially the form attached hereto as **Exhibit B** (the "Bank Bonds Purchase Agreement").

SECTION 22. It is advisable and in the public interest to authorize the Mayor to arrange for a bond rating for the Qualified Obligation and the Bank Bonds in the event that said officer determines that obtaining any such rating is in the best interests of the Municipality. The Governing Body should authorize the obtaining of such rating, the execution of any documents necessary or appropriate for such purpose, and the commitment to pay the rating fee and usual costs pertaining to any such rating by the Mayor if such officer determines any such rating to be in the best interest of the Municipality

SECTION 23. It is advisable and in the public interest to authorize the Mayor to arrange for municipal bond insurance to guarantee the payments of the principal of and interest on the Qualified Obligation and/or the Bank Bonds from a municipal bond insurance corporation in the event that said officer determines that obtaining any such municipal bond insurance is in the best interests of the Municipality. The Governing Body should authorize the obtaining of such municipal bond insurance, the execution of any documents necessary or appropriate for such purpose, and the commitment to pay the fees and usual costs, if any, pertaining to any such municipal bond insurance by the Mayor if such officer determines any such rating to be in the best interest of the Municipality.

SECTION 24. The Bank Bonds will not be private activity bonds as such term is defined in Section 141 of the Code.

SECTION 25. 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 Bank 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 Bank Bonds from gross income for purposes of federal income taxation since such exclusion will depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

SECTION 26. The Qualified Obligation will be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Qualified Obligation according to the terms thereof.

SECTION 27. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Sixty Million Six Hundred Sixty-One Thousand Three Hundred Ten Dollars (\$260,661,310); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by the Municipal Improvements Act, in the amount of Twenty-Five Million Three Hundred Ninety-Five Thousand Dollars (\$25,395,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of Twenty-Eight Million Thirty-Six Thousand Six Hundred Forty-Three Dollars (\$28,036,643); the issuance of the Qualified Obligation, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

SECTION 28. The amount of the Qualified Obligation, when added to the outstanding indebtedness of the Municipality, will not exceed any constitutional or statutory limitation on indebtedness.

SECTION 29. The Municipality desires to go forward with preparation for the issuance of the Qualified Obligations and the Bank Bonds and desires to approve the engagement of certain professionals to assist with the issuance of the Qualified Obligation and the Bank Bonds.

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

SECTION 1. MUNICIPALITY RESOLUTION CONSTITUTES A CONTRACT. In consideration of the purchase and acceptance of the Qualified Obligation by the Registered Owner thereof, this Municipality Resolution shall constitute a contract between the Municipality and the Registered Owner from time to time of the Qualified Obligation. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection, and security of the Registered Owner of the Qualified Obligation, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction.

SECTION 2. AUTHORIZATION AND PURPOSE OF QUALIFIED OBLIGATION. The Qualified Obligation is hereby authorized and ordered to be prepared and issued in the maximum principal amount of not to exceed Three Million Dollars (\$3,000,000) to raise money for the Project, as authorized by the Act, and including the payment of a premium for municipal bond insurance, if any, to guarantee the payments of the principal of and interest on the Bank Bonds and the Qualified Obligation.

SECTION 3. TERMS OF QUALIFIED OBLIGATION. The Qualified Obligation shall be registered as to both principal and interest; shall be dated the date of the Bank Bonds; shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds as provided in the Indenture, payable at such times as provided in the Indenture; and shall mature and become due and payable, with option of prior payment, in the same manner and the same dates and times as provided for the Bank Bonds in the Indenture.

SECTION 4. REDEMPTION OF QUALIFIED OBLIGATION.

The Qualified Obligation is subject to redemption at the option of the Municipality and scheduled mandatory redemption prior to maturity thereof, only at the times, to the extent, in the manner, and in the amounts that the Bank Bonds are subject to optional and mandatory redemption as provided in the Indenture. The Municipality shall provide proper notice to the Bank and the Trustee as provided in the Indenture in the event the Municipality elects to redeem the Qualified Obligation or any portion thereof, and redemption of the Qualified Obligation or any portion thereof shall be as provided in the Indenture. It is intended that redemption of the Qualified Obligation or any portion thereof may only occur through the processes provided in the Indenture, and the Municipality hereby accepts such redemption provisions by this reference.

SECTION 5. REGISTRATION AND EXECUTION OF QUALIFIED OBLIGATION.

(a) When the Qualified Obligation shall have been validated and executed as herein provided, the Qualified Obligation shall be registered as an obligation of the Municipality in a book maintained for that purpose by the Paying Agent, and the City Clerk shall cause to be imprinted upon the Qualified Obligation, over the signature of said City Clerk (or a facsimile thereof) and the seal of the Municipality (or a facsimile thereof), the City Clerk's certificate in substantially the form set out in Section 8 hereof.

(b) The Qualified Obligation 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 Qualified Obligation, other than the signature of an authorized officer of the Paying Agent as hereinafter provided, 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 Qualified Obligation 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.

SECTION 6. DELIVERY OF QUALIFIED OBLIGATION.

(a) The Qualified Obligation shall be delivered to the Trustee as assignee of the Bank as purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Qualified Obligation Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale, and validation of the Qualified Obligation, and the final, unqualified approving opinion of Bond Counsel.

(b) Prior to or simultaneously with the delivery by the Paying Agent of the Qualified Obligation, the Municipality shall file with the Paying Agent:

(1) a copy, certified by the City Clerk, of this Municipality Resolution and of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, and validation of the Qualified Obligation;

(2) an authorization to the Paying Agent, signed by the Mayor or the City Clerk, to authenticate and deliver the Qualified Obligation to the Trustee and stating the purchase price of the Qualified Obligation; and

(3) such other moneys or documentation, if any, as may be required by this Municipality Resolution or the Indenture.

(c) The Paying Agent shall authenticate the Qualified Obligation and deliver it to the Trustee upon payment of the purchase price of the Qualified Obligation to the Municipality.

SECTION 7. PROVISIONS CONCERNING THE PAYING AGENT.

(a) The Municipality hereby designates the Trustee as Paying Agent for the Qualified Obligation.

(b) The Municipality shall pay or reimburse the Paying Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents, and 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.

(c) (1) The Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty (60) days' written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date

thereof; provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Municipality 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 thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(3) In the event of a change of Paying Agent, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to this Municipality 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, 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 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 instrument 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 Qualified Obligation.

(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 Municipality Resolution.

(d) 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 7(c)(4) hereof.

SECTION 8. FORM OF QUALIFIED OBLIGATION. The Qualified Obligation shall be in substantially the following form, with such appropriate variations, omissions, and insertions as are permitted or required by the Qualified Obligation Purchase Agreement or this Municipality Resolution, or as shall be approved by the authorized representatives of the Municipality executing the Qualified Obligation, with their execution of the Qualified Obligation to be conclusive evidence of such approval.

THIS QUALIFIED OBLIGATION HAS BEEN ASSIGNED TO _____, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST, DATED AS OF _____, 2019, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") AND THE TRUSTEE. THIS QUALIFIED OBLIGATION IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
OKTIBBEHA COUNTY
CITY OF STARKVILLE, MISSISSIPPI
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2019**

NO. 1

\$ _____

REGISTERED OWNER: _____,
As Assignee of the Mississippi Development Bank

PRINCIPAL AMOUNT: _____ Dollars

The City of Starkville, 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 hereof, at the corporate trust office of _____, _____, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Public Improvement Bond, Series 2019, of the Municipality (this "Qualified Obligation"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Qualified Obligation shall be made to the Registered Owner hereof who shall appear in the registration records of the Municipality maintained by Paying Agent at the times and periods as provided in the Indenture (as defined herein).

The Municipality further promises to pay interest on such principal amount from the date of this Qualified Obligation until said principal sum is paid to the Registered Owner hereof who shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date (as defined in the Municipality Resolution and the Indenture). Interest shall be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

Payments of principal of and interest on this Qualified Obligation shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration records in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date (as defined in the Municipality Resolution and the Indenture).

This Qualified Obligation is issued under the authority of the Constitution and statutes of the State of Mississippi, including Section 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act")

(together, the "Act"), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality, including a resolution adopted on _____, 20__ (the "Municipality Resolution").

This Qualified Obligation is issued in the aggregate authorized principal amount of _____ Dollars (\$_____) for the purpose of (a) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor, and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof (the "Authorized Purpose") and (b) for related purposes, including, without limitation, paying the costs of the authorization, issuance, validation, sale, and delivery of the Qualified Obligation and the Bank Bonds (as defined herein) (the "Project").

The Municipality will duly and punctually pay the principal of, premium, if any, and interest on this Qualified Obligation at the dates and the places and in the manner mentioned in the Municipality Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Qualified Obligation, the Municipality agrees to make payments upon the Qualified Obligation and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (Starkville, Mississippi, General Obligation Public Improvement Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank (the "Bank") and _____, _____, Mississippi, as trustee (the "Trustee"), dated as of _____, 2019 (the "Indenture"), when due, whether upon a scheduled interest payment date, at maturity, or by mandatory redemption, optional redemption, mandatory tender, optional tender, or acceleration.

Reference is hereby made to the Municipality Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Registered Owner, the rights, duties, and obligations of the Municipality and the Registered Holder, and the terms upon which this Qualified Obligation is or may be issued and secured.

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 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.

This Qualified Obligation shall be a general obligation of the Municipality payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the Municipality, without limitation as to time, rate, or amount, upon all of the taxable property within the geographical boundaries of the Municipality adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate, or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the Qualified Obligation in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Qualified Obligation, as to principal of, premium, if any, and interest.

This Qualified Obligation is the only evidence of indebtedness issued and outstanding under the Municipality Resolution. This Qualified Obligation has been purchased by the Bank and has been assigned to

the Trustee under the Indenture. This Qualified Obligation is registered in the name of the Trustee and is non-transferable except as provided in the Indenture.

The Municipality and the Trustee may deem and treat the person in whose name this Qualified Obligation is registered as the absolute owner hereof, whether this Qualified Obligation shall be overdue or not, for the purpose of receiving payment of the principal of, premium, if any, and interest on this Qualified Obligation and for all other purposes. All such payments so made to the Registered Owner shall be valid and effectual to satisfy and discharge the liability upon this Qualified Obligation to the extent of the sum or sums paid, and neither the Municipality nor the Trustee shall be affected by any notice to the contrary.

Upon a default in payment under this Qualified Obligation, the Trustee may, as provided in the Indenture and the Municipality Resolution, declare the principal of and accrued interest on this Qualified Obligation to be due and payable immediately.

Modifications or alterations of the Municipality Resolution may be made only to the extent and under the circumstances permitted by the Municipality Resolution and the Indenture.

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

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Municipality Resolution and the Indenture.

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 Qualified Obligation, in order to make the same a legal and binding general obligation of the Municipality, according to the terms thereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Qualified Obligation, including principal, premium, if any, and interest, the full faith, credit, and taxing power of the Municipality are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Municipality has caused this Qualified Obligation 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 manual or facsimile seal of the Municipality, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on _____, 2019.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Mayor

(seal)

COUNTERSIGNED: _____
City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Qualified Obligation is the Qualified Obligation described in the within-mentioned Municipality Resolution and is the General Obligation Public Improvement Bond, Series 2019, of the City of Starkville, Mississippi.

_____, as Paying Agent

By

Authorized Signatory

Date of Registration and Authentication: _____

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

OKTIBBEHA COUNTY

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

(seal)

City Clerk

SECTION 9. SECURITY FOR QUALIFIED OBLIGATION. The Qualified Obligation shall be a general obligation of the Municipality payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the Municipality, without limitation as to time, rate, or amount, upon all of the taxable property within the geographical boundaries of the Municipality adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate, or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the Qualified Obligation in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Qualified Obligation, as to principal of, premium, if any, and interest.

SECTION 10. AUTHENTICATION OF QUALIFIED OBLIGATION. Only when the Qualified Obligation shall have endorsed thereon a certificate of registration and authentication in substantially the form set forth in Section 8 hereof, duly executed by the Paying Agent, shall such bond be entitled to the rights, benefits, and security of this Municipality Resolution. The Qualified Obligation shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication, and delivery under this Municipality Resolution. The Paying Agent's certificate of registration and authentication on the Qualified Obligation shall be deemed to have been duly executed if signed by an authorized officer of the Paying Agent.

SECTION 11. VALIDATION. The Qualified Obligation shall be submitted for validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, as amended, and to that end the City Clerk is hereby directed to prepare a transcript of all legal papers and proceedings relating to the Qualified Obligation and to certify and forward the same to the State Bond Attorney for the institution of validation proceedings.

SECTION 12. APPLICATION OF PROCEEDS AND OTHER MONEYS.

(a) The Municipality hereby designates the Trustee as Depository for the Municipality (the "Depository") for the Qualified Obligation.

(b) Upon initial delivery of the Qualified Obligation, the proceeds of the sale thereof shall be delivered to the Depository for deposit into the 2019 Improvements Fund (as hereinafter defined) to be used as set forth in Section 13.

SECTION 13. 2019 IMPROVEMENTS FUND. The Municipality hereby establishes the 2019 Improvements Fund (the "2019 Improvements Fund") which shall be maintained with the Depository or another qualified depository. Any income received from investment of monies in the 2019 Improvements Fund shall be deposited in the 2019 Improvements Fund. From the 2019 Improvements Fund there shall first be paid the costs of the Project, including the costs, fees, and expenses incurred by the Municipality in connection with the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds, to the extent not paid from the proceeds of the Bank Bonds pursuant to the Indenture and as authorized by the Act. Any amounts which remain in the 2019 Improvements Fund after the completion of the Project shall be transferred to the Series 2019 Debt Service Fund (as hereinafter defined) established by this Municipality Resolution and used as permitted under State law.

SECTION 14. SERIES 2019 DEBT SERVICE FUND.

(a) The Municipality hereby establishes the Series 2019 Debt Service Fund (the "Series 2019 Debt Service Fund") that shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Qualified Obligation, and the payment of the Paying Agent's fees in connection therewith. There shall be deposited into the Series 2019 Debt Service Fund as and when received:

(1) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;

(2) Any income received from investment of monies in the Series 2019 Debt Service Fund; and

(3) Any other funds available to the Municipality that may be lawfully used for payment of the principal of, premium, if any, and interest on the Qualified Obligation or for other obligations of the Municipality that may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the Series 2019 Debt Service Fund.

(b) As long as any principal of, premium, if any, and interest on the Qualified Obligation or the Bank Bonds remain outstanding and/or other obligations of the Municipality remain outstanding under the Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the Series 2019 Debt Service Fund sufficient monies to make the payments necessary to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds and (ii) any additional payments necessary and required as obligations of the Municipality under the Indenture (the "Payments"), and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 15. CONSIDERATION OF AND APPROVAL OF THE TERMS OF THE BANK BONDS AND THE QUALIFIED OBLIGATION. The Mayor, with all appropriate advice as he deems necessary and advisable, is hereby authorized and directed to make all final determinations necessary to complete and prepare on behalf of the Municipality all documents relating to the Bank Bonds and the Qualified Obligation. Without limiting the generality of the foregoing authorization, the Mayor is authorized to approve the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank

Bonds, the redemption terms of the Bank Bonds, and any other terms of the Bank Bonds and Qualified Obligation; provided, however, that all such determinations shall be made subject to approval by the Executive Director of the Bank, to be evidenced by the execution of the Bank Bonds Purchase Agreement and the Qualified Obligation Purchase Agreement by the Executive Director of the Bank, acting for and on behalf of the Bank, pursuant to a resolution to be adopted by the Bank.

SECTION 16. AWARD OF QUALIFIED OBLIGATION AND BANK BONDS. The Qualified Obligation is hereby awarded and sold to the Bank, in accordance with the terms hereof and the Qualified Obligation Purchase Agreement submitted to the Governing Body in substantially the form attached as **Exhibit A** hereto. The Bank shall sell the Bank Bonds to the Underwriter pursuant to the terms provided in the Bank Bonds Purchase Agreement, and the Municipality hereby approves the sale of the Bank Bonds by the Bank to the Underwriter subject to the approval by the Mayor of the following: (i) a maximum rate of interest or coupon on the Bank Bonds shall not exceed eleven percent (11%) at its initial offering; (ii) approval of the Municipality of the final terms and conditions of the Qualified Obligation Purchase Agreement, including a maturity schedule for the Qualified Obligation not to exceed twenty (20) years and a maximum principal amount not to exceed Three Million Dollars (\$3,000,000), as evidenced by the Municipality's execution of the Qualified Obligation Purchase Agreement; (iii) a principal and interest amortization schedule for repayment of the Bank Bonds acceptable to the Municipality; (iv) approval by the Municipality of the proposal for the sale of the Bank Bonds evidenced by the execution by the Mayor of the Bank Bonds Purchase Agreement; (v) approval by the Municipality of the principal amount of each series of the Bank Bonds by the Mayor's execution of the Bank Bonds Purchase Agreement, and (vi) terms and provisions of the Bank Bonds and the Qualified Obligation in compliance with the Act.

SECTION 17. APPROVAL OF QUALIFIED OBLIGATION PURCHASE AGREEMENT. The Governing Body hereby approves the form of and execution of the Qualified Obligation Purchase Agreement by and between the Bank and the Municipality for the purchase and sale of the Qualified Obligation, and hereby authorizes the Mayor to execute the Qualified Obligation Purchase Agreement on behalf of said Governing Body. All provisions of the Qualified Obligation Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this Municipality Resolution fully and to the same extent as if separately set out verbatim herein, which said Qualified Obligation Purchase Agreement shall be in substantially the form as provided in **Exhibit A** hereto, with such completions, changes, insertions, and modifications as shall be approved by the officers executing and delivering the same.

SECTION 18. APPROVAL OF BANK BONDS PURCHASE AGREEMENT. The Governing Body hereby approves the form of and the execution of the Bank Bonds Purchase Agreement by and between the Bank, the Underwriter, and the Municipality, for the purchase and sale of the Bank Bonds, and hereby authorizes the Mayor to execute the Bank Bonds Purchase Agreement on behalf of said Governing Body and to execute any necessary letters of engagement and disclosure with the Underwriter. All provisions of the Bank Bonds Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this Municipality Resolution fully and to the same extent as if separately set out verbatim herein, which said Bank Bonds Purchase Agreement shall be in substantially the form as provided in **Exhibit B** hereto, with such completions, changes, insertions, and modifications as shall be approved by the officers executing and delivering the same.

SECTION 19. APPROVAL OF INDENTURE AND TRUSTEE. The Municipality hereby approves and acknowledges the Indenture and the terms and provisions thereof in substantially the form attached hereto as **Exhibit C** and recognizes that many items governing the terms and conditions of the Qualified Obligation are based upon terms, limitations, and conditions provided in the attached Indenture. The Municipality hereby approves, acknowledges, and recognizes the appointment, selection, and hiring of a Trustee under the Indenture, to be hereinafter designated.

SECTION 20. COVENANTS RELATING TO FEDERAL TAX.

(a) In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds, the Municipality covenants to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the Municipality agrees to comply with the federal tax certificate to be executed by the Mayor and the City Clerk on the date of the issuance and delivery of the Bank Bonds, as such federal tax certificate may be amended from time to time

(b) The Governing Body further covenants and agrees with the Trustee and the bondholders that the Municipality shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bank Bonds, would cause the Bank Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of Code.

SECTION 21. OTHER COVENANTS RELATING TO THE BANK BONDS.

(a) The Bank Bonds will not be a private activity bond within the meaning of Section 141 of the Code.

(b) No more than ten percent (10%) of the proceeds of the Bank Bonds will be used (within the meaning of Section 141 of the Code), directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(c) No more than ten percent (10%) of any property with respect to which all or any part of the proceeds of the Bank Bonds will be used (within the meaning of Section 141 of the Code), directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person), carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(d) The aggregate of: (i) the amount of proceeds of the Bank Bonds 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; plus (ii) the amount of proceeds of the Bank Bonds used with respect to any private business use which is related to a governmental use of such proceeds and which exceeds the amount of such proceeds used for the governmental use to which such private business use relates will not exceed five percent (5%) of the proceeds of the Bank Bonds.

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

(f) In no event will the payment of more than ten percent (10%) of the debt service on the Bank Bonds be (under the terms of the Qualified Obligation, the Bank 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.

(g) 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, 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 Bank Bonds, (2) were or are to be sold at substantially the same interest rate as the interest rate on the Bank Bonds, (3) were or are to be sold pursuant to a common plan of marketing as the marketing plan for the Bank Bonds, and (4) are payable directly or indirectly by the Municipality or from the source from which the Bank Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bank Bonds are part of any other issue of obligations.

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

(i) The Municipality covenants and certifies that, notwithstanding any provision of this Municipality Resolution, or the rights of the Municipality thereunder and 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 Bank 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 limitations the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

(j) In the event the Municipality receives an opinion of Bond Counsel to the effect that any of the requirements referenced in Sections 20 and 21 hereof are not required to be met in order to maintain the tax-exempt status of interest on the Bank Bonds, the Municipality need not satisfy such requirements.

SECTION 22. BOND INSURANCE AND BOND RATING.

(a) The Mayor and the City Clerk are hereby authorized within their discretion to apply for an "Insurance Policy Commitment" for municipal bond insurance to guarantee the payments of the principal of and interest on the Qualified Obligation and the Bank Bonds from a municipal bond insurance corporation (the "Bond Insurer"). The Mayor and the City Clerk of the Municipality are further authorized to execute and deliver the Insurance Policy Commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by the Bond Insurer to provide credit enhancement in connection with the issuance of the Qualified Obligation and/or the Bank Bonds. Any changes, insertions, and omissions, as may be required by the Bond Insurer as conditions to the issuance of its municipal bond insurance policy, to the Indenture, the Qualified Obligation Purchase Agreement, and the Preliminary Official Statement are to be approved by the Mayor of the Municipality, such approval being hereby authorized and the execution of the Insurance Policy Commitment for said municipal bond insurance being conclusive evidence of such approval. In anticipation of the issuance of the Insurance Policy Commitment by the Bond Insurer for its municipal bond insurance policy, the Municipality hereby approves (1) the engagement of the Bond Insurer and (2) the references to said Bond Insurer, the municipal bond insurance policy, and the documents related to the issuance of the Qualified

Obligation and the Bank Bonds in all documents associated therewith and the deletion of said references if the Bond Insurer should not provide the Insurance Policy Commitment for its municipal bond insurance policy.

(b) The Mayor and the City Clerk are hereby authorized to obtain a bond rating or ratings with regard to the sale of the Bank Bonds, and to execute such documents, to do such other things, and take such other actions as may be necessary with regard thereto, if such officials determine that obtaining such rating or ratings will result in a net savings with regard to the sale of the Bank Bonds.

SECTION 23. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the “Post Issuance Compliance Procedures” in substantially the form attached hereto as **Exhibit D**.

SECTION 24. EXECUTION OF DOCUMENTS, ETC. The Mayor and the City Clerk, and any other officers of the Governing Body, are authorized to execute and deliver such resolutions, agreements, certificates, and other documents as are required for the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and to approve the payment of the costs of issuance of the Qualified Obligation and the Bank Bonds by the Trustee pursuant to requisitions submitted to such officers and the Trustee.

SECTION 25. AMENDMENTS TO RESOLUTION. (a) The Bank and the Municipality, with the consent of the Trustee with respect to Sections 25(a)(4) and 25(a)(5) hereof, but without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Municipality Resolution that shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Municipality Resolution or the Indenture, and in addition thereto for the following purposes:

(1) To cure any ambiguity, formal defect, or inconsistency in this Municipality Resolution, to provide any omitted language in this Municipality Resolution, or to clarify matters or questions arising hereunder;

(2) To add covenants and agreements for the purpose of further securing the obligations of the Municipality hereunder;

(3) To confirm as further assurance any mortgage or pledge of additional property, revenues, securities, or funds;

(4) To conform the provisions of this Municipality Resolution in connection with the provisions of any supplements or amendments to the Indenture entered into pursuant to the provisions of the Indenture;

(5) To provide any other modifications which, in the judgment of the Trustee, are not prejudicial to the interests of the holders of the Bank Bonds; or

(6) To conform the covenants and provisions of the Municipality contained herein to any different financial statement presentation required by the Financial Accounting Standards Board or Government Accounting Standards Board that is different than the presentation required as of the date of issuance of the Qualified Obligation, so long as the effect of such conformed covenants and provisions is substantially identical to the effect of the covenants and provisions as in effect on the date of issuance of the Qualified Obligation.

(b) The provisions of this Municipality Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of the Bank Bonds then outstanding; provided, however, that no such amendment may be adopted that decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the Municipality shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem the Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of the Bank Bonds. If within ninety (90) days, or such longer period as shall be prescribed by the Bank, following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Municipality, or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Municipality Resolution shall be and be deemed to be modified and amended in accordance with such amendment.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the Municipality before such supplement or amendment may become effective.

(e) No supplemental agreement or amendment shall be executed and delivered pursuant hereto without prior written notice having been given by the Municipality to any rating agency carrying a rating on the Bank Bonds or the Qualified Obligation of the Municipality's intention to execute such supplemental agreement or amendment not less than fifteen (15) days in advance of the execution of said supplemental agreement or amendment.

REPEALING CLAUSE AND EFFECTIVE DATE. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this Municipality Resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing resolution and discussion thereof, Alderman Sandra Sistrunk moved and Alderman Hamp Beatty

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 Hamp Beatty	voted: Aye
Alderman Roy A'. Perkins	voted: Aye
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 August 20, 2019.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

EXHIBIT A

QUALIFIED OBLIGATION PURCHASE AGREEMENT

EXHIBIT B

BANK BONDS PURCHASE AGREEMENT

EXHIBIT C

INDENTURE OF TRUST

EXHIBIT D

POST ISSUANCE COMPLIANCE PROCEDURES

26. CONSIDERATION OF A SPECIAL EVENT REQUEST BY T-LAW25 LLC TO HOLD THE 2019 TRAVIS OUTLAW DAY, AUGUST 24, 2019, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Little, duly seconded by Alderman Carver, offered a motion to approve a Special Event request by T-LAW25, LLC to hold the 2019 Travis Outlaw Day and have City participation with in-kind services, on August 24, 2019. 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 Hamp Beatty	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.

27. CONSIDERATION OF A SPECIAL EVENT REQUEST BY GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE 2019 PUMPKINPALOOZA, OCTOBER 17, 2019, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Sistrunk, duly seconded by Alderman Carver, offered a motion to approve a Special Event request by Greater Starkville Development Partnership to hold the 2019 Pumpkinpalooza on October 17, 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 Hamp Beatty	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.

28. CONSIDERATION OF A SPECIAL EVENT REQUEST BY GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE 2019 UNWINE DOWNTOWN, NOVEMBER 15, 2019, AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve the Special Event request by Greater Starkville Development Partnership to hold the 2019 UnWine Downtown November 15, 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 Hamp Beatty	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 GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE 2019 CHRISTMAS PARADE, DECEMBER 2, 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 Greater Starkville Development Partnership to hold the 2019 Christmas Parade 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 Hamp Beatty	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 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING +/- 0.43 ACRE PARCEL INTO 2 LOTS AT 507 WHITFIELD STREET IN A R-2 ZONING DISTRICT WITH THE PARCEL NUMBER 102B-00-150.00.

City Planner Daniel Havelin presented PP 19-06, a request for Preliminary Plat approval for subdividing +/- 0.43-acre parcel into 2 lots at 507 Whitfield Street in a R-2 zoning district with the parcel number 102B-00-150.00. The applicant Jason Pepper, on behalf of Crabtree Properties, appeared before the Board to answer any questions. Alderman Walker, duly seconded by Alderman Carver, offered a motion to approve PP 19-06 with the following nine (9) conditions. 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 Hamp Beatty	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.

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 district 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.

31. CONSIDERATION OF A REQUEST FOR PP 19-07, PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING +/- 0.39 ACRE PARCEL INTO 2 LOTS AT 401 SCALES STREET IN A R-2 ZONING DISTRICT WITH THE PARCEL NUMBER 102B-00-150.00.

City Planner Daniel Havelin presented PP 19-07, Preliminary Plat request for subdividing +/- 0.39-acre parcel into 2 lots at 401 Scales Street in a R-2 zoning district with the parcel number 102B-00-150.00. The applicant Jason Pepper, on behalf of Crabtree Properties, appeared before the Board to answer any questions. Alderman Walker, duly seconded by Alderman Little, offered a motion to approve PP 19-07, with nine (9) conditions as follows.

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 Hamp Beatty	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.

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 district 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.

32. CONSIDERATION OF A REQUEST FOR PP 19-08 PRELIMINARY AND FP 19-07 FINAL PLAT APPROVAL FOR SUBDIVIDING A +/- 3.81 ACRE PARCEL INTO 2 LOTS AT 313 INDUSTRIAL PARK ROAD IN AN M-1 ZONING DISTRICT WITH THE PARCEL NUMBER 102N-00-004.00.

City Planner Daniel Havelin presented PP 19-08 and FP 19-07, a request for Preliminary and Final Plat approval for subdividing a +/- 3.81-acre parcel into 2 lots at 313 Industrial Park Road in an M-1 zoning district with the parcel number 102N-00-004.00. The applicant, Willis Owens with Pritchard Engineering, appeared on behalf of Heritage Building Corp. Alderman Beatty, duly seconded by Alderman Little, offered a motion to approve PP 19-08 and FP 19-07 with three (3) conditions. 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 Hamp Beatty	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.

Conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

33. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of August 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: Yea
Alderman Hamp Beatty	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	\$ 297,876.84
Airport Fund	015	55,601.24
Airport – Restricted Fund	016	88,176.57

Sanitation	022	103,240.62
Landfill	023	3,725.00
Public Improvement Bonds 2018	319	233,011.34
Park and Rec, Tourism	375	4,278.50
Sub Total Before Utilities		\$ 785,910.11
Utilities Dept.	SED	1,449,129.13
Total Claims	Total	\$ 2,235,039.24

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

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Little, seconded by Alderman Beatty, 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

35. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Walker offered a motion to enter Executive Session for the purpose of pending litigation relating to the appeal of a stop work order. Following a second by Alderman Sistrunk, 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of pending litigation relating to the appeal of a stop work order. At this time, the Board entered Executive Session.

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

Alderman Vaughn offered a motion to return to open session. Alderman Sistrunk seconded the motion and the Board voted as follows to return to open session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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.

37. MOTION TO ADJOURN UNTIL SEPTEMBER 3, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, for the Board of Aldermen to adjourn the meeting until September 3, 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 Hamp Beatty	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
August 30, 2019**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, August 30, 2019 at 1:15 p.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty and Henry Vaughn, Sr. Attending the Board were 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.

Mayor Spruill introduced Human Resources Director Nav Ashford and Matt Peterson of the Stennis Institute who presented the study results and recommendations based on fourteen respondents based on size and similar populations.

The Mayor and Board discussed items on the upcoming September 3, 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



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, AUGUST 30, 2019**

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

The public and media are invited to attend.

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



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
AUGUST 30, 2019
1:15 p.m.**

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY HUMAN RESOURCES DIRECTOR NAV ASHFORD AND MATT PETERSON OF THE STENNIS INSTITUTE OF THE STUDY RESULTS AND THE SALARY SURVEY RECOMMENDATIONS**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE SEPTEMBER 3, 2019, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



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

AGENDA ITEM: MINUTES
AGENDA DATE: 9-17-19
PAGE: 1 of 103

SUBJECT: Request approval of the minutes of the September 3, 2019 Regular meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the September 3, 2019 Regular 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
SEPTEMBER 3, 2019**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on September 3, 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, Hamp Beatty, 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:

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 Beatty, to approve the September 3, 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 Hamp Beatty	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, SEPTEMBER 3, 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 AUGUST 6, 2019 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

CONSIDERATION OF THE MINUTES OF THE AUGUST 16, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New employee Introductions: Sanitation and Environmental Services:
Gregory Grayer, Eriq Purnell and Roger Richardson

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

BOYS AND GIRLS CLUB, INC. – NADIA COLOM, CEO

ANNUAL MSU STUDENT ASSOCIATION SALES TAX ALLOCATION DISTRIBUTION REPORT
AND APPROVAL IN ACCORDANCE WITH SENATE BILL 3012 – DR. REGINA HYATT

VIII. PUBLIC HEARING

PUBLIC HEARING ON TAX INCREMENT FINANCING PLAN FOR GARAN MANUFACTURING
REDEVELOPMENT PROJECT

SECOND PUBLIC HEARING ON THE FISCAL YEAR 2019-2020 BUDGET AND TAX MILLAGE
FOR THE CITY OF STARKVILLE

IX. MAYOR'S BUSINESS

**A. CONSIDERATION OF PROJECT CLOSEOUT AND RELATED CONTRACT EXTENSION ON
STARKVILLE PARKING GARAGE CDBG PROJECT #R-103-347-01-KED.**

B. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE HIGH SCHOOL TO
HOLD THE 2019 HOMECOMING PARADE ON SEPTEMBER 30, 2019 AND HAVE CITY
PARTICIPATION WITH IN-KIND SERVICES.

X. BOARD BUSINESS

A. CONSIDERATION OF THE FISCAL YEAR TAX MILLAGE FOR THE CITY OF STARKVILLE.

B. CONSIDERATION OF THE FISCAL YEAR 2019-2020 BUDGET FOR THE CITY OF
STARKVILLE.

C. DISCUSSION CONCERNING A BOARD-APPROVED SPECIAL EVENT.

D. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND
BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL
OBLIGATION PUBLIC PARK IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A
GENERAL OBLIGATION PUBLIC IMPROVEMENT 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 TWENTY-FIVE MILLION DOLLARS (\$25,000,000), AND FOR A

TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

- E. CONSIDERATION OF A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE *TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019*; AND FOR RELATED PURPOSES.
- F. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT, IN CONJUNCTION WITH THE *TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI AUGUST 2019*, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 109 ROOSEVELT TAYLOR SR. DRIVE (OR OLD ADDRESS, 109 BEATTIE STREET) IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307 APPLE STREET IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

- a. CONSIDERATION OF APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI, A MISSISSIPPI MUNICIPAL CORPORATION, AND IMS DEVELOPMENT, LLC, AN ALABAMA LIMITED LIABILITY COMPANY TO THE DEVELOPMENT OF “THE VISTA – STARKVILLE” PROJECT.

b. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING ON THE ADOPTION OF UPDATED PLACETYPE MAPS FOR THE COMPREHENSIVE PLAN.

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 AUGUST 27, 2019 FOR FISCAL YEAR ENDING 9/30/19, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. CONSIDERATION OF APPROVAL OF FISCAL YEAR 2020 SOURCE OF SUPPLY BIDS RECEIVED.

F. FIRE DEPARTMENT

1. REQUEST REIMBURSEMENT OF \$533.00 FOR COLEMAN NORMAN'S SUMMER 2019 CLASSES TOWARD THE FIRE PROTECTION TECHNOLOGY DEGREE, TAKEN UNDER THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM.
2. REQUEST PERMISSION TO ALLOW QUINN DIRT SERVICE PERMISSION TO CONSTRUCT A 50 X 60 DIRT PAD AT FIRE STATION 5 TO BE USED FOR A FUTURE STORAGE BUILDING FOR A COST OF \$6,000. THIS IS THE LOWER OF THE TWO QUOTES.

G. HUMAN RESOURCES

1. CONSIDERATION OF APPROVAL OF FY 2019-20 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN THE PROPOSED INCREASE COST DATA SHEET THAT RESULTED FROM THE PAY STUDY CONDUCTED BY THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY.
2. REQUEST AUTHORIZATION TO HIRE CHASE BAIR AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE JAVONTE HARRIS AS MAINTENANCE WORKER II IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE NOAH BRANDON AS A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF CITY OF STARKVILLE MUNICIPAL SECURITY (COSMS) CAMERA POLICY.
2. REQUEST APPROVAL OF CITY OF STARKVILLE SOCIAL MEDIA USAGE POLICY AND UPDATING THE CITY'S EMPLOYEE HANDBOOK TO REFLECT THE CHANGES.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. CONSIDERATION TO ALLOW CORPORAL CHARLIE JONES TO ATTEND SAFARILAND LESS LETHAL INSTRUCTOR COURSE IN RINGGOLD, GA SEPTEMBER 11 – 13, AT A COST NOT TO EXCEED \$750.00.
2. CONSIDERATION OF RENEWAL OF AGREEMENT WITH PINELAKE CHURCH, INC., AND THE CITY OF STARKVILLE POLICE DEPT.

K. SANITATION DEPARTMENT

1. CONSIDERATION TO ADVERTISE FOR THE ANNUAL PURCHASE OF 13,000 ROLLS OF GARBAGE BAGS.
2. REQUEST APPROVAL TO DECLARE THE ENVIRONMENTAL DEPARTMENT'S M108S 2011 KUBOTA TRACTOR SERIAL NUMBER 71921) AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER AND TO PURCHASE A 2019 EXMARK LAZER Z DIESEL MOWER, STATE CONTRACT# 82-0004368, AT A COST OF \$32,325.00 AND DIRECT CITY CLERK TO ADVERTISE FOR FINANCING QUOTES.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2003 FORD F-350 (VIN: 1FTSW30S23EC57520) PICKUP TRUCK AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A VEHICLE REPLACEMENT FROM STATE CONTRACT AT A COST OF \$24,666.00.
2. REQUEST AUTHORIZATION TO DECLARE THE PITNEY BOWES POSTAGE MACHINE, MODEL 3C00/4C00/6C00, SERIAL NUMBER 0867544 AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.
3. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 1994 FORD RANGER (VIN: 1FTCR10X3RUC71565), 1998 CHEVY DUMP TRUCK (VIN: 1GBHR34KXJJ118525) AND THEIR 1998 DODGE 1500 (VIN: 1B7HC16Y9XS175679) AND THE ELECTRIC DIVISION 1993 CROWN VICTORIA (VIN: 2FALP71W2RX118494), 1995 FORD RANGER (VIN: 1FTCR14X9SPA77640) AND 2002 FORD RANGER (VIN: 1GCCS19W728177718) AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE AN ELECTRIC VEHICLE REPLACEMENT IN THE AMOUNT OF \$32,050.00.
4. REQUEST AUTHORIZATION FOR JACOB FORRESTER OF STARKVILLE UTILITIES TO TRAVEL TO SAN ANTONIO, TX TO ATTEND THE AMERICAN PUBLIC POWER

ASSOCIATION (APPA) LEADERSHIP SUMMIT ON OCTOBER 1-2, 2019 WITH COSTS NOT TO EXCEED \$2,500.00 (REGISTRATION, LODGING, MEALS, AND TRAVEL).

5. REQUEST AUTHORIZATION TO ENTER A RENTAL AGREEMENT FOR TWO (2) 20 HP AND ONE (1) 15 HP S&N AIROFLO FLEX DRIVE HOT DIPPED GALVANIZED HORIZONTAL FLOATING BRUSH ROTOR FROM S&N AIROLO INC. IN THE AMOUNT \$17,457.00 FOR THE FIRST THREE (3) MONTHS.
6. REQUEST AUTHORIZATION TO ACCEPT HAWK SCADA, ONLY COMPANY TO SUBMIT A PROPOSAL, RFQ FOR SCADA INTEGRATION, MAINTENANCE AND SUPPORT SERVICES FOR THE WASTEWATER PLANT AND LIFT STATION.
7. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO A LONG-TERM POWER CONTRACT AMENDMENT WITH THE TENNESSEE VALLEY AUTHORITY (TVA).
8. REQUEST AUTHORIZATION TO UPGRADE MOBILE 311 TO THE PROVIDER'S NEWEST PLATFORM – ASSET ESSENTIALS, AND AUTHORIZATION TO ADD THE ELECTRIC MODULE ALONG WITH AN INVENTORY PROGRAM IN THE AMOUNT OF \$25,798.00.
9. REQUEST AUTHORIZATION TO PROCEED AS AN EMERGENCY PURCHASE OF AN INSERT-A-VALVE IN THE AMOUNT OF \$15,500.00 FOR THE LOCKSLEY WAY 12-INCH WATERMAIN BREAK PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PENDING LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL SEPTEMBER 17, 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 AUGUST 6, 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 Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the August 6, 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 AUGUST 16, 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 Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the August 16, 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 OF PROJECT CLOSEOUT AND RELATED CONTRACT EXTENSION ON STARKVILLE PARKING GARAGE CDBG PROJECT #R-103-347-01-KED.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of project closeout and related contract extension – Starkville Parking Garage CDBG Project #R-103-347-01-KED” is enumerated, this consent item is thereby approved. (Documents follow this page)

5. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 109 ROOSEVELT TAYLOR SR. DRIVE (OR OLD ADDRESS, 109 BEATTIE STREET) IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 109 Roosevelt Taylor Sr. Drive (or old address, 109 Beattie Street) is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307 APPLE STREET IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 307 Apple Street is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING ON THE ADOPTION OF UPDATED PLACETYPE MAPS FOR THE COMPREHENSIVE PLAN.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for the first public hearing on the adoption of updated placetype maps for the Comprehensive Plan” is enumerated, this consent item is thereby approved.

8. CONSIDERATION FOR APPROVAL OF FISCAL YEAR 2020 SOURCE OF SUPPLY BIDS RECEIVED.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of fiscal year 2020 Source of Supply Bids received” is enumerated, this consent item is thereby approved.

**MISSISSIPPI DEVELOPMENT AUTHORITY-DISASTER RECOVERY DIVISION
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT (KCDBG)
RECIPIENT CLOSEOUT PROCEDURES**

The closeout of a Mississippi Development Authority-Disaster Recovery Division (MDA-DRD) Katrina Community Development Block Grant (KCDBG) follows a process by which the MDA-DRD determines that all applicable administrative actions and all required work on the project have been completed. This closeout package is to be used for all DRD Economic Development, Community Revitalization, Tourism, Planning, and Code Enforcement Grant Programs. Please **check only one** box on the Certificate of Completion to indicate the grant project you are completing. Each Grant Recipient is responsible for ensuring an orderly and timely phase-out of projects. The Grant Recipient must also ensure that the financial settlement of the subcontracts and vendor claims has been satisfied.

The MDA-DRD must conduct onsite programmatic and fiscal monitoring reviews of the project prior to the closeout of the project. Any observations and findings identified through the monitoring process must be resolved to the satisfaction of the MDA-DRD prior to project closeout. Copies of the monitoring report and related documents must be included in the MDA-DRD official grant file.

Three (3) closeout packages bearing the original signatures of the designated signatory officials are due to the MDA-DRD within **90 days** after the completion or expiration of the subgrant/subcontract. The closeout may be revised no more than once after the initial package is received. The revision will be accepted no later than 120 days after the ending date of the subgrant/subcontract activities.

INSTRUCTIONS FOR COMPLETING THE MDA- DRD CLOSEOUT PACKAGE

The following documents are required components of the MDA- DRD closeout package:

I. Recipient's Closeout Checklist

Grant recipients should check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided any item(s) not submitted or any item(s) to be sent separately.

II. Certificate of Completion

Grant recipients should list all activities undertaken, certifying that they have been carried out in accordance with the grant agreement. It also ensures that the provisions have been made for the payment of all unpaid claims, and that neither the State nor the Federal government is under an obligation to make any further payments under the agreement in the excess of the amount stated in the document. This document requires the project to report all budgeted GRANT funds and other funds. Projects are also required to list the actual payment of all GRANT funds and other funds that were used for a specific subactivity.

III. Recipient Performance Certification Report

This document addresses the National Policy Objectives. By subactivity, grant recipients should list:

- Planned and actual total beneficiaries (the LOWMODUNIV column on the HUD table)
- Planned and actual low income beneficiaries
- Planned and actual moderate income beneficiaries

IV. Ethnic Beneficiary Information

Grant recipients should complete the table (appended to this section) regarding the number of persons in the area of service and the number of persons who will directly benefit from the project.

V. Outstanding Claimants List

When unclaimed funds are returned to MDA, a list of all possible claimants of these funds shall be prepared and attached to the Recipient's Release. The purpose is to reserve these funds and make future payments if necessary. The list shall include the following pertinent data:

- A. Claimant's name, last known address, amount of money due, and social security number (if claimant is a training program enrollee) for each individual to whom checks for wages (or other outstanding checks) were due.
- B. For employee checks, the pay period during which the money was earned, the number of hours, hourly rate of pay, and dates worked.
- C. Check number, date of issuance, and amount of each uncashed check.
- D. Name, address, and telephone number of any person who may be contacted in connection with any claim which may arise. Normally, this would be the individual who has control of the subcontractor.

Grant recipients who do not anticipate possible claimants of grant funds after closeout should enter “N/A” on this form.

VI. Inventory and Program Income Form

This document consists of three (3) categories: Real Estate, Equipment, and Program Income. The property and equipment that have been purchased with GRANT funds should be listed with the purchase price, use of the property and/or equipment, date to be used, disposition date and reason for and method of disposition (if applicable). All program income collected to date should be listed, including the activity, additional payments, and the use of the program income.

Use of real property, equipment and program income during the subgrant period and after closeout:

- A. Real Property- Reference 24 CFR Part 85.31(a-c). Real property acquired under a subgrant will vest upon acquisition in the subgrantee. Real property will be used for the originally authorized purposes as long as needed for those purposes, and the subgrantee shall not dispose of or encumber its title or other interests. When real property is no longer needed for the originally authorized purpose, the subgrant recipient will request disposition instructions from the MDA-DRD **prior to disposition**. All income derived from the sale or use of the property is program income and must be returned to the MDA-DRD.

The standards for the use of real property acquired or improved in whole or in part using CDBG funds in excess of \$25,000, as set forth in 24 CFR Part 570.505, apply for a period of **five (5) years** after the closeout of the grant from which the assistance to the property was provided, in this case the grant agreement between the MDA-DRD and the United States Department of Housing and Urban Development (HUD).

- B. Equipment- Per 24 CFR Part 85.32(c), equipment shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency, or disposed of following the guidelines set forth in 24 CFR Part 85.32 (e).
- C. Program Income- During the subgrant period, program income (other than program income deposited in a revolving fund) must be used to cover program costs before additional grant funds are requested. If program income is put in a revolving fund, the funds must be used for the same activity for which the revolving fund was established. The account must be interest bearing, and interest earned or funds held in the account must be remitted to the grantee (MDA-DRD) at least annually.

Pursuant to 73FR 75733-75736 1(a)(3)(ii) program income received after the closeout of the agreement between the MDA-DRD and the Recipient may be retained and utilized for other CDBG eligible purposes in accordance with 24 CFR 570 Part I or shall be returned to the MDA-DRD. Program income is defined in 24 CFR 85.25 and in 73FR 75733-73736 1(a).

VII. Certification of Recipient Compliance

- A. Release -- This document releases the unexpended or unobligated balance of the award back to the MDA. The total amount paid to the project by MDA must be entered. This amount must reflect the actual expenditure. Do not round off expenditures.
- B. Assignment of Refunds, Rebates and Credits -- This execution guarantees that the recipient/subcontractor will immediately remit any refunds or credits applicable to the recipient/subcontractor. Examples: telephone refunds and insurance refunds.
- C. Inventory Certification -- This section is used to account for all items or materials and equipment purchased, furnished or acquired.

VIII. Agreement Relative to Closeout of the Mississippi Development Authority-Disaster Recovery Division Grant Programs

By signing the Agreement Relative to Closeout of the MDA-DRD Grant, the Recipient is certifying that the entire closeout document meets the individual requirements included in the closeout package. Further, this document is an agreement between the Recipient and MDA-DRD that permits the closeout of the project activities contingent on the promise that all funds will be audited. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.

IX. Final Request for Cash (RFC) Consolidated Support Sheet

A Final RFC Consolidated Support Sheet with the actual final cost of the project, including match, must be completed and submitted with the closeout package. The Consolidated Support Sheet must be marked "final."

X. Final MDA-DRD Quarterly Report

A Final MDA-DRD Quarterly Report is due at the time of closeout, outlining the performance measures for the life of the project. This report should follow the same format as the quarterly performance reports submitted to the MDA-DRD during the operation of the project.

XI. Refund Check (if applicable)

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT'S CLOSEOUT CHECKLIST**

Recipient: City of Starkville

Subgrant/Contract Number: R-103-347-01-KED

In compliance with the requirements of the MDA-DRD Recipient Closeout Procedures and the terms and conditions of the subgrant/contract, the following closeout documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted or any item to be sent separately. Use separate sheet, if necessary.)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion	X			
2. Recipient Performance Certification Report	X			
3. Ethnic Beneficiary Information	X			
4. Outstanding Claimants List		X		
5. Inventory and Program Income Form	X			
6. Certificate of Recipient Compliance	X			
7. Agreement Relative to Closeout	X			
8. Final Request for Cash Consolidated Support Sheet	X			
9. Final MDA-DRD Quarterly Report	X			
10. Refund Check (if applicable)		X		

Explanation/Comments: _____

STATE OF MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS		NAME OF RECIPIENT: City of Starkville CONTRACT NUMBER: R-103-347-01-KED		GRANT NUMBER: R-103-347-01-KED						
CERTIFICATE OF COMPLETION FINAL STATEMENT OF COST										
PROGRAM ACTIVITY CATEGORIES		To Be Completed by Recipient								
Grant Type (check One): TOURISM () ECONOMIC DEVELOPMENT (X) COMMUNITY REVITALIZATION () COMM. REVITALIZATION GO ZONE () PLANNING () CODE ENFORCEMENT ()	GRANT Funds Budgeted	Other Funds Budgeted	A Actual GRANT Paid	B Actual Other Cost Paid	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost	To Be Completed By the State	State Comments Revision
1. Acquisition, Disposition	\$ 40,000.00		\$ 40,000.00		\$ 40,000.00	\$0.00	\$0.00	\$ 40,000.00		
2. Legal										
3. Center, Family (Senior Center/ Neighborhood)										
4. Public Facilities (a) Water (b) Sewer (c) Flood and Drainage Facilities (d) Other (Specify)										
5. Street, Bridges										
6. Other – Parking Garage Construction	\$6,910,430.00		\$6,910,430.00		\$ 6,910,430.00	\$0.00	\$0.00	\$ 6,910,430.00		
7. Contingencies										
8. Removal of Architectural Barriers										
9. Architectural	\$ 437,000.00		\$ 437,000.00		\$ 437,000.00	\$0.00	\$0.00	\$ 437,000.00		
10. Administration	\$ 140,000.00		\$ 140,000.00		\$ 140,000.00	\$0.00	\$0.00	\$ 140,000.00		
11. Construction Manager	\$ 432,570.00		\$ 432,570.00		\$ 432,570.00	\$0.00	\$0.00	\$ 432,570.00		
12. Testing	\$ 40,000.00		\$ 40,000.00		\$ 40,000.00	\$0.00	\$0.00	\$ 40,000.00		
13. Private Investment		\$40,000,000.00		\$40,572,279.66	\$40,572,279.66			\$40,572,279.66		

	GRANT Funds Budgeted	Other Funds Budgeted (MATCH)	A Actual GRANT Cost Paid	B Actual Other Cost Paid (MATCH)	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost									
14. Economic Development Activities: (a) Assistance to Non-Profit (b) Assistance to For-Profit Entities (c) Microenterprises or Small Businesses	_____	_____	_____	_____	_____	_____	_____	_____									
15. Unspecified Activities	_____	_____	_____	_____	_____	_____	_____	_____									
16. Planning	_____	_____	_____	_____	_____	_____	_____	_____									
17. Audit	_____	_____	_____	_____	_____	_____	_____	_____									
18. Total Other Cost (Match)	_____	_____	_____	_____	_____	_____	_____	_____									
19. Total GRANT Cost	\$8,000,000.00	\$40,000,000.00	\$8,000,000.00	\$40,572,279.66	\$48,572,279.66	\$0.00	\$0.00	\$48,572,279.66									
COMPUTATION OF GRANT BALANCE																	
DESCRIPTION						TO BE COMPLETED BY RECIPIENT	BY	TO BE COMPLETED BY THE STATE									
1. Grant Agreement Amount						\$8,000,000.00											
2. Amount for Unsettled Third-Party Claims						\$0.00											
3. Grant Amount Received (amount of "grant funds received")						\$8,000,000.00											
4. GRANT Amount Deobligated						\$0.00											
5. Amount of Refund * This amount shall be repaid to the State by check and must include the following: (a) Unexpended Funds Amount (b) Outstanding Claimant's Amount (as applicable) (c) Total Amount Refunded (d) Enter Check Number						\$0.00 N/A \$0.00 N/A											
LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE RECIPIENT'S GRANT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED:																	
Not Applicable																	

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT PERFORMANCE CERTIFICATION REPORT**

Recipient: City of Starkville

Contract Number: R-103-347-01-KED

Completed By/Person Completing Form: Phylis W. Benson, Golden Triangle Planning & Development District, Inc.

National Policy Objective(s) Addressed:

Low and moderate income X
Urgent Needs/Threat to Health
Slums and Blight

MEASURES OF ACCOMPLISHMENTS (Enter data into all fields that apply to your program or project)

		Beneficiaries LOW		Beneficiaries MOD		Beneficiaries TOTAL	
		<u>Planned</u>	<u>Actual</u>	<u>Planned</u>	<u>Actual</u>	<u>Planned</u>	<u>Actual</u>
1.	Acquisition/Disposition	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
2.	Clearance/Code Enforcement	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
3.	Public Facilities	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	a. water	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	b. sewer	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	c. flood/drainage	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	d. Others (Specify)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
4.	Streets	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
5.	Other Public Facilities	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
6.	Removal of Architectural Barriers	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
7.	Planning Only	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
8.	Administration	No Measures Required					
9.	Economic Development						
	a Assistance to Non-Profit Entities	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	b. Assistance to For-Profit Entities	78	95	<u> </u>	<u> </u>	152	173.69
	c. Micro-enterprises or Small Business	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
10.	Building Rehab	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
11.	Training	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

12.	Number of Households Served	_____	_____	_____	_____	_____	_____
13.	Number of Female Heads of Household Served	_____	_____	_____	_____	_____	_____
14.	Number of Elderly Beneficiaries	_____	_____	_____	_____	_____	_____
15.	Number of Handicapped Beneficiaries	_____	_____	_____	_____	_____	_____
16.	Number of Jobs Created	78	95	_____	_____	152	173.69
17.	Unspecified Activities	No Measures Required					

FINANCIAL PERFORMANCE

	Planned	Actual
Total Grant Project Expenditures	\$ 8,000,000.00	\$ 8,000,000.00
Total Other Expenditures (Match)	\$40,000,000.00	\$40,572,279.66
<u>Leveraging Ratio:</u>	17 : 83	
<u>Total amount other funds allowable as leveraging*</u>	\$40,000,000.00	\$40,572,279.66

*Do not use program income.

AUDIT

Date of most recent audit: **9-30-2018**

Findings resolved, if any (Y/N): **Not Applicable – no findings**

NOTE: For all water and sewer projects, Recipient must include copy of final approval by the State Department of Health and Bureau of Pollution Control (whichever is applicable). See last page of closeout package for agency contact information.

TOURISM INDUSTRY RESTORATION GRANTS ONLY:

Complete National Policy Objective, Financial Performance, and Audit sections only.

ETHNIC BENEFICIARY INFORMATION FOR GRANT AND EMERGENCY PROJECTS

Complete the following table regarding the number of persons who will directly benefit from this project.

- | | |
|---|---|
| 1. White | 10. American Indian/Alaskan Native and Black/African American |
| 2. Black/African American | 11. Asian/Pacific Islander |
| 3. Asian | 12. Other Multi Racial |
| 4. American Indian/Alaskan Native | 13. Female Head of households |
| 5. Native Hawaiian/Other Pacific Islander | 14. Total number of minorities |
| 6. American Indian/Alaskan Native and White | 15. Number of elderly (+62) |
| 7. Asian and White | 16. Total number of handicapped |
| 8. Black/African American & White | 17. Number of children 18 or younger |
| 9. Hispanic | |

a. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Planned in Application																	
Actual Beneficiaries																	

b. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Planned in Application																	
Actual Beneficiaries																	

c. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Planned in Application																	
Actual Beneficiaries																	

d. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Planned in Application																	
Actual Beneficiaries																	

e. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Planned in Application																	
Actual Beneficiaries																	

**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION**

OUTSTANDING CLAIMANTS LIST

Recipient: City of Starkville

Contract Number: R-103-347-01-KED

Claimant's Name, Address, S.S. # (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1. NO CLAIMANT					
2.					
3.					
4.					
5.					
6.					
7.					

INVENTORY AND PROGRAM INCOME FORM

Real Estate:

List the property purchased with GRANT/LOAN funds and considered to be surplus property, the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR § 200.85, “real property” means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition

Equipment:

List the equipment purchased with GRANT/LOAN funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined in the Property Officers Manual issued by the State of Mississippi-Office of the State Auditor, “Equipment” means visible, tangible state property that is non-consumable in nature and has an anticipated useful life of at least one year and an acquisition cost of \$1,000 or more per unit.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition

Program Income:

List the amount of program income collected to date, the type of activity generating program income (i.e., public facility, economic development, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income.

Pursuant to 73FR 75733-75736 1(a)(3)(ii) program income received after the closeout of the agreement between the MDA-DRD and the Recipient may be retained and utilized for other CDBG eligible purposes in accordance with 24 CFR § 570 Part I or shall be returned to the MDA-DRD. Program income is defined in 24 CFR § 570.500 and in 73FR 75733-75736 1(a). As defined at 24 CFR § 570.500, “program income” means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. “During the grant period” is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Amount Collected To Date	Activity	Additional Payments	Proposed Use of Program Income

CERTIFICATE OF RECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said subgrant/contract and in consideration of the sum of \$8,000,000.00 (Total Amount Paid & Payable by MDA-DRD), upon payment of the said sum the Recipient does remise, release, and discharge MDA-DRD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subgrant/contract, **except the following:**

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Recipient, as follows:

_____none_____
(If none, so state)

- b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Recipient to third parties arising out of the performance of the said subgrant/contract, which are not known to the Recipient on the date of execution of this release and of which the Recipient gives notice in writing to the MDA-DRD within the period specified in the said subgrant/contract.

- c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

- a. Assign, transfer, set over and release to MDA-DRD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA-DRD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA-DRD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA-DRD under the terms hereof.
- c. Agree to cooperate fully with MDA-DRD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA-DRD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Inventory Certification (Select One)

- a. _____ The Recipient hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Recipient were done so in accordance with the terms and conditions of said subgrant/contract.
- b. X The Recipient hereby certifies that no equipment was furnished or acquired under the terms and conditions of said subgrant/contract.

4. Recipient and Subrecipient Monitoring

The Recipient hereby certifies that onsite fiscal and programmatic reviews of the project(s) covered by this subgrant agreement were conducted, and that any findings identified in the monitoring report were resolved to the satisfaction of the MDA-DRD, prior to the submission of this closeout package. Further, the Recipient certifies that fiscal and programmatic reviews of subrecipient(s) (where applicable) were conducted by the Recipient, and any findings identified in the monitoring report(s) resolved, prior to the final fiscal and programmatic monitoring review of the Recipient. Copies of the Recipient and

subrecipient monitoring reports and all related documents shall be maintained in the Recipient's official grant file for the period identified in the Record Retention section of the Agreement Relative to Closeout.

5. General Statement of Compliance

The Recipient further certifies that all other terms and conditions of said subgrant/contract have been complied with.

AGREEMENT RELATIVE TO CLOSEOUT OF DISASTER RECOVERY DIVISION GRANT PROGRAMS

This Agreement is between the City of Starkville ("Recipient") and the Mississippi Development Authority Disaster Recovery Division ("Division").

Closeouts/Audits

The parties to this Agreement desire to close out the Recipient's Katrina Community Development Block Grant (KCDBG) Number R-103-347-01-KED (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout.

Rather than waiting for Recipient's next periodic single or program-specific audit, the parties desire to close out the Grant **subject to subsequent audit(s)**.

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. Recipient will submit to the Division its subsequent single or program-specific audit or audits, which shall comply with federal and state requirements and which shall cover all periods in which any Grant costs have been incurred. Recipients should refer to the KCDBG audit guidelines for further information and to determine whether a single or program-specific audit must be performed.
2. Recipient shall remit to the Division the amount of any costs which are disallowed by the subsequent single or program-specific audit(s) and which disallowances are sustained by the state.
3. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant/contract (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.
4. Recipient acknowledges that the subgrant/contract is subject to monitoring by the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, and that findings of noncompliance may be taken into account by HUD and the MDA-DRD as unsatisfactory performance of the Recipient in the consideration of any future grant award.
5. The Agreements contained herein are in addition to any other agreements between the parties relative to the closeout of the Grant. Recipient agrees to abide by all governing laws and regulations.

Record Retention

1. Pursuant to 24 CFR Subsection 570.490(d), the Recipient agrees to maintain records, including support documentation, **for the greater of** three years from closeout of the grant agreement between the Division and the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, or the period required by other applicable laws and regulations as described in Subsections 570.487, relative to fair housing, lead-based paint poisoning prevention, the Architectural Barriers Act and the Americans with Disabilities Act, and 570.488, relative to the displacement, relocation, acquisition, and replacement of housing. The Division agrees to notify the Recipient of the closeout date of the grant agreement between the Division and HUD.
2. Pursuant to 24 CFR Part 85.42(c), the Recipient accepts that the starting dates of the retention period are as follows:
 - a. General- When grant support is continued or renewed annually or at other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the Division its last expenditure report for that period. If grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the Recipient submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report as part of the closeout package.
 - b. Real Property and Equipment Records- The retention period for real property and equipment records starts from the date of disposition or replacement or transfer (as applicable) at the direction of the awarding agency.
 - c. Records for income transactions after grant or subgrant support- In instances where the Recipient earned income after the period of grant support, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

- d. Indirect cost rate proposals, cost allocation plans, and similar accounting computations of rates at which costs are charged- If the proposal, plan or other computation is required to be submitted to the Division to form the basis for the negotiation of the rate, the 3-year retention period starts from the date of such submission. If the proposal, plan or other computation is not required to be submitted to the Division for negotiation of the rate, the 3-year retention period starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan or other computation.
3. Substitution of microfilm- Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
4. Records to be maintained-
 - a. At a minimum, the Recipient's closeout file should contain a copy of this closeout package as well as all applicable documents listed on pages 32-35 of the Katrina Community Development Block Grant Program Implementation Manual.
 - b. Equipment- Per 24 CFR Part 85.32(d), property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. Real Property- Records to be retained include, but are not limited to, documentation of the acquisition, improvement, use and disposition of real property acquired or improved with CDBG assistance.

Flood Insurance Coverage

Pursuant to 24 CFR Subsection 570.509(c)(4)(iv), if applicable, the Recipient shall ensure that flood insurance coverage for property owners is maintained for the mandatory period for the grant program.

Certificate of Completion

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

It is hereby certified that all planned and actual beneficiaries, and the planned and actual low-to-moderate-income beneficiaries as stated on the Recipient Performance Certification Report are, to the best of my knowledge, true and correct as of this date.

Ethnic Beneficiary Information

It is hereby certified that the information provided in the Ethnic Beneficiary form is, to the best of my knowledge, true and correct.

Outstanding Claimants List

It is hereby certified that the information as stated in the Outstanding Claimants List is, to the best of my knowledge, true and correct.

Inventory and Program Income Form

It is hereby certified that the information as stated in the Inventory and Program Income form is, to the best of my knowledge, true and correct.

Certificate of Recipient Compliance

It is hereby certified that the information as stated in the Certificate of Recipient Compliance form is, to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

It is hereby certified that the information as stated in the Final Request for Cash Consolidated Support Sheet is, to the best of my knowledge, true and correct. It is also hereby certified that all requests for cash have been submitted to the MDA-DRD.

Final MDA-DRD Quarterly Report

It is hereby certified that the information in the final attached MDA-DRD Quarterly Report is, to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Agreement and Certification of Contract Compliance between the Recipient and the Division has been executed this 3rd day of September, 2019.

City of Starkville, Mississippi
RECIPIENT

BY SIGNATORY OFFICIAL

Mayor
TITLE

September 3, 2019
DATE

WITNESSED BY:

1. _____
2. _____

MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION:

BY SIGNATORY OFFICIAL _____

TITLE _____

DATE _____

PUBLIC WORKS: STREETS

Section 1: Traffic Signs: High Intensity grade Scotthlight, must meet all applicable State and Federal Highway Specifications

	G&C SUPPLY	VULCAN SIGNS	CROSS-WAY TRUCKING	CPC	GT MILL SVC	NUNLEY TRUCKING
12" x 6"	4.11	2.63		3.75		
12" x 18"	8.96	7.59		9.29		
12" x 36"	13.50	14.52		15.21		
18" x 18"	11.08	11.36		12.42		
18" x 24"	14.40	14.52		15.21		
24" x 24"	18.88	19.36		20.28		
24" x 30"	22.82	24.20		25.24		
30" x 30"	28.21	30.25		30.67		
36" x 36"	42.30	43.56		44.32		
48" x 24"	36.68	38.72		39.26		
48" x 48"	88.00	77.44		77.15		
24" x 24" stop sign	17.83	18.33		21.00		
30" x 30" stop sign	27.20	28.65		29.59		
36" x 36" stop sign	41.14	41.25		43.67		
30" yield	19.25	15.34		16.45		
36" yield	25.63	20.91		21.56		

Section 2: Street Sign Blanks (Aluminum, No Holes)					
6x18x0.080	2.45	2.22		2.71	
6x24x0.080	3.25	2.89		3.55	
6x30x0.080	4.20	3.48		4.41	
6x36x0.080	4.98	4.27		4.79	
6x48x0.080	6.70	5.59		6.29	
Section 3: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)					
24"x24" Stop Sign	6.46	7.20		10.00	
30"x30" Stop Sign	9.97	11.25		13.17	
36"x36" Stop Sign	14.27	16.20		19.43	
30" Yield	9.97	11.25		8.65	
36" Yield	14.27	16.20		11.90	
Section 4: Sheet Vinyl					
6" roll x 50yd white eng grade	82.84	74.29		117.25	
6"roll x 50 yd black sheet vinly with application tape on front	144.69	96.00		161.99	

Section 5: Assorted U-Channel Posts:					
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50					
7 foot	13.23	15.70		NB	
8 foot	15.12	17.95		18.50	
9 foot	17.01	20.19		NB	
10 foot	18.96	22.44		23.12	
12 foot	22.68	26.93		27.74	
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50					
7 foot	12.25	12.02		NB	
8 foot	11.60	13.74		14.15	
9 foot	13.05	15.45		NB	
10 foot	14.53	17.17		17.69	
12 foot	17.40	20.60		21.22	
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12					
10 foot	18.96	22.44		32.49	
12 foot	22.68	26.93		38.98	

U-Channel Posts: Galvanized Steel (2lbs/ft), painted green, ordered in lots of 12					
10 foot	14.53	17.17		25.11	
12 foot	17.40	20.60		30.12	
Section 6: 4-way intersection name signs:					
Galvanized Steel: Black on white baked enamel on					
Mounted with embossed lettering & border					
On heavy-duty interlocking brackets					
Section 7: Street name posts: tubular, galvanized					
2-3/8"x11"	20.91	23.23			
2-3/8" O.D. pipe caps	3.90	3.96			
90 degree cross plates (Vulcan signs VSS-2 or equivalent)	3.90	4.20			
Vulcan signs VSS-2 or equivalen					
Section 8: fill material, Delivered					
Clay gravel					
Ton/Cu yard	NB/1				NB/30.00
Washed gravel					
Ton/Cu yard	NB/1				30.50/NB
Pea gravel					

Ton/Cu yard	NB/1				30.50/NB
Road gravel					
Ton/Cu yard	NB/1			10 TON NOT DELIVERED	30.50/NB
Fill soil					
Ton/Cu yard	NB/1				
Top soil					
Ton/Cu yard	NB/1				
Fill dirt (select)					
Ton/Cu yard	NB/1				
River sand					
Ton/Cu yard	NB/1				30.50/NB
MDOT Class C Bedding Material					
Ton					34.85 3" LS
Fill dirt (local pit, select, loaded, & hauled by city personnel					
Ton/Cu yard					
Crushed Limestone #5					
Ton/Cu yard			38.85		33.25
Crushed Limestone #6					
Ton/Cu yard			37.10		31.25
Crushed Limestone #7					
Ton/Cu yard			37.80		33.25
Crushed Limestone #9					
Ton/Cu yard			34.10		34.25

Crushed Limestone #610					
Ton/Cu yard			37.10		30.90
Rip Rap-size 100 lb					
Ton/Cu yard			39.40		36.25
Rip Rap-size 200 lb					
Ton/Cu yard			39.40		37.25

End of section: Street Department

PUBLIC WORKS: SANITATION

Section 1: Front loading refuse containers (truck load quality)- All containers- Slant MF 2 Blk, Maroon-color 67.

	PLUM CREEK			
2 cubic yard() painted	420.00			
4 cubic yard() painted	600.00			
6 cubic yard() painted	745.00			
8 cubic yard() painted	950.00			

Section 2: Front – Loading refuse Containers (material-Polyethylene) – All containers - Slant MF 2 Blk, Maroon-color 67.

2 cubic yard() painted	697.00			
4 cubic yard() painted	1255.00			
6 cubic yard() painted	1571.00			
8 cubic yard() painted	1800.00			

Section 3: Residential Heavy Duty 2 Wheeled Recycling Containers – Compatible with automatic and semi-automatic curbside collections. Blue with attached lid, white recycling arrow on the front, “SES and up to 4 numbers on the side. Addition information may be included.

64 gallon	55.00			
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End of section: Sanitation Department

9. CONSIDERATION OF \$533.00 REIMBURSEMENT FOR COLEMAN NORMAN’S SUMMER 2019 CLASSES TOWARD THE FIRE PROTECTION TECHNOLOGY DEGREE, TAKEN UNDER THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of reimbursement of \$533.00 for Coleman Norman’s Summer 2019 classes toward the Fire Protection Technology degree, taken under the City of Starkville Educational Assistance Program” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ALLOW QUINN DIRT SERVICE PERMISSION TO CONSTRUCT A 50 X 60 DIRT PAD AT FIRE STATION 5 TO BE USED FOR A FUTURE STORAGE BUILDING FOR A COST OF \$6,000.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of permission to allow Quinn Dirt Service permission to construct a 50 X 60 dirt pad to be used for a future storage building for a cost of \$6,000, the lowest of the two quotes” is enumerated, this consent item is thereby approved.

Two quotes received: Quinn Dirt Service - \$6,000.00 and Southern Dirt Company - \$9,100.00

11. CONSIDERATION OF APPROVAL TO HIRE CHASE BAIR AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to hire Chase Bair as an Entry Level Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION TO HIRE JAVONTE HARRIS AS MAINTENANCE WORKER II IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to hire Javonte Harris as Maintenance Worker II in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AUTHORIZATION TO HIRE NOAH BRANDON AS A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to hire Noah Brandon as a part time Civil Engineer Intern in the Engineering Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ALLOW CORPORAL CHARLIE JONES TO ATTEND SAFARILAND LESS LETHAL INSTRUCTOR COURSE IN RINGGOLD, GA SEPTEMBER 11 – 13, AT A COST NOT TO EXCEED \$750.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Corporal Charlie Jones to attend Safariland Less Lethal Instructor Course in Ringgold, GA, at a cost not to exceed \$750.00” is enumerated, this consent item is thereby approved.

15. REQUEST AUTHORIZATION OF RENEWAL OF AGREEMENT WITH PINELAKE CHURCH, INC., AND THE CITY OF STARKVILLE POLICE DEPT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of renewal of the Contract for Traffic Control and Security Services between Pinelake Church and the City of Starkville, pursuant to Mississippi Code Section 17-25-11, on a finding that allowing Starkville Police Officers to provide private off-duty traffic control and security duties during worship times at the church, and to wear their official uniform and firearm while in the performance of those duties, is not likely to bring disrepute to the City, the Starkville Police Department, or the officers involved, and that this arrangement promotes the public interest” is enumerated, this consent item is thereby approved. (Contract follows this page)

16. CONSIDERATION TO ADVERTISE FOR THE ANNUAL PURCHASE OF 13,000 ROLLS OF GARBAGE BAGS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the annual purchase of 13,000 rolls of garbage bags” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO DECLARE THE SANITATION AND ENVIRONMENTAL DEPARTMENT’S M108S 2011 KUBOTA TRACTOR (SERIAL NUMBER 71921) AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER AND TO PURCHASE A 2019 EXMARK LAZER Z DIESEL MOWER, STATE CONTRACT# 82-0004368, AT A COST OF \$32,325.00 AND DIRECT CITY CLERK TO ADVERTISE FOR FINANCING QUOTES.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval to declare the Environmental Department’s M108S Kubota Tractor (Serial Number 71921) as surplus property, advertise for sale, and sell to the highest bidder and to purchase a 2019 Exmark Lazer Z Diesel Mower, State Contract# 82-0004368, at a cost of \$32,325.00 and direct the City Clerk to advertise for financing quotes” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2003 FORD F-350 (VIN: 1FTSW30S23EC57520) PICKUP TRUCK AS SURPLUS AND TO AUCTION AND SELL ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A VEHICLE REPLACEMENT FROM STATE CONTRACT AT A COST OF \$24,666.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to declare the Water Division 2003 Ford F-350 (vin: 1FTSW30S23EC57520) pickup truck as surplus and to auction and sell on govdeals, and authorization to purchase a vehicle replacement from state contract at a cost of \$24,666.00” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO DECLARE THE PITNEY BOWES POSTAGE MACHINE, MODEL 3C00/4C00/6C00, SERIAL NUMBER 0867544 AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to declare the Pitney Bowes Postage Machine, Model 3C00/4C00/6C00, Serial Number 0867544 as surplus property, advertise for sale, and sell to the highest bidder” is enumerated, this consent item is thereby approved.

CONTRACT FOR TRAFFIC CONTROL AND SECURITY GUARD SERVICES

THIS AGREEMENT (this "Agreement") is made the 3rd day of September, 2019, by and between the City of Starkville, Mississippi, a municipal corporation of the State of Mississippi (hereinafter referred to as the "City"), and Pinelake Church, Inc., a Mississippi corporation (hereinafter referred to as the "Church").

WHEREAS, the City has and maintains the Starkville Police Department (hereinafter referred to as the "Department");

WHEREAS, the Department has the authority to provide police services, including the direction and control of vehicular traffic upon streets and highways located within the City of Starkville, Mississippi;

WHEREAS, pursuant to Miss. Code Ann. § 17-25-11, certified law enforcement officers employed by the Department may wear the official uniform and other Department issued gear while performing private security services during off-duty hours;

WHEREAS, pursuant to Miss. Code Ann. § 17-25-11, such proposed employment is not likely to bring disrepute to the City, the Department, the officer, or law enforcement generally, and the use of the official uniform and gear in the discharge of the officer's private security endeavor promotes the public interest;

WHEREAS, under these parameters, the City is entitled to enter into police and traffic control agreements with private entities requiring such services and to enter into agreements to allow the officers to obtain compensation to defray the costs of such services; and

WHEREAS, the Church desires to enter into such an agreement for such services in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. SERVICES PROVIDED BY THE DEPARTMENT. Subject to the terms and conditions of this Agreement, the Department's officers shall, from time to time, provide traffic control and direction and security during specified times and locations determined by the Church in the vicinity of the Church's Sunday services in the City.

2. PERSONNEL, TRAINING AND EXPERIENCE. The Department will allow qualified police personnel ("Police Personnel") to provide such services. Such Police Personnel shall perform such services in their discretion based on their experience and expertise.

3. INDEPENDENT CONTRACTOR(S). The Police Personnel performing services under this Agreement shall at all times be acting as an independent contractor, and no such Police Personnel shall at any time be deemed to be an employee of the Church.

4. TIME OF SERVICES. The regular time of service will be each Sunday as directed by the Church. Police Personnel providing services under this Agreement will be required to complete and return to the Church a time sheet. Police Personnel performing duties under this Agreement shall dress in their regular police uniform that designates them as a uniformed police officer of the City and, in addition to possessing any other Department issued gear, shall carry a Church security radio on their person while performing duties hereunder, with such security radio monitoring the Church's designated security channel. In addition to traffic duties, the Police Personnel shall patrol the Church parking lot when not performing traffic control and direction duties hereunder.

5. COMPENSATION FOR SERVICES. The Church shall compensate the Police Personnel for each member's service at the rate of Thirty Dollars (\$30.00) per hour or One

Hundred Twenty Dollars (\$120.00) for the four (4) hour regular times of service each week. Such compensation shall be remitted directly to each of the Police Personnel performing services hereunder, and each such Police Personnel shall execute and deliver a W-9 to the Church prior to performing services hereunder.

7. TERM. This Agreement shall be for a one year term but may be cancelled at any time at the option of the Church or the City provided that notice of such cancellation shall be given in writing to the other at least thirty (30) days prior to such cancellation. The City and the Church may renew this Agreement for successive one year terms by execution of a mutual written agreement each year.

8. NO ASSIGNMENT. Neither party may assign this Agreement, nor shall either party assign any of its obligations to perform hereunder, it being understood and agreed between the parties that this Agreement and the services and other obligations to be performed hereunder constitute a contract with the municipal government for specialized services.

9. NOTICES. Any notices required to be given to parties pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed to the following respective addresses:

In the case of the City:

Starkville Police Department
Attn: Chief of Police
101 Lampkin Street
Starkville, MS 39759

In the case of the Church:

Pinelake Church, Inc.
Attn: Rod Cadenhead
Executive Pastor of Operations
6071 Highway 25
Brandon, MS 39047

10. COMPLIANCE WITH LAWS/ VENUE. This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the Starkville Police Department and shall be governed by the laws of the State of Mississippi, including Miss. Code Ann. § 17-25-11. The venue of any legal action or proceeding arising under this Agreement shall be a court of competent jurisdiction located in Oktibbeha, Mississippi.

11. LIMITATION OF LIABILITY AND INDEMNITY. Pursuant to Miss. Code Ann. § 17-25-11, acts and omissions of Police Personnel in the discharge of their duties under this Agreement shall be deemed to be the acts and omissions of the Church and not the acts and omissions of the City or Department. The Church shall hold harmless the City, Department, and Police Personnel, and fully defend and indemnify them from any expense or loss, including attorney's fees, which results from any action taken against the City, Department or Police Personnel arising out of the acts or omissions of the Police Personnel in performing their duties for the Church under this Agreement. Neither the City, nor the Department, nor the Police Personnel, shall be liable for acts or omissions of the Police Personnel in the performance of their duties for the Church under this Agreement.

12. INVALIDITY OF PROVISION. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

13. MODIFICATION OF AGREEMENT. Any modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be

binding only if evidenced in writing signed by each party or any authorized representative of each party.

14. HEADINGS. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

16. BINDING AUTHORITY. Each of the signatories to this Agreement represent that each has full authority to enter into the foregoing Agreement on behalf of the party represented herein, and that all corporate action has been taken by the governing board/membership to duly authorize the execution and performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first above written.

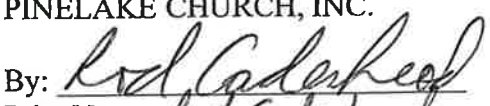
CITY OF STARKVILLE, MISSISSIPPI

By: 

Print Name: D. Lynn Spruill

Print Title: Mayor

PINELAKE CHURCH, INC.

By: 

Print Name: Rod Cardenhead

Print Title: Executive Pastor of Operations

20. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 1994 FORD RANGER (VIN: 1FTCR10X3RUC71565), 1998 CHEVY DUMP TRUCK (VIN: 1GBHR34KXJJ118525) AND THE 1998 DODGE 1500 (VIN: 1B7HC16Y9XS175679) AND THE ELECTRIC DIVISION 1993 CROWN VICTORIA (VIN: 2FALP71W2RX118494), 1995 FORD RANGER (VIN: 1FTCR14X9SPA77640) AND 2002 FORD RANGER (VIN: 1GCCS19W728177718) AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE AN ELECTRIC VEHICLE REPLACEMENT IN THE AMOUNT OF \$32,050.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to declare the Water Division 1994 Ford Ranger (vin: 1FTCR10X3RUC71565), 1998 Chevy Dump Truck (vin: 1GBHR34KXJJ118525) and the 1998 Dodge 1500 (vin: 1B7HC16Y9XS175679) and the Electric Division 1993 Crown Victoria (vin: 2FALP71W2RX118494), 1995 Ford Ranger (vin: 1FTCR14X9SPA77640) and 2002 Ford Ranger (vin: 1GCCS19W728177718) as surplus and to auction on govdeals, and authorization to purchase an electric vehicle replacement in the amount of \$32,050.00” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION FOR JACOB FORRESTER OF STARKVILLE UTILITIES TO TRAVEL TO SAN ANTONIO, TX TO ATTEND THE AMERICAN PUBLIC POWER ASSOCIATION (APPA) LEADERSHIP SUMMIT ON OCTOBER 1-2, 2019 WITH COSTS NOT TO EXCEED \$2,500.00 (REGISTRATION, LODGING, MEALS, AND TRAVEL).

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “authorization for Jacob Forrester of Starkville Utilities to travel to San Antonio, TX to attend the American Public Power Association (APPA) Leadership Summit on October 1-2, 2019, with costs associated with the trip not to exceed \$2,500.00” is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION TO ENTER A RENTAL AGREEMENT FOR TWO (2) 20 HP AND ONE (1) 15 HP S&N AIROFLO FLEX DRIVE HOT DIPPED GALVANIZED HORIZONTAL FLOATING BRUSH ROTOR FROM S&N AIROFLO INC. IN THE AMOUNT \$17,457.00 FOR THE FIRST THREE (3) MONTHS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a rental agreement for two (2) 20 HP and one (1) 15 HP S&N Airoflo Flex Drive Hot Dipped Galvanized Horizontal Floating Brush Rotor from S&N Airoflo Inc. in the amount \$17,457.00 for the first three (3) months” is enumerated, this consent item is thereby approved. (Rental Agreement follows this page)

Two quotes were received: S&N Airoflo - \$17,457.00 and General Pump - \$22,750.00

23. REQUEST AUTHORIZATION TO ACCEPT HAWK SCADA, ONLY COMPANY TO SUBMIT A PROPOSAL, RFQ FOR SCADA INTEGRATION, MAINTENANCE AND SUPPORT SERVICES FOR THE WASTEWATER PLANT AND LIFT STATION.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to accept Hawk SCADA RFQ, the sole proposal received, for SCADA Integration, Maintenance and Support Services for the wastewater plant and lift station” is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO A LONG-TERM POWER CONTRACT AMENDMENT WITH THE TENNESSEE VALLEY AUTHORITY (TVA).

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “authorization for the City of Starkville to enter into a Long-Term Power Contract amendment with the Tennessee Valley Authority (TVA)” is enumerated, this consent item is thereby approved. (TVA Contract follows Airoflo rental agreement)



QUOTE NO. R081519

**To: Samuel L. Agnew
President
ETEC**

Date: August 15, 2019

Project: Starkville MS WWTP

Subject: Rental of S&N Airoflo Aeration Equipment for Waste Water Treatment

SCOPE OF SUPPLY

S&N Airoflo™ is pleased to submit a proposal for the supply of the following equipment and / or services:

Floating Brush Rotor(s)

RENTAL ITEM:

Two (2) 20 HP S&N Airoflo Flex Drive Hot Dipped Galvanized Horizontal Floating Brush Rotor

One (1) 15 HP S&N Airoflo Flex Drive Hot Dipped Galvanized Horizontal Floating Brush Rotor

Scope:

S&N Airoflo will ship and deliver rental units to assemble, install, and connect to the existing electrical power (**See Electrical on Page 2**), adjacent to the rotor anchoring system.

Unit should not require maintenance during the first twelve (12) months of operation and Airoflo will be responsible for any issue of concern during this

period. Maintenance beyond this time will be discussed. Airoflo will provide corresponding O&M Manual for required maintenance documentation. This maintenance consideration and proposal would not cover or include acts of God, Nature, Theft, or Vandalism.

Customer Responsibility:

- **Lifting Equipment:** Adequate Lifting equipment and Operator for Loading, Unloading, and Installation Assistance is required. Installation will require off-road lifting equipment rated at a minimum of 4,000 lbs. at its extended reach. **NO COST FOR LIFTING EQUIPMENT IS INCLUDED IN THIS QUOTE.**

Electrical & Panel Boxes: TO BE VERIFIED

*If the existing electrical includes NEMA Starters, heaters will have to be installed for protection of our motors. The following existing electrical components must be verified on site. **SEE PANEL PROVISION INCLUDED IN PRICING:***

- *SEE FILE* Representative Signature
- Panel Box Needed? (Yes or No) : Per Todd - Site Visit
 - Voltage on site for equipment: 00/21/2019
 - Overload rated for HP quote: *
 - Motor Protection (Brand, Type, Size):
 - Location of Power termination (Motor Control Center / Disconnect)

Required electrical information listed above will need to be provided by client prior to rental and delivery in order to execute the agreement. S&N cannot go by verbal instructions any longer.

NOTES: Panels, Disconnects, Motor Protection and/or additional wiring may be added at additional costs with input from client in regards to equipment layout and drawings prior to installation.

NOTE: S&N will not dispatch until all items on this form are filled out and signed off by a responsible representative of the customer.

Transportation and Installation:

- Rental of more than two units will require additional freight cost.
- Labor is based on travel time one direction and "on site" time...the quote covers both the install and the retrieval.

Pricing:

**Item 1 - The Three (3) Units as described will rent for \$800.00 per month each with a 3 month minimum with additional months costing \$800.00 each.
A Total of \$ 7,200 .00**

**Item 2 – Duplex 20HP Motor Control Panel w/ Motor Protection
Simplex 15HP Motor Control Panel w/ Motor Protection
3 x Power Cable – Estimated at 150' or less...
One Time Rental Charge...\$ 1, 435.00**

**Item 3 - Mileage for Installation... \$ 3.25 per mile for one direction @ 88 miles
A Total of \$ 286.00**

**Item 4 - Labor for Travel and Installation... \$1,650.00 per day (2 technicians) for 3 days – includes 3 day travel and on site :
A Total of \$ 4, 950.00**

**Item 5 - Mileage for Retrieval...\$ 3.25 per mile for one direction @ 88 miles:
A Total of \$ 286.00**

Item 6 - Labor for Travel and Retrieval...\$1,650.00 per day (2 technicians) for 2 days: A Total of 3, 300.00

Total Rental Cost (Due Upon Delivery)..... \$ 17, 457.00

Notes:

- 1. Rental Installation will include standard cable mount with site specific hardware. Any deviation or additional material cost discovered will be billed to the client upon review after installation complete.***
- 2. Units to be connected to existing electrical provided. Any additional cost incurred will be billed to the client upon review after installation.***



RENTAL AUTHORIZATION

This document authorizes S & N Airoflo, Inc. to provide the items for rent as listed per the above written **Quote R081519 - \$ 17,457.00**

Total Rent is due on the day of Delivery of the Rental Unit.

Authorized Personnel: _____

City of Starkville, MS Representative (Signature)

City of Starkville, MS Representative (Print Signature)

Approval Date: _____

Buster Norris



662.455.2804

bnorris@airoflo.com

LONG-TERM AGREEMENT

TV-48326A, Supp. No. 89

This Agreement is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**"), a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America, created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

Distributor purchases all of its power requirements from TVA for resale under contract number TV-48326A, effective March 1, 1978, as amended ("**Power Contract**").

The parties hereby agree to amend the Power Contract to increase the length of and strengthen the contractual relationship to help ensure the long-term success of the public power model, as follows:

SECTION 1 - NOTICE OF POWER CONTRACT TERMINATION

The section of the Power Contract entitled "Term of Contract" is hereby replaced, in its entirety, with the following:

This contract is effective as of March 1, 1978, and will continue in effect for an initial term of 20 years from March 1, 1978, provided, however, that beginning on the first anniversary of said effective date, and on each subsequent anniversary thereof (whether falling during said initial term or any renewal term as provided for herein), this contract shall be extended automatically without further action of the parties for an additional 1-year renewal term beyond its then-existing time of expiration. Notwithstanding any other provision of this section, Municipality may terminate this contract at any time upon not less than 20 years' prior written notice, and TVA may terminate this contract upon not less than 20 years' prior written notice. If Municipality delivers a notice of termination to TVA, as stated above, then from and after its date of receipt of such notice, TVA will have no obligation to make or complete any additions to or changes in any transformation or transmission facilities for service to Municipality, unless (by means of a fully-executed amendment to this contract) Municipality agrees to reimburse TVA for its non-recoverable costs in connection with the making or completion of such additions or changes.

SECTION 2 - BENEFITS

Under the section of the Power Contract entitled "Power Supply," TVA commits to provide all of the power supplied to consumers in the Distributor's service area, at rates as low as feasible, consistent with the public power model. Recognizing the 20-year initial term and the 20-years' termination notice provision established in section 1 of this Agreement, and the other mutual commitments stated in this Agreement, the parties agree to the following:

- (a) For purposes of this Agreement, "**Applicable Rates**" means base rates that are subject to adjustment and are supplied by TVA in accordance with: the "Standard Service" section of the Wholesale Power Rate--Schedule WS (currently on-peak demand, maximum demand, grid access, and non-fuel energy charges), and Schedule TDGSA and Schedule TDMSA only (currently on-peak demand, maximum demand, and all non-fuel energy charges), of the "TOU Service" section of the Wholesale Power Rate--Schedule WS.

Beginning with the first full billing month following the Effective Date, TVA will apply a credit to the Distributor's monthly power invoice equal to 3.1% of the amount that Distributor pays TVA through the Applicable Rates ("**Wholesale Credit**").

Beginning in the TVA fiscal year during which TVA first pays the Wholesale Credit to Distributor, if both of the following conditions occur:

- 1) TVA increases the Applicable Rates: (i) by more than 10% (calculated based on the adjustment to Applicable Rates that is applied across all power distributors served by TVA) during any consecutive five-fiscal-year period that begins after the Effective Date and occurs within 20 years of the Effective Date, compared to the Applicable Rates that are applied as of the end of the TVA fiscal year immediately preceding that consecutive five-year period, or (ii) by more than 5% (calculated based on the adjustment to Applicable Rates that is applied across all power distributors served by TVA), compared to the Applicable Rates that are applied as of the end of TVA fiscal year 2019, prior to September 30, 2024; and
- 2) the parties, after good faith negotiations for up to 180 days after the date that either condition described in subsection 2(a)(1) of this Agreement is met, fail to re-negotiate the terms of this Agreement;

then, if Distributor notifies TVA in writing within 60 days from the end of the 180 day period established in subsection 2(a)(2) of this Agreement, the parties will execute an amendment to the Power Contract, which reduces the termination notice period in subsection (a) of the "Term of Contract" section of the Power Contract to 10 years, and this Agreement will terminate.

- (b) No calculation or determination of Applicable Rates, or any increases or adjustments to Applicable Rates, described in or occurring pursuant to subsection 2(a)(1) of this Agreement, will include or account for rate changes, or changes in the fuel cost adjustment, which apply to or impact Distributor during the term of the Power Contract.
- (c) If Distributor delivers a notice of termination to TVA under the "Term of Contract" section of the Power Contract, then, as of the first full billing month following TVA's receipt of said notice, section 2 of this Agreement will terminate, except that the then-effective Wholesale Credit will be reduced and phased out in equal percentages over each of the following 10 years, with the first equal percentage reduction beginning on the first day of the billing month immediately after Distributor delivers a notice of termination to TVA and reducing to 0% on the first day of the billing month that is 121 months after Distributor delivers such notice.
- (d) During the term of this Agreement, TVA will notify Distributor in writing of additional benefits that TVA elects, in its sole discretion (for example but without limitation, adjustment of the Wholesale Credit percentage above 3.1%), to offer to other distributors of TVA power because they have executed a similar long-term agreement. Distributor will receive the additional benefits, unless Distributor declines by written response to TVA within 90 days of Distributor's receipt of TVA's notice. In addition, TVA will establish a process of engagement with Distributor for strategic resource and financial planning decisions.
- (e) TVA commits to collaborating with Distributor (and other distributors of TVA power who have executed a similar long-term agreement) to develop and provide enhanced power supply flexibility, with mutually agreed-upon pricing structures, for 3-5% of Distributor's energy, by no later than October 1, 2021. If in either of the following cases: (i) TVA does not fulfill its commitment to propose a power supply flexibility solution by the date stated above; or (ii) Distributor does not agree to the TVA-proposed power supply flexibility solution, then, Distributor may elect, by written notice to TVA not later than 90 days from the TVA Board approved implementation date, to terminate this Agreement. Upon Distributor's payment to TVA of an amount equal to 50% of the sum of all Wholesale Credit amounts received by Distributor pursuant to subsection 2(a), this Agreement terminates. The payment amount due from Distributor to TVA under this subsection 2(e) will be calculated as of the date TVA receives said notice.

SECTION 3 - EVENTS OF DEFAULT AND REMEDIES

- (a) **Assignment.** "Assign" or "Assignment" means a party's transfer or disposal of this Agreement, in whole or in part, or any interest in it, to any person or entity that is not a party, including use of this Agreement or any payment or performance obligations under it as collateral.

- (b) **Distributor Events of Default.** An event of default, with respect to Distributor, means one or more of the following:
- 1) A sale or transfer of all, or substantially all, of Distributor's tangible or intangible assets that results in a reduction in load served by TVA;
 - 2) Distributor's sale or supply of power not supplied by TVA, or Distributor's facilitation of the sale or consumption of power not supplied by TVA by any Distributor affiliate or third party, to or by any end-use customer in Distributor's service area, without TVA's consent prior to the Effective Date or advanced written consent after the Effective Date; or
 - 3) Distributor's Assignment of the Power Contract without TVA's prior written consent.
- (c) **TVA Events of Default.** An event of default, with respect to TVA, means one or more of the following:
- 1) TVA's breach of its obligations or commitments in subsection 5(a) of this Agreement; or
 - 2) TVA's Assignment of the Power Contract without Distributor's prior written consent.
- (d) **Notice.** If an event of default occurs, and the defaulting party does not cure its event(s) of default within 60 days of receipt of written notice from the non-defaulting party, then (as applicable) the non-defaulting party may exercise any of the remedies stated in subsection 3(e) of this Agreement, in addition to those remedies available under the Power Contract or pursuant to Applicable Laws.

"**Applicable Laws**" means those U.S. federal and state laws, regulations, and judicial or administrative decisions, orders (including, without limitation, administrative authority or commission consent orders and confirmatory orders) or injunctions, or any other legal pronouncements of a U.S. federal governmental authority that have the force or effect of law; provided, however, that in no event shall this provision be interpreted as subjecting TVA to any state or federal laws, including any remedies available under such laws, that otherwise do not apply to TVA.

(e) **Remedies.**

- 1) Distributor must pay TVA an amount equal to TVA's actual or estimated losses of revenue and load served, and for all actual or estimated expenses incurred by TVA and resulting from Distributor event(s) of default (subsection 3(b) of this Agreement), including attorneys' fees and other regulatory or administrative costs, measured from the date that any event of default first occurs, and over the remaining term of the Power Contract.
 - 2) TVA must pay Distributor an amount equal to the increase in Distributor's actual or estimated costs paid for electric power production and transmission (including wheeling, if applicable), resulting from a TVA event(s) of default (subsection 3(c) of this Agreement), including attorneys' fees and other regulatory or administrative costs, measured from the date that any event of default first occurs, and over the remaining term of the Power Contract, provided that Distributor's claims to payment of any such amounts upon a TVA event of default are subordinate to TVA's prior satisfaction of any and all obligations it has to the holder of any bonds or other financing obligations issued or entered into by TVA, either before or after the Effective Date.
 - 3) The non-defaulting party may, by separate written notice to the defaulting party, terminate this Agreement if one or more of the defaulting party's event(s) of default occurs.
- (f) **Mutual Waiver.** Neither party's waiver of the other party's breach of the Power Contract, or failure to claim or enforce its remedies upon an event of default in this Agreement, will be

construed to waive any other or subsequent breach or right to claim or enforce an event of default. Neither party's acceptance nor consideration of any untimely notice or information from the other party waives any time limits or schedule deadlines stated in, or issued, or agreed upon pursuant to the Power Contract.

- (g) **Rights and Remedies Cumulative.** Either party has the right to pursue any and all rights available under Applicable Laws in the event the other party fails to perform or otherwise breaches any term of the Power Contract not specifically referenced above. Except for the remedies upon event(s) of default, established in subsection 3(e) of this Agreement, all rights and remedies afforded either party under this Agreement are cumulative, in addition to every other right and remedy provided under the Power Contract, by law, or in equity.

SECTION 4 - SUPERSEDING AND VOIDING OF PRIOR AGREEMENTS

As of the Effective Date:

- (a) In the event that the terms of this Agreement conflict with existing agreements between Distributor and TVA, the terms of this Agreement control; and
- (b) the following is of no further force and effect:
 - 1) TV-48326A, Supp. No. 17, effective November 1, 1989.

SECTION 5 - CHANGE IN LAW

- (a) During the term of the Power Contract, TVA commits that, in the case of a disposal of any substantial portion of TVA's power generation or transmission properties, Distributor will not be charged rates for energy or transmission that are not established in accordance with the Tennessee Valley Authority Act, 16 U.S.C. § 831, *et seq.*, as amended and in effect on the Effective Date (specifically, but without limitation, Section 15d(f) of that statute) ("**TVA Act**").
- (b) Nothing in this Agreement will be construed to limit the sovereign authority of the United States Congress, amend the TVA Act, or impair TVA's obligations under its bonds or other financing obligations, including its obligations under the Basic Tennessee Valley Authority Power Bond Resolution, as amended ("**Basic Bond Resolution**"). The charges for electric service under the Power Contract are currently established to recover the costs and financial obligations associated with investment to provide wholesale power service as required by the TVA Act, and the Basic Bond Resolution. In the event that a change in law impairs any contractual right, benefit, or interest of either party, or imposes any material increase in cost, or reduction in allocation of capacity or energy, or otherwise materially changes an obligation on either party under the Power Contract, the parties shall promptly meet and discuss in good faith regarding possible changes to the Power Contract to mitigate the impact of the change in law.

SECTION 6 - NOTICES

The parties will deem any notice required by this Agreement to be properly given if the required notice is delivered in writing to the address specified below: personally, by recognized overnight courier service, by United States Mail, postage prepaid, or by electronic mail.

To Distributor:	The Mayor of Starkville, Mississippi Starkville Utilities 200 North Lafayette Street Starkville, Mississippi 39759 Email: <u>tkemp@starkvilleutilities.com</u>
To TVA:	Director, Power Customer Contracts, WT 9D-K Tennessee Valley Authority 400 West Summit Hill Drive Knoxville, Tennessee 37902-1401 Email: contractnotices@tva.gov

Any party may change either the designation of any person or the address of any such person at any time and from time to time by similar notice.

SECTION 7 - SEVERABILITY

In the event that any provision of this Agreement is found to be legally unenforceable, such provision will be replaced with a substitute provision that most nearly reflects the original intentions of the parties and is legally enforceable, and the remainder of this Agreement will continue in full force and effect.

SECTION 8 - RELATIONSHIP OF THE PARTIES

No provision of this Agreement or the Power Contract creates or will be deemed to create an agency, partnership, joint venture between Distributor and TVA, or any business relationship between the parties other than that specifically stated in the Power Contract. Neither party has the power or authority to legally bind the other party, or to assume or create any express or implied obligation or responsibility on behalf of the other party.

SECTION 9 - RATIFICATION OF POWER CONTRACT

The parties hereby ratify and confirm that the Power Contract, as amended by this Agreement, is their continuing obligation.

The parties are signing this Agreement to be effective on the date of TVA's signature ("Effective Date").



CITY OF STARKVILLE, MISSISSIPPI

By

A handwritten signature in blue ink, appearing to read "D. Lynn Spruill", is written over a horizontal line.

Title: Mayor D. Lynn Spruill

Date: 9-3-19

TENNESSEE VALLEY AUTHORITY

By

Director
Power Customer Contracts

25. REQUEST AUTHORIZATION TO UPGRADE MOBILE 311 TO THE PROVIDER’S NEWEST PLATFORM – ASSET ESSENTIALS, AND AUTHORIZATION TO ADD THE ELECTRIC MODULE ALONG WITH AN INVENTORY PROGRAM IN THE AMOUNT OF \$25,798.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “authorization to upgrade Mobile 311 to the provider’s newest platform – Asset Essentials, and authorization to add the Electric Module along with an inventory program in the amount of \$25,798.00” is enumerated, this consent item is thereby approved.

Investment	
Pricing based on population of 25,000	
Subscription	
Asset Essentials	\$5,849.00
- Streets/Signs/Sidewalks Module	\$2,599.00
- Storm Water Module	\$2,599.00
- Water Distribution and Waste Water Collection Module	\$2,599.00
Asset Essentials Inventory	\$1,953.00
- Electric and Gas Module	\$2,599.00
Subscription Term: 12 months	Subtotal: \$18,198.00
Implementation & Services	
1 Week (4 days) Onsite Consulting Package for 1Week(s)	\$7,000.00
Equipment Import for 1 Sq. Ft.	\$600.00
	Subtotal: \$7,600.00
Total Initial Investment	\$25,798.00

26. REQUEST AUTHORIZATION TO PROCEED AS AN EMERGENCY PURCHASE OF AN INSERT-A-VALVE IN THE AMOUNT OF \$15,500.00 FOR THE LOCKSLEY WAY 12-INCH WATERMAIN BREAK PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval to proceed as an emergency purchase for the Locksley Way 12-inch watermain break which required the purchase of an emergency insert-a-valve in the amount of \$15,500.00 per Mississippi code section 31-7-13 (k) and that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new Sanitation and Environmental Services employees Gregory Grayer, Eriq Purnell and Roger Richardson. She then thanked the Utility department for their work and long hours during a recent water main break.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver encouraged everyone to attend the upcoming Fall events in Starkville. September 4 is "Get Swept Up", September 6 is the Night Market and September 13 is City Wide Tail Gate to name a few.

Alderman Vaughn noted the walking track at the J. L. King Park is complete and open for walkers.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Mayor for her well wishes for his Mom's 90th birthday. There is still some racing taking place, but seems to be less than in the past. He also inquired about the \$1.50 monthly Landfill charge, which the Mayor explained.

Jessica Hill, representing the Starkville / Oktibbeha County Safe House, requested \$5,000 be placed in the budget for their cause. They would like to use \$1,500 for the Starkville Community Day to provide more activities for children and \$3,500 towards a local Safe House Center.

Leah Ellis, Ward 5, expressed concern with the new turn arrows at Hwy 389 in that she feels MDOT painted the arrows toward what appears to be oncoming traffic. City Engineer Edward Kemp will take a look at the arrows and speak with MDOT.

PUBLIC APPEARANCES:

BOYS AND GIRLS CLUB, INC. – NADIA COLOM, CEO

Ms Nadia Colom discussed the history and the goals of the Boys and Girls Club, Inc. They provide many activities for the youth of the community and while having strong, competent volunteers and leaders, they are lacking a good facility. In the past year, 266 youth were served, but approximately 100 turned away due to limited facilities. They hope to construct a new facility in the next few years and would appreciate any assistance the City of Starkville could offer.

ANNUAL MSU STUDENT ASSOCIATION SALES TAX ALLOCATION DISTRIBUTION REPORT AND APPROVAL IN ACCORDANCE WITH SENATE BILL 3012 – DR. REGINA HYATT

MSU Student Body President Jake Manning and Vice President for Student Affairs Dr. Regina Hyatt presented the Fiscal Year 2020 budget. They discussed upcoming and past events of the Student Association and how the allocated portion of the 2% sales tax is spent in the community. The Fiscal Year 2018, Fiscal Year 2019 and the Proposed Fiscal Year 2020 budget as presented:

Proposed Distribution of 2020 Food & Beverage Sales Tax Allocation

Distribution:	FY2018	FY2019	Proposed FY2020
Music Maker Productions	\$150,000	\$150,000	\$165,000
Bulldog Bash	\$145,000	\$170,000	\$170,000
Cowbell Cabs	\$20,000	\$20,000	\$5,000
Old Main Music Festival	\$30,000	\$30,000	\$30,000
Lyceum Series	\$60,000	\$60,000	\$60,000
Global Lecture Series	\$20,000	\$20,000	\$20,000

PUBLIC HEARINGS:

PUBLIC HEARING ON TAX INCREMENT FINANCING PLAN FOR GARAN MANUFACTURING REDEVELOPMENT PROJECT

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

Dr. Richard Mullinax and Ms Leah Ellis spoke against the TIF.

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

SECOND PUBLIC HEARING ON THE FISCAL YEAR 2019-2020 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE

Alderman Sistrunk presented background on the proposed millage increase.

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

Chris Taylor spoke in favor of the tax increase, if the money goes to increased wages, staffing fire station 5 and less turnover in city employees.

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

27. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE HIGH SCHOOL TO HOLD THE 2019 HOMECOMING PARADE ON SEPTEMBER 30, 2019 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Walker, duly seconded by Alderman Carver, offered a motion to approve a Special Event request by Starkville High School to hold the 2019 Homecoming Parade on September 30, 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 Hamp Beatty	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.

28. CONSIDERATION OF THE FISCAL YEAR TAX MILLAGE FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to take the item under advisement and for the Mayor to call for a budget work session Thursday, September 5, at 4 p.m. 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 Hamp Beatty	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 THE FISCAL YEAR 2019-2020 BUDGET FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to take the item under advisement and for the Mayor to call for a budget work session Thursday, September 5, at 4 p.m. 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 Hamp Beatty	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. DISCUSSION CONCERNING A BOARD-APPROVED SPECIAL EVENT.

Alderman Perkins asked Police Chief Nichols questions concerning the upcoming September 20 Bulldog Bash. At the time the Special Event permit was approved, the artist was not known. Since a larger crowd is now expected due to the popularity of the artist, the Police Chief will be staffing more security for the event.

Alderman Perkins stated he would like to see the Special Event Policy revisited in the near future.

31. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC PARK IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT 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 TWENTY-FIVE MILLION DOLLARS (\$25,000,000), AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve a Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue general obligation public park improvement bonds of the municipality, issue a general obligation public improvement 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 twenty-five million dollars (\$25,000,000), and for a term of any individual series not to exceed thirty (30) years, in one or more federally taxable or tax-exempt series, to provide funds for the authorized purposes; directing publication of notice of such intention; and 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT 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 TWENTY-FIVE MILLION DOLLARS (\$25,000,000), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND 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:

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 House Bill No. 1565, as approved by the Legislature of the State of Mississippi (the “Legislature” of the “State”) in its Regular Session 2019 and signed by the Governor (the “Governor”) of the State on April 3, 2019 (the “Authority Act”), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”), Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), and other applicable laws of the State (together, the “Act”).

“Special Tax Authorized Purpose” shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

“General Municipal Improvements Authorized Purpose” shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or

changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years.

On November 6, 2018, the Governing Body of the Municipality adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the “Special Sales Tax”) for the “construction, maintenance, operation, and promotion of recreation and sports tournament facilities” within the Municipality.

On April 16, 2019, the Governing Body of the Municipality adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body of the Municipality adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy to the Mississippi Department of Revenue.

Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.

Pursuant to the Authority Act, the Governing Body of the Municipality is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the “Authorized Purposes”), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the “Bonds”), issuing a general obligation bond of the Municipality (the “Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”), or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), all in the maximum principal amount of Twenty-Five Million Dollars (\$25,000,000), issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years.

The Municipality is authorized by the Municipal Improvements Act to issue the Bonds for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds to provide funds for the General Municipal Improvements Authorized Purpose.

The Municipality reasonably expects that it will incur expenditures for the Authorized

Purposes for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, and that it should declare its official intent to reimburse its general fund or special tax fund for all or a portion of such expenditures of the Authorized Purposes made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

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

SECTION 1. This resolution is adopted pursuant to the provisions of the Act.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Authority Act and the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, or enter into the Loan with the Bank pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, all in the maximum principal amount of Twenty-Five Million Dollars (\$25,000,000), for the Authorized Purposes.

SECTION 3. The Bonds, the Qualified Obligation, or the Loan, may be issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, and, if issued, may be payable from legally available revenues of the Municipality, including the Special Sales Tax.

SECTION 4. The Bonds and the Qualified Obligation may be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof; provided, however, that the Bonds and the Qualified Obligation issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body of the Municipality to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, October 1, 2019, at 5:30 o'clock p.m. Pursuant to the Act, if a petition signed by not less than ten percent (10%) of the qualified electors of the Municipality, or fifteen hundred (1,500), whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of two (2) years after the date above specified, and may be

sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than seven (7) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan.

SECTION 7. The City Clerk of the Municipality is hereby directed to procure from the publisher of the *The Starkville Daily News* the customary proof of publication of this resolution and to have the same before the Governing Body of the Municipality on the date and hour specified in Section 5 hereof.

SECTION 8. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse the Municipality's general fund or special tax fund for expenditures made for the Authorized Purposes prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 9. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds, the Qualified Obligation, or the Loan.

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

Following the reading of the foregoing resolution and discussion thereof, Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: _____
Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 3rd day of August, 2019.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Publication Instructions:

The Starkville Daily News

September 10, 2019; September 17, 2019; and September 24, 2019

32. CONSIDERATION OF A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019; AND FOR RELATED PURPOSES.

Chris Gouras, Principal Consultant for Gouras & Associates, LLC, on behalf of Castle Properties, LLC, discussed the proposed development at the current Garan Manufacturing site on highway 12. The project is expected to be a 90,000 square foot retail building.

Alderman Little, duly seconded by Alderman Carver, offered a motion to approve a Resolution approving the adoption and implementation of the tax increment financing plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019; 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 Hamp Beatty	Voted: Nay
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The City Clerk reported that pursuant to a resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “Governing Body” of the “City”), calling for a hearing to be held at 5:30 o’clock p.m., on September 3, 2019, with respect to the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019* (the “TIF Plan”), a copy of which is attached hereto as **Exhibit A**, she did cause such notice of the public hearing to be published on August 22, 2019 (as evidenced by the proof of publication on file in the office of the City Clerk and attached hereto as **Exhibit B**) in the *Starkville Daily News*, a newspaper having a general circulation in the City. The Mayor then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. At the conclusion of the public hearing, Alderman _____ offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019; AND FOR RELATED PURPOSES.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the “TIF Act”), the Governing Body of the City, on August 20, 2019, did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DIRECTING THE HOLDING OF A PUBLIC HEARING CONCERNING A TAX INCREMENT FINANCING PLAN IN CONNECTION WITH TAX INCREMENT FINANCING REVENUE BONDS OF SAID CITY, IN A PRINCIPAL AMOUNT NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000) FOR THE PURPOSE OF REIMBURSING THE DEVELOPER FOR CERTAIN COSTS OF INSTALLING AND CONSTRUCTING CERTAIN INFRASTRUCTURE IMPROVEMENTS NECESSARY FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, A MIXED USE DEVELOPMENT AND RELATED IMPROVEMENTS WITHIN SAID CITY; DIRECTING THE PUBLICATION OF NOTICE OF SUCH PUBLIC HEARING; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in the *Starkville Daily News*, a newspaper having a general circulation within the City, and was so published in said newspaper on August 22, 2019, as evidenced by the publisher’s proof of publication of the same heretofore filed with the City Clerk, attached hereto as **Exhibit B**, and presented to the Governing Body of the City; and

WHEREAS, the notice of public hearing generally described the TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body of the

City at City Hall in the Courtroom located at 110 West Main Street in the City at 5:30 p.m. on September 3, 2019, in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 5:30 p.m., on September 3, 2019, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the City is now fully authorized and empowered under the provisions of the TIF Act to adopt and implement the TIF Plan attached hereto as **Exhibit A**, and do hereby adopt and approve such TIF Plan as presented, in order to reimburse the Developer for certain costs eligible for reimbursement under the TIF Act that have or will be incurred in connection with the Garan Manufacturing Redevelopment Project, an approximately 89,000 square foot retail development and related improvements (the “Project”) in the City, as described more fully in the TIF Plan, and to issue tax increment financing revenue bonds in an amount not to exceed Three Million Dollars (\$3,000,000), in one or more series (the “TIF Bonds”), to reimburse the developer of the Project for certain costs of certain Infrastructure Improvements (as defined in the TIF Plan) in connection with the Project.

SECTION THREE: That the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provisions of the TIF Act requiring dedication of the “redevelopment project” to the City not apply to those Infrastructure Improvements which are constructed on the privately owned portion of the Project.

SECTION FOUR: That the TIF Bonds of the City shall be issued pursuant to further proceedings of the Governing Body of the City.

SECTION FIVE: For cause, this Resolution shall become effective immediately upon the adoption thereof.

Following the reading and discussion of the foregoing resolution, Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

Alderman Ben Carver	voted: _____
Alderman Hamp Beatty	voted: _____
Alderman David Little	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderman Sandra Sistrunk	voted: _____
Alderman Henry Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 3rd day of September, 2019.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

EXHIBIT A

***Tax Increment Financing Plan for the
Garan Manufacturing Redevelopment Project, August 2019***

EXHIBIT B

Proof of Publication of Notice of Public Hearing



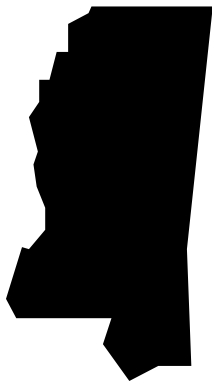
TAX INCREMENT FINANCING PLAN
FOR THE GARAN MANUFACTURING
REDEVELOPMENT PROJECT

City of Starkville, Mississippi

August 2019

Prepared by:

GOURAS & ASSOCIATES LLC



214 Draperton Drive
Ridgeland, MS 39157

P.O. Box 1465

Ridgeland, MS 39158

601-605-8128 P 601-605-8129 F

chrisgouras@gourasandassociates.com

christiana@gourasandassociates.com

**TAX INCREMENT FINANCING PLAN FOR THE
GARAN MANUFACTURING REDEVELOPMENT PROJECT
CITY OF STARKVILLE, MISSISSIPPI
August 2019**

ARTICLE I

A. PREAMBLE

1. The administration and implementation of this Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019 (the "TIF Plan") will be an undertaking of the City of Starkville (the "City"), is authorized pursuant to Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and may be administered and implemented as a joint undertaking of the City and Oktibbeha County, Mississippi, (the "County").

2. Castle Starkville, LLC, a Mississippi limited liability company (together with its assigns, collectively referred to as the "Developer") proposes to redevelop the Garan Manufacturing facility into an approximately 89,000 square foot retail development and related improvements (the "Project"). The Project will be strategically located off Highway 12 in the City of Starkville. The Project will represent a private investment of approximately \$20,000,000. In its entirety, the Project is expected to encompass approximately 10.1 acres, more or less, consisting of real property more particularly described in Article VII of this TIF Plan the legal description attached hereto as Exhibit A-1, and the plat attached hereto as Exhibit A-2 (the "Plat"), the land described in the Plat and Article VII of this Plan being collectively referred to as the "TIF District".

3. The City and County may enter into an interlocal cooperation agreement which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan may be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds as authorized herein to finance the Project as more fully described herein (the "TIF Bonds"). The TIF Bonds authorized by this TIF Plan shall not exceed \$3,000,000.

4. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the "redevelopment project" to the City not apply to those improvements which are constructed on the privately owned portion of the Project.

5. The tax increment financing funds as identified herein will be used to defray the cost of infrastructure improvements to serve the project and the community as a whole.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, sales tax, and job creation projections. Estimates of ad valorem taxes were made through consultation with the office of the Oktibbeha County Tax Assessor and valuations of similar projects in the region.

B. STATEMENT OF INTENT

1. The City may issue TIF Bonds in one or more series pursuant to the authority outlined hereinabove in an amount not to exceed Three Million Dollars (\$3,000,000), which will be secured solely by a pledge of the increased ad valorem taxes from real and personal property and 75% of the City's sales tax rebates generated within the TIF District, which funds will be used to pay the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

2. After sufficient development of the Project has been substantially completed to support the payment of debt service on the TIF Bonds (which may be issued in more than one series), the City will issue TIF Bonds and reimburse the Developer in accordance with a development agreement to be entered into between the parties as authorized by the TIF Act (the "Development Agreement").

3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

C. PUBLIC CONVENIENCE AND NECESSITY

1. The public convenience and necessity requires participation by the City and County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County.

a. The Project will represent a private investment of approximately \$20,000,000.

b. It is estimated the Project will create approximately 120 construction jobs.

- c. It is estimated that the Project will create 150-200 permanent new jobs.
- d. It is expected that the Project will result in an annual real and personal property tax *increase* of about \$41,645 for the City.
- e. It is expected that the Project will result in an annual real and personal property tax *increase* of about \$86,964 for the County.
- f. It is anticipated that the Project will yield an annual real and personal property tax *increase* of about \$101,711 for the School District.
- g. The annual sales generated by the retail development are expected to reach \$35,440,000.
- h. The Project is expected to result in annual sales tax rebates to the City of about \$458,948.
- i. The development of the Project will include new businesses and will help diversify and expand the tax base of the City.
- j. The development of the Project will result in the redevelopment of a brownfield, remediating environmental hazards and repurposing a strategically located property.

ARTICLE II PROJECT INFORMATION

A. REDEVELOPMENT PROJECT DESCRIPTION

- 1. The Project is expected to encompass approximately 10.1 acres, as more particularly described in Article VII and Exhibits A-1 and A-2 attached hereto, and will include approximately 89,000 square feet of retail and related improvements.
- 2. The property is currently zoned as C-2 General Commercial.

B. DEVELOPER INFORMATION

- 1. Developer's Name: Castle Starkville, LLC
- 2. Developer's Address: 412 Main Street

Columbus, MS 39701

ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. JOB CREATION

1. Construction Jobs: The Project is expected to create approximately 120 construction jobs.
2. Permanent Jobs: It is estimated that the Project will create 150-200 new jobs.

B. FINANCIAL BENEFIT TO THE COMMUNITY

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated after the entire Project has been completed. The estimates for real property taxes are based on an assumed new true value of \$6,989,722 for real property and improvements and \$4,473,000 for personal property.

ENTITY	MILLAGE RATE	CURRENT TAXES	AFTER PROJECT ¹	INCREMENT ²
<i>City Ad Valorem Taxes</i>	26.63	\$4,143	\$45,788	\$41,645
<i>County Ad Valorem Taxes</i>	55.61	\$8,652	\$95,616	\$86,964
<i>School District Ad Valorem Taxes</i>	65.04	\$10,119	\$111,830	\$101,711
TOTAL	149.93	\$22,914	\$253,234	\$235,341

2. Retail Sales: It is estimated that the Project will generate approximately \$35,440,000 in sales annually which will create annual sales tax rebates of \$458,948. Seventy-five percent (75%) of these sales tax rebates will be pledged by the City to service the debt on the TIF Bonds in addition to the incremental increase in the real and personal property ad valorem taxes discussed above.

¹ Assumes constant values and millage rates.

² All of these taxes (together with 75% of the sales tax rebates discussed below and EXCLUDING the School Taxes) will be pledged to service the debt on the TIF Bonds. School taxes are not eligible for Tax Increment Financing and are provided for informational purposes only. The debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

- A. PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the 10.1-acre development as described in detail in the preamble to this TIF Plan.
- B. LOCAL CODES AND ORDINANCES:** The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City.
- C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure improvements in support of the Project as well as the redevelopment of a brownfield site.

ARTICLE V
A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of Infrastructure Improvements necessary to serve the public that will utilize the induced development.

ARTICLE VI
A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the TIF District will represent a private investment of approximately \$20,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the “redevelopment project” to the City not apply to those Improvements which are constructed on the privately owned portion of the Project.

3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

4. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, annotated.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. The City will pledge all of the increased ad valorem taxes generated from the real and personal property in the TIF District and 75% of the increased sales tax rebates within the TIF District to secure the TIF Bonds.

3. The County will pledge all the increased ad valorem taxes on real and personal property in the TIF district to secure the TIF Bonds.

4. The total amount of indebtedness under this TIF Plan will not exceed \$3,000,000, and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City will issue up to Three Million Dollars (\$3,000,000) in TIF Bonds in one or more series which shall be secured by the City with the pledge of all of the incremental increases in ad valorem real and personal property taxes and 75% of the sales tax rebates and all of the County's incremental increases in ad valorem real and personal property taxes from within the TIF District. The total amount of indebtedness under this TIF Plan will not exceed \$3,000,000 and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

2. The Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006 and this **Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019** may be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of the TIF

Bonds, which may include bonds, notes, or other debt obligations issued in one or more series to provide funds to defray the cost of the Infrastructure Improvements.

3. It is expected that TIF Bonds can be obtained at an annual interest rate of 4.0% for up to fifteen (15) years. Annual principal and interest payments are estimated to be up to approximately **\$296,823** assuming the 4.0% rate and tax increment obligations over a period of up to fifteen (15) years.

4. The increase in ad valorem real and personal property taxes to be generated by the City are estimated to be **\$41,645**, and the sales tax revenues to be generated for the City are estimated to be **\$458,948**. The increase in ad valorem real and personal property revenues to be generated for the County are **\$86,964**.

5. The surplus for the City is estimated to be **\$299,758** annually and is to be deposited into the general fund of the City to be used for any lawful purpose. The surplus for the County is estimated to be **\$18,430** annually and is to be deposited into the general fund of the County to be used for any lawful purpose.

6. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

ARTICLE VII REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT

The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 10.1 acres, more or less, and is described below and in the Plat.

PARCEL	OWNER	TRUE VALUE	COUNTY	CITY	SCHOOL
102F-00-053.00	City	\$0.0	\$0.0	\$0.0	\$0.0

The above information was obtained from the Oktibbeha County Tax Assessor's website, and a copy of the information is attached hereto as Exhibit B.

ARTICLE VIII DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of this TIF Plan shall be until the TIF Bonds issued pursuant to this plan are retired.

ARTICLE IX

ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. AD VALOREM TAX INCREASES

The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The estimates for real property taxes are based on an assumed new true value of \$6,989,722 for real property and improvements and \$4,473,000 for personal property.

ENTITY	MILLAGE RATE	CURRENT TAXES	AFTER PROJECT ³	INCREMENT ⁴
<i>City Ad Valorem Taxes</i>	26.63	\$4,143	\$45,788	\$41,645
<i>County Ad Valorem Taxes</i>	55.61	\$8,652	\$95,616	\$86,964
<i>School District Ad Valorem Taxes</i>	65.04	\$10,119	\$111,830	\$101,711
TOTAL	149.93	\$22,914	\$253,234	\$230,321

B. RETAIL SALES: It is estimated that the Project will generate approximately \$35,440,000 in sales annually which will create annual sales tax rebates of \$458,948. These sales tax rebates will be pledged by the City to service the debt on the TIF Bonds in addition to the incremental increase in the real and personal property ad valorem taxes discussed above

ARTICLE X

A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Financing Fund: Garan Manufacturing Redevelopment Project" shall be established by the City to receive ad valorem taxes and sales tax rebates in connection with this TIF Plan.

ARTICLE XI

³ Assumes constant values and millage rates.

⁴ All of these taxes (together with 75% of the sales tax rebates discussed below and EXCLUDING the School Taxes) will be pledged to service the debt on the TIF Bonds. School taxes are not eligible for Tax Increment Financing and are provided for informational purposes only. The debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of this TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

ARTICLE XII PLAN OF FINANCING

A. SECURITY FOR THE TIF BONDS: The TIF Plan provides for the City to issue the TIF Bonds which will be secured by the pledge of incremental increases in ad valorem real and personal property taxes and 75% of sales taxes generated by the Project. The City will pledge all of the ad valorem tax increases and 75% of its sales tax rebates. The County will pledge all of its tax increases in ad valorem real and personal property taxes. The total amount of indebtedness under this TIF Plan will not exceed \$3,000,000, and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

B. FURTHER PROCEEDINGS OF THE CITY: Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

C. AMOUNT AND TIMING OF ISSUANCE: The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

EXHIBIT A-1

LEGAL DESCRIPTION OF TIF DISTRICT

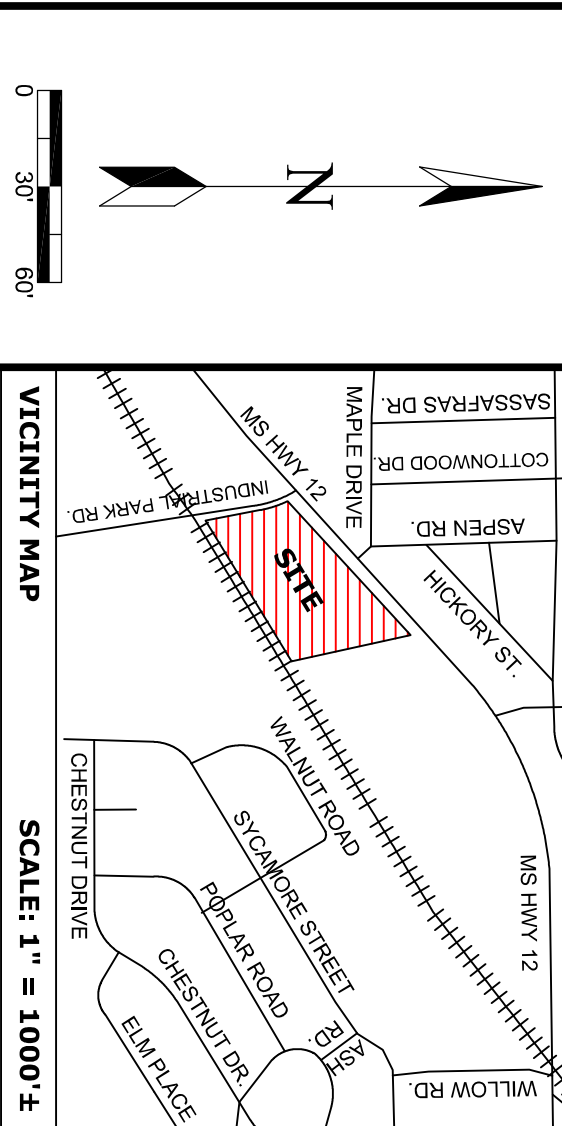
Being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and recorded in the Office of the Chancery Clerk, Oktibbeha County, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC and being more particularly described as follows, to wit:

Commencing at a one and one half inch pipe found on the North right of way of the railroad and at the Southeast corner of said Lot 1 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 58 degrees 37 minutes West along said North right of way for a distance of 862.9 feet to a one half inch iron pin set at the intersection of said North right of way with the East right of way of Industrial Park Road; thence North 10 degrees 40 minutes West along said East right of way for a distance of 289.8 feet to the beginning of a curve to the left having a radius of 603.3 feet and being subtended by a chord bearing of North 17 degrees 53 minutes West for a distance of 151.5 feet; thence along said curve and East right of way for an arc length of 151.9 feet to a one half inch iron pin set at the intersection of said East right of way with the South right of way of MS Highway No. 12; thence North 47 degrees 28 minutes East along said South right of way for a distance of 950.0 feet to a punch mark set in a concrete drive; thence South 12 degrees 25 minutes East leaving said South right of way for a distance of 636.8 feet to the POINT OF BEGINNING. Said parcel being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and contains 10.1 acres, plus or minus. Reference bearing for this property description is based on GPS Grid.

EXHIBIT A-2

PLAT

[ATTACHED]



CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	603.3'	N 17°53' W	151.5'	151.9'

being at La 1, Block 60 of the Michael Baker, Jr. Official Map of the City of Stunkville, Mississippi, 1974 Edition as prepared and recorded in the office of the Chancery Clerk, Cochise County, Mississippi and as shown on a survey by the City of Stunkville, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a one and one half foot pipe found on the North right of way of the railroad and at the Southeast corner of said La 1, and use as the POINT OF BEGINNING of the parcel herein described, from said POINT OF BEGINNING, North 17 degrees 53 minutes East, along said North right of way with the East right of way of Iradistville Park Road, thence North 10 degrees 40 minutes East, along said East right of way with the East right of way of Iradistville Park Road, thence North 10 degrees 40 minutes East, along said North right of way for a distance of 288.8 feet to the beginning of a curve to the left, bearing of 60.3 degrees East and being subtended by a chord bearing of North 17 degrees 53 minutes West for a distance of 151.5 feet, thence along said curve and East right of way for an arc length of 135.8 feet, thence North 17 degrees 53 minutes East, along said North right of way for a distance of 95.0 feet to a punch mark set in a concrete drive, thence South 12 degrees 25 minutes East, along said South right of way for a distance of 95.0 feet to a distance of 55.83 feet on the POINT OF BEGINNING, said parcel being as depicted on the Official Map of the City of Stunkville, Mississippi, 1974 Edition as prepared and recorded in the office of the Chancery Clerk, Cochise County, Mississippi and as shown on a survey by the City of Stunkville, Mississippi, and being more particularly described as follows, to-wit:

Reference bearing for the property description is based on GPS Grid.

BEARING BASIS: GPS GRID
SWORN CREW MEMBER(S): PAJE OWENS,
JASON PEPPER, CHIP CARLEY & JACE HOBART
SCALE: 1" = 60'
CLASS OF SURVEY: "B"
FIELD DATA COLLECTED: 04/01-02/2019
DRAWING COMPLETED: 04/09/2019
ALL PINS SET ARE 0.5" DIA. BY 18" LONG REBAR

SEC. 4, T 18 N, R 14 E
REVISION NUMBER: 0
PROJECT NUMBER: 19-057-A
CONVERGENCE: N/A
FILE NAME: 19-057-A
DRAWN BY: PBO
ONE CALL TICKET: N/A
SHEET: 1 of 1

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* MISSISSIPPI 811 PHONE: 1-800-227-6477

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ALTA / NSPS LAND TITLE SURVEY

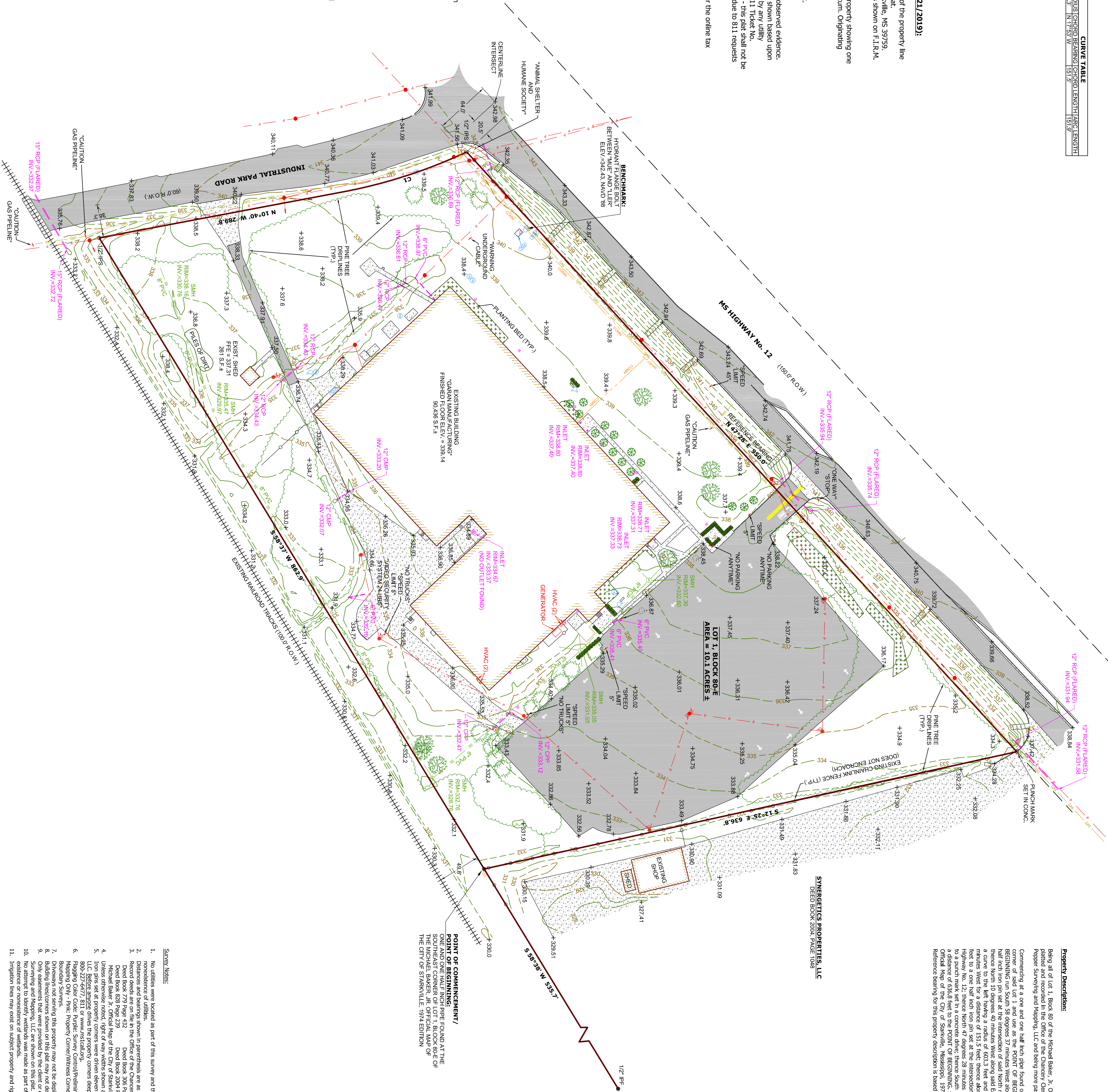
GARAN MANUFACTURING
601 HIGHWAY 12 WEST

STARKVILLE, MISSISSIPPI

PEPPER SURVEYING & MAPPING
1085 H STARK ROAD
STARKVILLE, MS 39759
SHIPPING: 834 HWY 12W #180
PHONE AND FAX: 1-888-963-9066
www.peppersurveying.com

[illegible]

ENERGETICS PROPERTIES, LLC
DEED BOOK 2004, PAGE 1048



1.	One-half inch (1/2") were placed at all changes in direction of the property line where monuments were not found, as shown on this survey plat.
2.	Property address provided is: 601 Highway 12 West, Starkeville, MS 39759.
3.	Traverse was run on the property line as shown on T-1, R-1, M-1.
4.	Map No. 281950501-54E, Effective Date February 17, 2010.
5.	Gross and area is shown on survey plat, in acres.
6.	An on the ground topographic survey was performed on this property showing bench contour intervals with elevations based on NAVD 1988 datum. Originating benchmark: PID D11745, NAVD 1988 elevation = 331.9.
7.	Not requested.
8.	(0)/(1) as shown on survey plat.
9.	All subsurface features observed are shown on this survey plat.
10.	Not requested.
11.	Utility, utilities shown on this survey plat are based on observed evidence. Underground gas (Atmos) and Cable communication lines are shown based upon mapping on the ground. No other 811 markings were provided by any utility company/owner for any other utilities that may exist on site. 811 Ticket no. 19040308260285. Please refer to note under Table A, Item 11 - this plat shall not be used to determine the existence or nonexistence of any utility due to 811 requests being ignored by notified entities.
12.	Not requested.
13.	Names of property owners are shown on this survey plat as per the online tax records of Oktobbeha County as of the date of this survey.
14.	As shown on survey plat.
15.	Not requested.
16.	Not requested.
17.	Not requested.
18.	Not requested.
19.	Not requested.
20.	Not requested.

Exceptions:
Corresponding to Schedule B - Part II of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, ALTA Commitment For Title Insurance

1. Not a survey matter.
2. Not a survey matter.
3. Not a survey matter.
4. Not a survey matter.
5. Not a survey matter.
6. No assessments were provided nor observed.
7. Not a survey matter.
8. Not a survey matter.
9. Not a survey matter.
10. Not a survey matter.
11. *See* Deed Book 601, Page 383 cannot be shown due to unknown point of commencement and point of beginning.
12. Easement is located along the southern boundary of the property shown on this survey plat.

SURETYORS CERTIFICATE: To Starville 12, LLC, a Mississippi limited liability company, Mark Castelherry, Old Republic National Title Insurance Company, and Brunini, Grantham, Grower, Hewes, PLLC. This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Detail Requirements for ALTA/ANSI/NPS Land Title Surveys, jointly established and adopted by ALTA and ANSI, and includes Items 1, 2, 3, 4, 5, 7(b)(1), 8, 11, 13 and 14 of Table A thereof. The fieldwork was completed on April 2, 2019.

STATE OF MISSISSIPPI
REGISTERED
SURVEYOR
PLS-02828
Brent W. Pepper, P.L.S.
Professional License No. PLS-02828
brentonpepper@peppersurveying.com

CLIENT

COLUMBUS, MISSISSIPPI

CASTLE PROPERTIES

PEPPER SURVEYING & MAPPING
1085 H STARK ROAD
STARKVILLE, MS 39759
SHIPPING: 834 HWY 12W #180
PHONE AND FAX: 1-888-963-9066
www.peppersurveying.com

EXHIBIT B

DATA FROM COUNTY TAX ASSESSOR

[ATTACHED]

State of Mississippi

OkTibbeha
ALLEN MORGAN

STARKVILLE

MS 39759

Personal Property
Tax Year 2018DRAWER: 9
USER: SF
Paid: Chk# 577651Furniture
Machinery
InventoriesPPMMODP 53-0
True Assessed
632939 94941
401194 60179
3060 459

Paid by: GARAN MFG CORP

GARAN MFG CORP STARKVILLE DIVISION
601 HWY 12 WEST
STARKVILLE MS 39759

PPIN: 312-00	Receipt #	Date: 12/28/2018			
Tax District 4110 JD	41921	Printed on 07/08/2019			
Parcel Number					
Class 1 Value True Assessed	Class 2 Value	Total Value 1,037,193 155,579	20190708 1638 SF QPADEV000L		
Type of Tax	Millage	Gross Tax Amount	Regular Homestead	Special Exemption	Net Tax
COUNTY	55.6100	8,651.75			8,651.75
CITY	26.6300	4,143.07			4,143.07
SCHOOL	65.0400	10,118.86			10,118.86
SUB-TOTAL TAXES DUE					22,913.68
ACCOUNT PAID IN FULL					
GARAN INC TAX DEPT P O BOX 100 STARKVILLE MS 39760			Total Taxes/Fees Due Paid on this Receipt Other Payments Grand Total Paid		22,913.68 22,913.68 22,913.68

Received by: _____



Oktibbeha County

101 East Main Street, Suite 103, Starkville, MS 39759
Phone: 662-323-1273 Fax: 662-338-1066

TIF PLAN EXHIBIT B

102F-00-053.00
Alt:
TD 1110 STR 04 18N 14E Block 00
Field Work by

Card 1 of 2
Map:
18N 14E Block 00
/00/

Oktibbeha County Tax
Card 1 of 2
PPIN 2209

Date Printed 07/30/2018

CITY OF STARKVILLE
GARAN INC HWY 12 WEST
STARKVILLE MS 39759
Exempt Code 12
LOT 1 CITY BLOCK 80-E
MAP 102F DB/PG

Land Value
Lot Size

Buildings Total Value
Acres Use Code
2300

ALL	/	Size	Price	D/F	Adj	Desc	\$/ft	Value C
Type								

AFFP

City of Starkville- Garan Manu

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

Anna Warnock, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

August 22, 2019

That said newspaper was regularly issued and circulated on those dates.

SIGNED:


Classified Clerk

Subscribed to and sworn to me this 22nd day of August 2019.


Mary E. McMillen, Oktibbeha County, Mississippi

My commission expires: December 28, 2021

00000131 00085652 662-323-4961

Lesa Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759



NOTICE OF PUBLIC HEARING TAX INCREMENT FINANCING PLAN GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI

Notice is hereby given that a public hearing will be held on the 3rd day of September, 2019, at 5:30 o'clock p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on the Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019 (the "TIF Plan"), for consideration by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "City"). The City proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is for the City to issue tax increment financing revenue bonds or notes (the "Bonds"), in one or more series and in an amount not to exceed Three Million Dollars (\$3,000,000), which funds will be used for the purpose of providing a financing mechanism to pay for the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"). The Bonds shall be secured by a pledge of the incremental increase in ad valorem tax revenues on real and personal property and seventy-five percent of the sales tax rebates within the TIF District, as described in the TIF Plan. The Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City, nor create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales tax rebates referenced above.

Construction of the Infrastructure Improvements and payment of the Bonds issued will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City.

Copies of the TIF Plan and the Tax Increment Financing Redevelopment Plan are available for examination in the office of the City Clerk in Starkville, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45-1 et seq., Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 20th day of August, 2019.

Lesa Hardin, City Clerk

Publish:
August 22, 2019

33. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT, IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI AUGUST 2019, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

Alderman Little, duly seconded by Alderman Carver, offered a motion to approve a Resolution adopting, approving, and authorizing the execution of the Development and Reimbursement Agreement, in conjunction with the Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, MS August 2019, authorizing the City to reimburse the developer for certain costs of certain infrastructure improvements from tax increment financing revenue bonds of the municipality in an amount not to exceed three million dollars (\$3,000,000), in one or more series; 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 Hamp Beatty	Voted: Nay
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
Alderman Vaughn left the meeting.

THERE CAME on for consideration by the Mayor and Board of Aldermen (the "Governing Body") of the City of Starkville, Mississippi (the "City"), the matter of a Development and Reimbursement Agreement (the "Agreement") with Castle Starkville, LLC (the "Developer"). After a full consideration of the matter, Alderman _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT, IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI AUGUST 2019, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), the Governing Body of the City has previously approved the *Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (the "Redevelopment Plan")* for the City on April 4, 2006; and

WHEREAS, the Governing Body of the City has approved the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019* on September 3, 2019 (the “TIF Plan”); and

WHEREAS, under the TIF Act, the Governing Body of the City is authorized and empowered to issue tax increment financing revenue bonds for the purpose of reimbursing certain costs of certain Infrastructure Improvements (as defined in the TIF Plan) to support and be a part of the a “redevelopment project”; and

WHEREAS, the Developer proposes to redevelop approximately 10.1 acres described in the TIF Plan (the “TIF District”) into an approximately 89,000 square foot retail development and construct certain Infrastructure Improvements to support the development (the “Project”); and

WHEREAS, the Developer has requested that the City issue its tax increment financing revenue bonds, in one or more series, in a principal amount not to exceed Three Million Dollars (\$3,000,000) (the “TIF Bonds”), for the purpose of reimbursing the Developer for certain costs of certain Infrastructure Improvements; and

WHEREAS, it is necessary and in the best interest of the City that a Development and Reimbursement Agreement (the “Agreement”) setting out the conditions and terms under which the TIF Bonds will be issued and providing for the payment thereof be approved and executed by the City and the Developer substantially in the form attached hereto as **Exhibit A**; the City is authorized to enter into such Agreement pursuant to the TIF Act; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION 2. The Governing Body of the City hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A**.

SECTION 3. The Governing Body of the City hereby authorizes and directs the Mayor and City Clerk of the City to execute and deliver the Agreement for and on behalf of the City with such changes, insertions, and omissions as may be approved by such officers or their designees, said execution and delivery being conclusive evidence of such approval.

Following the reading and discussion of the foregoing resolution, Alderman Little seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Little moved and Alderman Carver 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: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Nay
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 3rd day of September, 2019.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST: _____ Lesa Hardin, City Clerk (seal)

EXHIBIT A

FORM OF DEVELOPMENT AND REIMBURSEMENT AGREEMENT

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the "Agreement") is dated as of the ____ day of _____, 2019, by and between the City of Starkville, Mississippi (the "City") and Castle Starkville, LLC, a Mississippi limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the "Governing Body"), pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), has previously conducted hearings on, approved, and adopted the *Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006* (as amended from time to time, the "Redevelopment Plan") for the City; and

WHEREAS, on August 20, 2019, the Governing Body of the City adopted a resolution acknowledging its receipt of the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019* (the "TIF Plan"), finding that the TIF Plan qualified for tax increment financing ("TIF"), considering the issuance of tax increment financing revenue bonds in one or more series in a principal amount not to exceed Three Million Dollars (\$3,000,000) (the "TIF Bonds"), and calling a public hearing on the TIF Plan and the issuance of the TIF Bonds, all as provided by the TIF Act; and

WHEREAS, on August 22, 2019, the City published a Notice of a Public Hearing on the TIF Plan, and on September 3, 2019, the Governing Body of the City held a public hearing on the TIF Plan, all as required by the TIF Act, after which the Governing Body of the City adopted a resolution giving final approval to the TIF Plan and declaring an intent to issue the TIF Bonds for the purpose of reimbursing the Developer of the Project (as defined herein) for certain costs of certain Infrastructure Improvements (as defined herein and in the TIF Plan); and

WHEREAS, the Developer proposes to redevelop the Garan Manufacturing facility into an approximately 89,000 square foot retail development on Mississippi Highway 12 in the City (the "Project"); and

WHEREAS, the TIF Bonds, being in a principal amount not to exceed Three Million Dollars (\$3,000,000), which funds will be used to pay the cost of acquiring, installing and constructing various infrastructure improvements eligible under the TIF Act and located within the tax increment financing district created pursuant to the TIF Plan (the "TIF District") or servicing the TIF District, which include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

WHEREAS, the City will pledge one hundred percent (100%) of the incremental increase in ad valorem real and personal property tax revenues (the "City Ad Valorem TIF Revenues"), calculated in the manner set

forth in the TIF Act, and seventy-five percent (75%) of the incremental increase in the amount of the municipal sales tax diversions received by the City from sales taxes collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act (the “Sales Tax Rebate TIF Revenues”), and the County will pledge one hundred percent (100%) of the incremental increase in ad valorem real and personal property tax revenues (the “County Ad Valorem TIF Revenues”), calculated in the manner set forth in the TIF Act; and

WHEREAS, the City Ad Valorem TIF Revenues, the Sales Tax Rebate TIF Revenues, and the County Ad Valorem TIF Revenues are collectively referred to as the “TIF Revenues”; and

WHEREAS, the TIF Bonds will be secured solely by a pledge of one hundred percent (100%) of the City Ad Valorem TIF Revenues, one hundred percent (100%) of the County Ad Valorem TIF Revenues, and seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues; and

WHEREAS, the amount of the TIF Bonds that may be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, seventy-five percent (75%) of the County Ad Valorem TIF Revenues, and fifty percent (50%) of the Sales Tax Rebate TIF Revenues; and

WHEREAS, part or all of the Project and part or all of the Infrastructure Improvements will be constructed by the Developer prior to the issuance of the TIF Bonds; and

WHEREAS, after the sizing of the issue of TIF Bonds or series thereof has been determined as described above, and the TIF Bonds have been issued, the proceeds of the TIF Bonds shall be first used to pay the costs of the authorization, issuance, sale, validation, and delivery of the TIF Bonds, as determined by the City, the funding of a debt service reserve fund, if any, and such proceeds shall be next used for the reimbursement to the Developer for such portion of the costs of the Infrastructure Improvements that does not exceed the remaining proceeds of the TIF Bonds, and does not exceed the costs advanced by the Developer for Infrastructure Improvements (“Reimbursement Portion”); and

WHEREAS, this Agreement is authorized by the TIF Act; and

WHEREAS, it is necessary for the Developer to go forward with the construction of the Project described in the TIF Plan; as allowed by the TIF Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for all or a portion of certain eligible costs of certain Infrastructure Improvements, in an amount not to exceed the Reimbursement Portion of the TIF Bonds, and subject to the conditions contained herein; and

WHEREAS, the process for reimbursement to the Developer by the City shall be governed by a requisition for payment process as evidenced by the Form of Requisition attached hereto as **Exhibit A**.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE RECEIPT AND LEGAL SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. The Developer shall commence with the construction of the Project and the Infrastructure Improvements, and complete the portions of the Infrastructure Improvements for which the Developer seeks reimbursement for certain eligible expenditures pursuant to this Agreement. The City shall, subject to the provisions of this Agreement and the issuance of the TIF Bonds, reimburse the Developer for all or a portion of its expenditures pursuant to this Agreement for the Infrastructure Improvements. Developer agrees to upgrade

the storm water detention system for the Project to satisfy the City's request to balance pre-development and post-development discharge from the 10-year 24-hour storm event to the 100-year 24-hour storm event. In the event the cost of the upgrade is less than \$365,000, Developer agrees that the par amount of the TIF Bonds may be reduced on a dollar for dollar basis in correlation with the difference between \$365,000 and the actual cost for the upgrade. Cost estimates for the items related to the storm water detention system will be provided by the Developer's engineer and agreed upon by the City's engineer prior to approval.

SECTION 2. The Project, including the Infrastructure Improvements, will be acquired by the Developer, constructed in phases by the Developer, and will result in expenditures for the Infrastructure Improvements for which the Developer may be reimbursed for an amount not to exceed Three Million Dollars (\$3,000,000) or the Reimbursement Portion. The City may issue its TIF Bonds in one or more series to reimburse the Developer for certain costs of certain Infrastructure Improvements in an amount as may be reasonably determined by the City in accordance with fact, not to exceed Three Million Dollars or the Reimbursement Portion.

SECTION 3. The City will issue the TIF Bonds as soon as the Developer is able to demonstrate to the satisfaction of the City that TIF Revenues will provide moneys sufficient to make the payments of principal and interest for such TIF Bonds. The City's determination that TIF Revenues are sufficient to make the payments of principal and interest on such TIF Bonds will be based on, but not limited to, the following information: (i) a certificate of the Mississippi Department of Revenue, providing information regarding the actual "sales tax diversion" as defined in the TIF Act, (ii) a certificate of the Tax Assessor of Oktibbeha County, Mississippi, regarding the actual "captured assessed value" as defined in the TIF Act, (iii) projections of future City Ad Valorem Tax Revenues by the Tax Assessor of Oktibbeha County, Mississippi (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of Oktibbeha County, Mississippi), or by a financial advisor or a consultant knowledgeable and experienced in making such projections, and (iv) projections of future Sales Tax Rebate TIF Revenues by a financial advisor or a consultant knowledgeable and experienced in making such projections, based, in part, upon information provided by the Mississippi Department of Revenue.

SECTION 4. TIF Bonds to be issued pursuant to this Agreement shall be issued within five (5) years from Garan Manufacturing's vacating the Project site and the Developer's taking possession of the same. The City pledges to use its best efforts to issue the principal amount of TIF Bonds determined to be appropriate and to issue such principal amount of the TIF Bonds as is justified by information, including the certificates of the Mississippi Department of Revenue and the Tax Assessor of Oktibbeha County, Mississippi, presented within the specified time frame and as soon as practicable following Developer's demonstration that the TIF Revenues will provide sufficient moneys to pay the TIF Bonds.

SECTION 5. The acquisition and construction of all or any portion of the Infrastructure Improvements by the Developer will be at Developer's own cost prior to the issuance and delivery of the TIF Bonds, and to the extent allowed by law and this Agreement, the City will reimburse the Developer for its expenditures so incurred in amounts not to exceed the proceeds of the TIF Bonds available for such purpose for Infrastructure Improvements when the TIF Bonds are delivered and the proceeds of the TIF Bonds are received by the City; provided however, that the Infrastructure Improvements shall be constructed in compliance with the parameters approved by the Governing Body of the City and all applicable City standards, codes and ordinances.

SECTION 6. The City and the Developer agree that at such time as the TIF Bonds are sold and delivered, and to the extent required by a purchaser of the TIF Bonds, the City may establish a Debt Service Reserve Fund into which it will deposit any premium or accrued interest together with any moneys that may be necessary or

advisable into the Debt Service Reserve Fund, and the remaining proceeds into a Construction Fund established and controlled by the City. From the Construction Fund, the City shall first set aside or pay an amount sufficient to pay the City's outstanding obligations incurred in connection with the Project, if any, including all approved TIF Plan preparation and consulting fees, engineering fees, legal fees, and other costs of the authorization, issuance, sale, validation, and delivery of the TIF Bonds. The proceeds shall next be used to reimburse the Developer for all approved eligible costs and expenditures made by the Developer in connection with acquisition and construction of the Infrastructure Improvements portion of the Project, by requisition therefor, as described in **Exhibit A**, and the remainder of the proceeds of the TIF Bonds, if any, will remain in the Construction Fund to pay the remaining costs of the Infrastructure Improvements as same may be incurred by the Developer or the City to the extent that the Developer has been fully reimbursed for its expenditures for the Infrastructure Improvements. In the event said Debt Service Reserve Fund is funded in whole or in part from proceeds of the TIF Bond, and to the extent permitted by State and Federal law, the final payment on the TIF Bonds shall come from the TIF Revenues, if sufficient, and funds accrued in the Debt Service Reserve Fund, if any, shall be released to the Developer to the extent the Developer has not been fully reimbursed for allowable expenses of the Infrastructure Improvements.

SECTION 7. In accordance with the TIF Act, the TIF Bonds shall mature at such time or times not to exceed fifteen (15) years from their date of issuance, may be subject to redemption at such times and at such premiums, and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the resolutions authorizing and directing the issuance of the TIF Bonds and in the sole discretion of the City.

SECTION 8. The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse the Developer for) any part of the costs of the Project or the Infrastructure Improvements or cost and expenses incurred in connection with issuing the TIF Bonds, and that the City's obligation to expend funds or reimburse the Developer is limited to the proceeds of the TIF Bonds, and in the event the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with construction of the Project and the Infrastructure Improvements. To the extent that proceeds of the TIF Bonds are not sufficient to reimburse the costs of the Infrastructure Improvements, the Developer shall be responsible for any costs it has incurred for such purpose. The City covenants and agrees to use its best efforts to issue the TIF Bonds in the amounts, for the purposes, and at the times contemplated herein, and covenants and agrees that the TIF Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such TIF Bonds, or by the lack of sufficient TIF Revenues to provide for the payments of principal and interest for the TIF Bonds, in the amount provided for herein, as may reasonably be determined by the City in accordance with fact.

SECTION 9. The Developer acknowledges and agrees that it assumes the risk of proceeding with the construction and acquisition of the Project prior to the issuance and sale of any series of TIF Bonds and further acknowledges that the City's sole source of funds available to reimburse the Developer for the costs of the Infrastructure is the proceeds derived from the sale of the TIF Bonds.

SECTION 10. The Developer shall submit plans and specifications to the City for installation or construction of those properties and facilities that are a part of the Infrastructure Improvements for which the City is to assume ownership, operation, use, maintenance, repair, replacement, improvement, or control. Such plans and specifications shall be subject to the timely approval of the City or its authorized officers or agents. The Developer will construct and install, or cause to be constructed and installed, at its expense, said facilities in substantial accordance with said plans and specifications so approved by the City.

SECTION 11. The City hereby agrees that it will make all reasonable efforts to issue and deliver the TIF Bonds, from time to time, in a timely manner and represents to the Developer that, subject to construction, completion, and operation of the Project by the Developer, it knows of no reason why the TIF Bonds will not be issued and delivered. Further, the City hereby agrees that any consent or approval required herein to be made by, or on behalf of the City, shall be done in good faith and shall not be unreasonably withheld or delayed.

SECTION 12. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

SECTION 13. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

CITY: City of Starkville, Mississippi
Attention: City Clerk
110 West Main Street
Starkville, MS 39759

WITH A COPY TO: Jones Walker LLP
Attention: Brad Davis
190 East Capitol Street, Suite 800
Jackson, MS 39201

DEVELOPER: Castle Starkville, LLC
Attention: Mark Castleberry
412 Main Street
Columbus, MS 39701

WITH A COPY TO: Gouras & Associates
P. O. Box 1465
Ridgeland, MS 39158

SECTION 14. Prior to any reimbursement, the Developer will present a description of any portion of the Infrastructure Improvements to be dedicated to the City, if any. If no property is to be dedicated to the City, the Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with City standards, codes, and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the City. The non-dedicated Infrastructure Improvements shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party.

SECTION 15. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other party in interest.

SECTION 16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

CASTLE PROPERTIES, LLC

A Mississippi limited liability company

By: _____
Mark Castleberry, Member

EXHIBIT A: FORM OF REQUISITION

City of Starkville, Mississippi | Tax Increment Financing Revenue Bonds
(Garan Manufacturing Redevelopment Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Castle Properties, LLC, (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see the Development and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	\$ _____
(b)	Other Authorized Costs	\$ _____

Total Costs to be Paid or Reimbursed: \$ _____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein and to evidence that such costs have been paid.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Project and such amounts have been paid.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests, or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the _____ day of _____, 20____.

CASTLE PROPERTIES, LLC

A Mississippi limited liability company

By: _____

Mark Castleberry, Member

APPROVED:

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Title: _____

34. CONSIDERATION OF APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI, A MISSISSIPPI MUNICIPAL CORPORATION, AND IMS DEVELOPMENT, LLC, AN ALABAMA LIMITED LIABILITY COMPANY TO THE DEVELOPMENT OF “THE VISTA – STARKVILLE” PROJECT.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve a development agreement by and between the City of Starkville, Mississippi, a Mississippi Municipal Corporation, and IMS Development, LLC, an Alabama limited liability company to the development of “The Vista – Starkville” project.

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 Hamp Beatty	Voted: Yea
Alderman Roy A’. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Absent

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

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered as of 3rd day of September, 2019 between the **CITY OF STARKVILLE, MISSISSIPPI**, a Mississippi municipal corporation (the "**City**"), and **IMS DEVELOPMENT, LLC**, an Alabama limited liability company (the "**Developer**").

RECITALS

Developer is the owner and developer of a student housing development known as "The Vista - Starkville" (the "**Project**") located within the City's corporate limits, which Project consists of improvements commonly referred to as "Building 1000, Building 2000, Building 3000 & Building 4000" (collectively, the "**Buildings**").

Developer has requested that the City issue temporary certificates of occupancy (a "**TCO**" and, collectively, the "**TCO's**") for Buildings 1000 & 2000 so that the Buildings may be placed in service prior to the completion of all buildings.

The City has agreed to issue TCO's with respect to Buildings 1000 & 2000 in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Developer hereby covenant and agree as follows:

ARTICLE

1

AGREEMENTS

(a) **Buildings 1000 and 2000 TCOs.** Developer has agreed to perform the work on Building 1000 (the "**Building 1000 Work**") and the work on Building 2000 (the "**Building 2000 Work**"), both as depicted in the Building 1000 & 2000 Construction Exhibit, dated August 5, 2019, and attached hereto as Attachment 1 (the "**Construction Exhibit**"), and pursuant to the following requirements (collectively, the "**TCO Requirements**"):

1. Separation of construction areas and occupied areas will be accomplished with construction fencing, signage, and other barriers. Overhead protection of pedestrians and vehicles adjacent to construction areas will be provided. Worker parking, equipment parking, and material storage will occur within designated construction areas such as the parking lot beside and under building 3000 and in the lower levels of the parking deck at building 4000. The North entrance to the parking deck will be used for construction activities and access to the lower levels will be blocked off to the public and residents.

2. Building 1000 and Building 2000, adjacent road and parking areas up through the binder layer of asphalt, curb and gutter, and sidewalk completed as shown on the attached exhibit. Temporary signage and striping for roadways, parking, crosswalks, etc. provided as necessary. All sidewalks to conform with ADA Standards and all traffic striping and

signage to be in accordance with the Manual for uniform Traffic Control Devices, latest edition.

3. The overall site mass grading, including the necessary site retaining walls, shall be finished. All disturbed areas that are not a part of an active construction zone will be permanently stabilized and erosion control devices remain in place until stabilization occurs.

4. Sanitary sewer, water, storm drainage, and electrical utilities shown installed and tested. Sanitary sewer, water, and storm drainage utilities are to remain private until they are retested and accepted by the City of Starkville as part of the normal Final Plat Process. The Developer understands that the electrical power service becomes public once energized and the Developer/Owner agrees to grant an easement to Starkville Utilities along their lines, transformers, and junction boxes for access and maintenance.

5. Continuous emergency vehicle all weather access will be provided through the site. If road closures are required within the site, they will be coordinated with the City of Starkville and Emergency Services and keys/codes for locks will be provided. It is understood that a stop work order will be issued if access is interrupted without the proper closure approval from the City of Starkville.

6. Uninterrupted accessible pedestrian routes along the complete sidewalks shown between University Drive, Building 1000, Building 2000, the parking deck, and along Camp Avenue will be provided. If short term sidewalk closures are required, they will be coordinated with the City of Starkville and appropriate barricades and signage will be utilized. The minimum width of sidewalks, both temporary and permanent, is to be 5 feet. It is understood that a stop work order will be issued if access is interrupted without the proper closure approval from the City of Starkville.

7. Intermediate Erosion Control plan shall be executed as approved by the City, including temporary grassing and stabilization of areas still under construction.

8. Traffic control plan utilizing construction fencing, pedestrian canopy, signage and other barriers per each phase (and issuance of the TCO) of the construction shall be submitted for the City's review and approval.

9. Stormwater management system is complete, fully functioning, engineer certified, and approved per the City requirements.

Provided the Developer completes the applicable Building 1000 or Building 2000 work as described above, the City will issue a TCO with respect to: (i) Building 1000, by not later than August 14, 2019, and (ii) Building 2000, by not later than September 5, 2019, in both cases allowing full occupancy and utilization of Building 1000 and Building 2000. Subject to delays caused by events outside of the reasonable control ("**force majeure**") of Developer, all Building 1000 improvements shall be completed by not later than August 14, 2019, and all Building 2000

improvements shall be completed by not later than September 5, 2019.

(b) **Buildings 3000, 4000 and Remainder of Project.** Subject to force majeure, Developer further agrees to complete Buildings 3000 and 4000, and the remainder of the Project, as identified and depicted in the Construction Exhibit and the approved Site Plan dated March 5, 2018 and pursuant to the above listed TCO Requirements, and the City will issue a final CO for the Project, by not later than December 31, 2019, allowing full occupancy and utilization of all Buildings and the Project as a whole. Subject to force majeure, all Buildings shall be completed by not later than December 31, 2019. Final plat and all requirements of that subdivision process shall be met prior to the issuance of a CO or TCO on Buildings 3000 or 4000. These requirements include but are not limited to: developer provided and engineer certified as-builts of all infrastructure, testing and inspection and acceptance of all infrastructure. All incomplete, sub-standard or inadequate items identified in the inspection shall be completed to the City's satisfaction prior to the execution of the final plat.

(c) **Applicable Codes.** All work on Buildings shall be constructed in accordance with applicable codes of the City.

(d) **Issuance of TCO's and CO's.** The City shall use good faith efforts to timely issue all TCO's and CO's in accordance with the terms and conditions of this Agreement.

(e) Developer agrees to hold the City harmless and indemnify the City against all costs, claims and damages against the City, including reasonable attorneys' fees arising out of injury to person or property as a result of the City's issuance of the TCO's.

ARTICLE

2

TERM

The obligations of the City and the Developer hereunder shall arise on its execution as required by law and the acquisition by the Developer of the Project property, and shall continue until the obligations are performed.

ARTICLE

3

EVENTS OF DEFAULT

(a) Any one or more of the following shall constitute an event of default by the City or the Developer hereunder (an "**Event of Default**") under this Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the performance, or breach, of any covenant or warranty of the City in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City by the Developer a written notice specifying such default or breach and

requiring it to be remedied and stating that such notice is a “notice of default” hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(2) default in the performance, or breach, of any covenant or warranty of the Developer in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Developer by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “notice of default” hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Developer shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

(b) Upon the occurrence of an Event of Default, each party hereto may, proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity.

(c) All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE

4

GENERAL PROVISIONS

(a) The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

(b) This Agreement shall completely and fully supersede all other prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

(c) This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

(d) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein.

(e) This Agreement shall be governed exclusively by the laws of the State of Mississippi.

(f) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

Developer:
IMS Development, LLC
5690 Watermelon Rd., Suite 400
Northport, AL 35473

City:
The Mayor's Office
City of Starkville
110 West Main Street
Starkville, MS 39759

(g) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Any such notice or other document delivered by mail must be sent with return receipt required.

(h) The City shall have no authority or power to, and shall not, delegate to any person the duty or obligation to observe or perform any agreement or obligation of the City hereunder.

(i) The City shall not have any authority or power to, and shall not, assign to any person any right of the City hereunder or any interest of the City herein.

(j) The Developer may assign its rights under this Agreement as collateral for outstanding obligations and loans on the Project.

(k) This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

(l) The parties represent and warrant to each other that they have the power and authority to enter into this Agreement, to carry out their obligations hereunder, that they have duly authorized the execution, delivery and performance of this Agreement, and that this Agreement is enforceable against the parties in accordance with its terms.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Developer has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.



ATTEST:

Lisa Hardin
City Manager/Clerk

CITY:

CITY OF STARKVILLE, MISSISSIPPI

By: [Signature]

Mayor

DEVELOPER:

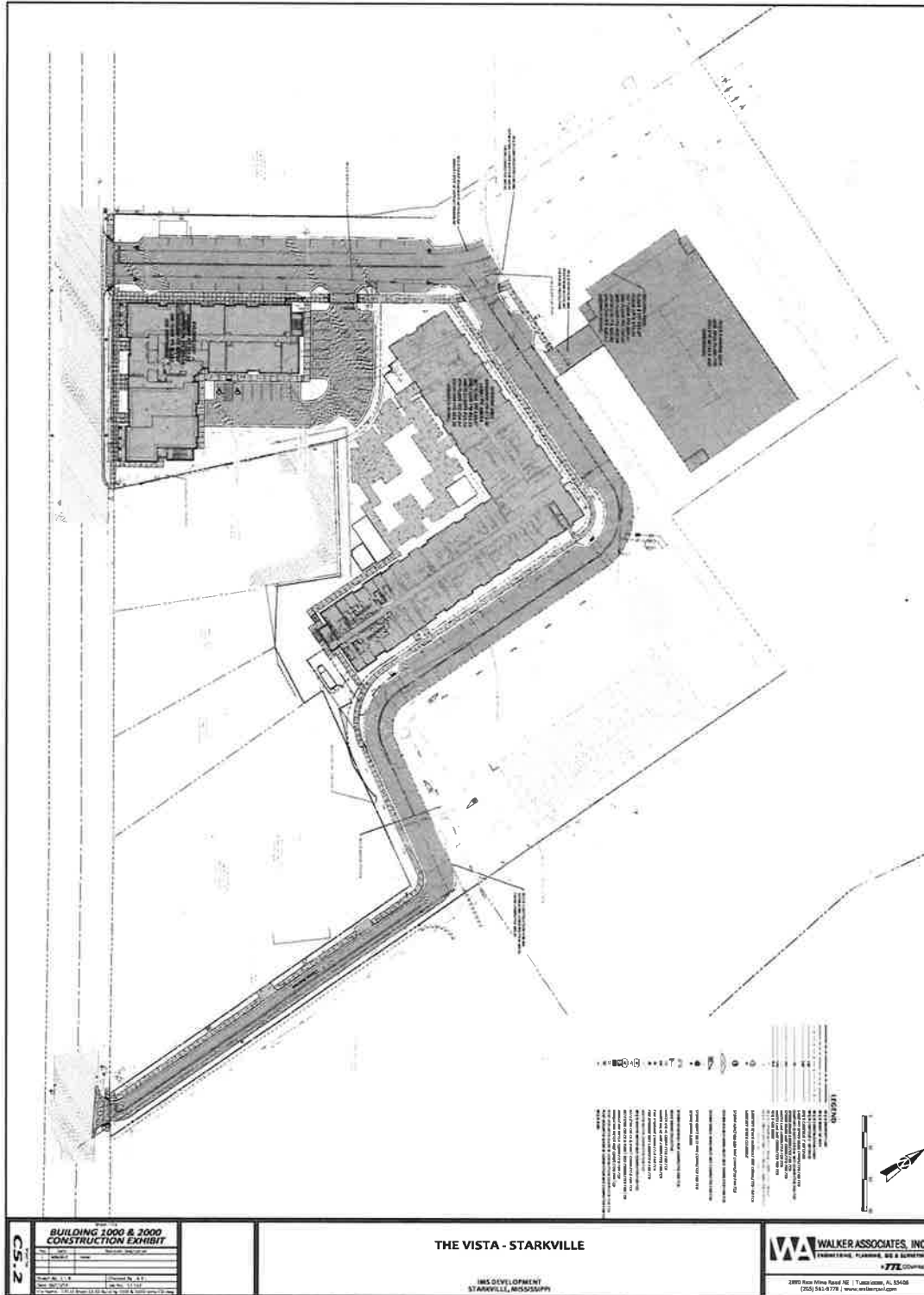
IMS DEVELOPMENT, LLC

By: [Signature]

Its: Manager

ATTACHMENT 1

attach Construction Exhibit, dated August 5, 2019



35. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of August 27, 2019 for fiscal year ending 9/30/19, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. 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: Absent

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

General Fund	001	\$ 208,800.83
Restricted Police Fund	002	464.25
Airport Fund	015	4,150.39
Airport – Restricted Fund	016	1,757.50
Sanitation	022	44,446.14
Computer Assessments	107	12,799.94
Public Improv Bonds 2018	319	165,401.24
Park and Rec, Tourism	375	20,844.00
Trust & Agency	610	37,925.15
Economic Dev, Tourism, Conv	630	83,423.26
Payroll	681	26.92
Sub Total Before Utilities		\$ 580,039.62
Utilities Dept.	SED	673,296.75
Total Claims	Total	\$ 1,253,336.37

36. CONSIDERATION OF APPROVAL OF FY 2019-20 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN THE PROPOSED INCREASE COST DATA SHEET THAT RESULTED FROM THE PAY STUDY CONDUCTED BY THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to take the item under advisement and for the Mayor to call for a budget work session Thursday, September 5, at 4 p.m. 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 Hamp Beatty	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.

37. CONSIDERATION OF APPROVING A CITY OF STARKVILLE MUNICIPAL SECURITY (COSMS) CAMERA POLICY.

Information technology Director Joel Clements presented. Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve the City of Starkville Municipal Security (CoSMS) Camera Policy.

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 Hamp Beatty	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.

City of Starkville Municipal Security (CoSMS) Camera Policy

I. Purpose and Scope

This policy provides guidance for the placement and monitoring of city public safety video imaging, as well as the storage and release of the captured images. This policy only applies to overt, marked public safety camera systems operated by the City of Starkville. It does not apply to mobile audio/video systems, covert audio/video systems or any other image-capturing devices used by the City of Starkville.

II. Policy

The City of Starkville operates a public safety video imaging system to complement its anti-crime strategy, to effectively allocate and deploy personnel, and to enhance public safety and security in public areas. Cameras may be placed in strategic locations throughout the City to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters and to assist City officials in providing services to the community. Video recording in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

III. Operational Guidelines

Only city-approved video imaging equipment shall be utilized. Members authorized to monitor video imaging equipment should only monitor public areas and public activities where no reasonable expectation of privacy exists.

1. Placement and Monitoring

Camera placement will be guided by the underlying purpose or strategy associated with the CoSMS system. The Information Technology (IT) Director and Chief of Police, or their authorized designees, shall approve all proposed locations for the use of video imaging technology and should consult with and be guided by legal counsel as necessary in making such determinations. Environmental factors, including lighting, location of buildings, presence of vegetation or other obstructions, should also be evaluated when determining placement.

The cameras shall only record video images and not sound. Recorded images may be used for a variety of purposes. The public video imaging system may be useful for the following purposes:

- a. To prevent, deter, and identify criminal activity.
- b. To respond to critical incidents.
- c. To assist in identifying, apprehending, and prosecuting offenders.
- d. To document officer and offender conduct during interactions to safeguard the rights of the public and officers.
- e. To augment resources in a cost-effective manner.
- f. To monitor pedestrian and vehicle traffic activity.

Images from each camera should be recorded in a manner consistent with the underlying purpose of the particular camera. Images should be transmitted to a monitor installed in the Starkville Police Department Dispatch or by personnel on department approved devices. When activity warranting further investigation is reported or detected at any camera location, the available information should be provided to responding officers in a timely manner. The IT Director and Chief of Police, or their authorized designees, are authorized to adjust the cameras to more effectively view a particular area for any legitimate public safety purpose.

Unauthorized recording, viewing, reproduction, dissemination or retention is prohibited.

The cameras only record images and do not record sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high value or high threat areas.

2. Integration with Other Technology

The City of Starkville may elect to integrate the CoSMS system with other technology to enhance available information. Systems such as gunshot detection, incident mapping, crime analysis, license plate recognition, and other video-based analytical systems may be considered based upon availability and the nature of department strategy. The use of facial recognition technology (*automated or semi-automated process that assists in identifying or verifying an individual based on an individual's face*) to examine captured imaging shall be prohibited without exigent circumstances or issuance of a search warrant.

IV. Video Supervision

The IT Director and Chief of Police, or their authorized designees, should monitor video access and usage to ensure members are within city policy and applicable laws.

1. Prohibited Activity

Public safety video systems will not intentionally be used to invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

Public safety video equipment shall not be used in an unequal or discriminatory manner and shall not target protected individual characteristics including, but not limited to race, ethnicity, national origin, religion, disability, gender or sexual orientation.

Video imaging equipment shall not be used to harass, intimidate or discriminate against any individual or group.

V. Storage and Retention of Media

All downloaded media shall be stored in a secure area with access restricted to authorized persons. A recording needed as evidence shall be copied to a suitable medium and booked into evidence in accordance with established evidence procedures.

The type of video imaging technology employed and the manner in which recordings are used and stored will affect retention periods. Retention will remain compliant with the current Mississippi Department of Archives and History Records Retention Schedule for Municipalities.

Any recordings needed as evidence in a criminal or civil proceeding shall be copied to a suitable medium and booked into evidence in accordance with current evidence procedures.

1. Evidentiary Integrity

All downloaded and retained media shall be treated in the same manner as other evidence. Media shall be accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence. Management of video evidence shall comply with Starkville Police Department General Order 419 "Evidence".

VI. Release of Video Images

All recorded video images gathered by the public safety video imaging equipment are for the official use of the City of Starkville.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for department public records.

Recorded video images that are the subject of a court order or subpoena shall be processed in accordance with the established department subpoena process.

VII. Video System Audit

The IT Director and Chief of Police, or their authorized designees, will conduct an annual review of the public safety video system. The review should include an analysis of the cost, benefit and effectiveness of the system, including any public safety issues that were effectively addressed or any significant prosecutions that resulted, and any systemic operational or administrative issues that were identified, including those related to training, discipline or policy.

38. CONSIDERATION OF APPROVING A CITY OF STARKVILLE SOCIAL MEDIA USAGE POLICY AND UPDATING THE CITY'S EMPLOYEE HANDBOOK TO REFLECT THE CHANGES.

Information technology Director Joel Clements presented. Alderman Little, duly seconded by Alderman Beatty, offered a motion to approve a City of Starkville Social Media Usage Policy and updating the City's Employee Handbook to reflect the changes. 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 Hamp Beatty	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.

Introduction

Social media is becoming an increasingly popular platform that is utilized by a significant portion of the population. Individuals have essentially unlimited access to these platforms through smart phones and other connected devices. The ability of staff members to instantly post highly visible comments on these platforms has the potential to create negative implications for the government entities.

Municipalities must consider that the demarcation of private and public expression by their employees is blurred through social media. Historically, public employee comments regarding government outside the workplace would be interpreted as their own. Now, government employee comments on Twitter, Facebook, and other forms of social media could be interpreted as official government speech.

Purpose

The purpose of this policy is to address non-official city government personnel use of personal social media during and after working hours. The city respects the legal rights of its employees to use their own devices and time to express their opinions through social media, but also must clarify that responsibilities of municipal employees do not always end with their work day. The city is committed to the appropriate use of social networks for business purposes. Likewise, the city recognizes that its employees participate in social networks for personal reasons.

The city therefore establishes the following policies and guidelines for the use of social networks, whether the social networks are accessed within or outside of the workplace. The city has an overriding interest and expectation in deciding what is “spoken” on behalf of the City on City social media sites.

Definitions

For purposes of this policy, “social media” is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, blogs, YouTube, Twitter, LinkedIn, and Flickr.

For purposes of this policy, “comments” include information, articles, pictures, videos or any other form of communicative content posted on a City of Starkville social media site.

Use of City and Other Social Network Sites for City Purposes

The city authorized, sponsored, or affiliated blogs or other social network sites are used to: convey information about city services; advise citizens about updates; obtain customer feedback, reach out to potential new markets; raise awareness; issue or respond to breaking news, or respond to negative publicity; and discuss city and department specific activities and events.

Personal Use of Social Media

The following policies and guidelines apply to employee use of social network sites for personal reasons (i.e., not on the City’s behalf):

1. In general, what a city employee does on his/her own time is his/her own business, but the responsibilities of a city employee do not always end when the employee is off the clock. Employees may choose to personally participate in social networking sites. These accounts must remain personal in nature and be used to share personal opinions or non-work related information. This helps ensure a distinction between sharing personal and organizational views.
2. In addition, employees should never use their government e-mail account or password in conjunction with a personal social networking site. If employees identify themselves as a city employee on social media platforms, then they should indicate that views expressed on that platform are not official views of the City.
3. Employees who use social network sites (whether city or non-city) for personal, rather than business, reasons are prohibited from representing or suggesting that their posts are approved, sponsored or authorized by the city, or that they are speaking on the city’s behalf or on behalf of any city client or business affiliate.
4. Employees are permitted to use city-owned computers and electronic devices (including tablets and smartphones), city-licensed software, and other electronic equipment and facilities for business purposes only. Use for personal social networking during work time is not permissible. Personal use will consume a significant amount of time and resources that would otherwise be used for business purposes, and would interfere with employee productivity that will preempt any business activity.

Personal Responsibilities & Ethics when using Social Media

1. Employees are personally responsible for the content they publish on blogs, social media networks or any other form of user generated content.
2. Employees identifying themselves (directly or indirectly) on social network sites as employed by or affiliated with the city or an city client or business affiliate are prohibited from engaging in conduct on social network sites that is inconsistent

with the city's values in such a way that it could damage the reputation of the city or an city clients or business affiliate and/or contribute to an unsafe environment for city employees, business affiliates, or the public.

3. Employees therefore cannot use social media to harass, threaten, discriminate or disparage against employees or anyone associated with or doing business with the City. Employees must use social network sites in a manner that complies with all applicable city policies, including but not limited to Policy against Sexual Harassment and Other Workplace Harassment and Policy Regarding Violence in the Workplace, regardless of whether the site usage occurs inside or outside the workplace.
4. Employees utilizing social media for personal use shall not use the City official city marks nor should they use the city government's name to promote or endorse any product, cause, or political candidate.
5. If an employee is contacted by the media or the press to provide a comment on the city's behalf, the request must be channeled through the Communications Officer or the City Clerk.

Monitoring

1. The city reserves the right to monitor comments and/or discussions about the city and its business, and services, as well as related topics that are posted anywhere on all types of openly accessible Internet sites regardless of who posted the comments or participated in the discussions and those individuals' or entities' relationship to or with the city. City employees should have no expectation of privacy with regard to any such comments or discussions on these public locations.
2. The city also cautions that employees should have no expectation of privacy while using city equipment (including city-owned computers and electronic devices like ipads and smartphones) networks and facilities for any purpose, including social networking and incidental personal use as provided in Section #4 above. The city reserves the right to monitor, access and disclose information posted or exchanged on social media sites by employees using city hardware or software. The city also reserves the right to use content management tools to monitor, review, and block content on city social network sites that violates the city's Social Networking Policy and other policies or guidelines.

Reporting Violations

Employees should report violations of the city's Social Networking Policy to their supervisor, the next level of management, or to Human Resources.

Compliance

Employees who do not comply with these policies are subject to disciplinary action consistent with the personnel manual. Retaliation against any employee (or other person) for reporting a violation of this Policy or for assisting in an investigation related to this Policy is prohibited. Anyone engaging in retaliation will be subject to disciplinary action, up to and including termination.

39. 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 Walker, 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 Hamp Beatty	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.

40. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Walker offered a motion to enter Executive Session for the purpose of pending litigation relating to a stop work order and two EEOC claims. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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 Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of pending litigation relating to a stop work order and two EEOC claims. At this time, the Board entered Executive Session.

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

Alderman Little offered a motion to return to open session. Alderman Beatty seconded the motion and the Board voted as follows to return to open session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	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 Mayor invited the public back in and then announced that the Board had taken action in Executive Session and asked the City Attorney to read the motion.

42. MOTION TO LIFT A STOP WORK ORDER.

Alderman Walker offered a motion that the Stop Work Order associated with Country Club Estates Phase 3 be lifted so that the developer can proceed with the remediation efforts to the northernmost cul de sac of Turnberry Lane, which abuts the Greenbriar Subdivision. Alderman Little 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 Hamp Beatty	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.

43. MOTION TO RECESS UNTIL SEPTEMBER 17, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, for the Board of Aldermen to recess the meeting until September 17, 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 Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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
September 5, 2019**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Thursday, September 5, 2019 at 4:00 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 Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty and Henry Vaughn, Sr. Attending the Board was 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 proposed fiscal year 2019 - 2020 budget and tax millage were discussed.

Department Directors were available to answer questions related to the items.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



**THERE WILL BE A BUDGET WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
ON**

THURSDAY, SEPTEMBER 5, 2019

**AT 4:00 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 DEPT.: Community Dev.- Planning
AGENDA DATE: September 17, 2019
PAGE: Page 1 of 9

SUBJECT:

Public Hearing and Consideration of CU 19-07 a request for Conditional Use to allow for a residential use on a C-2 commercially zoned property located approximately 700' west of the intersection of Lynn Lane and South Montgomery St. on the south side of Lynn Lane with the parcel number 102I-00-002.01.

SUMMARY:

The applicant, Slade Kraker, is seeking a Conditional Use to allow for residential dwelling units to be placed on a property zoned commercial. The property is zoned C-2 and in order to construct a "dwelling single family detached", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. The applicant is proposing to construct a cottage court style development on the property. The style of development consists of multiple single-family homes constructed on one parcel. The homes would be platted as a condominium development to allow for each house to be under separate ownership. Common areas would be under the control of the condominium association.

19 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 August 26, 2019 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call and one email exchange regarding this request.

On August 13, 2019 the Planning and Zoning Commission voted 6-0 to recommended approval of this request with the following recommended conditions:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.
2. The development shall be limited to a maximum of 8 single family dwelling units.
3. The Development Review Committee shall examine the site plan to ensure proper use of mitigative techniques are used to eliminate adverse impacts to neighboring property owners as much as practically feasible.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of CU 19-07 a request for Conditional Use to allow for a residential use on a C-2 commercially zoned property with three recommended conditions.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: CU 19-07 Request for Conditional Use to allow for a residential use on a C-2 commercial zoned property located approximately 700' west of the intersection of Lynn Lane and South Montgomery St. on the southside of Lynn Lane with the parcel number 102I-00-002.01
Date: August 13, 2019

The purpose of this report is to provide information regarding Conditional Use Request by Slade Kraker to allow for a residential use on a C-2 commercial zoned property located approximately 700' west of the intersection of Lynn Lane and South Montgomery on the southside of Lynn Lane with the parcel number 102I-00-002.01. Please see attachments 1-5.

BACKGROUND INFORMATION

The applicant is seeking a Conditional Use to allow for residential dwelling units to be placed on a property zoned commercial. The property is zoned C-2 and in order to construct a "dwelling single family detached", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. The applicant is proposing to construct a cottage court style development on the property. The style of development consists of multiple single-family homes constructed on one parcel. The homes would be platted as a condominium development to allow for each house to be under separate ownership. Common areas would be under the control of the condominium association.

Scale and intensity of use.

The applicant has provided a conceptual site plan (attachment 3 and 4) which appears to meet the City's land development requirements and is proportionate to the area. The gross density of the proposed development is +/- 8 units per acre. The subdivision to the east is +/- 7.85 units per acre and the future subdivision to the south is +/- 3.81 units per acre.

On- or off-site improvement needs.

There are no off-site improvements being proposed. A complete site plan review will be conducted by the Development Review Committee to ensure compliance with land development regulations prior to issuing of permits.

On-site amenities proposed to enhance the site.

As part of the development, a central courtyard area will be constructed with the front façade of the buildings facing the courtyard. The courtyard will be open ended adjacent to the street to allow for views into the development.

Site issues.

There are no known site issues regarding the intended use of the site.

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	C-2	Vacant
East	R-3	Single-family residential subdivision
South	R-3a	Future single-family residential subdivision
West	C-2	Future entrance to residential subdivision

ALLOWED USES UNDER THE PERMITTED (PU) AND CONDITIONAL USE(CU) CHART C-2

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

1. Accessory dwelling unit
2. Assisted Living Facility
3. Bed & Breakfast Inn
4. Boarding/Rooming House
5. Dormitory
6. Personal Care/Group Home
7. Child Care
8. Government Facilities
9. Institutional and Health Care Facilities
10. Parks & Recreation, Active
11. Parks & Recreation, Passive
12. Public Spaces
13. Transportation
14. Utilities
15. Business Offices
16. Conference/Convention Center
17. Eating & Drinking Establishments
18. Funeral Home
19. General Retail & Services
20. Personal Services
21. Recreation and Entertainment, Indoor
22. Vehicular Sales & Service
23. Visitor Accommodations & Services
24. Trades & Skilled Services
25. Warehousing & Distribution
26. Wholesale Services

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

1. Dwelling, live/work
2. Dwelling, single family, detached
3. Dwelling, multi-family
4. Dwelling, 3 & 4-family
5. Dwelling, 2-family
6. Fraternity/Sorority House
7. Manufactured Home

8. Community Services
9. Education Facilities
10. Places of Worship
11. Wireless Communication Towers
12. Car Title Loan, Payday Advance or Loan Business
13. Parking Lots & Garages
14. Recreation and Entertainment, Outdoor
15. Manufacturing, light
16. Farm Support

NOTIFICATION

19 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 July 17, 2019 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls regarding this request.

ANALYSIS

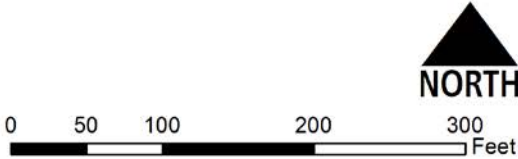
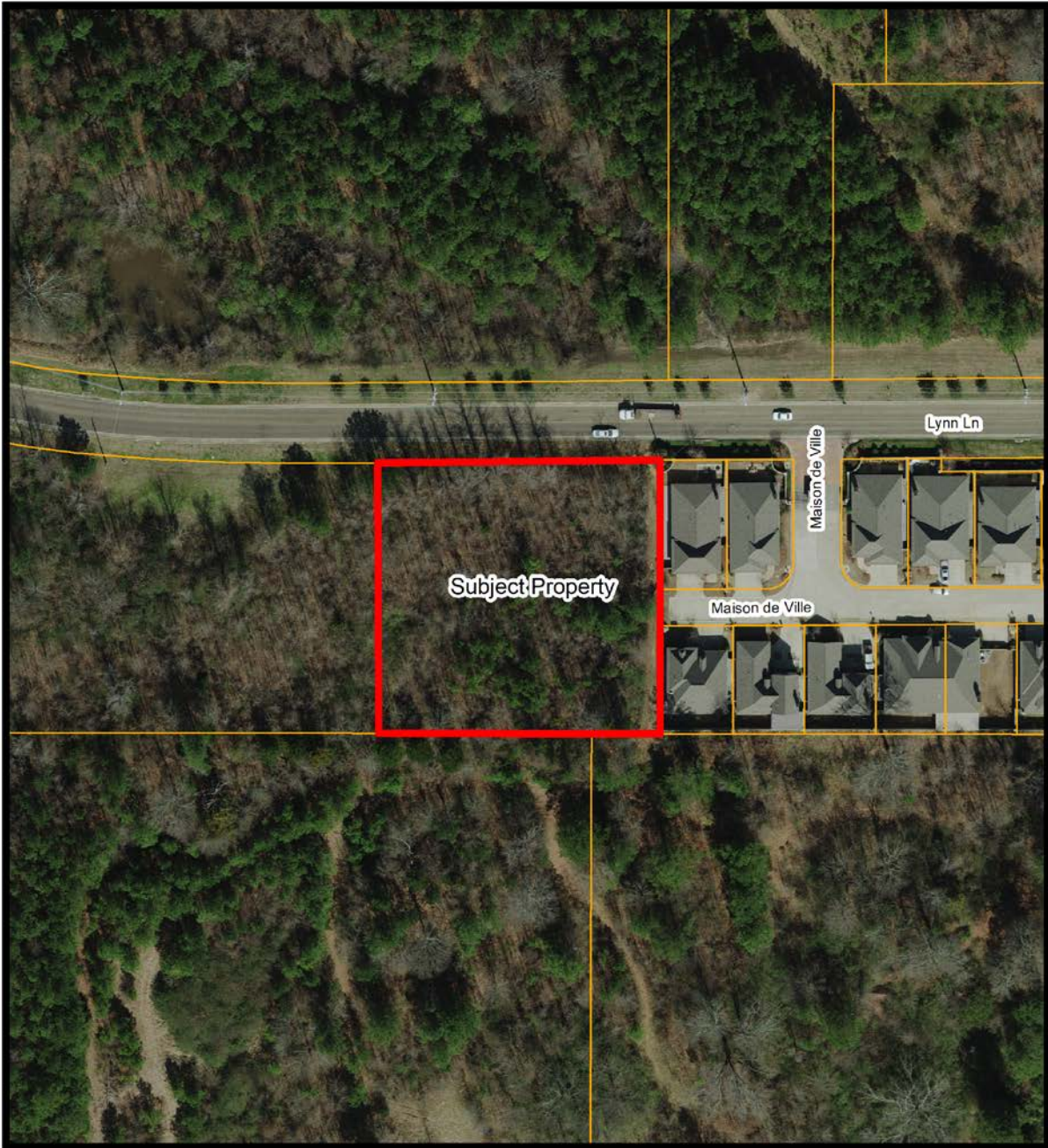
Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

1. **Land use compatibility.** The proposed use as a dwelling single family detached could be considered a compatible use with adjacent properties. The property is currently zoned C-2 The 2016 Comprehensive plan has the areas placetype listed as Traditional Neighborhood-New.
2. **Sufficient site size and adequate site specifications to accommodate the proposed use.** The site is adequately sized to accommodate the proposed use.
3. **Proper use of mitigative techniques.** None proposed.
4. **Hazardous waste.** No hazardous waste or materials would be generated, used or stored at the site
5. **Compliance with applicable laws and ordinances.** The applicant is responsible for obtaining all the property permitting required by City.

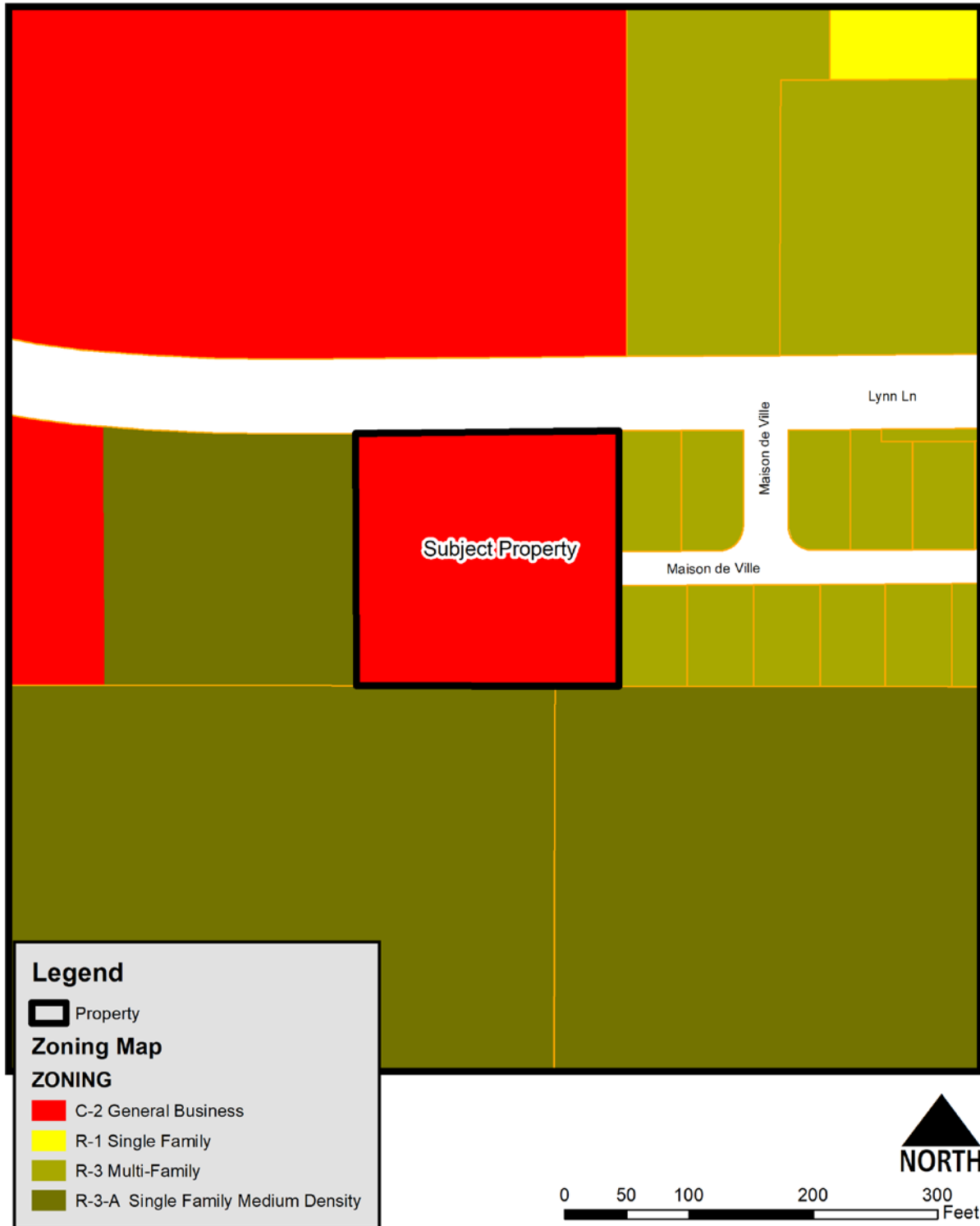
REQUESTED CONDITIONS:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.
2. The development shall be limited to a maximum of 8 single family dwelling units.

Attachment 1
CU 19-07 Aerial

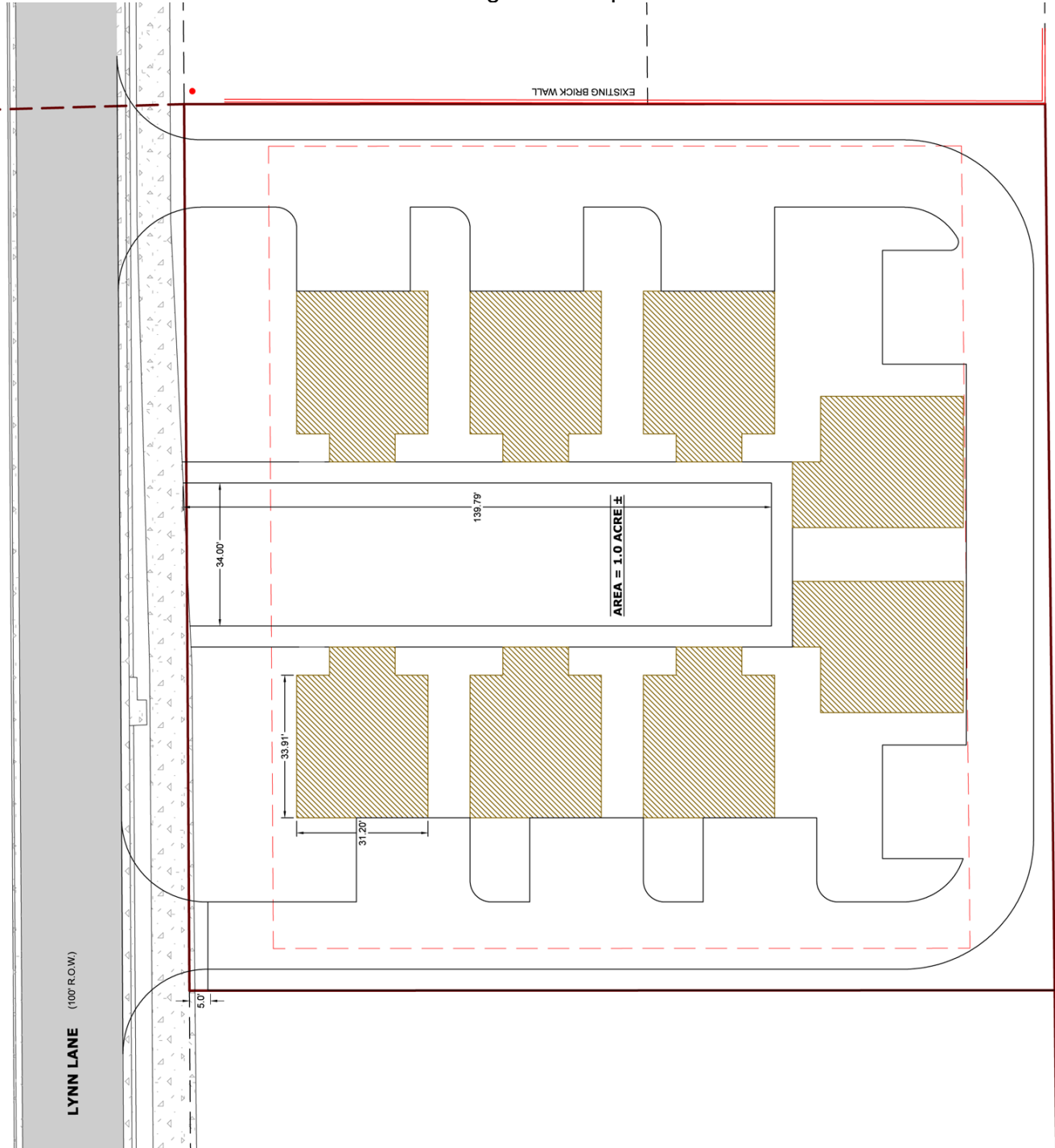


Attachment 2
CU 19-07 Zoning



[illegible]

Attachment 4- Enlarged Conceptual Site Plan



Attachment 5- Precedent Images of Cottage Court Developments





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 17, 2019
PAGE: Page 1of 18

SUBJECT:

Consideration under Miss. Code Ann. § 21-19-11 to determine whether the building 19 of the Brooksville Garden Apartments located at 305 Everglade Avenue with the parcel number 118K-00-015.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

After inspection on November 15, 2018, building officer determined that the building 19 of the Brooksville Garden Apartments was not fit for human habitation.

Code enforcement letter was sent out on November 16, 2018, and there were subsequent discussions with the property manager and corporate manager.

On January 3, 2019, upon the request of the property manager, two (2) month extension was given to the Brooksville Garden Apartments.

On May 13, 2019, no agreement was met at the meeting between the Community Development Department and the representatives of Brooksville Garden. The Brooksville Garden representatives insisted the City to repair the building and provide private security measures.

Therefore, the Board of Aldermen initiated this action by calling for a public hearing under Miss. Code Ann. § 21-19-11 at the regular meeting on August 20, 2019.

Public notices were posted on the subject property (8/22/2019) and the City Hall (8/21/2019). Notification letters were sent to the property tax payer/owner and the property manager (8/22/2019).

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

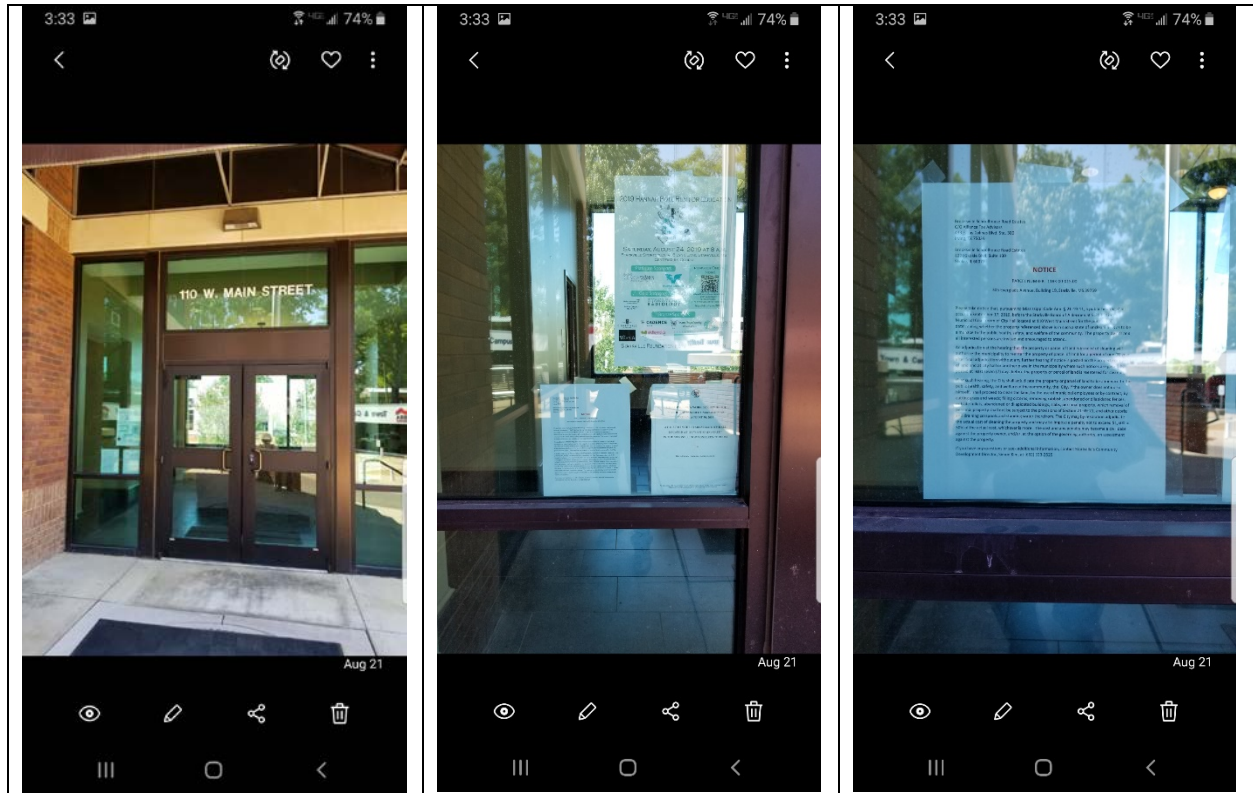
FOR MORE INFORMATION CONTACT:

Simon Kim @ 662-323-2525 ext. 3119

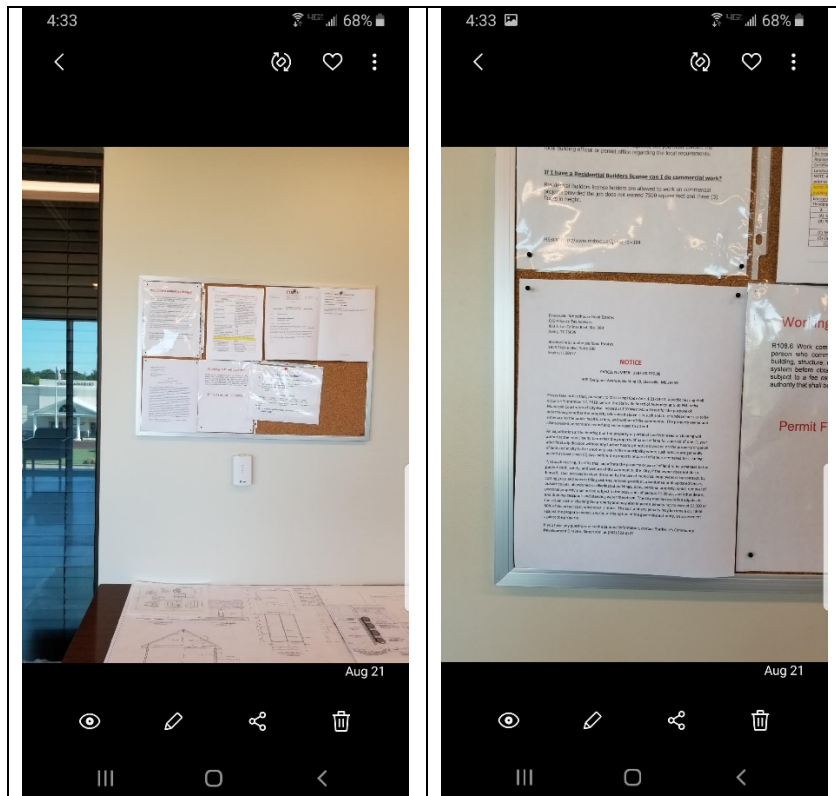
SUGGESTED MOTION:

Move determine the building 19 of the Brooksville Garden Apartments located at 305 Everglade Avenue with the parcel number 118K-00-015.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.

Notification (the City Hall)



Notification (City Hall 2nd Floor)



The image is a 2x2 grid of screenshots from an iPhone camera roll. The top-left screenshot shows a brick building with a black balcony and a chain-link fence in the foreground. The top-right screenshot is a close-up of a white notice pinned to the chain-link fence. The bottom-left screenshot is another close-up of the same notice. The bottom-right screenshot shows the brick building and fence from a different angle, with a tree in the foreground.

Certified Letter Notification

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
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OFFICIAL USE

7017 2680 0000 9518 2738

025

IRVING, TX 75039

Postmark Here

08/22/2019

Brooksville Schoolhouse Rd Es
3320 Skokie Blvd Ste 100
Skokie, IL 60077

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as indicated)	\$2.80
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85

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OFFICIAL USE

7017 2680 0000 9518 2721

0259

IRVING, TX 75039

Postmark Here

08/22/2019

Brooksville Schoolhouse Road Estab
433 E. Lombard Blvd Ste 300
Irving, TX 75039

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as indicated)	\$2.80
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85

First-Class Mail® 1 \$0.55
Letter
(Domestic)
(SKOKIE, IL 60077)
(Weight: 0 Lb 0.40 Oz)
(Estimated Delivery Date)
(Monday 08/26/2019)
Certified
(USPS Certified Mail #)
(70172680000095182738)
Return Receipt
(USPS Return Receipt #)
(9590940237718032886203)
Affixed Postage
(Affixed Amount: \$6.85)

First-Class Mail® 1 \$0.55 \$0.55
Letter
(Domestic)
(IRVING, TX 75039)
(Weight: 0 Lb 0.40 Oz)
(Estimated Delivery Date)
(Monday 08/26/2019)
Certified
(USPS Certified Mail #)
(70172680000095182721)
Return Receipt
(USPS Return Receipt #)
(9590940237718032886197)
Affixed Postage
(Affixed Amount: \$6.85)

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

7017 2680 0000 9518 2745

0259

STARKVILLE, MS 39759

Postmark Here

08/22/2019

Property Manager
302 E. Main St
Starkville, MS 39759

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as indicated)	\$2.80
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85

First-Class Mail® 1 \$0.55 \$0.55
Letter
(Domestic)
(STARKVILLE, MS 39759)
(Weight: 0 Lb 0.40 Oz)
(Estimated Delivery Date)
(Saturday 08/24/2019)
Certified
(USPS Certified Mail #)
(70172680000095182745)
Return Receipt
(USPS Return Receipt #)
(9590940237718032886166)
Affixed Postage
(Affixed Amount: \$6.85)
Total: \$0.00

Okibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 9/ 3/2019

Tax Year 2018
Records Last Updated 9/ 2/2019

PROPERTY DETAIL		
OWNER	BROOKVILLE SCHOOLHOUSE ROAD RS 8320 SKOKIB BLVD STB 100	ACRES : **NA**
	SKOKIB IL 60077	LAND VALUE : 102190
		IMPROVEMENTS : 2539960
		TOTAL VALUE: 2642150
		ASSESSED : 396323

PARCEL 118K-00-016.00

ADDRESS 305 EVRRGLADE AVB

TAX INFORMATION			
YEAR 2018	TAX DUE	PAID	BALANCE
COUNTY	22039.52	22039.52	0.00
CITY	10554.08	10554.08	0.00
SCHOOL	25776.85	25776.85	0.00
TOTAL	58370.45	58370.45	0.00

A Print Fee May Apply, Contact County For
Total.LAST PAYMENT 1 / 15 /
DATE 2019

MISCELLANEOUS INFORMATION		
EXEMPT CODE		LEGAL LOT 7 CITY BLK 73
HOMESTEAD CODE	None	MAP 118K DB/PG 640/68 2012/434
TAX DISTRICT	5110	6
PPIN	001369	B 2012 P 4346 06/28/2012
SECTION	33	
TOWNSHIP	19N	
RANGE	14E	

Book 2012

Page 4346

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[Back](#)
[HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)
[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#)

Pictures of the Building 19





HISTORIC STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

Case #: 1124

Case Date: 11/15/18

**Complainant
Name:** Mayor Spruill

**Complainant
Address:**

**Complainant
Phone:**

Description: Dilapidated Structure

Status: Open

**Physical
Address:** 305 Everglades Ave. Apt Blg 19

Reason: Not w/in code

**Code
Reference:** State Code 21-19-11; IBC Section 116

**Date of
Warning
Letter:**

Notes: Went w/ Joyner Williams , Building Offical , and after he conducted an inspection he concluded the building was not fit for human habitation.

**Summons
Number:**

Court Date:

Court Ruling:

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
118K-00-015.00	305 EVERGLADE AVE		Brooksville		R-5 Multi-Family,

Activities

Date	Activity Type	Description	Employee	Status
11/15/2018	Send Letter		Jeff Lyles	Assigned
11/30/2018	Spoke with a Legal Representative	Meet w/ Dana Floyd Regional Property Manager about what is needed to comply with code violation. Meeting will be set up w/ Joyner Williams on the afternoon of Dec 4th to discuss.	Jeff Lyles	Assigned
12/04/2018	Spoke with a Legal Representative	Met w/ Dana & Andrew to provide details which will be expected to bring building up to code . Joyner & Stein provided this information. Info we received is they are wanted to renovate the building .	Jeff Lyles	Assigned
12/04/2018	Spoke with a Legal Representative	Was told to have building boarded up completely and call me to due a inspection onsite. Also, will meet again on January 3rd @ 11:00 a.m. when they will present a plan of action.	Jeff Lyles	Assigned
05/13/2019	Spoke with a Legal Representative	No agreement was met today about future compliance to bring building up to code . Dr. Kim, Joyner , myself and reps for Brookville Gardens were present. We will present this to the Mayor and B.O.A. And ask how to move forward. Asking for the building to meet code .	Jeff Lyles	Assigned

Violations

Date	Violation	Description	Notes	Status
11/15/2018	21-19-11 - Property to be condemned			

Notes

Date	Note	Created By:
2019-02-28	Rescheduled for March 18,2019 @ 10:00 hrs	Jeff Lyles
2019-01-03	Dana provided a quote but she is still waiting on two more quotes. Asked for a two month extension which Mayor Spruill provided w/ the understanding they provide us some correspondence showing they are waiting on the Insurance company to still settle this claim. We also asked for a temporary fence to be installed around the building as soon as possible to secure said building.Next meeting is slated for March 4,2019 @ 10:00 hrs.	Jeff Lyles
2018-11-30	Andrew Swinkoski (Corporate Manager) # 786-445-9007 Aswinkoski@integraafordable.com	Jeff Lyles
2018-11-30	Diundra Taylor (Property Manager) Apm@brookvilleapts.com	Jeff Lyles
2018-11-30	Dana Floyd (Regional Property Manager) # 404-641-1480 dfloyd@interaafordable.com	Jeff Lyles

Uploaded Files

Date	File Name
11/16/2018	4199923-06FAA40C-0B1C-48A9-B643-FA1DDAFA8DE8.jpeg
11/15/2018	4195655-0AEE430D-A50C-431D-BF75-6B7D62972B9F.jpeg
11/15/2018	4195656-497BCB6F-3B98-466D-BE7D-EC5EE6FE6E62.jpeg
11/15/2018	4195657-FCD4FB95-FC43-484E-A3ED-556BBE68510C.jpeg
11/15/2018	4195658-F98668DF-32E4-496F-AC32-2F7B01DE07C0.jpeg
11/15/2018	4195659-3DD29AB6-78DE-4A6E-89C1-50FB58569254.jpeg
11/15/2018	4195660-7927B80E-E722-4DF5-8EAA-0F23AE17BAD3.jpeg

11/15/2018

[4195653-A9DB2814-C947-4E4C-BA30-F5330CCBFC1A.jpeg](#)

11/15/2018

[4195654-625A230B-2D19-427B-830E-98A85EEBEFA1.jpeg](#)













C
A

19

D
B







**STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 09.17.19
PAGE: 1**

SUBJECT: Interviews and discussion to fill a vacancy for the Starkville Housing Authority Board for a five year appointment that will begin September 18, 2019 and end September 18, 2024.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

An advertisement to the public appeared in the Starkville Daily Newspaper on the following dates: August 16, 18, 21, 27 and 29, 2019. Two letters of interest were submitted to be considered for the vacancy and are attached along with a copy of the advertisement.

The applicants are:

Ms. Sophia Nickles and Mrs. Carolyn Ellis Ward

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Move for approval to fill a vacancy for the Starkville Housing Authority Board for a five year appointment that will begin September 18, 2019 and end September 18, 2024.

Date: August 26, 2019
To: City of Starkville – Mayor Lynn Spruill & Board of Aldermen / Alderwoman
From: Carolyn Ellis Ward
Re: Request to Serve on the Board of Housing Authority

To Whom It May Concern:

I am requesting to serve on the Board of Housing Authority. I have always had a vested interest in low income housing for those who qualify and need safe, decent and affordable housing. I have had many friends and relatives who have benefitted from this service being provided in our city.

I have lived in the City of Starkville my entire life. I am employed in Starkville as a Business Support Representative with Tennessee Valley Authority's Customer Service Center. An integral part of TVA's mission is serve to our community through volunteerism.

Currently, I serve on the United Way Board – Appropriations Committee and have previously volunteered for Starkville Habitat for Humanity.

Respectfully submitted,

Carolyn Ellis Ward

August 19, 2019

Dear Board of Alderman Members,

I would like to submit my request to continue my position as a Commissioner for the Starkville Housing Authority. I have served as a Commissioner for two terms and would like to be reinstated for another term once my current term expires on September 5, 2019. Throughout my terms I have witnessed many changes in public housing. I feel that the training that I have received over the years makes me more than qualified to serve the residents of public housing as well as the housing authority staff.

The housing authority has many new projects underway and I would like the opportunity to see some of those projects are completed. My former career as an Educator has allowed me to gain many meaningful relationships with Starkville natives, including a large number of housing authority residents. I have worked closely with residents to inform them on how HUD and public housing operates. I enjoy interacting with the residents of Starkville Housing Authority and desire to continue my works as a Commissioner and Starkville, MS citizen.

Please consider granting me another term as Commissioner for Starkville Housing Authority.

Sophia Nickels,

A handwritten signature in cursive script that reads "Sophia Nickels". The signature is written in dark ink and is positioned above the printed name and title.

Vice-Chairman

Starkville Housing Authority

Board of Commissioners

AFFP

AFFIDAVIT OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF MISSISSIPPI

Anna Warnock being duly sworn:

That she is Classified Clerk of Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha of County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

August 16, 18, 21,

23, 27, 29 2019

Anna Warnock

That said newspaper was regularly issued and circulated on those dates:

Lakea Perry
CLASSIFIED CLERK

Subscribed to and sworn to me this 12th day of September, 2019.



PUBLIC NOTICE
THE CITY OF STARKVILLE,
MISSISSIPPI
SEEKING POTENTIAL
CANDIDATES FOR
APPOINTMENT TO THE
VARIOUS BOARDS
AND COMMISSION

The City of Starkville, Mississippi
is encouraging
Civic-minded individuals to
express their interest in
appointment to various Boards
and
Commission by submitting a letter
of interest.

Letters of interest are accepted
until 12:00 noon
August 30, 2019
Send all submissions to:

Vickie Hampton
City of Starkville -City Hall
110 West Main Street
Starkville, MS 39759

Current opening(s):

Planning and Zoning Commission
For an unexpired term of (Ward 2)
set to expire June 30, 2020

Historic Preservation Commission
For an unexpired term set to ex-
pire July 11, 2021

Housing Authority Board
For a term of five years set to ex-
pire September 8, 2024

In the event no submissions are
received, by the deadline date the
City will continue to seek potential
candidates until all vacancies are
filled.

PUBLISH:
AUGUST 16, 18, 21, 23, 27, 29,
2019

September 11, 2019

Mayor Lynn Spruill
City Hall
110 West Main Street
Starkville, MS 39759

**RE: CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION
CORNERSTONE PARK
STARKVILLE, MISSISSIPPI**

Dear Mayor Spruill:

Dalhoff Thomas design|studio (DT design|studio) appreciates the opportunity to submit this letter agreement to provide the following professional design services for the preparation of construction documents for the Cornerstone Park Athletic Complex. The services for this project have been delineated so that we both understand the scope of services to be provided, along with the cost for those services. We have teamed with Neel-Schaffer, Inc to provide engineering services and Shafer-Zahner-Zahner to provide architectural services.

Fees for Design Services are lump sum based on the scope of work indicated. This proposal includes actual expenses incurred directly in connection with the project: printing, copying, mileage, travel expenses and delivery services.

The following is the design team's understanding of the phase one scope of services.

- General Layout of the park is based upon the master plan prepared by Dalhoff Thomas design|studio. Site Plan modifications are anticipated.
- Phase One improvements are based on the work session on June 20, 2019 and additional work sessions with the city staff and the design team. Field dimensions can be revised until the design team proceeds with the Design Development Phase.
- Phase One Base Bid improvements include:
 - Two Quads with Four (4) 225' fields (synthetic turf infields – grass outfields or the entire fields will be synthetic turf if the budget allows)
 - Two (2) additional 225' fields in a Quad format (synthetic turf infields – grass outfields or the entire fields will be synthetic turf if the budget allows)
 - It's understood that field sizes may change during the schematic design phase
 - Three (3) restroom buildings
 - Entrance Pavilion with restrooms, concessions, meeting space, office space
 - Maintenance Facility

- Park road
 - Parking areas (550 +/- spaces)
 - Plaza space
 - Shade structures
 - Bleacher Seating
 - Spectator areas
 - Playground within the complex
 - Six (6) batting cages outdoor
 - Walking trail
- Phase One Add Alternate improvements include:
 - Two (2) 225' fields (synthetic turf infields and grass outfields or the entire fields will be synthetic turf if the budget allows)

SERVICES INCLUDE:

I. GEOTECHNICAL INVESTIGATION

The geotechnical investigation will consist of a field investigation, laboratory testing, and an engineering report that will present guideline recommendations related to foundation design and construction. Proposed services include:

- Total of 36 borings
- Thirteen 6-foot auger borings will be completed in the pavement areas (entrance road and parking areas)
- Eighteen 10-foot auger borings will be completed in ballfield areas
- Five 15-foot split-spoon (SPT) borings will be completed in structures footprints
- The borings will be advanced by a truck-mounted drill rig utilizing machine auger drilling techniques. All borings will be filled to full depth upon completion in compliance with the Mississippi Department of Environmental Quality regulations
- Dynamic Cone Penetrometer (DCP) soundings at each of the 6-foot borings to determine in-situ subgrade strength properties
- Additional auger borings may be requested by the synthetic turf manufacturer. These borings will be considered additional services and billed at a rate indicated in the Summary of Fees.

II. SITE PLAN APPLICATION

The design team will prepare a site plan package for submittal to the City of Starkville based upon the site plan. The design team will review City of Starkville ordinances and regulations to ensure that the conceptual site plan conform to the requirements of the City.

III. SITE CONSTRUCTION DOCUMENTS (PLANS & SPECIFICATIONS)

A. Preparation of Construction Documents to include:

1. Overall Site Plan

2. Enlarged Site Plans

The following enlarged site plans are anticipated. Additional enlarged site plans may be prepared:

- a. Entry Pavilion Area
- b. Restroom Building Areas
- c. Spectator/Plaza areas
- d. 225' Fields – 3 quads areas
- e. Complex entrances
- f. Playground area within the complex
- g. Spray park area within the complex if needed

3. Overall Grading and Drainage Plans

- a. Existing contours
- b. Proposed contours
- c. Proposed spot elevations
- d. Proposed drainage structure locations

4. Enlarged Grading Plans

- a. Entry Pavilion Area
- b. Restroom building areas
- c. Spectator areas
- d. Field elevations
- e. Ball Fields
- f. Common areas between fields
- g. Entrance Plaza to complex
- h. Playground within the complex

5. Irrigation Plans

- a. Head Location Plan
- b. Piping Plan
- c. Irrigation Details
- d. Head and System Schedule

6. Landscape Plans

- a. Grassing Plan (athletic fields and common areas)
- b. Planting Plan
- c. Plant Schedule
- d. Landscape Details

7. Site Specialty Construction Details

The following Construction Details are included in our scope of services:

- a. Perimeter Fencing
- b. Ball Field Fencing

- c. Backstops
- d. Batter Eye Fencing
- e. Dugouts
- f. Spectator Seating
- g. Amenities in the Plaza Area
- h. Shade Structures

8. Electrical Site Plans

Electrical plans shall include:

- a. Sports Field lighting for 13 fields. (10 fields in the base bid and 3 as add alternates)
- b. Provision of electrical services to concession/restroom facilities
- c. Lighting of related parking
- d. Preparation of drawings, exhibits, calculations and electronic files to be incorporated into construction plans and specifications for bidding the project
- e. Review of City of Starkville ordinances and regulations to ensure that site plans conform to the requirements of the City
- f. Coordination of electrical services with local utility service provider
- g. Sports field lighting will include a point by point layout of lighting levels
- h. Site electrical for miscellaneous components
- i. Electrical details as required

9. Civil Engineering Plans and Specifications

The Design Team will develop construction plans and specifications for site/civil improvements. We will coordinate with local utility service providers (water, sanitary sewer, natural gas, electric power, and telephone) to determine their needs for space and developer-furnished facilities to be able to serve the development. It is anticipated the development of the construction documents will include the following drawings:

- a. Grading and drainage plans
- b. Water main & services plan
- c. Sanitary sewer plan
- d. Stormwater details
- e. Stormwater Water Pollution Prevention Plan (SWPPP)
Stormwater Pollution Prevention Plan and Large Construction Notice of Intent (LCNOI) application will be submitted to the Mississippi Department of Environmental Quality (MDEQ) for approval prior to the start of construction
- f. Water details
- g. Sanitary sewer details
- h. Erosion control plan
- i. Erosion control details

10. Architectural Plans

The Design Team will prepare architectural plans to include:

- a. Entrance Pavilion (1)
It's anticipated that the Entrance Pavilion will include a pavilion, restrooms, concessions, offices and a conference room/s
- b. Restroom Buildings (3)
1 building at each ball field quad
- c. Maintenance Building (1)

- d. Building plans to include:
 - i. Foundation plan
 - ii. Floor plan
 - iii. Elevation and sections
 - iv. Electrical plan
 - v. Plumbing plan
 - vi. Construction detail as required

11. Administrative Documents

- a. Front in contract documents
- b. Technical specifications
- c. Assistance during the bid process

Fee for Items I through III.....\$ 671,200.00
(Geotechnical Investigation, Site Plan Application, Construction Documents)

IV. CONSTRUCTION ADMINISTRATION

- A. Evaluation of shop drawings
- B. Evaluation of submittals
- C. Review of change orders and field orders (if needed)
- D. Review of contractor’s payment requests
- E. Construction inspector on a daily basis
- F. Substantial completion inspection
- G. Final inspection and preparation of final punch list

Fee for Item IV.....\$ 167,800.00
(Construction Administration)

V. Project Management – The Project Management scope will be provided by DD Consulting, LLC

Planning: Develop a project management plan of the work (20% - 30%). Includes coordination with the Project Team. Included in this phase is the project coordination with work outside the General Contractor. Discussed and agreed areas include synthetic turf, lighting, shade structures, playground/splash area and possibly fencing. **This work has an estimated cost savings of over \$1.4 million dollars during the planning and execution phases.** Approximately 120 days.

Execution: Provide status updates (50%) 360 – 480 days. This would include observations, weekly meetings and coordination with General Contractor as well coordinating the work in the areas outside the General Contractors contract during construction.

Monitoring: Project change. Change can involve the schedule (deadlines), costs, quality requirements, etc.) (10%). Responsibilities for coordinating the paper trail for any requested changes as well as working to make sure any changes do not impact timing on the overall project as much as possible.

Closing: Final report (Final details of the product as-built, as-designed, or as-performed) (10%) 30 days

Engineers and Architects would still be responsible for their normal observation responsibilities and would provide written reports to be included in the Project Manager updates. This would include RPR (Resident Project Representative) and Architect observations

Additional scope of work would be to assist the City of Starkville with preparations for operating a sports complex:

- 1. Develop a plan for scheduling, contracts and general operations.
- 2. Develop a budget including personnel, equipment and projected expenses.
- 3. Develop a marketing plan for Cornerstone in conjunction with the City of Starkville.
- 4. Evaluate concession operation in conjunction with the City of Starkville to determine best operations (in-house vs. 3rd party) and assist with bid documents and contracts as necessary.
- 5. Bring in regional tournament promoters to look at plans during the design phase and work with them to develop a 1st season schedule for operations.
- 6. Coordinate with MSU, USM and UM Sports Management programs to develop a job description to assist in finding a qualified facility operator.
- 7. Set meetings with hotel/motel/restaurant associations to discuss tournament impacts, expectations and answer questions.
- 8. Evaluate revenue generating programming opportunities on the “green space” at Cornerstone.
- 9. Evaluate public programming opportunities on the “green space” at Cornerstone.
- 10. Evaluate and assist in develop a marketing “niche” for Cornerstone to attract tournaments.
- 11. Evaluate and develop a sponsorship program and determine sponsorship opportunities for Cornerstone.
- 12. Coordinate with MSU baseball and softball to determine programming opportunities for both local and tourist related activities.
- 13. This is not an inclusive list, we would be willing to assist the City of Starkville in identifying other areas that need to be addressed to open Cornerstone.

During design, we will work remotely coordinating with project team members, coordinating the work outside the General Contractor which includes, synthetic turf, lighting, playground/water feature, shade structures, and possibly fencing as well as meeting with regional tournament promoters. We would provide updates on a bi-weekly basis and recommend monthly meetings in Starkville to make sure all plan items are covered and incorporated. During construction, weekly meetings will be coordinated with general contractor and work that is being coordinated and scheduled outside the general contractor scope.

Should it be determined by the project team that the project timeline needs to run longer that 20 months, we reserve the right to negotiate the extended time as determined by the project team either on a lump sum or hourly basis.

Fee for Item V.....\$ 180,000.00
(Project Management)

VI. Administrative Coordination

Perform any duties needed to enhance Project Management Services.

Fee for Item VI.....\$ Hourly

SUMMARY OF FEES

I.	Geotechnical Investigation, Site Plan Application, Construction Documents.....	\$ 671,200.00
II.	Construction Administration.....	\$ 167,800.00
III.	Project Management.....	\$ 180,000.00

TOTAL FEE FOR SERVICES.....\$ 1,019,000.00

IV.	Administrative Coordination (hourly rate schedules)	\$ Hourly
V.	Additional Auger Borings if required by the Synthetic Turf Manufacturers.....	\$ 600.00 per boring

Breakdown of Fees for Project Phases and Invoicing

A.	Schematic Design Phase (15%)	\$ 152,850.00
B.	Design Development Phase (20%)	\$ 203,800.00
C.	Construction Document Phase (40%)	\$ 407,600.00
D.	Procurement/Biding Phase (5%)	\$ 50,950.00
E.	Construction Administration Phase (20%)	\$ 203,800.00
	Total.....	\$ 1,019,000.00

It is recognized that you may request additional work and if so desired, additional cost can be mutually agreed upon at the time requested.

The hourly rates for this project shall be as follows:

Landscape Architects

Principal Landscape Architect	\$ 180.00
Senior Landscape Architect I	\$ 110.00
Senior Landscape Architect II	\$ 100.00
Landscape Architect II	\$ 80.00
Clerical	\$ 45.00

Engineers

Officer, Senior or Engineer Manager/Professional IV/Survey Manager	\$195.00
Senior Project Manager/Professional III	\$175.00
Project Manager/Professional II	\$140.00
Professional I	\$125.00
Professional Intern	\$105.00
Senior Certified Engineering Technician	\$140.00

Certified Engineering Technician/Supervisory Technician	\$120.00
Technician IV/ Inspector IV/ Surveyor IV	\$105.00*
Technician III/Inspector III//Survey Crew Chief	\$ 95.00*
Technician II/Inspector II/Survey Instrument Person	\$ 80.00*
Technician I/Inspector I/Survey Assistant	\$ 70.00*
Student Intern	\$ 45.00*
Senior Administrative	\$ 80.00
Senior Clerical	\$ 75.00*
Clerical	\$ 65.00*
Assistant Clerical	\$ 50.00*
Three-Member Survey Party	\$196.00*
Two-Member Survey Party	\$165.00*
One-Member Survey Party	\$115.00*
Land Surveyor (Office)	\$ 90.00*
Land Surveyor Intern (Office)	\$ 50.00*
<u>Architect</u>	
Principal Architect	\$ 140.00
Project Architect Manager	\$ 105.00
Interior Designer	\$ 100.00
Senior Draftsman	\$ 90.00
CADD Operator	\$ 70.00
Administration	\$ 55.00
<u>DD Consulting</u>	
David D'Aquila	\$ 130.00

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, the Design Team reserves the right to negotiate overtime rates.

Services not included:

1. Traffic Study
2. Quantity Take Offs for Construction

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing the enclosed copy of the Letter Agreement and the Terms and Conditions in the space provided and returning it to *Dalhoff Thomas design|studio*.

Mayor Spruill
September 11, 2019
Page 9

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,
Dalhoff Thomas design|studio

A handwritten signature in black ink that reads "Dean Thomas". The signature is stylized, with a large, looped "D" and a horizontal line extending from the top of the "T".

Dean Thomas, PLA, CLARB, ASLA
Principal

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

BY: _____
Date _____

TERMS AND CONDITIONS

1. **Authorization to Proceed and Standard of Care.** Execution of this Agreement by Client hereby authorizes Dalhoff Thomas Design ("DT Design"), hereinafter referred to as "Consultant," to proceed with the work, unless otherwise provided for in this Agreement. Consultant shall exercise that degree of care, skill and diligence in rendering all of its services under this Agreement in accordance with that prevailing among the consulting firms when performing services for projects similar to the Project in the jurisdiction where the Project is located (the "Professional Standard").
2. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
 - a. Designate a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - c. Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site layout, grading, and statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
 - d. DT Design will make every possible effort to arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - e. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
 - f. Bear all costs incident to the responsibilities of the Client.
3. **Payment to Consultant.** Consultant will bill monthly for fees and reimbursable expenses. Payment is due within 45 days. It's understood that payment of the Consultants fees are not subject to any contingency or conditions such as, but not limited to construction loans, closings, etc. If the Client objects to an invoice, the Client must advise the Consultant in writing giving the reason within 14 days of receipt.
4. **Reimbursable Expenses.** If reimbursable expenses are in addition to compensation for the Consultant's services, reimbursable expenses incurred by the Consultant and Consultant's Consultants directly related to the Project will include but not limited to: (1) transportation in connection with the Project, authorized out-of-town travel and subsistence, electronic communications, reproductions, plots, postage, handling, delivery of instruments of service to the extent not included in Basic Services, renderings, models and mock-ups requested by the Client; and (2) the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by the Consultant and Consultant's Consultants.
5. **Reuse of Documents.** The design documents developed under this Agreement (Contract Documents) are instruments of Dalhoff Thomas Design's services and Dalhoff Thomas Design retains an Ownership interest in the documents.
6. **Termination.** Either party may terminate this agreement without cause upon 5 days written notice to the other party. Additionally, if the Client does not make timely payments to the Consultant or otherwise perform in accordance with this Agreement, such failure shall be considered cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. In the event of termination of the Agreement, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.
7. **Dispute Resolution.** Venue for enforcement of this Agreement shall be in Oktibbeha County, Mississippi. Parties shall try in good faith to resolve any dispute by means of non-binding mediation, using a mediator acceptable to both of them. Each party shall pay its own attorney fees in connection with such mediation, and the parties shall each pay one-half the mediator's fees. Except as otherwise provided specifically herein, any dispute between the parties as it relates to the terms of this Agreement or the behavior or practice of the parties as their rights or privileges may be effected in the future, shall be submitted to formal mediation, using a mediator either appointed by the American Arbitration Association or any other mediator to which the parties may agree. Mediation must commence not later than two weeks after one party notifies the agreed upon mediator or American Arbitration Association in writing of such parties' request for mediation. Mediation shall be deemed in the nature of settlement negotiations and shall be subject to American Arbitration Association commercial mediation rules. If the dispute is not resolved through the mediation process within the period of time established for that process, the parties may pursue litigation in a court of competent jurisdiction in Oktibbeha County, Mississippi.
8. **No Third-Party Beneficiaries: Assignment and Sub-Contracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant shall not sub-contract any of the required scope of services without the written approval of the Client.
9. **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

10. **Construction Administration.** If Construction Administration is part of the agreement, Consultant shall perform Construction Administration as set forth in the basic scope of services or as set forth in additional service agreements. Construction Administration is defined as the process in which the Consultant (1) becomes generally familiar with and keeps the Client informed about the progress and quality of the portion of construction completed ("work"); (2) endeavors to guard the Client against defects and deficiencies in the work; and (3) determines in general if the work is being performed in a manner indicating that the work, when fully completed, will be in substantial accordance with the Contract Documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Consultant shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. Consultant shall not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents.
11. **Opinions of Construction Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
12. **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Mississippi. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

DALHOFF THOMAS DESIGN|STUDIO:



9/11/2019

By: _____

Date: _____

CLIENT: _____

By: _____

(Signature)

Date: _____

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 17, 2019
Page: 1

SUBJECT:

Consideration of approval of FY 2019-20 salary adjustments for employees identified in the proposed increase cost data sheet that resulted from the pay study conducted by the Stennis Institute of Government and Community Development at Mississippi State University.

AMOUNT & SOURCE OF FUNDING:

Option A. If the rates go into effect on October 11, 2019 the amount would equal \$170,052.79 from the General Fund and \$190,954.85 from the Enterprise Funds for fiscal year 2019-20.

Option B. If the rates go into effect on January 03, 2020 the amount would equal \$127,539.59 from the General Fund and \$143,216.14 from the Enterprise Funds for fiscal year 2019-20.

Option C. If the rates go into effect on April 7, 2020 the amount would equal \$85,026.39 from the General Fund and \$95,477.43 from the Enterprise Funds for fiscal year 2019-20.

My recommendation is for Option B, to go into effect on January 03, 2020. The amount would equal \$127,539.59 from the General Fund and \$143,216.14 from the Enterprise Funds for fiscal year 2019-20.

AUTHORIZATION HISTORY:

On May 07, 2019, The Board of Aldermen approved for the Stennis Institute to conduct a pay study with the objective of developing a pay plan that is equitable to both the employees and to the taxpayers of the City.

REQUESTING DEPARTMENT:

Mayor's Office and Human Resources

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval of FY 2019-20 salary adjustments for employees identified in the proposed increase cost data sheet that resulted from the pay study conducted by the Stennis Institute of Government and Community Development at Mississippi State University with an effective date of _____.



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 9-17-2019
PAGE: 1 of 2

SUBJECT: Approval of Resolution setting the millage rate at _____ mills for Fiscal Year 2020 for the City of Starkville, Mississippi

FISCAL NOTE:

Millage Calculation:

FY2020 Operating Millage	
FY2020 GO Debt - Bonds	10.90
FY2020 GO Debt - Notes	0.65
FY2020 Fire Dept Minimum	0.25
FY2020 Library	<u>0.74</u>

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Board of Aldermen

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT:
Alderwoman Sandra Sistrunk or City Clerk / CFO Lesa Hardin

SUGGESTED MOTION:

**RESOLUTION SETTING THE MILLAGE RATE FOR THE FISCAL YEAR 2020
FOR THE CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, the City of Starkville shall in accordance with the requirements of the State of Mississippi set its millage rate and adopt a budget for each of its operating years at a time and in a manner set forth by law;

WHEREAS, MS Code Ann. Section 21-33-45 states that the governing authority of the municipality shall by resolution set the tax rate for the taxing district; and

WHEREAS, the Board of Aldermen of the City of Starkville have determined and have so publicly noticed that the millage rate for the fiscal year 2020 will be set at the rate of _____ mills. Of that _____ mills, _____ mills will be designated for general revenue purposes and improvements, 10.90 mills for Municipal Bonds and Interest thereon pursuant to MS Code Ann. Section 21-33-45, and 0.75 mills for the Starkville Library pursuant to MS Code Ann. 39-3-7 for a total of _____ mills; and

NOW THEREFORE, BE IT RESOLVED, by Mayor D. Lynn Spruill and the Board of Aldermen of the City of Starkville to:

Hereby levy upon each dollar of assessed valuation, including motor vehicles, appearing on the Assessment Roll of the City of Starkville, Mississippi, except as to such value as may be exempt by law, as follows, pursuant to the authority of Section 21-33-45 of the Mississippi Code of 1972 as amended:

TOTAL LEVY FOR GENERAL REVENUE PURPOSES AND GENERAL IMPROVEMENTS: 28.13 MILLS

There is hereby levied upon each dollar of assessed valuation in the designated Downtown Business District 2 mills for the purpose of providing parking facilities, and making other improvements to develop and promote the growth of said Downtown Business District, pursuant to the authority of Senate Bill number 1601. 969 Extraordinary session of the Mississippi Legislature.

TOTAL LEVY FOR DOWNTOWN BUSINESS DISTRICT: 2.00 MILLS

Signed and Sealed, This, the 17th Day of September 2019.

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

Attest: _____
Lesa Hardin, City Clerk / CFO

CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA
CITY OF STARKVILLE

I, Lesa Hardin, clerk for the City of Starkville, MS hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Mayor and Board of Aldermen of the City of Starkville, MS on the 17th day of September, 2019, in a regular meeting held at 5:30 p.m. in the Municipal Court Room of Starkville City Hall.

City Clerk / CFO



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 9-17-2019
PAGE: 1 of 28

SUBJECT: Approval of summary budget for the City of Starkville including Starkville Utilities for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY: the attached budget includes a revenue line of \$397,500 and an expense line of \$397,500 which would be with a tax millage increase.

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:
Alderwoman Sandra Sistrunk or City Clerk / CFO Lesa Hardin

SUGGESTED MOTION:



Budget Report Group Summary

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Category: 200 - TAXES						
	8,292,100.00	8,292,100.00	0.00	0.00	-8,292,100.00	0.00 %
Category: 200 - TAXES Total:	8,292,100.00	8,292,100.00	0.00	0.00	-8,292,100.00	0.00 %
Category: 220 - LICENSES AND PERMITS						
	238,000.00	238,000.00	0.00	0.00	-238,000.00	0.00 %
Category: 220 - LICENSES AND PERMITS Total:	238,000.00	238,000.00	0.00	0.00	-238,000.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES						
	10,191,647.00	10,191,647.00	0.00	0.00	-10,191,647.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES Total:	10,191,647.00	10,191,647.00	0.00	0.00	-10,191,647.00	0.00 %
Category: 330 - FINES AND FORFEITS						
	560,000.00	560,000.00	0.00	0.00	-560,000.00	0.00 %
Category: 330 - FINES AND FORFEITS Total:	560,000.00	560,000.00	0.00	0.00	-560,000.00	0.00 %
Category: 340 - MISCELLANEOUS						
	597,620.00	597,620.00	0.00	0.00	-597,620.00	0.00 %
Category: 340 - MISCELLANEOUS Total:	597,620.00	597,620.00	0.00	0.00	-597,620.00	0.00 %
Category: 360 - CHARGES FOR SERVICES						
	26,050.00	26,050.00	0.00	0.00	-26,050.00	0.00 %
Category: 360 - CHARGES FOR SERVICES Total:	26,050.00	26,050.00	0.00	0.00	-26,050.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	3,160,000.00	3,160,000.00	0.00	0.00	-3,160,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	3,160,000.00	3,160,000.00	0.00	0.00	-3,160,000.00	0.00 %
Category: 631 - ODDFELLOWS						
	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
Category: 631 - ODDFELLOWS Total:	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
Revenue Total:	23,070,417.00	23,070,417.00	0.00	0.00	-23,070,417.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 400 - PERSONNEL SERVICES						
	118,250.00	118,250.00	0.00	0.00	118,250.00	0.00 %
100 - SALARY-ALDERMEN	140,000.00	140,000.00	0.00	0.00	140,000.00	0.00 %
101 - SALARY-MAYOR	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
103 - STAFF SALARIES	4,659,553.00	4,659,553.00	0.00	0.00	4,659,553.00	0.00 %
104 - SALARY-DEPARTMENT HEAD	579,525.00	579,525.00	0.00	0.00	579,525.00	0.00 %
105 - SALARY-MANAGEMENT	1,204,470.00	1,204,470.00	0.00	0.00	1,204,470.00	0.00 %
107 - HOURLY	982,955.00	982,955.00	0.00	0.00	982,955.00	0.00 %
108 - PART TIME / TEMPORARY	119,700.00	119,700.00	0.00	0.00	119,700.00	0.00 %
110 - MAINTENANCE	83,400.00	83,400.00	0.00	0.00	83,400.00	0.00 %
114 - SALARY - LABOR	443,505.00	443,505.00	0.00	0.00	443,505.00	0.00 %
115 - SALARY-PART TIME	180,000.00	180,000.00	0.00	0.00	180,000.00	0.00 %
118 - SALARY - PROSECUTING ATTORNEY	56,000.00	56,000.00	0.00	0.00	56,000.00	0.00 %
120 - SALARY-MUNICIPAL JUDGE	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00 %
125 - OVERTIME	594,500.00	594,500.00	0.00	0.00	594,500.00	0.00 %
127 - ON-CALL	18,500.00	18,500.00	0.00	0.00	18,500.00	0.00 %
130 - RETIREMENT CONTRIBUTIONS	1,551,200.00	1,551,200.00	0.00	0.00	1,551,200.00	0.00 %
131 - SOCIAL SECURITY CONTRIBUTIONS	700,540.00	700,540.00	0.00	0.00	700,540.00	0.00 %
133 - HOSPITAL INSURANCE	1,117,540.00	1,117,540.00	0.00	0.00	1,117,540.00	0.00 %
135 - WORKER'S COMPENSATION	223,820.00	223,820.00	0.00	0.00	223,820.00	0.00 %
139 - WORKERS COMPENSATION	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
140 - EMPLOYEE EDUCATION EXPENSE	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Category: 400 - PERSONNEL SERVICES Total:	12,918,958.00	12,918,958.00	0.00	0.00	12,918,958.00	0.00 %
Category: 500 - SUPPLIES						
200 - SUPPLIES	94,322.00	94,322.00	0.00	0.00	94,322.00	0.00 %
201 - REFERENCE PUBLICATIONS	1,850.00	1,850.00	0.00	0.00	1,850.00	0.00 %
202 - COMMITTEE SUPPORT	1,250.00	1,250.00	0.00	0.00	1,250.00	0.00 %
204 - GAS & OIL	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
208 - JANITORIAL SUPPLIES	39,000.00	39,000.00	0.00	0.00	39,000.00	0.00 %
220 - SUPPLIES - TOOLS	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
221 - ENVIRONMENTAL CONTROL SUPPLIES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
231 - GAS & OIL	224,850.00	224,850.00	0.00	0.00	224,850.00	0.00 %
233 - UNIFORMS	94,800.00	94,800.00	0.00	0.00	94,800.00	0.00 %
237 - OPERATING SUPPLIES	145,000.00	145,000.00	0.00	0.00	145,000.00	0.00 %
238 - FIRING RANGE SUPPLIES	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
240 - FIRE INVESTIGATION	10,750.00	10,750.00	0.00	0.00	10,750.00	0.00 %
250 - SUPPLIES & SMALL TOOLS	67,500.00	67,500.00	0.00	0.00	67,500.00	0.00 %
251 - POLICE SUPPLIES	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
269 - BUILDING MAINTENANCE	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
270 - CONSTRUCTION MATERIALS	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
271 - DRAINAGE MAINTENANCE	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
272 - STREETS SIGNS & PAINT	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
415 - PROGRAM SUPPLIES	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00 %
Category: 500 - SUPPLIES Total:	1,016,322.00	1,016,322.00	0.00	0.00	1,016,322.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES						
110 - MAINTENANCE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
300 - PROFESSIONAL SERVICES	238,000.00	238,000.00	0.00	0.00	238,000.00	0.00 %
301 - AUDITING	36,000.00	36,000.00	0.00	0.00	36,000.00	0.00 %
302 - CITY ATTORNEY GENERAL	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
303 - DATA PROCESSING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
304 - INFORMANT FEES	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
308 - ENGINEERING SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
309 - LEGAL EXPENSES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
310 - PLANNING COMMISSION	16,500.00	16,500.00	0.00	0.00	16,500.00	0.00 %
311 - PROFESSIONAL SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
312 - CITY ATTORNEY LITIGATION	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
319 - PHYSICAL EXAMINATIONS	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
320 - PROF SERVICE/TESTING	127,000.00	127,000.00	0.00	0.00	127,000.00	0.00 %
323 - DEBRIS REMOVAL/DEMOLITION	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
326 - BOARD OF ADJUSTMENTS	500.00	500.00	0.00	0.00	500.00	0.00 %
330 - COMMUNICATIONS	246,500.00	246,500.00	0.00	0.00	246,500.00	0.00 %
331 - MULTI-JURISDICTIONAL HAZ-MAT	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
338 - CONTRACT SERVICES	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
340 - ADVERTISING	212,000.00	212,000.00	0.00	0.00	212,000.00	0.00 %
342 - LEGAL ADVERTISING & NOTICES	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
343 - PRINTING & BINDING	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
350 - TRAVEL	36,300.00	36,300.00	0.00	0.00	36,300.00	0.00 %
355 - EQUIPMENT REPAIR & MAINTENANCE	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00 %
360 - SHOP REPAIRS & MAINTENANCE	207,500.00	207,500.00	0.00	0.00	207,500.00	0.00 %
367 - MOTORCYCLE RENTAL	7,200.00	7,200.00	0.00	0.00	7,200.00	0.00 %
369 - COPIER RENTAL	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
370 - INSURANCE	233,700.00	233,700.00	0.00	0.00	233,700.00	0.00 %
371 - BONDING-CITY EMPLOYEES	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
380 - UTILITIES	655,000.00	655,000.00	0.00	0.00	655,000.00	0.00 %
390 - FIRE TRAINING	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
400 - EQUIPMENT REPAIR & MAINTENANCE	57,750.00	57,750.00	0.00	0.00	57,750.00	0.00 %
402 - REPAIRS & MAINTENANCE	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
403 - REPAIRS TO BUILDING	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
404 - RADIO MAINTENANCE / EXPENSE	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
425 - REPAIRS MAINT/MLK/182	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
426 - BUILDING MAINTENANCE	70,000.00	70,000.00	0.00	0.00	70,000.00	0.00 %
430 - UNIFORM CLEANING	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
450 - GPS EXPENSES	29,125.00	29,125.00	0.00	0.00	29,125.00	0.00 %
454 - ORD 91-1 CONTRIBUTIONS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
501 - FEES	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00 %
505 - TIME CLOCK SYSTEM	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
510 - FESTIVAL SUPPORT	22,500.00	22,500.00	0.00	0.00	22,500.00	0.00 %
550 - MISCELLANEOUS	17,250.00	17,250.00	0.00	0.00	17,250.00	0.00 %
552 - POLICE SCHOOL EXPENSE	51,000.00	51,000.00	0.00	0.00	51,000.00	0.00 %
553 - TRAINING	12,400.00	12,400.00	0.00	0.00	12,400.00	0.00 %
554 - ORDINANCE CODIFICAION UPDATE	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
555 - DUES	17,600.00	17,600.00	0.00	0.00	17,600.00	0.00 %
556 - OTHER DUES	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
557 - PROFESSIONAL MEMBERSHIPS	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
605 - HISTORIC PRES GRANT	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
607 - HISTORIC PRES COMMISSION	500.00	500.00	0.00	0.00	500.00	0.00 %
637 - BRUSH ARBOR	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	2,901,325.00	2,901,325.00	0.00	0.00	2,901,325.00	0.00 %
Category: 631 - ODDFELLOWS						
402 - REPAIRS & MAINTENANCE	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Category: 631 - ODDFELLOWS Total:	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
455 - MS CODE ANNOTATED 17-3-1	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
506 - STK AREA ARTS COUNCIL	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
507 - STK COMMUNITY THEATER	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
508 - STK-MSU SYMPHONY	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
543 - EQUIPMENT	5,578.00	5,578.00	0.00	0.00	5,578.00	0.00 %
702 - GRANT MATCH	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
708 - MSU SHUTTLE	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
813 - TRAFFIC LIGHT MAINTENANCE	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	86,578.00	86,578.00	0.00	0.00	86,578.00	0.00 %
Category: 800 - DEBT SERVICE						
826 - INTEREST	11,722.00	11,722.00	0.00	0.00	11,722.00	0.00 %
828 - SERVICE ZONE PAYMENT	42,500.00	42,500.00	0.00	0.00	42,500.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
829 - SERVICE ZONE PRINCIPAL	164,013.00	164,013.00	0.00	0.00	164,013.00	0.00 %
830 - CITY HALL PROJECT PRINCIPAL	460,401.00	460,401.00	0.00	0.00	460,401.00	0.00 %
840 - CITY HALL PROJECT INTEREST	461,050.00	461,050.00	0.00	0.00	461,050.00	0.00 %
850 - CONSTRUCTION	105,000.00	105,000.00	0.00	0.00	105,000.00	0.00 %
855 - CAPITAL IMPROVEMENT DRAINAGE P	95,000.00	95,000.00	0.00	0.00	95,000.00	0.00 %
873 - INTEREST	167,941.00	167,941.00	0.00	0.00	167,941.00	0.00 %
874 - PRINCIPAL	278,862.00	278,862.00	0.00	0.00	278,862.00	0.00 %
876 - BOND FEE	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
881 - STREET LOAN PRINCIPAL	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
884 - STREET LOAN INTEREST	12,250.00	12,250.00	0.00	0.00	12,250.00	0.00 %
885 - OTHER TIF HOLDING	175,000.00	175,000.00	0.00	0.00	175,000.00	0.00 %
Category: 800 - DEBT SERVICE Total:	2,483,739.00	2,483,739.00	0.00	0.00	2,483,739.00	0.00 %
Category: 900 - CAPITAL OUTLAY						
516 - ADA SIDEWALKS	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
801 - CAPITAL OUTLAY, IMPROVEMENTS	233,067.00	233,067.00	0.00	0.00	233,067.00	0.00 %
802 - LIBRARY	210,000.00	210,000.00	0.00	0.00	210,000.00	0.00 %
805 - MACHINERY AND EQUIPMENT	200,500.00	200,500.00	0.00	0.00	200,500.00	0.00 %
806 - NEW EQUIPMENT	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
807 - OFFICE EQUIPMENT	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
808 - STREET IMPROVEMENTS	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
810 - TRANSFER OUT	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
812 - JUSTICE COMPLEX	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
856 - DRAINAGE/PROJECTS	650,000.00	650,000.00	0.00	0.00	650,000.00	0.00 %
857 - STORM DRAINAGE MAINT	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
861 - STREET IMPROVEMENTS	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
953 - TRANSFER AIRPORT COST SHARE	31,928.00	31,928.00	0.00	0.00	31,928.00	0.00 %
955 - TRANSFER TO HUMANE SOCIETY	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
965 - TRANSFER TO DAY CARE	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
966 - TRANSFER TO CHAMBER OF COMMERCE	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
969 - TRANSFER TO HERITAGE MUSEUM	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
978 - REFUND	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
979 - UNRESTRICTED ENDING FUND BAL	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00 %
998 - CONTINGENCY FUND	397,500.00	397,500.00	0.00	0.00	397,500.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	3,611,495.00	3,611,495.00	0.00	0.00	3,611,495.00	0.00 %
Category: 990 - TRANSFERS						
952 - TRANSFER TO STARKVILLE MAIN STREET	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
967 - TRANSFER TO MSU	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Category: 990 - TRANSFERS Total:	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
Expense Total:	23,070,417.00	23,070,417.00	0.00	0.00	23,070,417.00	0.00 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

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For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Category: 330 - FINES AND FORFEITS						
	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Category: 330 - FINES AND FORFEITS Total:	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Revenue Total:	35,000.00	35,000.00	0.00	0.00	-35,000.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 500 - SUPPLIES						
200 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 500 - SUPPLIES Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES						
300 - PROFESSIONAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Category: 900 - CAPITAL OUTLAY						
805 - MACHINERY AND EQUIPMENT	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00 %
Expense Total:	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Category: 230 - INTERGOVERNMENTAL REVENUES						
	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES Total:	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	315,000.00	315,000.00	0.00	0.00	-315,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	315,000.00	315,000.00	0.00	0.00	-315,000.00	0.00 %
Revenue Total:	449,000.00	449,000.00	0.00	0.00	-449,000.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 500 - SUPPLIES						
200 - SUPPLIES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Category: 500 - SUPPLIES Total:	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES						
200 - SUPPLIES	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
410 - TRAINING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
Category: 800 - DEBT SERVICE						
873 - INTEREST	111,466.00	111,466.00	0.00	0.00	111,466.00	0.00 %
874 - PRINCIPAL	154,898.00	154,898.00	0.00	0.00	154,898.00	0.00 %
Category: 800 - DEBT SERVICE Total:	266,364.00	266,364.00	0.00	0.00	266,364.00	0.00 %
Category: 900 - CAPITAL OUTLAY						
990 - ENDING CASH	155,636.00	155,636.00	0.00	0.00	155,636.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	155,636.00	155,636.00	0.00	0.00	155,636.00	0.00 %
Expense Total:	449,000.00	449,000.00	0.00	0.00	449,000.00	0.00 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Category: 230 - INTERGOVERNMENTAL REVENUES						
	70,951.00	70,951.00	0.00	0.00	-70,951.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES Total:	70,951.00	70,951.00	0.00	0.00	-70,951.00	0.00 %
Category: 340 - MISCELLANEOUS						
	50,250.00	50,250.00	0.00	0.00	-50,250.00	0.00 %
Category: 340 - MISCELLANEOUS Total:	50,250.00	50,250.00	0.00	0.00	-50,250.00	0.00 %
Category: 360 - CHARGES FOR SERVICES						
	673,608.00	673,608.00	0.00	0.00	-673,608.00	0.00 %
Category: 360 - CHARGES FOR SERVICES Total:	673,608.00	673,608.00	0.00	0.00	-673,608.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	556,000.00	556,000.00	0.00	0.00	-556,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	556,000.00	556,000.00	0.00	0.00	-556,000.00	0.00 %
Revenue Total:	1,350,809.00	1,350,809.00	0.00	0.00	-1,350,809.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 400 - PERSONNEL SERVICES						
105 - SALARY-MANAGEMENT	53,900.00	53,900.00	0.00	0.00	53,900.00	0.00 %
109 - PART TIME	96,540.00	96,540.00	0.00	0.00	96,540.00	0.00 %
130 - RETIREMENT CONTRIBUTIONS	5,430.00	5,430.00	0.00	0.00	5,430.00	0.00 %
131 - SOCIAL SECURITY CONTRIBUTIONS	11,500.00	11,500.00	0.00	0.00	11,500.00	0.00 %
133 - HOSPITAL INSURANCE	6,050.00	6,050.00	0.00	0.00	6,050.00	0.00 %
Category: 400 - PERSONNEL SERVICES Total:	173,420.00	173,420.00	0.00	0.00	173,420.00	0.00 %
Category: 500 - SUPPLIES						
198 - BUILDING REPAIRS & MAINT.	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
231 - GAS & OIL	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
232 - FUEL PURCHASE	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
233 - UNIFORMS	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
235 - COMMODITIES	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
237 - OPERATING SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
250 - SUPPLIES & SMALL TOOLS	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
273 - VEHICLE REPAIR PARTS & SUPPLS	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Category: 500 - SUPPLIES Total:	472,700.00	472,700.00	0.00	0.00	472,700.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES						
322 - STORM DAMAGE	9,600.00	9,600.00	0.00	0.00	9,600.00	0.00 %
330 - COMMUNICATIONS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
338 - CONTRACT SERVICES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
340 - ADVERTISING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
350 - TRAVEL	2,750.00	2,750.00	0.00	0.00	2,750.00	0.00 %
370 - INSURANCE	21,000.00	21,000.00	0.00	0.00	21,000.00	0.00 %
380 - UTILITIES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
400 - EQUIPMENT REPAIR & MAINTENANCE	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
450 - GPS EXPENSES	500.00	500.00	0.00	0.00	500.00	0.00 %
550 - MISCELLANEOUS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	104,850.00	104,850.00	0.00	0.00	104,850.00	0.00 %
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
801 - CAPITAL OUTLAY, IMPROVEMENTS	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
805 - MACHINERY AND EQUIPMENT	15,408.00	15,408.00	0.00	0.00	15,408.00	0.00 %
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	35,408.00	35,408.00	0.00	0.00	35,408.00	0.00 %
Category: 900 - CAPITAL OUTLAY						
990 - ENDING CASH	564,431.00	564,431.00	0.00	0.00	564,431.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	564,431.00	564,431.00	0.00	0.00	564,431.00	0.00 %
Expense Total:	1,350,809.00	1,350,809.00	0.00	0.00	1,350,809.00	0.00 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

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ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Category: 230 - INTERGOVERNMENTAL REVENUES						
	148,133.00	148,133.00	0.00	0.00	-148,133.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES Total:	148,133.00	148,133.00	0.00	0.00	-148,133.00	0.00 %
Revenue Total:	148,133.00	148,133.00	0.00	0.00	-148,133.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 600 - CONTRACTUAL SERVICES						
305 - PROF SERV/CE & I	21,780.00	21,780.00	0.00	0.00	21,780.00	0.00 %
370 - INSURANCE	1,317.00	1,317.00	0.00	0.00	1,317.00	0.00 %
380 - UTILITIES	21,462.00	21,462.00	0.00	0.00	21,462.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	44,559.00	44,559.00	0.00	0.00	44,559.00	0.00 %
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
806 - NEW EQUIPMENT	50,423.00	50,423.00	0.00	0.00	50,423.00	0.00 %
809 - NEW VEHICLES	3,073.00	3,073.00	0.00	0.00	3,073.00	0.00 %
820 - GRANT	50,078.00	50,078.00	0.00	0.00	50,078.00	0.00 %
Category: 700 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	103,574.00	103,574.00	0.00	0.00	103,574.00	0.00 %
Expense Total:	148,133.00	148,133.00	0.00	0.00	148,133.00	0.00 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Category: 340 - MISCELLANEOUS						
	2,804,000.00	2,804,000.00	0.00	0.00	-2,804,000.00	0.00 %
Category: 340 - MISCELLANEOUS Total:	2,804,000.00	2,804,000.00	0.00	0.00	-2,804,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	330,000.00	330,000.00	0.00	0.00	-330,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	330,000.00	330,000.00	0.00	0.00	-330,000.00	0.00 %
Revenue Total:	3,134,000.00	3,134,000.00	0.00	0.00	-3,134,000.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 400 - PERSONNEL SERVICES						
104 - SALARY-DEPARTMENT HEAD	66,955.00	66,955.00	0.00	0.00	66,955.00	0.00 %
107 - HOURLY	57,410.00	57,410.00	0.00	0.00	57,410.00	0.00 %
108 - PART TIME / TEMPORARY	11,960.00	11,960.00	0.00	0.00	11,960.00	0.00 %
114 - SALARY - LABOR	885,700.00	885,700.00	0.00	0.00	885,700.00	0.00 %
125 - OVERTIME	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00 %
130 - RETIREMENT CONTRIBUTIONS	175,800.00	175,800.00	0.00	0.00	175,800.00	0.00 %
131 - SOCIAL SECURITY CONTRIBUTIONS	84,300.00	84,300.00	0.00	0.00	84,300.00	0.00 %
133 - HOSPITAL INSURANCE	181,960.00	181,960.00	0.00	0.00	181,960.00	0.00 %
Category: 400 - PERSONNEL SERVICES Total:	1,544,085.00	1,544,085.00	0.00	0.00	1,544,085.00	0.00 %
Category: 500 - SUPPLIES						
200 - SUPPLIES	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
231 - GAS & OIL	135,000.00	135,000.00	0.00	0.00	135,000.00	0.00 %
233 - UNIFORMS	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
239 - GARBAGE BAGS	135,000.00	135,000.00	0.00	0.00	135,000.00	0.00 %
250 - SUPPLIES & SMALL TOOLS	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 500 - SUPPLIES Total:	297,000.00	297,000.00	0.00	0.00	297,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES						
300 - PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
330 - COMMUNICATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
333 - ADMINISTRATIVE SERVICES	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
338 - CONTRACT SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
350 - TRAVEL	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
360 - SHOP REPAIRS & MAINTENANCE	135,000.00	135,000.00	0.00	0.00	135,000.00	0.00 %
364 - BILLING SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
370 - INSURANCE	44,000.00	44,000.00	0.00	0.00	44,000.00	0.00 %
379 - REGIONAL LANDFILL EXPENSES	420,000.00	420,000.00	0.00	0.00	420,000.00	0.00 %
380 - UTILITIES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
431 - CONTRACT SERV-TRASH COLLECTION	27,000.00	27,000.00	0.00	0.00	27,000.00	0.00 %
450 - GPS EXPENSES	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
550 - MISCELLANEOUS	750.00	750.00	0.00	0.00	750.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	810,750.00	810,750.00	0.00	0.00	810,750.00	0.00 %
Category: 800 - DEBT SERVICE						
870 - PRINCIPAL ON BONDS	110,531.00	110,531.00	0.00	0.00	110,531.00	0.00 %
872 - INTEREST ON BONDS	42,362.00	42,362.00	0.00	0.00	42,362.00	0.00 %
873 - INTEREST	20,975.00	20,975.00	0.00	0.00	20,975.00	0.00 %
Category: 800 - DEBT SERVICE Total:	173,868.00	173,868.00	0.00	0.00	173,868.00	0.00 %
Category: 900 - CAPITAL OUTLAY						
805 - MACHINERY AND EQUIPMENT	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
990 - ENDING CASH	278,297.00	278,297.00	0.00	0.00	278,297.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	308,297.00	308,297.00	0.00	0.00	308,297.00	0.00 %
Expense Total:	3,134,000.00	3,134,000.00	0.00	0.00	3,134,000.00	0.00 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
Revenue Total:	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 600 - CONTRACTUAL SERVICES						
338 - CONTRACT SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Expense Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Category: 330 - FINES AND FORFEITS						
	45,000.00	45,000.00	0.00	0.00	-45,000.00	0.00 %
Category: 330 - FINES AND FORFEITS Total:	45,000.00	45,000.00	0.00	0.00	-45,000.00	0.00 %
Revenue Total:	45,000.00	45,000.00	0.00	0.00	-45,000.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 600 - CONTRACTUAL SERVICES						
303 - DATA PROCESSING	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
Expense Total:	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Category: 340 - MISCELLANEOUS						
	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Category: 340 - MISCELLANEOUS Total:	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	1,240,000.00	1,240,000.00	0.00	0.00	-1,240,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	1,240,000.00	1,240,000.00	0.00	0.00	-1,240,000.00	0.00 %
Revenue Total:	1,250,000.00	1,250,000.00	0.00	0.00	-1,250,000.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 600 - CONTRACTUAL SERVICES						
309 - LEGAL EXPENSES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Category: 900 - CAPITAL OUTLAY						
620 - GRANT	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
801 - CAPITAL OUTLAY, IMPROVEMENTS	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
851 - SIDEWALK CONST AND IMPROVE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
854 - DRAINAGE/PROJECTS	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00 %
855 - CAPITAL IMPROVEMENT DRAINAGE P	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
861 - STREET IMPROVEMENTS	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	1,245,000.00	1,245,000.00	0.00	0.00	1,245,000.00	0.00 %
Expense Total:	1,250,000.00	1,250,000.00	0.00	0.00	1,250,000.00	0.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Category: 230 - INTERGOVERNMENTAL REVENUES						
	1,850,000.00	1,850,000.00	0.00	0.00	-1,850,000.00	0.00 %
Category: 230 - INTERGOVERNMENTAL REVENUES Total:	1,850,000.00	1,850,000.00	0.00	0.00	-1,850,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS						
	675,000.00	675,000.00	0.00	0.00	-675,000.00	0.00 %
Category: 380 - TRANSFERS AND NON REVENUE RECEIPTS Total:	675,000.00	675,000.00	0.00	0.00	-675,000.00	0.00 %
Revenue Total:	2,525,000.00	2,525,000.00	0.00	0.00	-2,525,000.00	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 10/31/2019

ExpSubObjec...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 600 - CONTRACTUAL SERVICES						
945 - CORNERSTONE	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Category: 600 - CONTRACTUAL SERVICES Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Category: 800 - DEBT SERVICE						
826 - INTEREST	96,600.00	96,600.00	0.00	0.00	96,600.00	0.00 %
870 - PRINCIPAL ON BONDS	305,000.00	305,000.00	0.00	0.00	305,000.00	0.00 %
882 - PRINCIPAL	16,220.00	16,220.00	0.00	0.00	16,220.00	0.00 %
883 - INTEREST	895.00	895.00	0.00	0.00	895.00	0.00 %
Category: 800 - DEBT SERVICE Total:	418,715.00	418,715.00	0.00	0.00	418,715.00	0.00 %
Category: 900 - CAPITAL OUTLAY						
942 - PARK IMP/CAPITAL PROJ	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
944 - SPLASH PARK	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
990 - ENDING CASH	1,106,285.00	1,106,285.00	0.00	0.00	1,106,285.00	0.00 %
Category: 900 - CAPITAL OUTLAY Total:	1,606,285.00	1,606,285.00	0.00	0.00	1,606,285.00	0.00 %
Category: 950 - TRANSFERS						
110 - MAINTENANCE	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Category: 950 - TRANSFERS Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Expense Total:	2,525,000.00	2,525,000.00	0.00	0.00	2,525,000.00	0.00 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	0.00	0.00	0.00
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	0.00	0.00
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	0.00	0.00	0.00
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	0.00	0.00
022 - ENVIRONMENTAL SERVICES	0.00	0.00	0.00	0.00	0.00
023 - LANDFILL ACCOUNT	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	0.00	0.00	0.00
375 - PARK AND REC TOURISM	0.00	0.00	0.00	0.00	0.00
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00



**Starkville Utilities – Water & Sewer Department
Board Budget Year 2020 (10/2019-9/2020)**

	Total 2019 Budget as Amended	Total 2020 Budget
<u>Revenues</u>		
1 Water Sales Revenues	\$ 4,200,000	\$ 4,200,000
2 Sewer Sales Revenues	3,000,000	3,000,000
Total Sales Revenues	\$ 7,200,000	\$ 7,200,000
3 Tap Fees	150,000	150,000
4 Tower Lease	317,588	330,000
5 MSU Wastewater Treatment Income	190,000	190,000
6 Wastewater Revenue	20,000	20,000
7 Miscellaneous Income	100,000	115,000
8 Federal & State Grant Revenue	250,000	1,359,765
Total Other Revenues	\$ 1,027,588	\$ 2,164,765
Total Revenues	\$ 8,227,588	\$ 9,364,765
<u>Expenses</u>		
<u>Payroll Expenses</u>		
10 Employee Wages	\$ 935,000	\$ 943,727
11 Employee Overtime	127,500	130,000
12 Employer Contribution - Retirement	172,222	186,828
13 Employer Contribution - Social Security	81,281	82,140
14 Employer Contribution - Insurance	130,000	148,000
15 Payroll Expense from Other Departments	210,000	300,000
Total Payroll Expenses	\$ 1,656,003	\$ 1,790,695
<u>Operating Expenses</u>		
16 City Administrative Costs Reimbursement	\$ 75,000	\$ 75,000
17 Rental Allocation to Electric Dept	250,000	280,000
18 Billing Services	180,000	180,000
19 Insurance	85,000	89,000
20 Communications	35,000	43,000
21 Travel & Training	10,000	10,000
22 Dues	2,000	3,000
23 Office Supplies	20,000	20,000
24 Uniforms	20,000	20,000
25 Advertising	1,000	2,000
26 Utilities	850,000	830,000
27 Rent	5,000	7,500
28 Miscellaneous Expense	14,000	10,000
Total Operating Expenses	\$ 1,547,000	\$ 1,569,500



**Starkville Utilities – Water & Sewer Department
Board Budget Year 2020 (10/2019-9/2020)**

	Total 2019 Budget as Amended	Total 2020 Budget
<u>Maintenance Expenses</u>		
29 Materials & Supplies	\$ 510,000	\$ 500,000
30 Gas & Oil Expense	50,000	50,000
31 Fire Hydrant Supplies	10,000	10,000
32 Street Maintenance Supplies	25,000	20,000
33 Chemicals	124,000	120,000
34 Contract Services	80,000	200,000
35 Contract Services - Legal	10,000	10,000
36 Contract Services - Meter Reading	125,000	60,000
37 Contract Services - Testing	12,000	10,000
38 Water Quality Analysis	50,000	50,000
39 Tank & Well Maintenance	110,000	100,000
40 Repairs & Maintenance - Infrastructure	210,000	200,000
41 Repairs & Maintenance - Shop	65,000	60,000
42 Repairs & Maintenance - Equipment	225,000	200,000
43 MSU Pump Operations & Maintenance	160,000	180,000
44 Remote Pump Station Maintenance	40,000	40,000
Total Maintenance Expenses	\$ 1,806,000	\$ 1,810,000
<u>Capital Expenses</u>		
50 Infrastructure Improvements	\$ 2,049,000	\$ 2,454,250
51 Asset Purchases - Building & Grounds	50,000	25,000
52 Asset Purchases - Equipment & Vehicles	115,000	80,000
Total Capital Expenses	\$ 2,214,000	\$ 2,559,250
<u>Debt Expenses</u>		
60 Interest Expense on LTD	\$ 173,643	\$ 464,066
61 Principal Paid on LTD	682,000	1,019,187
Total Debt Expenses	\$ 855,643	\$ 1,483,253
Total Expenses	\$ 8,078,646	\$ 9,212,698
Total Revenues Over Expenses	\$ 148,942	\$ 152,067

<u>Capital Expense (Net of Long-Term Debt Funding) - #50 Detail</u>		
50A Wastewater Biosolids Project	\$ 5,000,000	\$ 1,500,000
50B SCADA Wastewater Upgrades	-	500,000
50C Green Oaks Water & Sewer Replacement	-	1,500,000
50D Trim Cane Lift Station Rehab	-	449,250
50R Major Construction and Rehab Work	1,514,000	705,000
Roundhouse Road Sewer Replacement	535,000	
Total	\$ 7,049,000	\$ 4,654,250
Less: Debt Funding Capital Projects	(5,000,000)	(2,200,000)
Capital Expense Net of Long-Term Debt	\$ 2,049,000	\$ 2,454,250



**Starkville Utilities – Electric Department
Board Budget Year 2020 (10/2019-9/2020)**

	Total 2019 Budget as Amended	Total 2020 Budget
<u>Revenues</u>		
1 Electric Sales	41,383,000	41,465,000
2 Forfeited Customer Discounts	150,000	200,000
3 Misc. Service Revenue	250,000	250,000
4 Interest Income	45,000	60,000
5 Rent from Electric Property	180,000	230,000
6 Water Sewer Reimbursement	600,000	650,000
7 Sanitation Reimbursement	80,000	75,000
8 City Reimbursement for Lights	12,000	12,000
Other Revenues	1,317,000	1,477,000
Total Revenues	42,700,000	42,942,000
<u>Expenses</u>		
9 Purchased Power Expense	33,269,920	33,350,000
<u>Payroll Expenses</u>		
10 Employee Salaries	1,628,291	1,660,000
11 Employee Overtime	95,848	95,600
12 Employer Contributions - State Retirement	267,528	305,474
13 Employer Contributions - Social Security	126,549	134,303
14 Employer Contributions - Group Insurance	160,000	172,000
15 Payroll Expense from Other Departments	48,228	55,000
Total Payroll Expenses	2,326,444	2,422,378
<u>Operating Expenses</u>		
16 City Administrative Cost Reimbursement	125,000	125,000
17 Billing Services	325,000	325,000
18 Insurance	215,000	220,000
19 Communications	75,000	95,000
20 Travel & Training	45,000	45,000
21 Dues	50,000	50,000
22 Office Supplies	40,000	40,000
23 Safety Supplies	25,000	25,000
24 Uniforms	35,000	30,000
25 Audit	20,000	20,000
26 Collection & Bank Fees	10,000	10,000
27 Advertising	6,000	6,000
28 Utilities	10,000	10,000
29 Rent	7,500	7,500
30 Postage	6,000	6,000
Total Operating Expenses	994,500	1,014,500



**Starkville Utilities – Electric Department
Board Budget Year 2020 (10/2019-9/2020)**

	Total 2019 Budget as Amended	Total 2020 Budget
<u>Maintenance Expenses</u>		
31 Auto Repair Parts & Supplies	210,000	210,000
32 Expensed Materials & Supplies	240,000	265,000
33 Substation Repairs & Supplies	75,000	75,000
34 Row Clearing	310,000	310,000
35 Contract Services	325,000	325,000
36 Meter Reading	205,000	20,000
37 General Maintenance	50,000	50,000
38 Building Maintenance	50,000	40,500
Total Maintenance Expenses	1,465,000	1,295,500
<u>Capital Expenses</u>		
50 Capitalized Materials & Supplies	1,000,000	1,010,000
51 Capitalized Contract Services	737,000	1,252,900
52 Asset Purchases - Building & Grounds	135,000	-
53 Asset Purchases - Equipment & Vehicles	405,000	480,000
54 Capital Projects & Construction	532,290	2,055,319
Total Capital Expenses	2,809,290	4,798,219
<u>Debt Expenses</u>		
60 Interest Expense on LTD	68,675	25,925
61 Principal Paid on LTD	710,000	1,150,000
Total Debt Expenses	778,675	1,175,925
62 Tax Equivalency	1,365,000	1,365,000
Total Expenses	43,008,829	45,421,522
Total Revenues Over Expenses	(308,829)	(2,479,522)

Capital Projects (Net of Long-Term Debt Funding) - #54 Detail

54A Capital Projects - Substation	304,090	7,288,498
54B Capital Projects - Transmission	15,000	438,831
54C Capital Projects - Distribution	65,000	987,990
54D Capital Projects - Street Lighting	148,200	90,000
54E Capital Projects - Traffic Signals	-	150,000
54F Capital Projects - Special Projects	-	100,000
Total	532,290	9,055,319
Less: Bond Proceeds Funding Capital Projects	-	(7,000,000)
54 Net Capital Expense Funding from Long-Term Debt	532,290	2,055,319



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: November 6, 2018
PAGE: 1 of 17

SUBJECT: Consideration of Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, adopting and approving the form of an interlocal cooperation agreement with Oktibbeha County, Mississippi, in support of the Garan Redevelopment Project; authorizing the execution of the interlocal cooperation agreement; and for related purposes.

AMOUNT & SOURCE OF FUNDING:

HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

City Attorney Chris Latimer

SUGGESTED MOTION:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING AND APPROVING THE FORM OF AN INTERLOCAL COOPERATION AGREEMENT WITH OKTIBBEHA COUNTY, MISSISSIPPI, IN SUPPORT OF THE GARAN REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES.

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

1. Pursuant to the Mississippi Tax Increment Financing Act, Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), the City is authorized to undertake and carry out "redevelopment projects," as defined therein, utilizing tax increment financing.

2. Pursuant to the Act, the Governing Body has received and has conducted hearings on the "*Tax Increment Financing Redevelopment Plan, Starkville, Mississippi, February 2006*," adopted April 4, 2006 (the "Redevelopment Plan"), after publication of notice of hearing and after a hearing on the Redevelopment Plan as required by the TIF Act. The Redevelopment Plan constitutes a qualified plan under the TIF Act.

3. Pursuant to the Act, the Governing Body has received and has conducted hearings on the "*Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019*" (the "TIF Plan"), and has approved the TIF Plan on September 3, 2019, after publication of notice of hearing on August 22, 2019, and after a hearing on the TIF Plan on September 3, 2019, as required by the TIF Act. The TIF Plan constitutes a qualified plan under the TIF Act.

4. Castle Starkville, LLC (the "Developer"), is proposing to redevelop approximately 89,000 square foot retail development and related improvements strategically located off Highway 12 in the City (the "Project") in a defined area of the City to be created as a tax increment financing district (the "TIF District") for the Project.

5. The City intends to enter into an Interlocal Cooperation Agreement (the "Agreement") with the County, pursuant to the Interlocal Cooperation Act, Section 17-31-1 *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), to provide a financing mechanism to pay for the cost of acquiring, installing or constructing various infrastructure improvements for the benefit of the Project, which include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

6. The costs of the Infrastructure Improvements are expected to exceed the sum of Three Million Dollars (\$3,000,000). The Developer is requesting the assistance of the City and

the County in providing the funding for the Infrastructure Improvements by the utilization of tax increment financing.

7. The Project appears to be a project of major economic significance within the City and the County and to qualify as a project eligible for tax increment financing under the Redevelopment Plan. The participation on the part of the County is necessary, would be in the public interest, and would benefit the economic and financial well-being and the public health, safety, and welfare of the City and the County.

8. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the expectation that tax increment financing funds will be available in the future. The City wishes to reimburse the Developer for this expense in whole or part, up to the amount of funds available from the proceeds of the tax increment financing revenue bonds in the maximum principal amount of Three Million Dollars (\$3,000,000), in one or more series (the "TIF Bonds"), at the time or times the TIF Bonds are issued in the future. The funds derived from the sale of the TIF Bonds will be used by the Developer to acquire and construct the Infrastructure Improvements or to reimburse the Developer for the costs of acquisition and construction of the Infrastructure Improvements by the Developer, and other costs included within the Infrastructure Improvements.

9. The City will pledge up to one hundred percent (100%) of the increase in its ad valorem real property tax revenues (the "City Ad Valorem TIF Revenues"), as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

10. The City will pledge up to seventy-five percent (75%) of the increase in its sales tax rebates generated within the TIF District (the "Sales Tax Rebate TIF Revenues"), as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

11. The County will pledge up to one hundred percent (100%) of the increase in its ad valorem real and personal property tax revenues (the "County Ad Valorem TIF Revenues"), as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

12. The amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, seventy-five percent (75%) of the County Ad Valorem TIF Revenues, and fifty percent (50%) of the Sales Tax Rebate TIF Revenues.

13. The City Ad Valorem TIF Revenues, the County Ad Valorem TIF Revenues, and the Sales Tax Rebate TIF Revenues shall be referred to collectively as the "TIF Revenues."

14. The TIF Bonds shall never constitute an indebtedness of the City or the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or the County, other than the TIF Revenues, or a charge against its general credit or taxing powers.

15. The amount and timing of the TIF Bonds shall be determined pursuant to further proceedings of the City.

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

SECTION 1. The Project is one of major economic significance, and the participation of the City and the County is necessary and in the public interest and would benefit the public health, safety, and welfare of the City and the County and their citizens.

SECTION 2. The Governing Body hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A**, with such amendments, corrections, additions, and deletions as may be agreed upon and approved by its duly authorized officers.

SECTION 3. The Governing Body hereby authorizes the Mayor and the City Clerk to execute and deliver the Agreement for and on behalf of the City, with such amendments, changes, corrections, additions, and deletions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval.

Following the reading and discussion of the foregoing resolution, Alderman _____ made the motion to approve the foregoing resolution and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: _____
Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

(seal)

EXHIBIT A

Form of the Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Starkville, Mississippi, organized and existing under the laws of the State of Mississippi (the "City"), and Oktibbeha County, Mississippi, a political subdivision of the State of Mississippi (the "County"), pursuant to the Mississippi Interlocal Cooperation Act, Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), on the date set forth hereinafter.

RECITALS:

WHEREAS, the City and County agree, find and determine as follows:

1. 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:

"Bond Fund" shall mean the "Starkville Garan TIF Fund" provided for in Section 11 hereof.

"Bond Payments" shall mean payments of principal or premium, if any, and interest on the Bonds, and Paying Agent charges pertaining to the Bonds and such charges, deposits or payments for a debt service reserve fund, bond insurance and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the Bonds, and specifically including any prepayments of principal on the Bonds and payments of amounts previously due and unpaid.

"Bond Resolution" shall mean the resolution of the City authorizing and directing the issuance of the Bonds, or any series thereof.

"Bonds" shall mean the tax increment financing revenue bonds of the City in the maximum principal amount of Three Million Dollars (\$3,000,000), which may be issued in one or more series in one or more years, to finance the Costs of the Infrastructure Improvements and the costs of issuance pertaining to the Bonds.

"Chancery Clerk" shall mean the Chancery Clerk of the County.

"City Ad Valorem TIF Revenues" shall mean one hundred percent (100%) of the additional ad valorem tax revenues received resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act; the amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues.

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

"Costs of the Infrastructure Improvements" shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements.

“County Ad Valorem TIF Revenues” shall mean one hundred percent (100%) of the additional ad valorem tax revenues received resulting from ad valorem taxes on the “captured assessed value” of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act; provided, however, that the amount of the TIF Bonds to be issued will be based upon seventy-five percent (75%) of the County Ad Valorem TIF Revenues.

"Developer" shall mean Castle Starkville, LLC, a Mississippi limited liability company, or any entity related thereto, or any successor or assigns thereof, the developer of the Project.

"Development and Reimbursement Agreement" shall mean the Development and Reimbursement Agreement, entered into or to be entered into by and between the City and the Developer.

"Final Bond Payment Date" shall mean the date on which all of the Bond Payments have been made, whether before, on or after the last scheduled Principal Payment Date.

"Infrastructure Improvements" shall mean public infrastructure improvements, as described in the TIF Plan, supporting the Project which may include, but not limited to, the cost of acquiring, installing, and constructing various infrastructure improvements eligible under the TIF Act and located within the TIF District or servicing the TIF District, which include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

"Payment Date" shall mean any date on which interest or principal and interest on the Bonds is scheduled to be made.

"Principal Payment Date" shall mean with respect to any of the Bonds, any Payment Date on which principal is scheduled to be paid (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment).

“Project” shall mean an approximately 89,000 square foot retail development and related improvements strategically located off Highway 12 in the City and in the County.

"Redevelopment Plan" shall mean the “*Tax Increment Financing Redevelopment Plan, Starkville, Mississippi, February 2006*,” adopted April 4, 2006, after publication of notice of hearing and after a hearing on the Redevelopment Plan as required by the TIF Act.

“Sales Tax Rebate TIF Revenues” shall mean seventy-five percent (75%) of the increase in the amount of the municipal sales tax diversion received by the City from sales taxes collected within the boundaries of the TIF District, based upon the “original sales value,” as defined and calculated in the manner set forth in the TIF Act; the amount of the TIF Bonds to be issued will be based upon fifty percent (50%) of the Sales Tax Rebate TIF Revenues.

“TIF Act” shall mean the Tax Increment Financing Act, Section 21-45-1 *et. seq.*, Mississippi Code of 1972, as amended.

“TIF District” shall mean the area described in the TIF Plan.

“TIF Plan” shall mean the “***Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019***” (the "TIF Plan"), approved by the Mayor and Board of Aldermen of the City on September 3, 2019, after publication of notice of hearing on August 22, 2019, and after a hearing on the TIF Plan on September 3, 2019, as required by the TIF Act.

“TIF Revenues” shall mean, together, the City Ad Valorem TIF Revenues, the County Ad Valorem TIF Revenues, and the Sales Tax Rebate TIF Revenues.

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. The Developer proposes to construct the Project and the Infrastructure Improvements. The City desires to issue the Bonds to assist in the financing of the acquisition and construction of the Infrastructure Improvements in order to promote economic development and assist in the creation of jobs and to promote the economic, social and general welfare of both the City and the County.
3. The governing authorities of the City and the County desire to enter into a joint effort to make the most efficient use of their powers and enable them to promote economic development and to assist in the creation of jobs and to promote the general welfare of the City and County and the citizens of each.
4. In order that the Bonds may be issued and sold and the payment of the Bonds properly provided for, it is necessary that the term of this Agreement shall extend through the Final Bond Payment Date of the Bonds, each series of which shall have a scheduled maturity not later than fifteen (15) years from the date of each such series, respectively.
5. In order to provide for the Infrastructure Improvements and to enable the acquisition and construction of the Project by the Developer, it is necessary and in the public interest for the City to cooperate with the County by entering into this Agreement pursuant to the TIF Act and the Interlocal Act.
6. It is agreed and understood that the City has developed the TIF Plan and established the TIF District in order to provide for the issuance and sale of the Bonds to finance the Infrastructure Improvements, and it is agreed and understood that the City may, in its discretion, include as sources of payment for the Bonds and pledge to the extent deemed necessary and appropriate all or any portion of the TIF Revenues.

7. The City and the County desire to enter into this Agreement for the purposes of (i) assisting in the financing of the Costs of the Infrastructure Improvements and (ii) satisfying the requirements of the TIF Act.
8. It is necessary for the City and the County to enter into this Agreement pursuant to the TIF Act and the Interlocal Act in order to enable the City to issue and sell the Bonds, and to provide for the securing of the Bonds and the payment of the Bond Payments.
9. The TIF Act authorizes the City to issue the Bonds for financing all or part of the Costs of the Infrastructure Improvements.
10. The City hereby agrees that it will issue the Bonds for the purpose of assisting the financing of the Infrastructure Improvements. The Bond Payments shall be payable solely from the TIF Revenues.
11. The City and the County have agreed to divert a portion of their respective TIF Revenues from the TIF District to be used for the Bond Payments as hereinafter set forth.
12. The City will pledge up to one hundred percent (100%) of the City Ad Valorem TIF Revenues, as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.
13. The City will pledge up to seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues, as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.
14. The County will pledge up to one hundred percent (100%) of County Ad Valorem TIF Revenues, as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.
15. The amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, seventy-five percent (75%) of the County Ad Valorem, and fifty percent (50%) of the Sales Tax Rebate TIF Revenues.
16. It is in the best interests of the citizens of the City and the County that the City and the County enter into and execute the Agreement.
17. The amount and timing of the TIF Bonds shall be determined pursuant to further proceedings of the City.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND THE COUNTY, THE CITY AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Duration. This Agreement shall be in force and effect until terminated in accordance with the provisions of Sections 6 and 10 hereof.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the City and the County with regard to the financing of the Infrastructure Improvements and the security for and payment of the Bonds.

SECTION 3. Organization; Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City and the County are authorized by the TIF Act and the Interlocal Act to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement.

SECTION 4. Financing, Staffing, and Supplying.

(a) The Infrastructure Improvements shall be financed as a joint undertaking of the City and the County. All of the staffing pertaining to the acquisition and/or construction of the Infrastructure Improvements and the issuance of the Bonds will be provided by the City, except as may be otherwise provided herein. The City and the County hereby designate and authorize the City to exercise all powers needed to carry out and assist in the development of the Project and the Infrastructure Improvements, including but not limited to the power to issue the Bonds to finance all or a portion of the Costs of the Infrastructure Improvements, and to reimburse the Developer or any contractor hired by or with the approval of the City, from proceeds of the Bonds, for any advances made by the Developer to acquire and/or construct the Infrastructure Improvements in anticipation of the issuance of the Bonds.

(b) The City will establish a budget which may be included as a part of the City's budget for the receipts and expenditures pertaining to the Project and to the Bond Payments. The City Clerk is hereby designated to receive, disburse, and account for the TIF Revenues to be received by or deposited with the City.

(c) The City Clerk shall determine on a date not less than two (2) months prior to the Principal Payment Date of each year the amount of TIF Revenues received by the County and the amount of TIF Revenues received by the City for the preceding twelve (12) months and shall promptly give a notice to the Chancery Clerk of the County setting forth (1) the amount needed for the next succeeding Bond Payments, (2) the total amount of TIF Revenues, and (3) the amount of TIF Revenues due from the County for said Bond Payments. The County agrees to cooperate in supplying all information needed from the County for this purpose.

SECTION 5. Operation of Agreement and the Infrastructure Improvements. The operation of the Agreement and of the Infrastructure Improvements shall be carried out by the City and by the County as described in Section 4 of this Agreement and as may be otherwise provided herein, pursuant to the TIF Act and the Interlocal Act.

SECTION 6. Termination; Disposition of Property. Except for the Infrastructure Improvements to be dedicated to the City, at the termination of the Agreement any property owned by the City and Developer, respectively, shall remain their property. The Infrastructure Improvements to be owned by the City shall be dedicated to the City as a condition for reimbursement to the Developer for the Costs of the Infrastructure Improvements to be paid from proceeds of the Bonds. As to any Infrastructure Improvements to be owned by the Developer or other private party, the City has determined that it is in the best interests of the City for such property to be owned by the Developer or other private party and not by the City. Any surplus TIF Revenues remaining after termination shall be returned to the City and the County, respectively, after each has satisfied its respective obligations under Section 11 hereof and pursuant to Section 11 hereof.

SECTION 7. Amendment. This Agreement may be amended at any time by the mutual consent of the City and the County by an agreement entered into pursuant to the provisions of the Interlocal Act and the TIF Act. No such amendment shall have a material adverse effect on the ability of the City to make the Bond Payments.

SECTION 8. Administration of Issuance of Bonds. The provision for the administration of issuance of the Bonds and the payment thereof is provided for in Section 4 hereof, pursuant to the Interlocal Act and the TIF Act.

SECTION 9. Manner of Acquiring, Holding, and Disposing of Property; Cooperation Concerning Property Matters.

(a) The Developer has acquired or will acquire all property needed for the Project and the Infrastructure Improvements. The City has entered into a Development and Reimbursement Agreement with the Developer regarding, among other things, the dedication and conveyance to the City of any Infrastructure Improvements to be owned by the City and the reimbursement to the Developer of all or a portion of the Infrastructure Improvements.

(b) The City shall have the right, at its request, to review and approve the plans, specifications, and expenditures for all Infrastructure Improvements. The City and the County shall have access to all records pertaining to the acquisition and construction of the Infrastructure Improvements, and no changes which materially affect the overall scope thereof will be carried out without the written consent of the City.

(c) The County will grant to the City any necessary construction and maintenance easements on property on which the County can grant such rights to aid in the acquisition and/or construction of the Infrastructure Improvements.

SECTION 10. Terms and Conditions That Will Cause Agreement to Be Terminated. The term of each series of the Bonds shall not exceed fifteen (15) years from the date thereof. The Agreement will be terminated upon the payment in full of the Bond Payments. However, the obligations of the City and the County, respectively, incurred during the term of this Agreement shall not lapse due to a failure or refusal of the party owing such obligation.

SECTION 11. Manner in Which the Costs of the Infrastructure Improvements Shall be Shared.

(a) The City has approved the Redevelopment Plan and the TIF Plan, and has created the TIF District. The City will issue the Bonds for the purpose of financing the Infrastructure Improvements associated with the Project. The Bond Payments shall be the responsibility of the City and shall be paid from the TIF Revenues.

(b) There shall be created by the City a “Starkville Garan TIF Fund” (the “Bond Fund”) which will be held as a separate fund by the City. The City will provide to the County a schedule of Bond Payments, which schedule may be adjusted from time to time to account for any changes in fees of the Paying Agent (as defined in the Bond Resolution), prepayments of principal or other change in Bond Payments.

(c) To provide for the Bond Payments, the County will divert all or a portion of its County Ad Valorem TIF Revenues. The amount of such County Ad Valorem TIF Revenues to be so diverted shall be determined as provided in Subsection (f) of this Section and shall be paid to the City Clerk, credited to the Bond Fund, and disbursed as provided in this Section.

(d) To provide for the Bond Payments, the City will divert all or a portion of its City Ad Valorem TIF Revenues. The amount of such City Ad Valorem TIF Revenues to be so diverted shall be determined as provided in Subsection (f) of this Section, deposited into the Bond Fund, and disbursed as provided in this Section.

(e) If necessary to provide for the Bond payments, after the diversion by the County of its County Ad Valorem TIF Revenues and by the City of its City Ad Valorem TIF Revenues, the City will divert all or a portion of its Sales Tax Rebate TIF Revenues. The amount of such Sales Tax Rebate TIF Revenues to be so diverted shall be determined as provided in Subsection (f) of this Section, deposited into the Bond Fund, and disbursed as provided in this Section.

(f) The County will, at least two (2) months prior to the Principal Payment Date, transfer that portion of its County Ad Valorem TIF Revenues described below to the City for deposit into the Bond Fund for the Bond Payments. The City will deposit that portion of its City Ad Valorem TIF Revenues described below into the Bond Fund, along with the County Ad Valorem TIF Revenues received from the County for that purpose. The amount of the TIF Revenues to be diverted by the County and by the City shall be determined and transferred and/or deposited as follows:

(i.) To the extent that seventy-five percent (75%) of the County Ad Valorem TIF Revenues and one hundred percent (100%) of the City Ad Valorem TIF Revenues are equal to the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then the entire amount of such TIF Revenues (being limited as described in the definitions and descriptions herein of the TIF Revenues) shall be transferred to the City (with regard to the County) and deposited into the Bond Fund for the Bond Payments.

(ii.) To the extent seventy-five percent (75%) of the County Ad Valorem TIF Revenues and one hundred percent (100%) of the City Ad Valorem TIF Revenues are less than

the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then an amount up to seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues shall be deposited into the Bond Fund for the Bond Payments.

(iii.) To the extent that seventy-five percent (75%) of the County Ad Valorem TIF Revenues, one hundred percent (100%) of the City Ad Valorem TIF Revenues, and seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues are less than the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then a sufficient amount up to one hundred percent (100%) of the City Ad Valorem TIF Revenues, one hundred percent (100%) of the County Ad Valorem TIF Revenues, and seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues shall be determined on a pro rata basis and transferred and/or deposited into the Bond Fund for the Bond Payments.

(iv.) To the extent that seventy-five percent (75%) of the County Ad Valorem TIF Revenues, one hundred percent (100%) of the City Ad Valorem TIF Revenues, and seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues exceed the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the next succeeding Bond Payments, then excess TIF Revenues shall be released pro rata to the City and the County so that the City and the County contributes the same percentage of its TIF Revenues.

(g) Upon payment of the Bonds in full as to principal and interest on the Final Bond Payment Date, then excess TIF Revenues shall be released pro rata to the City and the County so that the City and the County contributes the same percentage of its TIF Revenues.

SECTION 12. TIF Revenues from the TIF District; Security for Bond Payments.

It is agreed that the City may include as sources of payment for the Bonds and pledge the TIF Revenues for the Bond Payments.

SECTION 13. Effective Date. This Agreement will be effective when it is approved by the respective governing bodies of the City and the County and by the Mississippi Attorney General, and filed as provided in the Interlocal Act. The initial term of this Agreement shall commence on the effective date hereof and terminate as provided in Section 10 hereof.

WITNESS the signatures of the duly authorized officers of the City and the County as of the _____ day of _____, 20____.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Oktibbeha County, Mississippi

President, Board of Supervisors

ATTEST:

Chancery Clerk, Board of Supervisors

(seal)

CERTIFICATE

I, Lesa Hardin, City Clerk of the City of Starkville, Mississippi, do hereby certify that the above and foregoing document is a true and correct copy of the Interlocal Cooperation Agreement related to the “***Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019,***” approved and adopted by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on _____, 20____, and executed on _____, 20____.

Witness my hand this the ____ day of _____, 20____.

City Clerk

(seal)

CERTIFICATE

I, Sharon Livingston, Chancery Clerk of Oktibbeha County, Mississippi, do hereby certify that the above and foregoing document is a true and correct copy of the Interlocal Cooperation Agreement related to the “***Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019,***” adopted and approved by the Board of Supervisors of Oktibbeha County, Mississippi, on _____, 20____, and executed on _____, 20____.

Witness my hand this the ____ day of _____, 20____.

Chancery Clerk

(seal)



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 9-17-2019
PAGE: 1 of

SUBJECT: A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT 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 TWENTY-FIVE MILLION DOLLARS (\$25,000,000), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

This is the same Resolution adopted September 3, 2019, but is being re-submitted based on SDN's failed publication, and sets up a new return date of Oct. 15.

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: City Attorney Chris Latimer

SUGGESTED MOTION:

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT 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 TWENTY-FIVE MILLION DOLLARS (\$25,000,000), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND 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:

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 House Bill No. 1565, as approved by the Legislature of the State of Mississippi (the “Legislature” of the “State”) in its Regular Session 2019 and signed by the Governor (the “Governor”) of the State on April 3, 2019 (the “Authority Act”), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”), Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), and other applicable laws of the State (together, the “Act”).

“Special Tax Authorized Purpose” shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

“General Municipal Improvements Authorized Purpose” shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or

changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years.

On November 6, 2018, the Governing Body of the Municipality adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the “Special Sales Tax”) for the “construction, maintenance, operation, and promotion of recreation and sports tournament facilities” within the Municipality.

On April 16, 2019, the Governing Body of the Municipality adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body of the Municipality adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy to the Mississippi Department of Revenue.

Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.

Pursuant to the Authority Act, the Governing Body of the Municipality is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the “Authorized Purposes”), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the “Bonds”), issuing a general obligation bond of the Municipality (the “Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”), or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), all in the maximum principal amount of Twenty-Five Million Dollars (\$25,000,000), issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years.

The Municipality is authorized by the Municipal Improvements Act to issue the Bonds for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds to provide funds for the General Municipal Improvements Authorized Purpose.

The Municipality reasonably expects that it will incur expenditures for the Authorized

Purposes for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, and that it should declare its official intent to reimburse its general fund or special tax fund for all or a portion of such expenditures of the Authorized Purposes made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

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

SECTION 1. This resolution is adopted pursuant to the provisions of the Act.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Authority Act and the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, or enter into the Loan with the Bank pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, all in the maximum principal amount of Twenty-Five Million Dollars (\$25,000,000), for the Authorized Purposes.

SECTION 3. The Bonds, the Qualified Obligation, or the Loan, may be issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, and, if issued, may be payable from legally available revenues of the Municipality, including the Special Sales Tax.

SECTION 4. The Bonds and the Qualified Obligation may be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof; provided, however, that the Bonds and the Qualified Obligation issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body of the Municipality to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, October 15, 2019, at 5:30 o'clock p.m. Pursuant to the Act, if a petition signed by not less than ten percent (10%) of the qualified electors of the Municipality, or fifteen hundred (1,500), whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of two (2) years after the date above specified, and

may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than seven (7) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan.

SECTION 7. The City Clerk of the Municipality is hereby directed to procure from the publisher of the *The Starkville Daily News* the customary proof of publication of this resolution and to have the same before the Governing Body of the Municipality on the date and hour specified in Section 5 hereof.

SECTION 8. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse the Municipality's general fund or special tax fund for expenditures made for the Authorized Purposes prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 9. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds, the Qualified Obligation, or the Loan.

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

Following the reading of the foregoing resolution and discussion thereof, Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: _____
Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 17th day of September, 2019.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Publication Instructions:

The Starkville Daily News

September 24, 2019; October 1, 2019; and October 8, 2019



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 17, 2019
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of LW 19-03 a request for a Landscape Waiver from parking lot landscape requirements at 511 Academy Road in a C-2 zoning district with the parcel number 1021-00-010.00

AUTHORIZATION HISTORY:

The applicant is currently in the design phase of renovating the existing building on the property. To do so, the existing building and site need to conform to existing development standards in the ordinance. As part of those requirements, the existing parking lot is required to be modified and new sidewalks will need to be added to meet the current code. Due to the amount of space on the existing site, the requirements for interior landscape islands and the perimeter landscape islands for the parking lot cannot be fully met. On September 4, 2019 the Starkville Tree Advisory Board voted unanimously to recommend approval of request #1 and 3 to 1 to recommend approval of request #2.

Recommended conditions by the Starkville Tree Advisory Board:

1. Add 50% of the required canopy trees on the west side of the parking lot to other areas on the site.
2. Add a vertical shrub to the landscape strip between the sidewalk and the road in lieu of turf.

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 19-03 for 511 Academy Road with two conditions.



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 19-03 Request for Landscape Waiver from parking lot landscape requirements at
511 Academy Road in a C-2 zoning district with the parcel number 102I-00-010.00
Date: September 4, 2019

The purpose of this report is to provide information regarding Landscape Waiver Request by Melvin Cowan on behalf of Greater Meridian Health Clinic, Inc. to allow for relief from the interior and perimeter parking lot landscape requirements located at 511 Academy Road in a C-2 zoning district with the property #102I-00-010.00. Please see attachments 1-3.

BACKGROUND INFORMATION

The property owner is currently in the design phase of renovating the existing building on the property. To do so, the existing building and site need to conform to existing development standards in the ordinance. As part of those requirements, the existing parking lot is required to be modified and new sidewalks will need to be added to meet the current code. Due to the amount of space on the existing site, the requirements for interior landscape islands and the perimeter landscape islands for the parking lot cannot be fully met.

LANDSCAPE WAIVER REQUEST

Request #1- Relief from the interior parking area requirement to place a landscape island at the end of each aisle of parking. The area directly in front of the existing building adjacent to the required ADA Parking is at least the minimum dimension of a parking space. Sec. 112-31. - Section 6. Requirements for vehicular use areas, (a), (2)

Request #2- Relief from the perimeter parking area requirement to place a landscape area on the west side of the existing parking lot. To accommodate the required dimension needed (5 feet) the parking spaces on the west side would need to be removed. The rest of the parking perimeter is sufficiently sized to accommodate the requirement. Sec. 112-31. - Section 6. Requirements for vehicular use areas, (b), (a)

CODE REFERENCE

Sec. 112-31. - Section 6. Requirements for vehicular use areas.

(a) Interior of parking areas. Landscape requirement are shown on Table 6-1.

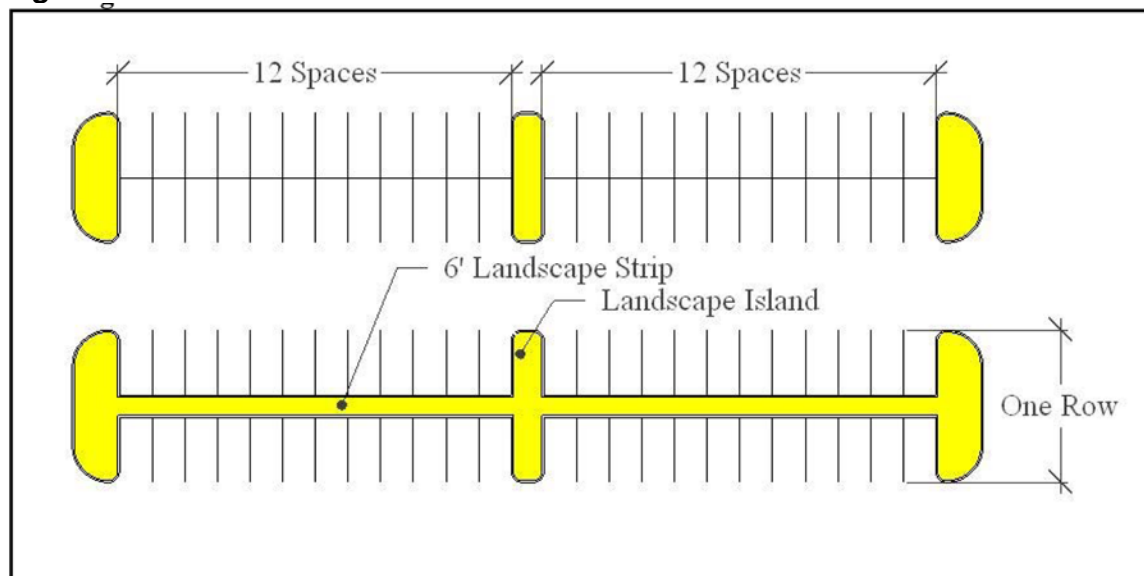
Table 6-1. Minimum Interior Landscaping for Offstreet Parking

Parking Area	Minimum Landscape area
Less than 50,000 square feet	5% of total parking area
More than 50,000 square feet	10% of total parking area

Does not include required perimeter landscape area.

- (1) Parking lots shall be designed so no more than 12 parking stalls shall be in an uninterrupted row. Rows shall be separated with a landscaped area with the minimum dimension of a single parking stall (refer to Appendix A Zoning, Article VIII Off-Street Parking for dimensions).
- (2) The end of each aisle and corner area shall be landscaped. End of aisle shall have minimum dimension of a single parking stall.
- (3) Total number of required canopy trees shall be one tree for each 200 square feet or a fraction thereof, of required landscape area.
- (4) Where two rows of parking spaces are adjacent (head to head) to one another, a landscaped strip with a minimum width of six feet shall be planted along the common boundary to separate the parking stalls. For lots with more than two rows of parking and more than 100 parking spaces, every other row shall have landscaped strip. See Figure 6-1.

Figure 6-1



- (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

<i>Parcel Size</i>	<i>Perimeter Landscaping Width</i>	<i>One Canopy Tree Per</i>
<i>Less than 50,000 square feet</i>	<i>5 feet</i>	<i>175 square feet</i>
<i>More than 50,000 square feet</i>	<i>10 feet</i>	<i>350 square feet</i>

(Ord. No. 2014-1, § 6, 9-16-14)

LANDSCAPE WAIVER ADMINISTRATION

Sec. 112-38. - Section 13. Administration.

- (a) *Administrative appeal process.*
- (1) *Any request for a waiver from the administrative decision regarding this article shall be filed with the director of community development and considered by an appointed three-member hearing panel of the Starkville Tree Advisory Board (STAB). The application shall:*
 - a. *Be filed on forms provided by the community development department.*
 - b. *State clearly, and in detail, waivers requested and reasons therefore.*
 - c. *Be accompanied by sketches, surveys, data, and/or statistical information.*
 - d. *Be accompanied by an application fee, the amount of which shall be determined by the resolution of the mayor and board of aldermen.*
 - (2) *The Starkville Tree Advisory Board may recommend said waiver only if it determines that said waivers are not contrary to the intent of this article and that a literal enforcement of the ordinance standards would be impractical and result in an unreasonable and unnecessary hardship. Economic or financial hardship alone is not exceptional.*
 - (3) *Appeal. A recommendation by the Starkville Tree Advisory Board for a waiver will be placed on the agenda of the city's mayor and board of aldermen for consideration at its next regularly scheduled meeting. Appeals of the decision by the city's mayor*

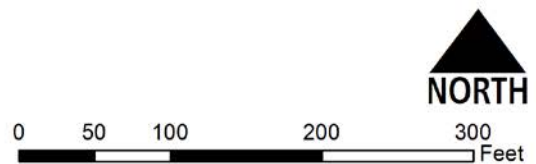
and board of aldermen shall be to a court of competent jurisdiction consistent with state statutes. The appellant is responsible for providing a verbatim transcript of the hearing before the city's mayor and board of aldermen, including all exhibits, the transcribed testimony of witnesses, and the findings of the city's mayor and board of aldermen.

- (b) Minimum requirements. The provisions of this article are for the promotion of the public health, safety, morals and general welfare for the City of Starkville, Mississippi and are considered to be minimum requirements. Wherever the requirements of any other lawfully adopted rules, regulations, ordinances, and deed restrictions or covenants filed of record are not in conflict with the intent and purpose of this article, but impose more restrictive or higher standards, the more restrictive or higher standards shall govern.*
- (c) Enforcement. Violation by any person of the provisions of this article or failure to comply with any of its requirements, after written notification by the building director of the city of the type, nature, and extent of the violation of this article, shall, upon conviction thereof, constitute a misdemeanor.*

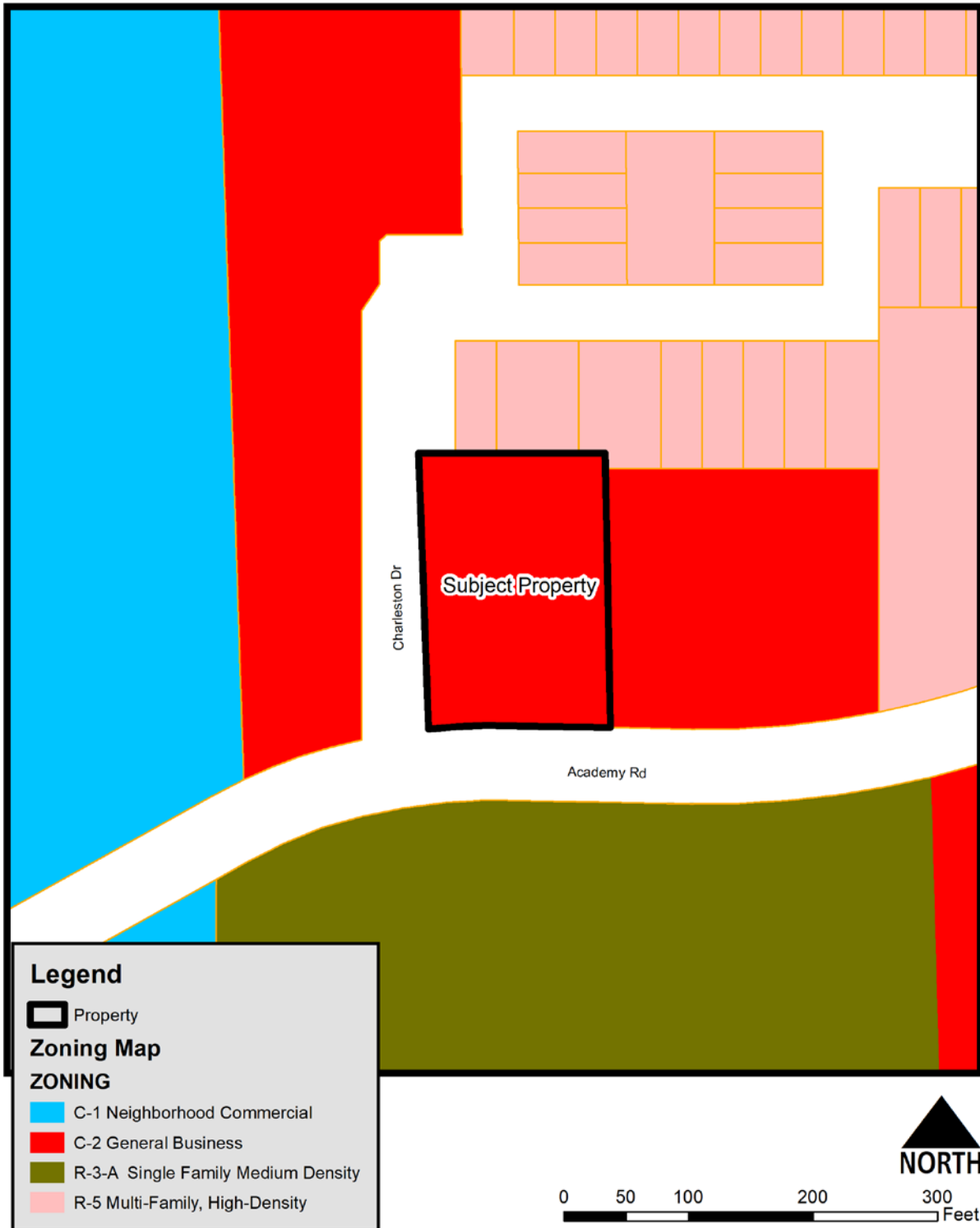
Any person who violates the provisions of this article or fails to comply with any of its requirements within 90 days after having been duly notified in writing, by certified mail, return receipt requested, by the building director of the city, shall, upon conviction, thereof, be fined not more than \$1,000.00. Each day such violation continues shall be considered a new and separate offense. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. No. 2014-1, § 13, 9-16-14)

Attachment 1
LW 19-03 Aerial



Attachment 2
LW 19-03 Zoning



Attachment 3- Landscape Plan



CARTER-MILLER-SANSING, LTD.
ENGINEERING • PLANNING • DESIGN
404 AIRPORT BLVD., SUITE 200
TULSA, OK 74104
PHONE: (918) 483-0001 FAX: (918) 483-1141
DWM/B: C. HARTY

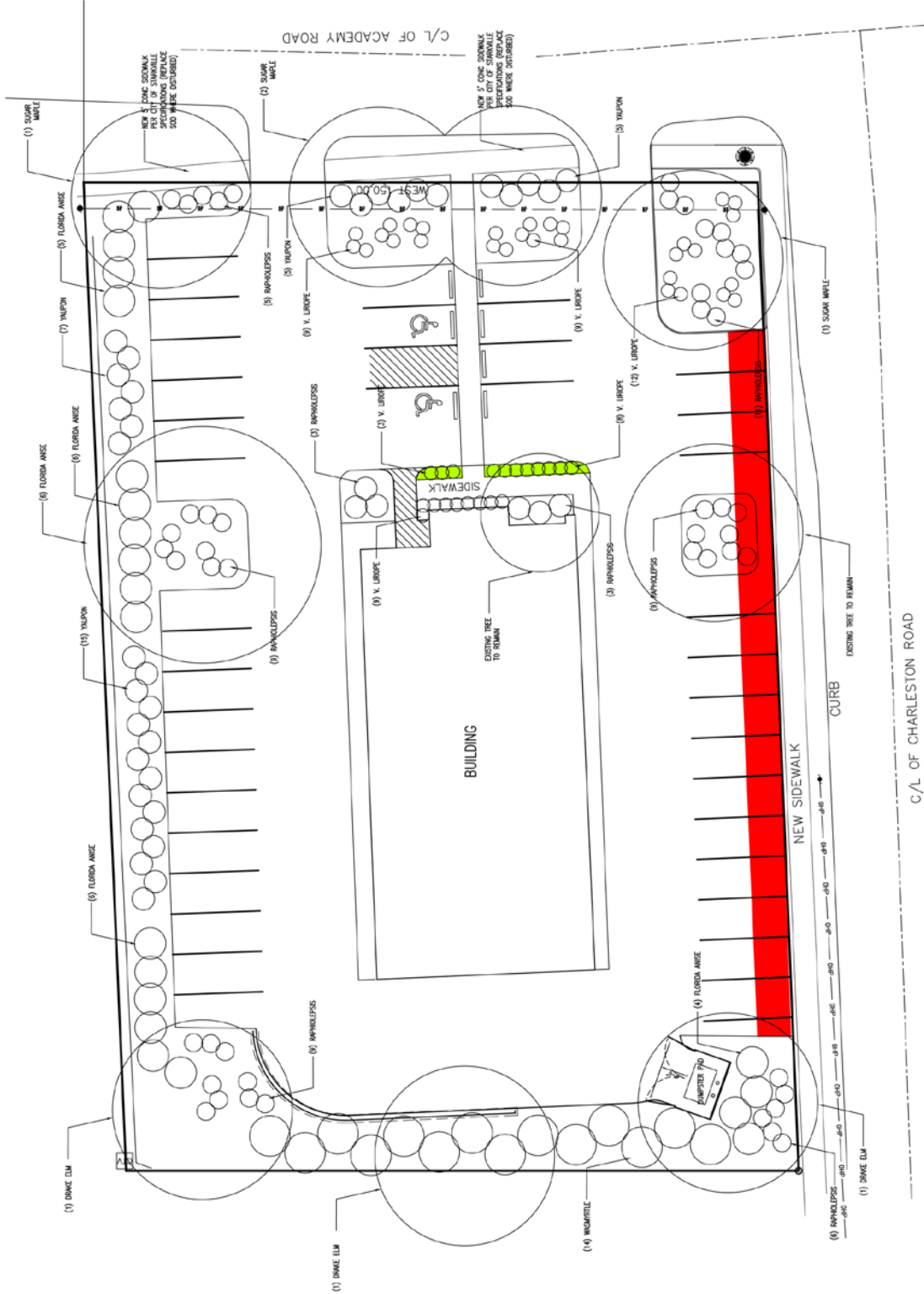
JOB NUMBER: 16-132
DATE: OCTOBER 12, 2016

STARKVILLE CLINIC
GREATER MERIDIAN HEALTH CLINIC
511 ACADEMY RD STARKVILLE, MS

LO

811
Know what's below.
Call before you dig.

LANDSCAPE PLAN
SCALE: 1" = 10'-0"
PARKING SPACES: 36 PLUS 2 HC



Request #1

Request #2



SHRUB PLANTING DTL.

GROUNDCOVER DTL.

- Planting beds for shrubs and groundcovers shall be in accordance with standard horticultural practices; containing proper mixture of topsoil, peat moss, sand, etc. to ensure proper bedding for plant materials.
- Prune and shape trees according to standard horticultural practices for the area.
- Wrap tree trunks of 2" caliper and larger.
- Cuy and stake tree immediately proceeding planting procedures.
- Provide plants of quality, size, genus, species, and variety as shown.
- All trees, shrubs, and groundcovers shall receive a minimum of 3" of shredded cypress mulch.
- All areas disturbed by construction operations not receiving landscaping or hardscaping, shall receive Centipede sod, placed in accordance with specifications from the American Sod Producers Association.
- New sidewalks shall be in accordance with the City of Starkville specifications.
- For additional site information such as contours, utility locations, etc., refer to SITE PLAN.
- Existing trees to remain; existing shrubs to be removed (see EXISTING LANDSCAPE PLAN)

PLANT LIST

COMMON NAME	SCIENTIFIC NAME	QTY	SIZE	COND	REMARKS
Variagated Liriope	Liriope muscari variegata	96	1 Gal	Cont	24" o/c
Indian Hawthorne	Raphiolepis indica 'Jack Evans'	111	3 Gal	Cont	48" o/c
Fountain Grass	Miscanthus sinensis 'Purpureoscens'	16	3 Gal	Cont	36" op/c
Japanese Cleyera	Cleyera japonica	3	5 Gal	Cont	
Sugar Maple	Acer saccharinum	7	12- 14"	B & B	



L1



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 17, 2019
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of accepting the Jeff R. Rosenberg proposal for the Comprehensive Historic Property Reconnaissance Survey to be conducted in the City of Starkville, MS for fiscal year 2019-2020.

AMOUNT & SOURCE OF FUNDING

FY 2019 Budget: \$17,000

CLG Grant:	\$ 8,500 (reimburse)
City Cost:	\$ 6,500 (general funds)
<u>In-kind Cost:</u>	<u>\$ 2,000 (volunteer services: HPC member)</u>
Total:	\$17,000

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

September 4, 2019: Two proposals received by the Mississippi Department of Archives and History.

September 10, 2019: The Starkville Historic Preservation Commission recommends Jeff R. Rosenberg as the consultant for the proposed Comprehensive Historic Property Reconnaissance Survey.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Dr. Simon Kim

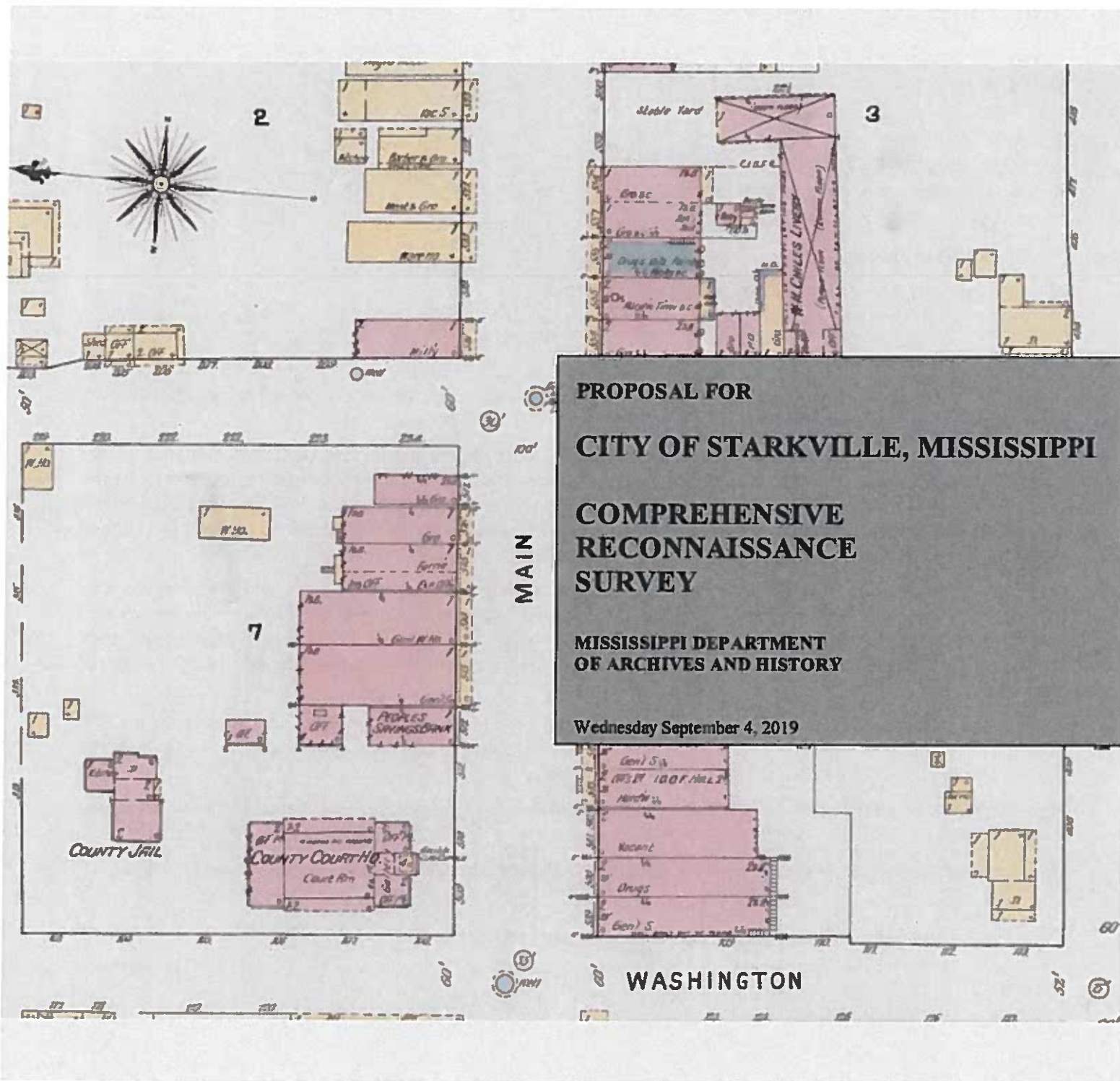
FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the Jeff R. Rosenberg proposal for the proposed Comprehensive Historic Property Reconnaissance Survey with the condition that costs not to exceed \$15,000.

JEFF R. ROSENBERG, CONSULTANT



JEFF R. ROSENBERG, CONSULTANT

September 4, 2019

Mr. Eric Reisman
Survey Manager, Historic Preservation Division
Mississippi Department of Archives and History
P.O. Box 571
Jackson, Mississippi 39205-0571

RE: COMPREHENSIVE SURVEY OF STARKVILLE, MISSISSIPPI

Dear Mr. Reisman,

Thank you for your letter requesting a proposal for a Comprehensive Reconnaissance Survey of Starkville. I am very eager to provide the following proposal.

The preservation of historic fabric of the built environment is crucial to ensure the continued existence of the individual sense of place that makes Starkville unique. The identification and survey of historic resources and the listing of eligible on the National Register is a vital component of this preservation and the Mississippi Department of Archives and History (MDAH) is to be commended for its aggressive approach to surveying Mississippi's cultural resources in the pursuit of nominations. I appreciate the opportunity to propose my services to this cause.

Each survey project will have its own nuances. Having previously completed surveys and National Register Nominations on behalf of MDAH, I have a thorough understanding of the survey process. Additionally, the working relationships that I continue to maintain with MDAH will help ensure that all work performed is consistent with their expectations. If awarded this project, I personally will be leading the efforts in completing the architectural survey of Starkville.

I understand that time is of the essence for this project and I am committed to meeting all deadlines in the RFP package, providing regular progress updates to the MDAH. Any problems encountered will be pointed out early in the process to minimize risk to the overall project delivery schedule.

I exceed the General Requirements as stated in the RFP. I understand the survey requirements and agree to adhere to all standards.

Please review the attached proposal. I would be happy to discuss the proposal further at your convenience.

Thank you for reviewing my qualifications and considering the proposal for this project.

Sincerely,

Jeff R. Rosenberg
Jeff.R.Rosenberg@gmail.com
phone (228) 233-8044 | mobile (401) 440-4491

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Project Approach and Methodology	2
Cost Proposal	3



Jeffrey R. Rosenberg

ROLE ON PROJECT: PRINCIPLE INVESTIGATOR

PHONE: (228) 233-8044 **MOBILE:** (401) 440-4491

1164 Lafayette Street, Biloxi, Mississippi | Jeff.R.Rosenberg@gmail.com

Jeff Rosenberg has over 10 years of expertise in the field of historic preservation. His experience working with State Historic Preservation Offices includes survey assessments, the National Register of Historic Places, Certified Local Government grants, and disaster recovery efforts for cultural resources.

Mr. Rosenberg has completed several architectural surveys, working with various Mississippi municipalities to conduct surveys in accordance with MDAH guidelines.

RELEVANT AND RELATED EXPERIENCE

Surveys & National Register Nominations

- **Mount Olive Historic District. Mount Olive, MS**
- **Quitman Downtown & Mill Historic District. Quitman, MS**
- **Shaw Homestead. Pearl River County, MS**
- **South East Midtown Historic District. Jackson, MS**
- **Upper Midtown Historic District. Jackson, MS**

Principle Investigator & Author - Mr. Rosenberg's responsibilities included the successful completion of intensive-level, comprehensive survey of all resources within the defined boundaries, followed by the creation of a district National Register nomination. The Phase I survey consisted of three major activities: Archival Research, Field Work, and Compilation of Data. Phase II of the project included the creation of a National Register District Nomination to all Mississippi Department of Archives and History (MDAH) and National Park Service standards and requirements which included the creation of an original, fully completed district nomination and a presentation and successful defense of the nomination before Mississippi's National Register Review Board.

EDUCATION

- B.S., Historic Preservation, Roger Williams University, 2006
- A.S., Building Preservation and Restoration Technologies, Belmont College, 2004

LICENSES & CERTIFICATIONS

- Meets National Park Service Standards 36 CFR Part 61 for professional qualifications in Architectural History.
- Certified Interpretive Guide National Association of Interpreters.

YEARS OF EXPERIENCE

- **Total: 10 Years+**

RECOGNITION

- Mississippi Heritage Trust 2010 Trustees' Award for Outstanding Leadership and distinguished service.

MEMBERSHIPS

- Mississippi Heritage Trust
- National Association of Interpreters
- Society for Commercial Archaeology
- Southeastern Society of Architectural Historians
- Vernacular Architecture Forum

RECONNAISSANCE SURVEY

Consultant will conduct a comprehensive survey of Starkville, Mississippi. The project will meet the requirements of the Mississippi Department of Archives and History (MDAH), and the Secretary of the Interior's Standards for Identification.

Areas identified in Attachment B of the RFP will be surveyed first with the purpose to establish recommended boundaries. Additionally, potential historic districts and Individual historic landmarks, located within the area outlined in the RFP, but outside the areas identified in Attachment B will be reviewed for landmark. For each site digital photographs will be taken, and the site will be indicated on an appropriate map.

SURVEY MATERIALS

- **Photographs:** High resolution digital photographs representative of each potential district or landmark will be taken. Each photograph will be clearly labeled. All digital photos will be provided on CD or USB flash drive.
- **Maps:** Prepare appropriate survey maps in accordance with the requirements of the RFP. It is anticipated that the survey maps will be produced using a Google Earth map as the base.
- **Digital Products:** Digital versions of all final survey products will be provided on DVDs or USB flash drive. Maps will be created as Google Earth .KMZ files. Reports will be provided in Adobe Acrobat .PDF format. Photographs will be provided in .JPEG or .TIFF format.



MEETING

Along with a representative of the MDAH HPD, and the consultant will participate in one public meeting in order to present information about the survey project. The meeting will be scheduled at the beginning of the project to inform the public about the upcoming project and to request information from the public about the history of the community and its resources.

SURVEY REPORT

Once the survey field work is completed, a report summarizing the project objectives, methodology, scope of research, area covered, and recommendations for additional research or preservation activity as appropriate will be compiled. Potential historic districts will be analyzed for further National Register eligibility. This report will be prepared per the requirements of the August 2016 revised MDAH Survey Standards.



COST PROPOSAL

SURVEY LABOR

TASK/DELIVERABLE	# OF HOURS	HOURLY RATE	TOTAL
Field Documentation/Photographs	72	\$55.00	\$3,960.00
Research/History	60	\$55.00	\$3,300.00
Determining District Boundaries	30	\$55.00	\$1,650.00
Creating Boundary Maps	30	\$55.00	\$1,650.00
Writing Survey Report	60	\$55.00	\$3,000.00
Public Meeting	1	\$55.00	\$50.00
SUBTOTAL	253		\$13,615.00

SURVEY EXPENSES

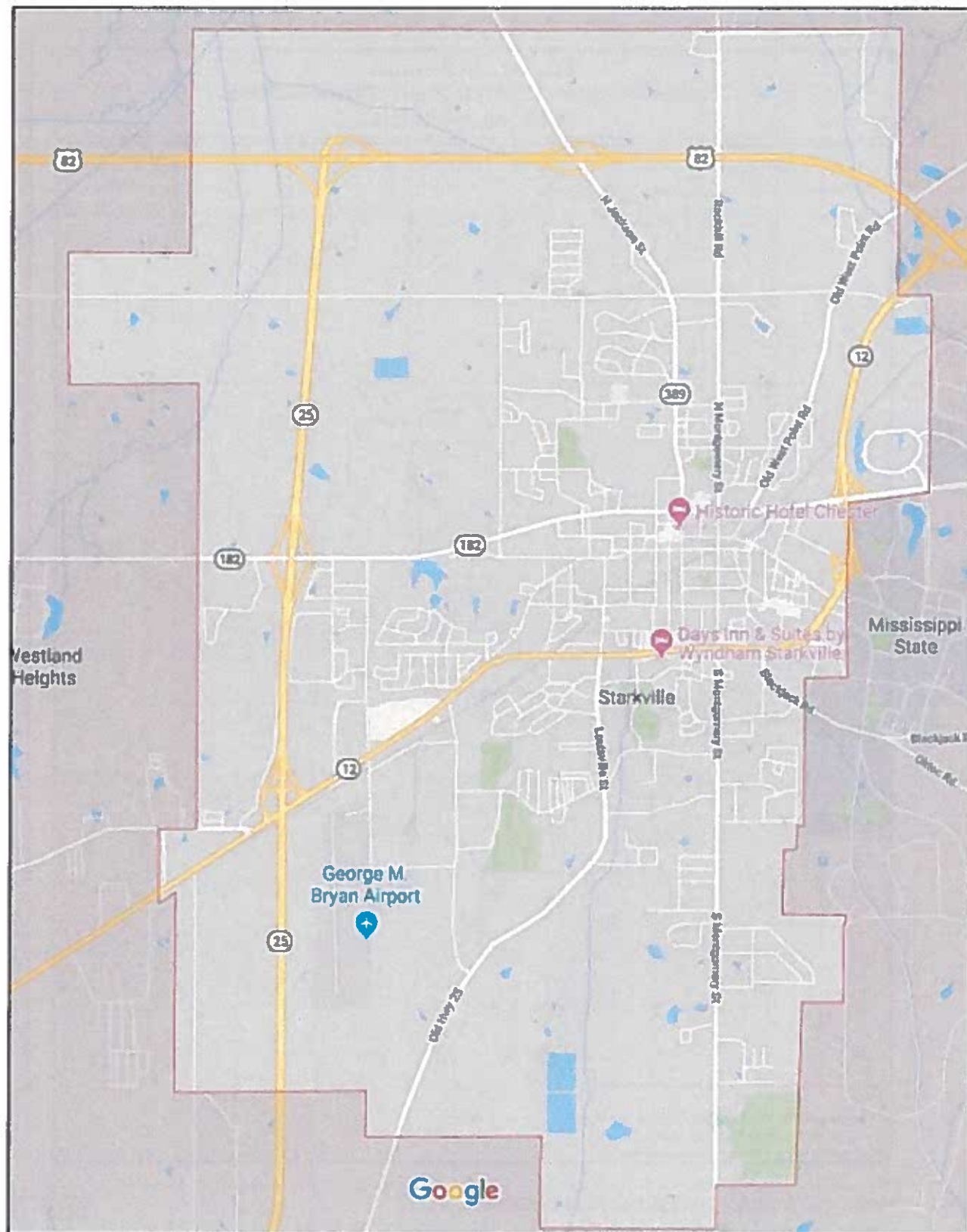
TASK/DELIVERABLE	UNITS	UNIT RATE	TOTAL
Mileage*	1,700	\$ 0.58	\$986.00
Hotel	10	\$100.00	\$1,000.00
Flash Drive for Digital Content	2	\$ 20.00	\$20.00
EXPENSE TOTAL			\$2,006.00

GRAND TOTAL

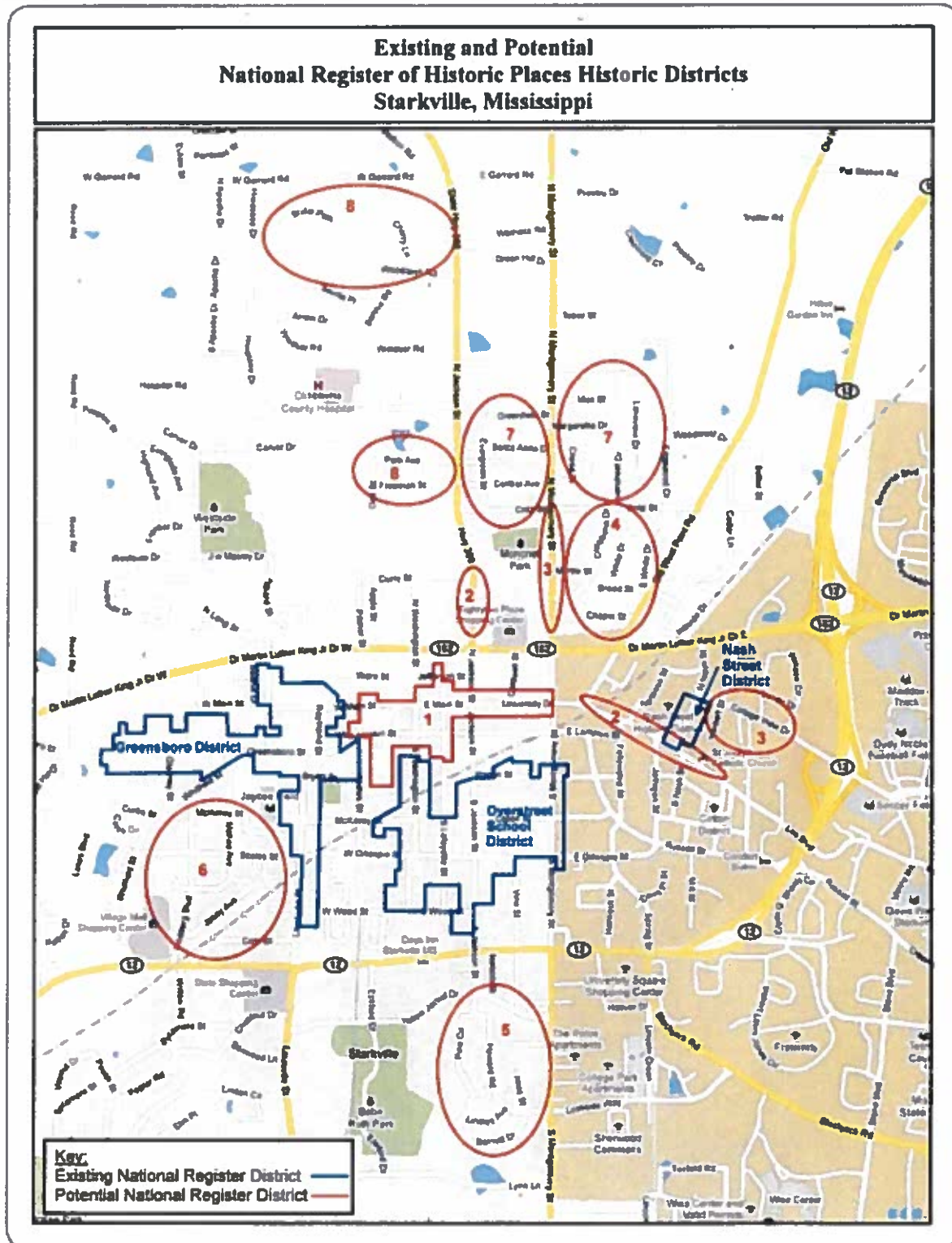
\$15,621.00

*Mileage to be charged at IRS reimbursable rate. All other expenses to be reimbursable based on actual cost.

Attachment A: Incorporated boundaries of the City of Starkville



Attachment B: Areas previously identified for historic potential





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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: September 17, 2019
PAGE: Page 1 of 5

SUBJECT:

Discussion and consideration of the approval for Historic Preservation Member Debbie Nettles to travel to Biloxi, MS for the Historic Preservation Division of the Mississippi Department of Archives and History's required training.

This meeting, scheduled on September 24th from 10:00 AM to 1:00 PM, will satisfy required continuing education units (CLE) for Historic Preservation members that Starkville must meet as a Certified Local Government (CLG) community.

AMOUNT & SOURCE OF FUNDING

Hotel:	\$ 93.00
Mileage	<u>\$ 262.00</u>
Total:	\$ 355.00

Funding Lines: 001-190-690-553

REQUESTING
DEPARTMENT: Community Development

DIRECTOR'S
AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to allow Historic Preservation Commission Member Debbie Nettles to travel to Biloxi, MS for the Historic Preservation Division of the Mississippi Department of Archives and History's required training with advanced payment for travel costs not to exceed \$355.00.

2019 CLG

Biloxi - Regional Certified Local Government Training

Join MDAH in Biloxi for Certified Local Government Regional Training on Tuesday, September from 10 am-1 pm at the Biloxi Visitors' Center at 1050 Beach Blvd, Biloxi, MS 39530.

Historic Preservation Commissions work closely with the local aspect of local survey, designation, and design review, but communities can be a strong partner with the Mississippi Department of Archives and History and the National Park Service if they understand the tools at their disposal. James Bridgforth (National Register Coordinator), Meredith Massey (Certified Local Government Coordinator) and Barry White (Deputy Director) will impart practical steps and methods for preserving some of your communities most valuable resources.

This unique training opportunity will provide a discussion-based atmosphere to delve into topics that HPC face in their work to preserve their communities, particularly in the areas of the National Register of Historic Places, preserving the recent past, and the economics of historic preservation.

Although there is no fee, we do ask that you register in order to know how many people to expect.

This is the last chance for HPC members to receive training from MDAH in this fiscal year. remember at least 1 commissioner has to attend a training session each year for your CLG to remain in good standing.

Date: 09/24/2019 (Tue.)

Time: 10:00am - 1:00pm CDT

Location: 1050 Beach Blvd, Biloxi, MS 39530

Created by: MC MDAH CLG 

Already signed up? You can [change your sign up](#).

Available Slot

Submit and Sign Up



Your Upcoming Stay

Hampton Inn Biloxi

[1138 Beach Boulevard](#)

[Biloxi MS 39530, US](#)

T: 12284359010

Confirmation #97779508

Mon

23

September

Check In: 3:00PM

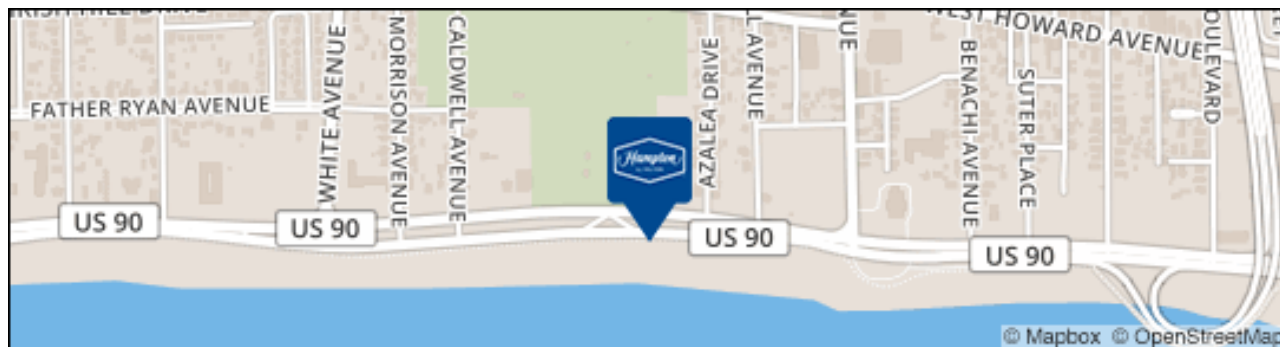
1 night

Tue

24

September

Check Out: 11:00AM



Your Room Information

2 QUEEN BEDS NONSMOKING

Rooms: 1

Guests: 1 Adult

Your Rate Information

State Government

Rate per night

Sep-23-2019 - Sep-24-2019

94.00 USD

Total for Stay per Room Rate **94.00 USD**

Taxes 11.28 USD

Total price for Stay **105.28 USD**



Your Stay Benefits



Experience Dining



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 09/17/2019
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2018 – 2019 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending Sept. 11, 2019 is \$2,257,042.84
Of which the claims amount for Starkville Utilities is \$1,051,480.57

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of September 11, 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 09/05/2019 - 09/12/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
FUELMAN / FLEETCOR	NP56858057	09/05/2019	FUEL REPORT 08/26/19 - 09/01/19	001-000-053-206	854.02
FUELMAN / FLEETCOR	NP56858057	09/05/2019	FUEL REPORT 08/26/19 - 09/01/19	001-000-054-205	1,116.84
FUELMAN / FLEETCOR	NP56898479	09/10/2019	FUEL REPORT 09/02/19 - 09/08/19	001-000-053-206	863.03
FUELMAN / FLEETCOR	NP56898479	09/10/2019	FUEL REPORT 09/02/19 - 09/08/19	001-000-054-205	808.15
Outstanding Total:					3,642.04
Paid					
FANNISHA JONES	1349198-08.19	09/05/2019	REST. FROM X. COLLIER/DKT#1349198	001-000-149-691	30.00
Paid Total:					30.00
Department 000 - UNDESIGNATED Total:					3,672.04
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	001-100-604-330	188.19
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-100-604-330	77.34
Outstanding Total:					265.53
Department 100 - BOARD OF ALDERMEN Total:					265.53
Department: 110 - MUNICIPAL COURT					
Outstanding					
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	001-110-604-330	35.04
MAXXSOUTH BROADBAND	INV0030332	09/05/2019	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-110-604-330	77.34
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,161.00
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-376	108.50
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-377	369.00
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-378	282.00
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-382	17,766.50
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-385	774.00
MS DEPT OF PUBLIC SAFETY	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-386	3,085.75
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-387	3,145.75
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-389	50.00
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-393	114.25
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-395	92.25
MS DEPT OF PUBLIC SAFETY	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-396	510.00

Expense Approval Report

Post Dates: 09/05/2019 - 09/12/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MS DEPT OF PUBLIC SAFETY	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-397	65.00
STATE TREASURER	08.2019	09/05/2019	AUGUST 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-398	3,866.75

Outstanding Total: 31,531.25

Department 110 - MUNICIPAL COURT Total: 31,531.25

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	09.17.19	09/05/2019	ACCT #2490 AUGUST 2019	001-111-604-330	127.77
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Outstanding Total: 127.77

Department 111 - YOUTH COURT Total: 127.77

Department: 120 - MAYORS OFFICE

Outstanding

SLAUGHTER & ASSOCIATES, PLLC	08.20.19	09/05/2019	ANNEXATION STUDY	001-120-600-300	9,640.82
CADENCE VISA	013274	09/05/2019	WATER & SOFT DRINKS	001-120-503-202	37.14
SOUTHERN TELECOMMUNICATIONS	09.17.19	09/05/2019	ACCT #2490 AUGUST 2019	001-120-604-330	155.01
MAXXSOUTH BROADBAND	INV0030332	09/05/2019	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-120-604-330	77.34
ENGRAVING AWARDS GIFTS	385365	09/05/2019	200 LAPEL PINS	001-120-691-550	402.00
CANON SOLUTIONS AMERICA	4030357400	09/11/2019	JME15733	001-120-604-330	39.38
CANON SOLUTIONS AMERICA	4030367681	09/11/2019	NZG06107	001-120-604-330	37.16
PETTY CASH VOUCHERS	INV0030351	09/10/2019	CCO OFFICE SUPPLIES, BOA WATERS	001-120-503-202	10.05

Outstanding Total: 10,427.02

Department 120 - MAYORS OFFICE Total: 10,427.02

Department: 123 - IT

Outstanding

HOWARD INDUSTRIES	19-00860921	09/05/2019	MICROSOFT OFFICE 2019 & IDENTITY MANAGER	001-123-630-400	367.00
HOWARD INDUSTRIES	19-00860922	09/05/2019	ADOBE ACROBAT STANDARD 2017	001-123-630-400	321.00
HOWARD INDUSTRIES	19-00151135	09/05/2019	3 YR LIMITED HARDWARE WARRANTY W/ONSITE RESPONSE	001-123-630-400	1,020.00
WAWKAWAY DISTRIBUTORS, INC	53875	09/05/2019	3 FIVE GALLON BOTTLES OF WATER	001-123-691-550	24.30
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	001-123-604-330	190.59
SOUTHERN TELECOMMUNICATIONS	09.17.19	09/05/2019	ACCT #2490 AUGUST 2019	001-123-604-330	75.03
MAXXSOUTH BROADBAND	INV0030332	09/05/2019	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0030333	09/05/2019	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	440.00
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-123-604-330	77.34
BLUIP, INC.	81528	09/05/2019	SEPT. 2019 SERVICES	001-123-604-330	1,515.56

Outstanding Total: 4,058.94

Department 123 - IT Total: 4,058.94

Department: 142 - CITY CLERKS OFFICE

Outstanding

EXPRESS EMPLOYMENT PROFESSIONALS	22851219	09/10/2019	ACCT #25180089 D.TOMLINSON	001-142-600-338	350.00
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Outstanding Total: 350.00

Department 142 - CITY CLERKS OFFICE Total: 350.00

Expense Approval Report

Post Dates: 09/05/2019 - 09/12/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	001-145-604-330	47.64
SOUTHERN TELECOMMUNICATIONS	09.17.19	09/05/2019	ACCT #2490 AUGUST 2019	001-145-604-330	37.51
QUILL CORPORATION	9780752	09/05/2019	INK, CORRECTION TAPE, COPY PAPER	001-145-501-200	234.41
QUILL CORPORATION	9821560	09/05/2019	INK, POST ITS, DUSTER, GLUE STICK	001-145-501-200	45.23
MAXXSOUTH BROADBAND	INV0030332	09/05/2019	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
UNIVERSITY SCREENPRINT	850	09/05/2019	10 POLO SHIRTS	001-145-501-200	81.96
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-145-604-330	73.34
PETTY CASH VOUCHERS	INV0030351	09/10/2019	CCO OFFICE SUPPLIES, BOA WATERS	001-145-501-200	16.81
Outstanding Total:					565.02
Department 145 - OTHER ADMINISTRATIVE Total:					565.02
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1006475	09/05/2019	LEANNE MCGARR BOND	001-159-620-371	175.00
Outstanding Total:					175.00
Department 159 - BONDING-CITY EMPLOYEES Total:					175.00
Department: 169 - LEGAL					
Outstanding					
ROB ROBERSON	INV0030337	09/05/2019	VS LACI BROWN	001-169-600-309	200.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	378715	09/10/2019	LITIGATED MATTERS	001-169-600-312	2,296.90
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	379892	09/10/2019	GENERAL MATTERS	001-169-600-302	11,571.10
Outstanding Total:					14,068.00
Department 169 - LEGAL Total:					14,068.00
Department: 180 - HUMAN RESOURCES					
Outstanding					
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	001-180-604-330	50.92
MAXXSOUTH BROADBAND	INV0030332	09/05/2019	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
COMMERCIAL DISPATCH, THE	INV0030345	09/10/2019	ADVERTISING	001-180-610-340	324.00
Outstanding Total:					403.04
Paid					
TYLER TECHNOLOGIES	045-275704	09/05/2019	EXECUTIME TRAINING	001-180-691-505	100.00
TYLER TECHNOLOGIES	045-275704-R	09/05/2019	EXECUTIME TRAINING	001-180-691-505	-100.00
Paid Total:					0.00
Department 180 - HUMAN RESOURCES Total:					403.04
Department: 190 - CITY PLANNER					
Outstanding					
SEWAH STUDIOS, INC.	38665	09/11/2019	OKTIBBEHA GARDENS HISTORICAL MARKER	001-190-607-607	2,040.00
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	001-190-604-330	137.24
MAXXSOUTH BROADBAND	INV0030332	09/05/2019	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
UNIVERSITY SCREENPRINT	850	09/05/2019	10 POLO SHIRTS	001-190-535-233	59.97
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-190-604-330	77.33
CANON SOLUTIONS AMERICA	4030357400	09/11/2019	JME15733	001-190-604-330	39.38
CANON SOLUTIONS AMERICA	4030369167	09/11/2019	DRL72630	001-190-604-330	6.05

Expense Approval Report

Post Dates: 09/05/2019 - 09/12/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MUNICODE	3327445	09/05/2019	ADMINISTRATIVE SUPPORT F	001-190-690-554	350.00
Outstanding Total:					2,738.09
Department 190 - CITY PLANNER Total:					2,738.09
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	4028797377	09/05/2019	CITY HALL 08.27.19	001-192-510-220	11.22
NORTHEAST EXTERMINATING	353946	09/05/2019	CITY HALL 08.28.19	001-192-600-338	45.00
PETTY CASH VOUCHERS	INV0030336	09/05/2019	TRASH BAGS	001-192-510-220	11.77
CINTAS	4029230009	09/05/2019	CITY HALL 09.03.19	001-192-510-220	239.02
LIGHTS & BALLASTS, LLC	219149	09/10/2019	EXTERIOR LIGHTS-CITY HALL	001-192-630-403	275.00
CINTAS	4029852513	09/11/2019	CITY HALL 09.10.19	001-192-510-220	11.22
STARKVILLE UTILITIES	INV0030354	09/11/2019	UTILITY BILLS BY DEPT	001-192-625-380	6,477.62
Outstanding Total:					7,070.85
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					7,070.85
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	08.19	09/05/2019	AUGUST 2019 LANDSCAPE SVC/CEMETARY	001-196-630-402	1,700.00
HAMPTON YOUNG CORP.	08.19	09/05/2019	AUGUST 2019 LANDSCAPE SVC/CEMETARY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	08.19	09/05/2019	AUGUST 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					
NEEL-SCHAFER	1060013	09/05/2019	PROF SVC JULY 2019 -AS NEEDED TRANSPORTION	001-197-600-308	944.61
MAXXSOUTH BROADBAND	INV0030332	09/05/2019	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-197-604-330	77.33
CANON SOLUTIONS AMERICA	4030357400	09/11/2019	JME15733	001-197-604-330	39.38
FUELMAN / FLEETCOR	NP56858057	09/05/2019	FUEL REPORT 08/26/19 - 09/01/19	001-197-525-231	56.86
TRUSTMARK NATIONAL BANK	09.27.19	09/05/2019	#93894/ 2 TACOMAS	001-197-820-874	421.19
TRUSTMARK NATIONAL BANK	09.27.19	09/05/2019	#93894/ 2 TACOMAS	001-197-830-873	15.76
Outstanding Total:					1,583.25
Department 197 - ENGINEERING Total:					1,583.25
Department: 201 - POLICE DEPARTMENT					
Outstanding					
DANNY MCCLUSKEY TOWING	1485	09/10/2019	TOW DODGE CHALLENGER TO IMPOUND LOT	001-201-600-300	95.00
DANNY MCCLUSKEY TOWING	1487	09/10/2019	TOW PATROL CAR 7325 TO TRI STARR	001-201-600-300	55.00
DANNY MCCLUSKEY TOWING	1488	09/10/2019	TOW HONDA ACCORD TO IMPOUND LOT	001-201-600-300	55.00
DANNY MCCLUSKEY TOWING	1489	09/10/2019	TOW WHITE JAGUAR	001-201-600-300	80.00
HOWARD INDUSTRIES	19-00865589	09/05/2019	3 POWER ADAPTERS	001-201-501-200	420.00
AT&T-NCIC MONITOR LINE	08.14.19	09/10/2019	ACCT#662-615-1467 637 059	001-201-604-330	38.01
BRISLIN, INC	191152	09/10/2019	AC REPAIRS AT PD	001-201-630-426	106.00
TRI-TECH FORENSICS	192547	09/11/2019	25 BLOOD/URINE KITS	001-201-556-251	179.80
BOB'S MOBILE RADIO	315967	09/10/2019	INSTALL PUSH BUMPER ON P17 & P8	001-201-630-360	1,080.00
TIER 1 COMBAT SHOOTING	INV0030339	09/05/2019	TRAINING COURSE-DYLAN BOWERS REGISTRATION	001-201-690-552	200.00
MSU COLLEGE OF VETERINARY MEDICINE	326034	09/10/2019	EUTHANIZE 5 SICK RACCOONS	001-201-600-300	55.62
MID-SOUTH UNIFORM & SUPPLY, INC	595273	09/05/2019	3 COLLAR BRASS BUGLES	001-201-535-233	17.01

Expense Approval Report

Post Dates: 09/05/2019 - 09/12/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	001-201-604-330	2,045.34
DANNY MCCLUSKEY TOWING	1423	09/10/2019	TOW JEEP COMMANDER TO IMPOUND LOT	001-201-600-300	55.00
R&M TIRES	1123051	09/10/2019	S-10 MOUNT & BALANCE TIRE, ALIGNMENT, OIL CHAN	001-201-630-360	156.00
CINTAS FIRST AID & SAFETY	5014610642	09/10/2019	RESTOCK MEDICINE CABINET	001-201-501-200	232.27
MID-SOUTH UNIFORM & SUPPLY, INC	595348	09/10/2019	16 POLICE VESTS	001-201-535-233	3,337.50
UPS STORE 3702	6672	09/11/2019	GROUND SHIPPING	001-201-604-330	48.88
WAI-MART-GENERAL CITY	02067	09/11/2019	FILES, PENS, GLUE GUN, FILE CRATE, DARE	001-201-501-200	42.89
SOUTHERN TELECOMMUNICATIONS	09.17.19	09/05/2019	ACCT #2490 AUGUST 2019	001-201-604-330	112.54
R&M TIRES	1123078	09/10/2019	S-46 OIL CHANGE LABOR, REPAIR FLAT, ALIGNMENT, EUTHANIZE RACCOON	001-201-630-360	153.00
MSU COLLEGE OF VETERINARY MEDICINE	326329	09/10/2019	PANTS AND SHIRTS	001-201-600-300	8.12
MID-SOUTH UNIFORM & SUPPLY, INC	595399	09/10/2019		001-201-535-233	310.82
GTPDD PHARMACY	20406	09/10/2019	MEDS FOR JAMELIA LUCIOUS	001-201-541-240	5.00
CARYL PRITCHARD	INV0030344	09/10/2019	REIMB PURCHASE OF 3 KEYBOARD TRAYS	001-201-501-200	216.00
MID-SOUTH UNIFORM & SUPPLY, INC	595718	09/10/2019	BATTERIES, NAME PLATES, PADDLE HOLSTER, MAG HOLDER	001-201-535-233	1,883.20
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-201-604-330	77.33
CANON SOLUTIONS AMERICA	4030359157	09/11/2019	JMQ18879	001-201-635-369	133.00
CANON SOLUTIONS AMERICA	4030365626	09/11/2019	JMQ18878	001-201-635-369	143.69
JAN-PRO OF MS	862969	09/10/2019	SEPT. 2019 JANITORIAL SVCS- POLICE DEPT.	001-201-630-426	756.00
FUELMAN / FLEETCOR	NP56858057	09/05/2019	FUEL REPORT 08/26/19 - 09/01/19	001-201-525-231	2,002.43
OKTIBBEHA COUNTY SHERIFF'S OFFICE	09.03.19	09/10/2019	FEEDING INMATES AUGUST 2019	001-201-541-237	10,950.00
GTPDD PHARMACY	20475	09/10/2019	MEDS FOR MATTHEW DAVIS	001-201-541-240	13.08
SULLIVAN'S OFFICE SUPPLY, INC.	48187	09/11/2019	STORAGE CRATES	001-201-501-200	69.98
WAI-MART-GENERAL CITY	04653	09/11/2019	BATTERIES, SURGE STRIP, EXT. CORDS, FAN	001-201-556-251	91.14
R&M TIRES	1123194	09/10/2019	S-43 OIL CHANGE & LABOR	001-201-630-360	47.50
TRI-STARR MUFFLER & BRAKE	993544	09/11/2019	#47 FAN ASSEMBLY, WINDOW SWITCH	001-201-630-360	216.05
BELL BUILDING SUPPLY, INC.	266999	09/10/2019	2 MARKING SPRAYS, PLUMB BOB	001-201-556-251	15.83
COVERT TRACK GROUP, INC	34108	09/10/2019	RENEW SURVEILLANCE PHONE APP	001-201-604-330	720.00
FUELMAN / FLEETCOR	NP56898479	09/10/2019	FUEL REPORT 09/02/19 - 09/08/19	001-201-525-231	2,060.69
MS LAW RESEARCH INSTITUT	INV0030349	09/10/2019	6 AFFIDAVIT BOOKS	001-201-556-251	240.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0030352	09/11/2019	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-201-625-380	4.00
STARKVILLE UTILITIES	INV0030354	09/11/2019	UTILITY BILLS BY DEPT	001-201-625-380	3,619.67
Outstanding Total:					32,225.72
Paid					
HOLIDAY INN EXPRESS	2019-0114	09/05/2019	HOTEL/LESS LETHAL COURSE/CHARLIE JONES	001-201-690-552	235.89
SAFARILAND LTD., INC.	INV0030341	09/05/2019	REGISTRATION CHARLIE JONES/LESS LETHAL COURSE	001-201-690-552	495.00
Paid Total:					730.89
Department 201 - POLICE DEPARTMENT Total:					32,956.61

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 261 - FIRE DEPARTMENT					
Outstanding					
SUNBELT FIRE APPARATUS	120320	09/11/2019	PUMP TESTING	001-261-630-360	195.00
SUNBELT FIRE APPARATUS	120321	09/11/2019	PUMP TESTING	001-261-630-360	195.00
SUNBELT FIRE APPARATUS	120319	09/11/2019	PUMP TESTING	001-261-630-360	535.00
SUNBELT FIRE APPARATUS	120322	09/11/2019	PUMP TESTING	001-261-630-360	195.00
SUNBELT FIRE APPARATUS	120323	09/11/2019	PUMP TESTING	001-261-630-360	195.00
SUNBELT FIRE APPARATUS	120324	09/11/2019	PUMP TESTING	001-261-630-360	195.00
DR. BENJAMIN WAX-JMT	105	09/10/2019	TRAINING SESSIONS	001-261-600-390	1,800.00
NORTHEAST EXTERMINATING	353282	09/05/2019	FIRE STATION # 1 / 08.14.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	353319	09/05/2019	FIRE STATION # 2/ 08.14.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	353320	09/05/2019	FIRE STATION #3 / 08.14.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	353331	09/05/2019	FIRE STATION # 4 / 08.14.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	353663	09/05/2019	FIRE STATION #5 / 08.14.19	001-261-558-269	22.00
THOMPSON PUBLISHING GROUP	PC370050442	09/11/2019	PARTS FOR E4	001-261-630-360	256.23
NORTHEAST EXTERMINATING	354162	09/05/2019	STATION # 4 /TERMINTE CONT. RENEWAL	001-261-558-269	100.00
MAXXSOUTH BROADBAND	INV0030334	09/05/2019	ACCT #8282 41 101 0005495	001-261-604-330	180.90
S&K DOOR AND SPECIALTY COMPANY, INC.	68775	09/05/2019	FIRE STATION #2 SERVICE CALL TO REPAIR DOOR AT STATION 4	001-261-558-269	220.00
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	001-261-604-330	177.89
SOUTHERN TELECOMMUNICATIONS	09.17.19	09/05/2019	ACCT #2490 AUGUST 2019	001-261-604-330	5,148.10
PAX HAT CO.	2100	09/05/2019	80 HATS	001-261-535-233	800.00
TJ CHEMICALS & SUPPLIES	2298	09/11/2019	WASH & WAX AND BLACK MAGIC TIRE WET	001-261-630-360	633.00
STATE FIRE ACADEMY	27500	09/05/2019	FIRE SVC INSTRUCTOR/J. DIAZ & N. PEARSON	001-261-600-390	1,200.00
PITTS SIGN COMPANY	08.30.19	09/05/2019	PARKING SIGN & RETIREES NAMES ON WALL	001-261-558-269	155.00
STATE FIRE ACADEMY	27538	09/05/2019	FIRE SVC INSTRUCTOR/K. WILSON	001-261-600-390	600.00
HUNTER MCBRIDE	INV0030330	09/05/2019	REIMB MEALS FOR NFPA TRAINING	001-261-600-390	24.57
LEVI THOMPSON	INV0030331	09/05/2019	REIMB MEALS FOR NFPA TRAINING	001-261-600-390	38.47
MITCH GRAVES	INV0030335	09/05/2019	REIMB MEALS AT NFPA TRAINING	001-261-600-390	25.19
STEVEN LANE	INV0030338	09/05/2019	REIMB MEALS FOR NFPA TRAINING	001-261-600-390	38.47
ZAKING HAWKINS	INV0030340	09/05/2019	REIMB MEALS FOR NFPA TRAINING	001-261-600-390	25.19
TIBERIUS LAMPKIN	INV0030355	09/11/2019	REIMB MEALS FOR NFPA 100	001-261-600-390	35.40
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-261-604-330	77.33
AMAZON CAPITAL SERVICES, INC.	14Q4-CN9F-PDLQ	09/05/2019	SCREEN PROTECTOR	001-261-555-250	39.43
FUELMAN / FLEETCOR	NP56858057	09/05/2019	FUEL REPORT 08/26/19 - 09/01/19	001-261-525-231	902.59
WAI-MART-GENERAL CITY	08874	09/05/2019	LIGHTBULBS	001-261-555-250	34.85
AMAZON CAPITAL SERVICES, INC.	1CK4-GRP1-G13X	09/05/2019	SCREEN PROTECTOR & BLUETOOTH KEYBOARD	001-261-555-250	78.89
STEIN MCMULLEN	22054	09/11/2019	REIMB DUES FOR INT. ASSOC OF ARSON INVESTIGATORS	001-261-690-555	125.00
WAI-MART-GENERAL CITY	04655	09/11/2019	RAIN-X	001-261-555-250	24.85
BELL BUILDING SUPPLY, INC.	266739	09/10/2019	2 WOOD SHIMS	001-261-555-250	4.18
CHASE NEWMAN	INV0030324	09/05/2019	REIMB MEALS FOR FIRE ACADEMY	001-261-600-390	35.27
BELL BUILDING SUPPLY, INC.	266856	09/10/2019	4 METAL CUTOFF WHEELS, 8 WALLBOARD NYLON	001-261-555-250	34.56

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE FIRE ACADEMY	27580	09/11/2019	DRIVER OPERATOR TRAINING/B. EDWARDS	001-261-600-390	675.00
LOWE'S-FIRE	908259	09/05/2019	2 REFRIGERATOR FILTERS	001-261-558-269	94.98
THOMPSON MACHINERY	RP17248	09/11/2019	REPAIR E4	001-261-630-360	3,303.88
FUELMAN / FLEETCOR	NP56898479	09/10/2019	FUEL REPORT 09/02/19 - 09/08/19	001-261-525-231	640.91
LEVI THOMPSON	INV0030348	09/10/2019	REIMB MEALS FOR HAZMAT FINAL	001-261-600-390	14.41
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0030352	09/11/2019	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-261-625-380	5.00
STARKVILLE UTILITIES	INV0030354	09/11/2019	UTILITY BILLS BY DEPT	001-261-625-380	1,105.86
ATMOS ENERGY	INV0030359	09/11/2019	# 3018177204 / FIRESTATION	001-261-625-380	51.04

Outstanding Total: 20,326.44

Department 261 - FIRE DEPARTMENT Total: 20,326.44

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	001-281-604-330	133.09
MAXXSOUTH BROADBAND	INV0030332	09/05/2019	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
UNIVERSITY SCREENPRINT	850	09/05/2019	10 POLO SHIRTS	001-281-535-233	56.97
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-281-604-330	77.33
CANON SOLUTIONS AMERICA	4030357400	09/11/2019	JME15733	001-281-604-330	39.38
TRUSTMARK NATIONAL BANK	09.27.19	09/05/2019	#93894/ 2 TACOMAS	001-281-820-874	421.19
TRUSTMARK NATIONAL BANK	09.27.19	09/05/2019	#93894/ 2 TACOMAS	001-281-830-873	15.76
FUELMAN / FLEETCOR	NP56898479	09/10/2019	FUEL REPORT 09/02/19 - 09/08/19	001-281-525-231	64.59

Outstanding Total: 836.42

Department 281 - BUILDING/CODES OFFICE Total: 836.42

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0030354	09/11/2019	UTILITY BILLS BY DEPT	001-290-625-380	30.30
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Outstanding Total: 30.30

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 30.30

Department: 301 - STREET DEPARTMENT

Outstanding

LEE'S PRECAST CONCRETE, IN	123697	09/10/2019	GRADE RINGS AND COVER	001-301-560-270	590.00
STARKVILLE AUTO PARTS	125849	09/11/2019	PRIMARY WIRES	001-301-630-360	31.47
STARKVILLE AUTO PARTS	125868	09/11/2019	FUEL HOSE, CABLE TIES	001-301-630-360	12.94
STARKVILLE AUTO PARTS	125893	09/11/2019	FLASHER, OIL FILTER, AIR FILTER, 8 CYL RESTOER	001-301-630-360	31.96
STARKVILLE AUTO PARTS	INV0030353	09/11/2019	THREAD LOCK RED	001-301-630-360	7.49
STARKVILLE AUTO PARTS	126037	09/11/2019	EGR VALVE, SOLENOID	001-301-630-360	286.98
STARKVILLE AUTO PARTS	126053	09/11/2019	IGNITION WIRE SET, BATTERY	001-301-630-360	156.98
STARKVILLE AUTO PARTS	126070	09/11/2019	SNAP RING PLIERS	001-301-555-250	38.99
STARKVILLE AUTO PARTS	126076	09/11/2019	RELAY	001-301-630-360	54.99
STARKVILLE AUTO PARTS	126123	09/11/2019	OIL FILLER CAP	001-301-630-360	17.98
STARKVILLE AUTO PARTS	126184	09/11/2019	WIRE TERMINAL, TOOLS	001-301-630-360	24.38
STARKVILLE AUTO PARTS	126185	09/11/2019	VEHICLE PARTS	001-301-630-360	5.59
APAC-MISSISSIPPI, INC	4000090236	09/05/2019	ASPHALT	001-301-560-270	127.89
APAC-MISSISSIPPI, INC	4000090311	09/05/2019	ASPHALT	001-301-560-270	80.12
FASTENAL COMPANY	MSSTA87627	09/10/2019	6 DIAMOND BLADES	001-301-555-250	389.94
STARKVILLE AUTO PARTS	126488	09/11/2019	BOSCH STARTER	001-301-630-360	282.99
OKTIBBEHA COUNTY COOPERATIVE	580598	09/05/2019	FLY TRAPS	001-301-630-360	29.94
STARKVILLE AUTO PARTS	126528	09/11/2019	AIR FILTER, HYDAULIC, CFI FU	001-301-630-360	164.35
STARKVILLE AUTO PARTS	126539	09/11/2019	OIL ABSORBENT	001-301-630-360	29.97
STARKVILLE AUTO PARTS	126541	09/11/2019	OIL, FILTER, AIR FILTER, PLUG	001-301-630-360	129.90
STARKVILLE AUTO PARTS	126544	09/11/2019	5 5 GALLON PAILS OF HYD FLUID	001-301-630-360	159.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE AUTO PARTS	126585	09/11/2019	THERMOSTAT, WIRE TIES, GASKET, PROTECTANT	001-301-630-360	30.96
AMAZON CAPITAL SERVICES, INC.	1YKH-L19W-JXJH	09/05/2019	5 TOILET PAPER HOLDERS	001-301-555-250	71.35
STARKVILLE AUTO PARTS	126630	09/11/2019	COOLANT RECOVERY TANK, RADIATOR FLUSH	001-301-630-360	47.98
STARKVILLE AUTO PARTS	59.88	09/11/2019	12 QUARTS OIL	001-301-630-360	59.88
APAC-MISSISSIPPI, INC	4000090386	09/05/2019	ASPHALT	001-301-560-270	1,056.94
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL	001-301-604-330	50.92
POWERSTROKE EQUIPMENT SALES & SVC	3911	09/05/2019	PHONE BILL-AUGUST 2019	001-301-630-400	219.93
COVINGTON SALES & SERVICE, INC.	84115	09/10/2019	REPAIR POLE SAWS & CHAIN SAWS	001-301-501-200	631.35
WAL-MART-GENERAL CITY	06382	09/05/2019	10 GALLONS MONKEY BUSINESS CLEANER	001-301-501-200	38.70
STARKVILLE AUTO PARTS	126717	09/11/2019	WIRELESS MOUSE, PENS, KEYBOARD	001-301-630-360	12.99
STARKVILLE AUTO PARTS	126727	09/11/2019	TRANSMISSION FIX	001-301-630-360	59.99
CINTAS	4028797349	09/05/2019	ZIN DRIVE X 42MM	001-301-501-200	39.48
FASTENAL COMPANY	MSSTA87791	09/10/2019	STREET 08.27.19	001-301-555-250	77.05
O'REILLY AUTO PARTS	0997-495035	09/10/2019	SUPPLIES	001-301-630-400	25.49
CINTAS FIRST AID & SAFETY	5014610644	09/10/2019	CERAMIC PADS	001-301-555-250	482.40
RACKLEY OIL INC.	515076	09/10/2019	BANDAGES, GLOVES, SQUINCHER, SAFETY GLASSES	001-301-525-231	203.42
EAST MISSISSIPPI LUMBER CO	A57672	09/10/2019	DIESEL #709 TANK	001-301-555-250	21.55
PAUL'S WELDING	0312	09/10/2019	CEMENT, CLEANER, ADAPTER, PVC PIPE	001-301-560-270	190.00
GTR SOLID WASTE MGMT. AUTH	08.31.19	09/10/2019	BUILD 4 POST BASE PLATES	001-301-691-550	3,928.77
APAC-MISSISSIPPI, INC	4000090612	09/10/2019	AUGUST 2019 SOLID WASTE TICKETS	001-301-560-270	429.98
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	5.85 TONS ASPHALT	001-301-604-330	77.33
FUELMAN / FLEETCOR	NP56858057	09/05/2019	CSBS 110245208	001-301-525-231	497.69
BELL BUILDING SUPPLY, INC.	266574	09/10/2019	FUEL REPORT 08/26/19 - 09/01/19	001-301-555-250	90.87
CINTAS	4029230034	09/05/2019	3 FENCE BARRIERS	001-301-501-200	39.48
RACKLEY OIL INC.	515593	09/10/2019	STREET DEPT 09.03.19	001-301-555-250	15.95
OKTIBBEHA COUNTY COOPERATIVE	585940	09/10/2019	CIMTEK FUEL FILTER	001-301-535-233	14.99
POWERSTROKE EQUIPMENT SALES & SVC	3927	09/10/2019	BOOTS FOR J. MOBLEY	001-301-630-400	107.99
EAST MISSISSIPPI LUMBER CO	A57881	09/10/2019	REPAIRED POLE DRIVER	001-301-555-250	25.99
EAST MISSISSIPPI LUMBER CO	D56011	09/10/2019	CABLE TIES, CAUTION TAPE	001-301-555-250	43.45
UNITED RENTALS (NORTH AMERICA), INC.	173473249	09/11/2019	THREADED ROD, SOCKETS, HEX NUT, FLT WASHER	001-301-560-270	59.01
OKTIBBEHA COUNTY COOPERATIVE	586918	09/10/2019	7 SAW BLADES	001-301-555-250	25.99
EAST MISSISSIPPI LUMBER CO	A57922	09/10/2019	SPRAYER	001-301-555-250	25.99
STARKVILLE AUTO PARTS	126139	09/11/2019	SAWZALL BLADE, TRANSPLANTER	001-301-630-360	20.87
FUELMAN / FLEETCOR	NP56898479	09/10/2019	LOCK PIN, HITCH PIN, RECEIVER PIN	001-301-525-231	515.08
CINTAS	4029852507	09/11/2019	FUEL REPORT 09/02/19 - 09/08/19	001-301-501-200	39.48
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0030352	09/11/2019	STREET DEPT. 09.10.19	001-301-625-380	325.30
STARKVILLE UTILITIES	INV0030354	09/11/2019	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	37.56
STARKVILLE UTILITIES	INV0030354	09/11/2019	UTILITY BILLS BY DEPT	001-301-625-380	29,385.32
Outstanding Total:					41,682.12
Department 301 - STREET DEPARTMENT Total:					41,682.12

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Post Dates: 09/05/2019 - 09/12/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 360 - ANIMAL CONTROL					
Outstanding					
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL	001-360-604-330	35.04
			PHONE BILL-AUGUST 2019		
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	001-360-604-330	77.33
DONNA LOTT	INV0030346	09/10/2019	REIMB PURCHASE OF ANIMAL	001-360-555-250	29.99
			HANDLING GLOVES		
Outstanding Total:					142.36
Department 360 - ANIMAL CONTROL Total:					142.36
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
BERRY ELECTRIC, LLC	4443	09/10/2019	REPLACE POOL PUMP MOTOR	001-550-630-426	370.00
CINTAS-PARKS	4027928829	09/10/2019	WEEKLY MAT CLEANING-	001-550-501-208	37.83
			08.14.19		
HOWELL'S PEST CONTROL	08.15.19	09/10/2019	SPORTSPLEX 08.15.19	001-550-630-426	40.00
RACKLEY OIL INC.	1119193	09/10/2019	GAS	001-550-525-231	148.88
CINTAS-PARKS	4028487235	09/10/2019	WEEKLY MAT CLEANING-	001-550-501-208	37.83
			08.21.19		
BOARDTOWN LOCKSMITH	2880	09/10/2019	SERVICE CALL TO TIGHTEN	001-550-630-426	80.00
			HANDLE ON FRONT ENTRANC		
HOWELL'S PEST CONTROL	08.26.19	09/10/2019	CONCESSION 08.26.19	001-550-630-426	20.00
BERRY ELECTRIC, LLC	4449	09/10/2019	REPLACE BAD SWITCH AT	001-550-630-426	115.00
			OUTLAW CENTER		
OKTIBBEHA COUNTY	583057	09/10/2019	WORK BOOTS FOR	001-550-535-233	359.65
COOPERATIVE			MAINTENANCE WORKERS		
OKTIBBEHA COUNTY	583060	09/10/2019	CABLE TIES	001-550-636-110	21.98
COOPERATIVE					
SOUTHERN	09.17.19	09/05/2019	ACCT #2490 AUGUST 2019	001-550-600-330	37.51
TELECOMMUNICATIONS					
RACKLEY OIL INC.	119191	09/10/2019	GAS	001-550-525-231	163.54
CINTAS-PARKS	4028805046	09/10/2019	WEEKLY MAT CLEANING-	001-550-501-208	37.83
			08.27.19		
WAUKAWAY DISTRIBUTORS,	54201	09/11/2019	4 FIVE GALLON BOTTLES OF	001-550-501-200	32.40
INC			WATER		
BASICS, INC. A Trade America	23524	09/10/2019	CASE OF COPY PAPER, CASE	001-550-501-200	97.54
Company			OF DART CUPS		
OKTIBBEHA COUNTY	584356	09/10/2019	SAND BAGS FOR SOCCER	001-550-636-110	159.20
COOPERATIVE			FIELDS		
OKTIBBEHA COUNTY	584367	09/10/2019	PALLET	001-550-636-110	12.00
COOPERATIVE					
LOWE'S- PARKS	902619	09/10/2019	CABLE TIES, REBAR, ETC.	001-550-636-110	151.10
WADE INCORPORATED	P49121	09/11/2019	OIL AND FILTER	001-550-600-370	99.28
FUELMAN / FLEETCOR	NP56858057	09/05/2019	FUEL REPORT 08/26/19 -	001-550-525-231	124.65
			09/01/19		
CINTAS FIRST AID & SAFETY	501461679	09/10/2019	RESTOCK FIRST AID SUPPLIES	001-550-501-200	359.72
CASHFLOW LEASE	175597	09/05/2019	JDEERE9009A LEASE 10.01.19	001-550-820-874	3,940.67
			-12.31.19 /39677MS-108/1		
CASHFLOW LEASE	175597	09/05/2019	JDEERE9009A LEASE 10.01.19	001-550-830-873	548.33
			-12.31.19 /39677MS-108/1		
LAUREN MEEK	109	09/11/2019	CONTRACT LABOR-SUMMER	001-550-600-320	200.00
			CAMP AEROBICS TEACHER		
BRATTON WILLOUGHBY	109	09/11/2019	CONTRACT LABOR-SUMMER	001-550-600-320	100.00
			TENNIS CAMP INSTRUCTOR		
DIANE CLARK	INV0030356	09/11/2019	CONTRACT LABOR-DANCE	001-550-600-320	150.00
			INSTRUCTOR		
FUELMAN / FLEETCOR	NP56898479	09/10/2019	FUEL REPORT 09/02/19 -	001-550-525-231	98.25
			09/08/19		
STARKVILLE UTILITIES	INV0030354	09/11/2019	UTILITY BILLS BY DEPT	001-550-600-340	9,469.20
ASHLEY NEELY	INV0030358	09/11/2019	REFUND ACTIVITY ROOM	001-550-949-978	200.00
Outstanding Total:					17,212.39
Department 550 - PARKS AND REC DEPARTMENT Total:					17,212.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 552 - PARK AND REC ACTIVITIES					
Outstanding					
2THRIVEMEDIA, LLC	4256	09/10/2019	10X10 TENT PACKAGE	001-552-501-200	1,574.00
CADENCE VISA	43891227	09/10/2019	WEBSTAUANTSTORE-14	001-552-501-200	2,380.19
			INSULATED FOOD PAN CARRIERS		
FRIENDS OF J.L. KING CENTER	INV0030347	09/10/2019	SOUTHERN FOUND. FEEDING PROGRAM AT JL KING	001-552-501-200	1,200.00
Outstanding Total:					5,154.19
Department 552 - PARK AND REC ACTIVITIES Total:					5,154.19
Department: 600 - CAPITAL PROJECTS					
Outstanding					
NEEL-SCHAFER	1060011	09/05/2019	WESTSIDE DRIVE SIDEWALK-JULY 2019 SVCS	001-600-903-516	122.62
GREGORY CONSTRUCTION	INV0030329	09/05/2019	LOUISVILLE STREET AUGUST 2019	001-600-912-856	310,380.65
GOLDEN TRIANGLE PLANNING & DEV. INC	6704	09/10/2019	FINAL ADMIN. ON ARC MILL STREET PROJECT	001-600-912-853	10,000.00
PHILLIPS CONTRACTING COMPANY, INC.	INV0030350	09/10/2019	ARC MILL STREET IMPROVEMENTS	001-600-912-853	20,850.01
Outstanding Total:					341,353.28
Department 600 - CAPITAL PROJECTS Total:					341,353.28
Department: 800 - DEBT SERVICE					
Outstanding					
HANCOCK WHITNEY BANK	08.01.2019	09/05/2019	STARK16B / GO PUB IMP BOND SERIES 2016B	001-800-820-855	95,000.00
HANCOCK WHITNEY BANK	08.01.2019	09/05/2019	STARK16B / GO PUB IMP BOND SERIES 2016B	001-800-830-830	23,356.25
HANCOCK WHITNEY BANK	08.01.2019.	09/05/2019	STARKVILLE 17/GO TAX DEV BOND 2017	001-800-890-830	350,000.00
HANCOCK WHITNEY BANK	08.01.2019.	09/05/2019	STARKVILLE 17/GO TAX DEV BOND 2017	001-800-890-840	109,375.00
Outstanding Total:					577,731.25
Department 800 - DEBT SERVICE Total:					577,731.25
Fund 001 - GENERAL FUND Total:					1,117,661.16
Fund: 003 - RESTRICTED FIRE FUND					
Department: 560 - RESTRICTED FIRE FUND					
Outstanding					
BANCORPSOUTH EQUIPMENT FINANCE	09.25.19	09/05/2019	LOAN#7334-70314-016/FIRE MARSHALL '18 F-150	003-560-820-874	1,442.51
BANCORPSOUTH EQUIPMENT FINANCE	09.25.19	09/05/2019	LOAN#7334-70314-016/FIRE MARSHALL '18 F-150	003-560-830-873	113.16
Outstanding Total:					1,555.67
Department 560 - RESTRICTED FIRE FUND Total:					1,555.67
Fund 003 - RESTRICTED FIRE FUND Total:					1,555.67
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
RACKLEY OIL INC.	513325	09/10/2019	GAS FOR MOWERS & WEEDEATERS	015-505-525-231	39.99
RACKLEY OIL INC.	119203	09/10/2019	HS DIESEL FUEL & FUEL CONDITIONER	015-505-525-231	561.55
RACKLEY OIL INC.	513884	09/10/2019	BLUE DEF EXHAUST FL	015-505-525-231	57.00
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	015-505-604-330	47.64
RANDLE PRISOCK	08.27.19	09/10/2019	CLEANING NEW FENCE ON NORTH PERIMETER	015-505-600-338	200.00
SOUTHERN TELECOMMUNICATIONS	09.17.19	09/05/2019	ACCT #2490 AUGUST 2019	015-505-604-330	138.32

Expense Approval Report

Post Dates: 09/05/2019 - 09/12/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RODNEY LINCOLN	081136	09/11/2019	REIMB PURCHASE FROM HI-FOLD DOOR/CABLE SHIELDS	015-505-501-198	91.42
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	015-505-604-330	77.33
TITAN AVIATION FUELS	R3188764	09/11/2019	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
WAI-MART-GENERAL CITY	04130	09/11/2019	SHOP TOWELS, OIL	015-505-541-237	28.99
RACKLEY OIL INC.	515411	09/10/2019	GAS	015-505-525-231	171.54
WAI-MART-GENERAL CITY	05422	09/11/2019	FOAM CUPS, BATTERIES, WASP KILLER	015-505-541-237	43.68
TITAN AVIATION FUELS	3191440	09/11/2019	JET A FUEL W/ADDITIVE	015-505-525-233	18,617.09
REBEL SERVICES, LLC	4537	09/10/2019	FR150 SUMP PUMP	015-505-555-250	140.00
Outstanding Total:					21,014.55
Department 505 - AIRPORT Total:					21,014.55
Fund 015 - AIRPORT FUND Total:					21,014.55

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

H&O TRUCKS & TRAILER REPAIR L.L.C.	61040	09/05/2019	TRUCK #94 HYDRAULIC REPAIRS	022-322-630-360	858.32
H&O TRUCKS & TRAILER REPAIR L.L.C.	61074	09/05/2019	TRUCK #95 TUNE UP	022-322-630-360	559.88
BOB'S MOBILE RADIO	315966	09/10/2019	INSTALL & PROGRAM RADIO IN NEW TRUCK 41	022-322-630-404	416.95
H&O TRUCKS & TRAILER REPAIR L.L.C.	61109	09/05/2019	TRUCK #40 AIR LEAK	022-322-630-360	167.27
BOB'S MOBILE RADIO	315969	09/10/2019	INSTALL & PROGRAM RADIO IN TRUCK #40	022-322-630-404	416.95
CSPIRE WIRELESS	08.25.19	09/05/2019	ACCT#0030349386-CELL PHONE BILL-AUGUST 2019	022-322-604-330	130.29
SOUTHERN TELECOMMUNICATIONS	09.17.19	09/05/2019	ACCT #2490 AUGUST 2019	022-322-604-330	37.51
POWERSTROKE EQUIPMENT SALES & SVC	3918	09/05/2019	BATTERY FOR MOWER	022-322-555-250	39.99
GATEWAY TIRE & SERVICE CENTER	INV0030328	09/05/2019	TRUCK #85 2 TIRES	022-322-630-360	583.46
GATEWAY TIRE & SERVICE CENTER	1018-112248	09/05/2019	TRUCK #41B NEW TIRE	022-322-630-360	295.87
CITY ALIGNMENT SERVICE	71892	09/05/2019	TRUCK #96 REPLACE HVAC	022-322-630-360	233.32
CANNON FORD LINCOLN	96641	09/05/2019	TRUCK #100 TUNE UP	022-322-630-360	208.54
CHICKASAW EQUIPMENT COMPANY	RO47496	09/05/2019	TRACTOR #3 REPAIR CLUTCH	022-322-630-360	1,142.40
GTR SOLID WASTE MGMT. AUTH	08.31.19	09/10/2019	AUGUST 2019 SOLID WASTE TICKETS	022-322-600-379	-75.06
GTR SOLID WASTE MGMT. AUTH	08.31.19	09/10/2019	AUGUST 2019 SOLID WASTE TICKETS	022-322-600-379	40,647.15
CSPIRE BUSINESS SOLUTIONS	1459708	09/10/2019	CSBS 110245208	022-322-604-330	77.33
FUELMAN / FLEETCOR	NP56858057	09/05/2019	FUEL REPORT 08/26/19 - 09/01/19	022-322-525-231	2,718.32
WASTE MANAGEMENT	0741006-2132-0	09/11/2019	RECYCLING FOR AUGUST 201	022-322-600-431	2,545.20
NORTHEAST EXTERMINATING	355056	09/10/2019	SANITATION 09.03.19	022-322-600-300	30.00
SULLIVAN'S OFFICE SUPPLY, INC.	48201	09/05/2019	2 CALENDARS	022-322-501-200	9.00
GATEWAY TIRE & SERVICE CENTER	1018-112398	09/10/2019	TRUCK #95 ONE NEW TIRE	022-322-630-360	325.26
STARKVILLE AUTO PARTS	126929	09/05/2019	TRUCK #85 STROBE	022-322-555-250	221.99
AMAZON CAPITAL SERVICES, INC.	1TNP-HX3Q-1V7L	09/05/2019	TONER CARTRIDGE	022-322-501-200	79.99
BOB'S MOBILE RADIO	315971	09/10/2019	INSTALL & PROGRAM RADIO IN TRUCK #39	022-322-630-404	709.95
WAI-MART-GENERAL CITY	005018	09/11/2019	SAMS CLUB PURCHASE-CLEANERS & PAPER PRODUCT	022-322-501-200	157.82

Expense Approval Report

Post Dates: 09/05/2019 - 09/12/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MGM, INC.	10742	09/10/2019	REPAIR CYCLE/SEAL KIT AND LABOR	022-322-630-360	174.42
OKTIBBEHA COUNTY COOPERATIVE	587507	09/10/2019	SPRAYERS, MANURE FORK, RAKE, INSECTICIDES	022-322-555-250	349.50
OKTIBBEHA COUNTY COOPERATIVE	587598	09/10/2019	BLACK BOOTS FOR EMPLOYEES, PICK UP TOOL	022-322-535-233	154.08
EAST MISSISSIPPI LUMBER CO	D49554	09/10/2019	PAINT FOR DUMPSTERS & PARKING SPACES	022-322-630-360	352.69
FUELMAN / FLEETCOR	NP56898479	09/10/2019	FUEL REPORT 09/02/19 - 09/08/19	022-322-525-231	2,892.50

Outstanding Total: 56,460.89

Department 322 - SANITATION DEPARTMENT Total: 56,460.89

Fund 022 - ENVIRONMENTAL SERVICES Total: 56,460.89

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - LANDFILL

Outstanding

NEEL-SCHAFFER	1059970	09/05/2019	LANDFILL/PROF. SVCS JULY 2019	023-323-600-338	3,695.00
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Outstanding Total: 3,695.00

Department 323 - LANDFILL Total: 3,695.00

Fund 023 - LANDFILL ACCOUNT Total: 3,695.00

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESSMENTS

Outstanding

TYLER TECHNOLOGIES	025-270636	09/05/2019	MONTHLY COURT MAINT- SEPT. 2019	107-112-600-303	175.00
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Outstanding Total: 175.00

Department 112 - COMPUTER ASSESSMENTS Total: 175.00

Fund 107 - COMPUTER ASSESSMENTS Total: 175.00

Fund: 311 - PARKING MILL PROJECT

Department: 656 - PARKING MILL PROJECT

Outstanding

GOLDEN TRIANGLE PLANNING & DEV. INC	6697	09/05/2019	CDBG: KED COTTON MILL PRJT-FINAL ADMIN	311-656-600-300	5,000.00
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Outstanding Total: 5,000.00

Department 656 - PARKING MILL PROJECT Total: 5,000.00

Fund 311 - PARKING MILL PROJECT Total: 5,000.00

Grand Total: 1,205,562.27

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	1,117,661.16	760.89
003 - RESTRICTED FIRE FUND	1,555.67	0.00
015 - AIRPORT FUND	21,014.55	0.00
022 - ENVIRONMENTAL SERVICES	56,460.89	0.00
023 - LANDFILL ACCOUNT	3,695.00	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
311 - PARKING MILL PROJECT	5,000.00	0.00
Grand Total:	1,205,562.27	760.89

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	1,717.05	0.00
001-000-054-205	DUE FROM STARKVILLE	1,924.99	0.00
001-000-149-691	MUNICIPAL COURT BON	30.00	30.00
001-100-604-330	COMMUNICATIONS	265.53	0.00
001-110-330-166	TRAUMA TRAFFIC	1,161.00	0.00
001-110-330-376	COURT CONSTITUENTS	108.50	0.00
001-110-330-377	MOTOR VEHICLE LIABILI	369.00	0.00
001-110-330-378	APPEARANCE BOND FEE	282.00	0.00
001-110-330-382	TRAFFIC VIOLATION	17,766.50	0.00
001-110-330-385	IMPLIED CONSENT	774.00	0.00
001-110-330-386	WIRELESS COMM FEE	3,085.75	0.00
001-110-330-387	OTHER MISDEMEANORS	3,145.75	0.00
001-110-330-389	ADULT DRIVER'S TRAINI	50.00	0.00
001-110-330-393	VICTIMS BOND FEE	114.25	0.00
001-110-330-395	DRUG VIOLATION	92.25	0.00
001-110-330-396	NON-ADJUDICATION (IN	510.00	0.00
001-110-330-397	DUI OFFENSE (INLC14)	65.00	0.00
001-110-330-398	UNINSURED MOTORIST	3,866.75	0.00
001-110-604-330	POSTAGE / COMMUNIC	140.50	0.00
001-111-604-330	COMMUNICATIONS	127.77	0.00
001-120-503-202	COMMITTEE SUPPORT	47.19	0.00
001-120-600-300	PROFESSIONAL SERVICE	9,640.82	0.00
001-120-604-330	COMMUNICATIONS	337.01	0.00
001-120-691-550	MISC EXPENSES / ADVER	402.00	0.00
001-123-604-330	COMMUNICATIONS	2,326.64	0.00
001-123-630-400	EQUIPMENT REPAIR &	1,708.00	0.00
001-123-691-550	MISCELLANEOUS	24.30	0.00
001-142-600-338	CONTRACT SERVICES	350.00	0.00
001-145-501-200	SUPPLIES	378.41	0.00
001-145-604-330	POSTAGE/COPIER/PHON	186.61	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	11,571.10	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	2,296.90	0.00
001-180-604-330	COPIER/POSTAGE/PHON	79.04	0.00
001-180-610-340	ADVERTISING	324.00	0.00
001-180-691-505	TIME CLOCK SYSTEM	0.00	0.00
001-190-535-233	UNIFORMS	59.97	0.00
001-190-604-330	COPIERS/PHONES/IPADS	288.12	0.00
001-190-607-607	HISTORIC PRES COMMIS	2,040.00	0.00
001-190-690-554	ORDINANCE CODIFICATI	350.00	0.00
001-192-510-220	SUPPLIES	273.23	0.00
001-192-600-338	CONTRACT SERVICES	45.00	0.00
001-192-625-380	UTILITIES	6,477.62	0.00
001-192-630-403	REPAIRS TO BUILDING	275.00	0.00
001-196-630-402	REPAIRS & MAINT - ODD	1,700.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-525-231	GAS & OIL	56.86	0.00
001-197-600-308	ENGINEERING SERVICES	944.61	0.00
001-197-604-330	COMMUNICATIONS	144.83	0.00
001-197-820-874	PRINCIPAL	421.19	0.00
001-197-830-873	INTEREST	15.76	0.00
001-201-501-200	OFFICE SUPPLIES	981.14	0.00
001-201-525-231	GAS & OIL	4,063.12	0.00
001-201-535-233	UNIFORMS	5,548.53	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	18.08	0.00
001-201-556-251	POLICE SUPPLIES	526.77	0.00
001-201-600-300	PROFESSIONAL SERVICE	403.74	0.00
001-201-604-330	PHONES/FAX/COPIERS/	3,119.43	0.00
001-201-625-380	UTILITIES	3,623.67	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	1,652.55	0.00
001-201-630-426	BUILDING MAINTENANC	862.00	0.00
001-201-635-369	COPIER RENTAL	276.69	0.00
001-201-690-552	POLICE TRAINING/EDUC	930.89	730.89
001-261-525-231	GAS & OIL	1,543.50	0.00
001-261-535-233	UNIFORMS	800.00	0.00
001-261-555-250	SUPPLIES & SMALL TOO	216.76	0.00
001-261-558-269	BUILDING MAINTENANC	679.98	0.00
001-261-600-390	FIRE TRAINING	4,511.97	0.00
001-261-604-330	PHONES/CABLE/INTERN	5,584.22	0.00
001-261-625-380	UTILITIES	1,161.90	0.00
001-261-630-360	SHOP REPAIRS & MAINT	5,703.11	0.00
001-261-690-555	DUES	125.00	0.00
001-281-525-231	GAS & OIL	64.59	0.00
001-281-535-233	UNIFORMS	56.97	0.00
001-281-604-330	COPIER/PHONES/IPADS/	277.91	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	421.19	0.00
001-281-830-873	INTEREST (VEHICLES)	15.76	0.00
001-290-625-380	UTILITIES / CODE RED	30.30	0.00
001-301-501-200	SUPPLIES	788.49	0.00
001-301-525-231	GAS & OIL	1,216.19	0.00
001-301-535-233	UNIFORMS	14.99	0.00
001-301-555-250	SUPPLIES & SMALL TOO	1,309.52	0.00
001-301-560-270	CONSTRUCTION MATERI	2,533.94	0.00
001-301-604-330	COMMUNICATIONS	128.25	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	29,748.18	0.00
001-301-630-360	SHOP REPAIRS & MAINT	1,660.38	0.00
001-301-630-400	EQUIPMENT REPAIR &	353.41	0.00
001-301-691-550	MISCELLANEOUS	3,928.77	0.00
001-360-555-250	SUPPLIES & SMALL TOO	29.99	0.00
001-360-604-330	COMMUNICATIONS	112.37	0.00
001-550-501-200	OFFICE SUPPLIES	489.66	0.00
001-550-501-208	JANITORIAL	113.49	0.00
001-550-525-231	GAS & OIL	535.32	0.00
001-550-535-233	UNIFORMS	359.65	0.00
001-550-600-320	CONTRACT LABOR, UMP	450.00	0.00
001-550-600-330	PHONES / COPIERS/POS	37.51	0.00
001-550-600-340	UTILITIES	9,469.20	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	99.28	0.00
001-550-630-426	BUILDING MAINT/REPAI	625.00	0.00
001-550-636-110	FIELD IMPROVEMENTS/	344.28	0.00
001-550-820-874	PRINCIPAL (2019 MOWE	3,940.67	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-830-873	INTEREST (2019 MOWER	548.33	0.00
001-550-949-978	PARK & REC REFUNDS	200.00	0.00
001-552-501-200	NRPA SUPPLIES	5,154.19	0.00
001-600-903-516	ADA SIDEWALKS	122.62	0.00
001-600-912-853	ARC GRANT MATCH	30,850.01	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	310,380.65	0.00
001-800-820-855	2016 BOND: 2.4 M POLI	95,000.00	0.00
001-800-830-830	2016 BOND: 2.4 M POLI	23,356.25	0.00
001-800-890-830	IND PARK BOND (7M) PR	350,000.00	0.00
001-800-890-840	IND PARK BOND (7M) IN	109,375.00	0.00
003-560-820-874	PRINCIPAL	1,442.51	0.00
003-560-830-873	INTEREST	113.16	0.00
015-505-501-198	BUILDING REPAIRS & M	91.42	0.00
015-505-525-231	GAS & OIL	830.08	0.00
015-505-525-233	JET A FUEL PURCHASES	18,617.09	0.00
015-505-541-237	OPERATING SUPPLIES	72.67	0.00
015-505-555-250	SMALL TOOLS & EQUIP	140.00	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	200.00	0.00
015-505-604-330	CELL PHONE/POSTAGE	263.29	0.00
022-322-501-200	OFFICE SUPPLIES	246.81	0.00
022-322-525-231	GAS & OIL	5,610.82	0.00
022-322-535-233	UNIFORMS	154.08	0.00
022-322-555-250	SUPPLIES & SMALL TOO	611.48	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-600-379	LANDFILL FEES	40,572.09	0.00
022-322-600-431	CONTRACT RECYCLING C	2,545.20	0.00
022-322-604-330	COMMUNICATIONS	245.13	0.00
022-322-630-360	SHOP REPAIRS & MAINT	4,901.43	0.00
022-322-630-404	RADIO MAINTENANCE /	1,543.85	0.00
023-323-600-338	CONTRACT / PROF SERVI	3,695.00	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
311-656-600-300	PROFESSIONAL SERVICE	5,000.00	0.00
Grand Total:		1,205,562.27	760.89

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,174,712.26	760.89
17049	30,850.01	0.00
Grand Total:		1,205,562.27



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 UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/18/19 ACCOUNT 23200

UNPAID INVOICES

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RUN DATE 09/10/19 01:02 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 100 APPA												
333246	09/06/19		0 Conference Registration		09/18/19	1560.00	.00	CHK				
VENDOR TOTAL:						1560.00						
VENDOR: 110 ARKANSAS ELECTRIC												
3939188	09/09/19		8784 Stock Material		09/18/19	1350.00	.00	ACH				
VENDOR TOTAL:						1350.00						
VENDOR: 125 AT & T												
3600 - 8/22/19	09/04/19		0 Phone bill		09/18/19	213.92	.00	CHK				
5039 - 8/22/19	09/04/19		0 Phone bill		09/18/19	680.86	.00	CHK				
VENDOR TOTAL:						894.78						
VENDOR: 131 ALTEC INDUSTRIES, INC.												
11225133,1123175	09/09/19		8817 Safety Gear		09/18/19	1567.14	.00	ACH				
VENDOR TOTAL:						1567.14						
VENDOR: 208 BERRY ELECTRIC, LLC												
4448	09/04/19		0 Office electrical repairs		09/18/19	594.44	.00	ACH				
VENDOR TOTAL:						594.44						
VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN												
SEPT 2019-TAX	09/06/19		0 Tax Equivalency		09/18/19	113750.00	.00	CHK				
VENDOR TOTAL:						113750.00						
VENDOR: 307 CITY OF STARKVILLE												
AUG 2019-EXP	09/04/19		0 Due to City - Aug 2019		09/18/19	4262.67	.00	CHK				
VENDOR TOTAL:						4262.67						
VENDOR: 324 CITY ALIGNMENT SERVICE LLC												
71749	09/09/19		8864 Truck Repair		09/18/19	386.86	.00	CHK				
VENDOR TOTAL:						386.86						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/18/19 ACCOUNT 23200

UNPAID INVOICES

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RUN DATE 09/10/19 01:02 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	352	COLUMBUS FIRE SERVICE								
8272082719	09/09/19	8883 Service Call Fire Ext.		09/18/19	78.00	.00	ACH			
		VENDOR TOTAL:			78.00					
VENDOR:	400	IVY AUTO PARTS								
620668	09/09/19	8834 Supplies		09/18/19	138.86	.00	ACH			
		VENDOR TOTAL:			138.86					
VENDOR:	452	DITCH WITCH MID-SOUTH								
11169	09/09/19	8868 Material		09/18/19	518.47	.00	ACH			
		VENDOR TOTAL:			518.47					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-111998	09/09/19	8871 New Tires		09/18/19	255.30	.00	CHK			
		VENDOR TOTAL:			255.30					
VENDOR:	721	GOLDEN TRIANGLE SOLID WASTE								
300972,300998,30	09/06/19	8889 Waste Disposal		09/18/19	152.82	.00	ACH			
		VENDOR TOTAL:			152.82					
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.								
50016519	09/09/19	8820 Stock Material		09/18/19	9625.00	.00	ACH			
		VENDOR TOTAL:			9625.00					
VENDOR:	801	NEOPOST								
1593 - 8/27/19	09/06/19	0 Postage		09/18/19	500.00	.00	CHK			
		VENDOR TOTAL:			500.00					
VENDOR:	809	HOWARD INDUSTRIES, INC.								
244024-817540	09/09/19	8520 Transformer		09/18/19	9316.00	.00	ACH			
		VENDOR TOTAL:			9316.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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UNPAID INVOICES

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1106 LESLIE DEAN												
274	09/09/19		0 Maintenance		09/18/19	625.00	.00	ACH				
VENDOR TOTAL:						625.00						
VENDOR: 1205 LOWE'S												
01562,07183,0907	09/09/19		8893 Material		09/18/19	124.44	.00	CHK				
VENDOR TOTAL:						124.44						
VENDOR: 1217 LIGHTS AND BALLASTS LLC												
532651	09/09/19		0 Light replacements		09/18/19	325.00	.00	ACH				
VENDOR TOTAL:						325.00						
VENDOR: 1239 LOLLEY REAL ESTATE												
SEPT 2019	09/06/19		0 Storage Rental		09/18/19	900.00	.00	ACH				
VENDOR TOTAL:						900.00						
VENDOR: 1400 NESCO												
2337449.001,2338	09/09/19		8842 Material and Supplies		09/18/19	1028.84	.00	ACH				
2340582.001,2342	09/09/19		8865 Supplies		09/18/19	505.49	.00	ACH				
2340646.001,2340	09/09/19		8862 Supplies		09/18/19	784.41	.00	ACH				
337750.001,23383	09/09/19		8852 Supplies		09/18/19	1602.33	.00	ACH				
VENDOR TOTAL:						3921.07						
VENDOR: 1408 FUSION LLC												
192435479	09/06/19		0 Phone bill		09/18/19	466.29	.00	ACH				
VENDOR TOTAL:						466.29						
VENDOR: 1421 NTG LLC												
10165	09/06/19		0 Internet phone hosting		09/18/19	250.00	.00	ACH				
VENDOR TOTAL:						250.00						
VENDOR: 1818 UNITED RENTALS, INC.												
172551586-001	09/09/19		8849 Breaker Rental		09/18/19	189.62	.00	ACH				
VENDOR TOTAL:						189.62						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1023 RENASANT INSURANCE, INC.										
1006483	09/06/19	0 Employee surety bond		09/18/19	175.00	.00	CHK			
VENDOR TOTAL:					175.00					
VENDOR: 1087 S & S LINE SERVICE INC										
2056-2057	09/04/19	0 ROW Clearing		09/18/19	5740.80	.00	ACH			
2058-2059	09/06/19	0 ROW Clearing		09/18/19	6314.40	.00	ACH			
VENDOR TOTAL:					12055.20					
VENDOR: 1905 STARKVILLE AUTO PARTS										
5151-126547	09/09/19	8861 Tools		09/18/19	32.08	.00	CHK			
VENDOR TOTAL:					32.08					
VENDOR: 1907 SOUTHERN STATES, LLC.										
25410	09/10/19	8749 Switch for Substation		09/18/19	3102.61	.00	CHK			
VENDOR TOTAL:					3102.61					
VENDOR: 1925 SCOTT PETROLEUM CORP.										
1026419	09/09/19	8866 Cylinder Refill		09/18/19	37.22	.00	ACH			
VENDOR TOTAL:					37.22					
VENDOR: 1931 STARKVILLE SANITATION DEPT										
AUG 2019	09/06/19	0 Sanitation Collections-Aug 2		09/18/19	251705.68	.00	CHK			
VENDOR TOTAL:					251705.68					
VENDOR: 1933 STARKVILLE WATER DEPT										
AUG 2019	09/06/19	0 Collections - Aug 2019		09/18/19	456456.82	.00	ACH			
VENDOR TOTAL:					456456.82					
VENDOR: 1940 STUART C. IRBY										
011275435.001	09/09/19	8578 Material		09/18/19	3182.00	.00	ACH			
011465701.001	09/09/19	8782 Stock Material		09/18/19	3004.52	.00	ACH			
VENDOR TOTAL:					6186.52					

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1943 SOUTHERN TELECOMMUNICATIONS												
2490 - 8/27/19	09/04/19		0 Phone bill		09/18/19	1261.13	.00	CHK				
VENDOR TOTAL:						1261.13						
VENDOR: 1944 SOUTHERN POWER & COATING												
1157	09/09/19		8874 Wiring of Substation		09/18/19	2660.00	.00	CHK				
VENDOR TOTAL:						2660.00						
VENDOR: 2018 TRADE AMERICA												
23485,23492,2351	09/09/19		8882 Supplies		09/18/19	1140.34	.00	ACH				
VENDOR TOTAL:						1140.34						
VENDOR: 2040 TVPPA EDUCATION & TRAIN.												
456005-43995113	09/04/19		0 Conference Registration		09/18/19	464.00	.00	ACH				
VENDOR TOTAL:						464.00						
VENDOR: 2104 UPS												
12031F359	09/06/19		0 Postage		09/18/19	24.79	.00	CHK				
VENDOR TOTAL:						24.79						
VENDOR: 2116 UTILITECH												
2270	09/06/19		0 Product Development and Supp		09/18/19	500.00	.00	ACH				
VENDOR TOTAL:						500.00						
VENDOR: 2118 BORDER STATES ELECTRIC												
918364531,918394	09/09/19		8792 Stock Material		09/18/19	3840.36	.00	ACH				
VENDOR TOTAL:						3840.36						
VENDOR: 2210 VERIZON WIRELESS												
9836810608	09/06/19		0 AMI M2M Data Usage		09/18/19	574.21	.00	CHK				
9837143393	09/06/19		0 Phone bill 2821-01		09/18/19	1425.56	.00	CHK				
9837143394	09/06/19		0 Phone bill 2821-02		09/18/19	146.31	.00	CHK				
VENDOR TOTAL:						2146.08						

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2319 WESCO												
168841	09/09/19	8815	Material		09/18/19	4628.14	.00	ACH				
VENDOR TOTAL:						4628.14						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.												
54211	09/04/19	0	Water		09/18/19	24.30	.00	ACH				
CLR0919-274	09/06/19	0	Water		09/18/19	20.00	.00	ACH				
VENDOR TOTAL:						44.30						
VENDOR: 9909884 MADISON SMITH												
10/29/19-MILEAGE	09/09/19	0	Advance travel for training		09/18/19	348.00	.00	ACH				
VENDOR TOTAL:						348.00						
VENDOR: 99009732 MS DEPT OF REVENUE												
9/06/19	09/06/19	0	Replacement titles		09/18/19	78.00	.00	CHK				
VENDOR TOTAL:						78.00						
VENDOR: 99009968 NOAH JONES												
8/19/19-MEALS	09/06/19	0	Travel expense reimbursement		09/18/19	23.89	.00	ACH				
VENDOR TOTAL:						23.89						
VENDOR: 99009973 BRADY HAYNES												
10/13/19-MILEAGE	09/09/19	0	Advance travel expense		09/18/19	319.00	.00	ACH				
VENDOR TOTAL:						319.00						
GRAND TOTAL:						898980.92						

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 76 APAC MISSISSIPPI, INC.										
4000090660	09/06/19	3330 Asphalt		09/18/19	440.27	.00	ACH			
VENDOR TOTAL:					440.27					
VENDOR: 186 BRENNTAG MID-SOUTH										
367732,367733,36	09/09/19	3344 Chemicals		09/18/19	2592.00	.00	ACH			
VENDOR TOTAL:					2592.00					
VENDOR: 190 BANCORPSOUTH EQUIP FINANCE										
668360 - 9/01/19	09/04/19	0 Loan-Mini Excavator		09/18/19	3799.59	.00	CHK			
VENDOR TOTAL:					3799.59					
VENDOR: 194 AUTOZONE										
0426480469	09/09/19	3327 Repair		09/18/19	110.16	.00	ACH			
VENDOR TOTAL:					110.16					
VENDOR: 202 BELL BUILDING SUPPLY										
264564	09/09/19	3335 Parts		09/18/19	2.17	.00	ACH			
266013	09/09/19	3335 Parts		09/18/19	39.97	.00	ACH			
266211,266217	09/09/19	3335 Parts		09/18/19	51.38	.00	ACH			
VENDOR TOTAL:					93.52					
VENDOR: 215 CINTAS										
5013947476	09/06/19	3371 Eyewash Station		09/18/19	150.00	.00	CHK			
VENDOR TOTAL:					150.00					
VENDOR: 232 BAGWELL ENTERPRISES LLC										
AUG 2019	09/09/19	0 Meter Reading		09/18/19	10365.60	.00	ACH			
VENDOR TOTAL:					10365.60					
VENDOR: 315 CLEARWATER CONSULTANTS, INC.										
104.31902	09/09/19	0 Engineering - Pleasant Acres		09/18/19	4235.50	.00	ACH			
VENDOR TOTAL:					4235.50					

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
3192728-001,3192	09/06/19	3293 Parts		09/18/19	13182.75	.00	CHK				
3192925	09/06/19	3339 Parts		09/18/19	2430.97	.00	CHK				
3192959	09/06/19	3342 Pipe Repair		09/18/19	909.00	.00	CHK				
VENDOR TOTAL:					16522.72						
VENDOR: 494 ELECTRIC MOTOR											
122761	09/09/19	3309 Parts		09/18/19	33.00	.00	ACH				
VENDOR TOTAL:					33.00						
VENDOR: 604 FASTENAL											
87219,87823	09/09/19	3363 Supplies		09/18/19	1663.28	.00	ACH				
87559	09/09/19	3363 Supplies		09/18/19	53.99	.00	ACH				
VENDOR TOTAL:					1717.27						
VENDOR: 611 4-D CONSTRUCTION INC											
RFP 9 - 8/30/19	09/11/19	0 Pleasant Acres Construction		09/18/19	61084.00	.00	CHK				
VENDOR TOTAL:					61084.00						
VENDOR: 620 G & C SUPPLY CO., INC.											
6747486,6747484,	09/06/19	3308 Signs		09/18/19	2275.30	.00	ACH				
VENDOR TOTAL:					2275.30						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
1018-112048	09/09/19	3352 Truck Repair		09/18/19	30.60	.00	CHK				
1018-112069	09/09/19	3352 TruckRepair		09/18/19	15.30	.00	CHK				
VENDOR TOTAL:					45.90						
VENDOR: 1106 LESLIE DEAN											
273,275,276,281	09/09/19	0 Maintenance		09/18/19	5610.00	.00	ACH				
282,283,264	09/10/19	0 Maintenance		09/18/19	3470.00	.00	ACH				
VENDOR TOTAL:					9080.00						

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1191 LUCKETT PUMP & REPAIR INC										
19568	09/06/19	3047 Digital Controller		09/18/19	1905.01	.00	ACH			
VENDOR TOTAL:					1905.01					
VENDOR: 1205 LOWE'S										
09667,09132	09/09/19	3365 Supplies		09/18/19	372.65	.00	CHK			
VENDOR TOTAL:					372.65					
VENDOR: 1341 MS DEVELOPMENT AUTHORITY										
9/01/19	09/04/19	0 CAP Loan Payments		09/18/19	25713.33	.00	CHK			
VENDOR TOTAL:					25713.33					
VENDOR: 1392 NUNLEY TRUCKING CO, INC.										
26560,26603	09/06/19	3370 Material		09/18/19	2894.03	.00	CHK			
VENDOR TOTAL:					2894.03					
VENDOR: 1394 NCH CORPORATION										
3358	09/09/19	3358 Supplies		09/18/19	407.65	.00	CHK			
VENDOR TOTAL:					407.65					
VENDOR: 1482 ORMAN'S WELDING & FABR INC										
31840	09/09/19	3364 Install Heli Coils		09/18/19	753.94	.00	ACH			
VENDOR TOTAL:					753.94					
VENDOR: 1525 OKTIBBEHA COUNTY COOP										
565425	09/09/19	3232 Material		09/18/19	62.53	.00	ACH			
583708	09/09/19	3356 Material		09/18/19	37.00	.00	ACH			
VENDOR TOTAL:					99.53					
VENDOR: 1537 PERFORMANCE AUTOMOTIVE										
3606	09/09/19	3305 Truck Repair		09/18/19	1407.15	.00	CHK			
VENDOR TOTAL:					1407.15					

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1818 UNITED RENTALS											
173152581-001	09/09/19	3360 Repair Breaker		09/18/19	199.64	.00	CHK				
VENDOR TOTAL:					199.64						
VENDOR: 1884 STARKVILLE GARBAGE											
8/26/19	09/04/19	0 Garbage disposal-600137		09/18/19	90.00	.00	CHK				
VENDOR TOTAL:					90.00						
VENDOR: 1885 SMITH BROTHERS LAND SERV LLC											
0010 - 9/03/19	09/04/19	0 Chemical spraying		09/18/19	2360.00	.00	ACH				
VENDOR TOTAL:					2360.00						
VENDOR: 1905 STARKVILLE AUTO PARTS											
208175	09/06/19	3244 Material		09/18/19	1.99	.00	CHK				
209263,208409	09/06/19	3290 Parts		09/18/19	127.84	.00	CHK				
5151-126486	09/06/19	3332 Material		09/18/19	29.97	.00	CHK				
VENDOR TOTAL:					159.80						
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY											
48059	09/09/19	3353 Office Supplies		09/18/19	169.81	.00	ACH				
VENDOR TOTAL:					169.81						
VENDOR: 2000 TALKING WARRIOR WATER ASSOC											
AUG 2019	09/06/19	0 Water Revenues-Aug 2019		09/18/19	1502.77	.00	ACH				
VENDOR TOTAL:					1502.77						
VENDOR: 2018 TRADE AMERICA											
23493	09/09/19	3326 Supplies		09/18/19	131.51	.00	ACH				
VENDOR TOTAL:					131.51						
VENDOR: 2104 UPS											
24W1X6349	09/04/19	0 Postage		09/18/19	29.45	.00	CHK				
24W1X6359	09/06/19	0 Postage		09/18/19	27.69	.00	CHK				
VENDOR TOTAL:					57.14						

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2111 USA BLUEBOOK										
979672	09/06/19	3314 Replacement Parts		09/18/19	412.50	.00	ACH			
VENDOR TOTAL:					412.50					
VENDOR: 2202 WAYPOINT ANALYTICAL										
1047610	09/09/19	3329 DMR Study		09/18/19	95.50	.00	ACH			
1047728	09/06/19	3361 Analysis		09/18/19	234.00	.00	ACH			
VENDOR TOTAL:					329.50					
VENDOR: 2210 VERIZON WIRELESS										
9837143395	09/06/19	0 Phone bill 2821-03		09/18/19	707.56	.00	CHK			
VENDOR TOTAL:					707.56					
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.										
54209	09/09/19	3362 Supplies		09/18/19	24.30	.00	ACH			
VENDOR TOTAL:					24.30					
VENDOR: 99009732 MS DEPT OF REVENUE										
9/06/19-TAGS	09/06/19	0 Vehicle Tags		09/18/19	24.00	.00	CHK			
9/06/19-TITLES	09/06/19	0 Replacement Titles		09/18/19	156.00	.00	CHK			
VENDOR TOTAL:					180.00					
VENDOR: 99009792 CALVIN YOUNG										
091019	09/10/19	0 CDL License Renewal		09/18/19	77.00	.00	ACH			
VENDOR TOTAL:					77.00					
GRAND TOTAL:					152499.65					



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 9-17-2019
PAGE: 1

SUBJECT: Request approval of the August 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

SUGGESTED MOTION:

Approval of the August 2019 financial statements of the City of Starkville, MS.



Budget Report Group Summary

For Fiscal: 2018-2019 Period Ending: 08/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	7,681,250.00	7,681,250.00	153,928.05	7,217,921.34	-463,328.66	93.97 %
220 - LICENSES AND PERMITS	251,500.00	251,500.00	20,657.05	226,117.62	-25,382.38	89.91 %
230 - INTERGOVERNMENTAL REVENUES	9,531,900.00	9,919,325.00	655,908.68	9,539,870.00	-379,455.00	96.17 %
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	57,202.96	417,416.35	-172,583.65	70.75 %
340 - MISCELLANEOUS	268,500.00	496,985.00	30,188.52	522,929.19	25,944.19	105.22 %
360 - CHARGES FOR SERVICES	38,550.00	73,550.00	3,552.35	72,226.91	-1,323.09	98.20 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,406,200.00	3,436,200.00	114,443.65	1,601,376.75	-1,834,823.25	46.60 %
631 - ODDFELLOWS	0.00	0.00	424.78	223,426.01	223,426.01	0.00 %
Department: 000 - UNDESIGNATED Total:	21,768,100.00	22,449,010.00	1,036,306.04	19,821,284.17	-2,627,725.83	88.29 %
Revenue Total:	21,768,100.00	22,449,010.00	1,036,306.04	19,821,284.17	-2,627,725.83	88.29 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,625.00	207,625.00	16,166.05	182,958.17	24,666.83	88.12 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	554.59	13,625.96	7,374.04	64.89 %
Department: 100 - BOARD OF ALDERMEN Total:	228,625.00	228,625.00	16,720.64	196,584.13	32,040.87	85.99 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	363,015.00	329,440.00	26,960.76	311,906.94	17,533.06	94.68 %
500 - SUPPLIES	11,000.00	11,000.00	622.13	10,659.98	340.02	96.91 %
600 - CONTRACTUAL SERVICES	21,000.00	22,500.00	1,401.59	18,422.25	4,077.75	81.88 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	360.00	5,627.49	-627.49	112.55 %
Department: 110 - MUNICIPAL COURT Total:	400,015.00	367,940.00	29,344.48	346,616.66	21,323.34	94.20 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	133.81	1,349.48	150.52	89.97 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	133.81	1,349.48	150.52	89.97 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	151,715.00	151,715.00	12,281.20	140,277.82	11,437.18	92.46 %
500 - SUPPLIES	2,600.00	2,600.00	10.70	837.50	1,762.50	32.21 %
600 - CONTRACTUAL SERVICES	99,250.00	131,250.00	3,950.54	134,119.14	-2,869.14	102.19 %
Department: 120 - MAYORS OFFICE Total:	253,565.00	285,565.00	16,242.44	275,234.46	10,330.54	96.38 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	289,735.00	289,735.00	22,410.26	269,481.43	20,253.57	93.01 %
500 - SUPPLIES	2,500.00	2,500.00	0.00	418.96	2,081.04	16.76 %
600 - CONTRACTUAL SERVICES	68,500.00	78,500.00	4,005.76	76,331.69	2,168.31	97.24 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	0.00	46,880.58	18,119.42	72.12 %
Department: 123 - IT Total:	425,735.00	435,735.00	26,416.02	393,112.66	42,622.34	90.22 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	1,000.00	1,750.00	0.00	1,641.71	108.29	93.81 %
600 - CONTRACTUAL SERVICES	4,000.00	8,500.00	0.00	7,375.00	1,125.00	86.76 %
Department: 130 - ELECTIONS Total:	5,000.00	10,250.00	0.00	9,016.71	1,233.29	87.97 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	388,600.00	388,600.00	29,279.90	353,829.30	34,770.70	91.05 %
600 - CONTRACTUAL SERVICES	85,000.00	86,000.00	0.00	85,897.00	103.00	99.88 %
Department: 142 - CITY CLERKS OFFICE Total:	473,600.00	474,600.00	29,279.90	439,726.30	34,873.70	92.65 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	0.00	178.36	4,821.64	3.57 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 08/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	12,000.00	12,000.00	2,197.86	8,086.89	3,913.11	67.39 %
600 - CONTRACTUAL SERVICES	32,000.00	32,000.00	8,707.70	23,884.58	8,115.42	74.64 %
900 - CAPITAL OUTLAY	2,000.00	2,500.00	0.00	2,038.97	461.03	81.56 %
Department: 145 - OTHER ADMINISTRATIVE Total:	51,000.00	51,500.00	10,905.56	34,188.80	17,311.20	66.39 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	175.00	8,672.50	-1,672.50	123.89 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	7,000.00	7,000.00	175.00	8,672.50	-1,672.50	123.89 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,985.00	67,985.00	5,387.00	62,461.84	5,523.16	91.88 %
Department: 160 - ATTORNEY AND STAFF Total:	67,985.00	67,985.00	5,387.00	62,461.84	5,523.16	91.88 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	165,000.00	167,000.00	15,426.57	146,686.39	20,313.61	87.84 %
Department: 169 - LEGAL Total:	165,000.00	167,000.00	15,426.57	146,686.39	20,313.61	87.84 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	218,675.00	218,675.00	17,248.51	202,724.85	15,950.15	92.71 %
500 - SUPPLIES	7,000.00	6,000.00	0.00	704.18	5,295.82	11.74 %
600 - CONTRACTUAL SERVICES	30,630.40	45,630.40	3,117.50	39,587.73	6,042.67	86.76 %
Department: 180 - HUMAN RESOURCES Total:	256,305.40	270,305.40	20,366.01	243,016.76	27,288.64	89.90 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	256,420.00	208,965.00	20,063.24	179,207.27	29,757.73	85.76 %
500 - SUPPLIES	3,500.00	3,500.00	6.00	1,704.60	1,795.40	48.70 %
600 - CONTRACTUAL SERVICES	53,750.00	78,750.00	18,295.75	63,260.22	15,489.78	80.33 %
900 - CAPITAL OUTLAY	16,500.00	16,500.00	707.00	11,471.00	5,029.00	69.52 %
Department: 190 - CITY PLANNER Total:	330,170.00	307,715.00	39,071.99	255,643.09	52,071.91	83.08 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	0.00	0.00	9,070.93	46,405.64	-46,405.64	0.00 %
Department: 191 - EXTERNAL SERVICE Total:	0.00	0.00	9,070.93	46,405.64	-46,405.64	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	6,000.00	275.52	4,880.97	1,119.03	81.35 %
600 - CONTRACTUAL SERVICES	85,000.00	87,500.00	3,887.13	79,407.82	8,092.18	90.75 %
800 - DEBT SERVICE	0.00	3,600.00	896.50	3,586.00	14.00	99.61 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	90,000.00	97,100.00	5,059.15	87,874.79	9,225.21	90.50 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	36,250.00	25,000.00	0.00	23,907.04	1,092.96	95.63 %
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	65,678.00	-3,750.00	106.06 %
990 - TRANSFERS	62,500.00	32,500.00	0.00	26,250.00	6,250.00	80.77 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	162,678.00	121,428.00	0.00	116,275.04	5,152.96	95.76 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	43,500.00	8,070.48	53,145.48	-9,645.48	122.17 %
990 - TRANSFERS	0.00	0.00	0.00	8,858.84	-8,858.84	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	31,000.00	43,500.00	8,070.48	62,004.32	-18,504.32	142.54 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	203,545.00	241,470.00	19,512.84	203,976.29	37,493.71	84.47 %
500 - SUPPLIES	2,050.00	2,900.00	134.33	2,965.95	-65.95	102.27 %
600 - CONTRACTUAL SERVICES	18,500.00	18,925.00	370.59	11,763.63	7,161.37	62.16 %
800 - DEBT SERVICE	5,245.00	5,245.00	436.95	4,806.44	438.56	91.64 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	232,340.00	271,540.00	20,454.71	223,512.31	48,027.69	82.31 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	107,235.00	107,235.00	8,581.70	101,484.38	5,750.62	94.64 %
Department: 200 - POLICE ADMINISTRATION Total:	107,235.00	107,235.00	8,581.70	101,484.38	5,750.62	94.64 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,804,865.00	3,804,865.00	296,955.76	3,452,500.55	352,364.45	90.74 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	426,000.00	416,000.00	47,454.30	407,862.07	8,137.93	98.04 %
600 - CONTRACTUAL SERVICES	422,350.00	464,230.00	49,865.37	467,167.05	-2,937.05	100.63 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	6,216.87	-6,216.87	0.00 %
800 - DEBT SERVICE	110,288.00	110,288.00	27,571.98	110,287.92	0.08	100.00 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	691.90	22,850.07	27,149.93	45.70 %
Department: 201 - POLICE DEPARTMENT Total:	4,813,503.00	4,845,383.00	422,539.31	4,466,884.53	378,498.47	92.19 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	10,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	10,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	284,730.00	284,730.00	22,484.95	261,239.73	23,490.27	91.75 %
600 - CONTRACTUAL SERVICES	0.00	1,000.00	0.00	990.00	10.00	99.00 %
Department: 245 - DISPATCHERS Total:	284,730.00	285,730.00	22,484.95	262,229.73	23,500.27	91.78 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	112,825.00	112,825.00	3,902.92	74,193.80	38,631.20	65.76 %
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 %
Department: 254 - DUI GRANT Total:	114,325.00	114,325.00	3,902.92	74,193.80	40,131.20	64.90 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	105,165.00	105,165.00	8,190.60	97,007.78	8,157.22	92.24 %
Department: 260 - FIRE ADMINISTRATION Total:	105,165.00	105,165.00	8,190.60	97,007.78	8,157.22	92.24 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,513,530.00	3,513,530.00	286,655.99	3,466,892.26	46,637.74	98.67 %
500 - SUPPLIES	100,350.00	100,350.00	10,711.90	114,394.24	-14,044.24	114.00 %
600 - CONTRACTUAL SERVICES	318,510.00	322,610.00	32,330.09	300,159.72	22,450.28	93.04 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	-6,800.00	0.00	32,791.96	-39,591.96	-482.23 %
900 - CAPITAL OUTLAY	75,000.00	75,000.00	4,822.55	23,809.42	51,190.58	31.75 %
Department: 261 - FIRE DEPARTMENT Total:	4,007,390.00	4,004,690.00	334,520.53	3,938,047.60	66,642.40	98.34 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	220,050.00	249,535.00	18,662.59	220,303.76	29,231.24	88.29 %
500 - SUPPLIES	6,700.00	6,700.00	339.71	3,897.89	2,802.11	58.18 %
600 - CONTRACTUAL SERVICES	24,500.00	24,500.00	1,094.61	15,889.58	8,610.42	64.86 %
800 - DEBT SERVICE	6,940.00	6,940.00	888.33	9,771.61	-2,831.61	140.80 %
Department: 281 - BUILDING/CODES OFFICE Total:	258,190.00	287,675.00	20,985.24	249,862.84	37,812.16	86.86 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	14,000.00	24,050.00	453.74	21,336.38	2,713.62	88.72 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	14,000.00	24,050.00	453.74	21,336.38	2,713.62	88.72 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	779,040.00	784,040.00	44,732.92	556,061.30	227,978.70	70.92 %
500 - SUPPLIES	194,500.00	192,500.00	19,962.20	144,998.24	47,501.76	75.32 %
600 - CONTRACTUAL SERVICES	568,000.00	571,575.00	58,950.85	556,389.15	15,185.85	97.34 %
800 - DEBT SERVICE	44,865.00	44,865.00	451.37	34,686.11	10,178.89	77.31 %
900 - CAPITAL OUTLAY	10,000.00	28,000.00	0.00	27,596.00	404.00	98.56 %
Department: 301 - STREET DEPARTMENT Total:	1,596,405.00	1,620,980.00	124,097.34	1,319,730.80	301,249.20	81.42 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	87,930.00	87,930.00	3,853.49	77,613.88	10,316.12	88.27 %
500 - SUPPLIES	5,500.00	3,400.00	2.00	709.89	2,690.11	20.88 %
600 - CONTRACTUAL SERVICES	5,750.00	7,950.00	261.41	6,583.33	1,366.67	82.81 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	0.00	125,000.00	0.00	100.00 %
Department: 360 - ANIMAL CONTROL Total:	224,180.00	224,280.00	4,116.90	209,907.10	14,372.90	93.59 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	20,000.00	0.00	100.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	0.00	20,000.00	0.00	100.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	749,545.00	749,545.00	68,464.30	747,032.98	2,512.02	99.66 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	137,500.00	197,500.00	10,230.71	214,143.99	-16,643.99	108.43 %
600 - CONTRACTUAL SERVICES	852,000.00	867,000.00	44,767.25	688,751.01	178,248.99	79.44 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	25,000.00	0.00	0.00	25,000.00	0.00 %
800 - DEBT SERVICE	0.00	0.00	0.00	4,489.00	-4,489.00	0.00 %
900 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	2,437.51	-1,437.51	243.75 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,740,045.00	1,840,045.00	123,462.26	1,656,854.49	183,190.51	90.04 %
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	2,600.00	10,100.00	0.00	9,239.07	860.93	91.48 %
600 - CONTRACTUAL SERVICES	2,400.00	4,900.00	0.00	2,952.85	1,947.15	60.26 %
Department: 552 - PARK AND REC ACTIVITIES Total:	5,000.00	15,000.00	0.00	12,191.92	2,808.08	81.28 %
Department: 600 - CAPITAL PROJECTS						
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	1,328,000.00	-181,029.09	1,144,758.75	183,241.25	86.20 %
Department: 600 - CAPITAL PROJECTS Total:	948,000.00	1,348,000.00	-181,029.09	1,150,636.80	197,363.20	85.36 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,500.00	65,500.00	0.00	64,000.00	1,500.00	97.71 %
900 - CAPITAL OUTLAY	188,995.00	188,995.00	0.00	188,995.52	-0.52	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	204,495.00	254,495.00	0.00	252,995.52	1,499.48	99.41 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,792,445.00	2,801,195.00	0.00	1,955,790.06	845,404.94	69.82 %
Department: 800 - DEBT SERVICE Total:	2,792,445.00	2,801,195.00	0.00	1,955,790.06	845,404.94	69.82 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,346,473.60	1,346,473.60	0.00	12,552.74	1,333,920.86	0.93 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,346,473.60	1,346,473.60	0.00	12,552.74	1,333,920.86	0.93 %
Expense Total:	21,773,100.00	22,454,010.00	1,144,431.09	18,750,088.35	3,703,921.65	83.50 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	-5,000.00	-5,000.00	-108,125.05	1,071,195.82	1,076,195.82	21,423.92 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	10,000.00	0.00	11,491.75	1,491.75	114.92 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	25,000.00	25,000.00	0.00	11,491.75	-13,508.25	45.97 %
Revenue Total:	25,000.00	25,000.00	0.00	11,491.75	-13,508.25	45.97 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	464.25	8,786.01	-3,786.01	175.72 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	475.00	1,525.00	23.75 %
900 - CAPITAL OUTLAY	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	25,000.00	25,000.00	464.25	9,261.01	15,738.99	37.04 %
Expense Total:	25,000.00	25,000.00	464.25	9,261.01	15,738.99	37.04 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-464.25	2,230.74	2,230.74	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	140,989.98	140,989.98	6,989.98	105.22 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	110,651.00	110,651.00	0.00	0.00	-110,651.00	0.00 %
Department: 000 - UNDESIGNATED Total:	244,651.00	244,651.00	140,989.98	140,989.98	-103,661.02	57.63 %
Revenue Total:	244,651.00	244,651.00	140,989.98	140,989.98	-103,661.02	57.63 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
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	0.00	104,095.19	1,555.81	98.53 %
900 - CAPITAL OUTLAY	110,000.00	110,000.00	0.00	28,367.00	81,633.00	25.79 %
Department: 560 - RESTRICTED FIRE FUND Total:	244,651.00	244,651.00	0.00	142,416.83	102,234.17	58.21 %
Expense Total:	244,651.00	244,651.00	0.00	142,416.83	102,234.17	58.21 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	140,989.98	-1,426.85	-1,426.85	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	15,964.00	70,951.00	0.00	100.00 %
340 - MISCELLANEOUS	110,100.00	110,100.00	1,562.97	48,965.49	-61,134.51	44.47 %
360 - CHARGES FOR SERVICES	428,108.00	428,108.00	44,310.63	625,581.13	197,473.13	146.13 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,009,159.00	1,009,159.00	61,837.60	745,497.62	-263,661.38	73.87 %
Revenue Total:	1,009,159.00	1,009,159.00	61,837.60	745,497.62	-263,661.38	73.87 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	147,420.00	147,420.00	8,012.55	93,556.84	53,863.16	63.46 %
500 - SUPPLIES	369,000.00	369,000.00	48,946.66	436,728.24	-67,728.24	118.35 %
600 - CONTRACTUAL SERVICES	116,100.00	116,100.00	6,071.58	85,064.44	31,035.56	73.27 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	4,733.39	14,042.73	5,957.27	70.21 %
900 - CAPITAL OUTLAY	356,639.00	356,639.00	0.00	0.00	356,639.00	0.00 %
Department: 505 - AIRPORT Total:	1,009,159.00	1,009,159.00	67,764.18	629,392.25	379,766.75	62.37 %
Expense Total:	1,009,159.00	1,009,159.00	67,764.18	629,392.25	379,766.75	62.37 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-5,926.58	116,105.37	116,105.37	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	334,242.00	334,242.00	34,238.74	53,278.49	-280,963.51	15.94 %
Department: 000 - UNDESIGNATED Total:	334,242.00	334,242.00	34,238.74	53,278.49	-280,963.51	15.94 %
Revenue Total:	334,242.00	334,242.00	34,238.74	53,278.49	-280,963.51	15.94 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	100,274.00	100,274.00	7,682.17	7,682.17	92,591.83	7.66 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	233,968.00	233,968.00	82,251.90	89,015.90	144,952.10	38.05 %
Department: 515 - RESTRICTED PROJECTS Total:	334,242.00	334,242.00	89,934.07	96,698.07	237,543.93	28.93 %
Expense Total:	334,242.00	334,242.00	89,934.07	96,698.07	237,543.93	28.93 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-55,695.33	-43,419.58	-43,419.58	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 08/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,800,250.00	3,000,250.00	240,614.90	2,774,233.21	-226,016.79	92.47 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	605,000.00	605,000.00	0.00	10,232.47	-594,767.53	1.69 %
Department: 000 - UNDESIGNATED Total:	3,405,250.00	3,605,250.00	240,614.90	2,784,465.68	-820,784.32	77.23 %
Revenue Total:	3,405,250.00	3,605,250.00	240,614.90	2,784,465.68	-820,784.32	77.23 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,078,070.00	1,086,070.00	106,228.63	1,074,722.26	11,347.74	98.96 %
500 - SUPPLIES	304,500.00	274,500.00	15,475.04	282,539.08	-8,039.08	102.93 %
600 - CONTRACTUAL SERVICES	770,250.00	788,750.00	86,729.61	856,497.34	-67,747.34	108.59 %
800 - DEBT SERVICE	167,592.00	189,592.00	10,934.14	348,788.28	-159,196.28	183.97 %
900 - CAPITAL OUTLAY	399,282.00	399,282.00	33,910.00	50,813.17	348,468.83	12.73 %
Department: 322 - SANITATION DEPARTMENT Total:	2,719,694.00	2,738,194.00	253,277.42	2,613,360.13	124,833.87	95.44 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	36,125.00	36,125.00	0.00	11,999.89	24,125.11	33.22 %
500 - SUPPLIES	3,500.00	3,500.00	208.08	2,288.92	1,211.08	65.40 %
600 - CONTRACTUAL SERVICES	25,100.00	25,100.00	0.00	8,378.38	16,721.62	33.38 %
800 - DEBT SERVICE	126,686.00	303,936.00	0.00	249,416.01	54,519.99	82.06 %
Department: 325 - RUBBISH Total:	191,411.00	368,661.00	208.08	272,083.20	96,577.80	73.80 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	314,145.00	314,145.00	0.00	266,396.19	47,748.81	84.80 %
500 - SUPPLIES	36,750.00	36,750.00	339.28	15,263.86	21,486.14	41.53 %
600 - CONTRACTUAL SERVICES	32,750.00	37,000.00	102.61	33,039.36	3,960.64	89.30 %
Department: 341 - LANDSCAPING Total:	383,645.00	387,895.00	441.89	314,699.41	73,195.59	81.13 %
Expense Total:	3,294,750.00	3,494,750.00	253,927.39	3,200,142.74	294,607.26	91.57 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	110,500.00	110,500.00	-13,312.49	-415,677.06	-526,177.06	-376.18 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 08/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
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	22,534.86	136,801.97	136,801.97	0.00 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	22,534.86	142,383.78	102,383.78	355.96 %
Revenue Total:	40,000.00	40,000.00	22,534.86	142,383.78	102,383.78	355.96 %
Expense						
Department: 323 - LANDFILL						
400 - PERSONNEL SERVICES	25,860.00	25,860.00	0.00	0.00	25,860.00	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	3,725.00	36,130.17	76,869.83	31.97 %
Department: 323 - LANDFILL Total:	139,360.00	139,360.00	3,725.00	36,146.17	103,213.83	25.94 %
Expense Total:	139,360.00	139,360.00	3,725.00	36,146.17	103,213.83	25.94 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-99,360.00	-99,360.00	18,809.86	106,237.61	205,597.61	-106.92 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 08/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	30,000.00	30,000.00	0.00	40,802.73	10,802.73	136.01 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	0.00	40,802.73	10,802.73	136.01 %
Revenue Total:	30,000.00	30,000.00	0.00	40,802.73	10,802.73	136.01 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	30,000.00	30,000.00	12,799.94	96,818.40	-66,818.40	322.73 %
Department: 112 - COMPUTER ASSESMENTS Total:	30,000.00	30,000.00	12,799.94	96,818.40	-66,818.40	322.73 %
Expense Total:	30,000.00	30,000.00	12,799.94	96,818.40	-66,818.40	322.73 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-12,799.94	-56,015.67	-56,015.67	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 08/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	4,174.70	47,511.37	37,511.37	475.11 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,000,000.00	4,000,000.00	0.00	0.00	-4,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	4,010,000.00	4,010,000.00	4,174.70	47,511.37	-3,962,488.63	1.18 %
Revenue Total:	4,010,000.00	4,010,000.00	4,174.70	47,511.37	-3,962,488.63	1.18 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	2,500,000.00	2,500,000.00	0.00	1,226,520.64	1,273,479.36	49.06 %
900 - CAPITAL OUTLAY	1,510,000.00	1,510,000.00	0.00	0.00	1,510,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	4,010,000.00	4,010,000.00	0.00	1,226,520.64	2,783,479.36	30.59 %
Expense Total:	4,010,000.00	4,010,000.00	0.00	1,226,520.64	2,783,479.36	30.59 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	4,174.70	-1,179,009.27	-1,179,009.27	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 08/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,250.00	1,250.00	1,490.87	31,400.77	30,150.77	2,512.06 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,000,000.00	3,000,000.00	0.00	0.00	-3,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,001,250.00	3,001,250.00	1,490.87	31,400.77	-2,969,849.23	1.05 %
Revenue Total:	3,001,250.00	3,001,250.00	1,490.87	31,400.77	-2,969,849.23	1.05 %
Expense						
Department: 600 - CAPITAL PROJECTS						
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	658,297.77	2,636,863.14	354,386.86	88.15 %
Department: 600 - CAPITAL PROJECTS Total:	3,001,250.00	3,001,250.00	658,297.77	2,639,459.64	361,790.36	87.95 %
Expense Total:	3,001,250.00	3,001,250.00	658,297.77	2,639,459.64	361,790.36	87.95 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-656,806.90	-2,608,058.87	-2,608,058.87	0.00 %

Budget Report

For Fiscal: 2018-2019 Period Ending: 08/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	810,000.00	810,000.00	66,738.60	799,205.10	-10,794.90	98.67 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	0.00	0.00	-650,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,460,000.00	1,460,000.00	66,738.60	799,205.10	-660,794.90	54.74 %
Revenue Total:	1,460,000.00	1,460,000.00	66,738.60	799,205.10	-660,794.90	54.74 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	0.00	0.00	20,844.00	20,844.00	-20,844.00	0.00 %
800 - DEBT SERVICE	238,566.00	238,566.00	4,278.50	306,965.25	-68,399.25	128.67 %
900 - CAPITAL OUTLAY	971,434.00	971,434.00	0.00	62,656.00	908,778.00	6.45 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	300,000.00	-50,000.00	120.00 %
Department: 551 - PARK & REC TOURISM Total:	1,460,000.00	1,460,000.00	25,122.50	690,465.25	769,534.75	47.29 %
Expense Total:	1,460,000.00	1,460,000.00	25,122.50	690,465.25	769,534.75	47.29 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	41,616.10	108,739.85	108,739.85	0.00 %
Report Surplus (Deficit):	6,140.00	6,140.00	-647,539.90	-2,899,097.91	-2,905,237.91	47,216.58 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	-5,000.00	-5,000.00	-108,125.05	1,071,195.82	1,076,195.82
002 - RESTRICTED POLICE FUND	0.00	0.00	-464.25	2,230.74	2,230.74
003 - RESTRICTED FIRE FUND	0.00	0.00	140,989.98	-1,426.85	-1,426.85
015 - AIRPORT FUND	0.00	0.00	-5,926.58	116,105.37	116,105.37
016 - RESTRICTED AIRPORT	0.00	0.00	-55,695.33	-43,419.58	-43,419.58
022 - ENVIRONMENTAL SERVICES	110,500.00	110,500.00	-13,312.49	-415,677.06	-526,177.06
023 - LANDFILL ACCOUNT	-99,360.00	-99,360.00	18,809.86	106,237.61	205,597.61
107 - COMPUTER ASSESSMENTS	0.00	0.00	-12,799.94	-56,015.67	-56,015.67
303 - INDUSTRIAL PARK BOND	0.00	0.00	4,174.70	-1,179,009.27	-1,179,009.27
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-656,806.90	-2,608,058.87	-2,608,058.87
375 - PARK AND REC TOURISM	0.00	0.00	41,616.10	108,739.85	108,739.85
Report Surplus (Deficit):	6,140.00	6,140.00	-647,539.90	-2,899,097.91	-2,905,237.91



Starkville Utilities – Electric Department
Budget Year 2019 (10/2018-9/2019) Report
As of August 31, 2019

****PRELIMINARY**

	Total 2019 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 41,383,000	\$ 4,396,828	\$ 37,214,118	(4,168,882)	89.93%
Other Revenue	1,317,000	53,446	1,667,630	350,630	126.62%
Total Revenue	\$ 42,700,000	\$ 4,450,274	\$ 38,881,748	(3,818,252)	91.06%
<u>Expenses</u>					
Purchased Power Expense	\$ 33,269,920	\$ 3,656,672	\$ 30,053,505	3,216,415	90.33%
Payroll Expenses	2,326,444	155,100	2,134,626	191,818	91.75%
Operating Expenses	994,500	40,500	1,016,586	(22,086)	102.22%
Maintenance Expense	1,465,000	48,150	1,205,485	259,515	82.29%
Capital Expense	2,809,290	35,000	3,445,709	(636,419)	122.65%
Debt Expense	778,675	2,250	742,592	36,083	95.37%
Tax Equivalency	1,365,000	113,750	1,251,250	113,750	91.67%
Total Expenses	\$ 43,008,829	\$ 4,051,422	\$ 39,849,753	3,159,076	92.65%
Total Revenue Over Expenses	\$ (308,829)	\$ 398,852	\$ (968,005)	\$ (659,176)	313.44%

****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 August 31, 2019

****PRELIMINARY**

	Total 2019 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 7,200,000	\$ 510,000	\$ 5,619,358	(1,580,642)	78.05%
Other Revenues	1,792,588	30,000	1,321,006	(471,582)	73.69%
Total Revenues	\$ 8,992,588	\$ 540,000	\$ 6,940,364	(2,052,224)	77.18%
<u>Expenses</u>					
Payroll Expense	\$ 1,656,003	\$ 145,658	\$ 1,586,275	69,728	95.79%
Operating Expense	1,547,000	200,000	1,426,103	120,897	92.19%
Maintenance Expense	1,806,000	95,000	1,844,329	(38,329)	102.12%
Capital Expense	2,979,000	150,000	1,176,996	1,802,004	39.51%
Debt Expense	855,643	70,500	803,501	52,142	93.91%
Total Expenses	\$ 8,843,646	\$ 661,158	\$ 6,837,204	2,006,442	77.31%
Total Revenues Over Expenses	\$ 148,942	\$ (121,158)	\$ 103,160	\$ (45,782)	69.26%

****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.: Finance and Admin
AGENDA DATE: 9.17.19
PAGE: 1

SUBJECT: Authorization for Jameika Smith to participate in the Educational Assistance Program for the Fall 2019 and Spring 2020 semesters to take master's level courses in Accounting.

AMOUNT & SOURCE OF FUNDING
001-145-481-140 Employee Education

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Finance and Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin

Jameika Smith, Deputy Clerk – Accounting for the City of Starkville, is pursuing his Master's degree in Accounting. He is requesting to participate in the Educational Assistance program to enroll in Advanced Accounting Classes.

SUGGESTED MOTION:

City of Starkville
Educational Assistance Request

Section A: Employee Request

Name (Print) Jameika Smith SS# _____

Home Address: _____

Telephone #'s: Home _____ Cell _____

Request Date 8/29/19 Date of Hire February 2014

Current Position accounting assistance Supervisor _____

Check one:

☐ Seminar ☒ College Course ☐ Workshop ☐ Conference ☐ Other: _____

Title advanced auditing

School or Organization Delta State University

Dates of attendance Aug-Dec. 2019 Total Hours Training 3

Costs: Please itemize all related costs requested for approval in accordance with the Educational Assistance Program. State the amount and category of each cost and whether such costs are requested for prepayment (seminars, workshops, accreditation programs, etc.) or for reimbursement (college courses, continuing education, etc.) reimbursement of college course, book and related course materials, and fees

What specific knowledge or skill will you learn? The course will help me to develop an understanding of internal controls, ethics, and standards for audits.

How will the acquired knowledge or skill help improve your performance and/or prepare you for more advanced responsibilities with the City of Starkville? The acquired knowledge will help me to develop a more in-depth valuation of the City's financial position.

REPAYMENT AGREEMENT:

In connection with the City of Starkville's Educational Assistance Policy, I am requesting benefits to be approved for continuing my education. I hereby agree to repay the City if I leave employment either voluntarily or involuntarily for reasons within my control prior to two years after educational assistance has been received. The repayment will be prorated according to my length of service after such benefits have been received, with my being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. I agree that the City of Starkville, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the City of Starkville, to the extent allowed by law, to offset against

any training and other employment related expenses (per section 4 above) that I would be obligated to reimburse the City of Starkville. I agree to repay any outstanding expenses for which I may be responsible to the City of Starkville at the time of my resignation.

I agree that if it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by the City of Starkville including attorney fees.

In the event of a reduction of force or if I am terminated for reasons beyond the employee's control, the City will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Personnel Officer of the City of Starkville shall review such termination and shall render the decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

Employee Signature

Jamela Smith

Date

8/29/19

Attach description of training with completed registration form and forward to your supervisor for approval process.

Section B: Approvals

Review and approve based on appropriateness, cost, scheduling, and quality of training, and availability of funding in the department's training budget.

Supervisor

Date

Department Head

Lesa Hardin

Date

8-29-19

Approve and forward to Human Resources

Review and approve for compliance with policy, quality of training and/or make recommendations for other resources.

Personnel Officer

Date

8/29/19

Approved by Mayor and Board of Aldermen on (date)

Section C: Notification of approval

To:

Date:

(Employee's Name)

Your request for Educational Assistance Benefits as indicated on this form is approved and you are authorized to enroll in the above stated classes. Only expenses which you have listed may be considered for reimbursement under the terms and provisions of this policy. You are reminded to review all provisions of the policy, specifically those pertaining to reimbursement and repayment of expenses approved.

Department Director's Authorization:



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

AGENDA ITEM DEPT.: City Clerk / CFO
AGENDA DATE: 9.17.2019
PAGE: 1

SUBJECT:

Consideration of the approval for City Clerk / CFO Lesa Hardin to attend the 2019 Master Municipal Clerk and Committee Session to be held October 2 – 4 at Lake Tiak-O’Khata with a cost not to exceed \$250.

- **Sessions:**
 - o The Chick-fil-A Approach to Customer Service and Employee Training
 - o Mississippi Infrastructure Modernization Act: Preparing for Reporting and Revenue
 - o Advanced Legal & AG’s Opinion Update
 - o Preparing for Ransomware Attacks & Cybersecurity
 - o Effective Interviewing & Legal Considerations

AMOUNT & SOURCE OF FUNDING

\$100 Registration Fee, \$70 one night hotel, Travel - Budgeted Training: 001-145-610-350

REQUESTING

DEPARTMENT: Finance and Admin

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval for City Clerk / CFO Lesa Hardin to attend the 2019 Master Municipal Clerk and Committee Session to be held October 2 – 4 at Lake Tiak-O’Khata with a cost not to exceed \$250.



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

AGENDA ITEM DEPT.: Fire
AGENDA DATE: September 17, 2019
PAGE: 1 of 6

SUBJECT: Request approval of the Rental Agreement with Canon Solutions America for a 60 month rental of a Canon copier to be used by the Fire Department at a cost of \$175.00 per month.

AMOUNT & SOURCE OF FUNDING: line item # 001-261-690-550

FISCAL NOTE: NA

AUTHORIZATION HISTORY: NA

**REQUESTING
DEPARTMENT:** Fire

**DIRECTOR'S
AUTHORIZATION:** Chief Charles Yarbrough

FOR MORE INFORMATION CONTACT: Chief Charles Yarbrough at 662-722-0051.

SUGGESTED MOTION: Approval of Rental Agreement with Canon Solutions America for a 60 month rental of a Canon copier to be used by Fire Department at a cost of \$175.00 per month.



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.

Starkville, MS 39759

Phone: 662.418.8272

www.csa.canon.com

City Of Starkville-Fire Dept.
Starkville, MS 39759
August 30, 2019

Thank you for allowing Canon Solutions America to submit this proposal for your new multifunctional digital copier needs. The Canon imageRunner Advance C5540i III multi-functional digital copier was just introduced with the latest in digital technology. The imageRunner Advance C5540i III is 40 ppm b/w and color copier, scanner, & printer. The following are the specifications:

ITEM	ITEM #	60 MONTH RENTAL
Canon imageRunner Advance C5540i III Base Model	3275C002AA	\$168.61
Inner Finisher- H1	0615C002BA	\$17.69
Cabinet	1770C001AB	\$4.66
Inner 2/3 Hole Puncher- B1	0618C002AA	\$10.88
Power Filter	6101AU76AA	\$3.83
Total (State Contract)		\$205.67
Less Discount		(-\$30.67)
Grand Total		\$175

This unit is proposed with Copy/Print/Fax/Colorscan technology

Maintenance Contract: Includes all parts, labor, toner and supplies for a cost of **\$.0092** per b/w copy and **\$.0507** per color copy.. This contract includes everything except paper. 4 hour response time Guaranteed. NO Charge for scanning. This can be billed monthly or quarterly.

A Canon U.S.A. Company

imageRUNNER ADVANCE C5500 III Series

Color | Mid-volume | Multifunction

Print up to 60 ppm (BW/color)

Scan up to 160 ipm (300 dpi) (BW/color, duplex)

Print up to 12" × 18"

6,350-sheet maximum paper capacity



Canon's comprehensive portfolio of imageRUNNER ADVANCE multifunction printers and integrated solutions can help **simplify** the end user experience and management of technology, better **control** sensitive information and print-related costs, and help ensure that technology investments proactively **evolve** with changing needs.



WORKFLOW EFFICIENCY

- 10.1" intuitive touchscreen with smartphone-like usability.
- A unique, customized experience tailored to individual preferences using My ADVANCE.
- Supports mobile solutions and integration with many popular cloud services like Google Drive.¹
- Scan and convert documents to searchable digital files in a variety of file formats.
- Integration with Canon and various third-party software with embedded application platform.



SECURITY

- Advanced standard security feature set to help safeguard sensitive information and assist in regulatory compliance.
- Integrates with existing, third-party Security Information and Event Management (SIEM) systems to help provide real-time comprehensive insights into potential threats to the network and printers.
- Technology to verify that the device boot process, firmware, and applications initialize without alterations or tampering.
- Security policy settings can be controlled with a dedicated password, configured from a central location, and exported to other supported devices.
- Control access to the device and specific features, using a host of flexible authentication methods—PIN code, user name/password, or card access.²



QUALITY AND RELIABILITY

- Canon's signature reliability and engine technologies help keep productivity high and minimize the impact on support resources.
- Outstanding imaging technologies and toner allow for consistently striking images, thanks to Canon's V² color profile.
- Designed to achieve maximum uptime with status notifications that help keep supplies replenished and intuitive maintenance videos for consumables replacement.
- imageRUNNER ADVANCE models have received many awards and recognition from leading industry analysts, often referencing strong reliability.



DEVICE AND FLEET MANAGEMENT

- Designed for quick, easy deployment.
- Remote diagnostics and parts life management for proactive maintenance and rapid fixes.
- Easy and intuitive to monitor device status and consumable levels, turn off devices remotely, observe meter readings, manage settings, and implement security policies.
- Common firmware and regular updates with Unified Firmware Platform (UFP) for continuous improvements and consistency across a fleet.



COST MANAGEMENT

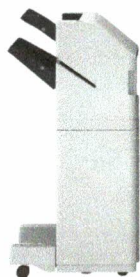
- Track and assess print, copy, scan, and fax usage and allocate costs to departments or projects.
- Apply print policies and restrict usage by user to help reduce unnecessary printing and contribute to cost efficiency.
- Standard cloud-based solution provides a centralized dashboard with up-to-the-minute insights into printer activity.
- Upgrade to uniFLOW server or cloud-based solutions for full accounting and reporting for compatible Canon and third-party devices, pull printing, job routing, and powerful scan workflows.



SUSTAINABILITY

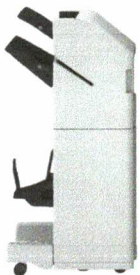
- A combination of fusing technologies and low-melting-point toner minimizes power requirements and helps achieve low energy consumption.
- Encourage environmentally conscious work practices by enabling multiple settings that can help save paper and energy.
- ENERGY STAR® certified and rated EPEAT® Gold.³

CONFIGURATION OPTIONS



STAPLE FINISHER-Y1

- 2-tray, 3,250-sheet capacity
- Corner and double stapling up to 50 sheets
- Supports Staple-free Stapling and Staple On Demand
- Supports optional internal 2/3-hole puncher (2/3 Hole Puncher Unit-A1)



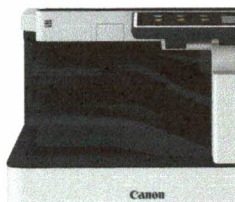
BOOKLET FINISHER-Y1

- 2-tray, 3,250-sheet capacity
- Corner and double stapling up to 50 sheets
- Booklet-making up to 20 sheets and saddle-folding up to 3 sheets
- Supports Staple-free Stapling and Staple On Demand
- Supports optional internal 2/3-hole puncher (2/3 Hole Puncher Unit-A1)

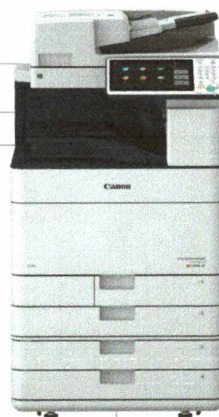


INNER FINISHER-H1

- 2-tray, 545-sheet capacity
- Corner and double stapling up to 50 sheets within the footprint of the main unit
- Supports Staple-free Stapling and Staple on Demand
- Supports optional internal 2/3-hole puncher (Inner 2/3 Hole Puncher-B1)

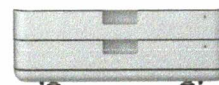


INNER 2-WAY TRAY



HIGH CAPACITY CASSETTE FEEDING UNIT-A1

- 2,450-sheet capacity
- Supports up to Letter
- 14 lb. Bond to 140 lb. Index



CASSETTE FEEDING UNIT-AM1

- Two 550-sheet cassettes
- Supports up to 12" x 18"
- 14 lb. Bond to 140 lb. Index



UTILITY TRAY-B1



COPY TRAY-J2



PAPER DECK UNIT-F1

- 2,700-sheet capacity
- 14 lb. Bond to 140 lb. Index
- Supports Letter



imagePASS-P2

- Delivers fast processing speed, outstanding image quality, and time-saving workflow
- Personalized printing with the built-in, entry-level Fiery FreeForm™ or with the supported variable data printing (VDP) formats

SPECIFICATIONS

Main Unit

Type

Color Laser Multifunctional

Core Functions

Standard: Print, Copy, Scan, Send, Store
Optional: Fax

Processor Speed

Canon Dual Custom Processor (Shared)

Control Panel

10.1" TFT LCD WSVGA Color Flat-panel

Memory

4.0 GB RAM

Hard Disk

Standard: 250 GB/Maximum: 1 TB

Interface Connection

Network: 1000Base-T/100Base-TX/10Base-T,
Wireless LAN (IEEE 802.11 b/g/n)

Others

Standard: USB 2.0 x2 (Host), USB 3.0 x1 (Host),
USB 2.0 x1 (Device)
Optional: Serial Interface, Copy Control Interface

Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets
Maximum: 3,450 Sheets
(with External Finisher and Copy Tray)

Paper Sources (LTR, 20 lb. Bond)

Standard: Dual 550-sheet Paper Cassettes,
100-sheet Stack Bypass
Optional: Dual 550-sheet Paper Cassettes
(CASSETTE FEEDING UNIT-AM1),
2,450-sheet High Capacity Paper Cassette
(HIGH CAPACITY CASSETTE FEEDING
UNIT-A1), 2,700-sheet Paper Deck
(PAPER DECK UNIT-F1)

Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,200 Sheets
Maximum: 6,350 Sheets

Finishing Capabilities

Standard: Collate, Group
With Inner: Collate, Group, Offset, Staple, Hole Punch,
Finisher: Staple-free Staple, Staple On Demand
With External: Collate, Group, Offset, Staple, Booklet, Hole
Finishers: Punch, Staple-free Staple, Staple On Demand

Supported Media Types

Paper: Thin, Plain, Recycled, Color, Heavy,
Cassette 1: Pre-punched, Letterhead, Bond,
Transparency, Envelope
Paper: Thin, Plain, Recycled, Color, Heavy,
Cassette 2: Pre-punched, Letterhead, Bond,
Transparency, Tab, Envelope
Stack Bypass: Thin, Plain, Recycled, Color, Heavy,
Pre-punched, Labels, Letterhead, Bond,
Coated, Transparency, Tab, Tracing,⁴
Envelope

Supported Media Sizes

Paper: Letter, Executive, Statement-R, Envelope
Cassette 1: [No.10 (COM10), DL, ISO-C5], Custom Size
(3-7/8" x 5-7/8" to 11-3/4" x 8-1/2")
12" x 18", 11" x 17", Legal, Letter, Letter-R,
Executive, Statement-R, Envelope
Cassette 2: [No.10 (COM10), Monarch, DL, ISO-C5],
Custom Size (3-7/8" x 7-1/8" to 12" x 18")
12" x 18", 11" x 17", Legal, Letter, Letter-R,
Executive, Statement, Statement-R,
Envelope [No.10 (COM10), Monarch, DL,
ISO-C5], Envelope Custom Size (3-7/8" x
3-7/8" to 12-5/8" x 18"), Custom Size
(3-7/8" x 5-1/2" to 12-5/8" x 18"), Free Size
(3-7/8" x 5-1/2" to 12-5/8" x 18")

Supported Media Weights

Cassettes: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²)
Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m²)
Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m²)

Warm-up Time

From Power On: Approx. 10 Seconds⁵
From Sleep Mode: Approx. 10 Seconds⁶
Quick Startup Mode: Approx. 4 Seconds⁷

Dimensions (W x D x H)

24-3/8" x 29-1/4" x 47-2/7" (620 mm x 742 mm x 1201 mm)⁸

Installation Space (W x D)

Basic: Stack Bypass + Cassette Drawers open:
37-1/8" x 46-3/8" (943 mm x 1176 mm)⁸

Weight

Approx. 310.9 lb. (141kg)⁹

Print Specifications

Print Speed (BW and Color)

C5560i III: Up to 60 ppm (Letter); Up to 36 ppm
(Letter-R); Up to 34 ppm (Legal);
Up to 32 ppm (11" x 17")
C5550i III: Up to 50 ppm (Letter); Up to 30 ppm
(Letter-R); Up to 29 ppm (Legal);
Up to 27 ppm (11" x 17")
C5540i III: Up to 40 ppm (Letter); Up to 24 ppm
(Letter-R); Up to 23 ppm (Legal);
Up to 22 ppm (11" x 17")
C5535i III: Up to 35 ppm (Letter); Up to 23 ppm
(Letter-R); Up to 21 ppm (Legal);
Up to 18 ppm (11" x 17")

Print Resolution (dpi)

1200 x 1200, 600 x 600

Standard Page Description Languages

UFR II, PCL6, Adobe PS 3

Direct Print

Available from USB, Advanced Box, Remote UI, and
Web Access¹⁰

Supported File Types

PDF, TIFF, JPEG, EPS,¹¹ XPS

Printing from Mobile and Cloud-based Services

A range of software and MEAP-based solutions are
available to provide printing from compatible mobile devices
or Internet-connected devices and cloud-based services
depending on your requirements. Please contact your sales
representative for further information.¹²

Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts,
Andalé Mono WT J/K/S/T (Japanese,
Korean, Simplified and Traditional Chinese),¹³
Barcode Fonts¹⁴
PS fonts: 136 Roman

Operating System¹⁵

UFR II: Windows Server 2008/Windows 7/Server
2008 R2/Server 2012/Windows 8.1/Server
2012 R2/Windows 10/Server 2016, MAC OS
X (10.9 or later)
PCL: Windows Server 2008/Windows 7/Server
2008 R2/Server 2012/Windows 8.1/Server
2012 R2/Windows 10/Server 2016
PS: Windows Server 2008/Windows 7/Server
2008 R2/Server 2012/Windows 8.1/Server
2012 R2/Windows 10/Server 2016, MAC OS
X (10.9 or later)
PPD: MAC OS X (10.3.9 or later), Windows 7/8.1/10

Copy Specifications

Copy Speed (BW and Color)

C5560i III: Up to 60 ppm (Letter); Up to 36 ppm
(Letter-R); Up to 34 ppm (Legal);
Up to 32 ppm (11" x 17")
C5550i III: Up to 50 ppm (Letter); Up to 30 ppm
(Letter-R); Up to 29 ppm (Legal);
Up to 27 ppm (11" x 17")
C5540i III: Up to 40 ppm (Letter); Up to 24 ppm
(Letter-R); Up to 23 ppm (Legal);
Up to 22 ppm (11" x 17")
C5535i III: Up to 35 ppm (Letter); Up to 23 ppm
(Letter-R); Up to 21 ppm (Legal);
Up to 18 ppm (11" x 17")

First-Copy-Out Time

C5560i III: As fast as 2.9 seconds (BW)/
4.5 seconds (Color)
C5550i III: As fast as 3.5 seconds (BW)/
5.2 seconds (Color)
C5540i III: As fast as 4.1 seconds (BW)/
6.1 seconds (Color)
C5535i III: As fast as 4.9 seconds (BW)/
7.4 seconds (Color)

Copy Resolution (dpi)

Reading: 600 x 600
Printing: 1200 x 1200

Multiple Copies

Up to 999

Magnification

25%-400% (1% Increments)

Preset Reductions

25%, 50%, 64%, 73%, 78%

Preset Enlargements

121%, 129%, 200%, 400%

Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper
Setting, Previous Settings, Favorite Settings, Finishing,
Two-sided, Density Adjustment, Original Type Selection,
Interrupt Mode, Setting Confirmation/Cancel

Special Copy Features

Book to Two Pages, Two-sided Original, Finishing, Booklet,
Job Build, N on 1, Add Cover, Insert Sheets, Different-size
Originals, Density Adjustment, Original Type Selection,
Transparency Cover Sheets, Page Numbering, Copy Set
Numbering, Sharpness, Erase Frame, Secure Watermark,
Print Date, Shift, Gutter, Print & Check, Negative/Positive,
Repeat Images, Merge Job Blocks, Job Done Notice, Mirror
Image, Print on Tab, Store in Mail Box, Superimpose Image,
Copy ID Card, Skip Blank Pages, Detect Feeder Multi Sheet
Feed, Free Size Original, Color Balance, Adjust One-Touch
Color, Area Designation

Scan Specifications

Type

Color Platen and Single-Pass Duplexing Automatic
Document Feeder

Document Feeder Paper Capacity

150 Sheets (20 lb. Bond)

Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R,
Custom Size: 5" x 5-1/2" to 12" x 17"

Document Feeder Supported Media Weights

BW Original: 13 lb. Bond to 58 lb. Cover (50 to 157 g/m²)
Color Original: 17 lb. Bond to 58 lb. Cover (64 to 157 g/m²)

Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects [Height: up to 2"
(50 mm), Weight: Up to 4.4 lb. (2kg)]

Pull Scan

Color Network ScanGear2 for both Twain and WIA
Supported OS: Windows 7/8.1/10
Server 2008/Server 2008 R2/Server
2012/Server 2012 R2/Server 2016

Scan Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200,
200 x 100, 150 x 150, 100 x 100

Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to
compatible mobile devices and certain cloud-based
services depending on your requirements.

Scan Speed (Letter)

Single-sided Scanning

BW: 80 ipm (300 dpi)/80 ipm (600 dpi)
Color: 80 ipm (300 dpi)/60 ipm (600 dpi)
Double-sided Scanning
BW: 160 ipm (300 dpi)/150 ipm (600 dpi)
Color: 160 ipm (300 dpi)/80 ipm (600 dpi)

Send Specifications

Destination

Email/Internet Fax (SMTP), SMB v3.0, FTP, WebDAV, Mail Box, Super G3 Fax (Optional), IP Fax (Optional)

Address Book

LDAP (2,000)/Local (1,600)/Speed Dial (200)

Send Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200, 200 x 100, 150 x 150, 100 x 100

Communication Protocol

File: FTP (TCP/IP), SMB v3.0, WebDAV
Email: SMTP, POP3

File Format

Standard: TIFF, JPEG, PDF (Encrypted, Compact, Searchable, Apply Policy, Optimize for Web, PDF A/1-b, Limited Color Device Signature), XPS (Compact, Searchable, Device Signature), Office Open XML (PowerPoint, Word)
Optional: PDF (Trace & Smooth, User Signature), XPS (User Signature)

Universal Send Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density Adjustment, Sharpness, Copy Ratio, Erase Frame, Job Build, Delayed Send, Preview, Job Done Notice, File Name, Subject/Message, Reply-to, Email Priority, TX Report, Original Content Orientation, Skip Blank Originals, Detect Feeder Multi Sheet Feed

Fax Specifications (Optional)

Modem Speed

Super G3: 33.6 Kbps
G3: 14.4 Kbps

Compression Method

MH, MR, MMR, JBIG

Resolution (dpi)

400 x 400, 200 x 400, 200 x 200, 200 x 100

Sending/Recording Size

Statement-R to 11" x 17"

Fax Memory

Up to 30,000 Pages

Speed Dials

Max. 200

Group Dials/Destinations

Max. 199 Dials

Sequential Broadcast

Max. 256 Addresses

Memory Backup

Yes

Fax Features

Original Type Selection, Two-sided Original, Book to Two Pages, Different-size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Sender's Name (TTI), Select Line, Selecting the Telephone Line, Direct Send, Delayed Send, Preview, Job Done Notice, TX Report, Detect Feeder Multi Sheet Feed

Store Specifications

Mail Box (Number Supported)

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

Advanced Box

Communication Protocol: SMB or WebDAV

Supported

Client PC: Windows (Windows 7/8.1/10)

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

Advanced Box Available Disc Space

Approx. 16 GB (Standard HDD)

Approx. 480 GB (With Optional 1 TB HDD)

Advanced Box Features

Authentication for Advanced Box Log-in, Sort Function, Printing a PDF File with a Password, imageWARE Secure Audit Manager Support

Memory Media

Standard: USB

Security Specifications

Authentication

Standard: Universal Login Manager, uniFLOW Online Express,¹ User Authentication, Department ID Authentication, Access Management System, Device and Function Level Log-in uniFLOW
Optional:

Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption (FIPS140-2 Validated), Verify System at Startup
Optional: Hard Disk Drive Mirroring, Hard Disk Drive removal, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

Network

Standard: Encrypted Secure Print, IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP, S/MIME, SIEM Integration

Document

Standard: Secure Watermark, Secure Print, Adobe LifeCycle[®] Rights Management ES2.5 Integration, Encrypted PDF, Encrypted Secure Print, Digital Signature
Optional: User Signature, Document Scan Lock

Environmental Specifications

Operating Environment

Temperature: 50 to 86°F

Humidity: 20 to 80% RH (Relative Humidity)

Power Requirements

C5560i III/

C5550i III: 120-127V AC 60 Hz, 11.5 A

C5540i III/

C5535i III: 120-127V AC, 60 Hz, 10 A

Plug (Main Unit)

C5560i III/

C5550i III: NEMA 5-20P

C5540i III/

C5535i III: NEMA 5-15P

Power Consumption

Maximum: Approx. 1,800 W

Standby: Approx. 65.2 W¹⁷

Sleep Mode: Approx. 0.8 W¹⁸

Typical Electricity Consumption (TEC) Rating:

3.2 kWh (iR ADV C5560i III)

2.5 kWh (iR ADV C5550i III)

2.0 kWh (iR ADV C5540i III)

1.6 kWh (iR ADV C5535i III)

Standards

ENERGY STAR[®] Certified

Rated EPEAT[®] Gold³

Consumables

Toner

GPR-55 Toner¹⁹

Toner Yield (Estimated @ 5% Coverage)

Black: 69,000 Images

Color (C,M,Y): 60,000 Images

¹ Subscription to a third-party cloud service required. Subject to third-party cloud service providers' terms and conditions.

² Requires additional option.

³ For current EPEAT rating (Gold/Silver/Bronze), please visit www.epeat.net.

⁴ Some types of tracing paper cannot be used.

⁵ Time from device power-on to when copy jobs can be programmed with Quick Start Up mode.

⁶ Time from exiting Sleep mode to when printing is operational.

⁷ Time from device power-on to when key operation can be performed on the touch screen.

⁸ Includes main unit and either Cassette Feeding Unit-AM1, High Capacity Cassette Feeding Unit-A1, or Cabinet Type-N.

⁹ Includes main unit, consumables, and Cassette Feeding Unit-AM1.

¹⁰ PDF print from Web sites is supported.

¹¹ EPS can be printed directly only from the Remote User Interface.

¹² For more information, including compatibility, please visit <https://www.usa.canon.com/mobile-app>.

¹³ Requires the optional PCL International Font Set-A1.

¹⁴ Requires the optional Barcode Printer Kit-D1.

¹⁵ Other operating systems and environments including AS/400, UNIX, Linux and Citrix may be supported. Some of these solutions are chargeable. SAP Device Types are available via the SAP Market Place. For more information, contact your sales representative.

¹⁶ No charge for this solution; however activation is required.

¹⁷ Reference Value (measured one unit).

¹⁸ 0.8 W Sleep mode not available in all circumstances due to certain settings.

¹⁹ GPR-55L Toner also available for Color (C, M, Y).

Yield (estimated @ 5% coverage) is 26,000 images.

For detailed specifications and a comprehensive list of optional accessories, see the imageRUNNER ADVANCE C5500 III Series Specifications document.

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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 09-17-19
PAGE: 1 of 6

SUBJECT: Request authorization for Clarence Parks to travel to Biloxi, MS to attend the 2019 Training Chiefs Conference October 16 – 17, 2019 at an approximate cost of \$450.00 (meals, reservations/hotel, and conference registration).

AMOUNT & SOURCE OF FUNDING This amount will be paid from the Training Fund (001-263-600-390).

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval for authorization for Clarence Parks to travel to Biloxi, MS to attend the 2019 Training Chiefs Conference October 16 – 17, 2019 at an approximate cost of \$450.00 (meals, reservations/hotel, and conference registration).



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10th Annual
*2019 MS Fire Service Training
Officers/Training Personnel
Conference*

Sponsored by:

Mississippi State Fire Academy
Mississippi Fire Instructors Association

Hosted by:

Biloxi Fire Department
October 16–17, 2019

IP Casino
Biloxi, MS

Wednesday, October 16th, 2019

8:00 a.m. – 8:30 a.m.	Registration - Vendor Room Open – Coffee/Pastries	
8:30 a.m. – 9:00 a.m.	Welcome and Opening Ceremony	Chief Steven Ashby, Program Director, MSFA <u>Posting of the Colors</u> Biloxi Honor Guard Invocation <u>Introductions</u> Chief Joe Boney, Chief of Biloxi Fire Dept. Mayor FoFo, City of Biloxi President, Board of Supervisors, Harrison County Director Terry Wages, MSFA Director Chief Norris Robbins, Retired, MSFSIA President IP Staff Welcome TCC Conference Vendors Conference Overview
9:00 a.m. – 10:00 a.m.	<i>Morning “T” with Fire-bridge - “Training Documentation”</i>	<i>Tammy Peavy, Training Specialist MS State Fire Marshalls Office</i>
10:00 a.m. – 10:30 a.m.	Network Break – Vendor Room Open – [Sponsorship Available]	
10:30 a.m. – 11:30 p.m.	<i>“Do’s & Don’ts” – Fire-bridge Check List Procedures</i>	<i>Tammy Peavy, Training Specialist MS State Fire Marshalls Office</i>
11:30 p.m. – 12:30 p.m.	Lunch Provided – [Sponsorship Available]	
12:30 p.m. – 1:30 p.m.	<i>“NEW MSFA Online Registration Procedures & Guidelines”</i>	<i>Kurt Turner, IT Director, MSFA</i>
1:30 p.m. – 2:00 p.m.	Network Break – Vendor Room Open – [Sponsorship Available]	
2:00 p.m. – 3:00 p.m.	<u>Break Out Sessions:</u>	
<u>First Track:</u>	<i>“Vendor Spotlight Topic - To Be Announced”</i>	<i>Vendor Spotlight – NAFCO/LION Specialist Ryan Brown</i>
<u>Second Track:</u>	<i>Getting Started as New Training Chief/Officer</i>	<i>Chief John Jennings, Retired, MSFA Adjunct Instr.</i>
3:00 p.m. – 3:30 p.m.	Network Break – Vendor Room Open [Sponsorship Available]	
3:30 p.m. – 4:30 p.m.	<i>“Training with Workforce”</i>	<i>Kelly Dye, Workforce MEP Director, MS Gulf Coast Community College Jon Hyatt, Training Chief, Pascagoula Fire Department</i>

Tuesday Night, October 15

Networking Cookout and Social Event:

6:00 p.m.

This social event will be provided at the famous Biloxi Fire Museum and sponsored by the MS Fire Service Instructors Association. Included in your registration is the time to take advantage of networking opportunities with fellow Training Chiefs, Training Officers, County Training Officers along with other Training Personnel from all over the state. Live Fire Demonstration.
[Transportation will be provided to/from this event from IP casino lobby starting at 5:30p.m.]

Wednesday Night, October 16

Social Event (5:00p.m. – 7:00p.m.) to be announced.

Dinner on your own, enjoy a variety of several dining opportunities around the Biloxi gulf coast.

ALL Raffle Ticket Sale Proceeds from the famous "What's in the Prize Cooler" will be presented to the President of OUR "MS Burn Camp Kids Foundation"!



Thursday, October 17th

8:00 a.m. – 8:30 a.m.	Vendor Room Open - Coffee and Pastries – [Sponsorship Available]	
8:30 a.m. – 9:30 a.m.	<i>It is “NOT” Always HAZMAT!</i>	<i>Mr. Glen Rudner</i>
	<i>Specialist, Hazardous Materials Compliance Officer, NorFolk Southern Corporation</i>	
9:30 a.m. – 10:00 a.m.	Networking Break – Last Call for Vendor Room Open – Check Out	
10:00 a.m. – 10:45 a.m.	<i>Continued: It is “NOT” always HAZMAT</i>	<i>Mr. Glen Rudner</i>
	<i>Specialist, Hazardous Materials Compliance Officer, NorFolk Southern Corporation</i>	
10:45 a.m.–11:00 a.m.	<i>TCC Vendor Thanks/Vendor Door Prizes</i>	<i>All TCC Conference Vendors</i>
	<i>Special Guest – MS Burn Camp for MS Kids</i>	
11:00 a.m. – 11:15 a.m.	<i>Accreditation Updates to MSFA Curriculum and Testing</i>	<i>Instructor Chief Shannon Sandridge</i>
		<i>MSFA</i>
11:15 a.m. – 11:45 p.m.	<i>MS Fire Service Instructors Association</i>	<i>Chief Norris Robbins, Retired, MFSIA President</i>
	<i>(Presentation & Yearly Elections)</i>	<i>Elections of MFSIA Board Members</i>
11:45 a.m. – 12:00 p.m.	<i>Interdepartmental Training Resources</i>	
	<i>All Raffle Ticket Winners & Door Prize Winners</i>	
	<i>Closing Remarks</i>	<i>Instructor Chief Steven Ashby, MSFA, Program Director</i>

2019 MS Fire Service Training Officers/Training Conference – October 16 & 17, 2019, Biloxi, MS

Clarence V. Parks
(Name)
Training Chief
(Title)

Starkville Fire Department
(Organization) Oktibbeha
(County)

c.parks@cityofstarkville.org
(Email Address)

503 East Lampkin Street Starkville, MS. 39759
(Mailing Address)

Telephone Numbers:

Work: 662 - 323 - 2962 Cell: 662 - 769 - 0833

NOTE: Please make your lodging reservations at the IP Casino (host hotel) located at 850 Bay View Avenue, Biloxi, MS 39530, (888-946-2847). The event is **"2019 Fire Service Training Conference"** group code is **S190277**. (Hotel Rate is \$59.99 + applicable state, resort fee & local lodging taxes currently 12%, **NO LATER THAN Sept. 30, 2019**)

Conference Information:

October 15th --- Tuesday Night Social. (6:00 p.m. to 9:00 p.m.)
October 16th --- Wednesday (8:00 a.m. to 4:30 p.m.)
October 17th --- Thursday (8:00 a.m. to 12:00 p.m.)

As a convenience: Included in conference fee is MS Fire Service Instructors Association membership.

Conference Fee:

Registration received by Sept. 30, 2019 ...\$135.00
Registration received after Sept. 30, 2019... \$155.00

Make payable to: MS Fire Service Instructors Association
(See below)

Cash, Check or P.O. Number accepted (no credit cards)

Indicate each additional Wednesday guest lunch ticket(s) @ \$20.00 each _____.

[This form will serve as the invoice for this conference] Total indicated for conference \$135.00.

Send registration form and payment to: MS Fire Service Instructors Association [MSFSA]

41 Blake Rd, Hickory, MS 39332

Attn: Ginger Hand

Email questions to: Ginger Hand - hvfd33@yahoo.com

Norris Robbins - chiefrobbins38828@gmail.com

Brad Beard - beard_503@hotmail.com

Steven Ashby - sashby@msfa.ms.gov



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 09-17-19
PAGE: 1

SUBJECT: Request permission to allow WKMB Concrete, LLC permission to construct a 50 X 60 concrete pad to be used for a future storage building for a cost of \$26,000. This is the lowest of the two quotes.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to allow WKMB Concrete, LLC permission to construct a 50 X 60 dirt pad to be used for a future storage building for a cost of \$26,000. This is the lowest of the two quotes.



August 26, 2019

TO | Starkville Fire Department

FROM | Quote for proposed concrete slab - Station 5

Provide labor and materials for 60x50 concrete slab for proposed metal building

TOTAL

\$33,540.00

Price based on typical detail (sketch attached). It is recommended that owner have a geo technical survey done and have a licensed engineer design foundation accordingly.

Willie Brown/WRMB Concrete, LLC
P.O. Box 251 Starkville MS 38760

(Rev) 418-044

Proposal

9-11-19

Five Station
Road Rd.
Starkville, MS

City of Starkville
Road Rd.
Starkville, MS

a concrete slab 20' x 60'

Forming & Finish work

Price consist of: Concrete, Rebar and labor

22 yds price = \$11,220.00

240 price rebar = \$3,000.00

labor = 11,220

Twenty six thousand dollars
\$26,000

Willie Brown

Willie Brown/WKMB Concrete, LLC
P.O. Box 761 Starkville MS 39260

Proposal

(662) 418-0499

TO City of Starkville	PROPOSAL NO.	DATE 9-11-19
ADDRESS Reed Rd.	BID NO.	ARCHITECT
CITY, STATE Starkville, MS	WORK TO BE PERFORMED AT: Fire Station	
PHONE NO.	ADDRESS Reed Rd.	
	CITY, STATE Starkville, MS	
	DATE OF PLANS	

We hereby propose to furnish the materials and perform the labor necessary for the completion of a concrete slab 50'x60'
forming & finishing

Area below for additional description and/or drawings:

price consist of: Concrete, rebar and labor
25 yds price = \$11,250.00
240 price rebar = \$ 3,000.00
labor = 11,750

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Twenty Six thousand dollars
Dollars (\$ 26,000) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Willie Brown
Per _____

Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 17, 2019
Page: 1

SUBJECT:

Request authorization to change the classification of Vittoria Arnold from Animal Control Officer to Lead Animal Control Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Grade 10, Non Exempt Annual Salary of \$34,840 (\$16.75 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-360-440-114

AUTHORIZATION HISTORY:

This reclassification is due to the fact, the former Lead Animal Control Officer (Sarah Atkins) resigned to become the Manager of the Humane Society.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

R. Frank Nichols, Police Chief

FOR MORE INFORMATION CONTACT:

R. Frank Nichols, Police Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to change the classification of Vittoria Arnold from Animal Control Officer to Lead Animal Control Officer in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: September 17, 2019
Page: 1

SUBJECT:

Request authorization to hire Brandy Johnson as an Animal Control Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Salary grade 9 – Non-Exempt Salary of \$31,720 (\$15.25) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-360-440-114

AUTHORIZATION HISTORY:

This is a replacement position. This position will replace Vittoria Arnold pending Board approval of reclassifying her as the Lead Animal Control Officer, due to Sarah Atkins resigning.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

R. Frank Nichols, Police Chief

FOR MORE INFORMATION CONTACT:

R. Frank Nichols, Police Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Brandy Johnson as an Animal Control Officer in the Starkville Police Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: September 17, 2019

Page: 1

SUBJECT:

Request authorization to hire Izzac Johnson, Jonathan Luttrell, Darnell Madison and Veleeka Nash as Certified Police Officers in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Izzac Johnson - Grade 9, Salary for Certified Police Officers \$36,335.00 (\$16.25 per hour) based on 2236 hours per year.

Jonathan Luttrell - Grade 9, Salary for Certified Police Officers \$36,335.00 (\$16.25 per hour) based on 2236 hours per year.

Darnell Madison - Grade 9, Salary for Certified Police Officers \$36,335.00 (\$16.25 per hour) based on 2236 hours per year.

Veleeka Nash - Grade 9, Salary for Certified Police Officers \$36,335.00 (\$16.25 per hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

These are replacement positions. These positions were previously held by Michael Banks, Hunter Brown, Dalton Daniel, and Prestin Henderson who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

R. Frank Nichols, Police Chief

FOR MORE INFORMATION CONTACT:

R. Frank Nichols, Police Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Izzac Johnson, Jonathan Luttrell, Darnell Madison and Veleeka Nash as Certified Police Officers in the Starkville Police Department.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation hereinafter referred to as the "City", by and through its authorized representative, and **STARKVILLE SOCCER ASSOCIATION**, a Mississippi **Nonprofit** hereinafter referred to as the "Association".

WHEREAS, the Association provides a form of recreation for the City of Starkville and the Oktibbeha County area; and

WHEREAS, the City desires to assist in providing such form of recreation to area residents;

NOW, THEREFORE, for and in consideration of the mutual promises recited herein, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

1.01 The term "Association" shall mean an entity organized under the laws of the State of Mississippi whose main purpose is to participate in athletic league games against athletic teams in the same athletic league at City Facilities. The Association shall offer divisions in age groups that adequately meet the needs of the community. If an age group is not offered but requested by the community, the Association shall make all efforts to add the requested age group in future seasons.

1.02 The term "City Facility or City Facilities or Facility" shall mean any athletic fields owned and operated by the City of Starkville.

1.03 The Term "Participant" shall mean any person whether individually or as part of a team that takes part in the Association's activities.

1.04 The term "Participant Fee" shall mean any consideration paid on the basis of individual registration.

**ARTICLE II
GENERAL TERMS**

2.01 This Agreement shall be in effect from the date of execution until August 31, 2020. The City will permit the Association to use all necessary fields at the Starkville Sportsplex, located at 405 Lynn Lane, Starkville, MS 39759 for the purpose of organizing and implementing athletic leagues for practices and games to be played on City Facilities. While primary use by the Association 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 with Thirty (30) days notice.

2.02 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.

- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

2.03 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) at the time of the execution of the agreement before facility use begins. 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.

2.04 Participant fees as defined in paragraph 2.03 are to be paid within 30 days of the conclusion of the season.

2.05 The Association 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 Association
- (d) Assisting with minor soccer net repairs including, but not limited to, usage of zip ties to affix the soccer net to the goal frame.

2.06 To maintain order and safety, the Association 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.

2.07 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, goal anchors and similar equipment related to the proposed use of Facility by the Association
- (d) General grounds maintenance of Facility and City-installed equipment
- (e) Determining whether the Facility will be open or closed for the Association'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 Association 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.

2.08 The Association is prohibited from using personal equipment to perform maintenance on any City facilities.

2.09 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

2.10 The Association 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 Association.

2.11 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE III INSURANCE REQUIREMENTS

3.01 During the term of this Agreement, the Association 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 Association, 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 Association'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 Association's insurance and shall not contribute to it.

3.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and is attached.

ARTICLE IV NON-DISCRIMINATION CLAUSE

The Association 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 V USE OF FACILITY KEYS

The City will issue key(s) to the Association for and during the use of the Facility. The keys may not be reproduced or duplicated by the Association. The Association 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 Association, the Association agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE VI REPAIRS AND DAMAGES TO FACILITIES

The Association 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 Association. This applies, but is not limited to any and all persons associated with the Association who use the Facility or who attend the Association's events at the Facility during the term of the Agreement. The Association 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 VII OFFICERS' NAMES AND SCHEDULE OF ACTIVITIES

7.01 The Association agrees to provide a list of all officers and other persons who will be in charge of the activities engaged in by the Association during the use of the Facility. The Association also agrees to provide addresses and phone numbers for the above-referenced persons.

This list of names, addresses, and phone numbers must be provided to the City prior to the beginning of the term of the Agreement and updated as necessary, included at the beginning of each new Season of play.

ARTICLE VIII RESIDENT POLICY

All City of Starkville recreation programs and facilities are designed to benefit the Starkville community first. Residents may be charged a discounted fee for certain activities or for use of certain facilities.

ARTICLE IX SAFETY PROCEDURES

The Association hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The Association, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE X CRIMINAL BACKGROUND CHECKS

The Association 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 Association's youth 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 Association shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the Association'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 Association shall prohibit that individual from serving in any official capacity with the Association's activities. Additionally, the Association shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE XI INDEMNIFICATION

The Association 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 Association. 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 Association, 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 XII RELEASE

The Association 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 Association'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 XIII FINANCIAL RECORDS

13.01 The Association shall employ financial management systems that reasonably safeguard its financial resources and ensure that public facilities are not being used to generate profits for individuals or groups. Financial records should be developed and maintained in a way that is accessible and understandable to program participants.

13.02 The City shall have the right to review all financial records relating to the operation of the Association and its activities and operations that take place on City facilities. Such records should be maintained in accordance with generally acceptable accounting principles and be submitted to the City within ten (10) days of request.

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 Association 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

A. Insurance

STARKVILLE SOCCER ASSOCIATION

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF STARKVILLE

By:_____

Mayor

Date:_____



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: September 17, 2019
PAGE: 1 of 18

SUBJECT: Request permission to allow Nick Callahan, Lisa Cox, Bruce Harris, William Pochop, and Joseph Williams to attend the Mississippi Recreation and Park Association Conference October 20-24, 2019 in Biloxi, Mississippi with a total cost not to exceed \$2,200.00.

AMOUNT & SOURCE OF FUNDING: Funds will be expended from the General Fund 001-550-610-350 Travel/Training.

FISCAL NOTE:

\$627.44 – hotel. Nick Callahan and William Pochop will be staying four nights in one room, Lisa Cox will be staying three nights in one room, and Bruce Harris and Joseph Williams will be staying one night in one room, for a total cost of \$627.44 for eight total nights.

\$1,015.00 – Full registration for Nick Callahan, Lisa Cox, and William Pochop at \$255 per person, then \$125 per person for Bruce Harris and Joseph Williams to attend Wednesday, October 23 only for sessions geared towards maintenance and grounds.

\$407.00 – Meal and Incidentals Cost in cases where the conference does not provide meals.

\$103.20 – Lisa Cox will drive a personal vehicle with reimbursement of \$0.20 per mile for 516 miles.

AUTHORIZATION HISTORY: This conference is held annually, with Starkville Parks and Recreation being key leaders within the organization. Several staff members hold various volunteer positions within the organization. Starkville has been selected to host the 2020 MRPA Conference, so continuing to support the organization and attend the conference is important as we prepare to host next year.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, (662) 323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Move approval of permission for Nick Callahan, Lisa Cox, Bruce Harris, William Pochop, and Joseph Williams to attend the Mississippi Recreation and Park Association Conference October 20-24, 2019 in Biloxi, Mississippi.



Mississippi Recreation & Park Association Annual Conference Schedule and Registration

October 21-23, 2019 ♦ Biloxi, MS ♦ IP Casino Resort Spa

Pre-Conference | Sunday, October 20

7:00 – 9:00 pm Board Meeting IP Casino Board Room

Monday, October 21, 2019

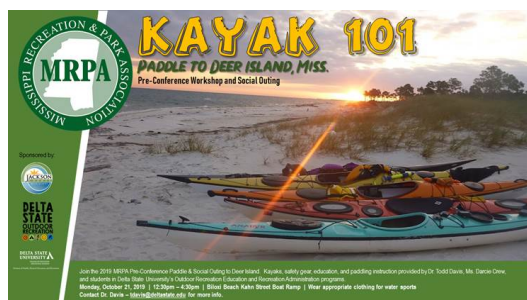
Noon – 5:00 pm Registration and Vendor Setup Ballroom 2 Foyer

Noon – 5:00 pm

GOLF SCRAMBLE/LUNCH

SUNKIST COUNTRY CLUB

Sponsors:



12:30 pm – 4:30 pm

KAYAK 101/PADDLE TO DEER ISLAND

Biloxi/Horn Island

12:30pm: Meet at Kuhn Street Boat Ramp, Biloxi, Miss.

12:45pm: Meet and Greet & Review Itinerary.

1:00pm: Gear and Kayak Review – parts, pieces, safety, and more.

1:30pm: Paddling & Entry – forward, backward, side, & turns + beach & dock entry/exit.

2:00pm: In-Water Paddling & Harbor/Navigation Safety – enroute Deer Island.

2:45pm: Arrive Deer Island – Intro to wet exits and kayak rescues.

3:30pm: Regroup and Depart Deer Island – enroute Biloxi Beach (Kahn Street Boat Ramp).

4:00pm: Arrive Biloxi Beach (Gear Clean & Stow + vehicle loading workshop and knot lesson).

4:30pm: Debrief & Process – Dismiss and Depart to IP.

6:00 – 9:00 pm

HOST WELCOME SOCIAL

HARBOR MARKET PAVILION - JONES PARK- GULFPORT

Sponsors:



Tuesday, October 22, 2019

7:30 – 3:30 pm Registration Ballroom Foyer – Third Floor

7:30 – 9:15 am Vendor Setup Ballroom ABC

8:00 – 9:15 am **A1 - OPENING GENERAL SESSION/BUSINESS MEETING** **CREATING AND ENSURING A RELEVANT PARKS AND RECREATION AGENCY**

Chris Nunes/Ballroom EFGH – Sponsored by Landscape Structures

The challenges of today are multi-faceted and can range from social ills to business models. Do we attempt to solve them all or identify what problems our agency's effectively address? What is most important is to understand how to be relevant, thus making sports and recreation agencies a critical success factor to the success of a community. Along the way identification and development of critical advocates to ensure your success is needed. This session will address how to evaluate where you are, the identification of critical advocates and implement a plan for relevance.



9:15 – 9:25 am **Exhibit Hall Break** **Ballroom ABC**

9:25 – 10:40 am **CONCURRENT EDUCATIONAL SESSIONS**

A2 - PLAYGROUND SAFETY/CPSI

Mike Fingerioth/LSI/Ballroom E

This education session will highlight the primary causes of playground injuries and discuss the responsibilities owners, as well as manufacturers, have for providing and maintaining safe playgrounds. Participants will gain an understanding of the current regulatory environment and how to develop operational policies to ensure compliance with standards. Finally, participants will learn how to establish a playground audit and inspection protocol that can become part of a routine business practice.

A3 - MARKETING IN A TECHNOLOGY CENTER WORLD

Kristen Nooe/Ballroom F

In this session we'll share the best social media and technology practices to reach and engage a parks and recreation audience. We'll also discuss ways to program and market to the young professional demographic.

A4 - INNOVATIVE AND PROGRESSIVE COMMUNITY THERAPEUTIC RECREATION PROGRAMS

Tatum Davis and Rick Green/Ballroom G

In this session, the speakers will present strategies for developing and improving inclusive therapeutic recreation programs offered by municipal parks and recreation departments. The

presented strategies will reflect the inclusive therapeutic recreation programs developed by the speakers for both school and community therapeutic recreation programs over the past three years and will highlight the programs that were tested and implemented by the primary speaker with the Columbus, Ohio Recreation and Parks Department. The presentation will include an explanation of the models of therapeutic recreation service that form the basis for community therapeutic recreation programming; a presentation of the barriers to inclusion commonly encountered in Mississippi community recreation programs and a discussion on strategies for addressing and overcoming the barriers; a discussion on recruiting participants and establishing a system for referrals, and an in-depth discussion on facilitating inclusion on several levels of programming.

10:40 – 10:50 am

Exhibit Hall Break

Ballroom ABC

10:50 am – 12:05 pm

CONCURRENT EDUCATIONAL SESSIONS

A5 - EXPENSE MANAGEMENT: REDUCE COSTS BUT NOT QUALITY!

Chris Nunes/Ballroom E

Expense management for our programs and facilities is an essential skill for any recreation and sport agency. Participants will gain knowledge in the various methods in which to reduce costs through a variety of tips, tricks and techniques which range from supplies to staff. Specific attention will be paid to program and facility management and how to ensure that these savings can be sustained over the long-term. Most importantly, participants will have the ability to reduce the cost of providing a service which can result in more profit or the ability to continue their vital services.

A6 - TENNIS IN THE PARKS

Russell Dendy, Angie Deleon and Geoff Norton/Ballroom F

Tennis In the Parks will encompass all aspects of how tennis will benefit your programming opportunities. A lifetime sport delivery pathway can easily be implemented. This will include facility needs and grants that can be tailor fit to the park's needs.

A7 - RECREATION THERAPY AND ADDICTION

Katie Kowalke/Ballroom G

Attend this session to learn about recreation therapy and A&D Addiction Treatment. The speaker will describe how the Oxford Treatment Center's experiential department gets the patients engaged in treatment. You will learn about the different stages patients go through when they come to treatment along with how the experiential staff helps to keep the patients engaged the entire time! Learn about the APIE-D process and three different modalities used at the Oxford Treatment Center. Lastly, we will discuss the importance of leisure and leisure education for recovery before opening it up for questions.

12:05 – 1:15 pm

LUNCH WITH THE VENDORS

Ballroom ABC

Sponsored by USTA Southern Mississippi



1:15 – 2:30 pm

CONCURRENT EDUCATIONAL SESSIONS

A8 - INCLUSIVE PLAYGROUNDS: DESIGNING SPACES TO BRING CHILDREN AND COMMUNITIES TOGETHER

Treynor McAdams and Whitney Market/Ballroom E

Play is more than fun and games. It is an essential component in helping children develop critical physical, mental, emotional, and social skills that lay the foundation for adulthood. Inclusive play breaks down barriers and builds community through fostering understanding of our similarities and differences. This session discusses how play impacts child development and describes the options for considerations for designing an inclusive playground that benefits all children and the community.

A9 - EVERYMAN'S GYM: EQUIPPING GYM AND DEVELOPING PROGRAMS FOR ALL MEMBERS

Sandi McGrew/Ballroom F

This session will present innovative ideas on how to integrate exercise programs and furnish your Fitness Center with machines, staff, and procedures that will eliminate the intimidation factor often felt within a traditional gym setting. Attendees will learn how to create a gym atmosphere that appeals to all members of the community including the hesitant, deconditioned member.

A10 - UNIFIED SPORTS: EVERYONE CAN PLAY!

Terry Shinall and Monica Daniels/ Ballroom G

Community sports are for everyone. Special Olympics' mission is inclusion. Through inclusive competitive and recreational sports communities can become whole.

2:30 – 3:00 pm

Exhibit Hall Break

Ballroom ABC

3:00 – 4:15 pm

CONCURRENT EDUCATIONAL SESSIONS

A11 - PARKS AND RECREATION FACILITY DESIGN AND PLANNING

Jamie Wier/Ballroom E

We will be discussing a variety of issues related to designing and planning sports facilities for your community.

A12 - EQUITABLE CUSTOMER PRICING - 2019 MRPA PRICING AND COST SURVEY RESULTS

Dr. Kim Beason and Julie Chambers/Ballroom F

This session will share the information from a MRPA sponsored study focused on cost/benefit/recovery from participating agencies across the state. It will emphasize how pricing can provide equitable programs and services for all citizens in Mississippi Communities

A13 - PLAY ON PLAYER: OVERCOMING DISABILITY WITH PLAY

Jill Moore/Ballroom G

We all want to play and to play hard. It brings us a sense of challenge, develops social skills, and fosters independence. Player on Player addresses the mission-critical nature of inviting every kid to play, because adaptive recreation offers so much more than a "you did it!" sticker. This session looks at play from childhood to adulthood, and how it offers solutions to key challenges of development (social skills, independence, confidence, etc.) that kids growing up with disability can struggle with. From finding new hobbies, to participating on school teams, collegiate athletics, to world stages – play is an opportunity that shapes us all.

4:15 – 5:30 pm

VENDOR SOCIAL

Ballroom ABC

4:00 – 6:00 pm

INTERNSHIP FAIR

Ballroom 2 Foyer

6:00 – 8:00 pm

ALL CONFERENCE SOCIAL/FIREWORKS

Town Green

Sponsored by the City of Biloxi



Wednesday, October 23, 2019

7:30 am – 3:30 pm

Registration

Ballroom Foyer – Third Floor

8:00 – 9:15 am

CONCURRENT EDUCATIONAL SESSIONS

B1 - OPERATIONAL PLANNING FOR SPECIAL EVENTS

Major Ron Lessner, Operations Commander, Biloxi Police Department/Ballroom E

We'll discuss developing and understanding the purpose, the resources, and the stakeholders

involved in the planning phase of an event.

B2 – MOTIVATION TO MOVE: INCREASING PHYSICAL ACTIVITY IN MULTIGENERATIONAL PARK DESTINATIONS

David Hill/Ballroom F

Communities are seeking innovative and exciting new opportunities to encourage active play for people of all ages. By intentionally and thoughtfully creating outdoor environments with fitness in mind, parks and recreation agencies can dramatically impact their efforts in promoting less sedentary lifestyles across generations. Uncover innovative solutions, case examples, evidence-based programs, and unique design strategies that inspire people of all ages to live healthier, happier lives through active movement.

B3 – HEALTHY LIVING: MOVE IT – LOSE IT

Chay Chapman/Ballroom G

Healthy living for active older adults is essential to maintaining their health. Senior programs should be structured based off daily physical recommendations provided by ACSM's guidelines. Not only should they be engaging, they should also be cost effective.

9:15 – 9:30 am

Exhibit Hall Break

Ballroom ABC

9:30 – 10:45 am

CONCURRENT EDUCATIONAL SESSIONS

B4 – PLAY IT COOL: HOW TO HAVE FUN IN THE SUN

Mike Fingereth/Ballroom E

Parks today face the challenge of providing environments where all visitors can feel safe, secure, and fully engaged. Shade is becoming increasingly important in outdoor recreation. Shade structures not only reduce UV exposure by as much as 97%, but also create cool and comfortable environments where people can enjoy the benefits of outdoor recreation.

B5 – DEVELOPING CLUB CULTURE THROUGH OUTREACH PROGRAMMING

Sandi McGrew/Ballroom F

This session will teach attendees how to develop a fitness program that goes beyond the walls of the gym and into the community, through Line Dancing. This session will present innovative ideas on how to cover the many dimensions of wellness including not only physical, but also spiritual, social, and emotional dimension in your programming. This session will include a practical format.

B6 – THE IMPACT OF AAT ON INPATIENT ACUTE POPULATIONS

Hannah Culpepper, CTRS/Ballroom G

In this session, we will explore the therapeutic outcomes of AAT in inpatient settings. This session will cover the benefits of utilizing AAT in inpatient settings and the therapeutic process of facilitating AAT groups. We tracked depression and anxiety levels of participants before and after participation in AAT groups to measure a correlation in decreased anxiety and improved mood with participation in AAT sessions. This session will include information on the benefits of AAT and its facilitation techniques.

10:45 – 11:00 am

Exhibit Hall Break

Ballroom ABC

11:00 am – 12:15 pm

CONCURRENT EDUCATIONAL SESSIONS

B7 – OUTDOOR FITNESS COURSES, FITNESS AND FUN

Treynor McAdams and Whitney Market/Ballroom E

Obesity rates in the United States have reached epic numbers and correlate to significant health and economic impacts. Outdoor obstacle courses in public green spaces can provide appealing, effective, and free training equipment to the community to help increase physical activity. We'll review the theories of obstacle course training and guidelines for their design and installation.

B8 – ATHLETIC FIELD MAINTENANCE PRACTICES FROM THE CLASSROOM TO THE FIELD

Glenn Lucas/Ballroom F

We'll discuss athletic field maintenance practices that will be applied and shown on a ballfield. The session will be inside the conference walls all the way to the field later that day. This will be interactive and hands-on to allow attendees to benefit from seeing it and then actually viewing it on the field.

B9 – THERAPEUTIC RECREATION IN FOSTER CARE

Brittany Nelson/Ballroom G

This session will provide participants with the vast amount of knowledge of benefits of therapeutic recreation in the foster care system.

12:15 – 2:15 pm

LUNCH AND GAMES WITH THE VENDOR

Ballroom ABC

Sponsored by RW Distributors



2:15 – 3:30 pm

CONCURRENT EDUCATIONAL SESSIONS

B10 – THE LATEST TRENDS IN LED SPORTS LIGHTING APPLICATIONS

Jason McKnatt/Ballroom E

In this session we will explore the latest trends in LED. Is the time right for a retrofit or an upgrade for your facilities?

B11 – ATHLETIC FIELD MAINTENANCE PRACTICES FROM THE CLASSROOM TO THE FIELD

Glenn Lucas/Ballroom F

We will discuss athletic field maintenance practices that will be applied and shown on a ballfield. The session will be inside the conference walls and all the way to the field later in the day. This will be an interactive and hands on session to allow you learn and see the methods.

B12 – MAKING THERAPY FUN IN A LONG-TERM CARE SETTING AND ENGAGING RESIDENTS WHO ARE LOWER FUNCTIONING

Tate Harper/Ballroom G

We'll be talking about how to work with Physical/Occupational/Speech Therapy in a Long-Term Care setting to engage the residents/elders in a therapeutic way, so they feel as though they have a purpose. We'll also explore ways to engage residents who are lower functioning.

3:30 – 3:45 pm

Break

Ballroom 2 Foyer

3:45 – 5:00 pm

CONCURRENT EDUCATIONAL SESSIONS

B13 – SUSTAINABILITY BY DESIGN: RETHINKING THE COMMUNITY SPLASHPAD

Sarah Shephard and Treynor McAdams/Ballroom E

As splashpads continue to hold the number one spot for most commonly planned park addition, it is essential to approach their design, maintenance and lifecycle through the lens of sustainability. Successful splashpads must account for not just environmental, but also social and economic implications.... the three pillars of sustainability. This presentation serves as a playbook for sustainable splashpad design. You'll gain powerful insight into new design trends, demographic needs, play-value optimization, innovative energy and resource management and emerging technologies that are helping activities maximize lifecycle, minimize maintenance and develop a plan for the future.

B14 – SURVEYING TRENDS IN RECREATION: A VIRTUAL RESEARCH POSTER PRESENTATION

Dr. Todd Davis, CPRP/Ballroom F

This virtual research poster presentation will allow students to illustrate and describe current research in the recreation and leisure landscape. Each student will take 10 to 12 minutes to detail their research and what possible outcomes or solutions may exist to benefit the issues.

B15 – TR ROUNDTABLE: LEADING THE WAY TO A SUCCESSFUL FUTURE FOR THERAPEUTIC RECREATION

Hannah Culpepper, CTRS/ Ballroom G

In this TR Roundtable, the purpose is for students and professionals to come together for an open discussion about the current trends and challenges in the field of Therapeutic Recreation.

5:30 – 6:30 pm

SILENT AUCTION

Ballroom Foyer – Third Floor

6:30 – 8:30 pm

MUSCO AWARDS BANQUET

Ballroom AB

Sponsored by MUSCO



Post-Conference | Thursday, October 24

9:00 – 11:00 am

Board Meeting

IP Casino Board Room



CONFERENCE HOTEL: IP CASINO, BILOXI, MS

The IP Casino Resort Spa rates for our conference (Sunday through Wednesday) are \$64.00 (single or double). Rooms must be reserved before Sunday, September 29, 2019. If you need a room before or after the conference dates, that room rate is \$149.99. The IP charges a \$12.00 per room per night resort fee. County and city taxes are currently 12%. Call 888-946-2847 #1 or visit www.ipbiloxi.com/groups for reservations. Our Group Code is **190345**.

Reserve your rooms by September 29, 2019.

Registration Form Next Page.



MRPA ANNUAL CONVENTION REGISTRATION

BILOXI, MS

OCTOBER 21-23, 2019

Name:

Organization:

Address:

City:

State:

Zip Code:

Phone:

Fax:

Email:

Badge Name:

Your Title:

Do you plan to play Golf? ☐ Yes ☐ No If yes what is your handicap? _____

Do you plan to go on the Kayak/Canoe Trip? ☐ Yes ☐ No

FULL PACKAGE REGISTRATION: Includes educational sessions, the opening social, golf or Kayak/Canoe trip, the exhibit hall social, all breaks, CEUs, and the MRPA Awards Banquet, sponsored by MUSCO Sports Lighting.

Check One	Full Package Registration	By September 27	After September 27
	MRPA Professional Member	\$255.00	\$275.00
	Non-Member Professional	\$300.00	\$325.00
	MRPA Student Member	\$105.00	\$105.00
	Non-Member Student	\$120.00	\$120.00
	Citizen Board Member	\$105.00	\$120.00
	Retiree	\$105.00	\$120.00

DAILY PROFESSIONAL PACKAGES and EXTRA TICKETS: Includes Sessions & Breaks ONLY. Register for other tickets below.

Select Day or Days		
	Tuesday, October 22	\$125.00
	Wednesday, October 23	\$125.00

EXTRAS	Full Package Registration included one ticket to each event.		
	Monday Golf (included in full-package registration)	\$50.00	Number of Tickets:
	Monday Kayak (included in full-package registration)	\$20.00	Number of Tickets:
	Monday Host Social	\$35.00	Number of Tickets:
	Tuesday Vendor Lunch	\$35.00	Number of Tickets:
	Agency Internship Fair Registration	\$50.00	
	Tuesday All Conference Social	\$50.00	Number of Tickets:
	Wednesday Vendor Lunch	\$35.00	Number of Tickets:
	MUSCO Awards Banquet	\$50.00	Number of Tickets:

Total Enclosed

**RETURN TO: MRPA, PO BOX 16451, HATTIESBURG MS 39401 or
FAX to (601) 582-3354 or SCAN/EMAIL TO: info@aboutmrpa.org**

You may pay by Purchase Order. Please attached Purchase Order or Indicate PO #. Credit Card payments and online registrations can be made online at www.info@aboutmrpa.org.

Requests for refunds must be made in writing to the MRPA administrative office.

All refund requests are subject to a \$25 penalty. No refund requests will be accepted after October 1.



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: September 17, 2019
PAGE: 1 of 18

SUBJECT: Consideration of the design of the new restroom facilities at J. L. King Park Football Field, and Patriot's Park, and the new pavilion and restroom at Moncrief Park.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

These designs will be used to develop construction documents and take bids on the projects.

AUTHORIZATION HISTORY:

LPK Architects was approved for architectural design services for these facilities by the Board of Alderman at the meeting on May 7, 2019.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of the design of the new restroom facilities at J. L. King Park Football Field, and Patriot's Park, and the new pavilion and restroom at Moncrief Park.

STARKVILLE

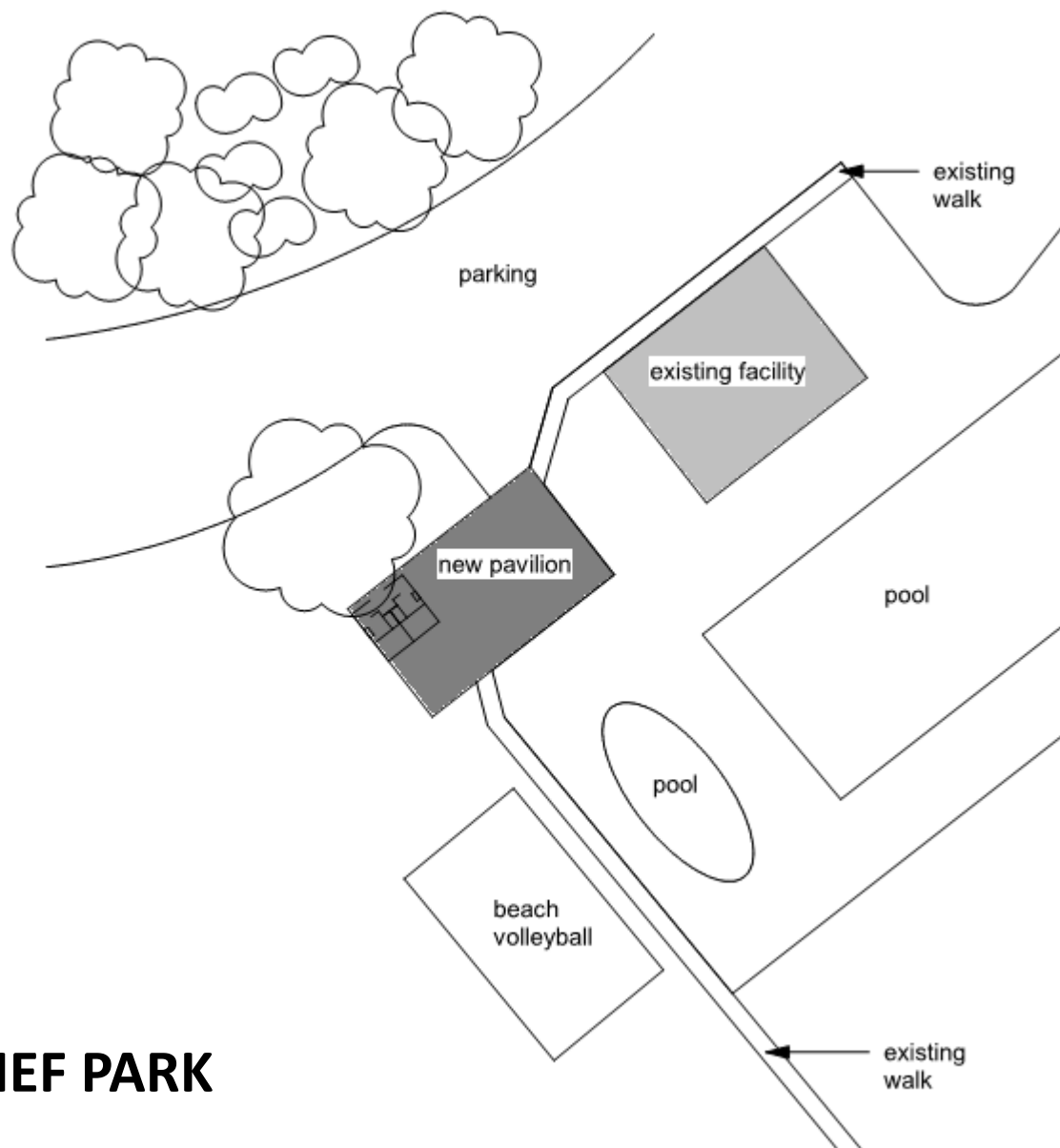
PARKS & RECREATION

Moncrief Park

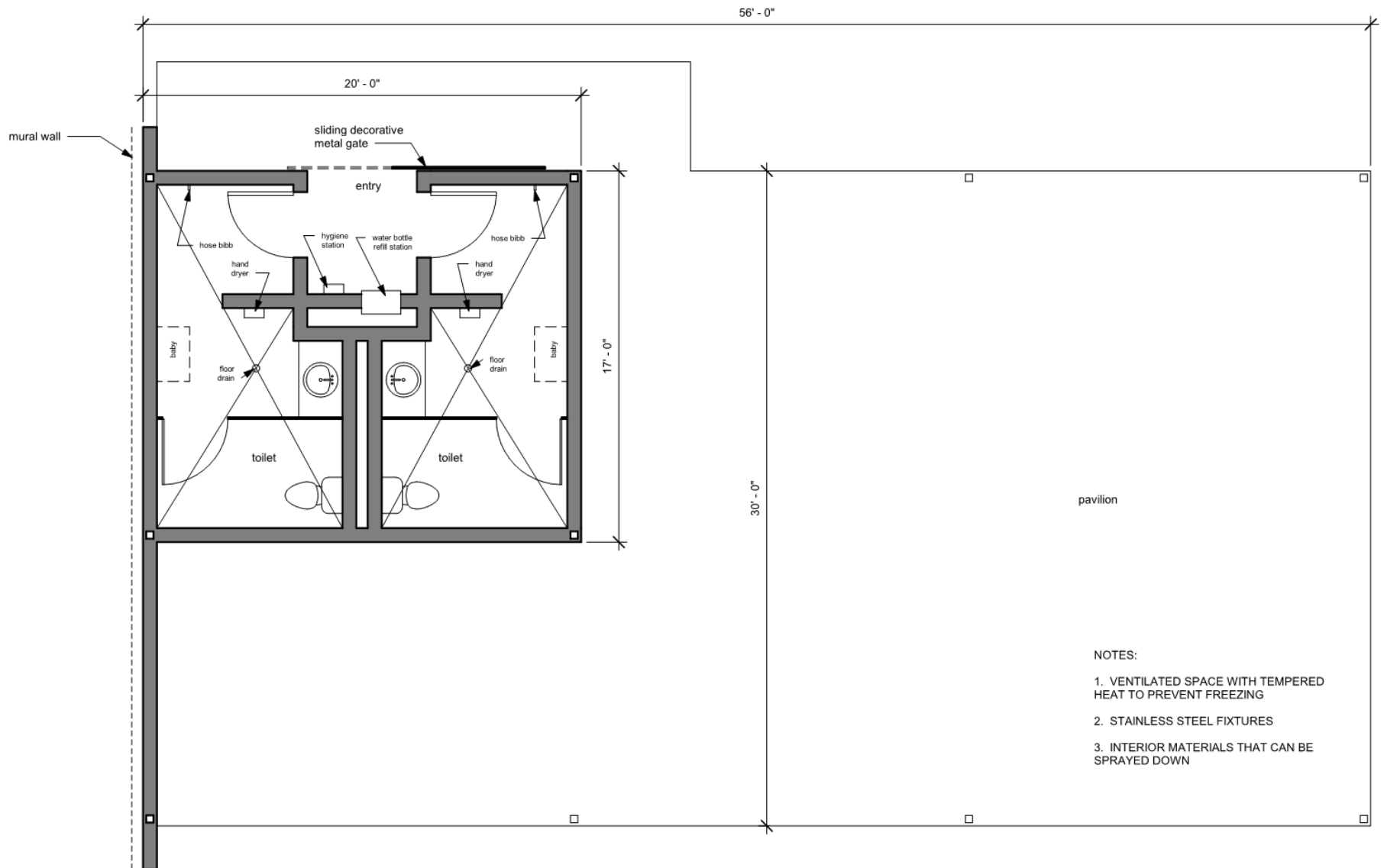
J.L. King Park

Patriot's Park

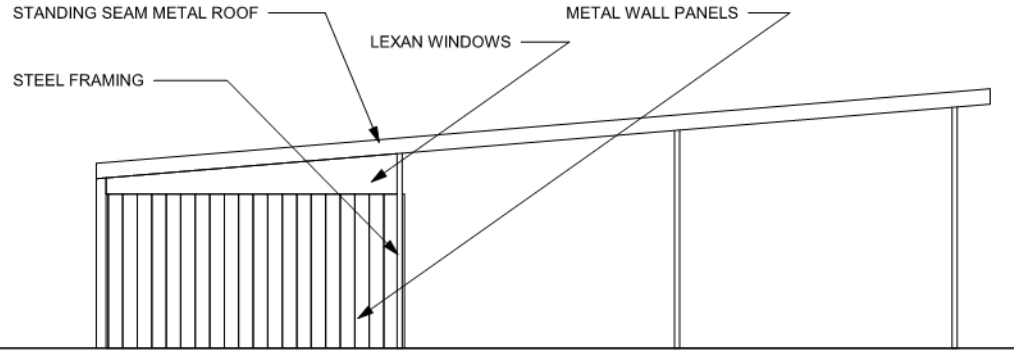
LPK
architects



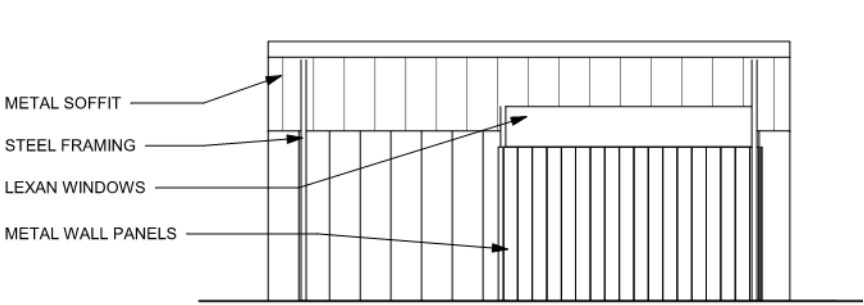
MONCRIEF PARK



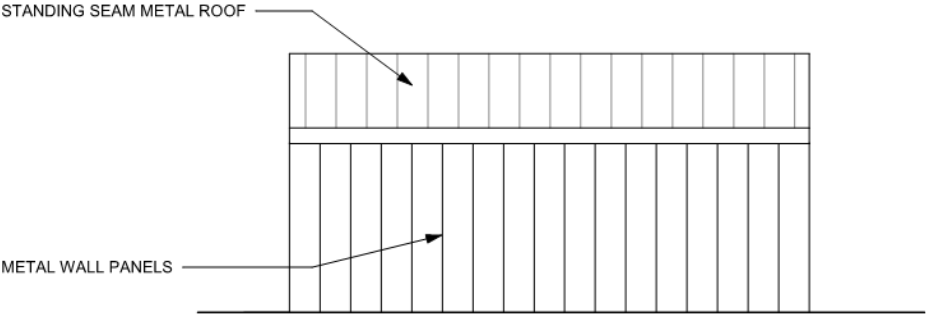
MONCRIEF FLOOR PLAN



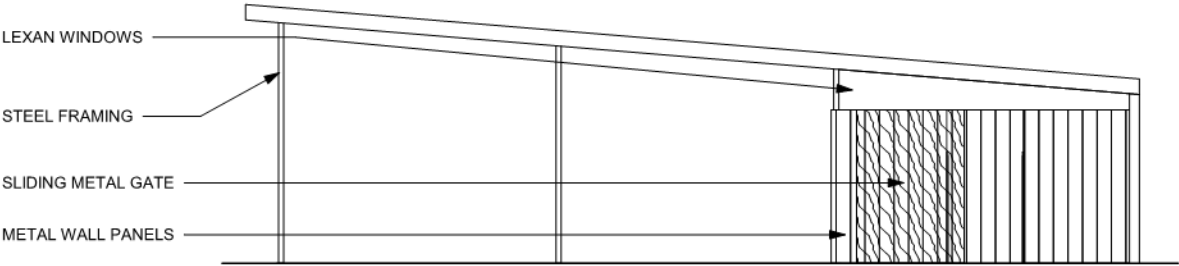
SOUTH ELEVATION



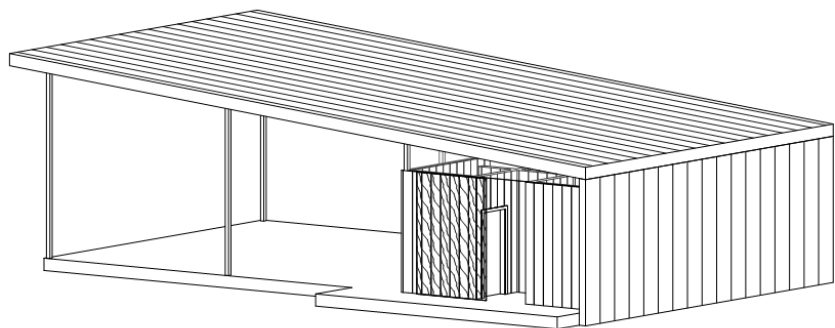
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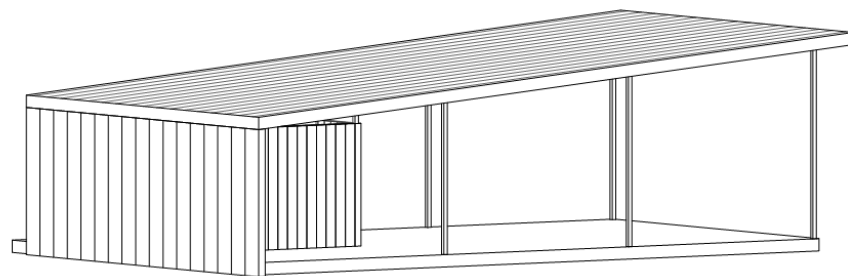
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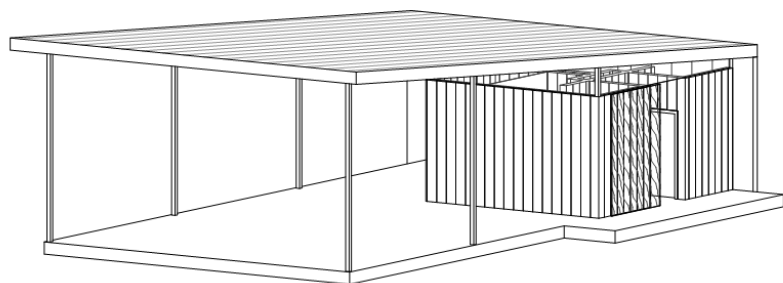
NORTH ELEVATION



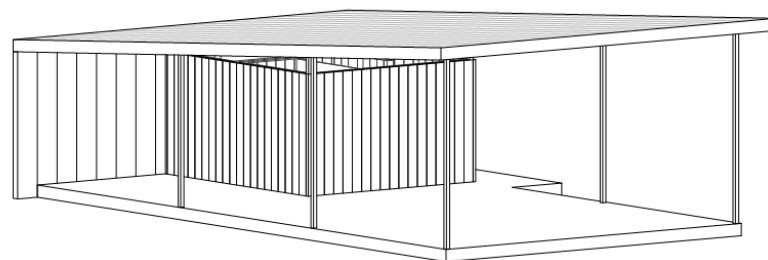
NORTHWEST VIEW



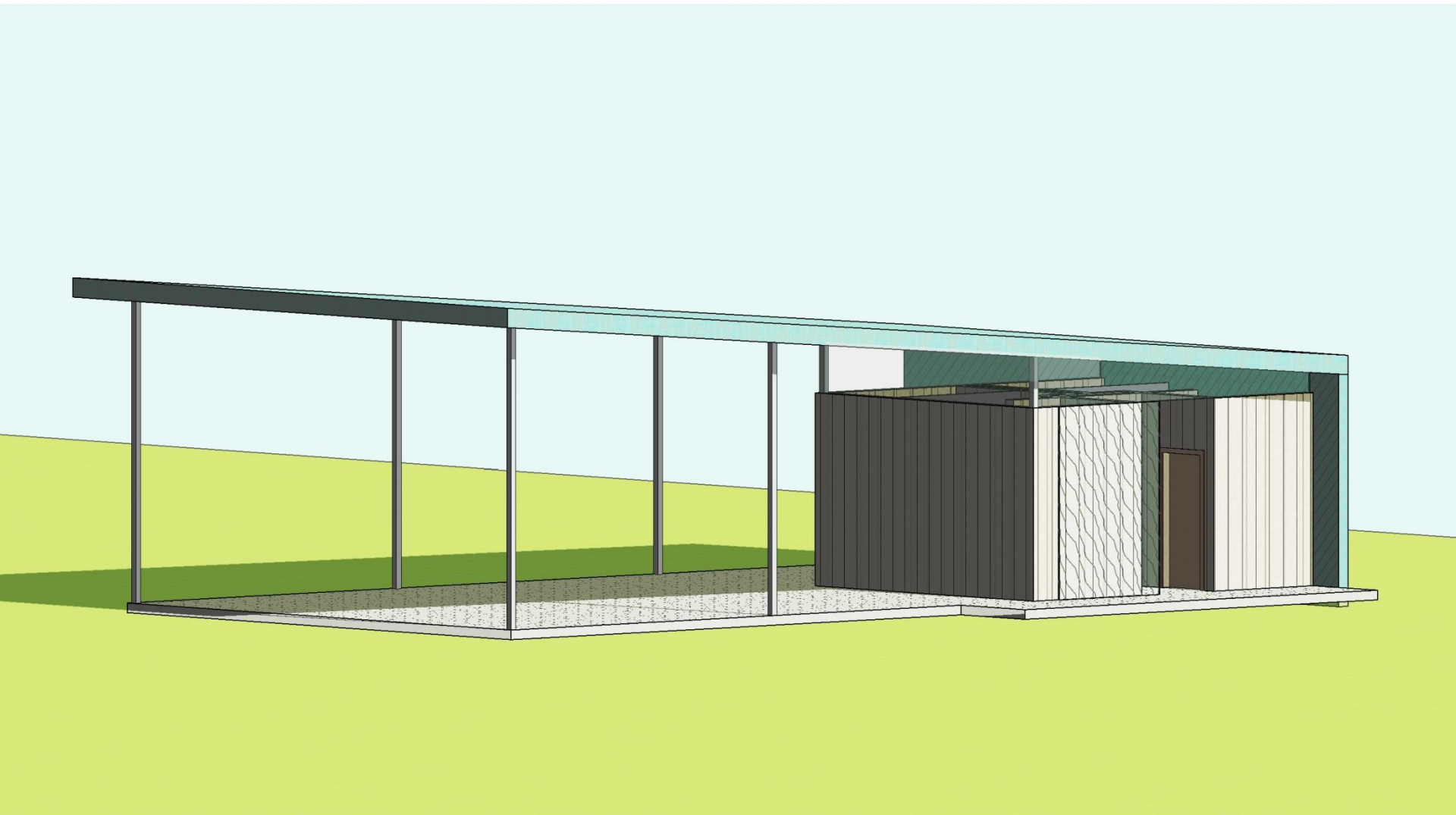
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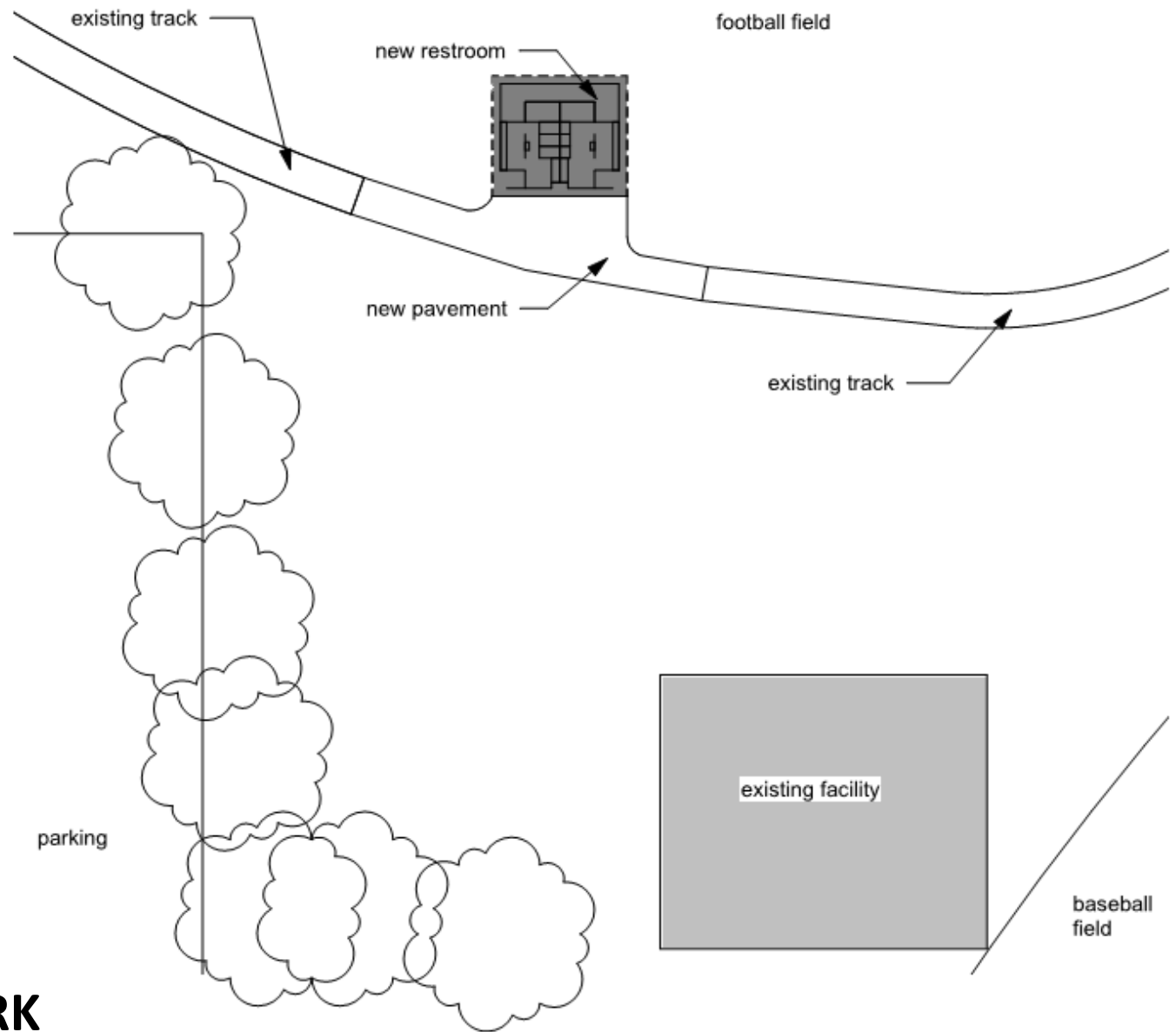


NORTHEAST VIEW

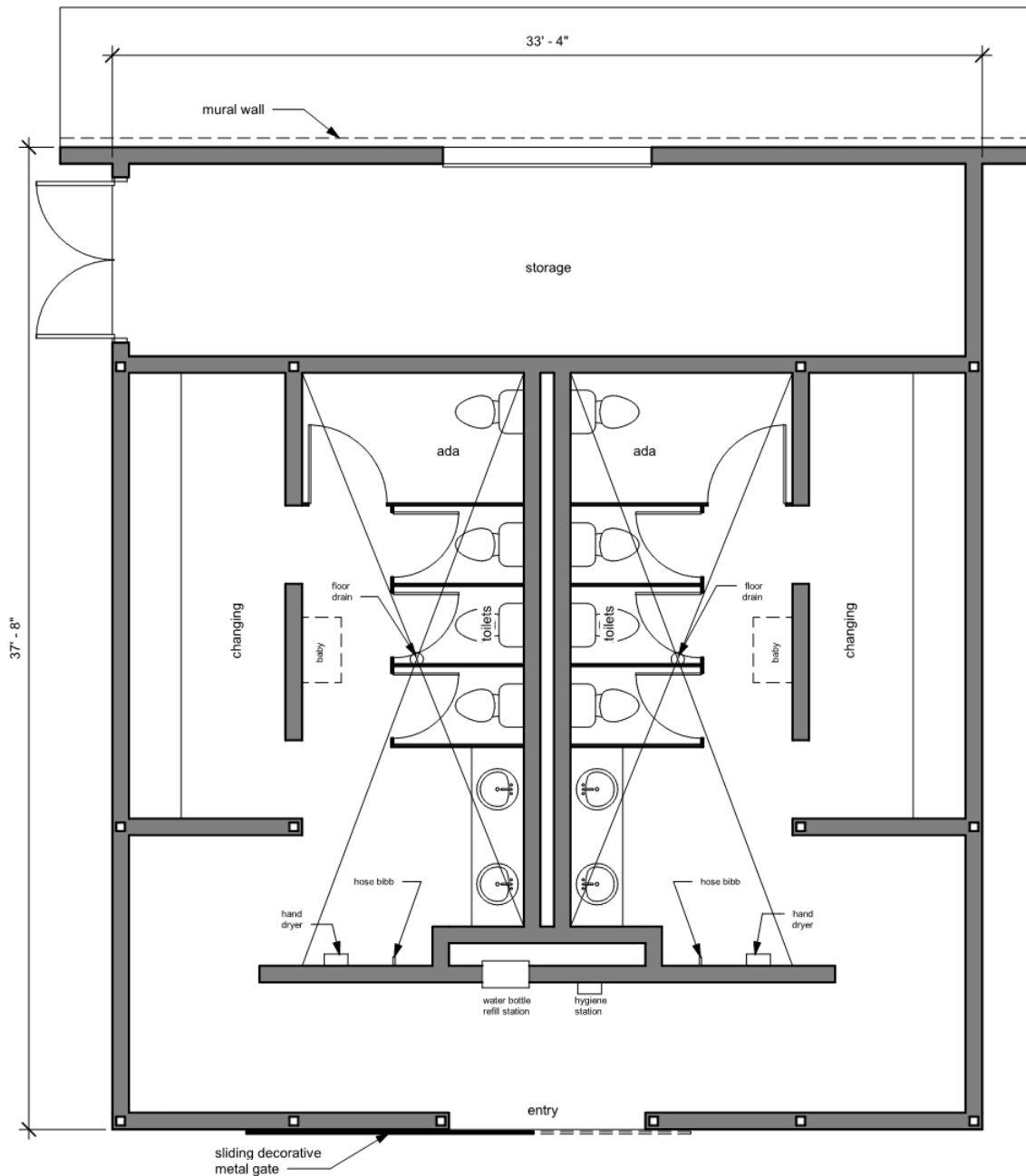


SOUTHEAST VIEW





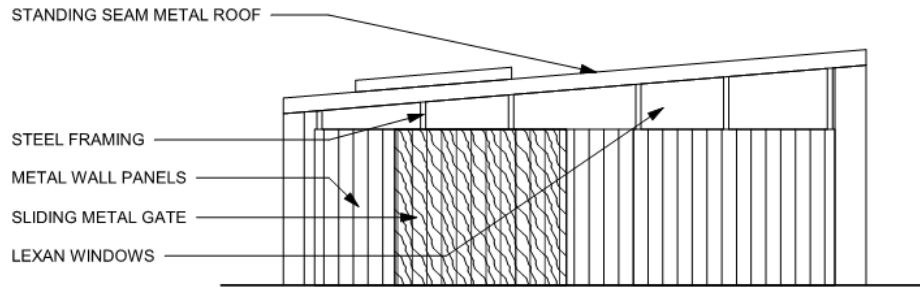
J.L. KING PARK



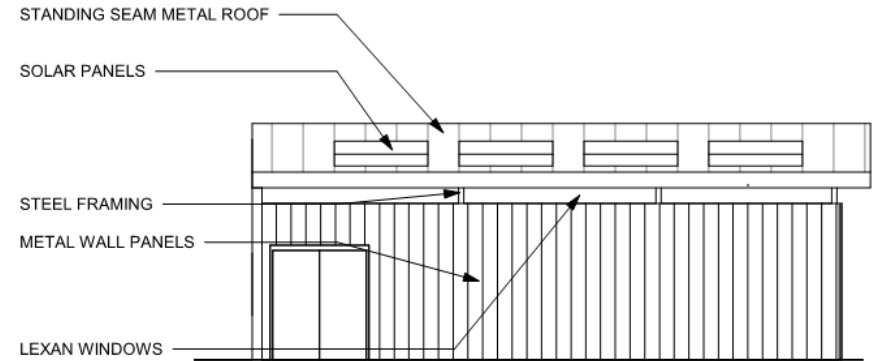
NOTES:

1. VENTILATED SPACE WITH TEMPERED HEAT TO PREVENT FREEZING
2. STAINLESS STEEL FIXTURES
3. INTERIOR MATERIALS THAT CAN BE SPRAYED DOWN
4. LIGHTING PROVIDED AT ALL ENTRANCES
- *5. CONSIDER HVAC IN THIS BUILDING

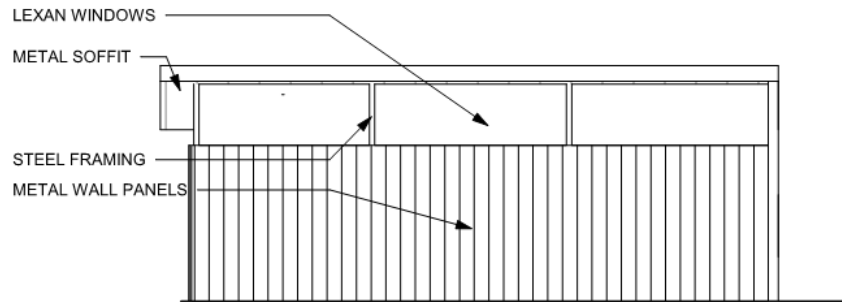
J.L. KING FLOOR PLAN



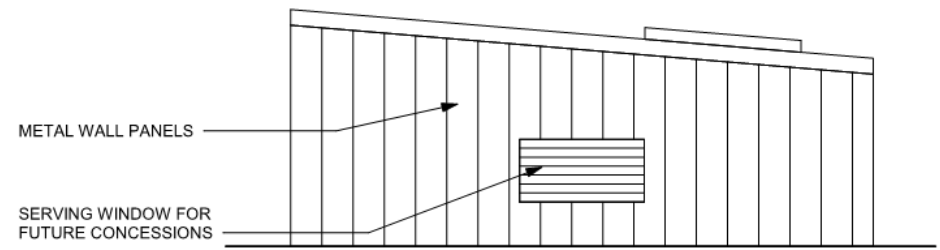
SOUTH ELEVATION



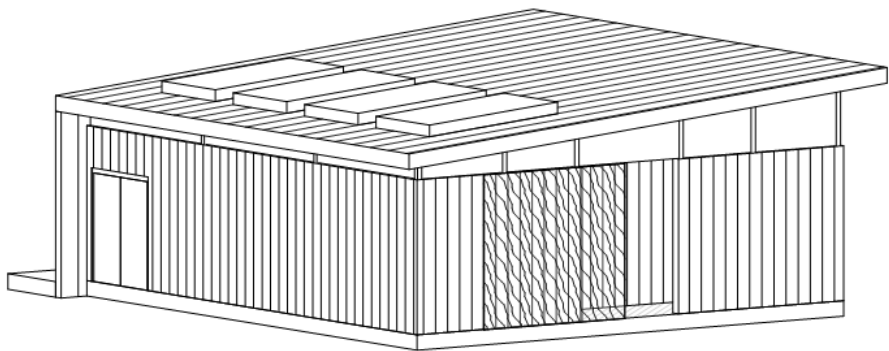
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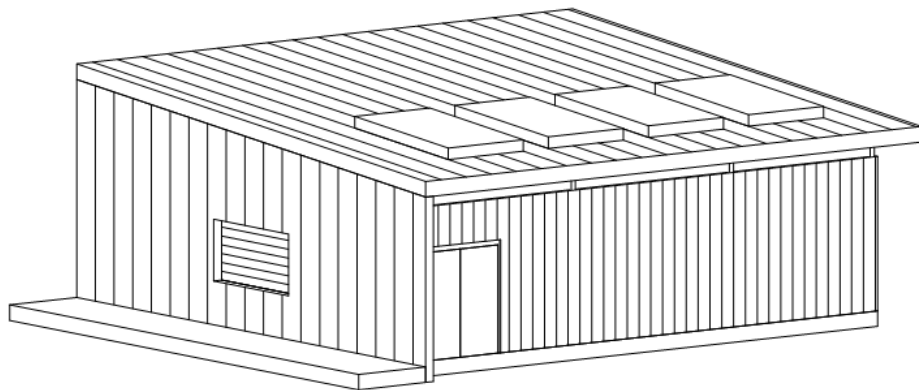
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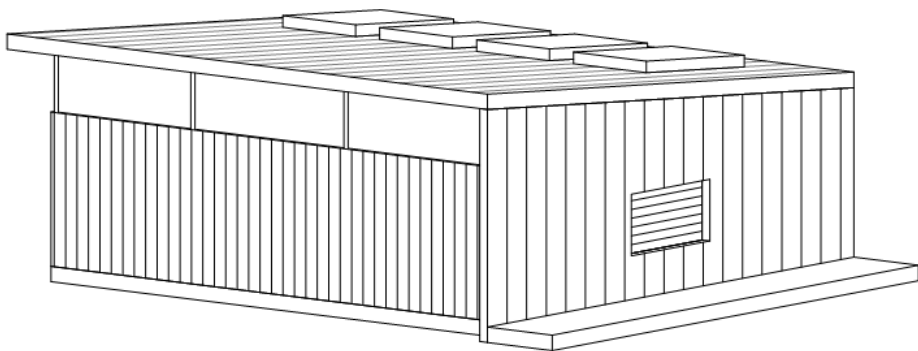
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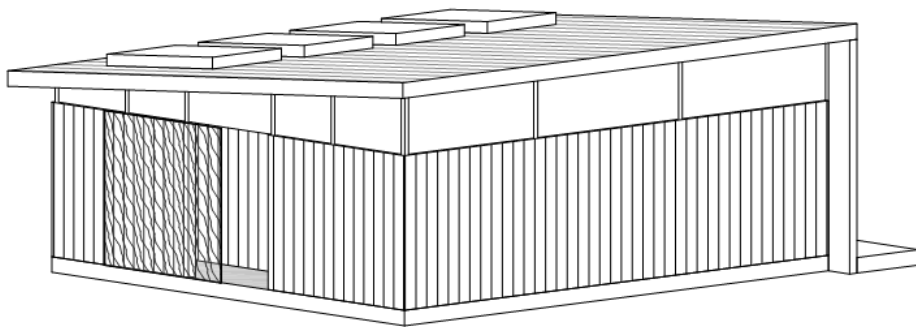
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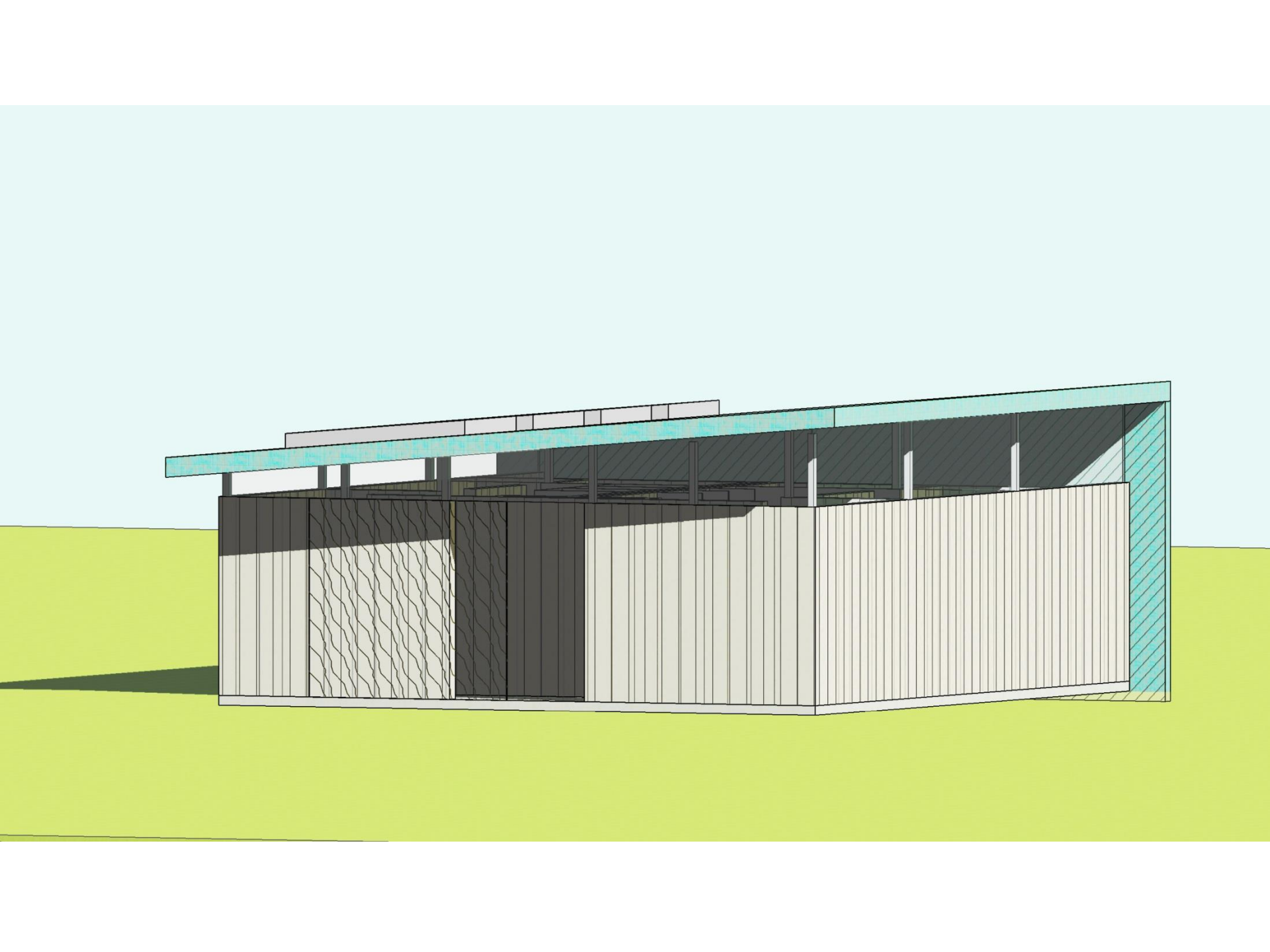
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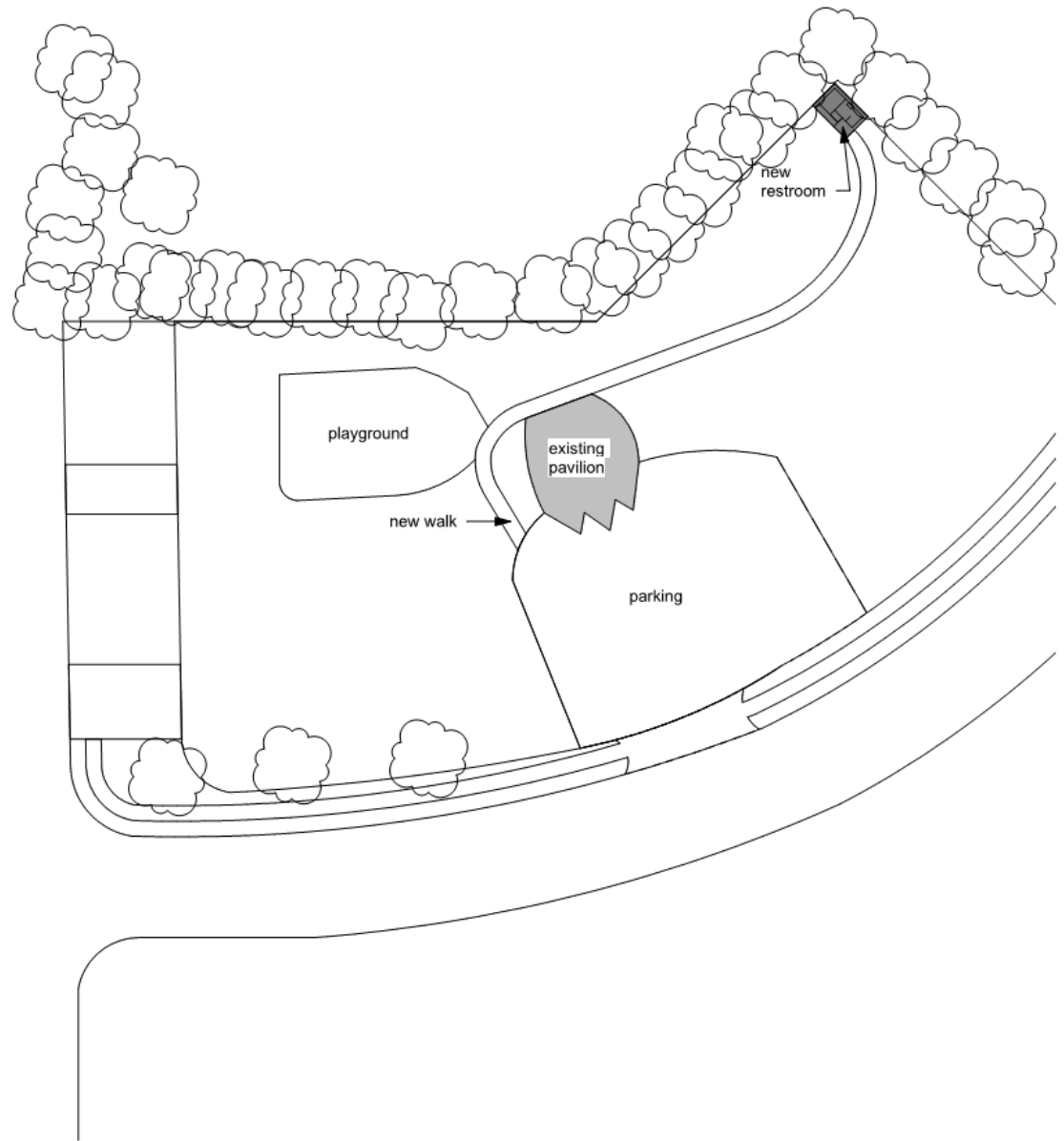


NORTHEAST VIEW

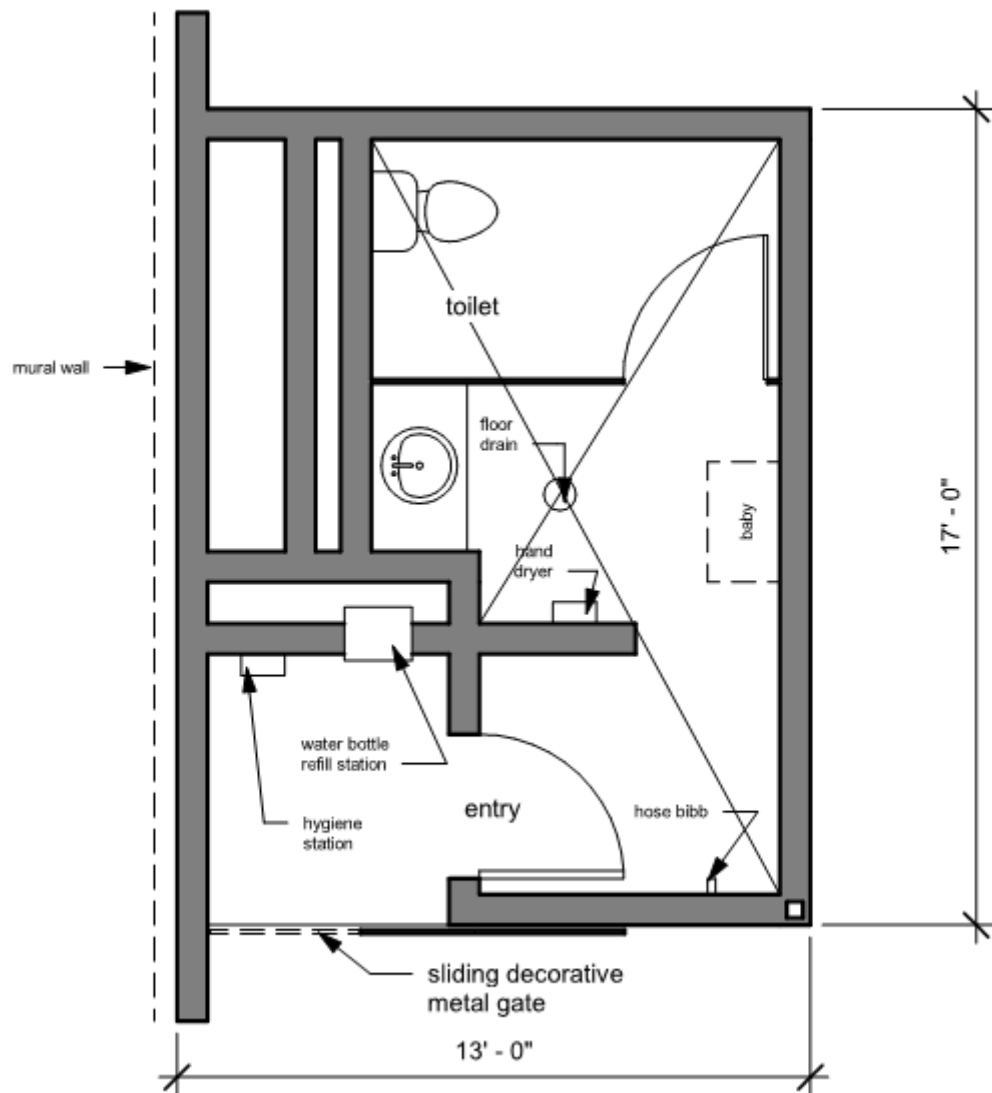


SOUTHEAST VIEW





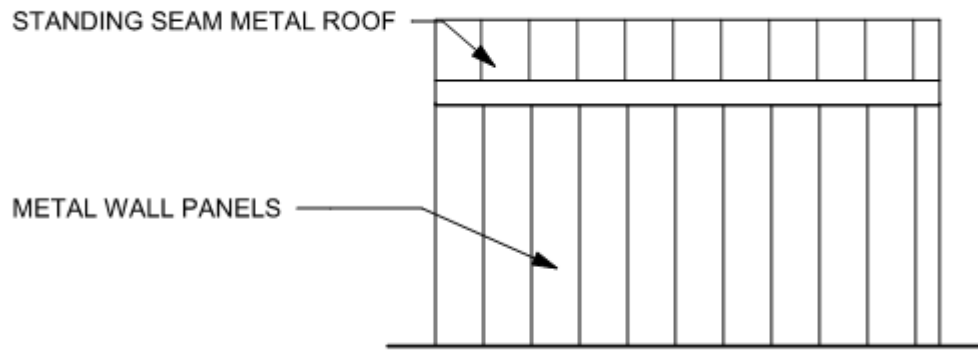
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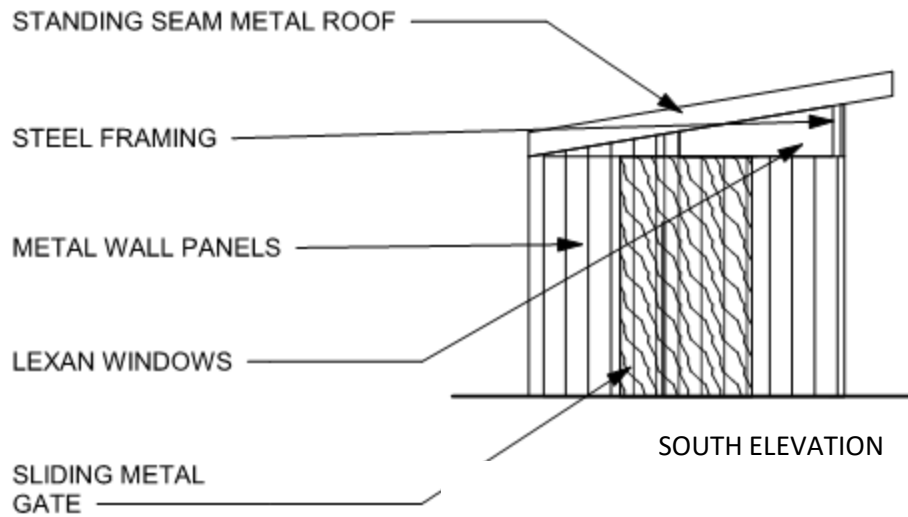
NOTES:

1. VENTILATED SPACE WITH TEMPERED HEAT TO PREVENT FREEZING
2. STAINLESS STEEL FIXTURES
3. INTERIOR MATERIALS THAT CAN BE SPRAYED DOWN

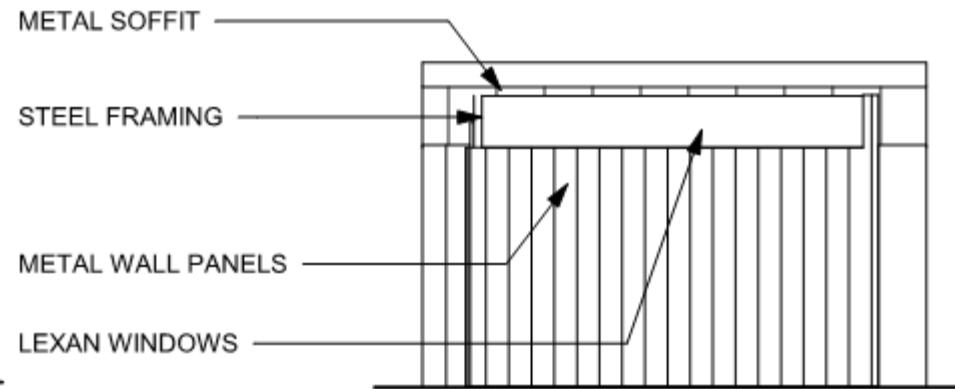
PATRIOT'S FLOOR PLAN



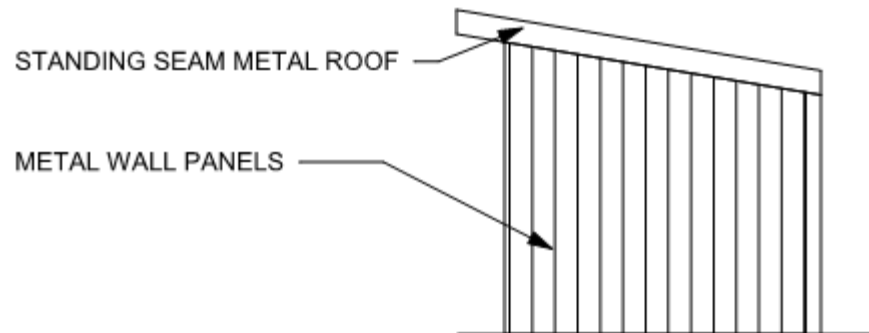
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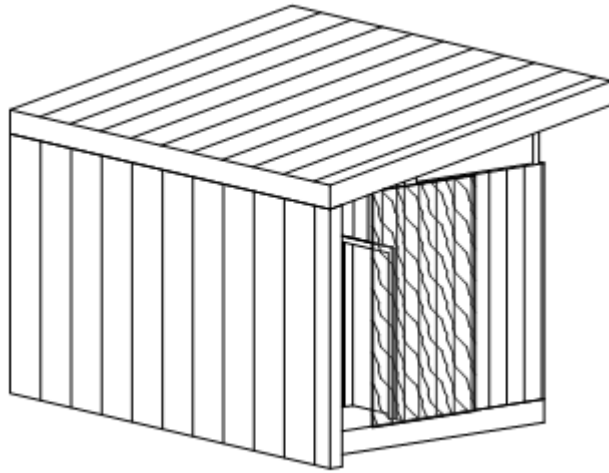
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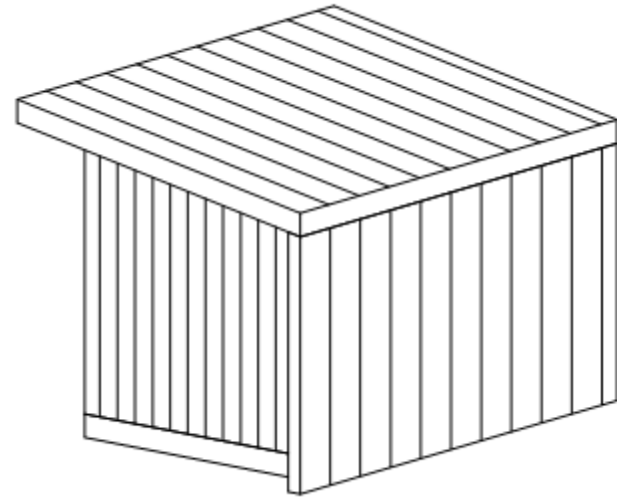
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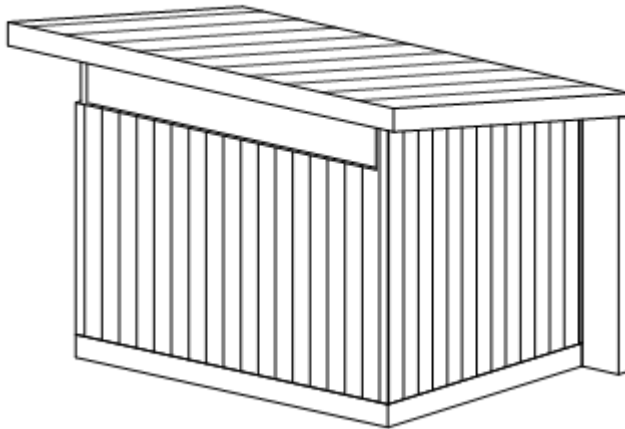
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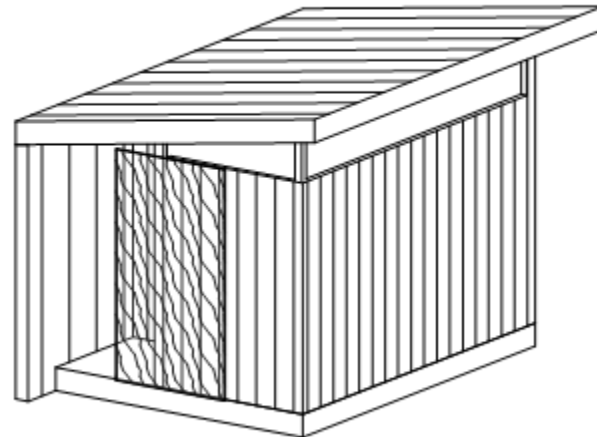
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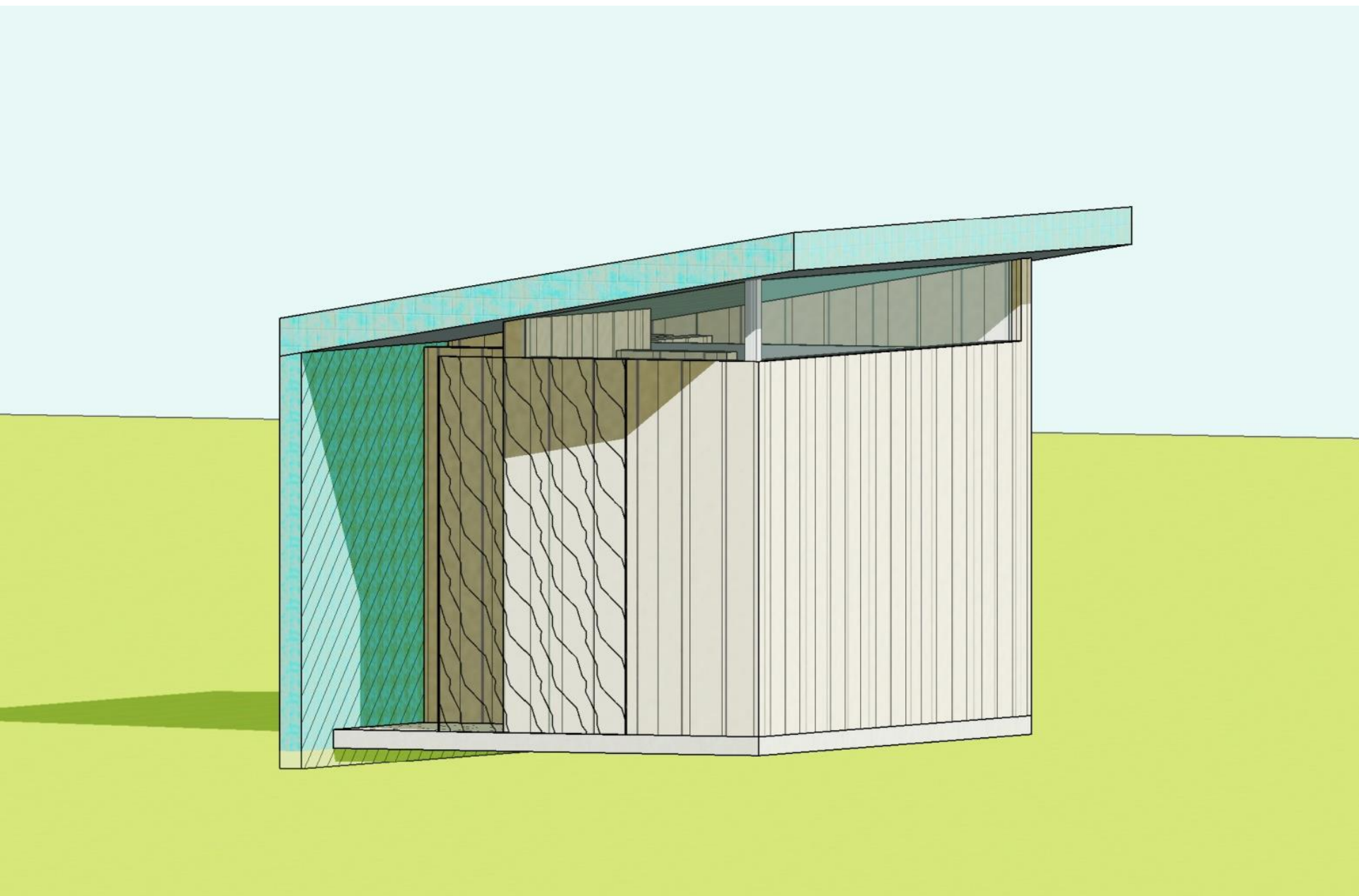
NORTHWEST VIEW



NORTHEAST VIEW



SOUTHEAST VIEW



STARKVILLE

PARKS & RECREATION

THANK YOU!

L P K
architects



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: September 17, 2019
PAGE: 1 of 4

SUBJECT: Consideration of the addition of the renovation of the Moncrief Park pool deck and pool house to the existing agreement with LPK Architects.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

These designs will be used to develop construction documents and take bids on the project.

AUTHORIZATION HISTORY:

LPK Architects was approved for architectural design services for other facilities by the Board of Alderman at the meeting on May 7, 2019. This agenda item approves the addition of renovation of the Moncrief Park pool deck and pool house to their scope of work.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of the addition of the renovation of the Moncrief Park pool deck and pool house to the existing agreement with LPK Architects.

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-third (23rd) day of April in the year two thousand nineteen (2019)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Starkville
110 W Main Street
Starkville, MS 39759

and the Architect:

(Name, legal status, address and other information)

LPK Architects, P.A.
821 22nd Avenue
Meridian, MS 39301

for the following Project:

(Name, location and detailed description)

Architectural services at JL King Park, Moncrief Park and Patriots Park. Work involves restrooms, pavilions. Work may include new work and renovations. All work must be in conformance with ADA.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Structural, Mechanical and Electrical. (Civil Engineering if necessary will be an additional service.)

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner

and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Eight Percent (8%) of Construction Cost

The Owner shall pay the Architect an initial payment of zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest from the date payment is due at the rate allowed by Mississippi Code Annotated §31-7-305.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

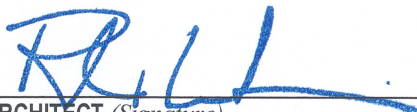
ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

Robert E. Luke, President

(Printed name, title, and license number, if required)



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 09/17/2019
PAGE: 1 of 2

SUBJECT: Request authorization to allow DUI Officer Oakes and Rodriguez to attend a DUI Training in Ridgeland, Ms., on October 14-17, 2019. There is no cost for the class.

AMOUNT & SOURCE OF FUNDING: 001-201-690-552

Hyatt Place Hotel \$477.00
1016 Highland Colony Parkway
Ridgeland, MS 39157

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT.

**DIRECTOR'S
AUTHORIZATION:** R. FRANK NICHOLS
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval for DUI Officer Oakes and Rodriguez to attend a DUI Training in Ridgeland, MS., on October 14-17, 2019. There is no cost for the class. Travel will not exceed 850.00.



**HYATT
PLACE™**

Hyatt Place Jackson/Ridgeland
1016 Highland Colony Parkway
Ridgeland, MS 39157
Tel: 601-898-8815
Fax: 601-898-8816
jacksonridgeland.place.hyatt.com

INVOICE

Sawyer Oakes
110 W Main St
Starkville MS 39759
United States

Room No.
Arrival 10-14-19
Departure 10-17-19
Folio Window 1
Folio No.

Confirmation No. 4050404501
Group Name

Date	Description	Charges	Credits
10-14-19	Guest Room	159.00	
10-14-19	State Sales Tax	11.13	
10-14-19	County Tax	1.59	
10-15-19	Guest Room	159.00	
10-15-19	State Sales Tax	11.13	
10-15-19	County Tax	1.59	
10-16-19	Guest Room	159.00	
10-16-19	State Sales Tax	11.13	
10-16-19	County Tax	1.59	

Total	515.16	0.00
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Guest Signature

Balance

~~515.16~~
477.00

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

WE HOPE YOU ENJOYED YOUR STAY WITH US!

World of Hyatt Summary

Membership: XXXXXX797H
Bonus Codes:
Qualifying Nights: 3
Eligible Spend: 477.00
Redemption Eligible: 0.00

Thank you for choosing Hyatt Place Jackson/Ridgeland. Our goal is to provide every guest with an exceptional stay and we are interested in any comments regarding your visit.

Please remit payment to:
Hyatt Place Jackson/Ridgeland
1016 Highland Colony Parkway
Ridgeland, MS 39157

Summary Invoice, please see front desk for eligibility details.



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

AGENDA ITEM NO:
AGENDA DATE: September 17, 2019
PAGE: 1

SUBJECT: Request authorization for Josh Reed & Brady Haynes with the Electric Division of Starkville Utilities to travel to Scottsboro, AL to attend the TVPPA Lineman Apprenticeship Pre-Apprentice Assessment Workshop on October 13-19, 2019. Costs associated with the trip should not exceed 2,600.00 each (registration, lodging, meals, and mileage). Advance travel is requested in the amount of \$319.00.

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

SUGGESTED MOTION:

Move approval for Josh Reed & Brady Haynes with the Electric Division of Starkville Utilities to travel to Scottsboro, AL to attend the TVPPA Lineman Apprenticeship Pre-Apprentice Assessment Workshop on October 13-19, 2019. Advance travel is requested in the amount of \$319.00.



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

AGENDA ITEM NO:
AGENDA DATE: September 17, 2019
PAGE: 1

SUBJECT: Request authorization for Madison Smith with the Electric Division of Starkville Utilities to travel to Nashville, TN to attend the TVPPA Line Design & Staking Certification on October 29-31, 2019. Cost with the trip should not exceed \$2,200.00 (registration, lodging, meals, and mileage). Advance travel requested in the amount of \$348.00.

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

SUGGESTED MOTION:

Move approval for Madison Smith to Nashville, TN to attend the TVPPA Line Design & Staking Certification on October 29-31, 2019. Cost not to exceed \$2,200.00.



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

AGENDA ITEM NO:
AGENDA DATE: September 17, 2019
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote for a Barracuda Backup 690 Server from Synergetics in the amount of \$44,850.35.

AMOUNT & SOURCE OF FUNDING: 2019

FISCAL NOTE: 2 Quotes Received:

Howard	\$47,108.00
Synergetics	\$44,850.35

AUTHORIZATION HISTORY:

This purchase will include a 5-year warranty and installation.

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval the lowest and best quote for a Barracuda Backup 690 Server from Synergetics in the amount of \$44,850.35.



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

AGENDA ITEM NO:
AGENDA DATE: September 17, 2019
PAGE: 1

SUBJECT: Request authorization to transfer the Water Division 1999 Sterling X Dump Truck (vin: 2FZNALCB3YAG66826) and the 1999 Sterling X Low Boy (vin: 2FWPEEDB2YAG66613) to the Street Department at book value (\$0.00)

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

SUGGESTED MOTION:

Move approval to transfer the Water Division 1999 Sterling X Dump Truck (vin: 2FZNALCB3YAG66826) and the 1999 Sterling X Low Boy (vin: 2FWPEEDB2YAG66613) to the Street Department at book value (\$0.00).



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

AGENDA ITEM NO:
AGENDA DATE: September 17, 2019
PAGE: 1

SUBJECT: Request authorization to declare the Water Division 1993 Ford F-250 (vin: 1FTHF25H9PNB10599) and 1980 Chevy Dump Truck (vin: 1GBHR34KXJJ118529) as surplus property, advertise for sale, and sell to the highest bidder.

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

SUGGESTED MOTION:

Move approval to declare the Water Division 1993 Ford F-250 (vin: 1FTHF25H9PNB10599) and 1980 Chevy Dump Truck (vin: 1GBHR34KXJJ118529) as surplus property, advertise for sale, and sell to the highest bidder.



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

AGENDA ITEM NO:
AGENDA DATE: September 17, 2019
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best bid for 161 kV Power Circuit Breakers from Siemens Industry, Inc. in the amount of \$292,550.00, 69 kV Power Circuit Breakers from Siemens Industry, Inc. in the amount of \$149,350.00, and 15 kV Vacuum Circuit Breakers from Mitsubishi Power Products, Inc. in the amount of \$285,473.00 for the Southwest Starkville Primary Substation.

AMOUNT & SOURCE OF FUNDING: 2019

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept to lowest and best bid for 161 kV Power Circuit Breakers from Siemens Industry, Inc. in the amount of \$292,550.00, 69 kV Power Circuit Breakers from Siemens Industry, Inc. in the amount of \$149,350.00, and 15 kV Vacuum Circuit Breakers from Mitsubishi Power Products, Inc. in the amount of \$285,473.00 for the Southwest Starkville Primary Substation.

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September 10, 2019

Sent by Email

Mr. Terry Kemp, General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: 69 kV Substation Power Circuit Breakers for the
Southwest Starkville 161/69/13 kV Substation

Terry,

Please find enclosed a certified tabulation of bids for the referenced project received by Starkville Utilities (SU) on September 10, 2019. Siemens Industry, Inc. provided the lowest evaluated cost of the two (2) bids received for the 69 kV Substation Power Circuit Breakers.

We recommend that SU award the bid in the amount **\$149,350.00** for the 69 kV Substation Power Circuit Breakers to Siemens Industry, Inc. The above bid price is firm and includes an adder for spare parts. I have attached sample Purchase Order to assist in ordering these Circuit Breakers and Spare Parts.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell, P.E.
President

Enclosures

C: Project File 101E3115



September 10, 2019

Sent by Email

Mr. Terry Kemp, General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: 161 kV Substation Power Circuit Breakers for the
Southwest Starkville 161/69/13 kV Substation

Terry,

Please find enclosed a certified tabulation of bids for the referenced project received by Starkville Utilities (SU) on September 10, 2019. Siemens Industry, Inc. provided the lowest evaluated cost of the two (2) responsive bids received for the 161 kV Substation Power Circuit Breakers.

We recommend that SU award the bid in the amount **\$292,550.00** for the 161 kV Substation Power Circuit Breakers to Siemens Industry, Inc. The above bid price is firm and includes an adder for spare parts. I have attached sample Purchase Order to assist in ordering these Circuit Breakers and Spare Parts.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell
Jeffrey Atwell, P.E.
President

Enclosures

C: Project File 101E3115



September 10, 2019

Sent by Email

Mr. Terry Kemp, General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: 15 kV Substation Vacuum Circuit Breakers for the
Southwest Starkville 161/69/13 kV Substation

Terry,

Please find enclosed a certified tabulation of bids for the referenced project received by City of Starkville Utilities (SU) on September 10, 2019. Mitsubishi Power Products, Inc. provided the lowest evaluated cost of the two (2) responsive bids received for the 15 kV Substation Vacuum Circuit Breakers.

We recommend that SU award the bid in the amount **\$285,473.00** for the 15 kV Substation Vacuum Circuit Breakers to Mitsubishi Power Products, Inc. The above bid price is firm and includes an adder for spare parts. I have attached sample Purchase Order to assist in ordering these 15 kV Vacuum Circuit Breakers and Spare Parts.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell, P.E.
President

Enclosures

C: Project File 101E3115



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

AGENDA ITEM NO:
AGENDA DATE: September 17, 2019
PAGE: 1

SUBJECT: Request approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division.

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

SUGGESTED MOTION:

Move approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division.



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

AGENDA ITEM NO:
AGENDA DATE: September 17, 2019
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to initiate Task Order # 3 with Garver, LLC to begin the investigation and design for the Green Oaks Water and Sewer Rehabilitation in the amount of \$287,000.00

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

SUGGESTED MOTION:

Move approval for Starkville Utilities to initiate Task Order # 3 with Garver, LLC to begin the investigation and design for the Green Oaks Water and Sewer Rehabilitation in the amount of \$287,000.00.



**TASK ORDER #3
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

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

- 1. Specific Project Title:** 2019 Green Oaks Water and Sewer Rehabilitation
- 2. Description:** This task order is associated with the design, bidding, and construction administration services related to the 2019 Green Oaks Subdivision water and sewer rehabilitation. We have based the scope included herein on our discussions with Jacob Forrester on 8/13/19. In general, Starkville Utilities has determined that the Green Oaks Subdivision's water and sewer systems are in need of repair or replacement and have set aside funding to begin investigation and repairs to the systems.
- 3. Scope of Services:** We understand that you want us to provide conceptual, preliminary and final design, bidding, and construction phase services for the project. More specifically, we propose to accomplish the following:
 - a. Conceptual Phase – this phase will focus on better defining the rehabilitation necessary in the wastewater collection system and the repairs/replacement necessary for the water distribution system. It will consist of the following work items:
 - i. An initial site visit to the project area.
 - ii. A kickoff meeting will be held at the Owner's office to review the objectives of the project, review the scope of work, discuss the schedule, and highlight the deliverables.
 - iii. Cleaning and CCTV of sewer collection system. There is approximately 43,000 linear feet of gravity sewer in Green Oaks. A budget of \$100,000 will be included for cleaning and CCTV of gravity sewers. Garver will subcontract with a service provider to perform the cleaning and CCTV. The locations of the sewers (back yards), size of the sewer (<8"), and cleaning requirement will affect the total linear footage of pipe to be CCTV'd. It is not expected that 100% of the gravity sewers will be CCTV's as part of this Task Order. It is anticipated that gravity sewers not CCTV'd as part of this project will be addressed in a future Task Order.
 - iv. Garver will review all CCTV footage and provide asset scoring criteria for all sewer mains where CCTV footage has been collected. This process will help guide the replacement / rehabilitation decisions and discussion.
 - v. Manhole Inspections. There are approximately 170 manholes in Green Oaks. A visual inspection, performed by Garver, will be accomplished during this phase. It is expected that Starkville Utilities will need to assist Garver in gaining access to some manholes not easily located or opened using common tools.
 - vi. A site visit will be conducted with design staff to spend approximately two days walking the site, documenting existing conditions, and generally preparing Garver's design team to conduct the design project.



- vii. A technical memorandum will be presented to the Owner summarizing the findings of the CCTV and manhole inspections. It will include recommendations for rehabilitation and repair of the sewer system.
 - viii. Garver will work with Starkville Utilities to develop a breakdown of potable water replacement versus sanitary sewer rehab that will be addressed in the design phase.
- b. Preliminary and Final Design – this phase will include the production of design documents for bid to one construction contract. Information gathered in the conceptual phase and meetings with the Owner will guide the design and the breakdown of potable water versus sanitary sewer work.

i. Survey

Limited survey services are anticipated for this project. Garver will utilize information available and provided by the Owner. A budget of \$20,000 has been included for spot checking of sewer and water appurtenances. Garver will contract with a local surveyor familiar with the area to provide these services.

ii. Preliminary Design

The preliminary design phase submittal will include preliminary plan sheets of waterline replacement and sanitary sewer rehabilitation, miscellaneous details, and an opinion of probable construction cost.

This phase will also include at least one visit to the project site to walk water line and sewer rehabilitation areas with the Owner to determine to confirm the field survey and ensure the location of designed improvements. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents.

Upon submission of the Preliminary Design, Garver will conduct a preliminary design review meeting with the Owner and other involved parties. Garver will generate minutes from the meeting that will include review comments from the Owner. Final design will not begin until the preliminary design is approved by the Owner in writing.

iii. Final Design Phase

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make one (1) final field inspection with Owner, make needed plan changes as a result of the final field inspection, and prepare the construction documents as required to advertise for bids. This final field inspection will again include a walking review of improvements to make final checks to the design plans.

Garver will conduct one community meeting to inform the Owner’s customers of the project and educate them as to the potential impact to them.



Upon submission of the Final Design, Garver will conduct a final design review meeting with the Owner and other involved parties. Garver will generate minutes from the meeting that will include review comments from the Owner.

Final comments will be incorporated into the construction documents and submitted to the regulatory authorities. Any applicable permit fees will be paid by the Owner. Garver does not anticipate any variances from construction standards. Should a variance be necessary, or requested by the Owner, it will be considered additional services and will require amendment to this agreement.

Any comments received from regulatory agencies will be incorporated into the construction documents and the project will then be ready for advertisement for bid.

c. Bidding Services – Upon production of the bid documents, Garver will assist Starkville Utilities with the bidding of the project. These services will include:

- i. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- ii. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
- iii. Support the contract documents by preparing addenda as appropriate.
- iv. Participate in a pre-bid meeting.
- v. Attend the bid opening.
- vi. Prepare bid tabulation.
- vii. Evaluate bids and recommend award.
- viii. Prepare construction contracts.

d. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver;

- i. One (1) bid package for the project.
- ii. Three (3) copies of the conceptual design technical memorandum and a digital copy in PDF format including results of CCTV and manhole inspections and rough order of magnitude cost estimate.
- iii. Three (3) half-size (11"x17") copies and a digital copy in PDF format of the Preliminary plans with opinion of probable construction cost.
- iv. Three (3) half-size (11"x17") copies and a digital copy in PDF format of the Final plans and specifications with the updated opinion of probable construction cost.



- v. Two (2) half-size (11"x17") copies of the Final (100%) plans and specifications with permit applications and documentation to regulatory bodies.

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

5. MSA Additions

The Parties hereby agree the following shall be added to terms provided in the MSA dated November 21, 2017

Section 5.8.2 GARVER shall not be liable to Owner for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

Section 5.8.3 Notwithstanding any provision to the contrary herein, GARVER'S (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under the agreement shall be limited to 100% of the Task Order giving rise to the liability regardless of the cause or action (including negligence)."

- 6. Client's Responsibilities:** As indicated in Master Agreement. Starkville Utilities will provide and/or accomplish the following: Right of entry to the property.
- a. Previous available aerials, topographic information, water and sewer mapping and database files, surveys, reports, etc.
 - b. Access to manholes for personnel and CCTV equipment.
 - c. Approval from any private landowners to access sewer or water lines.
 - d. Assistance in locating and opening sanitary sewer manholes.
 - e. Paying all plan review and advertising costs.
 - f. Furnishing all permits and providing permit review fees.
 - g. Client will not hire any of Garver's employees during performance of this contract and for a period of one year beyond completion of this contract.
- 7. Not Included:** For clarification, our proposed scope of services for this Task Order does not include:
- a. Utility relocation design other than water and sewer.
 - b. Preparation of a Stormwater Pollution Prevention Plan.
 - c. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
 - d. Changes to major design elements after previous direction or approval or redesign to accommodate Client's budget after receipt of construction bids that exceed Garver's cost opinions.
 - e. Geotechnical engineering.
 - f. Water and sewer hydraulic modeling.
 - g. Construction materials testing.



- h. Services after construction such as operations startup, operator training, operations and maintenance manual, warranty follow-up, operations support, etc.
 - i. Litigation Assistance
- 8. **Schedule:** Garver will begin work within fourteen (14) days from the effective date of this Task Order and provide bid documents for review by the Client within 120 calendar days.
- 9. **Payment to Engineer:**
 - a. Garver proposes to perform this project on a lump sum basis. The total compensation to Garver for the services identified by this Task Order shall be as indicated in the table below:

Work Item	Fee
Conceptual Phase	
Conceptual Services	\$45,000
Cleaning and CCTV (allowance)	\$100,000
Manhole Inspections	\$26,000
Design Phase	
Survey (allowance)	\$20,000
Preliminary and Final Design	\$86,000
Bidding Phase	\$10,000
Construction Services	TBD – Closer to Construction
Total	\$287,000

- As such, Garver will invoice for the project monthly based upon a percentage of completion.
- b. Items included as allowances (Sewer clean/CCTV and Surveying) will be performed by a Garver sub-consultant. Garver will invoice for invoice directly for their services + 5%.
 - c. Any additional work beyond the scope of services defined in this Task Order, and authorized by the Client, shall be paid for in a subsequent Task Order.
 - d. The amount included for the survey phase shall be an allowance. The Owner shall only pay for agreed surveying services up to the allowance amount. Should the entire amount not be utilized, the Owner will not be required to pay it.
10. **Subconsultants:** Garver intends to utilize Springer Engineering for surveying and Perma Corporation for the cleaning and CCTV.
11. **Other Amendments to Master Agreement:** None.



12. Attachments: None.

Approval and Acceptance

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

The Effective Date of the Task Order is _____, 2019.

Client:
STARKVILLE UTILITIES

Engineer:
GARVER

Signature

Signature

Brian Shannon, PE

Vice President