



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
January 21, 2020**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

City Engineer
Edward Kemp

**City Planning &
Community Development
Director**
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, JANUARY 21, 2020
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 DECEMBER 17, 2019 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JANUARY 3, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

EMPLOYEE INTRODUCTIONS:

CODE ENFORCEMENT:
JERALD "LYLE" MECASKEY

FIRE DEPARTMENT: RYAN CLASSEN, GEORGE GRANDFIELD
AND JASON O'CONNER

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

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

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. DISCUSSION AND CONSIDERATION OF REJECTING AND RE-ADVERTISING THE WATER TOWER BIDS FOR THE NORTHSTAR INDUSTRIAL PARK.

X. BOARD BUSINESS

- A. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF ELECTRIC SYSTEM REVENUE BONDS, SERIES 2020, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE ELECTRIC SYSTEM OF THE MUNICIPALITY.

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 PP 20-02 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING AND RECONFIGURING +/-0.68-ACRE PARCEL INTO 2 LOTS LOCATED AT 400 HWY 389 IN A R-3 ZONE WITH THE PARCEL NUMBER 118I-00-103.00 AND 118I-00-104.00

B. CONSIDERATION OF RESOLUTION APPROVING THE NAMING OF VISTA AVENUE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST AUTHORIZATION TO ACTIVATE THE HIGHWAY 182/ MARTIN LUTHER KING JR. BUILD GRANT AND AUTHORIZE THE MAYOR AND CITY ENGINEER TO EXECUTE ANY PROJECT ACTIVATION DOCUMENTS AS REQUIRED BY THE MDOT PROJECT DEVELOPMENT MANUAL AND AUTHORIZE THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH MDOT FOR THIS PROJECT PENDING THE CITY ATTORNEY'S REVIEW.

2. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY TO COMPLETE THE LINKAGE TRANSPORTATION ALTERNATIVES PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 14, 2020 FOR FISCAL YEAR ENDING 9/30/20, 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 DECEMBER 2019 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ELIZABETH BECK, STEPHEN GARCIA AND GARRETT MILES AS ENTRY LEVEL POLICE OFFICERS AND ARIN HANOANO AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE MARQUIS JORDAN AS MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE DESTIN GLADNEY AND ARLIE BRANDON AS PART-TIME CUSTOMER SERVICE REPRESENTATIVES IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF ENTERING A LEASE PURCHASE AGREEMENT WITH ACTIVE SOLUTIONS, LLC, THE LOWEST AND BEST OF TWO QUOTES, ENABLING THE ACQUISITION OF FIVE SURVEILLANCE CAMERAS WITH ALL-WEATHER EQUIPMENT ENCLOSURES.

I. PARKS

1. CONSIDERATION OF SELECTION OF FRED TATE FOR CONCESSIONS SERVICES IN THE PARKS AND RECREATION DEPARTMENT, THE SOLE BIDDER.
2. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH CROSSPOINT CHURCH FOR USE OF TRAVIS OUTLAW GYMNASIUM.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE THE (FINGERPRINT MACHINE) TEN-PRINT LIVE SCAN KIOSK SYSTEM FROM AD&S INC OF BRANDON, MS, THE LOWEST AND BEST OF THREE QUOTES, AT \$15,829.00.
2. REQUEST APPROVAL TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY20 FUNDING THE AREA OF HOT SPOT POLICING. THIS REQUEST FOR FUNDING IS FOR \$25,000 IN OVERTIME HOT SPOT ENFORCEMENT, (1) TOTAL STATION (CRIME SCENE HARDWARE) \$12,325.50.
3. REQUEST APPROVAL OF THE RENTAL AGREEMENT WITH CANON SOLUTIONS AMERICA FOR 60 MONTHS RENTAL OF 3 CANON COPIERS TO BE USED BY THE STARKVILLE POLICE DEPARTMENT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. ADJOURN UNTIL FEBRUARY 4, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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



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

**AGENDA ITEM: MINUTES
AGENDA DATE: 1-21-20
PAGE: 1 of 25**

SUBJECT: Request approval of the minutes of the December 17, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the December 17, 2019 Recess meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.



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

AGENDA ITEM: MINUTES
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PAGE: 1 of 25

SUBJECT: Request approval of the minutes of the December 17, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the December 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
DECEMBER 17, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on December 17, 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.

The Starkville High School Singers, under the direction of Jennifer Davis and Jordan Dobbins, opened the meeting with a variety of Christmas Carols.

Mayor Lynn Spruill thanked the group and asked the Board for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Walker asked to add Item XI. B. 2. a. "COA 19-02" to consent.

Alderman Little asked to add Item XI. K. 2. "Restructure of Police Department" to consent.

Alderman Sistrunk asked to add Item XI. E. 1. "B.U.I.L.D. Grant Consultant Services Advertisement" to consent.

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

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

Alderman Little offered a motion, duly seconded by Alderman Vaughn, to approve the December 17, 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, DECEMBER 17, 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 NOVEMBER 19, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE DECEMBER 3, 2019 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

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF THE UNIFIED DEVELOPMENT CODE, UPDATE OF THE CITY OF STARKVILLE'S OFFICIAL ZONING MAP, AND THE REVISION, DELETION, AND/OR RELOCATION OF SEVERAL CHAPTERS AND SUBSECTIONS IN THE CODE OF ORDINANCES.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING(S) LOCATED AT 100 DR. MARTIN LUTHER KING JR. DRIVE WITH THE PARCEL NUMBER 118P-00-149.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF ADVERTISING FOR BIDS FOR THE DEMOLITION AND REMOVAL OF THE DILAPIDATED STRUCTURE ON THE PROPERTY LOCATED AT 100 DR. MARTIN LUTHER KING, JR. DRIVE/MS HWY 182.

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. DISCUSSION AND CONSIDERATION OF MAKING AN APPOINTMENT TO THE MUNICIPAL AIRPORT BOARD FOR A THREE-YEAR TERM BEGINNING JANUARY 1,

2020 AND EXPIRING DECEMBER 31, 2022. TWO APPLICANTS: MR. ALLEN PEPPER AND DR. RONNIE TUCKER, SR.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

1. CONSIDERATION OF COA 19-02 CERTIFICATE OF APPROPRIATENESS REQUEST BY KEN AND GIGI HOLMES, FOR THE MINOR EXTERIOR ADDITION OF A REAR COVERED PORCH AT 511 GREENSBORO ST. ON A PARCEL THAT IS CURRENTLY ZONED R-1 WITH THE PROPERTY # 102B-00-106.00.

2. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THE VACANCY IN WARD 1 FOR THE PLANNING AND ZONING COMMISSION FOR A TERM SET TO EXPIRE ON JUNE 30, 2021.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ENGINEERING

1. CONSIDERATION OF AUTHORIZING THE MAYOR TO ADVERTISE FOR CONSULTANT SERVICES AND DEVELOPMENT OF A SELECTION COMMITTEE IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION PROFESSIONAL DEVELOPMENT MANUAL AND THE LOCAL PUBLIC AGENCY CONSULTANT OPERATING PROCEDURES FOR PROFESSIONAL SERVICES IN REGARDS TO THE B.U.I.L.D. GRANT.

2. CONSIDERATION OF APPROVAL OF THE SHS BRIDGE PROJECT DESIGN AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE PROJECT AND DECLARE THE CURRENT BRIDGE SURPLUS AND ADVERTISE FOR BIDS ON GOVDEALS.

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES AS OF DECEMBER 10, 2019 FOR FISCAL YEAR ENDING 9/30/20, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF THE NOVEMBER 2019 FINANCIAL STATEMENTS.

G. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE A 50' X 60' METAL BUILDING AT

STATION 5 FOR FIRE APPARATUS AND FIRE EQUIPMENT FROM REED'S METALS, INC. AT A COST OF \$29,908.48, THE LOWEST AND BEST QUOTE.

H. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR AN ATHLETIC SUPERVISOR IN THE PARKS AND RECREATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JERALD "LYLE" MECASKEY AS A CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

I. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

J. PARKS

1. CONSIDERATION OF APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR CONCESSIONS SERVICE IN THE PARKS AND RECREATION DEPARTMENT.
2. CONSIDERATION OF KIMLEY-HORN AS THE CONSULTANT FOR THE BICYCLE AND PEDESTRIAN MASTER PLAN FOR THE CITY OF STARKVILLE WITH FUNDS TO BE PAID FROM NRPA GRANT.

K. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW CPL. SCOTT LOMAX AND CPL. CHRIS JACKSON TO ATTEND AFT NIBIM TRAINING IN HUNTSVILLE, AL WITH ADVANCED HOTEL AND REGISTRATION, WITH TOTAL COSTS NOT TO EXCEED \$600.00.
2. CONSIDERATION OF THE RESTRUCTURING OF THE POLICE DEPARTMENT.

L. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

M. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM LS TECHNOLOGIES, LLC IN THE AMOUNT OF \$15,473.59 FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERAS AT THE ELECTRIC OPERATIONS CENTER.
2. CONSIDERATION OF WARRANTY DEED TO PURCHASE A 10-ACRE PARCEL OF LAND LOCATED SOUTH OF THE WASTEWATER TREATMENT PLANT AT THE END OF SAND ROAD FROM DESSIE R. HINES AND BESSIE BURGE-TUCKER.
3. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO A WASTEWATER SERVICE CONTRACT BETWEEN EDR COLLEGE VIEW MS, LLC, MISSISSIPPI STATE UNIVERSITY AND THE CITY OF STARKVILLE.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM CHANCELLOR ELECTRIC LLC FOR \$6,404,808.91 MINUS THE DEDUCTIVE ALTERNATE # 1 (\$125,000.00) FOR THE AMOUNT OF \$6,279,808.91 FOR THE

CONSTRUCTION OF THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL JANUARY 7, 2020 @ 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 – 20:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 19, 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 Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 19, 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 DECEMBER 3, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the December 3, 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 COA 19-02: CERTIFICATE OF APPROPRIATENESS REQUEST BY KEN AND GIGI HOLMES, FOR THE MINOR EXTERIOR ADDITION OF A REAR COVERED PORCH AT 511 GREENSBORO ST. ON A PARCEL THAT IS CURRENTLY ZONED R-1 WITH THE PROPERTY # 102B-00-106.00.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of COA 19-02: Certificate of Appropriateness request by Ken and Gigi Holmes, for the minor exterior addition of a rear covered porch at 511 Greensboro St. on a parcel that is currently zoned R-1 with the property # 102B-00-106.00” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THE VACANCY IN WARD 1 FOR THE PLANNING AND ZONING COMMISSION FOR A TERM SET TO EXPIRE ON JUNE 30, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of authorization to advertise to fill the vacancy in Ward 1 for the Planning and Zoning Commission” is enumerated, this consent item is thereby approved. Commissioner Jason Camp recently announced his resignation from the Planning and Zoning Commission due to his moving out of Ward 1.

6. CONSIDERATION OF AUTHORIZING THE MAYOR TO ADVERTISE FOR CONSULTANT SERVICES AND DEVELOPMENT OF A SELECTION COMMITTEE IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION PROFESSIONAL DEVELOPMENT MANUAL AND THE LOCAL PUBLIC AGENCY CONSULTANT OPERATING PROCEDURES FOR PROFESSIONAL SERVICES IN REGARDS TO THE B.U.I.L.D. GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the Mayor to advertise for Consultant Services for the Build Grant and development of a selection committee in accordance with the Mississippi Department of Transportation Professional Development Manual and the Local Public Agency Consultant Operating Procedures for professional Services” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPROVAL OF THE SHS BRIDGE PROJECT DESIGN AND AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE PROJECT AND DECLARE THE CURRENT BRIDGE SURPLUS AND ADVERTISE FOR BIDS ON GOVDEALS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the SHS Bridge project design and authorization to advertise for construction bids for the project and declare the current bridge surplus and advertise for bids on GovDeals” is enumerated, this consent item is thereby approved.

8. ACCEPTANCE OF THE NOVEMBER 2019 FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “acceptance of the November 2019 Financial Statements” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO PURCHASE A 50’ X 60’ METAL BUILDING AT STATION 5 FOR FIRE APPARATUS AND FIRE EQUIPMENT FROM REED’S METALS, INC. AT A COST OF \$29,908.48, THE LOWEST AND BEST QUOTE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a 50’ x 60’ metal building at State 5 for fire apparatus and fire equipment from Reed’s Metals, Inc, at a cost of \$29,908.48, the lowest and best quote” is enumerated, this consent item is thereby approved.

Two quotes received: Reed’s Metals, Inc. - \$29,908.48 and Freedom Steel Buildings - \$41,680.00

10. CONSIDERATION TO ADVERTISE FOR AN ATHLETIC SUPERVISOR IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for an Athletic Supervisor in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE JERALD “LYLE” MECASKEY AS A CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Jerald “Lyle” McCaskey as a Code Enforcement Officer in the Community Development Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION / ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Maintenance Worker in the Sanitation/Environmental Services Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPROVAL TO ADVERTISE A REQUEST FOR PROPOSALS FOR CONCESSIONS SERVICE IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise a request for proposals for 2020 concessions services in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF KIMLEY-HORN AS THE CONSULTANT FOR THE BICYCLE AND PEDESTRIAN MASTER PLAN FOR THE CITY OF STARKVILLE WITH FUNDS TO BE PAID FROM NRPA GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the selection of Kimley-Horn as the consultant for the Bicycle and Pedestrian Master Plan for the City of Starkville to be paid from the NRPA Grant” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE APPROVAL TO ALLOW CPL. SCOTT LOMAX AND CPL. CHRIS JACKSON TO ATTEND AFT NIBIM TRAINING IN HUNTSVILLE, AL WITH ADVANCED HOTEL AND REGISTRATION, WITH TOTAL COSTS NOT TO EXCEED \$600.00.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval to allow Cpl. Scott Lomax & Cpl. Chris Jackson to attend AFT NIBIN training February 9 - 14 in Huntsville AL, at a cost not to exceed \$600.00” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF THE RESTRUCTURING OF THE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the restructuring of the Police Department” is enumerated, this consent item is thereby approved.

Current Title	Current Salary	Proposed Title	Proposed Salary	Difference	FICA	Retirement	Budget Addition	Total January 2020	Total April 2020	Effective Date
CAPTAIN	\$69,322.71	ASSISTANT CHIEF	\$74,500.00	\$5,177.29	\$396.06	\$900.85	\$6,474.20	\$4,855.65	\$0.00	January 10,2020
LIEUTENANT	\$57,688.80	CAPTAIN	\$67,303.60	\$9,614.80	\$735.53	\$1,672.98	\$12,023.31	\$0.00	\$6,011.65	April 10, 2020
LIEUTENANT	\$57,688.80	CAPTAIN	\$67,303.60	\$9,614.80	\$735.53	\$1,672.98	\$12,023.31	\$0.00	\$6,011.65	April 10, 2020
SERGEANT	\$49,281.44	LIEUTENANT	\$57,688.80	\$8,407.36	\$643.16	\$1,462.88	\$10,513.40	\$0.00	\$5,256.70	April 10, 2020
CORPORAL	\$41,500.16	SERGEANT	\$49,281.44	\$7,781.28	\$595.27	\$1,353.94	\$9,730.49	\$0.00	\$4,865.25	April 10, 2020
CORPORAL	\$41,500.16	SERGEANT	\$49,281.44	\$7,781.28	\$595.27	\$1,353.94	\$9,730.49	\$0.00	\$4,865.25	April 10, 2020
Admin Assistant	\$37,500.00	Executive Admin	\$40,500.00	\$3,000.00	\$229.50	\$522.00	\$3,751.50	\$2,813.63	\$0.00	January 10,2020
Admin Assistant	\$0.00	Records Clerk	\$39,312.00	\$39,312.00	\$3,007.37	\$6,840.29	\$49,159.66	\$36,869.74	\$0.00	January 10,2020
LIEUTENANT	\$57,688.80	Eliminate	\$0.00	-\$57,688.80	-\$4,413.19	-\$10,037.85	-\$72,139.84	\$0.00	-\$36,069.92	April 10, 2020
	\$412,170.87		\$445,170.88	\$33,000.01	\$2,524.50	\$5,742.00	\$41,266.51	\$44,539.02	-\$9,059.42	

17. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM LS TECHNOLOGIES, LLC IN THE AMOUNT OF \$15,473.59 FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERAS AT THE ELECTRIC OPERATIONS CENTER.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote from LS Technologies, LLC in the amount of \$15,473.59 for the purchase and installation of security cameras at the Electric Operations Center” is enumerated, this consent item is thereby approved.

Quotes Received: Howard Technology: \$32,239.00 and LS Technologies, LLC: \$15,473.59

18. CONSIDERATION OF WARRANTY DEED TO PURCHASE A 10-ACRE PARCEL OF LAND LOCATED SOUTH OF THE WASTEWATER TREATMENT PLANT AT THE END OF SAND ROAD FROM DESSIE R. HINES AND BESSIE BURGE-TUCKER.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the warranty deed to purchase a 10-acre parcel of land located south of the wastewater treatment plant at the end of Sand Road from Dessie R. Hines and Bessie Burge-Tucker” is enumerated, this consent item is thereby approved.

PREPARED BY/ RETURN TO:

**Mitchell, McNutt & Sams
Attn: Christopher J. Latimer
P. O. Box 1366
Columbus, MS 39703
662-328-2316
MSB # 101549**

INDEXING INSTRUCTIONS:

**The West ½ of the West ½ of the Southwest ¼ of the Northwest ¼, Section 22, Township 22 North,
Range 14 East, Oktibbeha County, Mississippi**

(Space above this line reserved for recording information)

=====

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

WARRANTY DEED

In consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, DESSIE R. HINES, formerly known as Dessie R. Powell, 1845 West Forrest Street, Davenport, Iowa, (563) 326-3117 and BESSIE TUCKER, 1615 Tanglefoot Lane, Bettendorf, Iowa 52722, (563) 355-2135, as "GRANTORS", do by these presents hereby grant, bargain, sell, convey and warrant all their right title and interest unto CITY OF STARKVILLE, MISSISSIPPI FOR THE STARKVILLE UTILITIES DEPARTMENT, 200 N. Lafayette Street, Starkville, MS 39759, (662) 323-3133 as "GRANTEE, the following described real property, lying and being in Oktibbeha County, Mississippi, to-wit:

West one-Half of the West One-Half of the Southwest Quarter of the Northwest Quarter of
Section 22, Township 18 North, Range 14 East, containing Ten (10) acres, more or less.

The Grantors herein warrant that the above described property is the same property as conveyed to Paris Gore and wife, Rosie Gore by that certain Warranty filed for record in Book 527 at Page 168 in the land records of Oktibbeha County, Mississippi. It is further warranted by the Grantors that Paris Gore died on or about May 3, 2002 in Columbus, Mississippi and Rosie Gore died on or about February 24, 2006 in Davenport, Iowa. Grantors herein warrant that they are the sole and only heirs at law of Paris Gore and Rosie Gore.

WITNESS the signatures of the Grantors on the dates herein acknowledged.

DESSIE R. HINES
FORMERLY KNOWN AS DESSIE R. POWELL

BESSIE TUCKER

WITNESS MY SIGNATURE this the ____ day of _____, _____.

DESSIE R. HINES
FORMERLY KNOWN AS DESSIE R. POWELL

STATE OF _____
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for said county and state, within my jurisdiction, the within named DESSIE R. HINES, FORMERLY KNOWN AS DESSIE R. POWELL, who acknowledged that she signed, executed and delivered the above and foregoing instrument as her own act and deed and for the purposes therein stated.

GIVEN under my hand and official seal on this ____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:

WITNESS MY SIGNATURE this the ____ day of _____, _____.

BESSIE TUCKER

STATE OF _____
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for said county and state, within my jurisdiction, the within named BESSIE TUCKER, who acknowledged that she signed, executed and delivered the above and foregoing instrument as her own act and deed and for the purposes therein stated.

GIVEN under my hand and official seal on this ____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires:

19. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO A WASTEWATER SERVICE CONTRACT BETWEEN EDR COLLEGE VIEW MS, LLC, MISSISSIPPI STATE UNIVERSITY AND THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval for the City of Starkville to enter into a Wastewater Service contract between EdR College View MS, LLC, Mississippi State University and the City of Starkville” is enumerated, this consent item is thereby approved.

The Contract follows this page.

20. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST BID FROM CHANCELLOR ELECTRIC LLC FOR \$6,404,808.91 MINUS THE DEDUCTIVE ALTERNATE # 1 (\$125,000.00) FOR THE AMOUNT OF \$6,279,808.91 FOR THE CONSTRUCTION OF THE 161/69/13 KV SOUTHWEST STARKVILLE SUBSTATION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, and adopted by the Board to approve the December 17, 2019 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best bid from Chancellor Electric LLC for \$6,404,808.91 minus the deductive alternate # 1 (\$125,000.00) for the amount of \$6,279,808.91 for the construction of the 161/69/13 kV Southwest Starkville Substation” is enumerated, this consent item is thereby approved.

The bid summary follows the Wastewater Service Contract.

WASTEWATER SERVICE CONTRACT
Between
Mississippi State University, City of Starkville, and
EdR College View MS, LLC

This contract made and entered into this 1st day of August, 2019, between **EdR College View MS, LLC** (hereinafter referred to as "Customer"), and **Mississippi State University** and the **City of Starkville, Mississippi** (both hereinafter referred to as "Owner").

WHEREAS the Customer is a Delaware limited liability company and requires access to a wastewater treatment facility for Customer's facility at 385 College View Street, Starkville, Mississippi 39759;

WHEREAS the Customer and the Owner desire to enter into a contract, under the terms of which the Customer will utilize the Owner's facilities for transportation, treatment, and disposal of domestic wastewater generated by the Customer;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth, the parties agree as follows:

1. **Point of Delivery:** The Customer is responsible for all new construction of facilities required for a complete sanitary sewer collection system to the point of delivery into Owner's system.
2. **Quantity:** To receive the Customer's wastewater at the point of delivery during the term of this Agreement or any renewal or extension thereof, the quantity of Owner's wastewater shall not exceed **5,585,000** gallons per month. In the event Owner's wastewater exceeds such quantity without the express written approval of the Owner, this Agreement may be terminated at the will of the Owner with 90 days written notice to Customer. Customer understands and agrees that excessive flow and infiltration of storm water into the Customer's system will result in delivery of wastewater to the Owner that will adversely affect the biological wastewater treatment process utilized by the Owner. Customer further understands and agrees that Customer is subject to enforcement action by the Owner to reduce inflow and infiltration of storm water into the Customer's system, even if such quantities are within the maximum quantity limits allowed by this agreement. The failure of Customer to respond to such an enforcement action shall constitute a breach of this agreement.
3. **Point of Delivery Metering Options:** In order for Owner to determine monthly wastewater usage for billing purposes, the Customer may elect one of the following options:
 - a. The Customer agrees to allow the City of Starkville Utilities Department to provide the monthly water usage from the City's metering system to

- 019774

Mississippi State University to determine the monthly cumulative wastewater quantity for which Customer will be billed; or

- b. The Customer agrees to furnish, install, operate and maintain at its own expense the required metering, meter house and standard necessary devices to provide a **single metering point** at the Point of Delivery for the purpose of determining monthly wastewater billing to the Customer. The metering equipment used by Customer shall meet the specification of the Owner and be compatible with the Owner's radio monitoring system. Customer shall also bear the cost of having its metering equipment input into the Owner's radio monitoring system. Customer also agrees to recalibrate such metering equipment whenever requested by Owner. The Customer may, upon approval of Owner, install metering equipment on the whole building domestic water feed in lieu of wastewater metering equipment provided that the water metering equipment complies with all sections of this agreement and provides an accurate representation of the wastewater volumes delivered into the Owner's system at the Point of Delivery. The metering point shall be readily visible and may not be located within any enclosure requiring key access. Customer shall provide and maintain suitable and safe means of access (walkway, steps, etc.) to the metering point. Construction plans and specification for any facilities required to deliver and meter wastewater to the Owner's system shall be approved by the Owner prior to construction. These documents will be marked "Approved" by the Owner, and attached to and made a part of this Contract.
4. **Rate/Billing:** The Customer agrees to pay and Mississippi State University will bill Customer each month on a per 1,000 gallons rate. Currently, the rate is **\$3.23** per 1,000 gallons of wastewater. This rate may be adjusted as necessary to cover Owner's expenses and to represent a fair market value in accordance with state law. Customer is responsible for providing an up-to-date billing address. Any amount unpaid after due date specified on the bill may be subject to additional charges. Upon further nonpayment, service may be discontinued upon five days' written notice to Customer. If Customer's metering device is out of service, billing will be based on the highest monthly usage of the prior twelve months and will continue as such until meter is repaired and proven to be accurate.
5. **Customer's Facilities/Connection:** All of Customer's wastewater system materials and installation, including residential/commercial collection, shall be in accordance with "Water and Wastewater Specification for the City of Starkville", prepared by the City's Department of Public Works. The Owner reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work, with authority to deny connection or use of system components not in accordance with this contract and/or the approved construction plans and specifications. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the Owners. The inspection by

the Owner's inspectors shall not relieve the Customer of any responsibility for the proper performance of the work. Connection to the Owner's Point of Delivery will be made by the Customer, and will be observed/inspected by the Owner. The Owner shall have the right, but shall not be obligated, to inspect any installation before wastewater is introduced to the Owner's system, and reserves the right to reject any sewer collection systems not in accordance with the Owner's standards; but such inspection of failure to inspect or reject shall not render the Owner liable or responsible for any or damage resulting from defects in the installation of sewer collection systems or from accidents which may occur upon Customer's premises. The Customer shall provide Owner 60 day's prior written notice of the expected date of completion of Customer's wastewater system and the first date of initial wastewater flow.

6. **Ownership and Maintenance of Wastewater Facilities.** The parties agree that the Customer will own and be responsible for operation and maintenance of all facilities at and upstream of the Point of Delivery, and the Owner will be responsible for operation and maintenance from the Point of Delivery downstream, excluding the Customer's connection. Customer agrees to repair any damage to the Owner's facilities caused by the tap, installation or operation of Customer's pump station. The Customer shall have the metering device calibrated annually; the calibration report will be forwarded to the Owner's billing department.
7. **Concurrent Water Service Provider:** During the entire term of this Agreement, Customer shall maintain a contractual relationship with a water service provider providing water to Customer, such contract enabling Customer to discontinue water services to any end-user for nonpayment for wastewater services.
8. **Interruptions of Service.** The Owner will use reasonable diligence in supplying wastewater service, but shall not be liable for breach of contract or for any loss, injury, or damage to persons or property resulting from interruptions in service, failure of wastewater pump stations, force main failure or any other disruption of services, whether or not caused by Owner's negligence.
9. **Expansion and Wastewater Characteristics:** It is understood and agreed that Owner's wastewater treatment facilities have a definite capacity and permit requirements pursuant to the National Pollutant Discharge Elimination System (NPDES). Customer shall not expand without the express written approval of the Owner, such approval being at the Owner's sole discretion. After the first date of use by Customer of Owner's system, Customer agrees to notify Owner in writing of any new connection of an end-user prior to such connection. In the event connection of such end-user is expected to cause Customer to exceed the quantity set forth in Section 2 of this Agreement, or introduces any of the toxic pollutants listed in Table III of Appendix D of 40 CFR 122 of the Federal Clean Water Act, or otherwise adversely affects the Owner's treatment process in a manner that exceeds the Owner's NPDES permit levels, or materially changes the flow rate of

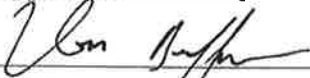
Customer's wastewater, the Owner retains the right to prevent such user from connecting to Customer's system. Failure to receive written approval for Customer to expand or to give notice of a new end-user shall render Customer liable for costs, losses or damage to any of Owner's system caused by the additions or expansion and/or shall make this Agreement voidable at the sole discretion of the Owner upon 90 days written notice.

- 10. Indemnification.** The Customer shall indemnify, defend, save and hold harmless, protect, and exonerate, the Owner, both Mississippi State University and the City of Starkville, Mississippi, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees, expenses, and attorney's fees, related this agreement arising out of or caused by the actions or inactions of Customer or its' partners, principals, officers, agents, employees or representatives. This indemnification provision shall survive the termination or expiration of this agreement.
- 11. Termination for Cause:** Unless otherwise stated herein, either party may terminate this agreement if the other party fails to perform the obligations to the other party under this agreement upon 90 days written notice.
- 12. Waiver.** The failure by Owner at any time to enforce any provision of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Owner to enforce the provision at any time in accordance with its terms.
- 13. Successors and Assigns.** This contract shall inure to the benefit of and shall be binding upon respective successors, legal representatives and assigns of the parties hereto, but is not assignable without the written consent of the Owner.
- 14. Applicable Law.** This Agreement shall be governed by the law of the State of Mississippi without regard to its choice of law provisions. This Agreement is subject all applicable rules, regulations or laws as may be applicable to similar agreements in the State of Mississippi and with owner. Customer is responsible for and agrees to obtain all necessary permits, certificates or the like that may be required by applicable law. Any litigation associated with this agreement shall take place in the Circuit Court of Oktibbeha County, Mississippi or United States District Court for the Northern District of Mississippi, Eastern Division, depending upon the nature of the claim and/or parties involved.
- 15. Term.** This contract shall extend for a term of 15 years. In the event Customer has not completed connection to Owner's system within one year of the effective date of this Agreement, this Agreement will be voidable at the sole option of the Owner.

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IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year above written.

Mississippi State University

By: 

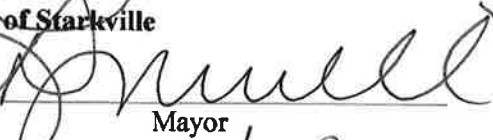
Title: Don Buffum
Director of Procurement & Contracts

Attest:

By: Brandy L. Moss

Title: Project Coordinator

City of Starkville

By: 

Mayor

Attest: Lisa Hardin
City Clerk

EdR College View MS LLC

By: 

Title: S.R.V.P. - CONSTRUCTION

Attest:

By: 

Title: VICE PRESIDENT

- 019774

**CITY OF STARKILLE UTILITIES
STARKVILLE, MS**

**TABULATION OF BIDS
CONSTRUCTION OF SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION
AG PROJECT #101E3115**

BIDDER	CERTIFICATE OF RESPONSIBILITY	ALL ADDENDA ACKNOWLEDGED	BID BOND	BASE BID AMOUNT	DEDUCTIVE ALTERNATE #1 BID AMOUNT
Chancellor Electric LLC - Laurel, MS (See Note #1)	20491-SC	Yes	Suretec Insurance Company, 5%	\$6,404,808.91	(\$125,000.00)
Service Electric Company - Chattanooga, TN	07025-SC	Yes	Federal Insurance Company, 5%	\$6,840,300.00	(\$7,500.00)
Aubrey Silvey Enterprises - Carrollton, GA	03160-MC	Yes	Altantic Specialty Insurance, 5%	\$7,600,000.00	(\$25,000.00)
Irby Construction Company - Richland, MS	01217-MC	Yes	Federal Insurance Company, 5%	\$8,096,855.82	

Notes:

1. Base Bid amount shown is corrected amount based on correct quantities and corrections of mathematical errors.

I hereby certify that this is a true and correct tabulation of the bids for Construction of Southwest Starkville 161/69/13 kV Substation by the City of Starkville on December 10, 2019.


Jeffrey Atwell, P.E.



ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill wished everyone a Merry Christmas and Happy 2020.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked William Pochop for his work at the Park and wished him well in his future endeavors. He also thanked Jason Camp for his service as Ward 1 Planning and Zoning Commissioner.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that citizens be kept up to date on holiday schedules of the Utility and Sanitation Departments.

Chris Taylor, Ward 7, thanked the elected officials for their service and reminded all that everyone will never see eye to eye on all subjects.

Candy Crecink, W1, Executive Director of United Way, noted what a generous giving community Starkville is by example of the over thirty tons of food donated in the recent food drive. She thanked the City leaders as well as the Mayor's Youth Council for their assistance.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF THE UNIFIED DEVELOPMENT CODE, UPDATE OF THE CITY OF STARKVILLE'S OFFICIAL ZONING MAP, AND THE REVISION, DELETION, AND/OR RELOCATION OF SEVERAL CHAPTERS AND SUBSECTIONS IN THE CODE OF ORDINANCES.

City Planner Daniel Havelin and Assistant Planner Emily Corbin Camp summarized the changes in the Unified Development Code and noted the full UDC would be posted on the city website. A summary of these changes were outlined in the December 3, 2019 minutes.

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

James Peden of Stennett, Wilkinson & Peden, representing RMR Investments, spoke in favor of the adoption of the Unified Development Code. He complimented Dr. Kim and the staff for their response to all questions and willingness to listen to suggestions.

Thomas Stewart, 308 Greensboro Street, questioned if the new zoning would affect the value of his property.

Alvin Turner asked the Board to consider how this might affect manufacturing jobs in the area.

Lauren Bell asked for clarification on several items, including how the UDC would effect a parcel of property at the intersection of North Jackson and Hospital Road.

Leah Ellis asked that all property owners be notified if the zoning of their properties are changed by this new code. There being no additional comments from the public the Mayor announced the public hearing closed.

21. CONSIDERATION OF UNIFIED DEVELOPMENT CODE.

Alderman Walker, duly seconded by Alderman Little, offered a motion, based in part on the fact that errors existed in the City's zoning map based on the City's adoption of the 2016 Comprehensive Plan that are being ratified and addressed in the UDC, to approve the Unified Development Code, update of the City of Starkville's Official Zoning Map, and the revision, deletion and / or relocation of several chapters and subsections in the Code of Ordinances with the following:

1. Replacement of Section 3.3 in Draft 5 with Section 3.3 as it appears in Attachment 17.
2. In Section 13 on the Use Chart for Special Medical zoning district, add “Convenience Store and Gas Station” and “Eating and Drinking Establishments” as Special Exceptions.
3. In Section 13 on the Use Chart for Optional Commercial Use Category, add “Animal Boarding Facilities” and “Animal Hospitals” as an Additional Standard and add “Private Recreational Clubs or Facility” and “Mini-Storage” as Special Exceptions.
4. Planning staff shall be authorized to make corrections to any formatting or grammatical errors discovered after the adoption if the correction does not modify or alter any requirements in the Unified Development Code or chapters and subsections that are to be revised, deleted, and / or relocated.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
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.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING(S) LOCATED AT 100 DR. MARTIN LUTHER KING JR. DRIVE WITH THE PARCEL NUMBER 118P-00-149.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Dr. Kim presented the request to declare the buildings at 100 Dr. Martin Luther King Jr. Drive a menace to the health, safety and welfare of the community under Miss Code Ann § 21-19-11. A letter from Lawrence Moore was presented by the City Attorney to be placed in the minutes and follows this page.

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

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

22. DETERMINATION THAT THE BUILDING(S) LOCATED AT 100 DR. MARTIN LUTHER KING JR. DRIVE WITH THE PARCEL NUMBER 118P-00-149.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY UNDER MISS. CODE ANN. § 21-19-11.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to determine that the building(s) located at 100 Dr. Martin Luther King Jr. Drive with the parcel number 118P-00-149.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11. 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.

To: Starkville Board Attorney
From: Lawrence Moore, Administrator of Property
Date: December 13, 2019
Re: Property 100 Dr. Martin Luther King, Jr. Drive, Starkville, MS 39759

Due to circumstances beyond my control, I am unable to attend the board meeting scheduled for December 17, 2019, because of prior obligations. Therefore, this email is in regard to the Parcel Number: 118P-00-149.00.

I, Lawrence Moore am the administrator of the above mentioned property. Having received the above mentioned Parcel Number, I am in agreement with the demolition of the building. I understand from the letter that the City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty, not to exceed \$1500 or 50% of the actual cost, whichever is more. And, that the cost and penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

I would like to request that the City allow me 30 calendar days to clear personal property from the building. I can be available for the 1st January board meeting. Thank you for your consideration in this matter

Respectively,

Lawrence Moore, December 12, 2019

Lawrence Moore

23. REQUEST APPROVAL OF ADVERTISING FOR BIDS FOR THE DEMOLITION AND REMOVAL OF THE DILAPIDATED STRUCTURES ON THE PROPERTY LOCATED AT 100 DR. MARTIN LUTHER KING, JR. DRIVE/MS HWY 182.

Alderman Little, duly seconded by Alderman Vaughn, offered a motion to advertise for bids for the demolition and removal of the dilapidated structures located at 100 Dr. Martin Luther King, Jr. Drive, Highway 182, and that the administrator of the property, Lawrence Moore, has through and including January 17, 2020 to remove personal property from the building prior to any demolition or removal of the structures. 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.

24. REQUEST APPROVAL OF MAKING AN APPOINTMENT TO THE MUNICIPAL AIRPORT BOARD FOR A THREE-YEAR TERM BEGINNING JANUARY 1, 2020 AND EXPIRING DECEMBER 31, 2022. TWO APPLICANTS: MR. ALLEN PEPPER AND DR. RONNIE TUCKER, SR.

Alderman Beatty, duly seconded by Alderman Little, offered a motion to appoint Mr. Allen Pepper to the Municipal Airport Board for a three-year appointment with term expiring on December 31, 2022. The Board voted as follows:

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

25. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of December 10, 2019 for fiscal year ending 9/30/20, 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: Nay
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	\$ 387,020.11
Restricted Fire Fund	003	41,733.93
Airport Fund	015	52,310.81
Sanitation	022	103,388.12
Computer Assessments	107	9,926.63
Industrial Park Bond	303	29,295.62
Pub Improvement Bonds 2018	319	60,630.69
Park and Rec, Tourism	375	93,748.00
MS 182/MLK Revitalization	377	356.60
Sub Total Before Utilities		\$ 778,410.51
Utilities Dept.	SED	1,973,133.78
Total Claims	Total	\$ 2,751,544.29

26. MOTION TO ADJOURN UNTIL JANUARY 7, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until January 7, 2020 @ 5:30 p.m. 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 _____ 2020.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
January 3, 2020**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, January 3, 2020 at 11:30 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Jason Walker, 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 session 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 Starkville Utilities Director, Terry Kemp who discussed a planned expansion / co-location of the utilities services functions.

The Mayor and Board discussed items on the upcoming January 7, 2020 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

January 3, 2020

11:30 a.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY UTILITIES DIRECTOR, TERRY KEMP, ON A PLANNED EXPANSION/CO-LOCATION OF THE UTILITIES SERVICES FUNCTIONS**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE JANUARY 7, 2020, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JANUARY 3, 2020**

**AT 11:30 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

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



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

AGENDA ITEM DEPT.:
AGENDA DATE: 21 January 2020
PAGE: 1 of

SUBJECT: Northstar Water tower bids

AMOUNT & SOURCE OF FUNDING: .ARC and bond funding from previously issued industrial park bond funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's office

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Lynn Spruill @ 662-648-9706 or John Cunningham 662-251-3026

SUGGESTED MOTION:

Move approval of rejecting the bids for the construction of the Northstar Water Tower and authorization to rebid the project when conditions are favorable to a better and more affordable bid design and outcome.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF ELECTRIC SYSTEM REVENUE BONDS, SERIES 2020, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE ELECTRIC SYSTEM OF THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; AND PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF SAID SYSTEM IN AMOUNTS SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; MAKING PROVISION FOR A BOND AND INTEREST FUND, A DEPRECIATION FUND, A CONTINGENT FUND, AN IMPROVEMENT FUND, AN OPERATION AND MAINTENANCE FUND, AND A REVENUE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; AUTHORIZING A RESERVE FUND SURETY BOND; OFFERING THE BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE BONDS; AND FOR RELATED PURPOSES.

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

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

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

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

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

"Annual Debt Service Requirement" shall mean for any Fiscal Year, the sum of the following with respect to all Bonds Outstanding: (a) all amounts required to pay principal (at maturity or upon mandatory redemption other than mandatory sinking fund redemption payments), (b) the amount of any mandatory sinking fund requirement (including for the Fiscal Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year), and (c) interest due on all Bonds Outstanding.

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

"Bonds" or "Bond" shall mean the Electric System Revenue Bonds, Series 2020, of the Municipality in the original principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000), authorized and directed to be issued in this Bond Resolution, and any Additional Bonds hereafter issued under the terms, limitations, and conditions provided in this Bond Resolution.

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

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

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

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

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

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

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

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

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

"Closing Date" with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Purchaser.

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

"Consulting Engineer" shall mean Atwell & Gent, P.A., Starkville, Mississippi, a competent engineering firm, engaged by the Municipality to study the System in order to determine the nature and extent of the Project and to make estimates of the cost thereof, or any competent engineering firm subsequently engaged by the Municipality to provide prescribed services to the Municipality for the System.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Mayor" shall mean the Mayor of the Municipality.

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

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

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

"Net Revenues" shall mean all Revenues remaining after payment of Current Expenses and debt service on the Non-Parity Bonds.

"Non-Parity Bonds" shall mean the Municipality's \$2,665,000 General Obligation Refunding Bonds, Series 2011, dated and issued March 22, 2011 (the "Series 2011 Bonds"), maturing on April 1, 2021, and the Municipality's \$2,410,000 General Obligation Utility Refunding Bonds, Series 2013, dated and issued May 17, 2013 (the "Series 2013 Bonds"), maturing on November 1, 2020.

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

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

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

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

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

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

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

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

"Payment Date" shall mean March 1, 2021 , and semiannually thereafter on March 1 and September 1 of each year, and continuing until the last such date on which any of the Bonds is Outstanding, or is paid in full whether at maturity or upon redemption thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"System" shall mean the electric system of the Municipality, as the same presently exists and as hereafter improved, repaired, and extended.

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

2. Heretofore, on September 18, 2018, the Governing Body adopted a resolution entitled, **"A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000), IN ONE OR MORE SERIES, TO RAISE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING ELECTRIC SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES,"** wherein the Governing Body found, determined, and adjudicated that it is necessary that electric system revenue bonds of the Municipality be issued in the amount, for the purpose, and secured as aforesaid, declared its intention to issue the electric system revenue bonds, and fixed Tuesday, November 6, 2018, at 5:30 p.m., as the date and hour on which it proposed to direct the issuance of electric system revenue bonds, on or prior

to which date and hour any protests to be made against the issuance of such bonds were required to be filed.

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

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

5. Therefore, on November 6, 2018, the Governing Body adopted a resolution entitled, **“RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF ELECTRIC SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR AN ELECTRIC SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000), IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE ELECTRIC SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES,”** wherein the Governing Body found, determined, and adjudicated that it was authorized to issue and sell the Bonds for the Authorized Purpose and the Project, pursuant to the subsequent orders of the Governing Body.

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

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

8. It is advisable and in the public interest to authorize the Mayor to arrange for a Reserve Fund Surety Bond for the Bonds in the event that the Mayor determines that obtaining any such Reserve Fund Surety Bond is in the best interests of the Municipality. The Governing Body should authorize the obtaining of any such Reserve Fund Surety Bond, the execution of any documents necessary or appropriate for such Reserve Fund Surety Bond, and the commitment to pay any fees related to such Reserve Fund Surety Bond, if the Mayor determines any such Reserve Fund Surety Bond to be in the best interest of the Municipality.

9. The Governing Body has heretofore found and determined that it is necessary, advisable, and in the best interest of the Municipality and its citizens to proceed with the Authorized Purpose and the Project. It is advisable that the costs of the Authorized Purpose and the Project should be met through the issuance of the Bonds, payable solely from the Revenues to be derived from the ownership and operation of the System.

10. The Governing Body now finds and determines that it is necessary, advisable, and in the public interest to direct the issuance of and offer for sale the Bonds in the maximum principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000), out of the authorized maximum principal amount of Twelve Million Dollars (\$12,000,000).

11. The estimated cost of the Project caused to be made by the Governing Body is Eight Million Five Hundred Thousand Dollars (\$8,500,000), and the estimated life thereof is at least thirty (30) years.

12. The Municipality is authorized under the provisions of the Act to issue the Bonds to provide funds for the Authorized Purpose and the Project, the Bonds to be payable solely from Net Revenues and certain funds provided for herein.

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

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

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

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

17. The Bonds are not "private activity bonds" as such term is defined in Section 141 of the Code.

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

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

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

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

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

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

ARTICLE I STATUTORY AUTHORITY; SYSTEM

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

SECTION 1.02. SYSTEM. The electric system of the Municipality, together with all extensions thereof, shall be operated as the electric system of the Municipality, referred to herein as the System.

ARTICLE II APPLICATION OF BOND PROCEEDS

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

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

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

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

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

ARTICLE III
AUTHORIZATION, TERMS, AND EXECUTION OF THE
BONDS

SECTION 3.01. **AUTHORIZATION AND TERMS OF THE BONDS.** (a) Electric System Revenue Bonds, Series 2020, of the Municipality, in the aggregate principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000) (the “Bonds”), are hereby authorized and directed to be issued for the Authorized Purpose and the Project. The Bonds shall be issued as fully registered bonds; shall be dated March 1, 2020; shall be in the denomination of Five Thousand Dollars (\$5,000) each or any integral multiple thereof up to the amount of a single maturity; shall be numbered consecutively in numerical order from 1 upward; shall bear interest, calculated on the 30/360 basis, from the date thereof at the rate or rates specified by further order of the Governing Body, payable on March 1, 2021, and semiannually thereafter on March 1 and September 1 in each year; and shall mature, with option of prior payment, on March 1 in the years and principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2021	\$455,000
2022	\$470,000
2023	\$485,000
2024	\$500,000
2025	\$515,000
2026	\$530,000
2027	\$545,000
2028	\$565,000
2029	\$580,000
2030	\$595,000
2031	\$615,000
2032	\$635,000
2033	\$650,000
2034	\$670,000
2035	\$690,000

(b) The Bonds maturing after March 1, 2027, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after March 1, 2026, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity, as follows:

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

(2) At least thirty (30) days before the redemption date of any Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (i) to be filed with the Paying Agent and (ii) to be mailed, postage prepaid, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books herein provided for on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the place or places at which payment shall be made, and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

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

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

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

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

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

(d) Defaulted Interest with respect to any Bond shall cease to be payable to the relevant Record Date Registered Owner of such Bond and, except as hereinafter provided, shall be payable to the Person in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest. The Special Record Date shall be fixed in the following manner: the Municipality shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time, the Municipality shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the

date of the proposed payment, such money when deposited to be held in trust by the Paying Agent for the benefit of the Bondholders entitled to such Defaulted Interest. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest, which date shall be not more than fifteen (15) days nor less than ten (10) days prior to the date of the proposed payment and not less than ten (10) days after the Paying Agent receives the notice of the proposed payment. The Paying Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, not less than ten (10) days prior to such Special Record Date, to each Bondholder entitled to such Defaulted Interest at the address of such Person as it appears on the registration records of the Paying Agent. Such Defaulted Interest shall be paid on the payment date chosen by the Municipality to the Registered Owners as of the Special Record Date of the Bonds with respect to which such Defaulted Interest is payable, said payment to be made by check or draft mailed by the Paying Agent to such Registered Owners at their addresses appearing on the registration records of the Paying Agent. Defaulted Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of a Bond subsequent to the Special Record Date and prior to the date set for payment of such Defaulted Interest.

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

SECTION 3.03. EXECUTION AND VALIDATION OF THE BONDS; CONDITIONS TO DELIVERY OF THE BONDS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

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

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

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

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

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

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

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

successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of Section 3.04(d)(4) hereof.

SECTION 3.05. INTERCHANGEABILITY OF BONDS. The Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity, of any denomination or denominations authorized by this Bond Resolution, and bearing interest at the same rate.

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

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

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

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

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

SECTION 3.08. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS. (a) In all cases in which the privilege of exchanging or transferring Bonds is

exercised, the Municipality shall, in the manner and to the extent, if any, required hereunder, execute and the Paying Agent, as Registrar, shall authenticate and deliver Bonds in accordance with provisions of this Bond Resolution without expense to the Holders of the Bond.

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

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

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

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF STARKVILLE
ELECTRIC SYSTEM REVENUE BOND
SERIES 2020

No. \$

Rate of Interest Maturity Dated Date CUSIP

% 1, 20 , 20

Registered Owner:

Principal Amount: DOLLARS

The City of Starkville, located in the State of Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself

to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent") for the Municipality's Electric System Revenue Bonds, Series 2020, in the aggregate principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000), dated _____, 20__ (the "Bonds"), the principal amount identified above on the maturity date identified above. Except as provided in the Bond Resolution, as hereinafter defined, with respect to Defaulted Principal (as defined therein), payment of the principal amount of this Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which shall also serve as registrar and transfer agent, as of the fifteenth (15th) day of the calendar month preceding the maturity date hereof.

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

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality (the "Governing Body"), including a resolution authorizing and directing the issuance of the Bonds, adopted by the Governing Body on _____, 20__ (the "Bond Resolution"). Capitalized terms used herein and not otherwise defined shall have the definitions given in the Bond Resolution.

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

This Bond is one of a series of Bonds of like date of original issue, tenor, and effect, except as to denomination, number, rate of interest, and date of maturity, issued in the aggregate authorized principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000), out of an authorized amount of Twelve Million Dollars (\$12,000,000), to provide funds for improvements, repairs, and extensions (the "Authorized Purpose" and the "Project") to the electric system of the Municipality (the "System").

The Bonds maturing after _____ 1, 20__, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after _____ 1, 20__, at par, plus accrued interest to the date of redemption, in whole or in part on any date, in inverse order of maturity, as follows:

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

(2) At least thirty (30) days before the redemption date of any Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (i) to be filed with the Paying Agent and (ii) to be mailed, postage prepaid, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books herein provided for on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the place or places at which payment shall be made, and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

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

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

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

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

The principal of, premium, if any, and interest on this Bond shall be payable solely from (i) a sufficiency of the revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System and the payment of the Non-Parity Bonds (as defined in the Bond Resolution), and (ii) the Current Debt Service Account and the Debt Service Reserve Account, both of which sources have been

pledged on a parity of lien with any Additional Bonds issued in accordance with the provisions of the Bond Resolution. Additional Bonds on a parity of lien with the Bonds may be issued pursuant to the provisions of the Bond Resolution.

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

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

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

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

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the "Certificate of Registration and Authentication" hereon shall have been signed by the Paying Agent.

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

City of Starkville, Mississippi

Mayor

COUNTERSIGNED:

(seal)

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the \$8,500,000 Electric System Revenue Bonds, Series 2020, dated _____, 20__, of the City of Starkville, Mississippi.

as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

REGISTRATION AND VALIDATION CERTIFICATE

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

City Clerk

(seal)

ASSIGNMENT

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

(Name and Address of Assignee)

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

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

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

(Authorized Officer)

Date of Assignment: _____

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

ARTICLE IV
SECURITY FOR THE BONDS

SECTION 4.01. BONDS SECURED BY PLEDGE OF NET REVENUES AND CERTAIN OTHER FUNDS. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality hereby irrevocably pledges (i) a sufficiency of the Net Revenues to pay the principal of, premium, if any, and interest on the Bonds, and to make the payments into the Current Debt Service Account and into the Debt Service Reserve Account, and all other payments provided for in this Bond Resolution as the same become due and payable, and (ii) the Current Debt Service Account and the Debt Service Reserve Account. The Bonds are secured on a parity of lien with any Additional Bonds issued pursuant to this Bond Resolution. The Bonds shall be secured equally and ratably by such pledge.

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

ARTICLE V
RATE COVENANT; REVENUES OF SYSTEM AND
APPLICATION THEREOF

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

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

SECTION 5.02. ELECTRIC SYSTEM REVENUE FUND. An amount of the Revenues of the System sufficient to provide for the deposits hereinafter required by Section 5.03 shall be deposited on or before the first (1st) Business Day of each month, commencing in the first (1st) calendar month following the Closing Date, into the Revenue Fund authorized, established, designated, and provided for in this Section of the Bond Resolution. The Revenue Fund shall continue for the purposes of this Bond Resolution and for any Additional Bonds.

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

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

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

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

(B) Debt Service Reserve Account. (i) Provided, that in addition to the funds hereby required to be paid into the Current Debt Service Account of the Bond and Interest Fund, the Debt Service Reserve Account shall be maintained as a subaccount in the Bond and Interest Fund in order to meet any deficiency therein in future years. In order to fully fund the Debt Service Reserve Account, the City Clerk shall immediately upon delivery of the Bonds deposit an amount from the proceeds of the sale of the Bonds or any other legally available funds of the Municipality, which, together with funds on deposit in the Debt Service Reserve Account, will be equal to the Reserve Account Requirement (calculated with respect to the Bonds), at which amount the Debt Service Reserve Account shall thereafter be maintained by such future payments as may be necessary for that purpose. The Debt Service Reserve Account shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the Current Debt Service Account are insufficient for that purpose. No funds paid into the Debt Service Reserve Account shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Bonds.

(ii) On or before the first (1st) Business Day of each month, commencing in the first (1st) calendar month after a withdrawal from the Debt Service Reserve Account causes the amount on deposit therein to fall below the Reserve Account Requirement or in the first (1st) calendar month after an annual valuation of the Debt Service Reserve Account

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

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

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

(v) Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for herein. In the event that amounts credited to the Debt Service Reserve Account are used to pay maturing principal or interest on the Bonds when funds on hand in the Current Debt Service Account are insufficient therefor or that amounts credited to the Debt Service Reserve Account are at any time less than the amount of the Reserve Account Requirement, the Municipality shall provide written notice of such event and of the amount of such deficiency to the Bond Insurer, if any. If a disbursement is made from the Debt Service Reserve Account to pay maturing principal or interest on the Bonds, only such amount as may at the time be drawn under any Reserve Fund Surety Bond then credited to the Debt Service Reserve Account shall be included in computing the amounts credited to the Debt Service Reserve Account. The Municipality shall be obligated to restore the amounts credited to the Debt Service Reserve Account to the amount of the Reserve Account Requirement by either: (1) causing any Reserve Fund Surety Bond to be reinstated; (2) providing one or more Reserve Surety Bonds; (3) depositing Revenues into the Debt Service Reserve Account in accordance with Section 5.03(a)(2)(B); or (4) any combination of the foregoing. With respect to such

replenishment of the Debt Service Reserve Account, any funds received for such purpose shall be used first to reimburse any provider of a Reserve Fund Surety Bond then credited to the Debt Service Reserve Account, thereby reinstating such Reserve Fund Surety Bond, and second to replenish any cash in the Debt Service Reserve Account and/or to provide one or more Reserve Fund Surety Bonds.

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

(4) Contingent Fund. In order to fund the Contingent Fund provided for herein, after the deposits required by paragraphs (a)(1), (a)(2) and (a)(3) of this Section, there shall next be deposited into the Contingent Fund the amount of Five Thousand Dollars (\$5,000); provided, however, that deposits may be made on or before the first (1st) Business Day of each month, beginning with the first (1st) calendar month after the Closing Date, until the amount on deposit in the Contingent Fund is equal to Five Thousand Dollars (\$5,000), at which amount it shall thereafter be maintained by such future monthly deposits as may be necessary for that purpose. The Contingent Fund shall be used for the purpose of paying the cost of unforeseen contingencies arising in the operation and maintenance of the System, including the construction of reasonable and proper improvements, repairs, and extensions thereto; provided, however, that in the event the funds provided for in this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal of the Bonds as set forth in paragraph (a)(2)(A) of this Section shall be drawn from the Contingent Fund and shall be used, together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in Section 5.03(a)(2)(A).

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

previously or hereafter incurred for the System. The foregoing notwithstanding, any amounts required to be paid by the Municipality from such surplus Revenues for general administrative charges pertaining to the System shall be considered as being used for purposes pertaining to the System.

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

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

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

ARTICLE VI IMPROVEMENT FUND

SECTION 6.01. ELECTRIC SYSTEM IMPROVEMENT FUND. Pursuant to Section 2.01 hereof, the proceeds of the Bonds remaining after deposits have been made to the various funds and accounts described in Section 2.01 shall be irrevocably deposited by the Municipality into a fund hereby authorized, established, and designated the Improvement Fund. Funds in the Improvement Fund shall be applied solely and only to the payment of the costs of the Project and costs incidental thereto (including but not limited to the costs of the authorization, issuance, sale, validation, and delivery of the Bonds, Bond Insurance Policy premiums, if any, for the Bonds, ratings fees for the Bonds, if any, and fees for the Reserve Fund Surety Bond, if any). Any balance remaining in the Improvement Fund after completion of the Project shall be transferred

to the Current Debt Service Account and applied to the payment of the principal of and interest on the Bonds.

ARTICLE VII COVENANTS OF THE MUNICIPALITY

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

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

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

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

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

SECTION 7.03. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF REVENUES. The Municipality will not issue any other obligations, except upon the conditions and in the manner provided in Section 9.01, payable from the Net Revenues and being on a parity with the lien of the Bonds and the interest thereon, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon.

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

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

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

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

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

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

- (a) Advice and recommendations concerning the maintenance, repair, and operation of the System;
- (b) Advice and recommendations as to renewals or replacements of any part of the System;

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

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

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

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

SECTION 7.07. NO FREE SERVICES. The Municipality will not render or cause to be rendered any free services of any nature by the System or any part thereof, including services

provided to the Municipality itself or any agency thereof, nor will any preferential rates or services be established for users of the same class. All users of the System will use the System as members of the general public, notwithstanding that such users utilize the System in their business capacities.

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

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

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

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

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

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

SECTION 7.11. COVENANTS REGARDING TAX EXEMPTION OF BONDS.

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

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

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

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

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

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

SECTION 7.12. OTHER COVENANTS REGARDING TAX EXEMPT STATUS.

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

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

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

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

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

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

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

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

(i) The Municipality covenants and certifies that no payment of principal of or interest on the Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the bond proceeds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or

indirectly) by the United States of America or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America; or (2) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (A) the investment of the proceeds of the 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 Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the United States Treasury; or (E) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

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

SECTION 7.13. WHEN COMPUTATIONS, DEPOSITS, OR REBATE PAYMENTS ARE NOT REQUIRED. In the event it is determined that the Bonds do not meet the requirements of Paragraph (4) of Subsection 148(f), but in the event the Municipality receives an opinion of Nationally Recognized Bond Counsel to the effect that any of the computations, deposits or payments referenced in Sections 7.11 and 7.12 herein are not required to be made in order to maintain the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits or payments.

SECTION 7.14. COVENANT REGARDING HEDGE BONDS. The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds. No more than fifty percent (50%) of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more.

SECTION 7.15. CONTINUING DISCLOSURE. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Bond Resolution, failure of the Municipality to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default pursuant to Section 8.01 hereof; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Section.

SECTION 7.16. BOOK-ENTRY SYSTEM. Notwithstanding anything herein to the contrary, the Bonds shall be initially issued in the form of a separate, single, and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of

each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 7.17 hereof, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

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

SECTION 7.17. SUCCESSOR SECURITIES DEPOSITORY; TRANSFERS OUTSIDE BOOK-ENTRY SYSTEM. In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as

nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Bond Resolution.

SECTION 7.18. PAYMENTS AND NOTICES TO CEDE & CO. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE VIII DEFAULT AND REMEDIES

SECTION 8.01. DEFAULT. An "Event of Default" as used in this Bond Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due, (b) failure to comply with any other of the covenants of the Municipality set out in this Bond Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Bondholder, or Bond Insurer, if any, provided that, if such default cannot with due diligence and dispatch be wholly cured within thirty (30) days but can be wholly cured, the failure of the Municipality to remedy such default within such thirty (30) day period shall not constitute a default hereunder if the Municipality shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch within no longer than sixty (60) days after the aforesaid written notice, and (c) filing by the Municipality of a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable federal or state law.

SECTION 8.02. REMEDIES. The Registered Owner of any of the Bonds may, by suit, action, mandamus, or other proceedings at law or in equity, enforce and compel performance by the appropriate official or officials of the Municipality of any or all acts and duties to be performed by the Municipality under the provisions of the Act and of this Bond Resolution. If there be any default in the payment of the principal of and interest on the Bonds, any court having jurisdiction in the proper action may, upon petition of the Registered Owners of a majority in principal amount of the Bonds then Outstanding, appoint a receiver to administer and operate the System with power to fix rates and collect charges sufficient to provide for the payment of the Bonds and to pay the expense of operating and maintaining the System in conformity with the provisions of the Act and of this Bond Resolution.

ARTICLE IX ADDITIONAL BONDS; DEFEASANCE

SECTION 9.01. ADDITIONAL BONDS. So long as any of the Bonds are Outstanding, no Additional Bonds shall be issued unless the following conditions are complied with:

(a) The Municipality must be current in all deposits into the various funds and all payments theretofore required to have been deposited or made by it under the provisions of this Bond Resolution.

(b) If the Additional Bonds are to be issued for the purpose of financing improvements, repairs, or extensions to the System or acquisitions for the System, then:

(1) The amount of the Net Revenues during any twelve (12) consecutive months of the eighteen (18) months immediately preceding the delivery of the Additional Bonds, as certified by the Consulting Engineer, the Municipal Advisor, or an accountant, will be equal to one hundred twenty percent (120%) of the Maximum Annual Debt Service Requirement for the then Outstanding Bonds.

(2) The Consulting Engineer, the Municipal Advisor, or an accountant shall also certify that the amount of the Net Revenues derived from the operation of the System in each year after acquisitions for the System or completion of improvements, repairs, or extensions to the System and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineer, the Municipal Advisor, or an accountant, will, in each year, be at least equal to one hundred twenty percent (120%) of the principal and interest which will mature and become due in each such year on (A) the then Outstanding Bonds, and (B) the Additional Bonds then proposed to be issued.

(3) If such Additional Bonds are being issued for the purpose of extending the System by acquiring operating utility properties having an earnings record, the Consulting Engineer, the Municipal Advisor, or an accountant shall estimate the effect on the Net Revenues of the acquisition of such utility properties and the integration thereof into the System, and shall certify that the amount of the Net Revenues derived from the operation of the System in each year after such acquisition and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineer, will, in each year, be at least equal to one hundred twenty percent (120%) of the principal and interest which will mature and become due in each such year on (A) the then Outstanding Bonds, and (B) the Additional Bonds then proposed to be issued. Any such estimate shall be based upon the operating experience and records of the Municipality during the period in which the System has been operated by the Municipality and upon any available financial statements and records relating to the earnings of such utility properties to be acquired.

(4) If any changes have been made and are in effect at the time of the adoption of the Additional Bonds Resolution in the schedule of rates and charges imposed by the Municipality for services furnished by the System which were in effect during any part of the consecutive twelve-month period referred to in this Section, the Consulting Engineer, the Municipal Advisor, or accountant may, if such changes resulted in increases in such rates and charges, and shall, if such changes resulted in reductions in such rates and charges, adjust the Net Revenues to be certified for such consecutive twelve-month period to reflect any change in such Net Revenues which would have occurred if the schedule of rates and charges in effect at the time of the adoption of the Additional Bonds Resolution had been in effect during that portion of such consecutive twelve-month period in which such schedule was not in effect.

(c) If the Additional Bonds are to be issued for the purpose of refunding all or a portion of any series of Outstanding Bonds, the issuance of such Additional Bonds shall either result in a net present value debt service savings of not less than two percent (2%) of the

principal amount of the Bonds to be refunded or the issuance of such Additional Bonds shall satisfy the applicable tests set forth in Section 9.01(a) and Section 9.01(b).

(d) The Municipality covenants and provides in this Bond Resolution that the Additional Bonds Resolution shall provide that the Debt Service Reserve Account shall be additionally fully funded in an amount equal to the Reserve Account Requirement.

(e) The Additional Bonds Resolution must provide that principal shall mature on the Payment Date on which principal is due and interest shall come due on the Payment Date on which interest is due.

(f) All of such Additional Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on the Net Revenues of the System and their source of and security for payment therefrom without preference of any Bonds over any other.

(g) The Municipality shall not issue any obligations whatsoever payable from the Net Revenues of the System which rank equally as to lien and source and security for their payment from such Net Revenues with the Bonds, except in the manner and under the conditions provided in this Section. The Municipality may issue bonds junior and subordinate to the Bonds at any time, provided that the issuance of such bonds does not violate any covenants of the Municipality concerning any of its then Outstanding Bonds.

SECTION 9.02. DEFEASANCE OF BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Resolution, then the pledge of any Net Revenues, and other funds and securities pledged under this Bond Resolution and all covenants, agreements, and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate, and become void and be discharged and satisfied.

The Bonds or interest installments for the payment or redemption of which funds shall have been set aside and shall be held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on said date, (b) there shall have been deposited with the Paying Agent either funds in an amount which shall be sufficient, or funds which shall be invested in direct obligations of the United States of America or obligations the principal of and interest on which is guaranteed by the United States of America and which are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof, the principal of and the interest on which obligations when due will provide funds which, together with the funds, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60)

days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds and notice to the Holders of such Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturing or redemption date upon which funds are to be available for the payment of the principal or redemption price, if applicable, on said Bonds on such date. Neither investments nor funds deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.04 of this Bond Resolution maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, on the interest date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

Amounts paid by the Bond Insurer, if any, to the Holders of the Bonds shall not constitute the payment of the Bonds pursuant to this Section, and the Bonds shall continue to be Outstanding and the amounts due thereon shall continue to be due and owing hereunder until paid in accordance with this Bond Resolution.

ARTICLE X
NOTICE OF BOND SALE

SECTION 10.01. **NOTICE OF BOND SALE.** As required by Section 31-19-25, Mississippi Code of 1972, as amended, the City Clerk is hereby authorized and directed to give the Notice by publishing an advertisement at least two (2) times in *The Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the following form:

NOTICE OF BOND SALE

\$8,500,000
ELECTRIC SYSTEM REVENUE BONDS, SERIES 2020
OF THE
CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive sealed bids at the City Hall located at 110 West Main Street, Starkville, Mississippi, until the hour of 3:00 p.m. on Tuesday, February 18, 2020, at which time said bids will be publicly opened and read for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Eight Million Five Hundred Thousand Dollars (\$8,500,000) Electric System Revenue Bonds, Series 2020, of the Municipality (the "Bonds"). The City Clerk of the Municipality will act on behalf of the Governing Body to receive such bids at the aforesaid date, time, and place.

Award of the bid will be made at the regular meeting of the Governing Body on Tuesday, February 18, 2020, at 5:30 p.m.

THE BONDS: The Bonds will be dated and bear interest from March 1, 2020; will be delivered in definitive form as registered bonds; will be in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body, in the manner hereinafter provided; and will bear interest, payable on March 1, 2021, and semiannually thereafter on March 1 and September 1 of each year at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale.

MATURITIES: The Bonds will mature serially, with option of prior payment, on March 1 in each of the years and amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2021	\$455,000
2022	\$470,000
2023	\$485,000
2024	\$500,000
2025	\$515,000
2026	\$530,000
2027	\$545,000
2028	\$565,000
2029	\$580,000
2030	\$595,000
2031	\$615,000
2032	\$635,000
2033	\$650,000
2034	\$670,000
2035	\$690,000

REDEMPTION: The Bonds maturing after March 1, 2027, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after March 1, 2026, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity. Interest shall cease to accrue on any of the Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for. At least thirty (30) days before the redemption date of any Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (1) to be filed with the Paying Agent (as hereinafter defined) and (2) to be mailed, postage prepaid, to all Registered Owners of the Bonds at their addresses as they appear on the registration books of the Paying Agent, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid, the place or places at which payment shall be made and, if less than all of the Bonds of any one

maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the authority of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and the resolution of the Municipality adopted January 21, 2020, authorizing and directing the issuance of the Bonds (the "Bond Resolution"). The principal of, premium, if any, and interest on the Bonds will be payable solely from (i) a sufficiency of the revenues derived from the operation of the Electric System (the "System") of the Municipality, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System and the payment of the Non-Parity Bonds (as defined in the Bond Resolution), and (ii) the Current Debt Service Account, the Debt Service Reserve Account (if any), or the Reserve Fund Surety Bond, all provided for in the Bond Resolution.

PURPOSE: The Bonds are being issued to provide funds for improvements, repairs, and extensions to the System.

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for \$8,500,000 Electric System Revenue Bonds, Series 2020, of the City of Starkville, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to 3:00 p.m. on Tuesday, February 18, 2020. All bids should be submitted via the Official Bid Form prepared by the Municipality, copies of which may be obtained from the Municipality.

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall not bear a greater overall maximum interest rate to maturity than thirteen percent (13%) per annum, nor shall the interest rate for any one maturity exceed thirteen percent (13%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent ($1/8^{\text{th}}$ of 1%) or one-tenth of one percent ($1/10^{\text{th}}$ of 1%), and a zero rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Governing Body of the Municipality, in the amount of One Hundred Seventy Thousand Dollars (\$170,000), as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the Municipality, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if

any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm until an award of the Bonds, or rejection of bids, will be made by the Governing Body at the regular meeting of the Governing Body on 5:30 p.m. on Tuesday, February 18, 2020.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder may designate a bank or trust company located within the State of Mississippi to serve as paying agent (the "Paying Agent") for the Bonds within forty-eight (48) hours of the date of the sale of the Bonds, subject to the approval of the Board. The Board's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to Registered Owners of the Bonds as of the fifteenth (15th) day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within twenty (20) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the Municipality; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, as Bond Counsel. In the opinion of Bond Counsel, interest on the Bonds is excluded from gross income for purposes of federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions, with such exceptions as shall be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a no-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the revenues pledged for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds, will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

BONDS NOT QUALIFIED TAX-EXEMPT OBLIGATIONS: The Municipality has not designated the Bonds as qualified tax-exempt obligations within the meaning and for purposes of Section 265(b)(3) of the Code.

INFORMATION FROM PURCHASER: The purchaser must certify to the Municipality the initial offering price to the public (excluding bond houses, brokers, and other intermediaries) of each maturity of the Bonds at which a substantial amount of Bonds of that maturity were sold, to enable the Municipality to compute the yield on the Bonds for federal arbitrage law purposes.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Agreement at the time of issuance and delivery of the Bonds shall relieve the successful bidder from its obligation to purchase the Bonds.

MUNICIPAL BOND INSURANCE: Pursuant to the Bond Resolution, the Governing Body has authorized prospective bidders to obtain municipal bond insurance to guarantee the payments of the principal of and interest on the Bonds.

REOFFERING CERTIFICATE: The winning bidder must provide Bond Counsel with the reoffering prices and yields for the Bonds it will purchase on the day Bonds are issued upon the conclusion of the bidding. See above under "AWARD OF BONDS." The reoffering prices and yields so provided will be printed on the inside cover of the final official statement relating to the Bonds (the "final Official Statement").

The winning bidder shall assist the Municipality in establishing the issue price of the Bonds and shall execute and deliver to the Municipality at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the Municipality's Municipal Advisor and Bond Counsel.

The Municipality intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because: (1) the Municipality shall disseminate this Notice of Sale to potential purchasers in a manner that is reasonably designed to reach potential purchasers; (2) all bidders shall have an equal opportunity to bid; (3) the Municipality may receive bids from at least three purchasers of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (4) the Municipality anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

In the event that the competitive sale requirements are not satisfied, the Municipality shall so advise the winning bidder. The Municipality shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Municipality if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Municipality will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Municipality the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among purchasers, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each purchaser, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among purchasers relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each purchaser that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such purchaser that either the 10% test has been satisfied as to the Bonds of that maturity or all

Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such purchaser and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an purchaser shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale: (i) "public" means any person other than an purchaser or a related party; (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Municipality (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public); (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and (iv) "sale date" means the date that the Bonds are awarded by the Municipality to the winning bidder.

Failure to provide the reoffering prices and yields, or such certificate in a form satisfactory to Bond Counsel, may result in cancellation of the sale and/or forfeiture of the winning bidder's good faith deposit.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of S.E.C. Rule 15c2-12, to be final and complete as of its date, except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, subject to revision, amendment, and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement. The Municipality will furnish sufficient copies of the Official Statement to the successful bidder of the Bonds without charge within seven (7) business days after the award of the bid. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any purchaser or purchaser identification determined by the Municipality to be necessary for the Official Statement within twenty-four (24) hours after the award of the Bonds. A copy of the Preliminary Official Statement may be obtained from the Municipality.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on January 21, 2020.

/s/ Lesa Hardin
Lesla Hardin, City Clerk

Publication Information:
The Starkville Daily News
February 4, 2020, and February 11, 2020

ARTICLE XI
BOND INSURANCE; BOND RATING; AMENDMENTS; MISCELLANEOUS

SECTION 11.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Bondholders, and the covenants and agreements herein set forth to be performed by the Municipality shall be for the equal benefit, protection, and security of the legal holders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided therein and herein.

SECTION 11.02. BOND INSURANCE AND BOND RATINGS AND RESERVE FUND SURETY BOND AUTHORIZED.

(a) The Mayor is hereby authorized to execute a commitment for a Bond Insurance Policy and to do such other things and take such other actions as may be necessary to obtain such Bond Insurance Policy for the Bonds if the Mayor determines that obtaining such Bond Insurance Policy is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Bonds.

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

(c) The Bonds are issued subject to certain requirements and covenants set forth in this Bond Resolution, including without limitation those requirements and covenants pertaining to the Bond Insurance Policy, if any, for the Bonds.

(d) The Mayor is hereby authorized to obtain a bond rating with regard to the sale of the Bonds, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if the Mayor determines that obtaining such rating or ratings is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Bonds.

(e) The Mayor is hereby authorized to execute a commitment for a Reserve Fund Surety Bond and to do such other things and take such other actions as may be necessary to obtain such Reserve Fund Surety Bond for the Bonds if the Mayor determines that obtaining such Reserve Fund Surety Bond is in the best interests of the Municipality.

SECTION 11.03. MODIFICATION OR AMENDMENT. (a) No material modification or amendment of this Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds (2/3^{rds}) or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to fix, maintain, and collect rates, fees, rents, and other charges for the System or to pay the interest and principal on the Bonds, as the same mature and become due, from the Net Revenues of the System, or reduce such percentage of Holders of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

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

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

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

(3) to subject to the lien of the Bonds and the pledge herein contained additional Revenues or receipts;

(4) to provide for the use of a Reserve Fund Surety Bond in the Debt Service Reserve Account; or

(5) to provide for the issuance of Additional Bonds.

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

SECTION 11.04. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions of this Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from

the remaining covenants, agreements, or provisions, and shall in no way affect the validity of any of the other provisions of this Bond Resolution or of the Bonds issued hereunder.

SECTION 11.05. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any funds are required to be deposited into a fund pursuant hereto, shall be a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a fund, and no interest shall accrue for the period after such date.

SECTION 11.06. OFFICIAL STATEMENT; CONTINUING DISCLOSURE. (a) The Governing Body hereby approves the Preliminary Official Statement pertaining to the sale of the Bonds, and the distribution of said Preliminary Official Statement is hereby authorized in substantially the form attached hereto as **Attachment A**.

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

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

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

SECTION 11.07. REOFFER OF BONDS. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Bonds and the payment dates for principal and interest, that in the event the delivery of the Bonds is delayed by a contest of the validation of the Bonds or otherwise, and the initial Purchaser shall decline to take delivery of the Bonds, then the Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning on the next first day of May that is more than twelve (12) months from the actual date of the Bonds as provided by the subsequent resolution directing the sale thereof, and continuing through the fifteenth (15th) anniversary date from such first principal payment. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing on the next March 1 or September 1 following such actual date of the Bonds. After the validation of the Bonds, no amendment, revision, or supplement contemplated by this Section shall be cause for the re-submission of the proceedings for the issuance of the Bonds, as amended, revised, or supplemented, to any further validation

proceedings, it being the intent of this Bond Resolution that any such amendments, revisions, or supplements be covered by the initial validation proceeding.

SECTION 11.08. ALLOCATION OF FUNDS. Whenever any amounts are required by this Bond Resolution to be on deposit in a specified account or fund, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other funds of the Municipality in a combined deposit or investment.

SECTION 11.09. BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT, AND REGISTERED OWNERS. Nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Municipality, the Paying Agent, and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Municipality shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, and the Registered Owners of the Bonds.

SECTION 11.01. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approved and adopts the Post Issuance Compliance Procedures are hereby authorized in substantially the form attached hereto as **Attachment B.**

ARTICLE XII

FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE

SECTION 12.01. FURTHER ACTION. At some appropriate time hereafter, this Governing Body shall take such further action as may be necessary to provide for the preparation, execution, issuance and delivery of the Bonds.

SECTION 12.02. REPEALING CLAUSE AND EFFECTIVE DATE. All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of this Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective immediately upon the adoption thereof.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried, and the resolution adopted on this day, January 21, 2020.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Attachment A

Preliminary Official Statement

Attachment B

Post Issuance Compliance Procedures

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

PRELIMINARY OFFICIAL STATEMENT DATED _____, 20__

BOOK-ENTRY

Insured Rating: _____ (____)
(See "Bond Insurance" and "Bond Rating" herein)

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

\$8,500,000 ELECTRIC SYSTEM REVENUE BONDS, SERIES 2020 CITY OF STARKVILLE, MISSISSIPPI

DATED: March 1, 2020

DUE: March 1, as shown below

Interest on the Bonds is payable on March 1, 2021, and semiannually thereafter on March 1 and September 1 of each year. Payments of interest on the Bonds will be made to the Record Date Registered Owner, and payments of principal and premium, if any, will be made upon presentation and surrender of the Bonds at the principal office of the Paying Agent to the Record Date Registered Owner. The Bonds will be issued as fully registered bonds in the denomination of \$5,000 each, or any integral multiple thereof up to the amount of a single maturity. The Bonds will be subject to redemption as set forth herein.

The Bonds will be issued under and in conformity with the Constitution and Laws of the State of Mississippi and pursuant to the Bond Resolution adopted by the Mayor and Board of Aldermen of the Municipality on January 21, 2020. The principal of, premium, if any, and interest on the Bonds will be payable solely from a sufficient amount of the Net Revenues of the System and from the Current Debt Service Account and the Debt Service Reserve Account, all as provided in the Bond Resolution. The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory or charter limitation of indebtedness.

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
2021	\$455,000			2029	\$580,000		
2022	\$470,000			2030	\$595,000		
2023	\$485,000			2031	\$615,000		
2024	\$500,000			2032	\$635,000		
2025	\$515,000			2033	\$650,000		
2026	\$530,000			2034	\$670,000		
2027	\$545,000			2035	\$690,000		
2028	\$565,000						

The Bonds are being offered for sale in accordance with the official Notice of Bond Sale dated January 21, 2020. Sealed bids for the Bonds will be received at 3:00 o'clock p.m. on February 18, 2020, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the City Hall located at 110 West Main Street in the City of Starkville, Mississippi.

The Bonds are not being offered as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal insurance policy to be issued concurrently with the delivery of the Bonds by _____.

[Bond Insurer logo]

The Bonds are offered subject to the final approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel. It is expected that the Bonds will be available for delivery in book type and entry-only form delivered to DTC, New York, New York, on or about March 10, 2020.

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

_____ (“_____”) makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, _____ has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding _____, supplied by _____ and presented under the heading “Bond Insurance” and Appendix F – Specimen Municipal Bond Insurance Policy.

TABLE OF CONTENTS

	Page
INTRODUCTION	1
Defined Terms	1
THE BONDS	7
Terms of the Bonds	7
Purpose.....	8
Redemption of the Bonds.....	8
Security for the Bonds	8
Limitation of the Obligation of the Municipality	8
CONTINUING DISCLOSURE.....	9
THE ELECTRIC SYSTEM OF THE MUNICIPALITY	10
General.....	Error! Bookmark not defined.
Electric Enterprise Fund.	Error! Bookmark not defined.
Management of the System.....	Error! Bookmark not defined.
Establishment of Rates.....	Error! Bookmark not defined.
Rate Structure.....	Error! Bookmark not defined.
Revenues Available for Debt Service.	Error! Bookmark not defined.
Litigation and Claims Affecting the System and the Municipality.	10
Sovereign Immunity.....	10
RISK FACTORS	11
SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION.....	11
Application of the Series 2020 Bond Proceeds.....	11
Rate Covenant.....	12
Electric System Revenue Fund	12
Disposition of Revenues; Establishment of Funds	12
Investment of Funds on Deposit in the Funds	16
Electric System Improvement Fund.....	16
Operation and Maintenance	16
Sale of the System.....	17
Issuance of Other Obligations Payable Out of Revenues	17
Insurance for the System.....	17
Books and Records	18
Operating Budget.....	19
Consulting Engineers	19
Default and Remedies	19
Additional Bonds	20
Defeasance of Bonds.....	21
Modification or Amendment.....	22
TAX EXEMPTION	23
Exclusion from Gross Income Pursuant to Section 103 of the Internal Revenue Code	23
VALIDATION.....	25
APPROVAL OF LEGAL PROCEEDINGS.....	25
LITIGATION.....	25

OFFICIAL STATEMENT CERTIFICATE	25
REGISTRATION, SALE, AND DISTRIBUTION.....	26
THE MUNICIPAL ADVISOR.....	26
AUDITORS	26
BOND INSURANCE	26
BOND RATING	26
MISCELLANEOUS	27

APPENDIX A – GENERAL INFORMATION REGARDING THE MUNICIPALITY AND ITS ECONOMY	
APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE MUNICIPALITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2018; BUDGET FOR THE MUNICIPALITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019; BUDGET FOR THE MUNICIPALITY FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; AUDITED FINANCIAL STATEMENTS OF THE ELECTRIC SYSTEM FOR THE FISCAL YEAR ENDED JUNE 30, 2018; BUDGET FOR THE ELECTRIC SYSTEM FOR THE FISCAL YEAR ENDING JUNE 30, 2019; BUDGET FOR THE ELECTRIC SYSTEM FOR THE FISCAL YEAR ENDING JUNE 30, 2020	
APPENDIX C – FORM OF BOND COUNSEL OPINION	
APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF STARKVILLE, MISSISSIPPI	
APPENDIX E – NOTICE OF BOND SALE	
APPENDIX F – SPECIMEN MUNICIPAL BOND INSURANCE POLICY	

CITY OF STARKVILLE, MISSISSIPPI

LYNN SPRUILL
Mayor

Board of Aldermen

HAMP BEATTY
DAVID LITTLE
SANDRA C. SISTRUNK
JASON WALKER

BEN CARVER
ROY A'. PERKINS
HENRY N. VAUGHN, JR.

LESA HARDIN
City Clerk

CHRISTOPHER J. LATIMER
Mitchell, McNutt & Sams, P.A.
Oxford, Mississippi
Attorney for the Municipality

WATKINS, WARD AND STAFFORD, PLLC
Starkville, Mississippi
Certified Public Accountants for the Municipality and the System

GOVERNMENT CONSULTANTS, INC.
Madison, Mississippi
Municipal Advisor

JONES WALKER LLP
Jackson, Mississippi
Bond Counsel

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OFFICIAL STATEMENT

\$8,500,000

ELECTRIC SYSTEM REVENUE BONDS, SERIES 2020 CITY OF STARKVILLE, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the issuance of the Electric System Revenue Bonds, Series 2020, dated March 1, 2020, and issued March 10, 2020, in the aggregate principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000) (the “Bonds”), of the City of Starkville, Mississippi (the “Municipality”). In addition to any terms elsewhere defined herein, capitalized terms used in this Official Statement have the meanings set forth under the subheading "Defined Terms" herein below.

The Bonds will be issued pursuant to the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the “Act”), and the resolution directing the issuance of the Bonds adopted by the Mayor and Board of Aldermen of the Municipality (the “Governing Body”) on January 21, 2020 (the “Bond Resolution”).

In order to issue the Bonds, the Governing Body adopted a resolution on September 18, 2018, declaring its intention to issue electric system revenue bonds in the maximum principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000) to raise money for the purpose of improving, repairing, and extending (the “Authorized Purpose”) the electric system of the Municipality (the “System”) and gave notice of such intention by publication of said resolution three times in a newspaper having a general circulation in the Municipality. If twenty percent (20%) of the qualified electors of the Municipality had filed a written protest against the issuance of such bonds on or before the date specified in said resolution, an election on the question of the issuance of such bonds would have been held. November 6, 2018, was set by the Governing Body as the date on or before which written protest was required to have been filed. No written protest was received on or before said date. The Municipality is now authorized and empowered by the Act to issue the Bonds to provide funds for the Authorized Purpose without the necessity of calling and holding an election on the question of the issuance thereof.

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

Defined Terms. In addition to any words and terms elsewhere defined herein or in the Bond Resolution, the following words and terms shall have the following meanings unless some other meaning is plainly intended:

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

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

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

"Annual Debt Service Requirement" shall mean for any Fiscal Year, the sum of the following with respect to all Bonds Outstanding: (a) all amounts required to pay principal (at maturity or upon mandatory redemption other than mandatory sinking fund redemption payments), (b) the amount of any mandatory sinking fund requirement (including for the Fiscal Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year), and (c) interest due on all Bonds Outstanding.

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

"Bonds" or "Bond" shall mean the Electric System Revenue Bonds, Series 2020, of the Municipality in the original principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000), authorized and directed to be issued in the Bond Resolution, and any Additional Bonds hereafter issued under the terms, limitations, and conditions provided in the Bond Resolution.

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

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

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

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

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

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

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

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

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

"Closing Date" with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Underwriter.

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

"Consulting Engineer" shall mean Atwell & Gent, P.A., Starkville, Mississippi, a competent engineering firm, engaged by the Municipality to study the System in order to determine the nature and extent of the Project and to make estimates of the cost thereof, , or any competent engineering firm subsequently engaged by the Municipality to provide prescribed services to the Municipality for the System.

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

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

"County" shall mean Oktibbeha County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

"Mayor" shall mean the Mayor of the Municipality.

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

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

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

"Net Revenues" shall mean all Revenues remaining after payment of Current Expenses and debt service on the Non-Parity Bonds.

"Non-Parity Bonds" shall mean the Municipality's \$2,665,000 General Obligation Refunding Bonds, Series 2011, dated and issued March 22, 2011 (the "Series 2011 Bonds"), maturing on April 1, 2021, and the Municipality's \$2,410,000 General Obligation Utility Refunding Bonds, Series 2013, dated and issued May 17, 2013 (the "Series 2013 Bonds"), maturing on November 1, 2020.

"Notice" shall mean the Notice of Bond Sale attached as **APPENDIX E**.

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

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

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

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

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

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

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

"Payment Date" shall mean March 1, 2021, and semiannually thereafter on March 1 and September 1 of each year, and continuing until the last such date on which any of the Bonds is Outstanding, or is paid in full whether at maturity or upon redemption thereof.

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

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

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

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

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

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

"Redemption Price" shall mean, with respect to a Series 2020 Bond, the principal amount of such Series 2020 Bond, plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms and pursuant to the provisions hereof.

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

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

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

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

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

"Revenue Fund" shall mean the Electric System Revenue Fund authorized, established, designated, provided for in Section 5.02 of the Bond Resolution.

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

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

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

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

"System" shall mean the electric system of the Municipality, as the same presently exists and as hereafter improved, repaired, and extended.

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

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

THE BONDS

Terms of the Bonds. The Bonds shall be in registered form; shall be dated March 1, 2020, and issued March 10, 2020; shall be in the denomination of \$5,000 each or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in order of issuance; shall bear interest from the date thereof at the rates set forth on the cover page of this Official Statement, payable on March 1, 2021, and semiannually thereafter on March 1 and

September 1 in each year; and shall mature, with option of prior payment, on March 1 in the years and principal amounts as set forth on the cover page of this Official Statement.

Purpose. The Bonds are being issued to provide funds for the Authorized Purpose and the Project and to pay the costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Redemption of the Bonds. The Bonds maturing after March 1, 2027, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after March 1, 2026, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity, as follows:

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

(b) At least thirty (30) days before the redemption date of any Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (i) to be filed with the Paying Agent and (ii) to be mailed, postage prepaid, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books herein provided for on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the place or places at which payment shall be made, and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

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

Security for the Bonds. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality hereby irrevocably pledges (i) a sufficiency of the Net Revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System and the payment of the Non-Parity Bonds, to pay the principal of, premium, if any, and interest on the Bonds, and to make the payments into the Current Debt Service Account and into the Debt Service Reserve Account, and all other payments provided for in this Bond Resolution as the same become due and payable and (ii) the Debt Service Account and the Debt Service Reserve Account, both of which sources have been pledged on a parity of lien with any Additional Bonds issued in accordance with the provisions of the Bond Resolution. The Bonds shall be secured equally and ratably by such pledge.

Limitation of the Obligation of the Municipality. The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory, or charter

limitation of indebtedness, but shall be payable solely from the sources as provided in the Bond Resolution. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Bonds or the making of any reserve or other payments provided for in the Bond Resolution.

CONTINUING DISCLOSURE

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

The Municipality’s intention is to file the information required under the Continuing Disclosure Agreement for the Bonds in a complete and timely manner. The Municipality has hired an independent agent to monitor compliance throughout the term of the Bonds. The Municipality has also signed up for the EMMA tickler system reminders.

The Municipality is obligated to make continuing disclosure filings under certain prior continuing disclosure agreements which require annual operating information and financial statements to be filed annually. These continuing disclosure agreements set forth various deadlines for filing financial statements. As new continuing disclosure agreements are entered into and the obligations under prior continuing disclosure agreements terminate, the Municipality’s goal is to make the information required to be filed and the submission deadlines uniform to facilitate compliance.

In the past five years, the Municipality has failed to file Audited Financial Statements, or Unaudited Financial Statements in the event Audited Financial Statements were not available, by the submission dates required by some of the continuing disclosure agreements that were in effect. In two instances, the Municipality also failed to file a “Notice of Failure to File” its audited financial statements. The Annual Reports for the past five fiscal years were timely filed under most continuing disclosure agreements, but the Municipality failed to file the annual reports under all of the applicable CUSIPs. The annual report for the fiscal year ended September 20, 2016, was mislabeled as the annual report for the fiscal year ended September 20, 2015; this error was corrected by the Municipality. There was also a late filing of the Budget Report for several fiscal years.

Each continuing disclosure agreement also obligated the Municipality to file a notice of the occurrence of any event listed in the Rule. Included in the listed events are bond calls and rating changes. During the past five years, the Municipality failed to file notices concerning changes in underlying ratings and the ratings of its bond insurers, including the downgrade of National Public Finance Guarantee Corporation on June 27, 2017.

The Audited Financial Statements of the electric system of the Municipality were filed late to for the Series 2006 Bonds for the fiscal years ended September 30, 2012 and 2013; the unaudited financial statements were not filed with the Annual Report in the absence of the Audited Financial Statements; a “Notice of Failure to File” was not filed for the fiscal years ended September 30, 2012 and 2013, and a failure was not disclosed in the prior Official Statement.

The audited financial statements for the fiscal year ended September 30, 2017, were filed February 19, 2018. The Annual Report for the fiscal year ended September 30, 2018, was filed on March 27, 2019, along with a Notice of Failure to file the audited financial statements for the fiscal year ended September 30, 2018. The audited financial statements for the fiscal year ended September 30, 2018. The audited financial statements for the fiscal year ended September 30, 2019, will be filed as soon as they are available.

THE ELECTRIC SYSTEM OF THE MUNICIPALITY

[Insert Information Here]

Litigation and Claims Affecting the System and the Municipality.

System Litigation. Currently there are no pending or threatened lawsuits, claims, or other proceedings (private, governmental, or otherwise) pertaining to the System which might be expected to affect the availability of Revenues of the System to pay principal of, premium, if any, and interest on the Bonds.

Other Litigation. From time to time, claims are made against the Municipality, some of which result in litigation against the Municipality. None of the pending or threatened claims are expected to affect the Municipality’s ability to perform its obligations to the Registered Owners of the Bonds.

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

The Tort Claims Act, as amended, provides a broad statutory sovereign immunity for acts and omissions of governmental entities, whether governmental, proprietary, discretionary or ministerial, including for breach of an implied contract, and without regard to whether a fee, charge or other consideration was paid. The Tort Claims Act waives this statutory sovereign

immunity up to certain maximum limits of liability, except for specified circumstances; the maximum liability arising out of a single occurrence is \$250,000 for claims arising on or after June 1, 1997, and before June 1, 2001, and \$500,000 for claims arising on or after June 1, 2001. Attorney fees and punitive damages are not allowed unless otherwise specifically authorized by law; trial of claims arising under the Tort Claims Act shall be conducted without a jury; a claimant must exhaust his administrative remedies before he files suit, and he must file within one year after the cause of action arises; governmental entities and their employees acting within the course and scope of their employment shall not be liable for any claims under specified circumstances; all political subdivisions must purchase liability insurance or set up self-insurance reserves sufficient to cover risks of claims under the Tort Claims Act; all governmental entities may purchase liability insurance in excess of the maximum liability and immunity shall be waived to the extent of the excess liability insurance; and any two or more political subdivisions may enter into agreement to pool liabilities through insurance or self-insurance reserves.

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

RISK FACTORS

The Bonds are secured by and are payable solely from a sufficient amount of Net Revenues of the System. Growth of the System is dependent in large part on the growth of numbers of users of the System. The growth of numbers of users of the System may be dependent upon population growth in the area served by the System.

Revenues of the System may also be affected by the expansion or contraction of operations of industrial and commercial users of the System. It is impossible to project such industrial or commercial expansion or contraction.

SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION

The following is a summary of certain provisions of the Bond Resolution. The summary does not purport to be comprehensive or definitive. All references herein to the Bond Resolution are qualified in their entirety by reference to such document.

Application of the Series 2020 Bond Proceeds. All funds received from the sale of the Bonds shall, on the Closing Date, be applied as follows:

(a) *Bond and Interest Fund.* Into the Bond and Interest Fund as follows:

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

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

deposit in the Debt Service Reserve Account, shall be deposited into the Debt Service Reserve Account so that the total amount therein is equal to the Reserve Account Requirement.

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

Rate Covenant.

(a) As long as any of the Bonds are outstanding and unpaid, the Municipality covenants with the Bondholders that the Municipality will fix, establish, maintain, levy, and collect such rates, fees, rents, and other charges for the services and facilities of the System and all parts thereof, and will revise the same from time to time whenever necessary, as will always provide Revenues at least sufficient: (a) to pay the Current Expenses of the System and (b) to provide one hundred twenty percent (120%) of the amount of the maximum Principal and Interest Requirement for the current Bond Year on account of the Bonds then Outstanding. The Municipality shall maintain a rate ordinance which shall provide Revenues in each Fiscal Year sufficient to satisfy the requirements under this subheading. To the extent permitted by applicable law, the aforesaid rate ordinance shall also provide for a penalty charge for non-payment of bills within a specified number of days after their due date and discontinuance of service upon non-payment of bills within a specified number of days after their due date, and the Municipality shall discontinue the supplying of the services and facilities of the System for non-payment of bills for such services and facilities within such time period and will not restore the services and facilities of the System to any of such delinquent users until payment in full of all delinquent charges, including reasonable charges for restoration of services.

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

Electric System Revenue Fund. An amount of the Revenues of the System sufficient to provide for the deposits required by the Bond Resolution shall be deposited on or before the first (1st) Business Day of each month, commencing in the first calendar month following the Closing Date, in the Revenue Fund provided for in the Bond Resolution. The Revenue Fund shall constitute a trust fund for the purposes provided in the Bond Resolution, and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in the Bond Resolution.

Disposition of Revenues; Establishment of Funds. (a) The Municipality will set aside, allocate and deposit funds from the Revenue Fund into the separate funds as provided in the Bond Resolution. Such sums shall be set aside, allocated and deposited by the Clerk without further direction of or action by the Governing Body in the following manner and order of priority:

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

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

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

(B) Debt Service Reserve Account. (i) Provided, that in addition to the funds required to be paid into the Current Debt Service Account by the Bond Resolution, the Debt Service Reserve Account shall be maintained as a subaccount in said fund in order to meet any deficiency therein in future years. In order to fully fund the Debt Service Reserve Account, the Clerk shall immediately upon delivery of the Bonds deposit an amount from the proceeds of the sale of the Bonds or any other legally available funds of the Municipality, which, together with funds on deposit in the Debt Service Reserve Account, will be equal to the Reserve Account Requirement, at which amount the Debt Service Reserve Account shall thereafter be maintained by such future payments as may be necessary for that purpose. The Debt Service Reserve Account shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the Current Debt Service Account are insufficient for that purpose. No funds paid into the Debt Service Reserve Account shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Bonds.

(ii) On or before the first (1st) Business Day of each month, commencing in the first calendar month after a withdrawal from the Debt Service Reserve Account causes the amount on deposit therein to fall below the Reserve Account Requirement or in the first calendar month after an annual valuation of the Debt Service Reserve Account

reveals that the fair market value of the investments therein is less than the Reserve Account Requirement, there shall be apportioned, set aside and deposited to the Debt Service Reserve Account all funds remaining in the Revenue Fund after the payments required by paragraph (a)(2)(A) above have been made until the amount in the Debt Service Reserve Account equals the Reserve Account Requirement; provided, that no such deposits shall be made until all required payments have been made in full into the Current Debt Service Account, including any deficiencies for prior payments. Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for in the Bond Resolution.

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

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

(v) Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for in the Bond Resolution. In the event that amounts credited to the Debt Service Reserve Account are used to pay maturing principal or interest on the Bonds when funds on hand in the Current Debt Service Account are insufficient therefor or that amounts credited to the Debt Service Reserve Account are at any time less than the amount of the Reserve Account Requirement, the Municipality shall provide written notice of such event and of the amount of such deficiency to the Bond Insurer, if any. If a disbursement is made from the Debt Service Reserve Account to pay maturing principal or interest on the Bonds, only such amount as may at the time be drawn under any Reserve Fund Surety Bond then credited to the Debt Service Reserve Account shall be included in computing the amounts credited to the Debt Service Reserve Account. The Municipality shall be obligated to restore the amounts credited to the Debt Service Reserve Account to the amount of the Reserve Account Requirement by either: (1) causing any Reserve Fund Surety Bond to be reinstated; (2) providing one or more Reserve Fund Surety Bonds; (3) depositing Revenues into the Debt Service Reserve Account in accordance with (a)(2)(B) above; or (4) any combination of the

foregoing. With respect to such replenishment of the Debt Service Reserve Account, any funds received for such purpose shall be used first to reimburse any provider of a Reserve Fund Surety Bond then credited to the Debt Service Reserve Account, thereby reinstating such Reserve Fund Surety Bond, and second to replenish any cash in the Debt Service Reserve Account and/or to provide one or more Reserve Fund Surety Bonds.

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

(4) *Contingent Fund.* In order to fund the Contingent Fund provided for herein, after the deposits required by paragraphs (a)(1), (a)(2) and (a)(3) of this Section, there shall next be deposited into the Contingent Fund the amount of Five Thousand Dollars (\$5,000); provided, however, that deposits may be made on or before the first (1st) Business Day of each month, beginning with the first (1st) calendar month after the Closing Date, until the amount on deposit in the Contingent Fund is equal to Five Thousand Dollars (\$5,000), at which amount it shall thereafter be maintained by such future monthly deposits as may be necessary for that purpose. The Contingent Fund shall be used for the purpose of paying the cost of unforeseen contingencies arising in the operation and maintenance of the System, including the construction of reasonable and proper improvements, repairs, and extensions thereto; provided, however, that in the event the funds provided for in this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal of the Bonds as set forth in paragraph (a)(2)(A) of this Section shall be drawn from the Contingent Fund and shall be used, together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in Section 5.03(a)(2)(A).

(b) The funds in the foregoing funds shall be held separate and apart from all other funds of the Municipality and shall be applied in the manner provided. Any surplus Revenues remaining after all deposits required by the Bond Resolution have been made may be used solely for purposes pertaining to the System, including payment of any general obligation debt

previously or hereafter incurred for the System. The foregoing notwithstanding, any amounts required to be paid by the Municipality from such surplus Revenues for general administrative charges pertaining to the System shall be considered as being used for purposes pertaining to the System.

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

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

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

Electric System Improvement Fund. Pursuant to the Bond Resolution, the proceeds of the Bonds remaining after deposits have been made to the various funds and accounts described therein shall be irrevocably deposited by the Municipality into the Improvement Fund. Funds in the Improvement Fund shall be applied solely and only to the payment of the costs of the Project and costs incidental thereto (including but not limited to costs of the authorization, issuance, sale, validation, and delivery of the Bonds and Bond Insurance Policy premiums, if any, for the Bonds). Any balance remaining in the Improvement Fund after completion of the Project shall be transferred to the Current Debt Service Account and applied to the payment of the principal of and interest on the Bonds

Operation and Maintenance. The Municipality will maintain the System and all parts thereof in good condition, and will continuously operate the same in an efficient and economical

manner, making such expenditures for equipment and for renewal, repair, and replacement as may be proper for the economical operation and maintenance thereof.

Sale of the System. The System may be sold or otherwise disposed of only as a whole or substantially as a whole, and only if the net proceeds to be realized shall be sufficient, together with other funds available therefor, to provide for the payment of the principal of, premium, if any, and interest on the Bonds and fully to retire all of the Bonds and any other indebtedness to the payment of which the Net Revenues of the System are pledged, and all interest thereon to their respective dates of maturity or earlier redemption dates. The proceeds from such sale or other disposition of the System shall immediately be deposited into the Current Debt Service Account, or if the Bonds are not then redeemable, into an escrow fund as provided in the Bond Resolution, and shall be used only for the purpose of paying the principal of, premium, if any, and interest on the Bonds, as the same shall become due, or for the redemption of callable Bonds (subject to the Bond Resolution).

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

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

Issuance of Other Obligations Payable Out of Revenues. The Municipality will not issue any other obligations, except upon the conditions and in the manner provided in the Bond Resolution, payable from the Net Revenues and being on a parity with the lien of the Bonds and the interest thereon, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon.

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

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

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

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

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

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

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

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

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

(a) an estimate of the Revenues expected to be derived from the operation of the System during the next ensuing Fiscal Year;

(b) a statement of the estimated Current Expenses during the next ensuing Fiscal Year;

(c) a statement of the amount of principal and interest due on the Bonds and any other indebtedness payable from Net Revenues during the ensuing Fiscal Year;

(d) a statement of what replacements to the System may be anticipated and the estimated cost thereof;

(e) a statement of the total amount anticipated to be payable from Revenues during the next ensuing Fiscal Year; and

(f) a statement of the amount on deposit in each of the funds referred to in the Bond Resolution.

Consulting Engineers. The Municipality will retain Consulting Engineers to inspect the System and make the annual report concerning the same referred to in the Bond Resolution, and to perform the duties provided for therein for such Consulting Engineers.

Default and Remedies. An "Event of Default" as used in the Bond Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due, (b) failure to comply with any other of the covenants of the Municipality set out in the Bond Resolution and the continuation thereof for 30 days after written notice specifying such failure shall have been given to the Municipality by any Bondholder, or Bond Insurer, if any, provided that, if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Municipality to remedy such default within such 30 day period shall not constitute a default under the Bond Resolution if the Municipality shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch within no longer than 60 days after the aforesaid written notice, or (c) filing by the Municipality of a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any

other applicable federal or state law or (d) the declaration or determination of a default under the additional bond Resolutions.

The Registered Owner of any of the Bonds may, by suit, action, mandamus or other proceedings at law or in equity, enforce and compel performance by the appropriate official or officials of the Municipality of any or all acts and duties to be performed by the Municipality under the provisions of the Act and of the Bond Resolution. If there be any default in the payment of the principal of and interest on the Bonds, any court having jurisdiction in the proper action may, upon petition of the Registered Owners of a majority in principal amount of the Bonds then Outstanding, appoint a receiver to administer and operate the System with power to fix rates and collect charges sufficient to provide for the payment of the Bonds and to pay the expenses of operating and maintaining the System in conformity with the provisions of the Act and the Bond Resolution.

Additional Bonds. No Additional Bonds shall be issued unless the conditions set forth in the Bond Resolution are satisfied and unless all of the following conditions are complied with:

(a) The Municipality must be current in all deposits into the various funds and all payments theretofore required to have been deposited or made by it under the provisions of the Bond Resolution.

(b) If the Additional Bonds are to be issued for the purpose of financing the construction or acquisition of improvements to the System then:

(1) The amount of the Net Revenues during any twelve (12) consecutive months of the eighteen (18) months immediately preceding the delivery of the Additional Bonds, as certified by the Consulting Engineers or an accountant, will be equal to one hundred twenty percent (120%) of the Maximum Annual Debt Service Requirement for the then Outstanding Bonds.

(2) The Consulting Engineers or accountant shall also certify that the amount of the Net Revenues derived from the operation of the System in each year after acquisition or completion of such improvements and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineers, will, in each year, be at least equal to one hundred twenty percent (120%) of the principal and interest which will mature and become due in each such year on (A) the then Outstanding Bonds and (B) the Additional Bonds then proposed to be issued.

(3) If any changes have been made and are in effect at the time of the adoption of the Additional Bonds Resolution in the schedule of rates and charges imposed by the Municipality for services furnished by the System which were in effect during any part of the consecutive twelve-month period referred to in this subsection (b), the Consulting Engineers or accountant may, if such changes resulted in increases in such rates and charges, and shall, if such changes resulted in reductions in such rates and charges, adjust the Net Revenues to be certified for such consecutive twelve-month period to reflect any change in such Net Revenues which would have occurred if the schedule of rates and charges in effect at the time of the adoption of

the Additional Bonds Resolution had been in effect during that portion of such consecutive twelve-month period in which such schedule was not in effect.

(c) If the Additional Bonds are to be issued for the purpose of refunding all or a portion of any series of Outstanding Bonds, the issuance of such Additional Bonds shall either result in a net present value debt service savings of not less than 2 percent of the principal amount of the Bonds to be refunded or the issuance of such Additional Bonds shall satisfy the applicable tests set forth in subsections (b) and (c) above.

(d) The Municipality covenants and provides in the Bond Resolution that the Additional Bonds Resolution shall provide that the Debt Service Reserve Account shall be additionally fully funded in an amount equal to the Reserve Account Requirement.

(e) The Additional Bonds Resolution must provide that principal shall mature on the Payment Date on which principal is due and interest shall come due on the Payment Date on which interest is due.

All of such Additional Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on the Net Revenues of the System and their source of and security for payment therefrom without preference of any Bonds over any other.

The Municipality shall not issue any obligations whatsoever payable from the Net Revenues of the System which rank equally as to lien and source and security for their payment from such Net Revenues with the Bonds, except in the manner and under the conditions provided above. The Municipality may issue bonds junior and subordinate to the Bonds at any time, provided that the issuance of such bonds does not violate any covenants of the Municipality concerning any of its then Outstanding Bonds.

Defeasance of Bonds. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Bond Resolution, then the pledge of any Net Revenues, and other funds and securities pledged under the Bond Resolution and all covenants, agreements and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds or interest installments for the payment or redemption of which funds shall have been set aside and shall be held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph under this subheading. All Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the first paragraph under this subheading if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on said date and (b) there shall have been deposited with the Paying Agent either funds in an amount which shall be sufficient, or funds which shall be invested in direct obligations of the United States of America or obligations the principal of and interest on

which is guaranteed by the United States of America and which are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof, the principal of and the interest on which when due will provide money which, together with the funds, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (c) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on such date. Neither investments nor funds deposited with the Paying Agent pursuant to the provisions under this subheading nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in the Bond Resolution maturing at times and in amounts sufficient to pay when due the principal or interest due on the interest date or maturity date of the Bonds, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

Amounts paid by the Bond Insurer, if any, to the Holders of the Bonds shall not constitute the payment of the Bonds pursuant to the Bond Resolution, and the Bonds shall continue to be Outstanding and the amounts due thereon shall continue to be due and owing under the Bond Resolution until paid in accordance therewith.

Modification or Amendment. (a) No material modification or amendment of the Bond Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the Holders of two-thirds or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to fix, maintain and collect fees, rentals and other charges for the System or to pay the interest and principal on the Bonds, as the same mature and become due, from the Net Revenues of the System, or reduce such percentage of Holders of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

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

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

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under the Bond Resolution or any

supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Bonds;

(3) to subject to the lien of the Bonds and the pledge contained in the Bond Resolution additional Revenues or receipts;

(4) to provide for the use of a Reserve Fund Surety Bond in the Debt Service Reserve Account; or

(5) to provide for the issuance of Additional Bonds.

(c) Notwithstanding any provision therein to the contrary, the Bond Resolution may be amended by resolution of the Municipality prior to the delivery of any of the Bonds with the consent of the Underwriter and the Bond Insurer, if any.

TAX EXEMPTION

Exclusion from Gross Income Pursuant to Section 103 of the Internal Revenue Code. In the opinion of Bond Counsel, under existing statutes, regulations, rulings and decisions, as presently interpreted and construed, and based on the assumptions described below, and subject to the exceptions, conditions and limitations described below, interest on the Bonds earned by the respective owners thereof is excludable from gross income for federal income tax purposes pursuant to the Code.

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

Alternative Minimum Tax. Pursuant to Section 55 of the Code, an alternative minimum tax is imposed if a taxpayer's regular income tax for a year is less than such taxpayer's "tentative minimum tax" for such year. "Tentative minimum tax" is computed on the basis of "alternative minimum taxable income." "Alternative minimum taxable income" is taxable income determined with certain adjustments and increased by certain items of tax preference.

Among the adjustments applicable in determining "alternative minimum taxable income" for corporations (other than S corporations, regulated investment companies, real estate investment trusts and real estate mortgage investment conduits, as such terms are defined in the Code) is 75 percent of the amount by which "adjusted current earnings" exceeds the "alternative minimum taxable income" (determined without regard to the adjustments based on "adjusted

current earnings" and the alternative net operating loss deduction described in Section 56 of the Code). Interest on the Bonds will be included in computing "adjusted current earnings."

Among the items of tax preference for all taxpayers is interest on any "specified private activity bond," reduced by any deduction (not allowable in computing the regular tax) which would have been allowable if such were included in gross income. In the opinion of Bond Counsel, the Bonds will not be "specified private activity bonds."

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

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

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

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

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

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

The Bonds are not "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Bond Counsel is of the opinion that under existing law, interest on the Bonds earned by the respective owners thereof is exempt from State of Mississippi income taxes.

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

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

VALIDATION

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

APPROVAL OF LEGAL PROCEEDINGS

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

LITIGATION

No litigation is pending or, to the knowledge of the Municipality, threatened in any court to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of Revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Bond Resolution or the power to collect and pledge said Revenues to pay the Bonds, or contesting the powers or authority of the Municipality to issue the Bonds or adopt the Bond Resolution.

OFFICIAL STATEMENT CERTIFICATE

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. At the time of the delivery of the Bonds, the representative of the Underwriter will receive a certificate signed on behalf of the Municipality by an authorized officer of the Municipality acting solely in his/her official capacity, substantially to the effect that to the best of his/her knowledge and belief, as of the date of the delivery of the Bonds to the Underwriter, this Official Statement, excluding the Appendices, as then supplemented or amended, does not contain an untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein in the light of the circumstances under which they were made, not misleading. In rendering such certificate, the official executing the certificate may state that he/she has relied in part on his/her examination of the records of the Municipality relating to matters within his/her own area of responsibility, and discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants and representatives of the Municipality.

REGISTRATION, SALE, AND DISTRIBUTION

The Bonds have not been registered under the Securities Act of 1933, as amended (in reliance upon an exemption therefrom), or the blue sky laws of any jurisdiction. No assurance can be given that any trading market will develop for the Bonds after their initial sale by the Municipality. The Municipality has no control over the prices at which the Bonds will be initially reoffered to the public.

THE MUNICIPAL ADVISOR

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

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

AUDITORS

The financial statements of the Municipality as of September 30, 2018, and the financial statements of the System as of June 30, 2019, have been audited by Watkins, Ward and Stafford, PLLC, Starkville, Mississippi, independent certified public accountants, as set forth in their reports thereon appearing as **APPENDIX B** hereto. Watkins, Ward and Stafford, PLLC has not performed any procedures relating to this Official Statement.

BOND INSURANCE

Bond Insurance Policy

BOND RATING

_____, a business unit of _____ ("_____") is expected to assign its municipal rating of _____ to the Bonds, as a result of a municipal bond insurance policy issued by _____ ("_____") at the time of delivery of the Bonds (see "BOND INSURANCE" and **APPENDIX F**). An explanation of the significance of such rating may be obtained from _____. The rating reflects only the view of _____ and the Municipality makes no representation as to the appropriateness of such rating.

MISCELLANEOUS

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

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

The Municipality has prepared this Official Statement which it deems, for purposes of Rule 15c2-12 of the Securities and Exchange Commission, to be final and complete as of its date, except for the omission of the offering prices, interest rates,, and any other terms of the Bonds depending on such matters, and the identity of the Underwriter, subject to revision, amendment, and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed this Official Statement. Upon the sale and award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as this Official Statement subject to minor additions, deletions and revisions as required to complete this Official Statement. The successful bidder must notify the Clerk of the Municipality in writing within five business days of the sale and award if the bidder requires additional copies of the Official Statement to comply with applicable regulations. The cost for such additional copies will be paid by the successful bidder requesting such copies. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any Underwriter identification determined by the Municipality to be necessary for the Official Statement within 24 hours after the sale and award of the Bonds.

A copy of this Official Statement may be obtained from:

Lesa Hardin, City Clerk
l.hardin@cityofstarkville.org
City Hall
110 West Main Street
Starkville, Mississippi 38654

or

Brad C. Davis, Esq.
bdavis@joneswalker.com
Jones Walker LLP
P. O. Box 427
Jackson, Mississippi 39205-0427

City of Starkville, Mississippi

BY: /s/ Lynn Spruill

Mayor

/s/ Lesa Hardin
City Clerk

Appendix A

General Information Regarding the Municipality and its Economy

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

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

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

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

	<u>2017</u>	<u>2010</u>	<u>2000</u>	<u>1990</u>	<u>1980</u>
The Municipality	25,352	23,888	21,869	18,474	16,139
The County	49,799	47,671	42,902	38,404	36,060

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

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

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

<u>Name</u>	<u>Occupation</u>	<u>Position Held Since</u>
Lynn Spruill	Mayor	2017
Hamp Beatty	MSU Extension Service	2019
Ben Carver	MSU Center for Governmental Training	2009
David Little	Insurance Claims Adjuster	2013
Roy A'. Perkins	Attorney	1993
Sandra C. Sistrunk	Accountant	2017
Henry N. Vaughn, Sr.	Shipping/Receiving Supervisor	2009
Jason Walker	Professor at Mississippi State University	2013

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

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

Per Capita Income.

<u>Year</u>	<u>County</u>	<u>Mississippi</u>	<u>United States</u>	<u>County as % of U. S.</u>
2018	N/A	37,834	54,446	N/A
2017	32,464	36,636	51,640	62.87%
2016	31,408	35,936	49,571	63.36%
2015	30,445	34,771	48,112	63.27%
2014	29,636	34,431	46,049	64.40%
2013	29,653	33,913	44,765	66.24%

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

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

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

Retail Sales.

<u>State Fiscal Year Ended June 30</u>	<u>Starkville</u>	<u>Oktibbeha County</u>
2019	Not Available	Not Available
2018	\$554,800,486	\$765,063,477
2017	543,449,953	740,610,467
2016	531,523,901	793,499,323
2015	488,569,075	719,169,505
2014	457,518,130	654,401,207

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

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

<u>State Fiscal Year Ended June 30</u>	<u>Amount</u>
2019	Not Available
2018	\$6,962,566
2017	6,953,218
2016	6,805,249
2015	6,350,826
2014	5,884,847

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

Employment Statistics of the County.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<i>Residence Based Amounts.</i>					
Civilian Labor Force	22,100	22,550	23,000	23,040	22,930
Unemployed	1,590	1,410	1,260	1,110	1,050
Unemployment Rate	7.2	6.3	5.5	4.80	4.60
Employed	20,510	21,140	21,740	21,930	21,880
<i>Establishment Based Amounts.</i>					
Manufacturing	1,500	1,620	1,660	1,690	1,660
Nonmanufacturing	20,290	20,410	20,600	20,890	21,050

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

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

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

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

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

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

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

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

Enrollment figures for the District for the scholastic year 2018-19 and for the four preceding years are as follows:

<u>Scholastic Year</u>	<u>Enrollment</u>
2019-20	5,061
2018-19	5,078
2017-18	5,117
2016-17	5,175
2015-16*	5,152
2014-15	4,378

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

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

TAX INFORMATION

Assessed Valuation.

<u>Assessment Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Public Utility Property</u>	<u>Total</u>
2019	\$210,841,781	\$58,970,059	\$1,709,393	\$271,521,233
2018	203,454,984	55,527,666	1,678,660	260,661,310
2017	187,675,537	53,040,836	1,759,249	242,475,622
2016	182,103,479	52,298,211	1,839,272	236,240,962
2015	173,918,688	48,709,628	1,879,960	224,508,276
2014	171,415,194	49,386,184	1,922,383	222,723,761

SOURCE: Office of the City Clerk, January 2020.

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

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

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

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

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

Tax Levy Per \$1,000 Valuation.

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
<i>General Purpose.</i>	15.59	26.63	\$25.58	\$25.58	\$21.98	\$21.98
Bond and Interest Fund	11.55					
Fire Department	0.25					
Library	0.74					
Total	<u>28.13</u>	<u>26.63</u>	<u>\$25.58</u>	<u>\$25.58</u>	<u>\$21.98</u>	<u>\$21.98</u>

Pursuant to special legislative authority, the Municipality also levies a tax of 2 mills for the provision of parking facilities and the development and growth of the Downtown Business District.

SOURCE: Office of the City Clerk, January 2020.

DEBT INFORMATION

Legal Debt Limit Statement.

(as of January 1, 2020)

	<u>15% Limit</u>	<u>20% Limit</u>
Authorized Debt Limit (Last Completed Assessment for Taxation - \$271,521,233)	\$40,728,185	\$54,304,247
Present Debt Subject to Debt Limits	<u>27,845,000</u>	<u>29,864,025</u>
Margin for Further Debt Under Debt Limits after Issuance of Bonds	<u>\$13,243,185</u>	<u>\$24,440,222</u>

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

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

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

Outstanding General Obligation Bonded Debt.

(as of January 1, 2020)

<u>Issue</u>	<u>Date of Issue</u>	<u>Amount Outstanding</u>
Refunding Bonds	3/22/11	615,000
Utility Refunding Bonds	10/18/12	1,589,025
Utility Refunding Bonds	5/17/13	175,000
Public Improvement Bonds	6/25/15	2,300,000
Public Improvement Bonds 2016A	10/15/16	2,665,000
Public Improvement Bonds 2016B	10/15/16	2,130,000
Taxable Development Bonds	10/12/17	6,300,000
Refunding Bonds	4/24/18	6,590,000
Public Improvement Bonds	4/30/18	<u>4,500,000</u>
Public Improvement Bonds	10/30/19	<u>3,000,000</u>
		<u>\$29,864,025</u>

Certificates of Participation.

(as of January 1, 2020)

<u>Issue</u>	<u>Date of Issue</u>	<u>Amount Outstanding</u>
Certificates of Participation, Series 2013 ¹	6/13/13	\$1,425,000

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

Other Debt. The Municipality has entered into agreements with the State of Mississippi for various Capital Improvements Revolving Loans, Drinking Water Improvements Revolving Loans, and Water Pollution Control Revolving Loans. The Municipality has also entered into a number of capital leases which are subject to annual appropriations. For additional information, see **APPENDIX B** hereto.

Pension Plan and PERS Liability.

The Municipality has no pension plan or retirement plan for employees. All full-time employees of the Municipality are members of and contribute to the Mississippi Public Employees' Retirement System ("PERS"), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions, including employer contribution rates, are established by State statute and may be amended from time to time only by the State Legislature. The State statute currently provides for the PERS Board of Trustees to set employer contribution rates based on liabilities of the pension plan as determined by actuarial valuation. The percentage that an employer is required to contribute was increased from 14.26% to 15.75% effective July 1, 2013. The PERS Board of Trustees voted on June 26, 2018 to increase the employer contribution requirement from 15.75% to 17.40% effective July 1, 2019.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB-68"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the Municipality).

As a result of the implementation of GASB-68, in the audited financial statements of the Municipality for the fiscal year ending September 30, 2018, a net pension liability of \$30,748,467 has been recorded, which is attributable to the Municipality and the Municipality's Electric Department, based upon the reported unfunded actuarial accrued liability of PERS of \$17,591,973,000, as of June 30, 2019, based on the actuarial report of Cavanaugh MacDonald Consulting, LLC, to the Board of Trustees of PERS dated November 12, 2019.

For more information on the Municipality's pension plan and obligations, see **APPENDIX B** attached hereto.

Appendix B

Audited Financial Statements Of The Municipality For The Fiscal Year Ended September 30, 2018; Budget For The Municipality For The Fiscal Year Ending September 30, 2019; Budget For The Municipality For The Fiscal Year Ending September 30, 2020; Audited Financial Statements Of The Electric System For The Fiscal Year Ended June 30, 2018; Budget For The Electric System For The Fiscal Year Ending June 30, 2019; Budget For The Electric System For The Fiscal Year Ending June 30, 2020

Appendix C

Form of Bond Counsel Opinion

_____, 20__

To whom it may concern:

We have acted as bond counsel in connection with the issuance by the City of Starkville, Mississippi (the "Municipality"), of its \$8,500,000 Electric System Revenue Bonds, Series 2020, dated and issued March 1, 2020, and issued March 10, 2020 (the "Bonds") pursuant to the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and a bond resolution (the "Bond Resolution") of the Municipality adopted January 21, 2020, authorizing the issuance of the Bonds.

All capitalized terms not defined herein shall have the meanings given to them in the Bond Resolution.

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion, including but not limited to the Act and the Bond Resolution.

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

Based upon our examination, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Municipality is duly created and validly existing as a body corporate and politic and public instrumentality of the State of Mississippi with the corporate power to adopt the Bond Resolution, perform the agreements on its part contained therein and issue the Bonds.
2. The Bond Resolution has been duly adopted by the Municipality and constitutes a valid and binding obligation of the Municipality enforceable upon the Municipality.
3. Pursuant to the Act, the Bond Resolution creates a valid lien on the funds pledged by the Bond Resolution for the security of the Bonds issued pursuant to the requirements set forth in the Bond Resolution, pledged on a parity of lien with any Additional Bonds issued in accordance with the provisions of the Bond Resolution.
4. The Bonds have been duly authorized, executed and delivered by the Municipality and are valid and binding special obligations of the Municipality, payable solely from the sources provided therefor in the Bond Resolution. The Bonds and the payment of debt service

are not secured by an obligation or pledge of any funds raised by taxation and the Bonds do not represent or constitute a pledge of the general credit of the Municipality.

5. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest on the Bonds (including any original issue discount properly allocable to a holder thereof) is excluded from gross income for federal income tax purposes and (b) the Bonds are not "specified private activity bonds" and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Municipality comply with all requirements of the Internal Revenue Code of 1986 (the "Code"), compliance with which subsequent to the issuance of the Bonds is necessary in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Municipality has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

6. The Bonds are not qualified tax-exempt obligations as such term is used in Section 265(b)(3) of the Code.

7. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

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

9. The Bonds are exempt from registration under the Securities Act of 1933 and Mississippi securities laws and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939.

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

Respectfully submitted,

Jones Walker LLP

Appendix D

Form of Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Certificate") is executed and delivered by the City of Starkville, Mississippi (the "Issuer"), in connection with the issuance of its \$8,500,000 Electric System Revenue Bonds, Series 2020, dated March 1, 2020, and issued March 10, 2020 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Mayor and Board of Alderman (the "Board") of the Issuer on January 21, 2020 (the "Bond Resolution"). The Issuer covenants and agrees as follows:

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

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

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

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

"Dissemination Agent" means a banking institution or other person or entity appointed by resolution of the Issuer as the Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has provided the Issuer a written acceptance of such designation; Jones Walker LLP, Jackson, Mississippi, serves as Dissemination Agent for the Issuer.

"EMMA" means MSRB's Electronic Municipal Market Access system on the MSRB Website.

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

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

"MSRB Website" means www.emma.msrb.org.

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

"Official Statement" means the Official Statement dated _____, 20__, pertaining to the Bonds.

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

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

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

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" means the State of Mississippi.

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

"Submission Date" means the date on which the Annual Report is submitted to the Repositories pursuant to Section 3 of this Disclosure Certificate, which shall be a date not later than twelve (12) months after the end of the Issuer's fiscal year (presently September 30), commencing with the report for the 2020 fiscal year.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than the Submission Date, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

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

(c) The Dissemination Agent shall:

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

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

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference (a) financial information of the type included in the subsections of the Official Statement Entitled "*The Electric System Of The Municipality*" and (b) the audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the Submission Date, the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

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

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;

- (10) release, substitution or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Municipality;
- (13) consummation of a merger, consolidation, or acquisition involving the Municipality, the sale of all or substantially all of the assets of the Municipality other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation (as defined in the Rule) of the Municipality, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Municipality, any of which may affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Municipality, any of which reflect financial difficulties.

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

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

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

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (1) is approved by the Bondholders in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of Bondholders or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (a) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

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

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

the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

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

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

Date: _____, 2020.

City of Starkville, Mississippi

By: _____
City Clerk

Exhibit A

Notice to Repositories of Failure to File Annual Report

Name of Issuer: City of Starkville, Mississippi

Name of \$8,500,000 Electric System Revenue Refunding Bonds, Series 2020

Date of Issuance: _____, 20__

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

Date: _____, 20__.

City of Starkville, Mississippi

Appendix E

Notice of Bond Sale

NOTICE OF BOND SALE

Appendix F

Specimen Municipal Bond Insurance Policy

PROCEDURES FOR POST-ISSUANCE COMPLIANCE

CITY OF STARKVILLE, MISSISSIPPI \$_____ ELECTRIC SYSTEM REVENUE BONDS, SERIES 20__

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the "Procedures") is to ensure that the tax-exempt financings of the City of Starkville, Mississippi (the "Municipality" or the "Issuer"), remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the "Code") apply. The Municipality will comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the "Service" or the "IRS"), as such authorities may apply to the Municipality and its obligations.

The "Financing"

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to "bonds" but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Municipality designates the City Clerk of the Municipality (the "City Clerk") and the General Manager of the electric system of the Municipality (the "General Manager") as the primary persons responsible for compliance with this policy (the "Responsible Parties"). The Responsible Parties will coordinate efforts with the Mayor and Board of Aldermen and other parties working with the Municipality on financings and the operation of bond financed facilities to ensure that any actions taken with respect to bond financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Municipality will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each years that tax-exempt bonds are outstanding
- Reports of any examinations by the IRS of the Municipality or its tax-exempt financings for, or in relation to conduit transactions with, the Municipality

With respect to each issue of tax-exempt bonds, the Municipality hereby requires, and each Municipality agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in "Private Business Use" (below) that relates to a bond financed facility

Separate Bank Account

Many of the Code provisions related to tax exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Municipality will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The Responsible Parties are responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that "fair market value" is used with respect to the purchase and sale of investments

Additionally, the Responsible Parties will monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Municipality agrees to retain the following for the life of the bonds plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:
 - a) Investment contracts (e.g., guaranteed investment contracts)

- b) Credit enhancement transactions (e.g., bond insurance contracts)
 - c) Financial derivatives (e.g., swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The Responsible Parties are responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The Responsible Parties will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt bonds, the Municipality will retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility

for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by Bond Counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with Bond Counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Municipality is not in compliance with the arbitrage requirements imposed by the Code or the Municipality has taken a deliberation action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Municipality determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Municipality will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by Bond Counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Municipality are selected for examination by the IRS, the Municipality will retain qualified and experienced counsel to represent the Municipality and will work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Municipality.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Municipality.

City of Starkville, Mississippi

By: _____
City Clerk

By: _____

Title: _____

Dated: _____, 20__

(seal)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: January 21, 2020
PAGE: Page 1 of 7

SUBJECT:

Discussion and Consideration of PP 20-02 a request for Preliminary Plat approval for subdividing and reconfiguring +/-0.68-acre parcel into 2 lots located at 400 Hwy 389 in a R-3 zone with the parcel number 118I-00-103.00 and 118I-00-104.00

SUMMARY:

The applicant Double B Properties is requesting Preliminary Plat approval for subdividing a +/- 0.68-acre parcel into 2 lots. The proposed subdivision is named "Double Properties" and is located in an R-3 zoning district located at 400 Hwy 389. On January 14, 2020 the Planning and Zoning Commission voted 5-0 to recommend approval of the preliminary plat with 9 conditions.

Recommended Conditions by the Planning and Zoning Commission:

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-3 zoning dimensions.
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda for final plat approval.
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.

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 PP 20-02 a request for Preliminary Plat approval for subdividing 0.68-acre parcel into 2 lots at 400 Hwy 389 with the 9 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: PP 20-02 Request for Preliminary Plat approval for subdividing and reconfiguring +/- 0.68-acre parcel into 2 lots. 400 Hwy 389 in a R-3 zone with the parcel number 1181-00-103.00 and 1181-00-104.00.
Date: January 14, 2020

The purpose of this report is to provide information regarding the request by Double B Properties for Preliminary Plat approval for subdividing a +/-0.68-acre parcel into 2 lots. The proposed subdivision is named "Double B Properties" and is located in an R-3 zoning district at 400 Hwy 389. Please see attachments 1-4.

Below is information pertaining to R-3 residential zoning regulations

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

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

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/-0.68 acre with a total of 2 lots. The proposed development has a gross density of 2.90 units per acre. The applicant shall submit infrastructure to the Development Review Committee upon approval of Preliminary Plat.

Easements and Dedications

Ingress/egress easement is provided on the Preliminary Plat. Additional easements for sidewalk and utilities may be required on the final plat. The Applicant shall meet the requirements of the electrical service provider, potable water, and sanitary sewer utility services provider Starkville Utilities.

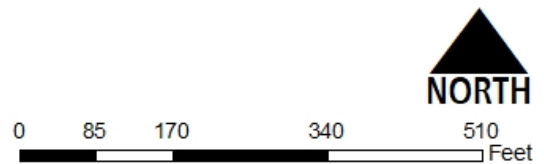
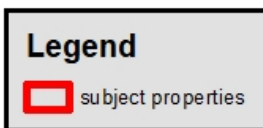
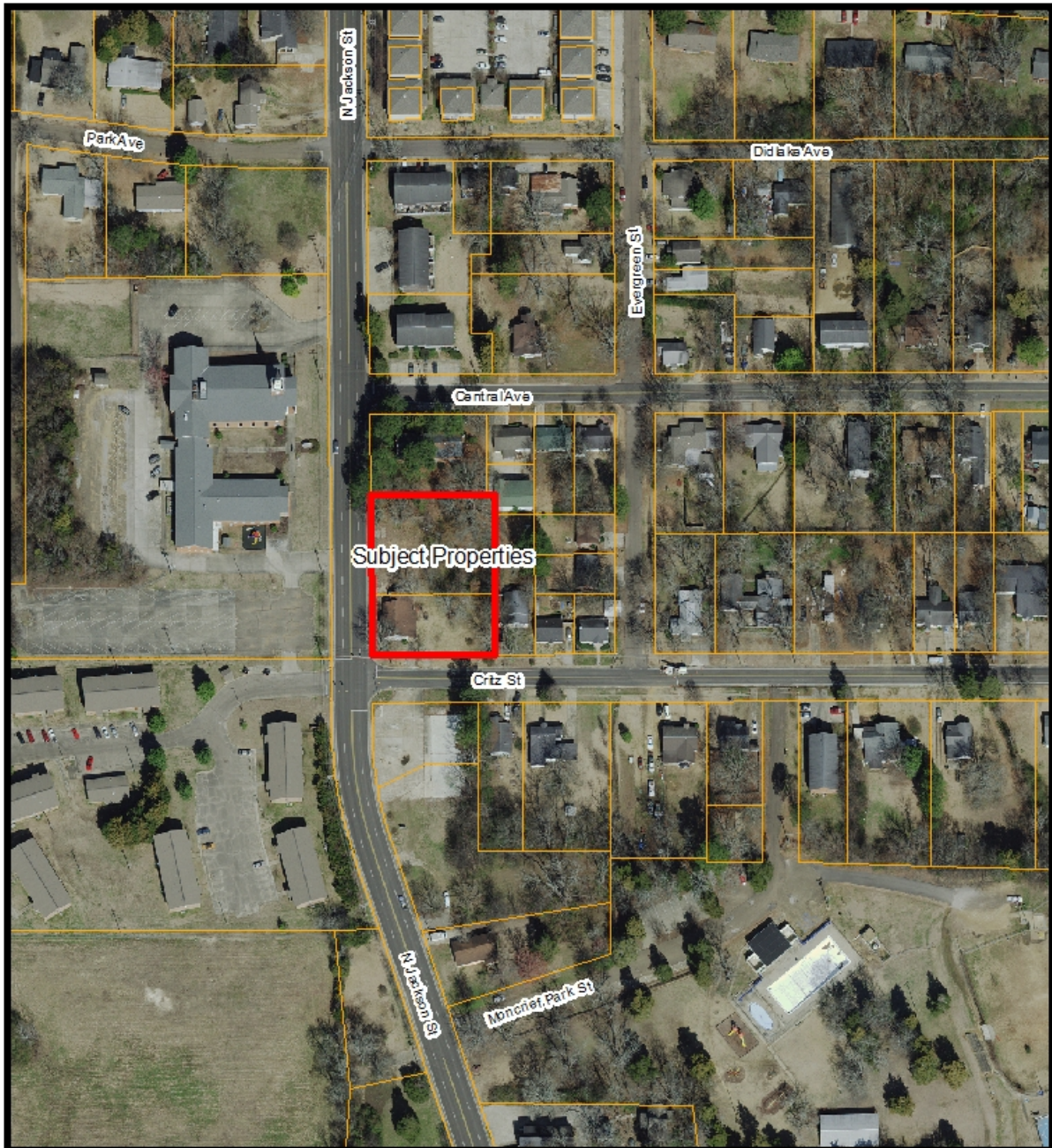
Findings and Comments

The preliminary plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. The applicant shall provide documentation that the subject area is not part of a previously plat subdivision. If it is a part of a previously platted subdivision, the applicant shall provide names of the persons to be adversely affected thereby or directly interested therein and provided written proof from each party agreeing to the alteration.

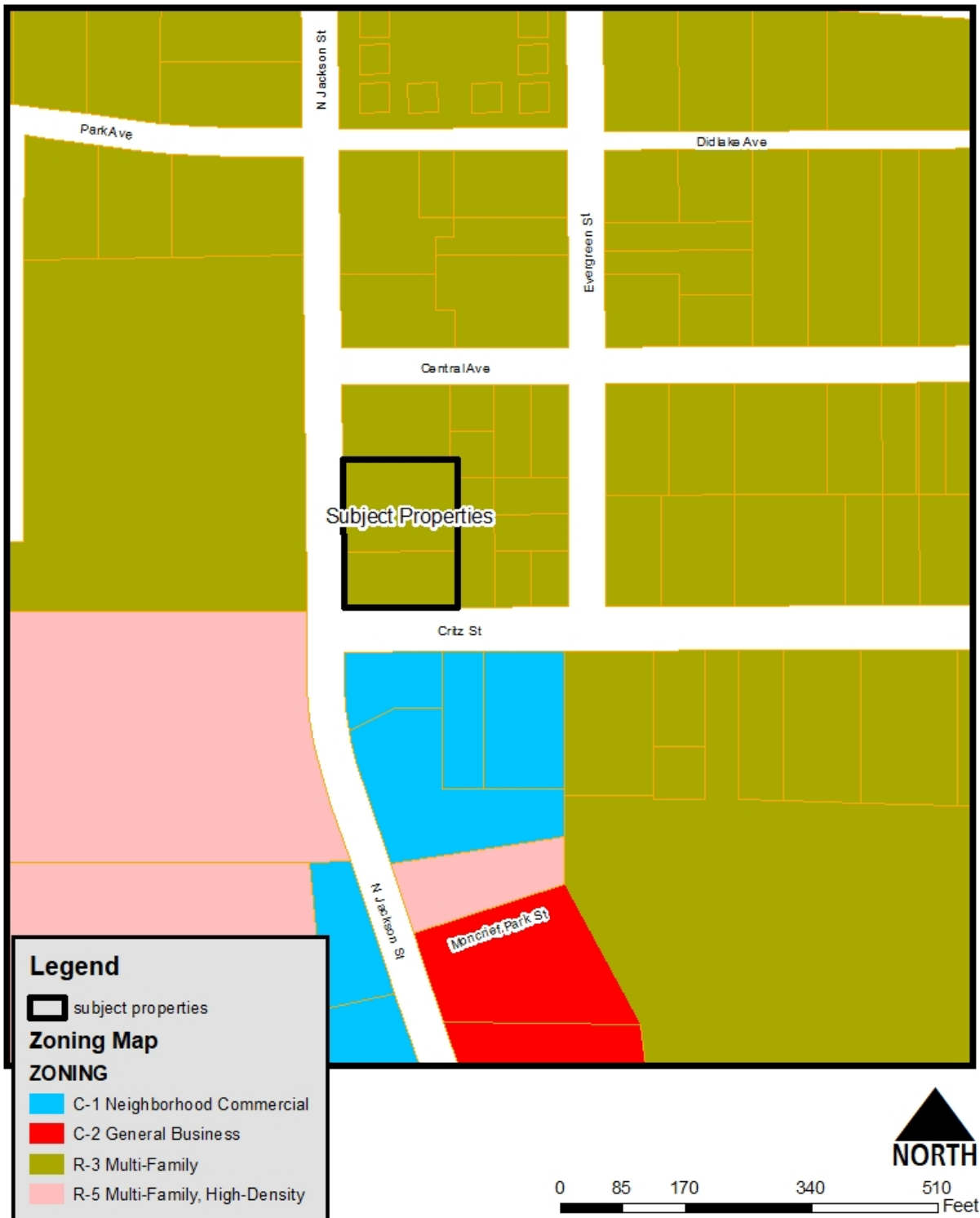
REQUESTED CONDITIONS:

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-3 zoning dimensions.
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda for final plat approval.
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.

Attachment 1
PP 20-02 Aerial



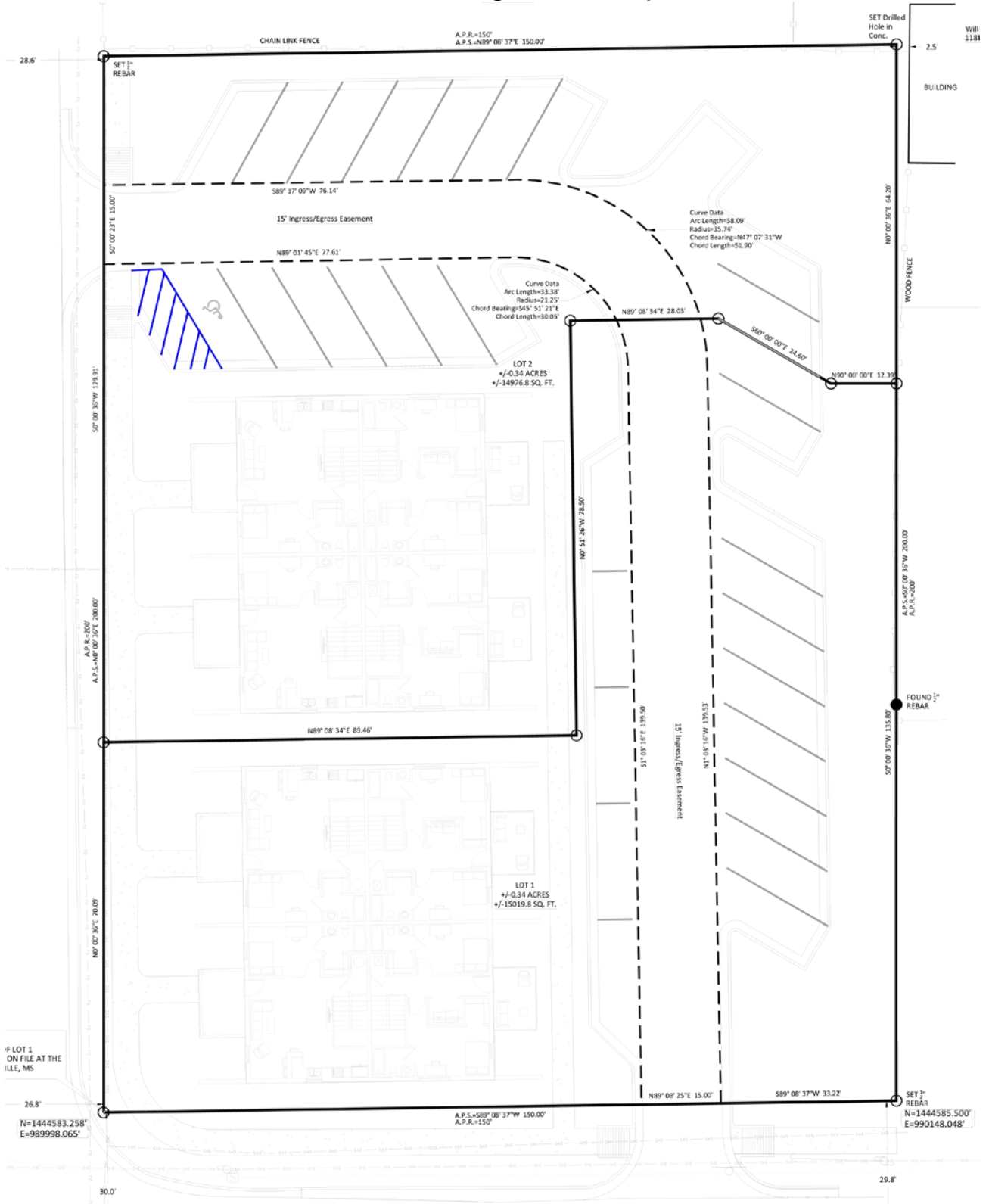
Attachment 2 PP 20-02 Zoning



Attachment 3- Preliminary Plat



Attachment 4- Enlarged Preliminary Plat





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: January 21, 2020
PAGE: Page 1of 4

SUBJECT:

Consideration of resolution approving the naming of Vista Avenue.

SUMMARY:

The unfinished roadway that connects between University Drive and College View Drive is in need of having a street name officially assigned to get new construction of The Vista recorded for the 2020 Census.

Currently the Vista Building 1 is located on University Drive. However, the Buildings 2 and 3 are situated behind the Building 1 to the North on the unfinished roadway, proposed to be named as "Vista Avenue."

Upon completion of the roadway construction, it will be dedicated to the City for the City's consideration of acceptance upon the satisfaction and recommendation of the City Engineer.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Dr. Simon Kim

FOR MORE INFORMATION CONTACT:

Simon Kim @ 662-323-2525 ext. 3119

SUGGESTED MOTION:

Move approve only naming of the roadway as "Vista Avenue", while the Board of Aldermen reserves the right to accept or reject the actual dedication of the roadway by subsequent Board Order.

**RESOLUTION OF THE STARKVILLE BOARD OF ALDERMEN
APPROVING THE NAMING OF VISTA AVENUE**

WHEREAS, IMS Development, LLC, an Alabama limited liability company, and developer of “The Vista – Starkville” student housing project proposes naming the existing unfinished roadway that connects between University Drive and College View Drive as depicted in the attached EXHIBIT A; and

WHEREAS, the roadway is in need of having a street name officially assigned to get new construction of The Vista recorded for the 2020 Census;

WHEREAS, upon completion of the roadway construction, IMS Development, LLC will dedicate the roadway to the City of Starkville, Mississippi, for the City’s consideration of acceptance upon the satisfaction and recommendation of the City Engineer; and,

WHEREAS, in the interim, the Board of Aldermen of the City of Starkville, Mississippi desire to approve a name for the proposed roadway.

NOW, THEREFORE, be It Resolved by the Board of Aldermen of the City of Starkville, Mississippi, as follows:

SECTION 1. The Board of Aldermen of the City of Starkville, Mississippi, hereby approves only the naming of the roadway as “Vista Avenue”. The Board of Aldermen reserves the right to accept or reject the actual dedication of the roadway by subsequent Board Order.

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 Sandra C. Sistrunk	Voted: _____
Alderman David Little	Voted: _____
Alderman Jason Walker	Voted: _____
Alderman Hamp Beatty	Voted: _____
Vice Mayor Roy A’. Perkins	Voted: _____
Alderman Henry N. Vaughn, Sr.	Voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the _____ day of _____, 2020.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

EXHIBIT A





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPARTMENT: Street Dept.
AGENDA DATE: 01.21.2020
PAGE: 1

SUBJECT: Request authorization to activate the Highway 182/ Martin Luther King Jr. BUILD Grant and authorize the Mayor and City Engineer to execute any project activation documents as required by the MDOT Project Development Manual and authorize the Mayor to sign a Memorandum of Agreement with MDOT for this project pending the City Attorney's review.

AMOUNT & SOURCE OF FUNDING:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

This is one of the first steps required for the BUILD grant in order to get the project started. Attached is a draft MOA template provided by MDOT. They will be completing the template and provide us with a final version after the project has been activated.

The City Attorney will have an opportunity to review prior to the Mayor's execution.

STAFF RECOMMENDATION:

Move for approval to activate the Highway 182/ Martin Luther King Jr. BUILD Grant and authorize the Mayor and City Engineer to execute any project activation documents as required by the MDOT Project Development Manual and authorize the Mayor to sign a Memorandum of Agreement with MDOT for this project pending the City Attorney's review.

CHAPTER 2: PROJECT ACTIVATION AND OVERSIGHT

2.1 PROJECT ACTIVATION:

Activation of a **LPA** project included in the approved STIP is a two-step process.

Step 1: The **LPA** shall submit a written request to the appropriate **MDOT** District LPA Engineer. This request must be signed by the Chief Official of the LPA (Mayor, President of the Board of Supervisors, or Agency Head). This request must include the following attachments:

- Notification on LPA letterhead signed by the Chief LPA Official naming LPA Personnel and their contact information
 - o Chief LPA Official – work phone number – active email address
 - o LPA Project Director – office and cell phone number – active email address
- A [Vicinity Map](#) indicating the approximate location of the project site
- A copy of the [STIP](#) page where the project is listed or a STIP Amendment Form or the Award Letter if it's a TA Project.
- A copy of the minutes of the Board or Council meeting authorizing the LPA Chief Official to request activation of the project.
- The latest annual audit of the LPA on file with the State of Mississippi Office of the State Auditor.
- A copy of the LPAs certificate from the LPA Process Training and Certification (Training on the PDM) that is not older than 2 years. Certificates are required for all LPA Directors and Managers. It is recommended that all LPA Chief Officials also attend.
- If the project is within an urbanized area, the information must first be submitted through the appropriate MPO for its approval and identification of funding type (TMA or urban funds).

Upon approval of the request, **MDOT** will assign a project number for the proposed work and notify the **LPA** in writing (letter or email) that it may proceed to Step 2 of the activation process. **MDOT's assignment of the project number to the LPA does not constitute MDOT approval to continue with full project development.** It only gives the **LPA** authority to proceed to Step 2 of the activation process as described below and to obtain the services of a Professional Consultant (if needed) to develop the form(s) necessary for completion of Step 2. In the event the **LPA** intends to utilize the services of a Professional Consultant, the Professional Consultant must be licensed in the State of Mississippi, have a certificate from the LPA Process Training and Certification (Training on the PDM) that is not older than 2 years, and selected in compliance with the [LPA Consultant Operating Procedures for Professional Services](#). For more information on consultant procurement please also see Section 2.4, Professional Services (page 14).

The **MDOT** District LPA Engineer will at this time begin development of a [Memorandum of Agreement](#) (MOA) for Local Public Agency Projects between the **LPA** and **MDOT**. **The LPA must administer the project in accordance with the conditions within the executed agreement.**

Step 2: Upon receipt of the following:

- Assigned project number
- An executed MOU
- **MDOT's** approval of the proposed Professional Consultant(s) (if applicable)

The LPA shall provide the MDOT District LPA Engineer:

1. A Federal Aid (FA) route map with the FA number and map (found at the following link [functional classification map](#)), if not provided during activation.
2. A completed [LPA-100](#). This will include a brief description of the proposed improvements, estimated preliminary engineering costs, right-of-way costs and other costs to be paid by the **LPA**. Construction engineering costs, testing costs and contingency costs shall each be calculated as 5% of the construction cost for a total of 15% of the construction cost. The **LPA's** Estimated Project Costs are for **informational purposes only**.

Preliminary Engineering and Design Costs, Right-of-Way Costs and Other Costs paid by the **LPA** are eligible for consideration in the Special Match Credit Program. If eligible for the Special Match Credit Program, the **LPA** must indicate such intent in the [LPA-100](#) that is provided to **MDOT** and follow proper procedures in the selection of consultants.

3. Form LPA-700 must be submitted using the e-form in the link below **when the LPA-100 is submitted**. The project, as described in the LPA-700, should be considered as conceptual only with a preferred design to be determined during the development of the environmental studies.

LPA-700 – LPA Roadway Design Related Data

The [LPA-700](#) form is required for any project that includes roadway, bicyclist, or pedestrian designs. This form is completed online by the engineering consultant, reviewed and approved by MDOT, and upon approval, a notification is sent to both the engineering consultant and District LPA Engineer.

The project design values for all basic design criteria must be met. If any of the design values cannot be met during the design process, a design variance/exception request shall be submitted by the LPA for consideration. MDOT may or may not approve the design variance/exception request. See Section 5.1 for more information regarding design variance/exception requests.

To expedite the approval of the LPA 700, typical sections showing both existing facilities and proposed improvements shall be presented as clearly as possible and attached to the form submittal. A vicinity map must also be attached but is recommended to be created within the form using the map feature. Design requirements vary, depending on the type of work (i.e. new construction, 3-R (Resurfacing, Restoration or Rehabilitation, 1R (preventive maintenance resurfacing) etc.) however, the form will auto-populate design criteria based on the questions answered by the user. The form contains links to resources that aid in obtaining correct answers to the questions asked (i.e. functional classification, NHS maps, and airport vicinity) as well as a help document to help navigate the form, if needed.

Design geometrics for projects shall conform to criteria established by AASHTO and other design criteria adopted and approved by MDOT and FHWA for use by a LPA. Major reference publications for roadway projects are listed within Chapter 5: Preparation of Plans, Specifications & Estimate (PS&E) Assembly.

Traffic Control Devices

If traffic control devices (i.e. three-way stops, four-way stops, and/or traffic signals) are anticipated, sufficient support data must be included for proper evaluation. (This data will usually be submitted after the environmental process.) Typical support data includes the basic intersection type, roadway

functional classification, intersection channelization schemes, intersection design elements, traffic turning movement counts³ and **MUTCD warrant analysis**. Supporting data for the installation of traffic control devices will be approved through the **District LPA Engineers** and MDOT Traffic Engineering prior to inclusion in the project.

The **LPA** shall then submit the information discussed in Step 2 to the **MDOT** District LPA Engineer. Upon approval by **MDOT**, the provided information shall be returned to the **LPA** by the **MDOT** District LPA Engineer along with notification that the **LPA** may proceed with project development. **The Approved LPA 700/800 will be required to be submitted with the field review package.** At this time the **MDOT** District LPA Engineer will schedule a “kick-off” meeting to discuss preliminary plans, the Environmental Process and the Right-of-Way Process.

MDOT approval will be confirmed only upon receipt of the required information from the **LPA**. Step 2 approval by **MDOT** does not commit any funds nor does it imply approval of specific project plans yet to be developed. The approval simply declares that the proposed project is eligible for Federal-aid funding. In addition, Step 2 approval by **MDOT** does not prevent the lapse of the allocated funds (See Section 1.2).

2.2 DESCRIPTION OF PROJECT PHASES:

The **MDOT** has defined a minimum of three (3) phases for projects:

1. **Preliminary Engineering (PE)**

Preliminary Engineering includes: (a) the development of the environmental documents, which can be a separate phase by itself depending on the Class of environmental action needed; and (b) the process of preparing all necessary plans for construction, including the preparation of maps and deeds and right-of-way plans if additional right-of-way will be required. The **LPA** may use a full time employee of the **LPA** or hire a consultant to accomplish preliminary engineering. The Preliminary Engineering phase also includes providing the PS&E package. If there is a Congressional Earmark available or if the project is inside a MPO that allows for Federal reimbursement for this phase of work then **the LPA must request, in writing, to the MDOT District LPA Engineer** that they desire to utilize earmarked funds for this phase of work. The District LPA Engineer will provide necessary information to MDOT's Local Public Agency Division in order to gain Project Authorization from FHWA via, Federal Highway's Fiscal Management Information System. No reimbursable work may begin until this 'authorization' has been granted.

2. **Right-of-Way (ROW)**

Right-of-Way is the process of the acquiring of all real properties and easements required for the construction, maintenance, and operation of a project, and relocation of utilities that conflict with the planned construction. If additional ROW (property acquired by any means; purchase, donation, etc.) or utility work is required, the **LPA** must notify the **MDOT** District LPA Engineer as soon as they become aware of the issue. The **LPA** may select a full time employee of the **LPA** or hire a consultant to perform right-of-way related activities. Any required right-of-way acquisitions by **LPA** or its consultant must be accomplished in accordance with Federal and State laws and regulations. In the event the **LPA** intends to utilize the services of a consultant, the consultant shall be acquainted with **49 CFR Part 24 (Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs)**, the **MDOT Right-of-Way Operations Manual (ROM)**, and selected in compliance with the state laws that are applicable to the selection of firms or individuals that provide professional services to the local agency. Additionally, appraisers and review appraisers must be licensed by the State of

³ Traffic Turning Movement counts relate to movements of vehicles at an intersection of two or more roads or streets. This special traffic count must be accomplished during certain specific hours. Contact **MDOT** Planning Division for information on procedures for accomplishing these special traffic counts.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPARTMENT: Street Dept.
AGENDA DATE: 01.21.2020
PAGE: 1

SUBJECT: Request authorization for the Mayor to execute an Interlocal Agreement with Mississippi State University and Oktibbeha County to complete the Linkage transportation alternatives project.

AMOUNT & SOURCE OF FUNDING:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

The Linkage Transportation Alternatives project was jointly applied for in the winter of 2018 with the County, University and City participating and the City being the lead agency.

This project involves the construction of a multi-use path from the intersection of Spring Street and Highway 12 and extend into the MSU campus to the Amphitheater.

This ILA outlines the responsibilities of each entity including sharing the local match portion of the grant.

It is hoped that construction will commence on this project in the summer of 2020.

STAFF RECOMMENDATION:

Move for approval for the Mayor to execute an Interlocal Agreement with Mississippi State University and Oktibbeha County to complete the Linkage transportation alternatives project.

MEMORANDUM OF AGREEMENT

{Project Number (If known)}
{Brief Project Name}
{Location}

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and {Local Public Agency, "LPA"} (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct {brief project description}; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$_____ in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before _____, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment

Protection Act,” as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by

execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by the consulting engineering firm. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the public funds provided through MDOT are exhausted.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.

2. Permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section E of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOA, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the latest online LPA Project Development Manual, or the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition (the Redbook).

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
{Chief Official of the LPA}
{LPA Name}
{Address}
{Address}
Phone:
Fax:

For Technical Matters:

COMMISSION:
District LPA Engineer – District _
MDOT
{Address}
{Address}
Phone:
Fax:

LPA:
{Title of Project Director}
{LPA Name}
{Address}
{Address}
Phone:

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed on this the _____ day of _____, 20____.

{LPA}

{Chief Official of the LPA}

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
STARKVILLE, MISSISSIPPI, MISSISSIPPI STATE UNIVERSITY
AND OKTIBBEHA COUNTY, MISSISSIPPI
FEDERAL AID PROJECT NO. STP-0420-00 (024) LPA 108010-701000**

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is executed by and between STARKVILLE, MISSISSIPPI (the "City"), MISSISSIPPI STATE UNIVERSITY (the "University") and OKTIBBEHA COUNTY, MISSISSIPPI (the "County"), effective as of the _____ day of _____, 201_____

WITNESSETH

WHEREAS, Miss. Code Ann. § 17-13-7 authorizes local governmental units of the State to contract with one another for joint or cooperative action to provide services and facilities; and

WHEREAS, the University, City, and County (sometimes collectively "the Parties") are authorized to enter into this Agreement pursuant to Miss. Code Ann. § 17-13-7, and independently and cooperatively to exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

WHEREAS, the City, County, and University desire to enter into an Interlocal Agreement for the purpose of constructing a multi-use path from Spring Street to the University Amphitheater ("Linkage Multi-Use Path Project" or "Project"); and

WHEREAS, the City has applied for and received Federal Transportation Alternative Funds to design and construct the Linkage Multi-Use Path Project; and

WHEREAS, the City reasonably estimates that the total cost of designing and constructing the multi-use path will be \$819,280.00, with \$588,000.00 coming from Federal Transportation Alternative Funds and the remainder of the cost being split between the Parties; and

WHEREAS, the Parties have determined that it is in their best interest to take action as may reasonably be necessary to facilitate and accelerate the construction of the Linkage Multi-Use Path Project because the Project will provide and improve pedestrian and alternative transportation routes in their jurisdictions; and

WHEREAS, the Parties have found that the construction of the Linkage Multi-use Path Project is feasible, beneficial, and within the financial resources of the Parties, and will benefit the Parties, and in turn, the general public; and

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

1. **PURPOSE.** This Agreement establishes the protocol and defines the responsibilities and obligations of the Parties in connection with their joint and cooperative efforts to complete the Linkage Multi-Use Path Project. The City proposes to construct the Project with federal funds outlined above. The Parties agree to split the remaining costs as outlined below. The City will oversee all aspects of the construction of the project.

2. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A. The City agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.
2. To complete design plans for the Project. This will include all activities and documents normally associated with design of a federal transportation alternatives project.
3. To provide construction management for the Project.
4. To advertise for bids, receive bids, open bids, and award a contract or contracts for construction of the Project.
5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the City.
6. To manage the engineering, bidding, and construction process in a manner that furthers the purpose of this Agreement.
7. To provide an equal one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share of preliminary engineering costs.
8. To require the Project contractor to: (1) list the University as a “co-owner” on the Project performance bond; and (2) execute a Letter of Assurance in favor of the University in the form attached and incorporated herein as Exhibit A.

B. The University and County hereby covenant, warrant and agree as follows:

1. To assist the City in every reasonable and appropriate manner by

providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.

2. To grant the City any and all temporary licenses and/or permits along the Project route to allow the design and construction of the Linkage Multi-Use Path.
3. To each provide an equal one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering costs.

3. AMENDMENTS. This Agreement may only be amended in writing as mutually agreed upon by the Parties.

4. DISPOSITION OF PROPERTY. Throughout the operation of this Agreement, and following its expiration, all property attendant to the Linkage Multi-Use Path Project shall remain the property of the original owner.

5. SEVERABILITY. Should any provision of this Agreement be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

6. AUTHORITY. Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Miss. Code Sec. § 17-13-7.

SO EXECUTED AND AGREED THIS _____ DAY OF _____, 2020.

CITY OF STARKVILLE, MISSISSIPPI

By: _____
D. Lynn Spruill, Mayor

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: _____
Dr. Mark Keenum, President

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____
Orlando Trainer, County Board President



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 01/21/2020
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2019 – 2020 Budget

FISCAL NOTE: Total Claims for the FY 20 Claims Docket Ending Jan. 15, 2020 is \$2,051,207.46
Of which the claims amount for Starkville Utilities is \$1,551,171.12

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 January 15, 2020 for fiscal years ending 09/30/20, 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 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
MAIN STREET ARTS	12.30.19	01/13/2020	CHIEF NICHOLS RETIREMENT BOX	001-000-160-698	345.00
WALMART -GENERAL CITY	08702	01/14/2020	REFRESHMENTS FOR FD MANDATORY MEETING	001-000-160-697	51.64
Outstanding Total:					396.64
Paid					
MELANIE ANDERSON	1374522	01/10/2020	RESTITUTION FROM KAYLA TATE/ DKT#1374522	001-000-149-691	747.15
Paid Total:					747.15
Department 000 - UNDESIGNATED Total:					1,143.79
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-100-604-330	190.25
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-100-604-330	77.34
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-100-604-330	198.76
Outstanding Total:					466.35
Department 100 - BOARD OF ALDERMEN Total:					466.35
Department: 110 - MUNICIPAL COURT					
Outstanding					
CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-110-604-330	35.56
MAXXSOUTH BROADBAND	INV0031164	01/13/2020	ACCT #8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-110-604-330	77.34
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-110-604-330	40.01
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-166	960.00
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-376	102.00
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-377	323.50
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-378	441.25
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-382	14,274.50
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-385	1,127.00
MS DEPT OF PUBLIC SAFETY	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-386	2,278.50
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-387	3,929.75
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-389	70.00
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-393	200.00
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-395	108.00
MS DEPT OF PUBLIC SAFETY	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-396	750.00

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE TREASURER	12.2019	01/15/2020	DECEMBER 2019 MUNICIPAL COURT SETTLEMENT	001-110-330-398	2,580.80

Outstanding Total: 27,326.33

Department 110 - MUNICIPAL COURT Total: 27,326.33

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	01.17.20	01/14/2020	ACCT #2490 DEC. 2019	001-111-604-330	154.43
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Outstanding Total: 154.43

Department 111 - YOUTH COURT Total: 154.43

Department: 120 - MAYORS OFFICE

Outstanding

SLAUGHTER & ASSOCIATES, PLLC	12.20.19	01/14/2020	ANNEXATION STUDY	001-120-600-300	18,128.14
AMAZON CAPITAL SERVICES, INC.	1WVF-FC3K-KYVW	01/09/2020	SUGAR PACKETS, PLANNER	001-120-503-202	33.94
MAXXSOUTH BROADBAND	INV0031164	01/13/2020	ACCT #8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
SOUTHERN TELECOMMUNICATIONS	01.17.20	01/14/2020	ACCT #2490 DEC. 2019	001-120-604-330	94.11
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-120-604-330	77.34
CANON SOLUTIONS AMERICA	4031549395	01/10/2020	JME15733	001-120-604-330	92.75
CANON SOLUTIONS AMERICA	4031550371	01/10/2020	NZG06107	001-120-604-330	24.88
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-120-604-330	164.36
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSMS-0120	01/09/2020	DECEMBER 2019 CONSULTING SERVICES	001-120-600-300	3,333.33

Outstanding Total: 21,976.97

Department 120 - MAYORS OFFICE Total: 21,976.97

Department: 123 - IT

Outstanding

CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-123-604-330	192.15
GOVERNMENT LEASING COMPANY	23104-6	01/09/2020	LEASE #23104/ SAFECITY CAMERAS	001-123-918-806	1,153.00
MAXXSOUTH BROADBAND	INV0031164	01/13/2020	ACCT #8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
MAXXSOUTH BROADBAND	INV0031167	01/13/2020	ACCT #8282 41 101 0589548 CAMERA PROJECT	001-123-604-330	440.00
SOUTHERN TELECOMMUNICATIONS	01.17.20	01/14/2020	ACCT #2490 DEC. 2019	001-123-604-330	94.11
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-123-604-330	77.34
BLUIP, INC.	89201	01/09/2020	JANUARY 2020 SERVICES	001-123-604-330	1,509.26
WUKAWAY DISTRIBUTORS, INC	CLR0120-48	01/14/2020	MONTHLY COOLER RENTAL -IT DEPT.	001-123-691-550	10.00
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-123-604-330	815.54

Outstanding Total: 4,319.52

Department 123 - IT Total: 4,319.52

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

JAMEIKA SMITH	INV0031163	01/13/2020	REIMB TRAVEL FOR CMC CERTIFICATION BUSINESS MEETIN	001-145-610-350	20.21
CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-145-604-330	48.15
MAXXSOUTH BROADBAND	INV0031164	01/13/2020	ACCT #8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
SOUTHERN TELECOMMUNICATIONS	01.17.20	01/14/2020	ACCT #2490 DEC. 2019	001-145-604-330	47.06

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-145-604-330	77.34
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-145-604-330	40.01
AMAZON CAPITAL SERVICES, INC.	1RK7-MP93-9Y64	01/09/2020	STORAGE BOXES, FILE FOLDERS, SHREDDER SHEETS	001-145-501-200	58.50
SULLIVAN'S OFFICE SUPPLY, INC.	51894	01/14/2020	HP INK CARTRIDGES	001-145-501-200	221.77
AMAZON CAPITAL SERVICES, INC.	144G-WF96-NGVF	01/15/2020	FLASH DRIVES, PERFORATED PAPER	001-145-501-200	29.91
Outstanding Total:					571.07
Department 145 - OTHER ADMINISTRATIVE Total:					571.07

Department: 169 - LEGAL

Outstanding

MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	386250	01/13/2020	GENERAL MATTERS	001-169-600-302	6,796.80
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	386251	01/13/2020	LITIGATED MATTERS	001-169-600-312	1,134.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	386251A	01/13/2020	LITIGATED MATTERS- ANNEXATION	001-169-600-312	3,223.65
STARKVILLE DAILY NEWS	INV0031171	01/14/2020	ACCT #000132 ADVERTISING	001-169-615-342	414.60
Outstanding Total:					11,569.05

Paid

ROB ROBERSON	INV0031161	01/10/2020	VS MICHAEL GREGG	001-169-600-309	200.00
Paid Total:					200.00
Department 169 - LEGAL Total:					11,769.05

Department: 180 - HUMAN RESOURCES

Outstanding

CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-180-604-330	51.44
MAXXSOUTH BROADBAND	INV0031164	01/13/2020	ACCT #8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
CADENCE VISA	29239566	01/09/2020	INDEED. COM-DEC. 2019 ADVERTISING	001-180-610-340	255.32
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-180-604-330	47.63
COMMERCIAL DISPATCH, THE	INV0031106	01/09/2020	ADVERTISING	001-180-610-340	94.50
STARKVILLE DAILY NEWS	INV0031171	01/14/2020	ACCT #000132 ADVERTISING	001-180-610-340	232.00
Outstanding Total:					709.01
Department 180 - HUMAN RESOURCES Total:					709.01

Department: 190 - CITY PLANNER

Outstanding

CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-190-604-330	138.28
MAXXSOUTH BROADBAND	INV0031164	01/13/2020	ACCT #8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-190-604-330	77.33
CANON SOLUTIONS AMERICA	4031542484	01/10/2020	DRL72630	001-190-604-330	6.05
CANON SOLUTIONS AMERICA	4031549395	01/10/2020	JME15733	001-190-604-330	92.75
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-190-604-330	569.02
CADENCE VISA	3126916	01/09/2020	APA/AICP MEMBERSHIP- HAVELIN	001-190-690-557	476.00
MSU-AG. COMMUNICATIONS PRINT SHOP	01.09.20	01/13/2020	10 COPIES UNIFIED DEVELOPMENT CODE ORDINANCE	001-190-600-300	216.88
STARKVILLE DAILY NEWS	INV0031171	01/14/2020	ACCT #000132 ADVERTISING	001-190-604-330	295.00
Outstanding Total:					1,899.43

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Paid					
STARKVILLE DAILY NEWS	INV0031160	01/10/2020	ACCT # 312 -52 WEEK SUBSCRIPTION-COMMUNITY DEVELOP	001-190-501-200	134.00
Paid Total:					134.00
Department 190 - CITY PLANNER Total:					2,033.43
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
NORTHEAST EXTERMINATING	360993	01/13/2020	CITY HALL/12.17.19	001-192-600-338	45.00
CINTAS	4038643591	01/09/2020	CITY HALL 12.30.19	001-192-510-220	14.26
CINTAS	4039360307	01/09/2020	CITY HALL 01.07.20	001-192-510-220	14.26
AMAZON CAPITAL SERVICES, INC.	14VT-Y7QH-FRW9	01/09/2020	SMALL TRASH BAGS	001-192-510-220	30.51
AMAZON CAPITAL SERVICES, INC.	1FL3-CV66-K1NJ	01/09/2020	DESK CALENDAR	001-192-510-220	18.94
Outstanding Total:					122.97
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					122.97
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	1379	01/09/2020	2ND QTR FY20 GSDP MEMBERSHIP DUES	001-195-951-966	6,250.00
OKT COUNTY	151622	01/14/2020	GT LINK ANNUAL SPONSOR FEE- FY20	001-195-951-967	20,000.00
Outstanding Total:					26,250.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					26,250.00
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	119	01/13/2020	DEC. 2019 LANDSCAPE SVC/CEMETERY	001-196-630-425	900.00
HAMPTON YOUNG CORP.	119	01/13/2020	DEC. 2019 LANDSCAPE SVC/CEMETERY	001-196-631-402	1,700.00
HAMPTON YOUNG CORP.	119	01/13/2020	DEC. 2019 LANDSCAPE SVC/CEMETERY	001-196-637-637	600.00
Outstanding Total:					3,200.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,200.00
Department: 197 - ENGINEERING					
Outstanding					
MAXXSOUTH BROADBAND	INV0031164	01/13/2020	ACCT #8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-197-604-330	77.33
VERIZON CONNECT-NWF	1998497	01/14/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-197-690-450	37.90
CANON SOLUTIONS AMERICA	4031549395	01/10/2020	JME15733	001-197-604-330	92.75
SULLIVAN'S OFFICE SUPPLY, INC.	51691	01/14/2020	REDROPE FOLDERS	001-197-501-200	31.60
SULLIVAN'S OFFICE SUPPLY, INC.	51756	01/14/2020	REDROPE FOLDERS-LEGAL	001-197-501-200	3.18
AMAZON CAPITAL SERVICES, INC.	1XDY-XDJP-HLRW	01/15/2020	RETURN HARD COVER PLANNER	001-197-501-200	-22.95
AMAZON CAPITAL SERVICES, INC.	1KNC-GNXH-46MT	01/15/2020	PLANNER & BATTERIES	001-197-501-200	29.97
FUELMAN / FLEETCOR	NP57569909	01/13/2020	FUEL REPORT 01/06/20 - 1/12/20	001-197-525-231	43.82
TRUSTMARK NATIONAL BANK	01.27.20	01/14/2020	#93894/2 TACOMAS	001-197-820-874	424.83
TRUSTMARK NATIONAL BANK	01.27.20	01/14/2020	#93894/2 TACOMAS	001-197-830-873	12.12
Outstanding Total:					758.67
Department 197 - ENGINEERING Total:					758.67

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 201 - POLICE DEPARTMENT					
Outstanding					
TRI-STARR MUFFLER & BRAKE	604231	01/14/2020	#59 ALTERNATOR & IDLE PULLEY	001-201-630-360	550.03
DANNY MCCLUSKEY TOWING	1276	01/13/2020	TOW POSSIBLE STOLEN CAR TO IMPOUND	001-201-600-300	55.00
EMPLOYEE DATA FORMS, INC.	STARKV-0002	01/13/2020	200 FORM 101 SHEETS PLUS POSTAGE	001-201-501-200	48.75
TRI-STARR MUFFLER & BRAKE	604266	01/14/2020	#7330 REMOVE RADIATOR SUPPORT	001-201-630-360	170.00
BOB'S MOBILE RADIO	315995	01/10/2020	CONVERT UNMARKED CAR/CAGE ASSY, LIGHT BAR, PRINTER	001-201-630-360	1,260.00
R&M TIRES	1124450	01/14/2020	S47 OIL & FILTER CHANGE, INSTALL BRAKE PADS, ALIGN	001-201-630-360	270.00
R&M TIRES	1124451	01/14/2020	4 TIRES, BALANCE, ALIGNMENT/2014 CHARGER	001-201-630-360	605.84
JOHN LUTTRELL	672608	01/13/2020	REIMB PURCHASE OF BOOTS FROM ACADEMY SPORTS	001-201-535-233	56.16
DANNY MCCLUSKEY TOWING	1299	01/13/2020	TOW CAR TO IMPOUND	001-201-600-300	55.00
MID-SOUTH UNIFORM & SUPPLY, INC	599646	01/13/2020	AMERICAN FLAG	001-201-501-200	107.62
R&M TIRES	1124493	01/14/2020	S13 OIL AND FILTER CHANGE, AIR FILTER	001-201-630-360	66.49
BOARDTOWN ENGRAVING	121219B	01/09/2020	REPLACEMENT PLATE FOR PLAQUE	001-201-501-200	15.00
BASICS, INC. A Trade America Company	23709	01/09/2020	LINERS, SOAP, CUPS, COPY PAPER, TOWELS	001-201-501-200	164.55
BASICS, INC. A Trade America Company	23709	01/09/2020	LINERS, SOAP, CUPS, COPY PAPER, TOWELS	001-201-555-208	218.24
R&M TIRES	1124519	01/14/2020	S29 MOUNT AND BALANCE TIRE	001-201-630-360	23.00
R&M TIRES	1124522	01/14/2020	4 TIRES, WEIGHTS, BALANCE, ALIGNMENT/2012 CHARGER	001-201-630-360	605.84
WALTMON FRAME ANDBODY SHOP	13773	01/14/2020	REMOVE DECALS FROM 14 DODGE CHARGER	001-201-630-360	600.00
DANNY MCCLUSKEY TOWING	2255	01/13/2020	TOW WRECKED PATROL CAR TO IMPOUND	001-201-600-300	175.00
STARKVILLE SMILES	INV0031172	01/14/2020	DENTAL BILL FOR JAQUARIOUS BELL	001-201-541-240	220.65
JB SIMONS INC/SIMONS UNIFORMS	104583	01/13/2020	VECTOR ART	001-201-600-300	20.00
JOHN LAY	2931	01/13/2020	REIMB CLOTHING ALLOWANCE PURCHASES	001-201-535-233	373.51
ARMY NAVY PAWN SHOP	068081	01/09/2020	EAR PIECE	001-201-556-251	36.00
R&M TIRES	1124525	01/14/2020	S51 OIL CHANGE AND LABOR	001-201-630-360	179.00
R&M TIRES	1124527	01/14/2020	S36 OIL AND FILTER CHANGE	001-201-630-360	45.00
R&M TIRES	1124553	01/14/2020	S30 MOUNT AND BALANCE TIRE	001-201-630-360	23.00
JIM SPENCER	121619	01/13/2020	TINT 2 FRONT DOORS ON SUV	001-201-630-360	95.00
WATERMARK PRINTERS LLC	13004	01/14/2020	BUSINESS CARDS FOR I. JOHNSON & ECRASH	001-201-615-343	81.00
IVY AUTO PARTS, LLC.	629907	01/13/2020	S-24 BRAKE ROTORS	001-201-630-360	134.11
R&M TIRES	1124560	01/14/2020	S38 NEW TIRE AND WEIGHTS	001-201-630-360	95.00
NORTHEAST EXTERMINATING	361216	01/13/2020	POLICE/ 12.17.19	001-201-630-426	50.00
CINTAS FIRST AID & SAFETY	5015617009	01/09/2020	RESTOCK FIRST AID SUPPLIES	001-201-501-200	260.45
SULLIVAN'S OFFICE SUPPLY, INC.	51280	01/14/2020	4 DESK CALENDARS, FILE FOLDERS, MARKERS	001-201-501-200	100.53
SULLIVAN'S OFFICE SUPPLY, INC.	51289	01/14/2020	CARD FILE, DESK CALENDARS-10	001-201-501-200	47.58
MID-SOUTH UNIFORM & SUPPLY, INC	599894	01/13/2020	VESTS	001-201-535-233	1,335.00
R&M TIRES	1124576	01/14/2020	CONTROL ARM ON 2012 CHARGER	001-201-630-360	588.00

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BELL BUILDING SUPPLY, INC.	275636	01/09/2020	MARKING SPRAY	001-201-556-251	9.98
OKTIBBEHA COUNTY COOPERATIVE	520102	01/14/2020	2 PAIR PANTS	001-201-535-233	79.98
A-1 TOWING	9748	01/09/2020	TOW CAR #94 FROM SHOOTING RANGE TO TRISTA	001-201-600-300	55.00
R&M TIRES	1124604	01/14/2020	S25 OIL AND FILTER CHANGE, REPAIR FLAT	001-201-630-360	65.00
COVERT TRACK GROUP, INC	35799	01/09/2020	RENEW SUBSCRIPTION TO ACCESS MAPPING PRODUCT	001-201-604-330	600.00
MID-SOUTH UNIFORM & SUPPLY, INC	600075B	01/13/2020	PANTS, COATS, SWEATERS, CAPS	001-201-535-233	2,362.32
TRI-STARR MUFFLER & BRAKE	604453	01/14/2020	#9549 COIL PACK AND LABOR	001-201-630-360	153.78
NEXTSTEP INNOVATION	NSI17970	01/13/2020	COMPUTER FOR ANIMAL CONTROL	001-201-918-805	1,265.00
TRI-STARR MUFFLER & BRAKE	604459	01/14/2020	#7325 INSTALL USED MOTOR, COOLANT, OIL CHANGE	001-201-630-360	2,187.90
CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-201-604-330	1,924.59
BJ'S FAMILY PHARMACY	12.31.19	01/10/2020	ACCOUNT #19, MEDS FOR J, KINARD	001-201-541-240	6.00
SOUTHERN TELECOMMUNICATIONS	01.17.20	01/14/2020	ACCT #2490 DEC. 2019	001-201-604-330	141.16
COPY COW	18918	01/10/2020	COMMAND CEREMONY PROGRAM	001-201-615-343	316.13
BACKSTAGE MUSIC	320877	01/10/2020	MIC CLIP FOR HANDHELD WIRELESS	001-201-556-251	7.95
TRI-STARR MUFFLER & BRAKE	604469	01/14/2020	#9599 THERMOSTAT, OIL CHANGE, IDLE PULLEY, COOLANT	001-201-630-360	314.67
TRI-STARR MUFFLER & BRAKE	604471	01/14/2020	#9607 SWAP TRANSMISSION HARNESS	001-201-630-360	120.00
HANDYMAN RENTALS	79652	01/13/2020	RENTAL OF 2 HEATERS FOR CHANGE OF COMMAND CEREMONY	001-201-600-300	150.00
MID-SOUTH UNIFORM & SUPPLY, INC	600296	01/13/2020	10-12 BELTS, TIES, HOLDERS, DUTY BELTS	001-201-535-233	2,287.69
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-201-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-201-604-330	77.33
VERIZON CONNECT-NWF	1998497	01/14/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-201-690-450	1,402.30
THYSSENKRUPP ELEVATOR CORP	3005017347	01/14/2020	ELEV. MAINT CONTRACT- POLICE -01/01/20-03./31/20	001-201-630-426	1,007.63
CANON SOLUTIONS AMERICA	4031537704	01/10/2020	JMQ18878	001-201-635-369	90.75
CANON SOLUTIONS AMERICA	4031546566	01/10/2020	JMQ18879	001-201-635-369	90.31
JAN-PRO OF MS	886089	01/13/2020	JAN. 2020 JANITORIAL SVCS- POLICE DEPT.	001-201-630-426	756.00
AT&T GLOBAL	GG80209	01/10/2020	INVOICE ACCOUNT #VPOCHA, CUST #5805835	001-201-604-330	220.01
OKTIBBEHA COUNTY SHERIFF'S OFFICE	01.02.20	01/14/2020	FEEDING INMATES DEC. 2019	001-201-541-237	10,950.00
R&M TIRES	1124655	01/14/2020	S24 MOUNT AND BALANCE TIRE, ALIGNMENT	001-201-630-360	157.00
R&M TIRES	1124660	01/14/2020	S-16 REPAIR FLAT	001-201-630-360	20.00
R&M TIRES	1124688	01/14/2020	S-59 OIL CHANGE, BULB, REPLACE CONNECTOR	001-201-630-360	109.45
R&M TIRES	1124691	01/14/2020	S25 BULB	001-201-630-360	44.99
R&M TIRES	1124696	01/14/2020	S44 NEW OIL FILTER, OIL CHANGE	001-201-630-360	77.50
R&M TIRES	1124704	01/14/2020	S29 WIPERS	001-201-630-360	66.99
R&M TIRES	1124705	01/14/2020	S24 OIL AND FILTER CHANGE	001-201-630-360	52.50
UPS STORE 3702	1632	01/14/2020	SHIPPING COSTS TO SECRET SERVICE	001-201-604-330	10.32
SULLIVAN'S OFFICE SUPPLY, INC.	51606	01/14/2020	2 CHAIRS FOR DISPATCHERS	001-201-501-200	3,820.00

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DPS CRIME LAB	90087650	01/13/2020	SERVICE FOR MONTH OF JAN. 2020	001-201-600-300	60.00
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-201-604-330	2,208.71
R&M TIRES	1124711	01/14/2020	S43 OIL AND FILTER CHANGE	001-201-630-360	52.50
BRISLIN, INC	200007	01/10/2020	POLICE DEPT./ REPLACE WATER PUMP #1, SVC CALL	001-201-630-426	191.00
MAGNOLIA BOTTLED WATER CO	41008	01/13/2020	10 FIVE GALLON BOTTLES OF WATER- POLICE	001-201-501-200	75.00
NICHOLAS BEAN	INV0031169	01/13/2020	REIMB PURCH OF OIL FROM AUTOZONE	001-201-630-360	18.06
HENRY STEWART	02302-125431	01/13/2020	REIMB TIRE REPAIR EXPENSE	001-201-630-360	25.00
A+ AUTO REPAIR	018695	01/10/2020	#1896 REPAIR WINDOW REGULATOR	001-201-630-360	263.90
R&M TIRES	1124743	01/14/2020	S27 INSTALL BATTERY	001-201-630-360	25.00
PARKER-MCGILL	117659	01/14/2020	OIL & FILTER CHANGE-2019 DURANGO	001-201-630-360	49.41
IVY AUTO PARTS, LLC.	630932	01/13/2020	S27 BATTERY	001-201-630-360	116.82
FUELMAN / FLEETCOR	NP57545581	01/09/2020	FUEL REPORT 12/30/19 - 1/05/20	001-201-525-231	2,069.43
R&M TIRES	1124752	01/14/2020	S26 OIL AND FILTER CHANGE	001-201-630-360	59.00
AMAZON CAPITAL SERVICES, INC.	1KT6-6XNQ-QH9D	01/15/2020	COMPUTER SCREEN	001-201-501-200	55.92
FUELMAN / FLEETCOR	NP57569909	01/13/2020	FUEL REPORT 01/06/20 - 1/12/20	001-201-525-231	2,186.43
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031180	01/15/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-201-625-380	183.56
Outstanding Total:					47,447.65
Department 201 - POLICE DEPARTMENT Total:					47,447.65

Department: 261 - FIRE DEPARTMENT

Outstanding

R&F COMFORT SYSTEMS INC	20170519792	01/14/2020	AC UNIT REPAIR-STATION 5	001-261-558-269	139.20
NORTHEAST EXTERMINATING	360375	01/13/2020	FIRE STATION # 1 / 12.02.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	360410	01/13/2020	FIRE STATION #2 / 12.02.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	360411	01/13/2020	FIRE STATION # 3 / 12.02.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	360422	01/13/2020	FIRE STATION # 4 / 12.02.19	001-261-558-269	22.00
NORTHEAST EXTERMINATING	360731	01/13/2020	FIRE STATION # 5 / 12.02.19	001-261-558-269	22.00
IAAI	23839	01/13/2020	MEMBERSHIP RENEWAL/S. MCMULLEN	001-261-554-240	125.00
MES (MUNICIPAL EMERGENCY SERVICES, INC.)	IN1408727	01/13/2020	2 GALLONS HURST BLUE HYD FLUID	001-261-630-360	272.48
MAXXSOUTH BROADBAND	INV0031166	01/13/2020	ACCT #8282 41 101 0005230 FIRE STATION #1	001-261-625-380	304.88
MAXXSOUTH BROADBAND	INV0031165	01/13/2020	ACCT #8282 41 101 0005495 FIRE STATION #2	001-261-625-380	85.95
OKTIBBEHA COUNTY COOPERATIVE	521225	01/14/2020	2 FIFTY POUND BAGS SODIUM BICARBONATE	001-261-558-269	32.00
SCOTT PETROLEUM DIV. #15	12.26.19	01/14/2020	FIRE STATION 5- ACCT # 1178541	001-261-625-380	167.46
CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-261-604-330	184.97
SOUTHERN TELECOMMUNICATIONS	01.17.20	01/14/2020	ACCT #2490 DEC. 2019	001-261-604-330	575.01
ALARM SECURITIES, INC. dba ASI	01012020-121	01/09/2020	JAN. 2020 MONTHLY MAINT PHONE SYSTEM	001-261-604-330	52.82
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-261-604-330	77.33
VERIZON CONNECT-NWF	1998497	01/14/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-261-690-450	379.00
O'REILLY AUTO PARTS	0997-114052	01/14/2020	BOOSTER CABLE, JUMPSTART FD4	001-261-630-360	137.98
STARKVILLE AUTO PARTS	130002	01/14/2020	8 BACK UP LAMPS	001-261-630-360	99.92
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-261-604-330	240.06

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE AUTO PARTS	130018	01/14/2020	2 WIPER BLADES	001-261-630-360	27.98
NORTHEAST EXTERMINATING	361010	01/13/2020	FIRE STATION #3 / 01.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	361969	01/13/2020	FIRE STATION # 1 / 01.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	362009	01/13/2020	FIRE STATION #2 / 01.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	362022	01/13/2020	FIRE STATION # 4 / 01.03.20	001-261-558-269	22.00
NORTHEAST EXTERMINATING	362396	01/13/2020	FIRE STATION # 5 / 01.03.20	001-261-558-269	22.00
LOWE'S-FIRE	901361	01/13/2020	STORAGE SHELF & ELECTRICAL EQUIPMENT	001-261-555-250	197.26
FUELMAN / FLEETCOR	NP57545581	01/09/2020	FUEL REPORT 12/30/19 - 1/05/20	001-261-525-231	552.38
EMPIRE TRUCK SALES, LLC	RE005012438:01	01/09/2020	E4 REPAIRS-CEL LIGHT ON	001-261-630-360	723.34
AUSTIN SPEARS	62013263295	01/13/2020	REIMB NREMT PARAMEDIC CERTIFICATION	001-261-600-390	25.00
GATEWAY TIRE & SERVICE CENTER	1018-118559	01/09/2020	FD3 REPAIRS-OIL CHANGE, BRAKES, ROTOR KIT	001-261-630-360	636.12
ATMOS ENERGY	INV0031179	01/15/2020	#3055511080 /FIRESTATION #	001-261-625-380	1,114.58
FUELMAN / FLEETCOR	NP57569909	01/13/2020	FUEL REPORT 01/06/20 - 1/12/20	001-261-525-231	605.48
MS DEPT OF ENVIRONMENTAL QUALITY	INV0031173	01/15/2020	ASBESTOS INSPECTOR/INITIAL CERTIF/MCCURDY	001-261-690-555	200.00
STEIN MCMULLEN	INV0031175	01/15/2020	ASBESTOS INSPECTOR/INITIAL CERTIF/MCMULLEN	001-261-690-555	200.00
CADENCE VISA	INV0031176	01/15/2020	CORINTH FIRE DEPT/REGS-MATRIX FIREFIGHTING	001-261-600-390	926.94
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031180	01/15/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-261-625-380	272.13
STARKVILLE UTILITIES	INV0031182	01/15/2020	UTILITY BILLS BY DEPT	001-261-625-380	350.87
Outstanding Total:					8,926.14
Department 261 - FIRE DEPARTMENT Total:					8,926.14

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-281-604-330	102.88
MAXXSOUTH BROADBAND	INV0031164	01/13/2020	ACCT #8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
BOARDTOWN ENGRAVING	123019A	01/09/2020	RETIREMENT PLAQUE	001-281-691-550	30.00
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-281-604-330	77.33
VERIZON CONNECT-NWF	1998497	01/14/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-281-690-450	170.55
CANON SOLUTIONS AMERICA	4031549395	01/10/2020	JME15733	001-281-604-330	92.76
VERIZON WIRELESS	9845478002R	01/14/2020	IPAD PURCHASE- CD ACCT #523561109-00001	001-281-630-360	529.99
FUELMAN / FLEETCOR	NP57545581	01/09/2020	FUEL REPORT 12/30/19 - 1/05/20	001-281-525-231	25.20
FUELMAN / FLEETCOR	NP57569909	01/13/2020	FUEL REPORT 01/06/20 - 1/12/20	001-281-525-231	153.74
TRUSTMARK NATIONAL BANK	01.27.20	01/14/2020	#93894/2 TACOMAS	001-281-820-874	424.84
TRUSTMARK NATIONAL BANK	01.27.20	01/14/2020	#93894/2 TACOMAS	001-281-830-873	12.11
Outstanding Total:					1,647.51
Department 281 - BUILDING/CODES OFFICE Total:					1,647.51

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031180	01/15/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-290-625-380	72.71
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031181	01/15/2020	CIVIL AIR PATROL 99633-001	001-290-625-380	61.11
STARKVILLE UTILITIES	INV0031182	01/15/2020	UTILITY BILLS BY DEPT	001-290-625-380	80.60
Outstanding Total:					214.42
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					214.42

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 301 - STREET DEPARTMENT					
Outstanding					
BELL BUILDING SUPPLY, INC.	269733	01/09/2020	SELF DRILL, YARDSTICK, SPRAY PAINT,	001-301-555-250	72.03
STARKVILLE AUTO PARTS	128634	01/14/2020	WIPER BLADES 2	001-301-630-360	23.98
GATEWAY TIRE & SERVICE CENTER	1018-115822	01/09/2020	NEW TIRE AND MOUNT	001-301-630-360	342.19
BELL BUILDING SUPPLY, INC.	272530	01/09/2020	BLADE RECIP SAW, WEDGE ANCHOR, BIT INSERTS	001-301-555-250	116.64
STARKVILLE AUTO PARTS	129097	01/14/2020	TRUCK #76 2 MINI BULBS	001-301-630-360	7.99
GATEWAY TIRE & SERVICE CENTER	1018-116540	01/09/2020	REPAIR FLATS	001-301-630-360	73.90
RACKLEY OIL INC.	521294	01/14/2020	DIESEL FUEL	001-301-525-231	134.72
NORTHEAST EXTERMINATING	361351	01/15/2020	STREET DEPT 12.02.19	001-301-515-221	30.00
G&O SUPPLY CO., INC	T24762	01/09/2020	2 18" END SECTIONS	001-301-560-270	491.40
STARKVILLE AUTO PARTS	129790	01/14/2020	3 PREM STARTER FLUIDS	001-301-630-360	10.77
POWERSTROKE EQUIPMENT SALES & SVC	4111	01/14/2020	48 OPTI MIX, 2 BAR OIL	001-301-555-250	115.50
STARKVILLE AUTO PARTS	129837	01/14/2020	TRUCK #76 PS FLUID, FUNNEL TRANSMISSION	001-301-630-360	8.48
GATEWAY TIRE & SERVICE CENTER	1018-117838	01/09/2020	SERVICE CALL, FLAT ON TRACTOR	001-301-630-360	146.37
CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-301-604-330	51.44
COLD MIX, INC	14365	01/09/2020	24.7 TONS OF COLD MIX	001-301-560-270	2,420.60
PAUL'S WELDING	0397	01/14/2020	REPAIR EQUIPMENT/TUBING AND MATERIALS	001-301-630-400	85.00
CINTAS	4038643644	01/09/2020	STREET DEPT 12.30.19	001-301-555-250	39.48
VERIZON-RETAIL	9000206819	01/14/2020	3 IPADS FOR STREET DEPARTMENT	001-301-918-805	1,492.44
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-301-604-330	77.33
VERIZON CONNECT-NWF	1998497	01/14/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-301-690-450	322.15
SULLIVAN'S OFFICE SUPPLY, INC.	51626	01/14/2020	2 FLASH DRIVES	001-301-555-250	23.00
IVY AUTO PARTS, LLC.	630231	01/13/2020	DISCONNECT TOOL	001-301-630-360	17.99
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	158.79
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-301-604-330	140.23
STARKVILLE AUTO PARTS	130047	01/14/2020	2 MINI BULBS TRUCK #75	001-301-630-360	13.98
STARKVILLE AUTO PARTS	130055	01/14/2020	TRUCK #46 DOOR HANDLE	001-301-630-360	34.99
BELL BUILDING SUPPLY, INC.	276572	01/09/2020	BUNGEE CORDS, HAMMER BITS, WEDGE ANCHOR	001-301-555-250	96.12
FASTENAL COMPANY	MSSTA90161	01/09/2020	RECIP SAW, CORDLESS CIRC SAW	001-301-555-250	331.76
FUELMAN / FLEETCOR	NP57545581	01/09/2020	FUEL REPORT 12/30/19 - 1/05/20	001-301-525-231	740.20
CINTAS	4039360336	01/09/2020	STREET DEPT. 01.07.20	001-301-555-250	39.18
FUELMAN / FLEETCOR	NP57569909	01/13/2020	FUEL REPORT 01/06/20 - 1/12/20	001-301-525-231	906.03
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0031180	01/15/2020	ACCT#212849/UTILITY BILLS BY DEPARTMENT	001-301-625-380	10,043.27
STARKVILLE UTILITIES	INV0031182	01/15/2020	UTILITY BILLS BY DEPT	001-301-625-380	37.56
STARKVILLE UTILITIES	INV0031182	01/15/2020	UTILITY BILLS BY DEPT	001-301-625-380	28,471.91
Outstanding Total:					47,117.42
Department 301 - STREET DEPARTMENT Total:					47,117.42
Department: 360 - ANIMAL CONTROL					
Outstanding					
CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	001-360-604-330	35.56

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	001-360-604-330	77.33
Outstanding Total:					112.89
Department 360 - ANIMAL CONTROL Total:					112.89
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
STARKVILLE DAILY NEWS	300200020	01/14/2020	ACCT#0007833 ADVERTISING-PARKS	001-550-600-350	16.25
STARKVILLE DAILY NEWS	300200341	01/14/2020	ACCT#0007833 ADVERTISING-PARKS	001-550-600-350	16.25
STARKVILLE DAILY NEWS	300200679	01/14/2020	ACCT#0007833 ADVERTISING-PARKS	001-550-600-350	16.25
STARKVILLE DAILY NEWS	300201396	01/14/2020	ACCT#0007833 ADVERTISING-PARKS	001-550-600-350	26.25
STARKVILLE DAILY NEWS	300201796	01/14/2020	ACCT#0007833 ADVERTISING-PARKS	001-550-600-350	26.25
RACKLEY OIL INC.	119304	01/14/2020	OFF ROAD DIESEL AND GAS	001-550-525-231	172.24
STARKVILLE DAILY NEWS	300202806	01/14/2020	ACCT#0007833 ADVERTISING-PARKS	001-550-600-350	26.25
STARKVILLE DAILY NEWS	300203256	01/14/2020	ACCT#0007833 ADVERTISING-PARKS	001-550-600-350	26.25
RACKLEY OIL INC.	119230	01/14/2020	GAS	001-550-525-231	55.66
NESCO ELECTRICAL DISTRIBUTORS	S2361965.001	01/13/2020	LIGHT BULBS FOR NEEDMORE CENTER	001-550-630-426	73.80
NESCO ELECTRICAL DISTRIBUTORS	S2361965.002	01/13/2020	LIGHT BULBS FOR NEEDMORE CENTER	001-550-630-426	73.80
FERGUSON ENTERPRISES, INC	9892635	01/13/2020	8 GALLON WATER COLOR	001-550-630-426	799.00
WELDING WORKS LLC, THE	1296.	01/14/2020	INSTALLING LETTERS ON BUILDING + RENTAL	001-550-630-426	475.00
PITNEY BOWES PURCHASE POWER	12.19.19	01/14/2020	ACCT #8000-9000-0612-4618 PARKS/POSTAGE REFILL	001-550-600-330	520.99
LOWE'S- PARKS	909204	01/13/2020	NUTS, SCREWS, WASHERS-VOLLEYBALL COURT REPAIRS	001-550-630-426	7.84
NEWELL PAPER COMPANY	3091014	01/13/2020	TOWELS, TISSUE, DISINFECTANT	001-550-501-208	242.86
SOUTHERN TELECOMMUNICATIONS	01.17.20	01/14/2020	ACCT #2490 DEC. 2019	001-550-600-330	47.06
CINTAS-PARKS	4038894331	01/10/2020	WEEKLY MAT CLEANING-12.30.19	001-550-501-208	37.83
SECURITY SOLUTIONS	134069	01/14/2020	QUARTERLY MONITORING FIELDS & CONCESSION-PARKS	001-550-600-300	288.00
VERIZON CONNECT-NWF	1998497	01/14/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	001-550-690-450	113.70
WAUKAWAY DISTRIBUTORS, INC	CLR0120-275	01/14/2020	MONTHLY COOLER RENTAL - PARKS	001-550-501-200	20.00
DILL'S PLUMBING	3058	01/13/2020	INSTALL NEW WATER FOUNTAIN AT GILLESPIE STREET	001-550-630-426	350.00
SULLIVAN'S OFFICE SUPPLY, INC.	51597	01/14/2020	PLANNERS, CORRECTION TAP	001-550-501-200	9.99
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	001-550-600-330	40.01
CADENCE VISA	INV0031162	01/10/2020	GSUITES MONTHLY CHARGE-PARKS	001-550-600-330	65.80
SULLIVAN'S OFFICE SUPPLY, INC.	51657	01/14/2020	PLANNER	001-550-501-200	14.58
SULLIVAN'S OFFICE SUPPLY, INC.	51666	01/14/2020	2 APPOINTMENT BOOKS	001-550-501-200	43.76
SULLIVAN'S OFFICE SUPPLY, INC.	51675	01/14/2020	TAB INDEXES, PENCILS	001-550-501-200	15.84
AUSTIN ENTREMONT	INV0031197	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	180.00
HOWELL'S PEST CONTROL	01.06.20	01/13/2020	CONCESSION 01.06.20	001-550-630-426	20.00

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WALMART -GENERAL CITY	08833	01/14/2020	ITEMS FOR SENIOR CITIZEN PROGRAM	001-550-501-220	192.45
NEWELL PAPER COMPANY	3091302	01/13/2020	TOWELS AND TISSUE	001-550-501-208	138.65
OKTIBBEHA COUNTY COOPERATIVE	523857	01/14/2020	SUPPLIES NEEDED TO REPLACE SHAFT ON TRACTOR	001-550-600-370	197.84
FUELMAN / FLEETCOR	NP57545581	01/09/2020	FUEL REPORT 12/30/19 - 1/05/20	001-550-525-231	86.29
REX TEAM SPORTS	RTC62288	01/14/2020	BASKETBALL JERSEY	001-550-501-415	29.50
TRI-STARR MUFFLER & BRAKE	604490	01/14/2020	COMPUTER SCAN-REPAIRS TO 2014 DODGE RAM	001-550-690-360	45.00
LOWE'S- PARKS	910470	01/13/2020	POWER LIFT VACUUM	001-550-630-426	285.00
AMAZON CAPITAL SERVICES, INC.	14VT-Y7QH-LLG1	01/10/2020	DIAPER CHANGING STATION STICKERS-10	001-550-630-426	59.90
ATMOS ENERGY	INV0031178	01/15/2020	# 3019958172 /PARKS	001-550-600-340	205.29
HOWELL'S PEST CONTROL	01.10.20	01/13/2020	SPORTSPLEX 01.10.20	001-550-630-426	40.00
ANDY TRICE	965828	01/10/2020	REPAIR HOLES IN GYM WALL/REPLACE STAIRWAY SKIRT	001-550-630-426	1,300.00
FUELMAN / FLEETCOR	NP57569909	01/13/2020	FUEL REPORT 01/06/20 - 1/12/20	001-550-525-231	118.08
STARKVILLE UTILITIES	INV0031182	01/15/2020	UTILITY BILLS BY DEPT	001-550-600-340	9,584.48
DIANE CLARK	INV0031183	01/15/2020	CONTRACT LABOR-DANCE INSTRUCTOR- DEC. 2019	001-550-600-320	250.00
CONNIE WISE	INV0031184	01/15/2020	CONTRACT LABOR-DANCE INSTRUCTOR- DEC. 2019	001-550-600-320	340.00
DENICE CHEEKS	INV0031185	01/15/2020	REFUND	001-550-949-978	50.00
TODD GARNER	INV0031186	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	272.00
KAYLA WILLIAMS	INV0031187	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	240.00
LYNN LEONARD	INV0031188	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	220.00
RICHARD E. HILL	INV0031189	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	220.00
CALVIN WARE -1099	INV0031190	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	220.00
COOPER CLEMENT	INV0031191	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	204.00
LEONARDO THOMPSON	INV0031192	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	204.00
JAMES YARBROUGH	INV0031193	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	200.00
BRUCE HARRIS -1099	INV0031194	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	190.00
BAILEY BOND	INV0031195	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	180.00
TIM BUSH	INV0031196	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	180.00
AKECIANNA THORNTON	INV0031198	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	180.00
RICHARD HILL JR.	INV0031199	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	160.00
GABRIELLA TURNIPSEED	INV0031200	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	160.00
QUAYLEN NANCE	INV0031201	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	160.00
ORIEN THOMPSON	INV0031202	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	160.00
JAQUAN JENKINS	INV0031203	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	160.00
GLENDA YOUNG	INV0031204	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	150.00
TEVONTAE BOND	INV0031205	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	150.00

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COREY BUSH	INV0031206	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	128.00
KESSLER THOMPSON	INV0031207	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	120.00
EMILY TAYLOR	INV0031208	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	120.00
JOHNATHAN LAMPKIN	INV0031209	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	120.00
CALVIN LIONEL BLAIR, JR	INV0031210	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	120.00
JOHN HENRY SMITH	INV0031211	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	120.00
JAYLAN WARE	INV0031212	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	110.00
ZACKARY MURPHY	INV0031213	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	85.00
SHELBY PERILLOUX	INV0031214	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	80.00
HARMONI ASHLEY	INV0031215	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	80.00
JAZZMYNE HORNE	INV0031216	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	80.00
RONALD M. LUNDELL	INV0031217	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	68.00
BRISON FLYNT	INV0031218	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	60.00
CONNOR WATSON	INV0031219	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	60.00
REGINALD CAMPBELL	INV0031220	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	60.00
LANDON CARPENTER	INV0031221	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	40.00
TYSON M. TATE	INV0031222	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	40.00
CARRIE ASHFORD	INV0031223	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	40.00
ROBERT SPEARMON	INV0031224	01/15/2020	CONTRACT LABOR 01/03/20-01/09/20-YOUTH BASKETBALL	001-550-600-320	40.00

Outstanding Total: 21,924.99

Department 550 - PARKS AND REC DEPARTMENT Total: 21,924.99

Department: 552 - PARK AND REC ACTIVITIES

Outstanding

STARKVILLE DAILY NEWS	300203307	01/14/2020	REQ. FOR PROPOSAL/NRPA GRANT-10 MINUTE WALK PROPOS	001-552-610-350	27.38
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Outstanding Total: 27.38

Department 552 - PARK AND REC ACTIVITIES Total: 27.38

Department: 600 - CAPITAL PROJECTS

Outstanding

GREGORY CONSTRUCTION	INV0031159	01/09/2020	LOUISVILLE STREET DEC. 2019	001-600-912-805	29,190.40
ELEVATOR SAFETY INSPECTION SERVICE, INC.	MS-5029	01/09/2020	CITY HALL ELEVATORS	001-600-901-812	420.00

Outstanding Total: 29,610.40

Department 600 - CAPITAL PROJECTS Total: 29,610.40

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 800 - DEBT SERVICE					
Outstanding					
FIRST NATIONAL BANK OF CLARKSDALE	12.31.19	01/13/2020	BOND AGENT FEES C.O.P. 201	001-800-840-876	1,940.00
Outstanding Total:					1,940.00
Department 800 - DEBT SERVICE Total:					1,940.00
Fund 001 - GENERAL FUND Total:					259,770.39

Fund: 015 - AIRPORT FUND**Department: 505 - AIRPORT**

Outstanding					
NESCO ELECTRICAL DISTRIBUTORS	52362896.001	01/13/2020	LIGHT BULBS, TURN LOCK PHOTOCONTROL, FUSE	015-505-501-198	52.90
RACKLEY OIL INC.	522588	01/14/2020	GALLON OF OIL	015-505-525-231	7.99
NESCO ELECTRICAL DISTRIBUTORS	52364220.001	01/13/2020	LIGHT BULBS, WIRING	015-505-501-198	110.26
NESCO ELECTRICAL DISTRIBUTORS	52364266.001	01/13/2020	CLEAR LAMP 400 W BULB	015-505-501-198	22.16
CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	015-505-604-330	48.15
MAXXSOUTH BROADBAND	INV0031168	01/13/2020	ACCT #8282 41 101 0557107 AIRPORT	015-505-600-338	144.95
SOUTHERN TELECOMMUNICATIONS	01.17.20	01/14/2020	ACCT #2490 DEC. 2019	015-505-604-330	158.94
CLARK BEVERAGE GROUP, INC	919853	01/09/2020	SODAS & WATER	015-505-691-550	117.00
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	015-505-604-330	77.33
VERIZON CONNECT-NWF	1998497	01/14/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	015-505-690-450	37.90
TITAN AVIATION FUELS	R3244209	01/14/2020	JET TRUCK RENTAL/AVGAS TRUCK RENTAL	015-505-600-322	800.00
RACKLEY OIL INC.	523164	01/14/2020	43 GALLONS OF REG. GAS/GAS CANS & AVGAS TRU	015-505-525-231	96.17
VERIZON WIRELESS	9845478002	01/14/2020	ACCT #523561109-00001 WIRELESS BILL	015-505-604-330	47.63
MAGNOLIA BOTTLED WATER CO	41005	01/13/2020	2 FIVE GALLON BOTTLES OF WATER-AIRPORT	015-505-691-550	15.00
LOWE'S- AIRPORT	910160	01/13/2020	ELECTRONIC LEVER DOOR LOCK, OUTLET PLATE	015-505-501-198	227.64
MAXXSOUTH BROADBAND	INV0031177	01/15/2020	ACCT #8282 41 101 0438241 AIRPORT	015-505-600-338	138.21
TITAN AVIATION FUELS	3248158	01/15/2020	JET FUEL	015-505-525-233	18,978.36
TITAN AVIATION FUELS	3249556	01/15/2020	AVGAS FUEL	015-505-525-232	17,625.84
STARKVILLE DAILY NEWS	INV0031171	01/14/2020	ACCT #000132 ADVERTISING	015-505-610-340	331.92
Outstanding Total:					39,038.35
Department 505 - AIRPORT Total:					39,038.35
Fund 015 - AIRPORT FUND Total:					39,038.35

Fund: 022 - ENVIRONMENTAL SERVICES**Department: 322 - SANITATION DEPARTMENT**

Outstanding					
SGK LANDSCAPES, LLC	ST23878	01/14/2020	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
SGK LANDSCAPES, LLC	ST23879	01/14/2020	MONTHLY MEDIAN MAINTENANCE-RUSSELL ST	022-322-600-338	708.77
SGK LANDSCAPES, LLC	ST24026	01/14/2020	MONTHLY MEDIAN MAINTENANCE-RUSSELL ST	022-322-600-338	708.77
TIREHUB, LLC	10386369	01/14/2020	36 EAGLE POLICE TIRES	022-322-630-360	4,698.36
GATEWAY TIRE & SERVICE CENTER	1018-117618	01/09/2020	TRUCK #38 NEW TIRE	022-322-630-360	314.93
GATEWAY TIRE & SERVICE CENTER	1018-117688	01/09/2020	TRUCK #42 NEW TIRE	022-322-630-360	314.93
GATEWAY TIRE & SERVICE CENTER	1018-117697	01/09/2020	TRUCK #42 2 NEW TIRES	022-322-630-360	594.86

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	519535	01/14/2020	RETURN COVERALLS	022-322-535-233	-36.99
O'REILLY AUTO PARTS	0997-112210	01/14/2020	DEF FLUID, WIPER FLUID	022-322-630-360	626.88
O'REILLY AUTO PARTS	0997-112400	01/14/2020	IGN LOCK CYL	022-322-555-250	31.35
GATEWAY TIRE & SERVICE CENTER	1018-117862	01/09/2020	TRUCK #41 ONE NEW TIRE	022-322-630-360	314.93
GATEWAY TIRE & SERVICE CENTER	1018-117883	01/09/2020	TRUCK #40 ONE NEW TIRE	022-322-630-360	629.86
CSPIRE WIRELESS	12.25.19	01/09/2020	ACCT#0030349386-CELL PHONE BILL- DEC.2019	022-322-604-330	128.53
STARKVILLE AUTO PARTS	129903	01/14/2020	FUEL/WATER SEPARATOR	022-322-630-360	52.99
STARKVILLE AUTO PARTS	129905	01/14/2020	CFI FUEL	022-322-630-360	58.49
BULLDOG TOWING & RECOVERY	40323	01/09/2020	TOW TRUCK #42 TO H&O	022-322-630-360	350.00
BULLDOG TOWING & RECOVERY	40324	01/09/2020	TOW TRUCK #43 TO H&O	022-322-630-360	350.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	61931	01/13/2020	TRUCK #43-REPLACE FUEL FILTERS	022-322-630-360	603.25
O'REILLY AUTO PARTS	0997-113213	01/14/2020	9 GALLONS MOTOR OIL	022-322-525-231	179.91
H&O TRUCKS & TRAILER REPAIR L.L.C.	61914	01/13/2020	TRUCK #42 NEW FUEL/WATER SEPARATOR	022-322-630-360	594.08
SOUTHERN TELECOMMUNICATIONS	01.17.20	01/14/2020	ACCT #2490 DEC. 2019	022-322-604-330	47.06
OKTIBBEHA COUNTY COOPERATIVE	522536	01/14/2020	BULK PINE BARK MULCH	022-322-555-250	29.00
GTR SOLID WASTE MGMT. AUTH	12.31.19	01/13/2020	DECEMBER 2019 SOLID WASTE TICKETS	022-322-600-379	36,319.29
H&O TRUCKS & TRAILER REPAIR L.L.C.	61948	01/13/2020	ALLISON SHIFTER & MARKER LIGHT	022-322-630-360	937.10
CSPIRE BUSINESS SOLUTIONS	1494251	01/10/2020	CSBS-643956	022-322-604-330	77.33
VERIZON CONNECT-NWF	1998497	01/14/2020	ACCT #STAR035 GPS EXPENSES BY DEPT	022-322-691-450	549.55
SGK LANDSCAPES, LLC	ST24454	01/14/2020	MEDIAN MAINTENANCE-LOUISVILLE, NASH, RUSSELL S	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST24455	01/14/2020	MONTHLY MEDIAN MAINTENANCE - HWY 12	022-322-600-338	1,654.20
WASTE MANAGEMENT	0750310-2132-4	01/14/2020	RECYCLING FOR DECEMBER 2019	022-322-600-379	4,242.00
AMAZON CAPITAL SERVICES, INC.	16WJ-XVVT-H774	01/09/2020	FOLDERS, GREEN FOLDERS, POCKET PORTFOLIOS	022-322-501-200	106.62
OKTIBBEHA COUNTY COOPERATIVE	523113	01/14/2020	EXMARK SHEAVE BLADE	022-322-630-360	42.74
OKTIBBEHA COUNTY COOPERATIVE	523192	01/14/2020	DRIVE FOR ZERO TURN #2	022-322-535-233	194.75
H&O TRUCKS & TRAILER REPAIR L.L.C.	61982	01/13/2020	5 PAIR BLUE JEANS-REPLACEMENT	022-322-630-360	964.98
FASTENAL COMPANY	MSSTA90170	01/09/2020	MIRROR ASSY FOR TRUCK	022-322-630-360	16.19
FUELMAN / FLEETCOR	NP57545581	01/09/2020	LIME SWEATSHIRT FOR NEW EMPLOYEE	022-322-535-233	16.19
COMMERCIAL DISPATCH, THE	INV0031106	01/09/2020	FUEL REPORT 12/30/19 - 1/05/20	022-322-525-231	2,472.49
O'REILLY AUTO PARTS	0997-114886	01/14/2020	ADVERTISING	022-322-604-330	94.50
GATEWAY TIRE & SERVICE CENTER	1018-118551	01/13/2020	12 QUARTS P/S FLUID	022-322-555-250	47.88
AMAZON CAPITAL SERVICES, INC.	1RK7-MP93-GN71	01/10/2020	TRUCK #93 TWO TIRES	022-322-630-360	629.86
TERRY'S GARAGE & REPAIRS, LLC	3064	01/14/2020	TONER CARTRIDGE & TAB DIVIDERS	022-322-501-200	117.88
TERRY'S GARAGE & REPAIRS, LLC	3068	01/14/2020	TRUCK #43 4 BRAKE SHOES, BRAKE DRUM, LABOR	022-322-630-360	944.25
CITY OF STARKVILLE SANITATION	INV0031158	01/09/2020	TRUCK #21A HOSE AND LABO	022-322-630-360	172.60
			QTRLY ADMIN FEES FOR SANITATION	022-322-600-333	12,500.00

Expense Approval Report

Post Dates: 01/09/2020 - 01/15/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE AUTO PARTS	130169	01/14/2020	MINI BULBS, HALOGEN HEADLIGHT BULBS- TRUCK #41B	022-322-630-360	71.94
FUELMAN / FLEETCOR	NP57569909	01/13/2020	FUEL REPORT 01/06/20 - 1/12/20	022-322-525-231	2,995.26
STARKVILLE DAILY NEWS	INV0031171	01/14/2020	ACCT #000132 ADVERTISING	022-322-604-330	179.00
Outstanding Total:					79,003.02
Department 322 - SANITATION DEPARTMENT Total:					79,003.02
Fund 022 - ENVIRONMENTAL SERVICES Total:					79,003.02

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKT COUNTY	1062033A	01/13/2020	NEEL SCHAFFER INV#1062033	303-600-600-309	4,914.93
OKT COUNTY	1062033B	01/13/2020	NEEL SCHAFFER INV#1062033	303-600-600-309	864.80
Outstanding Total:					5,779.73
Department 600 - CAPITAL PROJECTS Total:					5,779.73
Fund 303 - INDUSTRIAL PARK BOND Total:					5,779.73

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

DALHOFF THOMAS DESIGN STUDIO	9337	01/13/2020	PROJ 18-367 CORNERSTONE PARK	375-551-600-945	55,026.00
CITY OF STARKVILLE	INV0031105	01/09/2020	QTRLY TOURISM TAX TRANSFE	375-551-907-110	62,500.00
Outstanding Total:					117,526.00
Department 551 - PARK & REC TOURISM Total:					117,526.00
Fund 375 - PARK AND REC TOURISM Total:					117,526.00
Grand Total:					501,117.49

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	259,770.39	1,081.15
015 - AIRPORT FUND	39,038.35	0.00
022 - ENVIRONMENTAL SERVICES	79,003.02	0.00
303 - INDUSTRIAL PARK BOND	5,779.73	0.00
375 - PARK AND REC TOURISM	117,526.00	0.00
Grand Total:	501,117.49	1,081.15

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-149-691	MUNICIPAL COURT BON	747.15	747.15
001-000-160-697	DONATION FIRE	51.64	0.00
001-000-160-698	DONATION POLICE	345.00	0.00
001-100-604-330	COMMUNICATIONS	466.35	0.00
001-110-330-166	TRAUMA TRAFFIC	960.00	0.00
001-110-330-376	COURT CONSTITUENTS	102.00	0.00
001-110-330-377	MOTOR VEHICLE LIABILI	323.50	0.00
001-110-330-378	APPEARANCE BOND FEE	441.25	0.00
001-110-330-382	TRAFFIC VIOLATION	14,274.50	0.00
001-110-330-385	IMPLIED CONSENT	1,127.00	0.00
001-110-330-386	WIRELESS COMM FEE	2,278.50	0.00
001-110-330-387	OTHER MISDEMEANORS	3,929.75	0.00
001-110-330-389	ADULT DRIVER'S TRAINI	70.00	0.00
001-110-330-393	VICTIMS BOND FEE	200.00	0.00
001-110-330-395	DRUG VIOLATION	108.00	0.00
001-110-330-396	NON-ADJUDICATION (IN	750.00	0.00
001-110-330-398	UNINSURED MOTORIST	2,580.80	0.00
001-110-604-330	POSTAGE / COMMUNICA	181.03	0.00
001-111-604-330	COMMUNICATIONS	154.43	0.00
001-120-503-202	COMMITTEE SUPPORT	33.94	0.00
001-120-600-300	PROFESSIONAL SERVICE	21,461.47	0.00
001-120-604-330	COMMUNICATIONS	481.56	0.00
001-123-604-330	COMMUNICATIONS	3,156.52	0.00
001-123-691-550	MISCELLANEOUS	10.00	0.00
001-123-918-806	CAMERA LEASE PAYMEN	1,153.00	0.00
001-145-501-200	SUPPLIES	310.18	0.00
001-145-604-330	POSTAGE/COPIER/PHON	240.68	0.00
001-145-610-350	TRAVEL/TRAINING	20.21	0.00
001-169-600-302	CITY ATTORNEY GENERA	6,796.80	0.00
001-169-600-309	LEGAL EXPENSES	200.00	200.00
001-169-600-312	CITY ATTORNEY LITIGATI	4,357.65	0.00
001-169-615-342	LEGAL ADVERTISING & N	414.60	0.00
001-180-604-330	COPIER/POSTAGE/PHON	127.19	0.00
001-180-610-340	ADVERTISING	581.82	0.00
001-190-501-200	SUPPLIES	134.00	134.00
001-190-600-300	PROF. SVCS/ COMP PLA	216.88	0.00
001-190-604-330	COPIERS/PHONES/IPADS	1,206.55	0.00
001-190-690-557	PROFESSIONAL MEMBE	476.00	0.00
001-192-510-220	SUPPLIES	77.97	0.00
001-192-600-338	CONTRACT SERVICES	45.00	0.00
001-195-951-966	TRANSFER TO CHAMBER	6,250.00	0.00
001-195-951-967	GREATER PARTNERSHIP/	20,000.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	1,700.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-501-200	SUPPLIES	41.80	0.00
001-197-525-231	GAS & OIL	43.82	0.00
001-197-604-330	COMMUNICATIONS	198.20	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-197-690-450	GPS EXPENSES	37.90	0.00
001-197-820-874	PRINCIPAL	424.83	0.00
001-197-830-873	INTEREST	12.12	0.00
001-201-501-200	OFFICE SUPPLIES	4,695.40	0.00
001-201-525-231	GAS & OIL	4,255.86	0.00
001-201-535-233	UNIFORMS	6,494.66	0.00
001-201-541-237	PRISONER JAIL EXPENSE	10,950.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	226.65	0.00
001-201-555-208	JANITORIAL SUPPLIES	218.24	0.00
001-201-556-251	POLICE SUPPLIES	53.93	0.00
001-201-600-300	PROFESSIONAL SERVICE	570.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	5,259.45	0.00
001-201-615-343	PRINTING & BINDING	397.13	0.00
001-201-625-380	UTILITIES	183.56	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	9,289.78	0.00
001-201-630-426	BUILDING MAINTENANC	2,004.63	0.00
001-201-635-369	COPIER RENTAL	181.06	0.00
001-201-690-450	GPS EXPENSES	1,402.30	0.00
001-201-918-805	MACHINERY AND EQUIP	1,265.00	0.00
001-261-525-231	GAS & OIL	1,157.86	0.00
001-261-554-240	FIRE INVESTIGATION	125.00	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	197.26	0.00
001-261-558-269	BUILDING MAINTENANC	391.20	0.00
001-261-600-390	FIRE TRAINING	951.94	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,130.19	0.00
001-261-625-380	UTILITIES	2,295.87	0.00
001-261-630-360	SHOP REPAIRS & MAINT	1,897.82	0.00
001-261-690-450	GPS EXPENSES	379.00	0.00
001-261-690-555	DUES	400.00	0.00
001-281-525-231	GAS & OIL	178.94	0.00
001-281-604-330	COPIER/PHONES/IPADS/	301.08	0.00
001-281-630-360	COMPUTERS, SMALL EQ	529.99	0.00
001-281-690-450	GPS EXPENSES	170.55	0.00
001-281-691-550	MISCELLANEOUS	30.00	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	424.84	0.00
001-281-830-873	INTEREST (VEHICLES)	12.11	0.00
001-290-625-380	UTILITIES / CODE RED	214.42	0.00
001-301-515-221	ENVIRONMENTAL CONT	30.00	0.00
001-301-525-231	GAS & OIL	1,780.95	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	833.71	0.00
001-301-560-270	CONSTRUCTION MATERI	2,912.00	0.00
001-301-604-330	COMMUNICATIONS	427.79	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	38,552.74	0.00
001-301-630-360	SHOP REPAIRS & MAINT	680.64	0.00
001-301-630-400	EQUIPMENT REPAIR &	85.00	0.00
001-301-690-450	GPS EXPENSES	322.15	0.00
001-301-918-805	MACHINERY AND EQUIP	1,492.44	0.00
001-360-604-330	COMMUNICATIONS	112.89	0.00
001-550-501-200	OFFICE SUPPLIES	104.17	0.00
001-550-501-208	JANITORIAL	419.34	0.00
001-550-501-220	CLASS/ACTIVITY SUPPLIE	192.45	0.00
001-550-501-415	SPORTS PROGRAMS	29.50	0.00
001-550-525-231	GAS & OIL	432.27	0.00
001-550-600-300	PROFESSIONAL SERVICE	288.00	0.00
001-550-600-320	CONTRACT LABOR, UMP	5,951.00	0.00
001-550-600-330	PHONES/COPIERS/POST	673.86	0.00
001-550-600-340	UTILITIES	9,789.77	0.00
001-550-600-350	ADVERTISING	153.75	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-550-600-370	EQUIP. REPAIR/MAINT	197.84	0.00
001-550-630-426	BUILDING MAINT/REPAI	3,484.34	0.00
001-550-690-360	VEHICLE REPAIRS AND M	45.00	0.00
001-550-690-450	GPS EXPENSES	113.70	0.00
001-550-949-978	PARK & REC REFUNDS	50.00	0.00
001-552-610-350	NRPA TRAVEL	27.38	0.00
001-600-901-812	MUNICIPAL BUILDING F	420.00	0.00
001-600-912-805	ERBR 53-420(02) STARK	29,190.40	0.00
001-800-840-876	BOND FEES	1,940.00	0.00
015-505-501-198	BUILDING REPAIRS & M	412.96	0.00
015-505-525-231	GAS & OIL	104.16	0.00
015-505-525-232	100LL AV GAS PURCHAS	17,625.84	0.00
015-505-525-233	JET A FUEL PURCHASES	18,978.36	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	283.16	0.00
015-505-604-330	CELL PHONE/POSTAGE	332.05	0.00
015-505-610-340	ADVERTISING	331.92	0.00
015-505-690-450	GPS EXPENSES	37.90	0.00
015-505-691-550	MISCELLANEOUS	132.00	0.00
022-322-501-200	OFFICE SUPPLIES	224.50	0.00
022-322-525-231	GAS & OIL	5,647.66	0.00
022-322-535-233	UNIFORMS	173.95	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	108.23	0.00
022-322-600-333	ADMINISTRATIVE SERVIC	12,500.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	5,444.39	0.00
022-322-600-379	LANDFILL FEES	40,561.29	0.00
022-322-604-330	COMMUNICATIONS	526.42	0.00
022-322-630-360	SHOP REPAIRS & MAINT	13,267.03	0.00
022-322-691-450	GPS EXPENSES	549.55	0.00
303-600-600-309	LEGAL AND PROF SVCS E	5,779.73	0.00
375-551-600-945	CORNERSTONE PROF SE	55,026.00	0.00
375-551-907-110	TRANSFER TO 001 MAIN	62,500.00	0.00
Grand Total:		501,117.49	1,081.15

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	501,117.49	1,081.15
Grand Total:	501,117.49	1,081.15



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

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David Wise

David M. Wise, CPA
Manager of Accounting & Finance
Starkville Utilities

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/22/20 ACCOUNT 23110

PAGE 1
RUN DATE 01/14/20 02:33 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:			4 INNOVATIVE BROADCAST SERVICE								
555	01/10/20	3637	Repair Pump Station		01/22/20	3510.60	.00	CHK			
			VENDOR TOTAL:			3510.60					
VENDOR:			186 BRENNTAG MID-SOUTH								
6040,6041,6042	01/10/20	3640	Chemicals		01/22/20	2056.00	.00	ACH			
			VENDOR TOTAL:			2056.00					
VENDOR:			188 BOX CONSTRUCTION LLC								
11/14/19 - 57	01/10/20		0 Street, drain work		01/22/20	2053.00	.00	ACH			
12/30/19 - 64-66	01/08/20		0 Sewer line repairs		01/22/20	4174.00	.00	ACH			
12/30/19 - 67,69	01/08/20		0 Sewer repairs		01/22/20	3372.50	.00	ACH			
12/30/19 - 68,73	01/08/20		0 Water valves		01/22/20	1025.00	.00	ACH			
12/30/19 - 70	01/08/20		0 Sewer line repairs		01/22/20	2254.00	.00	ACH			
12/30/19 - 71,72	01/13/20		0 Water line, valve repairs		01/22/20	2040.50	.00	ACH			
			VENDOR TOTAL:			14919.00					
VENDOR:			202 BELL BUILDING SUPPLY								
276977	01/10/20	3700	Parts		01/22/20	1.80	.00	ACH			
			VENDOR TOTAL:			1.80					
VENDOR:			220 CENTRAL PIPE SUPPLY								
100202715.001	01/10/20	3616	Material		01/22/20	2479.50	.00	ACH			
			VENDOR TOTAL:			2479.50					
VENDOR:			232 BAGWELL ENTERPRISES LLC								
DEC 2019	01/08/20	0	Meter Reading		01/22/20	6946.80	.00	ACH			
			VENDOR TOTAL:			6946.80					
VENDOR:			251 COBURN SUPPLY COMPANY, INC.								
642439053-1	01/10/20	3636	Supplies		01/22/20	629.26	.00	ACH			
			VENDOR TOTAL:			629.26					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	307	CITY OF STARKVILLE									
DEC 2019-EXP	01/08/20	0	Due to City - Dec 2019		01/22/20	15619.09	.00	CHK			
DEC 2019-SALARY	01/08/20	0	Reimb City Salaries		01/22/20	8916.47	.00	CHK			
					VENDOR TOTAL:	24535.56					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY									
3194319,320,317	01/10/20	3544	Parts		01/22/20	13707.60	.00	CHK			
3194499	01/10/20	3567	Parts		01/22/20	1454.00	.00	CHK			
3194652,3194643	01/10/20	3634	Parts		01/22/20	671.00	.00	CHK			
3194712	01/10/20	3612	Parts		01/22/20	432.00	.00	CHK			
3194713,3194680	01/10/20	3612	Parts		01/22/20	1296.20	.00	CHK			
3194764	01/10/20	3620	Cadence Project Supplies		01/22/20	3909.60	.00	CHK			
3194765	01/10/20	3621	Parts		01/22/20	1376.00	.00	CHK			
3194790	01/10/20	3623	Parts		01/22/20	2795.68	.00	CHK			
					VENDOR TOTAL:	25642.08					
VENDOR:	373	D & S SALES, INC.									
26162	01/10/20	3603	Maintenance on Crane		01/22/20	337.11	.00	CHK			
					VENDOR TOTAL:	337.11					
VENDOR:	450	ENVIRO-LABS, INC.									
3650	01/10/20	3653	Supplies		01/22/20	69.00	.00	ACH			
					VENDOR TOTAL:	69.00					
VENDOR:	496	EAST MISS LUMBER									
60503,60439	01/10/20	3596	Parts		01/22/20	141.56	.00	CHK			
					VENDOR TOTAL:	141.56					
VENDOR:	498	PUMPELLY OIL ACQUISITION LLC									
432403	01/10/20	3643	Supplies		01/22/20	938.43	.00	ACH			
					VENDOR TOTAL:	938.43					
VENDOR:	604	FASTENAL									
89667	01/10/20	3635	Parts		01/22/20	6394.15	.00	ACH			
					VENDOR TOTAL:	6394.15					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	606	4-COUNTY EPA								
DEC 2019	01/08/20	0 Utilities expense		01/22/20	10283.46	.00	CHK			
		VENDOR TOTAL:			10283.46					
VENDOR:	611	4-D CONSTRUCTION INC								
RFP 13 - 1/10/20	01/13/20	0 Pleasant Acres Construction		01/22/20	81528.14	.00	CHK			
		VENDOR TOTAL:			81528.14					
VENDOR:	620	G & C SUPPLY CO., INC.								
6761787	01/10/20	3558 Parts		01/22/20	335.75	.00	ACH			
6762561,560,717,	01/10/20	3601 Parts		01/22/20	4712.59	.00	ACH			
		VENDOR TOTAL:			5048.34					
VENDOR:	637	FISHER SCIENTIFIC								
6173682	01/10/20	3543 Lab Supplies		01/22/20	762.28	.00	CHK			
		VENDOR TOTAL:			762.28					
VENDOR:	690	GARVER LLC								
19W10280-3	01/14/20	0 Engineering-Green Oaks		01/22/20	13700.00	.00	ACH			
		VENDOR TOTAL:			13700.00					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-117460	01/10/20	3627 Oil Change		01/22/20	100.00	.00	CHK			
112863,114300,	01/10/20	3385 Vehicle Repairs		01/22/20	800.70	.00	CHK			
118314	01/10/20	3627 Oil Change		01/22/20	45.40	.00	CHK			
		VENDOR TOTAL:			946.10					
VENDOR:	702	HACH								
11776774	01/10/20	3585 Lab Supplies		01/22/20	2424.22	.00	ACH			
		VENDOR TOTAL:			2424.22					
VENDOR:	733	HILL MANUFACTURING								
42997-78	01/10/20	3597 Supplies		01/22/20	365.04	.00	CHK			
		VENDOR TOTAL:			365.04					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/22/20 ACCOUNT 23110

RUN DATE 01/14/20 PAGE 4
02:33 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	765	HYDRA SERVICE, INC.								
137281	01/10/20	3649 Parts and Rental		01/22/20	316.00	.00	ACH			
138372,138400	01/10/20	3644 Parts		01/22/20	753.00	.00	ACH			
		VENDOR TOTAL:			1069.00					
VENDOR:	1191	LUCKETT PUMP & REPAIR INC								
19845	01/10/20	3617 Repairs		01/22/20	1630.50	.00	ACH			
		VENDOR TOTAL:			1630.50					
VENDOR:	1205	LOWE'S								
10618	01/10/20	3633 Supplies		01/22/20	42.72	.00	CHK			
9005	01/10/20	3633 Hex Keys for Thomas		01/22/20	21.82	.00	CHK			
		VENDOR TOTAL:			64.54					
VENDOR:	1322	MMC MATERIALS, INC.								
631665	01/10/20	3574 Material		01/22/20	129.00	.00	CHK			
631964	01/10/20	3625 Material		01/22/20	353.75	.00	CHK			
632374	01/10/20	3574 Material		01/22/20	290.25	.00	CHK			
633742	01/10/20	3625 Concrete Work		01/22/20	325.75	.00	CHK			
		VENDOR TOTAL:			1098.75					
VENDOR:	1329	NORTH CENTRAL LABORATORIES								
433212	01/10/20	3587 Lab Supplies		01/22/20	385.91	.00	ACH			
		VENDOR TOTAL:			385.91					
VENDOR:	1366	MS CROSS CONNECTION								
29546	01/10/20	3657 CCC Program		01/22/20	278.00	.00	ACH			
		VENDOR TOTAL:			278.00					
VENDOR:	1392	NUNLEY TRUCKING CO, INC.								
27502	01/10/20	3652 Material		01/22/20	2076.79	.00	CHK			
27566	01/10/20	3650 Material		01/22/20	2203.79	.00	CHK			
		VENDOR TOTAL:			4280.58					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
359266	01/08/20	0	Pest control		01/22/20	125.00	.00	CHK			
VENDOR:											
						VENDOR TOTAL:			125.00		
523290	01/10/20	3628	Uniforms		01/22/20	55.55	.00	ACH			
523449	01/10/20	3641	Uniforms		01/22/20	179.89	.00	ACH			
524090	01/10/20	3639	Uniforms		01/22/20	158.95	.00	ACH			
VENDOR:											
						VENDOR TOTAL:			394.39		
7088-05	01/08/20	0	Supplies		01/22/20	1728.00	.00	CHK			
VENDOR:											
						VENDOR TOTAL:			1728.00		
202002,202001	01/10/20	3631	Promo Items		01/22/20	1487.98	.00	CHK			
VENDOR:											
						VENDOR TOTAL:			1487.98		
4135	01/10/20	3665	Tools		01/22/20	199.99	.00	CHK			
VENDOR:											
						VENDOR TOTAL:			199.99		
17775	01/10/20	3655	Rental		01/22/20	2400.00	.00	CHK			
VENDOR:											
						VENDOR TOTAL:			2400.00		
129462,129535,12	01/10/20	3630	Parts		01/22/20	1401.76	.00	CHK			
VENDOR:											
						VENDOR TOTAL:			1401.76		
14610-1219	01/14/20	0	Due to Elec Dept-146.10		01/22/20	71029.95	.00	ACH			
VENDOR:											
						VENDOR TOTAL:			71029.95		

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1920	CANNON FORD LINCOLN OF STARK									
99036	01/10/20	3622	Repairs		01/22/20	796.90	.00	CHK			
99159	01/10/20	3622	Repairs		01/22/20	2569.80	.00	CHK			
					VENDOR TOTAL:	3366.70					
VENDOR:	1945	SULLIVAN'S OFFICE SUPPLY									
51377	01/10/20	3638	Supplies		01/22/20	210.62	.00	ACH			
51812	01/10/20	3638	Supplies		01/22/20	195.91	.00	ACH			
					VENDOR TOTAL:	406.53					
VENDOR:	2000	TALKING WARRIOR WATER ASSOC									
DEC 2019	01/08/20	0	Water Revenues-Dec 2019		01/22/20	1225.44	.00	ACH			
					VENDOR TOTAL:	1225.44					
VENDOR:	2018	TRADE AMERICA									
23708	01/10/20	3642	Supplies		01/22/20	331.37	.00	ACH			
					VENDOR TOTAL:	331.37					
VENDOR:	2025	THE SHERWIN-WILLIAMS CO									
2191-4,2175-7	01/10/20	3656	Supplies		01/22/20	81.69	.00	CHK			
2381,2330-8,2327	01/10/20	3656	Supplies		01/22/20	513.23	.00	CHK			
					VENDOR TOTAL:	594.92					
VENDOR:	2104	UPS									
24W1X6010	01/09/20	0	Postage		01/22/20	30.66	.00	CHK			
24W1X6529	01/08/20	0	Postage		01/22/20	26.59	.00	CHK			
					VENDOR TOTAL:	57.25					
VENDOR:	2201	WRIGHT CHEMICAL, LLC									
1096	01/10/20	3602	Chemicals		01/22/20	1896.00	.00	ACH			
1097	01/10/20	3600	Chemicals		01/22/20	1112.00	.00	ACH			
1098	01/10/20	3624	Chemicals		01/22/20	3024.00	.00	ACH			
					VENDOR TOTAL:	6032.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	2202	WAYPOINT ANALYTICAL								
1047617	01/10/20	3329 Monthly Testing		01/22/20	234.00	.00	ACH			
1048358	01/10/20	3488 Analysis		01/22/20	195.00	.00	ACH			
1049758	01/10/20	3570 Analysis		01/22/20	234.00	.00	ACH			
1049850	01/10/20	3648 Analysis		01/22/20	234.00	.00	ACH			
		VENDOR TOTAL:			897.00					
VENDOR:	2210	VERIZON WIRELESS								
9845342045	01/08/20	0 Phone bill 2821-03		01/22/20	674.15	.00	CHK			
		VENDOR TOTAL:			674.15					
VENDOR:	2304	WADE, INC								
137787	01/10/20	3629 Parts		01/22/20	58.83	.00	CHK			
		VENDOR TOTAL:			58.83					
VENDOR:	2328	WOFFORD WATER SERVICE INC.								
10165	01/10/20	3598 Material		01/22/20	6648.00	.00	ACH			
		VENDOR TOTAL:			6648.00					
VENDOR:	9909777	EFFICACY SOLUTIONS LLC								
2019005	01/14/20	0 Contract labor		01/22/20	1224.36	.00	ACH			
		VENDOR TOTAL:			1224.36					
		GRAND TOTAL:			312749.33					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/22/20 ACCOUNT 23200

RUN DATE 01/14/20 PAGE 1
02:28 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:											
3949720	01/10/20	110	ARKANSAS ELECTRIC								
			9044 Material		01/22/20	10695.00	.00	ACH			
			VENDOR TOTAL:			10695.00					
VENDOR:											
3012612404-1/20	01/08/20	124	ATMOS ENERGY								
			0 Utility bill		01/22/20	673.19	.00	ACH			
			VENDOR TOTAL:			673.19					
VENDOR:											
3600 - 12/22/19	01/08/20	125	AT & T								
			0 Phone bill		01/22/20	390.14	.00	CHK			
			VENDOR TOTAL:			390.14					
VENDOR:											
11305579	01/10/20	131	ALTEC INDUSTRIES, INC.								
5390706	01/10/20		9050 Tools		01/22/20	3652.57	.00	ACH			
			9041 Tools and Equipment		01/22/20	244.32	.00	ACH			
			VENDOR TOTAL:			3896.89					
VENDOR:											
050010307-02	01/10/20	283	CHANCELLOR SUPPLY INC.								
			8983 Stock Material		01/22/20	1321.10	.00	CHK			
			VENDOR TOTAL:			1321.10					
VENDOR:											
DEC 2019	01/08/20	303	C SPIRE WIRELESS								
			0 Phone bill		01/22/20	462.96	.00	CHK			
			VENDOR TOTAL:			462.96					
VENDOR:											
DEC 2019-ADMIN	01/08/20	306	CITY OF STARKVILLE-TAX&ADMIN								
JAN 2020-TAX	01/08/20		0 Administrative Fees		01/22/20	9021.54	.00	CHK			
			0 Tax Equivalency		01/22/20	113750.00	.00	CHK			
			VENDOR TOTAL:			122771.54					
VENDOR:											
DEC 2019-STL	01/08/20	307	CITY OF STARKVILLE								
			0 Reimb St Louis salary		01/22/20	4272.18	.00	CHK			
			VENDOR TOTAL:			4272.18					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/22/20 ACCOUNT 23200

RUN DATE 01/14/20 PAGE 2
02:28 PM

INVOICE	DATE	PO NBR	DESCRIPTION	UNPAID INVOICES	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	452		DITCH WITCH MID-SOUTH							
488,495	01/13/20	9089	Rental		6045.00	.00	ACH			
			VENDOR TOTAL:		6045.00					
VENDOR:	488		DOWNTOWN DECORATIONS INC.							
688.40	11/26/19	8994	Lights		688.40	.00	CHK			
			VENDOR TOTAL:		688.40					
VENDOR:	604		FASTENAL COMPANY							
89987	01/10/20	9008	Stock Material		2748.50	.00	ACH			
			VENDOR TOTAL:		2748.50					
VENDOR:	616		FUELMAN							
NP57545581	01/08/20	0	Fuel		1713.30	.00	CHK			
NP57569909	01/13/20	0	Fuel		2429.13	.00	CHK			
			VENDOR TOTAL:		4142.43					
VENDOR:	691		GATEWAY TIRE&SERVICE CENTER							
118260,118271	01/13/20	9076	Oil Change		174.72	.00	CHK			
			VENDOR TOTAL:		174.72					
VENDOR:	696		GARNER LUMLEY ELECTRIC							
565259,564866	01/10/20	9064	Transformer		5929.10	.00	ACH			
			VENDOR TOTAL:		5929.10					
VENDOR:	730		GRESKO UTILITY SUPPLY, INC.							
50017197	01/10/20	9015	Stock Material		1799.00	.00	ACH			
			VENDOR TOTAL:		1799.00					
VENDOR:	800		MAILFINANCE							
N8079335	01/08/20	0	Postage		461.32	.00	CHK			
			VENDOR TOTAL:		461.32					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/22/20 ACCOUNT 23200

RUN DATE 01/14/20 PAGE 3
02:28 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:	801	NEOPOST									
1593 - 12/27/19	01/08/20	0	Postage		01/22/20	39.00	.00	CHK			
VENDOR:	907	INDOFF, INC.									
3324262	01/10/20	9065	Office Supplies		01/22/20	608.84	.00	ACH			
VENDOR:	1011	JACOB FORRESTER									
1/08/20	01/08/20	0	Tuition reimbursement		01/22/20	3095.49	.00	ACH			
VENDOR:	1169	LS TECHNOLOGIES LLC									
1070	01/14/20	0	Cameras		01/22/20	14424.49	.00	ACH			
VENDOR:	1205	LOWE'S									
901016,9343	01/10/20	9081	Stock Materials		01/22/20	230.51	.00	CHK			
VENDOR:	1239	LOLLEY REAL ESTATE									
JAN 2020	01/08/20	0	Storage Rental		01/22/20	900.00	.00	ACH			
VENDOR:	1335	VERIZON CONNECT NWF, INC									
OSV000001988305	01/13/20	0	Vehicle Services-CITY206		01/22/20	1023.30	.00	CHK			
VENDOR:	1400	NESCO									
2356562.001	01/10/20	9013	Supplies		01/22/20	156.87	.00	ACH			
2366645.001	01/13/20	9086	Parts		01/22/20	565.54	.00	ACH			
VENDOR:											

39.00

608.84

3095.49

14424.49

230.51

900.00

1023.30

722.41

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/22/20 ACCOUNT 23200

UNPAID INVOICES

PAGE 4
RUN DATE 01/14/20 02:28 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:	1406		NORTHEAST EXTERMINATING								
010220	01/13/20	9084	Mth Pest Control		01/22/20	45.00	.00	ACH			
					VENDOR TOTAL:	45.00					
VENDOR:	1408		FUSION LLC								
193655479	01/09/20	0	Phone bill		01/22/20	337.67	.00	ACH			
					VENDOR TOTAL:	337.67					
VENDOR:	1421		NTG LLC								
10216	01/09/20	0	Internet phone hosting		01/22/20	650.00	.00	ACH			
					VENDOR TOTAL:	650.00					
VENDOR:	1521		ONLINE COLLECTIONS								
0446 - 12/31/19	01/13/20	0	Collection fees-0446		01/22/20	766.27	.00	ACH			
					VENDOR TOTAL:	766.27					
VENDOR:	1527		OKT. BOARD OF SUPERVISORS								
151622	01/08/20	0	LINK-Regional Econ Developme		01/22/20	30000.00	.00	CHK			
					VENDOR TOTAL:	30000.00					
VENDOR:	1531		MDR CONSTRUCTION, INC.								
25847,25913	01/10/20	9080	Contractor		01/22/20	31760.00	.00	ACH			
					VENDOR TOTAL:	31760.00					
VENDOR:	1810		REGIONS COMMERCIAL BANKCARD								
1/03/20	01/13/20	0	Training and Supplies		01/22/20	934.07	.00	CHK			
					VENDOR TOTAL:	934.07					
VENDOR:	1816		REGULATORY COMPLIANCE SERVIC								
J188 - 1/02/20	01/08/20	0	PCB Managment Support		01/22/20	395.00	.00	CHK			
					VENDOR TOTAL:	395.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/22/20 ACCOUNT 23200

PAGE 5
RUN DATE 01/14/20 02:28 PM

INVOICE	DATE	PO NBR	DESCRIPTION	INV	DATE	INVOICE	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
INVOICE	DATE	PO NBR	DESCRIPTION	INV	DATE	INVOICE	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ

943761631-0148,1	01/13/20	9085 Mth Equipment Rental	01/22/20	2395.01	.00	ACH
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VENDOR TOTAL: 2395.01

VENDOR: 1886 SEDC

28354	01/09/20	0 Billing services	01/22/20	24632.20	.00	ACH
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VENDOR TOTAL: 24632.20

VENDOR: 1887 S & S LINE SERVICE INC

2092-2095	01/09/20	0 ROW Clearing	01/22/20	11381.20	.00	ACH
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VENDOR TOTAL: 11381.20

VENDOR: 1895 SOLOMON TRANSFORMERS, LLC

329261	01/10/20	9055 Pole Mount Transformers	01/22/20	8160.00	.00	CHK
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VENDOR TOTAL: 8160.00

VENDOR: 1931 STARKVILLE SANITATION DEPT

DEC 2019	01/10/20	0 Sanitation Collections-Dec 2	01/22/20	278356.63	.00	CHK
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VENDOR TOTAL: 278356.63

VENDOR: 1932 STARKVILLE DAILY NEWS

12/31/19	STMT	01/09/20	0 Advertising - Acct# 2578	01/22/20	1500.00	,00	ACH
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VENDOR TOTAL: 1500.00

VENDOR: 1933 STARKVILLE WATER DEPT

DEC 2019	01/10/20	0 Collections - Dec 2019	01/22/20	643223.45	.00	ACH
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VENDOR TOTAL: 643223.45

VENDOR: 1940 STUART C. IRBY

11570359.002	01/10/20	8935 Supplies	01/22/20	2904.00	*.00	ACH
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VENDOR TOTAL: 2904.00

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/22/20 ACCOUNT 23200

RUN DATE 01/14/20 PAGE 6
02:28 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:	1943		SOUTHERN TELECOMMUNICATIONS								
2490 - 12/30/19	01/08/20	0	Phone bill		01/22/20	365.68	.00	CHK			
					VENDOR TOTAL:	365.68					
VENDOR:	1945		SULLIVAN'S								
51789	01/08/20	0	Office supplies		01/22/20	50.10	.00	ACH			
51860	01/13/20	9083	Office Supplies		01/22/20	61.26	.00	ACH			
					VENDOR TOTAL:	111.36					
VENDOR:	2021		TCC FACILITIES MANAGEMENT								
3849	01/09/20	0	Janitorial services		01/22/20	450.00	.00	ACH			
					VENDOR TOTAL:	450.00					
VENDOR:	2040		TVPPA EDUCATION & TRAIN.								
1/08/20 STMT	01/09/20	0	Education and training		01/22/20	3214.00	.00	ACH			
INV0014857	01/13/20	0	Annual Dues		01/22/20	5664.74	.00	ACH			
					VENDOR TOTAL:	8878.74					
VENDOR:	2116		UTILITECH								
2307	01/08/20	0	Product Development and Supp		01/22/20	500.00	.00	ACH			
					VENDOR TOTAL:	500.00					
VENDOR:	2122		UPCHURCH SERVICES LLC								
155084	01/08/20	0	AC Repairs		01/22/20	914.00	.00	ACH			
					VENDOR TOTAL:	914.00					
VENDOR:	2210		VERIZON WIRELESS								
9844989165	01/08/20	0	AMI M2M Data Usage		01/22/20	575.90	.00	CHK			
9845342043	01/08/20	0	Phone bill 2821-01		01/22/20	1212.10	.00	CHK			
					VENDOR TOTAL:	1788.00					
VENDOR:	2327		WAUKAWAY DISTRIBUTORS, INC.								
CLR0120-274	01/08/20	0	Water		01/22/20	20.00	.00	ACH			
					VENDOR TOTAL:	20.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 01/22/20 ACCOUNT 23200

PAGE 7
RUN DATE 01/14/20 02:28 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
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VENDOR: 99009971 SERVICEMASTER RESTORATION

192848-1112	01/14/20	0	Janitorial cleaning		01/22/20	438.00	.00	CHK			
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VENDOR TOTAL: 438.00

GRAND TOTAL: 1238421.79



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 1-21-2019
PAGE: 1

SUBJECT: Request approval of the December 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 December 2019 financial statements of the City of Starkville, MS.



Budget Report Group Summary

For Fiscal: 2019-2020 Period Ending: 12/31/2019

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	7,472,500.00	7,472,500.00	508,323.40	614,603.55	-6,857,896.45	8.22 %
206 - LIEU OF TAXES	790,500.00	790,500.00	2,561.42	75,741.27	-714,758.73	9.58 %
220 - LICENSES AND PERMITS	238,000.00	238,000.00	15,904.14	62,381.12	-175,618.88	26.21 %
230 - INTERGOVERNMENTAL REVENUES	9,217,500.00	9,217,500.00	658,697.83	2,215,071.85	-7,002,428.15	24.03 %
250 - GRANTS	975,247.00	975,247.00	80,133.19	377,186.46	-598,060.54	38.68 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	9,650.80	24,364.91	-135.09	99.45 %
330 - FINES AND FORFEITS	563,000.00	563,000.00	24,611.65	88,676.09	-474,323.91	15.75 %
340 - MISCELLANEOUS	627,620.00	627,620.00	59,987.27	181,532.38	-446,087.62	28.92 %
360 - CHARGES FOR SERVICES	1,550.00	1,550.00	6.00	265.00	-1,285.00	17.10 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,155,000.00	3,155,000.00	113,750.00	403,750.00	-2,751,250.00	12.80 %
631 - ODDFELLOWS	5,000.00	5,000.00	336.80	998.14	-4,001.86	19.96 %
Department: 000 - UNDESIGNATED Total:	23,070,417.00	23,070,417.00	1,473,962.50	4,044,570.77	-19,025,846.23	17.53 %
Revenue Total:	23,070,417.00	23,070,417.00	1,473,962.50	4,044,570.77	-19,025,846.23	17.53 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	207,060.00	207,060.00	16,166.05	53,307.75	153,752.25	25.75 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	507.79	1,872.50	15,627.50	10.70 %
Department: 100 - BOARD OF ALDERMEN Total:	224,560.00	224,560.00	16,673.84	55,180.25	169,379.75	24.57 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	320,745.00	320,745.00	27,966.21	93,175.22	227,569.78	29.05 %
500 - SUPPLIES	12,500.00	12,500.00	1,079.29	4,392.88	8,107.12	35.14 %
600 - CONTRACTUAL SERVICES	20,700.00	20,700.00	1,812.20	8,661.85	12,038.15	41.84 %
900 - CAPITAL OUTLAY	15,500.00	15,500.00	0.00	0.00	15,500.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	369,445.00	369,445.00	30,857.70	106,229.95	263,215.05	28.75 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	146.22	399.20	1,100.80	26.61 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	146.22	399.20	1,100.80	26.61 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	154,110.00	154,110.00	11,722.63	41,453.71	112,656.29	26.90 %
500 - SUPPLIES	2,100.00	2,100.00	77.49	96.47	2,003.53	4.59 %
600 - CONTRACTUAL SERVICES	122,900.00	122,900.00	23,546.02	57,131.69	65,768.31	46.49 %
Department: 120 - MAYORS OFFICE Total:	279,110.00	279,110.00	35,346.14	98,681.87	180,428.13	35.36 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	293,480.00	293,480.00	26,467.70	81,740.01	211,739.99	27.85 %
500 - SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
600 - CONTRACTUAL SERVICES	83,000.00	83,000.00	5,076.92	57,965.64	25,034.36	69.84 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	1,153.00	6,715.00	58,285.00	10.33 %
Department: 123 - IT Total:	443,480.00	443,480.00	32,697.62	146,420.65	297,059.35	33.02 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	400,440.00	400,440.00	29,726.08	98,803.71	301,636.29	24.67 %
600 - CONTRACTUAL SERVICES	86,000.00	86,000.00	0.00	50,350.00	35,650.00	58.55 %
Department: 142 - CITY CLERKS OFFICE Total:	486,440.00	486,440.00	29,726.08	149,153.71	337,286.29	30.66 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	3,000.00	3,000.00	1,339.79	1,339.79	1,660.21	44.66 %
500 - SUPPLIES	12,072.00	12,072.00	193.19	1,997.13	10,074.87	16.54 %
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	1,518.97	4,856.74	26,143.26	15.67 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	2,900.00	2,900.00	100.00	96.67 %
Department: 145 - OTHER ADMINISTRATIVE Total:	49,072.00	49,072.00	5,951.95	11,093.66	37,978.34	22.61 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	1,200.00	1,550.00	5,450.00	22.14 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	7,000.00	7,000.00	1,200.00	1,550.00	5,450.00	22.14 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,950.00	69,950.00	5,387.00	18,854.50	51,095.50	26.95 %
Department: 160 - ATTORNEY AND STAFF Total:	69,950.00	69,950.00	5,387.00	18,854.50	51,095.50	26.95 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	163,000.00	163,000.00	11,095.47	52,413.48	110,586.52	32.16 %
Department: 169 - LEGAL Total:	163,000.00	163,000.00	11,095.47	52,413.48	110,586.52	32.16 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	225,925.00	225,925.00	17,814.09	60,134.86	165,790.14	26.62 %
500 - SUPPLIES	5,000.00	5,000.00	0.00	242.18	4,757.82	4.84 %
600 - CONTRACTUAL SERVICES	40,750.00	40,750.00	1,957.72	6,147.13	34,602.87	15.08 %
Department: 180 - HUMAN RESOURCES Total:	271,675.00	271,675.00	19,771.81	66,524.17	205,150.83	24.49 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	263,015.00	263,015.00	20,618.24	70,189.83	192,825.17	26.69 %
500 - SUPPLIES	3,150.00	3,150.00	229.80	241.80	2,908.20	7.68 %
600 - CONTRACTUAL SERVICES	79,300.00	79,300.00	5,158.44	19,864.14	59,435.86	25.05 %
900 - CAPITAL OUTLAY	25,000.00	25,000.00	0.00	20,756.00	4,244.00	83.02 %
Department: 190 - CITY PLANNER Total:	370,465.00	370,465.00	26,006.48	111,051.77	259,413.23	29.98 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	118,250.00	118,250.00	9,070.91	31,350.07	86,899.93	26.51 %
Department: 191 - EXTERNAL SERVICE Total:	118,250.00	118,250.00	9,070.91	31,350.07	86,899.93	26.51 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	6,000.00	6,000.00	477.10	1,618.37	4,381.63	26.97 %
600 - CONTRACTUAL SERVICES	87,500.00	87,500.00	12,477.78	25,662.92	61,837.08	29.33 %
800 - DEBT SERVICE	3,590.00	3,590.00	0.00	896.50	2,693.50	24.97 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	97,090.00	97,090.00	12,954.88	28,177.79	68,912.21	29.02 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	25,000.00	25,000.00	4,403.19	23,499.00	1,501.00	94.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	7,982.00	32,214.00	34,714.00	48.13 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	125,928.00	125,928.00	12,385.19	55,713.00	70,215.00	44.24 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	25,500.00	25,500.00	7,278.00	19,696.00	5,804.00	77.24 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,700.00	1,700.00	18,300.00	8.50 %
Department: 196 - CEMETERY ADMINISTRATION Total:	45,500.00	45,500.00	8,978.00	21,396.00	24,104.00	47.02 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	245,165.00	245,165.00	19,270.38	66,300.03	178,864.97	27.04 %
500 - SUPPLIES	3,400.00	3,400.00	216.80	1,576.25	1,823.75	46.36 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	3,115.94	5,458.47	12,041.53	31.19 %
800 - DEBT SERVICE	5,244.00	5,244.00	436.95	1,310.85	3,933.15	25.00 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 197 - ENGINEERING Total:	274,309.00	274,309.00	23,040.07	74,645.60	199,663.40	27.21 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	118,050.00	118,050.00	8,581.70	29,839.74	88,210.26	25.28 %
Department: 200 - POLICE ADMINISTRATION Total:	118,050.00	118,050.00	8,581.70	29,839.74	88,210.26	25.28 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,985,188.00	3,985,188.00	319,231.60	1,079,438.02	2,905,749.98	27.09 %
500 - SUPPLIES	446,000.00	446,000.00	35,585.49	95,329.65	350,670.35	21.37 %
600 - CONTRACTUAL SERVICES	484,700.00	484,700.00	41,602.46	163,371.80	321,328.20	33.71 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,578.00	5,578.00	0.00	5,578.12	-0.12	100.00 %
800 - DEBT SERVICE	107,000.00	107,000.00	0.00	27,571.98	79,428.02	25.77 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	1,585.00	29,969.56	20,030.44	59.94 %
Department: 201 - POLICE DEPARTMENT Total:	5,078,466.00	5,078,466.00	398,004.55	1,401,259.13	3,677,206.87	27.59 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	318,300.00	318,300.00	21,485.46	76,641.49	241,658.51	24.08 %
600 - CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 245 - DISPATCHERS Total:	319,300.00	319,300.00	21,485.46	76,641.49	242,658.51	24.00 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	120,080.00	120,080.00	8,444.24	21,462.34	98,617.66	17.87 %
Department: 254 - DUI GRANT Total:	120,080.00	120,080.00	8,444.24	21,462.34	98,617.66	17.87 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	106,680.00	106,680.00	8,190.60	28,466.75	78,213.25	26.68 %
Department: 260 - FIRE ADMINISTRATION Total:	106,680.00	106,680.00	8,190.60	28,466.75	78,213.25	26.68 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,940,465.00	3,940,465.00	339,242.09	1,059,143.44	2,881,321.56	26.88 %
500 - SUPPLIES	102,350.00	102,350.00	10,419.89	25,487.74	76,862.26	24.90 %
600 - CONTRACTUAL SERVICES	324,100.00	324,100.00	29,417.17	120,925.46	203,174.54	37.31 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	37,167.21	37,167.21	-37,167.21	0.00 %
800 - DEBT SERVICE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	0.00	11,371.57	53,628.43	17.49 %
Department: 261 - FIRE DEPARTMENT Total:	4,531,915.00	4,531,915.00	416,246.36	1,254,095.42	3,277,819.58	27.67 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	243,730.00	243,730.00	18,875.24	64,208.22	179,521.78	26.34 %
500 - SUPPLIES	5,750.00	5,750.00	234.34	767.51	4,982.49	13.35 %
600 - CONTRACTUAL SERVICES	25,150.00	25,150.00	1,029.88	4,601.82	20,548.18	18.30 %
800 - DEBT SERVICE	5,244.00	5,244.00	888.32	3,116.35	2,127.65	59.43 %
Department: 281 - BUILDING/CODES OFFICE Total:	279,874.00	279,874.00	21,027.78	72,693.90	207,180.10	25.97 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	352.06	874.18	16,125.82	5.14 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	17,000.00	17,000.00	352.06	874.18	16,125.82	5.14 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	786,015.00	786,015.00	53,534.03	166,803.04	619,211.96	21.22 %
500 - SUPPLIES	192,500.00	192,500.00	18,854.62	41,339.25	151,160.75	21.47 %
600 - CONTRACTUAL SERVICES	588,375.00	588,375.00	50,281.10	159,647.13	428,727.87	27.13 %
800 - DEBT SERVICE	31,213.00	31,213.00	451.38	9,608.46	21,604.54	30.78 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	968.60	968.60	9,031.40	9.69 %
Department: 301 - STREET DEPARTMENT Total:	1,608,103.00	1,608,103.00	124,089.73	378,366.48	1,229,736.52	23.53 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	96,030.00	96,030.00	7,931.67	22,427.29	73,602.71	23.35 %
500 - SUPPLIES	3,000.00	3,000.00	2.00	394.85	2,605.15	13.16 %
600 - CONTRACTUAL SERVICES	5,500.00	5,500.00	337.92	2,828.05	2,671.95	51.42 %
900 - CAPITAL OUTLAY	125,000.00	125,000.00	31,250.00	62,500.00	62,500.00	50.00 %
Department: 360 - ANIMAL CONTROL Total:	229,530.00	229,530.00	39,521.59	88,150.19	141,379.81	38.40 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	5,000.00	10,000.00	10,000.00	50.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	5,000.00	10,000.00	10,000.00	50.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	903,280.00	903,280.00	69,084.28	214,539.84	688,740.16	23.75 %
500 - SUPPLIES	220,000.00	220,000.00	19,228.08	39,652.22	180,347.78	18.02 %
600 - CONTRACTUAL SERVICES	627,350.00	627,350.00	45,430.16	144,751.67	482,598.33	23.07 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	6,500.00	-6,500.00	0.00 %
800 - DEBT SERVICE	17,956.00	17,956.00	4,489.00	4,489.00	13,467.00	25.00 %
900 - CAPITAL OUTLAY	2,500.00	2,500.00	0.00	475.00	2,025.00	19.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,771,086.00	1,771,086.00	138,231.52	410,407.73	1,360,678.27	23.17 %
Department: 552 - PARK AND REC ACTIVITIES						
600 - CONTRACTUAL SERVICES	0.00	0.00	3,469.37	4,075.53	-4,075.53	0.00 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	0.00	3,469.37	4,075.53	-4,075.53	0.00 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,000.00	15,000.00	2,605.11	2,605.11	12,394.89	17.37 %
900 - CAPITAL OUTLAY	1,073,067.00	1,073,067.00	141,471.54	505,363.43	567,703.57	47.10 %
Department: 600 - CAPITAL PROJECTS Total:	1,088,067.00	1,088,067.00	144,076.65	507,968.54	580,098.46	46.69 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	0.00	60,500.00	3,500.00	94.53 %
900 - CAPITAL OUTLAY	210,000.00	210,000.00	52,500.00	105,000.00	105,000.00	50.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	274,000.00	274,000.00	52,500.00	165,500.00	108,500.00	60.40 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,213,492.00	2,213,492.00	0.00	609,585.63	1,603,906.37	27.54 %
Department: 800 - DEBT SERVICE Total:	2,213,492.00	2,213,492.00	0.00	609,585.63	1,603,906.37	27.54 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,897,500.00	1,897,500.00	106.25	10,545.54	1,886,954.46	0.56 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,897,500.00	1,897,500.00	106.25	10,545.54	1,886,954.46	0.56 %
Expense Total:	23,070,417.00	23,070,417.00	1,670,617.22	6,098,768.26	16,971,648.74	26.44 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-196,654.72	-2,054,197.49	-2,054,197.49	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

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	837.75	3,021.75	-6,978.25	30.22 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	35,000.00	35,000.00	837.75	3,021.75	-31,978.25	8.63 %
Revenue Total:	35,000.00	35,000.00	837.75	3,021.75	-31,978.25	8.63 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	35,000.00	35,000.00	0.00	0.00	35,000.00	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	837.75	3,021.75	3,021.75	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

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	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	315,000.00	315,000.00	0.00	0.00	-315,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	449,000.00	449,000.00	0.00	0.00	-449,000.00	0.00 %
Revenue Total:	449,000.00	449,000.00	0.00	0.00	-449,000.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	1,000.00	1,000.00	0.00	104.00	896.00	10.40 %
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
800 - DEBT SERVICE	266,364.00	266,364.00	41,733.93	141,162.11	125,201.89	53.00 %
900 - CAPITAL OUTLAY	155,636.00	155,636.00	0.00	0.00	155,636.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	449,000.00	449,000.00	41,733.93	141,266.11	307,733.89	31.46 %
Expense Total:	449,000.00	449,000.00	41,733.93	141,266.11	307,733.89	31.46 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-41,733.93	-141,266.11	-141,266.11	0.00 %

Budget Report
For Fiscal: 2019-2020 Period Ending: 12/31/2019

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	0.00	15,964.00	-54,987.00	22.50 %
340 - MISCELLANEOUS	50,250.00	50,250.00	1,500.00	4,500.00	-45,750.00	8.96 %
360 - CHARGES FOR SERVICES	673,608.00	673,608.00	47,516.39	177,194.20	-496,413.80	26.31 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	556,000.00	556,000.00	0.00	0.00	-556,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,350,809.00	1,350,809.00	49,016.39	197,658.20	-1,153,150.80	14.63 %
Revenue Total:	1,350,809.00	1,350,809.00	49,016.39	197,658.20	-1,153,150.80	14.63 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	173,420.00	173,420.00	10,125.42	36,821.11	136,598.89	21.23 %
500 - SUPPLIES	472,700.00	472,700.00	51,309.85	104,949.43	367,750.57	22.20 %
600 - CONTRACTUAL SERVICES	104,850.00	104,850.00	8,729.52	29,700.87	75,149.13	28.33 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	35,408.00	35,408.00	0.00	318.21	35,089.79	0.90 %
900 - CAPITAL OUTLAY	564,431.00	564,431.00	0.00	0.00	564,431.00	0.00 %
Department: 505 - AIRPORT Total:	1,350,809.00	1,350,809.00	70,164.79	171,789.62	1,179,019.38	12.72 %
Expense Total:	1,350,809.00	1,350,809.00	70,164.79	171,789.62	1,179,019.38	12.72 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-21,148.40	25,868.58	25,868.58	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

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	148,133.00	148,133.00	15,592.05	18,779.28	-129,353.72	12.68 %
Department: 000 - UNDESIGNATED Total:	148,133.00	148,133.00	15,592.05	18,779.28	-129,353.72	12.68 %
Revenue Total:	148,133.00	148,133.00	15,592.05	18,779.28	-129,353.72	12.68 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	44,559.00	44,559.00	0.00	0.00	44,559.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	103,574.00	103,574.00	0.00	15,592.05	87,981.95	15.05 %
Department: 515 - RESTRICTED PROJECTS Total:	148,133.00	148,133.00	0.00	15,592.05	132,540.95	10.53 %
Expense Total:	148,133.00	148,133.00	0.00	15,592.05	132,540.95	10.53 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	15,592.05	3,187.23	3,187.23	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	221,200.00	221,200.00	221,200.00	0.00 %
340 - MISCELLANEOUS	2,804,000.00	2,804,000.00	246,364.51	727,698.11	-2,076,301.89	25.95 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	330,000.00	330,000.00	1,809.00	2,709.00	-327,291.00	0.82 %
Department: 000 - UNDESIGNATED Total:	3,134,000.00	3,134,000.00	469,373.51	951,607.11	-2,182,392.89	30.36 %
Revenue Total:	3,134,000.00	3,134,000.00	469,373.51	951,607.11	-2,182,392.89	30.36 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,544,085.00	1,544,085.00	144,139.28	424,814.21	1,119,270.79	27.51 %
500 - SUPPLIES	297,000.00	297,000.00	16,088.69	173,946.61	123,053.39	58.57 %
600 - CONTRACTUAL SERVICES	810,750.00	810,750.00	68,673.47	221,179.69	589,570.31	27.28 %
800 - DEBT SERVICE	173,868.00	173,868.00	53,945.10	86,747.52	87,120.48	49.89 %
900 - CAPITAL OUTLAY	308,297.00	308,297.00	0.00	23,306.00	284,991.00	7.56 %
Department: 322 - SANITATION DEPARTMENT Total:	3,134,000.00	3,134,000.00	282,846.54	929,994.03	2,204,005.97	29.67 %
Department: 325 - RUBBISH						
500 - SUPPLIES	0.00	0.00	0.00	4.00	-4.00	0.00 %
Department: 325 - RUBBISH Total:	0.00	0.00	0.00	4.00	-4.00	0.00 %
Department: 341 - LANDSCAPING						
500 - SUPPLIES	0.00	0.00	0.00	12.00	-12.00	0.00 %
Department: 341 - LANDSCAPING Total:	0.00	0.00	0.00	12.00	-12.00	0.00 %
Expense Total:	3,134,000.00	3,134,000.00	282,846.54	930,010.03	2,203,989.97	29.67 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	186,526.97	21,597.08	21,597.08	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	250,000.00	250,000.00	4,517.89	35,190.81	-214,809.19	14.08 %
Department: 000 - UNDESIGNATED Total:	250,000.00	250,000.00	4,517.89	35,190.81	-214,809.19	14.08 %
Revenue Total:	250,000.00	250,000.00	4,517.89	35,190.81	-214,809.19	14.08 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 323 - LANDFILL 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	4,517.89	35,190.81	35,190.81	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

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	45,000.00	45,000.00	2,646.00	10,427.50	-34,572.50	23.17 %
Department: 000 - UNDESIGNATED Total:	45,000.00	45,000.00	2,646.00	10,427.50	-34,572.50	23.17 %
Revenue Total:	45,000.00	45,000.00	2,646.00	10,427.50	-34,572.50	23.17 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	45,000.00	45,000.00	9,926.63	10,748.84	34,251.16	23.89 %
Department: 112 - COMPUTER ASSESMENTS Total:	45,000.00	45,000.00	9,926.63	10,748.84	34,251.16	23.89 %
Expense Total:	45,000.00	45,000.00	9,926.63	10,748.84	34,251.16	23.89 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-7,280.63	-321.34	-321.34	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

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	3,841.95	11,857.56	1,857.56	118.58 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,000,000.00	2,000,000.00	0.00	0.00	-2,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,010,000.00	2,010,000.00	3,841.95	11,857.56	-1,998,142.44	0.59 %
Revenue Total:	2,010,000.00	2,010,000.00	3,841.95	11,857.56	-1,998,142.44	0.59 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	2,010,000.00	2,010,000.00	42,330.80	669,305.07	1,340,694.93	33.30 %
Department: 600 - CAPITAL PROJECTS Total:	2,010,000.00	2,010,000.00	42,330.80	669,305.07	1,340,694.93	33.30 %
Expense Total:	2,010,000.00	2,010,000.00	42,330.80	669,305.07	1,340,694.93	33.30 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-38,488.85	-657,447.51	-657,447.51	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

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	10,000.00	10,000.00	4,711.79	10,233.93	233.93	102.34 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,240,000.00	1,240,000.00	0.00	2,881,040.26	1,641,040.26	232.34 %
Department: 000 - UNDESIGNATED Total:	1,250,000.00	1,250,000.00	4,711.79	2,891,274.19	1,641,274.19	231.30 %
Revenue Total:	1,250,000.00	1,250,000.00	4,711.79	2,891,274.19	1,641,274.19	231.30 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	1,245,000.00	1,245,000.00	89,302.79	158,773.02	1,086,226.98	12.75 %
Department: 600 - CAPITAL PROJECTS Total:	1,250,000.00	1,250,000.00	89,302.79	158,773.02	1,091,226.98	12.70 %
Expense Total:	1,250,000.00	1,250,000.00	89,302.79	158,773.02	1,091,226.98	12.70 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-84,591.00	2,732,501.17	2,732,501.17	0.00 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 12/31/2019

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	1,850,000.00	1,850,000.00	174,913.49	538,224.06	-1,311,775.94	29.09 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	675,000.00	675,000.00	0.00	0.00	-675,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,525,000.00	2,525,000.00	174,913.49	538,224.06	-1,986,775.94	21.32 %
Revenue Total:	2,525,000.00	2,525,000.00	174,913.49	538,224.06	-1,986,775.94	21.32 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	93,748.00	173,494.50	76,505.50	69.40 %
800 - DEBT SERVICE	418,715.00	418,715.00	0.00	0.00	418,715.00	0.00 %
900 - CAPITAL OUTLAY	1,606,285.00	1,606,285.00	0.00	97,078.00	1,509,207.00	6.04 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	62,500.00	187,500.00	25.00 %
Department: 551 - PARK & REC TOURISM Total:	2,525,000.00	2,525,000.00	93,748.00	333,072.50	2,191,927.50	13.19 %
Expense Total:	2,525,000.00	2,525,000.00	93,748.00	333,072.50	2,191,927.50	13.19 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	81,165.49	205,151.56	205,151.56	0.00 %
Report Surplus (Deficit):	0.00	0.00	-101,257.38	173,285.73	173,285.73	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	-196,654.72	-2,054,197.49	-2,054,197.49
002 - RESTRICTED POLICE FUND	0.00	0.00	837.75	3,021.75	3,021.75
003 - RESTRICTED FIRE FUND	0.00	0.00	-41,733.93	-141,266.11	-141,266.11
015 - AIRPORT FUND	0.00	0.00	-21,148.40	25,868.58	25,868.58
016 - RESTRICTED AIRPORT	0.00	0.00	15,592.05	3,187.23	3,187.23
022 - ENVIRONMENTAL SERVICES	0.00	0.00	186,526.97	21,597.08	21,597.08
023 - LANDFILL ACCOUNT	0.00	0.00	4,517.89	35,190.81	35,190.81
107 - COMPUTER ASSESSMENTS	0.00	0.00	-7,280.63	-321.34	-321.34
303 - INDUSTRIAL PARK BOND	0.00	0.00	-38,488.85	-657,447.51	-657,447.51
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-84,591.00	2,732,501.17	2,732,501.17
375 - PARK AND REC TOURISM	0.00	0.00	81,165.49	205,151.56	205,151.56
Report Surplus (Deficit):	0.00	0.00	-101,257.38	173,285.73	173,285.73



Starkville Utilities – Electric Department
Budget Year 2020 (10/2019-9/2020) Report
As of December 31, 2019

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 41,465,000	\$ 2,871,414	\$ 9,657,604	(31,807,396)	23.29%
Other Revenue	1,477,000	145,100	462,261	(1,014,739)	31.30%
Total Revenue	\$ 42,942,000	\$ 3,016,514	\$ 10,119,865	(32,822,135)	23.57%
<u>Expenses</u>					
Purchased Power Expense	\$ 33,350,000	\$ 2,296,754	\$ 7,269,844	26,080,156	21.80%
Payroll Expenses	2,422,378	202,115	670,619	1,751,759	27.68%
Operating Expenses	1,014,500	91,148	200,361	814,139	19.75%
Maintenance Expense	1,295,500	92,545	275,790	1,019,710	21.29%
Capital Expense	4,798,219	195,645	601,328	4,196,891	12.53%
Debt Expense	1,175,925	45,200	214,521	961,404	18.24%
Tax Equivalency	1,365,000	113,750	341,250	1,023,750	25.00%
Total Expenses	\$ 45,421,522	\$ 3,037,157	\$ 9,573,713	35,847,809	21.08%
Total Revenue Over Expenses	\$ (2,479,522)	\$ (20,643)	\$ 546,152	\$ 3,025,674	-22.03%

****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 2020 (10/2019-9/2020) Report
As of December 31, 2019

****PRELIMINARY**

	Total 2020 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 7,200,000	\$ 548,239	\$ 1,728,859	(5,471,141)	24.01%
Other Revenues	2,164,765	24,150	102,424	(2,062,341)	4.73%
Total Revenues	\$ 9,364,765	\$ 572,389	\$ 1,831,283	(7,533,482)	19.56%
<u>Expenses</u>					
Payroll Expense	\$ 1,790,695	\$ 145,100	\$ 451,626	1,339,069	25.22%
Operating Expense	1,569,500	122,145	421,421	1,148,079	26.85%
Maintenance Expense	1,810,000	132,840	529,897	1,280,103	29.28%
Capital Expense	2,559,250	254,000	357,586	2,201,664	13.97%
Debt Expense	1,483,253	125,400	256,324	1,226,929	17.28%
Total Expenses	\$ 9,212,698	\$ 779,485	\$ 2,016,854	7,195,844	21.89%
Total Revenues Over Expenses	\$ 152,067	\$ (207,096)	\$ (185,571)	\$ (337,638)	-122.03%

****Note: Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.**

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: January 21, 2020

Page: 1

SUBJECT:

Request authorization to hire Elizabeth Beck, Stephen Garcia and Garrett Miles as Entry Level Police Officers and Arin Hanohano as a Certified Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Elizabeth Beck - Grade 9, non exempt salary for Entry Level Police Officers \$35,015.76 (\$15.66 per hour) based on 2236 hours per year.

Stephen Garcia - Grade 9, non exempt salary for Entry Level Police Officers \$35,015.76 (\$15.66 per hour) based on 2236 hours per year. Effective April 01, 2020

Garrett Miles - Grade 9, non exempt salary for Entry Level Police Officers \$35,015.76 (\$15.66 per hour) based on 2236 hours per year.

Arin Hanohano - Grade 9, non exempt salary for Certified Police Officers \$38,000.00 (\$16.99 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 Marcus Rodriguez, Chad Williams, and Carly Winship who resigned.

Stephen Garcia hire will be due to the promotion process being held in March. His effective date will be April 01, 2020

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Elizabeth Beck, Stephen Garcia and Garrett Miles as Entry Level Police Officers and Arin Hanohano as a Certified Police Officer in the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: January 21, 2020
Page: 1

SUBJECT:

Request authorization to hire Marquis Jordan as Maintenance Worker in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Annual Salary of \$21,840.00 (\$10.50 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

This is a replacement position previously held by Jacobly Mobley who resigned.

REQUESTING DEPARTMENT:

Sanitation Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Director

FOR MORE INFORMATION CONTACT:

Calvin Ware, Director or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Marquis Jordan as Maintenance Worker in the Sanitation/Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: January 21, 2020
Page: 1

SUBJECT:

Request authorization to hire Destin Gladney and Arlie Brandon as part-time Customer Service Representatives in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING

These position will be paid for actual hours worked at \$11.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Funds are included in the fiscal year 2018/19 budget.
44% of pay – Acct: 903.00 Electric Expense.
46% of pay – Acct: 146.10 Due from Water Dept.
10% of pay – Acct: 146.20 Due from Sanitation Dept.

AUTHORIZATION HISTORY:

Last year the Utilities Department hired seasonal employees to assist the Department during peak times from approximately May through August to assist with residential and commercial applications, service terminations and hookups, address changes and customer information data.

The seasonal employees term ended and we are replacing them with part-time employees to assist with residential and commercial applications, service terminations and hookups, and answering the telephone.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Destin Gladney and Arlie Brandon as part-time Customer Service Representatives in the Starkville Utilities Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 1/21/2020
PAGE: 1 of 1**

SUBJECT: Request approval of entering a lease purchase agreement with Active Solutions, LLC, the lowest and best of two quotes, enabling the acquisition of five surveillance cameras with all-weather equipment enclosures.

AMOUNT & SOURCE OF FUNDING: Costs associated with the project will come from the IT Department's Equipment and Machinery account. The total amount to be financed is \$34,061.48. The monthly payments will be \$667.00.00 for 60 months

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION:

This lease purchase will enable the IT Department and Police Department to continue planned expansion of the municipal camera project. This will be the second phase, with additional cameras deployed as budgeted going forward. The all-weather enclosures, which contain control and networking equipment, feature red and blue lights reinforcing the units' presence and purpose.

STAFF RECOMMENDATION: Staff recommends approval.



QUOTE

City of Starkville, MS
101 E. Lampkin Street
Starkville, Mississippi
C/O Joel Clements

November 22, 2019

Quote Description	
SafeCityCam w/Axis P3807 PVE & P3717 PLE	
SALESPERSON	Project Description
Brad Giacone (504) 909-2505	City of Starkville SafeCity Cameras
Payment Terms	DUE DATE
Net 30	

QTY	Part Number	DESCRIPTION	UNIT PRICE	LINE TOTAL
5	AS-SafeCity Enc	Active Solutions SafeCity Enclosure	\$3,135.00	\$15,675.00
		<i>Includes power and surge requirements, brackets/mounts, remote reboot module, programmable strobe lighting package and onboard camera storage (128GB Surveillance Grade SD Card) in a weatherproof enclosure. Enclosure will accommodate the MaxxSouth hardware.</i>		
3	AXIS P3807 PVE	8MP 180 Degree Full HD Dome Camera - Multi Sensor	\$1,098.61	\$3,295.84
2	AXIS P3717-PLE	Flexible multisensor fixed camera with four 1080p sensors.	\$1,227.59	\$2,455.18
5	AS-PW-PS-25	25' Length - Cable with photo sensor fits standard street light power base	\$195.00	\$975.00
5	ASLABOR-ASMBLY	Installation - Unpacking - Assembly Site Inspections/Prep - Onsite & Remote	\$125.00	\$625.00
18	ASLABOR-ASMBLY	Installation - Unpacking - Assembly Camera Unpacking & Assembly	\$125.00	\$2,250.00
25	ASLABOR-ASMBLY	Installation - Unpacking - Assembly Camera Installations/Remote Support	\$125.00	\$3,125.00
25	ASLABOR-CONFIG	Initial Camera/Software Programming & Configuration	\$125.00	\$3,125.00
8	ASLABOR-ProjMgmt	Project Management	\$185.00	\$1,480.00
5	Axis ACS Software Lic	Axis Camera Station - Camera License - One Time License	\$76.69	\$383.44
3.00%	AS-Maint	Maintenance and Support - 1 Year Based On Percentage of System Price	\$22,401.01	\$672.03
			SUBTOTAL	\$34,061.48
			SALES TAX	\$0.00
			TOTAL	\$34,061.48

Quote does not include freight/shipping charges.

Quote does not include data backhaul currently provided by MaxxSouth.

The prices above, specifications and conditions are satisfactory and accepted. By affixing my signature below, I authorize Active Solutions to perform the work outlined above and agree to the payment terms as stated.

Please return signed Proposal to Active Solutions with your deposit to commence the aforementioned work.



Connection and protection in the digital world.

844-SKYHAWK

www.GoSkyhawk.com

PROPOSAL

Number SKYQ5374-01

Date Nov 7, 2019

Prepared For

City of Starkville MS.

Joel Clements
110 W. Main Street
Starkville, MS 38759
United States

Phone 662.323.2525

Fax

Representative

Devlin Roussel

225-214-1444

droussel@goskyhawk.com

Qty	Description	Unit Price	Ext. Price
1	Q6155-E	\$2,964.82	\$2,964.82
	AXIS Q6155-E Network Camera - MPEG-4 AVC, Motion JPEG, H.264 - 1920 x 1080 - 30x Optical - CMOS - Parapet Mount, Pole Mount, Wall Mount, Pendant Mount, Ceiling Mount, Corner Mount	\$2,722.09	\$2,722.09
	AXIS T91G61 Wall Mount	\$180.63	\$180.63
	AXIS 64 GB Class 10 microSDXC - 20 MB/s Read - 20 MB/s Write	\$62.10	\$62.10
1	P3717-PLE	\$1,567.71	\$1,567.71
	AXIS P3717-PLE 8 Megapixel Network Camera - 49.21 ft Night Vision - H.264, MPEG-4, MJPEG - 1920 x 1080 - 2x Optical - CMOS - Bracket Mount	\$1,214.04	\$1,214.04
	AXIS T8134 60 W Midspan - 120 V AC, 230 V AC Input - 1 10/100/1000Base-T Output Port(s) - 60 W - Wall/Shelf/DIN Rail-mountable	\$135.24	\$135.24
	AXIS T94N01D Ceiling Mount	\$80.09	\$80.09
	AXIS T91D61 Wall Mount for Surveillance Camera	\$76.24	\$76.24
	AXIS 64 GB Class 10 microSDXC - 20 MB/s Read - 20 MB/s Write	\$62.10	\$62.10
1	Q3517-LVE	\$1,344.73	\$1,344.73
	AXIS Q3517-LVE 5 Megapixel Network Camera - H.264, Motion JPEG - 2x Optical - Wall Mount, Junction Box Mount	\$1,133.68	\$1,133.68
	AXIS T91H61 Wall Mount	\$157.49	\$157.49
	AXIS T94M01D Mounting Adapter for Network Camera - White - White	\$53.56	\$53.56
1	P3807-PVE	\$1,462.72	\$1,462.72
	AXIS P3807-PVE 8.3 Megapixel Network Camera - H.264, MPEG-4, MJPEG - 4320 x 1920 - RGB CMOS - Recessed Mount, Pole Mount, Wall Mount, Parapet Mount, Ceiling Mount, Corner Mount	\$1,224.45	\$1,224.45
	AXIS T91H61 Wall Mount	\$157.49	\$157.49
	AXIS Mounting Bracket for Network Camera	\$80.78	\$80.78
1	Surveillance Cabinet for Fiber	\$1,828.75	\$1,828.75

*Boxes to be delivered to customer pre-configured.

*Customer will be responsible for mounting boxes to desired locations.

*Customer will be responsible for providing power to the boxes.

*If Customer requests Skyhawk to mount boxes, a separate quote will be issued.

ASSIGNMENT

This **Assignment** is made as of December 11, 2019, between **Active Solutions, LLC** whose address is 1215 Prytania Street, Ste 301, New Orleans, LA 70130, ("Assignor") and **Government Leasing, LLC**, located at 830 Tenderfoot Hill Road, Suite 301, Colorado Springs, Colorado 80906 ("Assignee").

WHEREAS, Assignor is the Lessor under a Municipal Lease and Option Agreement identified as Municipal Lease and Option Agreement No.: 23851, between it and City of Starkville as Lessee ("Lessee"), pursuant to which the Lessee has agreed to lease 5 Surveillance Cameras and sensors more thoroughly described in Exhibit A to the Lease; and

WHEREAS, Assignor wishes to assign all of its rights and interests in and to Lessor's Rights and Equipment, to Assignee,

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Assignment, and to induce Assignee to accept an assignment of the Equipment and Lessor's Rights, the parties hereto agree as follows:

1. **DEFINITIONS.** The following capitalized terms used in this Assignment shall have the following meanings:

- a) "Equipment" shall mean the Equipment identified in the Lease.
- b) "Lease" shall mean the Municipal Lease and Option Agreement No.: 23851, concerning the lease of the Equipment described therein and which is between Lessor and Lessee.
- c) "Lease Documents" shall mean all of the documents, instruments and other agreements evidencing, arising from or pertaining to the Lease (complete copies of which have been delivered to Assignee), including but not limited to the Lease and any guaranty or guaranties, debt and lien subordination agreements, assignments, financing statements, and insurance policies or coverage (all as amended, modified, supplemented and renewed from time to time, together with all exhibits, schedules, attachments and annexes thereto).
- d) "Lessor's Rights" shall mean all of the Lessor's rights under the Lease Documents, including, but not limited to Lessor's rights, title and interest in and to all (i) payments, collections and recoveries, including without limitation late or delinquency charges, and buyout and/or purchase option payments, if any, and the right to direct claims and/or appeals against the Lessee related to the Lease Documents; and (ii) Equipment and all other property that is the subject of such lease; (iii) all Lessor's rights to enforce the Lessee's obligations pursuant to the Lease Documents; (iv) all of Lessor's rights under any representations, warranties, covenants, guaranties, recourse rights, debt and lien subordinations, cross-default and cross-collateralization agreements, if any, associated with the Lease Documents; (v) insurance and other rights and interests of Lessor arising from or pertaining to the Lease Documents; and (vi) all rights Lessor may have against any vendor or manufacturer of the Equipment thereof.

2. **TRANSFER.** Subject to the terms of this Assignment, Assignor does hereby transfer and assign to Assignee, and its assigns, the Equipment and all of Lessor's Rights, including, but not limited to, Lessor's rights to the lease payments described in the Lease, any right to insurance proceeds, renewals, buyout or purchase option amounts, payable by or on behalf of Lessee, whether now due or which may hereafter become due under the Lease Documents. Furthermore, to secure Assignor's obligations hereunder and, to the extent that the transfer is not deemed complete, Assignor hereby grants Assignee a valid perfected first priority security interest in Lessor's Rights. Assignee assumes and shall have none of the obligations of the Lessor under the Lease Documents or any other arrangement or agreement concerning the Equipment or the Lessee. The Assignee's rights in and to the Equipment shall be subject to the Lessee's rights as described in the Lease Documents.

3. **FUNDING CONDITIONS.** Assignee's obligations to pay Assignor the purchase price of \$34,061.48 is subject to the following conditions:

- a) Receipt of (i) consent to this Assignment duly executed by the Lessee, (ii) Acceptance Certificate duly executed by Lessee, (iii) opinion of counsel to Lessee concerning the Lease, (iv) opinion of counsel to the Assignor concerning this Assignment, (v) complete description of the leased property with serial numbers and locations, (vi) UCC-1 showing Lessee as debtor and Assignor as secured party referencing the leased property, (vii) UCC-1 showing Assignor as debtor and Assignee as secured party referencing the Lessor's Rights, (viii) for tax exempt transactions, IRS form 8038-G or 8038GC (as appropriate), duly executed by Lessee, and (ix) proof of insurance (Acord Form 27 or equivalent level of assurance) showing Assignee as an additional insured;
- b) No default by either the Assignor or Lessee under the Lease Documents;
- c) All representations and warranties contained herein and in the Lease Documents shall be and remain true, accurate and complete; and
- d) All filings necessary to perfect Assignee's rights, title and interest in Lessor's Rights shall have been duly made.

Each of the foregoing shall be in form and substance satisfactory to Assignee in its sole discretion.

4. **ASSIGNOR'S WARRANTIES AND AGREEMENTS.** Assignor does hereby warrant to and agree with Assignee that:

- a) All payments described in the Lease Documents are being assigned hereby;
- b) Assignor is, on the date hereof, the owner of Lessor's Rights and the Equipment, free and clear of any liens, encumbrances or interests of any third party, subject only to the rights of Lessee under the Lease Documents;
- c) Assignor has the power and authority to execute and deliver this Assignment to Assignee and to perform Assignor's obligations hereunder;

- d) All signatures on the Lease Documents are the true signatures of those persons whose signatures they purport to be;
- e) The Lease is a bona fide lease of new equipment described therein first placed in service on or about the date of the Lessee's Acceptance;
- f) Assignor's rights to receive the lease payments are not subject to any further performance of any obligations to Lessee by anyone;
- g) The Lease Documents are complete, are not subject to any terms not set forth therein, and will not be amended without the prior written consent of Assignee, and, to the knowledge of Assignor, Lessor's Rights and the Lease Documents are enforceable in all respects;
- h) Assignor has disclosed all material facts to Assignee and has not omitted to disclose any material fact to Assignee with respect to this Assignment, the Equipment, Lessor's Rights, the Lease Documents and the transaction described therein;
- i) To the knowledge of Assignor, the Lease is and will continue to be free from setoff, counterclaims, abatements, and defenses of any kind;
- j) There has been no default by any party or any other circumstance that could constitute a default under the Lease Documents;
- k) If the Lease resulted from a formal solicitation of bids, Assignor has complied with all applicable laws and regulations concerning the solicitation of bid and award of contracts applicable to the transaction described in the Lease and the Lease Payments have been priced and computed as required thereunder;
- l) Assignor shall, has and will continue to timely perform each and every obligation required of the Lessor under the Lease Documents or otherwise required as a result of the Solicitation or otherwise;
- m) Assignor has paid any third party vendor(s) the entire purchase price of the Equipment;
- n) There is only one executed Lease (i.e., chattel paper original) and it is delivered to Assignee hereby if there is more than one executed counterpart, the signature page of each such counterpart each has been labeled:

COUNTERPART NO. ____ OF ____ SERIALY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

Only one Counter part is numbered "1 of ____" (the others are numbered 2 of 6 though 6 of 6, respectively). Counterpart numbered "1 of ____" is fully executed and is being delivered to GLC as a condition of funding;

- o) Lessor has paid all sales, use or privilege taxes payable as a result of the acquisition and lease of the Equipment to the Lessee and the assignment to Assignee described herein (or Lessee will receive amounts payable by Assignee hereunder, in trust, for the purpose of payment of such taxes, until such taxes have been paid) and, Assignee may pay part of the consideration payable hereunder to Assignor, by a two party check, naming Assignor and the appropriate tax authority both as payees, in an amount equal to an estimate of such tax liability;
- p) The Lessee has notice of this Assignment and it has been approved and accepted by the Lessee and will not violate any of the terms of the Lease Documents;
- q) The address of Assignor's chief executive offices, state of incorporation, and organizational identification number are accurately set forth in the initial paragraph above;
- r) Assignor possesses all franchises, licenses (including sales and use tax licenses or the equivalent), permits, consents and authorizations necessary for it to perform its obligations under the Lease Documents and this Assignment.

5. REPURCHASE OBLIGATION. If Assignor is in breach of any of the warranties, representations or agreements contained herein, Assignee shall provide Assignor written notice of the claimed breach. If Assignor fails to cure the breach within thirty (30) days of the written notice, Assignor shall repurchase the Equipment and Lessor's Rights as of the date of such repurchase. The repurchase price shall equal (i) the present value of all payments scheduled but not yet paid and including all payments not yet payable through the entire term of the Lease, including all optional extensions thereof, plus (ii) the residual value of the property subject to the Lease (the sum of (i) and (ii) shall be discounted at the interest rate on United States Treasury Bills with a term corresponding to the term of the Lease as of the date it was funded), less (iii) any unearned finance charges (not previously adjusted for by discounting), plus (iv) all attorneys fees, costs and expenses of Assignee incurred in connection with the default under the Lease Documents and this Assignment giving rise to the repurchase obligation. Upon repurchase, Assignee shall reassign to Assignor all rights previously assigned to Assignee under this Assignment without recourse or any implied or express warranties of any type or nature.

6. ADDITIONAL DOCUMENTS. Assignor has executed and delivered to and for the benefit of Assignee a Uniform Commercial Code Financing Statement (Form UCC-1) concerning the Equipment and Lessor's Rights for filing in the appropriate records of the state where Assignor's place of business is located, or if it has more than one place of business, in the appropriate records of the state where its chief executive office is located. Assignor agrees that it will execute and deliver, and file and record, as appropriate, any document reasonably requested by Assignee to evidence or better perfect its rights under this Assignment.

7. ASSIGNEE'S WARRANTIES AND REPRESENTATIONS. Assignee does hereby warrant and represent to Assignor that: (a) Assignee is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Colorado; (b) the execution and performance of this Assignment by Assignee has been duly authorized by all requisite corporate action; and (c) this Assignment constitutes a valid and binding obligation of Assignee.

8. NOTICES. Any notice, request or other document to be given hereunder by either party to the other shall be in writing and delivered personally or sent by overnight courier capable of providing proof of delivery, to the parties at their respective addresses above, and if to Assignee, then sent to Attn: President; if to Assignor, then sent to Attn: Legal Department. Either party may change the person to be notified or its address by a notice given in accordance with this section.

9. **GOVERNING LAW.** This Assignment shall be governed by and construed in accordance with the substantive and procedural law of the State of Colorado, without regard to its rules regarding conflicts of law. In the event of any litigation to enforce any obligations under this Assignment, the prevailing party shall be entitled to recover its reasonable attorneys fees, costs and expenses incurred in such proceeding.

10. **ENTIRE AGREEMENT.** This Assignment contains the entire agreement of Assignor and Assignee with respect to the transactions contemplated hereby and supersedes all previous discussions, negotiations, commitments and writings. This Assignment cannot be amended except by a writing signed by both parties. This Assignment may be executed in two counterparts, and each such counterpart shall be deemed an original, and both of which together shall constitute one and the same instrument. The signature of any authorized person executing this Assignment, if transmitted by telecopier, shall be as valid and binding as if the signature were original.

11. **SEVERABILITY.** Insofar as possible, each provision of this Assignment shall be interpreted so as to be effective under applicable law; if any provision of this Assignment is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, except if giving effect to such prohibition or invalidity would constitute a material change of the terms of this Assignment taken as a whole, then the parties shall negotiate in good faith to agree on a substitute provision that would give effect to the intent of the parties with respect to the terms of this Assignment taken as a whole.

12. **SUCCESSOR AND ASSIGNS.** This Assignment shall inure to the benefit of and be binding on the successors and assigns of Assignor and Assignee.

13. **INDEMNIFICATION.** Assignor assumes liability for, and hereby agrees to indemnify, protect, defend and hold harmless Assignee, its officers, directors, employees, agents, successors and assigns, from and against any and all liabilities, losses, damages, claims, and expenses (including, attorneys fees and disbursements) of any kind at any time attributable to acts or omissions of Assignor and relating to, arising out of or resulting from (i) the inaccuracy of any representation, warranty or certification made by Assignor in this Agreement or the Lease Documents or (ii) the failure of Assignor to perform any of its obligations in this Assignment or the Lease Documents. Assignee will provide Assignor with prompt notice of any claim or action related to this indemnification.

14. **FURTHER ASSURANCES.** Assignor will execute and deliver to Assignee such other and further instruments or documents as in the judgment of the Assignee may be reasonably required to better effectuate the transactions contemplated hereby.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written and will be governed by and construed in accordance with the laws of the State of Colorado.

ASSIGNOR: Active Solutions, LLC

By: _____

Date: _____

ASSIGNEE: Government Leasing, LLC

By: _____

Tom Wittwer, President

Date: _____

NOTICE OF ASSIGNMENT

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

RE: Municipal Lease and Option Agreement No. 23851 ("Lease Agreement") by and between Active Solutions, LLC and City of Starkville ("Lessee")

Sir/Madam:

Please be advised that Active Solutions, LLC has exercised its right, in accordance with the above described Lease Agreement, and has assigned all of its rights and interest in and to Sixty (60) monthly payments in the amount of \$667.00 each that are payable under the above referenced Lease Agreement, and to the grant of a security interest in the Lease Agreement and the property/equipment leased thereunder, and the right to receive payments thereunder to **Government Leasing, LLC** ("Assignee"). Such assignment does not include any obligation of the Lessor to perform under the provisions of the Lease Agreement, which obligations are retained by Active Solutions, LLC.

All payments now becoming due under the Agreement are now to be made to the Assignee at the following address:

Government Leasing, LLC
830 Tenderfoot Hill Rd. Ste 301
Colorado Springs, CO 80906

Please acknowledge your receipt of this assignment information, and your understanding of the payments becoming due under the Lease Agreement being made directly to the Assignee by the signature of a duly authorized official of your organization in the space provided below.

Sincerely,
Active Solutions, LLC.

Acknowledged:
City of Starkville

(signature)

(signature)

(typed/printed name)

(typed/printed name)

(title)

(title)

(date)

(date)

Limited Power of Attorney

TO: Government Leasing, LLC
830 Tenderfoot Hill Rd. Ste 301
Colorado Springs, CO 80906

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

RE: Municipal Lease and Option Agreement No. 23851 ("Agreement") by and between Active Solutions, LLC and City of Starkville ("Lessee")

With respect only to checks received by Government Leasing, LLC ("Assignee") from the City of Starkville, the Lessee, for the above-referenced Agreement and made payable to the Vendor, said Vendor hereby authorizes the Assignee, to deposit such funds into any bank account maintained by the Assignee.

This Limited Power of Attorney shall continue until all Agreement payments have been received from the Lessee by the Assignee or until the Equipment covered by the Agreement is bought-out, whichever is earlier. The Vendor hereby acknowledges and agrees that when Assignee is acting in reliance upon this Limited Power of Attorney, Vendor shall have no right to inquire into, monitor or in any way control, or require Assignee to account for its withdrawal, use, disbursement or other handling by Assignee of funds deposited pursuant to this Limited Power of Attorney.

By: _____

Dated: _____

Name: _____

Title: _____

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

(notary signature)

Subscribed and sworn to before me, this
_____ day of _____, 20____.

Witness my hand and official seal.

Lease No.: 23851
Lessee: City of Starkville MS

LESSEE'S INSTRUCTIONS
Required For Municipal Lease and Option Transactions

In order to complete the lease transaction described above, the Lessee must complete, sign and return each of the documents identified and must attach each of the documents identified as documents to be provided by Lessee. Lessee must INITIAL ANY CHANGE ADDITION OR DELETION in any of the documents. Documents not marked are not required for this transaction.

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

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

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

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

Upon execution of these documents, please make copies for your records and forward all of the ORIGINAL documents to

**Government Leasing, LLC
830 Tenderfoot Hill Rd, Ste 301
Colorado Springs, CO 80906**

MUNICIPAL LEASE AND OPTION AGREEMENT

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

Agreement No.: 23851

LESSEE: City of Starkville

110 West Main Street
Starkville, MS 39759
Attention: Mr. Robert Camp
(662) 418-5943 Fax:

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

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

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

5 Surveillance Cameras and sensors more thoroughly described in Exhibit A

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

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

EQUIPMENT COST – TERM – PAYMENTS

LEASE TERM	60 Months (includes interest, see Section 5.02).
PAYMENTS	Sixty (60) payments in the amount of \$667.00 each with the first payment due upon the Lessee's written acceptance of the leased Equipment and each remaining payment due monthly thereafter as provided in Payment Schedule
TOTAL AMOUNT FINANCED	\$34,061.48 – Includes no sales tax, any and all additional taxes will be the sole responsibility of Lessee.
PURCHASE OPTION AMOUNT	Purchase Option is \$1.00 after timely making all payments.

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

TERMS AND CONDITIONS

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

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

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

ARTICLE II: DEFINITIONS.

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

"Agreement" means this Municipal Lease and Option Agreement.

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

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

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

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

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

ARTICLE III: COMMENCEMENT OF LEASE TERM.

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

ARTICLE IV: INSPECTION.

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

ARTICLE V: LEASE PURCHASE PAYMENTS.

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

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

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

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

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

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

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

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

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

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

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

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

ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

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

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

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

Section 9.01 Disclaimer of Warranties. (Reserved)

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

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

ARTICLE X: EARLY OPTION TO PURCHASE.

Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment at the end of each month, or Payment due date as established by the Commencement Date, for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

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

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

Section 11.03 Additional Covenants. (Reserved)

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

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

- A. Failure by Lessee to pay any Lease Purchase Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee, specifying such failure and requesting that it be remedied unless Lessor shall agree in writing to an extension of such time prior to its expiration provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

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

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

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII: MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 7.03 of this Agreement either:

1. We have instructed the following insurance agent:

(insert name, address and telephone number)

to issue to you:

- a. All Risk Physical Damage Insurance on the leased Equipment properly reflected by an Evidence of Insurance and Long Form Loss Payable Clause (Acord Form 27 or its equivalent) naming Lessor designated above and/or its Assigns as an additional insured and loss payee, and

- b. Public Liability Insurance reflected by an Evidence of Insurance (Acord Form 27 or its equivalent) naming Lessor and/or its assigns as an additional insured and loss payee; or
2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

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

City of Starkville

Date: _____

By _____ (Authorized Official)

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentlemen:

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

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

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

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

City of Starkville

Date: _____

By _____ (Authorized Official)

ACCEPTED BY:

LESSOR: Active Solutions, LLC

By: _____
Name: _____
Title: _____

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

LESSEE: City of Starkville

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

EXHIBIT A
DETAILED EQUIPMENT DESCRIPTION AMENDMENT
MUNICIPAL LEASE AND OPTION AGREEMENT NO. 23851
ACTIVE SOLUTIONS, LLC ("LESSOR")
CITY OF STARKVILLE ("LESSEE")
DATED: _____

The parties to the Agreement identified above have agreed to the following additions, deletions and/or modifications. To the extent that the provisions of this Amendment conflict with, modify, or supplement the terms of the Agreement, the provisions contained in this Amendment shall prevail and control. The other terms and provisions of the Agreement shall continue to be effective. This Amendment shall be a part of the Agreement and is hereby incorporated therein.

The description of the Equipment in the Agreement is amended and restated to include the following specifically described equipment:

QTY	DESCRIPTION
5	Active Solutions SafeCity Enclosure
	<i>Includes power and surge requirements, brackets/mounts, remote reboot module, programmable strobe lighting package and onboard camera storage (128GB Surveillance Grade SD Card) in a weatherproof enclosure. Enclosure will accommodate the MaxxSouth hardware.</i>
3	8MP 180 Degree Full HD Dome Camera - Multi Sensor
2	Flexible multisensor fixed camera with four 1080p sensors.
5	25' Length - Cable with photo sensor fits standard street light power base
5	Installation - Unpacking - Assembly
	<i>Site Inspections/Prep - Onsite & Remote</i>
18	Installation - Unpacking - Assembly
	<i>Camera Unpacking & Assembly</i>
25	Installation - Unpacking - Assembly
	<i>Camera Installations/Remote Support</i>
25	Initial Camera/Software Programming & Configuration
8	Project Management
5	Axis Camera Station - Camera License - One Time License
3.00 %	Maintenance and Support - 1 Year
	Based On Percentage of System Price

LESSOR: Active Solutions, LLC

By: _____ Date: _____

LESSEE: City of Starkville

By: _____ Date: _____
Authorized Signature

Printed Name: _____ Title: _____

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Municipal Lease and Option Agreement No. 23851 ("Agreement") between Active Solutions, LLC ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

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

General Equipment Description: 5 Surveillance Cameras and sensors more thoroughly described in Exhibit A

Equipment Serial No(s). _____
(Please use attachments if necessary)

LESSEE: City of Starkville

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

Title: _____

Attested by: _____
(Signer of Agreement)

Title: _____

ACTUAL EQUIPMENT ACCEPTANCE DATE: _____

Government Leasing, LLC

1-800-822-8070

Municipal Lease Program

Number: 23851
Lessee: City of Starkville
Vendor: Active Solutions, LLC
Equipment: 5 Surveillance Cameras and sensors more thoroughly described in Exhibit A

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

Accepted by: _____
Printed Name: _____
Title: _____
Date Accepted: _____

Compound Period: Monthly

Equipment Cost:	\$34,061.48
+Sales Tax Amt:	\$0.00
-Down Pmt to Vendor:	\$0.00
-Trade-In Allowance:	\$0.00
=Net Equipment Cost:	\$34,061.48
+Down Pmt to GLC:	\$0.00
+Oth Lease Buy-Out:	\$0.00
+Financed Maint Amt:	\$0.00
=Lease Amount:	\$34,061.48

First payment due upon the Lessee's written acceptance of the leased Equipment and each remaining payment due monthly thereafter

Payment Schedule

Payment #	Payment	Interest	Principal
1	667.00	-	667.00
2	667.00	188.39	478.61
3	667.00	185.69	481.31
4	667.00	182.98	484.02
5	667.00	180.25	486.75
6	667.00	177.50	489.50
7	667.00	174.74	492.26
8	667.00	171.96	495.04
9	667.00	169.17	497.83
10	667.00	166.36	500.64
11	667.00	163.54	503.46
12	667.00	160.70	506.30
13	667.00	157.84	509.16
14	667.00	154.97	512.03
15	667.00	152.08	514.92

16	667.00	149.17	517.83
17	667.00	146.25	520.75
18	667.00	143.31	523.69
19	667.00	140.36	526.64
20	667.00	137.39	529.61
21	667.00	134.40	532.60
22	667.00	131.40	535.60
23	667.00	128.38	538.62
24	667.00	125.34	541.66
25	667.00	122.28	544.72
26	667.00	119.21	547.79
27	667.00	116.12	550.88
28	667.00	113.01	553.99
29	667.00	109.88	557.12
30	667.00	106.74	560.26
31	667.00	103.58	563.42
32	667.00	100.40	566.60
33	667.00	97.21	569.79
34	667.00	93.99	573.01
35	667.00	90.76	576.24
36	667.00	87.51	579.49
37	667.00	84.24	582.76
38	667.00	80.95	586.05
39	667.00	77.65	589.35
40	667.00	74.32	592.68
41	667.00	70.98	596.02
42	667.00	67.61	599.39
43	667.00	64.23	602.77
44	667.00	60.83	606.17
45	667.00	57.41	609.59
46	667.00	53.97	613.03
47	667.00	50.52	616.48
48	667.00	47.04	619.96
49	667.00	43.54	623.46
50	667.00	40.02	626.98
51	667.00	36.49	630.51
52	667.00	32.93	634.07
53	667.00	29.35	637.65
54	667.00	25.76	641.24
55	667.00	22.14	644.86
56	667.00	18.50	648.50
57	667.00	14.84	652.16
58	667.00	11.16	655.84
59	667.00	7.46	659.54
60	667.00	3.74	663.26

**INCUMBENCY CERTIFICATE
MUNICIPAL LEASE AND OPTION AGREEMENT NO. 23851
ACTIVE SOLUTIONS, LLC ("LESSOR")
CITY OF STARKVILLE ("LESSEE")**

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

for City of Starkville , hereby certify that:

(Signature of Signer of Lease)

(Print Name of Signer of Lease)

(Title of Signer of Lease)

of City of Starkville , has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Lease and Option Agreement No. 23851, for Equipment described therein and that the signature shown is his or her signature.

LESSEE: City of Starkville

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

Printed Name: _____ Title: _____

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

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

PURCHASE ORDER

DATE _____

PURCHASE ORDER NO. _____

AGENCY ISSUING PURCHASE ORDER ("LESSEE"):

City of Starkville
110 West Main Street
Starkville, MS 39759
(662) 418-5943

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

SHIP

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

QUANTITY ORDERED	EQUIPMENT DESCRIPTION	TOTAL PRICE
1	Equipment Description: Serial No. _____ [DESCRIBE EACH ITEM OF EQUIPMENT]	\$34,061.48

Lessee anticipates entering into a Municipal Lease and Option Agreement (the "Agreement") with Active Solutions, LLC ("Lessor") concerning the Equipment described above. Upon execution and delivery of the documents required by the Lessor and acceptance of the Equipment, the rights and obligations of the Lessee under this purchase order shall be deemed assigned to Lessor who will assume and agree to pay the obligations described herein (within 10 days after Lessor receives all required documentation) and upon such assignment, Lessee shall make 60 payments to Lessor, with (i) 1 Advance Payment(s) of \$667.00, and (ii) the remaining amounts payable in Monthly payments of \$667.00 as described in the Agreement.

APPROVING SIGNATURE

(Director of Purchasing)

(Authorized Personnel)

Form **8038-GC**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**► **Under Internal Revenue Code section 149(e)**

OMB No. 1545-0720

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

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name City of Starkville		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address) 101 East Lumpkin		Room/suite	
4 City, town, or post office, state, and ZIP code Starkville, MS 39759		5 Report number (For IRS Use Only) 	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐																									
8a Issue price of obligation(s) (see instructions) b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► _____ 9 Amount of the reported obligation(s) on line 8a that is: a For leases for vehicles b For leases for office equipment c For leases for real property d For leases for other (see instructions) Safecity cameras. e For bank loans for vehicles f For bank loans for office equipment g For bank loans for real property. h For bank loans for other (see instructions) i Used to refund prior issue(s) j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank) k Other 10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐ 11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐ 12 Vendor's or bank's name: Government Leasing, LLC 13 Vendor's or bank's employer identification number: 4 6 2 8 2 2 7 3 4	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;">8a</td><td></td></tr> <tr><td style="height: 40px;">9a</td><td></td></tr> <tr><td style="height: 20px;">9b</td><td></td></tr> <tr><td style="height: 20px;">9c</td><td></td></tr> <tr><td style="height: 20px;">9d</td><td style="text-align: right;">34,061</td></tr> <tr><td style="height: 20px;">9e</td><td></td></tr> <tr><td style="height: 20px;">9f</td><td></td></tr> <tr><td style="height: 20px;">9g</td><td></td></tr> <tr><td style="height: 20px;">9h</td><td></td></tr> <tr><td style="height: 20px;">9i</td><td></td></tr> <tr><td style="height: 20px;">9j</td><td></td></tr> <tr><td style="height: 20px;">9k</td><td></td></tr> </table>	8a		9a		9b		9c		9d	34,061	9e		9f		9g		9h		9i		9j		9k	
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Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.				
	Signature of issuer's authorized representative	Date	Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	Firm's name ►			Firm's EIN ►	
	Firm's address ►			Phone no.	

General Instructions

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

What's New

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

Purpose of Form

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

Who Must File

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

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

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

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

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

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

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

When To File

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

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

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

Where To File

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

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

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

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

Other Forms That May Be Required

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

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

Rounding to Whole Dollars

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

Specific Instructions

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

Part I—Reporting Authority

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

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

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

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

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

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

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

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

Part II—Description of Obligations

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

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

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

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

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

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

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

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

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

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

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

Signature and Consent

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

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

Paid Preparer

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

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

The paid preparer must:

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

Paperwork Reduction Act Notice

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

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

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

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

Preparing the form 2 hr., 22 min.

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

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

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

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

**TO: Accounts Payable
City of Starkville
110 West Main Street
Starkville, MS 39759**

CONSOLIDATED PAYMENT INVOICE

Date of Invoice: 12/11/2019

Lease Number: 23851

Equipment Description: 5 Surveillance Cameras and sensors more thoroughly described in Exhibit A

Total Amount Due: \$667.00

When Payment is Due: On Written Acceptance of the leased Equipment

Make Check Payable to:

**Government Leasing, LLC
830 Tenderfoot Hill Rd, Ste 301
Colorado Springs, CO 80906**



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: January 21, 2020
PAGE: 1 of 4

SUBJECT: Consideration of selection of Fred Tate for concessions services in the Parks and Recreation Department, the sole bidder.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

Bid of \$1,520.00 by Fred Tate, the sole bidder.

AUTHORIZATION HISTORY: Current agreement with Fred Tate expires December 31.

**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 selection of Fred Tate for concessions services in the Parks and Recreation Department.

Untitled
I Fred Tate bid
1,520
Starkville Parks
concession.

Fred Tate 2201
hwy 25
Starkville Ms
39759
fredtate14@yahoo.
com

RECEIVED

JAN 09 2019

From

Fred Tate

662-769-9733

Email: fredtate14@yahoo

**LEASE AGREEMENT
CONCESSION STANDS**

between

**STARKVILLE PARKS AND RECREATION
and**

This agreement made and entered into this 21st day of January, 2020 by and between the Starkville Parks and Recreation Department, hereinafter called “SPRD” and Fred Tate, hereinafter called the “Lessee”, both of which understands the follows:

WHEREAS, the “SPRD” is the owner of the 5 concession stands located at the Sportsplex and McKee Park;

WHEREAS both parties agree that the function of the buildings is to:

- provide well prepared snacks and meals for visitors and spectators to the area
- provide a clean and pleasant atmosphere for visitors and spectators to the area

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

The “SPRD” agrees to:

1. Pay for general maintenance of the concession stand; both interior and exterior.
2. Provide the following equipment that is presently within the buildings:

Youth

- 1 refrigerator
- 1 upright drink cooler
- 1 flat drink cooler
- 1 freezer
- 1 popcorn machine
- 1 grill
- 1 hotdog roller
- 1 bun warmer
- 1 nacho cheese warmer
- 1 ice machine
- 1 coffee maker
- 1 chip warmer

Gym (Inside Multipurpose Facility)

- 2 flat drink coolers
- 1 grill
- 1 refrigerator
- 1 hotdog roller
- 1 popcorn machine

Adult

- 1 refrigerator
- 2 standup drink coolers
- 1 freezer
- 1 popcorn machine
- 1 grill
- 1 hotdog roller
- 1 bun warmer
- 1 nacho warmer

McKee Park

- 1 freezer

- 2 standup coolers
 - 1 flat cooler
 - 1 grill
3. Provide water/electrical service to be supplied to all concession stands.

The “Lessee” agrees to:

1. Be responsible for general clean up and tidiness in and around the concession stands on an ongoing basis. (Lessee can leave garbage bags/boxes outside the door of the concession stand and SPRD will pick them up the next day).
2. Assume responsibility for operation commencing the date of execution and continuing through December 31, 2020. The Lessee will notify the Park Office if the Concession Stand will not be open during its regular scheduled times and post a sign at the site indicating the same.
3. Relinquish the concession stand when other parties lease out the concession stand due to tournament, other events, etc... The “lessee” agrees to empty all of their goods, so that the other party can occupy the stand on the day before their event begins.
4. Concession Stands must be filled one hour before game time, no vehicles are allowed after that time.

Parks and Recreation – City of Starkville
Per:

Gerry Logan, Executive Director

Lessee



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: January 21, 2020
PAGE: 1 of 27

SUBJECT: Consideration of the approval of the facility use agreement with Crosspoint Church for use of Travis Outlaw Gymnasium.

AMOUNT & SOURCE OF FUNDING: None

FISCAL NOTE:

AUTHORIZATION HISTORY: None

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of the Facility Use Agreement with Crosspoint Church for use of Travis Outlaw Gymnasium.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **CROSSPOINT CHURCH**, herein after 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 the Travis Outlaw Gymnasium, located at 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the "Facility" for the purposes of church services. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are subject to change at the discretion of the City. Any changes shall be communicated at least thirty (30) days in advance.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

- (a)** Total fee of \$400 per use, paid on a monthly basis (\$1,600 on months where there are four Sundays, \$2,000 on months where there are five Sundays).

1.04 The User agrees that it will be solely responsible for the following items:

- (a)** Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility
- (b)** Picking up all litter from Facility, including all meeting rooms, aerobics room and gymnasium, prior to leaving and after each use of the Facility
- (c)** Paying for all damages related to and arising out of use of the Facility by the User
- (d)** Installation and removal of the basketball floor cover before and after each use of the facility
- (e)** Ensuring all organization representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Maintaining the facility properly to include regular inspection of all structures including doors and windows, replacing air filters and all other necessary maintenance required to keep the facility at a proper temperature, and any other maintenance needed to ensure public safety and proper use of the facility.

(b) Cleaning and stocking of restrooms

(c) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from failure to adhere to these rules.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.09 The User acknowledges decisions regarding facility usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or

volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City **before** any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

The City will issue key(s) to the User for and during the use of the Facility. The keys 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.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its members,

employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted on an annual basis and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

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

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

CROSSPOINT CHURCH

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF STARKVILLE

By:_____

Mayor

Date:_____



MSSTACA-01

SLONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2020

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 James Greene & Associates, Inc. 275 West Kiehl Ave Sherwood, AR 72120	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 422-3384	FAX (A/C, No): (800) 604-1401	
	E-MAIL ADDRESS: customerservice@jamesgreeneins.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Brotherhood Mutual Insurance		13528
INSURED Crosspoint, A Southern Baptist Church 903 Stark Rd. Starkville, MS 39759	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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	X	COMMERCIAL GENERAL LIABILITY			23M5A0411914	5/1/2019	5/1/2020	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE ☒ OCCUR	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 3,000,000
	X	POLICY ☐ PRO-JECT ☐ LOC						HIRED NON OWNED	\$ 1,000,000
	OTHER:								
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per person)	\$
		HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB ☐ OCCUR ☐						EACH OCCURRENCE	\$
		EXCESS LIAB ☐ CLAIMS-MADE ☐						AGGREGATE	\$
		DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N							E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Starkville is an additional insured on policy #23M5A0411914, in relation to Church services at 405 Lynn Lane.

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 <i>David Caudle</i>



MinistryFirstSM Commercial Multi-Peril Insurance Coverage Summary

These are your policy's Declarations.

Amended Effective Date: 01/25/2019

See Policy Change History

CROSSPOINT A SOUTHERN BAPTIST CHURCH

903 Stark Rd
Starkville, MS 39759-3549

Policy Number 23M5A0411914

Brotherhood Mutual Insurance Company

Print Date: January 30, 2019

Policy Period: 05/01/2018 to 05/01/2021 at 12:01 a.m.

800-422-3384

**James Greene & Associates Inc 2301-036
Dba Church Insurers**

275 W Kiehl
Sherwood, AR 72120-2815

Contact your agent with your customer service questions, including updating your policy or reporting a claim.

www.brotherhoodmutual.com/payonline

For your convenience, you can make premium payments online.

NAMED INSURED	CROSSPOINT A SOUTHERN BAPTIST CHURCH
POLICY NUMBER	23M5A0411914
POLICY PERIOD	05/01/2018 to 05/01/2021 at 12:01 a.m.

Key Facts About Your Policy

These Declarations replace your previous ones. Your policy's Declarations contain a summary of the coverage contained in the insurance policy. Your policy contains a full explanation of your coverage.

AGREEMENT: In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance stated in the policy.

TYPE OF ORGANIZATION: Church Institution

FORM OF ORGANIZATION: Corporation

Policy Overview

COVERAGE DESCRIPTION	DETAILS	COVERAGE DESCRIPTION	DETAILS
Property Coverage	Page 2 - 5	Terrorism Premium	\$51 (See Notice Form BN6025A-D 3.1 for details)
Inland Marine Coverage	Page 6 - 6		
Liability Coverage	Page 7 - 13		
Excess Liability Coverage	Page 14 - 14		

Policy Premium Overview

This premium is subject to adjustment at each anniversary. This premium is subject to adjustment due to premium audit provision.

ANNUAL PREMIUM: \$5,828.00

PAYMENT SCHEDULE: See invoice.

Common Policy Forms

FORM	FORM NAME	FORM	FORM NAME
CL100 1.0	Common Policy Conditions	CL300 1.0	Amendatory Endorsement
CP1 1.0	Table of Contents	BCP100 4.0	Commercial Property Coverage Conditions
GL100 1.0	Commercial Liability Coverage	BCL301 1.0	Form Number Reference
BN11A 1.2	Customer Notice: Value-Added Benefits	CL0206 01 01	Amendatory Endorsement Mississippi
BN1B 1.0	Notice Of Payment-Related Charges	BCL100 1.1	Additional Policy Conditions
G132 10 06	Notice To Policyholders	BN6025A-D 3.1	Notice Terrorism-Related Loss



NAMED INSURED

CROSSPOINT A SOUTHERN BAPTIST
CHURCH

POLICY NUMBER

23M5A0411914

POLICY PERIOD

05/01/2018 to 05/01/2021 at 12:01 a.m.

Property Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

Property Coverage Details

PROPERTY DEDUCTIBLE \$1,000
GLASS DEDUCTIBLE \$1,000

Schedule of Locations

LOCATION #	DESCRIPTION	ADDRESS
0201	Church	405 Lynn Ln Starkville, MS 39759-4412
0301	Church Office	903 Stark Rd Starkville, MS 39759-3549

Schedule of Buildings and Personal Property

CHURCH		405 Lynn Ln Starkville, MS 39759-4412					LOCATION 0201	
COVERAGE DESCRIPTION (INCL. TYPE OF PROPERTY)	COVERAGE LIMIT	COINSURANCE	EQ DED	VALUATION TYPE	AUTO INCR	PERIL TYPE	FORM	
Personal Property	\$23,000	Agreed Amount	N/A	Replacement Cost	4%	Special with Theft	BCP85 4.0	

CHURCH OFFICE		903 Stark Rd Starkville, MS 39759-3549					LOCATION 0301	
Mortgagee	Mortgagee Heritage Bank & Trust Loan#41018494						PO Box 1970 Columbia, TN 38402-1970	
Mortgagee	Rmr Investment Company LLC						PO Box 671 Dyersburg, TN 38025-0671	
COVERAGE DESCRIPTION (INCL. TYPE OF PROPERTY)	COVERAGE LIMIT	COINSURANCE	EQ DED	VALUATION TYPE	AUTO INCR	PERIL TYPE	FORM	
Building	\$605,000	Agreed Amount	N/A	Replacement Cost	0%	Special with Theft	BCP85 4.0	
Earthquake including Masonry Veneer	\$605,000	Agreed Amount	10%	Replacement Cost	No	N/A	BCP89 4.1	
Personal Property	\$106,000	Agreed Amount	N/A	Replacement Cost	4%	Special with Theft	BCP85 4.0	
Earthquake	\$106,000	Agreed Amount	10%	Replacement Cost	4%	N/A	BCP89 4.1	



NAMED INSURED CROSSPOINT A SOUTHERN BAPTIST CHURCH
 POLICY NUMBER 23M5A0411914
 POLICY PERIOD 05/01/2018 to 05/01/2021 at 12:01 a.m.

Property Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

Schedule of Additional Coverages: All Locations

The policy's property deductible applies to each of these coverages. Details are found on the Commercial Property Coverages BCP12B 4.1 form.

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Property Off Premises	\$50,000+	\$1,000	BCP12B 4.1
Owned Personal Property-Parsonage	\$10,000	\$1,000	BCP12B 4.1
Building/Personal Property - Newly Acquired/Constructed	\$2,000,000++	\$1,000	BCP12B 4.1
Outside Objects and Structures	\$20,000/category, \$30,000 Total	\$1,000	BCP12B 4.1
For any one tree, shrub, or plant	\$2,000	\$1,000	BCP12B 4.1
Each loss caused by wind	\$5,000	\$1,000	BCP12B 4.1
Other Structures	\$15,000	\$1,000	BCP12B 4.1
Owned Personal Property - Dwellings	5% of dwelling value	\$1,000	BCP12B 4.1
Contents - Buildings and Structures Described on the Declarations	\$15,000+++	\$1,000	BCP12B 4.1
Trailers	\$10,000	\$1,000	BCP12B 4.1
Vehicle Equipment and Accessories	\$25,000	\$1,000	BCP12B 4.1
Money and Securities	\$5,000 (Loss from specified perils only. Doubled on specified holidays)	\$1,000	BCP12B 4.1
Spoilage	\$10,000	\$1,000	BCP12B 4.1
Damage to Buildings and Personal Property from Animals	\$2,500 (Except types of damage excluded in policy form)	\$1,000	BCP12B 4.1
Building Glass	Included; no per pane or per plate limits	\$1,000	BCP12B 4.1
Temporary Emergency Coordination/Shelter Operation Clean-Up	\$50,000 for clean-up costs	\$1,000	BCP12B 4.1

+ If the loss resulted from a covered peril and the property is off premises for no longer than 180 days.

++ Coverage applies for 180 days from the time construction begins or the new property is acquired.

+++ Only applies if the limit of insurance shown for the structure is no more than \$15,000 and there is no limit of Organizational Personal Property shown on the declarations for the structure.

The policy's property deductible does not apply to the following coverages. Details are found on the Commercial Property Coverages BCP12B 4.1 form.

COVERAGE DESCRIPTION	COVERAGE LIMIT	FORM
Debris Removal Expense - Partial or Total Loss	Partial Loss: Remaining Limit for Covered Property - Total Loss: \$25,000	BCP12B 4.1
Emergency Removal	Coverage applies up to 30 days after property is first moved	BCP12B 4.1
Fire Department Service Charges	\$50,000	BCP12B 4.1
Fire Extinguisher Recharge	\$50,000 if recharged within 30 days	BCP12B 4.1
Pollutant Clean-Up and Removal	\$10,000 (annual aggregate)*	BCP12B 4.1
Installed Lock Recalibration	\$10,000 if recalibrated within 10 days	BCP12B 4.1
Arson Reward	\$20,000**	BCP12B 4.1
Papers and Records (including electronic data)	\$50,000	BCP12B 4.1
Personal Property Owned by Others (non-clergy)	\$2,500 per person/\$25,000 maximum (excess)***	BCP12B 4.1
Personal Property Owned by Clergy	\$30,000 (excess)***	BCP12B 4.1
Theft or Vandalism Reward	\$5,000**	BCP12B 4.1

* If the loss resulted from a covered peril and was reported within 180 days.

** Or the amount paid to the insured as a result of the direct loss, if less than the limit stated above.

*** Additional limits are available



NAMED INSURED

CROSSPOINT A SOUTHERN BAPTIST
CHURCH

POLICY NUMBER

23M5A0411914

POLICY PERIOD

05/01/2018 to 05/01/2021 at 12:01 a.m.

Property Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

Optional Coverages: All Locations

Combined Ordinance or Law Enforcement Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Increased Building Loss (Ord & Law A)	\$350,000	\$1,000	BCP138B 1.1
Increased Debris Removal (Ord & Law B)	\$100,000	\$1,000	BCP138B 1.1
Increased Cost of Construction (Ord & Law C)	\$100,000	\$1,000	BCP138B 1.1

Organizational Optional Theft Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Theft of Money & Securities (Thft M & S)	\$5,000	\$250	BCP36 4.1
Theft of Building Materials (Thft Bldg Mtls)	\$5,000	\$250	BCP36 4.1
Theft by Electronic Means (Thft Elec Means)	\$1,000	\$250	BCP36 4.1

Ministry Personnel Dishonesty Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Personnel Dishonesty Coverage	\$25,000	N/A	BCP37A 4.0

Income, Extra Expense, and Donations Coverage Part

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Earnings and Expenses	\$50,000	N/A	BCP71 1.1
Loss of Donations	\$10,000	N/A	BCP71 1.1
Extra Expense	\$100,000	N/A	BCP71 1.1

Water Damage Coverage Part

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Water Damage	\$2,500	\$1,000	BCP25 4.1

Sewer and Drain Backup Extension

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Sewer/Drain Backup Extension	See Building/Personal Property Limit	\$1,000	BCP135 4.1

Systems / Equipment Breakdown Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Systems/Equipment Breakdown Coverage	Building/Personal Property Limit	\$1,000	BSEB100 4.1



NAMED INSURED CROSSPOINT A SOUTHERN BAPTIST
CHURCH
POLICY NUMBER 23M5A0411914
POLICY PERIOD 05/01/2018 to 05/01/2021 at 12:01 a.m.

Property Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

Other Optional Coverages

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Certified and Non-Certified Terrorism Loss	\$734,000	\$1,000	BCL0600 3.0
Interior Building Damage Coverage-Including Gutters/ Downspouts Coverage	\$734,000	\$1,000	BCP49 4.0
Rented Personal Property of Others	\$10,000	\$1,000	BCP12B 4.1

Additional Property Forms

FORM	FORM NAME
BCP0643 01 08	Exclusion - War and Military Action
BCP88 4.0	Earth Movement & Volcanic Eruption Excl
BN15 1.0	Notice To Mortgagee
CP0171 10 08	Exclusion Water Damage
CP111 1.0	Automatic Increase
EX0651 2.3	NBC Terrorism Exclusion

FORM	FORM NAME
BCP500 4.0	Loss-Free Ded Reduction Endorsement
BN12V 1.0	Notice Regarding Building Valuation
BN2567 1.0	Notice Water Damage/Flood Coverage
CP0172 09 06	Amendatory Endorsement Mississippi
CL1630 06 06	Conditional Terrorism Exclusion



NAMED INSURED CROSSPOINT A SOUTHERN BAPTIST CHURCH
POLICY NUMBER 23M5A0411914
POLICY PERIOD 05/01/2018 to 05/01/2021 at 12:01 a.m.

Inland Marine Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

Schedule of Inland Marine Coverages: All Locations

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Computer Data and Media	\$5,000	\$1,000	BIM7201 4.0
Virus, Hacking, Input Error	\$5,000	\$1,000	BIM7201 4.0



NAMED INSURED

CROSSPOINT A SOUTHERN BAPTIST
CHURCH

POLICY NUMBER

23M5A0411914

POLICY PERIOD

05/01/2018 to 05/01/2021 at 12:01 a.m.

Liability Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11MS 4.0).

Key Liability Coverage Facts: Schedule of Limits

GENERAL OCCURRENCE LIMIT	\$1,000,000
GENERAL AGGREGATE LIMIT	\$3,000,000

Principal Liability Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Bodily Injury/Property Damage Liability (L)	\$1,000,000*	\$3,000,000*	GL100 1.0
Medical Payments (M)	\$10,000*+	\$3,000,000*	GL100 1.0
Products/Completed Work (N)	\$1,000,000*	\$3,000,000*	GL100 1.0
Fire Legal Liability (O)	\$1,000,000*	\$3,000,000*	BGL951 3.0

Supplemental Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Incidental Contractual Liability	\$1,000,000*	\$3,000,000*	GL100 1.0
Incidental Medical Malpractice	\$1,000,000*	\$3,000,000*	GL100 1.0
Mobile Equipment	\$1,000,000*	\$3,000,000*	GL100 1.0

Additional Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Membership Emotional Injury Liability Coverage	\$1,000,000*	\$3,000,000*	BGL51 4.0
Nursery/Child Care Corporal Punishment Liability	\$1,000,000*	\$3,000,000*	BGL51 4.0
Supervision-Related Emotional Injury Liability Coverage	\$1,000,000*	\$3,000,000*	BGL51 4.0
Food Preparation Liability Coverage	\$1,000,000*	\$3,000,000*	BGL51 4.0
Privacy Violation Liability Coverage	\$1,000,000*	\$3,000,000*	BGL51 4.0
Damage To Property Of Others Coverage	\$1,000,000*	\$3,000,000*	BGL51 4.0
Not in Your Control	\$1,000*+	\$3,000,000*	BGL51 4.0
In Your Control	\$2,500*+	\$3,000,000*	BGL51 4.0
Prosthetic Devices	\$500*+	\$3,000,000*	BGL51 4.0
Incidental Camper Medical Coverage	\$10,000*	\$3,000,000*	BGL51 4.0
Additional Incidental Contractual Liability Coverage	\$1,000,000*	\$3,000,000*	BGL51 4.0

Defense Coverage

Applies in addition to the liability limit unless otherwise specifically stated in an applicable coverage form.

Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.
+ per person limit

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11MS 4.0).

Counseling Acts Professional Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Counseling Acts Liability Coverage	\$1,000,000*	\$3,000,000*	BGL63MS 4.1
Outside Counseling Reimbursement Coverage	\$5,000+	\$3,000,000*	BGL63MS 4.1

Cyber Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Computer Use Liability Coverage	\$1,000,000*	\$3,000,000*	BGL87MS 4.1
Electronic Commerce Liability Coverage	\$1,000,000*	\$3,000,000*	BGL87MS 4.1
Data Breach Liability Coverage	\$1,000,000*	\$3,000,000*	BGL87MS 4.1
Outsourced IT Liability Coverage	\$1,000,000*	\$3,000,000*	BGL87MS 4.1
Special Reimbursement Coverage (Data Breach Rectification Costs)	\$250,000	\$250,000	BGL87MS 4.1
Special Reimbursement Coverage (Electronic Discovery Costs)	\$100,000	\$100,000	BGL87MS 4.1
Special Defense Coverage (Subpoenas, Regulatory Actions and Injunctive	\$100,000	\$100,000	BGL87MS 4.1

Defense Reimbursement Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Legal Liability Defense Reimbursement Coverage	See Form BGL89	See Form BGL89	BGL89MS 4.1

Directors and Officers Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Directors and Officers (Leadership) Liability Coverage	\$1,000,000*	\$3,000,000*	BGL81B 4.1

Employment Practices ("Employment Pract") Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Employment-Related Liability Coverage	\$500,000*	\$1,500,000*	BGL85MS 4.1

Fire Legal/Nonowned Property Damage Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Nonowned Property Damage Liability Coverage	\$1,000,000*	\$3,000,000*	BGL951 3.0
Additional Incidental Contractual Liability Coverage	\$1,000,000*	\$3,000,000*	BGL951 3.0

* Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.
 + per person limit



NAMED INSURED CROSSPOINT A SOUTHERN BAPTIST CHURCH
POLICY NUMBER 23M5A0411914
POLICY PERIOD 05/01/2018 to 05/01/2021 at 12:01 a.m.

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11MS 4.0).

Media Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Personal Injury Liability Coverage (Media/Communications Activity)	\$1,000,000*	\$3,000,000*	BGL41MS 1.0
Personal Injury Liability Coverage (Personal Violations)	\$1,000,000*	\$3,000,000*	BGL41MS 1.0
Personal Injury Liability Coverage (Unauthorized Access/Posting)	\$1,000,000*	\$3,000,000*	BGL41MS 1.0
Special Defense Coverage (Alleged Intentional Acts)	\$1,000,000*	\$3,000,000*	BGL41MS 1.0

Medical Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Religious Athletic Medical Coverage	\$10,000*+	\$3,000,000*	BGL91 4.0

Nonowned Vehicle Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Nonowned Vehicle Liability Coverage	\$1,000,000*	\$3,000,000*	BGL71B 4.0
Defense Coverage: Authorized Operator	\$1,000,000*	\$3,000,000*	BGL71B 4.0
Rental Vehicle Physical Damage Coverage	\$60,000 per vehicle, \$500 deductible	\$120,000*	BGL71B 4.0
Nonowned Vehicle Medical Payments Extension	\$10,000*+	\$150,000*	BGL71B 4.0
Loss of Use Coverage	\$1,500 per vehicle	\$3,000*	BGL71B 4.0
Trip Occupant Coverage	\$1,000*+	\$3,000,000*	BGL71B 4.0
Damage to Property of Others	\$1,000*	\$3,000,000*	BGL71B 4.0
Nonowned Vehicle Deductible Reimbursement Coverage	\$1,000*	\$3,000,000*	BGL71B 4.0

Other Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Terrorism Liability Coverage	\$1,000,000	\$3,000,000	BGL0250 3.1

*Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.
+ per person limit*

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11MS 4.0).

Relief Activity Additional Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Emotional Injury and Financial Damage Liability	\$1,000,000*	\$3,000,000*	BGL994MS 1.0
Additional Medical Expense Coverage	\$50,000+, \$250,000 per occurrence	\$3,000,000	BGL994MS 1.0
Broadened Wage Loss Reimbursement Coverage	\$10,000+, \$50,000 per occurrence	\$3,000,000	BGL994MS 1.0
Damage to Relief Worker's Tools and Equipment Coverage	\$2,500+, \$10,000 per occurrence	\$3,000,000	BGL994MS 1.0
Primary Liability Coverage for Relief Workers	\$1,000,000*	\$3,000,000*	BGL994MS 1.0

Religious Freedom Protection Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Religious Communication Liability Coverage	\$1,000,000*	\$3,000,000*	BGL66MS 1.1
Religious Activity Liability Coverage	\$1,000,000*	\$3,000,000*	BGL66MS 1.1
Discriminatory Acts Liability Coverage	\$1,000,000*	\$3,000,000*	BGL66MS 1.1
Tax Exempt Challenge: Expense Reimbursement Coverage	\$25,000*	\$25,000*	BGL66MS 1.1
Litigation Activity: Legal Defense Reimbursement Coverage	See form	See form	BGL66MS 1.1
Litigation Activity: Declaratory Action Reimbursement Coverage	See form	See form	BGL66MS 1.1

Security Operations Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Additional Medical Expense Coverage	\$50,000*+	\$50,000*	BGL993 4.0
Broadened Wage Loss Reimbursement Coverage (Emotional Injury)	\$10,000*+	\$50,000*	BGL993 4.0
Individual Counseling Coverage	\$10,000*+	\$10,000*	BGL993 4.0
Damage to Security-Related Equipment	\$2,500*+	\$1,000,000*	BGL993 4.0
Primary Coverage for Specified Individuals	\$1,000,000*	\$1,000,000*	BGL993 4.0
Enforcement of Security Policy or Weapons Policy	\$1,000,000*	\$1,000,000*	BGL993 4.0
Negligent Infliction of Emotional Distress Arising from Security Operations	\$1,000,000*	\$1,000,000*	BGL993 4.0

* Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.
 + per person limit



NAMED INSURED

CROSSPOINT A SOUTHERN BAPTIST
CHURCH

POLICY NUMBER

23M5A0411914

POLICY PERIOD

05/01/2018 to 05/01/2021 at 12:01 a.m.

Liability Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11MS 4.0).

Sexual Acts Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Sexual Acts Liability Coverage With Screening	\$500,000*	\$500,000*	BGL61MS 4.1
Sexual Harassment Liability Coverage (other than your employees)	\$500,000*	\$500,000*	BGL61MS 4.1
Improper Reporting of Sexual Acts Liability Coverage	\$500,000*	\$500,000*	BGL61MS 4.1
Improper Supervision of Convicted Sexual Offenders Liability Coverage	\$500,000*	\$500,000*	BGL61MS 4.1
Outside Counseling Reimbursement Coverage	\$5,000*+	\$100,000*	BGL61MS 4.1
Sexual Acts Medical Payment Extension	\$10,000*	\$100,000*	BGL61MS 4.1
Image Restoration Extension	\$10,000*	\$500,000*	BGL61MS 4.1
Redemptive Employment/Appointment	\$300,000*	\$300,000*	BGL613 1.1

Traumatic Incident Response Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Additional Medical Expense Coverage	\$50,000*+	\$300,000*	BGL991B 4.1
Broadened Wage Loss Reimbursement Coverage (Including Emotional Injury)	See form	\$300,000*	BGL991B 4.1
Individual Counseling Coverage	\$5,000*+	\$300,000*	BGL991B 4.1
Additional Organizational Expense	\$100,000*	\$300,000*	BGL991B 4.1

Wage Reimbursement Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Wage Loss Reimbursement Coverage	\$3,500+	\$35,000 per occurrence	BGL99 4.0

Worldwide Liability Extension Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Limited Worldwide Kidnap and Extortion Expense Reimbursement Coverage	See form	See form	BGL111T 1.2
Expanded Medical Coverage for Short-Term Foreign Trip Participants	See form	See form	BGL111T 1.2

Schedule of Liability Exposures

In issuing this policy, we have relied on material information provided to us by the Named Insured. The following schedule discloses all of the insured's insurable exposures (as conveyed by the Named Insured) known to exist at the policy inception date. Declared premises must be owned, occupied, or rented by you or your scheduled related organizations.

*Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.
+ per person limit*



NAMED INSURED CROSSPOINT A SOUTHERN BAPTIST CHURCH
 POLICY NUMBER 23M5A0411914
 POLICY PERIOD 05/01/2018 to 05/01/2021 at 12:01 a.m.

Liability Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11MS 4.0).

EXPOSURE DESCRIPTIONS	ADDRESS / BUILDING DESCRIPTION	CODE	RATING BASIS
Church Office Building	Location 3 Building 1 Church Office	08101	5,117 Square Feet
Church	Location 2 Building 1 Church	08101	25,000 Square Feet
Athletic Games Sponsored By Insured	405 Lynn Ln Starkville MS 39759-4412	13000	30 Games
Vacant Land - Less Than 5 Acres	Township 17 N Range 10 E Ackerman MS 39735	17301	150 Linear Feet
Vacant Land - 5 Acres or More	405 Lynn Ln Starkville MS 39759-4412	17401	1,000 Linear Feet
Playgrounds	405 Lynn Ln Starkville MS 39759-4412	30320	2 Each
Real Estate Development Property	405 Lynn Ln Starkville MS 39759-4412	30370	22 Acres
Pastoral Counseling			4 Pastor(s)
Special Events			

High Hazard Activities

For details regarding how these coverage limits will apply, see the *How Much We Pay* section of the High Hazard Activities Coverage Limits Form (BGL-21).

ACTIVITY DESCRIPTION	MEDICAL LIMIT	OCCURRENCE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Skate Park Operations	\$0 per person	\$100,000	\$300,000	BGL21 4.1
Fireworks Sales	\$0 per person	\$100,000	\$300,000	BGL21 4.1
Fireworks Display	\$0 per person	\$100,000	\$300,000	BGL21 4.1
Construction Oversight	\$0 per person	\$100,000	\$300,000	BGL21 4.1

Other Liability and Medical Forms

FORM	FORM NAME	FORM	FORM NAME
BGL100A1 2.2	Commercial Liability Endorsement	BGL11MS 4.0	Liability And Medical Coverage Form
BGL150 4.1	Designated Additional Insureds	BGL152 1.0	Additional Insured Endorsement
EX909 1.0	Asbestos Exposure Exclusion	GL0163 01 08	Exclusion War and Military Action
GL0950 12 99	Known Injury or Damage Amendments	GL890 1.0	Lead Liability Exclusion
BGL939AI 1.0	Additional Insured - Excess Liability	EX939E 4.0	Additional Exclusions
EX0281 2.4	NBC Terrorism Exclusion	GL1270 06 06	Conditional Terrorism Exclusion

Additional Insureds

NAME	LOAN/REFERENCE NUMBER	INTEREST	ADDRESS
Heritage Bank & Trust, Additional Insured	4101894	Crosspoint	PO Box 1970 Columbia, TN 38402 -1970

* Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.
 + per person limit



NAMED INSURED CROSSPOINT A SOUTHERN BAPTIST CHURCH
POLICY NUMBER 23M5A0411914
POLICY PERIOD 05/01/2018 to 05/01/2021 at 12:01 a.m.

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11MS 4.0).

NAME	LOAN/REFERENCE NUMBER	INTEREST	ADDRESS
Rmr Investment Company LLC, Additional Insured		Crosspoint	PO Box 671 Dyersburg, TN 38025 -0671
City of Starkville, Additional Insured		405 Lynn Lane	110 W Main St Starkville, MS 39759 -2823

*Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.
+ per person limit*



NAMED INSURED CROSSPOINT A SOUTHERN BAPTIST CHURCH
POLICY NUMBER 23M5A0411914
POLICY PERIOD 05/01/2018 to 05/01/2021 at 12:01 a.m.

Commercial Excess Liability Supplemental Coverage Summary

MinistryFirstSM commercial multi-peril policy Declarations continued...

In return for the payment of the premium, and subject to all the terms of the policy, we agree with you to provide the insurance as stated in the Excess/Umbrella Liability Coverage endorsement BGL939MS 4.0.

Key Excess Liability Coverage Facts

NAME OF INSURED	CROSSPOINT A SOUTHERN BAPTIST CHURCH
ADDRESS	405 Lynn Ln, Starkville, MS 39759-4412
EXCESS LIABILITY POLICY PERIOD	5/1/2018 to 5/1/2021 at 12:01 a.m. at the location listed above
EXCESS LIABILITY ANNUAL PREMIUM	\$450

Excess Liability Coverage - Limit of Insurance

Coverage Limit (per Occurrence)	\$1,000,000
Coverage Aggregate Limit	\$1,000,000
Deductible/Retention	N/A

Optional Excess Coverage Information

COVERAGE	STATUS	LIMIT
Directors and Officers	Included	\$1,000,000
Sexual Acts	Excluded	N/A
Employment Practices	Excluded	N/A

Optional Coverage Limits are the same as the Excess Liability "per Occurrence" and Aggregate limits shown above, unless otherwise specified.

Schedule of Underlying Insurance

TYPE	INSURER	POLICY PERIOD	POLICY NUMBER	LIMITS OF LIABILITY
General Liability	Brotherhood Mutual Insurance Company	05/01/2018 - 05/01/2021	23M5A0411914	\$1,000,000 Occ/\$3,000,000 Agg
Employer's Liability	Brotherhood Mutual Insurance Company	See applicable declarations page.	23W0411916	\$1,000,000/\$1,000,000/\$1,000,000



NAMED INSURED	CROSSPOINT A SOUTHERN BAPTIST CHURCH
POLICY NUMBER	23M5A0411914
POLICY PERIOD	05/01/2018 to 05/01/2021
AGENCY NAME	James Greene & Associates Inc

Policy Change History

MinistryFirstsm commercial multi-peril policy change history.

Change History

CHANGE EFF DATE	CHANGE DESCRIPTION	PREMIUM IMPACT	PROCESSED DATE
01/25/2019	LIABILITY AMENDED	\$0	01/30/2019
11/07/2018	LIABILITY AMENDED	+\$5	01/14/2019



This Liability Coverage Endorsement is subject to the **terms** of the applicable Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage coverage will apply to an **occurrence** and any **related loss**. This endorsement is attached to and made part of the policy.

**THIS INSURANCE ENDORSEMENT FORMS PART OF YOUR POLICY CONTRACT.
PLEASE READ IT CAREFULLY.**

MINISTRY OPERATIONS

COMMERCIAL LIABILITY COVERAGE PROVISION MODIFICATION

DESIGNATED ADDITIONAL INSURED(S)

AGREEMENT

We provide the modified coverage described in this endorsement (BGL-150), but only if it is properly designated in the **declarations**, and only with respect to the Additional Insured(s) designated on the schedule(s) attached to this endorsement.

Additional Insured named in an endorsement properly designated in the **declarations**.

- 11 **Additional Insureds** – With respect to any person or entity shown on any schedule attached to the Commercial Liability Coverage Provision Modification – Designated Additional Insured(s) endorsement (BGL-150), we will provide the Applicable Coverages shown on any applicable schedule to the Additional Insured named in that particular schedule. Any Applicable Coverages shown on the schedule are provided only to the extent that any Additional Insureds shown on any applicable schedule are legally liable for the acts of **you, your leader, your employee or your appointed person**, as defined in relation to an Applicable Coverage shown on that particular schedule. Any Applicable Coverages granted to an Additional Insured by this endorsement and attached schedule(s) are strictly subject to the **terms** of the policy.

PROVISION MODIFICATION

With respect to the Additional Insured(s) and the Applicable Coverages designated on any schedule attached to this endorsement, Condition 7 of the Conditions section of the Commercial Liability Coverage Form (GL-100) and Condition 11 of the Conditions section of the Liability and Medical Coverage Form (BGL-11) are deleted and replaced by the following:

- 7 **Subrogation Rights** – If **we** make payment under any liability coverage or any medical coverage, **we** reserve the right to require from all applicable **insureds**, and from anyone to whom or on whose behalf **we** pay, an assignment of their right of recovery. Upon **our** request, such person or entity must transfer to **us** their right of recovery against any party responsible for the injury, and must assist **us** in **our** attempt to recover any amounts **we** have paid under the liability coverage or the medical coverage. **We** are not liable under any liability coverage or any medical coverage if any person has impaired **our** right to recover.

Waiver of Subrogation Rights – An **insured** may waive **our** right to recover against an

The **limit** of coverage provided to any Additional Insured(s) designated on any schedule attached to this endorsement will be the lesser of:

- a the **limit** shown on the applicable schedule for any designated coverage provided to that Additional Insured; or
- b the amount of coverage required to be provided to the Additional Insured under any applicable contract or agreement;

except that the **limit** of coverage provided by this endorsement shall never be greater than the limits indicated on the **declarations**.

The **limit** of coverage that applies to the Additional Insured will be a shared **limit** of coverage (shared with all other **insureds** under the Applicable Coverage of the policy). Nothing in this provision will act to increase any **limit** of the policy.

No coverage will be provided to any Additional Insured in relation to:

- a any liability incurred by an Additional Insured, other than tort liability; or
- b liability that is incurred prior to the date that **we** provide an applicable coverage to **you**, or that is incurred after a previously-applicable coverage terminates; or
- c any independent acts, errors or omissions of any Additional Insured.

Any coverage provided to the Additional Insured designated on the schedule in this endorsement will be primary and non-contributory in relation to other insurance provided to them on a primary basis by another policy.

Nothing in this endorsement will act to increase any **limits** of coverage, or to in any way modify any **terms** of the policy other than the **terms** specified herein.

LIMITATION

The coverage provided by this endorsement does not apply to liability arising solely out of the activity of any additional insured, or arising out of any operations other than **your** operations.

OTHER PROVISIONS

All other provisions of the applicable Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverages of this endorsement, unless otherwise modified herein.

This Schedule is an attachment to the Commercial Liability Coverage Provision Modification – Designated Additional Insured(s) endorsement (BGL-150). This schedule contains identifying and specifying information only, and does not grant, change or modify any coverage of the policy unless attached to the Commercial Liability Coverage Provision Modification – Designated Additional Insured(s) endorsement (BGL-150). This endorsement is attached to and made part of the Commercial Liability Coverage Provision Modification – Designated Additional Insured(s) endorsement (BGL-150).

COMMERCIAL LIABILITY COVERAGE PROVISION MODIFICATION

DESIGNATED ADDITIONAL INSURED(S)

SCHEDULE

(The information required below may be shown on a separate schedule and/or supplemental **declarations**.)

Named Insured: CROSSPOINT A SOUTHERN BAPTIST CHURCH **Policy Number:** 23M5A0411914

Additional Insured: City of Starkville, MS
110 W Main St
Starkville, MS 39759

Applicable Coverage(s) and Limit(s):

COVERAGE L \$1,000,000

Coverage Begins: 01/25/2019

Coverage Ends: 01/25/2020



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 1-21-2020
PAGE: 1 of 2

SUBJECT: The Starkville Police Department is requesting permission to purchase a Ten-Print Live Scan Kiosk System. The recommended and lowest of three quotes is AD&S INC Brandon, MS for \$15,829.00

AMOUNT & SOURCE OF FUNDING: \$15,829.00 (001-201-918-805 Machinery and Equipment)

FISCAL NOTE:

Three quotes were received: AD&S INC: \$ 15,829.00
IDEMIA: \$ 24,135.00
CrossMatch: \$ 21,128.82

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief Mark Ballard

FOR MORE INFORMATION CONTACT: Corporal Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move for approval for the Police Department to purchase the Ten-Print Live Scan Kiosk System for the lowest and best of three quotes at \$15,829.00 from AD&S INC of Brandon, MS.



Quote To:	Company: Starkville Police Department	Attention:	Corporal Christopher Jackson
	Address:	Phone:	662-769-4425
		Cell:	
		Email:	c.jackson@citvofstarkville.org

OPTIONAL

Subtotal:	\$15,754.00
Sales Tax:	
Shipping:	\$75.00
Other:	
TOTAL:	\$15,829.00

Sales Tax: ☐ Non Exempt ☒ Exempt

If Tax Exempt. Certificate Must be Supplied.

Terms:

1. Prices are valid for 45 days.
2. Payment Terms - Net 30 Days from installation.

NOTES:

AD&S, Inc. provides invoicing after first year for warranty on livescan years 2 - 5

All other hardware warranties are specific from manufacturer for a period of one year.

* Minimum System specs -Intel Pentium 4 2.0 GHz or better or equivalent AMD processor, 4GB RAM, 500GB Hard Drive OS: Win 7 or later (32- and 64-bit versions supported). Available USB 2.0 port

Quote Presented By: Chrissy Ramirez

Date: 10/2/2019

Quote Accepted By:

Name _____

Title

Signature





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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 1-21-2020
PAGE: 1 of 31

SUBJECT: The Starkville Police Department is requesting permission to enter into a grant with the Justice Assistance Grant for FY20 Funding in the area of Hot Spot policing. This request for funding is for \$25,000.00 in overtime hot spot enforcement, (1) total station (crime scene hardware) \$12,325.50.

AMOUNT & SOURCE OF FUNDING: \$37,325.50 reimbursable through the JAG Hot Spot Grant

FISCAL NOTE:

AUTHORIZATION HISTORY: Yearly Grant Funding

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief Mark Ballard

FOR MORE INFORMATION CONTACT: Corporal Christopher Jackson 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to enter into the grant agreement for FY20 Funding with the Justice Assistance Grant for funding of overtime and equipment. This grant is a 100% reimbursable grant.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

December 30, 2019

Lynn Spruill, Mayor
City of Starkville
101 E. Lampkin Street
Starkville, MS 39759

Subject: Project Number: 19HS2311
Program: Justice Assistance Grant (JAG)
Effective Date: January 1, 2020

Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$37,325.50**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items **1 – 13 (with the exception of item #9)** should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact Frederick McGee at (601) 977-3763.

Sincerely,


Emberly K. Holmes
Office Director

**Division of Public Safety Planning
SUBGRANT SIGNATURE SHEET**

Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
(601) 977-3700

1. Subgrantee's Name, Address, & Phone Number: City of Starkville 101 E. Lampkin St Starkville, MS 39759 Cpl. Christopher Jackson 662-769-4425 c.jackson@cityofstarkville.org	2. Effective Date: January 1, 2020 3. Subgrant Number: 19HS2311 4. Grant Identifier: (Funding Source & Year) 2019-MU-BX-0045 5. Beginning & Ending Dates: 01/01/2020—12/31/2020 6. Subgrant Payment Method: ☒ X Cost Reimbursement ☐ Other																																																																																						
7. The following funds are obligated:																																																																																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Budget Category</th> <th colspan="6">Source of Funds</th> <th rowspan="2">Total Program Budget</th> </tr> <tr> <th>Federal</th> <th>%</th> <th>State/Local</th> <th>%</th> <th>In-Kind</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td style="text-align: right;">\$25,000.00</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$25,000.00</td> </tr> <tr> <td>Fringe Benefits</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Equipment</td> <td style="text-align: right;">\$12,325.50</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$12,325.50</td> </tr> <tr> <td>Travel</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Operating Expenses</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractual Services</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Miscellaneous</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Indirect Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$37,325.50</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$37,325.50</td> </tr> </tbody> </table>	Budget Category	Source of Funds						Total Program Budget	Federal	%	State/Local	%	In-Kind	%	Personnel	\$25,000.00						\$25,000.00	Fringe Benefits								Equipment	\$12,325.50						\$12,325.50	Travel								Operating Expenses								Contractual Services								Miscellaneous								Indirect Costs								TOTAL	\$37,325.50						\$37,325.50	
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8. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all the provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement. JAG Statement of Special Conditions Attachment A – Standard Assurances Attachment C – Civil Rights Compliance Checklist Attachment E – Discrimination Complaint Policies Attachment G – Certification Regarding Lobbying Attachment B – EEOC Certification Attachment C-2 – Civil Rights Training Certification Attachment F – Certification Regarding Debarment Attachment H – Match Certification Form																																																																																							
AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE																																																																																						
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director	10. Typed Name & Title of Authorized Subgrantee Official: Lynn Spruill Mayor, City of Starkville																																																																																						
11. Signature of DPSP Official: Date: 12/30/2019	12. Signature of Authorized Subgrantee Official: Date:																																																																																						

PUBLIC SAFETY PLANNING BUDGET SUMMARY

1. Applicant Agency: City of Starkville PD				
2. Subgrant Number	3. Grant Identification Number	4. Beginning Date	5. Ending Date	
19HS2311	2019-MU-BX-0045	January 1, 2020	December 31, 2020	
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:	
Funding Sources				
7. For DPSP Use Only	8. Activity	Federal	State	Other (Local-Private)
	Byrne/JAG Drug Court	\$37,325.50		
TOTAL		\$37,325.50		\$37,325.50

PUBLIC SAFETY PLANNING COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville PD				Page 1 of 1	
2. Subgrant Number		3. Grant Identifier Number	4. Beginning Date	5. Ending Date	
19HS2311		2019-MU-BX-0045	January 1, 2020	December 31, 2020	
6. Activity: Drug Court					
7. FOR DPSP USE ONLY	8. Category	10. Description of Item and/or Basis for Evaluation	11. Budget		
9. Line Item			Federal	All Other	Total
	PERSONNEL	Overtime @ Not to exceed	\$25,000.00		\$25,000.00
	EQUIPMENT	Crime Scene Investigation Kit @ Not to exceed	\$12,325.50		\$12,325.50
TOTAL			\$37,325.50		\$37,325.50

JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Match Certification (Attachment H)
- ☐ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Christopher Jackson

Sub-grant Contact Person

1/7/20

Date



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2017 Certification of Compliance with 8 U.S.C. 1373
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Sowcase@ojp.usdoj.gov or via the online form at <http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Certifications of Compliance with 8 U.S.C. § 1373 and 1644

No State, unit of local government or official that receives an award under the FY 2019 Byrne JAG Program may prohibit or in any way restrict any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373 (a); or (2) a government entity or agency from sending, requesting, or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

JAG – Subrecipient DHS question requirement

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: _____ State (July - June)
(Check One) _____ Federal (October - September)
_____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit.

Single Audit Required: ____ Yes ____ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor all f subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

System for Award Management – (SAM) – The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintain the currency of information in SAM.

Employment Eligibility Verification for hiring under the award – The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded in whole or in part with award funds, the recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Staff involved in the hiring process - For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Rules of construction – The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in the future.

Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Determination of suitability to interact with participating minors – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual’s employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explorer/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Restrictions on “lobbying” – Federal funds awarded by OJP may not be used by the recipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Imminent Breach of Personally Identifiable Information (PII) – The recipient must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Requirements pertaining to prohibited conduct related to trafficking in persons – The recipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients or individuals defined as employees of the recipient.

The details of the recipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at [https://ojp.gov/funding/Explore/ProhibitedConduct - Trafficking.htm](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Law Enforcement Task Forces – Required Training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Certification of Body Armor "Mandatory Wear" Policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Body Armor – Compliance with NIJ Standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Required Data on Law Enforcement Agency Training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☒ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The City of Stockville (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

City of Starkville
Agency's Name

19HS2311
Subgrant Award Number

Authorized Official (Please Print)

Mayor
Authorized Official Title

Authorized Official (Signature)

Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United States or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and Administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

City of Starkville
Name of Agency or Organization

19H52311
Subgrant Number

Chief Administrative Officer

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 19HS2311 Award Amount \$ 37,325.50

Subgrant Project Title:
Hot Spot

Organizational Name (Subgrantee or Funded Entity):
City of Starkville

Address:
110 W. Main St.
Starkville, MS 39759

Telephone Number: 662 323 4131

Subgrantee Duration:

Beginning Date: 1/1/2020 Ending Date: _____

Project Director's Name, Address and Telephone Number:

Cpl. Christopher Jackson
101 E. Lampkin St.
Starkville, MS 39759
662-323-4131

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

Navarrete Ashford
110 West Main Street
Starkville, MS 39759
662-323-2525

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

- ☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- _____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

☒ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

Date

Typed or Printed Name

Mayor

Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-308, does the subrecipient have an EEOP on file for review?

☒ Yes
☐ No

If yes, on what date did the subrecipient prepare the EEOP?

11/27/2017

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes – submitted an EEOP Short Form
☐ Yes – submitted a certification
☒ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments: On our website, advertisement, job applications, job postings, and HR department.

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments: In our employee handbook, brochures, and it's an everyday practice.

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☒ Yes
☐ No

If yes, an explanation of these policies and procedures:

Documented in employee handbook

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

☒ Yes
☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

☒ Yes
☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

☒ Yes
☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☒ Yes
☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- ☒ Yes
☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- ☒ Yes
☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- ☒ Yes
☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

we have an employee assistance program

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

we don't have anything in writing

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- ☒ Yes
☐ No

Comments: *This is handled during employee orientation*

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following: *N/A*

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes

☒ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☒ Yes

☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☒ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☒ Yes

☐ No

City of Starkville
Name of Agency or Organization (Please Print)

19HS2311
Subgrant Number

Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs Division of Public Safety Planning

Civil Rights Training Certification Form

The, Mayor Lynn Spruill, hereby certifies that our agency has received Civil Rights Training required by the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Names(s) of Individual(s))

Cpl. Christopher Jackson

Date of Training

Location of Training

State of Mississippi

County of _____

Signed [or attested] before me on _____, 20____ by _____

Authorized Signatory official

Stamp

Signature of Notarial Officer

Title of office

My commission expires: _____

FOR OJP purposes only
This certification expires on: _____

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mayor Lynn Spruill
Name and Title of Authorized Representative

Signature

Date

City of Starkville
Name of Organization

110 W. Main Street Starkville, MS 39759
Address of Organization

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

City of Starkville
Name and Address of Organization
110 W. Main St.
Starkville, MS 39759

Name of Authorized Individual
Signature and Date

19H52311
Subgrant Number

Revised May 2012

ATTACHMENT H

Office of Justice Programs Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: City of Starkville

Program for which Match is being certified under: Hot Spot

Grant Award # 19HS2311

The Mayor hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

	Source(s)	Amount	Type (Cash)
1.	<u> </u>	\$ <u> </u>	<u> </u>
2.	<u> </u>	\$ <u> </u>	<u> </u>
3.	<u> </u>	\$ <u> </u>	<u> </u>
4.	<u> </u>	\$ <u> </u>	<u> </u>

Signature

Date

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 1/21/2020
PAGE: 1 of 1**

SUBJECT: Request approval of the Rental Agreement with Canon Solutions America for 60 months rental of 3 Canon copiers to be used by the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING: \$400.00 per month

LINE ITEM 001-201-635-369

FISCAL NOTE: The current copier leases are expiring.

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT: SGT. KENLEY REAVES 662-769-4415

AUTHORIZATION HISTORY: Copiers are listed on State contract. Agreements include all parts, labor, toner and supplies – everything except paper. Paying per copy @ \$.00623 per b/w and \$.04674 per color copy. 11x17 = Double Click.

SUGGESTED MOTION: Approval of Lease Agreement with Canon Solutions America for 60 months rental of 3 Canon copiers to be used by the Starkville Police Department.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City Of Starkville (hereinafter referred to as Customer), and Canon USA, Inc. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name Canon Financial Services
Title
Address 14904 Collections Center Drive
City, State, & Zip Code Chicago, IL 60693

For the Customer:

Name City of Starkville
Title Police Department
Address 101 East Lampkin Street
City, State, & Zip Code Starkville, MS 39759

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200044603

Vendor Company Name: Canon Solutions America

Customer Agency Name: City Of Starkville- Police Department

Bill To Address: 110 West Main Street

Police Dept.

Starkville, MS 39759

Ship To Address: 101 East Lampkin St.

Police Department

Starkville, MS 39759

Description of Equipment, Software, or Services

Price:

IRA C5550I III Base Model, Cassette Feeding Unit

Super G3 Fax Board, Inner Finisher-H1

Power Filter

\$400

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 60
Start Date: 2/1/20
End Date: 1/31/25

Modifications: Maintenance includes all toner, parts, labor and supplies. Everything but paper. Paying per copy @ \$.00623 per b/w copy and \$.04674 per color copy . 11x 17 = Double Click.

Vendor Signature

Customer Signature

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____, 20____.

Customer:

By:

Authorized Signature

Printed Name: _____

Title: _____