

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 18, 2016**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on October 18, 2016 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, Jason Walker, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and Attorney Chris Latimer. Absent were Alderman David Little and Alderman Scott Maynard.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Walker requested the following changes to the published October 18, 2016 Official Agenda:

Remove Item XI.J.2. at the request of Police Chief. Discussion and consideration to purchase 10 new police vehicles at \$267,338 from state contract and to authorize the City Clerk / CFO to obtain leasing quotes.

Add Agenda Item XI.L.1. at the request of Starkville Utilities. Request authorization for Starkville Utilities to accept the quote from sole source OVIVO for replacement parts and labor for one of the water division's three clarifiers, which has failed, at a cost of \$12,101.00.

Move Agenda Item XI.2.b. to IX.A. Consideration of a special event request for the 2017 Frostbite Half Marathon with in-kind services provided by the City and with the condition that proof of insurance be provided.

The Mayor asked for further revisions to the published October 18, 2016 Official Agenda. There were no further revisions.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA AS AMENDED.

Alderman Walker offered a motion, duly seconded by Alderman Wynn, to approve the October 18, 2016 Official Agenda as amended. The Board voted as follows:

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

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

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

**RECESS MEETING OF TUESDAY, OCTOBER 18, 2016
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

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

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 13, 2016 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 20, 2016 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 4, 2016 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

- V. ANNOUNCEMENTS AND COMMENTS**

- A. MAYOR'S COMMENTS:

- B. BOARD OF ALDERMEN COMMENTS:

- VI. CITIZEN COMMENTS**

- VII. PUBLIC APPEARANCES**

- VIII. PUBLIC HEARING**

- IX. MAYOR'S BUSINESS**

- A. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE OCTOBER 28, 2016 PUMKINPALOOZA WITH IN-KIND SERVICES TO BE PROVIDED BY THE CITY.

- B. CONSIDERATION OF STENNIS STAFFING STUDY CONTRACT.

- C. CONSIDERATION OF APPROVAL TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A MISSISSIPPI APPALACHIAN REGIONAL COMMISSION (ARC) GRANT APPLICATION, ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF MILL STREET IMPROVEMENTS.

- D. DISCUSSION AND CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 IN THE AMOUNT OF \$10,382.00 FOR THE POLICE DEPARTMENT RENOVATION PROJECT.
- E. CONSIDERATION OF AUTHORIZATION FOR MAYOR PARKER WISEMAN TO SIGN STANDARD DOT TITLE VI ASSURANCES DOCUMENTS AND EXECUTE FOR PROCESSING.
- F. CONSIDERATION OF SETTING THE SALARY, TERMS AND BENEFITS OF NAVERETTE ASHFORD AS DIRECTOR OF HUMAN RESOURCE DEPARTMENT.
- G. DISCUSSION AND CONSIDERATION TO RE-APPOINT MRS. EMMA GANDY, DIRECTOR OF SANITATION AND ENVIRONMENTAL SERVICES TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY BOARD. THIS TERM WILL BE EFFECTIVE JANUARY 1, 2017 AND EXPIRES ON DECEMBER 31, 2020.
- H. CONSIDERATION OF THE FINAL ORDER OF THE CITY OF STARKVILLE, MS GRANTING A NEW ENTERPRISE EXEMPTION FROM AD VALOREM PROPERTY TAXES AS CERTIFIED BY THE MISSISSIPPI DEPARTMENT OF REVENUE TO THE CLAIBORNE AT ADELAIDE, LLC FOR ITS NEW DISTRIBUTION HEALTH CARE INDUSTRY FACILITY ENTERPRISE, AS AUTHORIZED BY SECTION 27-31-101, *ET SEQ.*, OF MISSISSIPPI CODE OF 1972, AS AMENDED.

X. BOARD BUSINESS

- A. CONSIDERATION OF SETTING OF HALLOWEEN TRICK OR TREAT HOURS.
- B. STARKVILLE - OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES.
- C. UPDATE BY CHIEF R. FRANK NICHOLS ON THE RENOVATION OF THE STARKVILLE POLICE DEPARTMENT.
- D. DISCUSSION AND CONSIDERATION OF ALDERMEN TRAVEL TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE'S 2017 MID-WINTER CONFERENCE IN JACKSON MISSISSIPPI CONFERENCE SCHEDULED FOR JANUARY 10-12, 2017 WHICH WILL BE AT THE HILTON HOTEL IN JACKSON, MS, WITH ADVANCED PAYMENT OF TRAVEL AND REGISTRATION.
- E. DISCUSSION AND CONSIDERATION OF THE GEORGIA INSTITUTE OF TECHNOLOGY COMPLETING A TRANSPORTATION SURVEY PERTAINING TO SIDEWALKS IN STARKVILLE.

XI.

DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2017 FROSTBITE HALF MARATHON WITH IN-KIND SERVICES PROVIDED BY THE CITY AND WITH THE CONDITION THAT PROOF OF INSURANCE BE PROVIDED.

b. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE OCTOBER 30, 2016 LIVING LIFE IN PINK EVENT WITH IN-KIND SERVICES TO BE PROVIDED BY THE CITY.

c. CONSIDERATION OF REQUEST FP 16-12 FOR FINAL PLAT APPROVAL FOR A THREE LOT SUBDIVISION OF A 9.59 ACRE PARCEL ON THE SOUTHEAST CORNER OF THE INTERSECTION OF LYNN LANE AND LOUISVILLE STREET IN A C-2 ZONE WITH THE PARENT PARCEL NUMBER 02J-00-113.00.

d. CONSIDERATION OF THE REQUEST PP 16-10 FOR PRELIMINARY PLAT APPROVAL FOR A FIVE LOT SUBDIVISION OF A 32.13 ACRE PARCEL ON THE SOUTH SIDE OF LYNN LANE AND THE NORTH SIDE OF ACADEMY ROAD DIRECTLY NORTH AND EAST OF STARKVILLE ACADEMY IN AN C-2 ZONE WITH THE PARENT PARCEL NUMBER 102I-00-013.00

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL TO ADD WOMACK STREET AND A PORTION OF SEVILLE PLACE TO THE 2016 STREET IMPROVEMENT LIST WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 5 AND WARD 6 DISCRETIONARY FUNDS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 12, 2016 FOR FISCAL YEAR ENDING 9/30/17.

2. REQUEST APPROVAL OF THE SEPTEMBER FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW SFD TO ACCEPT THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT FOR A RESCUE RESPONSE TRAILER FOR \$24,893.78.
2. REQUEST AUTHORIZATION TO ALLOW JMCM CONSULTING TO WRITE AND DEVELOP FEMA GRANTS FOR THE SFD. IF THE GRANT IS APPROVED, THE SFD WOULD OWE JMCM CONSULTING 5% OF THE FUNDED AMOUNT FOR PROJECT ADMINISTRATION.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. REPORT FROM THE RECREATION AND NATIONAL PARKS ASSOCIATION CONFERENCE AND UPCOMING EVENTS.

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE MATTHEW ADDY AS THE FULL TIME TEMPORARY HELP DESK ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT

J. POLICE DEPARTMENT

1. DISCUSSION AND CONSIDERATION TO ALLOW OFFICER TIMOTHY CHISM AND OFFICER KADEN ADAMS TO TRAVEL TO VICKSBURG, MS TO ATTEND THE SEMI-ANNUAL STORM CONFERENCE NOVEMBER 1 – 3, WITH ADVANCE TRAVEL, WHICH WILL BE 100% REIMBURSABLE THROUGH THE FY17 DUI GRANT.
2. DISCUSSION AND CONSIDERATION TO ALLOW ONE POLICE OFFICER TO BE ASSIGNED TO THE FBI JOINT TERRORISM TASK FORCE AT THE DISCRETION OF THE POLICE CHIEF.
3. DISCUSSION AND CONSIDERATION TO ALLOW DETECTIVE KENLEY REAVES TO SPRINGDALE, AR, FOR THE PURPOSE OF INTERVIEW AND INTERROGATION TRAINING, OCTOBER 31- NOVEMBER 4, 2016, AT THE TOTAL COST OF \$1687.55.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE QUOTE FROM SOLE SOURCE OVIVO FOR REPLACEMENT PARTS AND LABOR FOR ONE OF THE WATER DIVISION'S THREE CLARIFIERS, WHICH HAS FAILED, AT A COST OF \$12,101.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. POTENTIAL LITIGATION

B. PENDING LITIGATION

C. PERSONNEL

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 1, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

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

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 13, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the minutes of the September 13, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney, the Board voted as follows:

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

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

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 20, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the minutes of the September 20, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea

Alderman Scott Maynard Voted: Absent
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

4. CONSIDERATION OF THE MINUTES OF THE OCTOBER 4, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the minutes of the October 4, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney, the Board voted as follows:

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

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: None

BOARD OF ALDERMEN COMMENTS:

Alderman Wynn noted the opening of the burn shelter at 197 Pecan Acres Friday, September 16 at 11:00 a.m. She thanked Herman Peters for setting up the Sportsplex recently for the Congressional Black Caucus meeting. She then thanked Chief Nichols for providing leadership to the community.

Alderman Perkins requested copies of applications be attached with future recommendations to hire.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that everyone respect each other and that there should never be harassment towards others.

Dow Yoder, candidate for Court of Appeals Judge, introduced himself to the Mayor, Board and audience. He asked for everyone's support in the November 8, 2016 election.

5. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE OCTOBER 28, 2016 PUMKINPALOOZA WITH IN-KIND SERVICES TO BE PROVIDED BY THE CITY.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver, to approve the Special Events request for the 2016 Pumpkinpalooza event with in-kind services, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea

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

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

Starkville Main Street Association will hold the event on Friday, October 28, 2016. Setup will begin at 3:00 pm and teardown will end at 9:00 pm. The event will start at 6:00 pm and will end at 8:00 pm. The requested services include SPD, Sanitation and SED with a total cost \$1,850.00.

6. CONSIDERATION OF STENNIS STAFFING STUDY CONTRACT.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to approve the Stennis Staffing Study Contract as presented by Mayor Wiseman, the Board voted as follows:

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

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



Stennis Institute of Government and Community Development
Mississippi State University
Post Office Drawer LV
Mississippi State, MS 39762

August 30, 2016

RE: City of Starkville Mississippi 2016 Salary Study
of Comparable Municipal Salaries and Job Description Review

Mayor Parker Wiseman
City of Starkville
110 W Main Street
Starkville, MS 39759

Dear Mayor Wiseman:

In our discussions you have indicated that the City of Starkville is interested in a salary survey to determine if municipal salaries are comparable to those of other Mississippi municipalities.

One of the technical services provided by Stennis Institute is the Comparative Salary Survey, which assists municipalities and counties in assessing their pay and promotion schedules. At present, Stennis has in hand the employee roster and pay schedule for Starkville's 329 full-and part-time employees in eight departments. In order to perform the compensation study and job description review, we'll also need existing job descriptions, if they are available, and any other compensation plans currently used by the city.

Deliverables for the Salary Comparison Study

- A minimum of 30 similar municipalities and relevant government entities. Municipalities with populations within an approximate 10 percent range of Starkville's 23,888 population will be surveyed. The communities will be located primarily in Mississippi, Alabama, Arkansas, Louisiana, and Tennessee.
- A spreadsheet assigning each position a Grade and Step on the Stennis Grade/Step Matrix, which projects raises and promotions over a 20-year horizon; and reporting survey responses including the survey mean, median, and mode, as well as the percent of the mean salary and money value of that percent being paid by Starkville for each position surveyed. Percentiles for 25, 50, and 75 percent of the mean will provide entry, mid, and high salaries for each position. Mean salaries from the US Department of Labor Bureau of Labor Statistics and O-net will be reported for each position.
- A Report presenting the Survey and Review findings. Both hardcopy and electronic versions of the Report will be delivered.

Deliverables for the Review and Update of Job Descriptions

- Review of 124 existing Job Descriptions in eight municipal departments.
- Representative interviews with 10 percent of each department workforce and/or recommended representatives to determine current job duties.
- Recommendations regarding updates to municipal Job Descriptions.
- Update of municipal Job Descriptions.
- Hardcopy and electronic versions of the updated municipal Job Descriptions.

Here is a breakdown of the cost of the survey:

Fixed Price Salary Comparison Study	\$6,750
<ul style="list-style-type: none">• Data gathering, compilation and analysis• Report writing and revisions• TBD number of copies of the Final Report• Electronic copy of the Report	
Fixed Price for Update of Job Descriptions	\$1,500
<ul style="list-style-type: none">• Review of 124 existing Job Descriptions• On-site Employee Interviews• TBD number of copies of the Final Job Descriptions• Electronic copy of the Final Job Descriptions	
TOTAL	\$8,250

Payment Terms:

50% payment upon signing with remaining
50% payment due upon completion.

Both I and Matt Peterson, Research Associate, will be conducting the survey, analyzing the data, writing the report, and presenting to the Board. As yet, a deadline for delivery has not been established. Before we can begin work, we will need approval by your Board, your signal to commence, and the signed proposal agreement. The approved Mississippi State University Sponsored Programs contract will run for the duration of the project to allow for document revisions and the final presentation.

Sincerely,



Claudette Jones, Research Associate
Stennis Institute of Government
and Community Development
Mississippi State University
662-325-2136

Stennis Institute of Government and Community Development at Mississippi State University



Fixed Price Research Agreement

BETWEEN

City of Starkville

AND

Mississippi State University

Table with 4 rows and 4 columns containing agreement details: Agreement No., Project Period Start/End, Contract Amount, and Subject.

Table with 2 main sections: Mail Invoice To and Remit Payment To, each with Name, Address, City, State, and Zip fields.

Types of Funds
Please indicate whether or not you will be using any Federal funds to pay MSU... (yes or No). If yes, please indicate the CFDA #...

Mississippi State University agrees to perform under this agreement as outlined in the Schedule attached hereto. The rights and obligations of the parties to this agreement shall be subject to and governed by this Agreement.

Table with 2 columns: Mississippi State University and Sponsor, with fields for Name, Title, and Date.

Schedule

Fixed Price Research Agreement

Between

City of Starkville

AND

Mississippi State University

WHEREAS: This contract is entered into between [City of Starkville], hereinafter referred to as Sponsor, and Mississippi State University, an institution of higher education of the state of Mississippi, located in Starkville, Mississippi, hereinafter referred to as University.

WHEREAS: The Sponsor desires services in accordance with the scope of work outlined within this agreement, and

WHEREAS: The performance of such service is consistent, compatible and beneficial to the academic role and mission of the University as an institution of higher education and, in consideration of the mutual premises and covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK

The University agrees to provide its reasonable efforts in performing the work set forth herein and within the estimates provided below.

The University will assist the Sponsor in the conduct of the programs and projects of the Sponsor in accordance with the University's proposal as described in **Appendix A** which is attached hereto and by reference incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this contract shall begin on Oct 16, 2016 and shall not extend beyond May 1, 2017 unless such period is extended in writing by both parties.

3. COMPENSATION

A. The Sponsor agrees to compensate the University for the performance of work under Article 1 above, in a fixed price amount of [\$8,250.00] during the period of performance of this contract set forth in Article 2 above.

B. The University shall submit invoices to the Sponsor as follows:

Date	Amount
Upon execution of contract	\$4,125.00
Upon project completion	\$4,125.00
Upon Final Report	

Invoices will be sent to [City of Starkville]. Compensation shall be in the form of checks made payable to "Mississippi State University" and mailed to Ms. Denise Peebles, Assistant Controller for Sponsored Programs Accounting.

Office of the Controller
P.O. Box 5227
Mississippi State, MS 39762

4. AUDIT

Notwithstanding any other conditions of this contract, the books and records of the University will be made available upon request at the University's regular place of business, for audit by personnel authorized by the Sponsor. Additionally, financial records, supporting documents and other records pertinent to this contract shall be retained by the University for a period of three (3) years from the date of submission of the final expenditure report. The period of access and examination described above for the records which relate to (1) litigation or settlement, or (2) costs and expenses of this contract as to when exception has been taken by any of the organizations named above shall continue until such litigation, claims or exceptions have been disposed. The provisions of OMB Circular A-110 and A-133 are applicable to this contract and are incorporated herein by reference.

5. KEY PERSONNEL

[Claudette Jones] shall be designated as the University's Principal Investigator and shall be responsible for the conduct of the work by the University and shall not be replaced without the prior written approval of the Sponsor.

6. CONTROL OF RESEARCH

Control of research will rest entirely with University. However, it is agreed that University, through its Principal Investigator, will maintain continuing communication with a designated liaison for the Sponsor. The frequency and nature of these communications will be mutually defined by University's Principal Investigator and the Sponsor's liaison person.

The University's Principal Investigator is not authorized to change any element of this contract. All changes shall be consummated by formal written amendment signed by the authorized signatory of both parties to this contract.

7. REPORTS AND PUBLICATIONS

- A. A final Technical Report is due within 90 days after the end of the performance period or after final data is collected, whichever comes first. A final Financial Report, which shall serve as the final invoice, is due within 90 days after the end of the performance period. The University through the assigned Principal Investigator or designee is responsible for communicating with Sponsor for all necessary forms and materials to complete this project by the stated date. The final payment for services from the Sponsor to the University will be made upon delivery of the final written report.
- B. In all publications resulting from services performed under the contract, the University agrees to acknowledge the support of the Sponsor.
- C. Sponsor shall be entitled to a royalty free right to make, use and sell product(s) or service(s) embodying Intellectual Property, as defined below, which is not (i) patented or otherwise protected by a patent application or trade secret status; (ii) for computer software, protected by copyright. Accordingly, Sponsor shall have the right to freely use or otherwise exploit any and all unprotected data and other contents of the final Technical Report for any purpose.

8. EQUIPMENT

The University has title to equipment purchased under this agreement.

9. INSPECTION

Designated representatives of the Sponsor (and for the Government, if appropriate) shall have the right to inspect and review the progress of work performed pursuant to this contract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant data, test results, computations, or analyses used or generated under this contract when such inspections are conducted. All such inspections shall be conducted in such a manner as to not unduly delay the progress of work and the Sponsor shall give the University reasonable notice prior to conducting any such inspections. Inspection by the Sponsor shall not relieve the University of its responsibility to fully and formally report the details of the work set forth herein.

10. INTELLECTUAL PROPERTY

Definitions - Intellectual Property - means individually and collectively all inventions, improvements, or discoveries and all works of authorship, excluding articles, dissertations, theses, and books, which are generated in the performance of the services agreement during the Contract Period.

Patents, Inventions or Computer Software

All rights and title to Intellectual Property conceived and first reduced to practice by University employees in the performance of this services agreement during the Contract Period belong to University and are subject to the terms and conditions of this agreement. All rights and title to Intellectual Property conceived and first reduced to practice by Sponsor's employees in the performance of this research agreement during the Contract Period belong to the Sponsor. Intellectual Property conceived and first reduced to practice jointly by University and Sponsor employees will be jointly owned.

Where the deliverable, scope or purpose of this agreement is to develop computer software, anything in this agreement to the contrary notwithstanding, the deliverable shall be an executable format of the software and does not include source code.

In recognition of Sponsor's contribution to this project, University agrees to give Sponsor first right of refusal to negotiate an exclusive license to University owned intellectual property developed as a result of this project.

Scholarly Works

Under University policy, the investigators own copyright in their Scholarly Works. Scholarly Works resulting from the research program are not subject to the term of this section. As used herein, Scholarly Works shall mean articles, dissertations, theses, and books which may be published or otherwise disposed by the authors.

11. EQUAL EMPLOYMENT OPPORTUNITY

The University agrees to comply with the provisions of Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41CFR part 60 to "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

12. INDEPENDENT PARTIES

The University is and will be acting as an independent party in the performance of this work and the University will be responsible for official actions/inactions of university employees or agents in the scope of their official employment. The University, by State law, maintains worker's compensation insurance covering all university employees.

It is not intended that the University would become liable to third parties by virtue of this agreement, nor does the University waive, hereby, any immunity it may have, including sovereign immunity and immunity arising under the 11th amendment of the United States Constitution.

13. TERMINATION

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

14. DISPUTES

Any dispute concerning a question of fact arising under this contract shall be resolved in the following manner: In the event of disagreement, the University and the Sponsor shall present their position in detail to the other party in writing, and both the University and the Sponsor hereby agree to negotiate in good faith to effect an equitable voluntary settlement.

15. LOBBYING

Funds awarded under this contract cannot be used by the University, or any agent acting for the University, to engage in any activities designed to influence the legislation or appropriations pending before Congress. Costs associated with such activity (commonly referred to as "lobbying") are unallowable as charges to this contract.

16. PROCUREMENT AND FINANCIAL MANAGEMENT STANDARDS

The University's financial management and procurement standards shall meet the requirements of Subpart C to OMB Circular A-110.

17. DRUG FREE WORKPLACE

The University certifies that it is in compliance with the provisions of the Drug Free Workplace Act (PL100-690)

18. DEBARMENT

The University certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Prime. The University shall comply with the regulations found at 45CFR Part 620, "Government-wide Debarment and Suspension (Non-procurement)."

19. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Mississippi, excluding its conflict and choice of laws provisions.

--END--

7. CONSIDERATION OF APPROVAL TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A MISSISSIPPI APPALACHIAN REGIONAL COMMISSION (ARC) GRANT APPLICATION, ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF MILL STREET IMPROVEMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve Golden Triangle Planning and Development District to prepare and submit a Mississippi Appalachian Regional Commission (arc) grant application, on behalf of the City of Starkville for the purpose of Mill Street improvements, the Board voted as follows:

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

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

RESOLUTION

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

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

WHEREAS, the Mississippi Development Authority has available funds under the FY-2017 Appalachian Regional Commission (ARC) Program; and

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

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

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

- That the Golden Triangle Planning and Development District is hereby authorized to prepare an FY-2017 ARC Area Development Application on behalf of the City of Starkville for Mill Street improvements; and
- That, upon approval of said application, the Golden Triangle Planning and Development District is hereby authorized to administer said ARC Project; and

- That Parker Wiseman, in his official capacity as the Mayor of the City of Starkville, is hereby authorized to sign all necessary documents, including Grant Agreements with the State of Mississippi, upon approval of said application by the Mississippi Development Authority.

SO ORDERED THIS THE 6th day of October 18, 2016, by the Board of Aldermen of the City of Starkville, Mississippi in a Regular Scheduled Meeting.

Lesa Hardin
City Clerk

Parker Wiseman
Mayor

8. DISCUSSION AND CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 IN THE AMOUNT OF \$10,382.00 FOR THE POLICE DEPARTMENT RENOVATION PROJECT.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to approve Change Order #2 in the amount of \$10,382.00 for the police department renovation project for the modification of twenty three (23) door frames or addition of sidelites and tempered glazing for twenty three (23) sidelites, the Board voted as follows:

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

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

9. CONSIDERATION OF AUTHORIZATION FOR MAYOR PARKER WISEMAN TO SIGN STANDARD DOT TITLE VI ASSURANCES DOCUMENTS AND EXECUTE FOR PROCESSING.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to authorize Mayor Parker Wiseman to sign Standard DOT Title VI assurances documents and execute for processing, the Board voted as follows:

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

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

10. CONSIDERATION OF SETTING THE SALARY, TERMS AND BENEFITS OF NAVARETTE ASHFORD AS DIRECTOR OF HUMAN RESOURCE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to hire Navarette Ashford at a salary of \$73,000 at full benefit status to begin October 21, 2016 with a one year probation, the Board voted as follows:

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

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

11. DISCUSSION AND CONSIDERATION TO RE-APPOINT MRS. EMMA GANDY, DIRECTOR OF SANITATION AND ENVIRONMENTAL SERVICES TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY BOARD. THIS TERM WILL BE EFFECTIVE JANUARY 1, 2017 AND EXPIRES ON DECEMBER 31, 2020.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to re-appoint Mrs. Emma Gandy, Director of Sanitation and Environmental Services to the Golden Triangle Regional Solid Waste Management Authority Board for a term to be effective January 1, 2017 and expiring December 31, 2020, the Board voted as follows:

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

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

12. CONSIDERATION OF THE FINAL ORDER OF THE CITY OF STARKVILLE, MS GRANTING A NEW ENTERPRISE EXEMPTION FROM AD VALOREM PROPERTY TAXES AS CERTIFIED BY THE MISSISSIPPI DEPARTMENT OF REVENUE TO THE CLAIBORNE AT ADELAIDE, LLC FOR ITS NEW DISTRIBUTION HEALTH CARE INDUSTRY FACILITY ENTERPRISE, AS AUTHORIZED BY SECTION 27-31-101, ET SEQ., OF MISSISSIPPI CODE OF 1972, AS AMENDED.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the Final Order of the City of Starkville, MS granting a New Enterprise Exemption from Ad Valorem Property Taxes of the property in the true value amount of \$10,573,841 for a period of ten years as certified by the Mississippi Department of Revenue to the Claiborne at Adelaide, LLC for its new distribution health care industry facility enterprise, as authorized by Section 27-31-101, *ET SEQ.*, of Mississippi Code of 1972, as amended, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Absent

Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Absent
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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



DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

October 6, 2016

Ms. Lisa Hardin
City Clerk of Starkville
Okibbeha County
101 E. Lampkin Street
Starkville, MS 39759

RE: Ad Valorem Taxation Exemption – Claiborne at Adelaide, LLC

Dear Ms. Hardin:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-101 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, 2016, with a total true value of \$10,573,841.

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: fd

Enclosures

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

**FINAL ORDER OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,
MISSISSIPPI, GRANTING A NEW ENTERPRISE EXEMPTION FROM AD
VALOREM PROPERTY TAXES TO THE CLAIBORNE AT ADELAIDE, LLC FOR ITS
NEW DISTRIBUTION HEALTH CARE INDUSTRY FACILITY ENTERPRISE, AS
AUTHORIZED BY § 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS
AMENDED**

The Board next took up for consideration the matter of granting a certain tax exemption from ad valorem property taxes, and the following Final Order, having first been reduced to writing, was introduced:

FINAL ORDER OF THE BOARD OF ALDERMEN OF THE
CITY OF STARKVILLE, MISSISSIPPI, GRANTING A NEW
ENTERPRISE EXEMPTION FROM AD VALOREM
PROPERTY TAXES TO THE CLAIBORNE AT ADELAIDE,
LLC FOR ITS NEW HEALTH CARE INDUSTRY FACILITY
ENTERPRISE, AS AUTHORIZED BY § 27-31-101, ET SEQ., OF
THE MISSISSIPPI CODE OF 1972, AS AMENDED

WHEREAS, this Board finds as a fact that:

I.

The Claiborne at Adelaide, LLC ("**The Claiborne**"), by and through Robert O. Tatum, Jr, its Managing Member, timely filed with the Mayor and this Board of Aldermen (collectively the "**Board**") of the City of Starkville ("**City**"), State of Mississippi ("**State**"), in triplicate and under oath, its written Application ("**Application**") for exemption ("**New Enterprise Exemption**") from ad valorem real and personal property taxation ("**Taxes**") pursuant to § 27-31-101, *et seq.* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**").

II.

The Claiborne, a State limited liability company, operates an assisted-living facility ("**New Enterprise**") at 1980 South Montgomery Street ("**Facility**") in the City, which is a health care industry facility within the meaning of Code §§ 27-31-101(3)(j) & 57-117-3(a)(i).

III.

The Facility is used to provide assisted-living for seniors requiring a low to moderate level of assistance with day-to-day activities and to provide memory care services for seniors requiring a substantial amount of assistance due to Alzheimer's disease and other forms of dementia, as well as for the conducting and administration of the business of the New Enterprise at the Facility. The Facility consists of certain land, buildings, and other real property

improvements and interests and of various items of furniture, fixtures, appliances, furnishings, equipment, and other items of personal property, all having been constructed and installed and being owned by The Claiborne and located on or at the Facility (collectively "**Facility Property**") in the City.

IV.

The New Enterprise should result in an aggregate annualized new payroll at the Facility of approximately Eight Hundred Fifty Thousand Six Hundred Forty-Four Dollars and Zero Cents (\$850,644.00) during 2016 and has resulted in an aggregate increase of approximately thirty (30) full-time equivalent employees at the Facility as of April 30, 2016. Therefore, the New Enterprise has resulted in the creation of new jobs and payroll at the Facility, as well as in the creation and preservation of other ancillary jobs in the City (collectively "**City Jobs**").

V.

Pursuant to the provisions of the Mississippi Health Care Industry Zone Act, Code § 57-117-1, *et seq.* ("**Act**"), on February 20, 2014 the Mississippi Development Authority ("**MDA**") issued Health Care Industry Certificate No. HC-11 ("**Certificate**," a copy of which is attached hereto as Exhibit V, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein) to The Claiborne for the New Enterprise and Facility, thus finding that the New Enterprise and Facility are a "health care industry facility" within the meaning of § 57-117-3(a)(i) of the Act.

VI.

The Claiborne has been and will continue to be engaged in the New Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the Facility Property constitutes property used in connection with, and necessary to, the operation of such New Enterprise of The Claiborne in the City and property used in a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the New Enterprise Exemption authorized by the Statutes and Act, specifically being a health care industry facility described in Code §§ 27-31-101(3)(j) & 57-117-3(a)(i), respectively.

VII.

The Statutes authorize and empower this Board, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant a New Enterprise Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the new enterprises described in the classes enumerated therein, specifically including health care industry facility enterprises, except that the New Enterprise Exemption does not extend to Taxes on the products of such new enterprises or to the Taxes on automobiles and trucks belonging to such new enterprises and operating on or over the highways of this State (collectively "**Eligible Property**"), or to Taxes for school district purposes ("**School Taxes**") or

to State Taxes (together with School Taxes, collectively "**Excluded Taxes**"). Therefore, as authorized by the Statutes, the Facility Property qualifies as Eligible Property used in connection with, or necessary to, the operation of the New Enterprise of The Claiborne in the City and may, in the discretion of this Board, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VIII.

The Facility Property comprising the Eligible Property used in connection with, or necessary to, the operation of The Claiborne's New Enterprise, which is proposed to be exempted by the New Enterprise Exemption and which does not include any products of The Claiborne or any automobiles and trucks of The Claiborne operating on or over the highways of this State, is described in Exhibit VIII attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is Ten Million Five Hundred Seventy-Three Thousand Eight Hundred Forty-One Dollars and Forty-Six Cents (\$10,573,841.46), as itemized as required by the Statutes in Exhibit VIII, with The Claiborne thus making both a significant capital investment in the City (collectively with the City Jobs, "**Economic Impact**").

IX.

The New Enterprise was completed and commenced operations on December 7, 2015 ("**Completion Date**"), and operation of the New Enterprise was begun during 2015. The Statutes require that the application for the New Enterprise Exemption be filed on or before June 1st of the year immediately following the year of completion of the new enterprise, *i.e.*, more particularly, June 1, 2016 for the New Enterprise, with the Application being timely filed in order for the New Enterprise Exemption to be effective January 1, 2016 ("**Commencement Date**") for the New Enterprise.

X.

The Claiborne is operating the New Enterprise in the City which is and will be creating and maintaining the City Jobs and has already and in the future will continue to be, due to the Economic Impact, making a major contribution and commitment to the present and future economic development of the City through the New Enterprise.

XI.

Under the terms of a certain "Resolution of the City of Starkville, Mississippi, Approving, Consenting to, and Granting a Certain Ad Valorem Property Tax Exemption as an Inducement for the Location of Project Foy In The City" ("**Intent Resolution**"), a copy of which is on file and of record in the Minutes of this Board, the City declared its intention and agreement to grant a New Enterprise Exemption to Project Foy. Project Foy was the name used for The Claiborne's then confidential proposed project, which has now resulted in the location of

the Facility and New Enterprise in the City and in their identification as Project Foy in, and The Claiborne's qualification as the beneficiary of, the Intent Resolution.

XII.

The New Enterprise is assisting and will assist The Claiborne in providing employment and payroll at the Facility in the City, and this Board, in accordance with the Intent Resolution, should acknowledge The Claiborne's significant contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to The Claiborne such New Enterprise Exemption for the Eligible Property comprising the New Enterprise and Facility.

XIII.

The maximum term of the New Enterprise Exemption under the Statutes is a term of ten (10) years. Therefore, as provided by the Statutes and Intent Resolution, The Claiborne requested in the Application that this Board grant the New Enterprise Exemption for a period of ten (10) years ("**Term**"), with such New Enterprise Exemption to begin on the Commencement Date and continue for the Term until December 31, 2025 ("**Termination Date**").

XIV.

Therefore, pursuant to the provisions of the Statutes and Intent Resolution, The Claiborne requested in the Application that, in recognition of the fact that the New Enterprise Exemption available to The Claiborne under the Statutes and Intent Resolution constituted an inducement to The Claiborne, and thus played a major role in The Claiborne's decision, to locate its New Enterprise in the City, and that sufficient consideration in the form of the Economic Impact and The Claiborne's reliance on such inducement in the Intent Resolution, as well as certain other good and valuable nonmonetary consideration (collectively "**Consideration**"), have been and will be received by the City from The Claiborne to support the granting of the New Enterprise Exemption by the City, this Board grant to The Claiborne a New Enterprise Exemption from all Taxes, except the Excluded Taxes, which would otherwise be imposed by the City on such Eligible Property.

XV.

This Board is thus authorized and empowered by the provisions of the Statutes and has committed in the Intent Resolution to grant the New Enterprise Exemption to The Claiborne with respect to the Eligible Property of The Claiborne which is and will be used in the New Enterprise located within the City.

XVI.

Therefore, pursuant to the provisions of the Statutes and Intent Resolution, The Claiborne requested in the Application that this Board grant to The Claiborne a New Enterprise Exemption

from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Facility Property constituting Eligible Property utilized in the New Enterprise.

XVII.

By an "Interim Resolution of the Board of Aldermen of the City of Starkville, Mississippi, Conditionally Granting a New Enterprise Exemption From Ad Valorem Property Taxes to The Claiborne at Adelaide, LLC for its New Health Care Industry Facility Enterprise, as Authorized by § 27-31-101, *et seq.*, of the Mississippi Code of 1972, as Amended," previously adopted by this Board ("**Interim Resolution**"), which is on file and of record in the Minutes of its proceedings, the City gave interim approval to the Application for the New Enterprise Exemption filed by The Claiborne and conditionally granted, subject to and following an investigation by the Mississippi Department of Revenue ("**MDOR**") thereof and the receipt by the City of approval and certification thereof from the MDOR, as required by the Statutes, the New Enterprise Exemption sought by The Claiborne in its Application for the Eligible Property.

XVIII.

The MDOR has now performed its investigation, the City has received the approval and certification of the Application from the MDOR, and all of such other conditions and qualifications contained in the Interim Resolution for the granting of the Application of The Claiborne for the New Enterprise Exemption for its New Enterprise at the Facility have now been satisfied.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Starkville, Mississippi, that, in recognition of its above findings and the Consideration, this Board hereby:

(A) Finds that the New Enterprise at the Facility is in fact a bona fide new enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a health care industry facility, and was completed on the Completion Date within the meaning of the Statutes;

(B) Finds that the New Enterprise Exemption available to The Claiborne and the commitment of the City in the Intent Resolution to grant the New Enterprise Exemption to The Claiborne constituted an inducement to The Claiborne and thus played a significant role in The Claiborne's decision to locate the New Enterprise at the Facility in the City;

(C) Finds further that The Claiborne is eligible for and, pursuant to the Intent Resolution, is entitled to a New Enterprise Exemption from all such Taxes imposed by the City on the Eligible Property of the New Enterprise, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, commencing with the Commencement Date and continuing for the Term until the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of The Claiborne are such that the New Enterprise at the Facility has and will promote the economic development of the City and State and has and will supply employment to the citizens of the City and State; that any and all appropriate City authorities have reviewed and approved the Application of The Claiborne and have recommended to this Board that the New Enterprise Exemption requested by The Claiborne in the Application for its New Enterprise should be granted;

(E) Finds that the New Enterprise has and will continue to provide employment and a payroll in the City and that in order to promote the economic development of the City so as to provide additional gainful employment for its citizens, this Board should acknowledge The Claiborne's major contribution and commitment to the economic development of the City by exercising its discretionary authority to grant such New Enterprise Exemption to The Claiborne and that this Board, does, therefore, desire, on behalf of the City, to grant the New Enterprise Exemption to The Claiborne;

(F) Finds that the present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the City necessitate, as a public purpose, that the City continue to encourage a program of economic development and expansion in order to further both the present and future long-term economic development of the City through the improvement of its tax base by attracting and assisting enterprises providing employment to its citizens, through the approval of exemptions to assist businesses which are deemed necessary or desirable for the economic development and advancement of the City;

(G) Approves the Application and grants the New Enterprise Exemption to The Claiborne for the Term, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Facility Property of the New Enterprise constituting the Eligible Property described in Exhibit VIII used in connection with, or necessary to, the operation of the New Enterprise in the City;

(H) Finds that Exhibit VIII attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(I) Declares that the Facility Property is Eligible Property and is exempt under the New Enterprise Exemption and establishing the Commencement Date, Term and Termination Date;

(J) Actually and finally grants to The Claiborne the New Enterprise Exemption applied for in the Application by The Claiborne for the New Enterprise and declares that the Eligible Property is exempt under the New Enterprise Exemption beginning with the Commencement Date and continuing for the Term until the Termination Date;

(K) Requests that the Tax Assessor of Oktibbeha County ("Assessor") take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such New Enterprise Exemption so granted, beginning with the Commencement Date and continuing for the Term until the Termination Date, including making appropriate notations on the tax rolls so that the Facility Property which is Eligible Property will be treated as provided for in such final order approving the Application and the New Enterprise Exemption and in the Statutes and Intent Resolution;

(L) Directs the City Clerk ("Clerk") to file one (1) copy of the Application, the Interim Resolution and this Final Order approving the Application with the State Auditor of Public Accounts; and to file one (1) copy of this Final Order approving the Application with the MDOR and Assessor; and

(M) Directs the Clerk to record this Final Order approving this Application in the Minutes of the Board in a book kept in the Clerk's office for such purposes.

After a full discussion of this matter, Aldermen _____ moved that the foregoing Final Order be adopted, and said Motion was seconded by Supervisor _____. The President of the Board then put the question to a roll call vote, and the result was as follows:

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

WHEREUPON, this Interim Resolution having received the affirmative vote of a majority of the members of the Board of Aldermen present, the President declared that the foregoing Interim Resolution was passed and adopted, in a regular meeting of the Board of Aldermen of the City of Starkville, State of Mississippi, on the ____ day of _____, 201__.

BOARD OF ALDERMEN OF THE CITY
OF STARKVILLE, MISSISSIPPI

By: _____
Royce A. Perkins, President

ATTEST:

Lesa Hardin, City Clerk
Clerk of the City of
Starkville, Mississippi

EXHIBIT V

HCIF Certificate HC-11

Exhibit V



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
BRENT CHRISTENSEN
EXECUTIVE DIRECTOR

February 21, 2014

Ms. Lisa Odom
The Claiborne at Adelaide, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

Re: Mississippi Health Care Industry Zone Incentive Program, HC-11

Dear Ms. Odom:

On February 20, 2014, the Mississippi Development Authority (MDA) certified The Claiborne at Adelaide, LLC for the Mississippi Health Care Industry Zone Incentive Program. You will find the Health Care Industry Facility certificate enclosed.

Please contact Ashley May at the Mississippi Department of Revenue for more information regarding the Health Care Industry Zone incentives for which The Claiborne at Adelaide is now eligible. Ashley can be reached at ashley.may@dor.ms.gov or 601.923.7195.

In addition, please contact your local tax assessor's office to discuss the property tax exemption that the local units of government can provide at their discretion in conjunction with this program.

If you need further assistance from MDA, please do not hesitate to call me at 601.359.5052.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sally Williams".

Sally Williams
Bureau Manager, Financial Resources Division

Enclosure

cc: Ashley May, Mississippi Department of Revenue
Tray Hairston, Butler Snow

**ORDER OF THE MISSISSIPPI DEVELOPMENT AUTHORITY
DIRECTING THE ISSUANCE TO THE CLAIBORNE AT ADELAIDE, LLC OF A HEALTH
CARE INDUSTRY FACILITY CERTIFICATE**

WHEREAS, this Authority has heard and taken oral and documentary evidence and has made full investigation of the matter and on the basis thereof does hereby find and determine as follows:

The Claiborne at Adelaide, LLC qualifies for assistance under the Mississippi Health Care Industry Zone Act, pursuant to Section 57-117-1, et seq., Mississippi Code of 1972 Annotated, as Amended.

IT IS, THEREFORE, ORDERED AS FOLLOWS:

The Health Care Industry Facility Certificate (the "Certificate") requested by the Claiborne at Adelaide, LLC (the "Company") is hereby granted and issued in the following form and conditions:

HEALTH CARE INDUSTRY FACILITY CERTIFICATE: HC-11

ESTIMATED JOB CREATION COMMITMENT: 32

ESTIMATED INVESTMENT COMMITMENT: \$12,816,535

ELIGIBLE SITE – LOCATION:

1980 South Montgomery Street
Starkville, Mississippi 39759

DATE OF CERTIFICATE: February 20, 2014

This Certificate is hereby approved subject to the approved application and representations made by the Company therein.

The thresholds established in this Certificate shall remain constant for the duration of the project.

It is understood the Company has 60 months from the date of this Certificate to meet its job creation commitment of at least **twenty-five** jobs and such job figures must be confirmed by the Mississippi Development Authority or make a minimum capital investment of ten million dollars within 24 months from the date of certification.



Approved by:


Brent Christensen
Executive Director

EXHIBIT VIII

Eligible Property of the Facility and New Enterprise of The Claiborne at Adelaide, LLC

Real Property:

Land – See Exhibits VIII-A(1) & (2) attached	\$ 452,592.19	
Building:		
General Contractor – See Exhibit VIII-B(1) attached	6,674,578.10	
Owner Purchased Materials – See Exhibit VIII-B(2) attached	<u>2,889,166.17</u>	
Total Real Property		<u>\$10,016,336.46</u>

Personal Property:

See Exhibit VIII-C attached:		
Furniture	196,723.00	
Appliances	77,201.00	
Kitchen	81,898.00	
Computers, Equipment and Other	<u>201,683.00</u>	
Total Personal Property		<u>557,505.00</u>

Total Eligible Property & Facility Property \$10,573,841.46

Exhibit VIII-A(1)

LEGAL DESCRIPTION

PARCEL 1 (Fee Parcel):

Commencing at a found nail at the Southeast corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North a distance of 4594.31 feet; thence West a distance of 56.91 feet to a point on the West right of way of a road known as South Montgomery Street said point being the Point of Beginning of the herein described tract; thence North 89 degrees 56 minutes 38 seconds West a distance of 367.52 feet; thence North 45 degrees 43 minutes 19 seconds West a distance of 353.82 feet; thence North 44 degrees 16 minutes 41 seconds East a distance of 346.75 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.94 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 380.10 feet to a point on the West right of way of said South Montgomery Street; thence along said West right of way, South 00 degrees 08 minutes 35 seconds West a distance of 536.58 feet to the Point of Beginning, containing 6.017 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

TOGETHER WITH an appurtenant easement for the benefit of Parcel 1 over and across the parcel of land known as the Alley, more particularly described below as Parcel 2, by virtue of that certain Temporary Construction and Permanent Access Easement Agreement by and between Ramsey Partners, L.P. and The Claiborne at Adelaide, LLC dated August 27, 2014 and filed of record September 2, 2014 in Book 2014 at Page 5771, subject to the terms and conditions contained therein:

PARCEL 2 (Alley):

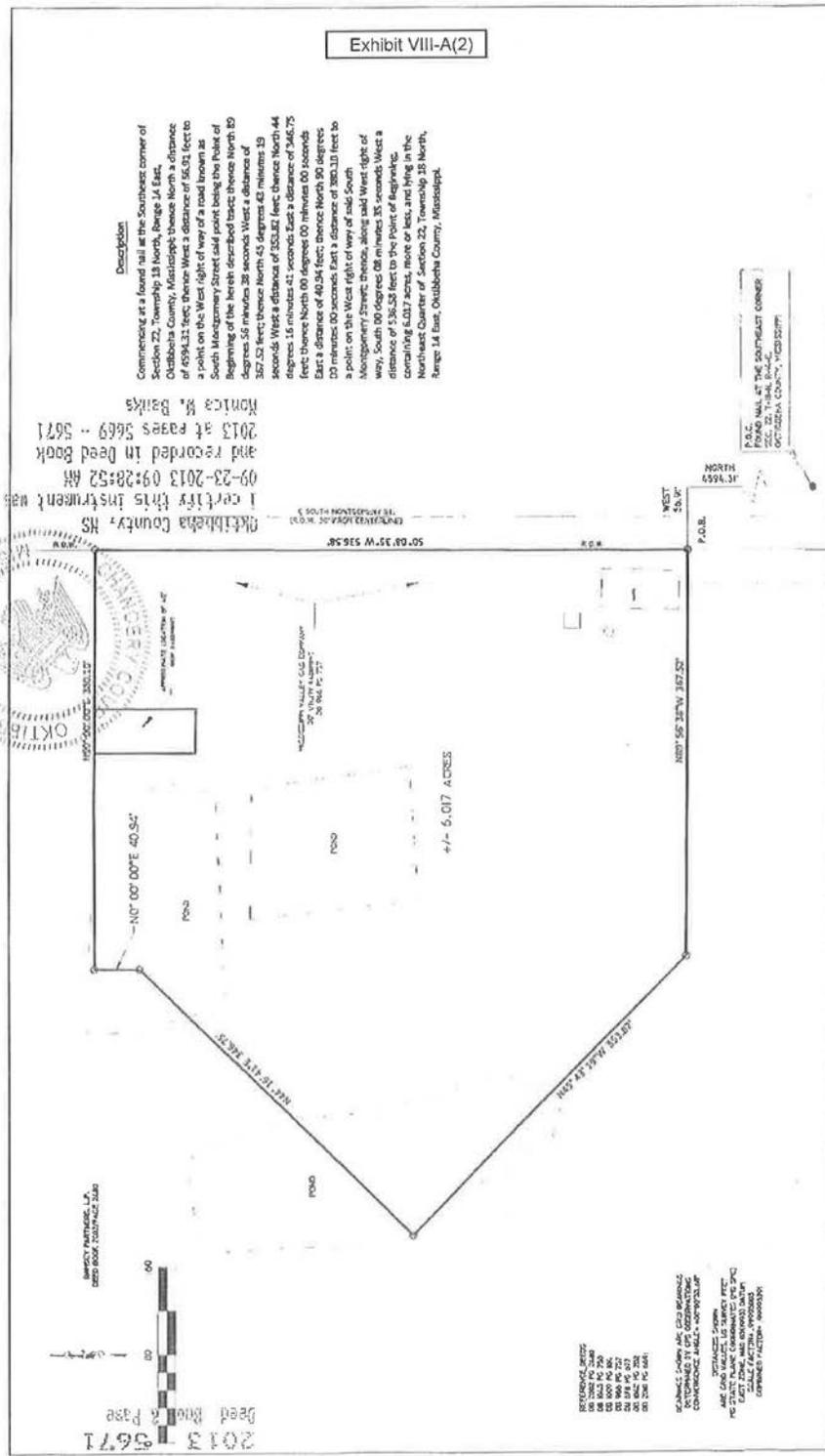
Commencing at a found nail at the Southeast corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North a distance of 5130.90 feet; thence West a distance of 55.57 feet to the Point of Beginning of the herein described tract; thence North 00 degrees 08 minutes 35 seconds East a distance of 24.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 404.19 feet; thence South 00 degrees 01 minutes 17 seconds West a distance of 51.98 feet; thence along a curve to the right with an arc length of 6.18 feet, a radius of 8.00 feet, a chord bearing of South 22 degrees 08 minutes 59 seconds West, and a chord length of 6.03 feet; thence South 44 degrees 16 minutes 41 seconds West a distance of 333.66 feet; thence South 45 degrees 43 minutes 19 seconds East a distance of 24.00 feet; thence North 44 degrees 16 minutes 41 seconds East a distance of 346.75 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.94 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 380.10 feet to the Point of Beginning, containing 0.43 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

AND ALSO an appurtenant easement for the benefit of Parcel 1 over and across the parcel of land known as the South Road, more particularly described below as Parcel 3, by virtue of that certain Temporary Construction and Permanent Access Easement Agreement by and between Ramsey Partners, L.P. and The Claiborne at Adelaide, LLC dated August 27, 2014 and filed of record September 2, 2014 in Book 2014 at Page 5779, subject to the terms and conditions contained therein:

PARCEL 3 (South Road):

Commence at a found nail at the Southeast Corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North 00 degrees 00 minutes 00 seconds East a distance of 4594.31 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 56.91 feet to the Point of Beginning for the herein described tract; thence North 89 degrees 56 minutes 38 seconds West a distance of 367.52 feet; thence North 45 degrees 43 minutes 19 seconds West a distance of 392.92 feet; thence South 44 degrees 16 minutes 48 seconds West a distance of 57.69 feet; thence South 45 degrees 43 minutes 12 seconds East a distance of 416.63 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 390.69 feet; thence North 00 degrees 08 minutes 35 seconds East a distance of 57.50 feet to the point of beginning; containing 1.04 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

D 5 R 2 26 2014



Description
 Commencing at a found nail at the Southeast corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North a distance of 4594.31 feet; thence West a distance of 56.01 feet to a point on the West right of way of a road known as South Montgomery Street said point being the Point of Beginning of the herein described tract; thence North 19 degrees 56 minutes 38 seconds West a distance of 317.52 feet; thence North 45 degrees 47 minutes 57 seconds West a distance of 103.67 feet; thence North 44 degrees 11 minutes 41 seconds East a distance of 346.75 feet; thence North 87 degrees 11 minutes 11 seconds East a distance of 148.35 feet; thence North 87 degrees 56 minutes 38 seconds East a distance of 103.67 feet to a point on the West right of way of said South Montgomery Street; thence, along said West right of way, South 100 degrees 08 minutes 35 seconds West a distance of 536.25 feet to the Point of Beginning, containing 6.017 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

Monica M. Banks
 2013 at Pages 5669 - 5671
 and recorded in Deed Book
 09-23-2013 09:28:52 AM
 I certify this instrument was
 filed on
 Oktibbeha County, MS

Deed Book 5671
 2013
 5671

Exhibit VIII-A(2)

NEEL-SCHAFFER Professional Land Surveyor P.O. Box 3103 39703 220 North Main Street Ocean Springs, MS 38955 PE: 1002128-0017 FAX: 1002128-0022		EXHIBIT A
Date: 8-12-2013 Dwg No.: 2423 Scale: 1" = 80'	Reference Table: 00 1000 FT 0.0000 01 2000 FT 0.0000 02 3000 FT 0.0000 03 4000 FT 0.0000 04 5000 FT 0.0000 05 6000 FT 0.0000 06 7000 FT 0.0000 07 8000 FT 0.0000 08 9000 FT 0.0000 09 10000 FT 0.0000 10 11000 FT 0.0000 11 12000 FT 0.0000 12 13000 FT 0.0000 13 14000 FT 0.0000 14 15000 FT 0.0000 15 16000 FT 0.0000 16 17000 FT 0.0000 17 18000 FT 0.0000 18 19000 FT 0.0000 19 20000 FT 0.0000 20 21000 FT 0.0000 21 22000 FT 0.0000 22 23000 FT 0.0000 23 24000 FT 0.0000 24 25000 FT 0.0000 25 26000 FT 0.0000 26 27000 FT 0.0000 27 28000 FT 0.0000 28 29000 FT 0.0000 29 30000 FT 0.0000 30 31000 FT 0.0000 31 32000 FT 0.0000 32 33000 FT 0.0000 33 34000 FT 0.0000 34 35000 FT 0.0000 35 36000 FT 0.0000 36 37000 FT 0.0000 37 38000 FT 0.0000 38 39000 FT 0.0000 39 40000 FT 0.0000 40 41000 FT 0.0000 41 42000 FT 0.0000 42 43000 FT 0.0000 43 44000 FT 0.0000 44 45000 FT 0.0000 45 46000 FT 0.0000 46 47000 FT 0.0000 47 48000 FT 0.0000 48 49000 FT 0.0000 49 50000 FT 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EXHIBIT VIII-B(2)

Owner-Direct Materials Purchases

Vendor	Date Paid	Check Number	Amount
Draw Request #1 - September 2014			
Total			\$ -
Draw Request #2 - October 2014			
Vulcan	10/30/2014	1038	\$ 1,531.33
Robinson Electric	11/6/2014	1040	\$ 36,581.54
Total			\$ 38,112.87
Draw Request #3 - November 2014			
Robinson Electric	12/10/2014	1048	\$ 32,816.53
Central Pipe Supply	12/10/2014	1049	\$ 9,354.82
Total			\$ 42,171.35
Draw Request #4			
Central Pipe Supply	1/21/2015	1060	\$ 42,397.67
Southern Pipe & Supply	1/21/2015	1061	\$ 11,382.00
Bacco Materials	1/21/2015	1062	\$ 16,954.98
MMC Materials	1/21/2015	1063	\$ 70,368.00
Hanson	1/21/2015	1064	\$ 17,620.00
Tech-Con Systems	1/21/2015	1065	\$ 44,514.51
Total			\$ 203,237.16
Draw Request #5			
Old World Distributors	1/14/2015	1058	\$ 7,840.38
Central Pipe		1075	\$ 37.35
Bacco Materials		1076	\$ 109.08
MMC Materials		1077	\$ 68,341.00
Southern Pipe		1078	\$ 3,815.20
Matheus Lumber Company		1079	\$ 77,474.05
Trussway		1080	\$ 32,524.75
Total			\$ 190,141.81
Draw Request #6			
Southern Pipe		1086	\$ 23,119.38
Matheus Lumber Company		1087	\$ 211,962.58

MMC Materials	1088	\$	97,680.02
Vulcan	1089	\$	3,477.50
APAC Mississippi Inc.	1090	\$	35,816.54
Hanson	1091		\$4,710.13
Robinson Electric Supply	1092		\$10.54
Trussway	1093	\$	42,565.44
Ward Mechanical	1094	\$	6,577.50
Old World Distributors	1095	\$	7,840.37
Total		\$	433,760.00

Draw Request #7

Matheus Lumber	1097		72,031.77
Southern Pipe & Supply	1098		8,870.40
Robinson Electric	1099		39,734.74
Trussway	1100		136,334.81
MMC	1101		45,523.64
BMC	1103		13,818.00
ProBuild	1102		75,439.98
Ward Mechanical	1104		7,251.00
Total			399,004.34

Draw Request #8

Hanson	1122		100.00
Pro Build	1123		6,132.80
MMC	1124		1,391.00
Southern Pipe	1125		77,736.00
Matheus Lumber	1128		63,027.96
Ward Mechanical	1127		11,392.00
Southern A/C Supply Inc.	1132		19,189.20
Columbia Block & Brick	1130		14,654.25
Energy Systems South East (ESSE)	1131		17,400.00
Total			211,023.21

Draw Request #9

Columbia Block & Brick	1141		27,378.00
Pro Build	1142		4,187.92
Southern Pipe & Supply	1143		32,492.77
MMC	1144		8,295.00
Matheus Lumber	1145		4,202.30
BMC	1146		1,500.00
Industrial Fabricators, Inc.	1147		5,254.00
Southern A/C Supply Inc.	1148		25,383.24
Ward Mechanical	1149		5,370.00
Total			114,063.23

Draw Request #10

Columbia Block & Brick	1151	13,689.00
Pro Build	1152	25,145.04
MMC Materials	1153	2,976.00
Southern Pipe & Supply-HVAC	1154	62,086.00
Southern Pipe & Supply	1155	35,036.86
BMC	1156	11,384.32
Southern A/C Supply Inc.	1157	14,824.32
Ward Mechanical Equipment	1158	685.00
		<u>165,826.54</u>

Draw Request #11

Construction Materials	1181	7,136.00
Columbia Block & Brick	1182	10,091.25
MMC	1183	3,852.00
Southern Pipe & Supply	1184	26,412.49
Tyco/Simplex Grinnell	1186	45,750.00
Saco Industries Inc.	1187	16,544.38
BMC	1188	27,818.00
MCS	1189	18,962.94
Pro Build Refund	Deposit	(6,132.80)
		<u>150,434.26</u>

Draw #12

Industrial Fabricators	1196	7,704.60
MMC Materials	1197	6,048.00
Southern Pipe & Supply	1198	7,691.46
BMC	1199	56,622.92
Ward Mechanical	1200	35,754.50
Southern A/C Supply	1201	30,833.69
Carpet Tech	687	117,157.44
Sherwin Williams	1203	21,330.13
Fleco Industries/Lights Fantastic	1204	18,460.97
L&W Supply	1205	133,120.76
		<u>434,724.47</u>
Discrepancy to Change Order Reconciliation		(1.00)
		(0.40)
		687.79
		<u>(3,202.50)</u>
		<u>432,208.36</u>

Draw #13

Southern Pipe & Supply	1229	5,924.59
BMC	1230	52,030.06
Ward Mechanical	1231	2,000.00

Southern A/C Supply	1232	49,911.55
Carpet Tech	1233	8,042.33
Sherwin Williams	1234	13,697.51
Fleco Industries/Lights Direct	1235	63,399.08
L&W-River City	1236	18,968.80
Columbia Block & Brick	12387	12,304.50
MCS Building Supply	1238	23,414.28
Saco Industries	**	78,069.06
Silversphere	1240	32,500.50
GE Appliances	1241	10,098.00
Pellerin Laundry Machinery	1210	3,677.00
		<u>374,037.26</u>
		1.00
		<u>374,038.26</u>

Draw #14 Materials

MMC	1257	13,058.28
Southern Pipe	1258	7,660.50
BMC	1260	41,975.49
Sherwin Williams	1261	4,485.69
Fleco Industries/Lights Fantastic	1262	4,089.06
Silversphere	1263	36,558.40
L&W Supply	Deposited 11/10	<u>(16,223.20)</u>
		91,604.22

Draw #15 Materials

Southern Pipe & Supply	1281	23,564.83
GE Appliances	1282	14,958.00
Hotel & Restaurant Supply	1283	92,356.05
Matheus Lumber	1284	270.00
Columbia Block & Brick	1285	676.00
BMC	1286	28,890.97
Sherwin Williams	1287	504.95
Fleco Industries/Lights Fantastic	1288	59,107.30
Silversphere	1289	17,492.40
MCS Building Supply	1290	9,190.27
		<u>247,010.77</u>

Draw #16

Southern Pipe & Supply	1323	295.91
GE Appliances	1324	32,272.00
Hotel & Restaurant Supply	1311	7,169.38
Sherwin Williams	1312	95.13
BMC	1313	1,059.72
APAC	1314	35,705.64

Fleco Industries/Lights Fantastic	1315	6,326.05
Silversphere	1316	4,830.80
		<u>87,754.63</u>
Draw #17		
BMC	1333	8,614.43
Fleco Industries	1334	6,305.55
		<u>14,919.98</u>
LESS: Personal Property Included in Exhibit VIII-C		<u>-306,144.82</u>
TOTAL - Building Materials Purchased Directly by Owner		<u><u>\$ 2,889,166.17</u></u>

Exhibit VIII-C			
	<i>Item Description</i>	<i>Quantity</i>	<i>Amount</i>
Furniture			
	Upholstered Chairs	35	19,284
	Upholstered Sofas	9	12,311
	Upholstered Theater Chairs	24	6,120
	Dining Chairs	114	29,008
	Activity Room Chairs	41	15,897
	Activity Room Tables	7	7,637
	Dining Tables	27	7,016
	Outdoor Furniture (tables, chairs, rockers)	16	6,694
	Private Dining Room Table	1	1,324
	Coffee/Entry Tables	11	7,520
	Console Tables	19	12,960
	Side Tables	10	3,050
	Salon Furniture (chairs, hairdryers, manicure table)	5	1,011
	Hallway Benches	6	3,600
	Bookcases	2	600
	Blue Ray Players-Samsung	2	170
	TV's-VIZIO 43"	2	780
	TV's-VIZIO 55"	6	3,600
	Wii	2	225
	Headboard	2	700
	Mattress	2	200
	Lamps	8	770
	Side Tables	2	390
	Sofa	2	1,100
	End Tables	2	300
	Coffee Tables	2	600
	Chairs	2	700
	Accent Table	2	200
	Console Tables	2	600
	Mirror	2	300
	Cabinet	2	500
	Custom Artwork	5	3,000
	Framed Artwork	89	7,872
	Activity Room Podium	1	319
	Popcorn Machine	1	216
	Piano	1	4,763
	Desk w/ return	1	670
	Stainless Steel Trash Receptacles	10	3,898
	Shelving	5	791
	Task Chairs	18	2,152
	Desk	8	3,780
	Retractable Keyboard Tray	4	1,383
	Tables	4	1,624
	File Cabinets	13	7,500
	Storage Cabinets	5	2,210
	Book Shelf	1	214
	Mail Sorter	2	378
	Label Maker	1	125

	Wastebasket	6	52
	Accessories (rugs, lamps, etc.)		10,610
Appliances			
	Refrigerators	58	29,479
	Compact Refrigerator	1	170
	Dishwashers	14	3,804
	Range	12	5,400
	Microwave Oven	58	7,635
	Oven	2	2,050
	Range Hoods	2	180
	Washer	5	1,775
	Dryer	5	1,500
	Commercial Dryer	1	3,526
	Commercial Washer	1	9,182
	Trash Compactor	1	12,500
Kitchen			
	Captive-Aire Exhaust Hood Package	1	11,712
	Range-6 Burner	1	4,694
	Combination Oven/Steamer-Alto Shaam	1	14,934
	Heater Cabinet	1	1,669
	Mixer-Stand	1	1,583
	Sandwich Unit	1	2,510
	Hot Food Station	1	1,749
	Food Warmer-Hatco	1	185
	Work Table	5	2,800
	Microwave	1	274
	Ice Maker	1	3,618
	Beverage Counter	1	2,844
	Wall Shelf	2	364
	Power Mixer	1	174
	Dishtable-Soiled	1	1,776
	Dishtable-Clean	1	627
	Sorting Shelf	1	370
	Pot Rack	1	409
	Pan Rack	1	579
	Ingredient Bin	3	699
	Reach-In Refrigerator	1	2,679
	Walk-In Cooler w/ Shelving	1	23,500
	Dish Dolly	1	799
	Slicer	1	1,351
Other			
	Laptop	1	1,519
	Desktops	6	7,127
	Phones	15	2,085
	Theater Room Equipment		10,643
	Speakers	62	11,171
	Nursecall System-Silversphere		61,459
	Cabinetry/Countertops		107,680
			557,505
All equipment purchases in 2015 NEW			

COPY

(Adopted 7/5/16)

**APPLICATION OF THE CLAIBORNE AT ADELAIDE, LLC
FOR A NEW ENTERPRISE EXEMPTION FROM
AD VALOREM PROPERTY TAXES FOR ITS NEW
HEALTH CARE INDUSTRY FACILITY ENTERPRISE,
AS AUTHORIZED BY § 27-31-101, ET SEQ.,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

TO THE HONORABLE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI:

COMES NOW The Claiborne at Adelaide, LLC ("**The Claiborne**"), by and through Robert O. Tatum, Jr., its Managing Member, and files, in triplicate and under oath, this its written Application for exemption ("**New Enterprise Exemption**") from ad valorem real and personal property taxation ("**Taxes**") pursuant to § 27-31-101, *et seq.* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represents unto this Honorable Board of Aldermen ("**Board**") of the City of Starkville ("**City**"), Oktibbeha County ("**County**"), State of Mississippi ("**State**"), as follows:

I.

The Claiborne, a State limited liability company, operates an assisted-living facility ("**New Enterprise**") at 1980 South Montgomery Street ("**Facility**") in the City, which is a health care industry facility within the meaning of Code §§ 27-31-101(3)(j) & 57-117-3(a)(i).

II.

The Facility is used to provide assisted-living for seniors requiring a low to moderate level of assistance with day-to-day activities and to provide memory care services for seniors requiring a substantial amount of assistance due to Alzheimer's disease and other forms of dementia, as well as for the conducting and administration of the business of the New Enterprise at the Facility. The Facility consists of certain land, buildings, and other real property improvements and interests and of various items of furniture, fixtures, appliances, furnishings, equipment, and other items of personal property, all having been constructed and installed and being owned by The Claiborne and located on or at the Facility (collectively "**Facility Property**") in the City.

III.

The New Enterprise should result in an aggregate annualized new payroll at the Facility of approximately Eight Hundred Fifty Thousand Six Hundred Forty-Four Dollars and Zero Cents (\$850,644.00) during 2016 and has resulted in an aggregate increase of approximately thirty (30) full-time equivalent employees at the Facility as of April 30, 2016. Therefore, the New Enterprise has resulted in the creation of new jobs and payroll at the Facility,

as well as in the creation and preservation of other ancillary jobs in the City (collectively "**City Jobs**).

IV.

Pursuant to the provisions of the Mississippi Health Care Industry Zone Act, Code § 57-117-1, *et seq.* ("**Act**"), on February 20, 2014 the Mississippi Development Authority ("**MDA**") issued Health Care Industry Certificate No. HC-11 ("**Certificate**," a copy of which is attached hereto as Exhibit IV, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein) to The Claiborne for the New Enterprise and Facility, thus finding that the New Enterprise and Facility are a "health care industry facility" within the meaning of § 57-117-3(a)(i) of the Act.

V.

The Claiborne has been and will continue to be engaged in the New Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the Facility Property constitutes property used in connection with, and necessary to, the operation of such New Enterprise of The Claiborne in the City and property used in a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the New Enterprise Exemption authorized by the Statutes and Act, specifically being a health care industry facility described in Code §§ 27-31-101(3)(j) & 57-117-3(a)(i), respectively.

VI.

The Statutes authorize and empower the Board, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant a New Enterprise Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the new enterprises described in the classes enumerated therein, specifically including health care industry facility enterprises, except that the New Enterprise Exemption does not extend to Taxes on the products of such new enterprises or to the Taxes on automobiles and trucks belonging to such new enterprises and operating on or over the highways of this State (collectively "**Eligible Property**"), or to Taxes for school district purposes ("**School Taxes**") or to State Taxes (together with School Taxes, collectively "**Excluded Taxes**"). Therefore, as authorized by the Statutes, the Facility Property qualifies as Eligible Property used in connection with, or necessary to, the operation of the New Enterprise of The Claiborne in the City and may, in the discretion of the Board, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VII.

The Facility Property comprising the Eligible Property used in connection with, or necessary to, the operation of The Claiborne's New Enterprise, which is proposed to be exempted by the New Enterprise Exemption and which does not include any products of The Claiborne or any automobiles and trucks of The Claiborne operating on or over the highways of

this State, is described in Exhibit VII attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is Ten Million Five Hundred Seventy-Three Thousand Eight Hundred Forty-One Dollars and Forty-Six Cents (\$10,573,841.46), as itemized as required by the Statutes in Exhibit VII, with The Claiborne thus making both a significant capital investment in the City (collectively with the City Jobs, "**Economic Impact**").

VIII.

The New Enterprise was completed and commenced operations on December 7, 2015 ("**Completion Date**"), and operation of the New Enterprise was begun during 2015. The Statutes require that the application for the New Enterprise Exemption be filed on or before June 1st of the year immediately following the year of completion of the new enterprise, *i.e.*, more particularly, June 1, 2016 for the New Enterprise, with this Application being timely filed in order for the New Enterprise Exemption to be effective January 1, 2016 ("**Commencement Date**") for the New Enterprise.

IX.

The Claiborne is operating the New Enterprise in the City which is and will be creating and maintaining the City Jobs and has already and in the future will continue to be, due to the Economic Impact, making a major contribution and commitment to the present and future economic development of the City through the New Enterprise.

X.

Under the terms of a certain "Resolution of Oktibbeha County, Mississippi, Approving, Consenting to, and Granting a Certain Ad Valorem Property Tax Exemption as an Inducement for the Location of Project Foy In The City" ("**Intent Resolution**"), a copy of which is on file and of record in the Minutes of the Board, the City declared its intention and agreement to grant a New Enterprise Exemption to Project Foy. Project Foy was the name used for The Claiborne's then confidential proposed project, which has now resulted in the location of the Facility and New Enterprise in the City and in their identification as Project Foy in, and The Claiborne's qualification as the beneficiary of, the Intent Resolution.

XI.

The New Enterprise is assisting and will assist The Claiborne in providing employment and payroll at the Facility in the City, and the Board, in accordance with the Intent Resolution, should acknowledge The Claiborne's significant contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to The Claiborne such New Enterprise Exemption for the Eligible Property comprising the New Enterprise and Facility.

XII.

The maximum term of the New Enterprise Exemption under the Statutes is a term of ten (10) years. Therefore, as provided by the Statutes and Intent Resolution, The Claiborne hereby requests that the Board grant the New Enterprise Exemption for a period of ten (10) years ("**Term**"), with such New Enterprise Exemption to begin on the Commencement Date and continue for the Term until December 31, 2025 ("**Termination Date**").

XIII.

Therefore, pursuant to the provisions of the Statutes and Intent Resolution, The Claiborne respectfully requests that, in recognition of the fact that the New Enterprise Exemption available to The Claiborne under the Statutes and Intent Resolution constituted an inducement to The Claiborne, and thus played a major role in The Claiborne's decision, to locate its New Enterprise in the City, and that sufficient consideration in the form of the Economic Impact and The Claiborne's reliance on such inducement in the Intent Resolution, as well as certain other good and valuable nonmonetary consideration (collectively "**Consideration**"), have been and will be received by the City from The Claiborne to support the granting of the New Enterprise Exemption by the City, the Board grant to The Claiborne a New Enterprise Exemption from all Taxes, except the Excluded Taxes, which would otherwise be imposed by the City on such Eligible Property.

XIV.

The Board is thus authorized and empowered by the provisions of the Statutes and has committed in the Intent Resolution to grant the New Enterprise Exemption to The Claiborne with respect to the Eligible Property of The Claiborne which is and will be used in the New Enterprise located within the City.

XV.

Therefore, pursuant to the provisions of the Statutes and Intent Resolution, The Claiborne respectfully requests that the Board grant to The Claiborne a New Enterprise Exemption from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Facility Property constituting Eligible Property utilized in the New Enterprise.

WHEREFORE, PREMISES CONSIDERED, The Claiborne prays (i) that this Application be received, filed, reviewed and approved by any and all appropriate City authorities and placed in line for consideration on the agenda of the appropriate Board meeting; and (ii) that, upon its approval of this Application, the Board will, in recognition of the above premises and the Consideration, spread upon its Minutes an interim resolution which:

(A) Finds that the New Enterprise at the Facility is in fact a bona fide new enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a health care industry facility, and was completed on the Completion Date within the meaning of the Statutes;

(B) Finds that the Board recognizes and acknowledges that the New Enterprise Exemption available to The Claiborne and the commitment of the City in the Intent Resolution to grant the New Enterprise Exemption to The Claiborne constituted an inducement to The Claiborne and thus played a significant role in The Claiborne's decision to locate the New Enterprise at the Facility in the City;

(C) Finds further that The Claiborne is eligible for and, pursuant to the Intent Resolution, is entitled to a New Enterprise Exemption from all such Taxes imposed by the City on the Eligible Property of the New Enterprise, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, commencing with the Commencement Date and continuing for the Term until the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of The Claiborne are such that the New Enterprise at the Facility has and will promote the economic development of the City and State and has and will supply employment to the citizens of the City and State; that any and all appropriate City authorities have reviewed and approved this Application of The Claiborne and have recommended to the Board that the New Enterprise Exemption requested by The Claiborne in this Application for its New Enterprise should be granted;

(E) Finds that the New Enterprise has and will continue to provide employment and a payroll in the City and that in order to promote the economic development of the City so as to provide additional gainful employment for its citizens, the Board should acknowledge The Claiborne's major contribution and commitment to the economic development of the City by exercising its discretionary authority to grant such New Enterprise Exemption to The Claiborne and that the Board, does, therefore, desire, on behalf of the City, to grant the New Enterprise Exemption to The Claiborne;

(F) Finds that the present and future health, safety, convenience, prosperity, pursuit of happiness and of gainful employment, public interest, and general welfare of the citizens of the City necessitate, as a public purpose, that the City continue to encourage a program of economic development and expansion in order to further both the present and future long-term economic development of the City through the improvement of its tax base by attracting and assisting enterprises providing employment to its citizens, through the approval of exemptions to assist businesses which are deemed necessary or desirable for the economic development and advancement of the City;

(G) Approves conditionally this Application and conditionally grants the New Enterprise Exemption to The Claiborne sought herein for the Term, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Facility Property of the New Enterprise constituting the Eligible Property described in Exhibit VII used in connection with, or necessary to, the operation of the New Enterprise in the City, subject to the appropriate investigation, approval, and certification by the Mississippi Department of Revenue ("**MDOR**");

(H) Finds that Exhibit VII attached hereto contains an itemized listing of the true value of all Eligible Property to be exempted, as required by the Statutes;

(I) Directs that the original and three (3) certified copies of this filed Application and a certified transcript of such conditional approval by the Board of this Application, including a certified transcript of such interim resolution of approval thereof, be forwarded to the Ad Valorem Division of the MDOR within thirty (30) days of the date of the certified transcript of the interim resolution, in order for the MDOR to investigate and determine that the Facility Property is Eligible Property which is eligible for the New Enterprise Exemption under, and should be exempted in accordance with, the Statutes; and that a certified copy of this filed Application and a certified transcript of such approval by the Board of this Application, including such interim resolution of approval thereof, also be forwarded to the Tax Assessor of the County ("**Assessor**");

(J) Declares the intention and agreement of the Board, upon approval of this Application by the MDOR and receipt by the City of the certificate of approval of the MDOR, to enter a final order on its Minutes:

- (i) declaring that the Facility Property is Eligible Property and is exempt under the New Enterprise Exemption and establishing the Commencement Date, Term and Termination Date;
- (ii) actually and finally granting to The Claiborne the New Enterprise Exemption herein applied for by The Claiborne for the New Enterprise;
- (iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such New Enterprise Exemption so granted, beginning with the Commencement Date and continuing for the Term until the Termination Date, including making appropriate notations on the tax rolls so that the Facility Property which is Eligible Property will be treated as provided for in such final order approving this Application and the New Enterprise Exemption and in the Statutes and Intent Resolution;

- (iv) directing the City Clerk ("**Clerk**") to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy of the final order approving this Application with the MDOR and Assessor; and
- (v) directing the Clerk to record the final order approving this Application in the Minutes of the Board in a book kept in the Clerk's office for such purposes; and

(K) Directs the Clerk to record this Application, together with the interim resolution conditionally approving this Application, in the Minutes of the Board in a book kept in the Clerk's office for such purposes.

RESPECTFULLY SUBMITTED, on this the 16th day of May, 2016.

The Claiborne at Adelaide, LLC

By: _____

Robert O. Tatum, Jr.

Its: Managing Member

Prepared by:
Butler | Snow, LLP
Attention: W. Eugene Magee
14th Floor, 1020 Highland Colony Parkway
Ridgeland, MS 39157
Post Office Box 6010
Ridgeland, MS 39158-6010
(601) 985-4507

STATE OF MISSISSIPPI

COUNTY OF Forrest

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Robert O. Tatum, Jr., who, after being first duly sworn by me, on oath states that he is the Managing Member of The Claiborne at Adelaide, LLC and that, for and on behalf of said company, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said company so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.



Robert O. Tatum, Jr.

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office this 16th day of May, 2016.



Notary Public

(NOTARIAL SEAL)



My Commission Expires:
4-2-19

EXHIBIT IV
HCIF Certificate HC-11

Exhibit IV



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
BRENT CHRISTENSEN
EXECUTIVE DIRECTOR

February 21, 2014

Ms. Lisa Odom
The Claiborne at Adelaide, LLC
16 Bellegrass Boulevard
Hattiesburg, Mississippi 39402

Re: Mississippi Health Care Industry Zone Incentive Program, HC-11

Dear Ms. Odom:

On February 20, 2014, the Mississippi Development Authority (MDA) certified The Claiborne at Adelaide, LLC for the Mississippi Health Care Industry Zone Incentive Program. You will find the Health Care Industry Facility certificate enclosed.

Please contact Ashley May at the Mississippi Department of Revenue for more information regarding the Health Care Industry Zone incentives for which The Claiborne at Adelaide is now eligible. Ashley can be reached at ashley.may@dor.ms.gov or 601.923.7195.

In addition, please contact your local tax assessor's office to discuss the property tax exemption that the local units of government can provide at their discretion in conjunction with this program.

If you need further assistance from MDA, please do not hesitate to call me at 601.359.5052.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sally Williams".

Sally Williams
Bureau Manager, Financial Resources Division

Enclosure

cc: Ashley May, Mississippi Department of Revenue
Tray Hairston, Butler Snow

**ORDER OF THE MISSISSIPPI DEVELOPMENT AUTHORITY
DIRECTING THE ISSUANCE TO THE CLAIBORNE AT ADELAIDE, LLC OF A HEALTH
CARE INDUSTRY FACILITY CERTIFICATE**

WHEREAS, this Authority has heard and taken oral and documentary evidence and has made full investigation of the matter and on the basis thereof does hereby find and determine as follows:

The Claiborne at Adelaide, LLC qualifies for assistance under the Mississippi Health Care Industry Zone Act, pursuant to Section 57-117-1, et seq., Mississippi Code of 1972 Annotated, as Amended.

IT IS, THEREFORE, ORDERED AS FOLLOWS:

The Health Care Industry Facility Certificate (the "Certificate") requested by the Claiborne at Adelaide, LLC (the "Company") is hereby granted and issued in the following form and conditions:

HEALTH CARE INDUSTRY FACILITY CERTIFICATE: HC-11

ESTIMATED JOB CREATION COMMITMENT: 32

ESTIMATED INVESTMENT COMMITMENT: \$12,816,535

ELIGIBLE SITE – LOCATION:

1980 South Montgomery Street
Starkville, Mississippi 39759

DATE OF CERTIFICATE: February 20, 2014

This Certificate is hereby approved subject to the approved application and representations made by the Company therein.

The thresholds established in this Certificate shall remain constant for the duration of the project.

It is understood the Company has 60 months from the date of this Certificate to meet its job creation commitment of at least **twenty-five** jobs and such job figures must be confirmed by the Mississippi Development Authority or make a minimum capital investment of ten million dollars within 24 months from the date of certification.



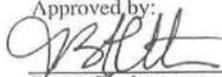
Approved by:

Brent Christensen
Executive Director

EXHIBIT VII

Eligible Property of the Facility and New Enterprise of The Claiborne at Adelaide, LLC

Real Property:

Land – See Exhibits VII-A(1) & (2) attached	\$ 452,592.19
Building:	
General Contractor – See Exhibit VII-B(1) attached	6,674,578.10
Owner Purchased Materials – See Exhibit VII-B(2) attached	<u>2,889,166.17</u>

Total Real Property \$10,016,336.46

Personal Property:

See Exhibit VII-C attached:	
Furniture	196,723.00
Appliances	77,201.00
Kitchen	81,898.00
Computers, Equipment and Other	<u>201,683.00</u>

Total Personal Property 557,505.00

Total Eligible Property & Facility Property \$10,573,841.46

Exhibit VII-A(1)

LEGAL DESCRIPTION

PARCEL 1 (Fee Parcel):

Commencing at a found nail at the Southeast corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North a distance of 4594.31 feet; thence West a distance of 56.91 feet to a point on the West right of way of a road known as South Montgomery Street said point being the Point of Beginning of the herein described tract; thence North 89 degrees 56 minutes 38 seconds West a distance of 367.52 feet; thence North 45 degrees 43 minutes 19 seconds West a distance of 353.82 feet; thence North 44 degrees 16 minutes 41 seconds East a distance of 346.75 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.94 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 380.10 feet to a point on the West right of way of said South Montgomery Street; thence along said West right of way, South 00 degrees 08 minutes 35 seconds West a distance of 536.58 feet to the Point of Beginning, containing 6.017 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

TOGETHER WITH an appurtenant easement for the benefit of Parcel 1 over and across the parcel of land known as the Alley, more particularly described below as Parcel 2, by virtue of that certain Temporary Construction and Permanent Access Easement Agreement by and between Ramsey Partners, L.P. and The Claiborne at Adelaide, LLC dated August 27, 2014 and filed of record September 2, 2014 in Book 2014 at Page 5771, subject to the terms and conditions contained therein:

PARCEL 2 (Alley):

Commencing at a found nail at the Southeast corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North a distance of 5130.90 feet; thence West a distance of 55.57 feet to the Point of Beginning of the herein described tract; thence North 00 degrees 08 minutes 35 seconds East a distance of 24.00 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 404.19 feet; thence South 00 degrees 01 minutes 17 seconds West a distance of 51.98 feet; thence along a curve to the right with an arc length of 6.18 feet, a radius of 8.00 feet, a chord bearing of South 22 degrees 08 minutes 59 seconds West, and a chord length of 6.03 feet; thence South 44 degrees 16 minutes 41 seconds West a distance of 333.66 feet; thence South 45 degrees 43 minutes 19 seconds East a distance of 24.00 feet; thence North 44 degrees 16 minutes 41 seconds East a distance of 346.75 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 40.94 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 380.10 feet to the Point of Beginning, containing 0.43 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

AND ALSO an appurtenant easement for the benefit of Parcel 1 over and across the parcel of land known as the South Road, more particularly described below as Parcel 3, by virtue of that certain Temporary Construction and Permanent Access Easement Agreement by and between Ramsey Partners, L.P. and The Claiborne at Adelaide, LLC dated August 27, 2014 and filed of record September 2, 2014 in Book 2014 at Page 5779, subject to the terms and conditions contained therein:

PARCEL 3 (South Road):

Commence at a found nail at the Southeast Corner of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi; thence North 00 degrees 00 minutes 00 seconds East a distance of 4594.31 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 56.91 feet to the Point of Beginning for the herein described tract; thence North 89 degrees 56 minutes 38 seconds West a distance of 367.52 feet; thence North 45 degrees 43 minutes 19 seconds West a distance of 392.92 feet; thence South 44 degrees 16 minutes 48 seconds West a distance of 57.69 feet; thence South 45 degrees 43 minutes 12 seconds East a distance of 416.63 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 390.69 feet; thence North 00 degrees 08 minutes 35 seconds East a distance of 57.50 feet to the point of beginning, containing 1.04 acres, more or less, and lying in the Northeast Quarter of Section 22, Township 18 North, Range 14 East, Oktibbeha County, Mississippi.

13. DISCUSSION AND CONSIDERATION OF SETTING OF HALLOWEEN TRICK OR TREAT HOURS.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to set the hours for trick or treating of 5:30 pm to 8:00 pm on October 31, 2016, the Board voted as follows:

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

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

14. STARKVILLE - OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES.

Alderman Perkins asked that this item be placed on the agenda for informational purposed. The husband of Mrs. Anne Strickland, a City School Board appointment, has accepted a position in Florida per the local press. Alderman asked the Mayor in this public meeting, for the sake of constituents who are wondering, if there is currently a vacancy on the School Board. Mayor Wiseman had no knowledge of any vacancies or resignations.

15. UPDATE BY CHIEF R. FRANK NICHOLS ON THE RENOVATION OF THE STARKVILLE POLICE DEPARTMENT.

Chief Nichols presented photos of the progress of the renovation of the Police Department. Corporal Lovelady is at the site twice a day on most days. The Chief inspects the progress once to twice a week and meets often with the contractor. Construction is on schedule.

16. DISCUSSION AND CONSIDERATION OF ALDERMEN TRAVEL TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE'S 2017 MID-WINTER CONFERENCE IN JACKSON MISSISSIPPI CONFERENCE SCHEDULED FOR JANUARY 10-12, 2017 WHICH WILL BE AT THE HILTON HOTEL IN JACKSON, MS, WITH ADVANCED PAYMENT OF TRAVEL AND REGISTRATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the travel to attend the Mississippi Municipal League's 2017 Mid-Winter Conference in Jackson Mississippi, scheduled for January 10-12, 2017, which will be at the Hilton hotel in Jackson, MS; with advanced payment of travel and registration at an estimated cost of \$526.84 per Alderman, the Board voted as follows:

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

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

17. DISCUSSION AND CONSIDERATION OF THE GEORGIA INSTITUTE OF TECHNOLOGY COMPLETING A TRANSPORTATION SURVEY PERTAINING TO SIDEWALKS IN STARKVILLE.

Upon the motion of Alderman Walker, duly seconded by Alderman Wynn, to approve the Georgia Institute of Technology completing a transportation survey pertaining to sidewalks in Starkville without any cost to the City and no contact, the Board voted as follows:

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

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

The data will be collected through an online survey and consists of the following:

- Demographic and geographic identifiers
- Perceptions of the current walking environment
- Desires for improvements that focus on pedestrian safety issues, sidewalk connectivity to important destinations, physical sidewalk conditions for those with mobility limitations, or walking environment comfort
- Opinions of how funds for sidewalk improvements should be distributed geographically
- Preferences for funding sources to pay for sidewalk repairs

18. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2017 FROSTBITE HALF MARATHON WITH IN-KIND SERVICES PROVIDED BY THE CITY AND WITH THE CONDITION THAT PROOF OF INSURANCE BE PROVIDED.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the Special Events request for the 2017 Frostbite Half Marathon to be held Saturday, January 28, 2017 with in-kind services in the approximate amount of \$2,750.00 and proof of insurance to be provided no later than January 16, 2017, the Board voted as follows:

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

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

19. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE OCTOBER 30, 2016 LIVING LIFE IN PINK EVENT WITH IN-KIND SERVICES TO BE PROVIDED BY THE CITY.

Upon the motion of Alderman Walker, duly seconded by Alderman Carver, to approve the Special Events request for the 2016 Living Life in Pink event with in-kind services of approximately \$600.00 to

be held on Sunday, October 30, 2016, the Board voted as follows:

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

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

20. CONSIDERATION OF REQUEST FP 16-12 FOR FINAL PLAT APPROVAL FOR A THREE LOT SUBDIVISION OF A 9.59 ACRE PARCEL ON THE SOUTHEAST CORNER OF THE INTERSECTION OF LYNN LANE AND LOUISVILLE STREET IN A C-2 ZONE WITH THE PARENT PARCEL NUMBER 02J-00-113.00.

Alderman Carver offered a motion to approve request FP 16-12 for Final Plat approval with conditions for a three lot subdivision on the southeast corner of the intersection of Lynn Lane and Louisville Street in a C-2 zone with the parent parcel number 02J-00-113.00, with the condition that the sidewalk be completed within forty five (45) days. Alderman Wynn seconded the motion and the Board voted as follows:

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

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

21. CONSIDERATION OF THE REQUEST PP 16-10 FOR PRELIMINARY PLAT APPROVAL FOR A FIVE LOT SUBDIVISION OF A 32.13 ACRE PARCEL ON THE SOUTH SIDE OF LYNN LANE AND THE NORTH SIDE OF ACADEMY ROAD DIRECTLY NORTH AND EAST OF STARKVILLE ACADEMY IN AN C-2 ZONE WITH THE PARENT PARCEL NUMBER 102I-00-013.00

Alderman Carver offered a motion to approve request PP 16-10 for Preliminary Plat approval for a five lot subdivision of a 32.13 acre parcel on the south side of Lynn Lane and the north side of Academy Road directly north and east of Starkville Academy in an C-2 zone with the parent parcel number 102I-00-013.00 with the recommended conditions:

1. Any sidewalks not completed by the time of Final Plat consideration, shall be required to have a bond of 150% of the estimated cost of construction in place prior to consideration.
2. A letter from the Applicant to the City Engineer addressing the handling of all future stormwater requirements (lot by lot detention or regional detention) shall be accepted prior to Final Plat approval. If the lot-by-lot approach is selected, the applicant understands and will communicate to all future lot owners that mitigation of excess stormwater will be required no matter the lot size. If a regional approach is selected, the applicant will be required to provide the engineering calculations and construction plans for the facility as a part of the infrastructure drawings.

Alderman Wynn seconded the motion and the Board voted as follows:

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

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

22. REQUEST APPROVAL TO ADD WOMACK STREET AND A PORTION OF SEVILLE PLACE TO THE 2016 STREET IMPROVEMENT LIST WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 5 AND WARD 6 DISCRETIONARY FUNDS.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Wynn, to add Womack Street and a portion of Seville Place to the 2016 Street Improvement list with the funding for this project to come from Ward 5 and Ward 6 discretionary funds, the Board voted as follows:

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

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

23. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF OCTOBER 12, 2016 FOR FISCAL YEAR ENDING 9/30/17.

Upon the motion of Alderman Wynn to move approval of the City of Starkville Claims Docket for all departments as of October 12, 2016 for fiscal year ending 9/30/17, duly seconded by Alderman Walker, the Board voted as follows:

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

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

General Fund	001	\$ 220,129.30
Restricted Police Fund	002	547.28
Airport Fund	015	59,129.44
Restricted Airport	016	490,809.46
Sanitation	022	180,937.25

Landfill	023	2,072.15
Computer Assessments	107	6,644.15
Police Bldg Renovation Bond	135	344,228.92
Park and Rec Tourism	375	1,311.25
Sub Total Before Stk Utilities	Sub	\$1,305,809.20
Utilities Dept.	SED	1,471,848.07
Total Claims	Total	\$2,777,657.27

24. CONSIDERATION OF THE APPROVAL OF SEPTEMBER FINANCIAL STATEMENT.

Upon the motion of Alderman Carver to approve the September 2016 financial statements as presented, duly seconded by Alderman Wynn, the Board voted as follows:

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

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

25. REQUEST APPROVAL TO ALLOW SFD TO ACCEPT THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT FOR A RESCUE RESPONSE TRAILER FOR \$24,893.78.

Upon the motion of Alderman Wynn to accept the Firehouse Subs Public Safety Foundation Grant for a Rescue Response Trailer for \$24,893.78, duly seconded by Alderman Carver, the Board voted as follows:

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

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

26. REQUEST AUTHORIZATION TO ALLOW JMCM CONSULTING TO WRITE AND DEVELOP FEMA GRANTS FOR THE SFD. IF THE GRANT IS APPROVED, THE SFD WOULD OWE JMCM CONSULTING 5% OF THE FUNDED AMOUNT FOR PROJECT ADMINISTRATION.

Alderman Carver offered a motion, duly seconded by Alderman Wynn, to enter into an agreement with JMCM Consulting to write and develop FEMA grants for the SFD. If the grant is approved, the SFD would owe JMCM Consulting 5% of the funded amount for project administration. Aldermen asked that the administrative fees of 5% be included in grant applications. The Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Lisa Wynn Voted: Yea

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

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

27. REPORT FROM THE RECREATION AND NATIONAL PARKS ASSOCIATION CONFERENCE, AND UPCOMING EVENTS.

Herman Peters presented highlights of the recent Recreation and National Parks Association Conference held in St. Louis, MO. The focus of the conference was in offering programs to handicap persons without altering programs in ways that prevent other participants. Discussion followed as to future ADA transitional improvements.

Mr. Peters noted Trunk or Treat will be held at the Sportsplex October 24 at 5:45 and will feature a Super Hero theme.

28. REQUEST APPROVAL TO HIRE MATTHEW ADDY AS THE FULL TIME TEMPORARY HELP DESK ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT.

Alderman Carver offered a motion to hire Matthew Addy as the full time temporary Help Desk Administrator in the Information Technology Department at \$21.64 per hour during the time Eddie Rodrick is deployed with the military. Alderman Wynn offered a second to the motion and the Board voted as follows:

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

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

29. DISCUSSION AND CONSIDERATION TO ALLOW OFFICER TIMOTHY CHISM AND OFFICER KADEN ADAMS TO TRAVEL TO VICKSBURG, MS TO ATTEND THE SEMI-ANNUAL STORM CONFERENCE NOVEMBER 1 – 3, WITH ADVANCE TRAVEL, WHICH WILL BE 100% REIMBURSABLE THROUGH THE FY17 DUI GRANT.

Alderman Wynn offered a motion to allow Officer Timothy Chism and Officer Kaden Adams to travel to Vicksburg MS, November 1- November 3, 2016, as outlined in the FY17 DUI Grant to the Semi-Annual STORM Conference with advance travel, which is 100% reimbursable through the FY 17 DUI Grant. Alderman Carver offered a second to the motion and the Board voted as follows:

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

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

30. DISCUSSION AND CONSIDERATION TO ALLOW ONE POLICE OFFICER TO BE ASSIGNED TO THE FBI JOINT TERRORISM TASK FORCE AT THE DISCRETION OF THE POLICE CHIEF.

Alderman Carver offered a motion to authorize one Police Officer to be assigned to the FBI Joint Terrorism Task Force at the discretion of the Police Chief. The Officer salary is to be paid by Starkville Police Department with any overtime to be paid by Federal Bureau of Investigations not to exceed \$17,500.00. Alderman Wynn offered a second to the motion and the Board voted as follows:

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

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

JOINT TERRORISM TASK FORCE

STANDARD MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

STARKVILLE, MISSISSIPPI POLICE DEPARTMENT
(the "Participating Agency")

PREAMBLE

The policy of the United States with regard to domestic and international terrorism is to deter, defeat, and respond vigorously to all terrorist attacks on our territory and against our citizens, or facilities. Within the United States, the Department of Justice, acting through the Federal Bureau of Investigation (FBI), is the lead agency domestically for the counterterrorism effort.

In order to ensure that there is a robust capability to deter, defeat, and respond vigorously to terrorism in the U.S. or against any U.S. interest, the FBI recognizes the need for all federal, state, local, and tribal agencies that are involved in fighting terrorism to coordinate and share information and resources. To that end, the FBI believes that the creation of the FBI National Joint Terrorism Task Force (NJTTF) and Joint Terrorism Task Forces (JTTFs) embodies the objectives of the U.S. policy on counterterrorism as set forth in Presidential Directives.

FBI policy for the NJTTF and JTTFs is to provide a vehicle to facilitate sharing FBI information with the intelligence and law enforcement communities to protect the United States against threats to our national security, including international terrorism, and thereby improve the effectiveness of law enforcement, consistent with the protection of classified or otherwise sensitive intelligence and law enforcement information, including sources and methods. All NJTTF and JTTF operational and investigative activity, including the collection, retention and dissemination of personal information, will be conducted in a manner that protects and preserves the constitutional rights and civil liberties of all persons in the United States.

This Memorandum of Understanding (MOU) shall serve to establish the parameters for the detail of employees (Detailees or members) from the Participating Agency to the FBI-led JTTFs in selected locations around the United States.

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I. PURPOSE

- A. The purpose of this MOU is to outline the mission of the JTTF, and to formalize the relationship between the FBI and the Participating Agency, in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations.
- B. The MOU specifically represents the agreement between the FBI and the Participating Agency, which will govern the process by which employees of the Participating Agency are detailed to work with the FBI as part of the JTTF.
- C. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

II. MISSION

The mission of the JTTF is to leverage the collective resources of the member agencies for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF members.

III. AUTHORITY

Pursuant to 28 U.S.C. § 533, 28 C.F.R. § 0.85, Executive Order 12333, as amended, National Security Presidential Directive (NSPD) 46/ Homeland Security Presidential Directive (HSPD) 15 and Annex II thereto, the FBI is authorized to coordinate an intelligence, investigative, and operational response to terrorism. By virtue of that same authority, the FBI formed JTTFs composed of other federal, state, local, and tribal law enforcement agencies acting in support of the above listed statutory and regulatory provisions.

[Participating agencies may include applicable authority for entering into this MOU.]

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IV. CONTROLLING DOCUMENTS

- A. Since the JTTF operates under the authority of the Attorney General of the United States, all JTTF participants must adhere to applicable Attorney General's Guidelines and directives, to include the following, as amended or supplemented:
1. Attorney General's Guidelines for Domestic FBI Operations;
 2. Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations;
 3. Attorney General's Guidelines Regarding Prompt Handling of Reports of Possible Criminal Activity Involving Foreign Intelligence Sources;
 4. Attorney General Memorandum dated March 6, 2002, titled "Intelligence Sharing Procedures for Foreign Intelligence and Foreign Counterintelligence Investigations Conducted by the FBI";
 5. Attorney General's Guidelines Regarding the Use of Confidential Informants;
 6. Attorney General's Guidelines on the Development and Operation of FBI Criminal Informants and Cooperative Witnesses in Extraterritorial Jurisdictions;
 7. Attorney General's Guidelines Regarding Disclosure to the Director of Central Intelligence and Homeland Security Officials of Foreign Intelligence Acquired in the Course of a Criminal Investigation; and
 8. Memorandum from the Deputy Attorney General and the FBI Director re: Field Guidance on Intelligence Sharing Procedures for [Foreign Intelligence] and [Foreign Counterintelligence] Investigations (December 24, 2002).
- B. All guidance on investigative matters handled by the JTTF will be issued by the Attorney General and the FBI. The FBI will provide copies of the above-listed guidelines and any other applicable policies for reference and review to all JTTF members. Notwithstanding the above, this MOU does not alter or abrogate existing directives or policies regarding the conduct of investigations or the use of special investigative techniques or controlled informants. The FBI agrees to conduct periodic briefings of the member agencies of the JTTF pursuant to all legal requirements and FBI policies.

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V. STRUCTURE AND MANAGEMENT OF THE TASK FORCE

A. MEMBERS

1. Each JTTF shall consist of a combined body of sworn and non-sworn personnel from the FBI and each Participating Agency. This MOU shall apply to Participating Agencies that join the JTTF subsequent to execution of this agreement.

B. PROGRAM MANAGEMENT, DIRECTION, AND SUPERVISION

1. In order to comply with Presidential Directives, the policy and program management of the JTTFs is the responsibility of FBI Headquarters (FBIHQ). The overall commander of each individual JTTF will be the Special Agent in Charge (SAC) or Assistant Director in Charge (ADIC), if assigned, of the FBI's local Field Division. The operational chain of command beginning at the highest level, in each FBI Field Division will be as follows: ADIC if assigned, SAC, Assistant Special Agent in Charge (ASAC), and Supervisory Special Agent [JTTF Supervisor].
2. Each FBI ADIC/SAC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the Division's JTTF(s). Operational activities will be supervised by FBI JTTF Supervisors. Staffing issues are the responsibility of the FBI chain of command.
3. All investigations opened and conducted by the JTTF must be conducted in conformance with FBI policy, to include the above stated Controlling Documents. Each FBI ADIC/SAC, through his or her chain-of-command, will ensure that all investigations are properly documented on FBI forms in accordance with FBI rules and regulations. Any operational problems will be resolved at the field office level. Any problems not resolved at the field office level will be submitted to each agency's headquarters for resolution.
4. Each Participating Agency representative will report to his or her respective agency for personnel administrative matters. Each Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to JTTF's. As discussed later herein at Paragraph XI, the FBI and the Participating Agency may provide for overtime reimbursement by the FBI by separate written agreement.

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5. Each JTTF member will be subject to the personnel rules, regulations, laws, and policies applicable to employees of his or her respective agency and also will adhere to the FBI's ethical standards and will be subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice. Where there is a conflict between the standards or requirements of the Participating Agency and the FBI, the standard or requirement that provides the greatest organizational protection or benefit will apply, unless the organizations jointly resolve the conflict otherwise.
6. JTTF members are subject to removal from the JTTF by the FBI for violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, or other applicable agreements, rules, and regulations.
7. The FBI maintains oversight and review responsibility of the JTTFs. In the event of an FBI inquiry into JTTF activities by an investigative or administrative body, including but not limited to, the FBI's Office of Professional Responsibility or the FBI's Inspection Division, each Participating Agency representative to the JTTF may be subject to interview by the FBI.

C. PHYSICAL LOCATION AND SUPPORT:

1. The FBI will provide office space for all JTTF members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment. Participating agencies may bring office equipment or furniture into FBI space with the approval of the FBI JTTF Supervisor and in compliance with FBI regulations.
2. The introduction of office equipment and furniture into FBI space by Participating Agencies is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.

VI. SECURITY PROGRAM

A. CLEARANCES

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1. State, local, and tribal members of the JTTFs, as well as appropriate supervisory personnel responsible for these individuals, must apply for and receive a Top Secret/Sensitive Compartmented Information (TS/SCI) Security Clearance granted by the FBI. JTTF members from other federal agencies must obtain a Top Secret/SCI clearance from their agency and have this information passed to the FBI. No one will have access to sensitive or classified documents or materials or FBI space without a valid security clearance and the necessary "need-to-know." Pursuant to the provisions of Section 1.2 of Executive Order 12968, Detailees are required to have signed a nondisclosure agreement approved by the FBI's Security Division. Pursuant to federal law, JTTF members are strictly forbidden from disclosing any classified information to individuals who do not possess the appropriate security clearance and the need to know.
2. All JTTF management personnel must ensure that each participating JTTF officer or agent undertakes all necessary steps to obtain a TS/SCI clearance. Conversion of FBI counterterrorism and JTTF spaces to Sensitive Compartmented Information Facilities (SCIFs) is underway. This will require that all JTTF task force officers enhance their clearances to TS/SCI (SI, TK, Gamma, HCS-P).
3. Federal agency task force officers should contact their Security Officers and request and obtain the following SCI Clearances: SI, TK, Gamma, and HCS-P. If the parent agency refuses or is unable to provide the appropriate clearances, the FBI will request the task force officer's security file. If provided, the FBI will adjudicate SCI clearances. This action may involve a prohibitively long process and should be avoided.
4. Each Participating Agency fully understands that its personnel detailed to the JTTF are not permitted to discuss official JTTF business with supervisors who are not members of the JTTF unless the supervisor possesses the appropriate security clearance and the dissemination or discussion is specifically approved by the FBI JTTF Supervisor. Participating Agency heads will be briefed regarding JTTF matters by the SAC or ADIC, as appropriate, through established JTTF Executive Board meetings.
5. In accordance with the Director of Central Intelligence Directive (DCID) 6/4, entitled Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI), the FBI will implement protocols to ensure Special Agent (SA) and Task Force Officers (TFO) assigned to Joint Terrorism Task Forces (JTTF) in the field

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and the National Joint Terrorism Task Force (NJTTF) at FBI Headquarters - Liberty Crossing 1, are in compliance with stated directive. In order to comply with DCID 6/4, all JTTF personnel, including FBI and non-FBI JTTF members and contractors who perform functions requiring access to FBI classified data networks and space, will be given counter-intelligence focused polygraphs. The FBI will recognize polygraph examinations conducted by outside federal agencies that meet the FBI's PSPP requirement. The FBI will make the final determination whether a polygraph examination meets the PSPP requirements.

6. All JTTF members must agree to submit to counter-intelligence focused polygraphs as part of the process for obtaining and retaining a Top Secret Security Clearance.

B. RESTRICTIONS ON ELECTRONIC EQUIPMENT

Personally owned Portable Electronic Devices (PEDs) including, but not limited to, personal digital assistants, Blackberry devices, cellular telephones, and two-way pagers are prohibited in FBI space unless properly approved. No personally owned electronic devices are permitted to operate within SCIFs as outlined in DCI Directive 6/9 and existing Bureau policy. All other non-FBI owned information technology and systems (such as computers, printers, fax machines, copiers, PEDs, cameras, and media including diskettes, CDs, tapes) require FBI approval prior to introduction, operation, connection, or removal from FBI spaces to include SCIFs. Additionally, if approved by the FBI Security Officer, these systems must operate in compliance with the FBI's policies, guidelines, and procedures.

VII. DEPUTATION

Non-federal members of the JTTF who are subject to a background inquiry and are sworn law enforcement officers will be federally deputized while detailed to the JTTF. The FBI will secure the required authorization for their deputation. Deputation of these individuals will ensure that they are able to assist fully in investigations in compliance with applicable federal statutes. On occasion, investigations may be conducted outside of the JTTF's assigned territory. Deputation will allow non-federal members of the JTTF to exercise federal law enforcement authority throughout the United States.

Under the terms of this MOU, all Participating Agencies agree that non-sworn personnel detailed to the JTTF will not: (1) participate in law enforcement activities, (2) carry a weapon; or (3) participate in the execution of search/arrest warrants.

VIII. STAFFING COMMITMENT

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- A. In view of the need for security clearances and continuity of investigators, all personnel detailed to the JTTF should be expected to be detailed for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain a member of the JTTF. All non-FBI members of the JTTF must adhere to the same rules and regulations as FBI employees with regard to conduct and activities while in FBI space, while operating FBI vehicles, and while conducting JTTF business. All Task Force members detailed from other federal agencies are responsible for maintaining an appropriate case load, as directed by JTTF management.
- B. All investigators detailed to the JTTF will be designated either full-time or part-time. The operational needs of the JTTF require that any assignments to special details, or duties outside of the JTTF to full-time JTTF members be coordinated with the FBI JTTF Supervisor. Though each JTTF member will report to his or her respective Participating Agency for personnel matters, he or she will coordinate leave with the JTTF's FBI JTTF Supervisor.
- C. During periods of heightened threats and emergencies, the JTTFs may be expected to operate 24 hours per day, seven days per week, for extended periods of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. Accordingly, during these periods, each Participating Agency member will be expected to be available to support JTTF activities.

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IX. RECORDS, REPORTS AND INFORMATION SHARING

- A. All JTTF materials and investigative records, including any Memorandum of Understanding, originate with, belong to, and will be maintained by the FBI. All investigative reports will be prepared by JTTF personnel solely on FBI forms. All information generated by the FBI or the JTTF will be controlled solely by the FBI and may not be removed from FBI space without the approval of the JTTF Supervisor. Dissemination, access or other use of JTTF records will be in accordance with Federal law, Executive Orders, and Department of Justice and FBI regulations and policy, including the dissemination and information sharing provisions of the FBI Intelligence Policy Manual. As FBI records, they may be disclosed only with FBI permission and only in conformance with the provisions of federal laws and regulations, including the Freedom of Information Act, 5 U.S.C. Section 552, and the Privacy Act of 1974, 5 U.S.C. Section 552a, as well as applicable civil and criminal discovery privileges. This policy includes any disclosure of FBI information, including JTTF materials and investigative records, to employees and officials of a Participating Agency who are not members of a JTTF, which must be approved by the JTTF supervisor. All electronic records and information, including, but not limited to, systems, databases and media, are also regulated by FBI policy. JTTF members may request approval to disseminate FBI information from the JTTF Supervisor.
- B. Each Participating Agency agrees to have its Detailees to the JTTF execute an FD-868, or a similar form approved by the FBI. This action obligates the Detailee, who is accepting a position of special trust in being granted access to classified and otherwise sensitive information as part of the JTTF, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- C. The participation of other federal, state, local, and tribal partners on the JTTF is critical to the long-term success of the endeavor. Articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all task force members will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.

X. COORDINATION

- A. The Participating Agency agrees to not knowingly act unilaterally on any matter affecting the JTTF without first coordinating with the FBI. The parties agree that matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the

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Participating Agency. Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTF's.

- B. JTTF criminal investigative procedures will conform to the requirements for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

XI. FUNDING

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years. The FBI and the Participating Agency may enter into a separate agreement to reimburse the Participating Agency for approved overtime expenses.

XII. TRAVEL

All JTTF-related travel of non-FBI personnel requires the approval of the appropriate JTTF Supervisor and Participating Agency authorization prior to travel. In order to avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTF's. For domestic travel, each agency member will be responsible for appropriate notifications within his or her own agency, as well as standard FBI travel approvals and notification. The FBI will obtain FBIHQ authorization and country clearances for all JTTF members who are required to travel outside the United States. As noted above, the appropriate security clearance must be obtained prior to any international travel. The FBI will pay costs for travel of all members of the JTTF's to conduct investigations outside of the JTTF's assigned territory.

XIII. VEHICLES AND EQUIPMENT

- A. In furtherance of this MOU, employees of the Participating Agency may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI vehicles must

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only be used for official JTTF business and only in accordance with applicable FBI rules and regulations.

- B. *[non-Federal entities only]* Any civil liability arising from the use of an FBI owned or leased vehicle by a Participating Agency task force member while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by a Participating Agency JTTF member which is outside of the scope of his or her official duties and assignments under this MOU.
- C. For official inventory purposes, all JTTF equipment including badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will be produced by each JTTF member upon request. At the completion of the member's assignment on the JTTF, or upon withdrawal or termination of the Participating Agency from the JTTF, all equipment will be returned to the supplying agency.

XIV. FORFEITURE

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with JTTF operations, as provided by these rules and regulations. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the U.S. Department of Justice and the FBI. Forfeitures attributable to JTTF investigations may be distributed among the Participating Agencies in JTTF-related operations at the discretion of the FBI.

XV. HUMAN SOURCES

- A. All human sources developed through the JTTF will be handled in accordance with the Attorney General's and the FBI's guidelines, policies and procedures.
- B. All human sources developed during the course of any JTTF investigation shall be operated with all appropriate FBI suitability paperwork completed prior to use. All source debriefings or written products of information obtained from any human source will use FBI document format and handling procedures.

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- C. The FBI, as permitted by federal law, agrees to pay reasonable and necessary human source expenses incurred by the JTTF. All expenses must be approved by the FBI before they are incurred. No payments may be made to JTTF human sources without prior FBI approval.

XVI. MEDICAL

A. All Participating Agencies will ensure that detailed JTTF members are medically qualified according to their agencies' standards to perform law enforcement duties, functions and responsibilities.

B. To ensure protection for purposes of the Federal Employees' Compensation Act (FECA), JTTF members should be detailed to the FBI consistent with the provisions of the Intergovernmental Personnel Act (IPA), 5 U.S.C. § 3374(d). This Act stipulates that "[a] State or local government employee who is given an appointment in a Federal agency for the period of the assignment or who is on detail to a Federal agency and who suffers disability or dies as a result of personal injury sustained while in the performance of his duty during the assignment shall be treated . . . as though he were an employee as defined by section 8101 of this title who has sustained the injury in the performance of duty." Other provisions of federal law may extend FECA benefits in more limited circumstances. The Department of Labor's Office of Workers' Compensation Programs is charged with making FECA coverage determinations and is available to provide guidance concerning specific circumstances.

XVII. TRAINING

All JTTF members are required to attend FBI legal training in compliance with FBI regulations and any other training deemed necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of any training required of its own employees detailed to the JTTF.

XVIII. DEADLY FORCE AND SHOOTING INCIDENT POLICIES

Members of the JTTF will follow their own agency's policy concerning use of deadly force.

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XIX. DEPARTMENT OF DEFENSE COMPONENTS

The Posse Comitatus Act, 18 U.S.C. 1385, prohibits the Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including but not limited to Department of Defense Directives 5525.5, and 3025.15, Chapter 18 of Title 10 of the United States Code dealing with military support for civilian law enforcement agencies and any other or subsequent rules, regulations, and laws that may address this topic or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

XX. MEDIA

All media releases will be mutually agreed upon and jointly handled by the member Participating Agencies of the appropriate JTF. Press releases will conform to DOJ Guidelines regarding press releases. No press release will be issued without prior FBI approval.

XXI. LIABILITY

The Participating Agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the JTF remains vested with his or her employing agency. However, the Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

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A. COMMON LAW TORT CLAIMS

1. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671 - 2680.
2. Notwithstanding the provisions contained in Article XIII of this MOU, for the limited purpose of defending civil claims arising out of JTTF activity, a state, local, or tribal law enforcement officer who has been federally deputized and who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
3. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suit on any tort claim arising out of the incident.
4. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).
5. Liability for any negligent or willful acts of JTTF members undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

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B. CONSTITUTIONAL CLAIMS

1. Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
2. Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts. "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).
3. If a Participating Agency JTTF officer is named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the course of the JTTF, the officer may request representation by DOJ. 28 C.F.R. § 50.15, 50.16.
4. An employee may be provided representation "when the actions for which representation is requested reasonably appears to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).
5. A JTTF member's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).
6. If a JTTF member is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).

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7. Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this Article shall be deemed to create any legal right on the part of any JTTF personnel.

C. EXPRESS RESERVATIONS

1. Nothing in this Article shall be deemed to create an employment relationship between the FBI or the United States and any Participating Agency JTTF member other than for exclusive purposes of the FTCA, as outlined herein.
2. The participating agencies do not waive any available defenses and/or limitations on liability. No Participating Agency shall be considered to be an agent of any other Participating Agency.

XXII. DURATION

- A. The term of the MOU shall be an indefinite period. The MOU may be terminated at will by any party, provided written notice is provided to the other parties of not less than sixty (60) days. Upon termination of the MOU, all equipment will be returned to the supplying agency(ies). It is understood that the termination of this agreement by any one of the Participating Agencies will have no effect on the agreement between the FBI and all other participating agencies.
- B. Notwithstanding this provision, the provisions of Paragraph IX, entitled RECORDS, REPORTS AND INFORMATION SHARING, and Paragraph XXI, entitled LIABILITY, will continue until all potential liabilities have lapsed. Similarly, the inherent disclaimer limitation contained in the EXPRESS RESERVATION provision will survive any termination.

XXIII. AMENDMENTS

This agreement in no manner affects any existing MOUs or agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

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SIGNATORIES:

Chief of Police
Starkville, Mississippi Police Department

Date: _____

Special Agent in Charge
Jackson Division
Federal Bureau of Investigation

Date: _____

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31. DISCUSSION AND CONSIDERATION TO ALLOW DETECTIVE KENLEY REAVES TO GO TO SPRINGDALE, AR, FOR THE PURPOSE OF INTERVIEW AND INTERROGATION TRAINING, OCTOBER 31-NOVEMBER 4, 2016, AT THE TOTAL COST OF \$1687.55.

Alderman Wynn offered a motion to approve the Police Department send Detective Kenley Reaves to go to Springdale AR, for the purpose of Criminal Interview and Interrogation Training, November 1-4, 2016, at the total cost, with advance travel, of \$1,687.55. Alderman Carver offered a second to the motion and the Board voted as follows:

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

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

32. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE QUOTE FROM SOLE SOURCE OVIVO FOR REPLACEMENT PARTS AND LABOR FOR ONE OF THE WATER DIVISION'S THREE CLARIFIERS, WHICH HAS FAILED, AT A COST OF \$12,101.00.

Alderman Vaughn offered a motion for Starkville Utilities to accept the quote from sole source Ovivo for replacement parts and labor for one of the Water Division's clarifiers. There are normally three clarifiers operational and due to an unexpected failure in one of the units, the City is currently operating with only two. This needs to be corrected in a timely manner to avoid excess stress on the two operating clarifiers. The total for parts and repair will be \$12,101.00. Alderman Wynn offered a second to the motion and the Board voted as follows:

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

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

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

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

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

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

The Board entered closed session.

34. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING POTENTIAL LITIGATION AGAINST LANDOWNERS IN CONTINUOUS VIOLATION OF CITY BUILDING CODES.

Alderman Vaughn offered a motion to enter Executive Session for the purpose of discussing potential litigation against landowners in continuous violation of City building codes on a finding that the proposed topic qualified for Executive Session. Following a second by Alderman Walker, the Board voted as follows to enter Executive Session:

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

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing potential litigation against landowners in continuous violation of City building codes on a finding that the proposed topic qualified for Executive Session.

At this time the Board entered Executive Session.

35. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, to return to Open Session, the Board voted as follows:

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

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

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

36. A MOTION TO ADJOURN UNTIL NOVEMBER 1, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Vaughn, for the Board of Aldermen to adjourn the meeting until November 1, 2016 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2016.

Attest:

PARKER WISEMAN, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)