



# **OFFICIAL ELECTRONIC PACKET**

**CITY OF STARKVILLE, MISSISSIPPI**

**MARCH 3, 2015**



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

REGULAR MEETING OF TUESDAY, MARCH 3, 2015  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

**PROPOSED CONSENT AGENDA ITEMS ARE HIGHLIGHTED AND PROVIDED  
AS APPENDIX A ATTACHED**

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
  - A. APPROVAL OF THE CONSENT AGENDA.
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**

**CONSIDERATION OF THE FEBRUARY 12, 2015 MINUTES  
OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY  
OF STARKVILLE, MS AS REVIEWED BY THE CITY  
ATTORNEY.**
- V. **ANNOUNCEMENTS AND COMMENTS**
  - A. MAYOR'S COMMENTS:
  - B. BOARD OF ALDERMEN COMMENTS:
- VI. **CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

A PUBLIC APPEARANCE AND REPORT BY GARY SCHAFER ON POLICE FACILITY NEEDS IN THE CITY OF STARKVILLE.

**VIII. PUBLIC HEARING**

**IX. MAYOR'S BUSINESS**

A. DISCUSSION AND CONSIDERATION OF PURCHASING A HALF PAGE ADVERTISEMENT IN AN AD CAMPAIGN BOOKLET FOR THE NAACP'S 46<sup>TH</sup> ANNUAL FREEDOM AWARD BANQUET IN THE AMOUNT OF \$60.00.

B. DISCUSSION AND CONSIDERATION OF APPROVING 12 MAYOR'S YOUTH COUNCIL MEMBERS AND 3 ADULT CHAPERONES TO ATTEND THE 2015 STATEWIDE YOUTH SUMMIT, MARCH 6 – 7, 2015 AT MISSISSIPPI COLLEGE IN CLINTON, MS WITH ADVANCED TRAVEL NOT TO EXCEED \$1,800.00. RECEIPTS WILL BE SUBMITTED UPON RETURN AND ALL SURPLUS FUNDS WILL BE RETURNED TO THE CITY OF STARKVILLE.

**X. BOARD BUSINESS**

A. CONSIDERATION OF DIRECTING THE CAO TO WORK WITH THE CITY CLERK AND PERSONNEL DIRECTOR TO DEVELOP AN RFP FOR THE CONSOLIDATION OF ALL OF THE CITY'S PRE-TAX BENEFITS AND CAFETERIA PLAN ADMINISTRATION AND TO ADVERTISE THE COMPLETED SPECIFICATION. THE RFP SHALL BE COMPLETED BY TUESDAY, MARCH 17, 2015.

B. CONSIDERATION OF A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2015, OF THE CITY OF STARKVILLE, MISSISSIPPI, TO SUPPORT INDUSTRIAL OR OTHER ECONOMIC DEVELOPMENT PROJECTS APPROVED AND RECOMMENDED BY THE GOLDEN TRIANGLE DEVELOPMENT LINK IN THE PRINCIPAL AMOUNT OF FIVE MILLION DOLLARS (\$5,000,000). THIS RESOLUTION WILL RESULT IN A TAX INCREASE OF AT MINIMUM 2 MILS.

- C. CONSIDERATION OF A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEEL-SCHAFFER, INC. FOR ENGINEERING, DESIGN AND OTHER PROFESSIONAL SERVICES IN CONNECTION WITH THE CONSTRUCTION AND INSTALLATION OF PUBLIC IMPROVEMENTS TO SUPPORT THE INNOVATION DISTRICT (INDUSTRIAL) PARK. THIS RESOLUTION IS IN ASSOCIATION WITH THE MATTER THAT WILL RESULT IN A TAX INCREASE OF AT MINIMUM 2 MILS.
- D. CONSIDERATION OF APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS IN THE CITY OF STARKVILLE.
- E. CONSIDERATION OF THE CONSOLIDATION OF STARKVILLE ELECTRIC DEPARTMENT AND STARKVILLE PUBLIC SERVICES TO THE STARKVILLE UTILITIES DEPARTMENT EFFECTIVE 8:00 A.M. MARCH 4, 2015.
- F. DISCUSSION AND CONSIDERATION OF APPOINTING MAYOR WISEMAN, TERRY KEMP AND AN ALDERMAN TO SERVE ON THE GTR LINK ADVISORY COMMITTEE.
- G. DISCUSSION AND CONSIDERATION OF APPROVING THE TRAVEL FOR MAYOR WISEMAN, CAO ADAMS, CITY ENGINEER EDWARD KEMP AND ALL ALDERMEN EXCEPT VICE-MAYOR PERKINS TO ATTEND THE 2015 ANNUAL MML CONFERENCE IN BILOXI, MS, JUNE 22 THROUGH 24, 2015 WITH ADVANCED TRAVEL NOT TO EXCEED \$1,600.00 PER ATTENDEE.
- H. DISCUSSION AND CONSIDERATION OF APPROVING THE ACCEPTANCE OF ONE (1) INTERN FROM GTPDD'S COUNSELING TO CAREER (C2C) PROGRAM TO BE PLACED IN AREAS OF CITY HALL AS NEEDED.

**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. REQUEST APPROVAL OF QUITCLAIM DEED OF UNUSED UTILITY EASEMENTS TO STARKVILLE CONDOMINIUMS, LLC.

B. REQUEST APPROVAL OF IN-KIND SERVICES FOR SARCOIDOSIS WALK 2015.

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ELECTRIC DEPARTMENT

1. REQUEST APPROVAL FOR STARKVILLE ELECTRIC DEPARTMENT TO ACCEPT THE LOWEST QUOTE FOR A SUBSTATION 15KV FEEDER VACUUM CIRCUIT BREAKER (25KA) FOR NORTHWEST STARKVILLE 69/13 KV SUBSTATION.

E. ENGINEERING

1. REQUEST AUTHORIZATION OF ON-STREET PARKING ON COLONEL MULDROW IN COORDINATION WITH THE CONSTRUCTION AS PART OF "THE GIN" PROJECT.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FOR DRIVEWAY REPLACEMENT AS PART OF THE LYNN LANE MULTI-USE PATH PROJECT.

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF FEBRUARY 27, 2015 FOR FISCAL YEAR ENDING 9/30/15.

G. FIRE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW NORTH GREENVILLE FITNESS OF TRAVELERS REST, SOUTH CAROLINA TO CONDUCT PHYSICALS IN THE FIRE DEPARTMENT AT A COST NOT TO EXCEED \$15,372.00.

H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS OF POLICE OFFICER.
2. REQUEST AUTHORIZATION TO HIRE MARVIN FORT, NATHAN MAXWELL, WALTER JONES, AND LADARIUS WEATHERALL TO FILL VACANT POSITIONS OF FIREFIGHTER IN THE FIRE DEPARTMENT.
3. REQUEST APPROVAL OF PROMOTIONS IN THE FIRE DEPARTMENT TO FILL VACANT POSITIONS.
4. REQUEST AUTHORIZATION TO HIRE A TEMPORARY, FULL-TIME EMPLOYEE IN THE POSITION OF MAINTENANCE WORKER IN THE WATER/SEWER DIVISION OF THE PUBLIC SERVICES DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A TEMPORARY, PART-TIME POSITION AS A SECURITY OFFICER TO WORK IN THE POLICE DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL OF MOVING \$4,974.88 FROM FEDERAL FORFEITED FUNDS TO THE POLICE GENERAL FUND ACCOUNT FOR THE PURCHASE OF 2 LAPTOP COMPUTERS, 3 DOCKING STATIONS, 3 MONITORS, 2 CARRYING CASES TO BE USED BY THE STARKVILLE VICE UNIT.

2. REQUEST APPROVAL TO PURCHASE AN ANALOG CAMERA SYSTEM FOR THE STARKVILLE POLICE DEPARTMENT, IN THE AMOUNT OF \$3,899.05.
3. REQUEST APPROVAL TO SUBMIT AN APPLICATION WITH THE OFFICE OF HIGHWAY SAFETY IN THE AREA OF ELECTRONIC CITATION DEVICES SOFTWARE, AND HARDWARE TO BE USED BOTH WITH THE POLICE DEPARTMENT AND THE MUNICIPAL COURT.
4. REQUEST APPROVAL TO APPLY FOR A GRANT THROUGH THE OFFICE OF HIGHWAY SAFETY FOR FUNDING OF TWO (2) FULL TIME DUI OFFICERS PLUS FRINGE BENEFITS WITH ADDITIONAL FUNDING FOR OVERTIME FOR DUI ENFORCEMENT, EQUIPMENT, TRAVEL, FUNDING FOR LEL LUNCHESES, AND CONTRACTUAL SERVICES. THIS GRANT IS 100% REIMBURSABLE.
5. REQUEST APPROVAL FOR STARKVILLE POLICE DEPARTMENT TO DRAW DOWN FUNDS FOR THE PURCHASE OF 10 IPADS WITH CASES AND KEYBOARDS.
6. REQUEST APPROVAL TO APPLY FOR A GRANT THROUGH THE OFFICE OF HIGHWAY SAFETY. THIS GRANT IS FOR FUNDING OF OVERTIME ON THE ENFORCEMENT OF TRAFFIC VIOLATIONS. THIS FUNDING IS FOR EQUIPMENT, TRAINING, AND FUNDS FOR LEL LUNCHEON IN CONJUNCTION WITH THE CLICK IT OR TICKET PERIOD.
7. REQUEST APPROVAL TO USE NORTH GREENVILLE FITNESS IN THE AMOUNT OF \$16,770.00 FOR THE ANNUAL STARKVILLE POLICE DEPARTMENT FITNESS TESTING.

#### K. PUBLIC SERVICES

1. REQUEST APPROVAL TO ADVERTISE FOR SEALED BIDS TO REPLACE A FAILING FORCE MAIN AND GRAVITY SEWER SYSTEM ON BANYAN ROAD.
2. REQUEST APPROVAL TO ADVERTISE FOR SEALED

BIDS TO UPGRADE SEWER PUMP STATIONS AS  
REQUIRED BY EPA AOC CWA-04-2013-4761.

3. REQUEST APPROVAL TO ADVERTISE FOR SEALED  
BIDS FOR CAST IN PLACE PIPE INSTALLATION  
SERVICES AS REQUIRED BY EPA AOC CWA-04-2013-  
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L. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO AUTHORIZE H & O TRUCK  
AND TRAILER REPAIR, LLC, TO REPAIR THE 2006  
MACK FRONT LOADER GARBAGE TRUCK IN THE  
AMOUNT OF \$23,650.00.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

A. PERSONNEL

B. POTENTIAL LITIGATION

**XV. OPEN SESSION**

**XVI. RECESS UNTIL MARCH 17, 2015 @ 5:30 IN THE COURT  
ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN  
STREET.**

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ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 121 at least forty-  
eight (48) hours in advance for any services requested.*

**APPENDIX A**

**CONSENT AGENDA**

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  - CONSIDERATION OF THE FEBRUARY 12, 2015 MINUTES OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS AS REVIEWED BY THE CITY ATTORNEY.**
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MACK FRONT LOADER GARBAGE TRUCK IN THE  
AMOUNT OF \$23,650.00.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IV. A.  
AGENDA DATE: 3-3-2015  
PAGE: 1**

**SUBJECT:** REQUEST APPROVAL OF THE MINUTES OF THE FEBRUARY 12, 2015 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS AS REVIEWED BY THE BOARD ATTORNEY.

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

**FISCAL NOTE:** N/A

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

**DIRECTOR'S  
AUTHORIZATION:** Lesa Hardin

**FOR MORE INFORMATION CONTACT:** Lesa Hardin, City Clerk

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**AUTHORIZATION HISTORY:** N/A

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**SUGGESTED MOTION:** APPROVAL OF THE MINUTES OF THE FEBRUARY 12, 2015 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS AS REVIEWED BY THE BOARD ATTORNEY.

**MINUTES OF THE RECESSED MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
The City of Starkville, Mississippi  
February 12, 2015**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on February 12, 2015 at 4:00 p.m. in the Community Room of The Renasant Bank, located at 500 E. Lampkin Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Lisa Wynn, David Little, Jason Walker, Scott Maynard and Roy A'. Perkins. Attending the Board were City Attorney Chris Latimer and City Clerk Lesa Hardin. Absent were Aldermen Carver and Vaughn and CAO/CFO Adams.

Mayor Parker Wiseman opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Parker Wiseman asked for any revisions to the Official Agenda.

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA:**

**Alderman Roy A'. Perkins** requested the following change:

**Remove Item X.C. from Consent and Renumber as X.A.** "Approval of reappointing Reverend Lee Brand to the Starkville Separate School District Board of Trustees for a term of five (5) years."

**1. A MOTION TO APPROVE THE OFFICAL AGENDA.**

There came for consideration the matter of approving and adopting the February 12, 2015, Official Agenda of the Recessed Meeting of the Mayor and Board of Aldermen, as revised. Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn, to approve the February 12, 2015, Official Agenda, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

Having received a majority affirmative vote, the Mayor declared the motion passed and the following agenda adopted.

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

RECESSED MEETING OF THURSDAY, FEBRUARY 12, 2015  
4:00 PM COMMUNITY ROOM, RENESANT BANK

**PROPOSED CONSENT AGENDA ITEMS ARE HIGHLIGHTED AND PROVIDED AS  
APPENDIX A ATTACHED**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA**
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- VI. CITIZEN COMMENTS**
- VII. PUBLIC APPEARANCES**
- VIII. PUBLIC HEARING**
- IX. MAYOR'S BUSINESS**
- X. BOARD BUSINESS**
  - A. APPROVAL OF REAPPOINTING REVEREND LEE E. BRAND, JR., PHD. TO THE STARKVILLE SEPARATE SCHOOL DISTRICT BOARD OF TRUSTEES FOR A TERM OF FIVE (5) YEARS.
  - B. CONSIDERATION AND APPROVAL OF ANY BIDS RECEIVED REGARDING THE CITY HALL AND CITY LAGOON LOCATED ON HIGHWAY 12.
  - C. DISCUSSION, CONSIDERATION, AND APPROVAL OF THE CITY TO CONTRACT FOR PROFESSIONAL SERVICES OF A LICENSED REAL ESTATE BROKER FOR THE SALE OF CITY PROPERTY.

- D. DISCUSSION AND CONSIDERATION OF REVISIONS TO THE PARKS AND RECREATION ORDINANCE AS REVISED BY THE CITY ATTORNEY.
- E. DISCUSSION AND APPROVAL OF RAISES FOR ALL CATEGORIES OF EMPLOYEES FOR THE CITY OF STARKVILLE.
- F. DISCUSSION OF PRIORITIZING AND FUNDING FOR STREET IMPROVEMENTS, DRAINAGE IMPROVEMENTS AND OTHER PROJECTS OVER THE NEXT THREE YEARS.
- G. DISCUSSION AND CONSIDERATION OF ALLOWING ALDERMAN LISA WYNN, CITY ENGINEER EDWARD KEMP, AND CHIEF ADMINISTRATIVE OFFICER TAYLOR V. ADAMS TO ATTEND THE APPALACHIAN REGIONAL COMMISSION CONFERENCE WITH THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT BOARD OF DIRECTORS, AND FOR CAO ADAMS TO REMAIN FOR THE NIGP ANNUAL FINANCE MEETING WITH ADVANCE TRAVEL APPROVED.

**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  
*THERE ARE NO ITEMS FOR THIS AGENDA*
- C. COURTS  
*THERE ARE NO ITEMS FOR THIS AGENDA*
- D. ELECTRIC DEPARTMENT
  - 1. REQUEST APPROVAL TO ALLOW TERRY KEMP TO ATTEND MEETINGS OF THE TENNESSEE VALLEY POWER PRODUCERS ASSOCIATION (TVPPA) BOARD AND THE SEVEN STATES POWER ASSOCIATION BOARD IN AN AMOUNT NOT TO EXCEED \$3,500.00 ANNUALLY AND WITHIN THE LIMITS OF THE TRAVEL LINE IN THE STARKVILLE ELECTRIC DEPARTMENT BUDGET.
- E. ENGINEERING  
*THERE ARE NO ITEMS FOR THIS AGENDA*

F. FINANCE AND ADMINISTRATION  
*THERE ARE NO ITEMS FOR THIS AGENDA*

G. FIRE DEPARTMENT  
*THERE ARE NO ITEMS FOR THIS AGENDA*

H. INFORMATION TECHNOLOGY  
*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE A TEMPORARY FULL TIME MAINTENANCE WORKER IN PUBLIC SERVICES FOR A PERIOD NOT TO EXCEED 90 DAYS.
2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITION OF DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF EQUIPMENT OPERATOR FOR NEW CONSTRUCTION/REHAB DIVISION OF PUBLIC SERVICES.

J. POLICE DEPARTMENT  
*THERE ARE NO ITEMS FOR THIS AGENDA*

K. PUBLIC SERVICES  
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L. SANITATION DEPARTMENT  
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**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

- A. PERSONNEL
- B. POTENTIAL LITIGATION

**XV. OPEN SESSION**

**XVI. RECESS UNTIL FEBRUARY 17, 2015 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.**

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## APPENDIX A

### CONSENT AGENDA

#### **XI. BOARD BUSINESS**

- K. DISCUSSION AND CONSIDERATION OF ALLOWING ALDERMAN LISA WYNN AND CHIEF ADMINISTRATIVE OFFICER TAYLOR V. ADAMS TO ATTEND THE APPALACHIAN REGIONAL COMMISSION CONFERENCE WITH THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT BOARD OF DIRECTORS, AND FOR CAO ADAMS TO REMAIN FOR THE NIGP ANNUAL FINANCE MEETING WITH ADVANCE TRAVEL APPROVED.

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1. REQUEST APPROVAL TO ALLOW TERRY KEMP TO ATTEND MEETINGS OF THE TENNESSEE VALLEY POWER PRODUCERS ASSOCIATION (TVPPA) BOARD AND THE SEVEN STATES POWER ASSOCIATION BOARD IN AN AMOUNT NOT TO EXCEED \$3,500.00 ANNUALLY AND WITHIN THE LIMITS OF THE TRAVEL LINE IN THE STARKVILLE ELECTRIC DEPARTMENT BUDGET.

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3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF EQUIPMENT OPERATOR FOR NEW CONSTRUCTION/REHAB DIVISION OF PUBLIC SERVICES.

**2. CONSIDERATION OF THE REQUEST FOR APPROVAL TO ALLOW TERRY KEMP TO ATTEND MEETINGS OF THE TENNESSEE VALLEY POWER PRODUCERS ASSOCIATION (TVPPA) BOARD AND THE SEVEN STATES POWER ASSOCIATION BOARD IN AN AMOUNT NOT TO EXCEED \$3,500.00 ANNUALLY AND WITHIN THE LIMITS OF THE TRAVEL LINE IN THE STARKVILLE ELECTRIC DEPARTMENT BUDGET.**

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn and adopted by the Board to approve the February 12, 2015 Official Agenda, and to accept items for Consent, whereby the " approval to allow Terry Kemp to attend meetings of the Tennessee Valley Power Producers Association (TVPPA) Board and the Seven States Power Association Board in an amount not to exceed \$3,500.00 annually and within the limits of the travel line in the Starkville Electric Department budget" is enumerated, this consent item is thereby approved, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

**3. REQUEST APPROVAL TO HIRE A TEMPORARY FULL TIME MAINTENANCE WORKER IN PUBLIC SERVICES FOR A PERIOD NOT TO EXCEED 90 DAYS.**

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn and adopted by the Board to approve the February 12, 2015 Official Agenda, and to accept items for Consent, whereby the "approval to hire a temporary full time maintenance worker in Public Services for a period not to exceed 90 days" is enumerated, this consent item is thereby approved, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

**4. REQUEST APPROVAL TO ADVERTISE TO FILL VACANT POSITION OF DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.**

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn and adopted by the Board to approve the February 12, 2015 Official Agenda, and to accept items for Consent, whereby the "authorization to advertise to fill vacant position of driver in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

**5. REQUEST APPROVAL TO ADVERTISE TO FILL THE VACANT POSITION OF EQUIPMENT OPERATOR FOR NEW CONSTRUCTION/REHAB DIVISION OF PUBLIC SERVICES.**

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn and adopted by the Board to approve the February 12, 2015 Official Agenda, and to accept items for Consent, whereby the "authorization to advertise to fill the vacant position of Equipment Operator for New Construction/Rehab Division of Public Services" is enumerated, this consent item is thereby approved, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

**MAYOR'S COMMENTS:**

Mayor Parker Wiseman announced that due to limited space in the bank and that two Aldermen were unable to attend, the Board will move directly to Item. X.A.

**6. APPROVAL OF REAPPOINTING REVEREND LEE BRAND TO THE STARKVILLE SEPARATE SCHOOL DISTRICT BOARD OF TRUSTEES FOR A TERM OF FIVE (5) YEARS.**

Alderman Maynard and Alderman Walker recused themselves and left the room. Alderman Perkins offered a motion to reappoint Reverend Lee Brand to the Starkville School District Board of Trustees for a term of five years beginning March 3, 2015. Alderman Wynn seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Recused
Alderman Scott Maynard	Voted: Recused
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

**7. MOTION TO ADJOURN UNTIL FEBRUARY 17, 2015 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET AND TO TABLE ALL REMAINING ITEMS ON THE AGENDA UNTIL SUCH RECESSED MEETING.**

Upon the motion of Alderman Wynn duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until February 17, 2015 @ 5:30 at 101 E. Lampkin Street in the City Hall Courtroom and to table all remaining items on the February 12, 2105 agenda until the recessed meeting to be held February 17, 2015, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

\_\_\_\_\_  
PARKER WISEMAN, MAYOR

Attest:

(SEALED)

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



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE: 06-13-2014  
PAGE: 1**

**SUBJECT:** A PUBLIC APPEARANCE AND REPORT BY GARY SCHAFER ON POLICE FACILITY NEEDS IN THE CITY OF STARKVILLE.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:**

---

**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** A PUBLIC APPEARANCE AND REPORT BY GARY SCHAFER ON POLICE FACILITY NEEDS IN THE CITY OF STARKVILLE.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.A.  
AGENDA DATE: 03-03-2015  
PAGE: 1**

**SUBJECT:** DISCUSSION AND CONSIDERATION OF PURCHASING A HALF PAGE ADVERTISEMENT IN AN AD CAMPAIGN BOOKLET FOR THE NAACP'S 46<sup>TH</sup> ANNUAL FREEDOM AWARD BANQUET IN THE AMOUNT OF \$60.00.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT: MAYOR'S OFFICE**

**DIRECTOR'S  
AUTHORIZATION: MAYOR WISEMAN**

**FOR MORE INFORMATION CONTACT:**

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**AUTHORIZATION HISTORY:**

**2014 – PURCHASED A \$180.00 TABLE  
2013 – PURCHASED A \$60.00 AD**

---

**SUGGESTED MOTION:** MOVE APPROVAL OF PURCHASING A HALF PAGE ADVERTISEMENT IN AN AD CAMPAIGN BOOKLET FOR THE NAACP'S 46<sup>TH</sup> ANNUAL FREEDOM AWARD BANQUET IN THE AMOUNT OF \$60.00.

# NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE OKTIBBEHA COUNTY BRANCH

P. O. Box 1503 • Starkville, Mississippi 39760  
Unit 5322



February 6, 2015

Dear Sir/Madam,

The Oktibbeha County Branch of the National Association for the Advancement of Colored People is making preparations for its Forty Sixth Annual Freedom Award Banquet, which is scheduled for Saturday April 25, 2015, at 6:30 p.m. The banquet will be held at the Starkville Parks & Recreation Sportsplex Travis Outlaw Center 405 Lynn Lane Starkville, MS 39759 we are excited about our Awards Banquet and we are determined to make it one of our memorable events.

We understand that the success of our event depend on the support of community members, organizations, institutions and businesses. We are grateful for your past support and welcome your on-going support of our Organization. Please consider becoming a patron of our banquet by purchasing a page, half page, or quarter page in our program booklet, and/or buying tables, tickets, or making a financial donation. List below are the costs for advertisements.

<b>Full Page</b>	<b>\$120.00</b>
<b>Half Page</b>	<b>\$ 60.00</b> <del>—</del>
<b>Quarter Page</b>	<b>\$ 30.00</b>

Space in this booklet must be purchased by March 31, 2015. Businesses, churches and others may purchase tables with seating of 8 for \$180.00 and payments must be received by March 31, 2015. Individual tickets are \$25.00 and may be purchased in advance.

Thanks **in advance** for your patronage and support. If you desire additional information please contact **Clara Pam Dancer** at 662-312-8176 or Email [dancer5382@bellsouth.net](mailto:dancer5382@bellsouth.net) or Chris Taylor at 662-617-3671 Rev. Willie E. Thomas Sr. 418-9687 or via U.S. Postal Service at P.O. Box 1503, Starkville, MS 39760

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Taylor".

Christopher (Chris) Taylor  
President

[Ct74consultant@yahoo.com](mailto:Ct74consultant@yahoo.com)



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.B.  
AGENDA DATE: 03-03-2015  
PAGE: 1**

**SUBJECT:** DISCUSSION AND CONSIDERATION OF APPROVING 12 MAYOR'S YOUTH COUNCIL MEMBERS AND 3 ADULT CHAPERONES TO ATTEND THE 2015 STATEWIDE YOUTH SUMMIT, MARCH 6 – 7, 2015 AT MISSISSIPPI COLLEGE IN CLINTON, MS WITH ADVANCED TRAVEL NOT TO EXCEED \$1800.00. RECEIPTS WILL BE SUBMITTED UPON RETURN AND ALL SURPLUSS FUNDS WILL BE RETURNED TO THE CITY OF STARKVILLE.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT: MAYOR'S OFFICE**

**DIRECTOR'S  
AUTHORIZATION: MAYOR WISEMAN**

**FOR MORE INFORMATION CONTACT:**

---

**AUTHORIZATION HISTORY:**

---

**SUGGESTED MOTION:** MOVE APPROVAL OF THE TRAVEL FOR 12 MAYOR'S YOUTH COUNCIL MEMBERS AND 3 ADULT CHAPERONES TO ATTEND THE 2015 STATEWIDE YOUTH SUMMIT, MARCH 6 – 7, 2015 AT MISSISSIPPI COLLEGE IN CLINTON, MS WITH ADVANCED TRAVEL NOT TO EXCEED \$1,900.00. RECEIPTS WILL BE SUBMITTED UPON RETURN AND ALL SURPLUSS FUNDS WILL BE RETURNED TO THE CITY OF STARKVILLE.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 03-03-2015  
**PAGE:** 1

**SUBJECT:** CONSIDERATION OF DIRECTING THE CAO TO WORK WITH THE CITY CLERK AND PERSONNEL DIRECTOR TO DEVELOP AN RFP FOR THE CONSOLIDATION OF ALL OF THE CITY'S PRE-TAX BENEFITS AND CAFETERIA PLAN ADMINISTRATION TO ADVERTISE THE COMPLETED SPECIFICATION. THE RFP SHALL BE COMPLETED BY TUESDAY, MARCH 17, 2015.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:** ALDERWOMAN LISA WYNN

**FOR MORE INFORMATION CONTACT:**

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**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** MOVE APPROVAL OF DIRECTING THE CAO TO WORK WITH THE CITY CLERK AND PERSONNEL DIRECTOR TO DEVELOP AN RFP FOR THE CONSOLIDATION OF ALL OF THE CITY'S PRE-TAX BENEFITS AND CAFETERIA PLAN ADMINISTRATION TO ADVERTISE THE COMPLETED SPECIFICATION. THE RFP SHALL BE COMPLETED BY TUESDAY, MARCH 17, 2015.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.B.  
AGENDA DATE: 03-03-2015  
PAGE: 1**

**SUBJECT:** CONSIDERATION OF A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2015, OF THE CITY OF STARKVILLE, MISSISSIPPI, TO SUPPORT INDUSTRIAL OR OTHER ECONOMIC DEVELOPMENT PROJECTS APPROVED AND RECOMMENDED BY THE GOLDEN TRIANGLE DEVELOPMENT LINK IN THE PRINCIPAL AMOUNT OF FIVE MILLION DOLLARS (\$5,000,000). THIS RESOLUTION WILL RESULT IN A TAX INCREASE OF AT MINIMUM 2 MILS.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT: BOARD OF ALDERMEN**

**DIRECTOR'S  
AUTHORIZATION: BOARD OF ALDERMEN**

**FOR MORE INFORMATION CONTACT:**

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**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** MOVE APPROVAL OF A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2015, OF THE CITY OF STARKVILLE, MISSISSIPPI, TO SUPPORT INDUSTRIAL OR OTHER ECONOMIC DEVELOPMENT PROJECTS APPROVED AND RECOMMENDED BY THE GOLDEN TRIANGLE DEVELOPMENT LINK IN THE PRINCIPAL AMOUNT OF FIVE MILLION DOLLARS (\$5,000,000). THIS RESOLUTION WILL RESULT IN A TAX INCREASE OF AT MINIMUM 2 MILS.

**CITY OF STARKVILLE, MISSISSIPPI**  
**\$5,000,000 GENERAL OBLIGATION DEVELOPMENT BONDS**

## TABLE OF CONTENTS

	<b>Page</b>
SECTION 1. BOND RESOLUTION AS CONTRACT. ....	7
SECTION 2. ENGAGEMENT OF PROFESSIONALS. ....	7
SECTION 3. AMOUNT; PURPOSE. ....	7
SECTION 4. PAYMENTS; BOND DETAILS; PRIOR REDEMPTION. ....	7
SECTION 5. BOND INSURANCE AND RATING AUTHORIZED; COVENANTS. ....	9
SECTION 6. BONDS REGISTERED AS OBLIGATIONS; REGISTRATION AND VALIDATION CERTIFICATE; EXECUTION; DELIVERY; BOND TRANSCRIPT; LEGAL OPINION; ITEMS FILED WITH PAYING AGENT; AUTHENTICATION; BOND CERTIFICATES. ....	9
SECTION 7. DESIGNATION OF PAYING AGENT; PAYING AGENT AS TRANSFER AGENT; FEES AND EXPENSES OF PAYING AGENT; CHANGE OF PAYING AGENT; SUCCESSOR CORPORATION OR ASSOCIATION AS PAYING AGENT. ....	10
SECTION 8. BOND FORM. ....	12
SECTION 9. REPLACEMENT OF BOND CERTIFICATES. ....	18
SECTION 10. SECURITY FOR PAYMENT. ....	18
SECTION 11. CERTIFICATE OF REGISTRATION AND AUTHENTICATION. ....	18
SECTION 12. INITIAL REGISTRATION; REGISTERED OWNER AS OWNER. ....	18
SECTION 13. TRANSFERS; PAYING AGENT TO TRANSFER IN ACCORDANCE WITH BOND RESOLUTION; EXPENSES OF TRANSFER. ....	19
SECTION 14. BOND FUND; PAYMENT BY CHECK; BOND FUND OPTIONS. ....	19
SECTION 15. IMPROVEMENT FUND. ....	20
SECTION 16. PAYMENTS OF PRINCIPAL; PAYMENTS OF INTEREST; METHOD OF PAYMENT; CHANGE OF ADDRESS. ....	20

SECTION 17.	VALIDATION.....	21
SECTION 18.	VALIDATION OF CERTAIN AMENDMENTS, REVISIONS OR SUPPLEMENTS.....	21
SECTION 19.	EVENTS OF DEFAULT; REMEDIES.....	21
SECTION 20.	PRELIMINARY OFFICIAL STATEMENT. ....	22
SECTION 21.	OFFICIAL STATEMENT.....	22
SECTION 22.	CONTINUING DISCLOSURE CERTIFICATE. ....	22
SECTION 23.	OFFER FOR SALE AS PROVIDED IN NOTICE; INTEREST RATE LIMIT; REQUIREMENTS OF ACT.....	22
SECTION 24.	NOTICE: PUBLICATION AND FORM. ....	23
SECTION 25.	PROOF OF PUBLICATION.....	29
SECTION 26.	CONTINUING DISCLOSURE.....	29
SECTION 27.	BOOK-ENTRY ONLY SYSTEM.....	29
SECTION 28.	SUCCESSOR SECURITIES DEPOSITORY; TRANSFERS OUTSIDE BOOK-ENTRY ONLY SYSTEM.....	30
SECTION 29.	PAYMENTS AND NOTICES TO CEDE & CO. ....	30
SECTION 30.	NON-ARBITRAGE BOND COVENANTS; NON- ARBITRAGE AND FEDERAL TAX CERTIFICATE. ....	30
SECTION 31.	PRIVATE ACTIVITY BOND COVENANTS; TAX COVENANTS. ....	32
SECTION 32.	WHEN COMPUTATIONS, DEPOSITS OR REBATE PAYMENTS ARE NOT REQUIRED. ....	33
SECTION 33.	BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS.....	33
SECTION 34.	COVENANT REGARDING HEDGE BONDS.....	33
SECTION 35.	MODIFICATION OR AMENDMENT.....	33
SECTION 36.	PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. ....	34
SECTION 37.	POST ISSUANCE COMPLIANCE PROCEDURES. ....	34

SECTION 38.	SEVERABILITY; MINISTERIAL CHANGES. ....	34
SECTION 39.	REPEALER; EFFECTIVE DATE. ....	35

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2015, OF THE CITY OF STARKVILLE, MISSISSIPPI, TO SUPPORT INDUSTRIAL OR OTHER ECONOMIC DEVELOPMENT PROJECTS APPROVED AND RECOMMENDED BY THE GOLDEN TRIANGLE DEVELOPMENT LINK IN THE PRINCIPAL AMOUNT OF FIVE MILLION DOLLARS (\$5,000,000) TO RAISE MONEY FOR ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; AND FOR THE PAYMENT OF COSTS RELATED THERETO, INCLUDING WITHOUT LIMITATION THE COSTS OF SUCH BORROWING; PRESCRIBING THE FORM AND INCIDENTS OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT THEREOF; PROVIDING FOR THE SALE OF SAID BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS; AUTHORIZING BOND INSURANCE POLICY; AUTHORIZING A BOND RATING; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF \$5,000,000 GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2015, OF THE CITY OF STARKVILLE, MISSISSIPPI; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE PERTAINING TO SAID BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUE COMPLIANCE PROCEDURES; 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 City of Starkville, Mississippi, hereby finds, determines, adjudicates and declares as follows:

1. (a) Definitions. 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 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean to support industrial or other economic development projects approved and recommended by the Golden Triangle Development Link in the principal amount of Five Million Dollars (\$5,000,000) to raise money for erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; and for the payment of costs related thereto, including without limitation the costs of such borrowing.

"Bond" or "Bonds" shall mean the General Obligation Development Bonds, Series 2015, of the Municipality authorized and directed to be issued in this Bond Resolution.

"Bond Counsel" shall mean Jones Walker L.L.P., Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds.

"Bond Fund" shall mean the fund of the Municipality provided for in Section 14 hereof.

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

"Bond Insurer" shall mean a municipal bond insurance company, if any, guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

"Bond Resolution" shall mean this resolution.

"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.

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

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate to be executed by the Municipality and dated the date of issuance and delivery of the Bonds, as

originally executed and as it may be amended from time to time in accordance with the terms thereof.

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

"Event of Default" shall mean an event of default as described in Section 19 of this Bond Resolution.

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

"Improvement Fund" shall mean the Improvement Fund of the Municipality provided for in Section 15 hereof.

"Mayor" shall mean the Mayor of the Municipality.

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

"Notice" shall mean the Notice of Bond Sale set out in Section 24 hereof.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" shall mean any bank, trust company or other institution designated, whether herein or hereafter, by the Governing Body to make payments of the principal of and interest on the Bonds, 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.

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

"Procedures" shall mean the Post Issuance Compliance Procedures in substantially the form set out in **Attachment A** hereto.

"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 date on which such principal shall be due and payable, whether at maturity or upon redemption prior to maturity.

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

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality maintained by the Paying Agent.

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

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

"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).

(b) Number and Gender; Interpretation. 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 the August 6, 2013, the Governing Body adopted a certain resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY OF STARKVILLE, MISSISSIPPI TO SUPPORT INDUSTRIAL OR OTHER ECONOMIC DEVELOPMENT PROJECTS APPROVED AND RECOMMENDED BY THE GOLDEN TRIANGLE DEVELOPMENT LINK (THE "LINK") IN THE MAXIMUM PRINCIPAL AMOUNT OF FIVE MILLION DOLLARS (\$5,000,000) TO RAISE MONEY FOR (A) ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; AND FOR THE PAYMENT OF COSTS RELATED THERETO, INCLUDING WITHOUT LIMITATION THE COSTS OF SUCH BORROWING; AND (B) ACQUIRING LAND FOR INDUSTRIAL OR OTHER ECONOMIC DEVELOPMENT PROJECTS AND FOR CONSTRUCTION OR CONTRACTING FOR THE CONSTRUCTION OF STREETS, ROADS, RAILROADS, SPUR TRACKS, SITE IMPROVEMENTS, WATER, SEWERAGE, DRAINAGE, POLLUTION CONTROL AND OTHER RELATED FACILITIES NECESSARY OR REQUIRED FOR INDUSTRIAL DEVELOPMENT PURPOSES OR THE DEVELOPMENT OF INDUSTRIAL PARK COMPLEXES; TO ACQUIRE, PURCHASE, INSTALL, RENOVATE, REMOVE, REPAIR, LEASE, CONSTRUCT, OWN, HOLD, EQUIP, CONTROL, ACQUIRE OR CONSTRUCT OTHER STRUCTURES AND FACILITIES NECESSARY AND CONVENIENT FOR THE PLANNING, DEVELOPMENT, USE,

OPERATION AND MAINTENANCE OF AN INDUSTRIAL PARK OR PARKS OR FOR OTHER INDUSTRIAL OR ECONOMIC DEVELOPMENT PURPOSES, INCLUDING, BUT NOT LIMITED TO, UTILITY INSTALLATIONS, ELEVATORS, COMPRESSORS, WAREHOUSES, BUILDINGS AND AIR, RAIL AND OTHER TRANSPORTATION TERMINALS AND POLLUTION CONTROL FACILITIES AND FOR THE PAYMENT OF COSTS RELATED THERETO, INCLUDING WITHOUT LIMITATION THE COSTS OF SUCH BORROWING," wherein the Governing Body found, determined and adjudicated that it is necessary that bonds of the Municipality be issued in the amount, for the purpose and secured as aforesaid, declared its intention to issue said bonds, and fixed September 17, 2013 at 5:30 o'clock p.m., as the date and hour on which it proposed to direct the issuance of said bonds, on or prior to which date and hour any protest to be made against the issuance of such bonds was 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 having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, the first publication having been made not less than twenty-one (21) days prior to September 17, 2013, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on August 27, 2013, September 3, 2013 and September 10, 2013, as evidenced by the publisher's affidavit and on file with the City Clerk.

4. On or prior to the aforesaid hour and date set for the receipt of protests, no written protest or other objection of any kind or character against the issuance of the bonds described in the aforesaid resolution had been filed or presented by qualified electors of the Municipality, and no such protest or objection has been filed to this date.

5. The Governing Body is now authorized and empowered by the provisions of the Act to issue the Bonds without an election on the question of the issuance thereof and is authorized to issue bonds registered as to principal and interest in the form and manner hereinafter provided for by Sections 31-21-1 to 31-21-7, Mississippi Code of 1972.

6. The assessed value of all taxable property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Twenty-two Million Seven Hundred Twenty-three Thousand Seven Hundred Sixty-one Dollars (\$222,723,761); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, in the amount of Eight Million Nine Hundred Fifty Thousand Dollars (\$8,950,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972 (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of Thirteen Million Three Hundred Seventy-six Thousand Six Hundred Seventy-two and 36/100 Dollars (\$13,376,672.36); the issuance of the Bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty

percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

7. 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 exemption of the interest on the Bonds from federal income taxes since such exemption may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

8. The Bonds are not private activity bonds as such term is defined in Section 141 of the Code and the Governing Body does not reasonably anticipate that the Municipality or any other subordinate entities thereof will issue more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations (other than private activity bonds) in this calendar year. It is necessary to designate the Bonds as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

9. 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.

10. It is advisable and in the public interest to authorize the Mayor to arrange for bond insurance for the payment of principal and interest on the Bonds in the event that the Municipality may realize a savings in connection with the issuance of the Bonds. The Governing Body should authorize such bond insurance to be obtained and should authorize a commitment for bond insurance to be executed on behalf of the Municipality by such officer if same determines such bond insurance to be in the best interest of the Municipality.

11. 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 said officer determines that obtaining any such rating is in the best interests of the Municipality. The Board should authorize the obtaining of such rating, the execution of any documents necessary or appropriate for such purpose and the commitment to pay the rating fee and usual costs pertaining to any such rating by the Mayor if such officer determines any such rating to be in the best interest of the Municipality.

12. It is now necessary to direct the issuance of and offer for sale general obligation development bonds in the principal amount of Five Million Dollars (\$5,000,000) out of the authorized amount of Five Million Dollars (\$5,000,000).

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

14. The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Bonds.

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

16. 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.

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

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

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

SECTION 1. Bond Resolution as Contract. In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, this Bond Resolution shall constitute a contract between the Municipality and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. Engagement of Professionals. The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of law firm of Jones Walker L.L.P, Jackson, Mississippi, to serve as bond counsel in connection with the issuance of the Bonds. The Municipality hereby authorizes and approves the engagement of Government Consultants, Inc., Jackson, Mississippi, to serve as financial advisor.

SECTION 3. Amount; Purpose. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of Five Million Dollars (\$5,000,000) to raise money for the Authorized Purpose as authorized by the Act.

SECTION 4. Payments; Bond Details; Prior Redemption.

(a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America. Interest shall be paid on the principal amount of each Bond from the date of such Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth therein.

(b) Bond Details. The Bonds shall be registered as to both principal and interest; shall be dated May 1, 2015; shall be issued in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on May 1, 2016, and semiannually thereafter on May 1 and November 1 of each year; and shall mature and become due and payable, with option of prior payment, on May 1 in the years and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2016	175,000
2017	185,000
2018	190,000
2019	195,000
2020	205,000
2021	210,000
2022	220,000
2023	225,000
2024	235,000
2025	240,000
2026	250,000
2027	260,000
2028	265,000
2029	275,000
2030	285,000
2031	295,000
2032	305,000
2033	315,000
2034	330,000
2035	340,000

(c) Prior Redemption. Bonds maturing after May 1, 2025, are subject to redemption prior to their respective maturities at the election of the Municipality on and after May 1, 2025, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds (in integral multiples of \$5,000), and for all purposes of this Bond Resolution, all provisions pertaining to the redemption of the Bonds shall relate, in the case of any Bond

redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

**SECTION 5. BOND INSURANCE AND RATING AUTHORIZED; COVENANTS.**

(a) The Mayor is hereby authorized to execute a commitment for bond insurance and to do such other things and take such other actions as may be necessary to obtain such insurance for the Bonds if such official determines that obtaining such insurance will result in the realization of greater savings in connection with the issuance of the Bonds. Such bond insurance may be obtained or not obtained within the discretion of such official.

(b) The provisions of the Bond Insurance Policy (if any) and the municipal bond insurance 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 the Bond Resolution, including without limitation those requirements and covenants pertaining to bond insurance, if any, for the Bonds.

(d) The Mayor and/or Clerk are hereby authorized to obtain a bond rating or ratings 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 such officials determine that obtaining such rating or ratings will result in a net savings with regard to the sale of the Bonds.

**SECTION 6. Bonds Registered as Obligations; Registration and Validation Certificate; Execution; Delivery; Bond Transcript; Legal Opinion; Items Filed with Paying Agent; Authentication; Bond Certificates.**

(a) Bonds Registered as Obligations When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the Clerk in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon or accompany 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 7 hereof.

(b) Execution. The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the 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 signatory 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.

(c) Delivery; Bond Transcript; Legal Opinion. 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.

(d) Items Filed with Paying Agent. 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 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, to authenticate and deliver the Bonds to the Purchaser.

(e) Authentication. The Paying Agent acting through its officers, employees or agents, shall authenticate the Bonds and deliver them to the Purchaser thereof upon payment of the purchase price of the Bonds to the Municipality.

(f) Bond Certificates. Certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the Municipality to meet the reasonable transfer and reissuance needs on the Bonds, may 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, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Paying Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional certificates bearing the manual or facsimile seal of the Municipality and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 7. Designation of Paying Agent; Paying Agent as Transfer Agent; Fees and Expenses of Paying Agent; Change of Paying Agent; Successor Corporation or Association as Paying Agent.

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

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

SECTION 8. Bond Form. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

OKTIBBEHA COUNTY

CITY OF STARKVILLE, MISSISSIPPI

GENERAL OBLIGATION DEVELOPMENT BOND

SERIES 2015

NO. \_\_\_\_\_ \$ \_\_\_\_\_

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

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS

The City of Starkville, 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, on the maturity date stated above, upon the presentation and surrender of this bond, at the principal office of \_\_\_\_\_, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Development Bonds, Series 2015, of the Municipality (the "Bonds"), on the maturity date identified above, the principal amount identified above. 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 will also serve as registrar and transfer agent for the Bonds, as of the fifteenth (15th) day of the calendar month preceding the maturity date hereof.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the resolution authorizing and directing the issuance of the Bonds adopted \_\_\_\_\_ (the "Bond Resolution").

The Municipality further promises to pay interest 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 payable on \_\_\_\_\_, 20\_\_, and semiannually thereafter on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year, until said principal sum is 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.

Payments of principal of and interest on this Bond shall be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice 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 principal or interest payment date.

Bonds maturing after \_\_\_\_\_, 20\_\_\_\_\_, are subject to redemption prior to their respective maturities at the election of the Municipality on and after \_\_\_\_\_, 20\_\_\_\_\_, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds (in integral multiples of \$5,000), and for all purposes of the Bond Resolution, all provisions pertaining to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

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 Five Million Dollars (\$5,000,000) (out of an authorized amount of Five Million Dollars (\$5,000,000)) to raise money to support industrial or other economic development projects approved and recommended by the Golden Triangle Development Link in the principal amount of Five Million Dollars (\$5,000,000) to raise money for erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; and for the payment of costs related thereto, including without limitation the costs of such borrowing.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including 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 provided by 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 Bonds shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

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, acting through its officers, employees or agents.

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 the Bonds, in order to make the same legal and binding general obligations of the Municipality, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the Municipality are hereby irrevocably pledged.

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 Clerk of the Municipality, under the manual or facsimile seal of the Municipality, which said facsimile signatures said officials adopt as and for their own proper signatures, all as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Starkville, Mississippi

\_\_\_\_\_  
Mayor

Countersigned:

\_\_\_\_\_  
City Clerk

(SEAL)

There shall be printed or accompany the Bonds a registration and authentication certificate in substantially the following form:

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Development Bonds, Series 2015, of the City of Starkville, Mississippi.

\_\_\_\_\_  
as Paying Agent

\_\_\_\_\_  
Authorized Signatory

Date of Registration and Authentication: \_\_\_\_\_

There shall be printed on or accompany the Bonds a registration and validation certificate and an assignment form in substantially the following form:

**REGISTRATION AND VALIDATION CERTIFICATE**

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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 said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Oktibbeha County, Mississippi, rendered on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
City Clerk

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 Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Signatory)

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

Date of Assignment: \_\_\_\_\_

Insert Social Security Number or Other Tax Identification Number of Assignee: \_\_\_\_\_

[END OF BOND FORM]

SECTION 9. Replacement of Bond Certificates. In case any Bond shall become mutilated or be stolen, destroyed or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the Municipality or Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 10. Security for Payment. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, to the extent other moneys are not available, there shall be and is hereby levied a direct, continuing tax upon all of the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, and taking into account any other moneys available for such purpose, to produce sums required for the payment of the principal of and the interest on the Bonds. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 11. Certificate of Registration and Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Paying Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 12. Initial Registration; Registered Owner as Owner.

(a) Initial Registration 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 (1) 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) Registered Owner as Owner. Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the Municipality maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 13. Transfers; Paying Agent to Transfer in Accordance with Bond Resolution; Expenses of Transfer.

(a) Transfers Each Bond shall be transferable only in the records of the Municipality, upon surrender thereof at the 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 Bond, the Municipality, acting through its Paying Agent, 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 or Bonds.

(b) Paying Agent to Transfer in Accordance with Bond Resolution. In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent, acting through its officers, employees or agents, shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

(c) Expenses of Transfer. The Municipality or the Paying Agent may require payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of Bonds. All other expenses incurred by the Municipality or the Paying Agent in connection with any transfer of Bonds shall be paid by the Municipality.

SECTION 14. Bond Fund; Payment by Check; Bond Fund Options.

(a) Bond Fund. The Municipality shall maintain with a qualified depository thereof a Bond Fund in its name for the payment of the principal of and interest on the Bonds, and the payment of Paying Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

(1) The accrued interest and premium, if any, received upon delivery of the Bonds (unless, with respect to the premium, and to the extent otherwise designated by the

Municipality acting through its Mayor, in which case all or a portion of any premium may be designated for deposit into the Improvement Fund);

(2) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(3) Any income received from investment of moneys in the Bond Fund; and

(4) Any other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund.

(b) Payments by Clerk. As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Bond Fund sufficient moneys to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent prior to the date on which said interest or principal and interest shall become due, and in accordance with any statutory requirements.

(c) Bond Fund Options. Notwithstanding anything herein to the contrary, the Municipality at its option, may maintain one (1) bond fund for all general obligation bonds of the Municipality, or as many as it shall deem to be appropriate.

SECTION 15. Improvement Fund. The principal proceeds received upon the sale of the Bonds shall be deposited with a qualified depository of the Municipality in a special improvement fund, hereby created, in the name of the Municipality and herein referred to as the "Improvement Fund." From the Improvement Fund there shall be first paid the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, and bond insurance, if any, sale, validation and delivery of the Bonds. The balance thereof shall be held and disbursed for the Authorized Purpose, as authorized by the Act.

SECTION 16. Payments of Principal; Payments of Interest; Method of Payment; Change of Address.

(a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

(b) Payments of Interest. 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) Method of Payment; Change of Address. Principal of and interest on the Bonds shall be paid by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later

date on which any Bond shall be presented and surrendered for payment as provided herein) or such other method as may be mutually satisfactory to the Paying Agent and Bond Holders, to the 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 fifteenth (15th) day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

SECTION 17. Validation. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State Bond Attorney for the institution of validation proceedings.

SECTION 18. Validation of Certain Amendments, Revisions or Supplements. 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 one (1) year from the actual date of the Bonds as provided by the subsequent resolution directing the offer for sale thereof, and continuing through the twentieth (20) year from such actual date of the Bonds. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing twelve (12) months from 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 19. Events of Default; Remedies. An "Event of Default" as used in this 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 (c) filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws. Notwithstanding the foregoing, the Municipality's noncompliance with its obligations under Section 22 hereof and the Continuing Disclosure Certificate shall not constitute an Event of Default within the meaning of this Section.

The Holders of not less than twenty-five percent (25%) of the aggregate principal amount of the outstanding Bonds may, upon an Event of Default, by suit, action, mandamus or other proceedings at law or in equity take action to enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality under the provisions of the Act and this Bond Resolution. The Holders of not less

than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding may appoint a trustee for the Holders of all outstanding Bonds issued under this Bond Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders under this Bond Resolution.

Nothing in this Bond Resolution contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner in said Bonds expressed.

SECTION 20. Preliminary Official Statement. 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 B**.

SECTION 21. Official Statement. (a) 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.

(b) 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.

SECTION 22. Continuing Disclosure Certificate. The Governing Body hereby approves and adopts the Continuing Disclosure Certificate attached to the Preliminary Official Statement, and approves and authorizes the execution of said Continuing Disclosure Certificate 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 23. Offer for Sale as Provided in Notice; Interest Rate Limit; Requirements of Act.

(a) Offer for Sale as Provided in Notice The Bonds shall be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, and on the date and at the hour specified and upon the terms and conditions set out in the Notice in Section 20 hereof. On or before said date and hour, such sealed bids must be filed with the Clerk at the place specified in the Notice. The Governing Body reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Bonds at a private sale at any time within sixty (60) days after the date advertised for the receipt of bids, at a price not less than the highest bid which shall have been received at the advertised sale.

(b) Interest Rate Limit; Requirements of Act. In no event shall the Bonds be issued at a rate of interest in excess of that allowed in the Notice and the Bonds shall in all other respects comply with the requirements of the Act.

SECTION 24. Notice: Publication and Form. As required by Section 31-19-25, Mississippi Code of 1972, the 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 Oktibbeha County, Mississippi, 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

\$5,000,000

GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2015

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 for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Five Million Dollars (\$5,000,000) General Obligation Development Bonds, Series 2015, of the Municipality (the "Bonds") on May 5, 2015 until the hour of 4:00 o'clock p.m., and such bids should be delivered to the City Clerk at her office in the City Hall of the Municipality. The City Clerk will act on behalf of the Governing Body to receive bids at the aforesaid date, time and place. Immediately following said time on said date, said bids will be publicly opened and read in the City Hall.

**THE BONDS:** The Bonds will be dated and bear interest from May 1, 2015; 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 (1) 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 from the date thereof, payable on May 1, 2016, and semiannually thereafter on May 1 and November 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale.

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

<u>YEAR</u>	<u>AMOUNT</u>
2016	175,000
2017	185,000
2018	190,000
2019	195,000
2020	205,000
2021	210,000
2022	220,000
2023	225,000
2024	235,000
2025	240,000
2026	250,000
2027	260,000
2028	265,000
2029	275,000
2030	285,000

2031	295,000
2032	305,000
2033	315,000
2034	330,000
2035	340,000

REDEMPTION: Bonds maturing after May 1, 2025, are subject to redemption prior to their respective maturities at the election of the Municipality on and after May 1, 2025, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds, in integral multiples of Five Thousand Dollars (\$5,000), and for all purposes of the Bond Resolution, all provisions pertaining to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 through 21-33-329, Mississippi Code of 1972 (the "Act"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

PURPOSE: The Bonds are being issued to provide funds to support industrial or other economic development projects approved and recommended by the Golden Triangle Development Link in the principal amount of Five Million Dollars (\$5,000,000) to raise money for erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; and for the payment of costs related thereto, including without limitation the costs of such borrowing.

**FORM OF BIDS:** Bids should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Bid for General Obligation Development Bonds, Series 2015, of the City of Starkville, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to the date and hour hereinabove named. All bids should be submitted substantially in the form prepared by the Municipality. A copy of the Preliminary Official Statement and the bid form may be obtained from Lezlin K Walker at Jones Walker L.L.P., Jackson, Mississippi Bond Counsel, telephone (601) 949-4799 or email [lwallace@joneswalker.com](mailto:lwallace@joneswalker.com).

**INTEREST RATE AND BID RESTRICTIONS:** The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, nor shall the interest rate for any one maturity exceed eleven percent (11%) 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 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate of interest cannot be named.

**GOOD FAITH DEPOSIT:** Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the amount of One Hundred Thousand Dollars (\$100,000) 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.

**DTC BOOK-ENTRY-ONLY:** The Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-Entry-Only system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry-only. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

**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 (6) decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for four (4) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

**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 sale of the Bonds, subject to the approval of the Governing Body. The Governing Body'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 thirty (30) 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 L.L.P., Jackson, Mississippi, Bond Counsel. In the opinion of Jones Walker L.L.P., Jackson, Mississippi, interest on the Bonds is exempt from 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 non-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 taxes to be levied 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 AS QUALIFIED TAX-EXEMPT OBLIGATIONS:** The Municipality has 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.

**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 this 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 underwriters, 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 up to fifty (50) 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. The successful bidder must notify the City Clerk of the Municipality in writing within five (5) business days of the 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 award of the Bonds.

**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 Certificate, 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 Certificate at the time of issuance and delivery of the Bonds shall relieve the successful bidder from its obligation to purchase the Bonds.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on March 3, 2015.

/s/ Lesa Hardin  
City Clerk

Publication Dates:  
Starkville Daily News *April 14, 2015 and April 21, 2015*

**[END OF NOTICE]**

SECTION 25. Proof of Publication. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

SECTION 26. Continuing Disclosure. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Bond Resolution, failure of the Municipality to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default pursuant to Section 19 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 27. Book-Entry Only 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 28 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 Municipal 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 Municipal 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 28. Successor Securities Depository; Transfers Outside Book-Entry Only 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 29. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any of the Bonds is 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.

SECTION 30. Non-arbitrage Bond Covenants; Non-arbitrage and Federal Tax Certificate. (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) 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 Clerk are hereby authorized to execute a "non-arbitrage 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 31. Private Activity Bond Covenants; Tax Covenants. (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 Bond proceeds 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 Bond proceeds 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 Bond proceeds 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 Bond proceeds.

(e) The amount of Bond proceeds used with respect to any private business use which is related to a governmental use of such Bond proceeds will not exceed the amount of Bond proceeds 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 Bond 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 the 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 or any agency or instrumentality thereof or any entity with

statutory authority to borrow from the United States; 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 bond proceeds 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 32. When Computations, Deposits or Rebate Payments Are Not Required. In the event it is determined 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 26 and 27 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 33. Bonds as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as a portion of the Ten Million Dollars (\$10,000,000) of qualified tax-exempt obligations for calendar year 2015 within the meaning and for the purposes of Section 265(b)(3) of the Code.

SECTION 34. 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 years or more.

SECTION 35. 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) 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 levy taxes in an amount sufficient to pay the interest and principal on the Bonds, as the same mature and become due, 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; or

(3) to subject to the pledge herein contained additional revenues or receipts.

(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.

**SECTION 36. 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 in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then payment 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 37. Post Issuance Compliance Procedures.** The Municipality hereby approved and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Attachment A** hereto.

**SECTION 38. Severability; Ministerial Changes.** (a) If any section, paragraph, clause or provision of this Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision hereof.

(b) In the event the Bonds are delivered in a year other than is shown as the year identifying the series of the Bonds, then the year identifying the series of the Bonds shall be changed to the year of delivery thereof.

SECTION 39. Repealer; Effective Date. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

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

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Scott Maynard	voted: _____
Alderman Roy A'Perkins	voted: _____
Alderman Henry Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____
Alderman Lisa Wynn	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 3rd day of March, 2015.

City of Starkville, Mississippi

\_\_\_\_\_  
Parker Wiseman, Mayor

ATTEST:

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

ATTACHMENT A  
POST ISSUANCE COMPLIANCE PROCEDURES

ATTACHMENT B  
PRELIMINARY OFFICIAL STATEMENT

**BOND TRANSCRIPT CERTIFICATE**

**STATE OF MISSISSIPPI  
OKTIBBEHA COUNTY**

I, Lesa Hardin, the duly qualified and acting City Clerk of the City of Starkville, Mississippi (the "Municipality"), hereby certify that the following persons have constituted the duly qualified and acting members of the Board of Aldermen of the Municipality at all times relative to the proceedings pertaining to the issuance of the General Obligation Development Bonds, Series 2015, of the Municipality in the principal amount of Five Million Dollars (\$5,000,000), dated May 1, 2015 (the "Bonds"), to wit: Ben Carver, David Little, Scott Maynard, Roy A' Perkins, Henry Vaughn, Sr., Jason Walker and Lisa Wynn.

I further certify that Parker Wiseman was the duly qualified and acting Mayor of the Municipality at all times relative to the proceedings pertaining to the issuance of the Bonds.

I further certify that the time set for holding regular meetings of the Mayor and Board of Aldermen (the "Governing Body") as set by its order is on the first Tuesday of each month at 5:30 o'clock p.m., unless otherwise specified by the Governing Body.

I hereby certify that the attached and foregoing pages included in this bond transcript constitute a full, true and complete transcript of all of the proceedings of the Governing Body which relate to and/or affect the issuance and sale of negotiable interest-bearing Bonds.

I further certify that this transcript includes all legal papers pertaining to the issuance of the Bonds, including excerpts of minutes of meetings of the Governing Body, resolutions and proofs of publication, all of which are on file in my office in the City Hall.

I further certify that none of these proceedings or resolutions of the Governing Body in the matter of the issuance and sale of the Bonds have been amended, modified, vacated or rescinded in any manner, except as may be indicated; that all resolutions contained herein have been submitted to and approved by the Mayor of the Municipality; and that no appeal has been taken from any of the actions of the Governing Body in connection with said matter.

I further certify that there is no litigation now pending or threatened in any way involving the issuance and sale of the Bonds.

**WITNESS MY SIGNATURE AND THE OFFICIAL SEAL OF THE CITY OF STARKVILLE, MISSISSIPPI, this the \_\_\_\_ day of MARCH, 2015.**

**CITY OF STARKVILLE, MISSISSIPPI**

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

**SUBMITTED TO AND APPROVED BY:**

**(SEAL)**

\_\_\_\_\_  
**Parker Wiseman, Mayor**

**POST ISSUANCE COMPLIANCE PROCEDURES**

**CITY OF STARKVILLE, MISSISSIPPI**

**\$5,000,000 GENERAL OBLIGATION DEVELOPMENT BONDS  
SERIES 2015**

**DATED DATE:** \_\_\_\_\_  
**CLOSING DATE:** \_\_\_\_\_

All words and phrases defined in the Bond Resolution (defined below) shall have the same meanings herein. In addition, as used herein, the following words and phrases shall have the following meanings:

"Act" shall mean Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean to support industrial or other economic development projects approved and recommended by the Golden Triangle Development Link in the principal amount of Five Million Dollars (\$5,000,000) to raise money for erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; and for the payment of costs related thereto, including without limitation the costs of such borrowing.

"Bond" or "Bonds" shall mean the \$\_\_\_\_\_ General Obligation Development Bonds, Series 2015, of the Municipality authorized and directed to be issued in this Bond Resolution.

"Bond Counsel" shall mean Jones Walker LLP, Jackson, Mississippi.

"Bond Resolution" shall mean the resolution of the Municipality adopted on \_\_\_\_\_, 2015 authorizing and directing the issuance of the Bonds.

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

"Code" will mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Federal Tax Certificate" shall mean that certain Federal Tax Certificate, dated as of \_\_\_\_\_, executed by the Municipality in connection with the issuance of the Bonds.

"Financing Documents" shall mean the Bond Resolution, the Federal Tax Certificate and all other documents, certificates, writings and representations delivered in connection with the issuance of the Bonds.

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

"Mayor" shall mean the Mayor of the Municipality.

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

"Paying Agent" shall mean \_\_\_\_\_, Mississippi, which shall act as paying agent, registrar and transfer agent for the Bonds.

"Procedures" shall mean these Post Issuance Compliance Procedures.

"Regulations" shall mean the regulations issued pursuant to the Code.

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

"Underwriter" shall mean \_\_\_\_\_, the underwriter for the Bonds.

## General

These Post Issuance Compliance Procedures are intended to complement, but not to be a substitute for, the requirements set forth in the Federal Tax Certificate and the Financing Documents.

### ***Information Regarding the Bonds:***

1. The Bonds were publicly offered on \_\_\_\_\_, and the initial offering price to the public (excluding bond houses and brokers) at which price a substantial ("substantial" being generally defined as at least ten percent (10%) of each maturity) amount of the Bonds was sold at the initial offering price or less, plus accrued interest from the date of the Bonds to the date of delivery.

2. As certified by the Underwriter, the yield on the Bonds is not less than \_\_\_\_\_% per annum.

## **Use of Proceeds**

All of the proceeds of the Bonds must be spent for the Authorized Purpose. The Financing Documents provide that any proceeds of the Bonds remaining after completion of the projects to be financed within the Authorized Purpose shall be transferred to the Bond Fund. If the amount remaining exceeds two percent (2.0%) of the proceeds of the Bonds, then Bond Counsel should be contacted to insure compliance with the Code and the Regulations.

## **Temporary Periods**

### **Requirements:**

Generally, sale and investment proceeds of this issue has a 3-year temporary period wherein the Municipality may invest at unrestricted yields. In order to qualify for the temporary period, the Municipality has certified that it expects to satisfy the following requirements:

### **Time Test:**

The Municipality has certified that it reasonably expects to incur, within 6 months from the date of issuance (\_\_\_\_\_), a substantial binding commitment to expend at least 5% of the net sale proceeds on capital projects.

### **3-Year Temporary Period:**

At least 85% of the net sales proceeds should be expended by the end of the 3 year period following the date of issuance, or \_\_\_\_\_.

**Timing:** If the Municipality is not on schedule to comply by the stated deadlines, the Responsible Party should contact Bond Counsel.

**Responsible Party:** \_\_\_\_\_  
*Initials of City Clerk*

## Pace of Spending of Proceeds

### *Requirements:*

The Federal Tax Certificate states the Municipality's expectation that it will meet the [Eighteen Month] Rebate Exception described below:

**Timing:** On or prior to \_\_\_\_\_, the Responsible Party shall review all expenditures to determine whether the proceeds of the Bonds have been spent as required for such exception. If this expectation has not been met, the Responsible Party should immediately contact Bond Counsel.

Small Issuer Exception. The Bonds are issued by the Municipality, which is a governmental unit with general taxing powers; none of the Bonds are private activity bonds as such term is defined in the Code; ninety-five percent (95%) or more of the net proceeds of the Bonds are to be used for local governmental activities of the Municipality. If it is subsequently determined that such a rebate is required, the Municipality has covenanted to take such action as is necessary to maintain the tax-exempt status of interest on the Bonds. However, all proceeds of the Bonds should be spent within three (3) years from the date of issuance thereof in order to avoid having a restriction on investment proceeds equal to the arbitrage yield on such Bonds.

Six Month Exception. Other than the proceeds on deposit in the Debt Service Account and the Debt Service Reserve Account, all proceeds of the Bonds will be expended by no later than [**6 months from Closing Date**], and therefore the Municipality reasonably expects to satisfy the 6-month rebate exception of Section 1.148-7(c) of the Treasury Regulations.

18-Month Spending Rebate Exception. The [Municipality] plans and expects that: at least (15%) fifteen percent of the gross proceeds of the Bonds (as defined in Section 1.148-7(d)(3) of the Treasury Regulations) will be spent within the six-month period beginning on the Issue Date; at least 60 percent of such proceeds will be spent for such purposes within the one-year period beginning on the Issue Date; and 100% of such proceeds will be spent for such purposes within the 18-month period beginning on the Issue Date; provided that the spending requirement for the third spending period will be deemed satisfied if the [Municipality] holds a reasonable retainage (as defined in Section 1.148-7(h) of the Treasury Regulations) and allocates such reasonable retainage to expenditures within 30 months of the Issue Date. For purposes of the preceding sentence, the term "gross proceeds" includes any proceeds and replacement proceeds of the Bonds, other than amounts (1) in a bona fide debt service fund, (2) in a reasonably required reserve or replacement fund, (3) that, as of the Issue Date, are not reasonably expected to be gross proceeds but that become gross proceeds after the end of the 18-month spending period, (4) representing sale or investment proceeds

derived from payments under any purpose investment of the issue and (5) representing repayments of grants (as defined in Section 1.148-6(d)(4) of the Treasury Regulations) financed by the issue.

Twenty-Four Month Spending Rebate Exception. (a) The Municipality reasonably expects that at least seventy-five percent (75%) of the available construction proceeds (as defined in subparagraph (c) below) of the Bonds will be used for construction expenditures (as defined in subparagraph (d) below) with respect to property which is owned by the Municipality. The Bonds are not private activity bonds as such term is defined in the Code.

(b) The Municipality reasonably expects that: at least ten percent (10%) of the available construction proceeds of the Bonds will be spent on the Project within the six-month period beginning on the Closing Date; at least forty-five percent (45%) of such proceeds will be spent on the Project within the one-year period beginning on the Closing Date; at least seventy-five percent (75%) of such proceeds will be spent on the Project within the eighteen-month period beginning on the Closing Date; and one hundred percent (100%) of such proceeds will be spent on the Project within the two-year period beginning on the Closing Date; provided that the spending requirement for the fourth (4<sup>th</sup>) spending period will be deemed satisfied if the Municipality holds a reasonable retainage (as defined in subparagraph (e) below) and allocates such reasonable retainage to expenditures within three (3) years of the Closing Date. In addition, the spending requirement for the fourth (4<sup>th</sup>) spending period will be deemed satisfied with respect to unspent proceeds that do not exceed the lesser of three percent (3%) of the issue price of the Bonds or Two Hundred and Fifty Thousand Dollars (\$250,000) so long as the Municipality exercises due diligence to complete the Project. For purposes of determining compliance with the spending requirements as of the end of the first (1<sup>st</sup>) three (3) spending periods, available construction proceeds include the amount of future earnings the Municipality reasonably expected as of the Closing Date.

(c) For purposes of subparagraphs (a), (b) and (e), the term "available construction proceeds" means the sum of (1) the issue price (within the meaning of Section 1273 and 1274 of the Code) of the Bonds; (2) earnings, if any, on amounts invested in a reasonably required reserve or replacement fund not funded from sale proceeds of the Bonds; and (3) earnings, if any, on the amounts described in clauses (1) and (2); minus (4) the amount of the issue price of the Bonds on deposit in a reasonably required reserve or replacement fund; and (5) the costs of issuance financed by the Bonds. For purposes of determining "available construction proceeds," earnings include earnings on any tax-exempt bond and earnings on gross proceeds used to pay issuance costs financed by the Bonds. Pre-issuance accrued interest on the Bonds and earnings thereon may be disregarded. The following are not "available construction proceeds:" amounts that are not gross proceeds because of the application of the universal cap rules of Section 1.148-6(b)(2) of the Treasury Regulations; amounts that are received as payment on any obligations acquired to carry out the governmental purpose of the

issue and earnings thereon; repayments of grants financed by the Municipality; and earnings, if any, on amounts in a reasonably required reserve or replacement fund, beginning after the earlier of the close of the two-year period measured from the Closing Date or the date construction is substantially completed. For purposes of this subparagraph, a reasonably required reserve or replacement fund also includes any funds to the extent described in Section 1.148-5(c)(3)(i)(E) or (G) of the Treasury Regulations.

(d) For purposes of subparagraphs (a) and (b), the term "construction expenditures" means capital expenditures (as defined in Section 1.150-1 of the Treasury Regulations) that are allocable to the cost of real property (as defined in Section 1.148-7(c)(3)(i) of the Treasury Regulations) or constructed personal property (as defined in Section 1.148-7(g)(3) of the Treasury Regulations). Except for certain acquisitions under turnkey contracts (as defined in Section 1.148-7(g)(2) of the Treasury Regulations), construction expenditures do not include expenditures for acquisitions of interests in land or other existing real property.

(e) For purposes of subparagraph (b), the term "reasonable retainage" means an amount, not to exceed five percent (5%) of available construction proceeds as of the end of the fourth (4<sup>th</sup>) spending period, that is retained for reasonable business purposes relating to the property financed with the proceeds of the Bonds).

**Responsible Party:** \_\_\_\_\_  
*Initials of City Clerk*

## Bond Fund – Avoidance of Arbitrage Rebate

### **Requirements:**

The moneys in the Bond Fund may be invested without restriction as long as the fund is used primarily to achieve a proper matching of tax revenues with principal and interest payments. If (1) the amount therein following the principal and interest payment on \_\_\_\_\_ of each year exceeds \$ \_\_\_\_\_ (one-twelfth (1/12 of the lowest annual debt service (\$ \_\_\_\_\_) on the Bonds) , and (2) any investments in the Bond Fund exceed \_\_\_\_\_%, then Bond Counsel should be contacted.

**Timing:** following the principal and interest payment on \_\_\_\_\_ of each year.

**Responsible Party:** \_\_\_\_\_  
*Initials of City Clerk*

## Private Use of Bond Financed Facilities

### **Requirements:**

The restrictions on private use of property are set forth in the Federal Tax Certificate.

Private use may result from the sale or lease of 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 bond financed facility for private parties or the Federal government. In addition, private use may result if private non-profit entities have regular and extended use of bond financed property.

### **Timing:**

Any material agreement that permits a private business or the Federal Government or any private non-profit entity to use bond-financed property should be reviewed prior to execution. Annually, a general review of the use of bond financed facilities should be conducted. Bond-financed property should not be sold or leased without first consulting with Bond Counsel.

**Responsible Party:** \_\_\_\_\_  
*Initials of City Clerk*

## **Remedial Action Upon Change in Use**

***Requirements:***

A deliberate action that changes the use of the bond financed property and results in private business use in excess of permitted amounts can be remedied if remedial action is taken under Treasury Regulation §1.141-12.

Remedial action generally consists of redemption or defeasance of a portion of the outstanding bonds.

***Timing:*** The remedial action generally must be implemented within 90 days of the deliberate action.

***Responsible Party:*** \_\_\_\_\_  
*Initials of City Clerk*

## **Record Retention**

***Requirements:***

Records relating to the bond issue should be maintained until three years after all of the Bonds have been retired.

Records include the bond transcript, documentation of expenditures, and documentation of the government and private use of the bond financed property.

***Timing:*** Ongoing.

***Responsible Party:*** \_\_\_\_\_  
*Initials of City Clerk*

## Reporting to the Internal Revenue Service

***Requirements:***

IRS Form 8038-G for the Bonds will be filed promptly after the Closing but in any event on or before the 15th day of the second (2<sup>nd</sup>) calendar month after the close of the calendar quarter in which the Bonds were issued.

***Timing:*** IRS Form 8038-G should be filed promptly after closing and no more than the date described above.

***Responsible Party:*** Bond Counsel

Dated \_\_\_\_\_.

City of Starkville, Mississippi

\_\_\_\_\_  
Parker Wiseman, Mayor

ATTEST:

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

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 MARCH 3, 2015**

*In the opinion of Bond Counsel, assuming continuing compliance with all covenants set forth in the Series 2015 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.*

**\$5,000,000**  
**GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2015**  
**OF THE CITY OF STARKVILLE, MISSISSIPPI**

DATED: May 1, 2015

DUE: May 1 as shown below

Interest payable on May 1, 2016, and semiannually thereafter on May 1 and November 1 of each year. The Bonds, in registered form and in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity, will mature on May 1, with option of prior payment, in the years and principal amounts as follows:

**Maturity Schedule**

<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>
2016	175,000			2026	250,000		
2017	185,000			2027	260,000		
2018	190,000			2028	265,000		
2019	195,000			2029	275,000		
2020	205,000			2030	285,000		
2021	210,000			2031	295,000		
2022	220,000			2032	305,000		
2023	225,000			2033	315,000		
2024	235,000			2034	330,000		
2025	240,000			2035	340,000		

The Bonds are being offered for sale in accordance with the official Notice of Bond Sale dated March 3, 2015.

Sealed bids for the Bonds will be received until the hour of 4:00 o'clock p.m. on May 5, 2015, by the City Clerk at her office in the City Hall of the Municipality. The City Clerk will act on behalf of the Governing Body to receive bids at the aforesaid date, time and place.

**The Bonds are being offered as "qualified tax-exempt bonds" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.**

The Bonds are offered subject to the final approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel.

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 since the date hereof.

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TABLE OF CONTENTS

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CITY OFFICIALS AND PROFESSIONALS.....	
INTRODUCTION .....	1
DEFINITIONS.....	1
THE BONDS .....	3
Purpose and Authorization.....	3
Security.....	3
Redemption.....	4
1995 Constitutional Amendment.....	4
CONTINUING DISCLOSURE.....	4
BOOK-ENTRY ONLY SYSTEM.....	5
ECONOMIC AND DEMOGRAPHIC INFORMATION .....	9
General Description.....	9
Population.....	9
Government.....	9
Transportation.....	10
Per Capita Income.....	10
Major Employers.....	11
Retail Sales.....	11
Sales Tax Rebates from State.....	11
Employment Statistics of the County.....	12
Educational Facilities.....	12
TAX INFORMATION .....	13
Assessed Valuation.....	13
Procedure For Property Assessments.....	14
Homestead Exemption.....	15
Tax Levy Per \$1,000 Valuation.....	15
Ad Valorem Tax Collections.....	16
Procedure for Tax Collections.....	16
DEBT INFORMATION .....	18
Legal Debt Limit Statement.....	18
Statutory Debt Limits.....	18
Outstanding General Obligation Bonded Debt.....	19
Other Outstanding Bonded Debt.....	19
Other Debt.....	20
General Obligation Bonded Debt.....	20
Debt Ratios.....	21
Annual Debt Service Requirements.....	21
AUDITORS .....	21
FINANCIAL ADVISOR .....	22

MISCELLANEOUS AND LEGAL INFORMATION .....	22
No Default on Securities.....	22
No Bond Proceeds for Current Operating Expenses.....	22
Pension Plan.....	22
Legal Proceedings.....	22
Sovereign Immunity.....	22
Validation.....	23
Approval of Legal Proceedings.....	23
Tax Exemption.....	23
Miscellaneous.....	25

APPENDIX A - NOTICE OF BOND SALE

APPENDIX B - BUDGET OF ESTIMATED REVENUES AND EXPENDITURES FOR THE  
FISCAL YEAR ENDING SEPTEMBER 30, 2015

APPENDIX C - AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR  
ENDED SEPTEMBER 30, 2013

APPENDIX D - FORM OF BOND COUNSEL OPINION

APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE OF  
THE CITY OF STARKVILLE, MISSISSIPPI

**CITY OF STARKVILLE, MISSISSIPPI**

Parker Wiseman  
MAYOR

**BOARD OF ALDERMEN**

Ben Carver	Roy Á. Perkins
Scott Maynard	Henry N. Vaughn, Sr.
David Little	Jason Walker
Lisa Wynn	

Lesa Hardin  
CITY CLERK

Taylor Adams  
CHIEF ADMINISTRATIVE OFFICER  
CHIEF FINANCIAL OFFICER

Christopher J. Latimer, Esq.  
Starkville, Mississippi  
ATTORNEY FOR THE CITY

Watkins, Ward and Stafford, PLLC  
Starkville, Mississippi  
CERTIFIED PUBLIC ACCOUNTANTS  
FOR THE CITY

Government Consultants, Inc.  
Jackson, Mississippi  
FINANCIAL CONSULTANTS-ADVISORS

Jones Walker LLP  
Jackson, Mississippi  
BOND COUNSEL

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**OFFICIAL STATEMENT**

**\$5,000,000**

**GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2015**

**OF THE**

**CITY OF STARKVILLE, MISSISSIPPI**

***INTRODUCTION***

The purpose of this Official Statement is to set forth certain information in connection with the sale of the General Obligation Development Bonds, Series 2015, dated May 1, 2015 (the "Bonds"), of the City of Starkville, Mississippi (the "Municipality").

Reference is made to the Act as hereinafter defined, the Bond Resolution as hereinafter defined 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 tax revenues for the payment of the principal of and interest on the Bonds, the nature and extent of said pledge and the terms and conditions under which the Bonds are issued.

***DEFINITIONS***

"Act" shall mean Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean to support industrial or other economic development projects approved and recommended by the Golden Triangle Development Link in the principal amount of Five Million Dollars (\$5,000,000) to raise money for erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; and for the payment of costs related thereto, including without limitation the costs of such borrowing.

"Bond" or "Bonds" shall mean the General Obligation Development Bonds, Series 2015, of the Municipality.

"Bond Counsel" shall mean Jones Walker L.L.P., Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds.

"Bond Fund" shall mean the fund of the Municipality provided for in the Bond Resolution.

"Bond Resolution" shall mean the resolution adopted by the Governing Body on March 3, 2015, pursuant to which the Bonds are being issued as the same from time to time may be amended.

"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.

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

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

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

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

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

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

"Improvement Fund" shall mean the Improvement Fund of the Municipality provided for in the Bond Resolution.

"Mayor" shall mean the Mayor of the Municipality.

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

"Notice" shall mean the Notice of Bond Sale set out in APPENDIX A hereto.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" shall mean any bank, trust company or other institution designated, whether herein or hereafter, by the Governing Body to make payments of the principal of and interest on the Bonds, 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.

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

"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 date on which such principal shall be due and payable, whether at maturity or upon redemption prior to maturity.

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

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality maintained by the Paying Agent.

### ***THE BONDS***

**Purpose and Authorization.** The Bonds are being issued to provide funds for the Authorized Purpose.

The Bonds will be issued pursuant to the provisions of Section 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "Act"), and a Bond Resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") on March 3, 2015 (the "Bond Resolution").

In order to issue the Bonds, the Governing Body adopted a resolution declaring its intention to issue the Bonds and gave notice of such intention by publication of said resolution in a newspaper published and of general circulation in the Municipality. If 20 percent, or 1,500, whichever had been less, of the qualified electors of the Municipality had filed a written protest against the issuance of the Bonds on or before the date specified in said resolution, an election on the question of the issuance of the Bonds would have been held. September 17, 2013, was set by the Governing Body as the date on or before which written protest was required to have been filed. No written protest having been received on or before said date, the Governing Body is now authorized and empowered by the Act to issue the Bonds without the necessity of calling and holding an election on the question of the issuance thereof.

**Security.** The Bonds will be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. The Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

**Redemption.** Bonds maturing after [\_\_\_\_ 1, 202\_], are subject to redemption prior to their respective maturities at the election of the Municipality on and after [\_\_\_\_ 1, 202\_], either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds, in integral multiples of Five Thousand Dollars (\$5,000), and for all purposes of the Bond Resolution, all provisions pertaining to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

**1995 Constitutional Amendment.** The qualified electors of the State of Mississippi (the "State") voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 to add the following new Section 172A (the "Amendment"):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the Bonds as they mature and become due nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect bondholders' remedies in the event of a payment default, it potentially prevents bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the bondholders in the event of a payment default with respect to the Bonds. For example, bondholders can seek a writ of mandamus to compel the Municipality to use any legally available moneys to pay the debt service on the Bonds, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to the Mississippi Constitution §175, all public officers who are guilty of willful neglect of duty may be removed from office.

#### ***CONTINUING DISCLOSURE***

The Municipality has entered into a Continuing Disclosure Agreement for the benefit of holders of the Bonds wherein the Municipality has agreed 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 E" hereto. A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with the 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.

Audited financial statements for the 2013 fiscal year were not filed within 270 days of the end of the fiscal year as required by certain prior continuing disclosure undertakings because the audit was not completed by that date. The audit of the 2013 audited financial statements was completed on August 19, 2014 and the 2013 audited financial statements were filed on EMMA on September 18, 2014.

In connection with two tax increment bond issues, the Municipality undertook to include in the Annual Report information concerning "tax increment revenues" in addition to audited financial statements. Although the audited financial statements and general tax information were timely filed for the past five years with respect to these tax increment bond issues, the Annual Reports filed with respect to these tax increment bond issues did not specify the amount of "tax increment revenues."

## **[UPDATE]**

### ***BOOK-ENTRY ONLY SYSTEM***

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Series 2015 Bond certificate will be issued for each maturity of the Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's Participants deposit with DTC. DTC also facilitates the post-trade settlement among DTC Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between DTC Participants' accounts. This eliminates the need for physical movement of securities certificates. DTC Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned

subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through DTC Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2015 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by DTC Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the DTC Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2015 Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed. Neither DTC nor Cede & Co. (nor any other DTC

nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Municipality as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those DTC Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit DTC Participants' accounts, upon DTC's receipt of funds and corresponding detailed information from the Municipality or the Paying Agent, on payment dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the Municipality, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Municipality or the Paying Agent, disbursement of such payments to DTC Participants will be the responsibility of DTC and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Municipality or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2015 Bond certificates are required to be printed and delivered.

The Municipality may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2015 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Municipality believes to be reliable, but the Municipality takes no responsibility for the accuracy thereof. So long as Cede & Co. is the registered holder of the Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Bonds mean Cede & Co. and not the Beneficial Owners of the Bonds.

**THE MUNICIPALITY AND THE PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC**

**ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC. NEITHER THE MUNICIPALITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.**

***ECONOMIC AND DEMOGRAPHIC INFORMATION***

**General Description.** The City, the county seat of Oktibbeha County, Mississippi (the “County”), is located in the northeastern section of the County. The City, originally named “Boardtown,” was renamed “Starkville” in 1834 in honor of General John Stark, a hero of the American Revolution. The City 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 City, with only a small portion on the western edge of the University within the boundaries of the City. The University is an important factor in the City’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 City and the County have been recorded as follows:

	<u>2010</u>	<u>2000</u>	<u>1990</u>	<u>1980</u>
The City	23,888	21,869	18,474	16,139
The County	47,671	42,902	38,404	36,060

SOURCE: United States Department of Commerce, Census data at [www.census.gov](http://www.census.gov).

**Government.** The City 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>
Parker Wiseman	Mayor	2009
David Little		2013
Scott Maynard		2013
Roy Á Perkins	Attorney	1993
Henry N. Vaughn, Sr.	Shipping/Receiving Supervisor	2009
Ben Carver	Center for Governmental Technology Extension Associate	2009
Jason Walker		2013
Lisa Wynn		2013

**Transportation.** Access to the City 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 City by the Kansas City Southern Railroad. Several common carriers are authorized to serve the City. The nearest commercial airport is Golden Triangle Regional Airport in Lowndes County, 15 miles from the City. Bryan Field is located within the County a distance of three miles from the City. 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>
2013	\$29,653	\$33,913	\$44,765	66.24%
2012	29,105	33,446	44,200	65.85%
2011	28,588	32,108	42,332	67.53%
2010	27,484	30,834	40,144	68.46%
2009	26,969	30,278	39,379	68.49%

SOURCE: United States Department of Commerce, Bureau of Economic Analysis [www.bea.gov](http://www.bea.gov).

**Major Employers.** The following is a partial listing of the City’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	Management headquarters for children’s clothing company
MFJ Manufacturing	135	HAM radio parts
Lowe’s Home Centers, Inc.	120	Retail home improvement

**Retail Sales.**

State Fiscal Year

<u>Ended June 30</u>	<u>Starkville</u>	<u>Oktibbeha County</u>
2013	\$443,596,476	\$606,567,774
2012	433,467,830	599,137,317
2011	420,956,244	579,916,984
2010	407,328,030	540,308,264
2009	397,977,045	529,310,905

SOURCE: Mississippi Department of Revenue website: <http://www.dor.ms.gov>  
Annual Reports, for fiscal years indicated.

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

<u>State Fiscal Year</u> <u>Ended June 30</u>	<u>Amount</u>
2013	\$5,666,165

2012	5,579,998
2011	5,283,053
2010	5,250,364
2009	5,134,364

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

**Employment Statistics of the County.**

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
<i>Residence Based Amounts.</i>					
Civilian Labor Force	20,090	20,320	20,980	21,030	20,720
Unemployed	1,760	2,250	2,290	1,900	1,780
Unemployment Rate	8.8	11.1	10.9	9.0	8.6
Employed	18,330	18,070	18,690	19,130	18,940
<i>Establishment Based Amounts.</i>					
Manufacturing	1,390	1,330	1,380	1,420	1,400
Nonmanufacturing	18,970	18,470	18,940	19,430	19,690

SOURCE: Mississippi Department of Employment Security, website: [www.mdes.ms.gov](http://www.mdes.ms.gov)  
Annual Averages, Labor Force and Establishment Based Employment.

**Educational Facilities.** The Starkville School District (the “District”) is comprised of the area within the corporate limits of the City and approximately 100 square miles outside of the corporate limits. The estimated population of the District is 25,000.

Students in pre-kindergarten through grade 12 in the District are housed in eight school plants. The District has recently undergone an extensive building and renovation program, adding to or renovating each building in the District.

Sudduth Elementary School serves kindergarten through grade two students, was constructed in 1959 and renovated in 1998. Sudduth is “brick and mortar” construction and contains 93,680 square feet.

Overstreet Elementary School serves grade three. The original building was renovated and an addition was completed in 1949. Additions were also added in 1958 and 1976. Additional renovations were completed in 1998. Overstreet is “brick and mortar” construction and contains 38,145 square feet.

Ward-Stewart Elementary School serves grades four and five. Ward-Stewart is comprised of four buildings which contain 69,766 square feet, which buildings include two separate classroom units, a band hall and an office complex. The original Ward classroom building was constructed in 1964. The original Rosa Stewart classroom building was constructed in 1954. Additions and renovations were completed in 1973, 1976, 1987 and 1996. Three of the buildings are “brick and mortar” construction. The band hall is a metal building. Total square footage is 69,766.

Henderson Elementary School serves grade six and was constructed in 1959 with additions in 1976, 1987 and 1996. Henderson is “brick and mortar” construction, contains 36,829 square feet and includes an adjacent gym facility. Also on the Henderson campus is a metal building which houses band, physical education, art, music and regular education classes. This building was constructed in the late 1960s and was renovated in 1998.

Armstrong Middle School serves grades seven and eight and was constructed in 1976. An addition was completed in 1996 and additional renovations were completed in 1999. Armstrong is “brick and mortar” construction and contains 73,970 square feet.

Starkville High School serves grades nine through twelve and was constructed in 1961 with additions in 1976, 1984, 1987 and 1998. It is “brick and mortar” construction and contains 198,397 square feet. Also on the Starkville High School campus is Millsaps Vocational Center which was constructed in 1972 and renovated in 1998. The “brick and mortar” building contains 50,400 square feet.

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 City 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 2013-2014 and for the four preceding years are as follows:

<u>Scholastic Year</u>	<u>Enrollment</u>
2014-15	4,378
2013-14	4,281
2012-13	4,302
2011-12	4,150
2010-11	4,097

SOURCE: Mississippi Department of Education website: [www.mde.k12.ms.us](http://www.mde.k12.ms.us)

### ***TAX INFORMATION***

#### **Assessed Valuation.**

<u>Assessment Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Public Utility Property</u>	<u>Total</u>
2014				

2013	164,020,584	47,043,050	2,794,780	213,858,414
2012	160,234,738	49,236,924	3,229,590	212,701,252
2011	158,654,488	47,402,669	4,414,930	210,472,087
2010	155,643,492	47,986,677	4,414,930	208,045,099

NOTE: Assessed valuation of motor vehicles included in the 2014 assessed valuation of personal property above is \$\_\_\_\_\_.

SOURCE: Office of the City Clerk, March, 2015.

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 State Tax Commission, which examines them on receipt. The State Tax Commission 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 State Tax Commission. If the Governing Body has any objections to the order of the State Tax Commission, it may arrange a hearing before such commission. 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 State Tax Commission. With minor exceptions the property of public utilities is assessed each year by the State Tax Commission.

**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 State Tax Commission. 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>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>
<i>General Purposes.</i>					
General Revenue Purposes & General Improvements		\$21.98	\$20.00	\$20.00	\$20.00
		<u>\$21.98</u>	<u>\$20.00</u>	<u>\$20.00</u>	<u>\$20.00</u>
<i>School Purposes.</i>					
District Maintenance		\$49.47	\$49.19	\$48.31	\$48.35
Limited Tax Note & Int. Skg.Fd.		.12	.12	.13	.13
Millsaps Vocational Ct.		1.50	1.75	2.10	2.60
1995 Bond & Int. Skg. Fd.		3.39	3.39	3.30	3.59
2008 Bond & Int. Fd		8.48	8.51	8.40	8.10
		<u>\$62.96</u>	<u>\$62.96</u>	<u>\$62.24</u>	<u>\$62.77</u>
		<u>\$84.94</u>	<u>\$82.96</u>	<u>\$82.24</u>	<u>\$82.77</u>

The City also levies a tax of 2 mills for the development and growth of the downtown business district.

SOURCE: Office of the City Clerk, March, 2015.

**Ad Valorem Tax Collections.**

<u>Year Ended</u> <u>September 30</u>	<u>Taxes</u> <u>Due</u>	<u>Taxes</u> <u>Collected</u> <sup>1</sup>	<u>Difference</u> <u>Over (Under)</u>
2014			
2013	4,083,500	4,239,600	156,100
2012	4,087,500	4,265,479	177,979
2011	3,996,497	4,057,448	60,951
2010	3,518,864	3,542,792	23,928

<sup>1</sup> Includes prior years' collections.

SOURCE: Office of the City Clerk, March, 2015.

**Procedure for Tax Collections.** The Governing Body is required under the Act and the Bond Resolution to levy annually a special tax upon all taxable property within the Municipality sufficient to provide for the payment of the principal of and the interest on the Bonds, taking into account any moneys otherwise available for such purpose. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes will bear interest at the rate of one percent per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Ad valorem taxes on personal property are payable at the same time and in the same manner as on real property. Section 27-41-15, Mississippi Code of 1972, provides that upon failure of a taxpayer to make timely payment, the tax collector of each county is authorized to sell any personal property liable for unpaid taxes at the courthouse door of such county unless the property is too cumbersome to be removed. Five days' notice of the sale in an advertisement posted in three public places in such county, one of which must be the courthouse, is required. Interest, fees, costs and expenses of sale are recoverable in addition to the taxes delinquent. If sufficient personal property cannot be found, the tax collector may make a list of debts due such taxpayer by other persons and sell such debts and is further directed to sell sufficient other properties of such taxpayer to pay the delinquent taxes. Debts sold may be redeemed within six months from the sale in the same manner as redemption of land from tax sales.

Section 27-41-55, Mississippi Code of 1972, provides that after the fifth day of August in each year, the tax collector for each county shall advertise and sell all land in such county on which all taxes due and in arrears have not been paid, as well as all land liable for other matured taxes. The owner, or any person interested in the land sold for taxes, may redeem the land at any time within two years after the day of sale by paying all taxes, costs, interest and damages due to the chancery clerk. A valid tax sale will mature two years after the date of sale unless the land is redeemed and title will vest in the purchaser on such date.

At the option of the tax collector, advertisement for the sale of such county lands may be made after the fifteenth day of February in each year with the sale of such lands to be held on the first Monday of April following. All provisions which relate to the tax sale held in August of each year shall apply to the tax sale if held in April.

County and municipal taxes, assessed upon lands or personal property, are entitled to preference over all judgments, executions, encumbrances or liens however created.

**DEBT INFORMATION**

[TO BE UPDATED]

**Legal Debt Limit Statement.**

(as of March 15, 2013)

	<u>15% Limit</u>	<u>20% Limit</u>
Authorized Debt Limit (Last Completed Assessment for Taxation - \$212,701,252)	\$31,905,188	\$42,540,250
Present Debt Subject to Debt Limits	<u>11,110,000</u>	<u>11,110,000</u>
Margin for Further Debt Under Debt Limits	20,795,188	31,430,250
Less: This Offering <sup>1</sup>	<u>0</u>	<u>2,410,000</u>
Margin for Further Debt Under Debt Limits after Issuance of the Bonds	<u>\$20,795,188</u>	<u>\$29,020,250</u>

<sup>1</sup> The Bonds are not subject to the 15% limit.

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

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

The total general obligation indebtedness of a county, both bonded and floating (including bonds excepted from the 15 percent limit above), may not exceed 20 percent of the assessed value of all taxable property within such county, but bonds issued for school purposes and industrial development bonds issued under the State's Balance Agriculture with Industry Program are specifically excluded from both the 15 percent limitation and the 20 percent

limitation (but are subject to statutory limits applicable to bonds of each type, respectively). Bonds issued for washed-out or collapsed bridges apply only against the 20 percent limitation. Industrial development revenue bonds are excluded from all limitations on indebtedness, as are contract obligations subject to annual appropriations.

**Outstanding General Obligation Bonded Debt.**

(as of March 15, 2013)

<u>Issue</u>	<u>Date of Issue</u>	<u>Amount</u>
Parks and Recreation Bonds	3/1/07	\$4,250,000
Public Improvement Bonds	4/1/09	2,210,000
Public Improvement Bonds	11/1/09	2,210,000
GO Refunding Bonds, Series 2011	3/22/11	<u>2,440,000</u>
		<u>\$11,110,000</u>

**Other Outstanding Bonded Debt.**

(as of March 15, 2013)

<u>Issue</u>	<u>Date of Issue</u>	<u>Amount</u>
Electric System Revenue Bonds <sup>1</sup>	11/1/04	\$935,000
Electric System Revenue Bonds <sup>1</sup>	8/1/06	1,360,000
		<u>\$2,610,000</u>

<sup>1</sup> A portion of these bonds will be refunded with the proceeds of the Bonds.

Electric system revenue bonds are payable as to principal and interest solely from the revenue derived by the City from the operation of the electric system. Such bonds and the interest thereon are limited obligations of the City and shall never constitute nor give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers. Subject to neither the 15 percent nor the 20 percent debt limitation.

**Other Debt.** The City has entered into agreements with the State for Capital Improvements Revolving Loans and a Water Pollution Control Revolving Loan. Such loans are subject to neither the 15 percent nor the 20 percent debt limitation. The City has also entered into a number of capital leases which are subject to annual appropriations and therefore subject to neither the 15 percent nor the 20 percent debt limitation. See "APPENDIX C" hereto.

**General Obligation Bonded Debt.**

(Fiscal Year Ended September 30)

<u>Issue</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>
Electric System Bonds (4/1/96) Public Improvement Bonds (7/1/96)	\$-	\$-	\$390,000	\$760,000	\$1,110,000
Electric System Bonds (4/1/01) Electric System Refunding Bonds (4/1/01) Public Improvement Note (8/11/04)	-	-	2,735,000	2,910,000	3,075,000
Park and Recreation Bonds (3/1/07) Public Improvement Note (6/4/07)	-	-	270,000	525,000	765,000
Public Improvement Note (8/11/04)	-	-	-	-	316,134
Park and Recreation Bonds (3/1/07) Public Improvement Note (6/4/07)	4,465,000	4,665,000	4,855,000	5,035,000	5,210,000
Public Improvement Bonds (4/1/09)	-	195,000	385,000	570,000	745,000
Public Improvement Bonds (11/1/09)	2,210,000	2,480,000	2,745,000	3,000,000	-
Public Improvement Bonds (11/1/09)	2,480,000	2,745,000	3,000,000	-	-
GO Refunding Bonds, Series 2011	2,440,000	2,665,000	-	-	-
	<u>\$11,595,000</u>	<u>\$12,750,000</u>	<u>\$14,380,000</u>	<u>\$12,800,000</u>	<u>\$11,221,134</u>

**Debt Ratios.**

Fiscal Year Ended Sept. 30	General Obligation Bonded Debt	General Obligation Bonded Debt to Assessed Value
2012	\$11,595,000	5.51%
2011	12,750,000	6.13%
2010	14,380,000	7.36%
2009	12,800,000	6.81%
2008	11,221,134	5.88%

**Annual Debt Service Requirements.**

(General Obligation Bonds)

Fiscal Year Ending Sept. 30	<u>Estimated Existing Debt</u>			<u>New Issue</u>			<u>Total Debt Service</u>
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	
2013	1,005,000	406,519	1,411,519				\$1,411,519.00
2014	1,055,000	380,788	1,435,788	\$235,000.00	\$43,707.78	\$278,707.78	1,714,495.78
2015	1,090,000	347,500	1,437,500	240,000.00	41,100.00	281,100.00	1,718,600.00
2016	1,130,000	311,788	1,441,788	380,000.00	34,900.00	414,900.00	1,856,688.00
2017	1,175,000	274,631	1,449,631	395,000.00	27,150.00	422,150.00	1,871,781.00
2018	1,225,000	233,869	1,458,869	400,000.00	19,200.00	419,200.00	1,878,069.00
2019	1,270,000	190,850	1,460,850	420,000.00	11,000.00	431,000.00	1,891,850.00
2020	590,000	144,988	734,988	165,000.00	5,150.00	170,150.00	905,138.00
2021	620,000	121,106	741,106	<u>175,000.00</u>	<u>1,750.00</u>	<u>176,750.00</u>	917,856.00
2022	320,000	95,238	415,238				415,238.00
2023	335,000	79,681	414,681				414,681.00
2024	350,000	63,413	413,413				413,413.00
2025	370,000	46,313	416,313				416,313.00
2026	390,000	28,263	418,263				418,263.00
2027	<u>400,000</u>	<u>9,500</u>	<u>409,500</u>				<u>409,500.00</u>
	<u>\$11,325,000</u>	<u>\$2,734,447</u>	<u>\$14,059,447</u>	<u>\$2,410,000.00</u>	<u>\$183,957.78</u>	<u>\$2,593,957.78</u>	<u>\$16,653,404.78</u>

**AUDITORS**

The financial statements of the City as of September 30, 2011, have been audited by Watkins, Ward and Stafford, PLLC, Starkville, Mississippi, independent certified public accountants, as set forth in their report thereon appearing as "APPENDIX C" hereto. Watkins, Ward and Stafford, PLLC has not performed any procedures relating to this Official Statement.

## ***FINANCIAL ADVISOR***

The Municipality has retained the firm of Government Consultants, Inc., Jackson, Mississippi (the "Financial Advisor"), as independent Financial Advisor to the Municipality in connection with the issuance of the Bonds. In such capacity the Financial 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 the Bonds.

Although the Financial 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.

## ***MISCELLANEOUS AND LEGAL INFORMATION***

**No Default on Securities.** No securities of the Municipality have been in default as to principal or interest payments or in any other material respect at any time in at least the last 25 years. No principal or interest on any obligation of the Municipality is past due.

**No Bond Proceeds for Current Operating Expenses.** No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last ten years.

**Pension Plan.** 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. For a discussion of the Municipality's participation in the system, see "APPENDIX C" hereto.

**Legal Proceedings.** There are no pending legal proceedings which might be 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 \$500,000 for claims arising on or after July 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.

**Validation.** The Bonds will be submitted to validation before the Chancery Court of the County as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972.

**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 Jones Walker LLP, 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 the Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Bonds except for the matters set forth in such opinion.

**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, (i) the interest on the Bonds is excluded from gross income for federal income tax purposes and (ii) 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; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations.

The 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.

*Original Issue Premium.* Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Series 2015 Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Series 2015 Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a holder's basis in a Series 2015 Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such holder. Holders of Series 2015 Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

*Original Issue Discount.* To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Series Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each holder thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant rate compounded on periodic compounding (with straight-line interpolations between compounding dates). In general, the length of the interval between periodic compounding dates cannot exceed the interval between debt service payments on such Bonds and must begin or end on the date of such payments. The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption or payment on maturity) of such Bonds. Holders of the Bonds should consult with their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds are sold to the public.

*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 being offered as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

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.

**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 Preliminary Official Statement which it deems, for purposes of Rule 15c2-12 of the Securities and Exchange Commission, to be final and complete

as of April 26, 2010, 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 underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed this Preliminary Official Statement. Upon the sale and award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as this Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete this Preliminary Official Statement. The Municipality will furnish up to 40 copies of the Official Statement to the successful bidder of the Bonds without charge within seven business days after the sale and award of the bid. The successful bidder must notify the City Clerk 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 Preliminary Official Statement may be obtained from:

Lesa Hardin  
City Clerk

or

L. Keith Parsons, Esq.  
kparsons@joneswalker.com  
Jones Walker LLP  
P. O. Box 427  
Jackson, Mississippi 39205-0427

CITY OF STARKVILLE, MISSISSIPPI

BY: /s/ Parker Wiseman  
Mayor

/s/ Lesa Hardin  
City Clerk

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APPENDIX A  
NOTICE OF BOND SALE

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**APPENDIX B**

**BUDGET OF ESTIMATED REVENUES AND EXPENDITURES FOR THE FISCAL  
YEAR ENDING SEPTEMBER 30, 2015**

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APPENDIX C

AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2013

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APPENDIX D  
FORM OF BOND COUNSEL OPINION

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FORM OF BOND COUNSEL OPINION

\_\_\_\_\_, 2015

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 \$5,000,000 General Obligation Development Bonds, Series 2015, dated May 1, 2015 (the "Bonds"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon 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 the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds are valid and binding general obligations of the Municipality.
2. All taxable property in the territory of the Municipality is subject to ad valorem taxation without limitation as to rate or amount to pay the Bonds. The Municipality is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent the necessary funds are not provided from other sources.
3. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest on the Bonds 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; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Municipality comply with all requirements of 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. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.
4. 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.

The rights of the holders of the Bonds and the enforceability thereof 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 be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

JONES WALKER L.L.P.

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE OF THE CITY OF  
STARKVILLE, MISSISSIPPI

**FORM OF  
CONTINUING DISCLOSURE CERTIFICATE OF  
CITY OF STARKVILLE, MISSISSIPPI**

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Starkville, Mississippi (the "Municipality"), in connection with the issuance of \$5,000,000 General Obligation Development Bonds, Series 2015, dated May 1, 2015 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Mayor and Board of Aldermen of the Municipality on March 3, 2015 (the "Bond Resolution"). The Municipality covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the Municipality 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 Municipality 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 Municipality as the Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Municipality and which has provided the Municipality a written acceptance of such designation.

"EMMA" means MSRB's Electronic Municipal Market Access system on the MSRB Website.

"Listed Event" means any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

"MSRB Website" means [www.emma.msrb.org](http://www.emma.msrb.org).

"National Repository" means (a) MSRB's EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

"Official Statement" means the Official Statement dated \_\_\_\_\_, 2015, 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.

"Repository" means each National Repository and the State Repository.

"Required Electronic Format" means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

"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 months after the end of the Municipality's fiscal year (presently September 30), commencing with the report for the 2014 fiscal year.

### **SECTION 3. Provision of Annual Reports.**

(a) The Municipality 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 Municipality 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, but no later than 30 days after the audited financial statements are completed. If the Municipality's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than fifteen (15) Business Days prior to the Submission Date, the Municipality shall provide the Annual Report to the Dissemination Agent (if other than the Municipality). If the Municipality is unable to provide to the Repositories an Annual Report by the Submission Date, the Municipality 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 Municipality, file a report with the Municipality 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 Municipality's Annual Report shall contain or include by reference (a) financial information of the type included in the subsections of the Official Statement entitled "Assessed Valuation," "Tax Levy Per \$1,000 Valuation" and "Ad Valorem Tax Collections" and (b) the audited financial statements of the Municipality 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; provided that the audited financial statements of the Municipality 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, but no later than 30 days after the audited financial statements are completed; 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 Municipality 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 Municipality 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.

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 Municipality'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 Municipality shall give notice of such termination in the manner as for a Listed Event under Section 5.

**SECTION 7. Dissemination Agent.** The Municipality 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 Municipality pursuant to this Disclosure Certificate. From the date hereof until such time (if any) that the Municipality appoints a Dissemination Agent, or if a Dissemination Agent appointed by the Municipality resigns or is discharged and the Municipality does not appoint a successor Dissemination Agent, the Municipality, acting through the City Clerk of the Municipality, 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 Municipality may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, only if (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the Municipality, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance,

and (3) the Municipality receives an opinion of nationally recognized bond counsel to the effect that the amendment or waiver does not materially impair the interests of the holders and beneficial owners of the Bonds. A copy of any amendment will be filed in a timely manner with each Repository.

**SECTION 9. Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality, 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: \_\_\_\_\_, 2015

CITY OF STARKVILLE, MISSISSIPPI

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**NOTICE TO REPOSITORIES OF  
FAILURE TO FILE ANNUAL REPORT**

Name of Municipality: City of Starkville, Mississippi

Name of Issue \$5,000,000 General Obligation Development Bonds,  
Series 2015

Date of Issuance: \_\_\_\_\_, 2015

NOTICE IS HEREBY GIVEN that the Municipality has not provided an Annual Report with respect to the above-referenced Bonds as required by the Bond Resolution. The Municipality anticipates that the Annual Report will be filed by \_\_\_\_\_, 20\_\_.

Date: \_\_\_\_\_, 20\_\_

CITY OF STARKVILLE, MISSISSIPPI

\_\_\_\_\_  
City Clerk



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE: 03-03-2015  
PAGE: 1**

**SUBJECT:** RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEEL-SCHAFFER, INC. FOR ENGINEERING, DESIGN AND OTHER PROFESSIONAL SERVICES IN CONNECTION WITH THE CONSTRUCTION AND INSTALLATION OF PUBLIC IMPROVEMENTS TO SUPPORT THE INNOVATION DISTRICT (INDUSTRIAL) PARK.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:**

---

**AUTHORIZATION HISTORY:**

---

**SUGGESTED MOTION:** MOVE APPROVAL OF A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEEL-SCHAFFER, INC. FOR ENGINEERING, DESIGN AND OTHER PROFESSIONAL SERVICES IN CONNECTION WITH THE CONSTRUCTION AND INSTALLATION OF PUBLIC IMPROVEMENTS TO SUPPORT THE INNOVATION DISTRICT (INDUSTRIAL) PARK.

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEEL-SCHAFFER, INC. FOR ENGINEERING, DESIGN AND OTHER PROFESSIONAL SERVICES IN CONNECTION WITH THE CONSTRUCTION AND INSTALLATION OF PUBLIC IMPROVEMENTS TO SUPPORT THE INNOVATION DISTRICT (INDUSTRIAL) PARK.

BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

1. The Agreement between the City of Starkville (the “City) and Neel-Schaffer, Inc., a copy of which is attached hereto as “Exhibit “A” (the “Agreement”), is hereby approved, and the Mayor and the City Clerk are hereby authorized to execute and deliver said Agreement under the seal of the Municipality for and on behalf of the Municipality, in substantially the form attached hereto as Exhibit “A,” with such completions, changes, insertions and modifications as shall be approved by the officers of the City executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval; all provisions of the Agreement, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein; and in the event of any conflict between the provisions of this resolution and the provisions of the Agreement, the provisions of the Agreement shall govern.

2. The members of the Board, the Mayor, the City Clerk and the attorneys and/or other agents or employees of the City are hereby authorized to do all things and to execute such instruments which are required of them or which any such member, clerk, attorney, agent or employee of the City deems necessary or desirable to effect the purposes of or to enable the City to perform its obligations hereunder and under the Agreement.

*{Remainder of Page Intentionally Left Blank}*

After discussion, 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 Lisa Wynn	voted: [_____]
Alderman David Little	voted: [_____]
Alderman Jason Walker	voted: [_____]
Alderman Scott Maynard	voted: [_____]
Alderman Roy A'. Perkins	voted: [_____]
Alderman Henry N. Vaughn, Sr.	voted: [_____]

The motion having received the affirmative vote of a majority of the Aldermen present, the motion was declared passed by the Mayor on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

**EXHIBIT A**

**Agreement**

February 24, 2015

City of Starkville  
ATTN: Honorable Mayor Parker Wiseman  
101 Lampkin Street  
Starkville, MS 39759

REFERENCE: INNOVATION DISTRICT PARK PHASE II  
STARKVILLE, MS

Dear Mayor Wiseman:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services to the City of Starkville for the above referenced project. Our services will consist of providing civil engineering services to design and develop construction documents to allow the City to bid and construct a new public roadway through the proposed Innovation District Economic Development Park.

The object of the project will be to construct approximately 1.38 miles of roadway through the proposed park, and sewer infrastructure to serve future develop of this area. We understand the roadway will connect to Highway 25 on the west and Highway 182 on the south. The proposed roadway will consist of approximately 1500' of 4-lane Boulevard on the western end of the project, and the remainder of the roadway will be 2-lanes.

NSI proposes to provide the following services for the lump sum as follows:

Traffic Impact Study	\$ 15,000.00
Geotechnical Investigation	\$ 10,000.00
Topographical Survey	\$ 28,000.00
Roadway Design	\$225,000.00
Landscape Design	\$ 10,000.00
Water Distribution	\$ 15,000.00
Sewer Design	\$ 49,500.00
Construction Administration	<u>\$145,000.00</u>
TOTAL	\$497,500.00

The scope of work is attached as Exhibit A. All services proposed herein will be performed in accordance with General Terms and Conditions, In Exhibit B, which is attached hereto and made a part of this Letter Agreement. NSI will bill you monthly based on actual work performed.

City of Starkville  
February 24, 2015  
Page 2

This Letter Agreement also will allow Neel-Schaffer, Inc. to provide additional services to you in accordance with the terms and conditions noted above at a fee based on raw labor rates times 2.7 labor markup plus direct reimbursable costs. Prior to proceeding with future requests for additional services, we will write a letter to you referencing this Letter Agreement and specifying the scope of additional services and the estimated fee. Upon your acceptance, we will proceed with the services.

This Letter Agreement, consisting of two pages; Exhibit A, consisting of five pages; and Exhibit B, consisting of four pages represent the entire agreement between the City of Starkville and Neel-Schaffer, Inc. This Letter Agreement and said exhibits may only be modified or amended by a duly executed written document.

If the terms of this Letter Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.



Kevin Stafford, P.E.

Attachments

ACCEPTED: CITY OF STARKVILLE

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



EXHIBIT A  
SCOPE OF WORK

**TRAFFIC IMPACT STUDY:**

The study will be divided into three Tasks: 1) Documentation of existing conditions, 2) Trip Generation/Assignment, and 3) Evaluation of off-site traffic Impacts/Access.

**Task 1– Documentation of Existing Conditions:**

Upon receipt of an executed contract and site plan in Autocad or Microstation, Neel-Schaffer will initiate this analysis. Neel-Schaffer will meet at the site to review the project site plan and identify the limits of the study area. A field inspection of the project site will be conducted to document the existing conditions of the site and traffic control within the project limits.

The most recent year of daily traffic count data will be obtained from MDOT on MS 25. Existing traffic counts will be conducted at the adjacent intersections of Stark Road/MS 182, NB Ramps/MS 25, and SB Ramps/MS 25. The traffic counts will be used to document the existing traffic volumes adjacent to the site and used for analysis of future conditions. The operational characteristics of the adjacent street traffic will be evaluated using the information provided in the Highway Capacity Manual (HCM).

**Task 2 – Trip Generation/Assignment:**

Upon confirmation of the square footage of proposed development (Gross Floor Area), the trip generation of the site will be developed. The trip generation characteristics of the proposed development will be developed using the Institute of Transportation Engineers (ITE), Trip Generation, 9<sup>th</sup> Edition. The site specific trip generation will then be evaluated from the project site at two horizon years: Phase 1 – year 2020 development (670,000 SF) and Phase 2 (buildout) 2025. Changes in the land use or intensity of development may be considered an additional service, as it will affect the trip generation of the site. An assignment of the site traffic will be conducted based on the demographic distribution in the study area and on the roadways that provide access to the project site. Direct access to Garrard Road/Reed Road to the north is not anticipated as part of this project.

**Task 3 - Evaluation of Off-Site Traffic Impacts/Access:**

The site traffic will then be added to the non-site traffic to evaluate the impacts to roadways adjacent to the site for two horizon years: Phase 1 – 2020 – 670,000 SF and Phase 2 – 2025 (buildout) 1,340,000 SF. The geometric improvements at the study intersections will be identified (if needed) to accommodate the development of the site. The site traffic circulation will be evaluated to identify the traffic control recommendations at the project access driveways. The intersections identified in this analysis include the site drive on MS 25, site drive on MS 182, Stark Road/MS 182, NB Ramps/MS 25, and SB Ramps/MS 25. If additional intersections or driveways are requested for analysis, these may be considered additional services. Traffic volumes will be evaluated to make a recommendation about access requests.

The project related impacts will be evaluated using the Highway Capacity Manual to identify deficiencies in operation at the study intersections. Corresponding geometric improvements will be recommended

to mitigate the failing levels of service identified in this analysis for the site driveways within the study area (if necessary).

Documentation of the off-site traffic impacts will be prepared in a report documenting the *Traffic Impact Analysis* to the client for submittal to MDOT for approval. Recommendations will be included in the document identifying geometric improvements (if needed) at the proposed site driveways. Comments from the Client or MDOT that change the circulation patterns, identify additional intersections for study, or development intensity changes may be considered as additional services if modification to the *Traffic Impact Analysis* is required.

#### **GEOTECHNICAL INVESTIGATION:**

The geotechnical investigation proposed herein will consist of a field investigation, laboratory testing and an engineering report that will present guideline recommendations related to pavement design and construction. For this investigation, we propose to complete a total of twelve (12) borings. Ten (10) borings will be advanced along the approximately 7,300 foot proposed access road running in a general north-south direction extending from Highway 25 to Martin Luther King Jr. Drive. Two (2) borings will be advanced along the approximately 1,300 foot proposed access road running in a general east-west direction near the center of the proposed development. Note the boring locations and spacing are based on a conceptual/aerial layout provided to us via email on January 16, 2015 and included in Appendix B. All borings will be equally spaced along each proposed alignment. Soils data obtained from a previous investigation performed by Soiltech Consultants on this site will be utilized where applicable. All borings will be advanced utilizing hand auger drilling techniques to a terminal depth of 6-feet each. All borings will be abandoned upon completion in compliance with the Mississippi Department of Environmental Quality regulations.

Representative disturbed samples will be obtained directly from the cuttings of the short-flight earth auger used to complete the 6-foot borings. The samples will be placed and sealed in plastic jars to prevent loss of moisture. All jars will be placed in protective boxes for transportation to the laboratory for possible testing.

The field investigation will be expanded by means of data developed from laboratory tests. Laboratory tests will be conducted to determine the classification and shrink-swell potential of the soils encountered. The laboratory tests will include natural moisture content tests, liquid and plastic limit tests, shrinkage limit tests, and No. 200 wash tests. Chemical tests anticipated for this study include pH determination, resistivity, and soluble sulfate determination. All soil tests will be performed in accordance with recognized ASTM standards and procedures in our laboratory facility.

After the field and laboratory data have been collected and analyzed, an engineering report will be prepared to present the results of our investigation and guideline recommendations related to pavement design and construction. The engineering report will include a description of the work performed together with graphical logs of the borings, results of all field and laboratory soil tests and appropriate illustrations.

## **TOPOGRAPHICAL SURVEY:**

1. The Surveyor shall develop complete topographic information within the limits of the proposed roadway.
2. Complete topographic information includes, but is not limited to, the horizontal and vertical location and description of the following surface features:
  - a. Roads, pavement, railroad spurs, creeks, canals, ditches, swales, culverts, ponds and shorelines
  - b. Fences, buildings, structures, foundations, equipment and pipe supports, and utility poles.
  - c. Storm drainage structures, sumps, catch basins, and manholes with invert, size, type, and direction of all connecting pipes.
  - d. Location of sanitary manhole
  - e. Location of fire hydrant
3. Where vertical clearance for site access and/or roads may be required, the design drawings shall specify locations for establishing the elevation of overhead pipes and utility lines.
4. Unless a specific grid interval is called for on the design drawings or in the Project documentation, sufficient ground surface elevations at regular grid intervals shall be developed to establish the specified contours.
5. Elevations shall be mean sea level (MSL).
6. Coordinates shall be state plane coordinates.

## **ROADWAY DESIGN:**

Neel-Schaffer will prepare preliminary plans and a preliminary opinion of probable cost which we will submit to the City for information and review. The preliminary plans will include the plan and profile drawings showing the proposed horizontal and/or vertical alignments. They will also include the typical sections, preliminary plans of proposed drainage improvements and proposed traffic control plans. We will develop a preliminary opinion of probable cost. Neel-Schaffer will use the Mississippi Department of Transportation's (MDOT) Standard Specifications for Road and Bridge Construction, 2004 Edition, as the basis for design and contracting. If geometric changes or intersection improvements are identified on the existing routes of Highway 182 and/or Highway 25, during the Traffic Impact Study, these changes will be made at a later date and are not included in this scope of work. It is anticipated that these recommendations will be associated with a buildout phasing, and all associated design and construction of these recommendations will be made during the applicable buildout phase. Design factors identified, in the Traffic Impact Study, on the proposed roadway will be included in this scope of work.

Neel-Schaffer will meet with the City to review the preliminary plans and will consider and address comments that the City may offer regarding the design. Following the review of the

preliminary plans, Neel-Schaffer will incorporate comments from the preliminary design review and complete construction plans, special provisions and contract documents.

Neel-Schaffer will identify utilities which require relocation in order that the planned construction may be completed. We will coordinate with the affected utility companies to ensure that they are aware to the requirements for them to relocate. We will keep records of this coordination and report to the City the status of utility relocations on a regular basis.

Neel-Schaffer will prepare the necessary plans, specifications, contract documents, opinions of probable cost and other documentation for construction. We will submit three (3) copies of the construction documents to the City for review.

Neel-Schaffer will meet with the City to review the preliminary plans and will consider and address any comments that the City may offer regarding the design.

Neel-Schaffer will prepare an advertisement for bids and submit it to the City. The City shall arrange for and pay the cost of publishing the advertisement.

Neel-Schaffer will produce copies of the plans and contract documents and will sell them, for a plan fee intended to cover the cost of reproduction, to prospective bidders.

Neel-Schaffer will respond to questions from prospective bidders and prepare and issue addenda, if required, in coordination with the City.

Neel-Schaffer will schedule and conduct a pre-bid meeting for prospective bidders. We will prepare minutes of this meeting and issue them as an addendum to the contract documents.

Neel-Schaffer will attend the bid opening and will review and tabulate all bids received. We will make a written report to the City regarding our evaluation of the bids. We will also attend a meeting of the Mayor and Board of Aldermen to present our recommendation.

Neel-Schaffer will prepare a notice of award, informing the successful bidder that the City intends to award a contract. Upon approval of the Mayor and Board to award a construction contract, Neel-Schaffer will prepare contracts and transmit them to the successful bidder for execution.

#### **LANDSCAPE DESIGN:**

Neel-Schaffer will provide services related to design of landscaping along proposed roadway. Landscaping shall be limited to canopy trees along the proposed roadway, and does not include design of entrance sign and associated landscaping.

#### **WATER DISTRIBUTION:**

Neel-Schaffer will provide services related to water distribution along proposed roadway.

#### **SEWER DESIGN:**

1. Using topographic information provided by others produce construction drawings, specifications and contract documents for a gravity sewer system to serve all of the lots shown on the attached preliminary layout drawing for the referenced project.
2. MDEQ review and approval
3. Procurement of construction contract

4. Contract administration
5. Periodic visits to the project site during construction and testing
6. Project closeout and record drawings

**CONSTRUCTION ADMINISTRATION:**

1. Obtain competitive bids
2. Evaluation of bids or proposals
3. Shop drawing review and Contractor requests for information
4. Site visits / progress meetings to observe construction activities
5. Review and approve pay requests

**EXHIBIT B**  
**NEEL-SCHAFFER, INC.**  
**GENERAL TERMS AND CONDITIONS**

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all

contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by Engineer, shall be at Client's sole risk.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.
- In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.
15. NOT USED
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$1,000,000/ \$2,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.
- Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.
- Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.
21. NOT USED
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected.

23. **Payment.** Engineer shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; the Engineer, after giving seven days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges. Payment for Engineer's services is not contingent on any factor, except the Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws Mississippi.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and

Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE: 03-03-2015  
PAGE: 1**

**SUBJECT:** CONSIDERATION OF APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS IN THE CITY OF STARKVILLE.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:** ALDERMEN LITTLE & MAYNARD

**FOR MORE INFORMATION CONTACT:**

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**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** MOVE APPROVAL OF APPOINTING ANDREW MARTIN, SUMNER DAVIS, MATTHEW RYE, DOROTHY ISAACS AND ERIC HALLBERG TO THE STARKVILLE PARK AND RECREATION ADVISORY BOARD.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE: 03-03-2015  
PAGE: 1**

**SUBJECT:** CONSIDERATION OF THE CONSOLIDATION OF STARKVILLE ELECTRIC DEPARTMENT AND STARKVILLE PUBLIC SERVICES TO THE STARKVILLE UTILITIES DEPARTMENT EFFECTIVE 8:00 A.M. MARCH 4, 2015.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:**

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**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** MOVE APPROVAL OF THE CONSOLIDATION OF STARKVILLE ELECTRIC DEPARTMENT AND STARKVILLE PUBLIC SERVICES TO THE STARKVILLE UTILITIES DEPARTMENT EFFECTIVE 8:00 A.M. MARCH 4, 2015.

# **Implementation Plan for Starkville Utility Services Division**

- Combines Electric and Public Services Departments into one organization
- Designed to:
  - Improve Customer Service--- One Stop for Customers
  - Improve long-range planning for infrastructure needs — consistent planning model
  - Provide cost-effective solutions for administrative/support functions in all Utility services---Optimize Resources
  - Reflect Future Municipal Utility Needs/Structure
  - Assure compliance with regulatory requirements relating to Utility services
  - Enhance employee growth and skill development
  - Address succession-planning
  -

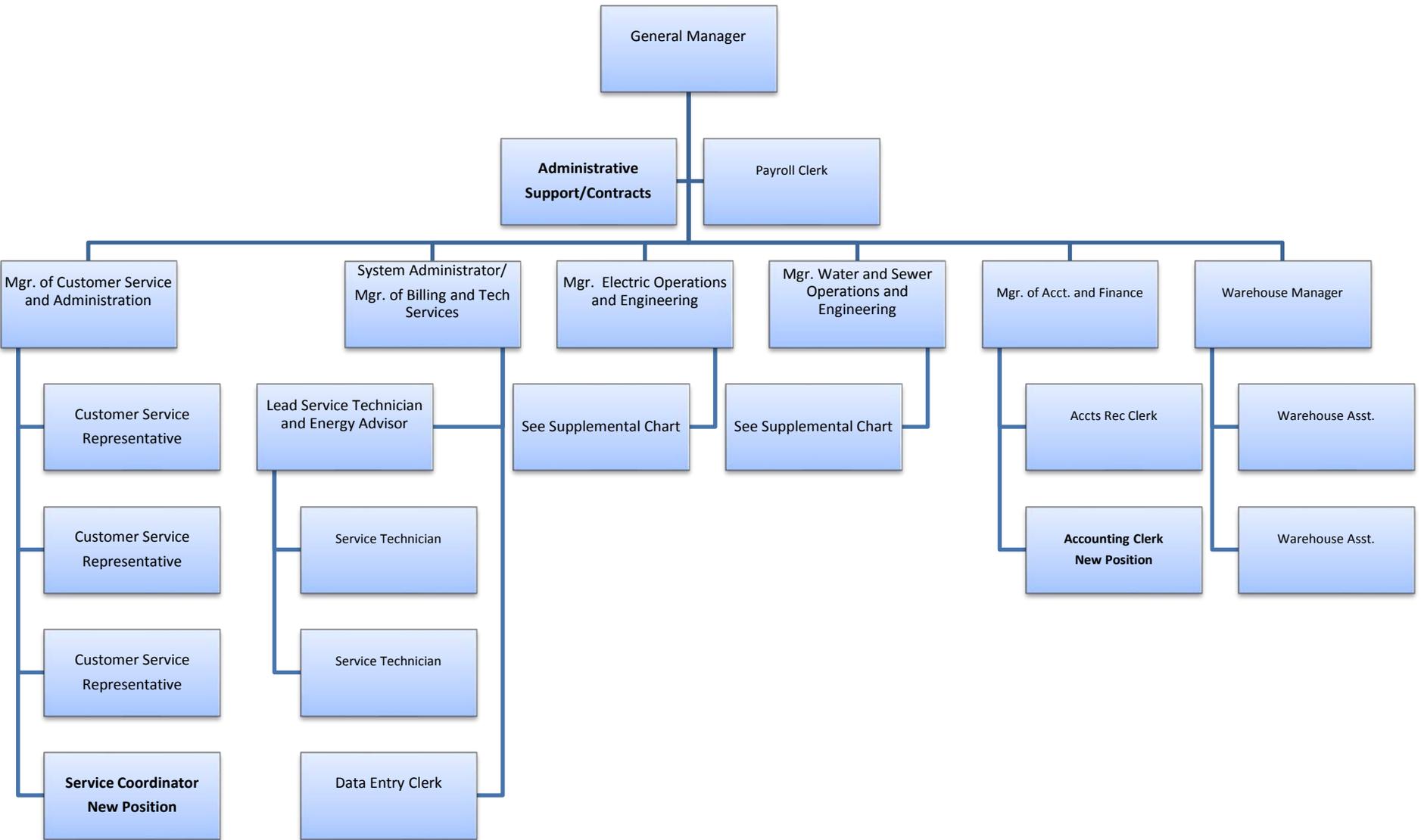
## **Approvals**

Implementation and achieving these goals will require several changes. Some of these will be immediate changes and others will occur over the next 90 days, but need a commitment from the Board to allow us to proceed. The Board will be provided more specific detail and supporting documentation as the changes are ready for implementation. At this time, the expected changes are listed below, but as we continue to evolve into one Utility Division, other changes may be necessary as the implementation plan progresses. Job descriptions and request to advertise will be provided for Board approval.

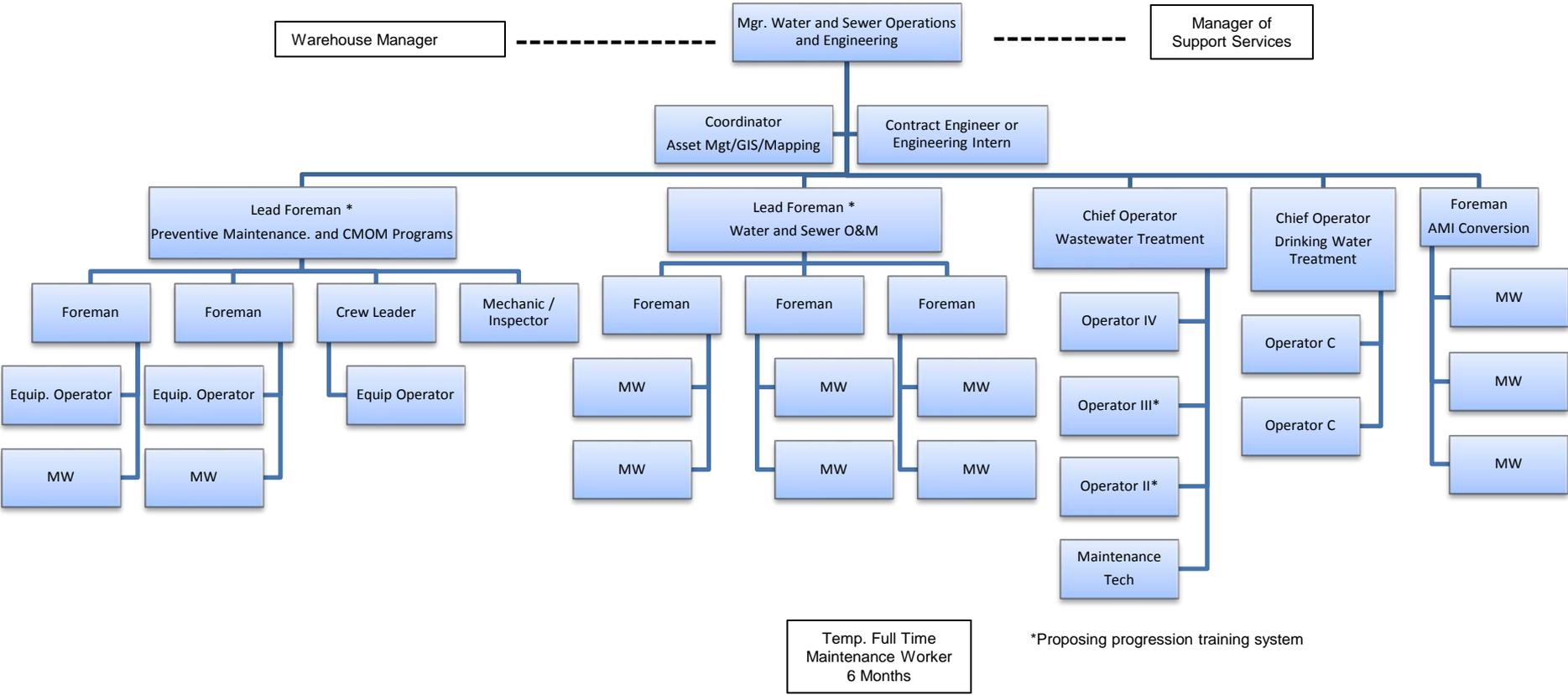
1. Expand job duties of Terry Kemp to be General Manager of Starkville Utility Services Division (effective immediately).
2. Change job title of Doug Devlin to Manager of Water/Sewer Operations reporting to Terry Kemp with no change in salary (effective immediately).
3. Approve establishment of Administrative Support/Contract Administration position for Terry Kemp. Specific job description to be provided with position being in Salary Grade 9.
4. Replace currently vacant Cashier position with position of Customer Services Coordinator position. Specific job description to be provided with position being in Salary Grade 8.

5. Approve plan to allow growth of Cashiers from salary grade 5 to position of Customer Service Representative in salary grade 6 based on service in position and ability to perform expanded customer service duties. Specific details and requirements will be presented for final approval.
6. Add position of Accounting Clerk in the Utilities Division with position requiring Accounting related degree. Specific job description to be provided with position being in Salary Grade 11.
7. (A) Approve establishment of System Engineer position in the Water/Sewer Operations. (B) Fill vacant position of Engineering Aide in Electric Operations which has been vacant since resignation of Chris Pulliam. Establish progression plan in these positions for both Water/Sewer and Electric Operations units to allow growth and advancement based on certifications and performance of specific duties. Specific details to be provided for final approval.
8. Integrate Public Service Accounting/Finance needs into SED/SEDC exiting structure.

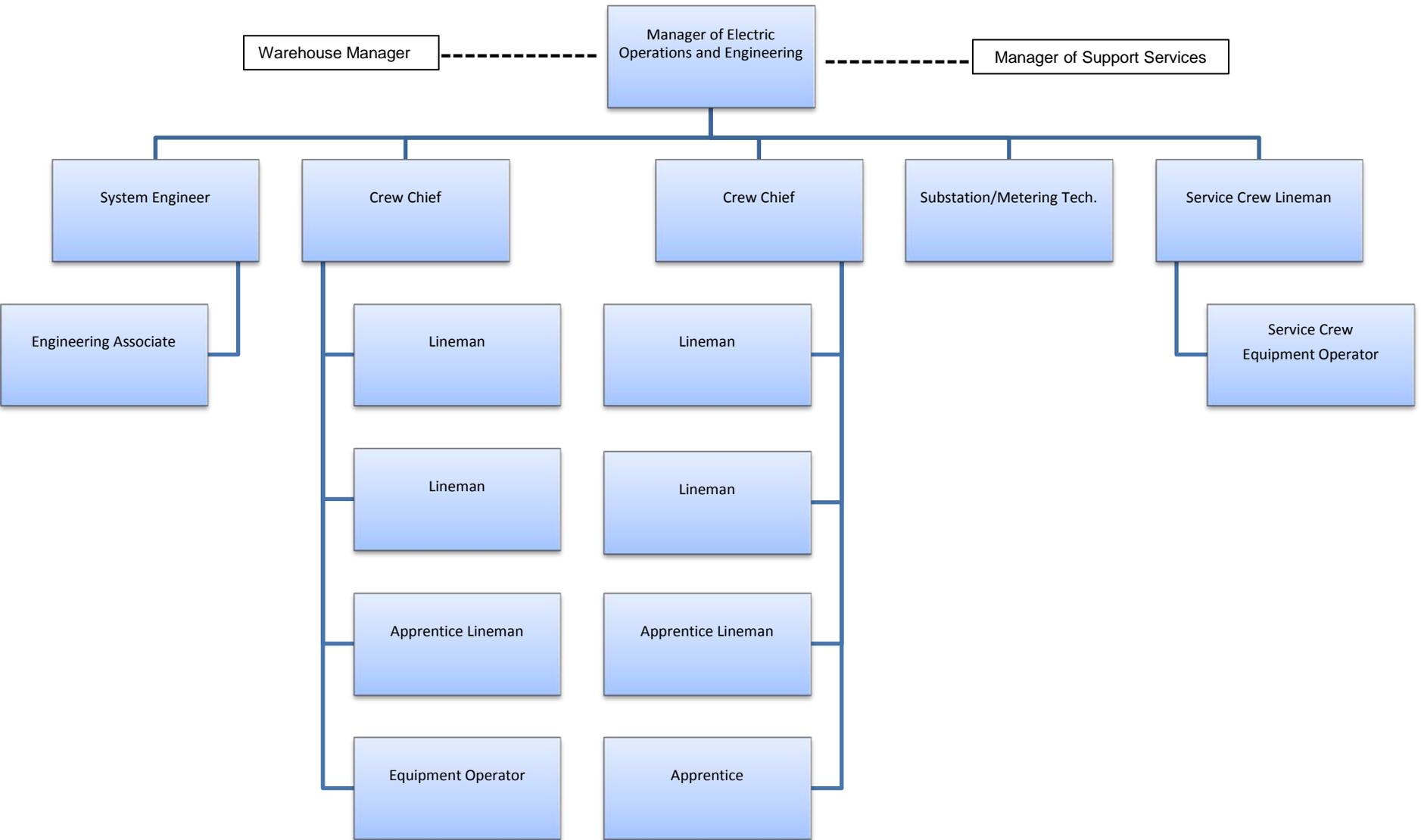
# PROPOSED COMBINED STARKVILLE LIGHT AND WATER STAFF LEVEL



# PROPOSED WATER AND SEWER ORG. STRUCTURE BY FUNCTIONAL AREAS



# STARKVILLE LIGHT AND WATER ELECTRIC OPERATIONS AND ENGINEERING





**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.F.  
AGENDA DATE: 03-03-2015  
PAGE: 1**

**SUBJECT:** DISCUSSION AND CONSIDERATION OF APPOINTING MAYOR WISEMAN, TERRY KEMP AND AN ALDERMAN TO SERVE ON THE GTR LINK ADVISORY COMMITTEE.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT: BOARD OF ALDERMEN**

**DIRECTOR'S  
AUTHORIZATION: BOARD OF ALDERMEN**

**FOR MORE INFORMATION CONTACT:** MAYOR PARKER WISEMAN (662) 323-4583, EXT. 100

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**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** MOVE APPROVAL OF APPOINTING MAYOR WISEMAN, TERRY KEMP AND ALDERMAN \_\_\_\_\_ TO SERVE ON THE GTR LINK ADVISORY COMMITTEE.

**From:** Chelsea Baulch [<mailto:cbaulch@gtrlink.org>]

**Sent:** Monday, February 23, 2015 8:23 AM

**To:** Scott Ross ([hsross@bellsouth.net](mailto:hsross@bellsouth.net)); Jack Wallace ([jandmjwal@aol.com](mailto:jandmjwal@aol.com)); Lynn Wright - Lowndes Co school ([Lynn.Wright@lowndes.k12.ms.us](mailto:Lynn.Wright@lowndes.k12.ms.us)); Burnell McDonald ([burnell.mcdonald@westpoint.k12.ms.us](mailto:burnell.mcdonald@westpoint.k12.ms.us)); Dr. Lewis Holloway ([lholloway@starkville.k12.ms.us](mailto:lholloway@starkville.k12.ms.us)); [sanders4282@bellsouth.net](mailto:sanders4282@bellsouth.net); [otrainner@gtpdd.com](mailto:otrainner@gtpdd.com); [fmckee@claycounty.ms.gov](mailto:fmckee@claycounty.ms.gov); [rsmith@columbusms.org](mailto:rsmith@columbusms.org); Robinson, Robbie ([rrobinson@wpnet.org](mailto:rrobinson@wpnet.org)); Mayor Parker Wiseman ([p.wiseman@cityofstarkville.org](mailto:p.wiseman@cityofstarkville.org)); Barbara Bigelow ([bbigelow@columbusmainstreet.com](mailto:bbigelow@columbusmainstreet.com)); ([jgregory@starkville.org](mailto:jgregory@starkville.org)); Lisa Klutts ([lklutts@westpointms.org](mailto:lklutts@westpointms.org)); Dr. Paul Miller ([pmiller@eastms.edu](mailto:pmiller@eastms.edu)); Joey Bragg; Dr. Mark Keenum ([president@msstate.edu](mailto:president@msstate.edu)); [terryk@starkvilleelectric.com](mailto:terryk@starkvilleelectric.com)

**Cc:** [t.adams@cityofstarkville.org](mailto:t.adams@cityofstarkville.org); [aberry@claycounty.ms.gov](mailto:aberry@claycounty.ms.gov); Rowena Sykes- Worshaim ([lcrsykes@bellsouth.net](mailto:lcrsykes@bellsouth.net)); Emily Garrard

**Subject:** LINK Advisory Committee

Good morning,

On behalf of the Golden Triangle Development LINK we request that you serve in your official capacity on our Advisory Committee. Our Advisory Committee is a non-voting portion of our board that provides input and feedback. The committee is comprised of various elected officials and other members that represent each section of the Golden Triangle region. MEETINGS WILL BE HELD QUARTERLY. Our first meeting is scheduled for March 25, at 10:30 am at the LINK upstairs conference room. Please notify us if you are willing to serve and will be attending.

The highlighted committee members below will need to submit an additional representative. Please notify me of that position in the coming weeks so we can notify them about the upcoming meeting.

**The President of the Clay County Board of Supervisors**, and one (1) additional member of the Clay County Board of Supervisors appointed thereby;

**The President of the Oktibbeha County Board of Supervisors**, and one (1) additional member of the Oktibbeha County Board of Supervisors appointed thereby;

**The Mayor of the City of West Point**, and an elected official of the City of West Point appointed by the Board of Selectmen thereof;

**The Mayor of the City of Starkville**, and an elected official of the City of Starkville appointed by the Board of Aldermen thereof;

If you have any questions feel free to give me a call.

*Chelsea Baulch,*

Executive Assistant to CEO  
Golden Triangle Development LINK  
662.328.8369



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.G.  
AGENDA DATE: 03-03-2015  
PAGE: 1**

**SUBJECT:** DISCUSSION AND CONSIDERATION OF APPROVING THE TRAVEL FOR MAYOR WISEMAN, CAO ADAMS AND ALL ALDERMEN EXCEPT VICE-MAYOR PERKINS TO ATTEND THE 2015 ANNUAL MML CONFERENCE IN BILOXI, MS, JUNE 22 THROUGH 24, 2015 WITH ADVANCED TRAVEL NOT TO EXCEED \$1,600.00 PER ATTENDEE.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:** N/A

**REQUESTING DEPARTMENT: BOARD OF ALDERMEN**                      **DIRECTOR'S AUTHORIZATION: BOARD OF ALDERMEN**

**FOR MORE INFORMATION CONTACT:** MAYOR PARKER WISEMAN                      (662) 323-4583, EXT. 100

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**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** MOVE APPROVAL OF THE TRAVEL FOR MAYOR WISEMAN, CAO ADAMS AND ALL ALDERMEN EXCEPT VICE-MAYOR PERKINS TO ATTEND THE 2015 ANNUAL MML CONFERENCE IN BILOXI, MS, JUNE 22 THROUGH 24, 2015 WITH ADVANCED TRAVEL NOT TO EXCEED \$1,600.00 PER ATTENDEE.

## 2015 MML Annual Leadership Conference

2013 MML Annual Conference Registration (Payable to <b>Mississippi Municipal League</b> ) Mississippi Municipal League 600 E. Amite Street, Suite 104 Jackson, MS 39201	Line Item	Amount
Parker Wiseman	001-020-610-350	\$235.00
Taylor Adams	001-020-610-350	\$235.00
Ben Carver	001-100-610-350	\$235.00
Lisa Wynn	001-100-610-350	\$235.00
David Little	001-100-610-350	\$235.00
Jason Walker	001-100-610-350	\$235.00
Scott Maynard	001-100-610-350	\$235.00
Henry Vaughn	001-100-610-350	\$235.00
<b>(please reference the invoice #when mailing payment)</b>	Total	\$1,880.00

Hotel Reservation (Payable to <b>Beau Rivage</b> ) Beau Rivage Attn: Pete Boring P.O. Box 7347 D' Iberville, MS 39540	Line Item	Amount
Parker Wiseman (Confirmation # 730960147)	001-020-610-350	\$525.00
Lisa Wynn (Confirmation # 730960160)	001-100-610-350	\$376.00
Jason Walker (Confirmation # 730960162)	001-100-610-350	\$376.00
Henry Vaughn (Confirmation # 730960165)	001-100-610-350	\$376.00
<b>(please reference the Confirmation #'s when mailing payment)</b>	Total	\$1,653.00

Hotel Reservation (Payable to <b>Hard Rock Biloxi</b> ) Hard Rock Biloxi 777 Beach Boulevard BILOXI MS 39530	Line Item	Amount
Taylor Adams (Confirmation # 20113463)	001-020-610-350	\$797.44
Ben Carver (Confirmation # 20113453)	001-100-610-350	\$797.44
David Little (Confirmation # 20113450)	001-100-610-350	\$797.44
Scott Maynard (Confirmation # 20113447)	001-100-610-350	\$797.44
<b>(please reference the Confirmation #'s when mailing payment)</b>	Total	\$3,189.76

PER DIEM ( <b>approximation</b> ) (check Payable to <u>each person</u> )	Line Item	Amount
Parker Wiseman (transportation, food and incentives)	001-020-610-350	\$639.40 +/-
Taylor Adams (transportation, food and incentives)	001-020-610-350	\$579.04 +/-
Ben Carver (transportation, food and incentives)	001-100-610-350	\$579.04 +/-
Lisa Wynn (transportation, food and incentives)	001-100-610-350	\$579.04 +/-
David Little (transportation, food and incentives)	001-100-610-350	\$579.04 +/-
Jason Walker (transportation, food and incentives)	001-100-610-350	\$579.04 +/-
Scott Maynard (transportation, food and incentives)	001-100-610-350	\$579.04 +/-
Henry Vaughn (transportation, food and incentives)	001-100-610-350	\$579.04 +/-
<b>(please give checks to Chanteau Wilson)</b>	Total	\$4,692.68 +/-

Wiseman - \$1399.40 +/-  
 Adams - \$1611.48 +/-  
 Carver - \$1611.48 +/-  
 Wynn - \$1190.04 +/-  
 Little - \$1611.48 +/-  
 Walker - \$1190.04 +/-  
 Maynard - \$1611.48 +/-  
 Vaughn - \$1190.04 +/-  
**\$11,415.44 +/-**



**The Mississippi Partnership  
Counseling to Career (C2C) Youth Program  
Work Experience & Summer Work Experience  
Worksite Agreement**

This worksite agreement is between Golden Triangle PDD, the WIA youth program provider (an agent of the Mississippi Partnership Local Workforce Investment Area) and \_\_\_\_\_, the worksite employer. The purpose of this agreement is to set forth the guidelines to provide WIA eligible youth with basic work skills in order that the youth will be better able to compete for available jobs in the local labor market.

**Section I. – Regulations for \_\_\_\_\_ (Worksite Employer)**

1. Sufficient work must be available to occupy the youth.
2. The worksite will have enough equipment and/or materials to perform the tasks assigned to each enrollee.
3. The worksite will comply with the regulations of the Workforce Investment Act, The Mississippi Partnership, and/or Golden Triangle PDD.
4. Working conditions are sanitary and safe, and each enrollee will work in a safe manner.
5. No enrollee shall, on the grounds of race, color, religion, sex, national origin, disability, or political affiliation or belief, be discriminated against or denied employment as a participant.
6. Enrollee will be utilized only in the agreed upon job(s).
7. Regulations regarding Child Labor Laws must be followed.
8. Enrollees may not be employed on construction jobs or operation or maintenance of a facility that is used for religious instruction or worship.
9. The Employer will notify the youth provider if an enrollee quits or fails to report to work for two consecutive days.
10. Enrollees should be treated as regular employees. The Worksite Supervisor may not dismiss an enrollee from the program, but may request that GTPDD remove an enrollee from the worksite. If a Worksite Supervisor does request that an enrollee be removed, GTPDD cannot guarantee that another enrollee will be available to fill the vacancy.

If a problem with an enrollee arises, the problem should be immediately reported to GTPDD. The problem will be solved or the enrollee will be reassigned to another worksite. If the situation warrants, the enrollee will be terminated from the work experience component of the youth program.

11. If the enrollees are working at several sites other than this worksite agency's main office, a sign-out procedure to show exactly where the enrollees are working must be kept at all times.
12. Constant supervision by a competent adult will be provided at all times by the worksite agency and will not exceed the 1:5 supervision ratio. Each supervisor should receive a copy of the Worksite Supervisor Orientation Manual and read and be familiar with its contents.
13. The worksite agency will complete the enrollee's time and attendance report and submit it to the youth provider in a timely manner. Unexcused absences should be noted on the time/attendance form and reported to the youth provider for action. Excessive unexcused absences could result in dismissal from the program.
14. Three Rivers Planning and Development District, fiscal/administrative agency for the Mississippi Partnership Local Workforce Investment Area, and/or other state or federal representatives may monitor the worksite to ensure that both the youth provider and the work site employer are in compliance with this agreement.
15. No currently employed worker shall be displaced by any work experience participant, including partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits.

16. The Employer will notify the youth provider of the receipt from any person of any written or oral complaint relating to the conditions of this agreement and will assist in any investigation undertaken, whether by the Mississippi Department of Employment Security or the Mississippi Partnership Local Workforce Investment area to ascertain facts relevant to the complaint.
17. The Employer will perform evaluations on each work experience participant on a regular basis and will report any problems that cannot be resolved to the youth provider.
18. The Employer understands that a representative from the youth provider will monitor the work site on a regular basis.
19. Enrollees may work a maximum of 30 hours per week. If the enrollee is permitted to work beyond the limit set by the youth provider, the wages for those hours worked in excess of the limit will become the responsibility of the worksite agency.

**Section II. Regulations for GTPDD (Youth Provider)**

1. The youth provider will provide forms to be used to record time and attendance, which must be signed by the youth enrollee and Employer and submitted to the youth provider in accordance.
2. Enrollees may be paid the prevailing wage rate for the business/enterprise but shall not be paid less than the current minimum wage rate per hour. The subcontractor is responsible for paying each enrollee for hours set forth by this agreement.
3. Enrollees shall be covered by Worker's Compensation Insurance provided by this agency for work related accidents. Accidents occurring on the job should be reported promptly to:  
 Youth Provider: Mitzi Lawrence Phone Number: 662-324-7860 ext. 1128
4. The Youth Provider will monitor all job site(s) in conjunction with the Mississippi Partnership Local Workforce Investment Area's requirements in order to ensure that this agreement is being carried out properly.

**Section III. Statement of Work**

1. Name of Agency: \_\_\_\_\_
2. Type of Agency: \_\_\_\_\_ (i.e., Private Non-Profit, County, Federal, etc.)
3. Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
4. Regular Functions of Agency: \_\_\_\_\_
5. Contact Person and Number: \_\_\_\_\_
6. Employer Hours: \_\_\_\_\_
7. Maximum # of Enrollees: \_\_\_\_\_

This worksite employer and the youth provider will adhere to the above criteria and all guidelines of the Rules and Regulations governing the work experience and summer work experience element of the WIA youth program.

Signature for Worksite Employer	Title	Date
Signature for Youth Provider	Title	Date



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.a  
AGENDA DATE: 03/03/2015  
PAGE: 1 of**

**SUBJECT:** Quitclaim Deed of unused Utility Easements on property located between Maxwell Street and Colonel Muldrow Avenue and fronts Russell Street.

Lots 1, 2, 2A, 3, 3A, 4, 5, 6, 7, and 7A in Block 1 of the University Urban Renewal Area Plat.

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Community Development

**DIRECTOR'S  
AUTHORIZATION:** Buddy Sanders

**FOR MORE INFORMATION CONTACT:** Buddy Sanders @ (662) 323-2525, Ext. 119

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**ADDITIONAL INFORMATION:** N/A

**ADDITIONAL INFORMATION:** Property owner plans on using the subject property to construct condominiums.

**SUGGESTED MOTION: MOVE APPROVAL OF QUITCLAIM DEED OF UNUSED UTILITY EASEMENTS TO STARKVILLE CONDOMINIUMS, LLC.**

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Prepared by:  
Jerad D. Myers, Esq., MS Bar #104835  
TURNER LAW, PLLC  
P.O. Box 1155  
Oxford, Mississippi 38655  
(662) 234-2248

Return to:  
Jerad D. Myers  
TURNER LAW, PLLC  
P.O. Box 1155  
Oxford, Mississippi 38655  
(662) 234-2248

GRANTOR: City of Starkville, Mississippi  
ADDRESS: 101 East Lampkin Street, Starkville, MS 39759  
PHONE: (662) 323-2525

GRANTEE: Starkville Condominiums, LLC, a Mississippi limited liability company  
ADDRESS: 2088 Old Taylor Road, Oxford, Mississippi 38655  
PHONE: (662) 513-4164

INDEXING INSTRUCTIONS: Being all or part of Lots 1, 2, 2A, 3, 3A, 4, 5, 6, 7, and 7A in Block 1 of the University Urban Renewal Area Plat, as recorded in the office of the Chancery Clerk of Oktibbeha County in Plat Book 2 at pages 39-45.

STATE OF MISSISSIPPI  
COUNTY OF OKTIBBEHA

### **QUITCLAIM DEED**

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby acknowledged,

**CITY OF STARKVILLE, MISSISSIPPI** (“Grantor”),  
101 East Lampkin Street, Starkville, MS 39759  
Phone: (662) 323-2525

hereby conveys, transfers, and quitclaims unto

**STARKVILLE CONDOMINIUMS, LLC**  
a Mississippi limited liability company (“Grantee”),  
2088 Old Taylor Road, Oxford, Mississippi 38655  
Phone: (662) 513-4164

any and all of its right, title, and interest in and to the following described real property lying and being situated in Oktibbeha County, Mississippi, and being more particularly described as follows:

**See EXHIBIT A attached (the “Property”).**

This conveyance is subject to all applicable building restrictions and restrictive covenants of record, any condominium and zoning regulations in effect, any rights-of-way, restrictions, easements or servitudes, and any lease, grant, exception, or reservation of minerals or mineral rights.

It is the intent of Grantor and purpose of this instrument to transfer of record from the Grantor to the Grantee all of Grantor’s easement rights in the Property reserved by Grantor in the University Urban Renewal Area Plat, as recorded in the Office of the Chancery Clerk of Oktibbeha County, Mississippi in Plat Book 2, at Pages 39-45, including but not limited to the 10’ Utility Easements described therein. Grantor hereby relinquishes any easement rights Grantor may have in the Property to Grantee.

**[Balance of page left intentionally blank. Signature contained on next page.]**

WITNESS the signature of the undersigned this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

GRANTOR:

**City of Starkville, Mississippi**

By: \_\_\_\_\_  
Parker Wiseman, Mayor

STATE OF MISSISSIPPI  
COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, within my jurisdiction, the within named Parker Wiseman, who acknowledged to me that he is the Mayor of the City of Starkville, Mississippi, and for and on behalf of the City of Starkville, Mississippi, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by the City of Starkville, Mississippi so to do.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[NOTARIAL SEAL]

## EXHIBIT A

Commence at found concrete monument stamped "URA 6" being urban renewal corner monument 6 as shown on the official University Urban Renewal Area Plat, Plat Book 2, pages 39-45, as recorded in the office of the Chancery Clerk of Oktibbeha County, Mississippi; said found concrete monument is also the POINT OF BEGINNING of this description .

Thence run S82°51'E 26.12 feet to a found concrete monument stamped "URA 5"; thence run N16°38'E 20.90 feet to a set iron pin; thence run S79°50'E 138.30 feet to a set iron pin; thence run N06°35'E 29.20 feet to a set iron pin; thence run S84°45'E 125.75 feet to a iron pipe found on the West right-of-way for Muldrow Avenue; thence run S01°40'W along said right-of-way 232.47 feet to an iron pin found on the North right-of-way for Russell Street; thence run N77°06'W along said right-of-way 434.73 feet to an iron pin set on the East right-of-way for Maxwell Street; thence run N10°52'E 193.99 feet to a chiseled "X" on concrete; thence run S77°38'E 106.40 feet to a found iron pipe; thence run S08°50'W 42.81 feet to a found concrete monument and the POINT OF BEGINNING of this description.

Being a total of 1.87 acres, more or less.

Plus or minus a strip of land across the Western end to the right-of-way for Maxwell Street.

Plus or minus a strip of land across the Southern end to the right-of-way for Russell Street.

Plus or minus strip of land across the Eastern end to the right-of-way for Muldrow Avenue.

Being all or part of Lots 1, 2, 2A, 3, 3A, 4, 5, 6, 7, 7A, 8 and 9 in Block 1 of the University Urban Renewal Area Plat, as recorded in the office of the Chancery Clerk of Oktibbeha County in Plat Book 2 at pages 39-45.

### LESS AND EXCEPT:

Being a 0.16 acre parcel located in all Lots 8 and 9 and part of Lots 7 and 7A of the University Urban Renewal Area plat. Oktibbeha County, Mississippi and being more particularly described as follows, to wit.

Commencing a found concrete monument marked "URA 6" being Urban Renewal Corner Monument 6 as shown on the official University Urban Renewal Area Plat, Plat Book 2, pages 39-45, as recorded in the office of the Chancery Clerk of Oktibbeha County, Mississippi and run North 07 degrees 01 minutes 23 seconds East for a distance of 42.81 feet to an iron pin; thence North 79 degrees 26 minutes 58 seconds West for a distance of 9.97 feet to an iron pin at the POINT OF BEGINNING of this description. From said POINT OF BEGINNING run South 08 degrees 10 minutes 56 seconds West for a distance of 65.49 feet to an iron pin; thence North 80 degrees 56 minutes 34 seconds West for a distance of 74.65 feet to an iron pin; thence South 10 degrees 31 minutes 47 seconds West for a distance of 16.45 feet to an iron pin; thence North 81 degrees 56 minutes 09 seconds West for a distance of 22.33 feet to an iron pin; thence North 09 degrees 03 minutes 26 seconds East for a distance of 84.82 feet to an "X" on the concrete; thence

South 79 degrees 26 minutes 58 seconds East for a distance of 96.43 feet to the POINT OF BEGINNING. Said parcel being located in all of Lots 8 and 9 and part of Lots 7 and 7A of the University Urban Renewal Area Plat, Oktibbeha County, Mississippi and contains 0.16 acres.

Being all of 52 Maxwell, a condominium project shown on the condominium plat filed September 23, 2008 and recorded on Slide 264A in the office of the Chancery Clerk of Oktibbeha County, Mississippi.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.b  
AGENDA DATE: 03/03/2015  
PAGE:**

**SUBJECT:** Sarcoidosis Chapter of Starkville is requesting in-kind police services for their annual Sarcoidosis Walk.

**AMOUNT & SOURCE OF FUNDING:** The estimated cost to the City is \$170.00.

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

Police Department	\$ <u>170.00</u>
TOTAL	\$ 170.00

**FISCAL NOTE:** N/A

**REQUESTING  
DEPARTMENT:** Community Development

**DIRECTOR'S  
AUTHORIZATION:** Buddy Sanders

**FOR MORE INFORMATION CONTACT:** Buddy Sanders @ (662) 323-2525, Ext. 131

**PRIOR BOARD ACTION:**

**SPECIAL EVENTS COMMITTEE REVIEW:**

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**ADDITIONAL INFORMATION:**

**SUGGESTED MOTION: MOVE APPROVAL OF IN-KIND SERVICES FOR SARCOIDOSIS WALK 2015**

POLICE COST ONLY, SEE LAST PAGE



**STREET/SIDEWALK CLOSING PERMIT APPLICATION**  
City of Starkville Building Department  
City Hall, 101 E. Lampkin Street  
Starkville, Mississippi 39759-2944  
Phone: (662) 323-8012 Fax: (662) 323-4143  
e-mail: buildingdept@cityofstarkville.org

Applicant's Name Tangelas Ringo Cell Number 662-722-1625  
Organization Name Sarcoidosis Chapter of Starkville Phone Number \_\_\_\_\_  
Address 204 King Richard Rd. City, State ZIP \_\_\_\_\_  
On-Site Contact Shelly Clanton Cell Number \_\_\_\_\_

Exact Location of Closing \_\_\_\_\_  
Date and Times of Closing (From) April 25, 2015 10:00am (DATE) (TIME) (To) April 25, 2015 12:00 (DATE) (TIME)  
Reason for Closing:  Construction  Maintenance  Clean-Up  Other Charity walk  
Will street closing require Police or Fire presence?  Yes  No If yes, who? Police  
Will street closing require City Utility presence?  Yes  No If yes, who? N/A  
Is street closing requested as part of a Special Event?  Yes  No (If "yes," Approval by Mayor and Board is Required)

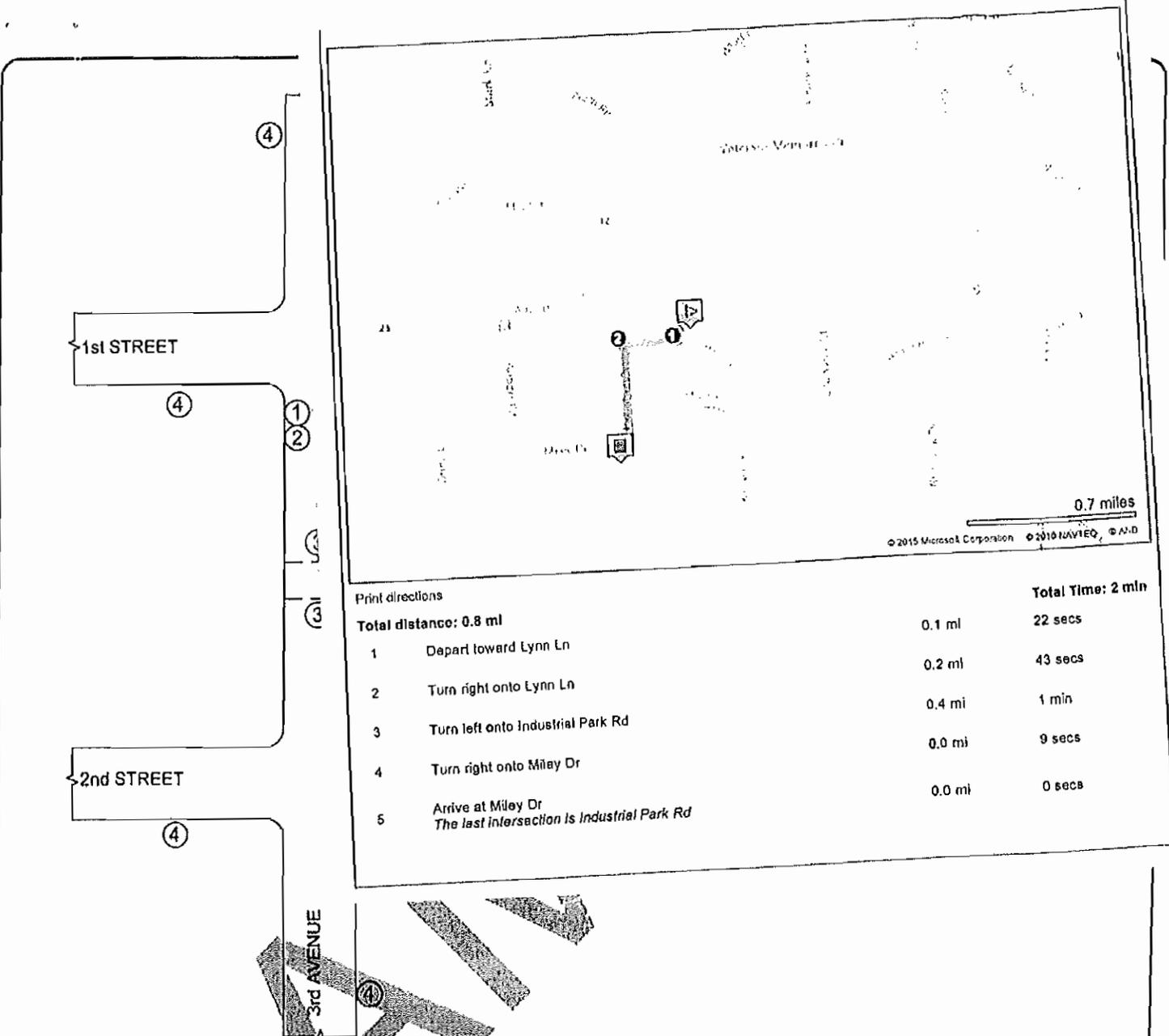
**NOTIFICATION AND SIGNATURE OF THE FOLLOWING REQUIRED PRIOR TO APPROVAL**

Engineering/Street Dept on _____	Traffic Control Plan Reviewed by: _____
By _____	_____, City Engineer
Police Department on _____	Fire Department on _____
By _____	By _____
Public Services Department on _____	Electric Department on _____
By _____	By _____
Building Department on _____	Sanitation Department on _____
By _____	By _____

I understand that in consideration for the issuance of the requested street closing permit, that I, the permittee, shall assume total responsibility for final cleanup and removal of all trash, debris, and other construction materials or residue generated as a result of this permit. I assume total responsibility for any damage to public property and street right-of-ways upon determination by City inspection. I assume responsibility for maintaining a safe environment for vehicles, pedestrians and personnel. By way of granting a permit for street/sidewalk closure, the City of Starkville shall not assume any liability for any activity associated with this permit and the applicant agrees to hold harmless the City of Starkville from all liability and will indemnify and defend the City there from.

Submitted By Tangelas Ringo Date \_\_\_\_\_

Permit Approved By \_\_\_\_\_ Date \_\_\_\_\_



**GENERAL NOTES:**

1. Contractor shall install traffic control devices such as cones, drums, flashers, barricades, signs, etc., to safely channel or direct traffic. When necessary, flaggers shall be used in conjunction with traffic control devices (flagger ahead sign required in advance except during brief periods or emergency situations.)
2. Traffic control devices shall be installed whenever necessary, remain in place as long as they are needed, and removed immediately thereafter.
3. Traffic control devices shall conform to the applicable specifications of the "Manual on Uniform Traffic Control Devices", latest edition.
4. These are minimum requirements and in no way relieve the contractor of his obligation to maintain traffic in a safe manner.
5. See MDOT Standard Drawings for correct placement and installation of barricades and signs.

<b>City of Starkville</b> Engineering Department	<b>Traffic Control Plan</b>	Revised:
Approved By: _____ Date: _____		<b>Dwg. No. 160</b>

## Daniel Havelin

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**From:** Shawn Word <sword@cityofstarkville.org>  
**Sent:** Tuesday, February 10, 2015 3:34 PM  
**To:** 'Daniel Havelin'  
**Subject:** RE: Sarcoidosis Charity Walk

I spoke with Ms. Tangela Ringo... We will need three officers at 2 hours each for a avg. of \$25 per hour. \$150.00. Plus \$20 in gas for a total project of \$170.00  
If you need something more than this just let me know

Shawn Word  
Lieutenant  
Special Operations and Grants  
Starkville Police Department  
101 E. Lampkin St.  
Starkville, MS 39759  
sword@cityofstarkville.org  
662-323-4131 Office  
662-324-4016 Fax

**From:** Daniel Havelin [mailto:d.havelin@cityofstarkville.org]  
**Sent:** Friday, February 06, 2015 2:00 PM  
**To:** Shawn Word  
**Subject:** Sarcoidosis Charity Walk

Shawn,  
Can you take a look at this and let me know if there will be a cost. I can schedule a meeting with the applicant for next Thursday if that is good with you.

**Daniel Havelin, PLA** | City Planner  
**City of Starkville**  
101 East Lampkin Street | Starkville | MS 39759-2944  
Ph: 662.323.2525 ext: 136  
[www.cityofstarkville.org](http://www.cityofstarkville.org)

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No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2014.0.4800 / Virus Database: 4257/9056 - Release Date: 02/04/15

No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2015.0.5646 / Virus Database: 4284/9091 - Release Date: 02/10/15



**AGENDA ITEM NO:**  
**AGENDA DATE: March 3, 2015**

**RECOMMENDATION FOR BOARD ACTION**

**SUBJECT:** Request authorization for Starkville Electric Department to accept the lowest quote for a Substation 15kV Feeder Vacuum Circuit Breaker (25kA) for Northwest Starkville 69/13 kV Substation.

**AMOUNT & SOURCE OF FUNDING:** FY 2015 Budget

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** Electric

**DIRECTOR'S  
AUTHORIZATION:** Terry N. Kemp, General Manager

**FOR MORE INFORMATION CONTACT:** Terry Kemp 323-3133

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:**

**DEADLINE:**

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

**STAFF RECOMMENDATION:** Request authorization for Starkville Electric Department to accept the lowest quote for a Substation 15kV Feeder Vacuum Circuit Breaker (25kA) for Northwest Starkville 69/13 kV Substation.

**SUGGESTED MOTION:** “Move approval for Starkville Electric Department to accept the lowest quote for a Substation 15kV Feeder Vacuum Circuit Breaker (25kA) for Northwest Starkville 69/13 kV Substation..”

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**CITY OF STARKVILLE ELECTRIC DEPARTMENT  
STARKVILLE, MISSISSIPPI**

**TABULATION OF QUOTES  
FOR SUBSTATION 15 kV FEEDER VACUUM CIRCUIT BREAKER (25 kA)  
FOR NORTHWEST STARKVILLE 69/13 kV SUBSTATION**

<b>BIDDER</b>	<b>SUPPLIER</b>	<b>TOTAL COST</b>	<b>DELIVERY TIME</b>
Garner Lumley Electric Supply Com. - Hattiesburg, MS	ABB	\$22,657.00	20 weeks
Yoder Sales Agency - Chattanooga, TN	ABB	\$22,900.00	20 weeks

I hereby certify that this is a true and correct tabulation of the quotes.

  
\_\_\_\_\_  
Jeffrey Atwell, P.E.

February 17, 2015

Mr. Tommy Sullivan, P.E.  
Operations Manager  
City of Starkville Electric Department  
P.O. Box 927  
Starkville, Mississippi 39760-0927

Re: Northwest Starkville 15 kV VCB

Tommy,

Please find enclosed a certified tabulation of quotes for a 15 kV 1200 ampere vacuum circuit breaker received by the City of Starkville Electric Department on February 17, 2015. Garner Lumley Electrical Supply Company provided the lower of two quotes received. I recommend that the City of Starkville Electric Department award the Purchase Order for this substation vacuum circuit breaker in the amount of \$22,657.00 to Garner Lumley Electrical Supply Company. The Purchase Order for substation vacuum circuit breaker should include the following statement at the bottom of the Purchase Order:

“Above items shall be in accordance with our RFQ dated February 3, 2015 and your quote submitted to the City of Starkville Electric Department on February 17, 2015.”

Best regards,  
ATWELL & GENT, P.A.  
CONSULTING ENGINEERS



Jeffrey Atwell, P.E.  
President

Enclosures

C: File P/N 101E3087



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLF.1  
AGENDA DATE: 3/3/15  
PAGE: 1 of 1**

**SUBJECT:** CONSIDERATION OF APPROVAL OF ON-STREET PARKING ON COLONEL MULDROW IN COORDINATION WITH THE CONSTRUCTION AS PART OF “THE GIN” PROJECT.

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:**

**REQUESTING DEPARTMENT:** Engineering/ Comm Dev.

**DIRECTOR'S AUTHORIZATION:** Yes

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:** n/a

**DEADLINE:** none

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**AUTHORIZATION HISTORY:**

AMOUNT                      DATE – DESCRIPTION

**STAFF RECOMMENDATION:**

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Staff Recommends APPROVAL

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The applicant for “The Gin” development has requested the City allow construction of 7 parallel parking spaces on Colonel Muldrow in the City right-of-way.

The Gin is a condominium residential development proposed in the NW corner of the intersection of Colonel Muldrow and Russell Street. The proposed parallel parking is not necessary to meet minimum parking counts.

The Engineering, Planning, and Community Development staff support this proposal as it will create a streetscape which is supportive of the transect zoning district. Further, this parking will provide a safety buffer for pedestrians and the vehicle travel lanes and will serve as traffic calming for south bound traffic on Col. Muldrow.

Attached is a letter from the applicant’s Engineer along with a site plan showing the proposed development and parking.

There will be no cost to the City for these improvements, and the applicant understands that these parking spaces will be public in perpetuity and cannot be reserved, metered, or otherwise saved for occupants or visitors of the proposed development.

***Suggested Motion: APPROVAL OF ON-STREET PARKING ON COLONEL MULDROW IN COORDINATION WITH THE CONSTRUCTION AS PART OF “THE GIN” PROJECT.***

February 27, 2015

City of Starkville  
ATTN: Honorable Mayor Parker Wiseman  
101 Lampkin Street  
Starkville, MS 39759

REFERENCE: THE GIN AT RUSSELL  
STARKVILLE, MS

Dear Mayor Wiseman:

Neel-Schaffer, Inc. (NSI) is currently acting as the design professional, on behalf of Starkville Condos LLC, on the referenced project above. Included in this project is proposed on-street parking along Colonel Muldrow Drive at the intersection of Russell Street. The site plan currently shows this parking located within the Right-of-Way, and it's our intention to inform the city of the owner's intentions and further clarify specifics related to the construction.

Starkville Condos, LLC agrees to employ a contractor to perform construction activities related to the on-street parking. Included in this construction is demolition, subgrade, base, paving, curb and gutter, and striping. All construction activities will be performed according to city standards and specifications.

Starkville Condos, LLC understands that referenced on-street parking will remain public property and shall not be reserved or metered for private use.

The current site plan submitted by Starkville Condos, LLC includes adequate internal parking to meet city parking requirements. The referenced on-street parking is being provide for public use.

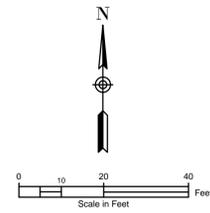
If you have any questions or concerns, please do not hesitate to contact me at [Saunders.Ramsey@Neel-Schaffer.com](mailto:Saunders.Ramsey@Neel-Schaffer.com)

Sincerely,

NEEL-SCHAFFER, INC.



Saunders Ramsey, P.E.



**ROADWAY LEGEND**

- LIGHT DUTY ASPHALT
- HEAVY DUTY ASPHALT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK



**Architectural  
& Energy  
Resources for  
Construction**

Douglas W. Thornton, AIA  
342 West Valley Street  
Hernando, MS 38632  
p 662.298.0057  
f 662.298.0061  
www.AERCpllc.com



**PROPOSED  
PARALLEL PARKING**

Starkville Condominiums, LLC  
**The Gin on Russell**  
Russell Street Starkville, MS 39759

Project Number: 14180  
Date: 1.19.2015  
Drawn by: MRC  
Check by: DSR

REVISIONS

DESIGN REVIEW  
SUBMITTAL

**C7.17**  
Site Plan  
Alternate 1



2/26/2015 10:47 AM P:\projects\starkville\starkville\_cordoba\cordoba\plan\alt1.dwg

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XL.F.1  
AGENDA DATE: 3/3/15  
PAGE: 1 of 1**

**SUBJECT:** REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FOR DRIVEWAY REPLACEMENT AS PART OF THE LYNN LANE MULTI-USE PATH PROJECT

**AMOUNT & SOURCE OF FUNDING:**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:** Engineering and Streets

**DIRECTOR'S  
AUTHORIZATION:** Yes

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

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:** n/a

**DEADLINE:** none

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**AUTHORIZATION HISTORY:**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

**STAFF RECOMMENDATION:**

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Staff Recommends APPROVAL

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As part of the Lynn Lane multi-use path design, the driveway located at 1005 Howard road is in conflict and will need to be relocated prior to the commencement of construction.

In lieu of payment for the ROW acquisition needed at this property, the owner asked that the City be responsible for relocating the driveway that serves this residence.

The property that was acquired was valued at \$5,591.00

The City solicited quotes to perform this construction. The results are as follows:

Hester Construction: \$5185.00  
Stidham Construction: \$8038.05

***Suggested Motion: REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FOR DRIVEWAY REPLACEMENT AS PART OF THE LYNN LANE MULTI-USE PATH PROJECT.***

CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: XI.F.1.  
AGENDA DATE March 3, 2015

SUBJECT: Claims Docket through March 2, 2015

AMOUNT & SOURCE OF FUNDING: FY 2014-2015 Budget

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING  
March 2, 2015 IS \$858,236.30**

*This amount includes:*

Parking Garage Invoices (to be reimbursed by MDA): \$207,702.90

**SED CLAIMS DOCKET AMOUNT \$107,764.45**

**AMOUNTS THAT HAVE BEEN PAID \$22,919.20**

**TOTAL AMOUNT TO BE PAID \$966,000.75**

REQUESTING

DEPARTMENT: City Clerk's Office

DIRECTOR'S

AUTHORIZATION: Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: City Clerk, Lesa Hardin

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**STAFF RECOMMENDATION:** Approval of the Claims Docket #03-03-15a for  
Claims from all Departments through March 2, 2015 as listed.

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City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
OFFICE OF THE DISTRICT ATTORNEY	INV0013351	02/28/2015	IMMANUEL DWAYNE MANNING	001-000-334-126		02/28/2015	131.80
RACKLEY OIL INC.	000401617	02/28/2015	D-0348 GAS FUEL CHARGES	001-000-070-251		02/28/2015	15,784.88
PITNEY BOWES INC-PURCHASE POWER	INV0013304	02/25/2015	PURCHASE POWER	001-000-054-205		02/25/2015	38.08
DELTA COM	110417950221150	02/28/2015	ACCH8000-9000-1141-9748 PHONE SYSTEM FEB2015	001-000-054-208		02/28/2015	72.54
HHC RESERVATIONS OFFICE	INV0013335	02/27/2015	ACCH1041795 RESERVATIONS FOR CHARITY	001-000-160-698		02/27/2015	400.00
OFFICE OF THE DISTRICT ATTORNEY	INV0013332	02/27/2015	BALL MARCOUCELL ALLEN PATTERSON	001-000-334-126		02/27/2015	902.00
SHANE GIVENS	INV0013356	03/02/2015	RESTITUTION FROM AKIA JOHNSON	001-000-330-135		03/02/2015	100.00
WAL MART	INV0013357	03/02/2015		001-000-330-135		03/02/2015	100.00
Paid							Outstanding Total: 17,529.30
WAL MART	1000032267	02/13/2015	RESTITUTION FROM CRYSTAL PERKINS	001-000-330-135		02/13/2015	620.00
PRENTICE HYASSA DAVIS	1000032302	02/13/2015	OVERPAYMENT ON FINE	001-000-149-691		02/13/2015	225.00
JAMES RANDALL PARKER	1311438	02/13/2015	CASE WAS NOLE PROS	001-000-149-691		02/13/2015	1,061.00
DUSTIN LEE MILLER	131184	02/13/2015	CASE RETIRED	001-000-149-691		02/13/2015	500.00
SANTRICE NICHOLS	1321692	02/13/2015	VIOLATION WAS RETIRED BY OFFICER	001-000-149-691		02/13/2015	213.00
EAST MISSISSIPPI LUMBER CO.	CM0000305	02/13/2015	CREDIT MEMO	001-000-054-208		02/13/2015	-43.01
MATTHEW KIMBALL	INV0013205	02/13/2015	#1321824-RETIRED / #1321823-OVERPAYMENT	001-000-149-691		02/13/2015	178.00
MATTHEW KIMBALL	INV0013205	02/13/2015	#1321824-RETIRED / #1321823-OVERPAYMENT	001-000-149-691		02/13/2015	51.00
ACE BALL BONDING-SHARON WILLIAMS	INV0013206	02/13/2015	#1309636,1310162,1309637 BONDSMAN SURR. DEFENDANT	001-000-149-691		02/13/2015	1,798.25
Paid Total:							4,603.24
Department 000 - UNDESIGNATED Total:							22,132.54

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 100 - BOARD OF ALDERMEN							
Outstanding							
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001 JAN2015 CHARGES BY DEPT	001-100-604-330		02/25/2015	280.07
Outstanding Total:							280.07
Department 100 - BOARD OF ALDERMEN Total:							280.07
Department: 110 - MUNICIPAL COURT							
Outstanding							
CANON FINANCIAL SERVICES, INC	14638213	02/25/2015	UCORU FEB2015 RENT #5-600-21161-12	001-110-604-330		02/25/2015	46.00
PITNEY BOWES INC- PURCHASE POWER	INV0013304	02/25/2015	ACC#8000-9000-1141-9748	001-110-604-330		02/25/2015	38.07
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001 JAN2015 CHARGES BY DEPT	001-110-604-330		02/25/2015	141.97
Outstanding Total:							226.04
Department 110 - MUNICIPAL COURT Total:							226.04
Department: 120 - MAYORS OFFICE							
Outstanding							
NEEL-SCHAFFER	1024730	02/27/2015	JAN2015 ENGINEERING SERVICES	001-120-600-300		02/27/2015	3,030.01
CANON FINANCIAL SERVICES, INC	14638213	02/25/2015	INNOVATION DISTRICT UCORU FEB2015 RENT #5-600-21161-12	001-120-600-300		02/28/2015	20,352.50
BELL BUILDING SUPPLY, INC.	104884	02/27/2015	SINGLE SIDED KEY	001-120-501-200		02/27/2015	11.06
PITNEY BOWES INC- PURCHASE POWER	INV0013304	02/25/2015	PURCHASE POWER	001-120-604-330		02/25/2015	38.08
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001 JAN2015 CHARGES BY DEPT	001-120-604-330		02/25/2015	185.09
WAL MART-GENERAL CITY	024493	02/27/2015	USB CABLE AND BATTERIES	001-120-501-200		02/27/2015	29.73
WAL MART-GENERAL CITY	024940	02/27/2015	ALDERMAN SUPPLIES	001-120-503-202		02/27/2015	74.29
WAL MART-GENERAL CITY	REFUND	02/27/2015	ALDERMAN SUPPLIES	001-120-503-202		02/27/2015	-36.73
Outstanding Total:							23,730.03
Department 120 - MAYORS OFFICE Total:							23,730.03
Department: 123 - IT							
Outstanding							
TYLER TECHNOLOGIES	025-115828	02/27/2015	POLICE DEPT SEVERS BOARD APPROVED 10/7/14	001-123-918-805		02/27/2015	42,270.00
TYLER TECHNOLOGIES	025-115829	02/27/2015	MUNICIPAL COURT SERVERS BOARD APPROVED 10/7/14	001-123-918-805		02/27/2015	27,649.00
CANON FINANCIAL SERVICES, INC	14638214	02/25/2015	UCOVO FEB2015 RENT #5-600-21161-12	001-123-604-330		02/25/2015	35.00
WAL MART-GENERAL CITY	INV0013305	02/25/2015	SPT GIGABIT SWITCH	001-123-918-805		02/25/2015	34.97

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
GATE BILLING CENTER	5379246	02/28/2015	ACCHGT0529148 INTERNET HOSTING	001-123-604-330		02/28/2015	121.10
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001 JAN2015 CHARGES BY DEPT	001-123-604-330		02/25/2015	221.99
GATE BILLING CENTER	50-2830488	02/28/2015	ACCHGT0529148 INTERNET HOSTING	001-123-604-330		02/28/2015	10.20

Outstanding Total: 70,342.26

Department 123 - IT Total: 70,342.26

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

STATE TREASURER	INV0013297	02/25/2015	JAN2015	001-145-670-376		02/25/2015	125.00
STATE TREASURER	INV0013297	02/25/2015	JAN2015	001-145-670-377		02/25/2015	3,739.75
STATE TREASURER	INV0013297	02/25/2015	JAN2015	001-145-670-378		02/25/2015	838.00
STATE TREASURER	INV0013297	02/25/2015	JAN2015	001-145-670-382		02/25/2015	16,311.75
STATE TREASURER	INV0013297	02/25/2015	JAN2015	001-145-670-385		02/25/2015	3,465.40
STATE TREASURER	INV0013297	02/25/2015	JAN2015	001-145-670-387		02/25/2015	5,986.40
STATE TREASURER	INV0013297	02/25/2015	JAN2015	001-145-670-389		02/25/2015	40.00
STATE TREASURER	INV0013297	02/25/2015	JAN2015	001-145-670-393		02/25/2015	688.00
STATE TREASURER	INV0013297	02/25/2015	JAN2015	001-145-670-393		02/25/2015	327.75
STATE TREASURER	INV0013297	02/25/2015	JAN2015	001-145-670-395		02/25/2015	152.75
MISSISSIPPI DEPT OF PUBLIC SAFETY	INV0013298	02/25/2015	JAN2015 WIRELESS COMM FEE	001-145-670-386		02/25/2015	2,744.00
CANON FINANCIAL SERVICES, INC	14638213	02/25/2015	UCORU FEB2015 RENT #5-600-21161-12	001-145-604-330		02/25/2015	46.00
CANON FINANCIAL SERVICES, INC	14638215	02/25/2015	FEB2015 MODELIRCS255 #5 -600-21161-13	001-145-630-400		02/25/2015	370.00
PITNEY BOWES INC- PURCHASE POWER	INV0013304	02/25/2015	PURCHASE POWER ACC#8000-9000-1141-9748	001-145-604-330		02/25/2015	38.07
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001 JAN2015 CHARGES BY DEPT	001-145-604-330		02/25/2015	40.01
DELTA COM	110417950221150	02/28/2015	PHONE SYSTEM FEB2015 ACC#11041795	001-145-630-400		02/28/2015	97.95
MS MUNICIPAL COURT CLERKS ASN.	INV0013317	02/27/2015	FOR JOANNA MCLAURIN'S GRADUATION	001-145-690-556		02/27/2015	150.00

Outstanding Total: 35,160.83

Department 145 - OTHER ADMINISTRATIVE Total: 35,160.83

Department: 169 - LEGAL

Outstanding

STEPHANIE MALLETT ATTORNEY AT LA	INV0013343	02/27/2015	ATTORNEY FEES	001-169-600-309		02/27/2015	200.00
MARTY HAUG	INV0013318	02/27/2015	VS. MARCUS PERKINS	001-169-600-309		02/27/2015	200.00
Rob Roberson	INV0013319	02/27/2015	VS. TIFFANY HART	001-169-600-309		02/27/2015	200.00
CHARLES BRUCE BROWN, ATTORNEY	INV0013320	02/27/2015	VS. OLIVER BERTH	001-169-600-309		02/27/2015	200.00

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CHARLES BRUCE BROWN, ATTORNEY	INV0013321	02/27/2015	VS. ELISA C. JEFFERSON	001-169-600-309		02/27/2015	200.00
JAY HOWARD HURDLE	INV0013352	02/28/2015	VS. KENDRE JONES	001-169-600-309		02/28/2015	200.00
Outstanding Total:							1,200.00
Department 169 - LEGAL Total:							1,200.00

Department: 180 - PERSONNEL ADMINISTRATION

Outstanding							
CANON FINANCIAL SERVICES, INC	14638213	02/25/2015	UCORU FEB2015 RENT #5-600-21161-12	001-180-604-330		02/25/2015	46.00
CANON FINANCIAL SERVICES, INC	14638214	02/25/2015	UCOYO FEB2015 RENT #5-600-21181-12	001-180-604-330		02/25/2015	35.00
PITNEY BOWES INC-PURCHASE POWER	INV0013304	02/25/2015	PURCHASE POWER ACC#8000-9000-1141-9748	001-180-604-330		02/25/2015	38.08
Outstanding Total:							119.08
Department 180 - PERSONNEL ADMINISTRATION Total:							119.08

Department: 190 - CITY PLANNER

Outstanding							
AMERICAN MUNICIPAL SERVICES	23699	02/25/2015	JAN2015 COLLECTION FEES	001-190-691-550		02/25/2015	46.25
CANON FINANCIAL SERVICES, INC	14638214	02/25/2015	UCOYO FEB2015 RENT #5-600-21181-12	001-190-630-401		02/25/2015	35.00
SECURITY SOLUTIONS	70908	02/27/2015	Q-1253 OPEN / NEW LOCK 121 DL CONNER PURCHASE POWER	001-190-600-300		02/27/2015	105.00
PITNEY BOWES INC-PURCHASE POWER	INV0013304	02/25/2015	ACC#8000-9000-1141-9748	001-190-604-330		02/25/2015	38.08
RACKLEY OIL INC.	000402064	02/27/2015	FUEL	001-190-525-231		02/27/2015	40.39
Outstanding Total:							264.72
Department 190 - CITY PLANNER Total:							264.72

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding							
ALARM SECURITIES, INC	29025	02/28/2015	SERVICE CALL / TELEPHONE REPAIR	001-192-630-403		02/28/2015	160.87
ATMOS ENERGY	INV0013288	02/25/2015	CITY HALL FEB2015 GAS CHARGES #3012727728	001-192-625-380		02/25/2015	186.45
CRAFTER MAINTENANCE	2104	02/28/2015	ROOF LEAK REPAIR @ CITY HALL	001-192-630-403		02/28/2015	95.00
CINTAS	215784322	02/25/2015	CITY HALL	001-192-535-233		02/25/2015	31.11
CINTAS	215786087	02/25/2015	CITY HALL	001-192-535-233		02/25/2015	31.11
STARKVILLE ELECTRIC	INV0013331	02/27/2015	FEBRUARY 2015 CHARGES	001-192-625-380		02/27/2015	38.60
Outstanding Total:							543.14
Department 192 - GENERAL GOVERN BLDG & PLANT Total:							543.14

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount	
Department: 195 - TRANSFERS TO OTHER AGENCIES								
Paid								
BRICKRE PROJECT	INV0013316	02/27/2015	CHILDCARE GRANT	001-195-951-965		02/27/2015	16,002.50	
							Paid Total:	16,002.50
Department 195 - TRANSFERS TO OTHER AGENCIES Total:							16,002.50	
Department: 197 - ENGINEERING								
Outstanding								
PROGRAPHICS, INC.	64185	02/27/2015	COIL BINDING	001-197-501-200		02/27/2015	36.00	
CANON FINANCIAL SERVICES, INC	14638213	02/25/2015	UCORU FEB2015 RENT #5-600-21161-12	001-197-604-330		02/25/2015	46.00	
CANON FINANCIAL SERVICES, INC	14638214	02/25/2015	UCOYO FEB2015 RENT #5-600-21181-12	001-197-604-330		02/25/2015	35.00	
PITNEY BOWES INC-PURCHASE POWER	INV0013304	02/25/2015	PURCHASE POWER ACC#8000-9000-1141-9748	001-197-604-330		02/25/2015	38.08	
EDWARD KEMP	INV0013325	02/27/2015	REIMBURSEMENT FUEL/PARKING FEE (JACKSON,MS)	001-197-525-231		02/27/2015	34.95	
EDWARD KEMP	INV0013325	02/27/2015	REIMBURSEMENT FUEL/PARKING FEE (JACKSON,MS)	001-197-525-231		02/27/2015	7.00	
FAIRFIELD INN	90720848	02/27/2015	CONFH90720848 TONY SYKES (LIMONTAX NIGHT PER DIEM (MEALS) MS MOSQUITO & VECTOR CT. ASSOC.	001-197-610-350		02/27/2015	83.00	
TONY SYKES	INV0013347	02/27/2015	DELTA FLIGHT TICKET#0062192752764	001-197-610-350		02/27/2015	39.00	
BANKFIRST-VISA PAYMENT	INV0013348	02/27/2015	REGISTRATION (MS MOSQUITO & VECTOR CT. ASSOC.)	001-197-610-350		02/27/2015	260.20	
MMVCA	TONY_SYKES	02/27/2015		001-197-610-350		02/27/2015	25.00	
Outstanding Total:							604.23	
Department 197 - ENGINEERING Total:							604.23	
Department: 201 - POLICE DEPARTMENT								
Outstanding								
DOGPOUND PRINTING	INV0013346	02/27/2015	M-10080 UNIFORM SHIRTS	001-201-535-233		02/27/2015	277.50	
R&M TIRES	1099724	02/27/2015	m-10064 TIRE MOUNT / BAL / DISPOSAL CHARGE	001-201-630-360		02/27/2015	17.50	
DANNY MCCUSKEY TOWIN	11275	02/27/2015	TOW TO CITY BARN INVOICE #11275	001-201-600-300		02/27/2015	75.00	
R&M TIRES	1099822	02/27/2015	m-10064 REPAIR FLAT / ROTATION & BAL	001-201-630-360		02/27/2015	55.00	
MID-SOUTH UNIFORM & SUPPLY	525923	02/27/2015	M-9900 UNIFORM SWEATERS FOR DISPATCH	001-201-535-233		02/27/2015	407.28	
MID-SOUTH UNIFORM & SUPPLY	525993	02/27/2015	M-9828 NAME PLATE / SERVICE BAR	001-201-535-233		02/27/2015	129.18	

## Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
FBI/INAA FBI ACADEMY	INV0013330	02/27/2015	DUES FOR CHIEF NICHOLS	001-201-690-555		02/27/2015	90.00
WAL MART-GENERAL CITY	007502	02/27/2015	M-10066 ANT KILLER, MOP, HEATER	001-201-556-251		02/27/2015	74.80
WILLIAM WELLS TIRES & AUTO SERVICE	62398	02/27/2015	TOW DET. CARRIERS EXPLORER TO CITY BARN	001-201-600-300		02/27/2015	138.60
CANON FINANCIAL SERVICES, INC	14638217	02/27/2015	COPIER RENTAL	001-201-635-369		02/27/2015	402.00
SULLIVAN'S OFFICE SUPPLY, INC	175223	02/27/2015	SCISSORS	001-201-556-251		02/27/2015	4.99
RICOH AMERICAS CORP.	94167535	02/27/2015	COPIER RENTAL	001-201-635-369		02/27/2015	316.54
ARMY NAVY PAWN SHOP	INV0013333	02/27/2015	SEW ON PATCHES ON BEANIES	001-201-600-300		02/27/2015	1,266.15
ARMY NAVY PAWN SHOP	INV0013334	02/27/2015	PANTS	001-201-535-233		02/27/2015	45.00
NESCO ELECTRICAL DISTRIBUTORS	51996901.001	02/28/2015	M-10045 LGHT BULBS	001-201-556-251		02/28/2015	24.60
CSPIRE WIRELESS	INV0013345	02/27/2015	ACC#0031694497 PHONE CASES/CHARGERS SPD	001-201-501-200		02/27/2015	611.87
RACKLEY OIL INC.	000401421	02/27/2015	GAS	001-201-525-231		02/27/2015	38.29
EXPRESS OIL	15021200001033	02/27/2015	OIL CHANGE	001-201-630-360		02/27/2015	46.75
DELL MARKETING L.P.	XJMX4CMP9	02/27/2015	Computer	001-201-730-543		02/27/2015	2,100.00
RACKLEY OIL INC.	000401504	02/27/2015	FUEL	001-201-525-231		02/27/2015	1,541.84
SECURITY SOLUTIONS	70904	02/27/2015	CLEANED AND REPAIRED LOCK	001-201-630-426		02/27/2015	80.00
PITNEY BOWES INC- PURCHASE POWER	INV0013304	02/25/2015	PURCHASE POWER ACC#8000-9000-1141-9748	001-201-604-330		02/25/2015	38.07
TRI-STARR MUFFLER & BRAKES	1100166	02/28/2015	M-10069 TIRE MOUNT / BAL & ALIGNMENT	001-201-630-360		02/28/2015	80.00
R&M TIRES	1100172	02/27/2015	M-10064 TIRE MOUNT/BAL/ DISPOSAL CHARGE	001-201-630-360		02/27/2015	17.50
FLEET SAFETY EQUIPMENT, INC	142867	02/27/2015	SIREN,BRACKET,SPEAKER	001-201-556-251		02/27/2015	1,376.00
EXPRESS OIL	15021600001392	02/27/2015	OIL CHANGE	001-201-630-360		02/27/2015	74.56
EXPRESS OIL	150217000001414	02/27/2015	OIL CHANGE	001-201-630-360		02/27/2015	76.41
JB SIMONS INC/SIMONS UNIFORMS	60198	02/28/2015	M-9890 HAT SIZE EMBLEMS	001-201-535-233		02/28/2015	657.50
TRI-STARR MUFFLER & BRAKES	1100205	02/28/2015	M-10069 REPAIR FLAT TIRE	001-201-630-360		02/28/2015	15.00
SULLIVAN'S OFFICE SUPPLY, INC.	175605	02/27/2015	SUPPLIES	001-201-556-251		02/27/2015	37.95
TRADE AMERICA INC.	19349	02/27/2015	BATTERIES	001-201-556-251		02/27/2015	110.17
BOARDTOWN BIKES	23668	02/28/2015	CENTRO/MAX SEGWAY HELMET	001-201-630-360		02/28/2015	180.00
GOODYEAR AUTO SERVICE	41573174	02/28/2015	M-10027 (8) TIRES	001-201-630-360		02/28/2015	1,051.28
FBI-LEEDA	41886-15	02/27/2015	DUES FOR LT. WORD	001-201-690-555		02/27/2015	50.00
CINTAS FIRST AID & SAFETY	5002599330	02/27/2015	MEDICINE FOR CABINET	001-201-556-251		02/27/2015	245.08

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TRI-STARR MUFFLER & BRAKES	756632	02/28/2015	M-10073 OIL CHANGE	001-201-630-360		02/28/2015	38.95
TAYLOR WELLS	INV0013336	02/27/2015	BLADE FUSES, ROCKER SWITCH	001-201-630-360		02/27/2015	28.30
NATIONAL ORGANIZATION OF BLACK LAW	INV0013338	02/27/2015	CHIEF NICHOLS	001-201-690-555		02/27/2015	150.00
MODERN MARKETING, INC	MM1107297	02/28/2015	M-10081 EVIDENCE BAGS	001-201-556-251		02/28/2015	671.28
SCOTT PETROLEUM DIV. #15	694897	02/27/2015	GAS FOR RANGE	001-201-525-231		02/27/2015	774.12
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001	001-201-604-330		02/25/2015	174.25
RACKLEY OIL INC.	000401845	02/28/2015	JAN2015 CHARGES BY DEPT	001-201-525-231		02/28/2015	1,648.78
UPS STORE 3702	5503	02/28/2015	M-10078 GAS FUEL CHARGE	001-201-600-300		02/28/2015	8.73
DELTACOM	110417950221150	02/28/2015	PHONE SYSTEM FEB2015	001-201-604-330		02/28/2015	97.00
MAGNOUA BOTTLED WATER CO	11434	02/27/2015	ACCM11041795 BOTTLED WATER	001-201-556-251		02/27/2015	82.50
SEGWAY, INC	2498	02/27/2015	2 SEGWAY	001-201-730-543		02/27/2015	24,608.00
ADVANCED COLLISION SECURITY SOLUTIONS	474 70831	02/27/2015 02/27/2015	REPAIRS REKEY LOCK ON STORAGE BUILDINGS	001-201-630-360 001-201-600-300		02/27/2015 02/27/2015	756.28 185.00
HARRIS CORPORATION	93195720	02/27/2015	STRAP,RETAINING,ELASTIC	001-201-918-805		02/27/2015	110.12
HARRIS CORPORATION	93195824	02/28/2015	M-10020 (10) LEATHER BELT	001-201-918-805		02/28/2015	613.04
R&M TIRES	1100036	02/28/2015	M-10076 TIRE MOUNT & BA	001-201-630-360		02/28/2015	35.00
R & F COMFORT SYSTEMS IN	17068	02/27/2015	FILTERS,DELICED AC UNIT	001-201-630-426		02/27/2015	106.09
MID-SOUTH UNIFORM & SUPPLY	526410	02/28/2015	M-9567 UNIFORM SUPPLIES	001-201-535-233		02/28/2015	1,927.41
<p>Department 250 - NARCOTICS BUREAU</p> <p>Outstanding Total: 43,767.26</p>							
<p>Department 201 - POLICE DEPARTMENT Total: 43,767.26</p>							
<p>Department 250 - NARCOTICS BUREAU</p> <p>Outstanding Total: 102.14</p>							
<p>Department 250 - NARCOTICS BUREAU Total: 102.14</p>							
<p>Department 254 - DUI GRANT</p> <p>Outstanding Total: 711.71</p>							
<p>Department 254 - DUI GRANT Total: 711.71</p>							
<p>Department 261 - FIRE DEPARTMENT</p> <p>Outstanding Total: 2,125.20</p>							
<p>Department 261 - FIRE DEPARTMENT Total: 2,125.20</p>							

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
RACKLEY OIL INC.	000401325	02/25/2015	H-14511 FUEL CHARGES L1&L2	001-261-525-231		02/25/2015	19.90
STARKVILLE AUTO PARTS	5151-76988	02/25/2015	H-14510 AUTOMOTIVE FUSE (FOR RHINO)	001-261-630-360		02/25/2015	3.99
RACKLEY OIL INC	000401502	02/27/2015	FUEL FOR L1 & L2	001-261-525-231		02/27/2015	168.99
FLEET SAFETY EQUIPMENT,INC	142861	02/25/2015	H#14455 FREEDOM SUPPLIE	001-261-630-360		02/25/2015	2,559.00
FIRE ENGINEERING	379565021.	02/28/2015	H-14530 1YEAR SUBSCRIPTION RENEWAL	001-261-502-201		02/28/2015	21.00
STARKVILLE AUTO PARTS	5151-77165	02/27/2015	INCANDESCENT SEALED BEAM	001-261-630-360		02/27/2015	31.49
WAL MART-GENERAL CITY	019589	02/27/2015	BATTERIES	001-261-555-250		02/27/2015	9.84
RACKLEY OIL INC	000401843	02/28/2015	H-14528 GAS FUEL CHARGES (L1/L2/E3)	001-261-525-231		02/28/2015	107.27
RACKLEY OIL INC.	000401896	02/28/2015	H-14528 GAS FUEL CHARGES (L1/L2/E3)	001-261-525-231		02/28/2015	43.84
IVY AUTO PARTS, LLC.	490275	02/28/2015	H-14527 QUALITY HTR HOSE	001-261-630-360		02/28/2015	11.96
STARKVILLE AUTO PARTS	5151-77300	02/28/2015	H-14525 ANTIFREEZE	001-261-630-360		02/28/2015	23.90
WAL MART-GENERAL CITY	02516	02/28/2015	H-14533 TV MOUNT	001-261-555-250		02/28/2015	89.00
STARVUILE AUTO PARTS	5151-77367	02/28/2015	H-14535 WIPER BLADES/TIRE CHA	001-261-630-360		02/28/2015	138.73
OKTIBBEHA COUNTY COOPERATIVE	853311	02/28/2015	H-14534 WHITE MIXING SALT 50#BAG	001-261-555-250		02/28/2015	64.80
RACKLEY OIL INC.	000401066	02/25/2015	H-14511 FUEL CHARGES L1&L2	001-261-525-231		02/25/2015	197.79
QUILL CORPORATION	1318042	02/25/2015	H-14504 OFFICE SUPPLIES	001-261-501-200		02/25/2015	144.51
Outstanding Total:							5,761.21
Department: 261 - FIRE DEPARTMENT Total:							5,761.21
Department: 263 - FIRE TRAINING							
Outstanding							
EDWIN SUGGS	INV0013296	02/25/2015	MSFA 1001 1-11 TRAINING	001-263-600-390		02/25/2015	10.00
EDWIN SUGGS	INV0013296	02/25/2015	MSFA 1001 1-11 TRAINING	001-263-600-390		02/25/2015	112.00
MITCH SLAUTER	INV0013293	02/25/2015	MSFA 1001 1-11 TRAINING (MEALS)	001-263-600-390		02/25/2015	112.00
JOSHUA COX	INV0013294	02/25/2015	MSFA FF 1001 1-11 TRAININ	001-263-600-390		02/25/2015	112.00
JOSHUA COX	INV0013339	02/27/2015	MSFA FF 1001 1&11	001-263-600-390		02/27/2015	112.00
MITCH SLAUTER	INV0013340	02/27/2015	MSFA 1001 1 & 11	001-263-600-390		02/27/2015	112.00
EDWIN SUGGS	INV0013341	02/27/2015	MSFA 1001 1 & 11	001-263-600-390		02/27/2015	117.02
EDWIN SUGGS	INV0013295	02/25/2015	MSFA 1001 1-11 TRAINING	001-263-600-390		02/25/2015	112.00
STATE FIRE ACADEMY	22720	02/25/2015	H#14516 FIRE OFFICER/HAZ MAT TECH	001-263-600-390		02/25/2015	751.00
STATE FIRE ACADEMY	22729	02/25/2015	H#14483 FIRE OFFICER TRAINING	001-263-600-390		02/25/2015	525.00
ROGER MANN	INV0013286	02/25/2015	PER DIEM REIMBURSEMENT	001-263-600-390		02/25/2015	115.00

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
ROGER MANN	INV0013286	02/25/2015	PER DIEM REIMBURSEMENT	001-263-600-390		02/25/2015	54.72
						Outstanding Total:	2,244.74
Paid							
GUEST SERVICES	INV0013207	02/13/2015	6-DAY COURSE MEAL TICKET (MARK MCCURDY)	001-263-600-390		02/13/2015	167.32
						Paid Total:	167.32
Department 264 - FIRE COMMUNICATIONS							2,412.06
Outstanding							
UPS	0000054E5V075	02/28/2015	H-14529 PACKAGE SHIPMENTS	001-264-604-330		02/28/2015	40.68
MSU FACILITIES MANAGEMENT	INV0013303	02/25/2015	#1206 PHYSICAL PLANT UTILITY CHARGE #90926321	001-264-630-404		02/25/2015	10.52
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001 JAN2015 CHARGES BY DEPT	001-264-604-330		02/25/2015	160.04
DELTA/COM	111225790221150	02/28/2015	H-14536 PHONE SYSTEM FEB2015	001-264-604-330		02/28/2015	51.00
UPS	0000054E5V065	02/25/2015	#054E5Y SHIPMENT CHARGE	001-264-604-330		02/25/2015	33.86
						Outstanding Total:	296.10
Department 264 - FIRE STATIONS AND BUILDINGS							296.10
Outstanding							
ASHLEY FURNITURE	25017130	02/27/2015	TWIN FOUNDATION SERVICE CALL	001-267-558-269		02/27/2015	500.00
S&K DOOR AND SPECIALTY COMPANY, INC.	53552	02/25/2015		001-267-558-269		02/25/2015	440.00
ATMOS ENERGY	INV0013289	02/25/2015	FIRE STA#3 FEB2015 GAS CHARGES #3020829684	001-267-625-380		02/25/2015	300.58
FARRELL-CALHOUN CO	000073962	02/25/2015	H-14512 PAINT, PRIMER, TRAY SUPPLIE	001-267-558-269		02/25/2015	92.48
FARRELL-CALHOUN CO	000074002	02/25/2015	H-14514 PAINT SUPPLIES	001-267-558-269		02/25/2015	20.70
LOWE'S	07713	02/25/2015	H-14513 FLOORING & SUPPLIES	001-267-558-269		02/25/2015	610.47
LOWE'S	01644	02/27/2015	COMODES, TILES FOR SHOWER, BASE BOARDS, CROWNS ST3	001-267-558-269		02/27/2015	775.51
LOWE'S	02125	02/27/2015	SHEETROCK AND SUPPLIES FOR ST. 1	001-267-558-269		02/27/2015	24.42
FARRELL-CALHOUN CO	000074100	02/28/2015	H-14523 PAINT SUPPLIES	001-267-558-269		02/28/2015	20.70
BELL BUILDING SUPPLY, INC.	105674	02/28/2015	H-14574 SHEETROCK MUD 5GAL	001-267-558-269		02/28/2015	16.44
OKTIBBEHA COUNTY COOPERATIVE	851852	02/28/2015	H-14416 CHEMICALS FOR YARDS @ FIRESTATIONS	001-267-558-269		02/28/2015	457.55
STARVILLE ELECTRIC	INV0013331	02/27/2015	FEBRUARY 2015 CHARGES	001-267-625-380		02/27/2015	1,285.46

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
LOWE'S	917134	02/28/2015	HH12362 (2/25/13) SUPPLIES	001-267-558-269		02/28/2015	-34.98
Department 267 - FIRE STATIONS AND BUILDINGS Total:							4,509.33
Outstanding Total:							4,509.33
Department 281 - BUILDING/CODES OFFICE							
Outstanding							
PITNEY BOWES INC.	INV0013304	02/25/2015	PURCHASE POWER	001-281-604-330		02/25/2015	38.07
PURCHASE POWER			ACC#8000-9000-1141-9748				
HAMPPTON INN	85205000	02/25/2015	JEFF LYLES #85205000 (1)	001-281-690-553		02/25/2015	109.00
			NIGHT NONTAXED				
JEFF LYLES	INV0013299	02/25/2015	PER DIEM - EDUCATION	001-281-690-553		02/25/2015	63.00
			MACETRAINING-				
			MEALS/MILEAGE				
JEFF LYLES	INV0013299	02/25/2015	PER DIEM - EDUCATION	001-281-690-553		02/25/2015	194.64
			MACETRAINING-				
			MEALS/MILEAGE				
M5 ASSOC OF COOE	INV0013300	02/25/2015	JEFF LYLES REGISTRATION	001-281-690-555		02/25/2015	25.00
ENFORCEMENT							
Outstanding Total:							429.71
Department 290 - CIVIL DEFENSE/WARNING SYSTEM							
Outstanding							
4-COUNTY ELECTRIC POWER	INV0013292	02/25/2015	ELECTRIC BILLS BY DEPT	001-290-625-380		02/25/2015	26.83
ASSOCIATION			FEB2015				
STARKVILLE ELECTRIC	INV0013331	02/27/2015	FEBRUARY 2015 CHARGES	001-290-625-380		02/27/2015	53.55
Outstanding Total:							80.38
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:							
Outstanding Total:							80.38
Department 301 - STREET DEPARTMENT							
Outstanding							
CINTAS	215784324	02/25/2015	STREET	001-301-535-233		02/25/2015	107.59
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001	001-301-604-330		02/25/2015	40.01
			JAN2015 CHARGES BY DEPT				
DELTA COM	110417950221150	02/28/2015	PHONE SYSTEM FEB2015	001-301-604-330		02/28/2015	33.00
			ACC#11041795				
CINTAS	215786089	02/25/2015	STREET	001-301-535-233		02/25/2015	104.53
ATMOS ENERGY	INV0013329	02/27/2015	Street Dept	001-301-625-380		02/27/2015	816.60
Outstanding Total:							1,101.75
Department 301 - STREET DEPARTMENT Total:							
Outstanding Total:							1,101.75
Department 302 - STREET LIGHTING							
STARKVILLE ELECTRIC	INV0013331	02/27/2015	FEBRUARY 2015 CHARGES	001-302-625-380		02/27/2015	23.61
Outstanding Total:							23.61
Department 302 - STREET LIGHTING Total:							
Outstanding Total:							23.61

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Department: 360 - ANIMAL CONTROL</b>							
Outstanding							
RACKLEY OIL INC.	000401504	02/27/2015	FUEL	001-360-525-231		02/27/2015	41.99
RACKLEY OIL INC.	000401845	02/28/2015	M-10079 GAS FUEL CHARGE	001-360-525-231		02/28/2015	39.87
STARKVILLE ELECTRIC	INV0013331	02/27/2015	FEBRUARY 2015 CHARGES	001-360-625-380		02/27/2015	1,295.01
Outstanding Total:							1,376.87
<b>Department 360 - ANIMAL CONTROL Total:</b>							
							1,376.87
<b>Department: 600 - CAPITAL PROJECTS</b>							
Outstanding							
STARKVILLE ELECTRIC	29856	02/27/2015	Street Lights	001-600-721-813		02/27/2015	4,374.00
SPRINGER ENGINEERING, IN	12363	02/27/2015	CARVER DRIVE	001-600-912-822		02/27/2015	4,395.00
JCV CONSTRUCTION	INV0013355	02/28/2015	PROJECT#14137 LAFAYETTE ST & ALLEY	001-600-912-808		02/28/2015	10,050.00
Outstanding Total:							18,819.00
<b>Department 600 - CAPITAL PROJECTS Total:</b>							
							18,819.00
<b>Department: 605 - BROWNFIELD GRANT</b>							
Outstanding							
PM ENVIRONMENTAL, INC	70745	02/27/2015	BROWNFIELDS GRANT	001-605-600-300		02/27/2015	17,386.36
Outstanding Total:							17,386.36
<b>Department 605 - BROWNFIELD GRANT Total:</b>							
							17,386.36
<b>Fund 001 - GENERAL FUND Total:</b>							
							267,382.91
<b>Fund: 002 - RESTRICTED POLICE FUND</b>							
Department: 251 - DRUG EDUCATION FUND							
Outstanding							
FLEET SAFETY EQUIPMENT, INC	142387	02/27/2015	M-9802 SUPPLIES	002-251-740-570		02/27/2015	1,632.00
DECATUR ELECTRONICS, INC	IND0011435	02/27/2015	M-100068 RADAR FOR DARE CAR	002-251-740-570		02/27/2015	2,210.00
BUTCH OUSTALET, INC.	INV0013350	02/27/2015	FORD POLICE DARE CAR CONTRACT#820001422	002-251-918-805		02/27/2015	25,611.00
Outstanding Total:							29,453.00
<b>Department 251 - DRUG EDUCATION FUND Total:</b>							
							29,453.00
<b>Fund 002 - RESTRICTED POLICE FUND Total:</b>							
							29,453.00
<b>Fund: 015 - AIRPORT FUND</b>							
Department: 505 - AIRPORT							
Outstanding							
ECS - ELECTRICAL & CONSTR. SPEC.	4851	02/27/2015	J-1402 RED LENSES/FIREANT KILLER/ GASKET SUPPLIES	015-505-630-400		02/27/2015	281.12
POTTS METAL BUILDINGS	INV0013353	02/28/2015	J-1397 INSTALL/ REPAIR WALKDOOR CLOSURE	015-505-630-400		02/28/2015	1,255.00

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
JOHN DAVID WYNNNE, JR	39	02/27/2015	J-1406 MOWER MAINT SERVICES	015-505-600-338		02/27/2015	48.00
STARKVILLE ELECTRIC	INV0013331	02/27/2015	FEBRUARY 2015 CHARGES	015-505-625-380		02/27/2015	1,017.59
Outstanding Total:							2,601.71
Department 505 - AIRPORT Total:							2,601.71
Fund 015 - AIRPORT FUND Total:							2,601.71
Fund: 016 - RESTRICTED AIRPORT							
Department: 000 - UNDESIGNATED							
Outstanding							
CLEARWATER INC., ENVIRONMENTAL ENGI	1151501	02/28/2015	MDOT MULTI-MODAL GRANT MM-0068-0615	016-000-250-659		02/28/2015	9,875.00
Outstanding Total:							9,875.00
Department 000 - UNDESIGNATED Total:							9,875.00
Fund 016 - RESTRICTED AIRPORT Total:							9,875.00
Fund: 022 - SANITATION							
Department: 322 - SANITATION DEPARTMENT							
Outstanding							
H&O TRUCKS & TRAILER REPAIR L.L.C.	51915	02/27/2015	SANITATION DEPT.	022-322-630-400		02/27/2015	312.61
H&O TRUCKS & TRAILER REPAIR L.L.C.	51929	02/27/2015	SANITATION DEPT.	022-322-630-400		02/27/2015	267.69
H&O TRUCKS & TRAILER REPAIR L.L.C.	52027	02/27/2015	SANITATION DEPT/	022-322-630-400		02/27/2015	753.88
GATEWAY TIRE & SERVICE CENTER	1102624253	02/27/2015	B#4197 TRUCK#41 REPLACED TWO TIRES	022-322-630-400		02/27/2015	664.50
GATEWAY TIRE & SERVICE CENTER	1102624513	02/27/2015	B#4197 TRUCK#98 REPAIR FLAT	022-322-630-400		02/27/2015	26.50
GATEWAY TIRE & SERVICE CENTER	1102626692	02/27/2015	B#4197 TRUCK#98 TIRES/REPAIR	022-322-630-400		02/27/2015	332.25
PITNEY BOWES INC. PURCHASE POWER	INV0013304	02/25/2015	PURCHASE POWER ACC#8000-9000-1141-9748	022-322-604-330		02/25/2015	38.08
CINTAS	215789328	02/25/2015	SANITATION	022-322-535-233		02/25/2015	236.34
BELL BUILDING SUPPLY, INC.	105563	02/27/2015	B#4201 REPLACE GARBAGE CAN / GLOVES	022-322-535-233		02/27/2015	20.79
BELL BUILDING SUPPLY, INC.	105563	02/27/2015	B#4201 REPLACE GARBAGE CAN / GLOVES	022-322-535-250		02/27/2015	30.65
STARKVILLE ELECTRIC	INV0013342	02/27/2015	SANITATION DEPT	022-322-600-333		02/27/2015	5,109.45
RACKLEY OIL INC.	000401892	02/27/2015	FUEL	022-322-525-231		02/27/2015	113.83
RACKLEY OIL INC.	000401898	02/27/2015	FUEL	022-322-525-231		02/27/2015	123.83
CINTAS	215786093	02/25/2015	SANITATION	022-322-535-233		02/25/2015	197.10

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
PETTY CASH VOUCHERS	INV0013324	02/27/2015	SANITATION DEPT REPLACED GARBAGE	022-322-555-250		02/27/2015	32.07
Outstanding Total:							8,259.57

Department: 341 - LANDSCAPING

Outstanding

CINTAS	215784328	02/25/2015	SANITATION	022-341-535-233		02/25/2015	53.66
CINTAS	215786093	02/25/2015	SANITATION	022-341-535-233		02/25/2015	53.66
STARBUCKVILLE AUTO PARTS	5151-76709	02/27/2015	L-1131 AUTO BATTERY	022-341-555-250		02/27/2015	142.99
Outstanding Total:							250.31

Department 341 - LANDSCAPING Total:

250.31

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - SANITARY LANDFILL

Outstanding

CINTAS	215784327	02/25/2015	LANDFILL	023-323-535-233		02/25/2015	35.00
A-COUNTY ELECTRIC POWER ASSOCIATION	INV0013292	02/25/2015	ELECTRIC BILLS BY DEPT FEB2015	023-323-625-380		02/25/2015	193.00
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001	023-323-604-330		02/25/2015	80.02
CINTAS	215786092	02/25/2015	JAN2015 CHARGES BY DEPT LANDFILL	023-323-535-233		02/25/2015	35.00
Outstanding Total:							343.02

Paid

CABOT LODGE	18126	02/20/2015	(2)NIGHTS NONTAXED - EMMA GANDY #181262-	023-323-610-350		02/20/2015	166.00
CABOT LODGE	181263	02/20/2015	(2)NIGHTS NONTAXED - CAP RILEY #181263-	023-323-610-350		02/20/2015	166.00
CABOT LODGE	181264	02/20/2015	(2)NIGHTS NONTAXED - THALMUS MORGAN #18126	023-323-610-350		02/20/2015	166.00
CAP RILEY	INV0013278	02/20/2015	PER DIEM MEALS (LANDFILL CERT TRAINING)	023-323-610-350		02/20/2015	83.00
THALMUS MORGAN	INV0013279	02/20/2015	PER DIEM MEALS (LANDFILL CERT TRAINING)	023-323-610-350		02/20/2015	83.00
EMMA GANDY	INV0013280	02/20/2015	PER DEIM MEALS (LANDFILL CERT TRAINING)	023-323-610-350		02/20/2015	83.00
EMMA GANDY	INV0013280	02/20/2015	PER DEIM MEALS (LANDFILL CERT TRAINING)	023-323-610-350		02/20/2015	143.92
Paid Total:							890.92

Department 323 - SANITARY LANDFILL Total:

1,233.94

Fund 023 - LANDFILL ACCOUNT Total:

1,233.94

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 311 - PARKING MILL PROJECT							
Department: 656 - PARKING MILL PROJECT							
Outstanding							
MALOUF CONSTRUCTION CORP	INV0013314	02/27/2015	STARVILLE PARKING GARAGE	311-656-912-850		02/27/2015	207,702.90
Outstanding Total:							207,702.90
Paid							
MITCHELL, MCNUITT, & SAM, P.A.	287508	02/13/2015	COTTON MILLS/CASTLEBURY DEV	311-656-600-333		02/13/2015	364.05
MITCHELL, MCNUITT, & SAM, P.A.	287508	02/13/2015	COTTON MILLS/CASTLEBURY DEV	311-656-600-333		02/13/2015	73.20
Paid Total:							437.25
Department 656 - PARKING MILL PROJECT Total:							208,140.15
Fund 311 - PARKING MILL PROJECT Total:							208,140.15
Fund: 375 - PARK AND RECREATION							
Department: 551 - PARK & RECREATION							
Outstanding							
CANNON FINANCIAL SERVICES, INC	14638216	02/27/2015	PARK AND REC	375-551-907-942		02/27/2015	382.00
GATEWAY TIRE & SERVICE CENTER	1102623926	02/27/2015	SUPPLIES	375-551-907-942		02/27/2015	36.95
NEWELL PAPER COMPANY	738002	02/27/2015	SUPPLIES	375-551-907-942		02/27/2015	261.84
EAST MISSISSIPPI LUMBER CO	90335/1	02/27/2015	SUPPLIES	375-551-907-942		02/27/2015	135.16
R&M TIRES	1100173	02/28/2015	N-11938 OIL CHANGE	375-551-907-942		02/28/2015	65.43
STAN MCMINN	604335	02/27/2015	REPAIR WATER LINE	375-551-907-942		02/27/2015	1,770.00
CINTAS FIRST AID & SAFETY	5002399333	02/27/2015	FIRST AID SUPPLIES	375-551-907-942		02/27/2015	170.85
WAL MART- PARK AND REC ACCOUNT	019906	02/27/2015	SUPPLIES	375-551-907-942		02/27/2015	66.66
BOARDTOWN TRADING POS	21915P	02/27/2015	PLAQUES	375-551-907-942		02/27/2015	121.00
MID SOUTH SIGNS INC	70314	02/27/2015	FURNISH LETTER L AND INSTALL	375-551-907-942		02/27/2015	438.99
HILL MANUFACTURING COMPANY, INC.	841716-78	02/27/2015	SUPPLIES	375-551-907-942		02/27/2015	137.11
GATEWAY TIRE & SERVICE CENTER	1102623664	02/27/2015	SUPPLIES	375-551-907-942		02/27/2015	15.00
POWER CLEAN JANITORIAL SERVICES	1005	02/27/2015	JANITORIAL-FEBRUARY 2015	375-551-907-942		02/27/2015	1,585.00
WAUKAWAY DISTRIBUTORS, INC	16505	02/27/2015	WATER	375-551-907-942		02/27/2015	31.50
STARVILLE AUTO PARTS	5151-46439	02/27/2015	REF #62554	375-551-907-942		02/27/2015	9.18
STARVILLE AUTO PARTS	5151-76794	02/27/2015	REF#109353	375-551-907-942		02/27/2015	-275.05
NEWELL PAPER COMPANY	737479	02/27/2015	SUPPLIES	375-551-907-942		02/27/2015	361.87
LOWE'S	01808	02/27/2015	SUPPLIES	375-551-907-942		02/27/2015	208.05

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
LOWE'S	02325	02/27/2015	SUPPLIES	375-551-907-942		02/27/2015	52.38
PIONEER MANUFACTURING CO.	INVS43495	02/27/2015	SUPPLIES	375-551-907-942		02/27/2015	2,125.00
STARKVILLE AUTO PARTS	5151-59723	02/27/2015	REF #81284	375-551-907-942		02/27/2015	368.82
Outstanding Total:							8,067.74

Department 551 - PARK & REC TOURISM Total: 8,067.74

Fund 375 - PARK AND REC TOURISM Total: 8,067.74

Fund: 400 - WATER & SEWER DEPARTMENTS

Department: 000 - UNDESIGNATED

Outstanding							
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
COBURN SUPPLY COMPANY	647556927	02/27/2015	D#0223 SUPPLIES	400-000-070-250		02/27/2015	509.60
COBURN SUPPLY COMPANY	647427017	02/27/2015	D#0124 SUPPLIES	400-000-070-250		02/27/2015	3,200.85
COBURN SUPPLY COMPANY	647529510	02/27/2015	D#0206 SUPPLIES	400-000-070-250		02/27/2015	1,146.00
DIXIE WHOLESAL	441552	02/28/2015	D-0352 SUPPLIES	400-000-070-250		02/28/2015	1,641.68
WATERWORKS							
CENTRAL PIPE SUPPLY, INC.	5100007094.001	02/28/2015	D-0343 SUPPLIES	400-000-070-250		02/28/2015	3,205.24
COBURN SUPPLY COMPANY	647668962	02/28/2015	D-0353 SUPPLIES	400-000-070-250		02/28/2015	2,768.92
CENTRAL PIPE SUPPLY, INC.	5100006361.001	02/28/2015	D-0321 SUPPLIES	400-000-070-250		02/28/2015	105.00
DIXIE WHOLESAL	441169	02/28/2015	D-0327 SUPPLIES	400-000-070-250		02/28/2015	1,422.18
WATERWORKS							
CENTRAL PIPE SUPPLY, INC.	510000679.001	02/28/2015	D-0330 SUPPLIES	400-000-070-250		02/28/2015	1,566.00
CENTRAL PIPE SUPPLY, INC.	5100005017.001	02/28/2015	D-0343 SUPPLIES	400-000-070-250		02/28/2015	1,011.20
Outstanding Total:							16,576.67
Paid							
G & C SUPPLY CO., INC	6565517.	02/18/2015	D#0281 STEEL SUPPLIES w/FRT	400-000-070-250		02/18/2015	772.17
Paid Total:							772.17
Department 000 - UNDESIGNATED Total:							17,348.84

Department: 721 - NEW CONSTRUCTION REHAB

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
ICM	ME601541MR	02/27/2015	F#6478 REEL BRAKE / FRT	400-721-630-400		02/27/2015	1,843.00
CINTAS	215784321	02/25/2015	REHAB	400-721-535-233		02/25/2015	23.23
CINTAS	215786086	02/25/2015	REHAB	400-721-535-233		02/25/2015	23.23
COBURN SUPPLY COMPANY	647173796	02/27/2015	F#6370 SUPPLIES	400-721-630-566		02/27/2015	1,458.00
MMC MATERIALS, INC	336151	02/27/2015	F#6384 3000PSI 20%	400-721-630-566		02/27/2015	1,010.50
COBURN SUPPLY COMPANY	647255688	02/27/2015	F#6398 SUPPLIES	400-721-630-566		02/27/2015	766.32
Outstanding Total:							5,124.28

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 723 - WATER DEPARTMENT							
Outstanding							
STARBUCKS	64076	02/27/2015	D-0289 PARTS & REPAIRS TO TRUCK	400-723-630-400		02/27/2015	426.90
MERCURY, IN	1102606323	02/27/2015	D-0299 TRAILER #001 TRAIL RADIAL	400-723-630-400		02/27/2015	116.62
GATEWAY TIRE & SERVICE CENTER	MSSTA55148	02/27/2015	D#0298 VENDING SUPPLIES	400-723-555-250		02/27/2015	292.73
FASTENAL COMPANY	MSSTA55185	02/27/2015	D-0302 ALX BTRY / GLOVES	400-723-555-250		02/27/2015	252.23
MMC MATERIALS, INC.	358237	02/27/2015	D-0301 3000 PSI /SMALL LOAD	400-723-587-279		02/27/2015	167.50
NESSCO ELECTRICAL DISTRIBUTORS	51994269.001	02/27/2015	D-0306 EXHAUST FAN FOR THE BATHROOM	400-723-630-360		02/27/2015	77.72
PAUL'S WELDING	5516	02/27/2015	D-0308 LABOR & PARTS TO MAKE WRENCHES	400-723-585-277		02/27/2015	115.00
FASTENAL COMPANY	MSSTA55265	02/27/2015	D-0309 SUPPLIES	400-723-555-250		02/27/2015	28.97
BELL BUILDING SUPPLY, INC.	INV0013327	02/27/2015	#529620 SUPPLIES	400-723-555-250		02/27/2015	45.64
NEWELL PAPER COMPANY	733507	02/27/2015	D#0135 CLEANING / JANITORIAL SUPPLIES	400-723-585-277		02/27/2015	285.89
MINC MATERIALS, INC.	352086	02/27/2015	D-0166 3000PSI /SMALL LDA	400-723-587-279		02/27/2015	191.00
CANON FINANCIAL SERVICES, INC	14638214	02/25/2015	UCOVO FEB2015 RENT #5-600-21181-12	400-723-604-330		02/25/2015	35.00
OKTIBBEHA COUNTY COOPERATIVE	848112	02/28/2015	D-0345 CHEST WADER	400-723-535-233		02/28/2015	186.75
ATMOS ENERGY	INV0013287	02/25/2015	WATER DEPT FEB2015 GAS CHARGES	400-723-625-380		02/25/2015	111.07
FASTENAL COMPANY	MSSTA55486	02/28/2015	D-0347 SUPPLIES	400-723-555-250		02/28/2015	46.08
COLUMBUS RUBBER & GASKET CO., INC	492143-001	02/28/2015	D-0346 HOSE ASSY	400-723-585-277		02/28/2015	101.44
TRADE AMERICA INC.	19294	02/28/2015	D-0292 JANITORIAL SUPPLIE	400-723-585-277		02/28/2015	252.62
TRADE AMERICA INC.	19345	02/28/2015	D-0339 JANITORIAL SUPPLIE	400-723-585-277		02/28/2015	151.40
TRADE AMERICA INC.	19346	02/28/2015	D-0338 OFFICE SUPPLIES	400-723-585-277		02/28/2015	50.35
OKTIBBEHA COUNTY COOPERATIVE	849590	02/28/2015	D-0355 BULK TOP SOIL	400-723-585-277		02/28/2015	72.00
FASTENAL COMPANY	MSSTA55595	02/28/2015	D-0356 VENDING SUPPLIES/USAGE	400-723-555-250		02/28/2015	475.20
NUNLEY TRUCKING CO., INC.	17979	02/27/2015	3 LOADS OF CR	400-723-587-279		02/27/2015	2,001.11
APAC-MISSISSIPPI, INC	4000052690	02/28/2015	D-0344 1/2"SC-1 ASPHALT	400-723-587-279		02/28/2015	440.27
PIITNEY BOWES INC-	INV0013304	02/25/2015	PURCHASE POWER	400-723-604-330		02/25/2015	38.07
PURCHASE POWER			ACC#8000-9000-1141-9748				
TRADE AMERICA INC.	19372	02/28/2015	D-0359 MAG CART INK	400-723-585-277		02/28/2015	81.18

Paid Total: 45.80  
 Department 721 - NEW CONSTRUCTION REHAB Total: 5,170.08

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CINTAS	215784325	02/25/2015	WATER	400-723-535-233		02/25/2015	144.92
IVY AUTO PARTS, LLC.	489781	02/28/2015	D-0357 EXT LIFE/ ANTIFREEZE	400-723-630-400		02/28/2015	46.04
IVY AUTO PARTS, LLC	489793	02/28/2015	D-0357 ANTIFREEZE	400-723-630-400		02/28/2015	8.99
FASTENAL COMPANY	MSSTAS5642	02/28/2015	D-0358 LIME VEST	400-723-535-233		02/28/2015	224.85
CINTAS FIRST AID & SAFETY	5002599326	02/28/2015	D-0362 SERVICE CHARGE/ MEOS FOR CABINET	400-723-585-277		02/28/2015	108.43
FASTENAL COMPANY	MSSTAS5672	02/28/2015	D-0363 DE-ICER	400-723-555-250		02/28/2015	30.51
STARVVILLE ELECTRIC	INV0013328	02/27/2015	Water Dept.	400-723-600-316		02/27/2015	9,361.00
STARVVILLE ELECTRIC	INV0013328	02/27/2015	Water Dept	400-723-600-334		02/27/2015	16,036.22
IVY AUTO PARTS, LLC.	488428	02/28/2015	D-0311 PROHANEVYL TP- 10SUPPLIES	400-723-630-400		02/28/2015	42.98
STARVVILLE AUTO PARTS	5151-76638	02/28/2015	D-0313 GEAR WRENCH	400-723-585-277		02/28/2015	36.91
STARVVILLE AUTO PARTS	5151-76644	02/28/2015	D-0315 WASHER FLUID & ANTIFREEZE	400-723-630-400		02/28/2015	29.88
OKTIBBEHA COUNTY COOPERATIVE	845654	02/28/2015	D-0316 STEELTOE BOOTS	400-723-535-233		02/28/2015	108.44
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001	400-723-604-330		02/25/2015	160.06
GATEWAY TIRE & SERVICE CENTER	1102612905	02/28/2015	JAN2015 CHARGES BY DEPT D-0314 REPAIR FLAT ON TRAILER#2	400-723-630-400		02/28/2015	58.31
PETTY CASH VOUCHERS	INV0013283	02/25/2015	FILING EASEMENT	400-723-691-550		02/25/2015	12.00
CINTAS	215786090	02/25/2015	AUTO	400-723-535-233		02/25/2015	39.29
CINTAS	215786091	02/25/2015	WATER	400-723-535-233		02/25/2015	135.74
TERRY STONHAM	897511	02/28/2015	NEAR HAMPTON INN	400-723-630-400		02/28/2015	815.00
BELL BUILDING SUPPLY, INC.	CM0000306	02/27/2015	#529620 OVERPAYMENT	400-723-555-250		02/27/2015	-34.14
MIMC MATERIALS, INC.	CM0000307	02/27/2015	#67018 REF	400-723-587-279		02/27/2015	-101.50
MISS RURAL WATER ASSOCIATION	INV0013322	02/27/2015	RONNIE BETTS REGISTRATIO	400-723-690-555		02/27/2015	100.00
BELL BUILDING SUPPLY, INC.	103922	02/28/2015	D-0319 631RND CHAIN	400-723-555-250		02/28/2015	18.90
SULLIVAN'S OFFICE SUPPLY, INC.	174943	02/28/2015	D-0312 INK CART	400-723-555-250		02/28/2015	68.00
IVY AUTO PARTS, LLC.	488515	02/28/2015	D-0317 BLOWER MOTOR	400-723-630-400		02/28/2015	37.99
STARVVILLE AUTO PARTS	5151-76666	02/28/2015	D-0318 MINILAMP SCRDRIVE	400-723-630-400		02/28/2015	19.61
STARVVILLE AUTO PARTS	5151-76669	02/28/2015	D-0318 BLACK RUBBER SEALANT	400-723-630-400		02/28/2015	3.19
PAUL'S WELDING	5518	02/28/2015	D-0320 PARTS/LABOR F&B WATER VALVE HANDLES	400-723-630-400		02/28/2015	120.00
NUNLEY TRUCKING CO., INC.	17971	02/28/2015	D-0322 5 LOADS FILL SAND	400-723-587-279		02/28/2015	3,290.92
NUNLEY TRUCKING CO, INC.	17972	02/28/2015	D-0323 5 LOADS 610 CRUSHER RUN	400-723-587-279		02/28/2015	3,345.11
RACKLEY OIL INC.	000400987	02/28/2015	D-0329 15W40 DELO	400-723-630-400		02/28/2015	86.10
THE WELDING WORKS LLC	1513	02/28/2015	D-0304 TRACK HOE TRAILER W/CUSTOM BOXES	400-723-918-805		02/28/2015	3,800.00
THE WELDING WORKS LLC	1515	02/28/2015	D-0341 DRILL OUT LOCK ON METER VAULT @LINKS	400-723-691-550		02/28/2015	100.00

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TRADE AMERICA INC.	19317	02/28/2015	D-0328 BLACK INK CART	400-723-585-277		02/28/2015	98.99
RACKLEY OIL INC.	000401296	02/28/2015	D-0350 REPAIR NOZZLE	400-723-630-400		02/28/2015	35.00
UNITED RENTALS (NORTH AMERICA), INC.	126082846-001	02/28/2015	D-0333 BLADE	400-723-585-277		02/28/2015	89.79
OKTIBBEHA COUNTY COOPERATIVE	846879	02/28/2015	D-0334 SPOTLIGHT / TOOL BOX KEY	400-723-585-277		02/28/2015	348.00
FASTENAL COMPANY	MSSTA5439	02/28/2015	D-0335 VENDING SUPPLIES/USAGE	400-723-555-250		02/28/2015	236.43
APAC-MISSISSIPPI, INC	4000052564	02/28/2015	D-0324 1/2"SC-1 ASPHALT	400-723-587-279		02/28/2015	436.59
APAC-MISSISSIPPI, INC	4000052593	02/28/2015	D-0332 1/2"SC-1 ASPHALT	400-723-587-279		02/28/2015	426.30
ATMOS ENERGY	INV0013290	02/25/2015	WATER DEPT FEB2015 GAS CHARGES #3020752702	400-723-625-380		02/25/2015	587.63
FASTENAL COMPANY	MSSTA55408	02/28/2015	D-0331 OMMND BLADE	400-723-555-250		02/28/2015	828.82
CONSOLIDATED PIPE AND SUPPLY	0445665-000-000	02/27/2015	D-12868 3-WAY 5"6" FIRE HY	400-723-580-275		02/27/2015	3,390.00
Outstanding Total:							50,774.04

Department 723 - WATER DEPARTMENT Total: 50,774.04

Department: 726 - WASTEWATER TREATMENT PLANT							
Outstanding							
CINTAS	215784323	02/25/2015	WASTE WATER	400-726-535-233		02/25/2015	6.64
VERIZON WIRELESS	9739893078	02/25/2015	acc#523561109-00001 JAN2015 CHARGES BY DEPT PHONE SYSTEM FEB2015	400-726-604-330		02/25/2015	40.01
DELTA.COM	110417950221150	02/28/2015	AC#11041795 WASTE WATER	400-726-535-233		02/28/2015	61.00
CINTAS	2157866088	02/25/2015	DOUG DEVUIN	400-726-690-555		02/25/2015	6.64
MS DEPT OF ENVIRONMENTAL QUALITY	INV0013323	02/27/2015	WASTEWATER RENEWAL LIC	400-726-625-380		02/27/2015	45.00
STARBUCKVILLE ELECTRIC	INV0013331	02/27/2015	FEBRUARY 2015 CHARGES	400-726-604-330		02/27/2015	121.60
DELTA.COM	INV0013291	02/25/2015	FEB2015 PHONE CHARGES #12162335 (PUBLIC SERVICE	400-726-604-330		02/25/2015	49.04
Outstanding Total:							329.93

Department 726 - WASTEWATER TREATMENT PLANT Total: 329.93

Department: 740 - DRINKING WATER TREATMENT							
Outstanding							
LUCIKTT PUMP & WELL SERVICE, INC.3	15131	02/27/2015	E-1239 REGULATOR DM KIT /FRT	400-740-586-278		02/27/2015	367.60
HILL MANUFACTURING COMPANY, INC.	827565	02/28/2015	D-0026 HILCO LUBE	400-740-630-400		02/28/2015	106.52
NESSCO ELECTRICAL DISTRIBUTORS	51973367.00	02/27/2015	E-1221 GENERATOR DISCONNECT	400-740-630-400		02/27/2015	1,485.10
CHLORINATION & CONTROLS, INC	7733	02/27/2015	E-1225 HYDRO REG. METER, ELECTOR	400-740-586-278		02/27/2015	2,570.00
STARBUCKVILLE ELECTRIC	INV0013331	02/27/2015	FEBRUARY 2015 CHARGES	400-740-625-380		02/27/2015	1,334.75
SHUPE & ASSOCIATES,INC.	78337	02/27/2015	PROMINENT PM KITS	400-740-586-278		02/27/2015	594.74

Expense Approval Report

Post Dates: 2/13/2015 - 3/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
RACKLEY OIL INC.	000401183	02/27/2015	FUEL	400-740-525-231		02/27/2015	1,088.45
USA BLUEBOOK	392226	02/28/2015	CUST#349081 PART C 3" HOSE SHANK / FRT	400-740-586-278		02/28/2015	104.36
Outstanding Total:							7,991.52

Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS

Outstanding

TERRY STIDHAM	No.1	02/25/2015	INDUSTRIAL PARK SEWER REPLACEMENT	400-747-911-862		02/25/2015	98,532.58
4-D CONSTRUCTION, INC	INV0013315	02/27/2015	SEWER EXPANSION	400-747-911-860		02/27/2015	57,473.92
Outstanding Total:							156,006.50

Department 747 - MDA CAP LOAN SEWER IMPROVEMENTS Total:

Fund 400 - WATER & SEWER DEPARTMENTS Total: 237,620.91

Fund: 610 - TRUST & AGENCY

Department: 000 - UNDESIGNATED

Outstanding

STARKVILLE CONVENTIONS/VISITORS BU	INV0013282	02/25/2015	HOTEL/MOTEL 2% TAX	610-000-147-656		02/25/2015	15,662.38
Outstanding Total:							15,662.38

Department 000 - UNDESIGNATED Total: 15,662.38

Fund 610 - TRUST & AGENCY Total: 15,662.38

Fund: 630 - ECONOMIC DEV, TOURISM & CONV

Department: 000 - UNDESIGNATED

Outstanding

STARKVILLE CONVENTIONS/VISITORS BU	INV0013281	02/25/2015	2%FOOD & BEV TAX 15%	630-000-147-664		02/25/2015	20,906.61
MISSISSIPPI STATE UNIVERSITY	INV0013284	02/25/2015	2% FOOD & BEV TAX 20%	630-000-147-657		02/25/2015	27,875.46
OKTIBBEHA COUNTY ECONOMIC DEVELOPME	INV0013285	02/25/2015	2% FOOD & BEV TAX 15%	630-000-148-655		02/25/2015	20,906.61
Outstanding Total:							69,688.68

Department 000 - UNDESIGNATED Total: 69,688.68

Fund 630 - ECONOMIC DEV, TOURISM & CONV Total: 69,688.68

Grand Total: 858,236.30

**Fund Summary**

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	267,382.91	20,773.06
002 - RESTRICTED POLICE FUND	29,453.00	0.00
015 - AIRPORT FUND	2,601.71	0.00
016 - RESTRICTED AIRPORT	9,875.00	0.00
022 - SANITATION	8,509.88	0.00
023 - LANDFILL ACCOUNT	1,233.94	890.92
311 - PARKING MILL PROJECT	208,140.15	437.25
375 - PARK AND REC TOURISM	8,067.74	0.00
400 - WATER & SEWER DEPARTMENTS	237,620.91	817.97
610 - TRUST & AGENCY	15,662.38	0.00
630 - ECONOMIC DEV, TOURISM & CONV	69,688.68	0.00
<b>Grand Total:</b>	<b>858,236.30</b>	<b>22,919.20</b>

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	38.08	0.00
001-000-054-208	DUE FROM PARKS & REC	29.53	-43.01
001-000-070-251	FUEL INVENTORY	15,784.88	0.00
001-000-149-691	MUNICIPAL COURT BON	4,026.25	4,026.25
001-000-160-698	DONATION POLICE	400.00	0.00
001-000-330-135	COURT CLERK SETTLEME	820.00	620.00
001-000-334-126	POLICE FORFEITED FUN	1,033.80	0.00
001-100-604-330	COMMUNICATIONS	280.07	0.00
001-110-604-330	COMMUNICATIONS	226.04	0.00
001-120-501-200	SUPPLIES	40.79	0.00
001-120-503-202	COMMITTEE SUPPORT	37.56	0.00
001-120-600-300	PROFESSIONAL SERVICE	23,382.51	0.00
001-120-604-330	COMMUNICATIONS	269.17	0.00
001-123-604-330	COMMUNICATIONS	388.29	0.00
001-123-918-805	MACHINERY AND EQUIP	69,953.97	0.00
001-145-604-330	COMMUNICATIONS	124.08	0.00
001-145-630-400	EQUIPMENT REPAIR &	467.95	0.00
001-145-670-376	COURT CONSTITUENTS F	125.00	0.00
001-145-670-377	MOTOR VEHICLE LIABILI	3,739.75	0.00
001-145-670-378	APPEARANCE BOND FEE	838.00	0.00
001-145-670-382	TRAFFIC VIOLATIONS (T	16,311.75	0.00
001-145-670-385	IMPLIED CONSENT (TRU	3,465.40	0.00
001-145-670-386	WIRELESS COMM/DPS (	2,744.00	0.00
001-145-670-387	OTHER MISDEMEANORS	5,986.40	0.00
001-145-670-389	ADULT DRIVERS TRAININ	40.00	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-145-670-391	TRAUMA TRAFFIC/TRUS	688.00	0.00
001-145-670-393	VICTIMS BOND FEE (TRU	327.75	0.00
001-145-670-395	DRUG VIOLATION/TRUS	152.75	0.00
001-145-690-556	OTHER DUES	150.00	0.00
001-169-600-309	LEGAL EXPENSES	1,200.00	0.00
001-180-604-330	COMMUNICATIONS	119.08	0.00
001-190-525-231	GAS & OIL	40.39	0.00
001-190-600-300	PROFESSIONAL SERVICE	105.00	0.00
001-190-604-330	COMMUNICATIONS	38.08	0.00
001-190-630-401	OFFICE EQUIP MAINT	35.00	0.00
001-190-691-550	MISCELLANEOUS	46.25	0.00
001-192-535-233	UNIFORMS	62.22	0.00
001-192-625-380	UTILITIES	225.05	0.00
001-192-630-403	REPAIRS TO BUILDING	255.87	0.00
001-195-951-965	TRANSFERS TO DAY CARE	16,002.50	16,002.50
001-197-501-200	SUPPLIES	36.00	0.00
001-197-525-231	GAS & OIL	41.95	0.00
001-197-604-330	COMMUNICATIONS	119.08	0.00
001-197-610-350	TRAVEL	407.20	0.00
001-201-501-200	SUPPLIES	611.87	0.00
001-201-525-231	GAS & OIL	4,003.03	0.00
001-201-535-233	UNIFORMS	3,443.87	0.00
001-201-556-251	POLICE SUPPLIES	2,627.37	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,673.48	0.00
001-201-604-330	COMMUNICATIONS	309.32	0.00
001-201-630-360	SHOP REPAIRS & MAINT	2,472.53	0.00
001-201-630-426	BUILDING MAINTENANC	186.09	0.00
001-201-635-369	COPIER RENTAL	718.54	0.00
001-201-690-555	DUES	290.00	0.00
001-201-730-543	JAG Equipment Purchas	26,708.00	0.00
001-201-918-805	MACHINERY AND EQUIP	723.16	0.00
001-250-600-300	PROFESSIONAL SERVICE	102.14	0.00
001-254-691-550	MISCELLANEOUS	711.71	0.00
001-261-501-200	SUPPLIES	144.51	0.00
001-261-502-201	REFERENCE PUBUCATIO	21.00	0.00
001-261-525-231	GAS & OIL	537.79	0.00
001-261-555-250	SUPPLIES & SMALL TOO	163.64	0.00
001-261-630-360	SHOP REPAIRS & MAINT	4,894.27	0.00
001-263-600-390	FIRE TRAINING	2,412.06	167.32
001-264-604-330	COMMUNICATIONS	285.58	0.00
001-264-630-404	RADIO MAINTENANCE /	10.52	0.00
001-267-558-269	BUILDING MAINTENANC	2,923.29	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-267-625-380	UTILITIES	1,586.04	0.00
001-281-604-330	COMMUNICATIONS	38.07	0.00
001-281-690-553	TRAINING	366.64	0.00
001-281-690-555	DUES	25.00	0.00
001-290-625-380	UTILITIES	80.38	0.00
001-301-535-233	UNIFORMS	212.12	0.00
001-301-604-330	COMMUNICATIONS	73.01	0.00
001-301-625-380	UTILITIES	816.60	0.00
001-302-625-380	UTILITIES	23.61	0.00
001-360-525-231	GAS & OIL	81.86	0.00
001-360-625-380	UTILITIES	1,295.01	0.00
001-600-721-813	TRAFFIC LIGHT MAINTN	4,374.00	0.00
001-600-912-808	STREET IMPROVEMENTS	10,050.00	0.00
001-600-912-822	CARVER DRIVE	4,395.00	0.00
001-605-600-300	PROFESSIONAL SERVICE	17,386.36	0.00
002-251-740-570	NEW VEHICLE	3,842.00	0.00
002-251-918-805	MACHINERY AND EQUIP	25,611.00	0.00
015-505-600-338	CONTRACT SERVICES	48.00	0.00
015-505-625-380	UTILITIES	1,017.59	0.00
015-505-630-400	EQUIPMENT REPAIR &	1,536.12	0.00
016-000-250-669	MIDOT GRANT	9,875.00	0.00
022-322-525-231	GAS & OIL	237.66	0.00
022-322-535-233	UNIFORMS	454.23	0.00
022-322-555-250	SUPPLIES & SMALL TOO	62.72	0.00
022-322-600-333	ADMINISTRATIVE SERVI	5,109.45	0.00
022-322-604-330	COMMUNICATIONS	38.08	0.00
022-322-630-400	EQUIPMENT REPAIR &	2,357.43	0.00
022-341-535-233	UNIFORMS	107.32	0.00
022-341-555-250	SUPPLIES & SMALL TOO	142.99	0.00
023-323-535-233	UNIFORMS	70.00	0.00
023-323-604-330	COMMUNICATIONS	80.02	0.00
023-323-610-350	TRAVEL	890.92	890.92
023-323-625-380	UTILITIES	193.00	0.00
311-656-600-333	ADMINISTRIVE SERVICES	437.25	437.25
311-656-912-850	CONSTRUCTION	207,702.90	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	8,067.74	0.00
400-000-070-250	INVENTORY	17,348.84	772.17
400-721-501-200	SUPPLIES	45.80	45.80
400-721-535-233	UNIFORMS	46.46	0.00
400-721-630-400	EQUIPMENT REPAIR &	1,843.00	0.00
400-721-630-566	CONSTRUCTION MATERI	3,234.82	0.00
400-723-535-233	UNIFORMS	839.99	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
400-723-555-250	SUPPLIES & SMALL TOO	2,289.37	0.00
400-723-580-275	FIRE HYDRANT SUPPLIES	3,390.00	0.00
400-723-585-277	OTHER REP & MAINT -S	1,792.00	0.00
400-723-587-279	STREET MAINTENANCE S	10,197.30	0.00
400-723-600-316	CONTRACT SERVICE-ME	9,361.00	0.00
400-723-600-334	ADMINISTRATIVE SERVI	16,036.22	0.00
400-723-604-330	COMMUNICATIONS	233.13	0.00
400-723-625-380	UTILITIES	698.70	0.00
400-723-630-360	SHOP REPAIRS & MAINT	77.72	0.00
400-723-630-400	EQUIPMENT REPAIR &	1,846.61	0.00
400-723-690-555	DUES	100.00	0.00
400-723-691-550	MISCELLANEOUS	112.00	0.00
400-723-918-805	MACHINERY AND EQUIP	3,800.00	0.00
400-726-535-233	UNIFORMS	13.28	0.00
400-726-604-330	COMMUNICATIONS	89.05	0.00
400-726-625-380	UTILITIES	121.60	0.00
400-726-630-400	EQUIPMENT REPAIR &	61.00	0.00
400-726-690-555	DUES	45.00	0.00
400-740-525-231	GAS & OIL	1,088.45	0.00
400-740-536-278	TANK & WELL MAINTEN	3,976.70	0.00
400-740-625-380	UTILITIES	1,334.75	0.00
400-740-630-400	EQUIPMENT REPAIR &	1,591.62	0.00
400-747-911-860	SW STK SEWER IMP CON	57,473.92	0.00
610-000-147-656	INDUSTRIAL PARK SEWE	98,532.58	0.00
630-000-147-657	DUE TO GOVERNMENT	15,662.38	0.00
630-000-147-654	DUE TO MISSISSIPPI STA	27,875.46	0.00
630-000-148-655	DUE TO VISITORS/CONV	20,906.61	0.00
	Grand Total:	858,236.30	22,919.20

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
**None**	858,236.30	22,919.20
Grand Total:	858,236.30	22,919.20

INVOICE	DATE	PO NBR	DESCRIPTION	TRFPL INVT	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
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VENDOR:	110	ARRANSAS ELECTRIC									
3793586	02/26/15	5691	Stock Material		03/04/15	890.00	.00	ACH			
VENDOR TOTAL:						890.00	390.00				

VENDOR:	134	ATWELL & GENT, P.A.									
7199-7201	02/26/15	0	Consulting Services		03/04/15	7890.00	.00	ACH			
VENDOR TOTAL:						7890.00	7890.00				

VENDOR:	195	BRIGGS EQUIPMENT									
INV0174544	02/26/15	5710	Forklift Rental fee		03/04/15	600.00	.00	ACH			
VENDOR TOTAL:						600.00	600.00				

VENDOR:	220	BROWN WOOD PRESERVING									
10022748	02/26/15	5664	30' x 45' Wood Poles		03/04/15	6773.59	.00	CHK			
VENDOR TOTAL:						6773.59	6773.59				

VENDOR:	311	CAPMELD									
R 15020825	02/27/15	5709	Monthly Gas Cylinder Rentals		03/04/15	112.21	.00	CHK			
VENDOR TOTAL:						112.21	112.21				

VENDOR:	318	CLAYTON VILLAGE MINI STG									
2/25/15	02/26/15	0	Storage Unit Rental		03/04/15	190.00	.00	ACH			
VENDOR TOTAL:						190.00	190.00				

VENDOR:	341	CDW GOVERNMENT, INC									
SM39149;SN01688;	02/26/15	5682	Toners & Computer Supplies		03/04/15	1988.59	.00	ACH			
VENDOR TOTAL:						1988.59	1988.59				

VENDOR:	348	DELL MARKETING L.P.									
XJMT3XFN8;XJMT51	02/26/15	5673	Office Computers		03/04/15	2922.85	.00	CHK			
VENDOR TOTAL:						2922.85	2922.85				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	FMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 555 ELSTER SOLUTIONS											
51174;57114;5715	02/27/15		5636 AMI Faceplates		03/04/15	2046.12	.00	ACH			
9000057352	02/27/15		0 AMI Project Services		03/04/15	5415.23	.00	ACH			
VENDOR TOTAL:						7461.35					
VENDOR: 696 GARNER LUMLEY ELECTRIC											
508611	02/26/15		5569 Stock Material		03/04/15	318.27	.00	ACH			
508779	02/26/15		5509 Stock Material		03/04/15	4480.00	.00	ACH			
509373	02/26/15		5684 Stock Material		03/04/15	1479.00	.00	ACH			
VENDOR TOTAL:						9277.27					
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.											
50006236-00	02/26/15		5491 300KVA Padmount Transformer		03/04/15	9250.00	.00	ACH			
50006836-00	02/26/15		5680 Stock Material		03/04/15	942.50	.00	ACH			
VENDOR TOTAL:						10192.50					
VENDOR: 809 HOWARD INDUSTRIES, INC.											
248386-464154	02/26/15		5644 480 Volt Ball Park Lights		03/04/15	4964.25	.00	ACH			
VENDOR TOTAL:						4964.25					
VENDOR: 812 HELENA CHEMICAL COMPANY											
62067143	02/26/15		5676 Herbicide for ROW Crew		03/04/15	502.50	.00	CHK			
VENDOR TOTAL:						502.50					
VENDOR: 912 ITRON, INC.											
362343	02/26/15		0 Hardware & Software Maintenance		03/04/15	841.42	.00	ACH			
VENDOR TOTAL:						841.42					
VENDOR: 1205 LOWE'S											
2929;10413;7308;	02/27/15		5713 Tools & Supplies for Jobs		03/04/15	356.37	.00	CHK			
VENDOR TOTAL:						356.37					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID DATE	CHECK/ACH SEQ
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VENDOR:	1231	TERRY KEMP									
	02/25/15		0 Travel Reimbursement - TRVPA		03/04/15	651.70	.00	ACH			
VENDOR:	1308	MIDSON GROUP INC.									
	28636	SO	02/26/15 5693 Wildlife Protection		03/04/15	4650.00	.00	CHK			
VENDOR:	1319	MONTS PAPER & PACKAGING									
	264912		02/26/15 5706 Uniform Purchase		03/04/15	311.82	.00	CHK			
VENDOR:	1363	M & M PROSAFETY SUPPLY									
	01203		02/26/15 5641 Gloves, Tape, Marking Flags		03/04/15	1518.41	.00	ACH			
VENDOR:	1400	NESSCO									
	S1995726.001	S19	02/26/15 5675 Gatekeeper Parts & Supplies		03/04/15	445.76	.00	ACH			
VENDOR:	1406	NORTHEAST EXTERMINATING									
	2/11/15		02/26/15 5694 Pest Control		03/04/15	105.00	.00	ACH			
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
	849365		02/26/15 5689 Uniform Purchase		03/04/15	189.95	.00	ACH			
VENDOR:	1818	UNITED RENTALS, INC.									
	126249423-001		02/27/15 5688 Lift Packer Rental		03/04/15	83.00	.00	ACH			
	943761631-069		02/26/15 0 Bobcat Rental		03/04/15	1013.00	.00	ACH			

VENDOR TOTAL: 1096.00

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID DATE	CHECK/ACH SEQ
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VENDOR:	1886	SEDC									
	11223	02/26/15	0 Billing Services		03/04/15	24658.88	.00	ACH			
VENDOR TOTAL:						24658.88					

VENDOR:	1584-1587	02/26/15	0 Rlght of way Clearing		03/04/15	13715.36	.00	ACH			
VENDOR TOTAL:						13715.36					

VENDOR:	02/10/15	02/27/15	0 Utility Bill		03/04/15	49.64	.00	CHK			
VENDOR TOTAL:						49.64					

VENDOR:	S00803760.001	02/27/15	5690 Stock Material		03/04/15	3496.80	.00	ACH			
	S008704464.008	02/27/15	5573 Mini Wedge Connectors		03/04/15	301.00	.00	ACH			
VENDOR TOTAL:						3797.80					

VENDOR:	175306:175372:17	02/27/15	5704 Office Supplies		03/04/15	127.04	.00	ACH			
VENDOR TOTAL:						127.04					

VENDOR:	78820	02/27/15	0 DIC Safety Meeting		03/04/15	500.00	.00	CHK			
VENDOR TOTAL:						500.00					

VENDOR:	9590	02/27/15	5603 Hang Notice Envelopes		03/04/15	614.00	.00	ACH			
VENDOR TOTAL:						614.00					

VENDOR:	82261	02/27/15	5658 Commercial Waste Disposal		03/04/15	354.69	.00	CHK			
VENDOR TOTAL:						354.69					

STARBUCK ELECTRIC DEFT  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 03/04/15 ACCOUNT 23200

UNPAID INVOICES

RUN DATE 02/27/15 PAGE 11:57 AM 5

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
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16773	02/27/15	0	Water		03/04/15	15.50	.00	ACH			
VENDOR TOTAL:						15.50					
GRAND TOTAL:						107764.45					



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE: 3-3-2015  
PAGE: 1 of 1**

**SUBJECT:** Request permission to allow North Greenville Fitness to conduct the Fire Departments annual physicals at a cost of \$15,372.

**FISCAL NOTE:** This is a budgeted item and will be paid from line item 001-261-600-319 (Physicals). The amount in this line item is \$15,466.

**REQUESTING  
DEPARTMENT: Fire Department**

**DIRECTOR'S  
AUTHORIZATION: Acting-Chief McCurdy**

**FOR MORE INFORMATION CONTACT:** Acting-Chief McCurdy 769-0037

**PRIOR BOARD ACTION:** N/A

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**DEADLINE:** N/A

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**AUTHORIZATION HISTORY: N/A**

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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**STAFF RECOMMENDATION:** Move to allow North Greenville Fitness of Travelers Rest, South Carolina to conduct physicals in the Fire Department at a cost not to exceed \$15,372.

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Mark McCurdy  
Fire Marshal

Phone: 662-323-1845  
Fax 662-324-4026  
Email:  
[mmccurdy@cityofstarkville.org](mailto:mmccurdy@cityofstarkville.org)

March 3, 2015

Mayor Wiseman and Board of Alderman,

I am requesting permission to allow North Greenville Fitness and Cardiac Rehabilitation Clinic of Travelers Rest, South Carolina to conduct the annual physicals for our Department. This is a budgeted item and will be paid for through the Fire Departments Physicals line item.

The Fire Department is required to conduct annual physicals and also hold what is known as a "clearance letter" for all fire personnel. This requirement comes through both the National Fire Protection Association (NFPA) and Occupational Health and Safety Administration (OSHA). This Department has achieved the requirement by using North Greenville Fitness for several years. We are very familiar with their process and set-up and their cost remains the lowest.

I respectfully request your permission to use this agency again for the 2015 physicals. The maximum cost is \$15,372.

Thank You,

# North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

P.O. Box 606  
Travelers Rest, South Carolina 29690-0606

Charles F. Turner, R.N  
Director:

Phone: 864-834-9078  
Toll Free: 888-348-8911  
Fax: 864-834-7891

## 2014-2015 Pricing Information

The North Greenville Fitness Basic Health Enhancement program will be administered at your desired location for **\$252.00 per male program participant and \$260.00 per female program participant**. This cost includes ALL of the following documented services on this page and the monitoring physician's charge. This price is effective July 1, 2014, through July 1, 2015

## \$252.00 Per Male Participant and \$260.00 per Female Participant Includes:

1. BLOOD WORK (comprehensive lipid panel with CBC, SMAC 25)
  - a. PSA tests (prostate cancer tests)
  - b. CA-125 tests (ovarian cancer tests)
2. ANTHROPOMETRIC MEASUREMENTS (height, weight, etc.)
3. PULMONARY FUNCTION evaluation
4. BODY COMPOSITION measurements (six site skin fold measurements)
5. RESTING (12- lead) electrocardiogram (E.K.G.)
6. SUBMAXIMAL ergometer (bike) graded exercise STRESS TEST  
(with 12- lead electrocardiogram and blood pressure monitoring)  
  
\*Monitoring physicians are national board certified and review all testing results with participants upon completion of health and fitness exam.
7. VISION AND HEARING screening
- 8.. CONSULTATIONS: (explain and review results)
  - a. Individual participant health screening report with copies and result profiles.
  - b. Individual exercise program recommendations are included in report.
9. DEPARTMENT SUMMARY REPORT which includes health related averages, ranges and annual comparison statistics for your file
10. A CLEARANCE FORM is provided for each individual tested
  - a. Fire brigade clearance forms for structural fire fighters
  - b. Respirator clearance forms for all others who are assigned tasks which require the use of a respirator (i.e. EMS, Water treatment, etc.)
11. PROGRAM MEETS REQUIREMENTS OF:
  - a. O.S.H.A. 1910.156
  - b. O.S.H.A. 1910.134
  - c. O.S.H.A. 1910.120
  - d. A.D.A.
  - e. NFPA 1582



**AGENDA ITEM NO: Department Business—Personnel—XI. I.1.**

**CITY OF STARKVILLE**

**AGENDA DATE: March 3, 2015**

**RECOMMENDATION FOR BOARD ACTION**

**PAGE: 1 of 1**

**SUBJECT:** Request authorization to advertise to fill vacant positions of Police Officer.

**AMOUNT & SOURCE OF FUNDING** Budgeted position.

**REQUESTING DIRECTOR'S DEPARTMENT:** Police Department

**AUTHORIZATION:** R. Frank Nichols, Chief of Police

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** We have two vacant positions that need to be filled. These vacancies are due to the resignations of Officers Ashley Hannah and Charles Hardin.

**AMOUNT:** Grade 8, Step 6A, \$31,585.19, \$14.17 hour (2229.5 hours) for entry level  
Grade 9, Step 4B, \$33,397.78, \$14.98 hour to Grade 9, step 10B, \$39,491.52, \$17.71 hour (2229.5 hours) for Certified Officers

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to advertise to fill vacant positions of Police Officer.

**DATE SUBMITTED:** February 26, 2015

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**AGENDA ITEM NO:** Department Business—Personnel—XI. I. 2.

**CITY OF STARKVILLE**

**AGENDA DATE:** March 3, 2015

**RECOMMENDATION FOR BOARD ACTION**

**PAGE:** 1 of 1

**SUBJECT:** Request authorization to hire Marvin Fort, Nathan Maxwell, Walter Jones, and Ladarius Weatherall to fill vacant positions of Firefighter in the Fire Department

**AMOUNT & SOURCE OF FUNDING** Budgeted positions

**REQUESTING DIRECTOR'S DEPARTMENT:** Interim Fire Chief Mark McCurdy

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** The Board approved advertising to fill Firefighter position on 1/6/15. We currently have four (4) vacant positions due to the resignations of Marco Rodriguez, William Tabb, and Woody Speights, and the retirement of Lieutenant Clark Hudson.

Marvin Fort is a native of Aberdeen. After graduation from Aberdeen High School he attended EMCC and received a Certificate in Machine Tool Technology. Marvin is currently a Certified Firefighter with the City of Aberdeen, having served in this capacity since June 2011.

Nathan Maxwell is a former City of Starkville Firefighter who left due to personal reasons. He graduated from Pontotoc High School and received his Associates degree from Itawamba Community College in Business. He resides in Starkville and worked for Clark Beverage before joining the City. He has recently been working in home and lawn care service.

Walter Jones is a native of Cleveland, MS. He attended MS State and received his Bachelor's Degree in Political Science. Walter has most recently been on active duty with the National Guard.

Ladarius Weatherall is originally from Lexington, MS but now is a Starkville resident and has attended MS State majoring in Agribusiness and being a member of the MSU honor society. Ladarius has also been on active duty with the Army.

**AMOUNT** Grade 5, (2990 hours), annual salary of \$27,578.52 (\$9.22 per hour) for Jones and Weatherall as they are entry level. Grade 5, (2990 hours), annual salary of \$28,405.88 (\$9.50 per hour) for Fort and Maxwell as they are Certified Firefighters.

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to hire Marvin Fort, Nathan Maxwell, Walter Jones, and Ladarius Weatherall to fill vacant positions of Firefighter in the Fire Department with annual salary of Grade 5 \$27,578.52 (\$9.22 per hour) for Jones and Weatherall as they are entry level and Grade 5, (2990 hours), annual salary of \$28,405.88 (\$9.50 per hour) for Fort and Maxwell as they are already Certified Firefighters. Subject to one year probationary period.

**DATE SUBMITTED:** February 26, 2015

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**AGENDA ITEM NO: Department Business—Personnel—XI. I. 3.**  
**CITY OF STARKVILLE**  
**AGENDA DATE: March 3, 2015**  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE: 1 of 1**

**SUBJECT:** Request approval of promotions in the Fire Department to fill vacant positions.

**AMOUNT & SOURCE OF FUNDING:** Regular budgeted positions

**REQUESTING DIRECTOR'S DEPARTMENT:** Interim Fire Chief Mark McCurdy

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** On 1/20/15 the Board approved promotions in the Fire Department and included the following list of Department personnel on a promotional list valid for twelve (12) months.

<b><u>Name</u></b> (in order of eligibility)	<b><u>Eligible for Promotion to</u></b>
Andy Sharp	Battalion Chief
Roosevelt Harris	Captain
Tony Clayborn	Captain
Brian Arnett	Captain
Ashley McClain	Lieutenant
Jeff Whitehead	Lieutenant
Sam Wilkes	Lieutenant
Blake Daniels	Sergeant
Greg Cochran	Sergeant
Nathan Herndon	Sergeant

Lieutenant Clark Hudson has now retired after over 25 years of service in our department. This creates a vacant position for promotion to Lieutenant, which will be filled by Sergeant Ashley McLean. The Sergeant position resulting from McClain's promotion will be filled by Firefighter Blake Daniels.

**AMOUNT:**

<b><u>Employee</u></b>	<b><u>Current Rank</u></b>	<b><u>Current Salary</u></b>	<b><u>Promote to</u></b>	<b><u>New Salary</u></b>
Ashley McClain	Sergeant (Grade 6)	\$38,735.93 (\$12.96 hour)	Lieutenant (Grade 7)	\$42,609.52 (\$14.25 hour)
Blake Daniels	Firefighter (Grade 5)	\$31,039.87 (\$10.38 hour)	Sergeant (Grade 6)	\$34,143.86 (\$11.42 hour)

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval of the promotions of the following employees in the Fire Department with promotional increases of 10% as presented: (All subject to a six month probationary period)

- Sergeant Ashley McClain to the rank of Lieutenant
- Firefighter Blake Daniels to the rank of Sergeant

**DATE SUBMITTED:** February 26, 2015



**AGENDA ITEM NO:** Department Business—Personnel—XI.I.4  
**CITY OF STARKVILLE**  
**AGENDA DATE:** March 3, 2015  
**RECOMMENDATION FOR BOARD ACTION**  
**PAGE:** 1 of 1

**SUBJECT:** Request authorization to hire a temporary, full-time employee in the position of Maintenance Worker in the Water/Sewer Division of the Public Services Department

**AMOUNT & SOURCE OF FUNDING** Regular budgeted position

**REQUESTING DIRECTOR'S DEPARTMENT:** Doug Devlin, Department Head

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**PRIOR BOARD ACTION:**

**AUTHORIZATION HISTORY:** This position will be a temporary, full-time position to replace Alfred Ingram who is out on medical leave of absence. Current work requirements necessitate having someone to assist with the work load at this time.

**Job Description:**

**Duties**—To assist in the repair and the maintenance of water and sewer lines, install fire hydrants, maintain facility and all equipment, make sewer and water taps, perform light maintenance on trucks and perform other duties as directed. This is a limited, semi-skilled manual labor position which does not ordinarily require a high degree of manipulative skill or a significant amount of previous experience. Assignments include the use of standard hand tools and power operated devices. Persons holding this employment classification may at times, be required to operate heavy duty trucks, tractors and other similar automotive equipment with moderately complex operating requirements. Physical work involved with position includes, but is not limited to, lifting, walking, shoveling, digging, and climbing. The person in the position is currently on call for a seven day period every four (4) weeks.

**Minimum Qualifications:** At least eighteen (18) years of age, possession of valid Mississippi driver's license and acceptable MVR, Must be able to be covered by the City's insurance, possess high school diploma or its equivalent and the ability to perform the essential job functions.

**AMOUNT** \$19,058.22 (\$9.16 per hour) Grade 4, 2080 hours. This is a temporary position. Not eligible for benefits. Pay only for hours worked.

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to advertise to fill a temporary, full-time position of Maintenance Worker 1 in the Water/Sewer Division of the Public Services Department at a rate of \$19,058.22 (\$9.16 per hour) Grade 4, 2080 hours. This is a temporary position and not eligible for benefits. Will be paid only for hours worked.

**DATE SUBMITTED:** February 26, 2015

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**AGENDA ITEM NO:** Department Business—Personnel—XI.I.5

**CITY OF STARKVILLE**

**AGENDA DATE:** March 3, 2015

**RECOMMENDATION FOR BOARD ACTION**

**PAGE:** 1 of 1

**SUBJECT:** Request authorization to advertise to fill a temporary, part-time position as a Security Officer to work in the Police Department.

**AMOUNT & SOURCE OF FUNDING:** Budgeted funding

**REQUESTING DIRECTOR'S DEPARTMENT:** R. Frank Nichols, Chief of Police

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** This position will replace Paul Short who has resigned. The job description is:

**Title:** Security Officer

**Department:** Police

**Reports to:** Chief of Police

**Status:** Part-time, less than 20 hours per week. Not eligible for benefits.

**Rate of Pay:** \$11.00 per hour worked

**Duties:** This position will staff the metal detector for Court sessions, serve general duties to assist during Court sessions, transport prisoners, and various other duties to assist the Police Department, as well as patrolling and enforcing on-street and public parking in the downtown area. Duties will include: patrol assigned areas to mark vehicles for enforcement purposes; issue citations; handle other enforcement action, including booting and towing vehicles; testify in court cases; perform traffic control; maintain records; assists citizens with directions and other needed information and performs other duties as assigned. The position will work less than twenty (20) hours per week and will be paid only for hours worked. This position will not be eligible for benefits.

**Requirements:** High school diploma or GED. Valid MS Driver's License and acceptable MVR. Ability to read and interpret codes, etc. pertaining to law enforcement. Must be able to prepare and maintain appropriate records and reports. Must use sound judgment within established guidelines. Must be able to deal tactfully and effectively with those encountered during the course of the work, including hostile or irate citizens. Must be able to communicate effectively, both verbally and in writing. Must be able to establish and maintain effective working relationships. Must be able to use computers and general office equipment.

**AMOUNT:** \$11.00 per hour. Not eligible for benefits. Part-time not to exceed twenty hours per week.

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to advertise to fill a temporary, part-time position as Security Officer to work in the Police Department.

**DATE SUBMITTED:** February 26, 2015

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE:3-3-15  
PAGE: 1 of 1**

**SUBJECT:** CONSIDERATION AND APPROVAL OF MOVING \$4,974.88 FROM FEDERAL FORFEITED FUNDS TO THE POLICE GENERAL FUND ACCOUNT FOR THE PURCHASE OF 2 LAPTOP COMPUTERS, 3 DOCKING STATIONS, 3 MONITORS, 2 CARRYING CASES TO BE USED BY THE STARKVILLE VICE UNIT.

**AMOUNT & SOURCE OF FUNDING:** \$4,974.88

**LINE ITEM**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: POLICE**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:**

**R. FRANK NICHOLS  
CHIEF**

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**DEADLINE:**

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**STAFF RECOMMENDATION:** Authorization of moving \$4,974.88 from federal forfeited funds to the police general fund account for the purchase of 2 laptop computers, 3 docking stations, 3 monitors, 2 carrying cases to be used by the Starkville vice unit.

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE:  
PAGE: 1 of 1**

**SUBJECT: ANALOG CAMERA SYSTEM**

**AMOUNT & SOURCE OF FUNDING: \$3,899.05**

**LINE ITEM 001-201-604-330 (WIRELESS COMMUNICATIONS)**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: POLICE**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:**

**R. FRANK NICHOLS  
CHIEF**

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**DEADLINE:**

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**ADDITIONAL INFORMATION: Request authorization to purchase Analog Camera System for the Starkville Police Department, in the amount of \$3,899.05.**

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**STAFF RECOMMENDATION:**

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- Residential & Commercial Security Systems
- Residential & Commercial Fire Systems
- Residential & Commercial Sound
- Central Vacuum Systems
- CCTV



AND COMMUNICATIONS, INC.

- 24 Hour UL Listed Central Monitoring
- Home Automation Systems
- IT & Networking Solutions
  - Phone Systems
  - Access Control

**STARKVILLE POLICE DEPARTMENT**

**ANALOG CAMERA SYSTEM**

	<b>QTY</b>	<b>EACH</b>	<b>TOTAL</b>
SPECO 16CH 2TB 960H DVR	1	\$ 745.80	\$ 745.80
SPECO INDOOR IR 960H CAMERA	8	\$ 123.75	\$ 990.00
16 CH 12VDC POWER SUPPLY	1	\$ 148.50	\$ 148.50
SPECO INDOOR MICROPHONE	3	\$ 13.20	\$ 39.60
SPECO 960H OUTDOOR IR CAMERA	1	\$ 165.00	\$ 165.00
VGA CABLE SPLITTER	1	\$ 49.50	\$ 49.50
CABLING	3	\$ 110.55	\$ 331.65
24' MONITOR	2	\$ 198.00	\$ 396.00
TILT MONITOR FOR POLICE CHIEF OFFICE	1	\$ 33.00	\$ 33.00
INSTALLATION/ PROGRAMMING	1	\$1,000.00	\$ 1,000.00
			<b>\$ 3,899.05</b>

PRICE DOES NOT INCLUDE SALES TAX

**PRICE TO INCLUDE**

- 8 INDOOR 960H 700TVL WITH IR CAMERAS
- 1 OUTDIIR 960H 700TVL IR CAMERA
- 3 MICROPHONES (BOOKING, LOBBY, DUI)
- 2 24" MONITORS (DISPATCH, POLIE CHIEFS OFFICE)
- 1 16CH 960H SPECO DVR WITH 2TB OF STORAGE

THANK YOU,

JERRY ECKHART



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE:  
PAGE: 1 of 1**

**SUBJECT: Traffic Records / 8 Hand Held Electric Citations Units**

**AMOUNT & SOURCE OF FUNDING: \$53,812.00 Office of Highway Safety**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: Starkville Police**

**DIRECTOR'S  
AUTHORIZATION: R. Frank Nichols  
CHIEF OF POLICE**

**FOR MORE INFORMATION CONTACT: Lt. Shawn Word**

**PRIOR BOARD ACTION: N/A**

**BOARD AND COMMISSION ACTION: N/A**

**PURCHASING: N/A**

**DEADLINE:**

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**AUTHORIZATION HISTORY:** This request is to submit an application with the Office of Highway Safety in the area of Electronic Citation devices, Software, and Hardware to be used both with the Police Department and the Municipal Court. This will allow the Starkville Police Department to issue citations through 8 electronic devices that are then uploaded to the City Municipal Court. This request if funded is 100% reimbursable.

**STAFF RECOMMENDATION:**

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## FY16SUBGRANT APPLICATION

**Mississippi Office of Highway Safety**

1025 North Park Drive

Ridgeland, MS 39157

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

mohs@dps.ms.gov

<b>1. Applicant Name:</b> City of Starkville <b>Mailing Address:</b> 101 East Lampkin St Starkville, MS 39759  Telephone: 662-323-4131 FAX: 662-324-4016 E-Mail: sword@cityofstarkville.org	<b>2. Date:</b> 2-19-2015  <b>3. Beginning and Ending Dates:</b> October 1, 2015 thru September 30, 2016  <b>4. Subgrant Payment Method:</b> <input checked="" type="checkbox"/> Cost Reimbursement Method  <b>5. CFDA # -</b>  <b>6. DUNS # -</b> 782430557  <b>7. FEIN #-</b> 64-6001082  <b>8. Congressional District-MS03</b>
<b>9. Program Title:</b> Traffic Records	
<b>10. The following funds are requested: Funds are requested for Electronic Citations software and hardware</b>	
<b>A. COST CATEGORY</b>	<b>B. SOURCE OF FUNDS</b>
(1) Personal Services-Salary	(1) Federal
(2) Personal Services-Fringe	(2) State
(3) Contractual Services	(3) Local
(4) Travel	(4) Other
(5) Equipment	\$53,812.00
(6) Other	
<b>TOTAL</b>	<b>\$53,812.00</b>
	<b>TOTAL</b> \$53,812.00
<b>11. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">                     Project Identification                      Travel                      Budget Summary                      Agreement of Understanding &amp; Compliance                 </div> <div style="width: 45%;">                     Proposed Countermeasures                      Equipment                      Cost Summary Support Sheet                      Agreement and Authorization to Apply                 </div> </div> <p>All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.</p>	
<b>12. Approved Signature of Authorized Official</b> (Mayor/Board of Supervisor President) for Jurisdiction to Apply:  Signature _____ Date _____  Print Name: Parker Wiseman Title: Mayor, City of Starkville	<b>MOHS USE Only:</b>

**Problem Identification:**

**Location:**

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

City Name:	Starkville, Mississippi
County Name:	Oktibbeha County
Surrounding Counties:	Winston, Clay, Lowndes, Webster, Choctaw, Noxubee
Troop District:	District 5

**Problem Identification**

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

Number of Square Miles:	290
Number of Population:	24,775
Major Roadways in the Area:	Hwy 182, Hwy 82, Hwy 25, Hwy 12, Hwy 389

**Summary:**

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, community events, alcohol related establishments, etc.

The City of Starkville, with a population of 24,775, is a growing city in North Central Mississippi. The city of Starkville in the year of 2008 showed a 10% increase in population since 2000. According to the last census Starkville has moved into the 14<sup>th</sup> largest city in the State of Mississippi. This population does not count many students living in the county as well as on MSU campus. Starkville is the county seat of Oktibbeha County and home to the largest university in the state, Mississippi State University, with a student population of over 20,000. Mississippi State University has 92 countries represented by students and staff who contribute to a unique small town culture. The Starkville Police Department safeguards this diverse community consisting of our local citizens, international guests, commuting workers from surrounding counties as well as hundreds of thousands of visitors to our city each year. The Starkville Police Department has now grown to 55 sworn officers with 8 civilian support staff.

Starkville has seen an increase in population within the city and an increase in enrollment at Mississippi State University. Starkville is the hub of the Golden Triangle area, being located within twenty-five miles of Columbus and West Point. The City of Starkville, in addition to being the home to Mississippi State University, is also within twenty-five minutes of Mississippi University for Women and East Mississippi Community College. Starkville is also home to 1 public high school, 2 private high school, 6 public primary/middle schools and 2 private primary/middle schools.

During the school year, Starkville is host to thousands of visitors for various reasons including college sporting events, concerts, festivals and business events. Art and music festivals, such as Down in the District and Bulldog Bash, also bring a large number of visitors to the area. Estimated attendance at the Bulldog Bash, held in October 2014, was 34,000. The university and local businesses also host meetings and conferences throughout the year. During the past years, more bar and club establishments have been opened, cold beer sales were approved by the board of aldermen and bar hours were extended on the weekends as well in recent years. With the wide variety of the types of clubs, the nightlife in Starkville has grown and multiplied. In addition to festivals, concerts, rallies and sporting events, Starkville has become known as a place of rest and relaxation. Whether attending an event or relaxing and vacationing in town, the increased number of residents and visitors along with the extended club hours has increased the number of tickets and DUI citations consistently over the past years.

In addition to the increase in population at various times throughout the year, the City of Starkville also has four major highway systems that intersect inside the corporate limits. These are US Highway 82 and US Highway 12 that are east  
FY16 Grant Application

west highways, and MS Highway 25 and MS Highway 389 that are north south highways. Three of the above mentioned highways are four lane highways with one being both four and two lane in some areas. According to the Mississippi Department of Transportation statistics for 2006, there are over 100,000 vehicles that travel through our municipality each day. These highways along with our city streets are becoming more dangerous due to the increasing number of traffic offenses being committed such as speeding, DUI, and other offenses that lead to traffic accidents.

Currently our officers hand write citations. With the addition of Overtime grants we are finding that a large number of citations issued are during weekend nights in conjunction with the Overtime details. These citations are sometimes being entered under the wrong name or identifying information either by human error or due to poor hand writing by an officer. When looking at the LAG report of the time taken from citation disposition to DPS history we are finding that over half of the citations going to DPS are taking 4 week or more before being entered. When asked, our court administrator and court clerk have stated that they are having to mail at least once a day if not twice a one inch thick stack of paper to try to keep up with citations being mailed.

With the traffic enforcement officers, one complaint that is noted is that when hand writing citations we are finding that when multiple citations are issued time is a factor. Many of those that we stop do not have valid insurance and some have suspended DL or No DL, along with those that have restraint violations. Some stops conducted by these officer are time consuming due to the number of citations issued. With hot calls or other reasons that the officer may be in a hurry only one citation is issued due to the officer not having time to issue multiple citations. With the addition of hand held writers one of the main positive aspects for the officers is that when multiple citations are issued the only information needed is additional charges due to the rest of the information on the citation being saved with the first ticket. We feel that with this addition our officers will be able to have more time on the streets conducting enforcement operations and potentially having more presence on the street lowering collisions.

**Problem Identification**  
**Crash Data 2012-2014**

Data and statistical information can be found at: [www.highwaysafety.ms.gov](http://www.highwaysafety.ms.gov) This section must be filled out completely for all project applications. If data is unavailable, please insert (N/A) for not available. Enforcement use data related to your agency area. Public Information and Enforcement use focus area information.

<b>CRASH DATA</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>TOTALS</b>
Total Crashes	837	761	819	2417
Injury Crashes	158	141	152	451
Fatal Crashes	0	2	0	2
Alcohol Related Fatal Crashes	0	0	0	0
Drug Related Fatal Crashes	0	0	0	0
Speed Related Fatal Crashes	0	0	0	0
Fatal Motorcycle Crashes	0	0	0	0
Fatalities	0	2	0	2
Fatal drivers with BAC .08 or more	0	2	0	2
Unbelted Fatalities	0	1	0	1
Unbelted Crashes	15	19	18	52
Unbelted Injuries	6	14	7	27

**Additional Data Information:**

Data was collected through the use of Report Beam. This data shows a three year decrease with a one year increase. Over the end of last year personnel changes were made with the Traffic Unit of the SPD. As well this unit was formulated from different units to make a true traffic unit. With the new personnel we are seeing a major jump in productivity among these officers.

**Problem Identification:**  
**Law Enforcement:**

**Total Number of Citations 2012-2014**

This section must be filled out completely for all project applications. Continuation grants, please provide “grant” funded citation information. If data is unavailable, please insert (NA) for not available.

<b>AGENCY CITATION DATA</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>TOTALS</b>
All Traffic Citations	13725	9979	8842	32546
Speed Citations	1605	1186	1260	4051
Seat Belt Citations	2861	1803	1846	6510
Child Safety Seat Citations	271	179	139	589
DUI Arrests (Alcohol)	398	350	385	1133
DUI Other (Drugs)	4	2	7	13
Number of Presentations Given	13	15	14	42
Number of Safety Fairs Participated In	1	1	1	3
Number of People Reached	1015	1000	1100	3115

**Additional Citation Information:**

Violations show a decrease in total number of citations. Other fields show an increase however with the aid of funding provided by the MOHS. In the middle part of 2013 until early 2014 Starkville Police Department went through a change in administrations. With the last administration officers were advised to decrease enforcement. With the new administration officers again are told that enforcement is a vital part of keeping our streets safe with regards to DUI, speed, and restraint violations. Just in January 2015 alone SPD arrested 60 individuals for the violation of DUI with 3 of those being for an active warrant for DUI. As well during this same month officers in DUI, Motor Officers, and Grant enforcement issued 608 violations with a department total of just over 800.

**Proposed Countermeasures:**

**Target, Performance Measure and Strategies**

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

**Data:** In FY14 the Starkville Police Department issued 8,615 total citations.

**Problem Identification:** City of Starkville has no method of writing citations electronically and no method of transferring disposition citation data electronically to the Department of Public Safety. From 2012-2013 data from the Department of Public Safety, it shows that approximately 60% of the citation disposition convictions mailed to Department of Public Safety is taking over 4 weeks to post to the DPS Drivers History File.

**Target-**

To enhance City of Starkville's ability to capture citations written in an electronic format for Timeliness, Accuracy, Completeness, Uniformity, Integration and Accessibility; transfer of those citations to the City Court Records Management System; Transfer of the citation dispositions to the Department of Public Safety's Citation/ Adjudication reporting system and Drivers History File.

**Performance Measures-**

To increase citations written electronically from 0 in FY14 to 5000 by the end of FY16.

To decrease the amount of time it takes for a citation to be inputted into the City Court Records Management System from date of issuance from 3-4 days (days or hours) in FY14 to 2 days by the end of FY16.

To decrease the amount of time it takes for a citation disposition once adjudicated from the City Court to be transferred to MS Department of Public Safety from 4+ (weeks) in FY14 to 2 weeks by the end of FY16.

**Strategies-**

- Set up with Vendor to align the City Court Records Management System Data Dictionary and Interface requirements with Citation Equipment, Records Management System and Department of Public Safety's electronic submission portal for Citation/ Adjudication.
- Once programming is complete, test variables to make sure they all align.
- Train select officers and court clerk personnel for Beta Testing.
- Make sure all citations are being imported and exported correctly.
- Train remaining personnel and set for live use.
- Analyze citations written – Comparing type of citation, Location, day of week, time of day and match with Crash Report data for Pro Active Enforcement Planning.

**Proposed Countermeasures:**

**Program Coordination:**

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

Name of Chief/Sheriff/Partner:	Name of Project Director:
Chief R. Frank Nichols	Lt. Shawn Word
Phone Number:	Phone Number:
662-323-4131	662-323-4131
Email Address:	Email Address:
<a href="mailto:r.nichols@cityofstarkville.org">r.nichols@cityofstarkville.org</a>	<a href="mailto:sword@cityofstarkville.org">sword@cityofstarkville.org</a>

Name of Financial Manager:	Name of Signatory Official:
Assistant Chief John C. Thomas	Mayor Parker Wiseman
Phone Number:	Phone Number:
662-323-4131	662-323-2525
Email Address:	Email Address:
<a href="mailto:johncthomas@cityofstarkville.org">johncthomas@cityofstarkville.org</a>	<a href="mailto:p.wiseman@cityofstarkville.org">p.wiseman@cityofstarkville.org</a>

**Proposed Countermeasures:**

**Law Enforcement:**

Please provide the following:

Total Number of Officers:55

Total Number of Employees Who Work the Grant? There is one member of the department that is assigned to the daily and monthly upkeep of reporting information and requirements. However with this proposal 8 individuals at one time will be working in conjunction with the grant from the PD side and another 5 with the Municipal Court.

Do you have interlocal agreements with other law enforcement agencies? If so, which agencies?  
Yes, Mississippi State University, Oktibbeha County Sheriff's Department. Starkville PD is also a member of a S.M.A.C. Statewide Mutual Aid Compact that is enacted wherever help is requested in writing. Through past Grant funding SPD has also assisted many agencies within our Troop District with the use of a DUI trailer granted to us through the Office of Highway Safety and technical assistance in grant needs.

**Proposed Countermeasures:**

**Public Information and Enforcement (If Applicable):**

Please provide the following:

Total Number of Employees: N/A

Total Number of Employees Who Work the Grant?

Do you have other partners that you work with? If so, which partners?

Personnel Title	% of Time	Hourly Salary	# of Hours	Sub-total	Fringe	Line Total
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
<b>TOTALS</b>					\$0.00	\$0.00

**Proposed Countermeasures:**

**Proposed Project Staff for Grant Responsibilities:**

Please submit information for proposed staff that will be funded with federal funds under the grant. We are requesting Equipment for use in this project. All cost associated in salary and pay will be taken care of by our department should funds be made available. One member of the department will be assigned to the daily maitanence of the grant and all reporting that is required. This as well will be funded by the SPD. If awarded the funds will be for hand held electronic citations issued to the top four officers in issuing citations. As well another four will be used in conjunction with traffic enforcement details.

**Proposed Countermeasures:**

**Public Information and Enforcement**

Please describe your plans for public information and education, to include, but not limited to media campaigns, public events, school presentations, etc. Please give information on how many per quarter. In conjunction with various projects within the department Starkville Police Department will conduct media campaigns before, during, and after National Blitz periods. This media will be consistant with messages that are directed by the Office of Highway Safety. As well our department will conduct speaking engagements in relation to DUI, Speed, and restraint safety when able or invited.

**Travel:**

Include a detailed assessment of travel needs within the program area in which you are applying. Also include a cost estimate for all travel needs (airfare, hotel, per diem, mileage, parking, baggage and other travel related expenses. (Based on current state and federal guidelines)

Purpose of Travel:	Number of People:	Cost:	Total:
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>TOTALS</b>		\$0.00	\$0.00

**Travel Information:**

FY16 Grant Application

**Equipment:**

Please list the cost for each piece of equipment requested. Please note: Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment. All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Alcohol Screening Devices:  
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>
- Breath Alcohol Measurement Devices:  
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>
- Calibrating Units for Breath Alcohol Testers  
[http://www.dot.gov/sites/dot.dev/files/docs/20121022\\_CPL\\_Calibrating\\_Units.pdf](http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf)
- Radar Speed –Measuring Devices  
<http://www.nhtsa.gov/people/injury/enforce/SpeedMeasure/radarpldec162002.htm>
- Lidar Speed-Measuring Devices  
<http://icsw.nhtsa.gov/people/injury/enforce/SpeedMeasure/lidarpldec162002.pdf>

<b>Equipment</b>	<b># requested</b>	<b>Cost (each)</b>	<b>Line Total</b>
8 Hand held electronic citation writers	1	\$53,812.00	\$53,812.00
Tyler Tech. software and hardware			\$0.00
plus all accessories and license fees			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>TOTALS</b>			<b>\$53,812.00</b>

**Describe how equipment will be used for grant purposes:**

Currently the SPD is hand writing citations. The court, when time allows, enters these citations into the system and again, when time allows, handles the mailing of dispositions to the DPS. This purchase will allow the four top ticket writers within the department to be issued a hand held citation writer. The second set of four will be issued out when a traffic enforcement officer is working. Currently overtime enforcement is available 4 days of the week. Department records show that 75% of citations issued in a one month period were issued by either one of the first four or overtime enforcement.

**Policy:**

Please check and attach a current copy of the policies listed below. If you do not have the policy, please explain in the additional information section.

<b><u>Current Policy:</u></b>	<b><u>Yes &amp; Attached:</u></b>	<b><u>No:</u></b>
Seatbelt Policy	Yes	
Pursuit Policy	Yes	
Written Warning Policy	Yes	
Check Point Policy	Yes	
Saturation Patrol Policy	Yes	
DUI Enforcement Policy	Yes	
Payroll Policy-Overtime	Yes	
Payroll Policy-Payroll Schedule (Payroll Period begin/end dates & check date)	Yes	
Payroll Policy-Leave Time (vacation, sick leave, holiday and compensation time)	Yes	
Seatbelt Survey Procedure Policy	Yes	
Banning Text Messaging While Driving	No	

**Additional Information on Agency Policy:**

With the issue of Banning Text messaging while driving—Our department considers that to be under safe use of your patrol vehicle. It has also been put out in many briefings that it is not allowed to be texting while driving. With the new potential law taking effect this as well will be covered under criminal activity while in operation of the vehicle. However, we are speaking about including this in existing General Orders if needed.

# Mississippi Office of Highway Safety

## Agreement of Understanding and Compliance

The Agreement of Understanding and Compliance documents will be attached within the FY16 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. The following compliance certifications and assurances will be included in the Grant Agreement.

### State and Federal Certifications and Assurances

- I. REIMBURSEMENT OF ELIGIBLE EXPENSES
- II. ON-SITE MONITORING AND EVALUATION
- III. PROPERTY AGREEMENT
- IV. STAFFING
- V. GENERAL PROJECT REQUIREMENTS
- VI. UNALLOWABLE COST
- VII. NONDISCRIMINATION
- VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 USC 8103)
- IX. BUY AMERICA ACT
- X. POLITICAL ACTIVITY (HATCH ACT)
- XI. CERTIFICATION REGARDING LOBBYING
- XII. RESTRICTION ON STATE LOBBYING
- XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- XIV. POLICY ON SEATBELT USE
- XV. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING
- XVI. ENVIRONMENTAL IMPACT

### Additional MOHS Program Compliance Documents

The MOHS will include all program compliance documents in the FY16 Grant Agreement documents.

STATE CERTIFICATION AND ASSURANCE

**Assurance Requirement of Subgrant Recipients:**

In cooperation with the Mississippi Office of Highway Safety, all grant and/ or sub grant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or closeout of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MOHS grant manager, the MOHS director and/or the DPSP executive director of the planning for such an occurrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of off-set levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, The City of Starkville (grantee,sub-grantee,or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

\_\_\_\_\_  
Authorized Official's Signature (Grantee, Sub-grantee or Recipient)

\_\_\_\_\_  
Date

Parker Wiseman  
[Typed or Printed Name]

Mayor, City of Starkville  
[Person's Organizational Title]

\* \* \* \* \*

This original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

**LOCAL GOVERNMENTAL RESOLUTION**  
**AGREEMENT AND AUTHORIZATION TO APPLY**

WHEREAS, the \_\_\_\_\_ City of Starkville, Board of Aldermen \_\_\_\_\_  
(Governing Body of Unit of Government)

herein called the "APPLICANT" has thoroughly considered the problem addressed in the application (Traffic Records 8 Hand Held Electronic Citations) and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE \_\_\_\_\_ City of Starkville Board of Aldermen \_\_\_\_\_  
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY of Starkville MISSISSIPPI,

THIS \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_ AS FOLLOWS:

1. That the project above is in the best interest of the Applicant and the general public.
2. That the \_\_\_\_\_ Chief of Police R. Frank Nichols \_\_\_\_\_ be authorized to file, on behalf of the  
(Name and Title of Representative)  
Applicant an application in the form prescribed by the Office of Highway Safety for federal funding in  
The amount of \$ \_\_\_\_\_ 53,812.00 \_\_\_\_\_ to be made to the Applicant defraying  
the cost of the (Federal Dollar Requested) project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of  
\$ \_\_\_\_\_ --0-- \_\_\_\_\_ as required by the project.  
(Local Match Amount)
4. That certified copies of this resolution be included as part of the application referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: \_\_\_\_\_  
(Chairman/Mayor - Blue Ink)

Commissioner/Councilman \_\_\_\_\_ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman \_\_\_\_\_ and, was duly adopted.

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

Attest: \_\_\_\_\_

Seal

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

(Blue Ink)

# FY16 Proposed Cost Detail Support Sheet

1. Applicant Agency:		City of Starkville	
2. Beginning: October 1, 2015		3. Ending: September 30, 2016	
5. Category & Line Item		6. Description of item and/or Basis for Valuation	
		4. Activity:	
		Federal Amount Requested	Police Traffic Safety Total
<b>Salary &amp; Wages:</b>			
Salary & Wages #1:			\$0.00
Salary & Wages #2:			\$0.00
<b>Total</b>		\$0.00	\$0.00
<b>Fringe:</b>			
FICA (7.65%-Employer) #1		\$0.00	\$0.00
FICA (7.65%-Employer) #2		\$0.00	\$0.00
Retirement (15.75%-Employer) #1		\$0.00	\$0.00
Retirement (15.75%-Employer)#2		\$0.00	\$0.00
<b>Total</b>		\$0.00	\$0.00
<b>Travel: (Rate per diem-based on state and federal guidelines)</b>			
Hotel			\$0.00
Hotel			\$776.00
Hotel			\$776.00
Hotel Taxes @. 10%		\$0.00	\$0.00
Meals			\$0.00
Gratuity @. 20%		\$0.00	\$0.00
Other:			\$0.00
Other:			\$0.00
<b>Total</b>		\$0.00	\$1,552.00
<b>Contractual Services:</b>			
Contractual Services:			\$0.00
Contractual Services:			\$0.00
<b>Total</b>		\$0.00	\$0.00
<b>Equipment:</b>			
Equipment:	(8) Hand Held Electronic Citations writers/ Software/ Hardware/ License Fees	\$53,812.00	\$0.00
Equipment:			\$0.00
Equipment:			\$0.00
<b>Total:</b>		\$53,812.00	\$53,812.00
<b>Other Expenses:</b>			
Other:			0.00
Other:			0.00
<b>Total:</b>		0.00	0.00
<b>Total Grant</b>		\$53,812.00	\$55,364.00

# FY16 Overall Proposed Budget Summary

1. Applicant Agency: City of Starkville		3. Ending: September 30, 2016				
2. Beginning: October 1, 2015						
Funding Sources						
4. For MOHS Use Only	5. Activity	6. Federal	7. State	8. Program Income	9. Other (Local-Private)	10. Total
	Traffic Records	\$53,812.00				
<b>Total</b>		\$53,812.00	\$0.00	\$0.00	\$0.00	\$53,812.00



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE:  
PAGE: 1 of 1**

**SUBJECT:      DUI Officer, DUI Overtime, LEL Network Coordinator**

**AMOUNT & SOURCE OF FUNDING:    \$131,689.08 Office of Highway Safety**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT:    Starkville Police**

**DIRECTOR'S  
AUTHORIZATION:    R. Frank Nichols  
CHIEF OF POLICE**

**FOR MORE INFORMATION CONTACT: Lt. Shawn Word**

**PRIOR BOARD ACTION:      N/A**

**BOARD AND COMMISSION ACTION:      N/A**

**PURCHASING:      N/A**

**DEADLINE:**

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**AUTHORIZATION HISTORY:**      This request is for authorization to apply for a grant through the Office of Highway Safety. This grant is for funding for 2 Full time DUI Officers plus Fringe. Additional funding is for Overtime for DUI Enforcement, Equipment, Travel, funding for LEL Lunches, and contractual services. This is a continuation grant and is 100% reimbursable.

**STAFF RECOMMENDATION:**

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# FY16SUBGRANT APPLICATION

**Mississippi Office of Highway Safety**  
 1025 North Park Drive  
 Ridgeland, MS 39157  
 Phone: (601)977-3700; Fax: (601)977-3701

1. Applicant Name: City of Starkville  Mailing Address: 101 East Lampkin St. Starkville, Ms 39759  Telephone: 662-323-4131 FAX: 662-324-4016 E-Mail: sword@cityofstarkville.org	2. Date:2-10-2015  3. Beginning and Ending Dates: October 1, 2015 thru September 30, 2016  4. Subgrant Payment Method: <u>  X  </u> Cost Reimbursement Method  5. CFDA # -  6. DUNS # - 782430557  7. FEIN #- 64-6001082  8. Congressional District-MS03
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9. Program Title: DUI Enforcement / DUI Overtime / LEL Network Coordinator

10. The following funds are requested: Funding for (2) full time DUI officers, Overtime for DUI enforcement, LEL Network Coordinator, equipment and Travel.

A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$98,776.80	(1) Federal	
(2) Personal Services-Fringe	\$15,859.78	(2) State	
(3) Contractual Services	\$300.00	(3) Local	
(4) Travel	\$8,153.50	(4) Other	
(5) Equipment	\$6,199.00		
(6) Other	\$2400.00		
<b>TOTAL</b>	<b>\$131,689.08</b>	<b>TOTAL</b>	<b>\$131,689.08</b>

11. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:

- Project Identification Proposed Countermeasures
- Equipment
- Travel
- Cost Summary Support Sheet
- Budget Summary
- Agreement of Understanding & Compliance Agreement and Authorization to Apply**

All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.

12. Approved Signature of Authorized Official (Mayor/Board of Supervisor President) for Jurisdiction to Apply:	MOHS USE Only:						
<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Signature</td> <td style="border: none; text-align: right;">Date</td> </tr> <tr> <td colspan="2" style="border: none;">Print Name: Parker Wiseman</td> </tr> <tr> <td colspan="2" style="border: none;">Title: Mayor, City of Starkville</td> </tr> </table>	Signature	Date	Print Name: Parker Wiseman		Title: Mayor, City of Starkville		
Signature	Date						
Print Name: Parker Wiseman							
Title: Mayor, City of Starkville							

**Problem Identification:**

**Location:**

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

City Name:	Starkville Mississippi
County Name:	Oktibbeha County
Surrounding Counties:	Winston, Clay, Lowndes, Webster, Choctaw, Noxubee
Troop District:	District 5

**Problem Identification**

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

Number of Square Miles:	290
Number of Population:	24,775
Major Roadways in the Area:	Hwy 182, Hwy 82, Hwy 25, Hwy 12, Hwy 389

**Summary:**

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, community events, alcohol related establishments, etc.

The City of Starkville, with a population of 24,775, is a growing city in North Central Mississippi. The city of Starkville in the year of 2008 showed a 10% increase in population since 2000. According to the last census Starkville has moved into the 14<sup>th</sup> largest city in the State of Mississippi. This population does not count many students living in the county as well as on MSU campus. Starkville is the county seat of Oktibbeha County and home to the largest university in the state, Mississippi State University, with a student population of over 20,000. Mississippi State University has 92 countries represented by students and staff who contribute to a unique small town culture. The Starkville Police Department safeguards this diverse community consisting of our local citizens, international guests, commuting workers from surrounding counties as well as hundreds of thousands of visitors to our city each year. The Starkville Police Department has now grown to 55 sworn officers with 8 civilian support staff.

Starkville has seen an increase in population within the city and an increase in enrollment at Mississippi State University. Starkville is the hub of the Golden Triangle area, being located within twenty-five miles of Columbus and West Point. The City of Starkville, in addition to being the home to Mississippi State University, is also within twenty-five minutes of Mississippi University for Women and East Mississippi Community College. Starkville is also home to 1 public high school, 2 private high school, 6 public primary/middle schools and 2 private primary/middle schools.

During the school year, Starkville is host to thousands of visitors for various reasons including college sporting events, concerts, festivals and business events. Art and music festivals, such as Down in the District and Bulldog Bash, also bring a large number of visitors to the area. Estimated attendance at the Bulldog Bash, held in October 2014, was 34,000. The university and local businesses also host meetings and conferences throughout the year. During the past years, more bar and club establishments have been opened, cold beer sales were approved by the board of aldermen and bar hours were extended on the weekends as well in recent years. With the wide variety of the types of clubs, the nightlife in Starkville has grown and multiplied. In addition to festivals, concerts, rallies and sporting events, Starkville has become known as a place of rest and relaxation. Whether attending an event or relaxing and vacationing in town, the increased number of residents and visitors along with the extended club hours has increased the number of tickets and DUI citations consistently over the past years.

In addition to the increase in population at various times throughout the year, the City of Starkville also has four major highway systems that intersect inside the corporate limits. These are US Highway 82 and US Highway 12 that are east

FY16 Grant Application

west highways, and MS Highway 25 and MS Highway 389 that are north south highways. Three of the above mentioned highways are four lane highways with one being both four and two lane in some areas. According to the Mississippi Department of Transportation statistics for 2006, there are over 100,000 vehicles that travel through our municipality each day. These highways along with our city streets are becoming more dangerous due to the increasing number of traffic offenses being committed such as speeding, DUI, and other offenses that lead to traffic accidents.

Prior to the full implementation of traffic assisted grants in the city Starkville as well as the County saw between 5-10 fatalities on a yearly basis. Since the assistance of the grants have utilized by our department we are seeing these numbers drop to between 0-2 for the last 5 years. When talking with those arrested for DUI violations most have commented on the fact that they normally stay outside the city limits of Starkville because there is an understanding that if you are caught in the city of Starkville driving impaired that you will be arrested and convicted.

Starkville in recent years has also seen a drastic increase with those under the influence of either illegal or prescription narcotics. Due to this new trend SPD sent two officers to training in the field of Drug Recognition with one member now being an instructor in this field. This additional knowledge has helped in identifying those driving impaired for either alcohol or narcotics. More times than not we are finding offenders who are both alcohol and narcotic influenced. Many times this rules out the need for a full blown Drug Recognition. However, these officers are able to inform the arresting officer and many times get a statement once the driver sees that the officer knows the substance, what he is under the influence of. This information as well helps in the conviction of the offender.

With our continued efforts we are starting to see a decrease over a three year period in Motor Vehicle accidents in our city. We attribute this to the increased enforcement that our officers attempt every day. Over the past three years we have seen a total decrease over the three years but a increase looking at the last two. Due to the increase in traffic accidents in the City of Starkville, the Starkville Police Department is considering various ways to reduce accidents resulting in injury or death. This past year to assist more with traffic violations Starkville added two officers to become the first of many with the Motor Cycle Unit. Two Motor Cycles were purchased and after training two officers began to focus more on problems related to traffic. With all of this our department is seeing a steady decline in collisions mainly in part of the efforts of our officers in apprehending those impaired and enforcing safety belt restraints through education and citations.

Along with enforcing these traffic laws in a zero tolerance manner, the Starkville Police Department plans to educate our citizens on the laws as they apply to DUI, child restraints and seat belts. This education program has been implemented by increased media on the problem of DUI. News companies have been doing stories on the effects of alcohol and how different BAC's can affect a driver no matter his tolerance.

The Starkville Police Department will continue to be proactive in DUI Enforcement. With the assistance of the city prosecutor and municipal judge, offenders charged with DUIs, seat belt violations and other related citations would be convicted as charged. Officers of the Starkville Police Department are committed to keeping the community safe.

**Problem Identification**  
**Crash Data 2012-2014**

Data and statistical information can be found at: [www.highwaysafety.ms.gov](http://www.highwaysafety.ms.gov) This section must be filled out completely for all project applications. If data is unavailable, please insert (N/A) for not available. Enforcement use data related to your agency area. Public Information and Enforcement use focus area information.

<b>CRASH DATA</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>TOTALS</b>
Total Crashes	837	761	819	2417
Injury Crashes	158	141	152	451
Fatal Crashes	0	2	0	2
Alcohol Related Fatal Crashes	0	0	0	0
Drug Related Fatal Crashes	0	0	0	0
Speed Related Fatal Crashes	0	0	0	0
Fatal Motorcycle Crashes	0	0	0	0
Fatalities	0	2	0	2
Fatal drivers with BAC .08 or more	0	2	0	2
Unbelted Fatalities	0	1	0	1
Unbelted Crashes	15	19	18	52
Unbelted Injuries	6	14	7	27

**Additional Data Information:**

Data was collected through the use of Report Beam. This data shows a three year decrease and a one year increase. Over the last year, we lost one of the two DUI officers assigned to the grant and department. The second was promoted and we saw a decrease with only half of the officers issuing citations. After the first of the two left for another department and the second was promoted we began the process of selection for two new officers to fill the slots available. This decrease was consistent with the increase in collisions. Since, we have filled both positions and during the first month of 2015 we are seeing a massive increase in violations (57 DUI arrests).

**Problem Identification:**  
**Law Enforcement:**

**Total Number of Citations 2012-2014**

This section must be filled out completely for all project applications. Continuation grants, please provide "grant" funded citation information. If data is unavailable, please insert (NA) for not available.

<b>AGENCY CITATION DATA</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>TOTALS</b>
All Traffic Citations	13725	9979	8842	32546
Speed Citations	1605	1186	1260	4051
Seat Belt Citations	2861	1803	1846	6510
Child Safety Seat Citations	271	179	139	589
DUI Arrests (Alcohol)	398	350	385	1133
DUI Other (Drugs)	4	2	7	13
Number of Presentations Given	13	15	14	42
Number of Safety Fairs Participated In	1	1	1	3
Number of People Reached	1015	1000	1100	3115

**Additional Citation Information:**

Violations show a decrease in total number of citations. Other fields show an increase however with the aid of funding provided by the MOHS. In the middle part of 2013 until early 2014 Starkville Police Department went through a change in administrations. With the last administration officers were advised to decrease enforcement. With the new administration officers again are told that enforcement is a vital part of keeping our streets safe with regards to DUI, speed and restraint violations. Just in January 2015 alone SPD arrested 60 individuals for the violation of DUI with 3 of those being for an active warrant for DUI.

In relation to Grant funded citations for FY14 in the three areas of DUI, Seatbelt and Child Restraint, and Speed enforcement, the numbers are as follows.

DUI	309
Seat Belt and Child Restraint	202
Speed Enforcement	356

**Proposed Countermeasures:**  
**Target, Performance Measure and Strategies**

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

**Target:**

To reduce alcohol related crashes from 819 in 2014 to 780 by the end of FY16. To maintain (0) alcohol related fatalities from 2014 to (0) by the end of FY16.

**Performance Measure:**

To increase the number of DUI citations by 10% from 380 in FY14 to 418 DUI citations in FY16.

To increase the number of DUI/Other (drug) arrests by 50% from (4) in FY14 to (6) DUI/Other (Drug) arrests in FY16. Also to increase DRE evaluations from (1) in FY14 to (3) in FY16.

**Strategy:**

- Submit request for promotional items.
- Purchase approved equipment during the 1<sup>st</sup> Quarter
- Attend approved In State program related training conference
- Attend, at a minimum, four (4) MAHSL meetings during the grant year.
- Attend LEL Troop Network meeting.
- Conduct at least \_\_8\_\_ checkpoints during year. (If Applicable)
- Conduct at least \_\_8\_\_ saturation patrols during year. (If Applicable)
- Write a minimum of (104) DUI citations during each quarter, to reach 10% goal of (418) for FY16. (If Applicable)
- Agency will conduct a minimum of 12 school, community and/or public information presentation during the year.
- Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

**Proposed Countermeasures:**

**Program Coordination:**

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

Name of Chief/Sheriff/Partner: Chief R. Frank Nichols	Name of Project Director: Lieutenant
Phone Number: 662-323-4131	Phone Number: 662-323-4131
Email Address: r.nichols@cityofstarkville.org	Email Address: sword@cityofstarkville.org

Name of Financial Manager: Assistant Chief John C. Thomas	Name of Signatory Official: Mayor Parker Wiseman
Phone Number: 662-323-4131	Phone Number: 662-323-2525
Email Address: johncthomas@cityofstarkville.org	Email Address: p.wiseman@cityofstarkville.org

**Proposed Countermeasures:**

**Law Enforcement:**

Please provide the following:

Total Number of Officers:55

Total Number of Employees Who Work the Grant?54 are allowed Overtime through the grant  
One member of the grant is assigned to the monthly upkeep and reporting requirements of the grant.

Do you have interlocal agreements with other law enforcement agencies? If so, which agencies?

**Proposed Countermeasures:**

**Public Information and Enforcement (If Applicable):**

Please provide the following:

Total Number of Employees: N/A

Total Number of Employees Who Work the Grant?

Do you have other partners that you work with? If so, which partners?

**Proposed Countermeasures:**

<b>Personnel Title</b>	<b>% of Time</b>	<b>Hourly Salary</b>	<b># of Hours</b>	<b>Sub-total</b>	<b>Fringe</b>	<b>Line Total</b>
DUI Officer 1	100.00%	\$15.20	2229.5	\$33,888.40	\$7,929.89	\$41,818.29
DUI Officer 2	100.00%	\$15.20	2229.5	\$33,888.40	\$7,929.89	\$41,818.29
DUI Enforcement OT	100.00%	\$25.00	1200	\$30,000.00	\$0.00	\$30,000.00
LEL OT	100.00%	\$25.00	40	\$1,000.00	\$0.00	\$1,000.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
<b>TOTALS</b>					\$0.00	\$114,636.57

**Proposed Project Staff for Grant Responsibilities:**

Please submit information for proposed staff that will be funded with federal funds under the grant. Please note that the Overtime section of this grant that SPD will not request Fringe Benefits for the Overtime rate. We however, will request fringe on the two (2) DUI officer positions.

Officers that are involved in the grant process will be mainly focused on the enforcement of DUI offenses. These Officers will attend a briefing on most occasions prior to the enforcement activities. On most details a supervisor will be employed throughout the grant to manage officers and respond when needed to traffic stops during the details per the request of the chain of command. These supervisors will be on hand to assist our young department of officers of the daily course of duties while employed through the grant. Their priority will be to be available to assist these officers as well as conduct enforcement themselves while on duty. They will be out in the vehicle and on duty available for service calls from detail officers. These supervisors will conduct enforcement as well as a secondary priority but will be notified of the need of enforcement from supervisors as well. At the end of the details the supervisors will compile all paperwork and make copies of citations and overtime forms for record keeping if needed for future inspection by the MOHS. The two (2) Fully funded DUI officers will work hours approved by MOHS and will have the main priority of enforcement of DUI violations. These two officers in every year of the grant have been honored as one of Mississippi's DUI 100 club officers. Finally the duties as they relate to the LEL Duties listed above will be for travel TIME associated with the recruitment of new departments in the reporting requirements for blitz periods. Also this will fund the LEL for time spent travelling within the state for any training needed by MOHS.

**Proposed Countermeasures:**

**Public Information and Enforcement**

Please describe your plans for public information and education, to include, but not limited to media campaigns, public events, school presentations, etc. Please give information on how many per quarter.

Officers within the department routinely speak to those that will allow on the dangers of Drinking and Driving as well as the consequences and punishment if stopped for these violations. SPD takes very seriously the dangers of drinking and driving and the consequences that comes with this violation. One of the past DUI officers currently is a teacher in the States MASEP program. Another is an instructor in Defensive Driving where a portion of the class is on the dangers related to drinking and driving. In the past a local news paper editor road with the department to report on the dangers and consequences who left this position. Currently officers are trying to recruit a new media writer to ride with the department for this sole purpose. On a daily basis officers attached to our DARE program gather information from officers for teaching material to teach to students in the hopes that if started young enough in the future these numbers

will continue to decrease in our jurisdiction. The current LEL member in the department has made inroads with senior members of Fraternities and Sororities who have allowed the LEL to attend their monthly meeting and speak on the dangers of driving under the influence of drugs or alcohol. It is our hopes to continue this process through the grant to speak at least once a quarter to the minors at MSU on this subject.

**Travel:**

Include a detailed assessment of travel needs within the program area in which you are applying. Also include a cost estimate for all travel needs (airfare, hotel, per diem, mileage, parking, baggage and other travel related expenses. (Based on current state and federal guidelines)

DUI officers are required to be NHTSA – SFST (Standardized Field Sobriety Training) certified. STORM insures SFST instructors are re-certified every year with proper training and updated information regarding any new laws. Active DUI officers in Mississippi are SFST certified, and these officers are re-certified every two years. STORM conferences are held semi-annually and offer SFST officers refresher courses on new laws along with NHTSA – SFST curriculum updates and techniques concerning SFST. Officers are trained on various traffic equipment and curriculum. Local training facilities include Mississippi Law Enforcement Officers Training Academy in Pearl, Mississippi, and the North Mississippi Law Enforcement Academy in Tupelo, Mississippi. Of these types of training programs our officers attend the semiannual STORM Conference as well as all DUI training held in our area. Our DUI officers during their tinier are made DUI instructors for further knowledge. Employed by the Starkville Police Department are two officers that are trained and certified in the STATE DRE (Drug Recognition Expert) program. These officers continue their training in this field to assist the department in apprehension of drugged drivers as well. See below for requested cost of Training in the three areas discussed.

Purpose of Travel:	Number of People:	Cost:	Total:
STARS Conference	3	\$453.00	\$1,359.00
In State Training approved by MOH	3	\$388.00	\$1,164.00
DRE Conference	2	\$2,140.00	\$4,280.00
In State Training approved by MOH	3	\$388.00	\$1,164.00
Gratuity for Stars conference	1	\$92.00	\$92.00
Taxes for Stars Conference	1	\$94.50	\$94.50
			\$0.00
			\$0.00
<b>TOTALS</b>		<b>\$3,555.50</b>	<b>\$8,153.50</b>

**Travel Information:**

Training	Registration	Airfare	Hotel	PerDiem	Parking	Cab Fare	Baggage	Total
STARS			105.00X3X3	46.00X3X3				1359.00
In State Training	150.00X3		100.00X3	46.00X3X3				1164.00
In State Training	150.00X3		100.00X3	46.00X3X3				1164.00
DRE Conf.	225.00X2	800.00X2	770.00X2	46.00X5X2	30.00X1	50.00X2	25.00X4	4280.00
								Total 7,997.00

**Equipment:**

Please list the cost for each piece of equipment requested. Please note: Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment. All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Alcohol Screening Devices:  
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>
- Breath Alcohol Measurement Devices:  
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>
- Calibrating Units for Breath Alcohol Testers  
[http://www.dot.gov/sites/dot.dev/files/docs/20121022\\_CPL\\_Calibrating\\_Units.pdf](http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf)
- Radar Speed –Measuring Devices  
<http://www.nhtsa.gov/people/injury/enforce/SpeedMeasure/radarcp1dec162002.htm>
- Lidar Speed-Measuring Devices  
<http://icsw.nhtsa.gov/people/injury/enforce/SpeedMeasure/lidarcp1dec162002.pdf>

<b>Equipment</b>	<b># requested</b>	<b>Cost (each)</b>	<b>Line Total</b>
Body Worn Camera / In Car Camera	1	\$4,999.00	\$4,999.00
Body Worn Camera	1	\$1,200.00	\$1,200.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>TOTALS</b>			<b>\$6,199.00</b>

**Describe how equipment will be used for grant purposes:**

Starkville Police Department currently have two officers assigned to the DUI Enforcement Unit. These two officers are new to the unit replacing one officer that moved to another agency and one that was promoted. In the month of January 2015 these two officer arrested 54 individuals for the violation of DUI. Currently the Starkville Police Department utilizes a In Car Camera through digital ally. This camera is unique in the fact that when the officer initiates his emergency lights his body worn camera automatically starts as well. One officer has the upgraded camera that the department is trying to go to and both are in need of Body Worn Cameras for use with Field Sobriety and evidence gathered during the stop of the suspect.

**Policy:**

Please check and attach a current copy of the policies listed below. If you do not have the policy, please explain in the additional information section.

<b><u>Current Policy:</u></b>	<b><u>Yes &amp; Attached:</u></b>	<b><u>No:</u></b>
Seatbelt Policy	Yes	
Pursuit Policy	Yes	
Written Warning Policy	Yes	
Check Point Policy	Yes	
Saturation Patrol Policy	DUI Policy	
DUI Enforcement Policy	Yes	
Payroll Policy-Overtime	Yes	
Payroll Policy-Payroll Schedule (Payroll Period begin/end dates & check date)	Yes	
Payroll Policy-Leave Time (vacation, sick leave, holiday and compensation time)	Yes	
Seatbelt Survey Procedure Policy		No
Banning Text Messaging While Driving		No

Additional Information on Agency Policy:

# Mississippi Office of Highway Safety

## Agreement of Understanding and Compliance

The Agreement of Understanding and Compliance documents will be attached within the FY16 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. The following compliance certifications and assurances will be included in the Grant Agreement.

## State and Federal Certifications and Assurances

- I. REIMBURSEMENT OF ELIGIBLE EXPENSES
- II. ON-SITE MONITORING AND EVALUATION
- III. PROPERTY AGREEMENT
- IV. STAFFING
- V. GENERAL PROJECT REQUIREMENTS
- VI. UNALLOWABLE COST
- VII. NONDISCRIMINATION
- VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 USC 8103)
- IX. BUY AMERICA ACT
- X. POLITICAL ACTIVITY (HATCH ACT)
- XI. CERTIFICATION REGARDING LOBBYING
- XII. RESTRICTION ON STATE LOBBYING
- XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- XIV. POLICY ON SEATBELT USE
- XV. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING
- XVI. ENVIRONMENTAL IMPACT

## Additional MOHS Program Compliance Documents

The MOHS will include all program compliance documents in the FY16 Grant Agreement documents.

STATE CERTIFICATION AND ASSURANCE

Assurance Requirement of Subgrant Recipients:

In cooperation with the Mississippi Office of Highway Safety, all grant and/ or sub grant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or closeout of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MOHS grant manager, the MOHS director and/or the DPSP executive director of the planning for such an occurrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of off-set levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, The City of Starkville (grantee,sub-grantee,or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

\_\_\_\_\_  
Authorized Official's Signature (Grantee, Sub-grantee or Recipient)

\_\_\_\_\_  
Date

Parker Wiseman  
[Typed or Printed Name]

Mayor, City of Starkville  
[Person's Organizational Title]

\* \* \* \* \*

This original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

**LOCAL GOVERNMENTAL RESOLUTION**  
**AGREEMENT AND AUTHORIZATION TO APPLY**

WHEREAS, the \_\_\_\_\_ City of Starkville, Board of Aldermen \_\_\_\_\_  
(Governing Body of Unit of Government)

herein called the "APPLICANT" has thoroughly considered the problem addressed in the application (DUI Enforcement/ LEL Network Coordinator) and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE \_\_\_\_\_ City of Starkville Board of Aldermen \_\_\_\_\_  
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY of Starkville MISSISSIPPI,

THIS \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_ AS FOLLOWS:

1. That the project above is in the best interest of the Applicant and the general public.
2. That the \_\_\_\_\_ Chief of Police R. Frank Nichols \_\_\_\_\_ be authorized to file, on behalf of the  
(Name and Title of Representative)  
Applicant an application in the form prescribed by the Office of Highway Safety for federal funding in  
The amount of \$ 131,689.08 to be made to the Applicant defraying  
the cost of the (Federal Dollar Requested) project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of  
\$ -0- as required by the project.  
(Local Match Amount)
4. That certified copies of this resolution be included as part of the application referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: \_\_\_\_\_  
(Chairman/Mayor - Blue Ink)

Commissioner/Councilman \_\_\_\_\_ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman \_\_\_\_\_ and, was duly adopted.

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

Attest: \_\_\_\_\_

Seal

By: \_\_\_\_\_  
(Blue Ink)

# FY16 Proposed Cost Detail Support Sheet

1. Applicant Agency: City of Starkville		4. Activity:	
3. Ending: September 30, 2016		Federal Amount	DUI Enforcement/ LEL Network
5. Category & Line Item		Federal Amount	Total
Salary & Wages:			
Salary & Wages #1:	(2) DUI Full Time Officers at 15.20 an hour @ 2229.5 hrs	\$67,776.80	\$0.00
Salary & Wages #2:	Overtime for LEL duties at est \$25.00 an hour @ 40 hrs	\$1,000.00	\$1,000.00
Salary & Wages #3:	DUI Enforcement Overtime at estimated \$25.00 hr for 1200 hrs	\$30,000.00	\$0.00
<b>Total</b>		<b>\$98,776.80</b>	<b>\$98,776.80</b>
Fringe:			
FICA (7.65%-Employer) #1		\$5,184.93	\$0.00
FICA (7.65%-Employer) #2		\$0.00	\$0.00
Retirement (15.75%-Employer) #1		\$10,674.85	\$0.00
Retirement (15.75%-Employer) #2		\$0.00	\$0.00
<b>Total</b>		<b>\$15,859.77</b>	<b>\$15,859.77</b>
Travel: (Rate per diem-based on state and federal guidelines)			
Hotel	MS Stars Conferences-3 Nights @\$105.00 per night for 3 officers	\$945.00	\$0.00
Hotel	In-State Training- 2 Nights for \$100.00 for 3 officers	\$300.00	\$300.00
Hotel	In-State Training- 2 Nights for \$100.00 for 3 officers	\$300.00	\$300.00
Hotel	Annual DRE Conference for two DRE officers	\$1,540.00	\$1,540.00
Hotel Taxes @ 10%	Taxes for Stars Conf. only	\$94.50	\$94.50
Meals	Per Diem For MS Stars at 3 days @ \$46.00 a day for 3 officers	\$414.00	\$414.00
Meals	Per Diem for In State Training for 3 days @ 46.00 a day for 3 officers	\$414.00	\$414.00
Meals	Per Diem for In State Training for 3 days @ 46.00 a day for 3 officers	\$414.00	\$414.00
Meals	Per Diem for DRE Conference @ \$46.00 a day for 5 days for 2 officer	\$460.00	\$0.00
Gratuity @ 20%	Gratuity for Stars Conference only	\$92.00	\$0.00
Other:	Baggage, Cab, Parking, Airfare, Registration for DRE Conference 2 officers	\$2,280.00	\$0.00
Other:	Registration for both In State Training for 3 officers for 2 conferences	\$900.00	\$0.00
<b>Total</b>		<b>\$8,153.50</b>	<b>\$8,153.50</b>
Contractual Services:			
Contractual Services:	Shipping, Office Supplies for LEL Duties	\$300.00	\$0.00
Contractual Services:		\$0.00	\$0.00
Contractual Services:		\$0.00	\$0.00
<b>Total</b>		<b>\$300.00</b>	<b>\$300.00</b>
Equipment:			
Equipment:	Body Worn Camera / In Car Camera Combo for DUI Officer #1	\$4,999.00	\$0.00
Equipment:	Body Worn Camera for DUI Officer #2	\$1,200.00	\$0.00
Equipment:		\$0.00	\$0.00
<b>Total:</b>		<b>\$6,199.00</b>	<b>\$6,199.00</b>
Other Expenses:			
Other:	LEL Troop G District 5 Luncheons at \$800 per luncheon X 3 luncheons	2,400.00	0.00
Other:		0.00	0.00
Other:		0.00	0.00
<b>Total:</b>		<b>2,400.00</b>	<b>2,400.00</b>
<b>Total Grant</b>		<b>\$131,689.07</b>	<b>\$131,689.07</b>

# FY16 Overall Proposed Budget Summary

1. Applicant Agency: City of Starkville		3. Ending: September 30, 2016				
2. Beginning: October 1, 2015						
Funding Sources						
4. For MOHS Use Only	5. Activity	6. Federal	7. State	8. Program Income	9. Other (Local-Private)	10. Total
	DUI Officer X2/ DUI Overtime Enforcement/ LEL Network Coordinator	\$131,689.07				
<b>Total</b>		\$131,689.07	\$0.00	\$0.00	\$0.00	\$131,689.07



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE:  
PAGE: 1 of 1**

**SUBJECT: IPAD Wireless Communication Fund**

**AMOUNT & SOURCE OF FUNDING: \$7,609.60 Wireless Communication Fund**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: Starkville Police**

**DIRECTOR'S  
AUTHORIZATION: R. Frank Nichols  
CHIEF OF POLICE**

**FOR MORE INFORMATION CONTACT: Lt. Shawn Word**

**PRIOR BOARD ACTION: N/A**

**BOARD AND COMMISSION ACTION: N/A**

**PURCHASING: N/A**

**DEADLINE:**

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**AUTHORIZATION HISTORY:** This is a request for Starkville Police Department to draw down funds for the purchase of 10 IPADS with cases and keyboards. This funding if approved will be requested from the Wireless Communication fund assigned to the SPD.

**STAFF RECOMMENDATION:**

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City of Starkville

02/06/2015

**Recommended Hardware / Equipment:**

Name of Phone or PDA	Number of Users	C Spire Wireless Cost for Equipment / Replacement Pricing	Equipment Investment made by C Spire Wireless	C Spire Business Pricing (With Mail-in Rebate)	Special Equipment Pricing Provided for your Organization by C Spire	Out-of-Pocket Equipment Expense for Your Organization
iPad Air 2 64 G/AppleCare+	10	\$825.00	\$8,250.00	\$0.00	\$628.00	\$6,280.00
ZAGGkeys Folio Backlit Keyboard	10	\$99.99	\$999.90	\$0.00	\$69.99	\$699.90
Otter Box Defender	10	\$89.95	\$899.50	\$0.00	\$62.97	\$629.70
<b>C Spire Wireless Total Equipment Investment</b>				<b>Out of Pocket Equipment Expense for Your Organization</b>		<b>\$7,609.60</b>

**Authorization to Proceed:**

I AGREE TO THIS PROPOSAL AND GRANT AUTHORIZATION TO PROCEED WITH PREPARATION OF SERVICE AGREEMENTS, SUBJECT TO MY COMPANY'S FINAL REVIEW.

Prepared By: Courtney Hooker

Contact Information: 662-251-8779

Proposal Valid Until: 2-28-15

Authorized Signature

Date:

C Spire Client Account Executive  
Signature/ Date

\*Universal Service Fees, LNP Fee, and 911 Fees not Included; Universal Service Fee Subject to Change  
\*\*State Sales Tax Not Included; USF Fees Subject to Change



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE:  
PAGE: 1 of 1**

**SUBJECT: Police Traffic Safety Grant**

**AMOUNT & SOURCE OF FUNDING: \$34,966.20 Office of Highway Safety**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: Starkville Police**

**DIRECTOR'S  
AUTHORIZATION: R. Frank Nichols  
CHIEF OF POLICE**

**FOR MORE INFORMATION CONTACT: Lt. Shawn Word**

**PRIOR BOARD ACTION: N/A**

**BOARD AND COMMISSION ACTION: N/A**

**PURCHASING: N/A**

**DEADLINE:**

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**AUTHORIZATION HISTORY:** This request is for authorization to apply for a grant through the Office of Highway Safety. This grant is for funding for Overtime on the enforcement of traffic violations. This funding is for equipment, Training, and funds for LEL Luncheon in conjunction with the Click it or Ticket period.

**STAFF RECOMMENDATION:**

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## FY16SUBGRANT APPLICATION

**Mississippi Office of Highway Safety**

1025 North Park Drive

Ridgeland, MS 39157

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

mohs@dps.ms.gov

<p>1. Applicant Name: City of Starkville Starkville Police Department Mailing Address: 101 E. Lampkin St. Starkville, MS 39759</p> <p>Telephone: 662-323-4131 FAX: 662-324-4016 E-Mail: sword@cityofstarkville.org</p>	<p>2. Date: 2-17-2015</p> <p>3. Beginning and Ending Dates: October 1, 2015 thru September 30, 2016</p> <p>4. Subgrant Payment Method: <u>  X  </u> Cost Reimbursement Method</p> <p>5. CFDA # -</p> <p>6. DUNS # - 782430557</p> <p>7. FEIN #- 64-6001082</p> <p>8. Congressional District-MS03</p>
<p>9. Program Title: Police Traffic Safety Grant</p>	
<p>10. The following funds are requested: Overtime for enforcement in Traffic Safety, equipment for traffic safety, and funds for travel an LEL luncheon</p>	
A. COST CATEGORY	B. SOURCE OF FUNDS
(1) Personal Services-Salary      \$25,000.00	(1) Federal
(2) Personal Services-Fringe      \$	(2) State
(3) Contractual Services      \$	(3) Local
(4) Travel      \$2,576.20	(4) Other
(5) Equipment      \$6,590.00	
(6) Other      \$800.00	
<b>TOTAL</b> <b>\$34,966.20</b>	<b>TOTAL</b> <b>\$34,966.20</b>
<p>11. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:</p> <p style="margin-left: 40px;"> <b>Project Identification</b>      <b>Proposed Countermeasures</b>  <b>Travel</b>      <b>Equipment</b>  <b>Budget Summary</b>      <b>Cost Summary Support Sheet</b>  <b>Agreement of Understanding &amp; Compliance Agreement and Authorization to Apply</b> </p> <p>All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.</p>	
<p>12. Approved Signature of Authorized Official (Mayor/Board of Supervisor President) for Jurisdiction to Apply:</p>	<p>MOHS USE Only:</p>
<p>Signature _____ Date _____</p> <p>Print Name: Parker Wiseman Title: Mayor, City of Starkville</p>	

**Problem Identification:**

**Location:**

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

City Name:	Starkville, MS
County Name:	Oktibbeha County
Surrounding Counties:	Winston, Clay, Lowndes, Webster, Choctaw, Noxubee
Troop District:	District 5

**Problem Identification**

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

Number of Square Miles:	290
Number of Population:	24,775
Major Roadways in the Area:	Hwy 182, Hwy 82, Hwy 25, Hwy 12, Hwy 389

**Summary:**

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, community events, alcohol related establishments, etc.

The City of Starkville, with a population of just over 24,000, is a growing city in North Central Mississippi. The city of Starkville in the year of 2008 showed a 10% increase in population since 2000. According to the last census Starkville has moved into the 14<sup>th</sup> largest city in the State of Mississippi. Starkville is the county seat of Oktibbeha County and home to the largest university in the state, Mississippi State University, with a student population of over 20,000. Mississippi State University has 92 countries represented by students and staff who contribute to a unique small town culture. The Starkville Police Department safeguards this diverse community consisting of our local citizens, international guests, commuting workers from surrounding counties as well as tens of thousands of visitors to our city each year. The Starkville Police Department has now grown to 55 sworn officers with 8 civilian support staff.

Starkville has seen an increase in population within the city and an increase in enrollment at Mississippi State University. Starkville is the hub of the Golden Triangle area, being located within twenty-five miles of Columbus and West Point. The City of Starkville, in addition to being the home to Mississippi State University, is also within twenty-five minutes of Mississippi University for Women and East Mississippi Community College. Starkville is also home to 1 public high school, 2 private high school, 6 public primary/middle schools and 2 private primary/middle schools.

During the school year, Starkville is host to thousands of visitors for various reasons including college sporting events, concerts, festivals and business events. Art and music festivals, such as Down in the District and Bulldog Bash, also bring a large number of visitors to the area. Estimated attendance at the Bulldog Bash, held in September 2014, was 35,000. The university and local businesses also host meetings and conferences throughout the year. During the past year, more bar and club establishments have been opened, cold beer sales were approved by the board of aldermen and bar hours were extended on the weekends as well in recent years. With the wide variety of the types of clubs, the nightlife in Starkville has grown and multiplied. In addition to festivals, concerts, rallies and sporting events, Starkville has become known as a place of rest and relaxation. Whether attending an event or relaxing and vacationing in town, the increased number of residents and visitors along with the extended club hours has increased the number of seat belt tickets consistently over the past years.

In addition to the increase in population at various times throughout the year, the City of Starkville also has four major highway systems that intersect inside the corporate limits. These are US Highway 82 and US Highway 12 that are east west highways, and MS Highway 25 and MS Highway 389 that are north south highways. Three of the above mentioned

highways are four lane highways with one being both four and two lane in some areas. According to the Mississippi Department of Transportation statistics for 2006, there are over 100,000 vehicles that travel through our municipality each day. These highways along with our city streets are becoming more dangerous due to the increasing number of traffic offenses being committed such as speeding, DUI, seat belt, and other offenses that lead to traffic accidents and injuries from not wearing proper restraint devices.

Prior to the full implementation of traffic assisted grants in the city Starkville as well as the County saw between 5-10 fatalities on a yearly basis. Since the assistance of the grants that are utilized by our department we are seeing these numbers drop to between 0-2 for the last 5 years. When talking with those in the community it is obvious that the work done in relation to Seat Belt usage is being taken seriously. These people comment on the fact that if caught not wearing a seat belt a citation is most likely the outcome if seen by an officer.

With our continued efforts we are seeing a slight drop over a three year period in the citations for Seat Belt and it is becoming more and more difficult to locate these offenses as officers are riding around. We attribute this to the increased enforcement that our officers attempt every day. Due to the increase in traffic accidents in the City of Starkville, the Starkville Police Department is considering various ways to reduce accidents resulting in injury or death. In the past years to assist more with traffic violations Starkville added two officers that will be the first in 20 years to start back up the Motor Cycle Unit. Two Motor Cycles were purchased and after training two officers began to focus more on problems related to traffic. With all of this our department is seeing a steady decline in collisions mainly in part of the efforts of our officers in apprehending those impaired and enforcing safety belt restraints through education and citations. These officers comment on the fact that the main citation that they issue is in relation to Seat Belt offenses.

Along with enforcing these traffic laws in a zero tolerance manner, the Starkville Police Department plans to educate our citizens on the laws as they apply to child restraints and seat belts. This education program has been implemented by increased media on the problem of Seat Belt usage.

The Starkville Police Department will continue to be proactive in Seat Belt Enforcement which is shown by the fact that when officers see overtime available for Seat Belt enforcement this is the first category that is signed up for. With the assistance of the city prosecutor and municipal judge, offenders charged with seat belt violations and other related citations would be convicted as charged. Officers of the Starkville Police Department are committed to keeping the community safe.

**Problem Identification**  
**Crash Data 2012-2014**

Data and statistical information can be found at: [www.highwaysafety.ms.gov](http://www.highwaysafety.ms.gov) This section must be filled out completely for all project applications. If data is unavailable, please insert (N/A) for not available. Enforcement use data related to your agency area. Public Information and Enforcement use focus area information.

<b>CRASH DATA</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>TOTALS</b>
Total Crashes	837	761	819	2417
Injury Crashes	158	141	152	451
Fatal Crashes	0	2	0	2
Alcohol Related Fatal Crashes	0	0	0	0
Drug Related Fatal Crashes	0	0	0	0
Speed Related Fatal Crashes	0	0	0	0
Fatal Motorcycle Crashes	0	0	0	0
Fatalities	0	2	0	2
Fatal drivers with BAC .08 or more	0	2	0	2
Unbelted Fatalities	0	1	0	1
Unbelted Crashes	15	19	18	52
Unbelted Injuries	6	14	7	27

**Additional Data Information:**

Data was collected through the use of Report Beam. This data shows a three year decrease and a one year increase. In 2015 Starkville Police Department formed a true Traffic Unit with a Chain of Command. One of the items that we are looking at is mapping where collisions occur most in our city and focusing our traffic unit in this area to lower violations and continued enforcement and presence which has shown to lower collisions.

**Problem Identification:**  
**Law Enforcement:**

**Total Number of Citations 2012-2014**

This section must be filled out completely for all project applications. Continuation grants, please provide "grant" funded citation information. If data is unavailable, please insert (NA) for not available.

<b>AGENCY CITATION DATA</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>TOTALS</b>
All Traffic Citations	13725	9979	8842	32546
Speed Citations	1605	1186	1260	4051
Seat Belt Citations	2861	1803	1846	6510
Child Safety Seat Citations	271	179	139	589
DUI Arrests (Alcohol)	398	350	385	1133
DUI Other (Drugs)	4	2	7	13
Number of Presentations Given	13	15	14	42
Number of Safety Fairs Participated In	1	1	1	3
Number of People Reached	1015	1000	1100	3115

**Additional Citation Information:**

Violations show a decrease in total number of citations. Other fields show an increase however with the aid of funding provided by the MOHS. In the middle part of 2013 until early 2014 Starkville Police Department went through a change in administrations. With the last administration officers were advised to decrease enforcement. With the new administration officers again are told that enforcement is a vital part of keeping our streets safe with regards to DUI, speed and restraint violations. In relation to Grant funded citations for FY14 in the three areas of DUI, Seatbelt and Child Restraint, and Speed enforcement, the numbers are as follows. These numbers represent the Occupant Protection numbers only on Grant Funded

DUI	2
Seat Belt and Child Restraint	965
Speed Enforcement	99

**Proposed Countermeasures:**  
**Target, Performance Measure and Strategies**

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

**Targets:**

To reduce the number of crashes involving non belted passengers or occupants from (18) in FY14 to (15) by the end of FY16; to reduce the number of injury crashes from (152) in FY14 to (135) by the end of FY16; reduce the number of unbelted injuries from (7) in FY14 to (5) by the end of FY16.

**Performance Measures:**

Increase grant funded Seat Belt Citations by 10% or from (928) in 2015 to (1020) in FY16, grant funded child restraint citations from 10% from (37) in fy14 to (41) in FY16 and grant funded speed citations by 20% from (99) in FY14 to (120) in FY16.

**Strategies:**

Over Time enforcement

Publicize patrol activities

Participate in national and state campaigns (Click it or Ticket)

STEP enforcement specific to OP & Speed

Meet quarterly with the Mississippi Office of Highway Safety to receive information to disseminate among all law enforcement agencies and community partners in the assigned troop district.

Support the Mississippi Office of Highway Safety in organizing and conducting law enforcement-related events related to crackdowns and mobilizations at the State or local level and other events as needed.

Meet with agencies to improve their ability to plan and execute enforcement based on a data-driven approach of knowing where and when motor vehicles crashes and fatalities occur.

Schedule and coordinate LEL network meeting each quarter and disseminate current trending information and updates to attending officers and community partners.

Increase the participation in respective troop district.

Assist law enforcement agencies as needed to insure their participating and reporting of enforcement results and activities.

Conduct at least one site visit per quarter with assigned sub-grantees in their troop district to assist with applications, grant documentation, mini grants and/or planning grant activities.

The LEL will attend national, state, and regional LEL and other traffic safety program meetings, as directed by MOHS.

Support additional assigned activities, tasks or directives initiated by MOHS and NHTSA.

Participate and promote MAHSL among state, federal safety partners and other law enforcement personnel.

**Strategy continued:**

- Submit request for promotional items.
- Attend, at a minimum, four (4) MAHSL meetings during the grant year.
- Plan a LEL Troop Network meeting.
- Conduct at least \_\_12\_\_ checkpoints during year. (If Applicable)
- Conduct at least \_\_12\_\_ saturation patrols during year. (If Applicable)
- Write a minimum of (250) \_Seatbelt citation during year, to reach 10\_% goal of.(1000) for FY16. (If Applicable)
- Agency will conduct a minimum of \_\_12\_\_ school, community and/or public information presentation during the year.
- Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

**Proposed Countermeasures:**

**Program Coordination:**

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

Name of Chief/Sheriff/Partner: Chief R. Frank Nichols	Name of Project Director: Lt. Shawn Word
Phone Number: 662-323-4131	Phone Number: 662-323-4131
Email Address: <a href="mailto:r.nichols@cityofstarkville.org">r.nichols@cityofstarkville.org</a>	Email Address: <a href="mailto:sword@cityofstarkville.org">sword@cityofstarkville.org</a>

Name of Financial Manager: Assistant Chief John C. Thomas	Name of Signatory Official: Mayor Parker Wiseman
Phone Number: 662-323-4131	Phone Number: 662-323-2525
Email Address: <a href="mailto:johncthomas@cityofstarkville.org">johncthomas@cityofstarkville.org</a>	Email Address: <a href="mailto:p.wiseman@cityofstarkville.org">p.wiseman@cityofstarkville.org</a>

**Proposed Countermeasures:**

**Law Enforcement:**

Please provide the following:

Total Number of Officers:55

Total Number of Employees Who Work the Grant? 54 officers are available to work overtime in relation to the grant. However, one officer is assigned to the day to day upkeep of paperwork and reporting requirements in relation to the grant.

Do you have interlocal agreements with other law enforcement agencies? If so, which agencies?  
Yes, Mississippi State University, Oktibbeha County Sheriff's Department. Starkville PD is also a member of a S.M.A.C. Statewide Mutual Aid Compact that is enacted wherever help is requested in writing. Through past Grant funding SPD has also assisted many agencies within our Troop District with the use of a DUI trailer granted to us through the Office of Highway Safety and technical assistance in grant needs.

**Proposed Countermeasures:**

**Public Information and Enforcement (If Applicable):**

Please provide the following:

Total Number of Employees:N/A

Total Number of Employees Who Work the Grant?

Do you have other partners that you work with? If so, which partners?

Personnel Title	% of Time	Hourly Salary	# of Hours	Sub-total	Fringe	Line Total
Overtime for Enforcemen	100.00%	\$25.00	1000	\$25,000.00	\$0.00	\$25,000.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
<b>TOTALS</b>					\$0.00	\$25,000.00

**Proposed Countermeasures:**

**Proposed Project Staff for Grant Responsibilities:**

Please submit information for proposed staff that will be funded with federal funds under the grant.

Officers that are involved in the grant process will be mainly focused on the enforcement of seat belt and child safety seat enforcement along with all other traffic violations. These officers will attend a briefing on most occasions prior to the enforcement activities. On most details a supervisor will be employed through the grant to manage officers and respond when needed to traffic stops during the details per the request of the chain of command. These supervisors will be on hand to assist our young department of officers of the daily course of duties while employed through the grant. Their priority will be to be available to assist these officers as well as conduct enforcement themselves while on duty. They will be out in the vehicle and on duty available for service to calls from detail officers. These supervisors will conduct enforcement as well as a secondary priority but will be notified of the need of enforcement from supervisors as well. At the end of details the supervisors will compile all paperwork and make copies of citations and overtime forms for record keeping if needed for future inspection by the MOHS. No Fringe Benefits are being requested and will be funded by our department in regards to overtime.

**Proposed Countermeasures:**

**Public Information and Enforcement**

Please describe your plans for public information and education, to include, but not limited to media campaigns, public events, school presentations, etc. Please give information on how many per quarter.

Officers within the department routinely speak to those that will allow on the dangers of not being properly restrained as well as the consequences of punishment is stopped for a these violations. SPD take very seriously the dangers of not being restrained and the injuries that can come from being in a collision without a restraint device. One of the past DUI officers currently is a teacher in the States MASEP program. Another is an instructor in Defensive Driving where a portion of the class is on Seat Belt usage and the dangers related to not wearing the Seat Belt. In the past a local news paper editor road with the department to report on the dangers and consequences who left this position. Currently officers are trying to recruit a new media writer to ride with the department for this sole purpose. On a daily basis officers attached to our DARE program gather information from officers for teaching material to teach to students in the hopes that if started young enough in the future these numbers will continue to decrease in our jurisdiction. The current LEL member in the department has made inroads with senior members of Fraternities and Sororities who have allowed the LEL to attend their monthly meeting and speak on the dangers of not being

restrained. It is our hopes to continue this process through the grant to speak at least once a quarter to the minors at MSU on this subject.

**Travel:**

Include a detailed assessment of travel needs within the program area in which you are applying. Also include a cost estimate for all travel needs (airfare, hotel, per diem, mileage, parking, baggage and other travel related expenses. (Based on current state and federal guidelines)

Purpose of Travel:	Number of People:	Cost:	Total:
MS Stars Conference	2	\$453.00	\$906.00
Gratuity for Stars Conference	1	\$55.20	\$55.20
Taxes for Stars Conference	1	\$63.00	\$63.00
In State Training Semi Annual	2	\$388.00	\$776.00
In State Training Semi Annual	2	\$388.00	\$776.00
			\$0.00
			\$0.00
			\$0.00
<b>TOTALS</b>		<b>\$1,347.20</b>	<b>\$2,576.20</b>

**Travel Information:**

Training	Registration	Taxes	Hotel	PerDiem	Gratuity	Total
STARS		63.00X1	105.00X3X2	46.00X3X2	55.20X1	1024.20
In State Training	150.00X2		100.00X2	46.00X3X2		776.00
In State Training	150.00X2		100.00X2	46.00X3X2		776.00

Officers are required to attend State training for Law Enforcement. Once this has been completed and Officers are released for solo patrol they are asked and explained on the laws as they relate to Seat Belt enforcement and Child Safety Seat enforcement. Throughout the year officers will talk about the Child Safety laws as they are more extensive. In the field of Child Restraint citations officers are usually on board with this offense. After being involved in collisions with injuries it is pointed out to the newer officers the damage that was done to the occupant and the officer is asked and discussed with what the damages would have been if they had just worn a Seat Belt. Officers as well routinely come to the LEL staff (Lt. Word) to ask questions about what citations can be issued when encountering these violations. These training seminars can be located locally within the State at the semi annual STORM Conference and/or the annual STARS Conference where both motor officers have received awards on a yearly basis.

**Equipment:**

Please list the cost for each piece of equipment requested. Please note: Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment. All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Alcohol Screening Devices:  
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>
- Breath Alcohol Measurement Devices:  
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>
- Calibrating Units for Breath Alcohol Testers  
[http://www.dot.gov/sites/dot.dev/files/docs/20121022\\_CPL\\_Calibrating\\_Units.pdf](http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf)
- Radar Speed –Measuring Devices  
<http://www.nhtsa.gov/people/injury/enforce/SpeedMeasure/radarcpldec162002.htm>
- Lidar Speed-Measuring Devices  
<http://icsw.nhtsa.gov/people/injury/enforce/SpeedMeasure/lidarcpldec162002.pdf>

<b>Equipment</b>	<b># requested</b>	<b>Cost (each)</b>	<b>Line Total</b>
Body Camera for Motor Officers	2	\$1,200.00	\$2,400.00
Stalker Radar for Motor Officers	2	\$2,095.00	\$4,190.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>TOTALS</b>			<b>\$6,590.00</b>

**Describe how equipment will be used for grant purposes:**

The equipment requested will be utilized for the departments motor officers assigned to the traffic unit. These two officers write over 1000 citations on a yearly basis. The use of video cameras will assist these two with capturing evidence while on the stop as well as driving errors. These cameras are consistant with the cameras currently being used within the department. The second piece of equipment is Stalker Radars for the motor officers. Currently an upgrade is needed for these two officers who are regularly working overtime functions on the Police Traffic Safety Grant. These radars are water proof which is needed for use with a motor cycle.

**Policy:**

Please check and attach a current copy of the policies listed below. If you do not have the policy, please explain in the additional information section.

<b><u>Current Policy:</u></b>	<b><u>Yes &amp; Attached:</u></b>	<b><u>No:</u></b>
Seatbelt Policy	Yes	
Pursuit Policy	Yes	
Written Warning Policy	Yes	
Check Point Policy	Yes	
Saturation Patrol Policy	Yes	
DUI Enforcement Policy	Yes	
Payroll Policy-Overtime	Yes	
Payroll Policy-Payroll Schedule (Payroll Period begin/end dates & check date)	Yes	
Payroll Policy-Leave Time (vacation, sick leave, holiday and compensation time)	Yes	
Seatbelt Survey Procedure Policy	Yes	
Banning Text Messaging While Driving	In Progress	

Additional Information on Agency Policy:

# Mississippi Office of Highway Safety

## Agreement of Understanding and Compliance

The Agreement of Understanding and Compliance documents will be attached within the FY16 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. The following compliance certifications and assurances will be included in the Grant Agreement.

### State and Federal Certifications and Assurances

- I. REIMBURSEMENT OF ELIGIBLE EXPENSES
- II. ON-SITE MONITORING AND EVALUATION
- III. PROPERTY AGREEMENT
- IV. STAFFING
- V. GENERAL PROJECT REQUIREMENTS
- VI. UNALLOWABLE COST
- VII. NONDISCRIMINATION
- VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 USC 8103)
- IX. BUY AMERICA ACT
- X. POLITICAL ACTIVITY (HATCH ACT)
- XI. CERTIFICATION REGARDING LOBBYING
- XII. RESTRICTION ON STATE LOBBYING
- XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- XIV. POLICY ON SEATBELT USE
- XV. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING
- XVI. ENVIRONMENTAL IMPACT

### Additional MOHS Program Compliance Documents

The MOHS will include all program compliance documents in the FY16 Grant Agreement documents.

STATE CERTIFICATION AND ASSURANCE

**Assurance Requirement of Subgrant Recipients:**

In cooperation with the Mississippi Office of Highway Safety, all grant and/ or sub grant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or closeout of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MOHS grant manager, the MOHS director and/or the DPSP executive director of the planning for such an occurrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of off-set levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, The City of Starkville (grantee,sub-grantee,or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

\_\_\_\_\_  
Authorized Official's Signature (Grantee, Sub-grantee or Recipient)

\_\_\_\_\_  
Date

Parker Wiseman  
[Typed or Printed Name]

Mayor, City of Starkville  
[Person's Organizational Title]

\* \* \* \* \*

This original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.



# FY16 Proposed Cost Detail Support Sheet

1. Applicant Agency:		City of Starkville	
2. Beginning:	October 1, 2015	3. Ending:	September 30, 2016
5. Category & Line Item	6. Description of item and/or Basis for Valuation	4. Activity:	Police Traffic Safety
		Federal Amount Requested	Total Other Amounts (Match)
Total			
Salary & Wages:			
Salary & Wages #1:	Overtime for Traffic Enforcement at avg \$25.00 for avg of 1000 hours	\$25,000.00	\$0.00
Salary & Wages #2:			\$0.00
<b>Total</b>		<b>\$25,000.00</b>	<b>\$0.00</b>
Fringe:			
FICA (7.65%-Employer) #1		\$0.00	\$0.00
FICA (7.65%-Employer) #2		\$0.00	\$0.00
Retirement (15.75%-Employer) #1		\$0.00	\$0.00
Retirement (15.75%-Employer)#2		\$0.00	\$0.00
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>
Travel: (Rate per diem-based on state and federal guidelines)			
Hotel	MS Stars Conference for two members of the Traffic Unit	\$630.00	\$0.00
Hotel	In Service Training at STORM Semi Annual	\$776.00	\$0.00
Hotel	In Service Training at STORM Semi Annual	\$776.00	\$0.00
Hotel Taxes @ 10%		\$63.00	\$0.00
Meals	Per Diem at a rate of \$46.00 a day for 3 days for 2 officers	\$276.00	\$0.00
Gratuuity @ 20%		\$55.20	\$0.00
Other:		\$0.00	\$0.00
Other:		\$0.00	\$0.00
<b>Total</b>		<b>\$2,576.20</b>	<b>\$0.00</b>
Contractual Services:			
Contractual Services:		\$0.00	\$0.00
Contractual Services:		\$0.00	\$0.00
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>
Equipment:			
Equipment:	(2) Stalker Water Proof Radars for use with the Motor Traffic Unit	\$4,190.00	\$0.00
Equipment:	(2) Body Worn Cameras for use with the Motor Traffic Unit	\$2,400.00	\$0.00
Equipment:		\$0.00	\$0.00
<b>Total:</b>		<b>\$6,590.00</b>	<b>\$0.00</b>
Other Expenses:			
Other:	Luncheon for LEL Networking in conjunction with Click it or Ticket	800.00	0.00
Other:			0.00
Other:			0.00
<b>Total:</b>		<b>800.00</b>	<b>0.00</b>
<b>Total Grant</b>		<b>\$34,966.20</b>	<b>\$0.00</b>
			<b>\$34,966.20</b>

# FY16 Overall Proposed Budget Summary

1. Applicant Agency: City of Starkville		3. Ending: September 30, 2016				
2. Beginning: October 1, 2015						
Funding Sources						
4. For MOHS Use Only	5. Activity	6. Federal	7. State	8. Program Income	9. Other (Local-Private)	10 .Total
	Police Traffic Safety	\$34,966.20				
<b>Total</b>		<b>\$34,966.20</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$34,966.20</b>



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE:  
PAGE: 1 of 1**

**SUBJECT: ANNUAL FITNESS TESTING**

**AMOUNT & SOURCE OF FUNDING: \$16,770.00**

**LINE ITEM 001-201-600-319**

**FISCAL NOTE:**

**REQUESTING  
DEPARTMENT: POLICE**

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:**

**R. FRANK NICHOLS  
CHIEF**

**PRIOR BOARD ACTION:**

**BOARD AND COMMISSION ACTION:**

**PURCHASING:**

**DEADLINE:**

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**ADDITIONAL INFORMATION: Request authorization to use North Greenville Fitness in the amount of \$16,770.00 for the Annual Starkville Police Department Fitness Testing.**

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**STAFF RECOMMENDATION:**

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, K, 1  
AGENDA DATE: 3/2/15  
PAGE: 1 of 1**

**SUBJECT: REQUEST APPROVAL TO ADVERTISE FOR SEALED BIDS TO REPLACE A FAILING FORCE MAIN AND GRAVITY SEWER SYSTEM ON BANYAN ROAD**

**FOR MORE INFORMATION CONTACT: Doug Devlin, 323-3133, ext. 131**

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This is a priority project because of the serious implications of a line collapse.

Funding for this project was placed in our request for priority ranking for 2015 WPCRLF financing with the Mississippi Department of Environmental Quality.

Approval to advertise and receive bids is recommended.

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, K, 2  
AGENDA DATE: 3/2/15  
PAGE: 1 of 1**

**SUBJECT: REQUEST APPROVAL TO ADVERTISE FOR SEALED BIDS TO UPGRADE  
SEWER PUMP STATIONS AS REQUIRED BY EPA AOC CWA-04-2013-4761**

**FOR MORE INFORMATION CONTACT: Doug Devlin, 323-3133, ext. 131**

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These upgrades are a requirement of the AOC with EPA.

Funding for this project was placed in our request for priority ranking for 2015 WPCRLF financing with the Mississippi Department of Environmental Quality.

Approval to advertise and receive bids is recommended.

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:** XI, K, 3  
**AGENDA DATE:** 3/2/15  
**PAGE:** 1 of 1

**SUBJECT:**

REQUEST APPROVAL TO ADVERTISE FOR SEALED BIDS FOR CAST IN PLACE PIPE INSTALLATION SERVICES AS REQUIRED BY EPA AOC CWA-04-2013-4761

**FOR MORE INFORMATION CONTACT:** Doug Devlin, 323-3133, ext. 131

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These services are required to rehabilitate sewer pipes with PACP Class 5 defects where open trench replacement is not feasible.

Rehabilitating these pipes are a requirement of the EPA AOC.

Funding for this work was placed in our request for priority ranking for 2015 WPCRLF financing with the Mississippi Department of Environmental Quality.

Approval to advertise and receive bids is recommended.

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**CITY OF STARKVILLE**

**AGENDA DATE: March 3, 2015**

**PAGE: 1**

**RECOMMENDATION FOR BOARD ACTION**

**SUBJECT:** Consideration of authorizing H & O Truck and Trailer to repair the 2006 Mack Front Loader Garbage Truck in the amount of \$23,650.

**AMOUNT & SOURCE OF FUNDING:** 2015-2016 Fiscal Budgets

**FISCAL NOTE:**

**REQUESTING**

**DEPARTMENT:** Sanitation &  
Environmental Services

**DIRECTOR'S**

**AUTHORIZATION:** Emma Gibson-Gandy  
Director

**FOR MORE INFORMATION CONTACT:** Emma Gibson-Gandy

**FOR MORE INFORMATION CONTACT:** N/A

**PRIOR BOARD ACTION:**

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**AUTHORIZATION HISTORY:**

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**STAFF RECOMMENDATION/SUGGESTED MOTION: Move approval to authorize H & O Truck and Trailer Repair, LLC, to repair the 2006 Mack Front Loader Garbage Truck in the amount of \$23,650.**

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H&O TRUCK&TRAILER REPAIR L.L.C.

# Estimate

1561 HWY 45N  
WEST POINT,MS. 39773

DATE	ESTIMATE #
1/20/2015	639

NAME / ADDRESS
CITY OF STARKVILLE SANITATION DIVISON 101 LAMPKIN ST STARKVILLE MS 39759

P.O. NO.	REP	MODEL	SER#
		PO	MACK #92A

ITEM	DESCRIPTION	QTY	COST	TOTAL
MISC	ENGINE	1	18,500.00	18,500.00
MISC	LABOR AND MISC SUPPLIES	1	5,000.00	5,000.00
SHOP SUPPLIES	MISC SUPPLIES		3.00%	150.00
			<b>TOTAL</b>	\$23,650.00