



# **OFFICIAL ELECTRONIC PACKET**

**CITY OF STARKVILLE, MISSISSIPPI**

**AUGUST 4, 2015**



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

REGULAR MEETING OF TUESDAY, AUGUST 4, 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**
- V. **ANNOUNCEMENTS AND COMMENTS**
  - A. MAYOR'S COMMENTS:  
NEW EMPLOYEE INTRODUCTIONS:
    - Mary Brooks—Sanitation Driver
    - Resheada Doss—Police Officer
    - Billye Asherbranner—Utilities Executive Administrative Assistant
  - B. BOARD OF ALDERMEN COMMENTS:
- VI. **CITIZEN COMMENTS**
- VII. **PUBLIC APPEARANCES**

A REPORT FROM THE PARK ADVISORY COMMITTEE.

**VIII. PUBLIC HEARING**

A PUBLIC HEARING ON A CONDITIONAL USE FOR THE STARKVILLE OKTIBBEHA SCHOOL DISTRICT FOR THE PLACEMENT OF EDUCATIONAL FACILITIES AT ARMSTRONG MIDDLE SCHOOL.

**IX. MAYOR'S BUSINESS**

**X. BOARD BUSINESS**

- A. CONSIDERATION OF THE APPOINTMENT OF PATRICK MILLER TO THE PLANNING AND ZONING COMMISSION, WARD 5, FOR A TERM TO END JUNE 30, 2021.
- B. CONSIDERATION OF REQUESTS FOR OUTSIDE CONTRIBUTION BY GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT.
- C. CONSIDERATION OF ACCEPTING APPROVAL OF A TAX EXEMPTION FOR C SPIRE FROM THE DEPARTMENT OF REVENUE.
- D. CONSIDERATION OF THE APPROVAL OF REQUEST FOR ADDITIONAL GRANT FUNDS FROM MDA FOR PHASE II CONSTRUCTION CONTRACT FOR THE PARKING GARAGE.
- E. CONSIDERATION OF CHANGE ORDER NUMBER FIVE FOR PHASE II CONSTRUCTION CONTRACT RELATED TO THE PARKING GARAGE AND RE-ALIGN CDBG BUDGET TO REFLECT CONSTRUCTION CHANGE ORDER.
- F. CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY.
- G. CONSIDERATION OF THE CITY OF STARKVILLE PARKS AND RECREATION COMPREHENSIVE MASTER PLAN REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN SERVICES.

**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 CONDITIONAL USE REQUEST FOR EDUCATIONAL FACILITIES AT ARMSTRONG MIDDLE SCHOOL.

C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ENGINEERING

1. REQUEST APPROVAL TO APPROVE CHANGE ORDER NO. 1 FOR BURNS DIRT CONSTRUCTION FOR THE HUNTINGTON PARK DRAINAGE PROJECT IN THE AMOUNT OF 44,529.51.

E. FINANCE AND ADMINISTRATION

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

2. REQUEST APPROVAL OF LEASE/PURCHASE AGREEMENT WITH TRUSTMARK NATIONAL BANK.

F. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

G. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. PARKS

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A

**VACANT POSITION OF POLICE OFFICER.**

2. **REQUEST AUTHORIZATION TO HIRE RICARDO MOORE TO FILL A VACANT POSITION OF MAINTENANCE WORKER IN THE STREET DEPARTMENT.**
3. DISCUSSION AND CONSIDERATION OF THE JOB DESCRIPTION FOR THE ASSISTANT TO THE MAYOR AND BOARD OF ALDERMEN.

J. POLICE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

K. SANITATION DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR RUSSELL HAMILTON AND JASON HORNER TO TRAVEL TO CHATTANOOGA, TN, FOR TVPPA UTILITY LAW CLASS AUGUST 18-19 FOR A TOTAL COST NOT TO EXCEED \$3,000 WITH ADVANCE TRAVEL. THIS IS A CONTINUATION OF THE TVPPA CERTIFIED POWER EXECUTIVE PROGRAM. THIS COURSE REVIEWS THE LEGAL PROBLEMS THAT CAN OCCUR IN ELECTRIC UTILITY SYSTEM MANAGEMENT.
2. **REQUEST APPROVAL TO PURCHASE A 2-3 CY DUMP BODY FROM WARREN BODY WORKS, THE SUBMITTER OF THE LOWEST QUOTE.**
3. **REQUEST APPROVAL TO PURCHASE A FORD F-450 CHASSIS FROM STATE CONTRACT ON WHICH A 2-3 CY DUMP BODY WILL BE MOUNTED.**

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

- A. PERSONNEL
- B. POTENTIAL LITIGATION

**XV.           OPEN SESSION**

**XVI.           RECESS UNTIL AUGUST 18, 2015 @ 5:30 IN THE COURT ROOM  
AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.**

*The City of Starkville is accessible to persons with disabilities. Please call the 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**

**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**

**V. ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

NEW EMPLOYEE INTRODUCTIONS:

- Mary Brooks—Sanitation Driver
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B. BOARD OF ALDERMEN COMMENTS:

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A. **CONSIDERATION OF THE APPOINTMENT OF PATRICK MILLER TO THE PLANNING AND ZONING COMMISSION, WARD 5, FOR A TERM TO END JUNE 30, 2021.**

B. **CONSIDERATION OF REQUESTS FOR OUTSIDE**

CONTRIBUTION BY GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT.

C. CONSIDERATION OF ACCEPTING APPROVAL OF A TAX EXEMPTION FOR C SPIRE FROM THE DEPARTMENT OF REVENUE.

F. CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE: 8-04-2015  
PAGE: 1**

**SUBJECT:** A REPORT FROM THE PARK ADVISORY COMMITTEE.

**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:**



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.a  
AGENDA DATE: 08/04/2015  
PAGE: 1 of**

**SUBJECT:** CU 15-09: Conditional Use request by the Starkville Oktibbeha School District for the placement of educational facilities at Armstrong Middle School.

**REQUESTING  
DEPARTMENT:** Community Development

**DIRECTOR'S  
AUTHORIZATION:** Buddy Sanders

**FOR MORE INFORMATION CONTACT:** Buddy Sanders (662) 323-2525

**BOARD AND COMMISSION ACTION:**

Planning & Zoning Commission  
July 29, 2015 – Special Call Meeting:

Recommendation of approval.

**ADDITIONAL INFORMATION:** A legal ad was published, letters mailed, and a sign was posted at least fifteen days prior to the subject Board of Aldermen meeting.

**POSSIBLE MOTION:** “MOVE APPROVAL OF CONDITIONAL USE REQUEST FOR EDUCATIONAL FACILITIES AT ARMSTRONG MIDDLE SCHOOL.”

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THE CITY OF STARKVILLE  
COMMUNITY DEVELOPMENT DEPT  
CITY HALL, 101 E. LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

**STAFF REPORT**

**TO:** Members of the Planning & Zoning Commission  
**FROM:** Daniel Havelin, City Planner (662-323-2525 ext. 136)  
**CC:** Starkville Oktibbeha School District, Applicant  
**SUBJECT:** CU 15 09: Request for Conditional Use to use temporary classrooms as "Educational Facilities" at Armstrong Middle School at 303 McKee Street.  
**DATE:** July 29, 2015

The purpose of this report is to provide information regarding the request by Starkville Oktibbeha School District for a Conditional Use to use temporary classrooms as "Educational Facilities" at Armstrong Middle School at 303 McKee Street. Please see attachments 1-4.

**BACKGROUND INFORMATION**

Due to the recent consolidation of the County and City schools, the student population at Armstrong Middle School has grown beyond the current capacity of the existing classrooms. As a short term solution, Starkville Oktibbeha School District is requesting a Conditional Use to allow for temporary classrooms to be place on the property to serve the additional students.

**Scale and intensity of use.**

The size of the temporary classrooms are less than 2,000 sqft each.

**On- or off-site improvement needs.**

There are no off-site improvements being proposed

**On-site amenities proposed to enhance the site.**

No amenities are being proposed by the applicant for the site.

**Site issues.**

There are no known site issues regarding the intended use of the site.

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	R1	Single Family Residential
East	R1 and R2	Multifamily and Single Family Residential
South	R2	Single Family Residential
West	R2	Single Family Residential

82 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on July 14, 2015 and a placard was posted on the property. As of this date, the Planning Office has received no phone call against this request.

## **ANALYSIS**

Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

### **Land use compatibility.**

The property is currently used as a school.

### **Sufficient site size and adequate site specifications to accommodate the proposed use.**

The site is adequately sized to accommodate the proposed addition.

### **Proper use of mitigative techniques.**

None proposed

### **Hazardous waste.**

No hazardous wastes or materials would be generated, used or stored at the site.

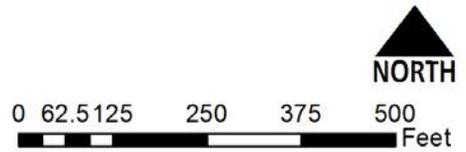
### **Compliance with applicable laws and ordinances.**

Building the proposed addition will require building permits and inspections.

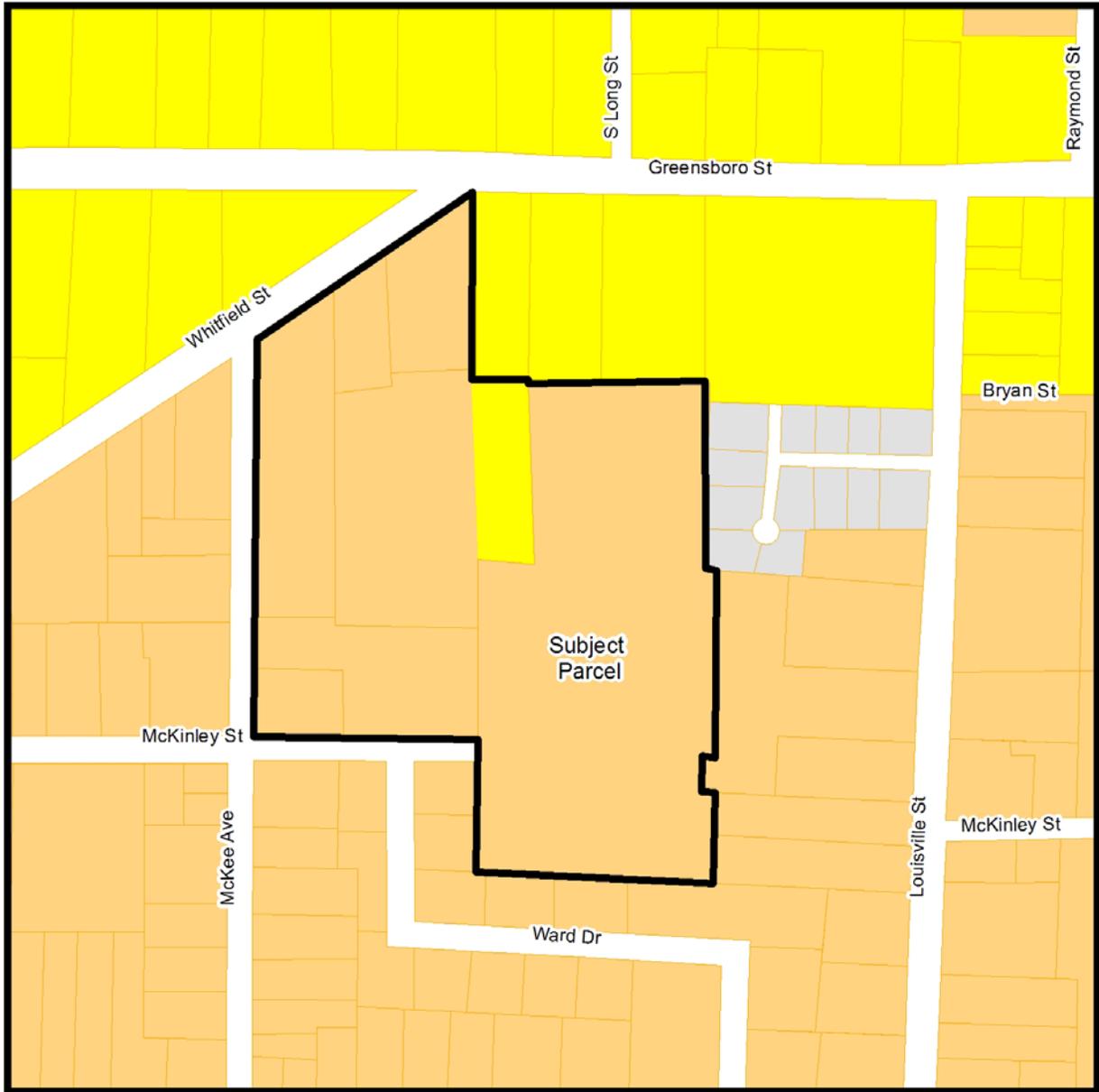
Attachment 1  
CU 15-09 Aerial



**Legend**  
 Property

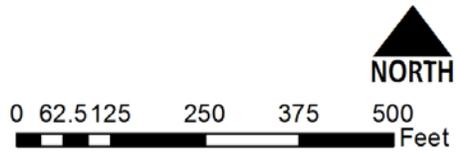


Attachment 2  
CU 15-09 Zoning

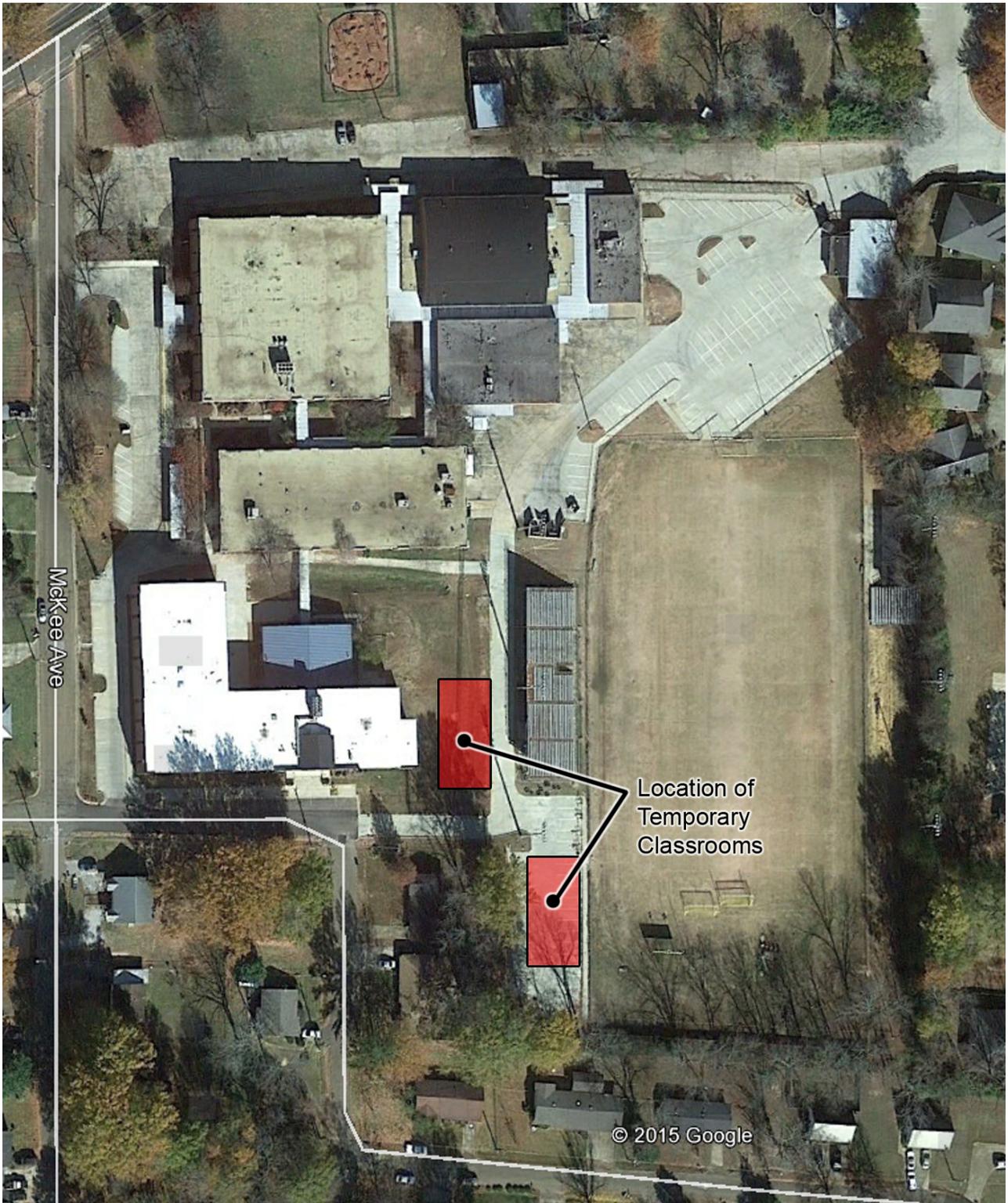


**Legend**

-  Property
-  PUD Planned Unit Development
-  R-1 Single Family
-  R-2 Single Family/Duplex



Attachment 3



Attachment 4



View of temporary classroom



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE: 8-4-2015  
PAGE: 1**

**SUBJECT:** CONSIDERATION OF THE APPOINTMENT OF PATRICK MILLER TO THE PLANNING AND ZONING COMMISSION, WARD 5, FOR A TERM TO END JUNE 30, 2021.

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:** Alderman Scott Maynard

**FOR MORE INFORMATION CONTACT:**

**PURCHASING:** N/A

**DEADLINE:**

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**AUTHORIZATION HISTORY:** Position has been advertised with only one letter of interest received. Jeremy Murdock is not seeking re-appointment.

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***SUGGESTED MOTION:***

APPROVAL OF THE APPOINTMENT OF **PATRICK MILLER** TO THE PLANNING AND ZONING COMMISSION, WARD 5, FOR A TERM TO END JUNE 30, 2021.



**Patrick B. Miller**

499 Broad Street  
Starkville, MS 39759

July 28, 2015

Alderman Maynard,

I am interested in being a member of the Starkville Planning and Zoning Commission and ask that you consider me for the current Ward 5 vacancy. I have lived in Starkville for eight years and reside in Oktibbeha Gardens with my wife, Caroline. I am employed by the MSU Extension Center for Government and Community Development (GCD). As an Extension Associate with the GCD, I assist in the planning, development, implementation, evaluation, and documentation of educational programs for local governing authorities and the general public.

As an interested member of Starkville and local government, I would gladly volunteer my time and growing knowledge to assist in the planning of the City of Starkville. After speaking with Mr. Bill Green from Community Development, the opportunity has piqued my interest in seeking appointment. As I can imagine, much like yourself, I am for the constant improvement of Starkville and it has been my belief that Starkville is continually trending in the right direction. I respectfully request your support in being appointed to the Starkville Planning and Zoning Commission. I would be happy to provide my resume or answer any questions you may have.

Telephone: (228) 282-4509

Email: [patrick.miller@msstate.edu](mailto:patrick.miller@msstate.edu)

Thank you for your consideration.

Looking forward,

Patrick Miller



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE: 8-4-2015  
PAGE: 1**

**SUBJECT:** CONSIDERATION OF REQUESTS FOR OUTSIDE CONTRIBUTION FROM GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT FOR GRANT PREPARATION AND SENIOR ADULT SERVICES.

**REQUESTING  
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S  
AUTHORIZATION:**

**FOR MORE INFORMATION CONTACT:**

**PURCHASING:** N/A

**DEADLINE:**

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***SUGGESTED MOTION:***

APPROVAL OF REQUESTS FOR OUTSIDE CONTRIBUTION FROM GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT FOR GRANT PREPARATION IN THE AMOUNT OF \$5,000 AND SENIOR ADULT SERVICES (MEALS) IN THE AMOUNT OF \$8,698.



# GOLDEN TRIANGLE Planning and Development District, Inc.

Post Office Box 828 • Starkville, MS 39760-0828 • Telephone (662) 324-7860 • Fax (662) 324-1911

**Robert E. Boykin**  
*President*

**R. B. Davis**  
*Vice President*

**Jimmie Oliver**  
*Secretary / Treasurer*

**Rupert L. "Rudy" Johnson**  
*Executive Director*

July 17, 2015

Mr. Taylor Adams, CFO  
City of Starkville  
City Hall  
Lampkin Street  
Starkville, MS 39759

RE: 2015-2016 Budget Request

Dear Mr. Adams and Board Members:

The Golden Triangle Planning and Development District is continuing to promote economic and community development in your locality through technical assistance and grant preparation. Grantor agencies require that local match funds be provided for federal and state dollars. We are therefore requesting your continued support of our agency at the level of \$5,000 for the fiscal year beginning October 1, 2015.

I would like to thank you for your past support. Please feel free to call our office for any assistance.

~~Sincerely,~~

Rupert L. "Rudy" Johnson  
Executive Director

RLJ/ww

Enclosure  
File:starkville



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*Executive Director*

July 17, 2015

Mr. Taylor Adams, CFO  
City of Starkville  
City Hall  
Lampkin Street  
Starkville, MS 39759

RE: 2015-2016 Budget Request, Aging Services

Dear Mr. Adams and Board Members:

The Golden Triangle Area Agency on Aging is continuing to provide services to the senior adults in your city. It is a requirement that our agency provide local match for federal and state grants. We are therefore requesting your support, at the level of \$8,698 for the fiscal year beginning October 1, 2015.

For your convenience is an attached schedule of aging funds allocated to Starkville. I would like to thank you for your past support. Please feel free to call our office for any assistance.

Sincerely,

Rupert L. "Rudy" Johnson  
Executive Director

RLJ/ww

Enclosure  
File:starkvilleaging

**AGING SERVICES ALLOCATED CITY OF STARKVILLE  
TITLES III & XX FUNDS  
FY 2016**

The information below represents the number of home delivered meals to be served to homebound older individuals in the Town of Starkville. The Golden Triangle Planning and Development District/ Area Agency on Aging is requesting the City to provide the 10% required match in the amount of \$8,698.

97	/meals	X	260	days	=	25,220
25,220	meals	X	3.449	=	\$	86,984
	10 %	match	=			8,698

<b>Outside Contribution</b>					
General Fund 001-194-690-454					
	2013 Budget	2014 Budget	2015 Requests	2015 Budgeted	2016 Requests
American Red Cross (7/15/14)			3000		
Boy Scouts					
Boys and Girls Club	1,500	7,500	7,500	5,000	8,000
Brickfire 001-195-951-965	5,000	5,000	5,000	5,000	20,000
Volunteer Starkville		1,500	3,500	2,500	3,500
Council of Community Organization of Oktibbeha County					
Girl Scouts			500		500
GTPDD-Transportation	27,650	27,625		27,625	32,500
GTPDD/AAA/home delivered meals/match			8,698	8,698	
National Guard					
Safe Haven	1,500	1,500	3,000	1,500	1,500
Starkville Reads 001-194-690-454	350	350			
Community Counseling Services	-	-	12,000		
Advertising	3,077				
KMG Creations -Veterans Charity Dance/Recognition		500	500	500	500
Bonafied Southernbelles			500		500
Starkville High School JROTC					250
OSERVS(Okt.Stk Emergency Response Volunteer Svcs)		5,000	5,000	5,000	5,000
<b>TOTAL</b>	<b>39,077</b>	<b>48,975</b>		<b>55,823</b>	<b>72,250</b>
<b>Transfer to Other Agencies 001-195-</b>					
Main Street -Award Match				7,500	7,500
Chamber of Commerce/Greater Starkville Development Partnership	20,000	20,000	26,600	20,000	26,600
Heritage Museum	5,000	5,000	5,000	5,000	5,000
<b>TOTAL</b>	<b>25,000</b>	<b>25,000</b>		<b>32,500</b>	<b>39,100</b>
<b>OCH Ambulance</b>					
001-245-600-383	40,000	40,000	40,000	15,000	40,000
<b>Humane Society</b>					
001-360-951-955	106,000	106,000	132,608	106,000	136,405
<b>Horse Park</b>					
001-541-625-380	50,000	40,000	75,000	30,000	75,000
<b>Park Commission</b>					
001-300-904	844,400	940,400		940,400	940,400
<b>Library</b>					
001-500-900-802	170,400	170,400	185,600	170,400	190,400
		(+ 1/2 roof 19,450)			
<b>Economic Development</b>					
001-653-					
Starkville Area Arts Council 702-506	3,000	3,000	10,000	3,500	10,000
Starkville Community Theater 702-507	3,500	5,000	5,000	3,500	5,000
Starkville Symphony	3,500	3,500	5,000	3,500	5,000
Visitation Fine Artists Series					
Festival Support					
MSU Shuttle 702-708	3,500	3,500		3,500	3,500
	13,500	15,000		14,000	23,500
<b>TOTAL</b>	<b>1,288,377</b>	<b>1,385,775</b>		<b>1,364,123</b>	<b>1,517,055</b>
		(+ roof - \$19450.00)			
Funding with Parks removed.				423,723	



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI. F.  
AGENDA DATE: 8-4-2015  
PAGE: 1**

**SUBJECT:** CONSIDERATION OF THE APPROVAL OF THE FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES TO C SPIRE ADVANCED DATA SOLUTIONS, LLC AND CELLULAR SOUTH REAL ESTATE, INC.

**SOURCE OF FUNDING:** N/A

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

**DIRECTOR'S  
AUTHORIZATION:** Lesa Hardin, City Clerk

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

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**History:** A Resolution granting tax exemption from ad valorem taxes for a period of ten years to C Spire Advanced Data Solutions, LL and Cellular South Real Estate, Inc as authorized by section 27-31-101, et seq., of the Mississippi Code of 1972, as amended was adopted by the Mayor and Board of Aldermen at the June 2, 2015 meeting. The request has been certified by the MS Department of Revenue and a letter of eligibility is attached.

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**SUGGESTED MOTION:** MOVE APPROVAL OF THE FINAL RESOLUTION GRANTING EXEMPTION FROM AD VALOREM TAXES TO C SPIRE ADVANCED DATA SOLUTIONS, LLC AND CELLULAR SOUTH REAL ESTATE, INC.

**FINAL RESOLUTION GRANTING EXEMPTION  
FROM AD VALOREM TAXES**

The Mayor and Board of Aldermen (the "Board") next took up for consideration the matter of granting tax exemption for ad valorem taxes for C Spire Advanced Data Solutions, LLC, a Mississippi limited liability ("Data"), and Cellular South Real Estate, Inc., a Mississippi corporation ("Real Estate") (Data and Real Estate are referred to collectively herein as (referred to as "Applicant") and the following Resolution, being first reduced to writing, was introduced.

RESOLUTION OF THE HONORABLE MAYOR AND BOARD OF  
ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, GRANTING  
FINAL APPROVAL OF AD VALOREM TAX EXEMPTION TO C SPIRE  
ADVANCED DATA SOLUTIONS, LLC AND CELLULAR SOUTH REAL  
ESTATE, INC.

WHEREAS, heretofore, Applicant, authorized to do business and doing business in Oktibbeha County, Mississippi, filed with Board of Aldermen of the City of Starkville, Mississippi, an Application for ad valorem taxes, except School District ad valorem taxes for an initial period of ten (10) years as authorized by Section 27-31-101, et seq., of the Mississippi Code of 1972, as amended, which said Application was approved by the Board of Aldermen of Starkville, Mississippi, subject to the approval of the Department of Revenue of the State of Mississippi; and

WHEREAS, on the 22<sup>nd</sup> day of July, 2015, the Department of Revenue of the State of Mississippi approved said Application; and

WHEREAS, a certified copy of the aforesaid Department of Revenue's approval has been received by the Board of Aldermen of Starkville, Mississippi and recorded in its minutes.

NOW, THEREFORE, in consideration of the premises, the Board of Aldermen of Starkville, Mississippi, does hereby finally approve said Application for ad valorem tax exemption, except School District ad valorem taxes for a period of ten (10) years from January 1, 2015. Total true value of real property approved \$12,206,753. Total true value of personal property approved \$3,600,794.

After a full and thorough discussion of the matter, Alderman \_\_\_\_\_ moved that the foregoing Resolution be adopted and said Motion was seconded by Alderman \_\_\_\_\_. The Mayor then put the question to a roll call vote, and 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: _____

**WHEREUPON**, the Resolution having received the affirmative vote of a majority of the Board present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted, in a meeting of the Mayor and Board of Aldermen of the City of Starkville, State of Mississippi, on the \_\_\_ day of \_\_\_\_\_, 2015.

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

Starkville, Mississippi

ATTEST:

\_\_\_\_\_



— DEPARTMENT OF —  
**REVENUE**  
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX  
EXEMPTIONS & PUBLIC UTILITIES BUREAU

---

July 22, 2015

Ms. Lesa Hardin  
City Clerk  
City of Starkville  
101 E. Lampkin St.  
Starkville, MS 39759

**RE: Ad Valorem Taxation Exemption – C Spire Advanced Data Solutions, LLC and Cellular South Real Estate, Inc.**

Dear Ms. Hardin:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2015, with a total true value of \$15,807,547.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

Paul J. Foreman, Director  
Exemptions & Public Utilities Bureau

PJF: ep

Enclosures

cc: Mr. Scott Speights, Office of State Auditor  
Mr. Allen Morgan, Tax Assessor Oktibbeha County



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:  
AGENDA DATE:  
PAGE: 1**

**SUBJECT:** Change Order – Starkville Parking Garage; CDBG Project # R-103-347-01-KED

**AMOUNT & SOURCE OF FUNDING** - \$8,000,000; Community Development Block Grant – Disaster Recovery

**FISCAL NOTE:** N/A

**REQUESTING**

**DEPARTMENT:** Mayor and Board of Aldermen

**DIRECTOR'S**

**AUTHORIZATION:** Mayor Parker Wiseman

**FOR MORE INFORMATION CONTACT:**

Phylis Benson (662) 320-2007 or  
Spencer Brooks at GTPDD (662) 320-2009

**PRIOR BOARD ACTION:** N/A

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

**PURCHASING:** N/A

**DEADLINE:** N/A

---

**AUTHORIZATION HISTORY:**

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

**STAFF RECOMMENDATION:** N/A

**ADDITIONAL INFORMATION:** N/A

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Suggested Motion: “MOVE APPROVAL OF CHANGE ORDER NUMBER FIVE (5) FOR PHASE II CONSTRUCTION CONTRACT FOR THE PARKING GARAGE AND RE-ALIGN CDBG BUDGET TO REFLECT CONSTRUCTION CHANGE ORDER (ADJUSTMENT OF BUDGETED LINE ITEMS).”

---

# AIA<sup>®</sup> Document G701/CMa<sup>™</sup> – 1992

## Change Order - Construction Manager-Adviser Edition

<b>PROJECT</b> <i>(Name and address):</i> Starkville Parking Garage Pkg 2	<b>CHANGE ORDER NUMBER:</b> 005 <b>INITIATION DATE:</b> 29 July 2015	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Malouf Construction, LLC P.O. Box 1177 Greenwood, MS 38935	<b>PROJECT NUMBERS:</b> 13010 / <b>CONTRACT DATE:</b> 20 May 2014 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Item No. 1 At the request of the Architect, incorporate into the work adding convenience power provisions to site lighting poles. Costs associated with this revision are indicated on Change Order Request COR 16 dated May 6, 2015.  
Add \$11,184.00 (No change in Contract Time)

Item No. 2 At the request of the Architect incorporate changes to the design of the auto protection around vertical utility piping. Costs associated with this revision are indicated on Change Order Request 17 dated May 1, 2015.  
Add \$6,714.00 (No Change in Contract Time)

Item No. 3 At the request of the Architect, incorporate into the work bike racks. Costs associated with this revision are indicated on Change Order Request COR 20 dated May 28, 2015.  
Add \$9,381.00 (No change in Contract Time)

Item No. 4 At the request of the Architect, omit from the work installing the exterior building sign. Costs associated with this revision are indicated on Change Order Request 22 dated June 15, 2015.  
Credit \$2,101.00 (No change in Contract Time)

Item No. 5 At the request of the Architect, incorporate into the work removing "student" signage. Costs associated with this revision are indicated on Change Order Request 24 date June 19, 2015.  
Add \$4,197.81 (No change in Contract Time)

Item No. 6 At the request of the Construction Manager and the Architect, due to on going coordinations issues with the rest of the development, add to the Contract Time a total of thirty three days.  
No Change in Cost (Add 33 days to the Contract Time)

**TOTAL THIS CHANGE ORDER \$29,375.81** Thirty Three days added to Contract

The original Contract Sum was	\$ 6,383,000.00
Net change by previously authorized Change Orders	\$ -12,681.61
The Contract Sum prior to this Change Order was	\$ 6,370,318.39
The Contract Sum will be increased by this Change Order in the amount of	\$ 29,375.81
The new Contract Sum including this Change Order will be	\$ 6,399,694.20

The Contract Time will be increased by Thirty Three (33) days.  
The date of Substantial Completion as of the date of this Change Order therefore is 30 June 2015.

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been

authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Copeland and Johns, Inc.  
CONSTRUCTION MANAGER (*Firm name*)  
4830 South Drive, Jackson, MS 39209

ADDRESS

BY (*Signature*)

(*Typed name*)                      DATE:

Malouf Construction, LLC  
CONTRACTOR (*Firm name*)  
P.O. Box 1177, Greenwood, MS 38935,  
ADDRESS

BY (*Signature*)

George Malouf

(*Typed name*)                      DATE:

Dale Partners Architects, P.A.  
ARCHITECT (*Firm name*)  
One Jackson Place/Suite 250, 188 East Capitol Street, Jackson,  
MS 39201-2100

ADDRESS

BY (*Signature*)

Charles R. Alexander, AIA

(*Typed name*)                      DATE: 29 July 2015

City of Starkville  
OWNER (*Firm name*)  
101 Lampkin Street, Starkville, MS 39759  
ADDRESS

BY (*Signature*)

Parker Wiseman

(*Typed name*)                      DATE:



**MALOUF CONSTRUCTION, LLC**

---

## CHANGE ORDER REQUEST #016

Project Name: Starkville Parking Garage Package 2  
Submitted to: Mr. Bobby Strobel  
Dale Partners Architects  
Date: May 6, 2015  
Description: Power Outlets for Site Poles per WCPR 13  
Amount: \$ 11,184.00

---

### Description of Scope of Work and Cost Breakdown:

Site Pole Power Outlets	\$ 11,184.00
• S&W Price	\$ 9,706.00
• MPC @ 0.3626943	\$ 391.00
• Bond	\$ 105.00
• Overhead and Profit	\$ 981.00

At the request of the Architect, a cost proposal has been provided to add power outlets to certain lighting piles as well as 3 sign circuits shown in E002, Revision 6, dated 4/14/ 2015 attached to WCPR 13.

Respectfully,

Drew Holliday  
Malouf Construction, LLC

SAW

ELECTRICAL CONTRACTOR

P.O. BOX 9087  
GREENWOOD, MS 38930  
LLC

PHONE: 662-455-2060  
FAX: 662-455-2126  
CELL: 662-299-7964  
EMAIL: [loverley@bellsouth.net](mailto:loverley@bellsouth.net)



SAMMY OVERLEY

CR # 14653-MC  
Minority # 016007

To : Malouf Construction  
Starkville, Ms.  
Attn : Drew Holliday  
Ref : Starkville Parking Garage  
Starkville, Ms.

Change Order # 3

Change Order For : Adding 4 GFCI Receptacles on 4 pole lights, one on each corner north and south side of garage. Adding 2 sign circuits northwest and south west of parking garage.

1,000' - 1" PVC	\$ 600.00
3,500' - #6 THHN	\$ 2,200.00
1000' - 12" Trench Rental	\$ 1,000.00
2 - 1 1/2 Core Drill	\$ 200.00
2000' - # 10 THHN	\$ 400.00
4 - GFCI Receptacles	\$ 150.00
4 - Bell Boxes	\$ 40.00
4 - Weatherproof While In Use Recept. Covers	\$ 250.00
Labor	\$ 4,000.00
Sub Total	\$ 8,440.00
15 % Profit / Overhead	\$ 1,266.00
Total Change Order	\$ 9,706.00

Change Order Require 5 Days Added To Contract

Sign



**MALOUF CONSTRUCTION, LLC**

---

## CHANGE ORDER REQUEST #017

Project Name: Starkville Parking Garage Package 2

Submitted to: Mr. Bobby Strobel  
Dale Partners Architects

Date: May 1, 2015

Description: Auto Impact Protection Revisions

Amount: \$ 6,714.00

---

### Description of Scope of Work and Cost Breakdown:

Auto Impact Protection	\$ 6,714.00
• Brislin Price	\$ 6,017.00
• MPC @ 0.3626943	\$ 24.00
• Bond	\$ 65.00
• Overhead and Profit	\$ 608.00

At the request of the subcontractor, a request has been made to revise the automobile impact protection from specified to the attached sketch.

Respectfully,

Drew Holliday  
Malouf Construction, LLC

# BRISLIN, Inc.

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

4051 Military Road  
Columbus, MS 39705

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

## Proposal Change Order

TO: Drew Holliday, Malouf Construction

FROM: Durham Jordan

PROJECT: Starkville Parking Garage  
PCO #6 – Automobile Impact Protection

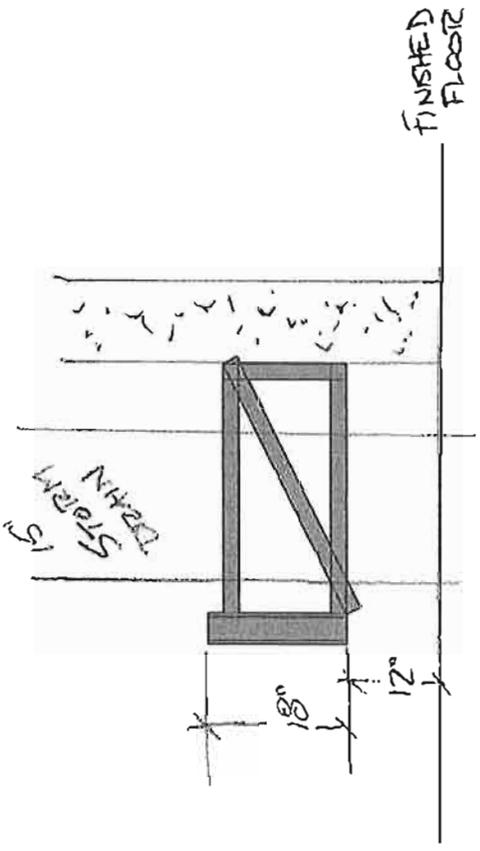
DATE: April 28, 2015

The specified Automobile Impact Protection, clarified in Addendum No. 3, will not work on Level 1 due piping restraints and clean-out accessibility (see attached pictures pictures) nor will this work on Level 2 due to the wire rope fence. At the Professional's request, we propose an alternative to the rolled steel plate (see attached sketch) and will provide the materials, labor, and equipment to install these as follows:

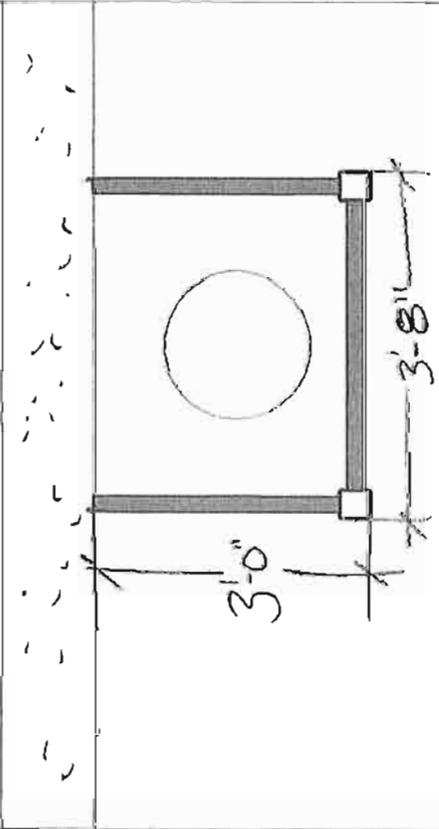
Description	Quantity	Unit	Cost/unit	Ext. Cost
<b>CREDIT</b>				
36" Tall x 1/4" Rolled Steel as per Add. #3	-16	ea.	\$ 275.00	\$ (4,400.00)
Anchors	-16	lot	\$ 20.00	\$ (320.00)
Labor	-64	ea.	\$ 40.00	\$ (2,560.00)
<b>ADD</b>				
Proposed Auto Impact Protection	16	ea.	\$ 522.00	\$ 8,352.00
Anchors	16	lot	\$ 20.00	\$ 320.00
Labor	96	ea.	\$ 40.00	\$ 3,840.00
			Subtotal	\$ 5,232.00
			Plus 15% OH/P	\$784.80
			<b>TOTAL PCO #6</b>	<b>\$6,016.80</b>

We exclude the following:

1. Tax
2. Bond
3. Painting



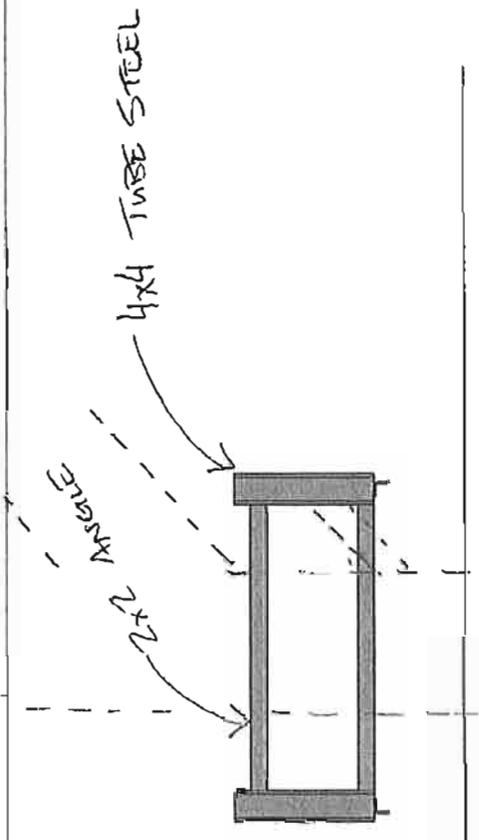
SIDE



PLAN

NOTE

- ① DIMENSIONS ARE APPROXIMATE.
- ② FRAME TO BE EXPANSION ANCHORED TO WALL ON BOTH LEVELS.



FRONT

BRUSHIN, INC.  
4/28/15



**MALOUF CONSTRUCTION, LLC**

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## CHANGE ORDER REQUEST #020

Project Name: Starkville Parking Garage Package 2

Submitted to: Mr. Bobby Strobel  
Dale Partners Architects

Date: May 28, 2015

Description: Bike Rack

Amount: \$ 9,381.00

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### Description of Scope of Work and Cost Breakdown:

Bike Rack	\$ 9,381.00
• Forms+Surfaces Bike Rack	\$ 1,547.00
• Simmons Concrete	\$ 3,796.00
• Material (610 limestone)	\$ 392.00
• Labor and Labor Burden	\$ 406.00
• Equipment	\$ 1,316.00
• Supplies	\$ 327.00
• MPC @ 0.3626943	\$ 328.00
• Bond	\$ 88.00
• Overhead and Profit	\$ 1,181.00

At the request of the architect, a cost proposal has been made to purchase and install three bike racks as specified in WCPR 15.

Respectfully,

Drew Holliday  
Malouf Construction, LLC



**MALOUF CONSTRUCTION, LLC**

---

## CHANGE ORDER REQUEST #022

Project Name: Starkville Parking Garage Package 2

Submitted to: Mr. Bobby Strobel  
Dale Partners Architects

Date: June 15, 2015

Description: Omit Building Sign

Amount: \$ 2,101.00

---

### Description of Scope of Work and Cost Breakdown:

Omit Building Sign	\$ 2,101.00
• GC Specialties	\$ 2,030.00
• MPC	\$ 71.00

At the request of the architect, a cost proposal has been made to omit the exterior building signage.

Respectfully,

Drew Holliday  
Malouf Construction, LLC



**MALOUF CONSTRUCTION, LLC**

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### CHANGE ORDER REQUEST #024 (Partial 1)

Project Name: Starkville Parking Garage Package 2

Submitted to: Mr. Bobby Strobel  
Dale Partners Architects

Date: July 29, 2015

Description: Removal of student stencils and signage

Amount: \$ 4,197.81

---

#### Description of Scope of Work and Cost Breakdown:

Total	\$ 4,197.81
• Calco Removal	\$ 723.81
• Calco Additional Arrows	\$ 435.00
• GC Specialties	\$ 2,205.00
• MPC	\$ 223.00
• OHP	\$ 551.00
• Bond	\$ 60.00

At the request of the architect, a cost proposal has been made to remove all "student" parking signs and all "Keep parking ticket when exiting garage" signs, as well as blocking out the "student" stenciling in the parking spots with grey colored paint to be similar to existing concrete. This cost proposal also includes additional arrows as shown in the punch list sketch.

Respectfully,

Drew Holliday  
Malouf Construction, LLC

HISTORIC  
**STARKVILLE**  
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE  
Mayor's Office  
CITY HALL,  
101 EAST LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-4583, ext. 100  
Fax 662-324-4015

Parker Wiseman,  
Mayor

August 4, 2015

Ms. Tina Hines  
Disaster Recovery Division  
Mississippi Development Authority  
Post Office Box 849  
Jackson, MS 39205

RE: City of Starkville  
CDBG Project Number R-103-238-01-KED  
Budget Modification #7

Dear Ms. Hines:

The City of Starkville respectfully requests approval of Budget Modification #7 which will move all remaining contingency funds to the construction line item in order to have sufficient funding for the completion of the Starkville Parking Garage Construction project.

Your favorable response to these requests will be greatly appreciated. Should you have any questions or need additional information, please contact this office or Phylis Benson of Golden Triangle Planning and Development District at (662) 320-2007.

Sincerely,

Parker Wiseman  
Mayor

Enclosures

**MISSISSIPPI DEVELOPMENT AUTHORITY**

**MODIFICATION SIGNATURE SHEET**

**501 North West Street • Post Office Box 849**

**Jackson, Mississippi 39205**

1. Recipient's Name, Address, and Telephone No.  City of Starkville Honorable Parker Wiseman, Mayor 101 Lampkin Street Starkville, MS 39759 Phone: (662) 323-4583 Fax: (662) 324-4015 Parking Structure for Cotton Mill Marketplace	2. Effective Date: 01-06-2015	
	2. Contract Number: R-103-347-01-KED	Grant Number:
	4. Modification Number : 7 (seven)	
	5. Grant Identifier: (Funding Source & Year): CFDA #14.219 & 14.228	
	6. Beginning and Ending Dates: 10-26-2010 through 12-31-2015	
	7. Page 1 of 3	

8. As a result of this modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: :Local/ Private
<b>From</b>	\$8,000,000	\$0	\$40,000,000
<b>TO</b>	\$8,000,000	\$0	\$40,000,000
<b>Increase of:</b>	\$0	\$0	\$0
<b>Decrease of:</b>	\$0	\$0	\$0

9. The above recipient is hereby modified as follows:

*Increase Construction line item by \$88,584.81; decrease Contingency line item by \$88,584.81.*

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:  <hr/> Signature <span style="float:right">Date</span> Name: Steven C. Hardin Title: Director, Community Services Division	12. Approved for Recipient:  <div style="text-align: right;">08-04-2015</div> <hr/> Signature <span style="float:right">Date</span> Name: Honorable Parker Wiseman Title: Mayor, City of Starkville
-----------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



**MDA DRD**  
**BUDGET MODIFICATION WORKSHEET**  
(Parking Structure for Cotton Mill Marketplace)

Recipient: City of Starkville, Mississippi      Contract Number: R-103-347-01-KED

**NOTE:** List KCDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+ -)
Administration	\$ 140,000.00	\$ 140,000.00	\$ 0.00
Engineering	\$ 437,000.00	\$ 437,000.00	\$ 0.00
Acquisition	\$ 0.00	\$ 0.00	\$ 0.00
Legal	\$ 40,000.00	\$ 40,000.00	\$ 0.00
Construction	\$ 6,769,000.00	\$ 6,910,430.00	\$ 88,584.81
Contingency	\$ 141,430.00	\$ 0.00	\$ (88,584.81)
Construction Management	\$ 432,570.00	\$ 432,570.00	\$ 0.00
Testing	\$40,000.00	\$40,000.00	\$ 0.00
	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
	<b>\$ 8,000,000.00</b>	<b>\$ 8,000,000.00</b>	<b>\$ 0.00</b>

**Comments:** None



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X. F.  
AGENDA DATE: 8-4-2015  
PAGE: 1**

**SUBJECT:** Consideration of an Interlocal Agreement with MSU for the purpose of specifying the individual and joint duties of the Parties to enforce the law within 500 feet of any property owned by the University.

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

**REQUESTING  
DEPARTMENT:** Board of Aldermen

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

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**AUTHORIZATION HISTORY:**

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**SUGGESTED MOTION:** MOVE TO APPROVE THE INTERLOCAL AGREEMENT WITH MSU AS PRESENTED.

**INTERLOCAL COOPERATIVE AGREEMENT**

**BETWEEN**

**MISSISSIPPI STATE UNIVERSITY,**

**STARKVILLE, MISSISSIPPI,**

**AND**

**OKTIBBEHA COUNTY, MISSISSIPPI**

This **INTERLOCAL COOPERATIVE AGREEMENT** (this "Agreement") is executed by and between **MISSISSIPPI STATE UNIVERSITY** (the "University"), **STARKVILLE, MISSISSIPPI** (the "City"), and **OKTIBBEHA COUNTY, MISSISSIPPI** (the "County") and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

**WITNESSETH:**

**WHEREAS**, Mississippi Code Annotated § 17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities.

**WHEREAS**, the County and City are authorized to enter into this Agreement pursuant to Mississippi Code Annotated § 17-13-7, and the County and City may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

**WHEREAS**, the University is authorized to enter into this Agreement pursuant to Mississippi Code Annotated § 37-105-3 to perform those functions or services contemplated by this Agreement; and

**WHEREAS**, the County, City and MSU (sometimes collectively "the Parties") desire to enter into an Interlocal Agreement for the purpose of specifying the individual and joint duties of the Parties to enforce the law within 500 feet of any property owned by the University; and

**WHEREAS**, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

**I. PURPOSE**

The purpose of this Interlocal Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the Parties with respect to their joint and cooperative efforts to provide law enforcement within 500 feet of property owned by the University.

## **II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES**

A separate entity or administrative body is not created under this Cooperative Agreement.

A. The City hereby covenants, warrants and agrees as follows:

1. To defer primary law enforcement responsibility to the University on all property physically owned and controlled by the University; and
2. To have primary law enforcement responsibility on all property physically located in the City limits within 500 feet of property owned and controlled by the University; and
3. To have primary law enforcement responsibility of the Cooley building and the adjacent parking garage.

B. The County hereby covenants, warrants and agrees as follows:

1. To defer primary law enforcement responsibility to the University on all property physically owned and controlled by the University; and
2. To have primary law enforcement responsibility on all property physically located outside the City limits, but within the County, and within 500 feet of property owned and controlled by the University.

C. The University hereby covenants, warrants, and agrees as follows:

1. To defer primary law enforcement responsibility to the City on all property physically located within 500 feet of property owned and controlled by the University that is located within the City limits; and
2. To defer primary law enforcement responsibility to the County on all property physically located within 500 feet of property owned and controlled by the University that is located outside of the City limits but within Oktibbeha County; and
3. To have secondary law enforcement responsibility for the purpose of providing assistance to the County and City within 500 feet of property owned and controlled by the University; and
4. To control traffic on streets in conjunction with the City before and after special events; and
5. To have concurrent primary jurisdiction on roads and streets within 500 feet of University Property within the County; and

6. To develop a map to provide to the County and City showing all University property within the City and County and all property within 500 feet of such University property.

### **III. EFFECTIVE DATE & DURATION**

Pursuant to Mississippi Code Annotated § 17-13-11, this Interlocal Agreement will not become effective until it has been approved by the Attorney General's Office and has been filed with the Chancery Clerk and the Secretary of State. This agreement will remain in effect until amended or terminated by the parties.

### **IV. AMENDMENTS & TERMINATION**

This Interlocal Agreement may only be amended in writing as mutually agreed upon by the Parties. This Interlocal Agreement may be terminated by any Party with 60-days written notice to the other Parties.

### **V. SEVERABILITY**

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

### **VI. AUTHORITY**

Authority for this Agreement has been granted by the Mississippi State Legislature pursuant to Sections 17-13-7 and 39-105-3 of the Mississippi Code.

SO EXECUTED AND AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2015.

**MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI**

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

**Mark Keenum, President**

**CITY OF STARKVILLE, MISSISSIPPI**

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

**Parker Wiseman, Mayor**

**OKTIBBEHA COUNTY, MISSISSIPPI**

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

**Orlando Trainer, Board of Supervisors President**



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X. G.  
AGENDA DATE: 7-31-15  
PAGE: 1 of 1**

**SUBJECT:** CONSIDERATION OF THE CITY OF STARKVILLE PARKS AND RECREATION COMPREHENSIVE MASTER PLAN REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN SERVICES.

**AMOUNT & SOURCE OF FUNDING:**

**REQUESTING**

**DEPARTMENT:** Board of Aldermen

**DIRECTOR'S**

**AUTHORIZATION:** Alderman Jason Walker

**FOR MORE INFORMATION CONTACT:**

**PRIOR BOARD ACTION:**

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**SUGGESTED MOTION:** "APPROVAL OF THE CITY OF STARKVILLE PARKS AND RECREATION COMPREHENSIVE MASTER PLAN REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL DESIGN SERVICES."

## **City of Starkville Parks and Recreation Comprehensive Master Plan Request For Qualifications (RFQ) for Professional Design Services**

This document seeks to solicit a request for qualifications to prepare a Parks and Recreation Comprehensive Master Plan, preparation of final design and construction documents in reasonable and affordable phases for park and recreation facilities, and associated amenities for the City of Starkville, Mississippi. The City is seeking innovative planning and design solutions that shall improve the quality of life of our residents and that will position our park system to promote and enhance Starkville's reputation as a tourist destination. Under the direction of the Mayor and Board of Alderman, the consulting firm is expected to perform the necessary professional master planning and associated design services.

The City of Starkville is located in north central MS and serves as the county seat for Oktibbeha County. Starkville is a regional destination center in the state, home to Mississippi State University, and is the largest city in the county with nearly 25,500 residents. The City of Starkville is responsible for overseeing 8 parks. At present, a Parks and Recreation Advisory Committee is finalizing a report on the status of the park and recreation system. This report will be provided to interested firms upon its completion. In addition, the City of Starkville is in the process of completing a Comprehensive Plan and updating our development codes.

### **Proposal Evaluation and Selection**

The proposal should clearly and concisely document the firm's qualifications related to the design and implementation of a Parks and Recreation Comprehensive Master Plan and subsequent phased construction. The City will select the proposal which it deems to be in the City's best interest. The City may require competing individuals/firms to make oral presentations of their proposals and to answer specific questions about them. The City will negotiate the final scope of work and budget with the successful firm.

The City reserves the right to accept or reject any and all submittals. The City of Starkville anticipates making a single award from the qualified submitters. However, the City reserves the right to make multiple awards should it deem in the best interest of the City. All materials submitted in response to this RFQ will remain the responsibility of the consultant. The City of Starkville is an Equal Opportunity Employer.

### **Submittal Requirements**

Applicants shall submit an electronic copy of their proposal and four (4) hard copies in a sealed envelope clearly marked on the outside "RFQ for Parks and Recreation Comprehensive Master Plan, City of Starkville, MS". RFQ's will be accepted until August 31, 2015 at 4:00 pm. Submittals must contain the following information:

- General information about consulting firm (business location(s), size of staff, etc);
- Identification of project manager for this project;

- Brief resumes of key personnel to be committed to the project, including names, titles, experience, education, the project assignment or role person will be expected to fulfill in connection with the work;
- Description of similar projects ;
- Brief description of the planning approach to be used;
- If this is intended to be a joint venture, explain in detail the responsibilities of each firm and identify a lead firm and project manager;
- Identification of anticipated sub-consultants;
- References (3 minimum);
- Firm’s familiarity with the City of Starkville and its surrounding area;
- Statement that the firm(s) has sufficient staff resources and capability to perform the work contained with the request for qualification within a reasonable time frame;

The contact for this project is:

Lesla Hardin, City Clerk  
 101 E. Lampkin Street  
 Starkville, MS 39759

Email: l.hardin@cityofstarkville.org

Telephone: (662) 323-4583, ext. 117

**All Statements of Qualifications must be received no later than Monday, August 31, 2015 by 4:00 PM.** All proposals and accompanying documentation will become the property of the City of Starkville and will not be returned. Proposals received later than the submittal due date will not be considered. Vendors accept all risks of late delivery of mailed proposal regardless of fault. Faxed and e-mailed submittals will not be accepted.

**Selection will be based on the following Criteria:**

1. Precedent experiences in completing similar scopes of work
2. Experience and expertise in environmental and energy efficiency design issues
3. Capacity and capability of the firm(s) to start and complete the project in a timely manner
4. Fee Structure

**Scope of Services**

While the final scope of work will be crafted upon selection of the consultant, the City anticipates a scope that will include the following:

1. Coordination
  - a. Coordinate a kick-off meeting with City officials and follow up meetings, as necessary
  - b. Confer with City officials as required
  - c. Develop a timeline, with reasonable phases and milestones for implementation
2. Analysis and Design for specific phases
  - a. Develop preliminary design options at the appropriate time for the consideration of the City team. The City is seeking creative design options for each specific phase of the Master Plan

- b. Complete the final design and biddable construction documents at the appropriate time for each specific phase, as well as a construction cost estimate.
- 3. Community Involvement
  - a. Participate in public meetings to gather community input related to the needs and desires of the community. We anticipate at least one community meeting for input related to the Comprehensive Master Plan for Parks & Recreation, and other community meetings at appropriate times related to specific project phases.

The Consultant may recommend other steps and/or other processes for this work. The City would be interested in reviewing those recommended approaches.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLF.1  
AGENDA DATE: 8/4/2015  
PAGE: 1 of 1**

**SUBJECT:** REQUEST APPROVAL TO APPROVE CHANGE ORDER NO. 1 FOR BURNS DIRT CONSTRUCTION FOR THE HUNTINGTON PARK DRAINAGE PROJECT IN THE AMOUNT OF 44,529.51

**AMOUNT & SOURCE OF FUNDING:**

The project budget is \$150,000 from the Bond Infrastructure funds.  
The bid for the primary work was \$120,836.05  
Remaining budget funds: \$29,163.95

**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>
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**STAFF RECOMMENDATION:**

Staff Recommends APPROVAL

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The change order will replace some additional undersized pipes in conjunction with the dover court drainage area which are currently underperforming and causing localized flooding in the Kenswick Court cul-de-sac.

Approximately \$29,163.95 remains in the project budget. Alderman Little has offered to utilize a portion of his discretionary funds (approximately 15,365.56) to make up the difference in the funding.

***Suggested Motion: APPROVAL OF CHANGE ORDER NO. 1 FOR BURNS DIRT CONSTRUCTION FOR THE HUNTINGTON PARK DRAINAGE PROJECT IN THE AMOUNT OF \$44,529.51***



**Burns Dirt Construction, Inc**

**P.O. Box 2982**

**Columbus, MS 39704**

Phone: (662) 329-3703

Fax: (662) 329-9843

**Project: Hunington Park**

**Change Order #1  
BID SHEET**

DATE: 7/30/15

ITEM	QUANTITY	Unit	SUB UNIT PRICE	Bid Price
<i>Removal of Existing Storm Conduit</i>	<i>280.0</i>	<i>LF</i>	<i>\$ 21.00</i>	<i>\$ 5,880.52</i>
<i>Removal of Single Tree</i>	<i>1.0</i>	<i>LS</i>	<i>\$ 1,150.09</i>	<i>\$ 1,150.09</i>
<i>Removal of concrete Sidewalk</i>	<i>30.0</i>	<i>SF</i>	<i>\$ 3.15</i>	<i>\$ 94.51</i>
<i>Removal of Concrete gutter</i>	<i>10.0</i>	<i>LF</i>	<i>\$ 3.15</i>	<i>\$ 31.50</i>
<i>Removal of Curb inlet and Box</i>	<i>1.0</i>	<i>LS</i>	<i>\$ 1,575.14</i>	<i>\$ 1,575.14</i>
<i>Remove and Replace Brick Wall</i>	<i>20.0</i>	<i>LF</i>	<i>\$ 56.00</i>	<i>\$ 1,120.00</i>
<i>UNOFFICIAL PRICE - SUBJECT TO CHANGE AT LATER DATE</i>				
<i>Remove and Replace Wood Fence</i>	<i>10.0</i>	<i>LF</i>	<i>\$ 21.79</i>	<i>\$ 217.89</i>
<i>29" x 18" RCAP</i>	<i>140.0</i>	<i>LF</i>	<i>\$ 79.28</i>	<i>\$ 11,099.48</i>
<i>Concrete Headwall</i>	<i>1.0</i>	<i>LS</i>	<i>\$ 3,885.34</i>	<i>\$ 3,885.34</i>
<i>Pipe Embedment - Sand (LVM)</i>	<i>55.0</i>	<i>CY</i>	<i>\$ 34.65</i>	<i>\$ 1,905.92</i>
<i>Topsoil LVM</i>	<i>14.5</i>	<i>CY</i>	<i>\$ 12.60</i>	<i>\$ 189.02</i>
<i>Curb and Gutter Unlet Box with 1 Casting</i>	<i>1.0</i>	<i>LS</i>	<i>\$ 5,565.49</i>	<i>\$ 5,565.49</i>
<i>Saw Cut</i>	<i>140.0</i>	<i>LF</i>	<i>\$ 12.60</i>	<i>\$ 1,764.16</i>
<i>Concrete Sidewalk</i>	<i>30.0</i>	<i>SF</i>	<i>\$ 15.75</i>	<i>\$ 472.54</i>

Concrete Curb and Gutter	10.0	LF	\$ 152.37	\$ 1,523.68
Remove and Replace Concrete Driveway	425.0	SF	\$ 18.90	\$ 8,033.21
Grassing	0.010	AC	\$ 2,100.19	\$ 21.00

\$ 44,529.51

Yours truly,




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Nic Parish

CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: XI.F.1.  
AGENDA DATE AUGUST 4<sup>TH</sup>, 2015

SUBJECT: Claims Docket through July 30, 2015

AMOUNT & SOURCE OF FUNDING: FY 2014-2015 Budget

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING  
JULY 30, 2015 IS \$348,453.26**

**SED CLAIMS DOCKET AMOUNT \$3,446,823.11**

**TOTAL AMOUNT TO BE PAID \$3,795,276.57**

REQUESTING

DIRECTOR'S

DEPARTMENT: City Clerk's Office

AUTHORIZATION: Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: City Clerk, Lesa Hardin

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STAFF RECOMMENDATION: Approval of the Claims Docket #08-04-15a for  
Claims from all Departments through July 30, 2015 as listed.

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City of Starkville, MS

# Expense Approval Report By Fund

Post Dates 7/24/2015 - 7/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Fund: 001 - GENERAL FUND</b>							
Department: 000 - UNDESIGNATED							
Outstanding							
RACKLEY OIL INC.	000410600	07/29/2015	GAS	001-000-070-251		07/29/2015	19,686.94
RACKIFY OIL INC.	000410601	07/29/2015	DIESEL	001-000-070-251		07/29/2015	14,988.35
SIERRA ADAMS	INV0014993	07/30/2015	#1000019633 RESTITUTION FROM MICHAEL DAVIS	001-000-330-135		07/30/2015	258.00
PITNEY BOWES INC- PURCHASE POWER	INV0014966	07/28/2015	PURCHASE POWER #8000- 9000-1141-9748	001-000-054-205		07/28/2015	91.36
MITCHELL AUTOMOTIVE	125628	07/24/2015	PROGRAM KEY FOR DODGE CHARGER	001-000-334-126		07/24/2015	519.15
LITTLE CAESARS / SIZZLING CAESARS LLC	31663	07/30/2015	H#14849 DONATION	001-000-160-697		07/30/2015	41.99
XANTHE JOIRER	INV0014994	07/30/2015	OVERPAID	001-000-149-691		07/30/2015	305.00
DELTA COM	115417950721150	07/28/2015	#11041795 PHONE CHARGES	001-000-054-208		07/28/2015	72.54
CLARK BEVERAGE GROUP, IN	INV0014970	07/29/2015	NATIONAL NIGHT OUT	001-000-160-698		07/29/2015	75.00
GREGORY CHANEY	INV0014971	07/29/2015	NATIONAL NIGHT OUT	001-000-160-698		07/29/2015	200.00
BRANDON GANN	INV0014992	07/30/2015	NATIONAL NIGHT OUT	001-000-160-698		07/30/2015	300.00
STACY THOMPSON	INV0014995	07/30/2015	OVERPAYMENT #1326889	001-000-149-691		07/30/2015	225.00
<b>Outstanding Total:</b>							<b>36,763.33</b>
Paid							
LAWRENCE WAGNER	INV0014960	07/24/2015	#1323951 RESTITUTION FROM JESSE DENNIS	001-000-330-135		07/24/2015	1,658.00
MARCIA MILONS	INV0014961	07/24/2015	RESTITUTION FROM JIMMY PERKINS	001-000-330-135		07/24/2015	30.00
DISTRICT ATTORNEY'S OFFIC	INV0014962	07/24/2015	#03-5713 RESTITUTION	001-000-330-135		07/24/2015	94.59
FELTON WILLIAMS	INV0014963	07/24/2015	FROM JIMMIE FERGUSON #1319440 RESTITUTION	001-000-330-135		07/24/2015	100.00
CHARLES LANGLEY	INV0014964	07/24/2015	FROM SYLVESTER JONES OVERPAYMENT ON CASH BOND #1312509	001-000-149-691		07/24/2015	134.00
<b>Paid Total:</b>							<b>2,016.59</b>
<b>Department 000 - UNDESIGNATED Total:</b>							
							<b>38,779.92</b>
Outstanding							
CSPIRE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	001-100-604-330		07/30/2015	134.97
<b>Outstanding Total:</b>							<b>134.97</b>

Expense Approval Report

Post Dates: 7/24/2015 - 7/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Paid</b>							
NATIONAL LEAGUE OF CITIES	INV0014956	07/24/2015	DAVID LITTLE #3287 REGISTRATION	001-100-610-350		07/24/2015	450.00
NATIONAL LEAGUE OF CITIES	INV0014958	07/24/2015	SCOTT MAYNARD #3286 REGISTRATION	001-100-610-350		07/24/2015	450.00
<b>Department: 100 - MUNICIPAL COURT</b>							<b>Paid Total: 900.00</b>
<b>Outstanding</b>							<b>Department 100 - BOARD OF ALDERMEN Total: 1,034.97</b>
PITNEY BOWES INC- PURCHASE POWER	INV0014966	07/28/2015	PURCHASE POWER #8000- 9000-1141-9748	001-110-604-330		07/28/2015	91.36
<b>Department: 120 - MAYORS OFFICE</b>							<b>Outstanding Total: 91.36</b>
<b>Outstanding</b>							<b>Department 110 - MUNICIPAL COURT Total: 91.36</b>
PITNEY BOWES INC- PURCHASE POWER	INV0014966	07/28/2015	PURCHASE POWER #8000- 9000-1141-9748	001-120-604-330		07/28/2015	91.37
BANKFIRST-V SA PAYMENT	INV0014965	07/27/2015	CORP OF ENGINEER LUNCH	001-120-691-550		07/27/2015	229.16
PETTY CASH VOUCHERS	E/D039000	07/28/2015	ALDERMEN SUPPORT	001-120-503-202		07/28/2015	4.28
CSPIRE WIRELESS	INV0014996	07/30/2015	ACCF0030343986 CHARGES	001-120-604-330		07/30/2015	50.00
<b>Department: 120 - MAYORS OFFICE</b>							<b>Outstanding Total: 374.81</b>
<b>Paid</b>							<b>Department 120 - MAYORS OFFICE Total: 999.81</b>
NATIONAL LEAGUE OF CITIES	INV0014959	07/24/2015	PARKER WISEMAN #1522 REGISTRATION	001-120-610-350		07/24/2015	625.00
<b>Department: 123 - IT</b>							<b>Paid Total: 625.00</b>
<b>Outstanding</b>							<b>Department 120 - MAYORS OFFICE Total: 999.81</b>
BANKFIRST-VISA PAYMENT	INV0014990	07/30/2015	GATE.COM	001-123-604-330		07/30/2015	351.85
GARNER COMPUTER SERVICES	1046062	07/28/2015	CISCO SMARTNET 8x5	001-123-600-300		07/28/2015	2,070.00
GARNER COMPUTER SERVICES	1046063	07/28/2015	CISCO GBIC (2)	001-123-630-400		07/28/2015	260.00
GARNER COMPUTER SERVICES	1046064	07/28/2015	NEW CITY HALL FIBER/MATERIALS	001-123-600-300		07/28/2015	4,750.00
GARNER COMPUTER SERVICES	1046065	07/28/2015	3-PANEL CONFERENCE PHONE	001-123-918-805		07/28/2015	2,160.00
GARNER COMPUTER SERVICES	1046066	07/28/2015	SAMSUNG IP 7200-S PBX	001-123-918-805		07/28/2015	4,830.00
GARNER COMPUTER SERVICES	1046067	07/28/2015	SAMSUNG SMT-15220K PHONE PACK	001-123-918-805		07/28/2015	4,400.00
GARNER COMPUTER SERVICES	1046068	07/27/2015	NETWORK/ COMM CONSULT & LABOR	001-123-600-300		07/27/2015	4,500.00

Expense Approval Report

Post Dates: 7/24/2015 - 7/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CSPIRE WIRELESS	INV0014966	07/30/2015	ACC#0030343986 CHARGES	001-123-604-330		07/30/2015	72.82
CSPIRE WIRELESS	INV0014966	07/30/2015	ACC#0030343986 CHARGES	001-123-604-330		07/30/2015	39.99
Department: 145 - OTHER ADMINISTRATIVE Outstanding							23,434.66
Department 123 - IT Total:							23,434.66
DFLL MARKETING L.P.	XJPRNDTF6	07/27/2015	OPTIPLEX 3020 MINITOWER BT BASE	001-145-501-200		07/27/2015	788.42
PITNEY BOWES INC- PURCHASE POWER	INV0014966	07/28/2015	PURCHASE POWER #8000- 9000-1141-9748	001-145-604-330		07/28/2015	91.36
DELTACOM	110417950721150	07/28/2015	#11041795 PHONE CHARGES	001-145-630-400		07/28/2015	97.95
MS DEPT OF PUBLIC SAFETY	INV0014967	07/28/2015	WIRELESS COMM FEE	001-145-670-386		07/28/2015	4,075.50
STATE TREASURER	INV0014968	07/28/2015	JUNE 2015 MUN.COURT SETTLEMENT	001-145-670-376		07/28/2015	148.25
STATE TREASURER	INV0014968	07/28/2015	JUNE 2015 MUN.COURT SETTLEMENT	001-145-670-377		07/28/2015	3,653.25
STATE TREASURER	INV0014968	07/28/2015	JUNE 2015 MUN.COURT SETTLEMENT	001-145-670-378		07/28/2015	1,417.50
STATE TREASURER	INV0014968	07/28/2015	JUNE 2015 MUN.COURT SETTLEMENT	001-145-670-382		07/28/2015	18,336.75
STATE TREASURER	INV0014968	07/28/2015	JUNE 2015 MUN.COURT SETTLEMENT	001-145-670-385		07/28/2015	10,883.75
STATE TREASURER	INV0014968	07/28/2015	JUNE 2015 MUN.COURT SETTLEMENT	001-145-670-387		07/28/2015	6,114.00
STATE TREASURER	INV0014968	07/28/2015	JUNE 2015 MUN.COURT SETTLEMENT	001-145-670-389		07/28/2015	10.00
STATE TREASURER	INV0014968	07/28/2015	JUNE 2015 MUN.COURT SETTLEMENT	001-145-670-391		07/28/2015	600.00
STATE TREASURER	INV0014968	07/28/2015	JUNE 2015 MUN.COURT SETTLEMENT	001-145-670-393		07/28/2015	609.25
STATE TREASURER	INV0014968	07/28/2015	JUNE 2015 MUN.COURT SETTLEMENT	001-145-670-395		07/28/2015	125.25
CENTER FOR GOVERNMENT & COMMUNITY DEVELOPME	LESA_HARDIN	07/29/2015	LESA HARDIN MASTER ACADEMY COURSE	001-145-690-556		07/29/2015	75.00
BASICS, INC. A Trade America Company	19895	07/30/2015	SOFT SOAP	001-145-501-200		07/30/2015	29.59
Department: 159 - BONDING-CITY EMPLOYEES Outstanding							47,055.82
Department 145 - OTHER ADMINISTRATIVE Total:							47,055.82
REYNOLDS/RENASANT INSURANCE AGENCY	654471	07/30/2015	RODNEY LINCOLN	001-159-620-371		07/30/2015	175.00
Outstanding Total:							175.00
Department 159 - BONDING-CITY EMPLOYEES Total:							175.00

Expense Approval Report

Post Dates: 7/24/2015 - 7/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Department: 169 - LEGAL</b>							
<b>Outstanding</b>							
SESSUMS DALLAS, PLLC	996.15.085	07/29/2015	MEDIATION-CARVER DRIVE	001-169-600-309		07/29/2015	2,950.00
Outstanding Total:							2,950.00
Department 169 - LEGAL Total:							2,950.00
<b>Department: 180 - PERSONNEL ADMINISTRATION</b>							
<b>Outstanding</b>							
PITNEY BOWES INC- PURCHASE POWER	INV0014966	07/28/2015	PURCHASE POWER #8000- 9000-1141-9748	001-180-604-330		07/28/2015	91.37
SULLIVAN'S OFFICE SUPPLY, INC.	180847	07/30/2015	RECEIPT BOOKS	001-180-501-200		07/30/2015	18.47
Outstanding Total:							109.84
Department 180 - PERSONNEL ADMINISTRATION Total:							109.84
<b>Department: 190 - CITY PLANNER</b>							
<b>Outstanding</b>							
SULLIVAN'S OFFICE SUPPLY, INC.	176988	07/30/2015	ROLL PAPER -BOND	001-190-501-200		07/30/2015	59.85
PITNEY BOWES INC- PURCHASE POWER	INV0014966	07/28/2015	PURCHASE POWER #8000- 9000-1141-9748	001-190-604-330		07/28/2015	91.36
CSPIRE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	001-190-604-330		07/30/2015	305.63
Outstanding Total:							456.84
Department 190 - CITY PLANNER Total:							456.84
<b>Department: 192 - GENERAL GOVERN BLDG &amp; PLANT</b>							
<b>Outstanding</b>							
CINTAS	215823680	07/28/2015	CITY HALL	001-192-535-233		07/28/2015	25.84
STARKVILLE ELECTRIC	INV0014988	07/30/2015	SED BILLS BY DEPT	001-192-625-380		07/30/2015	37.71
Outstanding Total:							63.55
Department 192 - GENERAL GOVERN BLDG & PLANT Total:							63.55
<b>Department: 196 - CEMETERY ADMINISTRATION</b>							
<b>Outstanding</b>							
LESLIE DEAN, RLA	252	07/30/2015	ODD FELLOWS (UNIV.DRIVE) 7/28/15	001-196-630-402		07/30/2015	1,100.00
Outstanding Total:							1,100.00
Department 196 - CEMETERY ADMINISTRATION Total:							1,100.00
<b>Department: 197 - ENGINEERING</b>							
<b>Outstanding</b>							
PITNEY BOWES INC- PURCHASE POWER	INV0014966	07/28/2015	PURCHASE POWER #8000- 9000-1141-9748	001-197-604-330		07/28/2015	91.37

Expense Approval Report

Post Dates: 7/24/2015 - 7/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount	
CSPIRE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	001-197-604-330		07/30/2015	69.10	
Department: 201 - POLICE DEPARTMENT							Outstanding Total:	160.47
Outstanding							Department 197 - ENGINEERING Total:	160.47
BARNEYS OF LAYAYETTE	0015710-0	07/29/2015	PISTOLS	001-201-556-251		07/29/2015	6,544.00	
CANON FINANCIAL SERVICES, INC	15112083	07/29/2015	COPIER RENTAL	001-201-635-369		07/29/2015	402.00	
INFORMATION TECHNOLOGY SVC5.	CO213230915	07/29/2015	WAN CIRCUIT	001-201-600-300		07/29/2015	224.00	
DIGITAL-ALLY	1078697	07/28/2015	ADAPTER /FRT	001-201-556-251		07/28/2015	50.00	
DIGITAL-ALLY	1078712	07/29/2015	WIRELESS MICROPHONE	001-201-556-251		07/29/2015	395.00	
R&M TIRES	1102828	07/29/2015	TIRE MOUNT	001-201-630-360		07/29/2015	17.50	
R&M TIRES	1102851	07/29/2015	TIRE MOUNT	001-201-630-360		07/29/2015	70.00	
TRI-STARR MUFFLER & BRAKES	190693	07/29/2015	OIL CHANGE	001-201-630-360		07/29/2015	38.95	
MID-SOUTH UNIFORM & SUPPLY	533611	07/29/2015	FLAGS	001-201-556-251		07/29/2015	326.90	
SECURITY SOLUTIONS	75627	07/29/2015	SERVICE CALL	001-201-600-300		07/29/2015	80.00	
PITNEY BOWES INC- PURCHASE POWER	INV0014966	07/28/2015	PURCHASE POWER #8000-9000-1141-9748	001-201-604-330		07/28/2015	91.36	
EXPRESS OIL	02302-116004	07/29/2015	OIL CHANGE	001-201-630-360		07/29/2015	38.75	
DOGPOUND PRINTING	INV0014977	07/29/2015	UNIFORMS	001-201-691-550		07/29/2015	153.00	
RACKLEY OIL INC.	000411775	07/29/2015	GAS	001-201-525-231		07/29/2015	9.85	
WAL MART-GENERAL CITY	03033	07/29/2015	FRAME	001-201-556-251		07/29/2015	14.88	
R&M TIRES	1103004	07/29/2015	ALIGNMENT / TIRES	001-201-630-360		07/29/2015	132.50	
MID-SOUTH UNIFORM & SUPPLY	533850	07/29/2015	UNIFORMS	001-201-535-233		07/29/2015	2,212.82	
OKTIBBEHA COUNTY COOPERATIVE	926684	07/29/2015	MEASURING CUP/ KILLZALL	001-201-556-251		07/29/2015	31.67	
RACKLEY OIL INC	000411869	07/29/2015	GAS	001-201-525-231		07/29/2015	51.83	
RACKLEY OIL INC.	000411869	07/29/2015	GAS	001-201-525-231		07/29/2015	2,048.80	
WAL MART-GENERAL CITY	09847	07/29/2015	BIKE ACCESSORIES	001-201-556-251		07/29/2015	110.52	
TRI-STARR MUFFLER & BRAKES	323217	07/29/2015	OIL CHANGE	001-201-630-360		07/29/2015	38.95	
OKTIBBEHA COUNTY COOPERATIVE	926890	07/29/2015	BOOTS	001-201-535-233		07/29/2015	199.70	
TAYLOR WELLS	D024266	07/29/2015	REIMBURSE GAS	001-201-525-231		07/29/2015	30.00	
DELTA COM	110417950721150	07/28/2015	#11041795 PHONE CHARGES	001-201-604-330		07/28/2015	97.00	
BARNEYS OF LAYAYETTE	726678	07/29/2015	CREDIT MEMO INVOICE #0015710-0 PISTOLS	001-201-556-251		07/29/2015	-3,900.00	
CSPIRE WIRELESS	INV0014978	07/29/2015	ACC#0031694497	001-201-556-251		07/29/2015	303.86	
CSPIRE WIRELESS	INV0014978	07/29/2015	ACC#0031694497	001-201-556-251		07/29/2015	65.92	

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CSPIRE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	001-201-604-330		07/30/2015	1,992.25
Department: 250 - NARCOTICS BUREAU Outstanding							11,872.01
Department 201 - POLICE DEPARTMENT Total:							11,872.01
MAXXSOUTH BROADBAND	INV0014976	07/29/2015	NARCOTICS INTERNET	001-250-600-300		07/29/2015	212.28
CSPIRE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	001-250-604-330		07/30/2015	114.35
Department: 250 - NARCOTICS BUREAU Total:							326.63
Department: 261 - FIRE DEPARTMENT Outstanding							326.63
SUNBELT FIRE APPARATUS	90950	07/29/2015	FIREFIGHTING GEAR	001-261-918-805		07/29/2015	9,806.65
MID-SOUTH UNIFORM & SUPPLY	532715	07/29/2015	UNIFORMS	001-261-535-233		07/29/2015	137.67
EMERGENCY EQUIPMENT PROFESSIONALS	414787	07/29/2015	CYL SEAL KIT	001-261-630-360		07/29/2015	229.55
GALL'S INC	003783963	07/29/2015	UNIFORM BOOTS	001-261-535-233		07/29/2015	129.99
RACKLEY OIL INC.	000411419	07/29/2015	FUEL	001-261-525-231		07/29/2015	279.28
RACKLEY OIL INC.	000411867	07/29/2015	FUEL	001-261-525-231		07/29/2015	144.40
LOWE'S	09818	07/29/2015	BLDG MATERIALS	001-261-555-250		07/29/2015	5.68
SUNBELT FIRE APPARATUS	107637	07/29/2015	SERVICE SCBA	001-261-630-360		07/29/2015	148.10
WATERS TRUCK & TRACTOR CO INC	1-252030039	07/29/2015	HOUSING ASSY / BOLT CONN ROD	001-261-630-360		07/29/2015	440.88
EMERGENCY EQUIPMENT PROFESSIONALS	415419	07/29/2015	CYL SEAL KIT	001-261-630-360		07/29/2015	-229.55
STARKVILLE AUTO PARTS	5151-82459	07/29/2015	POLY RIB BELTS	001-261-630-360		07/29/2015	22.99
AUTO ZONE	042604065	07/29/2015	HDLIGHT SKT / PRLL CONNMC	001-261-630-360		07/29/2015	10.49
ADVANCED AUTO PARTS PROFESSIONAL	7064	07/29/2015	HEADLIGHT CONN	001-261-630-360		07/29/2015	30.13
IVY AUTO PARTS, LLC.	504402	07/29/2015	SKET / HAL LAMP	001-261-630-360		07/29/2015	27.68
BANKFIRST-VISA PAYMENT	INV0014972	07/29/2015	TRAVEL CENTER OF AMERICA FUEL	001-261-525-231		07/29/2015	77.00
WATERS TRUCK & TRACTOR CO. INC.	1-252100026	07/30/2015	MOTOR	001-261-630-360		07/30/2015	315.00
FIRST RESPONSE FIRE- MIKE COLLINS	2349	07/29/2015	REFILL FIRE EXT	001-261-691-550		07/29/2015	50.00
CHRISTOPHER KEYS	INV0014974	07/29/2015	REIMBURSE - TURTLE WAX	001-261-630-360		07/29/2015	16.03
WATERS TRUCK & TRACTOR CO. INC.	1-252100077	07/30/2015	RETURNED MOTOR H#14860 CREDIT MEMO	001-261-630-360		07/30/2015	-315.00
DELL MARKETING L.P.	XJPW16J36	07/29/2015	VENUE PROJII (7140)	001-261-918-805		07/29/2015	1,357.80
MID-SOUTH UNIFORM & SUPPLY	533324	07/29/2015	UNIFORMS	001-261-535-233		07/29/2015	54.67
Department 250 - NARCOTICS BUREAU Total:							12,739.44

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THE CLINIC AT ELM LAKE, PA	11575	07/25/2015	TESTING	001-261-691-550		07/25/2015	90.00
<b>Department: 262 - FIRE PREVENTION</b> Outstanding							<b>Paid Total:</b> 90.00
CREATIVE PRODUCT SOURCE, INC	CPI052365	07/29/2015	ACTIVITY CARDS	001-262-555-250	Department 261 - FIRE DEPARTMENT		12,829.44
<b>Department: 263 - FIRE TRAINING</b> Outstanding							<b>Outstanding Total:</b> 215.07
DELL MARKETING L.P.	XJPP09C96	07/29/2015	PROJECTOR	001-263-600-390		07/29/2015	524.30
DELL MARKETING L.P.	XJPPK4P85	07/29/2015	MOUNT KIT	001-263-600-390		07/29/2015	130.19
STATE FIRE ACADEMY	23356	07/29/2015	FF PHYFITNESS	001-263-600-390		07/29/2015	2,325.00
TONY CLAYBORN	INV0014973	07/29/2015	MSFA TRAINING	001-263-600-390		07/29/2015	84.00
PAUL MAXWELL	INV0014975	07/29/2015	REIMBURSE - NREMT EXAM	001-263-600-390		07/29/2015	70.00
DELL MARKETING L.P.	XJPTTF472	07/29/2015	VENUE IIPRO (7140)	001-263-600-390		07/29/2015	1,357.80
<b>Department: 264 - FIRE COMMUNICATIONS</b> Outstanding							<b>Outstanding Total:</b> 4,491.29
CSPIRE WIRELESS	INV0014978	07/29/2015	ACC#0031694497	001-264-604-330	Department 263 - FIRE TRAINING		4,491.29
CSPIRE WIRELESS	INV0014978	07/29/2015	ACC#0031694497	001-264-604-330		07/29/2015	39.98
CSPIRE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	001-264-604-330		07/30/2015	39.98
<b>Department: 267 - FIRE STATIONS AND BUILDINGS</b> Outstanding							<b>Outstanding Total:</b> 268.44
BELL BUILDING SUPPLY, INC.	107221	07/24/2015	5 1/4" Clear Base 16'	001-267-558-269	Department 264 - FIRE COMMUNICATIONS	07/24/2015	268.44
OKTIBBEHA COUNTY COOPERATIVE	926567	07/29/2015	FERTILIZER / WASP SPRAY	001-267-558-269		07/29/2015	380.80
ATMOS ENERGY	INV0014979	07/30/2015	#3017756705 ST#2	001-267-625-380		07/30/2015	28.19
BELL BUILDING SUPPLY, INC.	115929	07/24/2015	5 1/4" Clear Base 16' (RETURNED-CREDIT MEMO)	001-267-558-269		07/24/2015	41.18
<b>Department: 267 - FIRE STATIONS AND BUILDINGS</b> Outstanding Total:							69.37
<b>Department 267 - FIRE STATIONS AND BUILDINGS Total:</b>							<b>69.37</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Department: 281 - BUILDING/CODES OFFICE</b>							
Outstanding							
PITNEY BOWES INC- PURCHASE POWER	INV0014966	07/28/2015	PURCHASE POWER #8000- 9000-1141-9748	001-281-604-330		07/28/2015	91.36
BANKFIRST-VISA PAYMENT	INV0014991	07/30/2015	LIGHTHOUSE PRINTING	001-281-501-200		07/30/2015	108.24
CSP:RE WIRELESS	INV0014978	07/29/2015	ACC#0031694497	001-281-604-330		07/29/2015	199.99
CSP:RE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	001-281-604-330		07/30/2015	124.30
			<b>Outstanding Total:</b>				<b>523.89</b>
<b>Department: 281 - BUILDING/CODES OFFICE Total:</b>							
							<b>523.89</b>
<b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM</b>							
Outstanding							
STARKVILLE ELECTRIC	INV0014988	07/30/2015	SED BILLS BY DEPT	001-290-625-380		07/30/2015	28.04
			<b>Outstanding Total:</b>				<b>28.04</b>
<b>Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:</b>							
							<b>28.04</b>
<b>Department: 301 - STREET DEPARTMENT</b>							
Outstanding							
LOWE'S	902973	07/28/2015	OWE \$0.05 ON INVOICE #02973 po#A0584	001-301-555-250		07/28/2015	0.05
DELTA COM	110417950721150	07/28/2015	#11041795 PHONE CHARGES	001-301-604-330		07/28/2015	33.00
CINTAS	215823682	07/28/2015	STREET	001-301-535-233		07/28/2015	96.74
CSP:RE WIRELESS	INV0014978	07/29/2015	ACC#0031694497	001-301-604-330		07/29/2015	34.99
CSP:RE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	001-301-604-330		07/30/2015	51.54
			<b>Outstanding Total:</b>				<b>216.32</b>
<b>Department: 301 - STREET DEPARTMENT Total:</b>							
							<b>216.32</b>
<b>Department: 360 - ANIMAL CONTROL</b>							
Outstanding							
CSP:RE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	001-360-604-330		07/30/2015	38.04
			<b>Outstanding Total:</b>				<b>38.04</b>
<b>Department: 360 - ANIMAL CONTROL Total:</b>							
							<b>38.04</b>
<b>Department: 600 - CAPITAL PROJECTS</b>							
Outstanding							
JC CHEEK CONTRACTORS, IN	EED0072015	07/29/2015	IF REMOVAL OF TRAFFIC STRIPE	001-600-912-809		07/29/2015	1,272.00
			<b>Outstanding Total:</b>				<b>1,272.00</b>
<b>Department: 600 - CAPITAL PROJECTS Total:</b>							
							<b>1,272.00</b>
<b>Department: 600 - CAPITAL PROJECTS</b>							
Paid							
NEEL-SCHAFFER	1027928.	07/24/2015	2010 LVNN LANE BICYCLE/PEDESTRIAN PATH	001-600-902-940		07/24/2015	28,183.38
			<b>Paid Total:</b>				<b>28,183.38</b>
<b>Department: 600 - CAPITAL PROJECTS Total:</b>							
							<b>29,455.38</b>
<b>Fund 001 - GENERAL FUND Total:</b>							
							<b>176,746.16</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Fund: 015 - AIRPORT FUND</b>							
<b>Department: 505 - AIRPORT</b>							
<b>Outstanding</b>							
MAGNOLIA BOTTLED WATER CO	14542	07/28/2015	WATER/ CUPS	015-505-501-200		07/28/2015	45.00
BRADLEY MICHAEL	4	07/28/2015	11.5 HRS WORKED	015-505-600-338		07/28/2015	92.00
JACOB MOREE	6	07/28/2015	9.25 HRS WORKED	015-505-600-338		07/28/2015	74.00
CSPIRE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	015-505-604-330		07/30/2015	62.15
						<b>Outstanding Total:</b>	<b>273.15</b>
						<b>Department 505 - AIRPORT Total:</b>	<b>273.15</b>
						<b>Fund 015 - AIRPORT FUND Total:</b>	<b>273.15</b>

**Fund: 022 - SANITATION**

**Department: 322 - SANITATION DEPARTMENT**

**Outstanding**

PITNEY BOWES INC-	INV0014966	07/28/2015	PURCHASE POWER #8000-9000-1141-9748	022-322-604-330		07/28/2015	91.37
CINTAS	215823686	07/28/2015	SANITATION	022-322-535-233		07/28/2015	192.50
CSPIRE WIRELESS	INV0014996	07/30/2015	ACC#0030343986 CHARGES	022-322-604-330		07/30/2015	161.34
						<b>Outstanding Total:</b>	<b>445.21</b>

**Paid**

THE CLINIC AT ELM LAKE, PA	11575	07/25/2015	TESTING	022-322-691-550		07/25/2015	30.00
						<b>Paid Total:</b>	<b>30.00</b>
						<b>Department 322 - SANITATION DEPARTMENT Total:</b>	<b>475.21</b>

**Department: 341 - LANDSCAPING**

**Outstanding**

CINTAS	215823686	07/28/2015	SANITATION	022-341-535-233		07/28/2015	53.66
						<b>Outstanding Total:</b>	<b>53.66</b>
						<b>Department 341 - LANDSCAPING Total:</b>	<b>53.66</b>
						<b>Fund 022 - SANITATION Total:</b>	<b>528.87</b>

**Fund: 023 - LANDFILL ACCOUNT**

**Department: 323 - SANITARY LANDFILL**

**Outstanding**

CINTAS	215823685	07/28/2015	LANDFILL	023-323-535-233		07/28/2015	35.00
						<b>Outstanding Total:</b>	<b>35.00</b>
						<b>Department 323 - SANITARY LANDFILL Total:</b>	<b>35.00</b>
						<b>Fund 023 - LANDFILL ACCOUNT Total:</b>	<b>35.00</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
<b>Fund: 375 - PARK AND REC TOURISM</b>							
<b>Department: 551 - PARK &amp; REC TOURISM</b>							
<b>Outstanding</b>							
FIRST NATIONAL BANK OF CLARKSDALE	INV0014887	07/24/2015	\$5,375,000 SEPT2015 PYMT GO PARKS/REC BOND	375-551-830-826		07/24/2015	72,421.25
PETTY CASH VOUCHERS	INV0014997	07/30/2015	SPLASH PAD	375-551-907-942		07/30/2015	40.49
PETTY CASH VOUCHERS	INV0014998	07/30/2015	SLASH PAD	375-551-907-942		07/30/2015	177.41
						<b>Outstanding Total:</b>	<b>72,639.15</b>
<b>Fund: 400 - WATER &amp; SEWER DEPARTMENTS</b>							
<b>Department: 000 - UNDESIGNATED</b>							
<b>Outstanding</b>							
G&C SUPPLY CO., INC	6577149	07/29/2015	ADAPTER	400-000-070-250		07/29/2015	691.63
BELL BUILDING SUPPLY, INC.	115581	07/29/2015	4"CAP / TOOLS	400-000-070-250		07/29/2015	71.31
G&C SUPPLY CO., INC	6577775	07/29/2015	FRT / MUNICIPEX / INSERT / CONCRETE METER BOX	400-000-070-250		07/29/2015	1,490.92
COBURN SUPPLY COMPANY	647969025	07/29/2015	SADDLE	400-000-070-250		07/29/2015	232.80
COBURN SUPPLY COMPANY	647969025-1	07/25/2015	GATE VALVE	400-000-070-250		07/25/2015	1,090.00
DIXIE WHOLESale WATERWORKS	447084	07/29/2015	D#0660 SUPPLIES	400-000-070-250		07/29/2015	2,408.75
G&C SUPPLY CO., INC	6578214	07/29/2015	STEEL INSERT	400-000-070-250		07/29/2015	366.54
SOUTHERN PIPE AND SUPPLY CO., INC	8701833-00	07/29/2015	PIPE SUPPLIES D#0212	400-000-070-250		07/29/2015	149.98
DIXIE WHOLESale WATERWORKS	449156	07/29/2015	WRENCH / CHANNEL LOCK MATERIALS	400-000-070-250		07/29/2015	685.00
CENTRAL PIPE SUPPLY, INC.	S100023476.001	07/29/2015	METER BOX	400-000-070-250		07/29/2015	171.00
CENTRAL PIPE SUPPLY, INC.	S100023500.001	07/29/2015	BADGER METER SUPPLIES	400-000-070-250		07/29/2015	2,919.89
CENTRAL PIPE SUPPLY, INC.	S100023500.002	07/29/2015	FLANGE PACK	400-000-070-250		07/29/2015	7.80
DIXIE WHOLESale WATERWORKS	449334	07/29/2015	METER GASKET / 6"CLASS 150	400-000-070-250		07/29/2015	2,234.00
DIXIE WHOLESale WATERWORKS	449433	07/30/2015	RESETER	400-000-070-250		07/30/2015	799.44
DIXIE WHOLESale WATERWORKS	447076	07/29/2015	D#0660 SUPPLIES CREDIT MEMO	400-000-070-250		07/29/2015	-1,561.93
						<b>Outstanding Total:</b>	<b>11,757.13</b>
<b>Department 000 - UNDESIGNATED Total:</b>							
<b>11,757.13</b>							
<b>Department: 721 - NEW CONSTRUCTION REHAB</b>							
<b>Outstanding</b>							
CINTAS	215823679	07/28/2015	REHAB	400-721-535-233		07/28/2015	23.23

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CSPIRE WIRELESS	INV0014996	07/30/2015	ACC#003034986 CHARGES	400-721-604-330		07/30/2015	485.08
Department: 723 - WATER DEPARTMENT Outstanding							Outstanding Total: <u>509.31</u>
Department: 721 - NEW CONSTRUCTION REHAB Total:							<u>509.31</u>

THOMPSON MACHINERY	S2562001	07/29/2015	EQUIPMENT RENTAL	400-723-630-400		07/29/2015	1,800.00
FAS-FINAL COMPANY	MN01951335	07/29/2015	PROGRAM FEE	400-723-691-550		07/29/2015	300.00
MUNLEY TRUCKING CO., INC.	18537	07/29/2015	5 LOADS CR	400-723-751-562		07/29/2015	3,369.53
MUNLEY TRUCKING CO., INC.	19387	07/29/2015	4 LOADS CR	400-723-587-279		07/29/2015	2,658.23
BELL BUILDING SUPPLY, INC.	112568	07/29/2015	3/4 COMP CPLG	400-723-555-250		07/29/2015	14.60
THOMPSON MACHINERY	S25620011	07/29/2015	EQUIPMENT RENTAL	400-723-630-400		07/29/2015	22.50
MUNLEY JACKING CO., INC.	19431	07/29/2015	5 LOADS CR	400-723-587-279		07/29/2015	3,355.79
STARKVILLE AUTO PARTS	5151-81008	07/29/2015	TELE-MIRROR	400-723-630-400		07/29/2015	11.39
BUGS B GONE	233147	07/29/2015	PEST CONTROL 6/2/15	400-723-691-550		07/29/2015	90.00
MUNLEY TRUCKING CO., INC.	19432	07/29/2015	6 LOADS CR	400-723-587-279		07/29/2015	3,910.13
BELL BUILDING SUPPLY, INC.	119459	07/29/2015	SAW / WEDGE#4	400-723-555-250		07/29/2015	29.28
OKTIBBEHA COUNTY COOPERATIVE	922710	07/29/2015	BOOTS	400-723-535-233		07/29/2015	116.86
OKTIBBEHA COUNTY COOPERATIVE	922839	07/29/2015	TOP SOIL	400-723-751-562		07/29/2015	72.00
GATEWAY TIRE & SERVICE CENTER	1102815647	07/29/2015	REPAIR FLAT	400-723-630-400		07/29/2015	21.98
BELL BUILDING SUPPLY, INC.	120769	07/29/2015	TOOLS	400-723-555-250		07/29/2015	44.98
UNIVERSITY SCREENPRINT	18937	07/29/2015	UNIFORM	400-723-535-233		07/29/2015	299.75
OKTIBBEHA COUNTY COOPERATIVE	923375	07/29/2015	BOOT	400-723-535-233		07/29/2015	100.02
POWERSTROKE EQUIPMENT SALES & SVC	1070	07/29/2015	REPAIR CHAINSAW	400-723-630-400		07/29/2015	34.99
BELL BUILDING SUPPLY, INC.	120936	07/29/2015	CLAW HAMMER / STUB	400-723-555-250		07/29/2015	16.18
HANDYMAN RENTALS	13100	07/29/2015	CHOCKS	400-723-585-277		07/29/2015	30.00
OKTIBBEHA COUNTY COOPERATIVE	923589	07/29/2015	MAGIC COOL CLOTH	400-723-585-277		07/29/2015	94.89
BASICS, INC. A Trade America Company	19844	07/29/2015	JANITORIAL SUPPLIES	400-723-585-277		07/29/2015	445.49
BASICS, INC. A Trade America Company	19845	07/29/2015	FLY TRAPS / BROOMS/ DUST PANS	400-723-585-277		07/29/2015	79.60
OKTIBBEHA COUNTY COOPERATIVE	924106	07/29/2015	BOOTS	400-723-535-233		07/29/2015	183.58
GATEWAY TIRE & SERVICE CENTER	1102820504	07/29/2015	REPAIR FLAT	400-723-630-400		07/29/2015	15.00
UNITED RENTALS (NORTH AMERICA), INC.	129949511-001	07/30/2015	HOSE / 3" PUMP	400-723-630-400		07/30/2015	124.17
PITNEY BOWES INC- PURCHASE POWER	INV0014966	07/28/2015	PURCHASE POWER #8000-9000-1141-9748	400-723-604-330		07/28/2015	91.36

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UNITED RENTALS (NORTH AMERICA), INC.	130040887-001	07/29/2015	CHAIN / BLADE	400-723-630-400		07/29/2015	2,075.00
STARKVILLE AUTO PARTS	5151-82343	07/29/2015	ADAPTER	400-723-630-400		07/29/2015	7.19
OKTIBBEHA COUNTY COOPERATIVE	925373	07/29/2015	TRANSPLANTER / TROWEL	400-723-585-277		07/29/2015	22.36
OKTIBBEHA COUNTY COOPERATIVE	925427	07/29/2015	MULCH	400-723-751-562		07/29/2015	32.00
NETWORKFLEET, INC.	MINS0015077	07/28/2015	#CITY206 INSTALL-UNIT	400-723-604-330		07/28/2015	260.00
CINTAS	215823683	07/28/2015	AUTO	400-723-535-233		07/28/2015	35.00
CINTAS	215823684	07/28/2015	WATER	400-723-535-233		07/28/2015	136.13
BUGS B GONE	235022	07/29/2015	PEST CONTROL 7/6/15	400-723-691-550		07/29/2015	90.00
OKTIBBEHA COUNTY COOPERATIVE	919866	07/29/2015	COOLING WRAPS / BANDAN	400-723-585-277		07/29/2015	13.81
OKTIBBEHA COUNTY COOPERATIVE	920334	07/29/2015	TOPSOIL	400-723-751-562		07/29/2015	72.00
LOWE'S	02402	07/29/2015	TOOLS	400-723-630-400		07/29/2015	41.63
CINTAS FIRST AID & SAFETY	5003287236	07/29/2015	SERVICE CHARGE / MEDS	400-723-585-277		07/29/2015	37.86
CINTAS FIRST AID & SAFETY	5003287244	07/29/2015	SERVICE CHARGE / MEDS	400-723-585-277		07/29/2015	108.71
<b>Outstanding Total:</b>							<b>20,263.99</b>
<b>Department 723 - WASTE WATER TREATMENT PLANT</b>							<b>20,263.99</b>
<b>Outstanding</b>							<b>20,263.99</b>
DELTACOM	110417950721150	07/28/2015	#11041795 PHONE CHARGES	400-726-630-400		07/28/2015	61.00
CINTAS	215823681	07/28/2015	WASTE WATER	400-726-535-233		07/28/2015	6.64
STARKVILLE ELECTRIC	INV0014988	07/30/2015	SED BILLS BY DEPT	400-726-625-380		07/30/2015	26.06
<b>Outstanding Total:</b>							<b>93.70</b>
<b>Department 740 - DRINKING WATER TREATMENT</b>							<b>93.70</b>
<b>Outstanding</b>							<b>93.70</b>
STARKVILLE ELECTRIC	INV0014988	07/30/2015	SED BILLS BY DEPT	400-740-625-380		07/30/2015	2,179.29
<b>Outstanding Total:</b>							<b>2,179.29</b>
<b>Department 740 - DRINKING WATER TREATMENT</b>							<b>2,179.29</b>
<b>Outstanding</b>							<b>2,179.29</b>
Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS							
<b>Outstanding</b>							<b>63,427.51</b>
4-D CONSTRUCTION, INC	10	07/28/2015	SEWER EXPANSION	400-747-911-862		07/28/2015	63,427.51
<b>Outstanding Total:</b>							<b>63,427.51</b>
<b>Department 747 - MDA CAP LOAN SEWER IMPROVEMENTS</b>							<b>63,427.51</b>
<b>Outstanding</b>							<b>63,427.51</b>
<b>Fund 400 - WATER &amp; SEWER DEPARTMENTS</b>							<b>98,230.99</b>
<b>Outstanding</b>							<b>98,230.99</b>
<b>Grand Total:</b>							<b>348,453.26</b>

# Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	176,746.16	31,814.97
015 - AIRPORT FUND	273.15	0.00
022 - SANITATION	528.87	30.00
023 - LANDFILL ACCOUNT	35.00	0.00
375 - PARK AND REC TOURISM	72,639.15	0.00
400 - WATER & SEWER DEPARTMENTS	98,230.93	0.00
<b>Grand Total:</b>	<b>348,453.26</b>	<b>31,844.97</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	91.36	0.00
001-000-054-208	DUE FROM PARKS & REC	72.54	0.00
001-000-070-251	FUEL INVENTORY	34,675.29	0.00
001-000-149-691	MUNICIPAL COURT BON	664.00	134.00
001-000-160-697	DONATION FIRE	41.99	0.00
001-000-160-698	DONATION POLICE	575.00	0.00
001-000-330-135	COURT CLERK SETTLEME	2,140.59	1,882.59
001-000-334-126	POLICE FORFEITED FUN	519.15	0.00
001-100-604-330	COMMUNICATIONS	134.97	0.00
001-100-610-350	TRAVEL	900.00	900.00
001-110-604-330	COMMUNICATIONS	91.36	0.00
001-120-503-202	COMMITTEE SUPPORT	4.28	0.00
001-120-604-330	COMMUNICATIONS	141.37	0.00
001-120-610-350	TRAVEL	625.00	625.00
001-120-691-550	MISCELLANEOUS	229.16	0.00
001-123-600-300	PROFESSIONAL SERVICE	11,320.00	0.00
001-123-604-330	COMMUNICATIONS	464.66	0.00
001-123-630-400	EQUIPMENT REPAIR &	260.00	0.00
001-123-918-805	MACHINERY AND EQUIP	11,390.00	0.00
001-145-501-200	SUPPLIES	818.01	0.00
001-145-604-330	COMMUNICATIONS	91.36	0.00
001-145-630-400	EQUIPMENT REPAIR &	97.95	0.00
001-145-670-376	COURT CONSTITUENTS F	148.25	0.00
001-145-670-377	MOTOR VEHICLE LIABILI	3,653.25	0.00
001-145-670-378	APPEARANCE BOND FEE	1,417.50	0.00
001-145-670-382	TRAFFIC VIOLATIONS (T	18,336.75	0.00
001-145-670-385	IMPLIED CONSENT (TRU	10,883.75	0.00
001-145-670-386	WIRELESS COMM/DPS (	4,075.50	0.00
001-145-670-387	OTHER MISDEMEANORS	6,114.00	0.00
001-145-670-389	ADULT DRIVERS TRAININ	10.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-145-670-391	TRAUMA TRAFFIC(TRUS	600.00	0.00
001-145-670-393	VICTIMS BOND FEE (TRU	609.25	0.00
001-145-670-395	DRUG VIOLATION/TRUS	125.25	0.00
001-145-690-556	OTHER DUES	75.00	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-309	LEGAL EXPENSES	2,950.00	0.00
001-180-501-200	SUPPLIES	18.47	0.00
001-180-604-330	COMMUNICATIONS	91.37	0.00
001-190-501-200	SUPPLIES	59.85	0.00
001-190-604-330	COMMUNICATIONS	396.99	0.00
001-192-535-233	UNIFORMS	25.84	0.00
001-192-625-380	UTILITIES	37.71	0.00
001-196-630-402	REPAIRS & MAINTENAN	1,100.00	0.00
001-197-604-330	COMMUNICATIONS	160.47	0.00
001-201-525-231	GAS & OIL	2,140.48	0.00
001-201-535-233	UNIFORMS	2,412.52	0.00
001-201-556-251	POLICE SUPPLIES	3,942.75	0.00
001-201-600-300	PROFESSIONAL SERVICE	304.00	0.00
001-201-604-330	COMMUNICATIONS	2,180.61	0.00
001-201-630-360	SHOP REPAIRS & MAINT	336.65	0.00
001-201-635-369	COPIER RENTAL	402.00	0.00
001-201-691-550	MISCELLANEOUS	153.00	0.00
001-250-600-300	PROFESSIONAL SERVICE	212.28	0.00
001-250-604-330	COMMUNICATIONS	114.35	0.00
001-261-525-231	GAS & OIL	500.68	0.00
001-261-535-233	UNIFORMS	322.33	0.00
001-261-555-250	SUPPLIES & SMALL TOO	5.68	0.00
001-261-630-360	SHOP REPAIRS & MAINT	696.30	0.00
001-261-691-550	MISCELLANEOUS	140.00	90.00
001-261-918-805	MACHINERY AND EQUIP	11,164.45	0.00
001-262-555-250	SUPPLIES & SMALL TOO	215.07	0.00
001-263-600-390	FIRE TRAINING	4,491.29	0.00
001-264-604-330	COMMUNICATIONS	268.44	0.00
001-267-558-269	BUILDING MAINTENANC	28.19	0.00
001-267-625-380	UTILITIES	41.18	0.00
001-281-501-200	SUPPLIES	108.24	0.00
001-281-604-330	COMMUNICATIONS	415.65	0.00
001-290-625-380	UTILITIES	28.04	0.00
001-301-535-233	UNIFORMS	96.74	0.00
001-301-555-250	SUPPLIES & SMALL TOO	0.05	0.00
001-301-604-330	COMMUNICATIONS	119.53	0.00
001-360-604-330	COMMUNICATIONS	38.04	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-600-902-940	LYNN LANE IMPROVEME	28,183.38	28,183.38
001-600-912-809	2015/2016 STREET IMP	1,272.00	0.00
015-505-501-200	SUPPLIES	45.00	0.00
015-505-600-338	CONTRACT SERVICES	166.00	0.00
015-505-604-330	COMMUNICATIONS	62.15	0.00
022-322-535-233	UNIFORMS	192.50	0.00
022-322-604-330	COMMUNICATIONS	252.71	0.00
022-322-691-550	MISCELLANEOUS	30.00	30.00
022-341-535-233	UNIFORMS	53.66	0.00
023-323-535-233	UNIFORMS	35.00	0.00
375-551-830-826	INTEREST	72,421.25	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	217.90	0.00
400-000-070-250	INVENTORY	11,757.13	0.00
400-721-535-233	UNIFORMS	23.23	0.00
400-721-604-330	COMMUNICATIONS	486.08	0.00
400-723-535-233	UNIFORMS	871.34	0.00
400-723-555-250	SUPPLIES & SMALL TOO	105.04	0.00
400-723-585-277	OTHER REP & MAINT - S	832.72	0.00
400-723-587-279	STREET MAINTENANCE S	9,924.15	0.00
400-723-604-330	COMMUNICATIONS	351.36	0.00
400-723-630-400	EQUIPMENT REPAIR &	4,153.85	0.00
400-723-691-550	MISCELLANEOUS	480.00	0.00
400-723-751-562	MAINTENANCE MATERI	3,545.53	0.00
400-726-535-233	UNIFORMS	6.64	0.00
400-726-625-380	UTILITIES	26.06	0.00
400-726-630-400	EQUIPMENT REPAIR &	61.00	0.00
400-740-625-380	UTILITIES	2,179.29	0.00
400-747-911-862	INDUSTRIAL PARK SEWE	63,427.51	0.00
	Grand Total:	348,453.26	31,844.97

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
**None**	348,453.26	31,844.97
	Grand Total:	348,453.26

STARKVILLE ELECTRIC DEPT  
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING  
FOR: 08/05/15 ACCOUNT# 23200

UNPAID INVOICES

RUN DATE 07/30/15 PAGE 1  
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:											
3806304	07/29/15	110	ARKANSAS ELECTRIC		08/05/15	7752.00	.00	ACH			
						VENDOR TOTAL:	7752.00				
VENDOR:											
07/22/15		125	AT & T		08/05/15	680.20	.00	CHK			
						VENDOR TOTAL:	680.20				
VENDOR:											
7330-7331	07/30/15	134	ATWELL & GENT, P.A.		08/05/15	6055.00	.00	ACH			
			0 Consulting Services			VENDOR TOTAL:	6055.00				
VENDOR:											
151214681	07/29/15	139	ACC BUSINESS		08/05/15	1299.20	.00	CHK			
			0 Internet Services			VENDOR TOTAL:	1299.20				
VENDOR:											
5149;12909	07/29/15	190	BALDWIN LIGHTING, INC.		08/05/15	10250.00	.00	ACH			
			5957 Concrete & Wood Poles			VENDOR TOTAL:	10250.00				
VENDOR:											
114357	07/29/15	203	BLOSSMAN PROPANE GAS & REPL.		08/05/15	4.50	.00	CHK			
			0 Propane - #49			VENDOR TOTAL:	4.50				
VENDOR:											
34261	07/29/15	227	BULLDOG TOWING, LLC		08/05/15	250.00	.00	CHK			
			5988 Tow Truck #38			VENDOR TOTAL:	250.00				
VENDOR:											
07/01/15		307	CITY OF STARKVILLE		08/05/15	4618.80	.00	CHK			
			0 City Invoice			VENDOR TOTAL:	4618.80				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	318	CLAYTON VILLAGE MINI STG									
07/28/15	07/28/15	0	Storage Unit Rental		08/05/15	190.00	.00	ACH			
				VENDOR TOTAL:		190.00					
VENDOR:	552	EXPRESS SERVICES, INC									
16097463-0	07/30/15	0	Temp Office Employee		08/05/15	174.60	.00	CHK			
				VENDOR TOTAL:		174.60					
VENDOR:	555	EASSTER SOLUTIONS									
9000061015	07/29/15	0	AMI Project Services		08/05/15	5415.23	.00	ACH			
				VENDOR TOTAL:		5415.23					
VENDOR:	697	GARNER COMPUTER SERVICE									
1046057	07/29/15	0	VoIP Support & Replacement P		08/05/15	1404.56	.00	ACH			
				VENDOR TOTAL:		1404.56					
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.									
50007483-01	07/29/15	5892	Stock Material		08/05/15	2695.00	.00	ACH			
50007703-00	07/30/15	5964	Stock Material		08/05/15	3182.25	.00	ACH			
				VENDOR TOTAL:		5877.25					
VENDOR:	907	INDOFF, INC.									
2559931	07/29/15	5950	Engineering Graph Pads		08/05/15	99.00	.00	CHK			
				VENDOR TOTAL:		99.00					
VENDOR:	1887	S & S LINE SERVICE									
1630-1633	07/29/15	0	Right of Way Clearing		08/05/15	11556.80	.00	ACH			
				VENDOR TOTAL:		11556.80					
VENDOR:	1900	STARKVILLE ELECTRIC									
07/22/15	07/29/15	0	Utility Bill		08/05/15	94.80	.00	CHK			
				VENDOR TOTAL:		94.80					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ RCH SEQ
VENDOR:	1940	STUART C. IRBY									
S003050226.001	07/29/15	5970	Bucket Safety Harnesses		08/05/15	1155.00	.00	ACH			
S009068050.001	07/29/15	5980	1/0 Tree Wire		08/05/15	3102.48	.00	ACH			
VENDOR TOTAL:						4257.48					
VENDOR:	1999	T & C SPECIALTY DISTRIBUTORS									
11267-IN	07/29/15	5961	1/0 WRD Primary		08/05/15	11345.00	.00	CHK			
VENDOR TOTAL:						11345.00					
VENDOR:	2010	TVA-TREASURER									
E15-06-0214	06/30/15	0	June Power Invoice		08/03/15	3367220.01	.00	DEF			
VENDOR TOTAL:						3367220.01					
VENDOR:	2115	CAPS ELECTRICAL SUPPLY									
S200750499.003	07/29/15	5968	Stock Material		08/05/15	4715.00	.00	ACH			
VENDOR TOTAL:						4715.00					
VENDOR:	2118	BORDER STATES ELECTRIC									
909715632	07/29/15	5960	CT'S		08/05/15	1411.00	.00	ACH			
909723330	07/29/15	5738	CT'S		08/05/15	1035.00	.00	ACH			
VENDOR TOTAL:						2446.00					
VENDOR:	2300	WALMART COMMUNITY BRC									
07/29/15	07/30/15	5994	Office Supplies		08/05/15	226.28	.00	CHK			
VENDOR TOTAL:						226.28					
VENDOR:	99001904	TOMMY SULLIVAN									
07/29/15	07/29/15	0	Travel Reimbursement		08/05/15	591.60	.00	ACH			
VENDOR TOTAL:						591.60					
VENDOR:	99009739	NWFAA									
07/29/15	07/29/15	0	Dues		08/05/15	300.00	.00	CHK			
VENDOR TOTAL:						300.00					

STARKVILLE ELECTRIC DEPT  
REG. ACTPAYMT

ACCOUNTS PAYABLE LISTING  
FOR: 08/05/15 ACCOUNT 23200

UNPAID INVOICES

RUN DATE 07/30/15 PAGE 4  
01:28 PM

INVOICE	DATE	PO NBR	DESCRIPTION	INW	AP	INVOICE	TAX	FMI	PAID	PAID/VOID	CHECK/
					DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ

GRAND TOTAL: 3446823.31



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.b  
AGENDA DATE: 08/04/2015  
PAGE: 1 of**

**SUBJECT:** Lease/Purchase agreement with Trustmark National Bank relating to the purchase of one (1) Toyota Prius and two (2) Toyota Tacomas.

Terms: Eighty-Four (84) Months at 2.69%

Payments: \$873.87 per month

**REQUESTING  
DEPARTMENT:** Community Development

**DIRECTOR'S  
AUTHORIZATION:** Buddy Sanders

**FOR MORE INFORMATION CONTACT:** Buddy Sanders (662) 323-2525

**BOARD AND COMMISSION ACTION:**

Board of Aldermen:

April 21, 2015: Approval: Purchase of five (5) Toyota Tacomas and one (1) Toyota Prius.

May 19, 2015: Adjustment: Approval of a single  $\frac{3}{4}$  ton 4x4 truck in lieu of a  $\frac{1}{2}$  ton truck.

**ADDITIONAL INFORMATION:** Three (3) of the approved vehicles are available for delivery. The remaining three have not arrived at dealer lots.

**POSSIBLE MOTION:** "MOVE APPROVAL OF LEASE/PURCHASE AGREEMENT WITH TRUSTMARK NATIONAL BANK."

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**COPY**

**LEASE AND OPTION TO PURCHASE**

**between**

**TRUSTMARK NATIONAL BANK**

**as Lessor**

**and**

**City of Starkville, Mississippi**

**as Lessee**

**Dated as of the 27<sup>th</sup> day of July, 2015**

**Prepared by: Trustmark National Bank**

**INDEXING INSTRUCTIONS:**

## LEASE AND OPTION TO PURCHASE

**THIS LEASE AND OPTION TO PURCHASE** (“Lease”) effective as of **July 27, 2015** (the “Effective Date”) between **Trustmark National Bank**, a national banking association organized and existing under the laws of the United States of America, as lessor (“Lessor”) whose address is **624 Man Street, Columbus, MS, 39701** and the **City of Starkville, Mississippi**, a political subdivision of the State of Mississippi as lessee (“Lessee”), whose address is **101 East Lamplin Street, Starkville, MS, 39759**.

### RECITALS

WHEREAS, pursuant to the laws of the State, the Lessee is authorized to acquire items of property as are needed to carry out its governmental functions and to acquire such property by entering into lease-purchase agreements; and

WHEREAS, the Lessee has determined that it is in need of the Equipment, as hereafter described, said Equipment to be located and used in connection with either a public building, courthouse, office building, jail, auditorium, community center, civic art center, public library, or gymnasium which facility is owned by the **City of Starkville, Mississippi** and

WHEREAS, the Lessee has determined that in order to accomplish such purpose it is necessary and desirable to acquire the Equipment by leasing the same pursuant to this Lease under the authority of Sections 31-8-1 et seq., Mississippi Code of 1972, as amended; and

WHEREAS, Lessor is willing to acquire such Equipment and to lease said Equipment to Lessee pursuant to the terms and conditions set forth herein; and

WHEREAS, Lessor and Lessee have agreed that the Lease Term (as hereinafter defined) shall not exceed the useful economic life of the Equipment, which Lessor and Lessee agree to be not more than **eighty four (84) months**, but in no event shall the primary Lease Term exceed twenty (20) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

## AGREEMENTS

### ARTICLE I

#### DEFINITIONS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified.

Additional Rental: the amounts specified as such in Sections 5.4(c), 5.5, and 7.4 of this Lease.

Base Rental: The payment the amounts due from Lessee to Lessor on each Payment Date during the Lease Term as set forth in Exhibit B, but does not include Additional Rental.

Code: The Internal Revenue Code of 1986, as amended.

Contractor: The manufacturer(s) or vendor(s) from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery, sale and/or installation of the Equipment.

Equipment: The property described in Exhibit A, but in no event shall this property consist, in whole or in part, of any office furniture or office machines.

Fiscal Year: The twelve month fiscal period of Lessee which commences on **September 30<sup>th</sup>** in every year and ends on the following **September 30<sup>th</sup>**.

Governing Body: The **Board of Alderman** of the Lessee.

Governing Body Representative: means either the **Mayor** of the **Board of Alderman** of the Lessee or the **City Clerk** of the **City of Starkville MS, Mississippi** being the duly authorized official to execute and deliver this Lease as approved by official action taken by the Governing Body on **April 21, 2015**.

Interest Component: The portion of any Rental Payment designed as interest as shown in Exhibit B.

Lease Term: Unless sooner terminated pursuant to the provisions of this Lease, the period of time commencing upon the Effective Date and ending on **July 27, 2022** but in no event extending past **July 27, 2022**, which Lessor and Lessee agree represents the useful economic life of the Equipment; in no event shall the primary Lease Term exceed twenty (20) year.

Net Proceeds: Any insurance proceeds or condemnation award paid with respect to the Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the Governing Body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: At any particular time: (i) liens on Lessee's interest in the Equipment for taxes and assessments not then delinquent, (ii) this Lease and any amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right which secures an amount not then due and owing for goods or services.

Principal Component: The portion of any Rental Payment designated as principal in Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in Exhibit C, the amount set forth opposite such date assuming all Rental Payments and other amounts due from Lessee to Lessor have been paid as and when due.

Rental Payment: The payment of Basic Rental due from Lessee to Lessor on each Payment Date as shown in Exhibit B PLUS any Additional Rental due pursuant to the terms of this Lease.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee ordered the Equipment from Contractor.

State: The State of Mississippi.

State and Federal Law or Laws: The Constitution and any laws of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any agency of the United States.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a **Municipality**, which is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The Governing Body Representative has been duly authorized to execute and deliver this Lease under the terms and provisions of appropriate official action of the **Board of Alderman** taken on **April 21, 2015**.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) The Equipment will be used only to carry out the governmental purposes and to perform essential governmental functions of Lessee.

(f) Lessee has obtained all permits and licenses necessary for the installation, operation, possession and use of the Equipment.

(g) Upon delivery and installation of the Equipment, Lessee will provide Lessor with a completed and executed Certificate of Acceptance in the form attached hereto as Exhibit D. If Lessee fails to execute and deliver a Certificate of Acceptance within five (5) business days after delivery and installation of the Equipment, Lessee shall be deemed to have done so.

(h) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel acceptable to Lessor in Lessors sole opinion substantially in the form attached hereto as Exhibit E.

(i) Upon the execution of this Lease Lessee will provide to Lessor a Federal Tax Certificate in the form attached hereto as Exhibit F.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America.

(b) Lessor is duly authorized to transact business in the State; has the power to own and lease the Equipment; and has duly authorized the execution and delivery of this Lease.

## ARTICLE III

### LEASE OF EQUIPMENT

Section 3.1. Lease. Subject to and conditioned upon the delivery of the Equipment by Contractor, Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor and agrees to pay to Lessor the Rental Payments, all upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. The Lessor covenants and agrees that the Lessee, by keeping and performing the covenants and agreements herein contained, shall, at all times during the Lease Term, peaceably and quietly have, hold, and enjoy the Equipment.

Section 3.3. Lessor's Access to Equipment. Representatives of the Lessor shall, subject to reasonable security precautions, have the right to enter upon the property of Lessee during reasonable business hours (and in an emergency at all times) (i) to examine and inspect the Equipment, (ii) for any purpose connected with the rights or obligations of the Lessor under this Lease, including, but not limited to maintain and caring for same if Lessee fails to perform its obligations hereunder, or (iii) for all other lawful purposes.

## ARTICLE IV

### TERM OF LEASE

Section 4.1. Lease Term. Unless terminated as set forth herein, this Lease shall be in effect for the Lease Term, which shall not exceed **eighty four (84) months**.

Section 4.2. Intent to Continue Lease Term; Appropriations; Current Expense.

(a) Lessee presently intends to continue this Lease for its entire Lease Term and to pay all Rental Payments. Lessee will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due for such Fiscal Year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

(b) The obligation of the Lessee to make Rental Payments under the Lease constitutes a binding obligation of the Lessee in accordance with the terms of this Lease. Provided, however, so long as no default of any monetary obligation of the Lessee has occurred, the Lessee's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Lessee to fund such Lease. Nothing contained in the Lease

shall create any monetary obligation on the part of the Lessee beyond such current and specific appropriation. The Governing Body, in its sole discretion, may make said payments with any lawfully available revenues. Nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, note or certificates of the Governing Body or for any other purpose whatsoever. The Lessee has not pledged or levied any form of taxation for the payment of Rental Payments under this Lease.

(c) Lessor and Lessee agree that the intent of this Lease is that the obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee for the benefit of Lessee of any taxes or other moneys in the annual budget of Lessee (or the proceeds or net proceeds of the Equipment) to the payment of any Rental Payment or other amount due hereunder.

Section 4.3. Termination Due to Non-Appropriation. In the sole event of Non-appropriation prior to an Event of Default, Lessee shall have the right to terminate this Lease, in whole, but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.6. Lessee may effect such termination by giving Lessor written notice of termination and by paying to Lessor all Rental Payments which are due through the date of such termination. Lessee shall endeavor to give Lessor not less than sixty (60) days prior written notice of termination and shall notify Lessor as soon as reasonably possible of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall execute any documents reasonably requested by Lessor to release its interest in the Equipment.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.3, Lessee shall not be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and released and conveyed its interest in the Equipment to Lessor within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to (a) the amount of the Rental Payments coming due for the period during which Lessee fails to take such actions PLUS (b) any other loss suffered by Lessor as a result of Lessee's failure to take such actions.

Section 4.5. Nonsubstitution. If this Lease is terminated by Lessee in accordance with Section 4.3, Lessee agrees that for a period of one (1) year after termination, to the extent allowed by law, Lessee will not purchase or lease other property or contract with any third party to perform the same functions as, or functions taking the place of, those performed by the Equipment; provided, however, that this restriction shall not be applicable in the event the Equipment previously has been sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the Purchase Option Price applicable through the last Rental Payment.

Section 4.6. Termination of Lease Term. The Lease Term Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.3;
- (b) the exercise by Lessee of its option to purchase the Equipment under Article X;
- (c) a Default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the expiration of the Lease Term if Lessee has made all Rental Payments required Lessee hereunder as and when due and has otherwise performed its obligations hereunder.

## **ARTICLE V**

### **RENTAL PAYMENTS**

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Lease Term in the amounts and on the Payment Dates. All Rental Payments shall be paid to Lessor on or before the Payment Date at Lessor's offices at the address specified in the first paragraph of this Lease or to such other person or entity and at such other places as Lessor may, from time to time, designate by written notice to Lessee. If any Rental Payment is not paid within ten (10) days of the due date thereof, to the extent allowed by law, Lessee shall also be liable to Lessor for a late payment charge equal to the greater of \$50.00 or four percent (4%) of the amount of the delinquency plus interest on the amount of the delinquency at the per annum rate of interest equal to the lesser of eleven percent (11%) or the maximum rate allowed by law.

Section 5.2. Principal and Interest Components. Each Base Rental Payment consists of a Principal Component and an Interest Component, all as more fully described in Exhibit B.

Section 5.3. Rental Payments to be Unconditional. Except as provided in Section 4.3, the obligation of Lessee to make payments of Base Rental and Additional Rental and any other payments required hereunder shall be absolute and unconditional. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all such payments required

hereunder as and when due and shall not withhold any such payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments. Lessee's obligation to make any payment required hereunder shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.4. Tax Exemption.

(a) Lessee acknowledges and agrees that the payments of Base Rental have been calculated by Lessor assuming that the Interest Component of each Base Rental payment is exempt from federal income taxation. Lessee will do and refrain from doing all things necessary and appropriate to insure that the Interest Component of all Base Rental payments is exempt from federal income taxation. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

(ii) No portion of the Rental Payments: (1) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

(iii) No portion of the cost of the Equipment will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(iv) The Lessee will execute and file all information statements required by Section 149(e) of the Code and timely pay amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.

(b) Lessee and Lessor acknowledge that Lessee has designated this Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

(c) In the event any governmental taxing authority successfully imposes an income tax on the Interest Component or imposes an income tax on the interest component under any similar lease of Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Lease, then Lessee agrees to pay Additional Rental retroactively from the

date of such imposition through the end of the Lease Term during which such tax is imposed in an amount adequate to compensate Lessor, on an after-tax basis, for the tax imposition.

Section 5.5. Additional Rental. In addition to the Base Rental set forth herein, the Lessee agrees to pay as Additional Rental, as and when due, all of the following:

(a) All taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and special lien special assessments and gross receipts taxes, if any, levied upon the Project or upon any interest of the Lessor in this Lease;

(b) Insurance premiums, if any, on all insurance required under the provisions of Article VI of this Lease;

(c) All fees and expenses of the Lessor in connection with the transactions contemplated herein; and

(d) Any other fees, costs or expenses incurred by the Lessor in connection with the execution, performance or enforcement of this Lease or any assignment hereof or any of the transactions contemplated hereby or thereby or related to the Equipment and/or the Lease, including, without limitation, any amounts which may become due.

Amounts constituting Additional Rental payable hereunder shall be paid by the Lessee directly to the person or persons to whom such amounts shall be payable. The Lessee shall pay all such amounts when due or at such later time as such amounts may be paid without penalty and, upon request of the Lender, shall furnish to the Lender a certificate stating that any such amounts have been paid or that no such amounts were due.

## ARTICLE VI

### INSURANCE AND INDEMNIFICATION

Section 6.1. Section 6.1. Requirements For All Insurance. Lessor's minimum insurance requirements are set forth on Exhibit G, and all insurance policies (or riders) required by this Article shall be maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving at least thirty (30) days prior written notice to Lessor; and shall name Lessor as an additional insured under any liability insurance policy and as a loss payee under any casualty insurance policy. At Lessor's request, Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, and upon request of the Lessor, the Lessee shall (a) deposit with the Lessor a certificate of a Governmental Representative stating that the Lessee is in compliance with the insurance requirements set forth in this Section 6, and (b) deliver to Lessor certificates of insurance from insurance companies providing insurance..

Section 6.2. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation or other general use of the Equipment are covered by a liability insurance policy or program acceptable to Lessor. To the extent allowed by law, Lessee shall cause Lessor to be named as an additional insured in such policy. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall maintain in effect during the Lease Term, casualty insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that if a claim is made for a total loss of the Equipment such insurance proceeds will be sufficient to pay the applicable Purchase Option Price. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with a deductible not in excess of \$1,000.00. The Net Proceeds of insurance required by this Section shall be applied to the purchase of the Equipment as provided in Section 6.7.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry Worker's Compensation Insurance covering all employees on, in, near or about the Equipment, and, upon request, shall furnish Lessor with certificates evidencing such coverage throughout the Lease Term.

Section 6.5. General Indemnity. To the maximum extent allowed by law, Lessee assumes liability for, and shall indemnify, protect, save, and keep harmless Lessor and its agents, servants, successors, and assigns (each an "Indemnatee") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against any indemnities, in any way relating to or arising out of this Lease or the enforcement hereof, or the manufacture, purchase, acceptance, rejection, ownership, possession, use, selection, delivery, lease, operation, condition, sale, return, or other disposition of the Equipment or any part thereof (including, without limitation, latent or other defects, whether or not discoverable by Lessee or any other person, any claim in tort for strict liability and any claim for patent, trademark, or copyright infringement); provided, however, that Lessee shall not be required to indemnify any indemnatee for loss or liability arising from acts or events that occur after the Equipment has been returned to Lessor in accordance with this Lease, or for loss or liability resulting solely from the willful misconduct or negligence of such Indemnatee. This indemnity obligation is intended to be, and shall be interpreted to be, a separate and independent contractual obligation from the contractual provisions addressing the requirements and placement of insurance. The provisions of this Section 6.5 shall survive the expiration or earlier termination of this Lease.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, as soon as practicable after such event, either: (a) replace the same at Lessee's sale cost and expense with replacement equipment acceptable to Lessor, whereupon such replacement shall be substituted in this Lease by appropriate documentation; or (b) pay the applicable Purchase Option Price of the Equipment. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss, destruction or damage. If Lessee elects clause (a) but fails to perform its obligation thereunder within thirty (30) days after the loss, destruction or damage, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be made available to Lessee to be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

## ARTICLE VII

### OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use maintain or operate the Equipment improperly, carelessly, in violation of any local, State or Federal laws, rules, regulations or ordinances, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall maintain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall, at Lessee's expense, comply with all local, State and Federal laws, rules, regulations and ordinances that require changes or additions to be made to the Equipment.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.3. Taxes. Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes, special assessments, and other charges of any kind which are lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof with respect to the Lease Term. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax,

assessment or charge which is the obligation of Lessee under this Section 7.3. Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its reasonable determination, the interest of Lessor in the Equipment could be materially endangered by nonpayment of any such items, in which event Lessee shall promptly pay such taxes, assessments and charges or provide Lessor with full security against any loss which may result from non-payment, in form reasonably satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and such advances shall be considered Additional Rental, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of eleven percent (11%) per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

## ARTICLE VIII

### TITLE

Section 8.1. Title. During the Lease Term, and so long as Lessee is not in Default as provided in Article XII, legal title to the Equipment and any and all replacements, accessories, substitutions and modifications thereto shall be in Lessee. Upon termination of this Lease for any of the reasons specified in clauses (a) and (c) of Section 4.6., full and an encumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In such event, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest in the Equipment. Upon termination of this Lease for either of the reasons specified in clauses (b) and (d) Section 4.6, Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain and Lessee hereby grants to Lessor, a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all, replacements, accessories, substitutions and modifications thereto in order to secure the Rental Payments and the other obligations of Lessee hereunder. Lessee will join with Lessor in executing such security agreements and financing statements or other documents and will perform such acts as Lessor may request to perfect such security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment and maintain such markings during the Lease Term, so as clearly to disclose Lessor's interest in the Equipment.

Section 8.3. Liens. During the Lease Term, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary promptly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrances or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may, at any time and from time to time, in its sole discretion and at its own expense, install other accessories and components upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing such accessories or components under a conditional sale or lease/purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment.

(a) Lessee shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any part of the Equipment, except that Lessee shall not be permitted to remove or disable safety features or devices. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal law or those contemplated by this Lease or result in a diminution of the value of the Equipment. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee.

(b) Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification of the Equipment; provided, that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may, in good faith, contest any lien filed or established against the Equipment, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its opinion, by nonpayment of any such item the interest of Lessor in the Equipment could be materially

endangered or the Equipment or any part thereof could be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form reasonably satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. Lessor and Lessee agree that the Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

## ARTICLE IX

### EQUIPMENT WARRANTIES

Section 9.1. Selection of Equipment. Lessor and Lessee agree that this is a “finance lease” under Article 2A of the Uniform Commercial Code. The Equipment and the Contractor have been selected by Lessee, and Lessor has no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, or any delay or failure to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number(s) of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor’s Warranties. To the extent it may legally do so, Lessor hereby assigns to Lessee during the Lease Term, all of its interest in all Contractor’s warranties and guarantees, express or implied, applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee’s expense.

Section 9.4. Patent Infringement. To the extent it may legally do so, Lessor hereby assigns to Lessee for and during the Lease Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED “AS IS”, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR

FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. The Lessee has entered into this Lease without representations or warranties with respect thereto on the part of the Lessor, its agents, representatives or employees other than those expressed herein.

## ARTICLE X

### OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the exclusive right and option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price, but only if Lessee is not in Default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to an Rental Payments and any other amounts then due or past due and the applicable Purchase Option Price. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the Purchase Option by Lessee, Lessor shall convey or release to Lessee all of its right, title and interest in and to the Equipment by delivery to Lessee of such documents as Lessee reasonably deems necessary for this purpose.

## ARTICLE XI

### ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. All of Lessor's right, title and/or interest in and to the Equipment, this Lease, the Rental Payments and other amounts due hereunder may be assigned and reassigned, in whole or in part, to one or more assignees or subassignee at any time, without the prior consent of Lessee. Such assignment shall not be effective with respect to Lessee unless and until Lessor shall have filed a copy or written notice thereof with Lessee.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned transferred, mortgaged, or otherwise pledged by Lessee, in whole or in part, without the written consent of Lessor. However, the Equipment may

be subleased by Lessee, in whole or in part, with the consent of Lessor and subject to compliance with each of the following conditions:

(a) This Lease and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee.

(b) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased in form and substance satisfactory to Lessor.

(c) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(d) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(e) No sublease shall cause the Interest Component of the Rental Payments to become subject to federal income taxation.

## ARTICLE XII

### EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "Events of Default" under this Lease and the terms "Events of Default" and "Default" shall mean, whenever used in this Lease with respect to the Equipment, anyone or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment Lease within five days of the time specified herein.

(b) Failure by Lessee to provide the insurance coverages required herein.

(c) Failure by Lessee to observe and perform any covenant, condition or agreement (other than as referred to in Clauses (a) or (b) of this Section) on its part to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the Default is corrected.

(d) The filing by Lessee of a voluntary petition in bankruptcy; the failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function; the adjudication of

Lessee as a bankrupt; the granting by Lessee of an assignment for the benefit of creditors; the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable, in whole or in part, to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals (excluding the Equipment); or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any Event of Default referred to in Section 12.1 hereof shall have occurred and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, declare all Rental Payments due or to become due to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(b) With or without terminating this Lease, by written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), at the Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 12.3 hereof, or the Lessor, at its option, may (i) enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (ii) require the Lessee to assemble the Equipment and make the Equipment available to the Lessor at a place to be designated by the Lessor which is reasonably convenient to both parties, and/or (iii) without removal, the Lessor may render the Equipment

unuseable, and may sell or otherwise dispose of the Equipment on the Lessee's premises at a public or private sale with such sale to meet the requirements of a public or private sale with the application of the sale proceeds all as provided in Section 12.2(c). Lessee hereby expressly waives any damages occasioned by such repossession or other disposal of Equipment as provided in this paragraph (b). If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit C (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments as and when due. If the Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the Event of Default is cured.

(c) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall use its best efforts promptly to sell the Equipment, as a unit or in parts, in a commercially reasonable manner at public or private sale in accordance with applicable laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (1) all costs incurred in securing possession of the Equipment; (2) all expenses incurred in completing the sale; (3) the balance of any Rental Payments owed by Lessee through the date of termination; and (4) the Purchase Option Price.

(d) If the proceeds of sale of the Equipment are not sufficient to pay all amounts specified in Section 12.2(c)(1)-(3), Lessee shall be liable for the deficiency, and Lessor may take any other remedy available at law or in equity to require Lessee to perform its obligations hereunder.

Notwithstanding any other provision of this Section 12.2, Lessor shall be entitled to damages with respect to the Lease in an amount equal to, but not in excess of, the economic equivalent intended to be provided by Lessee's payment of the Rental Payments and/or Purchase Option Price provided for herein, as and when due, plus any amount necessary to compensate Lessee for all costs, fees and expenses incurred as a result of Lessee's default.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments or the Purchase Option Price, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in section 7.2, in the following manner as may be specified by Lessor: (a) by delivering the Equipment, at Lessee's cost and expense, to such place within the State as Lessor shall specify; or (b) by shipping the same, freight prepaid, to a place within the United States specified by Lessor. If Lessee fails to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge Lessee with the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive.

(a) No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. Furthermore, the exercise of one remedy shall not impair the right of the Lessor or its assignee to any or all other remedies. If any statute or rule validly shall limit the remedies given to the Lessor or any assignee of the rights of the Lessor hereunder, the Lessor or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

(b) No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof, and the non-defaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of any obligation or agreement of the defaulting party hereunder, the defaulting party agrees that it will, on demand, pay to the nondefaulting party the reasonable fees of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party.

Section 12.6. Waiver. The waiver by the Lessor of any breach by the Lessee, and the waiver by the Lessee of any breach by the Lessor of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

## ARTICLE XIII

### ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be given in writing and shall be sufficiently given and served when delivered or deposited in the United States mail, postage prepaid, to the addresses specified on the first page hereof or when given by hand to the offices named on this first page of this Lease, provided that Lessor and Lessee, by notice given hereunder, may designate in writing different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Lease Term, within 180 days of Lessee's fiscal year end, Lessee will provide Lessor with current financial statements and such other financial information as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Book Entry. The Lessor's interest in this Lease and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the Lease Term, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

Section 13.5. Severability.

(a) In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(b) If for any reason this Lease is held by a court of competent jurisdiction void, voidable, or unenforceable by the Lessor or by the Lessee, or if for any reason it is held by such a court that any of the covenants and agreements of the Lessee hereunder, including the covenant to pay Rental Payments hereunder, is unenforceable for the full Lease Term, then and in such event for and in consideration of the right of the Lessee to possess, use and enjoy the Equipment, which right in such event is hereby granted, this Lease shall thereupon become and shall be deemed to be a lease from year to year under which the annual Rental Payment will be paid by the Lessee.

Section 13.6. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.7. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.8. Further Assurances and Corrective Instruments. Lessor and Lessee agree that each will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment, for indicating the Effective Date and for carrying out the expressed intention of this Lease.

Section 13.9. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

[signature page follows]

IN WITNESS WHEREOF, Lessor and Lessee have has caused this Lease to be executed by their duly authorized officers or officials as of the date first above written.

**LESSOR**

**TRUSTMARK NATIONAL BANK, Lessor**

By \_\_\_\_\_

**Aaron Oberschmidt**

**Its First Vice President**

**LESSEE**

**CITY OF STARKVILLE, MISSISSIPI, Lessee**

By \_\_\_\_\_

**Parker Wiseman**

**Its Mayor**

**List of Exhibits:**

- A     Equipment (See definitions and Section 9.1)
- B     Schedule of Rental Payments (Section 5.2)
- C     Schedule of Purchase Option Price  
       (See definition of Purchase Option Price and Section X)
- D     Certificate of Acceptance (Section 2.1(g))
- E     Opinion of Counsel (Section 2.1(h))
- F     Federal Tax Certificate (Section 2.1(i))
- G     Insurance Requirements (Section 6.1)

**EXHIBIT A**  
**EQUIPMENT**

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

<u>Quantity</u>	<u>Description</u>	<u>Serial Number(s)</u>
(1)	2015 Toyota Prius	JTDKN3DU8F1930966
(1)	2015 Tacoma	5TFTX4CN1FX064796
(1)	2015 Tacoma	5TFTX4CN4FX064808

(See attached Invoice)

**EXHIBIT B**

**SCHEDULE OF RENTAL PAYMENTS**

Lessee: **City of Starkville, Mississippi**  
Commencement Date of Lease: **July 27, 2015**  
Number and Frequency of Payments: **Eighty Four (84) Monthly Payments**

Rental Payment Schedule

<u>Due Date</u>	<u>Payment Number</u>	Total Payment	<u>Principal Component</u>	<u>Interest Component</u>
See Attached Schedule				

EXHIBIT C

SCHEDULE OF PURCHASE OPTION PRICE

<u>After Payment Number</u>	<u>Purchase Option Price</u>
Eighty Four (84) Monthly Payments	\$1.00

## EXHIBIT D

### CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting **Mayor of Board of Alderman of The City of Starkville, Mississippi** ("Lessee"); and, with respect to the Lease-Purchase Agreement dated **July 27, 2015** (the "Lease"), by and between Lessee and Trustmark National Bank ("Lessor"), that:

1. The Equipment described in the Lease has been delivered and installed in accordance with Lessee's Specifications and has been accepted by Lessee.

2. The Rental Payments provided for in Exhibit B to the Lease shall commence and be due and payable on **August 27, 2015** and on the same day of each month thereafter, in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company or self funded group qualified to do business in the State insurance with respect to all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Term, the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

Operations related to public services in the **Municipality**

7. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, or to the best of Lessee's knowledge, threatened, that challenges (a) the authority of Lessee or its officers or employees to enter into the Lease, (b) the proper authorization, approval and execution of the Lease and other documents contemplated thereby, (c) the appropriation of moneys sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year, or (d) the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

All capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Lease.

Dated: **July 27, 2015**

**The City of Starkville, Mississippi**

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

## EXHIBIT E

### OPINION OF COUNSEL

**Trustmark National Bank**  
624 Main Street  
Columbus, MS 39701

**Aaron Oberschmidt, First Vice President**

Re: Lease-Purchase Agreement dated as of **July 27, 2015**, between **Trustmark National Bank** (“Lessor”) and the **City of Starkville, Mississippi** (“Lessee”)

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the “Lease”) and various related matters, and, in this capacity, have reviewed a duplicate original or certified copy of the Lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the State of Mississippi (the “State”), duly organized, existing and operating under the constitution and laws of the State.
2. Lessee is authorized and has power under applicable law to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee, enforceable in accordance with its terms, except to the extent limited by applicable state and federal laws affecting the enforcement of creditors rights and remedies generally.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body or, to the best of my knowledge,

threatened, that challenges the authority of Lessee or its officials, officers or employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7.a. The Lease constitutes an obligation of the Lessee which is a political subdivision of the State of Mississippi within the meaning and for the purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings thereunder.

b. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest portion of the Lease Payments due under the Lease is excluded from gross income for federal income tax purposes, and (b) the Lease is not a "specified private activity bond" and the interest portion of the Lease Payments due under the Lease 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 Lessee comply with all requirements of the Code, compliance with which subsequent to the execution and delivery of the Lease is necessary in order that interest portion of the Lease Payments due thereunder be, or continue to be, excluded from gross income for federal income tax purposes. The Lessee has covenanted to comply with each such requirement in a Federal Tax Certificate of even date herewith. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of the Lease Payments in gross income for federal income tax purposes to be retroactive to the date of issuance and delivery of the Lease. We express no opinion regarding other federal tax consequences arising with respect to the Lease.

8. The interest portion of the Lease Payments due under the Lease is exempt from State of Mississippi income taxation.

9. The Lease is qualified tax-exempt obligation as such term is used in Section 265(b)(3) of the Internal Revenue Code of 1986.

Dated: **July 27, 2015**

Very truly yours,

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**Chris Latimer, Attorney**

## EXHIBIT F

### LEASE AND OPTION TO PURCHASE DATED AS OF JULY 27, 2015 FEDERAL TAX CERTIFICATE

Pursuant to the U.S. Internal Revenue Code of 1986, as amended. ("Code") and regulations thereunder, I, the undersigned of the **City of Starkville, Mississippi** (the "Lessee"), execute and deliver this certificate for the benefit of all persons interested in the exemption from federal income taxation of the interest to be paid on the Lease-Purchase Agreement (the "Lease") for the purchase of the equipment detailed in Exhibit A, attached hereto, between the Lessee and Trustmark National Bank, as lessor ("Lessor") dated and the tax treatment thereof under the Code.

This certificate may be relied upon as the certificate of the Lessee and is executed for the purpose of establishing the facts and reasonable expectations of the Lessee regarding the Lease. It is based upon facts, circumstances, estimates and expectations of the Lessee on the later to occur of the date on which the Certificate of Acceptance was executed and delivered or funds were disbursed by the Lessor in payment for the Equipment described therein (the "Closing Date"), and, to the best of my knowledge and belief, the expectations of the Lessee set forth herein are reasonable. I certify as follows:

1. I am the duly chosen, qualified and acting **Mayor of Board of Alderman** of the Lessee and as such I am charged with the responsibility for executing the Lease. I am familiar with the facts herein certified, and I am duly authorized to execute and deliver this certificate on behalf of the Lessee.

2. The Lessee has not been notified by the Internal Revenue Service of any listing or proposed listing of its disqualification as an issuer whose certification of its reasonable expectations as to future events on the date of issue of the Lease may not be relied upon by holders of obligations of the Lessee because it made a previous certification which contained a material misrepresentation.

3. The Lease is being issued for the purpose of acquiring the Equipment described in the Lease for use by the Lessee, a governmental use within the meaning of the Code, and is therefore not a private activity bond as such term is defined in the Code. The use of the Equipment by any person other than a governmental unit (including any activity carried on by a person other than a natural person) shall not exceed ten percent (10%) of the total use thereof.

4. The total cost of the Equipment (including the expenses of issuing the Lease) to be financed pursuant to the Lease is **\$67,072.00**. The balance, if any, of the Equipment costs will be provided by the Lessee from its own funds. The amount which the Lessee expects to receive pursuant to the Lease does not exceed the amount required for the aforementioned purpose.

5. The Lessor will acquire the Equipment from a vendor and will thereupon lease the Equipment to the Lessee pursuant to the Lease. The acquisition of the Equipment will not require any construction.

6. The Lessee reasonably expects that on the Closing Date the funds needed to acquire the Equipment will be disbursed by the Lessor pursuant to the Lease, and the Lease will thereupon constitute the obligation of the Lessee to repay said funds. The total amount of advances by the Lessor shall not exceed \$67,072.00.

7. The Lessee does not expect the Equipment to be sold or otherwise disposed of, in whole or in part, or for any transaction or series of transactions to occur prior to the termination of the Lease which would enable the Lessee to allow the Lease to remain in force longer than would otherwise be necessary.

8. The Lessee reasonably expects that there will be no investment of money received by Lessee pursuant to the Lease and consequently no investment or reinvestment income therefrom.

9. The Lessee reasonably expects that no separate fund of the Lessee will be used to pay the Principal and Interest Components of the Rental Payments on the Lease.

10. The Lessee is a governmental unit or owned by a government unit with general taxing powers; no obligation of the Lessee pursuant to the Lease (the "Obligation") is a private activity bond (as defined in the Code); and ninety-five percent (95%) or more of the net proceeds of the Obligations are to be used for local governmental activities of the Lessee.

11. (a) The Lessee covenants and certifies to and for the benefit of the owners of the Obligations 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 Obligations, including amounts treated as proceeds, if any, which will cause the Obligations to be classified as arbitrage bonds within the meaning of Section 148 of the Code, as amended, supplemented or superseded, and any regulations as such may be applicable to the obligations, at the time of such action, investment or use.

(b) (i) The Lessee hereby determines and represents that no rebate relating to the Obligations will be required to be made under the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Obligations, then the Lessee shall take all actions necessary in order to comply with the requirements of Subsection 148(f) of the Code ("Subsection 148(f)") in order that none of the Obligations shall be treated as an arbitrage bonds pursuant to Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in, the making of any and all calculations, computations and filings required pursuant to, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Regulations, thereunder.

(ii) In the event it is determined that a rebate is required to the United States to avoid the Obligations being treated as arbitrage bonds under Subsection 148(f), then, in order to assure that there will be funds available to make any payments required pursuant to Subsection

148(f), the Lessee shall establish a separate and special account of the Lessee (to be designated the Rebate Account) into which the Lessee shall deposit: on or before the 30th day following each bond year (as hereinafter defined), (A) an amount equal to the excess of all earnings on all non-purpose investments (within the meaning of Subsection 148(f)) over the amount which would have been earned if such non-purpose investments had been invested at a rate equal to the yield (computed in accordance with Subsection 148(f) on the Obligations which amounts shall be credited to a fund designated the Excess Income Fund; and (B) all amounts earned on amounts in the Rebate Account, which amounts shall be credited to a fund designated as the Rebate Account Earning Fund. Amounts in the Rebate Account shall be used solely and only to make payments of rebates to the United States as required pursuant to Subsection 148(f), provided that, if at any time the amount in the Rebate Account exceeds the amount which, together with all amounts previously paid to the United States with respect to the Obligations pursuant to Subsection 148(f), will equal the amount which would be required to be rebated to the United States as a result of earnings on non-purpose investments received during the period beginning on the date of delivery of the Obligations and ending on the date of computation, the Lessee may, in its discretion, withdraw such excess from the Rebate Account and apply such monies to the rental payments due under the Lease or, if all payments due on the Obligations shall have been paid in full, and all rebates to the United States payable pursuant to Subsection 148(f) shall have been paid in full, the Lessee may use the amount withdrawn for any purpose permitted under the applicable laws of the State of Mississippi.

(iii) As used above, the term "Bond Year" shall mean the one-year period beginning on the date of delivery of the Obligations and each succeeding one-year period beginning on the day succeeding the immediately preceding Bond Year, or shall have such other meaning based on facts and circumstances relating to the Obligations as shall be specified in the Subsection 148(f) Regulations.

(c) The Lessee 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 Obligations 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 Lessee shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Obligations in a manner or for a price which would cause any of the obligations to be or become an arbitrage bond, within the meaning of Section 148 of the Code and the 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."

(e) In connection with the delivery of the Obligations, the Lessee has not and will not engage in any transaction or series of transactions that attempts to circumvent the provisions of section 148 of the Code and the Treasury Regulations issued thereunder or applicable thereto

(a) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage. and (b) increasing the burden on the market for exempt obligations, including, without limitation, the delivery of obligations in the nature of the Obligations that would not otherwise be sold, the incurring of more obligations in the nature of the Obligations than would otherwise be necessary, or the incurring of such obligations sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

12. (a) The Obligation(s) are not private activity bonds within the meaning of Section 141 of the Code.

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

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

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

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

(f) None of the proceeds of the Obligation(s) 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 10% of the proceeds of the Obligation(s) be (under the terms of the Lease 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 Lessee) in respect of property or borrowed money used or to be used for a private business use. No party (other than a governmental unit) which shall use all or any part of the property acquired pursuant to the Lease shall make any payments to the Lessee which are in any way related to any property acquired pursuant to the Lease or in any other way related thereto, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of the principal or interest

portion of the Rental Payments under the Lease payable during such year, unless the Lessee shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Lease from gross income for federal income tax purposes.

13. The Lessee covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Lessee, which (1) were or are to be sold at substantially the same time as the Obligation(s), (2) was or is to be sold at substantially the same interest rate as the Interest Component of the Rental Payments, (3) was or is to be sold pursuant to a common plan of marketing as the marketing plan for the Obligation(s), and (4) is payable directly or indirectly by the Lessee or from the source from which the Obligation(s) is payable. The Lessee covenants and certifies that there are no additional facts or circumstances which may further evidence that the Obligation(s) is part of any other issue of obligations.

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

15. The Lessee covenants and certifies that, notwithstanding any provision of this Certificate or the rights of the Lessee hereunder, the Lessee will not take or permit to be taken on its behalf any action which would impair the exemption of interest on the Obligation(s) from federal income taxation, and it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption.

All representations, warranties and covenants contained in the Lease are true and correct as of the date of this Certificate.

Dated as of the 27<sup>th</sup> day of **July, 2015**

**City of Starkville, Mississippi, Lessee**

By: \_\_\_\_\_  
**Parker Wiseman**  
Its: **Mayor**

ATTEST:

By:  
Its:

(SEAL)

**EXHIBIT G**  
**INSURANCE REQUIREMENTS**

Date: 7/27/2015  
Deliver: 7/27/2015

Debt Service Schedule  
City of Starkeville

SI-A 30/360 MO 7/16  
BondRate

Period	Coupon Date	Int Calc Day Cnts	Principal Payment	Effective Coupon Rate	Interest Payment	Credit Enhancements	Periodic Debt Service	Outstanding Balance
1	8/27/2015		729.14	2.59000	144.76		873.90	66,342.86
2	9/27/2015		730.71	2.59000	143.19		873.90	65,612.14
3	10/27/2015		732.29	2.59000	141.61		873.90	64,879.85
4	11/27/2015		733.87	2.59000	140.03		873.90	64,145.98
5	12/27/2015		735.45	2.59000	138.45		873.90	63,410.52
6	1/27/2016		737.04	2.59000	136.86		873.90	62,673.48
7	2/27/2016		738.63	2.59000	135.27		873.90	61,934.85
8	3/27/2016		740.22	2.59000	133.68		873.90	61,194.63
9	4/27/2016		741.82	2.59000	132.08		873.90	60,452.80
10	5/27/2016		743.42	2.59000	130.48		873.90	59,709.38
11	6/27/2016		745.03	2.59000	128.87		873.90	58,964.35
12	7/27/2016		746.64	2.59000	127.26		873.90	58,217.70
13	8/27/2016		748.25	2.59000	125.65		873.90	57,469.45
14	9/27/2016		749.86	2.59000	124.04		873.90	56,719.59
15	10/27/2016		751.48	2.59000	122.42		873.90	55,968.10
16	11/27/2016		753.10	2.59000	120.80		873.90	55,215.00
17	12/27/2016		754.73	2.59000	119.17		873.90	54,460.27
18	1/27/2017		756.36	2.59000	117.54		873.90	53,703.90
19	2/27/2017		757.99	2.59000	115.91		873.90	52,945.91
20	3/27/2017		759.63	2.59000	114.27		873.90	52,186.28
21	4/27/2017		761.26	2.59000	112.64		873.90	51,425.01
22	5/27/2017		762.91	2.59000	110.99		873.90	50,662.10
23	6/27/2017		764.55	2.59000	109.35		873.90	49,897.55
24	7/27/2017		766.20	2.59000	107.70		873.90	49,131.35
25	8/27/2017		767.86	2.59000	106.04		873.90	48,363.48
26	9/27/2017		769.52	2.59000	104.38		873.90	47,593.96
27	10/27/2017		771.18	2.59000	102.72		873.90	46,822.78
28	11/27/2017		772.84	2.59000	101.06		873.90	46,049.93
29	12/27/2017		774.51	2.59000	99.39		873.90	45,275.42
30	1/27/2018		776.18	2.59000	97.72		873.90	44,499.24
31	2/27/2018		777.86	2.59000	96.04		873.90	43,721.37
32	3/27/2018		779.53	2.59000	94.37		873.90	42,941.84
33	4/27/2018		781.22	2.59000	92.68		873.90	42,160.62
34	5/27/2018		782.90	2.59000	91.00		873.90	41,377.71
35	6/27/2018		784.59	2.59000	89.31		873.90	40,593.12
36	7/27/2018		786.29	2.59000	87.61		873.90	39,806.83
37	8/27/2018		787.98	2.59000	85.92		873.90	39,018.85
38	9/27/2018		789.68	2.59000	84.22		873.90	38,229.16
39	10/27/2018		791.39	2.59000	82.51		873.90	37,437.77
40	11/27/2018		793.10	2.59000	80.80		873.90	36,644.67
41	12/27/2018		794.81	2.59000	79.09		873.90	35,849.85
42	1/27/2019		796.52	2.59000	77.38		873.90	35,053.33
43	2/27/2019		798.24	2.59000	75.66		873.90	34,255.09
44	3/27/2019		799.97	2.59000	73.93		873.90	33,455.11
45	4/27/2019		801.69	2.59000	72.21		873.90	32,653.42
46	5/27/2019		803.42	2.59000	70.48		873.90	31,850.00
47	6/27/2019		805.16	2.59000	68.74		873.90	31,044.83
48	7/27/2019		806.89	2.59000	67.01		873.90	30,237.94
49	8/27/2019		808.64	2.59000	65.26		873.90	29,429.30
50	9/27/2019		810.38	2.59000	63.52		873.90	28,618.92
51	10/27/2019		812.13	2.59000	61.77		873.90	27,806.78
52	11/27/2019		813.88	2.59000	60.02		873.90	26,992.90
53	12/27/2019		815.64	2.59000	58.26		873.90	26,177.26

Prepared by: Trustmark National Bank  
Prepared on: 7/23/2015 12:42 1617 Rpt 01j

\\Sun-Hotel\kerr\MainDB  
CITY OF ST-2015-A

Dated: 7/27/2015  
 Delivered: 7/27/2015

Debt Service Schedule  
 City of Starkville

SI 1 30/360 MO 7/6  
 Bond Rule

Period	Coupon Date	Int Calc Day Cnts	Principal Payment	Effective Coupon Rate	Interest Payment	Credit Enhancements	Periodic Debt Service	Outstanding Balance
54	1/27/2020		817.40	2.59000	56.50		873.90	25,359.85
55	2/27/2020		819.16	2.59000	54.74		873.90	24,540.69
56	3/27/2020		820.93	2.59000	52.97		873.90	23,719.76
57	4/27/2020		822.70	2.59000	51.20		873.90	22,897.05
58	5/27/2020		824.48	2.59000	49.42		873.90	22,072.57
59	6/27/2020		826.26	2.59000	47.64		873.90	21,246.31
60	7/27/2020		828.04	2.59000	45.86		873.90	20,418.26
61	8/27/2020		829.83	2.59000	44.07		873.90	19,588.43
62	9/27/2020		831.62	2.59000	42.28		873.90	18,756.81
63	10/27/2020		833.42	2.59000	40.48		873.90	17,923.38
64	11/27/2020		835.22	2.59000	38.68		873.90	17,088.16
65	12/27/2020		837.02	2.59000	36.88		873.90	16,251.14
66	1/27/2021		838.82	2.59000	35.08		873.90	15,412.32
67	2/27/2021		840.64	2.59000	33.26		873.90	14,571.67
68	3/27/2021		842.45	2.59000	31.45		873.90	13,729.22
69	4/27/2021		844.27	2.59000	29.63		873.90	12,884.95
70	5/27/2021		846.09	2.59000	27.81		873.90	12,038.85
71	6/27/2021		847.92	2.59000	25.98		873.90	11,190.93
72	7/27/2021		849.75	2.59000	24.15		873.90	10,341.18
73	8/27/2021		851.58	2.59000	22.32		873.90	9,489.59
74	9/27/2021		853.42	2.59000	20.48		873.90	8,636.17
75	10/27/2021		855.26	2.59000	18.64		873.90	7,780.91
76	11/27/2021		857.11	2.59000	16.79		873.90	6,923.79
77	12/27/2021		858.96	2.59000	14.94		873.90	6,064.83
78	1/27/2022		860.81	2.59000	13.09		873.90	5,204.02
79	2/27/2022		862.67	2.59000	11.23		873.90	4,341.35
80	3/27/2022		864.53	2.59000	9.37		873.90	3,476.81
81	4/27/2022		866.40	2.59000	7.50		873.90	2,610.41
82	5/27/2022		868.27	2.59000	5.63		873.90	1,742.14
83	6/27/2022		870.14	2.59000	3.76		873.90	871.99
84	7/27/2022		871.99	2.59000	1.88		873.87	
84		Records =	84	\$67,072.00		\$6,335.83	\$0.00	\$73,407.83

True Interest Cost (TIC) .....	2.5900000	Face Value of Bond Issue .....	\$67,072.00
Arbitrage Yield Limit (AYL) .....	0.0000000	Accrued Interest (+) .....	\$0.00
Average Life .....	3.6472374	Original Issue Premium/Discount (+) .....	\$0.00
		Underwriter Discount (+) .....	\$0.00
		Lump-sum credit enhancements (-) .....	\$0.00



**AGENDA ITEM NO: Department Business—Personnel—XI. I**

**CITY OF STARKVILLE**

**AGENDA DATE: August 4, 2015**

**RECOMMENDATION FOR BOARD ACTION**

**PAGE: 1 of 1**

**SUBJECT:** Request authorization to advertise to fill vacant position 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 one vacant position that need to be filled due to the resignation of Officer Brandon Hernandez.

**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 position of Police Officer.

**DATE SUBMITTED:** July 29, 2015

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**AGENDA ITEM NO: Department Business—Personnel—XI.I**

**CITY OF STARKVILLE**

**AGENDA DATE: August 4, 2015**

**RECOMMENDATION FOR BOARD ACTION**

**PAGE: 1 of 1**

**SUBJECT:** Request authorization to hire Ricardo Moore to fill a vacant position of Maintenance Worker in the Street Department.

**AMOUNT & SOURCE OF FUNDING** Regular budgeted position

**REQUESTING DIRECTOR'S DEPARTMENT:** Edward Kemp, City Engineer

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** We have two (2) positions vacant. The Board approved advertising for these positions on July 7, 2015.

Ricardo Moore is a Starkville native. He graduated from Starkville High and attended EMCC where he received certification in welding. Ricardo currently works for Old Venice Pizza Company as their cook and Assistant Kitchen Manager. He has worked there since 2007.

**AMOUNT** Grade 4, \$19,058.22 (\$9.16 hour) 2080 hours

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to hire Ricardo Moore to fill a vacant position of Maintenance Worker in the Street Department as submitted. Subject to one year probationary period.

**DATE SUBMITTED:** July 29, 2015

---



**AGENDA ITEM NO: Department Business—Personnel—XI.I**

**CITY OF STARKVILLE**

**AGENDA DATE: August 4, 2015**

**RECOMMENDATION FOR BOARD ACTION**

**PAGE: 1 of 1**

**SUBJECT:** Request authorization to hire Ricardo Moore to fill a vacant position of Maintenance Worker in the Street Department.

**AMOUNT & SOURCE OF FUNDING** Regular budgeted position

**REQUESTING DIRECTOR'S DEPARTMENT:** Edward Kemp, City Engineer

**FOR MORE INFORMATION CONTACT:** Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** We have two (2) positions vacant. The Board approved advertising for these positions on July 7, 2015.

Ricardo Moore is a Starkville native. He graduated from Starkville High and attended EMCC where he received certification in welding. Ricardo currently works for Old Venice Pizza Company as their cook and Assistant Kitchen Manager. He has worked there since 2007.

**AMOUNT** Grade 4, \$19,058.22 (\$9.16 hour) 2080 hours

**STAFF RECOMMENDATION:** (Suggested Motion) Move approval to hire Ricardo Moore to fill a vacant position of Maintenance Worker in the Street Department as submitted. Subject to one year probationary period.

**DATE SUBMITTED:** July 29, 2015

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**AGENDA ITEM NO:** Board Business  
**CITY OF STARKVILLE**  
**AGENDA DATE:** August 4, 2015  
**RECOMMENDATION FOR BOARD ACTION**  
Page 1 of 9

**SUBJECT:** Consideration of options for approval and authorization to advertise for filling the position of Administrative Assistant to cover duties for the Mayor, Board of Aldermen, and other administrative needs.

**REQUESTING DIRECTOR'S DEPARTMENT:** Scott Maynard, Board of Aldermen

**AUTHORIZATION:** See Alternative proposals attached

**FOR MORE INFORMATION CONTACT:** Taylor Adams, CAO, and Randy Boyd, Personnel Officer

**AUTHORIZATION HISTORY:** We have had a position that served as a combination Administrative Assistant for the Mayor and Board of Aldermen. That position is now vacant and filling these needs is an important priority. Two different alternatives are presented in the attached proposals. The Board is asked to consider, evaluate, and approve job description(s) and authorization to advertise to fill these needs. The alternative proposals have the details to be considered.

**AMOUNT:** See Alternative proposals

**STAFF RECOMMENDATION:** The Board is asked to consider, evaluate, and approve job description(s) and authorization to advertise to fill the approved alternative position(s).

**DATE SUBMITTED:** July 31, 2015

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**AGENDA ITEM NO:**  
**AGENDA DATE: August 4, 2015**

**RECOMMENDATION FOR BOARD ACTION**

**SUBJECT:** Request authorization for Russell Hamilton and Jason Horner to travel to Chattanooga, TN, for TVPPA Utility Law Class August 18-19 for a total cost not to exceed \$3,000 with advance travel. This is a continuation of the TVPPA Certified Power Executive Program. This course reviews the legal problems that can occur in electric utility system management.

**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>
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**STAFF RECOMMENDATION:** Request authorization for Russell Hamilton and Jason Horner to travel to Chattanooga, TN, for TVPPA Utility Law August 18-19 for a total cost not to exceed \$3,000 with advance travel.  
**SUGGESTED MOTION:** “Move approval for Russell Hamilton and Jason Horner to travel to Chattanooga, TN, for TVPPA Utility Law August 18-19 for a total cost not to exceed \$3,000.”

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**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 8/4/15  
**PAGE:** 1 of 4

**SUBJECT:** REQUEST APPROVAL TO PURCHASE A 2-3 CY DUMP BODY FROM WARREN BODY WORKS, THE SUBMITTER OF THE LOWEST QUOTE.

**FOR MORE INFORMATION CONTACT:** Terry Kemp, 323-3133, ext. 101

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Our small dump truck at the New Construction Rehab division is broken down and the costs of continuing to repair it do not warrant doing so.

This piece of equipment is crucial to our operations in that we can haul small loads of fill materials and spoils and more rapidly clean up private properties where we have performed repairs and replacements of water and sewer lines within our easements.

The lowest cost option to replace it with a new unit is to purchase the dump body from Warren Body Works for \$7,500 and concurrently purchase the Ford F-450 chassis from state contract.

Two quotes follow:

Warren Body Works	\$7,500
Wren Body Works	\$8,369

Approval is requested.

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# Quote WIQ-015194

Page 1 of 2  
Date 7/20/2015

Warren, Inc.  
707 North Fir  
COLLINS MS 39428

Phone (800) 228-4842  
Fax (601) 765-4554  
DumpTrucks.com

Bill To	Ship To	Contact
CITY OF STARKVILLE 101 E LAMPKIN ST STARKVILLE MS 39759	CITY OF STARKVILLE 101 E LAMPKIN ST STARKVILLE MS 39759	DOUG DEVLIN (662) 323-4583 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
DOUG/CINDY	CIT759	CINDY SULLIVAN	CUSTOMER PICKUP	Net30	0/0/0000	34,923
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	U-9	DUMP BODY - UNDERBODY - 9' Yardage: 2/3 Floor Material: 3/16 A1011 Front / Material: 20" 10 GA A1011 Side / Material: 14" 10 GA A1011 Vertical Side Brace: No Horizontal Brace: No Hoist / Cylinder: WSC-5519 Hydraulics: Yes	EA	\$7,500.00	\$7,500.00	
1	TAILGATE	Air Operated: No Panel: Material: 10 GA A1011 Height: 20 Slope: None Chains: 5/16" Double Acting: Yes High Lift Gate: No Side Swing - Ground Operated: No Center Opening: No Material Gate: None Water Tight: None	Each	\$0.00	\$0.00	
1	DB OPTIONS # 1	Cabshield: Full Width 1/4 Asphalt Apron: None Bolt On: No Center Board Pockets No Lights: LED Standard Oval S/T/T: None Clear Backup: No	Each	\$0.00	\$0.00	
1	DB OPTIONS # 2	(4) 6" oval LED flashing light system (2) in rear posts (2) in cab shield	Each	\$0.00	\$0.00	
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 12V Electric/Hydraulic Console: Electric Conspicuity Tape: No Mudflaps and Brackets: Yes Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: Hardwood - 2x6 Covers: No Wires in Conduit No Delivery Fuel/Charges: No	Each	\$0.00	\$0.00	



# Quote WIQ-015194

Page 2 of 2  
Date 7/20/2015

Warren, Inc.  
707 North Fir  
COLLINS MS 39428

Phone (800) 228-4842  
Fax (601) 765-4554  
DumpTrucks.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
DOUG/CINDY	CIT759	CINDY SULLIVAN	CUSTOMER PICKUP	Net30	0/0/0000	34,923
QTY	Item Number	Description		UOM	Unit Price	Ext. Price
2.00	PAINT	ANY STANDARD WARREN PAINT Std gloss black urethane enamel		GAL	\$0.00	\$0.00

QUOTATION VALID FOR 30 DAYS

Subtotal	\$7,500.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$0.00
Trade In Allowance	\$0.00
<b>Total</b>	<b>\$7,500.00</b>



# Wren Body Works, LLC

662-256-2028  
 32722 Hwy 45 North  
 Okolona, MS 38860

# Quote

Date	Quote #
7/20/2015	14902

Name / Address	Ship To
City Of Starkville 101 Lampkin St Starkville, MS 39759-2944	City Of Starkville 101 Lampkin St Starkville, MS 39759-2944

Qty	Item	Description	Unit Price	Total
1	JOB	RE: 2015 Ford F-450 - 60" CA Dual Rear Wheel Furnish & Install - 9' x 7' Duraclass Yardbird Dump Body - 2.5 / 3.5 cubic yard  Body is 10 gauge construction with 8 gauge high tensile floor, lever operated tailgate, body dimensions 9' long x 84" wide (inside) (96" outside), 14" tall sides (top boards not included), 20" tall rear, 20" tall front plus 1/4 cab shield w/ rear window, 8 gauge 8-inch apron on rear. Hoist - 1520 Double Acting (Class 30), 12 Volt electric / hydraulic pump with cab mounted controls. Lights Mud flaps Quick release upper tailgate pins Rear receiver hitch with trailer light receptacle Back-up alarm. Primed and painted black.	8,369.00	8,369.00

This quote valid for 30 days. FOB Wren, MS.

<b>Subtotal</b>	\$8,369.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$8,369.00

Phone #	Fax #	Web Site
662-256-2028	662-256-7572	wrenbodyworks.com

Neil Turnage  
 Wren Body Works, LLC.



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 8/4/15  
**PAGE:** 1 of 2

**SUBJECT:** REQUEST APPROVAL TO PURCHASE A FORD F-450 CHASSIS FROM STATE CONTRACT ON WHICH A 2-3 CY DUMP BODY WILL BE MOUNTED.

**FOR MORE INFORMATION CONTACT:** Terry Kemp, 323-3133, ext. 101

This completes to lowest cost option for replacing our small dump truck as elaborated in the prior item.

State contract page follows.

Ford F-450 14,001-16,000 GVW, 60" cab to axle.

\$27,704

Approval is requested.

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**STANDARD/OPTIONAL EQUIPMENT FORM**

**DESCRIPTION:** Truck, Cab and Chassis, 60 in cab to axle, 14,001-16,000 GVWR, Regular Cab

**VENDOR:** Gray-Daniels Ford  
**ITEM NO.:** 070-4730170-5  
**MAKE/MODEL:** Ford F-450 XL  
**ENGINE:** 6.8L V10

**Contract No:** 8200014506      **E-Mail:** [cwash@graydaniels.com](mailto:cwash@graydaniels.com)  
**Gray Daniels Ford**  
 201 Octavia Drive      **Phone:** 601-825-2801  
 Brandon, MS 39042      **Toll Free:** 800-489-3673  
**Cameron Wash**      **Fax:** 601-591-2649

**PRICE INCLUDING STATE INSPECTION STICKER AND TITLE FEE:** \$27,704.00

**LIST FACTORY COLORS AVAILABLE AT NO CHARGE:** Black, Red, white, Silver, Gray, Blue, Green

ITEM	OPTION CODE	DEALER COST	OPTION CODE	ITEM	OPTION CODE	DEALER COST	OPTION CODE
List optional engines:	99T	\$7,093		Skid Plates	41P	\$85	
6.7L Turbo Diesel		INC		Power Windows, Locks, Mirrors	90L	\$763	
Air Conditioning		INC		Trailer Brake Controller	52B	\$230	
Braking System, Anti-Lock		INC		Extra Heavy Service Suspension	67X	\$107	
Clock, Digital		INC		165" Wheelbase (84" Cab to Axle)		\$162	
Headliner, Cloth		INC		189" Wheelbase (108" Cab to Axle)		\$323	
Heater		INC		201" Wheelbase (120" Cab to Axle)		\$485	
Trailer Tow Mirrors		INC					
Radio, AM/FM		INC					
Driver & Pass Air Bag		INC					
Transmission, 5-Speed Auto		INC					
Trailer Towing Package		INC					
Cooling, Aux Trans Oil		INC					
200 Amp Alternator	67D	\$64					
Daytime Running Lights	942	\$38					
Engine Idle Shutdown	63T	\$214	Req. 99T				
Axle, Limited Slip 4.88	X8L	\$308					
Axle, Limited Slip 4.30	X4L	\$308	Req. 99T				
4x4 Upgrade Package	F4H	\$2,676					
Dual Alternators	67A	\$324	Req. 99T				
Dual Fuel Tanks	65C	\$626	Req. 99T				
Tilt Wheel		INC					
Speed Control	525	\$200					
4 Rear Traction Tires	THB	\$162					
6 Traction Tires	TGB	\$183	Req. 99T				
Vinyl 40/20/40 Split Bench		INC					
Spare Tire, Jack & Wheel	512	\$299					
Cab Steps	18B	\$273					



**CITY OF STARKVILLE  
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:**  
**AGENDA DATE:** 8/4/15  
**PAGE:** 1 of 2

**SUBJECT:** REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO CONTROL SYSTEMS, INC, A SOLE SOURCE, FOR PHASE 2 OF THE BOOSTER STATIONS REMOTE TERMINAL UNIT UPGRADES AT BOOSTER STATION #1.

**FOR MORE INFORMATION CONTACT:** Terry Kemp, 323-3133, ext. 101

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The remote terminal units (RTU's) for controlling the two (2) booster stations on Bluefield Road and the Airport property are outdated and support for them will be phasing out from Control Systems Incorporated.

The upgrade for Booster Station #2 was approved at the 7/7/15 board meeting and this is the second phase.

We are proposing to replace the outdated unit with current model CSI-RTU-103's.

CSI is the sole source for the City of Starkville's SCADA equipment and services.

Approval is requested to issue a notice to proceed for this second booster station upgrade to CSI in the amount of \$7,360.00

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# CONTROL SYSTEMS, INC.

909 Quinn Street • Jackson, Mississippi 39202  
P.O. Box 4852 • Jackson, Mississippi 39296-4852  
Phone 601.355.8594 • FAX 601.355.8774

## QUOTATION

07/07/2015

TO: City of Starkville  
Scott Thomas

FAX:

TEL: 662-312-4446

This document contains 1 page(s).

### SUBJECT:

Booster Station #1  
RTU Upgrade

### COMMENTS:

We are pleased to offer the following quotation on the above mentioned project.

CSI agrees to furnish all labor, material and programming needed to replace the existing ICL 4300 RTU located at the above referenced location with two new CSI- RTU-103's. This price includes installation, start-up and testing.

**TOTAL NET \$7,360.00**

Payment Terms: NET 30 DAYS

Material Shipment Approximately AAD

Submittal Shipment Approximately ARO

*Bill*

Bill Weathers

E-MAIL - BillW@controlsysinc.com

C:\Users\billw.CONTROLSYSINC\Documents\Starkville RTU Replacement Booster #1.wpd

A 20% order cancellation fee will be enforced if cancelled after submittals are complete.

Applicable taxes are NOT included.

As a supplier, CSI does NOT allow retainage against invoices.

This quotation is good for 30 days.

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