

**MINUTES OF THE REGULAR MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN**

**The City of Starkville, Mississippi  
June 5, 2012**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 5, 2012 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Sandra Sistrunk, Ben Carver, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and Acting City Clerk Emma Gibson-Gandy.

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

**REQUESTED REVISIONS TO THE OFFICIAL AGENDA**

**Alderman Roy A'. Perkins** requested the following changes to the June 5, 2012 Official Agenda.

**Remove the following items from the Consent Agenda:**

**X-G:** Consideration of advertising for bids for a 2 year contract for mowing of University Oddfellows Cemetery, Martin Luther King, Jr. Drive/Highway 182 Oddfellows Cemetery and Brush Arbor Cemetery.

**XI-D-1:** Request Approval to advertise for bids for Source of Supply from July 1, 2012 through December 31, 2012.

**XI-D-2:** Request approval for emergency repair of Terex Digger Truck in an amount not to exceed \$25,000.00.

**XI-E-1:** Request consideration of the bids for the Greta Lane and Collier Road Improvement Project, accepting the low bidder and authorization for the Mayor to execute a contract with the approved contractor.

**XI-E-2:** Request consideration of the bids for the Northside Drive Drainage Improvement Project, accepting the low bidder and authorization for the Mayor to execute a contract with the approved contractor.

**XI-E-3:** Request consideration of the bids for the 2012 Street Improvement Project accepting the low bidder and authorization for the Mayor to execute a contract with the approved contractor.

**XI-E-4:** Request Consideration of the Quotes for the University Drive Traffic Calming Construction Improvements, accepting the low quote and authorization for the Mayor to execute a contract with the approved contractor.

**XI-E-5:** Request approval to hire Jace Carlock as an Independent Contractor to perform Construction Inspector Duties in connection with the 2012 Capital Improvement Program.

**XI-F-2:** Request consideration of the approval of the City of Starkville claims docket for all departments except the Fire Department as of May 31, 2012.

**XI-F-3:** Request approval of the second Budget Amendment for the Fiscal Year 2012 Budget.

**XI-J-1:** Request authorization to purchase a Ford Police Interceptor Sedan from Gray-Daniels Ford, Brandon, MS, under State Contract #070-12-21233-0 from the Drug Education Fund line item #002-251-740-570 at an estimated price of \$23,500.00 (twenty-three thousand, five hundred dollars).

**XI-K-1:** Request approval for James Welch to utilize consecutive annual leave days until his official PERS Retirement date of June 30<sup>th</sup>, 2012.

**XI-K-2:** Request approval to insert our Annual Drinking Water Consumer Confidence Report into the June utility bills.

**Alderman Jeremiah Dumas** requested the following changes to the June 5, 2012 Official Agenda.

**Remove the following items from the Agenda:**

**IV-A:** Request approval of the Minutes from the Recess Meeting of April 3, 2012, of the City of Starkville Board of Aldermen.

**IV-B:** Request approval of the Minutes from the Recess Meeting of May 1, 2012, of the City of Starkville Board of Aldermen.

**IV-C:** Request approval of the minutes of the recess meeting of May 15, 2012, of the the City of Starkville Board of Aldermen.

**Alderman Eric Parker** requested the following changes to the June 5, 2012 Official Agenda.

**Remove the following item from the Agenda:**

**X-C:** Consideration of the adoption of a Revised Fee Schedule Resolution for the Building Department to conform with the adoption of the 2012 ICC Code and the 2011 NEC Code.

**Alderman Sandra Sistrunk** requested the following changes to the June 5, 2012 Official Agenda.

**Add the following item to the Agenda:**

**XIV-D:** Consideration of developing criteria's to determine the selection and interview process of candidates for the position of City Clerk.

1.

**A MOTION TO APPROVE  
THE OFFICIAL AGENDA AS REVISED**

There came for consideration the matter of approving and adopting the June 5, 2012 Official Agenda of the Regular Meeting of the Mayor and Board of Alderman. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, to approve the June 5, 2012 Official Agenda as revised, the Board unanimously voted to approve the motion.

**OFFICIAL AGENDA  
THE MAYOR AND BOARD OF ALDERMEN  
OF THE  
CITY OF STARKVILLE, MISSISSIPPI  
REGULAR MEETING OF TUESDAY, JUNE 5, 2012  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET**

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

*\*\*\*\*\*ITEMS SHOWN IN ITALICS WITH AN ASTERISK HAVE BEEN ADDED, ~~DELETED~~ OR  
MODIFIED FROM THE ORIGINAL AGENDA.*

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**
  - A. APPROVAL OF THE CONSENT AGENDA
- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**
  - A. REQUEST APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF APRIL 3, 2012, OF THE CITY OF STARKVILLE BOARD OF ALDERMEN.
  - B. REQUEST APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF MAY 1, 2012, OF THE CITY OF STARKVILLE BOARD OF ALDERMEN.

- C. REQUEST APPROVAL OF THE MINUTES OF THE RECESS MEETING OF MAY 15, 2012, OF THE CITY OF STARKVILLE BOARD OF ALDERMEN.

V. **ANNOUNCEMENTS AND COMMENTS**

- A. MAYOR'S COMMENTS:
- B. BOARD OF ALDERMEN COMMENTS:

ANNOUNCEMENT OF THE EMPLOYEE(S) OF THE MONTH BY ALDERMAN COREY:

**JASON HORNER** – STARKVILLE ELECTRIC DEPARTMENT

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

- A. APPEARANCE BY DR. CHARLES SCARBOROUGH REGARDING THE PROPOSED SIDEWALK ORDINANCE DEVELOPMENT DISTRICT.

VIII. **PUBLIC HEARING**

- A. THIRD PUBLIC HEARING ON AMENDING THE SIDEWALK ORDINANCE 2011-01 AND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III, TO CREATE A SIDEWALK DEVELOPMENT DISTRICT MANDATING SIDEWALKS IN CERTAIN AREAS OF THE CITY, ADOPTING A SIDEWALK DEVELOPMENT AREA MAP AND EXEMPTING OTHERS FROM SIDEWALK REQUIREMENTS AND OTHER RELATED MATTERS.
- B. SECOND PUBLIC HEARING ON REPEALING THE 2003 ICC CODE AND THE 2002 NATIONAL ELECTRIC CODE (NEC) AS ORDINANCE 2005-04 AND REPLACING THEM WITH THE 2012 ICC CODES AND THE 2011 NATIONAL ELECTRIC CODE AND AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES CHAPTER 26. ARTICLES I-VI.
- C. SECOND PUBLIC HEARING ON THE REDISTRICTING PLAN FOR THE CITY OF STARKVILLE PRESENTED BY GTPDD.

IX. **MAYOR'S BUSINESS**

- A. CONSIDERATION OF A RESOLUTION AUTHORIZING THE LEASE OF PUBLIC BUILDINGS AND RELATED FACILITIES; APPROVING OTHER DOCUMENTS RELATING TO THE LEASE; AND AUTHORIZING CERTAIN ACTION BY OFFICIALS OF THE MUNICIPALITY.
- B. CONSIDERATION OF AN AIA B141-1997 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT.

X. **BOARD BUSINESS**

- A. CONSIDERATION OF AMENDING THE SIDEWALK ORDINANCE 2011-01 AND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III, TO CREATE A SIDEWALK DEVELOPMENT DISTRICT MANDATING SIDEWALKS IN CERTAIN AREAS OF THE CITY AND EXEMPTING OTHERS

FROM SIDEWALK REQUIREMENTS AND OTHER RELATED MATTERS.

- B. CONSIDERATION OF REPEALING THE 2003 ICC CODE AND THE 2002 NATIONAL ELECTRIC CODE (NEC) AS ORDINANCE 2005-04 AND REPLACING THEM WITH THE 2012 ICC CODES AND THE 2011 NATIONAL ELECTRIC CODE AND AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES CHAPTER 26. ARTICLES I-VI.
- C. CONSIDERATION OF THE ADOPTION OF A REVISED FEE SCHEDULE RESOLUTION FOR THE BUILDING DEPARTMENT TO CONFORM WITH THE ADOPTION OF THE 2012 ICC CODE AND THE 2011 NEC CODE.
- D. CONSIDERATION OF APPROVING THE TRAVEL OF THE BOARD OF ALDERMEN AND THE MAYOR TO THE SUMMER MML CONFERENCE IN BILOXI, MS, FROM JUNE 24-27, 2012 AT COST NOT TO EXCEED.
- E. CONSIDERATION OF MAKING APPOINTMENTS TO THE HISTORIC PRESERVATION COMMISSION, THE BOARD OF ADJUSTMENTS AND APPEALS AND THE PARK COMMISSION.
- F. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON AMENDING THE ZONING ORDINANCE AND THE CITY OF STARKVILLE CODE OF ORDINANCES, APPENDIX A- ZONING, ARTICLE 1, SEC.E.5. TO INCLUDE EXEMPTIONS FOR NON-CONFORMING RESIDENTIAL REBUILDING REQUIREMENTS.

### G. CONSIDERATION OF ADVERTISING FOR BIDS FOR A 2 YEAR CONTRACT FOR MOWING OF UNIVERSITY ODDFELLOW CEMETERY, MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 ODDFELLOW CEMETERY AND BRUSH ARBOR CEMETERY.

\*\*\*\*\* H. *REQUEST APPROVAL OF AN EMERGENCY PURCHASE OF AN AIR CONDITIONING COMPRESSOR FOR THE CITY HALL COURTROOM IN AN AMOUNT NOT TO EXCEED \$3,500.00.*

## **XI. DEPARTMENT BUSINESS**

- A. AIRPORT

*THERE ARE NO ITEMS FOR THIS AGENDA*

- B. BUILDING, CODES AND PLANNING DEPARTMENT

1. CONSIDERATION TO APPROVE P&Z ITEM #EX 12-01: A REQUEST BY FIRST UNITED METHODIST CHURCH TO ALLOW A PLACE OF WORSHIP IN A T5 ZONING DISTRICT LOCATED AT 100 WEST LAMPKIN STREET IN WARD 7.
2. CONSIDERATION TO APPROVE P&Z ITEM #RZ 12-03: A REQUEST FOR A PUBLIC HEARING FOR THE APPEAL OF A REZONING REQUEST FROM C-2 (GENERAL BUSINESS) TO R-5 (MULTI-FAMILY, HIGH-DENSITY) FOR PROPERTY LOCATED ON THE SOUTH SIDE OF LYNN LANE, APPROXIMATELY 1,000 FEET WEST OF SOUTH MONTGOMERY STREET IN WARD 3.

- C. COURTS

*THERE ARE NO ITEMS FOR THIS AGENDA*

D. ELECTRIC DEPARTMENT

### 1. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR SOURCE OF SUPPLY FROM JULY 1, 2012 THROUGH DECEMBER 31, 2012.

### 2. REQUEST APPROVAL FOR EMERGENCY REPAIR OF TEREX DIGGER TRUCK IN AN AMOUNT NOT TO EXCEED \$25,000.00.

E. ENGINEERING AND STREETS

### 1. REQUEST CONSIDERATION OF THE BIDS FOR THE GRETA LANE AND COLLIER ROAD IMPROVEMENT PROJECT, ACCEPTING THE LOW BIDDER AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR.

### 2. REQUEST CONSIDERATION OF THE BIDS FOR THE NORTHSIDE DRIVE DRAINAGE IMPROVEMENT PROJECT, ACCEPTING THE LOW BIDDER AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR.

### 3. REQUEST CONSIDERATION OF THE BIDS FOR THE 2012 STREET IMPROVEMENT PROJECT, ACCEPTING THE LOW BIDDER AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR.

### 4. REQUEST CONSIDERATION OF THE QUOTES FOR THE UNIVERSITY DRIVE TRAFFIC CALMING CONSTRUCTION IMPROVEMENTS, ACCEPTING THE LOW QUOTE AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR.

### 5. REQUEST APPROVAL TO HIRE JACE CARLOCK AS AN INDEPENDENT CONTRACTOR TO PERFORM CONSTRUCTION INSPECTOR DUTIES IN CONNECTION WITH THE 2012 CAPITAL IMPROVEMENT PROGRAM.

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF MAY 31, 2012.

### 2. REQUEST CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF MAY 31, 2012.

### 3. REQUEST APPROVAL OF THE SECOND BUDGET AMENDMENT FOR THE FISCAL YEAR 2012 BUDGET.

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. INFORMATION TECHNOLOGY

*THERE ARE NO ITEMS FOR THIS AGENDA*

I. PERSONNEL

1. REQUEST APPROVAL TO ADVERTISE FOR MAINTENANCE WORKER 1 POSITION IN THE PUBLIC SERVICES DEPARTMENT.
2. REQUEST APPROVAL TO ADVERTISE FOR THE VACANT POSITION OF STAFF SUPPORT TECHNICIAN LEVEL 3.
3. REQUEST APPROVAL TO ADVERTISE FOR A LABORER IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST APPROVAL TO HIRE SARA MCHANN AS A TEMPORARY OFFICE MANAGER IN THE BUILDING, CODES AND PLANNING DEPARTMENT.

J. POLICE DEPARTMENT

### 1. REQUEST AUTHORIZATION TO PURCHASE A FORD POLICE INTERCEPTOR SEDAN FROM GRAY-DANIELS FORD, BRANDON, MISSISSIPPI, UNDER STATE CONTRACT #070-12-21233-0 FROM THE DRUG EDUCATION FUND LINE ITEM #002-251-740-570 AT AN ESTIMATED PRICE OF \$23,500.00 (TWENTY-THREE THOUSAND, FIVE HUNDRED DOLLARS).

K. PUBLIC SERVICES

### 1. REQUEST APPROVAL FOR JAMES WELCH TO UTILIZE CONSECUTIVE ANNUAL LEAVE DAYS UNTIL HIS OFFICIAL PERS RETIREMENT DATE OF JUNE 30<sup>TH</sup>, 2012.

### 2. REQUEST APPROVAL TO INSERT OUR ANNUAL DRINKING WATER CONSUMER CONFIDENCE REPORT INTO THE JUNE UTILITY BILLS.

L. SANITATION DEPARTMENT

\*\*\*\*\* 1. REQUEST AUTHORIZATION TO SELL AS SURPLUS THREE (3) REFUSE TRUCKS AND FORTY (40) CONTAINERS FOR SCRAP.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

- A. PENDING LITIGATION
- B. POTENTIAL LITIGATION
- C. PROPERTY ACQUISITION

**XV. OPEN SESSION**

**XVI. RECESS UNTIL JUNE 19, 2012 @ 5:30 AT 101 LAMPKIN STREET IN THE CITY HALL COURTROOM.**

*The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Bob Hall, at (662) 323-2525, ext. 132 at least forty-eight (48) hours in advance for any services requested.*

**APPENDIX A**

**PROPOSED CONSENT AGENDA**

**IX. MAYOR'S BUSINESS – NO ITEMS**

**X. BOARD BUSINESS**

- G. CONSIDERATION OF ADVERTISING FOR BIDS FOR A 2 YEAR CONTRACT FOR MOWING OF UNIVERSITY ODDFELLOW CEMETERY, MARTIN LUTHER KING, JR./HIGHWAY 182 ODDFELLOW CEMETERY AND BRUSH ARBOR CEMETERY.

**XI. DEPARTMENT BUSINESS**

A. AIRPORT –NO ITEMS

B. BUILDING DEPARTMENT – NO ITEMS

C. COURTS – NO ITEMS

D. ELECTRIC DEPARTMENT

1. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR SOURCE OF SUPPLY FROM JULY 1, 2012 THROUGH DECEMBER 31, 2012.
2. REQUEST APPROVAL FOR EMERGENCY REPAIR OF TEREX DIGGER TRUCK IN AN AMOUNT NOT TO EXCEED \$25,000.00.

E. ENGINEERING AND STREETS

1. REQUEST CONSIDERATION OF THE BIDS FOR THE GRETA LANE AND COLLIER ROAD IMPROVEMENT PROJECT, ACCEPTING THE LOW BIDDER AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR.
2. REQUEST CONSIDERATION OF THE BIDS FOR THE NORTHSIDE DRIVE DRAINAGE IMPROVEMENT PROJECT, ACCEPTING THE LOW BIDDER AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR.
3. REQUEST CONSIDERATION OF THE BIDS FOR THE 2012 STREET IMPROVEMENT PROJECT, ACCEPTING THE LOW BIDDER AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR.
4. REQUEST CONSIDERATION OF THE QUOTES FOR THE UNIVERSITY DRIVE TRAFFIC CALMING CONSTRUCTION IMPROVEMENTS, ACCEPTING THE LOW QUOTE AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH THE APPROVED CONTRACTOR.
5. REQUEST APPROVAL TO HIRE JACE CARLOCK AS AN INDEPENDENT CONTRACTOR TO PERFORM CONSTRUCTION INSPECTOR DUTIES IN CONNECTION WITH THE 2012 CAPITAL IMPROVEMENT PROGRAM.

F. FINANCE AND ADMINISTRATION

1. REQUEST CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE REMAINING DEPARTMENTS AS OF MAY 31, 2012.
  3. REQUEST APPROVAL OF THE SECOND BUDGET AMENDMENT FOR THE FISCAL YEAR 2012 BUDGET.
- G. FIRE DEPARTMENT - NO ITEMS
- H. INFORMATION TECHNOLOGY – NO ITEMS
- I. PERSONNEL – NO ITEMS
- J. POLICE DEPARTMENT
1. REQUEST AUTHORIZATION TO PURCHASE A FORD POLICE INTERCEPTOR SEDAN FROM GRAY-DANIELS FORD, BRANDON, MISSISSIPPI, UNDER STATE CONTRACT #070-12-21233-0 FROM THE DRUG EDUCATION FUND LINE ITEM #002-251-740-570 AT AN ESTIMATED PRICE OF \$23,500.00 (TWENTY-THREE THOUSAND, FIVE HUNDRED DOLLARS).
- K. PUBLIC SERVICES
1. REQUEST APPROVAL FOR JAMES WELCH TO UTILIZE CONSECUTIVE ANNUAL LEAVE DAYS UNTIL HIS OFFICIAL PERS RETIREMENT DATE OF JUNE 30<sup>TH</sup>, 2012.
  2. REQUEST APPROVAL TO INSERT OUR ANNUAL DRINKING WATER CONSUMER CONFIDENCE REPORT INTO THE JUNE UTILITY BILLS.
- L. SANITATION DEPARTMENT – NO ITEMS

### **MAYOR’S COMMENTS**

**Mayor Parker Wiseman** reminded the public of the upcoming Grant Celebration Ceremony for the recipients of the Healthy Hometown Grant on Saturday, June 9, 2012 at 9:00 a.m. This event will be held at the Starkville Community Market and each recipient will give a presentation on their progress and how their organizations will impact the community.

### **BOARD COMMENTS**

**Alderman Richard Corey** introduced the Employee of the Month: **Jason Horner**, System Engineer for the Electric Department.

**Alderman Henry Vaughn** addressed the Board concerning the CDB Grant in relation to the Carver Drive ditch. Alderman Vaughn stated —Justice is not being served, the things that we’re doing are not justice. We were elected to serve the whole City of Starkville not just your certain picks.”

**CITIZEN COMMENTS**

**Alvin Turner Ward 7** addressed the Board stating —you have to treat people the way you want to be treated. You can't have picks and chooses; that is not Leadership". He also expressed his concern about the condition of the Carver Drive ditch and the residences in that area.

Several residents of Ward 6 and 7 expressed their concerns about their current living conditions as a result of the storm water runoff from the Carver Drive ditch. Those addressing the Board were: **Ms. Margaret Mason, Ms. Diane Fox, Ms. Monica Bush, Ms. Louise Williams, Ms. Brenda Boyd, Ms. Vanessa Williams and Ms. Dorothy Isaac.**

**Ms. Gloria Bagwell-Roland** of the Steering Committee thanked the Board for their support during the Starkville 175 Year Birthday Celebration.

**Ms. Nancy Walsh, Ward 3,** urged the Board to move forward with lease proposal for the new City Hall and the renovation of the new Police Department.

**Mr. Christopher Taylor, Ward 7,** addressed the Board with the following issues (1) ask the Starkville School Board to change the date of their Board meeting so the members of the Board of Aldermen and the public can attend both meetings (2) Who will be the Chairman of the City's Budget Committee. Mr. Taylor thanked the Board for the new Splash Pad and commended the City work force for the excellent work of clearing the site in preparation for the new splash pad.

**PUBLIC APPERANCE**

**Dr. Charlie Scarborough** addressed the Board concerning his property located on Spruill Industrial Road.

**PUBLIC HEARING**

**Alderman Jeremiah Dumas introduced the proposed Sidewalk Ordinance.**

**The Mayor** opened the Floor for comments from the Citizens. He devoted 15 minutes to those in favor of amending the Sidewalk Ordinance, and 15 minutes to those opposing for an aggregate of 30 minutes.

<b>FOR ORDINANCE</b>	<b>AGAINST ORDINANCE</b>	<b>NEITHER FOR/OR AGAINST ORDINANCE</b>
	Mr. Alvin Turner	
	Mr. Christopher Taylor	

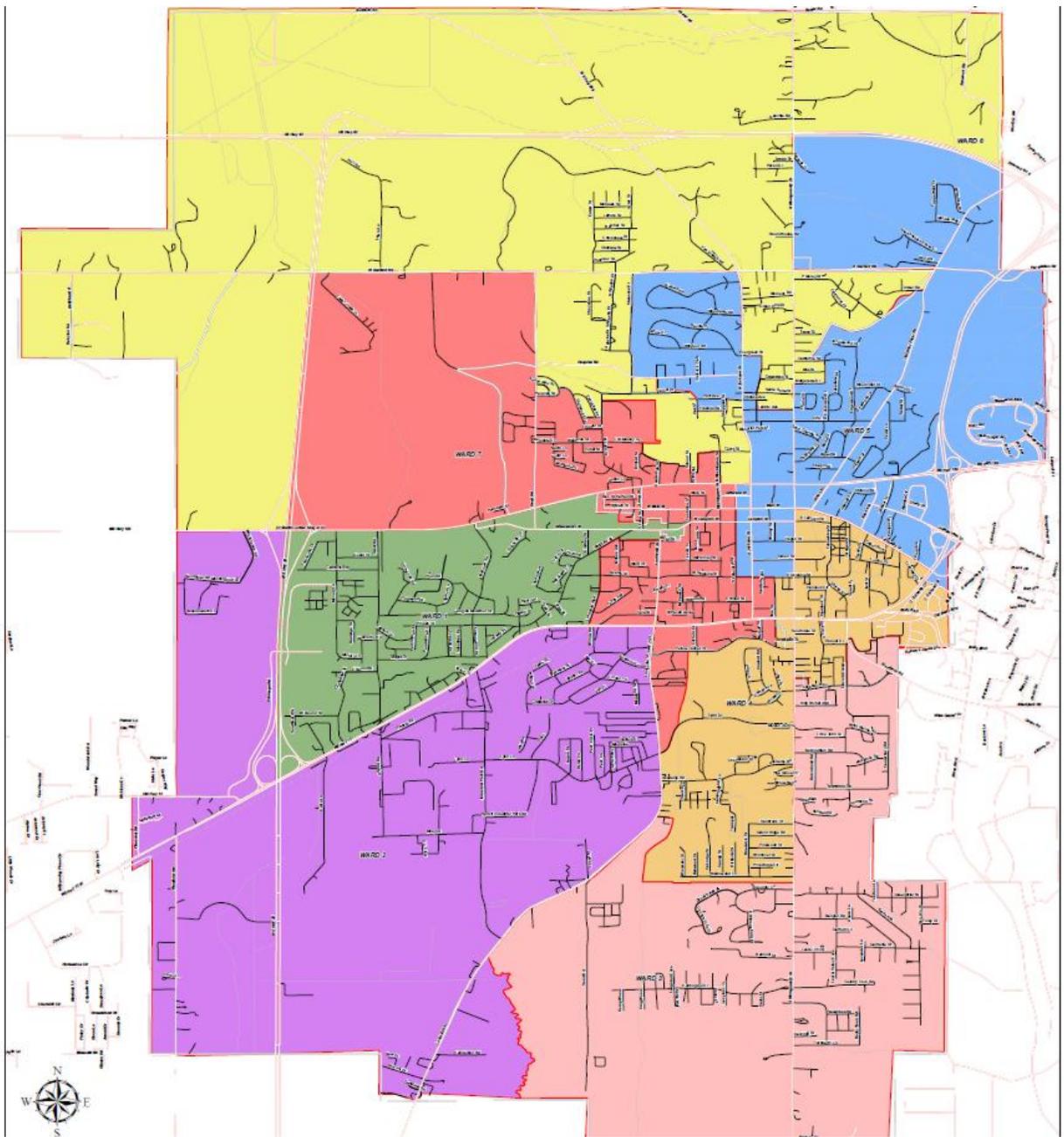
**The Mayor** closed the citizens comment portion of the Public Hearing and asked the Board for further comments or questions. Having no further comments by the Board, the Mayor closed the Public Hearing.

**Mayor Parker Wiseman introduced the proposed 2012 ICC Code and the 2011 National Electric Code Ordinance.**

**The Mayor** opened the floor for comments from the citizens. He devoted 15 minutes to those in favor of repealing and replacing the existing code with the 2012 ICC Code and the 2011 National Electric Code Ordinance, and 15 minutes to those opposing for an aggregate of 30 minutes.

**The Mayor** having no citizen speak for or against the proposed Ordinance closed the citizen comment portion of the Public Hearing and asked the Board for further comments or questions. Having no further comments by the Board, the Mayor closed the Public Hearing.

**Mayor Parker Wiseman introduced Mr. Toby Sanford, GTPDD, to present the Redistricting Plans for the City of Starkville.**



## CITY OF STARKVILLE WARD DISTRICTS

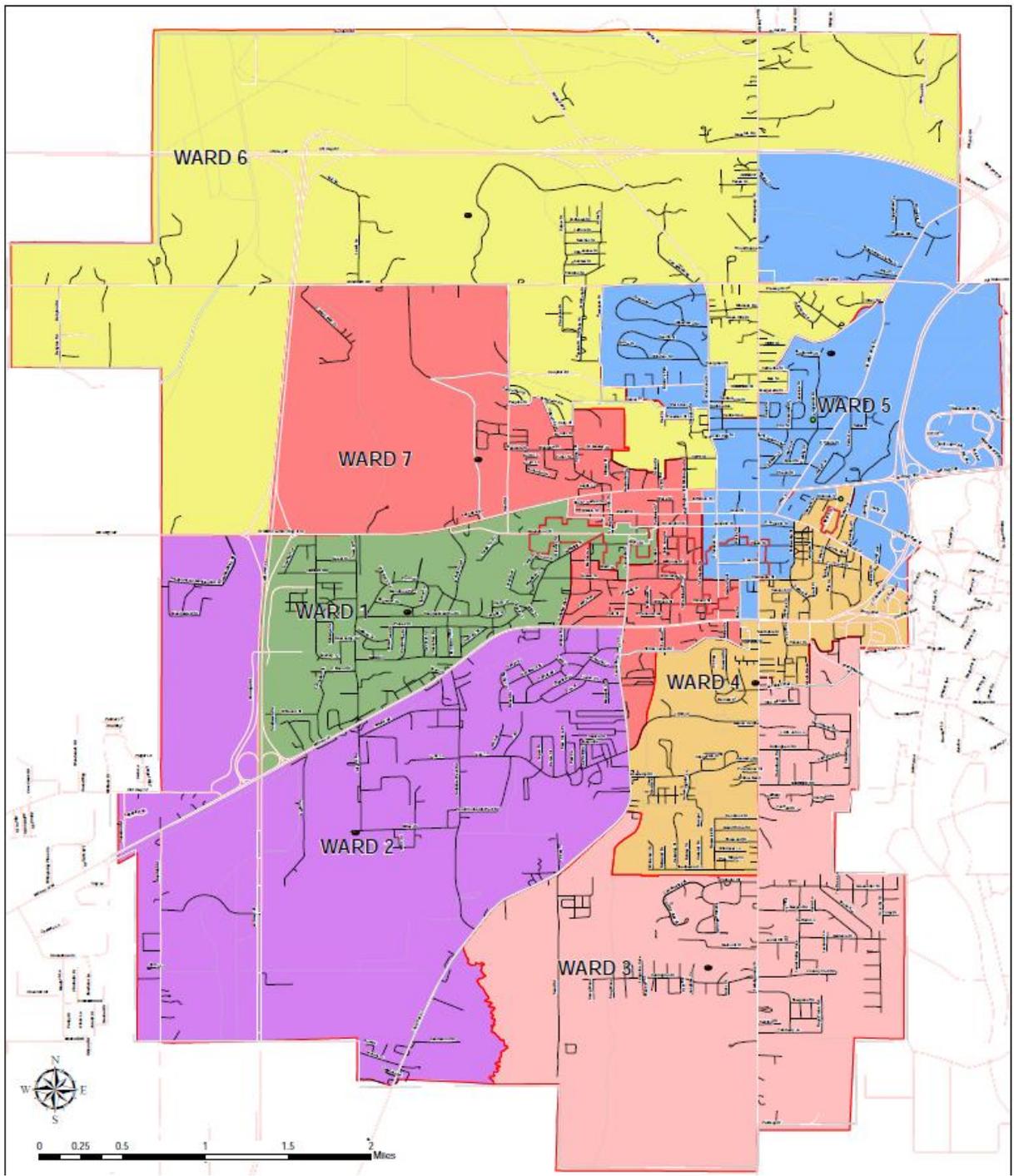
BENCHMARK 2012

DIST	TOTAL POPULATION										VOTING AGE POPULATION													
	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	NEW	TOTIS	%	WHITIS	%	BLKIS	%	OTRIS	%	NON-WIS	%	NEW
1	5,123	3,413	1,710	50.12	3,598	70.2	1,282	25.0	243	4.7	1,525	29.8	25.1	4,223	82.43	3,063	72.5	996	23.6	164	3.9	1,160	27.5	22.1
2	2,707	3,413	-706	-20.68	1,197	44.2	1,365	50.4	145	5.4	1,510	55.8	51.9	2,120	78.32	1,053	49.7	962	45.4	105	5.0	1,067	50.3	47.5
3	4,514	3,413	1,101	32.28	3,388	75.1	852	18.9	274	6.1	1,126	24.9	30.1	3,517	77.91	2,810	79.9	519	14.8	188	5.3	707	20.1	25.9
4	3,039	3,413	-374	-10.95	2,440	80.3	416	13.7	183	6.0	599	19.7	16.4	2,917	95.99	2,384	81.7	367	12.6	166	5.7	533	18.3	15.2
5	2,831	3,413	-582	-17.04	2,007	70.9	509	18.0	315	11.1	824	29.1	22.4	2,344	82.80	1,711	73.0	379	16.2	254	10.8	633	27.0	20.1
6	2,764	3,413	-649	-19.01	790	28.6	1,894	68.5	80	2.9	1,974	71.4	68.8	2,061	74.57	673	32.7	1,332	64.6	56	2.7	1,388	67.3	64.6
7	2,910	3,413	-503	-14.73	826	28.4	1,956	67.2	128	4.4	2,084	71.6	70.0	2,214	76.08	739	33.4	1,383	62.5	92	4.2	1,475	66.6	64.7
<b>Total</b>	<b>23,888</b>	<b>34,130</b>	<b>-9,242</b>	<b>-26.80</b>	<b>14,246</b>	<b>59.6</b>	<b>8,274</b>	<b>34.6</b>	<b>1,368</b>	<b>5.7</b>	<b>9,642</b>	<b>40.4</b>	<b>40.4</b>	<b>19,396</b>	<b>81.20</b>	<b>12,433</b>	<b>64.1</b>	<b>5,938</b>	<b>30.6</b>	<b>1,025</b>	<b>5.3</b>	<b>6,963</b>	<b>35.9</b>	<b>35.9</b>

\*In probability theory and statistics, the variance is a measure of how far a set of numbers is spread out. It is one of several descriptors of a probability distribution, describing how far the numbers lie from the mean (expected value).

NEW (Proposed) PLAN 3

DIST	TOTAL POPULATION										VOTING AGE POPULATION													
	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	OLD	TOTIS	%	WHITIS	%	BLKIS	%	OTRIS	%	NON-WIS	%	OLD
1	3,535	3,413	122	3.59	2,646	74.9	692	19.6	197	5.6	889	25.1	29.8	2,844	80.45	2,216	77.9	506	17.8	122	4.3	628	22.1	27.5
2	3,384	3,413	-29	-0.84	1,629	48.1	1,594	47.1	161	4.8	1,755	51.9	55.8	2,739	80.94	1,439	52.5	1,181	43.1	119	4.3	1,300	47.5	50.3
3	3,296	3,413	-117	-3.42	2,303	69.9	709	21.5	284	8.6	993	30.1	24.9	2,529	76.73	1,874	74.1	446	17.6	209	8.3	655	25.9	20.1
4	3,481	3,413	68	2.01	2,910	83.6	417	12.0	154	4.4	571	16.4	19.7	3,220	92.50	2,730	84.8	359	11.1	131	4.1	490	15.2	18.3
5	3,480	3,413	67	1.98	2,700	77.6	449	12.9	331	9.5	780	22.4	29.1	2,972	85.40	2,375	79.9	329	11.1	268	9.0	597	20.1	27.0
6	3,309	3,413	-104	-3.03	1,034	31.2	2,137	64.6	138	4.2	2,275	68.8	71.4	2,519	76.13	891	35.4	1,524	60.5	104	4.1	1,628	64.6	67.3
7	3,403	3,413	-10	-0.28	1,021	30.0	2,276	66.9	106	3.1	2,382	70.0	71.6	2,573	75.61	908	35.3	1,593	61.9	72	2.8	1,665	64.7	66.6
<b>Total</b>	<b>23,888</b>	<b>34,130</b>	<b>-9,242</b>	<b>-26.80</b>	<b>14,243</b>	<b>59.6</b>	<b>8,274</b>	<b>34.6</b>	<b>1,371</b>	<b>5.7</b>	<b>9,645</b>	<b>40.4</b>	<b>40.4</b>	<b>19,396</b>	<b>81.20</b>	<b>12,433</b>	<b>64.1</b>	<b>5,938</b>	<b>30.6</b>	<b>1,025</b>	<b>5.3</b>	<b>6,963</b>	<b>35.9</b>	<b>35.9</b>



## CITY OF STARKVILLE WARD DISTRICTS

BENCHMARK 2012

DIST	TOTAL POPULATION										VOTING AGE POPULATION													
	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	NEW	TOTIS	%	WHITIS	%	BLKIS	%	OTRIS	%	NON-WIS	%	NEW
1	5,123	3,413	1,710	50.12	3,598	70.2	1,282	25.0	243	4.7	1,525	29.8	24.9	4,223	82.43	3,063	72.5	996	23.6	164	3.9	1,160	27.5	21.9
2	2,707	3,413	-706	-20.68	1,197	44.2	1,365	50.4	145	5.4	1,510	55.8	51.9	2,120	78.32	1,053	49.7	962	45.4	105	5.0	1,067	50.3	47.5
3	4,514	3,413	1,101	32.28	3,388	75.1	852	18.9	274	6.1	1,126	24.9	30.1	3,517	77.91	2,810	79.9	519	14.8	188	5.3	707	20.1	25.9
4	3,039	3,413	-374	-10.95	2,440	80.3	416	13.7	183	6.0	599	19.7	16.2	2,917	95.99	2,384	81.7	367	12.6	166	5.7	533	18.3	15.2
5	2,831	3,413	-582	-17.04	2,007	70.9	509	18.0	315	11.1	824	29.1	22.7	2,344	82.80	1,711	73.0	379	16.2	254	10.8	633	27.0	20.2
6	2,764	3,413	-649	-19.01	790	28.6	1,894	68.5	80	2.9	1,974	71.4	68.8	2,061	74.57	673	32.7	1,332	64.6	56	2.7	1,388	67.3	64.6
7	2,910	3,413	-503	-14.73	826	28.4	1,956	67.2	128	4.4	2,084	71.6	71.0	2,214	76.08	739	33.4	1,383	62.5	92	4.2	1,475	66.6	65.7
<b>Total</b>	<b>23,888</b>	<b>3,413</b>	<b>Max Var</b>	<b>70.80</b>	<b>14,246</b>	<b>59.6</b>	<b>8,274</b>	<b>34.6</b>	<b>1,368</b>	<b>5.7</b>	<b>9,642</b>	<b>40.4</b>	<b>40.4</b>	<b>19,396</b>	<b>81.20</b>	<b>12,433</b>	<b>64.1</b>	<b>5,938</b>	<b>30.6</b>	<b>1,025</b>	<b>5.3</b>	<b>6,963</b>	<b>35.9</b>	<b>35.9</b>

\*In probability theory and statistics, the variance is a measure of how far a set of numbers is spread out. It is one of several descriptors of a probability distribution, describing how far the numbers lie from the mean (expected value).

NEW (Proposed) PLAN 4

DIST	TOTAL POPULATION										VOTING AGE POPULATION													
	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	OLD	TOTIS	%	WHITIS	%	BLKIS	%	OTRIS	%	NON-WIS	%	OLD
1	3,589	3,413	176	5.17	2,697	75.1	695	19.4	197	5.5	892	24.9	29.8	2,893	80.61	2,258	78.1	508	17.6	127	4.4	635	21.9	27.5
2	3,384	3,413	-29	-0.84	1,629	48.1	1,594	47.1	161	4.8	1,755	51.9	55.8	2,739	80.94	1,439	52.5	1,181	43.1	119	4.3	1,300	47.5	50.3
3	3,296	3,413	-117	-3.42	2,303	69.9	709	21.5	284	8.6	993	30.1	24.9	2,529	76.73	1,874	74.1	446	17.6	209	8.3	655	25.9	20.1
4	3,543	3,413	130	3.82	2,969	83.8	420	11.9	154	4.3	574	16.2	19.7	3,278	92.52	2,781	84.8	365	11.1	132	4.0	497	15.2	18.3
5	3,418	3,413	5	0.16	2,641	77.3	446	13.0	331	9.7	777	22.7	29.1	2,914	85.25	2,324	79.8	323	11.1	267	9.2	590	20.2	27.0
6	3,309	3,413	-104	-3.03	1,034	31.2	2,137	64.6	138	4.2	2,275	68.8	71.4	2,519	76.13	891	35.4	1,524	60.5	104	4.1	1,628	64.6	67.3
7	3,349	3,413	-64	-1.86	970	29.0	2,273	67.9	106	3.2	2,379	71.0	71.6	2,524	75.37	866	34.3	1,591	63.0	67	2.7	1,658	65.7	66.6
<b>Total</b>	<b>23,888</b>	<b>3,413</b>	<b>Max Var</b>	<b>8.59</b>	<b>14,243</b>	<b>59.6</b>	<b>8,274</b>	<b>34.6</b>	<b>1,371</b>	<b>5.7</b>	<b>9,645</b>	<b>40.4</b>	<b>40.4</b>	<b>19,396</b>	<b>81.20</b>	<b>12,433</b>	<b>64.1</b>	<b>5,938</b>	<b>30.6</b>	<b>1,025</b>	<b>5.3</b>	<b>6,963</b>	<b>35.9</b>	<b>35.9</b>

Citizens giving comments concerning the Redistricting Plans were: **Ms. Dorothy Isaac, Mr. Alvin Turner, Ms. Diane Walls, Dr. Charles Scarborough and Ms. Nancy Walsh.** Attendance was taken by Mr. Sanford of those at the meeting for record keeping purposes.

## **MAYOR'S BUSINESS**

**Mayor Wiseman introduced the Resolution relating to the Municipal Complex, and then yielded the floor to the Project Team.** The Project Team, consisted of **Mr. Rob Winklepeck**, West Brothers Construction; **Mr. Briar Jones**, Thomas Shelton Jones & Associates; PLLC, **Mr. Keith Parsons** and **Mr. Randy Wall**, both of Jones Walker; and **Mr. Demery Grubbs**, Independent Financial Consultant. The Project Team gave an in-depth presentation of the project, covering construction layout, plans and designs, time line, issuance of certificates, and financial planning to ensure payment.

2.

### **A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE LEASE OF PUBLIC BUILDINGS AND RELATED FACILITIES; APPROVING OTHER DOCUMENTS RELATING TO THE LEASE; AND AUTHORIZING CERTAIN ACTION BY OFFICIALS OF THE MUNICIPALITY AS PRESENTED AT THE TABLE**

There came for consideration the matter of approving a Resolution authorizing the lease of public buildings and related facilities; approving other documents in substantial form relating to the lease; and authorizing certain action by officials of the municipality as presented at the table. After discussion, and

Upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Jeremiah Dumas to approve adopting a resolution authorizing the lease of public buildings and related facilities; approving other documents in substantial form relating to the lease; and authorizing certain action by officials of the municipality as presented at the table, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Nay</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

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

**RESOLUTION AUTHORIZING THE LEASE OF PUBLIC BUILDINGS,  
AND RELATED FACILITIES; APPROVING OTHER DOCUMENTS  
RELATING TO THE LEASE; AND AUTHORIZING CERTAIN ACTION  
BY OFFICIALS OF THE MUNICIPALITY.**

**WHEREAS**, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, does hereby find, determine, adjudicate and declare as follows:

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

"Act" means Sections 31-8-1 et seq., Mississippi Code of 1972, as amended.

"Agency Agreement" means the Agency Agreement dated the date of delivery of each series of the Certificates by and between the Corporation and the Municipality.

"Assignment Agreement" means the Assignment Agreement dated the date of delivery of each series of the Certificates by and between the Corporation and the Trustee.

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

"Certificates" means one of more series of Certificates of Participation (City of Starkville, Mississippi Public Buildings Project), dated the date of delivery of each series of the Certificates, in an amount not to exceed \$8,000,000 and executed and delivered by the Trustee pursuant to the Trust Agreement.

~~"Corporation" means the corporation or other special purpose entity formed to facilitate the leasing of the Project by the Municipality and the issuance of the Certificates.~~

"County" means Oktibbeha County, Mississippi.

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

"Ground Lease" means the Ground Lease dated the date of delivery of each series of the Certificates by and between the Municipality and the Corporation.

"Improvements" means those certain improvements which are designed, constructed, expanded, remodeled, enlarged and equipped and delivered on the Property in accordance with the Plans.

"Lease" means the Lease and Option to Purchase dated the date of delivery of each series of the Certificates, by and between the Corporation (as Lessor) and the Municipality (as Lessee) whereby the Municipality leases the Property from the Corporation.

"Municipality" means the City of Starkville, Mississippi.

"Municipality Counsel" means Christopher J. Latimer, Mitchell, McNutt & Sams.

"Plans" means the plans and specifications for the Project approved by the Corporation, with the consent of the City. It is anticipated that the Plans will be developed and approved by the Corporation, with the consent of the City, in one phase. Said specifications may from time to time be amended by the Corporation, with the consent of the City, but no such amendment may be made which would increase the cost of the Project beyond the amount of money available, in the determination of the Corporation, with the consent of the City, to pay the same or which would change the character of the Project to the extent that it would cease to be of the nature described in the Plans.

"Project" means, collectively, the Property and the Improvements to be acquired, constructed and renovated on the Property and equipment and furnishings to be acquired and installed on the Property with the proceeds of the Certificates.

"Property" means the real property described in the Trust Agreement.

"Purchase Contract" means the Purchase Contract pursuant to which the Certificates will be sold to the Purchaser.

"Purchaser" means the successful bidder for the Certificates.

"Registered Owner" means the Person whose name shall appear in the registration records of the Municipality maintained by the Trustee.

"Resolution" shall mean this resolution.

"Trust Agreement" means the agreement by and between the Trustee and the Municipality, dated the date of delivery of each series of the Certificates.

"Trustee" means the bank serving as trustee under the Trust Agreement.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Trust Agreement.

(b) The Municipality intends to acquire, finance, renovate, equip and lease public buildings and related facilities (the "Project") pursuant to the Lease from the Corporation as authorized by the Act;

2. The Project will be financed through the issuance of one or more series of Certificates, in an amount not to exceed \$8,000,000 (such term to include a single Certificate if desired by the Purchaser), dated the date of delivery thereof, to the Purchaser to be determined at a subsequent date;

3. In order to facilitate the sale of the Certificates, the Governing Body desires to authorize the execution of the Purchase Contract, as hereinafter defined, by the Mayor, acting for and on behalf of the Municipality, for the sale of the Certificates to the Purchaser, subject to the approval by the Corporation, and certain other conditions as hereinafter set forth and to approve the payment of cost of issuance of the Certificates;

4. The Municipality proposes to enter into the Ground Lease pursuant to which the Municipality agrees to lease to the Lessor the Property;

5. The Municipality and the Lessor propose to enter into the Lease pursuant to which the Lessor agrees to lease the Property and certain public facilities to be acquired, constructed, renovated, equipped and located on the Property to the Municipality in consideration for which the Municipality will make payments of base rental ("Base Rental") for the use and possession of the Project;

6. The Municipality and the Lessor may enter into an Agency Agreement pursuant to which the Municipality shall serve as agent of the Corporation in the acquisition, construction, renovation, and equipping of the Project;

7. The Lessor will assign and transfer to a trustee (the "Trustee") in connection with the Certificates, certain of its rights, title and interest in and to the Ground Lease and the Lease, including its right to receive payments of Base Rental thereunder, by entering into an Assignment Agreement;

8. The Municipality and the Trustee, with the consent and approval of the Corporation, propose to enter into a Trust Agreement pursuant to which the Trustee will execute and deliver the Certificates representing undivided proportionate interests in the Lease, including the right to receive payments of Base Rental thereunder;

9. The Preliminary Official Statement pertaining to the sale of the Certificates should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Certificates;

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

11. The Governing Body desires to approve and adopt the Post Issuance Compliance Procedures;

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

13. It is advisable and in the public interest to authorize the Mayor to arrange for a bond rating for the Certificates in the event that said officer determines that obtaining any such rating is in the best interests of the Municipality. The Board should authorize the obtaining of such rating, the execution of any documents necessary or appropriate for such purpose and the commitment to pay the rating fee and usual costs pertaining to any such rating by the Mayor if such officer determines any such rating to be in the best interest of the Municipality;

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

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

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

17. The Municipality reasonably expects that it will incur expenditures for the Project prior to the issuance of the Certificates and that it should declare its intent to reimburse such expenditures with the proceeds of the Certificates upon issuance thereof.

18. The Governing Body of the Municipality desires to designate the Certificates as qualified tax exempt obligations as defined in and for the purposes set forth in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, for calendar year 2012.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AS FOLLOWS:**

SECTION 1. All capitalized terms not defined herein shall have the same meanings in this Resolution as such terms are given in the Lease, if applicable, and the Trust Agreement, if applicable. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 2. Pursuant to the Act, the Lease of the Project will be awarded to the Corporation.

SECTION 3. The Municipality hereby approves the sale of one or more series of the Certificates by the Corporation through the solicitation of bids and hereby authorizes the Mayor and City Clerk, together with Municipality Counsel and Bond Counsel to assist in the solicitation of bids and the sale of the Certificates.

SECTION 4. The Mayor is hereby authorized to execute a purchase contract for each series of the Certificates (the "Purchase Contract"), in substantially the form attached hereto as **EXHIBIT A**, and other documents required for the sale of the Certificates to the Purchaser with such changes, insertions and omissions as may be approved by such officer, said execution being evidence of such approval provided that the parameters in the following sentence are met. The Governing Body hereby agrees to sell the Certificates, in one or more series, to the Purchaser pursuant to the terms of the Purchase Contract, as applicable, subject to the following conditions: (a) an interest rate of the Certificates not to exceed eight percent (8%); (b) an amount of the Certificates not to exceed Eight Million Dollars (\$8,000,000); (c) a term of the Certificates not to exceed twenty (20) years; (d) issuance of the Certificates occurs within two (2) years of the date hereof; and (e) the President of the Corporation, acting for and on behalf of the Corporation, approves the Purchase Contract for the sale of the Certificates, as evidenced by the execution of the Purchase Contract by the President of the Corporation. Further, Municipality Counsel and Bond Counsel are hereby authorized and directed to prepare, revise and distribute such resolutions and documents, including but not limited to the Ground Lease, Lease, Agency Agreement, Assignment Agreement, Loan Agreement, Trust Agreement, and any other related documents necessary in order to facilitate the sale and issuance of such Certificates.

SECTION 5. The forms of the Ground Lease and the Lease, each of which is to be dated the date of delivery of each series of the Certificates, and the Agency Agreement to be dated the date of delivery of each series of the Certificates, all by and between the Municipality and the Lessor, and attached hereto as **EXHIBIT B, EXHIBIT C, and EXHIBIT D**, respectively, are hereby approved and/or ratified. The Mayor and the Clerk of the Municipality are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the Municipality, to execute by manual or facsimile signature and deliver the Ground Lease and the Lease in substantially the forms attached hereto and presented to and considered at this meeting, with such changes therein as such officers executing the same on behalf of the Municipality may approve, in their discretion, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof. The Mayor and the Clerk of the Municipality are, and each of them acting alone is, hereby authorized in their discretion to the extent deemed necessary or appropriate to facilitate the transactions authorized hereby, for and in the name of and on behalf of the Municipality, to execute by manual or facsimile signature and deliver the Agency Agreement in substantially the forms attached hereto and presented to and considered at this meeting, with such changes therein as such officers executing the same on behalf of the Municipality may approve, in their discretion, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 6. The form of Trust Agreement, by and between the Municipality and the Trustee attached hereto as **EXHIBIT E** is hereby approved. The Mayor and the Clerk of the Municipality are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the Municipality, to enter into the Trust Agreement with such bank as

such officers may designate, to execute by manual or facsimile signature and deliver the Trust Agreement in substantially the form attached hereto with such changes therein as such officers executing the same on behalf of the Municipality may approve, in their discretion, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 7. The form of Assignment Agreement, to be dated the date of delivery of each series of the Certificates, by and between the Corporation and the Trustee, attached hereto as **EXHIBIT F**, is hereby approved.

SECTION 8. The engagement of the law firm of Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P, Jackson, Mississippi, to serve as bond counsel in connection with the issuance of the Certificates and the engagement of Government Consultants, Inc., Jackson, Mississippi, to serve as financial advisor, are hereby approved.

SECTION 9. The Preliminary Official Statement pertaining to the sale of the Certificates, in substantially the form attached hereto, as **Exhibit G**, with such completions, changes, insertions and modifications as shall be approved by the officers of the Municipality executing and delivering the Official Statement is hereby approved and the distribution of said Preliminary Official Statement is hereby authorized.

SECTION 10. The Governing Body hereby approves and adopts the Official Statement pertaining to the sale of the Certificates in substantially the form of the Preliminary Official Statement with such completions, changes, insertions, and modifications as shall be approved by the officers of the Municipality executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval. The Governing Body hereby approves the execution by the Mayor and the City Clerk of the Official Statement for and on behalf of the Governing Body, and the distribution of such Official Statement pertaining to the sale of the Certificates is hereby approved.

SECTION 11. The Governing Body hereby approves and adopts the Continuing Disclosure Certificate attached to the Preliminary Official Statement, and approves and authorizes the execution of said Continuing Disclosure Certificate by the City Clerk of the Municipality for and on behalf of the Municipality in substantially the form attached to the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the officer of the Municipality executing and delivering the same, the execution thereof to be conclusive evidence of such approval.

SECTION 12. The Governing Body hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Exhibit H** hereto

SECTION 13. The Mayor is hereby authorized to execute a commitment for bond insurance and to do such other things and take such other actions as may be necessary to obtain such insurance for the Certificates if such official determines that obtaining such insurance will result in the realization of greater savings in connection with the issuance of the Certificates. Such bond insurance may be obtained or not obtained within the discretion of such official. The provisions of the Bond Insurance Policy (if any) and the municipal bond insurance commitment pertaining thereto, together with any attachments and documents referenced therein, as long as the Bond Insurance Policy remains outstanding and the Bond Insurer has not failed to comply

with its payment obligations thereunder and notwithstanding anything contained in this Resolution to the contrary, shall govern and are made a part of this Resolution as though set forth in full herein. In addition to all notices and reporting requirements specifically set forth herein, the Bond Insurer shall be provided with such additional information as the Bond Insurer may reasonably request from time to time. The Certificates are issued subject to certain requirements and covenants set forth in this resolution, including without limitation those requirements and covenants pertaining to bond insurance, if any, for the Certificates.

SECTION 14. The Mayor and/or Clerk are hereby authorized to obtain a bond rating or ratings with regard to the sale of the Certificates, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if such officials determine that obtaining such rating or ratings will result in a net savings with regard to the sale of the Certificates.

SECTION 15. The Certificates and the obligations of the Municipality under the Lease shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Certificates and to certify and forward the same to the State Bond Attorney for the institution of validation proceedings.

SECTION 16. The Municipality covenants and certifies to and for the benefit of the owners of the Certificates that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Certificates, including amounts treated as proceeds, if any, which will cause the Certificates to be classified as arbitrage bonds within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Certificates, at the time of such action, investment or use.

(a) The Municipality shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Certificates shall be treated as an arbitrage bond pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

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

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

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

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

SECTION 17. The Municipality shall take such actions as may be necessary in order to assure that the Certificates are not private activity bonds within the meaning of Section 141 of the Code.

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

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

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

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

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

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

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

(h) The Municipality covenants and certifies that no payment of principal of or interest on the Certificates is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the certificate proceeds will be: (i) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or (j) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (1) the investment of the certificate proceeds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Certificates are being issued; (2) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (3) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (4) investments in bonds issued by the United States Treasury; or (5) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

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

SECTION 18. The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Certificates will be used to carry out the governmental purposes of the Certificates within a three-year period beginning on the date of issuance of the Certificates. No more than fifty percent (50%) of the proceeds of the Certificates will be

invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

SECTION 19. The Governing Body hereby designates the Certificates as qualified tax exempt obligations as defined in and for the purposes set forth under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, for calendar year 2012.

SECTION 20. The Mayor is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the date of delivery of the Certificates, the costs of issuance of said Certificates and costs for the Lease between the Corporation and the Municipality; provided, however, total costs of issuance for said Certificates and Lease shall not exceed five percent (5%) of the principal amount of the Certificates.

SECTION 21. The Municipality reasonably expects that it will incur expenditures prior to the issuance of the Certificates, which it intends to reimburse with the proceeds of the Certificates upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Certificates in anticipation of the issuance of the Certificates is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

SECTION 22. All actions heretofore taken by any officer or officers or board members of the Municipality, as may be authorized by the Municipality, with respect to the Lease or in connection with or related to any of the agreements referenced herein or the financing of the project, are hereby approved, confirmed and ratified.

SECTION 23. The officers and board members of the Municipality are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents as may be necessary to effectuate the purposes of this Resolution.

SECTION 24. All other ordinances, resolutions and orders of the Municipality in conflict with this Resolution shall be and the same are hereby replaced, rescinded and set aside, but only to the extent of such conflict. For cause, it is hereby found, determined and adjudicated that this Resolution shall become effective immediately upon its adoption by the Municipality.

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

Alderman Ben Carver	voted: _____
Alderman Richard Corey	voted: _____
Alderman Jeremiah Dumas	voted: _____
Alderman Eric Parker	voted: _____
Alderman Roy A. Perkins	voted: _____
Alderman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

City of Starkville, Mississippi

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

ATTEST:

\_\_\_\_\_  
Markeeta Outlaw, City Clerk

EXHIBIT A  
PURCHASE CONTRACT

**PURCHASE CONTRACT**  
**§ \_\_\_\_\_**  
**CERTIFICATES OF PARTICIPATION**  
**(CITY OF STARKVILLE, MISSISSIPPI PUBLIC BUILDINGS PROJECT), SERIES**  
**20\_\_**

Evidencing Proportionate Interests in a Lease, Including the Right to Receive Base Rental Payments Thereunder, to Be Made by the CITY OF STARKVILLE, MISSISSIPPI

\_\_\_\_\_  
City of Starkville, Mississippi

Gentlemen:

The undersigned \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Purchaser"), offers to enter into the following agreement (the "Purchase Contract") with the \_\_\_\_\_ (the "Corporation" or the "Lessor") which upon acceptance will be binding upon the Lessor and upon the Purchaser, subject to approval by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "City"). This offer is made subject to your written acceptance of the Purchase Contract on or before 4:30 o'clock P.M. prevailing local time, on \_\_\_\_\_, \_\_\_\_\_, 20\_\_. The Official Statement, dated \_\_\_\_\_, 20\_\_, as amended to conform to the terms of the Purchase Contract and with such changes and amendments as have been agreed to by the Lessor, the City and the Purchaser, is hereinafter called the "Official Statement."

1. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Purchaser hereby agrees to purchase from the Lessor for offering to the public, and the Lessor hereby agrees to sell and deliver to the Purchaser for such purpose, the \$\_\_\_\_\_ principal amount of Certificates of Participation (City of Starkville, Mississippi Corporation Project), Series 20\_\_, in the captioned Lease and Option to Purchase (the "Lease") by and between the \_\_\_\_\_, and the City of Starkville, Mississippi (the "Certificates") for the purchase price of \$\_\_\_\_\_. The purchase price is computed as follows: \_\_\_\_\_.

2. All of the Certificates shall be dated \_\_\_\_\_, 20\_\_ and shall bear interest from their date payable on \_\_\_\_\_ 1 and \_\_\_\_\_ 1, commencing \_\_\_\_\_ 1, 20\_\_. The Certificates shall mature and shall bear interest as set forth in the Official Statement and as set forth on EXHIBIT A attached hereto.

3. The Certificates will be issued in book-entry form, and will evidence the Registered Owner's right to receive semiannual distributions of specified portions of certain rental payments (and other moneys, if any) received by \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, as trustee (the "Trustee") pursuant to the terms of a Trust Agreement, dated as of \_\_\_\_\_, 20\_\_ (the "Trust Agreement"), by and between the Trustee and the City, as executed and approved in form by the Corporation, with respect to the Lease.

4. At the time of or before your acceptance of the Purchase Contract, or at such later time as shall be agreeable to the Purchaser, the Lessor shall deliver to the Purchaser a copy of the Official Statement. The Lessor authorizes the Purchaser to use the Official Statement, including any supplements or amendments thereto, in connection with the public offering and the sale of the Certificates.

5. The Lessor represents and warrants to the Purchaser, and agrees that:

(a) The Lessor is a corporation organized and existing under the laws of the State of Mississippi, authorized to do business in Mississippi and has full legal right, power and authority to enter into the Purchase Contract, to execute and deliver the Trust Agreement, the Ground Lease, the Lease and the Assignment Agreement, to issue, sell and deliver the Certificates to the Purchaser and to carry out and consummate all other transactions contemplated by the Purchase Contract, the Ground Lease, the Lease, the Assignment Agreement and the Official Statement.

(b) The Lessor has duly authorized and approved the execution of delivery of, and the performance of the obligations contained in, the Ground Lease, the Lease, the Assignment Agreement, the Trust Agreement and the Purchase Contract, and the consummation of all other transactions contemplated by the Official Statement.

(c) The Lessor is not in breach of or default under any applicable law or administrative regulation of the State of Mississippi or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument to which the Lessor is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Certificates, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default under any instrument; and the execution and delivery of the Assignment Agreement, the Trust Agreement, the Lease, the Purchase Contract and the Certificates, and compliance with the provision of each thereof will not conflict with or constitute in any material respect a breach of or default under any law, administrative regulation, judgment, decree, loan agreement.

(d) At the time of the Lessor's acceptance of the Purchase Contract, the Official Statement does not contain, with respect to the information descriptive of the Lessor, any untrue statement of a material fact or omit to state a material fact required to be stated therein, in the light of the circumstances under which they were made, not misleading; and, as of the Closing, the Official Statement, as supplemented or amended in accordance with subparagraph (h) of this paragraph, will not contain, with respect to the information descriptive of the Lessor, any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) The Lessor hereby deems the Preliminary Official Statement to be final as of its date, except for the omission of information relating to offering prices, interest rates, selling compensation, aggregate principal amounts, principal amount per maturity, delivery date and other terms, if any, depending on such matters. Within seven (7) business days from the date hereof, the Lessor shall deliver to the Purchaser copies of the final Official Statement in

sufficient quantities to comply with (i) the rules of the Municipal Securities Rule Making Board (the "MSRB") and (ii) Rule 15c(2)-12 of the Securities and Exchange Commission. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with only such changes therein or modifications thereof as shall have been accepted and approved by the Purchaser in its sole discretion, which Official Statement shall have been approved by the Lessor. The Lessor hereby authorizes the use of copies of the Official Statement in connection with the offer and sale of the Certificates. The Purchaser agrees to comply with any and all rules of the MSRB and to fully comply with SEC Rule 15c(2)-12 in connection with the offer and sale of the Certificates.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of our knowledge, threatened against the Lessor affecting its corporate existence or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the collection of Rental Payments (as defined in the Trust Agreement), or in any way contesting or affecting the validity or enforceability of the Certificates, the Lease, the Trust Agreement or the Purchase Contract, or any authority for the issuance of the Certificates.

(g) No consent, approval, authorization or order of any court or governmental agency or body of the State of Mississippi, except as has previously been obtained, is required for issuance, delivery or sale of the Certificates or the consummation of the other transactions effected or contemplated herein or hereby.

(h) If between the date of the Purchase Contract and the date of the Closing any event shall occur which might or would cause the Official Statement to contain any material misstatement of fact or to omit to state a material fact required to be stated therein or necessary to make the statement therein, in light of the circumstances under which they were made, not misleading, the Lessor shall notify us and cooperate with us in the preparation and publication of any supplement or amendment to the Official Statement which in our opinion may be required. If, in the sole opinion of the Purchaser the omitted material adversely affects the market for the certificates, the Purchaser will have a right to cancel this contract.

6. At 11:00 o'clock A.M., prevailing local time at the place of the closing, on \_\_\_\_\_, 20\_\_ (the "Closing"), or on such other date as may be mutually agreed upon, the Trustee will deliver the Certificates to us in definitive form, duly executed, together with the other documents hereinafter mentioned, and we will accept such delivery and pay the purchase price of the Certificates in Federal funds. Delivery and payment shall be made at the offices of Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P., Jackson, Mississippi, or at such other place as shall have been mutually agreed upon. The Certificates shall be printed, provided, however, that, as authorized in the Trust Agreement, temporary Certificates may be delivered at the Closing and definitive Certificates exchanged for such temporary Certificates as soon as is practicable. If we so request, the Certificates shall be made available to us at least one business day before the Closing for purposes of inspection and packaging.

7. We have entered into the Purchase Contract in reliance upon the representations and warranties of the Lessor contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Lessor of its obligations

hereunder, both as of the date hereof and as of the date of Closing. Accordingly, our obligation under the Purchase Contract to purchase and pay for the Certificates shall be subject to the performance by the Lessor of such obligations at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Lessor contained herein shall be true, complete and correct as of the date hereof and on and as of the date of Closing as if made on the date of Closing;

(b) At the time of the Closing, the Trust Agreement shall be in full force and effect, and neither it nor the Official Statement shall have been amended, modified or supplemented, except as agreed to by us;

(c) At the time of Closing, all official action of the Lessor relating to the Trust Agreement, the Purchase Contract and the Certificates shall be in full force and effect and shall not have been amended, modified or supplemented, except as agreed to by us;

(d) At or prior to the Closing, we shall receive the following documents:

(i) The Official Statement;

(ii) The unqualified approving opinion of Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P., Bond Counsel, in the form attached as APPENDIX C to the Official Statement, which, as to matters related to the exemption of interest on the Certificates from Federal income taxes;

(iii) One copy of a transcript of all proceedings relating to the authorization, validation and issuance of the Certificates; and

(iv) Such additional legal opinions, certificates, instruments and other documents as we may reasonably request to evidence the truth and accuracy, as of the date hereof and as the date of the Closing, of the Lessor's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance of satisfaction by the Lessor at or prior to the date of the Closing of all agreements then to be performed and all conditions then to be satisfied by the Lessor.

(e) If the Lessor shall be unable to satisfy the conditions to the obligations of the Purchaser contained in the Purchase Contract, or if such obligations of the Purchaser shall be terminated for any reason permitted by the Purchase Contract, the Purchase Contract shall terminate and neither the Purchaser nor the Lessor shall be under further obligation hereunder.

8. We may terminate the Purchase Contract by notifying the Lessor of our election to do so. If, after its execution and prior to the Closing (i) the marketability of the Certificates or the market price thereof, in our opinion, has been materially adversely affected by any legislation enacted by or favorably reported to the Senate or House of Representatives of the United States or either house of the Legislature of the State of Mississippi or by any decision of any Federal or State court or any ruling or regulation (final, temporary or proposed) by or on behalf of the

Treasury Department of the United States, the Internal Revenue Service or other Federal or State authority, affecting the tax status of the Lessor or the City, its property or income, the Lessor's obligations (including the Certificates) or the interest thereon, or (ii) the United States shall have become engaged in national emergency; or (iii) there shall have accrued a general suspension of trading on the New York Stock exchange or the declaration of a general banking moratorium by United States, New York or Mississippi authorities.

9. The Purchase Contract is made solely for the benefit of the Lessor and the Purchaser, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Lessor's representations and warranties contained in the Purchase Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Purchaser, (ii) delivery of any payment for the Certificates and (iii) any termination of the Purchase Contract.

[remainder of page left blank intentionally]

10. This Purchase Contract shall be effective and enforceable upon its execution.

Very truly yours,

CONTINUATION OF PURCHASE CONTRACT FOR  
\$ \_\_\_\_\_  
CERTIFICATES OF PARTICIPATION  
(CITY OF STARKVILLE, MISSISSIPPI PUBLIC BUILDINGS PROJECT), SERIES 20 \_\_\_\_  
DATED \_\_\_\_\_ 1, 20\_\_

ACCEPTED:

\_\_\_\_\_

By: \_\_\_\_\_  
Title: President

CONTINUATION OF PURCHASE CONTRACT FOR  
\$ \_\_\_\_\_ CERTIFICATES OF PARTICIPATION  
(CITY OF STARKVILLE, MISSISSIPPI PUBLIC BUILDINGS PROJECT), SERIES 20\_\_  
DATED \_\_\_\_\_ 1, 20\_\_

ACKNOWLEDGED AND APPROVED: CITY OF  
STARKVILLE, MISSISSIPPI

By:  
Title: Mayor

Dated: \_\_\_\_\_, 20\_\_

**EXHIBIT A**  
**PRICING NUMBERS OF PURCHASER**

EXHIBIT B  
GROUND LEASE

**GROUND LEASE**

**Dated as of \_\_\_\_\_ 1, 20\_\_**

**by and between**

**CITY OF STARKVILLE, MISSISSIPPI**

**And**

**[CORPORATION]**

Prepared by:  
Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P.  
190 East Capitol Street, Suite 800  
Jackson, Mississippi 39201

INDEXING INSTRUCTIONS: The within described property is located at Northwest corner of the \_\_\_ ¼ of the \_\_\_  
1/4 of Section \_\_, Township \_\_\_\_, Range \_\_\_\_, Oktibbeha City, Mississippi.

## **GROUND LEASE**

**THIS GROUND LEASE**, dated as of \_\_\_\_\_ 1, 20\_\_ (herein called the "Ground Lease") is entered into by and between **CITY OF STARKVILLE, MISSISSIPPI** (the "City"), a political subdivision of the State of Mississippi, and the \_\_\_\_\_ (the "Corporation"), a \_\_\_\_\_.

### **WITNESSETH**

That in consideration of the mutual promises and agreements herein contained, the parties hereto, agree as follows:

#### **SECTION 1. Definitions.**

All capitalized terms used herein without definition shall have the meanings given to such terms in the Lease and Option to Purchase, dated as of the date hereof, by and between the Corporation and the City (the "Lease").

#### **SECTION 2. Property.**

The City hereby leases to the Corporation the real property described in **EXHIBIT A** hereto and all buildings and improvements thereon (the "Property") and made a part hereof, subject to the terms hereof and subject to any conditions, reservations, exceptions and rights of way which are of record.

#### **SECTION 3. Ownership.**

The City covenants that it is the owner of and holds title in fee simple to the Property described in **EXHIBIT A** hereof.

#### **SECTION 4. Term.**

This Ground Lease shall commence on the date of execution and delivery hereof and end on the earlier to occur of (i) \_\_\_\_\_ 1, 20\_\_ or (ii) the date of termination of the Lease with respect to the Property pursuant to Section 2 or 15 thereof, in no event to exceed 20 years.

#### **SECTION 5. Rent.**

The Corporation shall pay to the City an advance rent of \$1.00 as full consideration for this Ground Lease over its term.

#### **SECTION 6. Purpose.**

The Corporation shall utilize the Property for the purposes described in the Lease and such other purposes as may be incidental thereto.

**SECTION 7. Assignment and Sublease.**

The Corporation shall not assign, mortgage, hypothecate or otherwise encumber this Ground Lease and any rights hereunder and the leasehold created hereby by trust agreement, indenture or deed of trust or otherwise or sublet the Property without the written consent of the City, except that the City expressly approves and consents to the assignment and transfer of the Corporation's rights, title and interest in this Ground Lease to the Trustee pursuant to the Assignment Agreement dated as of \_\_\_\_\_ 1, 20\_\_, by and between the Corporation and the Trustee.

**SECTION 8. Right of Entry.**

The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time.

**SECTION 9. Expiration.**

The Corporation agrees, upon the expiration of this Ground Lease, to relinquish its rights in and to quit and surrender the Property.

**SECTION 10. Quiet Enjoyment.**

The Corporation at all times during the term of this Ground Lease shall peaceably and quietly have, hold and enjoy all of the Property.

**SECTION 11. Taxes.**

The City covenants and agrees to pay any and all taxes and assessments levied or assessed upon the Property.

**SECTION 12. Eminent Domain.**

If the whole or any part of the Property shall be taken under the power of eminent domain, the interest of the Corporation shall be recognized and is hereby determined to be the aggregate amount of unpaid Base Rental under the Lease and shall be paid to the Trustee in accordance with the terms of the Lease and the Trust Agreement.

**SECTION 13. Default.**

In the event that the Corporation or its assignee shall be in default in the performance of any obligation on its part to be performed under the terms of this Ground Lease, the City may exercise any and all remedies granted by law, except that no merger of this Ground Lease and of the Lease shall be deemed to occur as a result thereof; provided, however, that the City shall have no power to terminate this Ground Lease by reason of any default on the part of the Corporation or its assignee if (i) such termination would affect or impair the assignment of the Property by the Corporation pursuant to the Assignment Agreement, or (ii) such termination would prejudice the exercise of the remedies provided in Section 12 of the Lease. So long as any such assignee or subtenant of the Corporation or any successor in interest to the Corporation

shall duly perform the terms and conditions of this Ground Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the City hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

**SECTION 14. Notices.**

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

**SECTION 15. Partial Invalidity.**

If any one or more of the terms, provisions, promises, covenants or conditions of this Ground Lease shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Ground Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 16. Governing Law.**

This Ground Lease shall be governed by the laws of the State of Mississippi.

**SECTION 17. Execution in Counterparts.**

This Ground Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

~~IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.~~

CITY OF STARKVILLE, MISSISSIPPI

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

ATTEST:

\_\_\_\_\_  
Markeeta Outlaw, City Clerk

[CORPORATION]

\_\_\_\_\_  
, President

ATTEST:

\_\_\_\_\_  
, Secretary

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Parker Wiseman and Markeeta Outlaw, who acknowledged to me that they are Mayor and City Clerk, respectively, of the **CITY OF STARKVILLE, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said City and as its official act and deed, being duly authorized so to do.

**GIVEN UNDER MY HAND** and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that he is the President of the \_\_\_\_\_ and that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
REAL PROPERTY DESCRIPTION

EXHIBIT C

LEASE

LEASE AND OPTION TO PURCHASE

Dated as of \_\_\_\_\_ 1, 20\_\_

By and between

[CORPORATION]

and

CITY OF STARKVILLE, MISSISSIPPI

Prepared by:  
Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P.  
190 East Capitol Street, Suite 800  
Jackson, Mississippi 39201

INDEXING INSTRUCTIONS: The within described property is located at Northwest corner of the \_\_ ¼ of the \_\_ 1/4 of Section \_\_, Township \_\_\_\_, Range \_\_\_\_, Oktibbeha County, Mississippi.

## LEASE AND OPTION TO PURCHASE

THIS LEASE AND OPTION TO PURCHASE (the "Lease"), dated as of \_\_\_\_\_ 1, 20\_\_, is entered into by and between the \_\_\_\_\_ (the "Corporation"), a Mississippi non-profit corporation, and CITY OF STARKVILLE, MISSISSIPPI, (the "City"), a political subdivision of the State of Mississippi (the "State").

### WITNESSETH

WHEREAS, the Corporation and the City have entered into a Ground Lease (the "Ground Lease"), dated as of the date hereof, pursuant to which the City agrees to lease certain real property located in the City, as described in **EXHIBIT A** hereto (the "Property"), to the Corporation; and

WHEREAS, the City wishes to provide for the design, construction expansion, remodeling, enlarging and equipping of a City Hall and related facilities to be located on the Property (collectively, the "Project", more particularly described in **EXHIBIT A** attached hereto), and the City is authorized pursuant to the laws of the State to enter into leases for such purpose; and

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

WHEREAS, the Corporation is simultaneously providing for the transfer of all its rights, title and interest (other than its obligation to have the Project constructed and its rights to indemnification and payment or reimbursement of its costs and expenses incurred in connection with the construction of the Project) in and to this Lease to a Trustee for the benefit of the Owners of certain Certificates of Participation in this Lease.

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

### **SECTION 1. Definitions.**

Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Lease, have the meanings as set forth below. All other capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement (as hereinafter defined).

"Acquisition Costs" means, with respect to the Project and related facilities, the contract price paid or to be paid to or at the direction of the Contractor for the design, construction, expansion, remodeling, enlarging and equipping and delivery of the Project and related facilities, in accordance with the General Construction Contract, and includes reimbursement to the City or Corporation for any payments made by the City or Corporation prior to or subsequent to the execution of the Lease pursuant to the declaration of official intent of the governing body of each City and Corporation under Treasury Regulation 1.150-2.

Acquisition Costs also include the cost of the site of the Project, the costs of site preparation necessary for the design, construction, expansion, remodeling, enlarging and equipping and installation of the Project and related facilities, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Ground Lease, the Lease, the Assignment Agreement and the Trust Agreement, and any and all agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction, expansion, remodeling, enlarging, equipping and financing of the Project and related facilities. Acquisition Costs also include capitalized interest for a period of construction of the Project plus one (1) year, less any amounts on deposit in the Interest Account for capitalized interest.

"Additional Rental" means the amounts specified as such in Section 3.1(ii) of this Lease.

"Assignment Agreement" means that certain Assignment Agreement dated as of \_\_\_\_\_ 1, 20\_\_, by and between the Corporation and the Trustee pertaining to the assignment of all of the Corporation's rights, title, claims, proceeds, rents and interest in and to this Lease and the Ground Lease to the Trustee for the benefit of the Owners of the Certificates.

"Base Rental" means the amounts referred to as such in Section 3.1(i) of this Lease, as such amounts may be adjusted from time to time in accordance with the terms hereof, but does not include Additional Rental.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or either the City of Starkville Courthouse is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"Certificate of Completion" means the notice filed with the Trustee by the Corporation Representative, stating that the Improvements have been substantially completed, but reserving the rights of the Corporation against third parties.

"City" means City of Starkville, Mississippi, a political subdivision of the State.

"Closing Date" means \_\_\_\_\_, 2012, or such later date as may be agreed upon by the parties hereto.

"Construction Costs" means, with respect to the Improvements and related facilities, the contract price paid or to be paid for completion of the design, construction, expansion, remodeling, enlarging, equipping and delivery of the Improvements and related facilities in accordance with the General Construction Contract, and includes reimbursement to the City or Corporation for any payments made by the City or Corporation prior or subsequent to the execution of this Lease pursuant to the declaration of official intent of the governing body of each of the City and Corporation under Treasury Regulation 1.150-2. Construction Costs also include the costs of site preparation necessary for the design, construction expansion, remodeling, enlarging and equipping of the Improvements, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction, expansion, remodeling, enlarging and equipping and financing of the Improvements and related facilities.

"Contractor" means \_\_\_\_\_, the general contractor for the Project.

"Corporation" means \_\_\_\_\_.

"Fiscal Year" means the fiscal year of the City, which at the date of this Lease is the period from October 1 to and including the following September 30.

"General Construction Contract" means the contract or contracts entered into by the Corporation with the Contractor with respect to the design, construction, expansion, remodeling, enlarging, equipping and delivery of the Project and related facilities.

"Improvements" means those certain improvements which are designed, constructed, expanded, remodeled, enlarged and equipped and delivered on the Property in accordance with the Plans.

"Lease" means this Lease and Option to Purchase.

"Lease Term" means the term of this Lease as provided in Section 2 hereof.

"Lease Year" means the period from Closing Date through \_\_\_\_\_, 20\_\_\_\_, and thereafter each twelve month period from each \_\_\_\_\_ 2 to and including the first day of the following \_\_\_\_ 1 during the Lease Term.

"Lessor" means the Corporation, or, after the effective date of the Assignment Agreement, the Trustee.

"Option Price" means the total amount necessary to defease all Outstanding Certificates (as such term is defined in the Trust Agreement) pursuant to and in accordance with Section 10.01 of the Trust Agreement.

"Plans" means the plans and specifications for the Project approved by the Corporation, with the consent of the City. It is anticipated that the Plans will be developed and approved by the Corporation, with the consent of the City, in one phase. Said specifications may from time to time be amended by the Corporation, with the consent of the City, but no such amendment may be made which would increase the cost of the Project beyond the amount of money available, in the determination of the Corporation, with the consent of the City, to pay the same or which would change the character of the Project to the extent that it would cease to be of the nature described in the Plans.

"Project" means and includes the Property and the Improvements to be placed thereon, as more particularly described hereinabove and in the Plans to be approved by the Corporation, with the consent of the City, to be constructed by the Corporation on the Property all of which are to be leased to and used by the City.

"Property" shall mean the property described in **EXHIBIT A** hereto.

"Property Insurance" means the insurance required to be maintained by the City under Section 4.4 of this Lease.

"Rental Deposit Date" means the day which is five (5) days prior to the date on which the next payment of Base Rental is scheduled to become payable.

"State" means the State of Mississippi.

"Trust Agreement" means that certain Trust Agreement dated as of the date hereof, by and between the City and the Trustee.

"Trustee" means the trustee acting in its capacity as such under the Trust Agreement or any successor appointed as therein provided, and which initially shall be \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi.

**SECTION 2. Construction of Project; Agreement to Lease; Term of Lease.**

**SECTION 2.1 Transfer of Title.**

(a) The Corporation agrees to cause the Project and related facilities to be constructed and installed, and to enter into and to provide for, or cause to be provided for, the complete construction and installation of the Project and related facilities in accordance with the Plans, the terms of this Lease and the General Construction Contract. \_\_\_\_\_, \_\_\_\_\_, Mississippi, and any other architects, engineers, and planners (the "Architects"), duly qualified and registered to practice as consulting engineers in the State, will develop and approve the Plans for the construction of the Project on the Property. The Plans for each phase will be examined and approved in all particulars by the Corporation, with consent of the City. Proposals for the Lease of the Project have been received and the Corporation's proposal has been accepted by the City. To the extent that actual Acquisition Costs of the Project as approved hereafter by the City is greater than the estimated costs on which the Corporation's bid was based, the City will transfer to the Construction and Acquisition Fund the amount necessary to provide sufficient funds for payment of the actual Acquisition Costs of completing the Project as approved by the Corporation. The Corporation, with the consent of the City, may approve changes in the plans and specifications of the Project, so long as any such change does not, and all such changes as a whole do not, (i) reduce the value of the Project or substantially alter the nature of the Project, (ii) increase the total Acquisition Costs of the Project to an amount in excess of \$8,000,000.00 unless the City contributes or makes available an amount equal to such excess to the Construction and Acquisition Fund or (iii) otherwise materially alter the terms and conditions set forth in the Lease. The Corporation and City shall promptly process and act upon any request for change orders. All changes in plans and specifications shall be approved in writing by the City and shall be deemed part of the plans. The proposal on the lease by the Corporation was based in part on estimates of the cost of construction expected by the Architects in the amount of \$ \_\_\_\_\_ and the additional amounts necessary to provide for the sale of the Certificates. Payment for the costs of constructing and installing the Project and related facilities shall be made from the moneys deposited in the Construction and Acquisition Fund which shall be disbursed for this purpose in accordance and upon compliance with Article III of the Trust Agreement. The Corporation will cause the design, construction, expansion, remodeling, enlarging, equipping, delivery and installation of the Project and related facilities to be diligently performed after the deposit of funds into the Construction and Acquisition Fund and that the Project shall be complete at or before the time specified in the Plans and the General

Construction Contract for construction to be approved by the Corporation, with the consent of the City. If such construction is not completed, there shall be no resulting liability on the part of the Corporation and no diminution in the payments required in Section 3 hereof to be paid by the City. Unexpended moneys remaining in the Construction and Acquisition Fund shall, upon payment in full of all Acquisition Costs of the Project, be applied solely in accordance with the provisions of the Trust Agreement.

(b) The Lessor hereby agrees to lease the Project to the City, and the City hereby agrees to pay the Base Rental and the Additional Rental as provided herein for the use and occupancy of the Project, all on the terms and conditions set forth herein. Upon substantial completion of the Improvements, the Corporation shall promptly deliver to the Trustee a Certificate of Completion. The Lease Term begins on the Closing Date and ends \_\_\_\_ 1, 20\_\_\_\_, or at such earlier time as the Certificates have been paid or provision for their payment has been made in accordance with the provisions of this Lease and the Trust Agreement, which term in no event shall exceed twenty (20) years.

(c) Upon payment of all Base Rental and Additional Rental required by this Lease or upon the sale of the Project to the City or its assignee pursuant to the exercise of its option to purchase the Project in accordance with Section 15 of this Lease, this Lease shall terminate and title to the Project, and any improvements thereon or additions thereto, shall be transferred directly to the City or, at the option of the City, to any assignee or nominee of the City, in accordance with the provisions of this Lease.

### **SECTION 3. Rent.**

#### **SECTION 3.1 Rental Payments.**

Subject to Section 3.3 below, the City shall pay the Base Rental and Additional Rental in the amounts, at the times and in the manner set forth herein, such amounts constituting in the aggregate the rental payable under this Lease as follows:

(i) Base Rental. The City agrees to pay as Base Rental under this Lease for each Lease Year, commencing \_\_\_\_\_ 1, 20\_\_\_\_, payable on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1, during the term of this Lease (subject to the provisions of the following paragraph), the amounts set forth in **EXHIBIT B** hereof, a portion of which shall constitute principal and a portion of which shall constitute interest as shown in such Exhibit. However, the amounts to be deposited as set forth under **EXHIBIT B** shall be reduced by any amounts already on deposit in the Base Rental Fund. The allocation of any Base Rental payment to a principal component and an interest component shall correspond to the principal and interest payable with respect to the Certificates on the date such Base Rental payment is due. Base Rental due on \_\_\_\_\_ 1 in any year shall be for the period \_\_\_\_\_ 2 of the prior year through the first day of \_\_\_\_\_ of such year, and Base Rental due \_\_\_\_\_ 1 in any year shall be for the period \_\_\_\_\_ 2 of said year through the first day of \_\_\_\_\_ of such year. In no event shall the amount of Base Rental payable on any date exceed the aggregate amount of principal and interest required to be paid or prepaid on such date with respect to the Outstanding Certificates, according to their tenor.

To secure the performance of its obligation to pay Base Rental, the City shall deposit the Base Rental scheduled to become due on the next succeeding date on which a payment of Base Rental is due with the Trustee on or before the Rental Deposit Date, for application by the Trustee in accordance with the terms of the Trust Agreement. In the event any such date of deposit is not a Business Day, such deposit shall be made on the next preceding Business Day. If five days prior to any due date for the payment of principal or interest with respect to the Certificates, the balance available for that purpose in the Certificate Fund is insufficient to make the required payments on such date, the City will pay any such deficiency in sufficient time to prevent an event of default. Rental payments under this paragraph shall be paid by the City directly to the Trustee.

The obligation of the City to pay Base Rental shall commence on the Closing Date. Base Rental payments with respect to the Project shall be payable from any source lawfully available therefor.

(ii) Additional Rental. In addition to the Base Rental set forth herein, the City agrees to pay as Additional Rental all of the following:

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

(2) Insurance premiums, if any, on all insurance required under the provisions of Section 4.4 of this Lease;

(3) All fees and expenses (not otherwise paid or provided for out of the proceeds of the sale of the Certificates) of the Trustee in connection with the Trust Agreement;

(4) To the Trustee, an amount equal to any amount transferred from the Reserve Fund to the Certificate Fund pursuant to Section 3.06 of the Trust Agreement to cure a deficiency in the Certificate Fund as a result of an event of default under Section 12 hereunder; all amounts payable pursuant to this subparagraph (4) shall be paid by the City within seven (7) days following such event of default;

(5) To the Trustee, an amount equal to any amount necessary to cause the amount of any Qualified Surety Bond (as such term is defined in the Trust Agreement) to be reinstated following a draw under any Qualified Surety Bond; all amounts payable pursuant to this subparagraph (5) shall be paid by the State within seven (7) days following any such draw; and

(6) Any other fees, costs or expenses incurred by the Lessor in connection with the execution, performance or enforcement of this Lease or any assignment hereof or the Trust Agreement or any of the transactions contemplated hereby or thereby or related to the Project, including, without limitation, any

amounts (not otherwise paid or provided for out of the proceeds of the sale of the Certificates) which may become due.

Amounts constituting Additional Rental payable hereunder shall be paid by the City directly to the person or persons to whom such amounts shall be payable. The City shall pay all such amounts when due or at such later time as such amounts may be paid without penalty and not later than \_\_\_\_\_ 2 of each year shall furnish to the Trustee a certificate stating that any such amounts have been paid or that no such amounts were due.

### **SECTION 3.2 Consideration.**

The payments of Base Rental and Additional Rental under this Lease attributable to each Fiscal Year or portion thereof during the Lease Term shall constitute the total rental for such Fiscal Year or portion thereof and shall be paid by the City for and in consideration of the right to the use and occupancy, and the continued quiet use and enjoyment, of the Project by the City for and during such Fiscal Year or portion thereof. The parties hereto have agreed and determined that such total rental is not in excess of the total fair rental value of the Project.

In making such determination, consideration has been given to the Acquisition Costs and financing of the Project, the uses and purposes served by the Project, and the benefits therefrom that will accrue to the parties by reason of this Lease and to the general public by reason of the City's use of the Project.

### **SECTION 3.3 City's Obligation.**

As the City deems the existence and operation of the Project to comprise an essential part of its governmental functions, the City hereby covenants to take such action as may be necessary to include all Base Rental and Additional Rental due hereunder in its annual budget and to make the necessary annual appropriations for all such Base Rental and Additional Rental until all principal of and interest on the Certificates shall have been paid or all obligations of the City under the Trust Agreement have been satisfied and terminated. This covenant is specifically subject to the express limitation contained in the following paragraph.

The obligation of the City to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the City in accordance with the terms of said Lease. Provided, however, so long as no default of any monetary obligation of the City has occurred, the City's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the City to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the City beyond such current and specific appropriation. The Governing Body, in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or

certificates of the Governing Body or for any other purpose whatsoever. The City has not pledged or levied any form of taxation for the payment of Outstanding Certificates.

The obligation of the City under this Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the City, the State or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

#### **SECTION 3.4 Payment; Credit.**

Amounts necessary to pay Base Rental shall be deposited by the City on or before the Rental Deposit Date as set forth in Section 3.1(i) in lawful money of the United States of America, at the office of the Trustee in \_\_\_\_\_, or at such other place or places as may be established in accordance with the Trust Agreement. Any amount necessary to pay any Base Rental or portion thereof which is not so deposited shall remain due and payable until received by the Trustee. Notwithstanding any dispute between the City and the Lessor hereunder, and subject to the provisions in Section 3.3 above, the City shall make all rental payments when due and shall not withhold any rental payments pending the final resolution of such dispute or for any other reason whatsoever. Except as provided in Section 3.3 above, the City's obligation to make rental payments in the amounts and on the terms and conditions specified hereunder shall be absolute and unconditional without any right of setoff or counterclaim. Amounts required to be deposited with the Trustee pursuant to this Section 3.4 on or before any Rental Deposit Date shall be reduced to the extent of amounts on deposit on such Rental Deposit Date in the Interest Account and Principal Account in the Certificate Fund established under the Trust Agreement.

#### **SECTION 3.5 No Rental Abatement.**

Except as provided in Section 3.3 above, the obligations of the City to make the payments required in Section 3 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of whether the Project shall have been entirely completed at the time the first payments become due hereunder and regardless of the continued existence of the Project in physical condition satisfactory to the City. Until such time as the principal of, premium, if any and interest on the Certificates shall have been fully paid or all the City's obligations hereunder satisfied and defeased, and except as provided in Section 3.3 above, the City (1) shall not diminish, suspend or discontinue any payments provided for in Section 3 hereof, (2) shall perform and observe all of its other agreements contained in this Lease, and (3) shall not terminate this Lease for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, condemnation, destruction of or damage to the Project, frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease. Nothing contained in this Section shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained; and in the event the Corporation shall fail to perform any such agreement on its part, the City may institute such action against the Corporation as the City may deem necessary to compel performance or recover its damages for nonperformance so long as such action shall not do violence to the agreements on the part of the City contained in the next two preceding sentences.

The City may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights of possession, occupancy and use hereunder, and in such event the Corporation hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Corporation in any such action or proceeding if the City shall so request.

**SECTION 3.6 Triple Net Lease.**

This Lease is intended to be a triple net lease. The City agrees that the rental payments provided for herein shall be an absolute net return to the Lessor free and clear of any taxes, insurance premiums, expenses, charges or set-offs whatsoever.

**SECTION 4. Affirmative Covenants of the Corporation and the City.**

The Corporation and the City are entering into this Lease in consideration of, among other things, the following covenants:

**SECTION 4.1 Construction of Improvements.**

The Corporation agrees to cause the Improvements and related facilities to be constructed and installed in accordance with this Lease, and the Corporation will provide for, or cause to be provided for, the complete design, construction, expansion, remodeling, enlarging, equipping, delivery and installation of the Improvements and related facilities under the terms of this Lease. Payment for the Acquisition Costs shall be made from money deposited in the General Account within the Construction and Acquisition Fund which shall be disbursed for this purpose in accordance with the Trust Agreement. The Corporation and the City agree that the unexpended money remaining in the General Account within the Construction and Acquisition Fund shall, upon payment in full of all Acquisition Costs, be applied solely in accordance with the provisions of the Trust Agreement.

**SECTION 4.2 Replacement, Maintenance and Repairs.**

The City shall, at its own expense, during the term of this Lease maintain the Project, or cause the same to be maintained, in good order, condition and repair and shall replace any portion of the Project which is destroyed; provided, that the City shall not be required to repair or replace any such portion of the Project pursuant to this Section 4.2 if there shall be applied to the redemption of Certificates insurance proceeds or other lawfully available funds sufficient to redeem (i) all of the Certificates Outstanding, or (ii) any portion thereof and the rental payments allocable to the remaining portion of the Project equals the pro-rata portion of Base Rental allocable to the Certificates Outstanding after such redemption. The City shall provide or cause to be provided all security service, custodial service, janitorial service and other services necessary for the proper upkeep and maintenance of the Project. It is understood and agreed that in consideration of the payment by the City of the rental herein provided for, the City is entitled to occupy the Project and no other party shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Project during the Lease Term. The Lessor shall not be required at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to the

Project. The City hereby expressly waives the right to make repairs or to perform maintenance of the Project at the expense of the Lessor. The City shall keep the Project free and clear of all liens, charges and encumbrances, subject only to the provisions of Section 4.5 hereof.

#### **SECTION 4.3 Utilities.**

The City shall pay for the furnishing of all utilities which may be used in or upon the Project during the Lease Term. Such payment shall be made by the City directly to the respective utility companies furnishing such utility services or products, under such contract or contracts therefor as the City may make.

#### **SECTION 4.4 Insurance.**

The City shall secure and maintain or cause to be secured and maintained at all times with insurers of recognized responsibility or through a program of self-insurance to the extent specifically permitted in this Section 4.4, all coverage on the Project required by this Section 4.4.

Such insurance shall consist of:

(i) Property and casualty insurance for the Project in an amount (except as provided below) equal to the replacement cost of the Project. Such coverage must apply exclusively to the Project and must be available to repair/rebuild the Project under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Project shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the City. The policy must explicitly waive any co-insurance penalty.

(ii) To the extent sovereign immunity is waived, Comprehensive general liability coverage against claims for damages including death, personal injury, bodily injury, or property damage arising from operations involving the Project, in an amount recommended from time to time by the City's risk management officer or an independent insurance consultant retained by the City for that purpose; provided, however, that, the City's obligations under this clause (ii) may be satisfied by self-insurance in an amount based on the recommendation of an independent insurance consultant retained by the City and which complies with any requirements of the Insurer regarding self-insurance;

(iii) [From and after the substantial completion of the Project which shall be evidenced by a Certificate of Completion, boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed in the Project in an amount not less than \$1,000,000.00 per accident;]

(iv) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of Mississippi; provided, however, that the City's obligations under this clause (iv) may be satisfied by self-insurance; and

(v) Title insurance in an amount equal to the par value of the Certificates. No self-insurance is permitted with respect to the above requirements for title insurance.

All policies or certificates issued by the respective insurers for insurance, with the exception of workers' compensation insurance, shall provide that such policies or certificates shall not be canceled or materially changed without at least 30 days' prior written notice to the Trustee. On or before \_\_\_\_\_ 2 of any Lease Year, the City shall deposit with the Trustee a certificate of a City Representative stating that the City is in compliance with the insurance requirements set forth in this Section 4.4.

All required insurance policies must be provided by a commercial insurer rated A by Best or in the two highest rating categories of Standard & Poor's Ratings Group and Moody's.

All policies or certificates of insurance provided for herein shall name the City as a named insured, and shall name the Corporation and its directors and the Trustee as additional insureds. In addition, the policies or certificates of insurance required to be maintained under clauses (i) and (iii) shall name the Trustee as loss payee. All proceeds of insurance maintained under clauses (i), (ii) and (v) above, shall be deposited with the Trustee for application pursuant to the Trust Agreement. All proceeds of insurance maintained under clauses (ii) and (iv) shall be deposited with the City.

#### **SECTION 4.5 Liens.**

The Corporation, and upon completion of the Project the City, shall promptly pay or cause to be paid all sums of money that may become due for any labor, services, materials, supplies or equipment furnished or to be furnished to or for, in, upon or about the Project and which may be secured by any mechanic's, materialman's or other lien against the Project, or the interest of the Lessor therein, and shall cause each such lien to be fully discharged and released; provided, however, that the City or the Lessor may (i) contest any such claim or lien without payment thereof so long as such non-payment and contest stays execution or enforcement of the lien, but if such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not stayed, or if stayed and the stay thereafter expires, then and in such event the City shall forthwith pay and discharge such judgment or lien; or (ii) delay payment without contest so long as and to the extent that such delay will not result in the imposition of any penalty.

#### **SECTION 4.6 Laws and Ordinances.**

The City agrees to observe and comply with all rules, regulations and laws applicable to the City with respect to the Project and the operation thereof. The cost, if any, of such observance and compliance shall be borne by the City, and the Lessor shall not be liable therefor. The City agrees further to place, keep, use, maintain and operate the Project in such a manner and condition as will provide for the safety of its agents, employees, invitees, subtenants, licensees and the public.

#### **SECTION 5. Application of Property Insurance Proceeds.**

Proceeds of Property Insurance received in respect of destruction of or damage to the Project by fire or other casualty or event shall be paid to the Trustee for application in accordance with the provisions of Section 3.09 of the Trust Agreement.

**SECTION 6. Eminent Domain.**

If the Project, or any portion thereof, shall be taken under the power of eminent domain, then this Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary. Any award made in eminent domain proceedings for the taking shall be paid to the Trustee for application in accordance with the provisions of Section 3.09 of the Trust Agreement.

**SECTION 7. Assignment and Lease.**

(a) The City shall not mortgage, pledge, assign or transfer any interest of the City in this Lease by voluntary act or by operation of law, or otherwise; provided, however, that the City may, subject to compliance with Section 7.05 of the Trust Agreement, sublease all or any portion of the Project, may grant concessions to others involving the use of any portion of the Project, whether such concessions purport to convey a leasehold interest or a license to use a portion of the Project, and may assign its right to purchase the Project pursuant to Section 15 hereof. The City shall at all times remain liable for the performance of the covenants and conditions on its part to be performed under this Lease, notwithstanding any subletting or granting of concessions which may be made. Nothing herein contained shall be construed to relieve the City from its obligation to pay Base Rental and Additional Rental as provided in this Lease or to relieve the City from any other obligations contained herein.

(b) The Corporation shall, concurrently with the execution hereof, assign all of its rights, title and interest (other than its obligation to have the Project constructed and its rights to indemnification and payment or reimbursement for any costs or expenses) in and to this Lease, including, without limitation, its right to receive Base Rental or Additional Rental payable hereunder, to the Trustee pursuant to the Assignment Agreement, and the City hereby approves such assignment. The parties hereto further agree to execute any and all documents necessary and proper in connection therewith.

**SECTION 8. Additions and Improvements.**

Subject to compliance with Section 7.05 of the Trust Agreement, the City shall have the right during the Lease Term to make any additions or improvements to the Project, to attach fixtures, structures or signs, and to affix any personal property to the Project, so long as the fair market value of the Project is not thereby reduced.

**SECTION 9. Right of Entry.**

Representatives of the Lessor shall, subject to reasonable security precautions, have the right to enter upon the Project during reasonable business hours (and in an emergency at all times) (i) to inspect the same, (ii) for any purpose connected with the rights or obligations of the Lessor under this Lease, or (iii) for all other lawful purposes.

**SECTION 10. Quiet Enjoyment.**

The Lessor covenants and agrees that the City, by keeping and performing the covenants and agreements herein contained, shall, at all times during the Lease Term, peaceably and quietly have, hold, and enjoy the Project.

**SECTION 11. Default by City; Remedies.**

(a) Default. If the City shall (i) fail to deposit with the Trustee any Base Rental payment required to be so deposited pursuant to Sections 3.1(i) or 3.1(ii)(4) hereof by the close of business on the day such deposit is required to be made pursuant to Sections 3.1(i) or 3.1(ii)(4) hereof, (ii) fail to pay any item of Additional Rental as and when the same shall become due and payable pursuant to Section 3.1(ii)(1), (2), (3) or (4) hereof, or (iii) breach any other terms, covenants or conditions contained herein or in the Trust Agreement and shall fail to remedy any such breach with all reasonable dispatch within a period of 30 days after written notice thereof from the Lessor to the City, then and in any such event the City shall be deemed to be in default hereunder; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the City within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of any Owner.

(b) Remedies. Upon an event of default as defined in Section 12 (a) above, the Lessor shall have the right to (i) terminate this Lease, (ii) re-enter the Project, (iii) eject all parties in possession therefrom and (iv) relet the Project or sell the Improvements, subject to the Ground Lease. Notwithstanding anything herein to the contrary, in no event will the Lessor be entitled to, nor will the City be liable for, any deficiency resulting from said reletting of the Project or sale of the Improvements, or from the continuation of this Lease by the Lessor, beyond the amount of the specific appropriation, if any, by the City for the Project for the Fiscal Year in which the default occurred reduced by the amount of said current and specific appropriation disbursed by the City in accordance with the terms of this Lease and the Trust Agreement.

All damages and other payments received by the Lessor pursuant to the exercise of its rights and remedies pursuant to this Section 12 shall be applied in the manner set forth in Section 8.09 of the Trust Agreement.

(c) Limitations. Notwithstanding any other provision of this Lease or the Trust Agreement, in no event shall the Lessor have the right to accelerate the payment of any Base Rental hereunder.

(d) Remedies Cumulative. Each and every remedy of the Lessor or any assignee of the rights of the Lessor hereunder is cumulative and the exercise of one remedy shall not impair the right of the Lessor or its assignee to any or all other remedies. If any statute or rule validly shall limit the remedies given to the Lessor or any assignee of the rights of the Lessor hereunder, the Lessor or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

**SECTION 12. Waiver.**

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

**SECTION 13. Option to Purchase.**

The City shall have the exclusive right and option, which shall be irrevocable during the Lease Term, to purchase the Lessor's interest in the Project on any Business Day, upon payment to the Trustee of the Option Price, but only if the City is not in default under this Lease or the Trust Agreement and only in the manner provided in this Section 15.

On any Business Day as to which the City shall have exercised the option granted it pursuant hereto, and shall have paid or made provision for the payment to the Trustee of the required Option Price, the Lessor shall execute and deliver to the City a quitclaim deed conveying to the City or its nominee Lessor's interest so purchased. If the City shall exercise the option provided in this Section prior to the expiration of the Lease Term, and the Lessor shall execute and deliver the quitclaim deed as aforesaid, then this Lease shall terminate, but such termination shall not affect the City's obligation to pay the Option Price to the Trustee on the terms herein set forth.

**SECTION 14. Validity.**

If any one or more of the terms, provisions, promises, covenants or conditions of this Lease shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions, promises, covenants and conditions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

If for any reason this Lease is held by a court of competent jurisdiction void, voidable, or unenforceable by the Lessor or by the City, or if for any reason it is held by such a court that any of the covenants and agreements of the City hereunder, including the covenant to pay Base Rental and Additional Rental hereunder, is unenforceable for the full Lease Term, then and in such event for and in consideration of the right of the City to possess, occupy and use the Project, which right in such event is hereby granted, this Lease shall thereupon become and shall be deemed to be a lease from year to year under which the annual Base Rental payments and Additional Rental payments herein specified will be paid by the City.

**SECTION 15. Execution.**

This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Lease.

**SECTION 16. Law Governing.**

This Lease is made in the State under the Constitution and laws of the State and is to be so construed.

**SECTION 17. Notices.**

Except as otherwise provided in the Lease, all notices under this Lease by any party shall be in writing and shall be sufficiently given and served if delivered by hand directly to the offices named below or sent by United States first class mail postage prepaid and addressed as follows:

- (i) if to the City, to \_\_\_\_\_;
- (ii) if to the Corporation, to \_\_\_\_\_, Attention: \_\_\_\_\_;
- (iii) if to the Trustee, to \_\_\_\_\_ Attention: Corporate Trust Department.

**SECTION 18. Amendment.**

This Lease may be amended only in accordance with and as permitted by the terms of Section 6.02 of the Trust Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

CITY OF STARKVILLE, MISSISSIPPI

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

ATTEST:

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

[CORPORATION]

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Parker Wiseman and \_\_\_\_\_, who acknowledged to me that they are Mayor and City Clerk, respectively, of the **CITY OF STARKVILLE, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said City and as its official act and deed, being duly authorized so to do.

**GIVEN UNDER MY HAND** and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

---

NOTARY PUBLIC

My Commission Expires:

---

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that she is the President of the \_\_\_\_\_ and that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

---

NOTARY PUBLIC

My Commission Expires:

---

**EXHIBIT A**

**DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS**

**REAL PROPERTY DESCRIPTION**

**DESCRIPTION OF THE IMPROVEMENTS**

**EXHIBIT B**  
**RENTAL PAYMENTS**



EXHIBIT D  
AGENCY AGREEMENT

**AGENCY AGREEMENT**

**DATED AS OF \_\_\_\_\_ 1, 20\_\_**

**by and between**

---

**and**

**CITY OF STARKVILLE, MISSISSIPPI**

**Prepared by:**

**JONES, WALKER, WAECHTER, POITEVENT, CARRÈRE & DENÈGRE L.L.P.**

THIS AGENCY AGREEMENT is entered into as of \_\_\_\_\_ 1, 20\_\_ , by and between the \_\_\_\_\_ (the "Corporation") and the **CITY OF STARKVILLE, MISSISSIPPI** (the "Municipality"), a political subdivision of the State of Mississippi (the "State").

**WITNESSETH:**

WHEREAS, the Municipality and the Corporation have entered into a Ground Lease (the "Ground Lease"), dated as of the date hereof, pursuant to which the Municipality agrees to lease a certain parcel of real property located in the Municipality, as described therein and in **EXHIBIT A** (the "Property"), to the Corporation;

WHEREAS, the Municipality and the Corporation have entered into a Lease and Option to Purchase, dated as of the date hereof (the "Lease"), pursuant to which the Corporation agrees to cause certain public facilities to be constructed, acquired, delivered and installed on the Property (collectively, the "Project") and the Municipality agrees to lease the Project from the Corporation;

WHEREAS, the Corporation has transferred all of its right, title and interest in the Ground Lease and the Lease to \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, as the trustee (the "Trustee"), excepting only its obligation to construct the Project.

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, the parties hereto agree as follows:

**SECTION 1. Definitions.**

The terms capitalized in this Agency Agreement shall have the meanings given to them in the Lease and in the Trust Agreement, dated as of \_\_\_\_\_ 1, 20\_\_ , by and between the Municipality and the Trustee (the "Trust Agreement").

**SECTION 2. Appointment.**

The Corporation hereby irrevocably appoints the Municipality as its agent in connection with the acquisition, construction, delivery, renovations and installation of the Project. The Municipality, as the agent of the Corporation for the foregoing purpose, shall cause the acquisition, construction, delivery and installation of the Project to be completed in accordance with the Lease and any applicable requirements of governmental authorities and law.

**SECTION 3. Acceptance.**

The Municipality does hereby accept the foregoing appointment as agent of the Corporation for the purposes set forth in Section 2 hereof.

**SECTION 4. Change Orders.**

The Municipality may approve changes in the plans and specifications of the Project, so long as any such change does not, and all such changes as a whole do not, (i) or substantially

alter the nature of the Project, (ii) increase the total cost of the construction and acquisition of the Project to an amount in excess of \$8,000,000, unless the Municipality contributes or makes available an amount equal to such excess to the Construction and Acquisition Fund or (iii) otherwise materially alter the terms and conditions set forth in the Lease. The Municipality shall promptly process and act upon any request for change orders. All changes in plans and specifications shall be approved in writing by the Municipality and shall be deemed part of the plans.

**SECTION 5. Payment of Acquisition Costs.**

Payment for the costs of constructing and installing the Project shall be made from the moneys deposited in the Construction and Acquisition Fund which shall be disbursed for this purpose in accordance and upon compliance with the Trust Agreement.

**SECTION 6. Liquidation Damages.**

The Corporation and the Municipality as its agent, shall deposit or cause to be deposited in the Contingency Account all liquidation damages received by the Corporation or the Municipality as its agent pursuant to the General Construction Contract.

**SECTION 7. Unexpended Moneys.**

The Municipality and the Corporation agree that the unexpended moneys remaining in the Construction and Acquisition Fund shall, upon payment in full of all costs of constructing and installing the Project, be applied solely in accordance with the provisions of the Trust Agreement.

**SECTION 8. Compliance with Laws.**

The Municipality will comply with and keep in effect and will cause any contractors to comply with and keep in effect all permits and approvals obtained from any governmental bodies that relate to the lawful construction of the Project. The Municipality will comply and cause any contractors to comply with all applicable laws, regulations, orders and requirements of all governmental, judicial or legal authorities having jurisdiction over the Project, and with all recorded restrictions affecting the Project.

**SECTION 9. Cooperation with the Municipality.**

The Corporation will cooperate at all times with the Municipality in bringing about the timely completion of the Project.

**SECTION 10. Indemnification and Hold Harmless Agreement.**

The Municipality hereby agrees to hold harmless the Corporation and its officers and directors against any and all liabilities to the extent allowed by law which might arise out of or are related to the Property, the Project, or the Certificates, and the Municipality further agrees to defend any party in any action arising out of or related to the Property, the Project and the Certificates.

**SECTION 11. Effective Date.**

This Agency Agreement shall become effective as of the date of its execution by the Municipality and the Corporation and shall remain in full force and effect during the term of the Lease, until completion of the construction, acquisition, delivery and installation of the Project as evidenced by the delivery by the Municipality to the Trustee of the Certificate of Completion. All actions of the Municipality taken prior to the effective date of this Agency Agreement with regard to the construction, acquisition, delivery and installation of the Project are hereby ratified and confirmed.

**SECTION 12. Execution in Counterparts.**

This Agency Agreement, dated \_\_\_\_\_ 1, 20\_\_, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agency Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

CITY OF STARKVILLE, MISSISSIPPI

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

ATTEST:

\_\_\_\_\_  
Markeeta Outlaw, City Clerk

[CORPORATION]

\_\_\_\_\_  
, President

ATTEST:

\_\_\_\_\_  
, Secretary

Signature page to Agency Agreement, dated \_\_\_\_\_ 1, 20\_\_ , by and between City of Starkville, Mississippi and [Corporation].

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Parker Wiseman and Markeeta Outlaw, who acknowledged to me that they are Mayor and City Clerk, respectively, of the **CITY OF STARKVILLE, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said City and as its official act and deed, being duly authorized so to do.

**GIVEN UNDER MY HAND** and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that she is the President of the [Corporation] and that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

EXHIBIT E  
TRUST AGREEMENT

TRUST AGREEMENT

Dated as of \_\_\_\_\_ 1, 20\_\_

By and Between

\_\_\_\_\_ BANK  
\_\_\_\_\_, MISSISSIPPI  
as Trustee

and

CITY OF STARKVILLE, MISSISSIPPI

Prepared by:  
Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P.  
190 East Capitol Street, Suite 800  
Jackson, Mississippi 39201

INDEXING INSTRUCTIONS: The within described property is located at Northwest corner of the \_\_\_ ¼ of the \_\_\_ 1/4 of Section \_\_, Township \_\_\_\_, Range \_\_\_\_, Oktibbeha County, Mississippi.

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EXHIBIT A - FORM OF CERTIFICATE OF PARTICIPATION

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EXHIBIT D - REAL PROPERTY DESCRIPTION

## **TRUST AGREEMENT**

**THIS TRUST AGREEMENT** dated as of \_\_\_\_\_ 1, 20\_\_, is by and between \_\_\_\_\_ **BANK**, \_\_\_\_\_, **MISSISSIPPI**, a \_\_\_\_\_ banking corporation organized and existing under the laws of \_\_\_\_\_, as Trustee (the "Trustee"), and **CITY OF STARKVILLE, MISSISSIPPI** (the "City"), a political subdivision of the State of Mississippi (the "State").

### **WITNESSETH**

**WHEREAS**, \_\_\_\_\_ ("the Corporation") and the City have entered into a Lease and Option to Purchase, dated as of \_\_\_\_\_ 1, 20\_\_ (the "Lease"), pursuant to which the City agrees to lease for City purposes certain real property as described therein (the "Property") and the improvements to be constructed on the Property (collectively, the "Project"), and the Corporation agrees to lease the Project to the City, all as authorized by Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"); and

**WHEREAS**, the Corporation has transferred all of its rights, title, claims, proceeds, rents and interest in and to the Lease, including the right to receive certain rental payments due thereunder (the "Base Rental"), to the Trustee for the benefit of the owners (the "Owners") of the certificates of participation to be executed and delivered by the Trustee pursuant to this Trust Agreement (the "Certificates"); and

**WHEREAS**, the Trustee shall execute and deliver the Certificates evidencing proportionate interests in the Lease, including the right to receive Base Rental payable thereunder, and shall undertake such other responsibilities as are assigned to the Trustee pursuant to this Trust Agreement; and

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Trust Agreement do exist, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Trust Agreement.

**NOW, THEREFORE**, in consideration of the premises, of the acceptance by the Trustee of its duties hereby imposed, and of the purchase and acceptance of the Certificates by the Owners thereof, and to fix and declare the terms and conditions upon which the Certificates are to be executed, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, and to secure the payment of the Certificates and the interest with respect thereto according to their tenor, purport and effect, and to secure the performance and observance of all of the covenants, agreements and conditions contained therein, herein and in the Lease, the City by these presents does hereby grant, bargain, release, convey, assign, transfer and pledge unto the Trustee for the benefit of the Owners all its right, title and interest in and to all amounts on hand from time to time in the funds and accounts established hereunder and any additional property that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the City or by anyone on its behalf, subject only to

the provisions of this Trust Agreement and the Lease.

To have and to hold all of the above unto the Trustee and its successors and assigns forever for the equal and ratable benefit of the Owners from time to time of all the Certificates executed and delivered hereunder and Outstanding, without any priority of any one Certificate over any other, upon the trusts and subject to the covenants and conditions hereinafter set forth.

**NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH:**

## **ARTICLE 1**

### **APPOINTMENT OF TRUSTEE; DEFINITIONS**

#### **Section 1.01 Appointment of Trustee.**

\_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, is hereby appointed and employed to act solely as set forth herein, to receive, hold and disburse in accordance with the terms hereof the money to be paid to it, to execute and deliver Certificates representing proportionate interests in the Lease, including the Base Rental payable thereunder, to apply and disburse payments received pursuant to the Lease to Owners of such Certificates, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Trust Agreement, the Trustee accepts the duties and obligations provided herein, but only upon the terms and conditions herein set forth.

#### **Section 1.02 Definitions.**

Unless the context otherwise requires, the terms defined in Section 1 of the Lease shall have the same meanings in this Trust Agreement. In addition, the terms defined in this Section 1.02 shall, for all purposes of this Trust Agreement, have the following respective meanings unless the context otherwise requires:

"Acquisition Costs" means, with respect to the Project and related facilities, the contract price paid or to be paid to or at the direction of the Contractor for the design, construction, expansion, remodeling, enlarging and equipping and delivery of the Project and related facilities, in accordance with the General Construction Contract, and includes reimbursement to the City and the Corporation for any payments made by the City and the Corporation prior to the execution of the Lease. Acquisition Costs also include the cost of the site of the Project, the costs of site preparation necessary for the construction and installation of the Project and related facilities, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Lease, the Assignment Agreement and the Trust Agreement, and any and all agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction, expansion, remodeling, enlarging and equipping and financing of the Project and related facilities. [Acquisition Costs also include capitalized interest for the period of construction plus one (1) year, less any amounts on deposit in the Interest Account for capitalized interest.]

"Additional Rental" means the amounts referred to as Additional Rental under Section 3.1(ii) of the Lease.

"Base Rental Fund" means the Base Rental Fund established pursuant to Section 3.03 of this Trust Agreement.

"Bond Counsel" means Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P., Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the City of Starkville Courthouse is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"Certificate Fund" means the Certificate Fund established pursuant to Section 3.04 of this Trust Agreement.

"Certificate Obligation" means, as of any date of calculation, with respect to any Outstanding Certificate, the principal amount with respect thereto.

"Certificate of Completion" means the notice filed with the Trustee by the City Representative, stating that the Improvements have been substantially completed, but reserving rights of the City against third parties.

"Certificate Register" means the records referred to in Section 2.08 of this Trust Agreement.

"Certificates" means the \$ \_\_\_\_\_ Certificates of Participation (City of Starkville, Mississippi Public Buildings Project), Series 2012, dated \_\_\_\_\_ 1, 20\_\_\_, and executed and delivered by the Trustee pursuant to this Trust Agreement.

"City" means the City of Starkville, Mississippi.

"City Representative" means the Mayor, the City Clerk, or another official designated by such officer and authorized to act on behalf of the City under or with respect to this Trust Agreement and all other agreements related hereto.

"Closing Date" means \_\_\_\_\_, 2012, or such later date as may be set by the parties hereto.

"Code" means the Internal Revenue Code of 1986, as amended, and any Regulations promulgated thereunder and pursuant thereto.

"Construction and Acquisition Fund" means the Construction and Acquisition Fund established pursuant to Section 3.02 of this Trust Agreement.

"Contingency Account" means the Contingency Account established within the Certificate Fund pursuant to Section 3.04 of this Trust Agreement.

"Contractor" means \_\_\_\_\_, the general contractor for the Project.

"Corporation" means the corporation or other special purpose entity formed to facilitate leasing of the Project by the Municipality and the issuance of the Certificates.

"Corporation Representative" means any director or officer of the Corporation authorized to act on behalf of the Corporation under and with respect to this Trust Agreement and all other agreements related hereto.

"Costs of Issuance" means all of the costs of issuing the Certificates, including, but not limited to, all printing and document preparation expenses in connection with this Trust Agreement, the Lease, the Assignment Agreement, the Certificates, the preliminary official statement and the official statement pertaining to the Certificates and any and all other agreements, instruments, certificates, or other documents issued in connection therewith; rating agency fees; CUSIP Service Bureau charges; market study fees; costs of municipal bond insurance premium or surety bond premium, if any; underwriter fees; legal fees and expenses of counsel with respect to the financing of the Project; any computer and other expenses incurred in connection with the Certificates; the initial fees and expenses of the Trustee and any paying agent (including without limitation, origination fees and first annual fees payable in advance); and other fees and expenses incurred in connection with the issuance of the Certificates or the implementation of the financing for the Project.

"Costs of Issuance Account" means the Costs of Issuance Account established within the Construction and Acquisition Fund pursuant to Section 3.02 of this Trust Agreement.

"General Account" means the account established within the Construction and Acquisition Fund pursuant to Section 3.02 of this Trust Agreement.

"General Construction Contract" means the contract or contracts entered into with the Contractor with respect to the design, construction, expansion, remodeling, enlarging, equipping and delivery of the Project and related facilities.

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

"Interest Account" means the Interest Account established within the Certificate Fund pursuant to Section 3.04 of this Trust Agreement.

"Interest Payment Date" means \_\_\_\_\_ 1 and \_\_\_\_\_ 1 each year, commencing \_\_\_\_\_ 1, 20\_\_, until the maturity or earlier redemption date of the Certificates.

"Investment Earnings" means investment earnings received in respect of money on deposit in any fund or account established hereunder.

"Lease" means the Lease and Option to Purchase dated as of \_\_\_\_\_ 1, 20\_\_ by and between the Corporation as lessor and the City as lessee whereby the City leases the Property from the Corporation.

"Lease Year" means the period from the Closing Date through July 1, 2013, and thereafter each twelve month period from each July 2 to and including the following July 1 during the Lease Term.

"Original Purchaser" means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

"Outstanding" when used as of any particular time with respect to Certificates, means all Certificates theretofore executed and delivered by the Trustee under this Trust Agreement except:

(1) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(2) Certificates for payment or repayment of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Trustee in accordance with Section 10.01 hereof (whether on or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided herein or provision satisfactory to the Trustee shall have been made for the giving of notice; and

(3) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to this Trust Agreement.

"Owner" means the registered owner, as indicated in the Certificate Register, of any Certificate.

"Paying Agent" shall mean any bank, trust company or other institution designated by the City, for the payment of principal of and interest on the Certificates and which shall initially be the same entity as the Trustee.

"Principal Account" means the Principal Account established within the Certificate Fund pursuant to Section 3.04 of this Trust Agreement.

"Project" means, collectively, the Property and the Improvements to be constructed on the Property and equipment and furnishings to be acquired and installed on the Property with the proceeds of the Certificates.

"Property" means the real property described in **EXHIBIT D** hereto.

"Property Insurance" means the insurance required to be maintained by the City under Section 4.4 of the Lease.

"Qualified Investments" means and includes all securities, instruments and the like in which the City is authorized to invest its funds in accordance with applicable State law and the rules and regulations promulgated by the State Treasurer pursuant to Section 31-19-5, Mississippi Code of 1972, as amended.

"Qualified Surety Bond" means a surety bond issued by an insurance company which is rated in the highest rating category by Standard & Poor's Ratings Group (or its successor) or Moody's Investors Service, Inc. (or its successor).

"Record Date" means the fifteenth (15th) day of the month next preceding an Interest Payment Date, whether or not a Business Day.

"Redemption Account" means the Redemption Account established within the Certificate Fund pursuant to Section 3.04 of this Trust Agreement.

"Special Account" means the Special Account established by the Trustee pursuant to Section 3.07 for the purposes described therein.

"Total Maturity Amount" means, with respect to any Outstanding Certificate, the aggregate principal amount thereof.

**Section 1.03 Rules of Construction.**

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies; as well as natural persons.

**Section 1.04 Authorization.**

Each of the parties hereby represents and warrants that it has full legal, authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution and delivery of this Trust Agreement.

**ARTICLE 2**

**CERTIFICATES OF PARTICIPATION**

**Section 2.01 Designation.**

The Trustee is hereby authorized and directed by the Corporation and the City to prepare, execute, authenticate and deliver the Certificates in the form set forth in **EXHIBIT A** hereto in the aggregate principal amount of \$\_\_\_\_\_ evidencing undivided fractional interests of the Owners thereof in each of the Base Rental payments to be made by the City under the Lease to the Original Purchaser pursuant to the terms of this Trust Agreement.

**Section 2.02 Description of Certificates.**

The Certificates shall be registered (in book-entry form) as to both principal and interest; shall be dated as of \_\_\_\_\_ 1, 20\_\_; shall be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified, payable on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_; and

shall mature and become due and payable on \_\_\_\_\_ 1 in the years and in the principal amounts as follows:

MATURING	PRINCIPAL	INTEREST	MATURING	PRINCIPAL	INTEREST
	AMOUNT	RATE		AMOUNT	RATE

Interest with respect to each Certificate shall accrue from the Interest Payment Date next preceding the date of execution thereof, unless (i) it is executed after a Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is executed prior to the close of business on the first Record Date, in which event interest with respect thereto shall be payable from \_\_\_\_\_ 1, 20\_\_ ; provided, however, that if at the time of registration of any Certificate interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

Interest with respect to any Certificate shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date, such interest to be paid by check or draft of the Trustee, mailed on the Interest Payment Date to the Owner by first class mail, postage prepaid, at his address as it appears on the Certificate Register. Payments of defaulted interest shall be paid by check or draft to the Owners of the Certificates as of a special record date to be fixed by the Trustee, notice of which special record date shall be given to the Owners of the Certificates not less than ten days prior thereto. Principal and premium, if any, with respect to any Certificate are payable upon surrender thereof at maturity or earlier redemption at the corporate trust office of the Trustee in \_\_\_\_\_, Mississippi, or at the office of any paying agent. The principal, premium, if any, and interest with respect to the Certificates shall be payable in lawful money of the United States of America.

**Section 2.03 Form.**

The Certificates shall be substantially in the form set forth in **EXHIBIT A** attached hereto and incorporated herein by reference, with such appropriate variations, omissions, and insertions as are permitted or required by this Trust Agreement.

**Section 2.04 Execution.**

The Certificates shall be executed by and in the name of the Trustee by the manual or facsimile signature of an authorized signatory of the Trustee. Only such Certificates as shall be so executed and dated by the Trustee shall be valid for any purpose or entitled to the benefits of this Trust Agreement.

**Section 2.05 Transfer and Exchange.**

The registration of any Certificate may be transferred upon the Certificate Register upon surrender of such Certificate to the Trustee. Such Certificate shall be endorsed or accompanied by delivery of the written instrument of transfer shown in **EXHIBIT A** hereto, duly executed by the Owner or its duly authorized attorney, and payment of such reasonable transfer fees as the Trustee may establish. Upon such registration of transfer, a new Certificate or Certificates, of like tenor and maturity in the same Total Maturity Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The City and the Trustee shall deem and treat the person in whose name any Outstanding Certificate shall be registered upon the Certificate Register as the absolute Owner of such Certificate, whether the principal of or interest with respect to such Certificate shall be overdue or not, for the purpose of receiving payment of principal, premium (if any) and interest with respect to such Certificate and for all other purposes, and any such payments so made to any such Owner or upon such person's order shall be valid and effective to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary. The City agrees, to the extent permitted by law, to indemnify and save the Trustee harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, while acting in good faith and without gross negligence or willful default hereunder, in so treating such Owner.

Certificates may be exchanged at the corporate trust office of the Trustee for Certificates of like tenor, maturity and Total Maturity Amount of other authorized denominations. All Certificates surrendered in any such exchange shall thereupon be canceled by the Trustee. The Trustee may charge the Owner a reasonable sum for each new Certificate executed and delivered upon any exchange and the Trustee may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee shall not be required to register the transfer or exchange of any Certificate that has been called or is subject to being called for redemption, during a period beginning at the opening of business fifteen (15) days before any selection of Certificates to be prepaid through the close of business on the applicable payment date, except for the unredeemed portion of any Certificate prepaid only in part.

**Section 2.06 Certificates Mutilated, Lost, Destroyed or Stolen.**

If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of such Certificate, shall execute and deliver a new Certificate of like tenor and denomination in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled and the Trustee shall deliver a certificate of destruction to the City. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee and, the City has been given, the Trustee shall, at the expense of the Owner, execute and deliver a new Certificate of like tenor and denomination in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Certificate delivered under this Section 2.06 and of the expenses which may be incurred by the Trustee in carrying out its duties under this Section 2.06. Any Certificate executed and delivered under the provisions of this Section 2.06 in lieu of any Certificate claimed to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificates. Notwithstanding any other provision of this Section 2.06, in lieu of delivering a new Certificate in exchange and substitution for a Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, or is about to mature, or has been called for redemption, the Trustee may make payment of the principal of or interest with respect to such Certificate.

**Section 2.07 Execution of Documents and Proof of Ownership.**

Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner. The fact and date of the execution by any Owner or its attorney or agent of any such instrument, and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the person signing such instrument acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of such person's authority.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

**Section 2.08 Certificate Register.**

The Trustee shall keep or cause to be kept at its corporate trust office sufficient records for the registration and registration of transfer of the Certificates, which records shall at all times during regular business hours be open to inspection by the City. Upon presentation for registration of transfer, the Trustee shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Certificates, or cause the same to be registered or cause the registration of the same to be transferred, on such records.

**Section 2.09 Nonpresentment of Certificates.**

Except as otherwise provided in Section 2.10 hereof, in the event any Certificates shall not be presented for payment when the principal thereof becomes due, if funds sufficient to pay such Certificates shall be held by the Trustee for the benefit of the Owner or Owners thereof, all liability of the City to the Owner or Owners thereof for the payment of the portion of Base Rental corresponding to the principal amount of such Certificates shall forthwith cease and be completely discharged and thereupon it shall be the duty of the Trustee to hold such funds (subject to Section 2.10 hereof), without liability for interest thereon, for the benefit of the Owner or Owners of such Certificates who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on, or with respect to, such Certificates.

**Section 2.10 Unclaimed Money.**

All money which the Trustee shall have received from any source and set aside for the purpose of paying or redeeming any of the Certificates shall be held in trust for the respective Owners of such Certificates, but any money which shall be so set aside or deposited by the Trustee and which shall remain unclaimed by the Owners of such Certificates for a period of one year after the date on which any payment or redemption with respect to such Certificates shall have become due and payable shall be paid to the City; provided, however, that the Trustee, before making any such payment, shall at the expense of the City cause notice to be mailed to the Owners of such Certificates, by first-class mail, postage prepaid at their address as shown on the Certificate Register. During any period in which the Trustee holds such unclaimed money, the Trustee shall not be required to invest such money. Thereafter, the Owners of such Certificates shall look only to the City for payment and then only to the extent of the amount so received without any interest thereon, and the Trustee shall have no responsibility with respect to such money.

**Section 2.11 Securities Depository.**

(a) For purposes of this Section the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Certificate, the person in whose name such Certificate is recorded as the beneficial owner of such Certificate by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Certificates.

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

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Certificates as the securities depository.

"Representation Letter" shall mean the Representation Letter(s) from the City and the Trustee to DTC with respect to the Certificates, in the standard form required by DTC.

(b) The Certificates shall be initially issued as separately executed fully registered Certificates, and one Certificate shall be issued in the principal amount of each stated maturity of the Certificates. Upon initial issuance, the ownership of such Certificates shall be registered in the Certificate Register in the name of Cede & Co., as nominee of DTC. The Trustee and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Certificates registered in its name for the purposes of payment of the principal of or interest on the Certificates, selecting the Certificates or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Certificates under this Trust Agreement, registering the transfer of Certificates, and for all other purposes whatsoever; and neither the Trustee nor the City shall be affected by any notice to the contrary. Neither the Trustee nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Certificates under or through DTC or any Participant, or any other person which is not shown on the Certificate Register as being a Registered Owner of any Certificates, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Certificates, with respect to any notice which is permitted or required to be given to Registered Owners of Certificates under this Trust Agreement, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Certificates, or with respect to any consent given or other action taken by DTC as Registered Owner of the Certificates. So long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, the Trustee shall pay all principal of and interest on such Certificate, and shall give all notices with respect to such Certificate, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge all obligations of the City with respect to the principal of and interest on such Certificate to the extent of the sum or sums so paid. No person other than DTC shall receive an executed Certificate for each separate stated maturity evidencing the obligation to make payments of principal and interest thereon. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Certificates will be transferable to such new nominee in accordance with paragraph (d) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Certificates in certificated form, the City may notify DTC and the Trustee, whereupon DTC shall notify the Participants of the availability through DTC of Certificates in certificated form. In such event, the Certificates will be transferable in accordance with paragraph (d) hereof. DTC may determine to discontinue providing its services with respect

to the Certificates at any time by giving notice to the City and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event the Certificates will be transferable in accordance with paragraph (d) hereof.

(d) In the event that any transfer or exchange of Certificates is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Trustee of the Certificates to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Trust Agreement. In the event Certificates in certificated form are issued to Registered Owners other than Cede & Co., its successor as nominee for DTC as Registered Owner of all the Certificates, or another securities depository as Registered Owner of all the Certificates, the provisions of this Trust Agreement shall also apply to all matters relating thereto, including, without limitation, the printing of such Certificates in certificated form and the method of payment of principal of and interest on such Certificates in certificated form.

### ARTICLE 3

#### FUNDS AND ACCOUNTS

##### **Section 3.01 Application of Proceeds of Sale of the Certificates.**

Upon the receipt of payment for the Certificates when the same shall be sold to the Original Purchaser or purchasers thereof, the proceeds of such sale of \$ \_\_\_\_\_ (\$ \_\_\_\_\_ .00 par amount of the Certificates, less a net original discount of \$ \_\_\_\_\_, less Original Purchaser discount of \$ \_\_\_\_\_) shall be paid to the Trustee and deposited as follows:

- (1) The Trustee shall deposit into the Interest Account of the Certificate Fund the sum of \$ \_\_\_\_\_ representing capitalized interest, if any, to be utilized to make interest payments on the Bonds on \_\_\_\_\_ 1, 20\_\_.
- (2) The Trustee shall deposit into the Costs of Issuance Account of the Construction and Acquisition Fund the sum of \$ \_\_\_\_\_.
- (3) The Trustee shall deposit the sum of \$ \_\_\_\_\_ into the General Account of the Construction and Acquisition Fund.

##### **Section 3.02 Establishment and Application of Construction and Acquisition Fund.**

There is hereby established in trust a special fund designated the "Construction and Acquisition Fund," which shall be held by the Trustee and which shall be kept separate and apart from all other funds and money held by the Trustee. Money in the Construction and Acquisition Fund shall be expended for the payment of Acquisition Costs. The Trustee shall administer such fund and the accounts thereof as provided in this Article III. Within the Construction and Acquisition Fund, the Trustee shall establish a Costs of Issuance Account and a General Account:

(1) Costs of Issuance Account. There shall be deposited in the Costs of Issuance Account in the Construction and Acquisition Fund that portion of the proceeds of the Certificates required to be deposited pursuant to Section 3.01 hereof. The Trustee shall disburse money from the Costs of Issuance Account on and after the Closing Date and in such amounts as are necessary to pay Costs of Issuance, in each case in accordance with a payment request form in the form attached hereto as **EXHIBIT B** together with invoices therefor. Any amounts remaining in the Cost of Issuance Account on the earlier of the date on which the City has notified the Trustee in writing that all Costs of Issuance have been paid or one year after the Closing Date shall be transferred to the General Account in the Construction and Acquisition Fund.

(2) General Account. There shall be deposited in the General Account in the Construction and Acquisition Fund that portion of the proceeds of the Certificates required to be deposited pursuant to Section 3.01 hereof, and any money received by the Trustee as payment under any performance or labor and material bond given by the Contractor for the Project, or as proceeds under any builders all-risk insurance provided with respect to the Project. The Trustee shall from time to time, disburse money from the General Account in the Construction and Acquisition Fund to pay Acquisition Costs, as hereinafter provided, in each case promptly after receipt of a written request of a Corporation Representative, accompanied by the consent of a City Representative, in the form attached hereto as **EXHIBIT C**.

In making such payments, the Trustee may rely upon the representations made in such written request. If for any reason the Corporation should decide prior to the payment of any item in said written request not to pay such item, then it shall give written notice of such decision to the Trustee and thereupon the Trustee shall not make such payment, and the Trustee shall have no liability to the Corporation or the designated payee as a result of such nonpayment.

In no event shall the Trustee be responsible for the improper use of money properly disbursed pursuant to requests made under this Section.

If, after payment by the Trustee of all written requests theretofore tendered to the Trustee under the provisions of this Section, and delivery to the Trustee of the Certificate of Completion, there shall remain any balance of money in the General Account of the Construction and Acquisition Fund, all moneys so remaining shall be transferred, first, in integral multiples of \$5,000, to the Redemption Account in the Certificate Fund with any remaining balance less than \$5,000 being transferred to the Interest Account of the Certificate Fund.

### **Section 3.03 Establishment and Application of Base Rental Fund.**

There is hereby established in trust a special fund designated the "Base Rental Fund," which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. The Trustee shall administer such fund as provided in this Article III. The Base Rental Fund shall be maintained by the Trustee until all required Base Rental is paid in full pursuant to the terms of the Lease, or until such earlier date as there are no Certificates Outstanding. With the exception of delinquent Base Rental payments, all Base Rental payments received by the Trustee shall be deposited in the Base Rental Fund.

The Trustee shall transfer on each Interest Payment Date from the Base Rental Fund to the following accounts the following amounts: (i) to the Interest Account in the Certificate Fund, an amount which, together with money on deposit therein, equals the interest then due on such Interest Payment Date with respect to the Certificates in accordance with the terms of this Trust Agreement, and (ii) to the Principal Account in the Certificate Fund, an amount which, together with money on deposit therein, equals the principal then due or required to be prepaid on such Interest Payment Date with respect to the Certificates.

**Section 3.04 Establishment and Application of Certificate Fund.**

There is hereby established in trust a special fund designated the "Certificate Fund" which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. The Trustee shall administer such fund as provided in this Article III. The Certificate Fund shall be maintained by the Trustee until all required Base Rental is paid in full pursuant to the terms of the Lease, or until such earlier date as there are no Certificates outstanding. Within the Certificate Fund, the Trustee shall establish the following accounts:

- (1) Interest Account;
- (2) Principal Account;
- (3) Redemption Account; and
- (4) Contingency Account.

There shall be deposited in the Interest Account that portion of the proceeds of the Certificates required to be deposited therein pursuant to Section 3.01 hereof. Monies transferred to the Interest Account and the Principal Account pursuant to Section 3.03 hereof shall be applied by the Trustee to the payment of interest and principal (and premium, if any) due and payable with respect to the Certificates on any Interest Payment Date.

Any delinquent Base Rental payments, any proceeds of rental interruption insurance and any liquidated damages with respect to the Project received by the Trustee shall be deposited in the Contingency Account. Amounts on deposit in the Contingency Account shall be transferred by the Trustee first, to the Interest Account for immediate payment of interest payments past due, and second, to the Principal Account for the immediate payment of principal payments past due according to the tenor of any Certificate. Any amounts remaining in the Contingency Account after the foregoing transfers have been made shall be transferred to the Base Rental Fund.

Any proceeds of Property Insurance or awards in respect of a taking under the power of eminent domain not required to be used for repair, reconstruction or replacement of the Project, and any other amounts provided for the redemption prior to maturity of Certificates in accordance with Section 3.09 hereof shall be deposited by the Trustee in the Redemption Account in the Certificate Fund. On the scheduled redemption date, the Trustee shall withdraw from the Redemption Account and pay to the Owners entitled thereto the redemption price of the Certificates redeemed prior to maturity on such date.

Any funds transferred pursuant to Section 3.02 hereof from the General Account of the Construction and Acquisition Fund after delivery to the Trustee of the Certificate of Completion shall be deposited by the Trustee in the Redemption Account in the Certificate Fund. On the scheduled redemption date, the Trustee shall withdraw from the Redemption Account and pay to the Owners entitled thereto the redemption price of the Certificates redeemed prior to maturity on such date.

**Section 3.05 Surplus.**

After payment of all amounts due with respect to the Certificates and payment of all fees and expenses to the Trustee, or satisfactory provision for such payments having been made, any amounts remaining in any of the funds or accounts established hereunder and not required for such purposes shall be remitted to the City and used for any lawful purpose thereof.

**Section 3.06 Additional Rental.**

In the event the Trustee receives Additional Rental pursuant to the Lease, such Additional Rental shall be applied by the Trustee solely to the payment of any costs in respect of which such Additional Rental was received, and shall not be commingled in any way with any other funds received by the Trustee pursuant to the Lease or this Trust Agreement.

**Section 3.07 Repair or Replacement; Application of Property Insurance Proceeds and Condemnation Awards.**

If the Project shall be damaged, destroyed, or shall be taken by eminent domain proceedings, the City shall continuously and diligently prosecute or cause to be prosecuted the repair or replacement thereof, unless the City elects not to repair or replace the Project in accordance with the provisions of this Section 3.07.

The proceeds of any Property Insurance, including the proceeds of any self-insurance fund, and the proceeds of any condemnation award, received on account of any damage, destruction or taking of the Project shall be held by the Trustee in an account (the "Special Account") and made available for, and to the extent necessary be applied to, the cost of repair or replacement upon the submission of a payment request together with proper supporting documentation. Pending such application, such proceeds may be invested by the Trustee, as directed by the City, in Qualified Investments that mature not later than such times as monies are expected to be needed to pay such costs of repair or replacement.

Notwithstanding the foregoing, the City shall notify in writing the Trustee within 90 days of the receipt by the Trustee of Property Insurance or condemnation proceeds, whether the City intends to replace or repair the portion of the Project with respect to which such proceeds were received. If the City elects to replace or repair such portion of the Project, the City shall promptly deposit with the Trustee the full amount of any insurance deductible to be credited to the Special Account. the Corporation shall replace or repair such portion of the Project as required in the Lease, unless (i) it deposits the full amount of any insurance deductible necessary, together with the proceeds of Property Insurance, to redeem prior to maturity the Certificates relating to such portion of the Project and (ii) the Base Rental with respect to the remaining portion of the Project is sufficient to pay the Certificate Obligation and interest due with respect to the Certificates to

remain Outstanding after the date on which Certificates relating to such portion of the Project are redeemed prior to maturity. The proceeds of any Property Insurance, including the proceeds of any self-insurance fund or the proceeds of any condemnation award, not applied to repairing or replacing damaged, destroyed or taken property, or in respect of which notice in writing by the City of its intention to apply the same to the work of repairing or replacing the property damaged, destroyed or taken shall not have been given to the Trustee within 90 days after receipt of such proceeds by the Trustee, or which the City shall at any time during such period have notified the Trustee are not to be so applied, shall forthwith be deposited into the Redemption Account and applied to the redemption prior to maturity of Certificates in accordance with Article IV hereof.

**Section 3.08 Title Insurance.**

Proceeds of any policy of title insurance received by the Trustee in respect of the Project shall be applied and disbursed by the Trustee as follows:

(1) If the City determines that the title defect giving rise to such proceeds has not materially affected the operation of the Project, upon the written instructions from the City, such proceeds shall be remitted to the City.

(2) If the City determines that any portion of the Project has been materially affected by such title defect, then the Trustee at the direction of the City, shall immediately deposit such proceeds in the Redemption Account of the Certificate Fund and such proceeds shall be applied to the redemption prior to maturity of Certificates in the manner provided herein.

**Section 3.09 Application of Amounts After Default by City.**

All damages or other payments received by the Trustee for the enforcement of any rights and powers of the Trustee under such Section 12 of the Lease, shall be held and applied in accordance with Section 8.09 hereof.

**Section 3.10 Held in Trust.**

The money and investments held by the Trustee hereunder are irrevocably held in trust for the purposes herein specified, and such money, and any income or interest earned thereon, shall be expended only as provided herein, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of (i) the Corporation, (ii) the City, (iii) the Trustee or (iv) any Owner of Certificates.

**Section 3.11 Investments Authorized.**

Money held by the Trustee in any fund or account hereunder shall be invested by the Trustee in Qualified Investments upon the written request (or the oral request confirmed in writing) of the City, shall be registered in the name of the Trustee where applicable, as Trustee, and shall be held by the Trustee. If the City shall fail to provide the Trustee direction with respect to any monies subject to investment, the Trustee shall, nevertheless, invest such monies in Qualified Investments. The Trustee may purchase or sell to itself or any affiliate, as principal

or agent, investments authorized by this Section. The Trustee may act as agent in the making or disposing of any investment. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Section. The Trustee may make any investments through the investment department of the Trustee, utilizing Qualified Investments.

**Section 3.12 Reports.**

The Trustee shall furnish monthly to the City a report of all investments made by the Trustee and of all amounts on deposit in each fund and account maintained hereunder.

**Section 3.13 Valuation and Disposition of Investments.**

For the purpose of determining the amount in any fund or account hereunder, all Qualified Investments shall be valued at the market value thereof. The Trustee may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by the Trustee whenever it shall be necessary in order to provide monies to meet any required payment, transfer, withdrawal or disbursement from any fund or account hereunder, and the Trustee shall not be liable or responsible for any loss resulting from such investment or sale.

**Section 3.14 Application of Investment Earnings.**

Until such time as the Trustee shall have received the Certificate of Completion, investment earnings received in respect of money on deposit in the General Account of the Construction and Acquisition Fund shall be deposited in the Interest Account of the Certificate Fund, or shall remain in the General Account of the Construction and Acquisition Fund, at the request of the City. All other investment earnings, and after the Trustee has received the Certificate of Completion, all investment earnings, shall be deposited into the following funds and accounts in the order of priority indicated: (i) the Interest Account in the Certificate Fund to the extent necessary to make the total amount on deposit therein equal to the amount of the interest component of the next succeeding Base Rental payment, and (ii) the Principal Account in the Certificate Fund to the extent necessary to make the total amount on deposit therein equal to the amount of the principal component, if any, of the next succeeding Base Rental payment. Any amounts not required to be so deposited shall be remitted to the City.

**ARTICLE 4**

**REDEMPTION PRIOR TO MATURITY**

**Section 4.01 Redemption.**

The Certificates shall be subject to redemption prior to their stated maturity only as set forth below:

*(a) Optional Redemption*

(1) Certificates maturing on \_\_\_\_\_ 1, 20\_\_, and thereafter, are subject to redemption prior to their stated dates of maturity, either in whole or in part, in inverse

order of maturity and by lot within a maturity on \_\_\_\_\_ 1, 20\_\_, or on any Interest Payment Date thereafter, at par, plus accrued interest to the date of redemption, if the City exercises its prepayment rights under Section 15 of the Lease.

(b) *Mandatory Redemption*

(1) The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium from the net proceeds deposited by the Trustee into the Redemption Account in the Certificate Fund, pursuant to Sections 3.09, 3.10 and 8.09 hereof.

(2) The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium, from monies transferred to the Redemption Account within the Certificate Fund from the General Account of the Construction and Acquisition Fund after delivery to the Trustee of the Certificate of Completion.

(c) *Mandatory Sinking Fund Redemption*

The Certificates are subject to mandatory sinking fund redemption as follows:

The Certificates maturing \_\_\_\_\_ 1, 20\_\_, are subject to mandatory sinking fund redemption prior to their scheduled maturity on \_\_\_\_\_ 1, in each of the years set forth below, under the provisions of the Trust Agreement at 100% of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$  
Certificates Maturing  
\_\_\_\_\_ 1, 20\_\_

Year	Principal Amount
20__	\$
20__*	

---

\*Final maturity.

The mandatory sinking fund redemption payments set forth above shall be made pro rata among all outstanding Certificates maturing \_\_\_\_\_ 1, 20\_\_, with the amount to be applied to each Certificates maturing \_\_\_\_\_ 1, 20\_\_ to be equal to the amount of the applicable mandatory sinking fund redemption payment multiplied by the percentage of the outstanding

principal amount of such Certificate immediately prior to such payment represents of the outstanding principal amount of all Certificates maturing \_\_\_\_\_ 1, 20\_\_ immediately prior to such payment. In addition, the mandatory sinking fund redemption payments set forth above shall be reduced pro rata in accordance with the method described in the preceding sentence if the Certificates maturing \_\_\_\_\_ 1, 20\_\_ are redeemed in part pursuant to extraordinary mandatory redemption.

**Section 4.02 Deposit for Redemption.**

On or prior to the date fixed for redemption, there shall be deposited with the Trustee in cash an aggregate amount which shall be sufficient to pay the redemption price on the Certificates to be redeemed, and interest thereon to the redemption date; and there shall be deposited, or arrangements shall be made with the Trustee to deposit, with the Trustee a sum sufficient to pay the proper expenses and charges of the Trustee in connection with such redemption. Upon deposit with the Trustee of the aggregate amount of such redemption price and interest pursuant to this Section, such moneys shall be set aside by the Trustee and held by it for the account of the respective Owners of the Certificates being redeemed.

**Section 4.03 Notice of Redemption.**

Notice of redemption identifying the numbers of Certificates or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption.

**Section 4.04 Partial Redemption of Certificates.**

If less than all of the Certificates of a particular maturity at the time Outstanding are to be called for redemption, the particular Certificates or portions thereof of such maturity to be redeemed shall be selected, except as otherwise provided herein, by the Trustee in such manner of random selection as the Trustee, in its discretion, may determine. The Trustee shall call for redemption in accordance with the foregoing provisions as many Certificates or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Certificates or portions thereof shall be redeemed only in integral multiples of a principal amount of \$5,000.

In the case of Certificates of denominations greater than \$5,000, if less than all of such Certificates then Outstanding are to be called for redemption, then for all purposes in connection with redemption, each \$5,000 of principal amount shall be treated as though it was a separate Certificate of the denomination of \$5,000 bearing one of the numbers borne by such by registered Certificate. If it is determined that one or more, but not all of the \$5,000 units of principal amount represented by any such fully registered Certificate is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner of such fully registered Certificate shall forthwith surrender such Certificate to the Trustee (a) for payment of the redemption price (including the redemption premium, if any, and interest to date fixed for redemption) of the \$5,000 unit or units of principal amount called for redemption, and (b) exchange for a new Certificate or Certificates of the aggregate principal amount of the unredeemed balance of the principal amount of such fully registered Certificate, which shall be issued to the Owner thereof without charge therefor. If the Owner of any such fully registered

Certificate of a denomination greater than \$5,000 shall fail to present such Certificate to the Trustee for payment and exchange as aforesaid, such Certificate shall nevertheless become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of principal amount called for redemption (and to that extent only). Interest shall cease to accrue on the portion of the principal amount of such Certificate represented by such \$5,000 unit or units of principal amount on and after the date fixed for redemption, provided that funds sufficient for the payment of the redemption price shall have been deposited with the Trustee and shall be available for the redemption of said \$5,000 unit or units on the date fixed for redemption, and in such event, such Certificate shall not be entitled to the benefit or security of this Trust Agreement to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption and applicable premium, if any) represented by such \$5,000 unit or units of principal amount, nor shall new Certificates be thereafter issued corresponding to said unit or units.

**Section 4.05 Effect of Notice of Redemption.**

Notice having been given as aforesaid, and the monies for the redemption (including the interest to the applicable date of redemption) having been set aside in the Certificate Fund, the Certificates to be redeemed shall become due and payable on such date of redemption.

If on such redemption date money for the redemption of all the Certificates to be redeemed, together with interest to such redemption date, shall be held by the Trustee so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date interest with respect to the Certificates to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Trustee for the redemption of Certificates shall be held in trust for the account of the Owners of the Certificates so to be redeemed.

All Certificates paid at maturity or redeemed prior to maturity pursuant to the provisions of this Article shall be canceled upon surrender thereof and delivered to or upon the order of the City. All or any portion of a Certificate purchased by the City shall be canceled by the Trustee.

**ARTICLE 5**

**THE TRUSTEE AND PAYING AGENTS**

**Section 5.01 Compensation of Trustee.**

Subject to the terms of any compensation agreement, the City shall from time to time, on demand, pay to the Trustee reasonable compensation for its services and shall reimburse the Trustee for all its advances and expenditures, including but not limited to advances to and fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. To the extent permitted by law, compensation and reimbursement to the Trustee shall not be limited by any statutory provisions which limit compensation to Trustees of express trusts.

**Section 5.02 Removal of Trustee.**

The City may at any time for good cause, shown and upon thirty (30) days' notice, or the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding may by written request at any time and for any reason, remove the Trustee and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000 and shall be subject to supervision or examination by a federal or state banking authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus set forth in its most recent report of condition so published. Any removal of the Trustee shall become effective upon acceptance of appointment by the successor Trustee.

**Section 5.03 Resignation of Trustee.**

The Trustee or any successor may at any time resign by giving written notice to the City and by giving mailed notice to the Owners of its intention to resign and of the proposed date of resignation, which shall be a date not less than 90 days after mailing of such notice, unless an earlier resignation date and the appointment of a successor Trustee shall have been or are approved by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding.

Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing; provided, however, that in the event the City fails to appoint a successor Trustee within 30 days following receipt of such written notice of resignation, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor Trustee. Any resignation of the Trustee shall become effective upon acceptance of appointment by the successor Trustee.

Any successor Trustee approved by the City or any court shall satisfy the qualifications set forth in Section 5.02 hereof.

**Section 5.04 Merger or Consolidation.**

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business (provided such company is eligible under Section 5.02), shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**Section 5.05 Protection and Rights of the Trustee.**

The Trustee shall be protected and shall incur no liability in acting upon or processing in good faith any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith

believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee may consult with counsel, who may or may not be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith reliance thereon.

The Trustee shall not be liable for any error in judgment made in good faith by a responsible officer of the Trustee, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Owners of not less than a majority in aggregate amount of the Certificate Obligation at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or relating to the exercise of any trust or power conferred upon the Trustee under this Trust Agreement.

Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by a certificate of the City Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement in good faith reliance thereon, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

The Trustee may become the Owner of Certificates with the same rights it would have if it were not Trustee; may acquire and dispose of Certificates or other evidences of indebtedness of the City and enforce its rights as Owner thereof to the same extent as if it were not Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding.

The recitals, statements and representations by the City contained in this Trust Agreement or in the Certificates shall be taken and construed as made by and on the part of the City and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any such recital, statement or representation.

No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of the duties hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

**Section 5.06 Trustee to Act as Set Forth Herein.**

The Trustee has the power to receive, to hold in accordance with the terms hereof and to disburse the money to be paid pursuant to the Lease and this Trust Agreement. The Trustee has no power to vary, alter or substitute the Lease or the corpus of any trust created hereby or pursuant to the Lease or this Trust Agreement at any time, except as specifically authorized herein.

**Section 5.07 Paying Agents.**

The Trustee is hereby appointed as paying agent for the Certificates. The Trustee, upon written consent of the City, may appoint such other paying agents with respect to the Certificates as it may deem advisable. Any paying agent appointed shall be a bank or trust company, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000 and shall be subject to supervision by a federal or state banking authority.

**ARTICLE 6**

**AMENDMENTS**

**Section 6.01 Amendments to Trust Agreement.**

This Trust Agreement may be amended in writing by agreement between the parties, but no such amendment shall become effective as to the Owners of Certificates then Outstanding unless and until approved in writing by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding. Notwithstanding the foregoing, this Trust Agreement and the rights and obligations provided hereby may also be modified or amended at any time without the consent of any Owners of the Certificates upon the written agreement of the City and the Trustee, but only (1) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting or supplementing any defective provision contained in this Trust Agreement, (2) in regard to questions arising under this Trust Agreement which the City and the Trustee may deem necessary or desirable and not inconsistent with this Trust Agreement and which shall not adversely affect the interests of the Owners of the Certificates, or (3) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Certificates; provided that the City and the Trustee may rely in entering into any such amendment or modification hereof upon the opinion of Bond Counsel stating that the requirements of this sentence have been met with respect to such amendment or modification. No amendment shall impair the right of any Owner to receive such Owner's proportionate share of Base Rental in accordance with the terms of such Owner's Certificate.

**Section 6.02 Amendments to Lease.**

The Lease may be amended in writing by agreement between the parties thereto, with the consent of the Trustee, but no such amendment shall become effective as to the Owners of Certificates then Outstanding unless and until approved in writing by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding. Notwithstanding the foregoing, the Lease and the rights and obligations provided thereby may also be modified or amended at any time with the consent of the Trustee but without the consent of any Owners of the Certificates,

upon the written agreement of the City and the Corporation, but only (1) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting or supplementing any defective provision contained in the Lease, (2) in regard to questions arising under the Lease which the City and the Corporation may deem necessary or desirable and not inconsistent with the Lease and which shall not adversely affect the interests of the Owners of the Certificates, or (3) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Certificates or impose additional duties, responsibilities or liabilities upon the Trustee; provided that the City, the Corporation and the Trustee may rely in entering into any such amendment or modification thereof upon the opinion of Bond Counsel stating that the requirements of this sentence have been met with respect to such amendment or modification.

**Section 6.03 Consent of Owners.**

If the City shall desire to obtain any consent in writing of Owners, the Governing Body may, by resolution, propose the amendment to which consent is desired. A copy of such resolution, together with a request to Owners for their consent to the amendment proposed therein, shall be mailed, first class, postage paid, to each registered Owner at such Owner's address as it appears on the Certificate Register.

The lack of actual receipt by any Owner of such resolution and request for consent and any defects in such resolution and request for consent shall not affect the validity of the proceedings for the obtaining of such consent. A certificate by the City Clerk, approved by resolution of the Governing Body, that said resolution and request for consent have been delivered as herein provided shall be conclusive as against all parties.

Any such written consent shall be binding upon the Owner giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or by the subsequent Owner. To be effective, any revocation of consent must be filed at the address provided in the request for consent before the adoption of the resolution accepting consents as hereinafter provided.

After the Owners of at least a majority in aggregate amount of the Certificate Obligation then Outstanding shall have consented in writing, the Governing Body shall adopt a resolution accepting such consents and such resolution shall constitute complete evidence of the consent of Owners under this Section.

Notice specifying the amendment that has received the consent of Owners as required by this Section shall be mailed, first class, postage prepaid, not more than 60 days following the final action in the proceedings for the obtaining of such consent, to each registered Owner at such Owner's address as it appears on the Certificate Register. Said notice is only for the information of Owners, and failure to mail such notice or any defect therein shall not affect the validity of the proceedings theretofore taken in the obtaining of such consent.

## ARTICLE 7

### COVENANTS; NOTICES

#### **Section 7.01 City to Perform Pursuant to Lease.**

The City covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease, including, but not limited to, the obligation of the City to provide all Property Insurance required under Section 4.4 of the Lease.

#### **Section 7.02 Extension of Payment of Certificates.**

The City shall not directly or indirectly extend the dates upon which the Base Rental payments are required to be paid or prepaid, or the time of payment of interest with respect thereto. Nothing herein shall be deemed to limit the right of the City to issue any securities for the purpose of providing funds for the redemption prior to maturity of the Certificates and such issuance shall not be deemed to constitute an extension of the maturity of the Certificates.

#### **Section 7.03 Access to Books and Records.**

The Trustee shall at all times have access to those books and records of the City which may be reasonably required by the Trustee to fulfill its duties and obligations hereunder.

#### **Section 7.04 General.**

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Trust Agreement.

The City warrants that upon the date of execution and delivery of any of the Certificates, all conditions, acts and things required by law and this Trust Agreement to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Certificates do exist, have happened and have been performed and the execution and delivery of such Certificates shall comply in all respects with the applicable laws of the State.

#### **Section 7.05 Performance.**

The City shall faithfully observe all covenants and other provisions contained in this Trust Agreement, in each Certificate executed and delivered hereunder, and in the Lease. Except as provided in the Lease, the City shall not agree to any amendment to the Lease that would either lengthen the term thereof or reduce the amount of Base Rental or Additional Rental payable thereunder, or change the time or times of payment of such Base Rental or Additional Rental, or agree to any other amendment detrimental to the rights of the Owners.

#### **Section 7.06 Prosecution and Defense of Suits.**

The City shall promptly take such action as may be necessary to cure any defect in the title to the Project or any part thereof, whether now existing or hereafter occurring, and shall

prosecute and defend all such suits, actions and all other proceedings as may be appropriate for such purpose. The City covenants that it will diligently pursue eminent domain proceedings as may be necessary to acquire the Property.

**Section 7.07 Further Assurances.**

The City will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming to the Owners of the Certificates the rights and benefits provided herein.

**ARTICLE 8**

**EVENTS OF DEFAULT**

**Section 8.01 Events of Default Defined.**

The following shall be "events of default" under this Trust Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Trust Agreement, any one or more of the following events:

- (a) An event of default as set forth in Section 12 of the Lease.
- (b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Trust Agreement or the Lease, other than such failure as may constitute an event of default under clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Trustee or to the City and the Trustee by the Owners of not less than a majority in aggregate amount of Certificate Obligation then Outstanding; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the City within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of any Owner.
- (c) The filing by the City of a voluntary petition of bankruptcy.

**Section 8.02 Notice of Events of Default.**

In the event the City is in default, the Trustee shall give notice of such event of default the Owners of the Certificates. Such notice shall state that the City is in default and shall provide a brief description of such default. The Trustee in its discretion may withhold notice if it deems it in the best interests of the Certificate Owners. The notice provided for in this Section shall be given by mail to the Owners within 30 days of the Trustee's knowledge of such occurrence of event of default.

**Section 8.03 Remedies on Default.**

Upon the occurrence and continuance of any event of default specified in Section 8.01(a) of this Trust Agreement, the Trustee shall proceed, or upon the occurrence and continuance of any other event of default hereunder, the Trustee may proceed (and upon written request of the Owners of not less than a majority in aggregate amount of Certificate Obligation then Outstanding, subject to the last sentence of the Section, shall proceed), to exercise the remedies set forth in Section 12 of the Lease or available to the Trustee hereunder. The Trustee shall receive reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby.

**Section 8.04 Collection of Base Rental Payments.**

The Trustee shall take any appropriate action to cause the City to pay any Base Rental payment not paid when due, upon written request and authorization by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding and unpaid, and upon being satisfactorily indemnified against any expense and liability with respect thereto and receiving payment for its fees and expenses.

**Section 8.05 No Remedy Exclusive.**

No remedy hereby conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Trust Agreement and the Lease, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee or the Owners to exercise any remedy reserved to it or them, it shall not be necessary to give any notice other than such notice as may be required in this Article VIII or by law.

**Section 8.06 No Additional Waiver Implied by One Waiver.**

In the event any provision contained in this Trust Agreement should be breached by a party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 8.07 Action by the Insurer and Owners.**

In the event the Trustee fails to take any action to eliminate an event of default under Section 12 of the Lease or hereunder, the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under the Lease or this Trust Agreement, but only if such Certificate Owners shall have first made written request of the Trustee after the right to exercise such powers or right of action shall have arisen, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted therein or otherwise granted by law or to institute such action, suit or proceeding in its name, and unless, also, the Trustee shall have received reasonable security and indemnity against

the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

**Section 8.08 Opinion of Counsel.**

Before being required to take any action pursuant to this Article VIII, the Trustee may require: (a) an opinion of counsel acceptable to the Trustee, which opinion shall be made available to the City upon request, which counsel may or may not be counsel to the City or Bond Counsel, or (b) a certificate of the City, or both, concerning the proposed action. The Trustee shall be absolutely protected in reasonably relying upon such opinion and/or certificate.

**Section 8.09 Application of Proceeds in Event of Default.**

Except to the extent necessary to compensate the Trustee for its reasonable fees and expenses (including reasonable attorneys' fees and expenses), all damages or other payments received by the Trustee from the enforcement of any rights and powers of the Trustee under Section 12 of the Lease or under this Trust Agreement, shall be deposited by the Trustee into the Contingency Account in the Certificate Fund and after payment of overdue interest and principal with respect to the Certificates, if any, the balance shall be transferred to the Redemption Account in the Certificate Fund and as soon as practicable thereafter applied to the redemption prior to maturity of Certificates in accordance with the provisions of Section 4.01(b) hereof.

**ARTICLE 9**

**LIMITATION OF LIABILITY**

**Section 9.01 No Liability of City for Trustee Performance.**

The City shall not have any obligation or liability to any other party or the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement, including the distribution by the Trustee of principal and interest to the Owners of the Certificates.

**Section 9.02 No Liability of Trustee for Base Rental Payments by City.**

Except as provided herein, the Trustee shall have no obligation or liability to the Owners of the Certificates with respect to the payment of the Base Rental by the City when due, or with respect to the performance by the City of any other covenant made by it in the Lease.

**Section 9.03 No Liability of City Except as Stated.**

Except for (i) the payment of Base Rental and Additional Rental when due in accordance with the terms of the Lease, subject to the provisions of Section 3.3 thereof, and (ii) the performance by the City of its obligations and duties as set forth in the Lease, the Certificates, and in this Trust Agreement, the City shall have no obligation or liability to the Trustee or the Owners of the Certificates, as applicable.

**Section 9.04 Limited Liability of Trustee.**

The Trustee shall have no obligation or responsibility for providing information to the Owners concerning the investment quality of the Certificates, for the sufficiency or collection of any Base Rental or for the actions or representations of any other party to this Trust Agreement. The Trustee shall have no obligation or liability to any other party or the Owners with respect to the failure or refusal of any other party to perform any covenant or agreement made by such other party under this Trust Agreement or the Lease, but shall be responsible solely for the performance of the duties expressly imposed upon the Trustee hereunder. The recitals of facts, covenants and agreements contained herein and in the Certificates shall be taken as statements, covenants and agreements of the City and the Trustee assumes no responsibility for the correctness of the same and makes no representation as to the validity or sufficiency of this Trust Agreement, the Lease, the Assignment Agreement, or the Certificates, or as to the value of or title to the Project, and shall not incur any responsibility in respect thereof, other than in connection with the duties or obligations herein assigned to or imposed upon the Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful default.

**Section 9.05 Limitation of Rights.**

Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the City, the Trustee and the Owners of the Certificates any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the City, the Trustee and such Owners.

**ARTICLE 10**

**MISCELLANEOUS**

**Section 10.01 Defeasance.**

If all Outstanding Certificates executed and delivered with respect to the Project shall be paid and discharged in any one or more of the following ways:

- (1) by well and truly paying or causing to be paid the principal of, premium, if any, and interest with respect to all such Certificates Outstanding, as and when the same become due and payable;
- (2) by the deposit by the City with the Trustee, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Certificate Fund without the need for further investment, is fully sufficient to pay all such Certificates Outstanding, including all principal, premium (if any will be incurred) and interest at or, in the event of redemption prior to maturity thereof, before their respective maturity dates, notwithstanding that any Certificates shall not have been surrendered for payment; or

(3) by depositing with the Trustee, in trust, lawful money or direct obligations issued by the United States Treasury in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge all or such portion of the Certificates (including all principal and interest) upon maturity or redemption prior to maturity thereof, notwithstanding that any Certificates shall not have been surrendered for payment; and provided there has been deposited with the Trustee funds sufficient to pay all Trustee fees and expenses;

then, provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided herein or provision satisfactory to the Trustee shall have been made for the giving of such notice, all obligations of the Trustee and the City under this Trust Agreement with respect to all such Outstanding Certificates shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid from the amounts deposited with it to the Owners of the Certificates all sums due thereon and the obligation of the City to pay to the Trustee the amounts owing to the Trustee under Section 5.01 hereof.

Any funds held by the Trustee relating solely to such defeased Certificates at the time of one of the events described above or following any payments to Owners described above, which are not required for payment to Owners, or for payment to be made to the Trustee by the City, shall be paid over to the City.

#### **Section 10.02 Records.**

Prior to the full payment of principal and interest due with respect to the Certificates, the Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which records shall be available for inspection by the City and by any Owner, or the agent of any of them, at any time during regular business hours.

#### **Section 10.03 Notices.**

Except as otherwise provided in the Trust Agreement, all notices under this Trust Agreement by any party shall be in writing and shall be sufficiently given and served if delivered by hand directly to the offices named below or sent by United States first class mail postage prepaid and addressed as follows:

(a) if to the City, to City of Starkville, Mississippi, City Hall, 101 Lampkin St., Starkville, MS 39759, Attention: Mayor.

(b) if to the Trustee, to \_\_\_\_\_ Bank, \_\_\_\_\_, \_\_\_\_\_, Mississippi \_\_\_\_\_, Attention: Corporate Trust Department.

(c) if to the Corporation, \_\_\_\_\_, Attention: \_\_\_\_\_.

(d) if to any Certificate Owner, to its address as indicated in the Certificate Register.

#### **Section 10.04 Governing Law.**

This Trust Agreement shall be construed and governed in accordance with the laws of the State.

**Section 10.05 Partial Invalidity.**

Any provision of this Trust Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Trust Agreement.

**Section 10.06 Binding Effect; Successor.**

This Trust Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the Owners and their respective successors and assigns.. Whenever in this Trust Agreement any party is named or referred to, such reference shall be deemed to include such party's successors or assigns, and all covenants and agreements contained in this Trust agreement by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

**Section 10.07 Execution in Counterparts.**

This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**Section 10.08 Destruction of Canceled Certificates.**

Whenever in this Trust Agreement provision is made for the surrender to or cancellation, by the Trustee and the delivery to the City of any Certificates, the Trustee may, upon the request of the City Representative, in lieu of delivery, destroy such Certificates and deliver a certificate evidencing such destruction to the City.

**Section 10.09 Headings.**

The headings or titles of the several Articles and Sections hereof, and the table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. Unless the context requires otherwise, all references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement effective the date first above written.

Signature page to Trust Agreement, dated as of \_\_\_\_\_ 1, 20\_\_, by and between \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi and City of Starkville, Mississippi.

CITY OF STARKVILLE, MISSISSIPPI

\_\_\_\_\_  
Mayor

ATTEST:

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

Signature page to Trust Agreement, dated as of \_\_\_\_\_ 1, 20\_\_, by and between \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi and City of Starkville, Mississippi.

*APPROVED AS TO CONTENT AND FORM:*

\_\_\_\_\_

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

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

Signature page to Trust Agreement, dated as of \_\_\_\_\_ 1, 20 \_\_, by and between \_\_\_\_\_  
Bank, \_\_\_\_\_, Mississippi and City of Starkville, Mississippi.

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that he is the \_\_\_\_\_ of \_\_\_\_\_ Bank, and that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Bank and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Parker Wiseman and Markeeta Outlaw, who acknowledged to me that they are Mayor and City Clerk of the **CITY OF STARKVILLE, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said City and as its official act and deed, being duly authorized so to do.

**GIVEN UNDER MY HAND** and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

---

NOTARY PUBLIC

My Commission Expires:

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STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that he is the President of \_\_\_\_\_ and that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said the Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the \_\_\_ day of \_\_\_\_\_, 2012.

---

NOTARY PUBLIC

My Commission Expires:

---

**EXHIBIT A**

**FORM OF CERTIFICATE OF PARTICIPATION**

**UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

Certificate No.

**INTEREST RATE**

**CUSIP**

**REGISTERED  
OWNER:**

**CERTIFICATE OF PARTICIPATION  
(City of Starkville, Mississippi Public Buildings  
Project), Series 2012**

**PRINCIPAL AMOUNT:**

**DOLLARS**

**THIS IS TO CERTIFY THAT** the registered owner identified above or registered assigns, as the registered owner of this Certificate of Participation (the "Owner" of the "Certificate"), is the Owner of a fractional undivided proportionate interest in, including the right to receive Base Rental (the "Base Rental") payable under, a Lease and Option to Purchase, dated as of \_\_\_\_\_ 1, 20\_\_ (the "Lease"), by and between City of Starkville, Mississippi (the "City"), a political subdivision of the State of Mississippi (the "State"), as lessee, and the \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of Mississippi, as Lessor ("the Corporation").

All capitalized terms used herein without definition shall have the meanings given to such terms given in the Trust Agreement (as hereinafter defined).

The registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease and the Trust Agreement, and unless sooner paid in full, on the maturity date identified above, the principal amount identified above, representing a portion of the Base Rental payments designated as principal coming due on or prior to such date, and, subject to the terms of the Lease, to receive on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 (each an "Interest Payment Date"), commencing \_\_\_\_\_ 1, 20\_\_), the registered Owner's proportionate share of the Base Rental designated as interest coming due on or prior to each of such dates. Such proportionate share of the portion of the Base Rental designated as interest is the result of the multiplication of the aforesaid portion of the Base Rental designated as principal by the interest rate specified above. Such proportionate share of the portion of the Base Rental designated as interest shall be computed on the basis of a 360-day year composed of 12 months of 30 days each.

Interest with respect to each Certificate shall accrue from the Interest Payment Date next preceding the date of execution thereof, unless (i) it is executed after a Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is executed prior to the close of business on the first Record Date, in which event interest with respect thereto shall be payable from \_\_\_\_\_ 1, 20\_\_; provided, however, that if at the time of registration of any Certificate interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

Amounts due hereunder in respect of principal and premium, if any, are payable in lawful money of the United States of America upon the surrender hereof at maturity or the earlier prepayment hereof at the corporate trust office of \_\_\_\_\_ Bank, as trustee (the "Trustee") in \_\_\_\_\_, Mississippi (or any successors thereto), or any paying agent appointed by the Trustee. Amounts representing interest are payable by check or draft mailed on the Interest Payment Date to the Owner of this Certificate at such Owner's address as it appears on the Certificate register as of the close of business on the fifth day next preceding the day such payment is due. Payments of defaulted interest, if any, with respect to this Certificate shall be paid by check or draft to the registered Owner of this Certificate as of a special record date to be fixed by the Trustee, notice of which special record date shall be given to the Owner of this Certificate not less than ten days prior thereto.

The City is authorized to enter into the Lease pursuant to the laws of the State of Mississippi, including Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended. the Corporation has assigned all of its right, title, claims, proceeds, rents and interest in and to the Lease, including the right to receive Base Rental thereunder, to the Trustee, pursuant to the Assignment Agreement (the "Assignment Agreement"), dated as of \_\_\_\_\_ 1, 20\_\_, by and between the Corporation and the Trustee.

This Certificate has been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement (the "Trust Agreement"), dated as of \_\_\_\_\_ 1, 20\_\_, by and between the City and the Trustee. Reference is hereby made to the Lease, the Trust Agreement and the

Assignment Agreement (copies of all of which are on file at the aforesaid offices of the Trustee) for a description of the terms on which the Certificates are delivered, and the rights thereunder of the registered Owners of the Certificates and the rights, duties and immunities of the Trustee and the rights and obligations of the City under the Lease, to all of the provisions of which the registered Owner of this Certificate, by acceptance hereof, assents and agrees.

Under the Lease, Base Rental is required to be deposited with the Trustee five (5) days prior to each Interest Payment Date for application to the Base Rental Fund established pursuant to the Trust Agreement (unless such deposit date is not a business day whereupon such deposit will be made the next preceding business day). The City has also pledged all amounts on deposit from time to time in the funds and accounts established pursuant to the Trust Agreement for the purposes therein specified, including the payment of all Base Rental.

The obligation of the City to make Base Rental payments under the Lease constitutes a binding obligation of the City in accordance with the terms of said Lease. Provided, however, so long as no default of any monetary obligation of the City has occurred, the City's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the City to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the City beyond such current and specific appropriation. The City's Governing Body (the "Governing Body"), in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other purpose whatsoever. The City has not pledged or levied any form of taxation for the payment of Outstanding Certificates.

The obligation of the City under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the City, the State of Mississippi or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the Owners of a majority in aggregate amount of Certificate Obligation (as defined in the Trust Agreement) then outstanding. The Trust Agreement may be amended without such consent under certain circumstances provided that the interests of the Owners of the Certificates are not adversely affected. No amendment shall impair the right of any Owner to receive in any case such Owner's proportionate share of any Base Rental payment in accordance with such Owner's Certificate.

Registration of this Certificate is transferable by the registered Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such registration of

transfer, a new Certificate or Certificates, of like tenor and maturity in the same total maturity amount and in authorized denominations will be issued to the transferee in exchange therefor. The City and the Trustee may treat the registered Owner hereof as the absolute Owner hereof for all purposes, whether or not this Certificate shall be overdue, and shall not be affected by any notice to the contrary.

Certificates maturing on \_\_\_\_\_ 1, 20\_\_, and thereafter, are subject to redemption prior to their stated dates of maturity, either in whole or in part, in inverse order of maturity and by lot within a maturity on \_\_\_\_\_ 1, 20\_\_, or on any Interest Payment Date thereafter, at par, plus accrued interest to the date of redemption, if the City exercises its prepayment rights under Section 15 of the Lease.

The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium from the net proceeds deposited by the Trustee into the Redemption Account in the Certificate Fund, pursuant to Sections 3.07, 3.09 and 8.09 of the Trust Agreement, from the application of proceeds of property insurance, condemnation awards, title insurance or an event of default.

The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium, from monies transferred to the Redemption Account within the Certificate Fund from the General Account of the Construction and Acquisition Fund after delivery to the Trustee of the Certificate of Completion concerning the Project as set forth in the Trust Agreement.

The Certificates are subject to mandatory sinking fund redemption as follows:

The Certificates maturing \_\_\_\_\_ 1, 20\_\_, are subject to mandatory sinking fund redemption prior to their scheduled maturity on \_\_\_\_\_ 1, in each of the years set forth below, under the provisions of the Trust Agreement at 100% of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$	
Certificates Maturing	
_____ 1, 20__	
<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__ *	
*Final maturity.	

The mandatory sinking fund redemption payments set forth above shall be made pro rata among all outstanding Certificates maturing \_\_\_\_\_ 1, 20\_\_, with the amount to be applied to each Certificates maturing \_\_\_\_\_ 1, 20\_\_ to be equal to the amount of the

applicable mandatory sinking fund redemption payment multiplied by the percentage of the outstanding principal amount of such Certificate immediately prior to such payment represents of the outstanding principal amount of all Certificates maturing \_\_\_\_\_ 1, 20\_\_ immediately prior to such payment. In addition, the mandatory sinking fund redemption payments set forth above shall be reduced pro rata in accordance with the method described in the preceding sentence if the Certificates maturing \_\_\_\_\_ 1, 20\_\_ are redeemed in part pursuant to extraordinary mandatory redemption.

Notice of redemption identifying the numbers of Certificates or portions thereof to be redeemed shall be given to the registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption.

If this Certificate is called for prepayment and the principal amount of this Certificate plus premium (if any) and accrued interest due with respect hereto are duly provided therefor as specified in the Trust Agreement, then interest shall cease to accrue with respect hereto from and after the date fixed for prepayment.

The Trustee has no obligation or liability to the Certificate owners to make any payments with respect to the Certificates, except from amounts on deposit for such purposes with the Trustee. The Trustee's sole obligations are to administer for the benefit of the Certificate Owners the various funds and accounts established under the Trust Agreement and, to the extent provided in the Trust Agreement, to enforce the rights of the Lessor under the Lease.

Notwithstanding anything herein to the contrary, this Certificate shall initially be issued in book-entry form and shall be registered in the name of Cede & Co. as the nominee of The Depository Trust Company ("DTC"), and for so long as the Certificates are registered in the name of Cede & Co. or any other nominee of DTC, all payments hereon and notices with respect hereto shall be made and given in the manner provided in the Representation Letter from the Trustee to DTC pertaining to the Certificates.

This Certificate shall not be entitled to any benefit under the Trust Agreement or become valid for any purpose until it has been duly executed and delivered by the Trustee.

**THE CITY HAS CERTIFIED, RECITED AND DECLARED** that all things, conditions and acts required by the Constitution and laws of the State of Mississippi and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Certificate, do exist, have happened and have been performed in due time, form and manner as required by law.

**IN WITNESS WHEREOF**, this Certificate has been executed and delivered by an authorized representative of the Trustee, acting pursuant to the Trust Agreement, on this the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_ Bank \_\_\_\_\_, Mississippi as Trustee

BY: \_\_\_\_\_  
Authorized Representative

**VALIDATION CERTIFICATE**

The issuance of the Certificates of which this Certificate is one has been validated and confirmed by order and decree of the First Judicial District of the Chancery Court of Oktibbeha County, Mississippi, rendered on the \_\_\_\_ day of \_\_\_\_\_, 2012.

BY: \_\_\_\_\_  
City Clerk

**ASSIGNMENT**

**For value received** the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
(name), (address), (Employer Identification Number

or Social Security Number), the within-mentioned Certificate and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_, attorney, to transfer the same on the records of the Trustee with full power of substitution in the premises.

Dated:

\_\_\_\_\_  
Note: The signature(s) on this Certificate must correspond with the name(s) as written on the face of the within registered Certificate in every particular, without alteration or enlargement or any change whatsoever.

Tax Identification Number of Assignee:

Signature Guaranteed.

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

Note: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

**EXHIBIT B**

**FORM OF PAYMENT REQUEST**

**DISBURSEMENT REQUEST NO.**

\_\_\_\_\_ Bank  
as Trustee

\_\_\_\_\_, MS \_\_\_\_\_

Attention: Corporate Trust Department

Re: \$ \_\_\_\_\_ Certificates of Participation (City of Starkville, Mississippi  
Public Buildings Project), Series 2012

Attention:

Pursuant to Section 3.02 of the Trust Agreement (the "Trust Agreement"), dated as of \_\_\_\_\_ 1, 20\_\_, by and between the City of Starkville, Mississippi and you, as Trustee, you are hereby instructed to disburse the sum of \$ \_\_\_\_\_ from the Costs of Issuance Account in the Construction and Acquisition Fund established under the Trust Agreement. You are instructed to pay such disbursement to the order of the following payee, and for the following cost(s) and/or expense(s):

Payee: \_\_\_\_\_

Cost(s) and/or expense(s) for which disbursement is requested:

Dated: \_\_\_\_\_

CITY OF STARKVILLE, MISSISSIPPI

\_\_\_\_\_  
City Representative

**EXHIBIT C**

**FORM OF CONSTRUCTION DISBURSEMENT REQUEST**

**DISBURSEMENT REQUEST NO.**

\_\_\_\_\_ Bank  
as Trustee  
[address]

Attention: Corporate Trust Department

Re: \$\_\_\_\_\_ Certificates of Participation (City of Starkville, Mississippi Public Buildings Project), Series 2012

Attention:

In accordance with the terms of the Trust Agreement dated as of \_\_\_\_\_ 1, 20\_\_, by and between you and City of Starkville, Mississippi (the "City") (the "Trust Agreement"), you are hereby authorized and requested to make immediate disbursement of funds held by you for Acquisition Costs (as defined in the Trust Agreement).

The undersigned hereby certifies that:

(i) No part of the amount requested herein has been included in any other request previously filed with you;

(ii) There has not been filed with or served upon the Corporation or, if different, the undersigned, any notice of any lien or attachment upon or claim (except for any preliminary notice of lien as may be filed in accordance with law) affecting the right of the person, corporation or other entity stated below to receive payment of the amount stated below, which lien has not been released or will not be released simultaneously with the payment requested hereunder;

(iii) The amount remaining in the General Account within the Construction and Acquisition Fund held under the Trust Agreement will, after payment of the amount requested below, be sufficient to pay the cost of completing the construction of the Improvements (as hereinafter defined in accordance with construction contracts now in effect and the undersigned's estimates of costs of work, if any, not under contract, all in accordance with the plans and specifications for the improvements described in the Lease (the "Improvements") now in effect and on file with the Corporation;

(iv) The labor, services and/or materials covered hereby have been performed upon or furnished to the Improvements and the payment requested herein is due and payable under a purchase order, contract or other authorization;

(v) All construction to date has been performed in accordance with the plans and specifications for the Improvements on file with the Corporation, and there have been no changes in those plans and specifications except as have been expressly permitted by the Corporation;

(vi) There have been no changes in the scope or time of performance of the work of construction, nor any extra work, labor or materials ordered or contracted for, nor are any such changes contemplated, except as have been expressly permitted by the Corporation;

(vii) All amounts previously disbursed by you for labor, services and/or materials with respect to the Improvements, pursuant to previous disbursement requests, have been paid to the parties entitled thereto;

(viii) All conditions to the disbursement of the funds requested herein as set forth in the Trust Agreement and in the Lease have been fulfilled, and, to the best knowledge of the undersigned, no default under the Lease has occurred and is continuing.

You are hereby requested to pay from the General Account within the Construction and Acquisition Fund established by the Trust Agreement, to the person, corporation or other entity designed below as Payee, the sum set forth below such designation, in payment of all ( ) or a portion ( ) (designated by the insertion of an "x" in the parentheses following the correct word or phrase) of the Construction Cost described below.

Payee: \_\_\_\_\_

Address: \_\_\_\_\_

Amount: \_\_\_\_\_

Description of Construction Cost or portion thereof accepted by the undersigned and authorized to be paid to the Payee:

Dated: \_\_\_\_\_

[CORPORATION]

BY: \_\_\_\_\_  
Corporation Representative

**CONSENT OF CITY:**

CITY OF STARKVILLE, MISSISSIPPI

\_\_\_\_\_  
City Representative

**EXHIBIT D**

**REAL PROPERTY DESCRIPTION**

EXHIBIT F  
ASSIGNMENT AGREEMENT

**ASSIGNMENT AGREEMENT**

**Dated as of \_\_\_\_\_ 1, 20\_\_**

**by and between**

\_\_\_\_\_

**and**

\_\_\_\_\_ **BANK**

\_\_\_\_\_, **MISSISSIPPI**

**as Trustee**

**Prepared by:**

**Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P.**

**190 East Capitol Street, Suite 800**

**Jackson, Mississippi 39201**

**INDEXING INSTRUCTIONS:** The within described property is located at Northwest corner of the \_\_ ¼ of the \_\_ 1/4 of Section \_\_, Township \_\_ \_\_, Range \_\_ \_\_, Oktibbeha County, Mississippi.

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment Agreement"), dated as of \_\_\_\_\_ 1, 20\_\_ , is by and between \_\_\_\_\_ (the "Corporation"), a \_\_\_\_\_, and \_\_\_\_\_ BANK, \_\_\_\_\_, MISSISSIPPI, a state banking corporation organized and existing under the laws of the State of Mississippi and authorized to accept assignments of the nature herein set forth, as trustee (the "Trustee").

### WITNESSETH

WHEREAS, the City and the Corporation have entered into a Lease and Option to Purchase, dated as of the date hereof (the "Lease"), pursuant to which the Corporation agrees, among other things, to lease certain real property described in EXHIBIT A hereto (the "Property") and related facilities to be located thereon as described in the Lease (the "Project") to the City in consideration for which the City has agreed to pay base rental (the "Base Rental"), all as more particularly described in the Lease; and

WHEREAS, the City and the Trustee have entered into a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), pursuant to which the Trustee has agreed to execute and deliver certificates of participation (the "Certificates"), each evidencing a proportionate interest in the Lease, including the right to receive Base Rental payable thereunder; and

WHEREAS, the Corporation desires to assign and transfer certain of its rights, title and interest in and to the Lease to the Trustee on the terms and conditions set forth hereinbelow.

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

#### SECTION 1. Definitions.

~~All capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement.~~

#### SECTION 2. Assignment.

The Corporation does hereby assign and transfer to the Trustee, for the benefit of the Owners of the Certificates, all of the Corporation's rights, title, claims, proceeds, rents and interest in and to the Lease, including the Corporation's right to receive Base Rental and Additional Rental, as well as its rights to enforce payment of such Base Rental when due or otherwise to protect its interest in the event of a default or termination by the City under the Lease, in accordance with the terms thereof. The Base Rental and other rights of the Corporation assigned hereunder shall be applied and the rights so assigned shall be exercised by the Trustee as provided in the Trust Agreement. The Corporation and the City hereby warrant and represent that the provisions of the Lease and this Assignment Agreement shall transfer all of the Corporation's right, title, claims, proceeds, rents and interest in and to the Lease, including, without limitation, the Corporation's right to receive Base Rental or any Additional Rental payable thereunder, to the Trustee for the Benefit of the Owners of the Certificates, and the Corporation has no further rights or obligations under the Lease.

SECTION 3. Acceptance of Assignment.

The Trustee hereby accepts the assignment of such of the Corporation's rights under the Lease as are assigned pursuant to the terms of this Assignment Agreement, for the purpose of securing such Base Rental and rights to the Owners, from time to time, of Certificates.

SECTION 4. No Additional Rights or Duties.

This Assignment Agreement shall not confer any rights nor impose any duties, obligations or responsibilities upon the Trustee beyond those expressly provided in the Lease and the Trust Agreement. This Assignment Agreement shall not impose any duties, obligations or responsibilities upon the Corporation or the City beyond those expressly provided in the Lease and the Trust Agreement or as otherwise set forth herein.

SECTION 5. Consent of the Corporation to Sale of Certificates.

The Corporation does hereby authorize, direct and consent to the execution and delivery of the Certificates by the Trustee, the receipt of payment by the Trustee for the Certificates when the same shall be sold to the original purchaser or purchasers thereof and the transfer and deposit of such proceeds by the Trustee into the funds and accounts created by the Trust Agreement, all in accordance with the terms of the Trust Agreement.

SECTION 6. Further Assurances.

The Corporation will make, execute and deliver any and all such further resolutions, instruments, assurances to continue the existence in good standing of the Corporation under the laws of the State of Mississippi and other assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Assignment Agreement, and for the better assuring and confirming to the Owners of the Certificates the rights and benefits intended to be conveyed pursuant hereto.

SECTION 7. Execution in Counterparts.

This Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Assignment Agreement as of the date first above written.

\_\_\_\_\_

By \_\_\_\_\_  
President

Signature page to Assignment Agreement, dated \_\_\_\_\_ 1, 20\_\_, by and between \_\_\_\_\_ and \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, as Trustee.

\_\_\_\_\_ BANK  
\_\_\_\_\_, MISSISSIPPI, AS TRUSTEE

By \_\_\_\_\_

Signature page to Assignment Agreement, dated \_\_\_\_\_ 1, 20\_\_, by and between  
\_\_\_\_\_ and \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, as  
Trustee.

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that she is the President of the \_\_\_\_\_ and that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction the within named \_\_\_\_\_ who acknowledged to me that he is an authorized officer of \_\_\_\_\_ BANK, \_\_\_\_\_, MISSISSIPPI and that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the \_\_\_ day of \_\_\_\_\_, 2012.

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

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**  
**REAL PROPERTY DESCRIPTION**

EXHIBIT H  
PRELIMINARY OFFICIAL STATEMENT

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

## PRELIMINARY OFFICIAL STATEMENT DATED JUNE \_\_, 2012

*In the opinion of Bond Counsel, the interest portion of the Base Rental payments to be made by the City under the Lease and received by the owners of the Certificates is excluded from gross income for federal income tax purposes under present federal income tax laws and is exempt from personal income taxes of the State of Mississippi under present state income tax laws. However, the interest portion of the Base Rental payments is included in the computation of certain federal taxes on corporations. See the section entitled "TAX MATTERS" herein.*

§ \_\_\_\_\_

### CERTIFICATES OF PARTICIPATION (CITY OF STARKVILLE, MISSISSIPPI PUBLIC BUILDINGS PROJECT), SERIES 2012 EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY THE CITY OF STARKVILLE, MISSISSIPPI

Dated: Date of Delivery

Due: \_\_\_\_ 1 and \_\_\_\_ 1, as shown on inside of front cover

The Certificates of Participation (City of Starkville, Mississippi Public Buildings Project), Series 2012 (the "Certificates") represent fractional and proportionate undivided interests in a Lease and Option to Purchase (the "Lease") including the right to receive Base Rental payments thereunder (as defined herein), for use and occupancy of a City Hall and a police station to be acquired, constructed, furnished and equipped with the proceeds of the sale of the Certificates and leased to City of Starkville, Mississippi by \_\_\_\_\_ a \_\_\_\_\_ (the "Corporation"). Pursuant to an Assignment Agreement, Corporation has irrevocably assigned certain of its rights under the Lease, including the right to receive Base Rental payments paid by the City, to the Trustee.

The Certificates are issuable only as fully registered certificates, without coupons. The Certificates will be available to purchasers in the principal denomination of \$5,000 each or any integral multiple thereof. The Certificates will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), as securities depository for the Certificates. Purchasers of the Certificates will not receive physical delivery of the Certificates. The principal or redemption price of and interest on the Certificates are payable by wire transfer to DTC which, in turn, will remit such principal, redemption price or interest to DTC Participants for subsequent disbursements to the Beneficial Owners of the Certificates, as more fully discussed herein. See "THE CERTIFICATES - Book-Entry Only System" herein.

Interest is payable by \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, as Trustee, by check or draft mailed on the Interest Payment Date to the persons who were the registered Owners of the Certificates as of the Record Date for such payment. Interest is payable on \_\_\_\_ 1 and \_\_\_\_ 1 of each year (each an "Interest Payment Date"), commencing \_\_\_\_ 1, 20\_\_\_. Principal of the Certificates is payable at maturity thereof or earlier redemption thereof at the corporate trust office of the Trustee in \_\_\_\_\_, Mississippi or at the office of any paying agent. The Certificates shall mature on \_\_\_\_ 1 and \_\_\_\_ 1 of each year, commencing \_\_\_\_ 1, 20\_\_\_, as set forth on the inside of the front cover hereof. Certificates are subject to redemption as described herein.

The obligation of the City to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the City in accordance with the terms of said Lease. Provided, however, so long as no default of any monetary obligation of the City has occurred, the City's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the City to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the City beyond such current and specific appropriation. The City's Mayor and Board of Aldermen (the "Governing Body"), in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the City or prevents or restricts the City at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the City or for any other purpose whatsoever. The City has not pledged or levied any form of taxation for the payment of the Certificates.

The obligation of the City under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the City, the State of Mississippi or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

The Certificates are offered when, as and if delivered to and received by Corporation, subject to the approval of legality by Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P., Bond Counsel. The Certificates, in book-entry form, will be available for delivery in Jackson, Mississippi on or about \_\_\_\_\_, 20\_\_.

Maturity Schedule

MATURING	PRINCIPAL AMOUNT	INTEREST RATE	PRICE OR YIELD	MATURING	PRINCIPAL AMOUNT	INTEREST RATE	PRICE OR YIELD
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No dealer, broker, salesman or other person has been authorized to make any representations with respect to the Certificates other than is contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any of the Certificates in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information regarding DTC has been obtained from DTC, but is not guaranteed as to accuracy or completeness by the City. The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with and as a part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information, estimates and expressions of opinion contained herein are subject to changes without notice, and while all information has been secured from sources which are believed to be reliable, all parties preparing and distributing the Official Statement make no guaranty or warranty relating thereto. All opinions, estimates or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement shall, nor any sale made hereunder, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof

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§ \_\_\_\_\_ \*

**CERTIFICATES OF PARTICIPATION**  
**(CITY OF STARKVILLE, MISSISSIPPI PUBLIC BUILDINGS PROJECT), SERIES 2012**  
**Evidencing Proportionate Interests in a Lease,**  
**Including the Right to Receive**  
**Base Rental Payments Thereunder, to be Made by**  
**the CITY OF STARKVILLE, MISSISSIPPI**

**INTRODUCTION**

The purpose of this Official Statement, which includes the attached APPENDICES, is to provide certain information concerning the sale and delivery of the Certificates of Participation (City of Starkville, Mississippi Public Buildings Project), Series 2012 (the "Certificates"), in the initial aggregate principal amount of \$ \_\_\_\_\_. The Certificates represent fractional and proportionate undivided interests in a Lease and Option to Purchase (the "Lease"), dated as of \_\_\_\_\_ 1, 2012, by and between City of Starkville, Mississippi (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Corporation"), including the right to receive payments to be made by the City as Base Rental for the use and occupancy of facilities to be utilized for City offices. The City is authorized to enter into said Lease and pay said Base Rental pursuant to the provisions of Sections 31-8-1 et seq., Mississippi Code of 1972, as amended.

Corporation and the City have entered into the Lease, pursuant to which the City agrees to lease for City purposes certain real property as described therein (the "Property") and the improvements to be constructed on the Property (collectively, the "Project"), and Corporation agrees to lease the Project to the City, all as authorized by Sections 31-8-1 et seq., Mississippi Code of 1972, as amended (the "Act").

The Certificates are being issued pursuant to a Trust Agreement (the "Trust Agreement"), dated as of \_\_\_\_\_ 1, 2012, by and between the City and \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, as Trustee (the "Trustee"). Under the terms of an Assignment Agreement, dated as of \_\_\_\_\_, 20\_\_\_\_ (the "Assignment Agreement"), Corporation will assign to the Trustee, for the benefit of the Owners of the Certificates, all of its right, title and interest in and to the Lease (excepting only Corporation's obligation to cause the Project to be constructed and its rights to indemnification and payment or reimbursement of its costs and expenses). Such assignment to the Trustee will include Corporation's right to receive Base Rental payments and the right to enforce payment of Base Rental when due.

Under the Lease, the City is required to make Base Rental payments, each of which contains an interest component and a principal component which the Trustee will distribute to the Owners of the Certificates. [In addition, the Lease requires the City to pay, as Additional Rental, any taxes, assessments and insurance premiums with respect to the Project and, to the extent not paid out of proceeds of the Certificates, the fees and expenses of the Trustee, the expenses of execution and delivery of the Certificates and any other fees, costs or expenses incurred by Corporation in connection with the execution, performance and enforcement of the Lease, the Trust Agreement or any of the transactions contemplated thereby or related to the Project.] To secure the performance of its obligation to pay Base Rental, the City shall deposit each Base Rental payment with the Trustee at least five days prior to the date on which the Base Rental is due, for application by the Trustee in accordance with the terms of the Trust Agreement. In the event any such date of deposit is not a Business Day, such deposit shall be made on the next preceding Business Day.

The obligation of the City to pay Base Rental payments shall commence on the Closing Date. Base Rental payments with respect to the Project shall be payable from any source lawfully available therefor.

The obligations of the City to make the Base Rental payments and to perform and observe the other agreements on its part contained in the Lease shall be absolute and unconditional, regardless of whether the Project shall have been entirely completed at the time the first payment becomes due hereunder and regardless of the continued existence of the Project in a physical condition satisfactory to the City.

Until the principal of and interest on the Certificates have been fully paid or all the City's obligations under the Lease are satisfied and defeased, the City (1) shall not diminish, suspend or discontinue any payments provided for in the Lease, (2) shall perform and observe all of its other agreements contained in the Lease, and (3) shall not terminate the Lease.

The City has covenanted in the Lease to take such action as may be necessary to include and maintain all Base Rental payments and other payments due under the Lease for the Project in its annual budget, and to make the necessary annual appropriations for all such payments until all principal of and interest on the Certificates shall have been paid or all obligations of the City under the Trust Agreement satisfied and terminated.

THE OBLIGATION OF THE CITY TO MAKE BASE RENTAL AND ADDITIONAL RENTAL PAYMENTS UNDER THE LEASE CONSTITUTES A BINDING OBLIGATION OF THE CITY IN ACCORDANCE WITH THE TERMS OF SAID LEASE. PROVIDED, HOWEVER, SO LONG AS NO DEFAULT OF ANY MONETARY OBLIGATION OF THE CITY HAS OCCURRED, THE CITY'S OBLIGATION TO PAY ANY AMOUNTS DUE OR PERFORM ANY COVENANTS REQUIRING OR RESULTING IN THE EXPENDITURE OF MONEY SHALL BE CONTINGENT AND EXPRESSLY LIMITED TO THE EXTENT OF ANY SPECIFIC, ANNUAL APPROPRIATION MADE BY THE CITY TO FUND SUCH LEASE. NOTHING CONTAINED IN THE LEASE SHALL CREATE ANY MONETARY OBLIGATION ON THE PART OF THE CITY BEYOND SUCH CURRENT AND SPECIFIC APPROPRIATION. THE CITY'S CITY COUNCIL (THE "GOVERNING BODY"), IN ITS SOLE DISCRETION, MAY MAKE SAID PAYMENTS WITH ANY LAWFULLY AVAILABLE REVENUES. EXCEPT AS STATED IN THE TRUST AGREEMENT, NOTHING IN THE LEASE CREATES A LIEN OF ANY KIND OR CHARACTER WHATSOEVER UPON ANY FUNDS, INCOME OR REVENUE NOW EXISTING OR HEREAFTER HELD, COLLECTED, RECEIVED, ANTICIPATED BY, OR AVAILABLE TO THE GOVERNING BODY OR PREVENTS OR RESTRICTS THE GOVERNING BODY AT ANY TIME FROM PLEDGING, OBLIGATING OR CREATING SPECIFIC LIENS UPON FUNDS, INCOME OR REVENUES TO OR FOR THE PAYMENT OF ANY BONDS, NOTES OR CERTIFICATES OF THE GOVERNING BODY OR FOR ANY OTHER PURPOSE WHATSOEVER. THE CITY HAS NOT PLEDGED OR LEVIED ANY FORM OF TAXATION FOR THE PAYMENT OF OUTSTANDING CERTIFICATES.

THE OBLIGATION OF THE CITY UNDER THE LEASE IS NOT A GENERAL OBLIGATION AND DOES NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

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For certain information with respect to the City, including financial information, See APPENDIX A - "CITY OF STARKVILLE, MISSISSIPPI INFORMATION" and APPENDIX B - "AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED SEPTEMBER 30, 2010"

The meaning of capitalized terms used in this Official Statement are set forth under the caption "GLOSSARY" unless otherwise defined herein, or in the Trust Agreement.

## ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds are estimated to be as follows:

### SOURCES OF FUNDS:

Principal Amount of Certificates \_\_\_\_\_  
Total Sources \_\_\_\_\_

### USES OF FUNDS:

Deposit to General Account of Construction  
and Acquisition Fund \_\_\_\_\_  
Deposit to Costs of Issuance Account \_\_\_\_\_  
Deposit to the Interest Account of the Certificate Funds \_\_\_\_\_  
Total Uses of Funds \_\_\_\_\_

## GLOSSARY

"Acquisition Costs" means, with respect to the Project and related facilities, the contract price paid or to be paid to or at the direction of the Contractor for the design, construction, expansion, remodeling, enlarging and equipping and delivery of the Project and related facilities, in accordance with the General Construction Contract, and includes reimbursement to the City and the Corporation for any payments made by the City and the Corporation prior to the execution of the Lease. Acquisition Costs also include the cost of the site of the Project, the costs of site preparation necessary for the construction and installation of the Project and related facilities, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Lease, the Assignment Agreement and the Trust Agreement, and any and all agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction, expansion, remodeling, enlarging and equipping and financing of the Project and related facilities. Acquisition Costs also include capitalized interest for the period of construction plus one (1) year, less any amounts on deposit in the Interest Account for capitalized interest.

"Assignment Agreement" means that certain Assignment Agreement dated as of \_\_\_\_\_ 1, 20\_\_, by and between the Corporation and the Trustee pertaining to the assignment of all of the Corporation's rights, title, claims, proceeds, rents and interest in and to this Lease and the Ground Lease to the Trustee for the benefit of the Owners of the Certificates.

"Base Rental" means the amounts referred to as such in the Lease, as such amounts may be adjusted from time to time in accordance with the terms thereof, but does not include Additional Rental. A table setting forth the Base Rental payments is included in APPENDIX D to this Official Statement.

"Base Rental Fund" means the trust fund established pursuant to the Trust Agreement, into which all Base Rental payments received by the Trustee shall be deposited.

"Bond Counsel" means Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P., Jackson, Mississippi.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the City of Starkville City Hall is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"Certificate Fund" means the trust fund established pursuant to the Trust Agreement for the payment or redemption of principal, interest and premium, if any, with respect to the Certificates.

"Certificate Obligation" means, as of any date of calculation, with respect to any Outstanding Certificate, the principal amount with respect thereto.

"Certificates" means the \$ \_\_\_\_\_ Certificates of Participation (City of Starkville, Mississippi Public Buildings Project), Series 2012, dated \_\_\_\_\_, 2012, and offered by this Official Statement and representing proportionate interests in the Lease, including the right to receive Base Rental payments thereunder.

"City" means City of Starkville, Mississippi.

"Closing Date" means \_\_\_\_\_, 2012, or such later date as may be set by the parties hereto.

"Code" means the Internal Revenue Code of 1986, as amended, and any Regulations promulgated thereunder and pursuant thereto.

"Construction Fund" or "Construction and Acquisition Fund" means the Construction and Acquisition Fund, a trust fund established under the Trust Agreement for the payment of costs of acquiring and constructing the Project and related facilities and costs of executing and delivering the Certificates.

"Contingency Account" means the Contingency Account established within the Certificate Fund established for the purpose of receiving any delinquent Base Rental payments, any proceeds of rental interruption insurance and any liquidated damages with respect to the Project.

"Corporation" means \_\_\_\_\_, a \_\_\_\_\_.

"Costs of Issuance" means all of the costs of issuing the Certificates, including, but not limited to, all printing and document preparation expenses in connection with the Trust Agreement, the Lease, the Assignment Agreement, the Certificates, the preliminary official statement and the official statement pertaining to the Certificates and any and all other agreements, instruments, certificates, or other documents issued in connection therewith; rating agency fees; CUSIP Service Bureau charges; market study fees; costs of municipal bond insurance premium or surety bond premium, if any; underwriter fees; legal fees and expenses of counsel with respect to the financing of the Project; any computer and other expenses incurred in connection with the Certificates; the initial fees and expenses of the Trustee and any paying agent (including without limitation, origination fees and first annual fees payable in advance); and other fees and expenses incurred in connection with the issuance of the Certificates or the implementation of the financing for the Project.

"Costs of Issuance Account" means the account within the Construction and Acquisition Fund established for the payment of the Costs of Issuance with respect to the Certificates.

"Fiscal Year" means the fiscal year of the City, which currently is the period from October 1 to and including the following September 30.

"General Account" means the account established under the Trust Agreement in the Construction and Acquisition Fund into which shall be deposited a portion of the proceeds of the sale of the Certificates.

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

"Interest Account" means the account established in the Certificate Fund under the Trust Agreement.

"Interest Payment Date" means \_\_\_\_ 1 and \_\_\_\_ 1 in each year, commencing \_\_\_\_ 1, 20\_\_, until the maturity or earlier redemption date of the Certificates.

"Lease" means the Lease and Option to Purchase, dated as of \_\_\_\_\_, 2012, by and between the City as lessee and Corporation as lessor pursuant to which the City leases the Property from Corporation.

"Lease Year" means the period from the Closing Date through July 1, 2013, and thereafter each twelve month period from each July 2 to and including the following July 1 during the Lease Term.

"Official Statement" means this Official Statement, including the appendices hereto.

"Option Price" means the total amount necessary to defease all Outstanding Certificates (as such term is defined in the Trust Agreement) pursuant to and in accordance with Section 10.01 of the Trust Agreement.

"Outstanding" when used with respect to Certificates, means all Certificates theretofore executed and delivered by the Trustee under the Trust Agreement except:

- (1) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;
- (2) Certificates for payment or repayment of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Trustee in accordance with the Trust Agreement (whether on or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in the Trust Agreement or provision satisfactory to the Trustee shall have been made for the giving of notice; and
- (3) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to the Trust Agreement.

"Owner" means the registered owner, as indicated in the Certificate Register, of any Certificate.

"Trustee" shall mean any bank, trust company or other financial institution designated by the City for the payment of the principal of and interest on the Certificates and which shall initially be the same entity as the Trustee.

"Principal Account" means the Principal Account established within the Certificate Fund under the Trust Agreement.

"Project" means collectively, the Property including Improvements to be constructed on the Property including equipment to be acquired and installed on the Property with the proceeds of the Certificates.

"Property" means the real property which is leased to the City by Corporation pursuant to the Lease and on which the Improvements are to be located.

"Property Insurance" means the insurance required to be maintained by the City as described in the Lease.

"Qualified Surety Bond" means a surety bond issued by an insurance company which is rated in the highest rating category by Standard & Poor's Ratings Group (or its successor) or Moody's Investors Service, Inc. (or its successor).

"Qualified Investments" means and includes all securities, instruments and the like in which the City is authorized to invest its funds in accordance with applicable State law and the rules and regulations promulgated by the State Treasurer pursuant to Section 31-19-5, Mississippi Code of 1972, as amended.

"Record Date" means the fifteenth (15th) day of the month before an Interest Payment Date, whether or not a Business Day.

"Redemption Account" means the Redemption Account established within the Certificate Fund under the Trust Agreement.

"Rental Deposit Date" means the day which is five days prior to the date on which the next payment of Base Rental is scheduled to become payable.

"Total Maturity Amount" means, with respect to any Outstanding Certificate, the aggregate principal amount thereof.

"Trust Agreement" means the Trust Agreement dated as of \_\_\_\_ 1, 2012, by and between the City and the Trustee providing for the execution and delivery of the Certificates and providing the terms of the Certificates.

"Trustee" means \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, acting as Trustee under the Trust Agreement, and any successor trustee thereunder.

## THE PROJECT

The proceeds of the sale of the Certificates will be used to finance acquisition of, and improvements to,  
\_\_\_\_\_.

## THE CERTIFICATES

### General Provisions

The Certificates represent proportionate interests in the Lease, including the right to receive a proportionate share of Base Rental payments thereunder.

Details of Certificates. The Certificates will be issued in fully registered form in \$5,000 denominations or any integral multiple thereof. Interest with respect to the Certificates will be computed using a year of 360 days comprised of twelve 30-day months and is payable on \_\_\_\_ 1 and \_\_\_\_ 1 of each year, commencing \_\_\_\_ 1, 20\_\_\_. The Certificates will mature on the dates and in the principal amounts, with interest computed at the rates, as set forth on the inside cover page of this Official Statement.

Principal of Certificates will be payable upon surrender thereof at maturity or the earlier redemption thereof at the corporate trust office of the Trustee in \_\_\_\_\_, Mississippi, or the office of any paying agent. Amounts designated as interest will be payable by check or draft, mailed on the Interest Payment Date to the persons who are the registered Owners as of the Record Date for such payment, as their names and addresses appear on the Certificate Register maintained by the Trustee.

Registration, Transfer and Exchange. The registration of any Certificate may be transferred upon the surrender of such Certificate to the Trustee and payment of such reasonable transfer fees as the Trustee may establish. Certificates may be exchanged at the corporate trust office of the Trustee for a new Certificate of like tenor and maturity in the same Total Maturity Amount and in authorized denominations. The Trustee may charge the Owner of a Certificate surrendered for exchange a reasonable sum for each new Certificate executed and delivered upon such exchange and the Trustee may require the payment by such Owner of any tax or other governmental charge required to be paid with respect to such exchange. The Trustee is not required to register the transfer or exchange of any Certificate that has been called, or is subject to being called for redemption prior to maturity, during a period beginning at the opening of business 15 days before any selection of Certificates for such redemption through the close of business on the redemption date, except for the unredeemed portion of any Certificate to be redeemed in part only.

### Book-Entry Only System

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

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants

("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

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

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

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the 2012 Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detailed information from the City or the Trustee, on payment dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the

responsibility of such Participant and not of DTC, the Trustee or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

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

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

**THE CITY AND THE TRUSTEE CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC. NEITHER THE CITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.**

#### **Redemption Prior to Maturity**

Optional Redemption. Certificates maturing on \_\_\_\_ 1, 20\_\_, and thereafter, are subject to redemption prior to their stated dates of maturity, either in whole or in part, in inverse order of maturity and by lot within a maturity on \_\_\_\_ 1, 20\_\_, or on any Interest Payment Date thereafter, at par, plus accrued interest to the date of redemption if the City exercises its prepayment rights under the Lease. See "SUMMARY OF FINANCING DOCUMENTS - the Lease - Option to Purchase" herein.

Redemption from Insurance Proceeds and Condemnation Awards. The Certificates are subject to mandatory redemption, in whole or in part, on any date, without premium at a price equal to the principal amount thereof plus accrued but unpaid interest from the following sources:

(a) proceeds of any Property Insurance, including the proceeds of any self-insurance fund, or the proceeds of any condemnation award, which have not been applied to repairing or replacing damaged, destroyed or taken property;

(b) proceeds of title insurance received as a result of a title defect in respect of the Project, if the City determines that such title defect has materially affected the Project; and

(c) proceeds of damages or other payments received by the Trustee from the enforcement of any rights and powers of the Trustee under the Lease after payment of overdue interest and principal with respect to the Certificates.

Redemption From Excess Construction Fund Moneys. The Certificates are subject to mandatory redemption, in whole or in part, on any date, without premium, at a redemption price equal to the principal amount thereof, plus accrued but unpaid interest, from moneys transferred to the Redemption Account within the Certificate Fund from the General Account of the Construction Fund after completion of the Project.

Selection and Partial Redemption of Certificates. If less than all of the Certificates of a particular maturity at the time Outstanding are to be called for redemption, the particular Certificates or portions thereof of such maturity to be redeemed shall be selected, except as otherwise provided in the Trust Agreement, by the Trustee in such manner of random selection as the Trustee, in its discretion, may determine. The Trustee shall call for redemption in accordance with the foregoing provisions as many Certificates or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Certificates or portions thereof shall be redeemed only in integral multiples of a principal amount of \$5,000.

In the case of Certificates of denominations greater than \$5,000, if less than all of such Certificates then Outstanding are to be called for redemption, then for all purposes in connection with redemption, each \$5,000 of principal amount shall be treated as though it was a separate Certificate of the denomination of \$5,000 bearing one of the numbers borne by such by registered Certificate. If it is determined that one or more, but not all of the \$5,000 units of principal amount represented by any such fully registered Certificate is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner of such fully registered Certificate shall forthwith surrender such Certificate to the Trustee (a) for payment of the redemption price (including the redemption premium, if any, and interest to date fixed for redemption) of the \$5,000 unit or units of principal amount called for redemption, and (b) exchange for a new Certificate or Certificates of the aggregate principal amount of the unredeemed balance of the principal amount of such fully registered Certificate, which shall be issued to the Owner thereof without charge therefor. If the Owner of any such fully registered Certificate of a denomination greater than \$5,000 shall fail to present such Certificate to the Trustee for payment and exchange as aforesaid, such Certificate shall nevertheless become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of principal amount called for redemption (and to that extent only). Interest shall cease to accrue on the portion of the principal amount of such Certificate represented by such \$5,000 unit or units of principal amount on and after the date fixed for redemption, provided that funds sufficient for the payment of the redemption price shall have been deposited with the Trustee and shall be available for the redemption of said \$5,000 unit or units on the date fixed for redemption, and in such event, such Certificate shall not be entitled to the benefit or security of this Trust Agreement to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption and applicable premium, if any) represented by such \$5,000 unit or units of principal amount, nor shall new Certificates be thereafter issued corresponding to said unit or units.

Notice. Notice of redemption identifying the numbers of Certificates or portions thereof to be redeemed shall be given to the Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. From and after such redemption date, interest with respect to the Certificates to be redeemed will cease to accrue.

## SOURCES OF PAYMENT

The Certificates represent proportionate interests in the Lease including, in particular, the right to receive a proportionate share of the Base Rental payments to be made by the City under the Lease. The Base Rental payments

are to be paid from the general fund of the City or any other source of funds lawfully available therefor. In the Lease, the City covenants to take such action as may be necessary to include all Base Rental payments in its annual budget and to make the necessary annual appropriations for all such Base Rental payments.

#### **City's Obligation for Payment**

The obligation of the City to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the City in accordance with the terms of said Lease. Provided, however, so long as no default of any monetary obligation of the City has occurred, the City's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the City to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the City beyond such current and specific appropriation. The City's Governing Body, in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other purpose whatsoever. The City has not pledged or levied any form of taxation for the payment of the Certificates.

The obligation of the City under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the City, the State of Mississippi or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

#### **No Right to Abatement Upon Damage, Destruction or Taking**

The obligations of the City to make the payments required by the Lease thereof and to perform and observe the other agreements on its part contained in the Lease and Trust Agreement shall be absolute and unconditional, regardless of whether the Project shall have been entirely completed at the time the first payment becomes due hereunder and regardless of the continued existence of the Project in a physical condition satisfactory to the City. Until such time as the principal of and interest on the Certificates shall have been fully paid or all the City's obligations under the Lease and the Trust Agreement satisfied and defeased, the City (1) shall not diminish, suspend or discontinue any payments provided for in the Lease, (2) shall perform and observe all of its other agreements contained in the Lease, and (3) shall not terminate the Lease for any cause.

Under the Lease (see the caption "SUMMARY OF FINANCING DOCUMENTS -Lease"), the City agrees to secure and maintain at all times a policy or policies of insurance against loss or damage to the Project known as "all risk." Such insurance shall be maintained at all times in an amount not less than the aggregate amount of Certificates Outstanding at such time. If the required insurance is not available from reputable insurers at a reasonable cost, the City shall be required to self-insure to the extent necessary to enable it to repair or replace the Project in accordance with the provisions of Section 4.2 of the Lease.

The Lease requires that the proceeds of the Property Insurance received in respect of destruction of or damage to the Project shall be paid to the Trustee for application in accordance with the provisions of the Trust Agreement, unless the City elects pursuant to the Trust Agreement to apply such proceeds to the replacement, repair or reconstruction of the Project. For a description of the City's options with respect to the repair or replacement of the Project and the use of Property Insurance proceeds, see "SUMMARY OF FINANCING DOCUMENTS - Trust Agreement -Property Insurance and Condemnation Proceeds" herein.

## SUMMARY OF FINANCING DOCUMENTS

The following are summaries of certain provisions contained in the Lease, the Trust Agreement and the Assignment Agreement and are not to be considered full descriptions thereof.

### Lease

Rentals. Under the Lease, the City promises to make Base Rental payments for the use of the Project. Base Rental payments will be distributed by the Trustee to the Owners of the Certificates (See "CERTIFICATES - Book-Entry Only System" herein). In the Lease, the City also promises to pay Additional Rental. The Lease is a triple net lease, and the City is obligated accordingly to pay all utility charges, maintenance expenses and other costs associated with the operation and possession of the Project. Base Rental due \_\_\_\_ 1 in any year shall be for the period \_\_\_\_ 1 of the prior year through \_\_\_\_ of the current year, and Base Rental due \_\_\_\_ 1 in any year shall be for the period \_\_\_\_ 1 of such year through \_\_\_\_ of such year. To secure the performance of its obligation to pay Base Rental, the City is required to deposit each Base Rental payment with the Trustee on or before the fifth day (5th) preceding the date on which the Base Rental payment is due, provided, however, that if such fifth (5th) day is not a Business Day, the City is required to deposit such Base Rental payment with the Trustee on the first Business Day preceding the date the Base Rental payment would otherwise be due. However, the amount to be deposited as set forth under APPENDIX D hereto shall be reduced by any amounts already on deposit in the Base Rental Fund. Corporation has, in the Assignment Agreement, assigned to the Trustee its rights to receive the Base Rental.

Term of Lease. The Lease Term begins on the Closing Date and ends \_\_\_\_ 1, 20 \_\_, or at such earlier time as the Certificates have been paid or provision for their payment has been made in accordance with the provisions of the Lease and the Trust Agreement.

Upon payment of all Base Rental required by the Lease or upon the sale of the Project to the City or its assignee pursuant to the exercise of the option to purchase the Project described below, the Lease shall terminate and title to the Project, and any improvements thereon or additions thereto, shall be transferred directly to the City or, at the option of the City, to any assignee or nominee of the City in accordance with the provisions of the Lease.

Option to Purchase. The City is given the exclusive right and option which shall be irrevocable during the term of the Lease to purchase the Lessor's interest in the Project on any Business Day, upon payment of the option price, but only if the City is not in default under the Lease or the Trust Agreement. The option price is the total amount necessary to defease all Outstanding Certificates pursuant to and in accordance with the Trust Agreement.

Construction of Project. Corporation shall agree to cause the Project and the related facilities to be constructed and installed and shall authorize the City to enter into and to provide for, or cause to be provided for, the complete acquisition, construction and installation of the Project and the related facilities in accordance with the terms of the Lease, the plans, and the General Construction Contract, as hereinafter defined. Payment for the costs of constructing and installing the Project and the related facilities shall be made from the moneys deposited in the Construction and Acquisition Fund. Corporation agrees that it will cause the acquisition, construction, delivery and installation of the Project and the related facilities to be diligently performed in accordance with the Lease and any applicable requirements of governmental authorities and law.

Covenant to Repair. During the term of the Lease, the City shall, at its own expense, maintain the Project, or cause the Project to be maintained, in good order, condition and repair and shall replace any portion of the Project which is destroyed; provided that the City shall not be required to repair or replace any such portion of the Project pursuant to the Lease if there shall be applied to the redemption of Certificates insurance proceeds or other lawfully available funds sufficient to redeem (i) all of the Certificates Outstanding or (ii) any portion thereof, and the rental payments allocable to the remaining portion of the Project equals the pro rata portion of Base Rental allocable to the Certificates Outstanding after such redemption.

Insurance. The City is required to secure and maintain or cause to be secured and maintained at all times with insurers of recognized responsibility, or, to the extent allowed below, through a program of self-insurance, all coverage on the Project described below.

Such insurance shall consist of:

(1) Property and casualty insurance for the Project in an amount (except as provided below) equal to the replacement cost of the Project. Such coverage must apply exclusively to the Project and must be available to repair/rebuild the Project under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Project shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the City. The policy must explicitly waive any co-insurance penalty. Insurance certificates evidencing exclusive coverage (whether or not provided under a master policy) must be provided to the Insurer prior to the Closing Date and annually thereafter within thirty (30) days of purchase or renewal.

(2) To the extent sovereign immunity is waived, Comprehensive general liability coverage against claims for damages including death, personal injury, bodily injury, or property damage arising from operations involving the Project, in an amount recommended from time to time by the City's risk management officer or an independent insurance consultant retained by the City for that purpose; provided, however, that the City's obligations under this clause (2) may be satisfied by self-insurance in an amount based on the recommendation of an independent insurance consultant retained by the City;

(3) From and after the substantial completion of the Project which shall be evidenced by a Certificate of Completion, boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed in the Project in an amount not less than \$1,000,000.00 per accident;

(4) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of Mississippi; provided, however, that the City's obligations under this clause (4) may be satisfied by self-insurance; and

(5) Title insurance in an amount equal to the par value of the Certificates and an opinion of counsel to the effect that the exceptions set forth in the policy do not materially impair the use of the Project and the Property for the purposes for which the same are, or may reasonably be expected to be, held. No self-insurance is permitted with respect to the above requirements for title insurance.

All policies or certificates issued by the respective insurers for insurance, with the exception of workers' compensation insurance, shall provide that such policies or certificates shall not be canceled or materially changed without at least 30 days' prior written notice to the Trustee. On or before August 2 of any Lease Year, the City shall deposit with the Trustee a certificate of a City Representative stating that the City is in compliance with the insurance requirements set forth in Section 4.4 of the Trust Agreement. All required insurance policies must be provided by a commercial insurer rated A by Best or in the two highest rating categories of S&P and Moody's. Insurance policies shall name the Trustee as additional insured.

Application of Property Insurance Proceeds. Proceeds of Property Insurance received in respect of destruction of or damage to the Project by fire or other casualty or event shall be paid to the Trustee for application in accordance with the provisions of the Trust Agreement. (See the caption "SUMMARY OF FINANCING DOCUMENTS - Trust Agreement - Property Insurance and Condemnation Proceeds.")

Eminent Domain. If the Project, or any portion thereof, shall be taken under the power of eminent domain, the Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and in the Lease the parties waive the benefit of any law to the contrary. Any award made in eminent domain proceedings for the taking shall be paid to the Trustee for application in accordance with the provisions of the Trust Agreement.

Default. Any of the following shall be defaults under the Lease: (i) the City shall fail to deposit with the Trustee any Base Rental on the day such deposit is required to be made, (ii) the City shall fail to pay any item of Additional Rental when the same shall become due and payable or (iii) the City shall breach any other terms, covenants or conditions contained in the Lease or in the Trust Agreement and shall fail to remedy any such breach with all reasonable dispatch within a period of 30 days after written notice thereof from Corporation to the City; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the City within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of the Owners of the Certificates.

Remedies. Upon the happening of an event of default, the Lessor may (i) terminate the Lease, (ii) with the consent of the City, which consent shall not be unreasonably withheld, keep the Lease in full force and effect and relet or sell the Project for the account of the City, and the City will remain liable for any cumulative net deficiency of rental payments under the Lease, (iii) terminate the Lease and relet the premises or sell the Project, (iv) enforce all of the rights and remedies under the Lease as they mature against the City, and (v) exercise such other remedies as may be legally available.

Subleases. The City may sublease all or any portion of the Project or grant concessions to others for the use of all or part of the Project as may be necessary or convenient or assign its right to purchase the Project pursuant to the Lease, but the City will remain liable for all of its obligations under the Lease.

Amendments to Lease. Pursuant to the terms of the Trust Agreement and the Lease, the Lease may be amended in writing by agreement between the parties thereto, with the consent of the Trustee, but no such amendment shall become effective as to the Owners of Certificates then Outstanding unless and until approved in writing by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding. Notwithstanding the foregoing, the Lease and the rights and obligations provided thereby may also be modified or amended at any time with the consent of the Trustee but without the consent of any Owners of the Certificates, upon the written agreement of the City and Corporation, but only (1) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting or supplementing any defective provision contained in the Lease, (2) in regard to questions arising under the Lease which the City and Corporation may deem necessary or desirable and not inconsistent with the Lease and which shall not adversely affect the interests of the Owners of the Certificates, or (3) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Certificates or impose additional duties, responsibilities or liabilities upon the Trustee; provided that the City, Corporation and the Trustee may rely in entering into any such amendment or modification thereof upon the opinion of Independent Counsel stating that the requirements of this sentence have been met with respect to such amendment or modification.

## **Trust Agreement**

Funds and Accounts. Under the Trust Agreement, the Trustee holds the Construction and Acquisition Fund, including the General Account and the Costs of Issuance Account therein, the Base Rental Fund, and the Certificate Fund, including the Interest Account, the Principal Account, the Redemption Account and the Contingency Account therein. Amounts deposited in the Base Rental Fund and the Certificate Fund are pledged to payment of the Certificates.

Construction and Acquisition Fund. On the Closing Date moneys will be deposited into the General Account and into the Costs of Issuance Account of the Construction and Acquisition Fund. Amounts in the Costs of Issuance Account will be used to pay costs and expenses related to the execution, delivery and sale of the Certificates. Any amount not used for such purpose is to be transferred to the General Account. Amounts in the General Account are to be used to pay Acquisition Costs, which, with respect to the Project and the related facilities, include the contract price paid for the acquisition, construction, installation or delivery of the Project and the related facilities, in accordance with the Construction Contract. Acquisition Costs also include the cost of the site of the Project, the costs of site preparation, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Lease, the Assignment Agreement and the Trust Agreement, and any and all other agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection

with the acquisition, construction, delivery, installation, furnishing, equipping and financing of the Project and related facilities.

If, after payment of the Acquisition Costs, there shall remain any balance of moneys in the General Account, all money so remaining shall be transferred, first, to the Redemption Account in the Certificate Fund, and any amount under \$5,000 remaining, to the Interest Account of the Certificate Fund.

~~Base Rental Fund. The Base Rental Fund is established in the Trust Agreement to receive amounts deposited on account of Base Rental payments with the exception of delinquent Base Rental payments. Moneys in the Base Rental Fund are to be transferred by the Trustee to the Principal Account and Interest Account within the Certificate Fund on the applicable Interest Payment Dates or redemption dates in an amount which, together with money on deposit therein, equals the interest and principal then due or required to be prepaid with respect to the Certificates.~~

Certificate Fund. Moneys available in the Interest Account and the Principal Account shall be applied by the Trustee to the payment of interest or principal payable on any Interest Payment Date or redemption date. Any delinquent Base Rental payments, proceeds of rental interruption insurance and any liquidated damages will be deposited in the Contingency Account and shall be transferred first, to the Interest Account and Principal Account, in such order of priority, for payment of past due interest and principal payments. Any amounts remaining in the Contingency Account after the foregoing transfers have been made shall be transferred to the Redemption Account. Property Insurance proceeds and condemnation awards not used to repair or replace the Project, the proceeds of title insurance received by the Trustee in the event of a title defect and damages or other payments received by the Trustee from the enforcement of any rights under the Lease and the Trust Agreement will be deposited into the Redemption Account maintained in the Certificate Fund and applied to the redemption of Certificates. Any amounts remaining in the General Account of the Construction and Acquisition Fund upon completion of the Project and the delivery of the Certificate of Completion to the Trustee will be transferred in integral multiples of \$5,000 to the Redemption Account in the Certificate Fund and applied to the redemption of the Certificates.

Investment. All moneys held by the Trustee in any of the funds established under the Trust Agreement must be invested in Qualified Investments so as to obtain the highest yield practicable, giving due regard to the safety of such funds and the date upon which such funds will be required for the uses and purposes specified in the Trust Agreement, subject, however, to instructions as to investment from the City and matters of yield restriction, where appropriate.

Surplus. After payment of all amounts due with respect to the Certificates, payment of all fees and expenses to the Trustee, or satisfactory provision for such payments having been made, any amounts remaining in any of the funds or accounts established hereunder and not required for such purposes shall be remitted to the City and used for any lawful purpose thereof.

Property Insurance and Condemnation Proceeds. In the Trust Agreement, the City affirmatively covenants to maintain all Property Insurance required by the Lease as outlined in "Summary of Financing Documents - Lease - Insurance." Under the Trust Agreement, the proceeds of any Property Insurance, including the proceeds of any self-insurance fund, and the proceeds of any condemnation award, received on account of any damage, destruction or taking of the Project shall be held by the Trustee in an account (the "Special Account") and made available for, and to the extent necessary be applied to, the cost of repair or replacement of the Project.

Notwithstanding the foregoing, the City shall notify the Trustee within 90 days of the receipt by the Trustee of the Property Insurance or condemnation proceeds, whether the City intends to replace or repair the portion of the Project with respect to which such proceeds were received. If the City elects to replace or repair such portion of the Project, the City is required to deposit with the Trustee the full amount of any insurance deductible to be credited to the Special Account. The City shall be required to replace or repair such portion of the Project, unless (i) the City deposits the full amount of any insurance deductible necessary, together with the proceeds of insurance, to redeem prior to maturity the Certificates relating to such portion of the Project and (ii) the Base Rental with respect to the remaining portion of the Project is sufficient to pay the Certificate Obligation and interest due with respect to the Certificates to remain Outstanding after the date on which Certificates relating to such portion of the Project are redeemed. The proceeds of any Property Insurance, including the proceeds of any self-insurance fund, or the

proceeds of any condemnation award, not applied to repairing or replacing damaged, destroyed or taken property, or in respect to which notice in writing by the City of its intention to apply the same to the work of repairing or replacing the property damaged, destroyed or taken shall not have been given to the Trustee within 90 days after receipt of such proceeds by the Trustee, or which the City shall at any time during such period have notified the Trustee are not to be so applied, shall forthwith be deposited into the Redemption Account and applied to the redemption of Certificates in accordance with the Trust Agreement.

~~Title Insurance. Under the Trust Agreement, Proceeds of any policy of title insurance, if any, received by the Trustee in respect of the Project shall (a) if the City determines that the title defect does not materially affect the operation of the Project be remitted to the City; or (b) if the City determines that such title defect has materially affected a portion of the Project, be deposited in the Redemption Account of the Certificate Fund and applied to the redemption of Certificates.~~

Compliance With Trust Agreement. The City agrees in the Trust Agreement to faithfully observe all covenants and other provisions contained in the Trust Agreement, in each Certificate and in the Lease. Except as provided in the Lease, the City agrees that it will not agree to any amendment to the Lease that would either lengthen the term thereof or reduce the amount of Base Rental or Additional Rental payable thereunder, or change the time or times of payment of such Base Rental or Additional Rental, or agree to any other amendment detrimental to the rights of the Owners of the Certificates.

Prosecution and Defense of Suits. The City agrees in the Trust Agreement that it will promptly take such action as may be necessary to cure any defect in the title to the Project and shall prosecute and defend all such suits, actions and all other proceedings as may be appropriate for such purpose. The City covenants that it will pursue eminent domain proceedings as may be necessary to acquire the Property.

No Extension of Time of Payment. The City agrees in the Trust Agreement that it will not directly or indirectly extend the dates upon which the Base Rental payments are required to be paid or prepaid, or the time of payment of interest with respect thereto. Such covenant, however, states that it shall not limit the right of the City to issue any securities for the purpose of providing funds for the redemption of the Certificates and such issuance shall not be deemed to constitute an extension of the maturity of the Certificates.

Defaults; Remedies. The following are "events of default" under the Trust Agreement:

(a) An event of default shall have occurred under the Lease involving the failure by the City to pay Base Rental or Additional Rental when due.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under the Trust Agreement or the Lease, other than such failure as may constitute an event of default under clause (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the City within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of any Owner.

(3) The filing by the City of a voluntary petition of bankruptcy.

Upon the occurrence and continuance of any event of default specified in (a) above, the Trustee shall proceed, or upon the occurrence and continuance of any other event of default under the Trust Agreement, the Trustee may proceed and upon written request of the Owners of not less than a majority in aggregate amount of Certificate Obligation then Outstanding shall proceed), to exercise the remedies set forth in the Lease and the Trust Agreement. The Trustee shall take any appropriate action to cause the City to pay any Base Rental payment not paid when due, upon written request and authorization by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding, and upon being satisfactorily indemnified against any expense and liability with respect thereto and after receiving payment for its fees and expenses.

In the event the Trustee fails to take any action to eliminate an event of default under the Lease or the Trust Agreement, including the collection of Base Rental when due, the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under the Lease or the Trust Agreement, but only if such Certificate Owners, as applicable, shall have first made written request of the Trustee and shall have afforded the Trustee a reasonable opportunity to proceed in its name and unless, also, the Trustee shall have been offered reasonable security and indemnity against costs, expenses and liabilities, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

Defeasance. The obligations of the Trustee and the City under the Trust Agreement with respect to all Outstanding Certificates executed and delivered will terminate (except the obligation of the Trustee to pay or cause to be paid to Certificate Owners sums received pursuant to the terms of the Lease and due with respect to such Certificates and the obligation of the City to pay the fees and expenses of the Trustee) when (i) all amounts designated as principal and interest with respect to the Certificates have been paid; (ii) money has been deposited, at or, in the event of redemption prior to maturity thereof, before maturity, in trust with the Trustee in an amount sufficient to pay all Outstanding Certificates, including all principal, premium, if any, and interest at or before their respective maturity dates; or (iii) lawful money or direct obligations issued by the United States Treasury have been deposited in trust with the Trustee which, together with the interest to accrue thereon, are sufficient to pay all Outstanding Certificates, including all principal, premium, if any, and interest at or, in the event of redemption prior to maturity thereof, before their respective maturity dates.

Limitation of Liability. The Trust Agreement contains certain provisions limiting the liability of the parties thereto, including the following provisions;

(i) except for the payment of Base Rental and Additional Rental when due in accordance with the Lease and the performance of the other covenants of the City contained in the Lease, the Certificates and the Trust Agreement, the City will have no other obligation or liability to the Trustee or the Owners of the Certificates;

(ii) except as otherwise provided in the Trust Agreement, the Trustee will not have any obligation or liability to Owners of the Certificates with respect to the payment of Base Rental payments by the City under the Lease;

(iii) the Trustee will not be responsible for (a) providing information to Certificate Owners concerning the investment quality of the Certificates, (b) the performance by the City of duties imposed upon it by the Trust Agreement, (c) the validity or sufficiency of the Trust Agreement, the Lease, the Assignment Agreement or the Certificates, or (d) the value of, or title to, the Project; and

(iv) The City shall not have any obligation or liability to any other party or to the Owners with respect to the performance by the Trustee of any duty imposed upon it by the Trust Agreement.

Amendments to the Trust Agreement. The Trust Agreement may be amended with the consent of the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding, or without consent of such Owners, (i) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting or supplementing any defective provision contained in the Trust Agreement; (ii) in regard to questions arising under the Trust Agreement which the City and the Trustee may deem necessary or desirable and not inconsistent with the Trust Agreement and which do not adversely affect the interests of the Certificate Owners; or (iii) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Certificates. The City and the Trustee may rely in entering into any such modification or amendment upon an opinion of counsel stating that the foregoing requirements have been met with respect to such amendment. No amendment may impair the right of any Certificate Owner to receive the share of Base Rental with respect to such Owner's Certificate.

#### **Assignment Agreement**

Under the Assignment Agreement, Corporation assigns and transfers to the Trustee, for the benefit of Certificate Owners, all of its rights, title and interest in and to the Lease (excepting only its obligation to cause the Project to be constructed in accordance with the Lease and its rights to indemnification and payment or reimbursement of its costs and expenses), including its right to receive Base Rental payments and its right to enforce the payment of Base Rental payments pursuant to the Lease. The Trustee accepts such assignment for the purpose of securing such payments and rights to the Certificate Owners, subject to the provisions of the Trust Agreement.

### ***TAX MATTERS***

In the opinion of Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P., Bond Counsel, under existing statutes, regulations, rulings and court decisions, the portion of each Base Rental payment due under the Lease designated as and comprising interest and received by the Owners of the Certificates is excluded from gross income for federal income tax purposes pursuant to Section 103(a) of the Code. Bond Counsel is further of the opinion that the portion of each Base Rental payment due under the Lease designated as and comprising interest and received by the Owners of the Certificates is exempt from personal income taxes of the State of Mississippi under present state law.

In addition, Bond Counsel is of the opinion that the Certificates are not "private activity bonds" as defined in Section 141(a) of the Code and, therefore, interest with respect to the Certificates is not an item of tax preference for purposes of the Code's alternative minimum tax provisions, except to the extent provided in the following sentence. Interest with respect to the Certificates received by a corporation will be included in book income and earnings and profits for purposes of computing its alternative minimum tax.

In rendering such opinion, Bond Counsel has relied upon representations and covenants of the City in the Trust Agreement and in the City's Non-Arbitrage Certificate concerning the investment and use of Certificate proceeds and the rebate to the federal government of certain earnings thereon. In addition, Bond Counsel has assumed that all such representations are true and correct and that the City will comply with such covenants. Bond Counsel has expressed no opinion with respect to the exclusion of interest with respect to the Certificates from gross income under Section 103(a) of the Code in the event that any of such City representations are untrue or the City fails to comply with such covenants.

Although Bond Counsel has rendered an opinion that interest with respect to the Certificates is excluded from gross income to the extent described above, the Owners of the Certificates should be aware that the receipt of interest with respect to the Certificates may otherwise affect the federal income tax liability of the recipient. The presence of any such effect, as well as the magnitude thereof, depends on the specific factual situation with respect to the particular recipient of such interest. Bond Counsel has expressed no opinion regarding any impact of ownership or disposition of the Certificates other than as expressly described above.

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

The City has designated the Certificates as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(C) of the Code. Eighty percent (80%) of the interest expense deemed incurred by banks, thrift institutions and other financial institutions to purchase or to carry "qualified tax-exempt obligations" is deductible.

### **CERTAIN LEGAL MATTERS**

Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P., Bond Counsel, will render an opinion with respect to the Lease and the Certificates, substantially in the form set forth in APPENDIX C to this Official Statement. Copies of such opinion will be available at the time of delivery of the Certificates.

## LITIGATION

There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or public body pending, or to the knowledge of the City threatened against affecting the City or, to its knowledge, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Official Statement or the validity of the Certificates, the Lease or any other agreement or instrument to which the City is a party and which is used or contemplated for use in the transactions contemplated by this Official Statement.

## VALIDATION

The Certificates and the Lease will be validated by the Chancery Court of City of Starkville as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended. The validation decree shall be final and binding.

## CONTINUING DISCLOSURE

The City has entered into a Continuing Disclosure Agreement for the benefit of holders of the Bonds wherein the City has agreed to provide annually certain financial information and operating data relating to the City (the "Annual Reports"), and to provide notices through the Electronic Municipal Market Access ("EMMA") system established by the Municipal Securities Rulemaking Board (the "MSRB") (or such other system as may be subsequently authorized by the MSRB). The Annual Reports and notices of material events will be filed by the City through the EMMA system (or such other system as may be subsequently authorized by the MSRB). The specific nature of the information to be contained in the Annual Reports or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in "APPENDIX D" hereto. A failure by the City to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission of the United States of America and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. The City has never failed to comply in all material respects with any previous undertakings with regard to said Rule 15c2-12(b)(5) to provide annual reports or notices of material events.

## ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Certificates. Quotations, summaries and explanations of the Certificates and of statutes and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents and statutes for full and complete statements of their provisions.

The information contained in this Official Statement has been taken from sources considered reliable, but it is not guaranteed. Any statement in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not representation of fact. No representation is made that any of the statements will be realized.

The City regularly prepares a variety of reports, including audits, budgets and related documents, as well as certain monthly activity reports. Any Owner of a Certificate may obtain a copy of any such report, as available, from the City.

The preparation and distribution of this Official Statement have been duly authorized by the City's Governing Body. Concurrently with the delivery of the Certificates, the City will furnish its certificate to effect that, to the best of its knowledge, this Official Statement, as of its date and as of the date of delivery of the Certificates, does not contain an untrue statement of a material fact and does not omit any material fact which should be included

therein for the purpose for which this Official Statement is to be used, or which is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

A copy of this Preliminary Official Statement may be obtained from:

Markeeta Outlaw  
City Clerk  
(662) 323-2525  
[cityclerk@cityofstarkville.org](mailto:cityclerk@cityofstarkville.org)

or

L. Keith Parsons, Esq.  
[kparsons@joneswalker.com](mailto:kparsons@joneswalker.com)  
Jones, Walker, Waechter, Poitevent, Carrere &  
Denegre L.L.P.  
P. O. Box 427  
Jackson, Mississippi 39205-0427

CITY OF STARKVILLE, MISSISSIPPI

By: \_\_\_\_\_  
Mayor

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

APPENDIX A  
CITY OF STARKVILLE INFORMATION

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**INFORMATION CONCERNING THE CITY OF STARKVILLE**

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

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

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

**Population.** The population of the City and the County has been recorded as follows:

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

SOURCE: United States Department of Commerce, Bureau of the Census, 2010 Census of Population and Housing, April, 2011.

United States Department of Commerce, Bureau of the Census, 2000 Census of Population and Housing, May, 2001.

United States Department of Commerce, Bureau of the Census, 1990 Census of Population and Housing, August, 1991.

United States Department of Commerce, Bureau of the Census, 1980 Census of Population and Housing, March, 1981.

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

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

<u>Name</u>	<u>Occupation</u>	<u>Position Held Since</u>
Parker Wiseman	Mayor	2009
Richard Corey	Assistant Administrator MSU College of Engineering	2005
Jeremiah Dumas	Geo Resources Institute Assistant Research Professor	2009
Eric Parker	Self Employed Contractor	2009
Roy A Perkins	Attorney	1993
Sandra C. Sistrunk	Retired	2009
Henry N. Vaughn, Sr.	Shipping/Receiving Supervisor	2009
Ben Carver	Center for Governmental Technology Extension Associate	2009

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

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

**Per Capita Income.**

<u>Year</u>	<u>County</u>	<u>Mississippi</u>	<u>United States</u>	<u>County as % of U. S.</u>
2010	\$27,285	\$31,071	\$39,937	68.32%
2009	26,395	30,045	38,846	67.95%
2008	27,848	30,945	40,947	68.01%
2007	26,328	29,568	39,506	66.64%
2006	25,909	27,917	37,725	68.68%

SOURCE: United States Department of Commerce, Bureau of Economic Analysis, April, 2011.

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

<u>Employer</u>	<u>Employees</u>	<u>Product/Service</u>
Mississippi State University	4,500	Education
Starkville School District	800	Education
Sitel	700	Computer call center
Oktibbeha County Hospital	652	Health care
Wal-Mart Stores, Inc.	500	Retail
Flexsteel Industries, Inc.	370	Furniture manufacturing
Southwire Company	280	Wire and cable
City of Starkville	260	Local government
Weavexx	260	Felt
Oktibbeha County School District	215	Education
NE Miss. Coca-Cola Distributors	185	Sales and distribution
Gulf States Manufacturing	175	Commercial steel buildings
Oktibbeha County	150	Government
Garan Manufacturing Company	140	Management headquarters for children's clothing company
MFJ Manufacturing	135	HAM radio parts
Lowe's Home Centers, Inc.	120	Retail home improvement

**Retail Sales.**

State Fiscal Year Ended June 30	<u>Starkville</u>	<u>Oktibbeha County</u>
2011	\$420,956,244	\$579,916,984
2010	407,328,030	540,308,264
2009	397,977,045	529,310,905
2008	392,353,921	520,338,787
2007	381,459,002	532,842,071

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

**Sales Tax Rebates from State.**

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

State Fiscal Year Ended June 30	<u>Amount</u>
2011	\$5,283,054
2010	5,214,149
2009	5,134,364
2008	5,055,835
2007	4,867,243

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

**Employment Statistics of the County.**

<i>Residence Based Amounts.</i>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Civilian Labor Force	19,910	20,400	20,190	20,430	21,310
Unemployed	1,350	1,310	1,760	2,240	2,320
Unemployment Rate	6.8	6.4	8.7	11.0	10.9
Employed	18,560	19,090	18,430	18,190	18,990
<i>Establishment Based Amounts.</i>					
Manufacturing	1,600	1,570	1,390	1,330	1,360
Nonmanufacturing	18,770	19,600	18,970	18,470	18,930

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

**Financial Institutions.**

<u>Institution</u>	<u>Total Assets As of March 31, 2012</u>
BancorpSouth <sup>1</sup>	\$13,302,686,000
BankFirst Financial Services <sup>2</sup>	732,159,000
Cadence Bank, N.A. <sup>3</sup>	3,758,981,000
The Citizens Bank <sup>4</sup>	845,341,000
CB & S Bank <sup>5</sup>	1,270,819,000
M & F Bank <sup>6</sup>	1,599,341,000
Regions Bank <sup>7</sup>	124,712,987,000

- <sup>1</sup> Head office in Tupelo, Mississippi.
- <sup>2</sup> Head office in Macon, Mississippi.
- <sup>3</sup> Head office in Birmingham, Alabama
- <sup>4</sup> Head office in Philadelphia, Mississippi.
- <sup>5</sup> Head office in Russellville, Alabama.
- <sup>6</sup> Head office in Kosciusko, Mississippi.
- <sup>7</sup> Head office in Birmingham, Alabama.

SOURCE: Mississippi Bankers Association, Mississippi Bank Directory, 2010 - 2011.  
Federal Financial Institutions Examination Council website at [www.ffiec.gov](http://www.ffiec.gov).

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

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

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

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

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

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

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

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

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

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

Enrollment figures for the District for the scholastic year 2010-2011 and for the four preceding years are as follows:

<u>Scholastic Year</u>	<u>Enrollment</u>
2010-2011	4,097
2009-2010	4,128
2008-2009	4,207
2007-2008	4,075
2006-2007	4,089

SOURCE: Mississippi Department of Education, Mississippi Assessment and Accountability Reporting System, <http://orsap.mde.k12.ms.us>

**TAX INFORMATION**

**Assessed Valuation. [UPDATE]**

<u>Assessment Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Public Utility Property</u>	<u>Total</u>
2011				
2010	155,643,492	47,986,677	4,414,930	208,045,099
2009	140,286,740	48,865,405	4,414,930	195,304,217
2008	135,711,747	47,858,184	4,414,930	187,984,861
2007	134,921,630	51,440,402	4,414,930	190,776,962

NOTE: Amount of single-family owner-occupied residential real property included in the 2010 assessed valuation figure above is \$0.

Assessed valuation of motor vehicles included in the 2010 assessed valuation of personal property above is \$21,054,813.

SOURCE: Office of the City Clerk, June, 2012.

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

Procedure For Property Assessments. The tax assessor of the County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the State Tax Commission.

Section 21-33-9, Mississippi Code of 1972, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the State Tax Commission and which has been furnished a true copy of that part of the county assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the county assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the county assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the tax assessor of the City of any corrections or revisions made by it to the part of the county assessment roll adopted as the municipal assessment roll.

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

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

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

**Tax Levy Per \$1,000 Valuation. [UPDATE]**

	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>
<i>General Purposes.</i>					
General Revenue Purposes & General Improvements		\$20.00	\$13.56	\$13.56	\$13.21
Street Improvements			<u>5.99</u>	<u>5.99</u>	<u>6.34</u>
		<u>\$20.00</u>	<u>\$19.55</u>	<u>\$19.55</u>	<u>\$19.55</u>
<i>School Purposes.</i>					
District Maintenance	\$48.35	\$50.90	\$50.86	\$50.86	\$50.86
Limited Tax Note & Int. Skg.Fd.	.13	.14	.56	.56	.56
Millsaps Vocational Ct.	2.60	2.78	2.82	2.82	2.82
1995 Bond & Int. Skg. Fd.	3.59	3.54	3.93	3.93	3.93
2008 Bond & Int. Fd	<u>8.10</u>	<u>8.16</u>	<u>5.00</u>	<u>5.00</u>	<u>5.00</u>
	<u>\$62.77</u>	<u>\$65.52</u>	<u>\$63.17</u>	<u>\$63.17</u>	<u>\$63.17</u>
	<u>\$82.77</u>	<u>\$85.07</u>	<u>\$82.72</u>	<u>\$82.72</u>	<u>\$82.72</u>

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

SOURCE: Office of the City Clerk, June, 2012.

**Ad Valorem Tax Collections. [UPDATE]**

<u>Year Ended September 30</u>	<u>Taxes Due</u>	<u>Taxes Collected<sup>1</sup></u>	<u>Difference Over (Under)</u>
2011			
2010	3,518,864	3,542,792	23,928
2009	3,213,528	3,188,773	(24,755)
2008	2,773,516	2,829,711	56,255
2007	2,621,321	2,730,233	108,912

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

SOURCE: Office of the City Clerk, June, 2012.

**Procedure for Tax Collections.** The Governing Body is required under the Act and the Bond Resolution to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the Bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of 1 percent per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, and related statutes provide that after the fifth day of August in each year, the tax collector for each municipality shall advertise and sell all land in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for other matured taxes. The sale is held on the last Monday of August following.

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

**Ten Largest Taxpayers.** The ten taxpayers in the City having the highest assessed valuation for assessment year 2011, excluding motor vehicles, are as follows: [UPDATE]

<u>Taxpayer</u>	<u>Assessed Valuation</u>
College Station Apts.	\$1,920,881
Wal-Mart Real Est. Bus.	1,886,993
Morgan Inv.	1,666,208
Developers Diversified	1,529,623
Lowe's Home Centers Inc.	1,321,692
Medical Development Properties	1,289,355
Lakeside Place, LLC	1,287,233
Crossgates I, LLC	1,185,626
Avalon Apartments, LLC	1,124,405
C. E. Morgan	1,048,814

SOURCE: Office of the City Clerk, June, 2012.

**DEBT INFORMATION**

**Legal Debt Limit Statement. [UPDATE]**

(as of June 1, 2012)

	<u>15% Limit</u>	<u>20% Limit</u>
Authorized Debt Limit (Last Completed Assessment for Taxation - \$)	\$	\$
Present Debt Subject to Debt Limits		<u>00</u>
Margin for Further Debt Under Debt Limits		
Less: This Offering <sup>1</sup>	<u>0</u>	<u>0</u>
Margin for Further Debt Under Debt Limits after Issuance of the Bonds	<u>\$</u>	<u>\$</u>

<sup>1</sup>The Certificates are subject to neither the 15% nor the 20% limit.

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

In computing general obligation bonded indebtedness for purposes of such 15 percent limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds 20 percent of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

**Outstanding General Obligation Bonded Debt. [UPDATE]**

(as of June 1, 2012)

<u>Issue</u>	<u>Date of Issue</u>	<u>Amount</u>
Electric System Bonds <sup>2</sup>	4/1/96	\$0
Electric System Bonds <sup>2</sup>	4/1/01	

Electric System Refunding Bonds <sup>2</sup>	4/1/01	
Parks and Recreation Bonds	3/1/07	
Public Improvement Note	6/4/07	
Public Improvement Bonds	4/1/09	
Public Improvement Bonds	11/1/09	\$

<sup>2</sup> Subject only to the 20 percent debt limitation.

**Other Outstanding Bonded Debt. [UPDATE]**

(as of January 1, 2011)

<u>Issue</u>	<u>Date of Issue</u>	<u>Amount</u>
Electric System Revenue Bonds	11/1/04	\$
Electric System Revenue Bonds	8/1/06	<u>0</u>
		<u>\$0</u>

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

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

Source: City of Starkville, Office of the City Clerk.

**General Obligation Bonded Debt. [UPDATE]**

(Fiscal Year Ended September 30)

<u>Issue</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>
Electric System Bonds (4/1/96)		\$390,000.00	\$760,000.00	\$ 1,110,000.00	\$ 1,440,000.00
Public Improvement Bonds (7/1/96)		-	-	-	715,000.00
Electric System Bonds (4/1/01)		2,735,000.00	2,910,000.00	3,075,000.00	3,235,000.00
Electric System Refunding Bonds (4/1/01)		270,000.00	525,000.00	765,000.00	995,000.00
Public Improvement Note (8/11/04)		-	-	316,134.00	623,987.32
Park and Recreation Bonds (3/1/07)		4,855,000.00	5,035,000.00	5,210,000.00	5,375,000.00
Public Improvement Note (6/4/07)		385,000.00	570,000.00	745,000.00	\$ 915,000.00
Public Improvement Bonds (4/1/09)		2,745,000.00	3,000,000	-	-
Public Improvement Bonds (11/1/09)		3,000,000.00	-	-	-

\$14,380,000.00   \$12,800,000.00   \$11,221,134.00   \$13,298,987.32

**Annual Debt Service Requirements. [UPDATE]**

(General Obligation Bonds)

Fiscal Year Ending <u>Sept. 30</u>	<u>Existing Debt</u>			<u>New Issue</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2012	\$740,000.00	\$371,025.00	\$1,111,025.00	\$225,000	\$74,543.13	\$299,543.13
2013	775,000.00	338,293.75	1,113,293.75	230,000	68,225.00	298,225.00
2014	810,000.00	317,162.50	1,127,162.50	245,000	63,625.00	308,625.00
2015	840,000.00	288,775.00	1,128,775.00	250,000	58,725.00	308,725.00
2016	870,000.00	259,312.50	1,129,312.50	260,000	52,475.00	312,475.00
2017	905,000.00	228,656.25	1,133,656.25	270,000	45,975.00	315,975.00
2018	945,000.00	195,993.75	1,140,993.75	280,000	37,875.00	317,875.00
2019	980,000.00	161,375.00	1,141,375.00	290,000	29,475.00	319,475.00
2020	290,000.00	124,212.50	414,212.50	300,000	20,775.00	320,775.00
2021	305,000.00	110,081.25	415,081.25	315,000	11,025.00	326,025.00
2022	320,000.00	95,237.50	415,237.50	-	-	-
2023	335,000.00	79,681.25	414,681.25	-	-	-
2024	350,000.00	63,412.50	413,412.50	-	-	-
2025	370,000.00	46,312.50	416,312.50	-	-	-
2026	390,000.00	28,262.50	418,262.50	-	-	-
2027	400,000.00	9,500.00	409,500.00	-	-	-
	<u>\$11,380,000.00</u>	<u>\$3,220,662.51</u>	<u>\$14,600,662.51</u>	<u>\$2,665,000.00</u>	<u>\$462,718.13</u>	<u>\$3,127,718.13</u>

**Debt Ratios. [UPDATE]**

<u>Fiscal Year Ended September 30</u>	<u>General Obligation Bonded Debt</u>	<u>General Obligation Bonded Debt to Assessed Value</u>
2010	\$14,380,000	7.36%
2009	\$12,800,000	6.81
2008	11,221,134	5.88
2007	13,298,987	7.23
2006	7,235,000	4.34

**Overlapping/Underlying General Obligation Indebtedness. [UPDATE]**

*The County: (as of July, 2010)*

<u>2000 Population</u>	<u>Current Assessed Valuation</u>	<u>G. O. Bonded Debt</u>	<u>G. O. Bonded Debt Per Capita</u>
----------------------------	---	------------------------------	---

42,902

\$305,445,864

\$22,250,000

\$518.62

*Starkville School District: (as of July, 2009)*

---

Current Assessed Valuation

\$240,881,709

Total G. O. Bonded Debt

\$28,145,000

EXHIBIT I  
POST ISSUANCE COMPLIANCE PROCEDURES

---

**POST ISSUANCE COMPLIANCE PROCEDURES**

**CITY OF STARKVILLE, MISSISSIPPI**

**~~CERTIFICATES OF PARTICIPATION (CITY OF STARKVILLE, MISSISSIPPI  
PUBLIC BUILDINGS PROJECT), SERIES 2012~~**

**CLOSING DATE \_\_\_\_\_, 20\_\_**

All words and phrases defined in the Trust Agreement shall have the same meanings herein. In addition, as used herein, the following words and phrases shall have the following meanings:

"Bond Counsel" shall mean Jones, Walker, Waechter, Poitevent, Carrère & Denègre L.L.P., Jackson, Mississippi.

"Certificate" or "Certificates" shall mean the Certificates of Participation (City of Starkville, Mississippi Public Buildings Project), Series 2012 authorized and directed to be issued in the Resolution.

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

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

"Corporation" shall mean \_\_\_\_\_.

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

"Federal Tax Certificate" shall mean that certain Federal Tax Certificate, dated as of \_\_\_\_\_, 2012, executed by the Municipality in connection with the issuance of the Certificates.

"Financing Documents" shall mean the Trust Agreement, the Lease, the Federal Tax Certificate, the Official Statement and all other documents, certificates, writings and representations delivered in connection with the issuance of the Certificates.

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

"Mayor" shall mean the Mayor of the Municipality.

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

"Official Statement" shall mean the Official Statement for the Certificates, dated as of \_\_\_\_\_.

"Trust Agreement" means that certain Trust Agreement dated as of the date hereof, by and between the City and the Trustee.

~~"Trustee" means the trustee acting in its capacity as such under the Trust Agreement or any successor appointed as therein provided, and which initially shall be \_\_\_\_\_ Bank, \_\_\_\_\_ Bank.~~

"Procedures" shall mean these Post Issuance Compliance Procedures.

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

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

"Underwriter" or "Purchaser" shall mean \_\_\_\_\_, the purchaser of the Certificates.

The Certificates should be considered to be in the general category of "bonds" as such term is used in various Federal tax provisions.

### **General**

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

#### ***Information Regarding the Certificates:***

1. The Certificates were publicly offered, and the issue price (the "Issue Price") is the price paid by the first buyer of the Certificates (the aggregate payments made by the Underwriter under the purchase agreement, including modifications thereof)
2. As certified by the Underwriter, the yield on the Certificates is not less than \_\_\_\_\_ % per annum.

## Use of Proceeds

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

## Pace of Spending of Proceeds

### *Requirements:*

The Federal Tax Certificate states the Municipality's expectation that it will expend 100% of the proceeds of the Certificates within 12 months of the date of issuance of the Certificates (i.e. on or before \_\_\_\_\_).

*Timing:* On or prior to \_\_\_\_\_, the Responsible Party shall review all expenditures to determine whether 100% of the proceeds of the Certificates have been spent. If this expectation has not been met, the Responsible Party should immediately contact Bond Counsel.

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

## Certificate Fund – Avoidance of Arbitrage Rebate

### **Requirements:**

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

**Timing:** \_\_\_\_\_ of each year

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

## Private Use of Certificate Financed Facilities

### **Requirements:**

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

Private use may result from the sale or lease of Certificate-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using Certificate-financed property or from research performed in a Certificate financed facility for private parties or the Federal government. In addition, private use may result if private non-profit entities have regular and extended use of Certificate financed property.

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

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

## Certificates as “Bank Qualified” Obligations with Favorable Tax Treatment

### **Requirements:**

In order for the Certificates to be “bank qualified” the Municipality determined that it reasonably expected to issue no more than Ten Million Dollars (\$10,000,000) in calendar year 2012.

Prior to the issuance of any other debt in calendar year 2012, including bonds, loans, certificates or lease purchase obligations, Bond Counsel should be contacted to insure compliance with this requirement.

**Timing:** Calendar year 2012.

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

## Remedial Action Upon Change in Use

### **Requirements:**

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

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

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

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

## Record Retention

**Requirements:**

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

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

**Timing:** Ongoing.

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

## Reporting to the Internal Revenue Service

**Requirements:**

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

**Timing:** IRS Form 8038-G should be filed promptly after closing no more than sixty (60) days after \_\_\_\_\_.

**Responsible Party:** Bond Counsel

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

City of Starkville, Mississippi  
\_\_\_\_\_ County, Mississippi

\_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

[CORPORATION]

\_\_\_\_\_  
Name/Title of Officer of Corporation

ATTEST:

\_\_\_\_\_  
Name/Title of Officer of Corporation

3.

**A MOTION TO APPROVE AN AIA B141-1997 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT**

There came for consideration the matter of approving an AIA B141-1997 Standard Form of Agreement between Owner and Architect. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk to approve an AIA B141-1997 Standard Form of Agreement between Owner and Architect, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Nay</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

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



5716 Hwy 182 East  
Columbus, MS 39702  
Phone (662) 328-2438  
Fax (662) 328-2746

May 24, 2012

Mayor Parker Wiseman  
City of Starkville  
101 East Lampkin Street  
Starkville, MS 39759

Dear Mayor:

Through our partnership to provide the City of Starkville with a new municipal facility to house the current departments currently residing in City Hall with the exception of the Police Department, the concern has been raised that our current partnership agreement makes no provisions for leaving the current City Hall as a fully functional facility for use by the Police Department. Therefore, I am committing you the same services from West Brothers Construction, Inc. as currently being provided through our partnership to design and build a new municipal complex.

West Brothers understands the City will advertise for proposals for renovating the existing City Hall in accordance with public bid requirements. Similar to our previous RFP response, West Brothers will provide a proposal for phased design and renovation of the existing City Hall for approximately \$1.3 million with the expectation that any unused contingencies from the municipal complex project will provide additional funding for increasing the scope of renovation described as City Hall Renovation Phase I.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Winklepleck', written in a cursive style.

Rob Winklepleck  
Finance and Business Development

cc: Briar Jones, AIA

# AIA DOCUMENT B141-1997

## Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

AGREEMENT made as of the **Sixth** day of **June**  
in the year **Two Thousand and Twelve**  
*(In words, indicate day, month and year)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, address and other information)*

The corporate entity formed to facilitate the leasing of the Project by the Municipality and the issuance of the Certificates

and the Architect:

*(Name, address and other information)*

Thomas Shelton Jones & Associates, PLLC  
101 South Washington Street  
Starkville, MS 39759

P.O. Box 1346  
Starkville, MS 39760

For the following Project:

*(Include detailed description of Project)*

Municipal Complex - 101 Meigs Avenue  
Starkville, MS

### TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION



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AGREEMENT

The Owner and Architect agree as follows.

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

**ARTICLE 1.1 INITIAL INFORMATION**

1.1.1 This Agreement is based on the following information and assumptions.  
*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

**1.1.2 PROJECT PARAMETERS**

1.1.2.1 The objective or use is:  
*(Identify or describe, if appropriate, proposed use or goals.)*

**Municipal Complex**

1.1.2.2 The physical parameters are:  
*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)*

**Existing downtown site**

1.1.2.3 The Owner's Program is:  
*(Identify documentation or state the manner in which the program will be developed.)*

**Designed to Owner's Program**

1.1.2.4 The legal parameters are:  
*(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)*

**pending due diligence (see attached)**

1.1.2.5 The financial parameters are as follows.

- 1. Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: **\$6,700,000.00**
- 2. Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: **\$6,315,000.00**

1.1.2.6 The time parameters are:  
*(Identify, if appropriate, milestone dates, durations or fast track scheduling.)*

**Owner occupancy**

1.1.2.7 The proposed procurement or delivery method for the Project is:  
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

**Design Build - West Brothers Construction**

1.1.2.8 Other parameters are:  
*(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)*



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## ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

### 1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

### 1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.



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1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

#### ARTICLE 1.3 TERMS AND CONDITIONS

##### 1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

##### 1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall



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obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

**1.3.2.3** Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**1.3.2.4** Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

### **1.3.3 CHANGE IN SERVICES**

**1.3.3.1** Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

**1.3.3.2** If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;



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- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

#### 1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### 1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim,



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 ©

dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES~~

~~The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.~~

WBJ

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

~~1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

WBJ

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.



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1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

### 1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.



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### 1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Paragraph 1.5.5;
- .8 other similar direct Project-related expenditures.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

## ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

*(List other documents, if any, delineating Architect's scope of services.)*

1.4.1.3 Other documents as follows:

*(List other documents, if any, forming part of the Agreement.)*



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1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

#### ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Seven Percent of Total Construction Cost payable as follows:

- 20% at completion of schematic design
- 25% at completion of design development
- 30% at completion of construction documents
- 5% at completion of contract negotiations
- 20% at construction based on applications for payment
- 
- 100%

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

Architect - \$100.00 per hour

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one and one half ( 1.5 ) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one ( 1 ) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:

External consultants beyond mechanical, electrical, and structural if required by Owner.

Additional renderings by other professionals.



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1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of **zero** Dollars (\$ **0.00** ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable **fifteen** ( **15** ) days from the date of the Architect's invoice. Amounts unpaid **thirty** ( **30** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of interest agreed upon.)

**1.5% per month**

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

1.5.9 If the services covered by this Agreement have not been completed within **twenty four** ( **24** ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**ARCHITECT** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

**CAUTION:** You should sign an original AIA document or a licensed reproduction. Originals contain the AIA logo printed in red; licensed reproductions are those produced in accordance with the Instructions to this document.



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1-12

**Supplementary Conditions to AIA B141-1997 *Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services***

0.1: The intent of these supplementary conditions is to commit the Contractor(s):

West Brothers Construction, Inc.  
5716 Hwy 182 East  
Columbus, MS 39702

Represented by:

Ronnie West and Steve West

to the Project as both a construction value consultant to the architect and the general contractor for the Project. The Contractor shall provide a stipulated sum for construction once the construction documents have been completed by the Architect. Only after a *final* stipulated sum has been accepted by the Owner and a notice to proceed issued by the owner will the Contractor be obligated to begin construction. At the same time, the Contractor will no longer be bound by the conditions of this contract. At said time, the Contractor will contract through AIA A101-1997 *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM* to complete the construction phase of the Project.

0.2: The Owner has requested that the Contractor commit to the financial parameters of the Project, specifically listed in Section 1.1.2.5. The Contractor's not to exceed amount, unless by change order or Owner approval per the conditions of AIA A101 and AIA A201, shall be \$5.9 million of the \$6.2 million listed in Section 1.1.2.5.

0.3: The contract documents have not been completed at time of contract, and therefore the not to exceed amount, to be converted into the A101 stipulated sum plus or minus any and all applicable changes, has been estimated based on similar construction costs and the following schematic description:

24,500 SF municipal (City Hall) facility with two floors and a mezzanine floor constructed upon an existing structural concrete wall, parking around and beneath the building, concrete pier foundation, structural steel frame, masonry veneer, minimal widening of West Main Street for parking, and associated site work and landscaping at the East elevation of the Project.

The Contractor and Architect shall work closely with the Owner for both design and value selections, reporting to the Owner items that are exceeding the preliminary estimated budgets.

1.1.2.5.3: The not to exceed portion of the Owner's Cost of the Work associated with direct construction cost, excluding the Architect's compensation is:

Construction Cost (Including OH&P):	\$5,500,000.00
Surveying and Geotechnical Fees:	\$15,000.00
Construction Contingency:	\$385,000.00
Quality Control and Testing (NIC):	\$15,000.00
Furniture Allowance (NIC):	\$100,000.00
Property Acquisition and Consulting (NIC):	\$300,000.00

1.1.2.5.4: The not to exceed portion of the Owner's Cost of Work associated with direct construction cost, excluding the Architect's compensation is only applicable until the stipulated sum has been established or September 15, 2012, the earlier of the two.

1.1.3.3.1: The Owner's other consultants and contractors are:

General Contractor and Construction Value Consultant:  
West Brothers Construction, Inc.  
5716 Hwy 182 East  
Columbus, MS 39702

1.2.4: General Contractor and Construction Value Consultant

1.2.4.1: The services provided by the Contractor and Construction Value consultant shall be similar to those outlined in AIA A121 *Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is the General Contractor*.

1.2.4.2: The intent is for the Contractor to serve as the Construction Manager with an established not to exceed amount prior to the start of construction and without beginning construction prior to completion of full contract documents. However, the AIA 101 does not give provisions for such requirements, and the AIA 121 requires construction to begin once a GMP has been approved.

The Owner, Architect, and Contractor shall sign below acknowledging acceptance of these supplementary conditions to the AIA Document B141-1997 *Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services*.

\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Architect (Signature)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Contractor (Signature)

\_\_\_\_\_  
Printed Name and Title

4.

**A MOTION TO APPROVE AMENDING THE SIDEWALK ORDINANCE 2011-01 AND THE CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III, TO CREATE A SIDEWALK DEVELOPMENT DISTRICT MANDATING SIDEWALKS IN CERTAIN AREAS OF THE CITY AND EXEMPTING OTHERS FROM SIDEWALK REQUIREMENTS AND OTHER RELATED MATTERS AS PRESENTED IN THE PACKET**

There came for consideration the matter of amending the Sidewalk Ordinance 2011-01 and the City of Starkville Code of Ordinances, Chapter 98, Article III, to create a Sidewalk Development District mandating sidewalks in certain areas of the City and exempting others from sidewalk requirements and other related matters as presented in the packet. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to amend the Sidewalk Ordinance 2011-01 and the City of Starkville Code of Ordinances, Chapter 98, Article III, to create a Sidewalk Development District Mandating Sidewalks in certain areas of the City and exempting others from sidewalk requirements and other related matters as presented in the packet, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

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

**ORDINANCE NUMBER 2012-05**

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**AN ORDINANCE TO REQUIRE AND REGULATE THE CONSTRUCTION AND MAINTENANCE OF PUBLIC SIDEWALKS IN THE CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, AND TO AMEND THE CODE OF ORDINANCES, CHAPTER 98, ARTICLE III.**

---

**WHEREAS**, the Mayor and Board of Aldermen have determined that sidewalks provide an important and safe method of transportation; and

**WHEREAS**, the Mayor and Board of Aldermen have recognized that sidewalks are a necessary component of public transportation and public infrastructure; and

**WHEREAS**, sidewalks promote a healthier community by encouraging exercise and reducing pollution effects from vehicles; and

**WHEREAS**, the presence of sidewalks in appropriate areas may ease traffic conditions within the city and also create a greater aesthetic appeal; and

**WHEREAS**, there is a need to establish a development area for the placement of sidewalks because certain areas in a city are not conducive to pedestrian traffic and allowances should be made for such distinctions, and

**WHEREAS**, there is a finding of fact by the Board of Aldermen that the areas that are outside the sidewalk development area are not now conducive to nor should they be encouraged to foster pedestrian traffic,

**NOW THEREFORE, BE IT ORDAINED**, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi as follows:

#### SECTION I. RECITALS

The foregoing recitals are true and correct, and included herein.

#### SECTION II. STATEMENT OF INTENT

##### **Section 1: Purpose**

The purpose of this ordinance is to promote the health, safety and general welfare of the City, and to ensure compliance with the following goals:

1. Promoting the safety of pedestrian access, movement, and protection for the physically able, physically challenged, children or seniors (or variously-able) within appropriate areas of the community;
2. Insuring that ADA guidelines are met for all sidewalk or pathway installations;
3. Promoting attractive and well-constructed sidewalks or pathways that correspond to the character, aesthetic qualities, natural, environmental, and historic features of developing neighborhoods;
4. Insuring that all construction actively implements the building of sidewalks for newly constructed developments where appropriate as determined by the adopted sidewalk development area.

##### **Section 2: Definitions;**

*City of Starkville Sidewalk Development Area:* any part of the City of Starkville, Mississippi located within the designated sidewalk development area as shown on the City of Starkville Sidewalk Development Plan (See attachment A). The Development Area includes all parcels within the shown boundary on the map and shall include all parcels up to and adjacent to all roads within the boundary.

*Crosswalk:* any portion of a roadway distinctly indicated for pedestrian crossing by lines or other surface markings or by a change in surface material.

*Development:* any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials or equipment.

*Driveway:* a paved or unpaved area intended to provide ingress and egress from a public or private right-of-way to public or private premises, including an off-street parking area.

*Infrastructure:* facilities and services needed to sustain all land-use activities; infrastructure includes, but is not limited to, water and sewer lines and other utilities, streets, roads, communications, and public facilities such as fire stations, parks and schools.

*Separated Sidewalk:* a sidewalk, which is separated from roadways, driveways and parking areas by a barrier curb, planting strip, or other approved measure which would allow safe pedestrian access in conjunction with vehicular traffic.

*Sidewalk:* a hard-surface, all-weather area designed for the convenience of pedestrian access, which is normally located immediately within the public right-of-way.

*Subdivision:* A subdivision shall include all divisions of a tract or parcel of land into two or more lots, building sites or other divisions for the purpose, whether immediate or future, of sale or building development, and shall include all divisions of land involving the dedication of a new street or a change in existing streets; provided, however, that the following shall not be included within this definition, nor be subject to the subdivision rules and regulations of this municipality:

- a. The division of land into parcels greater than five acres, and where no additional street right-of-way dedication is involved;
- b. The public acquisition by purchase or dedication of parcels of land for the purpose of widening or opening any public streets, or for making any other public improvements.

### **Section 3: Permit Requirement and Installation**

3.1 Within all newly platted single-family residential subdivision developments and commercial subdivision developments, sidewalks shall be shown on all subdivision plans and plats and installation shall be required in the following manner:

- a. On developed lots, sidewalks shall be completed prior to the issuance of either a Certificate of Occupancy or Certificate of Completion for each individual lot, and
- b. All required sidewalks on undeveloped lots shall be completed by the record owner of property within two years of the acceptance of infrastructure facilities and roadways by the City. Should the owner refuse to complete the sidewalk installation, the City shall perform the remaining improvements and shall levy and collect taxes by special assessment in accordance with state statute.
- c. Any property outside the Sidewalk Development Area, as identified in this ordinance, that is in the process of being developed or for which the developer is currently in the process of

obtaining a building permit, shall be exempted from the requirements of the existing ordinance during the 30-day time period from the date of passage of this ordinance to its effective date.

Sidewalks are required within all new subdivisions; however, those subdivisions occurring outside of the City of Starkville Sidewalk Development Area are required only to provide internal sidewalks and not connections to adjacent properties with no sidewalks. In the event that sidewalks exist adjacent to a new subdivision outside of the Sidewalk Development Area, connections must be made from the subdivision to the existing system. Developments within the Sidewalk Development Area shall provide sidewalk connection to adjacent, undeveloped property or properties and any adjacent, existing sidewalk.

3.2 For all other new development projects, or construction improvements equating to or greater than \$100,000.00 and where the cost of sidewalk installation does not exceed 10% of the total construction improvement cost, and located within the City of Starkville Sidewalk Development Area, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy. Provided, however, that this specific provision does not apply to single family residential development projects and development projects in agricultural zoned areas, when those two categories of development projects are not otherwise affected by additional sections of this ordinance. Developments shall provide sidewalk connection from lot line to lot line, to adjacent, undeveloped property or properties and any adjacent, existing sidewalk. Builders putting up new houses or improving residential structures on existing lots in existing subdivisions with public streets which were accepted by the city prior to the sidewalk ordinance shall not be required to install sidewalks.

3.3 For all new buildings and new roadway infrastructure developed by the City, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy. For all improvements to municipal buildings, the installation of sidewalks shall be required prior to a final inspection and/or the issuance of a Certificate of Occupancy.

3.4 The City will maintain a line item in the City's budget and that budget shall be dedicated to the installation of sidewalks conforming to the standards and requirements of this ordinance and in conjunction with the City improvements to arterial, major, and collector streets as defined by the comprehensive plan. These sidewalks shall be constructed in conjunction with the roadway improvements where this budget amount and existing right-of-way allow. For City improvements to arterial, major, and collector streets as defined by the comprehensive plan where non-conforming sidewalks currently exist, the installation of sidewalks conforming to the standards and requirements of this ordinance shall be required prior to a final inspection where this budget amount and existing right-of-way allow.

#### **Section 4: Sidewalk Requirements**

4.1 Sidewalks shall be required within the right-of-way on both sides of all new public or non-City owned streets located within the City of Starkville Sidewalk Development Area or subdivisions as expressed in 3.1. Sidewalks shall be required from lot line to lot line within the right-of-way along the frontage of existing public or non-City owned streets located within the City. If sidewalks are not located within public right-of-way, appropriate easements shall be provided if the sidewalk parallels public roadways.

4.2 Provisions for sidewalk construction shall be included as part of site plan review, subdivision approval and/or as part of the plans submitted for obtaining a building permit. For all non-single family residential developments and non-agricultural zoned developments, a separated, continuous sidewalk shall be provided from right-of-way to primary entranceway(s) which will address adequate interior pedestrian connectivity.

4.3 Sidewalks shall be at least 5 feet in width, with at least 36 inches of clearance in the sidewalk path, and shall meet the requirements set forth in the Americans with Disabilities Act (ADA) of

1990 and City of Starkville's sidewalk specifications and details. Wider walks, to a maximum of eight (8) feet, may be required by the City of Starkville along thoroughfares in commercial, industrial, or multi-family areas due to anticipated traffic and the development of the area. In the instances where the longitudinal slope of an existing, adjacent street exceeds the maximum allowed by ADA, the proposed sidewalk shall be constructed at a longitudinal slope less than or equal to the longitudinal slope as the existing, adjacent street.

- 4.4 The construction of all sidewalks and the materials and component parts thereof shall be subject to the acceptance of the City of Starkville Building Department and shall meet all standards and requirements set forth in the Americans with Disabilities Act of 1990 and the City of Starkville's sidewalk specifications and details. Asphalt and slick-surfaced sidewalks are prohibited.
- 4.5 All sidewalks shall include, either within the corner or within the curb area immediately adjacent thereto, ramps allowing access to the sidewalk and street by variously-able person as per ADA requirements. Existing curb and gutter may require removal to provide a smooth transition to the street crosswalk.
- 4.6 Unless otherwise specified by the Development Review Committee, a landscape strip of at least two feet width between the sidewalk and the edge of the road or back edge of the curb shall be required for all sidewalks to help keep all pedestrian ways free and clear of obstructions and to further provide a safe pedestrian-friendly environment.
- 4.7 Exceptions to this ordinance shall be made where required by federal law or federally mandated recommendations or requirements.
- 4.8 Should development occur anywhere in the following area, such development is exempted from the requirement of constructing any sidewalks: The Starkville Industrial Park defined for this purpose as property west of Industrial Park Road including, Miley Drive, Airport Road, and Pollard Road.

#### **Section 5: Obstructions**

The owner and/or occupant of every lot or premises adjoining any street shall clear and keep all sidewalks or multi-use paths adjoining such lot or premises from any obstructions including, but not limited to, structures, vehicles, materials, debris, vegetation, or other items. The owner and/or occupant shall also keep clear the area which is located directly over the sidewalk, up to a height of 8 feet, in a manner which will allow reasonable travel without interference from obstructions as defined above.

#### **Section 6: Repair and Maintenance**

Upon acceptance by the City of Starkville, after final plat, issuance of a Certificate of Occupancy or by final inspection, the City shall be responsible for the repair and maintenance of sidewalks and multi-use paths located adjacent to public streets and rights-of-way. The expense of repairing any sidewalk shall be incurred by the City. It shall be the responsibility of the property owner to have sidewalks evaluated by City staff prior to any action which may result in damage or removal by an owner, renter or contractor during work done at a property. Sidewalks that are damaged or removed by direct action shall be repaired/replaced by property owner. The evaluation shall determine whether the sidewalk condition warrants repair or reconstruction.

#### **Section 7: Enforcement**

The City of Starkville Building Department, at the direction of the Mayor and Board of Aldermen, shall have the responsibility of enforcing this article. The laying of all sidewalks and the materials and component parts thereof shall be subject to the acceptance of the City of Starkville Building Department

and are not deemed completed until approval by the City of Starkville Building Department and accepted by the Board of Aldermen.

### **Section 8: Penalty**

Violations of this Ordinance shall be enforced through the Administrative Adjudication Hearing process adopted by the City. The Administrative Hearing Officer may order the violation to be corrected within a specified time period, after which a daily fine shall be implemented until the violation is corrected. Fines shall be determined by resolution of the Mayor and Board of Aldermen and may be revised and amended by order or resolution from time to time.

### **Section 9: Appeal Process**

All appeals from the Administrative Adjudication Process regarding violations of this Ordinance shall be referred to the City of Starkville Board of Aldermen.

### **Section 10: Request for Variance**

10.1 A request for a variance from the requirements of this ordinance shall be submitted in writing to the Building Department for consideration by the Board of Adjustments & Appeals. The reason for the request and the proposed justification for the variance shall be specified in the application. The application for the variance should list the details of the project and include engineering design work, survey information and/or other supporting documentation. The sole criteria to be evaluated in granting variance shall be that the cost of constructing the sidewalk constitutes an undue hardship as defined in section 10.3.

10.2 The Board of Adjustments and Appeals shall sit in a quasi-judicial capacity to hear and decide all variance requests from the requirements of this article. A formal written application for a variance along with all supporting documentation shall be filed with the Building Department for consideration according to the submittal schedule to the Board of Adjustments and Appeals which will be taken up at its next available meeting.

10.3 The determination of whether undue hardship exists shall be based solely on the cost per linear foot to install sidewalks as prescribed in section 4. The sidewalk construction cost estimate used to claim undue hardship should include only items that are related to the sidewalk installation. It shall not include any items that would be required as part of the project in the absence of the requirement to include sidewalks imposed by this ordinance. The Transportation Committee shall meet quarterly to review and document the average unit price for sidewalk construction for the purposes of establishing a standard metric against which to measure the proposed construction costs. These unit prices shall be determined based upon quarterly posted construction bid averages provided by the Mississippi Department of Transportation (MDOT) and consultation with the city engineer. The Board of Adjustments and Appeals shall determine that sidewalk construction constitutes an undue hardship on the applicant only if the estimated cost of sidewalk construction, per linear foot, is more than two times the average rate as documented by the Transportation Committee.

(a) The following procedures shall apply to all applications for a variance:

(1) The application for variance shall state the specific variances sought and the reasons for the variance(s). The following information shall be provided to the City Engineer in the application:

i. A site plan or survey, showing the proposed subdivision or development and the location of the required sidewalk.

- ii. A site plan showing that all alternative sidewalk configurations that may meet the standards of this ordinance, such as routing the sidewalk along open drainage that parallels the road, have been given due consideration.
  - iii. A site plan showing the proposed subdivision or development and the location of any sidewalk the applicant is proposing to put in if their requested variance is granted.
  - iv. An itemized cost estimate for sidewalk installation that shall provide line item quantities, unit price, and extended price for each type of work required to complete the sidewalk (earthwork, concrete sidewalk, retaining wall, etc.) for the proposed site. For sidewalk construction requiring large earthwork volumes (greater than 300 cubic yards), a volume calculation shall be submitted with the cost estimate along with supporting documentation to justify the calculation. If alternate sidewalk routes are possible that meet the standards of this ordinance the provided estimate shall be based on the least costly conforming route.
- (2) It shall be the responsibility of the applicant to provide sufficient justification for the granting of the variance.
  - (3) Applications prepared and certified by a registered landscape architect or a professional engineer licensed in the State of Mississippi may be subject to review by the city engineer.
  - (4) Any application containing information and data not prepared and certified by a registered landscape architect or professional engineer licensed in the State of Mississippi shall be reviewed by the city engineer.
  - (5) After hearing and upon consideration of the application, evidence and applicable law, the Board of Adjustments & Appeals shall grant or deny the variance request. If the variance application is granted, the Board of Adjustment & Appeals may attach conditions to the variance as it deems necessary to further the purpose of this ordinance.
- (b) If a variance is granted, it shall be granted upon findings by the Board of Adjustments & Appeals that the following criteria have been met:
    - (1) That failure to grant the variance would result in an undue hardship to the applicant as defined in section 10.3; and,
    - (2) That the necessity for a variance is not the result of conditions on the property which have been self-imposed by the applicant or previous owners; and,
    - (3) That the variance is not based on the proposed sidewalk connecting to an existing, adjacent sidewalk.
  - (c) If a variance is not granted, the Board of Adjustments & Appeals shall prepare a letter to the applicant stating that the request was denied. The applicant will then have 10 days to file a written appeal with the building department to bring the variance request before the Board of Aldermen. The Board of Aldermen will hear the variance request at its next regularly scheduled meeting following the filing of the written appeal.

### SECTION III. INVALIDATION/SEVERABILITY

The requirements and provisions of this Ordinance are severable. If any article, section paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the Court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

**SECTION IV. CONFLICTS**

All Ordinances, parts of Ordinances or Resolutions of the Mayor and Board of Aldermen of the City of Starkville that conflict with the provisions of this Ordinance shall be hereby repealed.

**SECTION V. EFFECTIVE DATE**

This Ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30<sup>th</sup> day after its adoption.

The City Clerk is directed to post the Ordinance in three conspicuous public places, place the Ordinance on the City’s website and to publish the Ordinance one time in the Starkville Daily News, obtaining proof of publication thereof.

**THE FOREGOING ORDINANCE** was proposed in a motion by Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, that the aforesaid Ordinance be adopted. The vote being as follows:

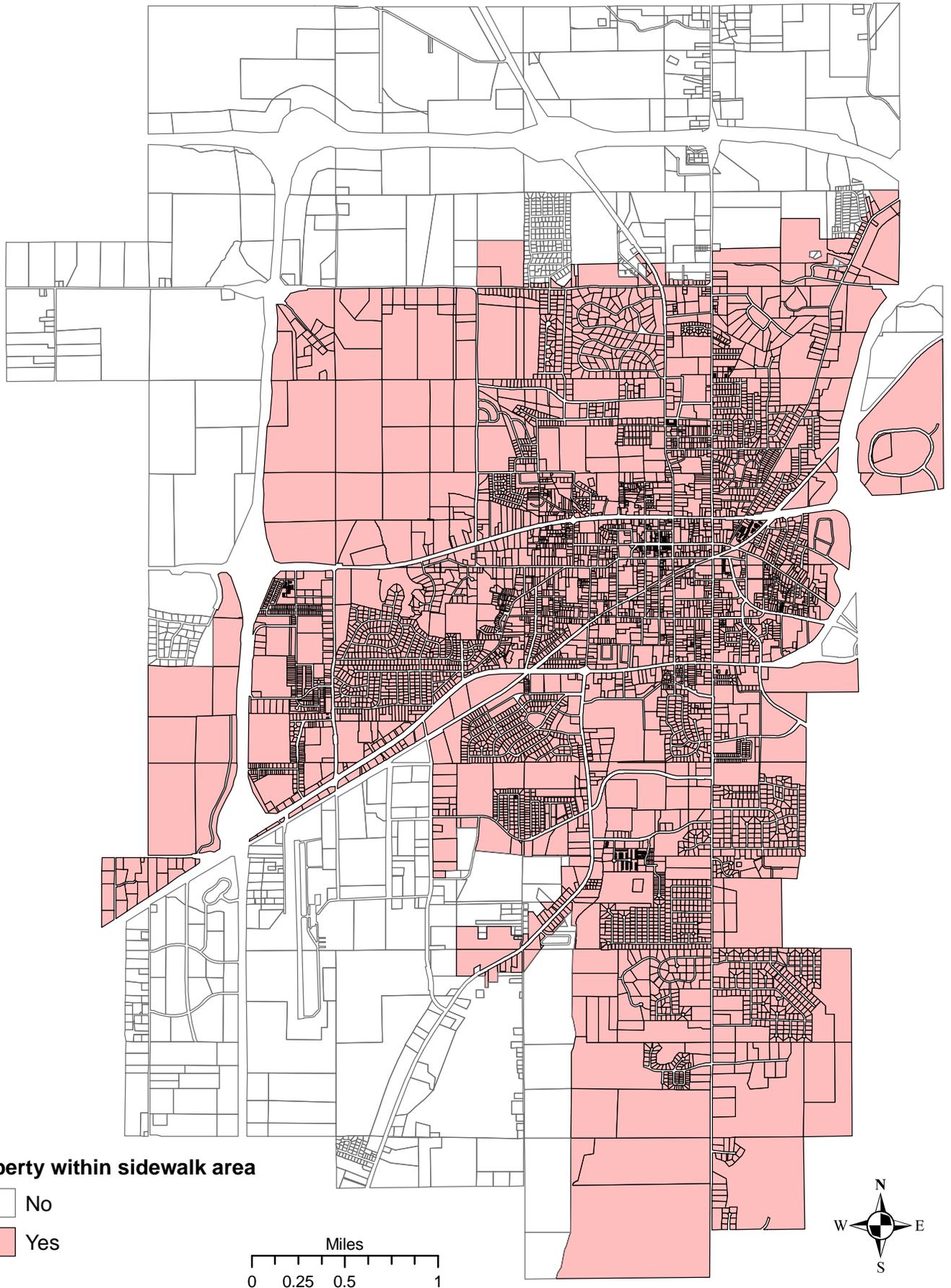
Ben Carver Voted:	Yea
Sandra Sistrunk Voted:	Yea
Eric Parker Voted:	Yea
Richard Corey Voted:	Yea
Jeremiah Dumas Voted:	Yea
Roy A’. Perkins Voted:	Nay
Henry Vaughn Voted:	Nay

**ORDAINED AND ADOPTED**, this the 5th day of June , A.D., 2012, at the Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, Mississippi.

          /s/ Parker Wiseman            
**PARKER WISEMAN**, Mayor  
Mississippi

          /s/Emma Gibson Gandy            
**EMMA GIBSON GANDY**, City of Starkville,  
Acting City Clerk  
City of Starkville, Mississippi

# Sidewalk Development Area



5.

**A MOTION TO APPROVE REPEALING THE 2003 ICC CODE AND THE 2002 NATIONAL ELECTRIC CODE (NEC) AS ORDINANCE 2005-04 AND REPLACING THEM WITH THE 2012 ICC CODES AND THE 2011 NATIONAL ELECTRIC CODE AND AMENDING THE CITY OF STARKVILLE CODE OF ORDINANCES CHAPTER 26. ARTICLES I-VI AS PRESENTED WITH AN AMENDED EFFECTIVE DATE OF JANUARY 1, 2013**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to repeal the 2003 ICC Code and the 2002 National Electric Code (NEC) as Ordinance 2005-04 and replacing them with the 2012 ICC Codes and the 2011 National Electric Code and amending the City of Starkville Code of Ordinances Chapter 26. Articles I-VI as presented with an amended effective date of January 1, 2013, the Board voted unanimously in favor of the motion.

**ORDINANCE NUMBER 2012-06**

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**AN ORDINANCE REPEALING AND REPLACING CITY OF STARKVILLE ORDINANCE 2005-4 AND AMENDING THE CODE OF ORDINANCES, CHAPTER 26. ARTICLES I-VI TO ADOPT THE INTERNATIONAL CODE COUNCIL'S 2012 INTERNATIONAL CODES AND THE NATIONAL ELECTRIC CODE OF 2011 FOR THE CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI**

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**WHEREAS**, the Mayor and Board of Aldermen are authorized by Section 21-19-25 of the Mississippi Code Annotated (1972, as amended) to enact such Codes as may be necessary and proper; and

**WHEREAS**, the Mayor and Board of Aldermen find that it is appropriate to adopt a more current and relevant set of building codes than the 2003 codes currently in effect; and

**WHEREAS**, the adoption of the 2012 international building code and the 2011 national electric code are the most recent existing codes available and effectuate the intent of the City of Starkville to be leaders in the field of construction and all aspects of the development process; and

**WHEREAS**, the Mayor and Board of Aldermen believe there is a need to incorporate all of the features of the codes enumerated below into use by the ICC in order to promote the health, safety and welfare of the citizens of Starkville;

**NOW THEREFORE, BE IT ORDAINED**, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi as follows:

## ARTICLE I. - IN GENERAL

[Sec. 26-1. - Technical codes—Adoption.](#)

[Sec. 26-2. - Same—Copies on file.](#)

[Sec. 26-3. - Same—Deletions, additions, and modifications generally.](#)

[Sec. 26-4. - Same—Deletions, Additions, and modifications by code](#)

[Sec. 26-5. - Fire districts.](#)

[Secs. 26-6—26-25. - Reserved.](#)

### **Sec. 26-1. - Technical codes—Adoption.**

For the purpose of establishing uniform rules and regulations this body hereby adopts those certain Codes for building, plumbing, gas, electrical, fire prevention, mechanical, property maintenance and swimming pool and spa , all being incorporated herein by reference and specifically identified as follows:

2011 edition of the National Electric Code, as amended.

2012 edition of the International Building Code

2012 edition of the International Residential Code

2012 edition of the International Fire Code

2012 edition of the International Mechanical Code

2012 edition of the International Plumbing Code

2012 edition of the International Fuel Gas Code

2012 edition of the International Property Maintenance.

2012 edition of the International Swimming Pool and Spa Code

Said Codes are adopted in their entirety, save and except such portions which are hereinafter deleted, replaced, or modified. Said Codes are hereby adopted by reference and are incorporated herein as fully as if set out at length herein. The provisions of said Codes shall be controlling in the construction, alteration, and repair, including any and all improvements which by their nature fall under the provisions of the Codes herein enumerated, of any and all buildings and structures which are situated within the corporate limits of the City of Starkville, Mississippi, from and after the effective date of this article.

(Code 1977, §§ 8-16, 11-18, 12-16, 14-66, 15-16, 22-16; Ord. No. 1986-7, § 1, 7-1-86; Ord. No. 1995-5, § 1, 6-20-95; Ord. No. 2003-4, § 1, 10-7-03; Ord. No. 2005-4, § 1, 10-4-05)

### **Sec. 26-2. - Same—Copies on file.**

There shall be not less than three copies of said Codes placed on file in the city hall for public inspection and use, said copies to be located in the offices of the City of Starkville building department

(Code 1977, §§ 8-16, 11-18, 12-16, 14-66, 15-16, 22-16; Ord. No. 1986-7, § 2, 7-1-86; Ord. No. 1995-5, § 2, 6-20-95; Ord. No. 2003-4, § 2, 10-7-03; Ord. No. 2005-4, § 2, 10-4-05)

**Sec. 26-3. - Same—Deletions, additions, and modifications generally.**

(a) The provisions of this chapter shall be administered and enforced by a building/codes official, or his designated representatives, and, as appropriate, the fire chief, the fire inspector, or their designated representatives.

(b) The provisions of this chapter dealing with appeals shall be administered and enforced by the Board of Adjustments and Appeals (BOAA) as set forth in Section 112 of the International Building Code.

(c) The method of appointment and the term of office of the board of adjustments and appeals shall be established by the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

(d) Any person violating any provision of this chapter shall be fined, upon conviction, in accordance with the resolution as periodically adopted by the Board of Aldermen and the cost of court for each offense. Each day such violation continues shall constitute a separate offense.

When the valuation of the proposed construction exceeds \$50,000.00, a plan is required to be submitted by any code, and a plan-checking fee shall be paid to the city at the time of submitting plans and specifications for checking said plan.

(1) Construction permits:

The fee schedule for permits as required for construction activities shall be adopted and amended periodically by the Board of Aldermen and are adopted herein by reference.

(Code 1977, §§ 8-19, 11-21, 12-23, 14-69, 15-19, 22-19; Ord. of 4-5-77, § 28; Ord. No. 1986-7, § 3, 7-1-86; Ord. No. 1995-5, § 3, 6-20-95; Ord. No. 2003-4, § 3, 10-7-03; Ord. No. 2005-4, § 3, 10-4-05)

**Sec. 26-4. –Deletions, additions, and modifications by code**

(a) The 2012 edition of the International Building Code (IBC) shall be adopted in its entirety with the following modification for foundation design:

i. If the proposed habitable building area, whether stand-alone or an addition, exceeds four hundred (400) square feet in size, the foundation shall be designed by a professional engineer licensed in the state of Mississippi. An exception shall be allowed if the foundation is an addition to an existing structure and is to be designed and constructed the same as that existing structure.

ii. Foundations, footings, piles and piers shall be built on undisturbed soil or properly compacted fill material.

iii. Soils investigation. Footings shall be designed so that the allowable bearing capacity of the soil is not exceeded. If structural concrete, masonry or timber footings are used, they shall rest on undisturbed or compacted soil of uniform density and thickness. Compacted soils shall be tested to a minimum of 95% of Modified Proctor in accordance with ASTM D 1557 and compacted and tested in lifts not to exceed 12 inches.

iv. Expansive soil. In areas likely to have expansive soil, the building official shall require soil tests to determine where such soils do exist. Soils meeting all four of the following provisions shall be

considered expansive, except that tests to show compliance with items 1, 2 and 3 shall not be required if the test prescribed in item 4 is conducted:

1. Plasticity Index (PI) of 15 or greater, determined in accordance with ASTM D 4318.
2. More than 10% of the soil particles pass a #200 sieve (75µm), determined in accordance with ASTM D 422.
3. More than 10% of the soil particles are less than 5 micrometers in size, determined in accordance with ASTM D 422.
4. Expansion Index (EI) greater than 20, determined in accordance with ASTM D 4829.

v. Compaction reports. Compaction reports prepared by a certified soils lab shall be provided to the building official prior to the pouring of concrete.

(b) The 2012 edition of the International Residential Code (IRC) shall be adopted in its entirety with the following modifications:

i. addition of the authorization of the 2009 IRC code N1102.4.2.2 option for a visual inspection.

ii. modifying R313.2 to require automatic fire suppression in all two (2) family dwellings and in all one family dwellings with greater than 5,000 square feet of heated and cooled space (see City of Starkville ordinance 2010-2 and City of Starkville Code of Ordinances, Chapter 58, Fire Prevention and Protection. Article III. Automatic Fire Suppression Systems. Sec. 58-51 et seq.

#### **Sec. 26-5. - Fire districts.**

The fire districts of the city shall be as represented on the official fire districts map approved by the mayor and board of aldermen and on file in the building department and at the fire administration office of the Fire Chief.

(Code 1977, § 8-1)

**State law reference**— Fire districts, MCA 1972, § 21-25-21 et seq.

**Secs. 26-6-25 Reserved.**

## **ARTICLE II. SPECIFIC CODE CONSTRUCTION**

[Sec. 26-26. - Definitions.](#)

[Sec. 26-27. – Conflicting provisions.](#)

[Sec. 26-28. - Enforcement.](#)

[Sec. 26-29. – Remedies for violations.](#)

[Sec. 26-30. – Modifications to codes](#)

[Sec. 26-31 - Appeals.](#)

[Sec.26-32. - Flood control considerations.](#)

[Sec.26-33. – Right of Entry.](#)

[Sec.26-34. – Permits Required.](#)

[Sec.26-35. – Bond.](#)

[Sec.26-36-55. – Reserved.](#)

**Sec. 26-26. - Definitions.**

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Building codes* means the building code and the one and two family dwelling code adopted in section 26-1.

(b) The following words, terms and phrases, when used in the adopted codes, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Certain appliances* means conversion burners, floor furnaces, central heating plants, vented wall furnaces, water heaters and boilers.

*Certificate of approval* means a document or tag issued and/or attached by the building/codes official to the inspected material, piping or appliance installation, filled out with the date and address of the premises, and signed by the building/codes official.

*City and municipality* mean the City of Starkville, Mississippi.

*Corporate counsel* and *city attorney* mean the city attorney of the City of Starkville, Mississippi.

*Electrical wiring* and *wiring* mean an installation of electrical conductors, fittings, fixtures, equipment, and appliances or apparatus intended for use in connection with the use of electricity for any purpose, unless exempted in this article.

*Gas company* means the person distributing gas within the corporate limits of the city, or authorized and proposing to do so.

**Cross reference—** Definitions generally, § 1-2.

**Sec. 26-27. - Conflicting provisions.**

In the event of any conflict between the provisions of the building codes and the applicable provisions of this Code of Ordinances, state law or city ordinances, rules or regulations, the provisions of the Code of Ordinances, state law or city ordinances, rules or regulations shall prevail and be controlling.

(Code 1977, § 8-17)

**Sec. 26-28. - Enforcement.**

The ICC codes shall be enforced by the building/codes official or a designated representative. The fire codes shall be enforced by the Fire Chief, Fire Marshall or a designated representative.

(Code 1977, § 8-20)

**Sec. 26-29. - Remedies for violations of article.**

In case any building or other structure is erected, constructed, reconstructed, repaired, altered, converted or maintained, or any building, structure or land used, in violation of this article, the building/codes official or any other appropriate authority or any adjacent or neighboring property owner who would be specially damaged by such violation, in addition to other remedies, may

institute injunction, mandamus or other appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use, to correct or abate such violations or to prevent occupancy of such a building, structure or land.

(Code 1977, § 8-21)

**Sec. 26-30. - Modifications to codes.**

The building/codes official shall have the power to modify any of the provisions of the ICC codes upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of such code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the building/codes official thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

(Code 1977, § 8-22)

**Sec. 26-31. - Appeals.**

Whenever the building/codes official shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the codes do not apply or that the true intent and meaning of the code has been misconstrued or wrongly interpreted, the applicant shall appeal from the decision of the building/codes official to the Board of Adjustments and Appeals within 30 days from the date of the decision appealed.

(Code 1977, § 8-23)

**Sec. 26-32. - Flood control considerations.**

(a) *Building permit applications.* The building/codes official shall review all building permit applications for new construction or substantial improvements to determine whether proposed sites will be reasonably safe from flooding. If a proposed site is in a location that has a flood hazard, any proposed new construction or substantial improvements, prefabricated and mobile homes must:

- (1) Be designed or modified and anchored to prevent flotation, collapse, or lateral movement of the structure;
- (2) Use construction materials and utility equipment that are resistant to flood damage; and
- (3) Use construction methods and practices that will minimize flood damage.

(b) *Subdivision proposals.* The planning and zoning commission and building department shall review subdivision proposals and other new developments to assure that:

- (1) All such proposals are consistent with the needs to minimize flood damage,
- (2) All public utilities and facilities such as sewer, gas, electrical and water systems are located, elevated and constructed to minimize or eliminate flood damage, and
- (3) Adequate drainage is provided so as to reduce exposure to flood hazards and the project is in compliance with the stormwater management and erosion control requirements of Chapter 54, Environment, of the City of Starkville code of ordinances.

(c) *Water supply and sanitary sewage systems.* The city engineer and public services department head shall require new or replacement water supply systems and/or sanitary sewage systems to be designed to minimize or eliminate infiltration into systems and discharges from the systems into floodwaters, and require on-site waste disposal systems to be located so as to avoid impairment of them or contamination from them during flooding.

**Sec. 26-33. - Right of entry.**

Upon presentation of proper credentials, the building/codes official or an authorized designee may enter at reasonable times any building, structure or premises in the city to perform any duty imposed upon him by this article.

(Code 1977, § 11-1)

**Sec. 26-34. - Permits required.**

It shall be unlawful for any person to do or perform any electrical work within this city without first obtaining a business license and an electrical permit in the same manner and under the same conditions as provided for building permits.

It shall be unlawful for any person to do or perform any plumbing or gas work within this city without first obtaining a business license and a plumbing or gas permit in the same manner and under the same conditions as provided for building permits.

(Code 1977, § 11-2)

**Sec. 26-35. - Bond.**

All persons, except public utility companies operating under a franchise, before doing any electrical wiring in the city, shall furnish the city a good surety bond, in the sum of \$5,000.00, as a guarantee that electrical wiring installed by them or by their employees shall be in accordance with the requirements of this article. It is further conditioned that such persons shall, without further cost to the person for whom the work was done, remedy any defective or faulty work and replace any inferior or substandard material installed by them or by their employees and found by the electrical inspector as not conforming with the requirements of this article. Such bond as is furnished shall be liable for the correction of the faulty work or for the replacement of the inferior or substandard material, and any additional cost arising from the abovementioned causes. The bond required by this section shall expire on January 1 next following its approval by the city clerk, and thereafter on January 1 of each year a new bond, in form and substance as required by this section, shall be given by each person to cover all such work to be done during the year.

No license for plumbing shall be issued under the provisions of this article until the applicant therefore has executed and delivered to the city clerk a good and sufficient bond in the penal sum of \$2,000.00, with surety, contracted and conditioned for the faithful performance of all such work entered into or contracted for, in strict accordance and compliance with the provisions of this article. The bond required by this section shall expire on January 1 next following its approval by the city clerk, and thereafter on January 1 of each year a new bond, in form and substance as required by this section, shall be given by each person to cover all such work to be done during the year.

(Code 1977, § 14-32)

**Cross reference—** Local privilege taxes, § 102-26 et seq.

**Sec. 26-36 – 55. –Reserved.**

### ARTICLE III. ELECTRICAL

- [Sec. 26-56. – Inspections, approval of installations.](#)
- [Sec. 26-57. – Certificate of approval.](#)
- [Sec. 26-58. – Temporary connections.](#)
- [Sec. 26-59. – Disconnections.](#)
- [Sec. 26-60. – Standards for installation.](#)
- [Sec. 26-61. – Electrical Inspector—Designated; Assistants](#)
- [Sec.26-62. – Same – Powers and duties.](#)
- [Sec.26-63. – Exemptions from the article.](#)
- [Sec.26-64. – Standards for wiring systems.](#)
- [Sec.26-65. – Inspection of wiring prior to concealment.](#)
- [Sec. 26-66. –Additional connections.](#)
- [Sec. 26-67. – Reconnections after discontinuance of service.](#)
- [Sec. 26-68. – Permanent connections.](#)
- [Sec. 26-69. – Overload protection.](#)
- [Sec. 26-70. - Sale of fuses.](#)
- [Sec. 26-71. - Holders for plug fuses.](#)
- [Sec. 26-72. - Use of armored cable restricted.](#)
- [Sec. 26-73. - Service entrance conductors.](#)
- [Sec. 26-74. - Grounding conductors.](#)
- [Sec. 26-75. - Minimum circuit capacity for certain residences.](#)
- [Sec. 26-76. - Minimum circuit capacity for motors over one-half horsepower; overload protection.](#)
- [Sec. 26-77. - Temporary installations; inspection.](#)
- [Sec. 26-78. - Protection of metallic enclosures.](#)
- [Sec. 26-79. - Unauthorized use of name or license.](#)
- [Sec. 26-80. - Inspection fees.](#)
- [Sec. 26-81. - Electric service requirements.](#)
- [Sec. 26-82. - Disclaimer of liability.](#)
- [Secs. 26-83-100. - Reserved.](#)

#### **Sec. 26-56. - Inspections, approval of installations.**

It shall be unlawful for any person to connect any electrical installation to electrical current until such installation has been inspected and approved in the same manner and under the same conditions as provided for building inspections and approval, but using standard testing procedures for electrical wiring.

(Code 1977, § 11-4)

#### **Sec. 26-57. - Certificate of approval.**

Upon approval of an electrical wiring installation, the building/codes official or an authorized designee shall issue a certificate of approval therefore.

(Code 1977, § 11-5)

**Sec. 26-58. - Temporary connections.**

Permission may be granted by the building/codes official for temporary service for a period of time to be determined by the building official or an authorized designee but not exceeding 60 days for the connection of electrical service to any electrical wiring installation. Such service may be renewed for an additional 60 days at the discretion of the building official or an authorized designee.

(Code 1977, § 11-6)

**Secs. 26-59 – Disconnections.**

The building/codes official or a designee is authorized to disconnect any electrical connection for which a certificate of approval is required but has not been issued therefore, or which, upon inspection, shall be found defective or in such condition as to endanger life or property. In all cases where such a disconnection is made, a notice shall be attached to the meter disconnected by the inspector, which notice shall state that the same has been disconnected by the building/codes official, with the reason therefore. It shall be unlawful for any person to remove such notice or reconnect such electrical connection without authorization by the inspector and such electrical connection shall not be put in service or used until the inspector has attached his certificate of approval in lieu of the disconnection notice.

**Sec. 26-60. - Standards for installation.**

All electric heat, light and power wires, fixtures, appliances, conductors, apparatus and their supports placed or installed in or upon any building or other structure in the city shall be in strict conformity with approved standards of construction for safety to life and property and in accordance with the provisions of this article; provided, that materials for wiring, appliances and equipment shall conform to the standards of Underwriters' Laboratories, Inc., which shall be prima facie evidence that such materials comply with the provisions of this article.

(Code 1977, § 11-26)

**Sec. 26-61. - Electrical inspector—Designated; assistants.**

Unless otherwise appointed or elected, the General Manager of the Starkville Electric Department shall be the ex-officio electrical inspector, and may appoint one or more assistants who are familiar with modern wiring methods, and who shall perform any of the duties and exercise any of the rights of the electrical inspector to do so; and the term "electrical inspector," whenever used in this article, shall apply to either the electrical inspector or any assistant inspector directed by the electrical inspector to act in his stead. Any assistant electrical inspector selected from outside the city electric department shall serve on a fee basis, not to exceed the fees actually collected for inspections made by him; shall be subject to removal at any time in the discretion of the electrical inspector; and shall devote such time to the performance of his duties as electrical inspector as may be necessary for the proper performance of those duties. No person authorized to perform the duties of electrical inspector shall engage in any electrical wiring, contracting or other work that would come under his jurisdiction and be subject to inspection by him.

(Ord. of 4-5-77, § 1)

**Cross reference—** Administration, ch. 2.

**Sec. 26-62. - Same—Powers and duties.**

It shall be the duty of the electrical inspector to make inspections of electrical wiring, issue

certificates of approval or notices of rejection of such wiring, keep complete records of all such certificates and notices, see that the provisions of this article are carried out, and press charges against anyone violating any of its provisions.

(Ord. of 4-5-77, § 2)

**Sec. 26-63. - Exemptions from article.**

None of the provisions of this article shall apply to a public utility operated under a franchise in the installation or maintenance of communication or signal wiring, nor to the installation of radios, bells, buzzers, or like equipment operating on battery or other current not exceeding 12 volts installed in nonhazardous locations.

(Ord. of 4-5-77, § 4)

**Sec. 26-64. - Standards for wiring systems.**

All electric wiring installed and all additions, repairs, and alterations made to or in any existing wiring system within the corporate limits of the city shall conform to, and be in accordance with, the rules and requirements of a nationally recognized and accepted standard of electric wiring, except as specifically limited, required and/or exempted by other provisions of this division; and wiring done in accordance with the current edition of the NEC adopted by the City of Starkville as recommended by the National Fire Protection Association shall be deemed to be in accordance with such rules and requirements and accepted as prima facie evidence of compliance with this section. All electrical materials, equipment, devices, and appliances used in connection with electrical wiring for light, heat or power shall be of such design and construction as to meet the rules and requirements of the aforementioned nationally recognized wiring standard and the provisions of this section, and shall be included in a list of inspected electrical equipment published by a nationally recognized and competent testing laboratory as having been tested and found to be safe for the purpose for which the material, equipment, device or appliance was designed to be used.

(Ord. of 4-5-77, § 5)

**Sec. 26-65. - Inspection of wiring prior to concealment.**

It shall be unlawful for any person to conceal, cover up or obstruct from view, or to connect up for electric service, any wiring in the process of being installed until after such wiring has been inspected and permission has been obtained from the electrical inspector to do so.

(Ord. of 4-5-77, § 9)

**Sec. 26-66. - Additional connections.**

Additional wiring shall not be connected to existing wiring if the current consuming device or appliance of the additional wiring will place an overload on, or create a hazard in, the existing wiring; and all such additions shall be inspected.

(Ord. of 4-5-77, § 10)

**Sec. 26-67. - Reconnections after discontinuance of service.**

The city electric department shall not reconnect or furnish electric current to any electrical wiring, either inside or outside the corporate limits of the city, on which service has been discontinued until after the electrical wiring has been inspected, or re-inspected, by the electrical inspector and determined by him to be in a reasonably safe condition, unless an inspection has

been made by the electrical inspector of such wiring within 12 months prior to the date on which electric service is desired. If it is found that the wiring contains hazards to life or property, the electrical inspector shall furnish to the owner of the property, or his agent, a written report outlining the nature of such hazards. Such hazards must be eliminated, and it must be determined by re-inspection by the electrical inspector that the electrical wiring is in a reasonably safe condition, before it is again served with electric current.

(Ord. of 4-5-77, § 11)

#### **Sec. 26-68. –Permanent Connection**

The City of Starkville electric department shall not provide a permanent electrical connection to any new construction or structure until a certificate of occupancy has been approved through the Building Official or an authorized designee.

#### **Sec. 26-69.- Overload protection**

It shall be unlawful for any person to install improper fuses, including both those having a rating too large for the circuit which they are supposed to protect and those not bearing a stamp or label of a recognized testing laboratory, or to tamper with fused or other automatic overload protective devices for electrical wiring, equipment, or appliances by placing coins or other metal behind fuse plugs, or by connecting or placing wires or other metal in, on, or around fuse blocks or other automatic overload protective devices, or by other means to furnish electric current to electrical wiring, equipment, devices, or appliances in such a manner that the electrical wiring, equipment, devices, or appliances will not have the protection of a fuse or other automatic overload protective device as required by other sections of this division. The occupants of the building where such is found to exist will be held liable, and may be prosecuted for persistent violation of the provisions of this section, or, at the option of the electrical inspector, have electric service discontinued until the hazardous conditions are removed, it being the intent of this division that hazardous conditions do not exist.

(Ord. of 4-5-77, § 14)

#### **Sec. 26-70. - Sale of fuses.**

It shall be unlawful for any person to sell, or offer for sale, any fuse of any sort, or any renewable element of a fuse, not having a stamp or label of approval of a reputable and competent testing laboratory, such as Universal Laboratories.

(Ord. of 4-5-77, § 15)

#### **Sec. 26-71. - Holders for plug fuses.**

No holders for plug fuses shall be installed unless they are so constructed that fuses of over 15 ampere rating cannot be placed in holders intended for fuses of 15 ampere rating, or less, or have nonremovable adapters that fulfill this requirement placed in them.

(Ord. of 4-5-77, § 16)

#### **Sec. 26-72. - Use of armored cable restricted.**

No armored cable, commonly known as BX cable, shall be used in any wiring connected to, or served by, the city municipal electric system without special permission, in writing, from the electrical inspector.

(Ord. of 4-5-77, § 17)

**Sec. 26-73. - Service entrance conductors.**

All service entrance conductors on all buildings or structures shall be installed in rigid conduit, or in electrical metallic tubing if provided with suitable watertight fittings, from the weather head through the meter socket to the main switch. Service entrance cable of approved type may be used on buildings or structures with wood or asbestos exterior finish with special permission of the building department.

(Ord. of 4-5-77, § 18)

**Sec. 26-74. - Grounding conductors.**

Grounding conductors shall be connected to a metal water pipe and a driven electrode as required by the electrical inspector.

(Ord. of 4-5-77, § 19)

**Sec. 26-75. - Three-wire service entrances, when required.**

All new or unwired buildings or occupancies requiring more than two circuits shall have installed three-wire service entrances with not smaller than no. 6 wire, and the load shall be balanced as nearly as practicable on the two "hot" conductors of the service entrance.

(Ord. of 4-5-77, § 21)

**Sec. 26-76. - Minimum circuit capacity for certain residences.**

All new residences of three or more rooms, not including bath, and all new apartments shall have at least one 60-ampere, 240-volt circuit, and at least one 30-ampere, 240-volt circuit, in addition to any other necessary lighting and receptacle circuits, for range and water heater service, unless, in the opinion of the manager of the city electric department, such circuits would not be likely to be used and permission, in writing, to omit either or both of such circuits is obtained from the manager of the electric department. If the range and water heater circuits are not to be used initially, they shall be stubbed out into approved outlet or junction boxes, either under the floor or in the attic, where they will be accessible for future use.

(Ord. of 4-5-77, § 22)

**Sec. 26-77. - Minimum circuit capacity for motors over one-half horsepower; overload protection.**

Motors of over one-half horsepower operating refrigerating units, attic fans, or other fixed appliances shall be served by 240-volt branch circuits. Motors of one-half horsepower or less operating fixed appliances shall not be served from branch circuits serving more than five amperes of lighting, or other fixed permanently connected load, and the branch circuits from which such motors are served shall be protected by automatic circuit breakers rated at not over 15 amperes, or have installed fuse holders or adapters in which fuses rated at more than 15 amperes cannot be inserted. Minimum wire shall be #12 AWG.

(Ord. of 4-5-77, § 23)

**Sec. 26-78.- Temporary installations; inspection.**

All electrical wiring, equipment, or apparatus intended for temporary service, such as for construction purposes or exhibits of short duration, shall be installed in such manner as to be free from hazards to life and property, shall be properly protected by automatic overload

protective devices, and all cabinets and metallic enclosures surrounding live or current carrying parts shall be properly grounded. All such wiring, equipment, or apparatus shall be inspected and approved by the electrical inspector before being energized. All 120V receptacles shall be ground fault protected. If a pole is used it shall be securely in the ground.

(Ord. of 4-5-77, § 24)

**Sec. 26-79. - Protection of metallic enclosures.**

No fuse or switch cabinets, or other metallic enclosures surrounding live or current carrying parts, of which bare metal parts charged with electric current are accessible, or would be accessible by opening a door or cover, shall be installed in a bathroom or other location where such bare metal parts may be reached by a person while in contact with a metallic water piping system, or other metallic parts which are in contact with, or connected to, the ground, or might become so.

(Ord. of 4-5-77, § 25)

**Sec. 26-80. - Unauthorized use of name or license.**

(a) *Master electricians.* No master electrician shall allow his name or license to be used by any person, or his agents, either directly or indirectly, for the purpose of obtaining a permit or to enable such person to perform any work under his license. If this subsection is violated, both the master electrician and the individual, firm, corporation, and/or their agents using the electrician's name or license shall be punished in the manner provided in this division.

(b) *Contractors.* Any individual, firm, corporation, or their agents engaged in the business of electrical contracting in the city that shall permit the use of their name as having done electrical work when such work was not in fact done by such party shall be deemed in violation of the provisions of this division, and shall be punished in the manner prescribed in this division.

(Ord. of 4-5-77, § 26(e), (f))

**Sec. 26-81. - Electric service requirements.**

The following electric service requirements shall apply throughout the city:

- (1) Electrical service wires are to be attached to an eyebolt provided by the city electric department, but installed by the electrician or attached to the service mast if extended through the roof of the structure and of sufficient size to support the load. Eyebolts will be provided with meter bases.
- (2) Aluminum wire is to be used only if all connections are made with approved compression connectors.
- (3) All underground power trenches are to be inspected before being backfilled.
- (4) All conduit risers attached to poles are to extend a minimum of 42 inches above telephone attachments.
- (5) All points of attachment for permanent services are to be coordinated with the city electric department before temporary service is granted. Calculated or approximate load requirements, both voltage and amperage, are to be presented at this time.
- (6) Inspections are to be coordinated with the city building department and an approval sticker must be in place on the meter base before service connections are made.

(Ord. of 4-5-77, § 29)

**Sec. 26-82. - Disclaimer of liability.**

This division shall not be construed as relieving from or lessening the responsibility or liability of any person owning, operating, controlling, or installing any electrical wiring, material, equipment, or devices for damages to persons or property caused by any defect therein, nor shall the city be held as assuming any such liability by reason of the inspection authorized in this division or certificate of approval issued as provided in this division.

(Ord. of 4-5-77, § 30)

**Secs. 26-83—26-100. - Reserved.**

**ARTICLE IV. PLUMBING AND GAS**

[Sec. 26-101. – Use of existing piping and appliances.](#)

[Sec. 26-102. – Application to private persons.](#)

[Sec. 26-103. – When permit required.](#)

[Sec. 26-104. – Temporary permits.](#)

[Sec. 26-105. – Gas company exempted](#)

[Sec. 26-106. –Rough piping inspection](#)

[Sec. 26-107. – Final inspection of piping](#)

[Sec. 26-108. – Certificate of approval](#)

[Sec. 26-109. – Disconnections](#)

[Secs. 26-110-120. Reserved.](#)

**Sec. 26-101. - Use of existing piping and appliances.**

Notwithstanding any provision in this article to the contrary, consumer piping installed prior to the adoption of the ordinance from which this article derives or piping installed to supply other than natural gas may be converted to natural gas if the building/codes official finds, upon inspection and proper tests, that such piping will render reasonably satisfactory gas service to the consumer and will not in any way endanger life or property; otherwise, such piping shall be altered or replaced, in whole or in part, to conform with the requirements of this article.

(Code 1977, § 14-4)

**Sec. 26-102. - Application to private persons.**

Nothing contained in this article shall be construed as prohibiting an individual from installing or repairing his own appliances, or installing, extending, replacing, altering or repairing consumer piping on his own premises, or as requiring a license or a bond from an individual doing such work on his own premises; provided, however, that all such work must be done in conformity with all other provisions of this article, including those relating to permits, inspections and fees.

(Code 1977, § 14-31)

**Sec. 26-103. - When permit required.**

No person shall install a gas conversion burner, floor furnace, central heating plant, vented wall furnace, water heater, boiler or consumer gas piping, or convert existing piping to utilize natural

gas, without first obtaining a permit to do such work from the building department; provided, however, that permits will not be required for setting or connecting other gas appliances, or for the repair of leaks in house piping.

(Code 1977, § 14-48)

**Sec. 26-104. - Temporary permits.**

When only temporary use of gas is desired, the inspector may issue a permit for such use for a period of not to exceed 60 days, provided the consumer gas piping to be used is given a test equal to that required for a final piping inspection.

(Code 1977, § 14-49)

**Sec. 26-105. - Gas company exempted.**

The gas company shall not be required to obtain permits (other than an excavation permit as obtained from the Building department) to set meters, or to extend, relocate, remove or repair its service lines, mains or other facilities, or for work having to do with its own gas system.

(Code 1977, § 14-50)

**Sec. 26-106. - Rough piping inspection.**

A rough piping inspection shall be made after all new piping authorized by a permit has been installed, and after any such piping has been covered or concealed or any gas fixtures or appliances have been attached thereto.

(Code 1977, § 14-51)

**Sec. 26-107. - Final inspection of piping.**

A final piping inspection shall be made after all piping authorized by a permit has been installed, after all portions thereof which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been attached thereto. Such inspection shall include a pressure test, at which time the piping shall stand an air pressure equal to not less than the pressure of a column of mercury six inches in height, and the piping shall hold such air pressure for a period of at least ten minutes without any drop.

(Code 1977, § 14-52)

**Sec. 26-108. - Certificate of approval.**

The inspector shall issue a certificate of approval at the completion of the work for which a permit for consumer piping has been issued, if, after inspection, it is found that such work complies with the provisions of this article. A duplicate of each certificate issued covering consumer gas piping shall be delivered to the gas company and used as its authority to render gas service.

(Code 1977, § 14-53)

**Sec. 26-109. – Disconnections.**

The building/codes official is authorized to disconnect any gas piping, fixture or appliance for which a certificate of approval is required but has not been issued therefore, or which, upon inspection, shall be found defective or in such condition as to endanger life or property. In all cases where such a disconnection is made, a notice shall be attached to the piping, fixture or

appliance disconnected by the inspector, which notice shall state that the same has been disconnected by the building/codes official, with the reason therefore. It shall be unlawful for any person to remove such notice or reconnect such gas piping, fixture or appliance without authorization by the inspector and such gas piping, fixture or appliance shall not be put in service or used until the inspector has attached his certificate of approval in lieu of the disconnection notice.

**Sec. 26-110. -120 – Reserved.**

This Ordinance shall become effective on the 30<sup>th</sup> day after its adoption and be in force from and after its passage in the manner provided by law on or after January 1, 2013, after its adoption.

The City Clerk is directed to post the Ordinance in three conspicuous public places, place the Ordinance on the City’s website and to publish the Ordinance one time in the Starkville Daily News, obtaining proof of publication thereof.

**THE FOREGOING ORDINANCE**, having first been reduced to writing, was proposed in a motion by Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, that the aforesaid Ordinance be adopted. The vote being as follows:

Ben Carver	Voted: Yea
Richard Corey	Voted: Yea
Jeremiah Dumas	Voted: Yea
Eric Parker	Voted: Yea
Roy A’. Perkins	Voted: Yea
Sandra Sistrunk	Voted: Yea
Henry Vaughn, Sr.	Voted: Yea

**ORDAINED AND ADOPTED**, this the 5th day of June, A.D., 2012, at the Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, Mississippi.

\_\_\_\_\_  
**PARKER WISEMAN**, Mayor  
City of Starkville, Mississippi

\_\_\_\_\_  
**Emma Gibson-Gandy**,  
Acting City Clerk  
City of Starkville, Mississippi

(SEAL)

6.

**A MOTION TO APPROVE THE TRAVEL OF THE MAYOR, ACTING CITY CLERK AND THE BOARD OF ALDERMEN AND THE MAYOR TO THE SUMMER MML CONFERENCE IN BILOXI, MS, FROM JUNE 24-27, 2012 AT COST NOT TO EXCEED \$1500 PER ATTENDEE AS PRESENTED**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to approve travel of the Mayor, Acting City Clerk and the Board of Aldermen and the Mayor to the summer MML Conference in Biloxi, MS, from June 24-27, 2012 at cost not to exceed \$1500 per attendee as presented, the Board voted unanimously in favor of the motion.

**2012 MML Annual Leadership Conference**

2012 MML Annual Conference Registration (Payable to <b>Mississippi Municipal League</b> ) Mississippi Municipal League 600 E. Amite Street, Suite 104 Jackson, MS 39201	Line Item	Amount
Parker Wiseman	001-020-610-350	\$235.00
Emma Gandy	001-145-610-350	\$235.00
Ben Carver	001-100-610-350	\$235.00
Sandra Sistrunk	001-100-610-350	\$235.00
Eric Parker	001-100-610-350	\$235.00
Richard Corey	001-100-610-350	\$235.00
Jeremiah Dumas	001-100-610-350	\$235.00
Henry Vaughn	001-100-610-350	\$235.00
	Total	\$1880.00

Hotel Reservation (Payable to <b>Beau Rivage</b> ) Beau Rivage P.O. Box 7347 D'Iberville, MS 39540	Line Item	Amount
Parker Wiseman (PM# 326625439)	001-020-610-350	\$552.00
Emma Gandy (PM# 326625439)	001-145-610-350	\$736.00
Ben Carver (PM# 326625439)	001-100-610-350	\$552.00 – \$184 = \$368.00
Sandra Sistrunk (PM# 326625439)	001-100-610-350	\$552.00
Eric Parker (PM# 326625439)	001-100-610-350	\$552.00
Richard Corey (PM# 326625439)	001-100-610-350	\$368.00
Jeremiah Dumas (PM# 326625439)	001-100-610-350	\$552.00 + \$184 = \$736.00
Henry Vaughn (PM# 326625439)	001-100-610-350	\$552.00
(please reference the PM# 326625439 when mailing payment)	Total	\$4,416.00

PER DIEM (approximation) (check Payable to <u>each person</u> )	Line Item	Amount
Parker Wiseman (transportation, food and incentives)	001-020-610-350	\$472.32
Emma Gandy (transportation, food and incentives)	001-145-610-350	\$499.20
Ben Carver (transportation, food and incentives)	001-100-610-350	\$472.32 – \$36.87 = \$435.45
Sandra Sistrunk (transportation, food and incentives)	001-100-610-350	\$472.32 <b>** do not cut check until after the conference**</b>
Eric Parker (transportation, food and incentives)	001-100-610-350	\$472.32
Richard Corey (transportation, food and incentives)	001-100-610-350	\$427.45
Jeremiah Dumas (transportation, food and incentives)	001-100-610-350	\$472.32 + \$36.87 = \$509.19

Henry Vaughn (transportation, food and incentives)	001-100-610-350	\$472.32
(please give checks to Chanteau Wilson)	Total	\$3760.57

Wiseman - \$1259.32  
Gandy - \$1470.20  
Carver - \$1259.32  
Sistrunk - \$1259.32  
Parker - \$1259.32  
Corey - \$1030.45  
Dumas - \$1259.32  
Vaughn - \$1259.32  
\$10,056.57

7.

**A MOTION TO APPOINT TO RAY BERRYHILL TO THE PARK COMMISSION; MICHEAL FAZIO, MAXINE HAMILTON AND CINDY SULLIVAN TO THE HISTORIC PRESERVATION COMMISSION AND JEFF MARKHAM TO THE BOARD OF ADJUSTMENTS AND APPEALS**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to appoint to Ray Berryhill to the Park Commission, Michael Fazio, Maxine Hamilton and Cindy Sullivan to the Historic Preservation Commission and Jeff Markham to the Board of Adjustment and Appeal, the Board voted unanimously in favor of the motion.

8.

**A MOTION TO CALL FOR A PUBLIC HEARING ON JUNE 19, 2012 FOR THE PURPOSE OF AMENDING THE ZONING ORDINANCE AND THE CITY OF STARKVILLE CODE OF ORDINANCES, APPENDIX A- ZONING, ARTICLE 1, SEC.E.5. TO INCLUDE EXEMPTIONS FOR NON-CONFORMING RESIDENTIAL REBUILDING REQUIREMENTS**

There came for consideration the matter of calling for a Public Hearing on June 19, 2012, to amend the Zoning Ordinance and the City of Starkville Code of Ordinances, Appendix A- Zoning, Article 1, Sec.E.5. to include exemptions for non-conforming residential rebuilding requirements. After discussion, and

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Richard Corey, to call for a Public Hearing on June 19, 2012, for the purpose of amending the Zoning Ordinance and the City of Starkville Code of Ordinances, Appendix A- Zoning, Article 1, Sec.E.5. to include exemptions for non-conforming residential rebuilding requirements, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Nay</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>

Alderman Henry Vaughn, Sr.

Voted: Yea

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

9.

**A MOTION TO APPROVE ADVERTISING FOR BIDS FOR A 2 YEAR CONTRACT FOR MOWING OF UNIVERSITY ODDFELLOWS CEMETERY, MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182; ODDFELLOWS CEMETERY ON UNIVERSITY DRIVE AND BRUSH ARBOR CEMETERY**

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Sandra Sistrunk, to advertise for bids for a 2 Year Contract for mowing University Drive Oddfellows Cemetery, Martin Luther King, Jr. Drive/Highway 182 Oddfellows Cemetery and Brush Arbor Cemetery, the Board voted unanimously in favor of the motion.

10.

**A MOTION TO APPROVE THE EMERGENCY PURCHASE OF AN AIR CONDITIONING COMPRESSOR FOR THE CITY HALL COURTROOM IN AN AMOUNT NOT TO EXCEED \$3,500**

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Ben Carver, to approve the emergency purchase of an air conditioning compressor for the City Hall Courtroom in an amount not to exceed \$3,500, the Board voted unanimously in favor of the motion.

**Note: Alderman Henry Vaughn exits meeting.**

11.

**A MOTION TO APPROVE P & Z ITEM #EX 12-01: A REQUEST BY FIRST UNITED METHODIST CHURCH TO ALLOW A PLACE OF WORSHIP IN A T5 ZONING DISTRICT LOCATED AT 100 WEST LAMPKIN STREET IN WARD 7 AS PRESENTED WITH THE 4 CONDITIONS AS RECOMMENDED BY THE PLANNING AND ZONING STAFF**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, approve P & Z Item #EX 12-01: a request by First United Methodist Church to allow a place of worship in a T5 Zoning District located at 100 West Lampkin Street in Ward 7 as presented with the 4 conditions as recommended by the Planning and Zoning Staff, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>absent not voting</u>

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

Conditions recommended by Staff for property located at 100 West Lampkin Street:

1. The applicant shall submit detailed construction plans for review by the Building and Fire Departments within three (3) months of final approval by the Mayor and Board of Aldermen and prior to the commencement of any construction activities at the subject property.
2. All appropriate permits shall be obtained prior to the commencement of any construction activities at the property within six (6) months of approval of the Use by Exception request by the Mayor and Board of Aldermen.
3. All applicable inspections and certificates of occupancy from the City of Starkville's Building and Fire Departments shall be obtained prior to the commencement of any worship or faith-related activities in the building.
4. All of the above conditions shall be fully and faithfully executed or the Use by Exception shall become null and void.

**Note: Alderman Henry Vaughn rejoins meeting.**

### **P & Z PUBLIC HEARING**

**Ben Griffith, City Planner** introduced the Public Hearing for a rezoning request from C-2 (General Business) to R-5 (Multi-Family, High-Density) for property located on the South side of Lynn Lane, approximately 1,000 feet West of South Montgomery Street in Ward 3.

**Chris Latimer, City Attorney** explained to the Board and the public the because 20% or more of the residents within 160 feet of the proposed property have objected to the zoning request, it would require a ~~super~~ majority (3/5)" vote by the Board under State Code 17-1-17.

**The Mayor** opened the Floor for comments from the citizens. He devoted 15 minutes to those in favor of the a rezoning request from C-2 (General Business) to R-5 (Multi-Family, High-Density) for property located on the South side of Lynn Lane, approximately 1,000 feet West of

South Montgomery Street In Ward 3, and 15 minutes to those opposing for an aggregate of 30 minutes.

APPELLANT	OPPOSING THE REZONING REQUEST	NEITHER FOR/OR AGAINST ORDINANCE
Mr. Richard Ambrosino	Mr. R J Reeves	
	Mr. Jerry Sloan	
	Mr. J Logan	
	Mr. David Gazaway	
	Mr. Craig Adams	
	Mr. John Hartlein	

The Mayor closed the citizens comment portion of the Public Hearing and asked the Board for further comments or questions. Having no further comments by the Board, the Mayor closed the Public Hearing.

12.

**A MOTION TO OVERTURN THE DENIAL OF P&Z ITEM #RZ 12-03, A REZONING REQUEST FROM C-2 (GENERAL BUSINESS) TO R-5 (MULTI-FAMILY, HIGH-DENSITY) FOR PROPERTY LOCATED ON THE SOUTH SIDE OF LYNN LANE, APPROXIMATELY 1,000 FEET WEST OF SOUTH MONTGOMERY STREET IN WARD 3 AND APPROVE THE REZONING REQUEST WITH CONDITIONS AS PROPOSED BY STAFF WITH THE FINDING OF FACT BEING A SIGNIFICANT AMOUNT CHANGE IN THE CHARACTER OF THE NEIGHBORHOOD AND PUBLIC NEED BEING A HIGHER DENSITY LAND USE**

There came for consideration the matter of overturning the denial of P&Z Item #RZ 12-03, a Rezoning Request from C-2 (General Business) to R-5 (Multi-Family, High-Density) for property located on the South side of Lynn Lane, approximately 1,000 feet West of South Montgomery Street in Ward 3. After discussion, and

Upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Jeremiah Dumas, to overturn the denial of P&Z Item #RZ 12-03, a Rezoning Request from C-2 (General Business) to R-5 (Multi-Family, High-Density) for property located on the South side of Lynn Lane, approximately 1,000 feet West of South Montgomery Street in Ward 3 and approve the Rezoning Request with conditions as proposed by Staff with the finding of fact being a significant change in the character of the neighborhood and public need being a higher density land use, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Nay</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Nay</u>

Having failed to receive the 3/5 super majority affirmative vote of those members present and voting, the Mayor declared the motion failed.

**Note: Alderman Ben Carver exits meeting.**

13.

**A MOTION TO APPROVE THE ADVERTISEMENT FOR BIDS FOR SOURCE OF SUPPLY FROM JULY 1, 2012 THROUGH DECEMBER 31, 2012 FOR THE ELECTRIC DEPARTMENT**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to approve the advertisement for bids for Source of Supply from July 1, 2012 through December 31, 2012 for the Electric Department, the Board voted as follows:

Alderman Ben Carver	Voted: <u>absent not voting</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

14.

**A MOTION TO APPROVE THE EMERGENCY REPAIR OF THE ELECTRIC'S DEPARTMENT TEREX DIGGER TRUCK IN AN AMOUNT NOT TO EXCEED \$25,000.00**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to approve the emergency repair of the Electric's Department Terex Digger Truck in an amount not to exceed \$25,000.00, the Board voted as follows:

Alderman Ben Carver	Voted: <u>absent not voting</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

**Note: Alderman Ben Carver rejoins meeting.**

15.

**A MOTION TO APPROVE AUSBERN CONSTRUCTION AS THE LOWEST AND BEST BIDDER FOR THE GRETA LANE AND COLLIER ROAD IMPROVEMENT PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE APPROVED CONTRACTOR WHICH WILL INCLUDE THE WORK OUTLINED IN THE BASE AS WELL AS ALTERNATE 1 AND ALTERNATE 2**

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Sandra Sistrunk, to approve Ausbern Construction as the lowest and best bidder for the Greta Lane and Collier Road Improvement Project and to authorize the Mayor to execute a construction contract with the approved contractor which will include the work outlined in the base as well as Alternate 1 and Alternate 2, the Board voted unanimously in favor of the motion.

**HISTORIC**  
**STARKVILLE**  
 MISSISSIPPI'S COLLEGE TOWN  
**THE CITY OF STARKVILLE**  
 ENGINEERING DEPARTMENT  
 CITY HALL, 101 E. LAMPKIN STREET  
 STARKVILLE, MISSISSIPPI 39759-2944

**BID SUMMARY - GRETA LANE & COLLIER ROAD IMPROVEMENTS**

Date : 6-4-12

	Ausbern Construction Company, Inc.	No Other Bidders
Base Bid	\$79,649.60	
Base Bid + Additive Alternate 1	\$101,640.11	
Base Bid + Additive Alternate 1 + Additive Alternate 2	\$131,688.61	
	<b>Low Bid</b>	

*\*Additive Alternate 1 - Greta Lane Drainage Improvements (\$21,990.51)*

*\*Additive Alternate 2 - Collier Road Roadway Improvements (\$30,048.50)*

16.

**A MOTION TO APPROVE AUSBERN CONSTRUCTION AS THE LOWEST  
 AND BEST BIDDER FOR THE NORTHSIDE DRIVE DRAINAGE IMPROVEMENT  
 PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE  
 A CONSTRUCTION CONTRACT WITH THE APPROVED CONTRACTOR  
 WHICH WILL INCLUDE THE WORK OUTLINED IN ALTERNATE 1**

Upon the motion of Alderman Henry Vaughn, duly seconded by Alderman Sandra Sistrunk, to approve Ausbern Construction as the lowest and best Bidder for the Northside Drive Drainage Improvement Project and to authorize the Mayor to execute a construction contract with the approved contractor which will include the work outlined in Alternate 1, the Board voted unanimously in favor of the motion.



THE CITY OF STARKVILLE  
 ENGINEERING DEPARTMENT  
 CITY HALL, 101 E. LAMPKIN STREET  
 STARKVILLE, MISSISSIPPI 39759-2944

**BID SUMMARY - NORTHSIDE DRIVE DRAINAGE IMPROVEMENTS**

Date : 6-4-12

	Ausbem Construction Company, Inc.	Stidham Construction
Base Bid	\$104,145.25	\$64,974.92
Alternate Bid No. 1	\$50,345.25	\$51,794.25
	<b>Low Bid</b>	

*\*Alternate Bid No. 1 - City of Starkville to complete clearing & grubbing operations.*

17.

**A MOTION TO REMOVE SHERWOOD ROAD FROM THE 2012 SUMMER ROADWAY OVERLAY LIST AND ADD IT TO THE FALL OVERLAY LIST AND TO APPROVE FALCON CONTRACTING AS THE LOWEST AND BEST BIDDER FOR THE 2012 STREET IMPROVEMENT PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE APPROVED CONTRACTOR**

Upon the motion of Alderman Henry Vaughn, duly seconded by Alderman Sandra Sistrunk, to remove Sherwood Road from the 2012 Summer Roadway Overlay List and add it to the Fall Overlay List and to approve Falcon Contracting as the lowest and best bidder for the 2012 Street Improvement Project and to authorize the Mayor to execute a construction contract with the approved contractor the Board voted unanimously in favor of the motion.

# HISTORIC STARKVILLE

MISSISSIPPI'S COLLEGE TOWN  
THE CITY OF STARKVILLE

ENGINEERING DEPARTMENT  
CITY HALL, 101 E. LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759-2944

## BID SUMMARY - 2012 STREET IMPROVEMENT PROJECT

Date : 6-4-12

	Falcon Contracting Company, Inc.	APAC- Mississippi, Inc.
Base Bid	\$472,132.25	\$480,963.80
	<b>Low Bid</b>	

# HISTORIC STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE  
ENGINEERING DEPARTMENT  
CITY HALL, 101 E. LAMPKIN STREET  
STARKVILLE, MISSISSIPPI 39759-2944

## CITY OF STARKVILLE- 2012 STREET IMPROVEMENT PROGRAM

Priority 5 Street Improvement Projects and Estimated Costs  
3/30/2012

ROADWAY MAINTENANCE PROJECTS										
Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling Cost	Est. Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)								
<b>ROADWAY MAINTENANCE PROJECTS-PRIORITY 5</b>										
Sherwood Rd.	S. Montgomery St.	Carthage	2450	26	Patching, Overlay	\$7,891	\$69,739	-	\$67,730	
Bermie Rd.	Cherry	Seville	660	24	Patching, Overlay	\$1,666	\$11,704	-	\$13,270	
Cottonwood St.	McArthur	Maple	1300	29	Patching, Overlay	\$4,391	\$32,830	-	\$37,222	
Cottonwood St.	McArthur	Plum	560	28	Patching, Overlay	\$1,882	\$14,142	-	\$16,024	
Hillard St.	Henderson	Cul-de-sac	800	31	Patching, Overlay	\$2,669	\$21,697	-	\$24,486	
Mallory Dr.	Hwy 102	Tomlinson	300	33	Patching, Overlay	\$1,103	\$8,621	-	\$9,724	
Mellory Dr.	Guest Drive Intersection		200	33	Patching, Overlay	\$769	\$5,748	-	\$6,516	
Maxwell St.	University	Russell	975	27	Patching, Overlay	\$3,666	\$22,920	-	\$25,991	
McKee St.	Lindbergh	Giltespie	920	16	Patching, Overlay	\$1,839	\$14,499	-	\$16,439	
Ofahoma Dr.	Garnard	Pentecost	355	22	Patching, Overlay	\$910	\$6,801	-	\$7,711	
Ward Dr.*	Scalco + 27th North		275	20	Patching, Overlay	\$661	\$4,780	-	\$5,430	
Yeates St.*	RR	Greensboro	1300	28	Patching, Overlay	\$4,391	\$32,830	-	\$37,222	
Yellowjacket Dr.	Edford	Jackson	1550	24	Patching, Overlay, Striping	\$4,333	\$32,386	\$7,339	\$44,057	
Milling Existing Asphalt- 29% of proposed roadways			8588	Sq. Yd.					\$12,137	
			<b>Total</b>	2.19 miles						
									<b>Testing 1.5%</b>	\$4,670
									<b>Contingency 6%</b>	\$16,451
									<b>Subtotal Priority 5</b>	<b>\$350,159</b>
									<b>Year 3 Overlay Budget = \$318,500</b>	

\* Indicates the entire roadway is not included in the overlay listing.

**Note: Alderman Eric Parker exits meeting.**

**18.**

**A MOTION TO APPROVE BRYUM CONSTRUCTION AS THE LOW QUOTE FOR THE UNIVERSITY DRIVE TRAFFIC CALMING CONSTRUCTION IMPROVEMENTS, TO AUTHORIZE THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE APPROVED CONTRACTOR AND APPROVAL OF ADDING \$4,635 TO THE PROJECT BUDGET FROM THE ENDING FUND BALANCE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, to approve Bryum Construction as the low quote for the University Drive Traffic Calming Construction Improvements, to authorize the Mayor to execute a construction contract with the approved contractor and approval of adding \$4,635 to the project budget from the Ending Fund Balance, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Nay</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>absent not voting</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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



MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE

ENGINEERING DEPARTMENT

CITY HALL, 101 E. LAMPKIN STREET

STARKVILLE, MISSISSIPPI 39759-2944

**CITY OF STARKVILLE - MAXWELL STREET & UNIVERSITY DRIVE TRAFFIC CALMING**

Proposal Tabulation

Date : 5-30-12

Pay Item	Description	Unit	Quantity	Byrum Construction		Hester Fence & Construction	
				Unit Price	Extension	Unit Price	Extension
1	Pavement Sawcut (All Depths)	LF	243.0	\$ 5.00	\$ 1,215.00	\$ 15.00	\$ 3,645.00
2	Removal & Disposal of Pavements (All Types & Thicknesses)	SF	960.0	\$ 6.00	\$ 5,760.00	\$ 3.00	\$ 2,880.00
3	Concrete Pavement (4" Thick) (Sidewalks & ADA Ramps)	SF	375.0	\$ 9.50	\$ 3,562.50	\$ 12.00	\$ 4,500.00
4	6" Post Curb	LF	142.0	\$ 9.50	\$ 1,349.00	\$ 20.00	\$ 2,840.00
5	10" Wide Concrete Drainage Channel	LF	38.0	\$ 9.50	\$ 361.00	\$ 50.00	\$ 1,900.00
6	Granular Material (Class 9)	CY	6.0	\$ 48.00	\$ 288.00	\$ 40.00	\$ 240.00
7	Maintenance of Traffic	LS	1.0	\$ 200.00	\$ 200.00	\$ 1,500.00	\$ 1,500.00
8	Mobilization	LS	1.0	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00
				\$	12,835.50	\$	20,005.00
				<b>Low Proposal</b>			

19.

**A MOTION TO HIRE JACE CARLOCK AS AN INDEPENDENT CONTRACTOR TO PERFORM CONSTRUCTION INSPECTOR DUTIES IN CONNECTION WITH THE 2012 CAPITAL IMPROVEMENT PROGRAM**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to hire Jace Carlock as an Independent Contractor to perform Construction Inspector duties in connection with the 2012 Capital Improvement Program, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>absent not voting</u>
Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

**Note: Alderman Eric Parker rejoins meeting**

**Note: Alderman Ben Carver exits meeting**

**20.**

**A MOTION TO APPROVE THE CITY OF STARKVILLE CLAIMS  
DOCKET FOR THE FIRE DEPARTMENT AS OF MAY 31, 2012 IN  
THE AMOUNT OF \$56,674.89 AS PRESENTED**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to approve the City of Starkville Claims Docket for the Fire Department as on May 31, 2012 in the amount of \$56,674.89 as presented, the Board voted as follows:

Alderman Ben Carver	voted: <u>recusal</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

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

**FIRE DEPARTMENT CLAIMS  
PERIOD ENDING May 31, 2012  
DOCKET #05-31-12**

FIRE FUND	261	\$40,025.36
	262	\$662.94
	263	\$1,540.06
	264	\$7,355.12
	267	\$7,091.41
	<b>TOTAL</b>	<b>\$56,674.89</b>

**Note: Alderman Ben Carver rejoins meeting**

**21.**

**A MOTION TO APPROVE THE CITY OF STARKVILLE CLAIMS  
DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE  
DEPARTMENT AS OF MAY 31, 2012 IN THE AMOUNT  
OF \$3,649,185.46 AS PRESENTED**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to approve the City of Starkville Claims Docket for all Departments except the Fire Department as on May 31, 2012 in the amount of \$3,649,185.46 as presented, the Board voted unanimously in favor of the motion.

**CLAIMS DOCKET  
# 1-3-12-A  
PERIOD ENDING DECEMBER 30, 2011**

General Fund	1	\$425,712.04
Restricted Police Fund	2	
Restricted Fire Fund	3	
Airport Fund	15	\$3,732.20
Sanitation	22	\$147,208.38
Landfill	23	\$9,375.25
IT	107	\$3,827.97
City Bond and Interest	202	
2009 Road Maint. Bond	304	\$4,833.55
Fire Station No. 5	306	
A R R Act	309	
P & R Bond Series 2007	325	
Park & Rec Tourism 2%	375	\$22,016.05
Water/Sewer	400	\$133,252.61
Vehicle Maintenance	500	\$7,137.59
Hotel/Motel	610	
2% (VCC, EDA, MSU)	630	\$27,105.24
<b>TOTAL</b>		<b>\$453,880.66</b>
Electric Department		\$3,195,304.80
<b>TOTAL CLAIMS</b>		<b>\$3,649,185.46</b>

22.

**A MOTION TO APPROVE THE SECOND BUDGET AMENDMENT FOR  
FY 2012 BUDGET**

Upon the motion of Alderman Eric Parker, duly seconded by Alderman Richard Corey, to approve the second budget amendment for FY 2012 Budget as presented, the Board voted unanimously in favor of the motion.

23.

**A MOTION TO APPROVE THE ADVERTISEMENT FOR MAINTENANCE  
WORKER 1 POSITION IN THE WATER/SEWER DIVISION OF THE  
PUBLIC SERVICES DEPARTMENT AT A RATE OF \$18,325.21  
(\$8.81 PER HOUR) GRADE 4, STEP 4 (2080 HOURS)**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, to approve the advertisement for Maintenance Worker 1 position in the Water/Sewer Division of

the Public Services Department at a rate of \$18,325.21 (\$8.81 per hour) Grade 4, Step 4 (2080 hours), the Board voted unanimously in favor of the motion.

24.

**A MOTION TO REVISE THE JOB DESCRIPTION FOR STAFF  
SUPPORT TECHNICIAN LEVEL 3 IN THE POLICE DEPARTMENT  
AND AUTHORIZATION TO ADVERTISE TO FILL THIS POSITION  
WITH A SALARY RANGE OF GRADE 9 STEP 1 \$27,008  
TO GRADE 10B \$35,944 (2080 HOURS)**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, to revise the job description for Staff Support Technician Level 3 in the Police Department and authorization to advertise to fill this position with a salary range of Grade 9 Step 1 \$27,008 to Grade 10b \$35,944 (2080 hours), the Board voted unanimously in favor of the motion.

**CITY OF STARKVILLE JOB DESCRIPTION**

<b>Title:</b> Staff Support Level III	<b>Department:</b> Police
<b>Reports to:</b> Chief of Police	<b>Classification:</b> Non-exempt, Grade 9 (2080 hours)
<b>Date Prepared:</b> 5/30/12	<b>Approved by Board:</b> June 5, 2012

**GENERAL POSITION SUMMARY:**

The purpose of this position is to provide administrative support to the Chief of Police and the Police Department and to provide direction to all office related functions for the department. Responsibilities include Purchasing and Payroll, and completion of all necessary monthly and annual reports for the Department, as well as any required correspondence.

The Staff Support Level III will perform related duties as assigned and possess the ability to perform the essential functions of the job and will uphold the strictest confidentiality regarding departmental matters.

**ESSENTIAL JOB FUNCTIONS:**

1. Coordinates all purchasing activity for the Department by issuing, formulating, and distributing all Purchase Orders and other administrative support activities associated with departmental purchasing functions:
  - a. Assign and prepare purchase orders, receiving reports, and other purchasing related documents,
  - b. Maintain proper logs and records,
  - c. Ensure proper signatures are obtained,
  - d. Submit to Purchasing authority for the City,
  - e. Ensure all purchasing guidelines are met as required by City Policy and State law,
  - f. Oversee the departmental budget as related to line item spending and report status to Chief of Police.
2. Prepare bi-weekly payroll for all Departmental employees and any associated employees such as Federal grant authorized personnel:
  - a. Document hours worked, leave time, overtime, comp time, etc.
  - b. Calculate and enter department payroll into the City payroll system according to policies and established guidelines,
  - c. Answer all questions, correspondence, and provide information as may be required concerning payroll related activity,
  - d. Coordinate with Personnel Officer to ensure timely and accurate pay adjustments per established policies and procedures, including completion of certification programs, probationary periods, length of service adjustments, rank advancements, promotions, and other related activity.
3. Maintain and oversee Internal Affairs personnel files with emphasis on confidentiality and security for all information.
4. Assist in the preparation and monitoring of departmental budgets.
5. Serve as a Cross-Trained Radio Telecommunicator

- a. Operate police radio
  - b. Record information received from Police Officers
  - c. Accept initial complaints from public
  - d. Knowledge of city streets and locations
  - e. Proper methods and procedures for dispatching emergency calls
  - f. Ability to use NCIC computer
  - g. Ability to handle medical, emergency and non-emergency calls
6. Serve as the primary office administrative support individual for all departmental personnel, including prioritizing work to ensure that it is completed in a timely and efficient manner. Prepares press releases, agendas, minutes, and records of meetings as assigned by the Chief of Police.
  7. Compose, type, and proofread and properly format a variety of documents reports, statistical charts, and agendas.
  8. Compile, organize and may present data for special projects; collect and assemble data and background materials for a variety of reports; maintain and collect confidential material and records.
  9. Verify and review materials for completeness and conformance with established regulations and procedures.
  10. Schedule and maintain calendars of meetings and events; coordinate activities with other City departments, the public and outside agencies.
  11. Arrange and set up for meetings, training programs, make travel arrangements, and other events as assigned.
  12. Organize and maintain filing systems; maintain records related to specific area of assignment.
  13. Operate a variety of office equipment including a computer; input and retrieve data and text; organize and maintain disc storage and filing.
  14. Perform related duties and responsibilities as required:
    - a. Prepare monthly shift patrol schedules,
    - b. Correct shift changes for officers, enter police data into appropriate computer databases,
    - c. Prepare car assignment list,
    - d. Take confidential statements and complaints when requested by the public and authorized by the Chief of Police,
    - e. Oversee and prepare all permit renewal applications as required (intoxilyzer, etc.).

**OTHER FUNCTIONS:**

1. Assist with preparation of documents for the Board, or others as may be necessary.
2. Attend meetings, training, and workshops as may be required.

**INTERPERSONAL CONTACTS:**

Has regular contact with internal and external sources, including employees, Department Heads, outside agencies, the media, and other governmental agencies. This position has no supervisory responsibility, but will provide direction and guidance to the Staff Support Level II.

**PHYSICAL, MENTAL, & OTHER CAPABILITIES**

The job is performed primarily indoors in an office setting. Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 25 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

**EDUCATION AND/OR EXPERIENCE REQUIRED:**

Computer literacy absolutely required, especially Word, Excel and other Microsoft computer software applications, specialized proprietary software applications specific to the Department, ability to operate general office machinery such as copy machine, facsimile and postage metering equipment, and effectively perform general office clerical functions, including telephone, filing, document preparation, letters, etc., bookkeeping skills and techniques, policies and procedures regarding the purchase order and payroll process and the ability to perform the essential job functions. Ability to handle multiple tasks simultaneously in sometimes stressful and fast-paced environments, High school diploma or equivalent plus an Associate's Degree or equivalent in office administration or a related field, three years of related experience, excellent written and verbal communications skills, possession of or ability to obtain a valid Mississippi Driver's License and acceptable MVR. Possession of or ability to obtain Notary Public stamp, possession of or ability to obtain bonding to handle financial transactions.

**Special Notice regarding Confidentiality of Information and Background Investigation**

This job will deal with critical and confidential information. As a prerequisite for consideration for employment, the individual must submit to an intensive background investigation. The individual must have a proven ability to appropriately handle matters of a confidential and sensitive nature. The individual may be required to pass a polygraph or other required testing.

*The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.*  
*Regular and consistent attendance is a condition of continuing employment.*

25.

**A MOTION TO APPROVE THE ADVERTISEMENT FOR LABORER  
IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AT  
A RATE OF \$18,325.21 (\$8.81 PER HOUR) GRADE 4, STEP 4 (2080 HOURS)**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Eric Parker, to approve the advertisement for Laborer in the Sanitation & Environmental Services Department at a rate of \$18,325.21 (\$8.81 per hour) Grade 4, Step 4 (2080 hours), the Board voted unanimously in favor of the motion.

26.

**A MOTION TO HIRE SARA MCHANN AS A TEMPORARY OFFICE  
MANAGER IN THE BUILDING, CODES AND PLANNING DEPARTMENT FROM  
JUNE 20, 2012 THROUGH JULY 3, 2012 AT A RATE OF \$13.00 PER HOUR**

Upon the motion of Alderman Eric Parker, duly seconded by Alderman Sandra Sistrunk, to approve hiring Sara McHann as a temporary office manager in the Building, Codes and Planning Department from June 20, 2012 through July 3, 2012 at a rate of \$13.00 per hour, the Board voted as follows:

Alderman Ben Carver	voted: <u>Yea</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>Yea</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A'. Perkins	voted: <u>Nay</u>
Alderman Henry Vaughn, Sr.	voted: <u>Nay</u>

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

27.

**A MOTION TO APPROVE THE PURCHASE A FORD POLICE INTERCEPTOR  
SEDAN FROM GRAY-DANIELS FORD, BRANDON, MISSISSIPPI, UNDER  
STATE CONTRACT #070-12-21233-0 FROM THE DRUG EDUCATION FUND  
LINE ITEM #002-251-740-570 AT AN ESTIMATED PRICE OF \$23,500.00**

**(TWENTY-THREE THOUSAND, FIVE HUNDRED DOLLARS)**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, to approve the purchase a Ford Police Interceptor Sedan from Gray-Daniels Ford, Brandon, Mississippi, under State Contract #070-12-21233-0 from the Drug Education Fund line item #002-251-740-570 at an estimated price of \$23,500.00 (twenty-three thousand, five hundred dollars), the Board voted unanimously in favor of the motion.

**28.**

**A MOTION TO APPROVE THE USE OF CONSECUTIVE ANNUAL LEAVE DAYS BY JAMES WELCH OF THE PUBLIC SERVICES DEPARTMENT UNTIL HIS OFFICIAL RETIREMENT DATE OF JUNE 30, 2012**

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Henry Vaughn, to approve the use of consecutive Annual Leave days by James Welch of the Public Services Department until his official retirement date of June 30, 2012, the Board voted unanimously in favor of the motion.

**29.**

**A MOTION TO APPROVE INSERTING THE ANNUAL DRINKING WATER CONSUMER CONFIDENCE REPORT INTO THE JUNE UTILITY BILLS**

Upon the motion of Alderman Henry Vaughn, duly seconded by Alderman Sandra Sistrunk, to approve inserting the Annual Drinking Water Consumer Confidence Report into the June Utility Bills, the Board voted unanimously in favor of the motion.

**30.**

**A MOTION TO AUTHORIZE THE SALE OF SURPLUS PROPERTY (THREE (3) REFUSE TRUCKS AND FORTY (40) CONTAINERS) FOR SCRAP**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, to authorize the sale of surplus property (three (3) refuse trucks and forty (40) containers) for scrap, Alderman Corey rescinded his motion, no Board action was taken.

**31.**

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

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted unanimously in favor of the motion.

**32.**

**A MOTION DECLARING THE DISCUSSION OF PROPERTY ACQUISITION FOR THE AIRPORT IS PROPER CAUSE FOR EXECUTIVE SESSION**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Richard Corey, declaring the discussion of property acquisition for the Airport is proper cause for executive session, the Board voted unanimously in favor of the motion.

**33.**

**A MOTION TO APPROVE THE PURCHASE OF EIGHT (8) ACRES AND A HANGAR BUILDING FORMALLY KNOWN AS THE GLOBAL AIRCRAFT BUILDING IN THE AMOUNT OF \$501,000 WITH FUNDING FROM THE MDOT 2010 GRANT FOR \$297,000 AND AN APPROVED MDA LOAN AT 3% INTEREST AT A 15 YEAR PAYOFF**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, to purchase eight (8) acres and a hangar building formally known as the Global Aircraft Building in the amount of \$501,000 with funding from the MDOT 2010 Grant for \$297,000 and an approved MDA Loan at 3% interest at a 15 year, the Board voted unanimously in favor of the motion.

**34.**

**A MOTION TO EXIT EXECUTIVE SESSION AND RETURN TO OPEN SESSION**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk, to exit Executive Session and return to Open Session, the Board voted unanimously in favor of the motion

**35.**

**A MOTION TO ADD TO THE AGENDA ITEM XIV “THE CONSIDERATION OF DEVELOPING CRITERIA TO DETERMINE THE SELECTION AND INTERVIEW PROCESS OF CANDIDATES FOR THE POSITION OF CITY CLERK”**

Upon the motion of Alderman Sandra Sistrunk, duly seconded by Alderman Henry Vaughn, to add to the agenda the consideration of developing criteria to determine the selection and interview process of candidates for the position of City Clerk, the Board voted unanimously in favor of the motion.

**Note: Alderman Eric Parker and Alderman Ben Carver exit the meeting.**

36.

**A MOTION TO RECESS UNTIL 5:30 PM  
ON TUESDAY JUNE 19, 2012**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, the Board of Aldermen to recess the meeting until 5:30 p.m., on Tuesday, June 19, 2012, in the Court Room of City Hall located at 101 Lampkin Street, Starkville, MS, the Board voted as follows:

Alderman Ben Carver	voted: <u>absent not voting</u>
Alderman Sandra Sistrunk	voted: <u>Yea</u>
Alderman Eric Parker	voted: <u>absent not voting</u>
Alderman Richard Corey	voted: <u>Yea</u>
Alderman Jeremiah Dumas	voted: <u>Yea</u>
Alderman Roy A. Perkins	voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>Yea</u>

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

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

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

**Attest:**

\_\_\_\_\_  
EMMA G. GANDY, DEPUTY CITY CLERK

(SEALED)