

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

The City of Starkville, Mississippi

September 15, 2010

Be it remembered that the Mayor and Board of Alderman met in a recess meeting on September 15, 2010 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 Ben Carver, Sandra Sistrunk, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA

Alderman Henry Vaughn, Sr., requested the following changes to the Official Agenda

Add to Consent: Item IX-B regarding Temporary Event Signs for the Mississippi Horse Park in accordance with section 5.K. of the City of Starkville Sign Ordinance.

Add to Consent: Item X-B regarding the Starkville School District's Budget and 62.24 mil Tax Levy for the 2010 - 2011 Fiscal Year.

Add to Consent: Item X-G regarding the Appointment of Wildlife Ecologist Kris Godwin to serve on the Tree Advisory Board

1.

**APPROVAL OF THE SEPTEMBER 15, 2010
OFFICIAL AGENDA AS REVISED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, to approve the September 15, 2010 Official agenda as modified with items listed as consent, the Board voted unanimously in favor of the motion.

Having received no objections to consent items, the Mayor declared consent items approved.

2

**APPROVE TEMPORARY EVENT SIGNS FOR THE MISSISSIPPI
HORSE PARK IN ACCORDANCE WITH SECTION 5.K
OF THE CITY OF STARKVILLE SIGN ORDINANCE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official

Agenda with no objections to consent items, whereby the "approval of Temporary Event Signs for the Mississippi Horse Park, in accordance with Section 5.K of the City of Starkville Sign Ordinance" is enumerated, this consent item is thereby unanimously approved.

3.

**APPROVAL OF THE RESOLUTION TO ADOPT THE
STARKVILLE SCHOOL DISTRICT
BUDGET AND 62.24 MIL TAX LEVY FOR FISCAL YEAR 2010 - 2011**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Resolution to adopt the Starkville School District Budget and 62.24 mil Tax Levy for Fiscal Year 2010 - 2011" is enumerated, this consent item is thereby unanimously approved.

**RESOLUTION APPROVING THE BUDGET AND AD VALOREM TAX LEVY
FOR THE STARKVILLE SCHOOL DISTRICT FOR FISCAL YEAR 2010-11**

Be it adjudged, resolved, and ordered by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, that the following ad valorem tax rates are levied and imposed for the Starkville School District upon taxable property, including motor vehicles, in said School District, as the same is now assessed and listed, or may be hereafter assessed and listed, upon the Assessment Rolls of the Starkville School District as of January 1, 2010, said rate being expressed in mills of a decimal fraction of a mill and levied and imposed upon each dollar of assessed valuation appearing upon the Assessment Rolls of the Starkville School District, for the following funds or purposes; and, when the same is collected the money shall be credited to the respective funds as provided by law:

There is hereby levied upon each dollar of assessed valuation, including motor vehicles, appearing on the Assessment Roll of the Starkville School District, except as to such value as maybe exempt by law, as follows, pursuant to the authority granted in Section 27-39-307 and 37-57-3 et seq. of the Mississippi Code of 1972 as amended:

A. District Maintenance	48.35 Mils
B. Millsaps Vocational	2.60 Mils
C. Limited Tax Notes	.13 Mils
D. 1995/96 Bond & Interest	3.59 Mils
E. 2007/08 Bond & Interest	8.10 Mils
TOTAL TAX LEVY	62.77 Mils

Starkville School District
 Combined Budget - Original
 For the Year Ending June 30, 2011
 Date Approved: 08/16/2010

	Governmental Fund Types						Proprietary Fund Types			Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service	Internal Service		
Revenues:										
Local Sources	11,710,752.12	2,219,038.18	0.00	2,892,003.50	0.00	0.00	0.00	0.00	16,821,793.80	
Intermediate Sources	0.00	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00	
State Sources	16,951,529.00	3,107,691.44	0.00	195,000.00	0.00	0.00	0.00	0.00	20,254,220.44	
Federal Sources	208,500.00	9,860,053.60	0.00	0.00	0.00	0.00	0.00	0.00	10,068,553.60	
Sixteenth section Sources	0.00	16,807.00	0.00	0.00	0.00	0.00	0.00	0.00	16,807.00	
Total Revenues	28,870,781.12	15,243,590.22	0.00	3,087,003.50	0.00	0.00	0.00	0.00	47,201,374.84	
Expenditures:										
Instruction	17,326,677.00	6,842,226.79	0.00	0.00	0.00	0.00	0.00	0.00	24,168,903.79	
Support services	10,452,594.58	3,120,911.62	0.00	0.00	0.00	0.00	0.00	0.00	13,573,506.20	
Noninstructional services	5,000.00	5,952,951.68	0.00	0.00	0.00	0.00	0.00	0.00	5,957,951.68	
Sixteenth section	0.00	22,211.00	0.00	0.00	0.00	0.00	0.00	0.00	22,211.00	
Facilities acquisition and construction	125,000.00	0.00	5,833,330.00	0.00	0.00	0.00	0.00	0.00	5,958,330.00	
Debt Service										
Principal	86,525.00	0.00	0.00	2,030,161.24	0.00	0.00	0.00	0.00	2,116,686.24	
Interest	18,200.00	0.00	0.00	1,048,042.26	0.00	0.00	0.00	0.00	1,066,242.26	
Other	0.00	0.00	0.00	8,800.00	0.00	0.00	0.00	0.00	8,800.00	
Total Expenditures	28,013,996.58	15,938,301.09	5,833,330.00	3,087,003.50	0.00	0.00	0.00	0.00	52,872,631.17	
Excess(deficiency) of revenues over expenditures	856,784.54	(694,710.87)	(5,833,330.00)	0.00	0.00	0.00	0.00	0.00	(5,671,256.33)	

Starkville School District
 Combined Budget - Original
 For the Year Ending June 30, 2011
 Date Approved: 08/16/2010

	Governmental Fund Types						Proprietary Fund Types			Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service			
Other Financing Sources (Uses)										
Proceeds of General Obligation Bonds	0.00	0.00	5,825,680.00	0.00	0.00	0.00	0.00	0.00	5,825,680.00	
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Proceeds of Loans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Inception of Capital Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Indirect Costs	75,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00	
Other Transfers in	605,330.00	719,926.87	0.00	0.00	0.00	0.00	0.00	0.00	1,325,256.87	
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Miscellaneous Other Financing Sources	0.00	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	70,000.00	
Indirect Transfers Out	0.00	12,789.00	0.00	0.00	0.00	0.00	0.00	0.00	12,789.00	
Other Transfers Out	1,572,745.12	239,036.00	0.00	0.00	0.00	0.00	0.00	0.00	1,811,781.12	
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Miscellaneous Other Financing Use	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total Other Financing Sources(Uses)	(892,415.12)	538,101.87	5,825,680.00	0.00	0.00	0.00	0.00	0.00	5,471,366.75	
Net Change in Fund Balances	(35,630.58)	(156,609.00)	(7,650.00)	0.00	0.00	0.00	0.00	0.00	(199,889.58)	

Starkville School District
 Combined Budget - Original
 For the Year Ending June 30, 2011
 Date Approved: 08/16/2010

	Governmental Fund Types						Proprietary Fund Types			Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	Internal Service			
July 1, 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Prior period adjustments										
Reclassify fund equity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Unrecorded fund equity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Reclassify fund types	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
July 1, 2010 as restated	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Increase (decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
June 30, 2011	(35,630.58)	(156,609.00)	(7,650.00)	0.00	0.00	0.00	0.00	0.00	(199,889.58)	

The above Original budget has been approved by the School board as noted in our board minutes dated 06/08/2010

Board President

Bill Weeks

Date: _____

Board Secretary

Dr. Keith Coble

Date: _____

4.

**APPROVAL OF THE APPOINTMENT OF WILDLIFE
ECOLOGIST KRIS GODWIN
TO THE TREE ADVISORY BOARD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Appointment of Wildlife Ecologist Kris Godwin to serve on the Tree Advisory Board" is enumerated, this consent item is thereby unanimously approved.

5.

**APPROVAL TO AUTHORIZE THE COMPREHENSIVE PLAN
COMMITTEE TO HOST A WORKSHOP FOR COMPREHENSIVE
PLANNING BY PLACEMAKERS AT A COST OF \$1,650.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize the Comprehensive Plan Committee to Host a Workshop for Comprehensive Planning by Placemakers of " is enumerated, this consent item is thereby unanimously approved.

6.

**APPROVAL TO AUTHORIZE THE COST OF AN
ADDITIONAL GAMEDAY SHUTTLE
IN THE AMOUNT OF \$875.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize the cost of an additional Gameday Shuttle in the amount of \$875.00" is enumerated, this consent item is thereby unanimously approved.

7.

**APPROVAL OF THE AGREEMENT BETWEEN THE
CITY OF STARKVILLE AND SOUTHERN ADMINISTRATORS
FOR THE PLAN 125 (CAFETERIA PLAN)**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Agreement between the City of Starkville and Southern Administrators for the Plan 125 (Cafeteria Plan)" is enumerated, this consent item is thereby unanimously approved.

**CITY OF STARKVILLE
CONTRACT FOR PROFESSIONAL SERVICES**

1. **Parties.** This contract (hereinafter referred to as “Contract” and “Agreement” is made and entered into by and between the City of Starkville as “Employer,” and “Plan Sponsor” (hereinafter referred to as “Plan Administrator”), and Southern Administrators and Benefit Consultants, Inc., (“SABC”) as Service Provider (hereinafter referred to as “SABC”).
2. **Purpose.** City of Starkville hereby engages the services of SABC for City of Starkville Flexible Benefit Cafeteria Plan (“the Plan”) as defined in Section 125 of the Internal Revenue Code, and SABC hereby agrees to render those certain services described in Paragraph 3, “Scope of Services,” below.
3. **Scope of Services.** SABC shall perform and render the following services:

Perform non-fiduciary and fiduciary duties of a service provider to the extent permitted by law, with Plan Administrator retaining ultimate responsibility of the Plan and supervisory authority over SABC. The duties hereunder of SABC shall be, to do all things necessary to implement the Plan, and ensure compliance with all applicable laws, including but not limited to the following duties:

- A. Inform City of Starkville of employees who are eligible to participate in the Plan and the requirements for participation (subject to the restrictions on participation in the Plan).
- B. Provide all documents and services necessary to implement the Plan, including but not limited to the following:
 1. A Flexible Benefit Cafeteria Plan document that meets the requirements of all state and federal laws, including but not limited to Section 125 of the Internal Revenue Code and subsequent regulations;
 2. An Election and Salary Reduction Agreement (paper or electronic) to be executed by eligible employees in the Plan;
 3. A Summary Plan Description to be copied and distributed to Plan participants by Plan Administrator;
 4. A Business Associate Agreement (Appendix A) intended to comply with the business associate agreement provisions set forth in 45 C.F.R. 164.502(e) & 164.504(e), and any other applicable provisions of 45 C.F.R. parts 160 and 164, subparts A and E, (the “Privacy Rules”), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and HIPAA Security Standards as set forth in 45 C.F.R. Part 160 and Part 164, Subparts A and C.

- C. SABC will conduct an enrollment prior to each Plan Year.
 - D. Advise Plan Administrator of all reporting requirements and prepare for execution, by the Plan Administrator, all reports required to be filed with governmental agencies, including but not limited to, form 5500 and reports required by Section 6039D(a) of the Internal Revenue Code, and subsequent regulations.
 - E. Establish and to Maintain, with the cooperation of Plan Administrator, a responsible record-keeping system for the Plan that meets the requirements of Section 6039D(b) of the Internal Revenue Code, and/or Section 25-17-1 to 25-17-11 of the Mississippi Code.
 - F. Provide necessary payroll adjustments information to the Plan Administrator, pursuant to the compensation and reduction agreements executed by the participants in the Plan or necessary to meet the discrimination requirements or other limitations under the Plan or the Internal Revenue Code.
 - G. Based on the information provided by the Plan Administrator, SABC will perform all required discrimination testing based on the non-discriminatory standards imposed by the law.
 - H. Establish and maintain, as authorized by the Plan Administrator, a checking account for the deposits and disbursements for the funds under the Plan, when Spending Accounts are adopted.
 - I. Advise Plan Administrator on maintaining compliance with all applicable laws and relevant changes in the law.
 - J. Provide City of Starkville with educational information to be distributed to eligible employees.
 - K. Perform 5500 form filing as and if required by IRS.
 - L. Perform fiduciary duties of a service provider, for adopted Spending Accounts to the extent of collecting and verifying all supporting documentation.
4. **Period of Performance.** The Period of Performance of services under this Contract shall begin on October 1, 2010 **and** shall end on September 30, 2011, for a one (1) year term. The Period of Performance will automatically be extended as required to complete the coverage periods adopted by the Plan.

This Period of Performance will continue for a one (1) year term, if not terminated under the terms of this Contract, if not superseded by a revised contract.

5. **Consideration and Method of Payment.** During the term of this Contract, City of Starkville will pay SABC at the rate of \$1.25 per participant*, per month, a minimum billing of \$100.00 per month. *A participant is defined as an employee who signed to participate in Premium Only Plan. Payment is due by the 10th of each month. SABC will pay all of its own expenses and City of Starkville will not be liable for any of such expenses (except where agreed), including but not limited to expenses for overhead, copying, printing and hiring additional part-time or full-time employees.

6. **Relationship of Parties.** It is expressly understood and agreed that City of Starkville enters into this contract with SABC based on the purchase of professional services and not based on an employer-employee relationship. For all purposes under this Contract:
 - A. SABC represents that it has, or will secure at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be employees of City of Starkville.
 - B. Any person employed by SABC to perform the services hereunder shall be the employee of SABC, who shall have the sole right to hire and discharge its employee.
 - C. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to SABC shall be paid as a gross sum with no withholdings or deductions being made by City of Starkville for any purpose from said Contract sum.
 - D. SABC shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

7. **Termination for Cause.** Either party may terminate the Contract for cause by giving thirty (30) days written notice to the other party. Cause shall be defined as follows:
 - A. The breach by either party or its representations or duties under the Contract.
 - B. A determination by any governmental authority or court that the participants in the Plan are taxable on the benefits received pursuant to the Plan or that City of Starkville must make FICA payments on account of such benefits, including, but not limited to, a pre-determination by the Internal Revenue Service that the Plan does not meet the requirements of Section 125 of the Internal Revenue Code.
 - C. The failure of SABC to qualify as necessary in an advisory capacity to the Plan under state or federal regulatory authority,

8. **Termination of Convenience.** Either City of Starkville or SABC may terminate this Contract at any time by giving written notice to the other party of such termination and

specifying the effective date thereof, at least ninety (90) days before the effective date of such termination.

9. **Ownership of Documents and Work Product.** All documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by SABC specifically at the request and solely for the use of City of Starkville, which information is not of the sort that would be compiled in the ordinary course and scope of SABC=s regular business activities, shall be owned by City of Starkville upon completion or termination of this Contract. City of Starkville reserves the right to any and all information and/or materials collected on its behalf.

SABC assures that any and all information regarding employees of City of Starkville will be kept strictly confidential and will become the property of City of Starkville. SABC further assures that City of Starkville shall have full access to all information collected, based on the business associate agreement provisions set forth in 45 C.F.R. ' 164.502(e) or 164.504(e), and any other applicable provisions of 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rules"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA").

SABC is prohibited from use of the above described information and/or materials without the express written approval of City of Starkville.

10. **Funding.** Intentionally left blank.
11. **Confidentiality.** City of Starkville agrees to keep confidential and not to use or to disclose to others during the term of this Contract , except as expressly permitted in writing by Southern Administrators and Benefit Consultants, Inc., terms and provisions of this Contract. It is understood, however, that City of Starkville attorneys, accountants or other agents may review such forms in order to determine whether Southern Administrators and Benefit Consultants, Inc., is meeting its duties under this Contract.
 - a. **Mandatory Electronic Payment of Vendors-Contract Provision:** It is expressly provided that the City of Starkville's payments to vendors, unless specifically exempt, under this Contract shall be paid electronically and shall be provided the supporting remittance detail by electronic means using Paymode™, the State's e-payment vehicle for Electronic Funds Transfer (EFT), in conformity with the Mississippi Department of Finance and Administration rules regarding Mandatory Electronic Payment of Vendors. All vendors, with the exception of those specifically exempt under the Rule, shall register for Paymode™. Registration can be completed at the Bank of America™ enrollment website at <http://www.bankofamerica.com/paymode/ms> or by calling 1-866-252-7366. Vendor may request assistance in enrolling or receive more information by contacting mash@dfa.state.ms.us or by calling MASH at (601) 359-1343. Vendors expressly exempt from this rule include, but are not limited to: State Employees as defined by §25-9-107; Contract Workers, not including Independent Contractors; Vendors specifically approved for "one of" payments; Vendors who apply for exemption and are approved by DFA.

12. **Record Retention and Access to Records.** SABC shall maintain, and shall make available to City of Starkville, any state or federal agency authorized to audit City of Starkville, or any duly authorized representatives, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for such period as required to correspond with applicable statutes of limitation imposed by State and Federal law; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed, or if audit findings litigation or other legal action has not been resolved at the end of the period, the records shall be retained until resolution. Unless requested by City of Starkville, records will be destroyed after the period required by State and Federal law, unless terminated by paragraphs 7 & 8. Should this Contract terminate, pursuant to paragraphs 7 or 8, all records must be recovered at SABC=s place of business (during business hours) within ninety (90) days of the effective date of termination. Except as stated above, SABC is released from all record keeping liability after ninety (90) days from the date of termination of this Contract.
13. **Modification or Amendment.** Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
14. **Assignment.** SABC may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of City of Starkville. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
15. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
16. **Indemnification.** SABC shall indemnify and save City of Starkville harmless from any and all liabilities, fines, penalties, excise taxes, expenses, costs, damages, attorneys' fees and losses of any kind or nature (hereafter "Damages") arising out of any act or omission by SABC, its agents or employees. SABC shall not be liable under this paragraph for any Damages due exclusively by the acts or omissions of the City of Starkville, its agents or employees. SABC shall assume the defense and settlement of any lawsuits, administrative actions or other legal proceedings brought to collect such Damages and shall pay all judgments entered in such legal proceedings and expenses of such proceedings. The paragraph and the obligations herein shall continue in full force and effect notwithstanding the termination of this Contract, whether by expirations of time, operation of law, action by either party or otherwise.
17. **Insurance.** SABC represents that it meets the requirements of Section 25-17-1 thru 9 of the Mississippi Code.
18. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi.
19. **Severability.** If any term or provision of this Contract is prohibited by the laws of the State

of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

20. **Disputes.** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi. Any action, suit or proceeding brought by, or on behalf of either party under this Contract, in whole or in part, shall be brought in the federal or state courts of Mississippi as governed by Mississippi law on venue and jurisdiction.

21. **Compliance with Laws.** SABC shall comply with all applicable laws, regulations, policies and procedures and Grant requirements (if applicable) of the United States of America of any agency thereof, the State of Mississippi of any agency thereof and any local governments or political subdivisions that may affect the performance or services under this Contract. Specifically, but not limited to, SABC shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Contract because of race, religion, color, sex, age, national origin or disability.

a. Compliance with Mississippi Employment Protection Act (MEPA): SABC represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SABC further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. SABC understands and agrees that any breach of these warranties may subject it to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to SABC by any Division, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, SABC would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

22. **Entire Agreement.** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

23. **Special Terms and Conditions.** It is agreed and understood by each party to this Contract that the City of Starkville agrees to cooperate with SABC to the extent permitted by law, including but not limited to providing SABC necessary payroll information to the extent needed by SABC to perform its duties.

24. **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

COMPANY: CITY OF STARKVILLE
Markeeta Outlaw, City Clerk
City Hall
101 Lampkin St.
Starkville, MS 39759

SERVICE PROVIDER: SOUTHERN ADMINISTRATORS
AND BENEFIT CONSULTANTS, INC.
Nelson Morrison, President
P.O. Box 2449
Madison, MS 39130-2449

Each party agrees to notify the other promptly in the event of an address change.

**APPENDIX A
AMENDMENT**

**HEALTH INSURANCE PORTABILITY
AND
ACCOUNTABILITY ACT OF 1996
PRIVACY RULES
BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement"), effective October 1, 2010, by and between City of Starkville (hereinafter "Plan Administrator") Unreimbursed Medical Spending Account Plan, maintained under and as part of the City of Starkville Flexible Benefit Cafeteria Plan ("the Plan") and Southern Administrators and Benefit Consultants, Inc. (hereinafter "SABC"), as Service

Provider for the Plan Administrator, is incorporated into and made a part of the Agreement for Professional Services, (“Contract”) between SABC and City of Starkville. This Agreement is intended to comply with the business associate agreement provisions set forth in 45 C.F.R. ‘ 164.502(e) and ‘ 164.504(e), and any other applicable provisions of 45 C.F.R. Parts 160, and Part164, subparts A and E (the “Privacy Rules”), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), compliance date of April 14, 2003, (April 14, 2004, for small health plans) and HIPAA Security Standards for the Protection of Electronic Protected Health Information (“E PHI”) as set forth in 45 C.F.R. Part 160 and Part 164, Subparts A and C, compliance date of April 20, 2005, (April 20, 2006 for small health plans) as amended by the U.S. Department of Health and Human Services.

SABC recognizes that in the performance of services for the Plan under the Agreement it will have access to, create, and/or receives general or electronic information from the Plan or on its behalf Protected Health Information (“PHI”), as defined at 45 C.F.R. ‘ 160.103. For purposes herein, PHI shall have the meaning given to such term in 45 C.F.R. ‘ 164.501, limited to the information created or received from the Plan or on its behalf by SABC. Whenever used in this Plan, other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Agreement, but not defined herein, shall have the same meaning as those terms defined in the HIPAA Security Standards or Privacy Rules.

SECTION 1. SABC RESPONSIBILITIES

- 1.1 SABC agrees, as a Business Associate, to not use or disclose PHI other than as permitted or required by the Agreement or as required by law. SABC shall use or disclose PHI only as follows:
 - a. Except as otherwise limited in this Agreement, SABC may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Plan as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rules if done by Plan or the minimum necessary policies and procedures of the Plan
 - b. Except as otherwise limited in this Agreement, SABC may use PHI for the proper management and administration of SABC or to carry out the legal responsibilities of SABC.
 - c. Except as otherwise limited in this Agreement, SABC may disclose PHI for the proper management and administration of SABC.
 - d. Except as otherwise limited in this Agreement, SABC may use PHI to provide Data Aggregation services to Plan as permitted by 42 C.F.R. ‘ 164.504(e)(2)(i)(B).
 - e. SABC may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. ‘ 164.502(j)(1).
 - f. SABC may use and disclose PHI that has been de-identified within the meaning of 45 C.F.R. ‘ 164.514.

- 1.2 SABC agrees to implement appropriate administrative, physical and technical safeguards that

reasonably and appropriately protect the confidentiality, integrity, and availability of general and electronic PHI that it creates, receives, maintains or transmits on behalf City of Starkville to prevent the use or disclosure of PHI other than as provided for by this Agreement in accordance with 45 C.F.R. § 164 (HIPAA Security Rule & Security Standards) April 21, 2005, or as amended by the American Recovery and Reinvestment Act (“The Act”), for breach or unsecured PHI, effective September 23, 2009. SABC uses technologies and a methodology that renders PHI unusable, unreadable, and indecipherable or de-identified to unauthorized individuals are in place.

- 1.3 SABC agrees to use reasonable efforts to maintain the security of PHI and to prevent unauthorized uses or disclosures of such PHI, as well as, alert City of Starkville of any security incident of which it becomes aware.
- 1.4 SABC agrees to report to the Plan any use or disclosure of PHI not provided for by this Agreement or in the Agreement. SABC, as a business associate, shall send the required notification to each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed as a result of the breach, without unreasonable delay, based on the requirements of HIPAA.
- 1.5 SABC agrees to only request, use or discloses the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- 1.6 SABC agrees to ensure that any agent, including a subcontractor, to whom it provides PHI that was created, received, maintained or transmitted on behalf of the City of Starkville agrees to the same restrictions and conditions that apply through this Agreement to SABC with respect to such information.
- 1.7 SABC agrees to provide access, at the request of the Plan, and in the time and manner designated by Plan, to PHI in a Designated Record Set (as defined in 45 C.F.R. § 164.501), to the Plan, or as directed by the Plan, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. SABC shall have the right to charge the Individual a reasonable cost-based fee, as permitted by 45 C.F.R. § 164.524.
- 1.8 SABC agrees to make any amendment(s) to PHI in a Designated Record Set that the Plan directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Plan or an Individual, and in the time and manner designated by the Plan.
- 1.9 SABC agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by SABC on behalf of the Plan available to the Plan, or at the request of the Plan to the Secretary (as defined in 45 C.F.R. § 160.103), in the time and manner designated by the Plan, or the Secretary, for purposes of the Secretary determining the Plan’s compliance with the Privacy Rules.
- 1.10 SABC agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- 1.11 SABC shall maintain the privacy of the employees PHI, and electronic protected health information, (EPHI), by using technologies and methodologies that render the EPHI or PHI, unusable, unreadable, indecipherable or de-identified to unauthorized individuals. The Plan shall render all PHI unusable, unreadable, indecipherable or de-identified to unauthorized individuals by using shredding or destroying PHI, and encryption required.
- 1.12 SABC shall, following the discovery of a breach of unsecured PHI as a business associate, SABC will notify the Plan Administrator of the breach so that, the Plan Administrator will, in turn, notify all the affected individuals. To the extent possible, as a business associate, SABC shall identify each individual whose unsecured PHI has been, or is reasonably believed to have been, breached. Such notice shall be given without unreasonable delay and no later than sixty (60) days following discovery of a breach and/or based on the number of affected individuals, SABC will adhere to requirements of posting notice by web sites and/or media, and/or HHS. With the exception of a delay if a law enforcement official determines that such notification would impede a criminal investigation or cause damage to national security.
- 1.13 SABC agrees to provide to Plan or an Individual, in the time and manner designated by Plan, information collected in accordance with 1.10 to permit the Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. ' 164.528.
- 1.14 Except as provided for herein, or as required by law, upon termination of the Agreement, SABC agrees to return to the Plan or destroy PHI and retain no copies in any form, if feasible. In the event that SABC determines that returning or destroying the PHI is infeasible, SABC shall notify the Plan of the conditions that make return or destruction infeasible and agrees to extend the protections, limitations and restrictions of this Agreement to such PHI and to limit any further uses and/or disclosures of such PHI retained to the purposes that make the return or destruction of the PHI infeasible, for as long as SABC maintains such PHI. Both parties agree that this Section 1.14 shall survive the expiration or termination of the Agreement and remain in full force and effect thereafter for so long as SABC or any of SABC= employees, subcontractors, or agents remains in possession of any PHI.
- 1.15 SABC authorizes termination of this agreement by City of Starkville if the City of Starkville determines that SABC has violated a material term of this Appendix.

SECTION 2. PLAN AND PLAN ADMINISTRATOR RESPONSIBILITIES

- 2.1 Plan Administrator acting as the Plan Sponsor agrees to comply with the requirements set forth in 45 C.F.R. ' 164.504(f), including but not limited to amending the Plan, if necessary to restrict uses and disclosures of PHI. The Plan Administrator agrees to forward a copy of such amendments to SABC at least ten (10) business days before the effective date of such amendments. SABC agrees to provide Plan Administrator with any amendments necessary to comply with this Section with regard to Plan documents provided by SABC to Plan Administrator for adoption. The Plan Administrator further agrees to provide the names of employees or agents who have access to PHI in accordance 45 C.F.R. ' 164.504(f), and to notify SABC of any changes in writing.

- 2.2 Plan Administrator agrees that it will not request SABC to use or disclose PHI in any manner that would not be permissible under the Privacy Rules if done by the Plan, except that SABC may use or disclose PHI as provided in Section 1.1.
- 2.3 Plan Administrator agrees to provide Plan participants and beneficiaries with adequate notice of the uses and disclosures of PHI that may be made by the Plan, and of the individual=s rights and the Plan=s responsibilities with respect to PHI as required in 45 C.F.R. ' 164.520. The Plan further agrees to forward a copy of such notice to SABC, as well as any changes to such notices.
- 2.4 Plan Administrator agrees to provide SABC with any changes to, or revocation of, permission by a Participant or Beneficiary to use or disclose PHI, if such changes affect SABC=s permitted or required uses or disclosures.
- 2.5 Plan Administrator agrees it will not agree to any special privacy restrictions requested by an Individual without SABC=s written approval, including those provided for 45 C.F.R. ' 164.522.

SECTION 3. MISCELLANEOUS

- 3.1 Both parties agree that nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than SABC, the Plan, the Plan Administrator, and their respective successors, or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 3.2 This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rules, and any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rules. Both parties agree that the provisions of this Section shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions of this Section.
- 3.3 Both parties acknowledge that future changes to the requirements of HIPAA, the Privacy Rules, and other applicable laws relating to the security or confidentiality of PHI may require amendment of this Agreement. Upon the written request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement. If either party disagrees with any such amendment, it shall so notify the other party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then any of the parties may terminate the Agreement on thirty days written notice to the other party or in accordance with Section 7 of the Agreement.
- 3.4 Notwithstanding Section 3.3 above and without limiting the rights of the parties under the Agreement, upon written notice of the existence of an alleged material breach of the terms of this Agreement, the Plan Administrator shall afford SABC an opportunity to cure said breach upon mutually agreeable terms. Failure to cure shall be immediate grounds for termination of the Agreement.

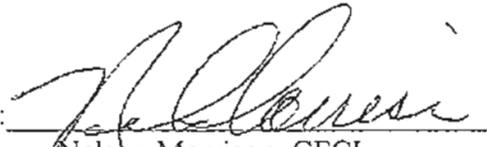
3.5 SABC agrees to indemnify and hold harmless the Plan and Plan Administrator from any and all liabilities, fines, penalties, expenses, costs, attorney's fees and other damages arising out of the failure of SABC, its employees, agents or subcontractors to comply with the provisions of this Agreement, HIPAA, or the Security and Privacy Rules. These provisions shall survive this termination of the Agreement regardless of the cause of reason of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Appendix to be executed by their duly authorized appointed representatives or officers, effective as of the date first listed in section 4, above, of this Agreement/Contract.

**CITY OF STARKVILLE
FLEXIBLE BENEFITS
CAFETERIA PLAN**

**SOUTHERN ADMINISTRATORS
AND BENEFIT CONSULTANTS, INC.**

By: _____
Markeeta Outlaw
"Plan Administrator"

By: 
Nelson Morrison, CFCI

Title: City Clerk

Title: President

Date: _____

Date: _____

8.

**APPROVAL TO REIMBURSE THE POLICE DEPARTMENT
CONFIDENTIAL INFORMANT PROGRAM \$2,108.65**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval to reimburse the Police Department Confidential Informant Program \$2,108.65" is enumerated, this consent item is thereby unanimously approved.

9.

**APPROVAL TO AUTHORIZE THE MAYOR TO SIGN AND
EXECUTE THE CONTRACT WITH SOUTHEASTERN
DATA CORPORATION (SEDC) FOR STARKVILLE ELECTRIC
DEPARTMENT BILLING ADMINISTRATION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize the Mayor to Sign and Execute the Contract with Southeastern Data Corporation (SEDC) for Starkville Electric Department Billing Administration, this consent item is thereby unanimously approved.

SEDC SERVICES AGREEMENT

THIS AGREEMENT, dated the 1st day of August, 2010, is by and between SEDC, a Georgia corporation, and CITY OF STARKVILLE, MISSISSIPPI ("Customer").

WHEREAS, SEDC wishes to provide, and Customer wishes to acquire, products and services as described herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

1. **Products and Computer Services.** SEDC agrees to provide to Customer, and Customer agrees to purchase from SEDC, those products and services set forth in the attached Statement of Work, designated as Schedule "A". If the parties desire to amend this Statement of Work, such amendment shall be binding on the parties only if a revised Statement of Work is reduced to writing and signed by the parties. Any additional services will be furnished by SEDC subject to availability of facilities, personnel and services available to SEDC, at standard rates in effect at the time, and in accordance with any applicable special terms agreed to in writing by the parties. Notwithstanding any other provision of this Agreement, Customer agrees that the services described in this Agreement may, at SEDC's discretion, be provided either directly by SEDC or through subcontractors or other third parties. Customer agrees to recognize and cooperate with such third parties in facilitating the performance of SEDC's obligations hereunder.

2. **Completion Times.** SEDC will furnish the completed product as described in Schedule "A" and provide any other products and computer services pursuant to the Delivery and Time Schedules set forth in Schedule "B". In no event shall SEDC be liable for any delay in the performance or delivery of any service or product due to failure by Customer to timely provide information, data and any other items as are reasonably required by SEDC to perform its obligations; PROVIDED, however, that if Customer fails to provide correct and complete data in accordance with mutually agreed time schedules, SEDC will promptly request the additional data and reschedule and process Customer's work within the time limits provided in Schedule "B". Customer agrees to extend the time schedules for this purpose. Data will be deemed to have been timely submitted by Customer if received by SEDC on or before the time limits set forth in Schedule "B".

3. **Term.** The term of this contract shall commence on the date of acceptance of the agreement and continue for a minimum term of thirty-six (36) months. The term of this contract may be extended, however, under the same terms and conditions except:

- (a) The Customer shall not have delivered to SEDC written notification of its intention to terminate the contract within ninety (90) days of the expiration of the minimum term or any subsequent extension thereof.
- (b) Each extension of the term shall be for twelve (12) months from the date of the expiration of the minimum term or any extension thereof.

4. **Pricing/Invoicing.**

- (a) The prices for products and services are set forth in Schedule "B".
- (b) Any sales and use taxes, and any other similar taxes applicable to the production, sale, use, storage, delivery or transportation of the products and services shall be calculated and paid by Customer.
- (c) Shipment of products shall be F.O.B.
- (d) In addition to the prices set forth in Schedule "B" for Print/Mail Services, Customer shall pay estimated postage costs prior to the mailing of Customer's customer invoices. Estimated postage costs shall be equal to Customer's actual postage costs for the preceding month. If in any given month Customer pays estimated postage in excess of the postage costs actually attributable to Customer, SEDC shall apply such excess payment to Customer's postage costs for the subsequent month. SEDC shall sort Customer's mail to obtain the most advantageous postage rates, and shall provide Customer with an accounting of all postage costs incurred.
- (e) Customer agrees to pay SEDC promptly for such services as rendered to client on a monthly basis. SEDC will send an invoice each month, and the Customer shall make payment within thirty (30) days after receipt of the invoice. If Customer fails to pay any invoice within 60 days from the invoice date, SEDC shall notify Customer that such invoice is past due and may be subject to a late charge fee of 1.5% of total due.
- (f) In order to achieve volume discounts for print/mail customers on forms, envelopes and other pre-printed material ordered on behalf of Customer, SEDC may purchase up to a 6 months supply of these items in advance. In the event of cancellation of this contract by Customer or Customer requests changes to these items, Customer shall be responsible for the cost incurred by SEDC for the remaining inventories of such items.

5. **Customer Data /Proprietary Rights.**

- (a) All data furnished by Customer pursuant to this Agreement shall at all times remain the property of the Customer. SEDC shall have the right to copy and retain all such data and materials for its files as it deems necessary for internal processing use only.
- (b) Customer shall use its reasonable best efforts to assure the accuracy and adequacy of all data and other items provided to SEDC, and for all results obtained therefrom. SEDC shall not be responsible for errors or omissions resulting from any inaccuracy or defect in any Customer-supplied data or materials. Customer shall pay SEDC, at rates specified in Schedule "B", for any processing reruns or any other additional work performed by SEDC due to Customer submitting data or materials which are incorrect or incomplete. All data and materials supplied by Customer shall be returned by SEDC upon completion of use by SEDC or upon termination of this Agreement.
- (c) All information, programs, software, artwork, films, molds, plates, dyes, negatives, positives and all other items, machinery or materials furnished, developed or created by SEDC, its contractors, subcontractors or agents, in providing the products and services shall remain SEDC's exclusive property.

6. **Confidential Information.** SEDC agrees to deny unauthorized access to and take reasonable steps to protect the confidentiality of Customer's data and materials and resultant output that is designated as confidential by Customer. Neither party shall be required to keep confidential any information or data which is or becomes publicly available, is already known or is independently developed by such party outside the scope of this Agreement, or is rightfully obtained by third parties. Notwithstanding the foregoing, SEDC may provide such information to any third parties who may provide any of the products or services under this Agreement, provided such third party agrees to keep such confidential data and material confidential.

7. **Warranties.**

- (a) SEDC shall, upon written request of Customer, pursue with reasonable diligence, on behalf of Customer, a claim for breach of any warranty available to SEDC from manufacturers or third-party vendors for products supplied to Customers under the terms of this Agreement.
- (b) SEDC shall use care in processing all data and materials submitted to it and in performing and providing services. Data and materials shall be processed in accordance with generally accepted data processing procedures. If computer services are interrupted or delayed for any reason, SEDC will resume the computer services as soon as reasonably practical. In the event that errors or omissions in computer services are the direct fault of SEDC, SEDC will correct any errors of which SEDC receives timely notice from Customer. Where correction is impossible or impractical, Customer shall be entitled to a refund for that portion of the computer services or products which contain errors.

8. **Indemnification.** SEDC agrees to fully indemnify and hold harmless Customer and its employees, agents, or assigns, from any and all claims, suits, judgments, damages, attorney's fees, costs, and any and all other expenses, excluding the consequential damages listed in paragraph 9 of this agreement, whatsoever arising out of any act or omission by SEDC arising out of or relating to this agreement, the products or services provided hereunder, or the performance or breach of this agreement.

9. **Limitation of Liabilities.** In no event, however, shall SEDC be liable to Customer for any consequential damages arising out of or relating to this agreement, the products or services provided hereunder, or the performance or breach of this agreement, even if SEDC has been advised of the possibility thereof.

10. **Special Order Services.** All services provided by SEDC to Customer other than basic services shall be referred to herein as special order services and shall be provided as follows:

- (a) If Customer shall desire special order services, Customer shall, submit to SEDC a written request which shall, with reasonable specificity, describe the services or charges desired by Customer. SEDC and Customer shall, within a reasonable time thereafter, evaluate the request for which services are to be performed by SEDC. Based on such evaluation, SEDC will prepare specifications for the design, enhancement and implementation of the services described and specify an estimated number of working days after Customer's acceptance in which the applications shall be completed.
- (b) If the specifications prepared by SEDC are acceptable to Customer, Customer shall indicate its acceptance in writing.

(c) Upon acceptance by Customer of the service specifications, SEDC shall commence preparation and diligently pursue development of the product in accordance with such specifications and shall use its best efforts, consistent with changing and conflicting needs and demands of its Customers, to complete the same within the period estimated in the specifications.

(d) For special order services, SEDC shall be compensated as provided for in Schedule C.

11. **Special Stipulations.** All contractual issues are covered by this agreement. Any additional terms shall be outlined in Schedule "D", attached, and signed by both parties. The absence of Schedule "D" shall mean it does not exist.

12. **Force Majeure.** Should the performance of this Agreement by either party be prevented or delayed by act of God, war, civil insurrection, fire, flood, storms, strikes, lockouts, total or partial failure of transportation, or delivery of facilities, interruption of power, or any law, regulation, or order of any federal, state, county, or municipal authority, or by any other cause beyond the control of such party, that party's performance shall be excused to the extent it is prevented or delayed. Each party will promptly give the other party notice of any event it claims to be an event of force majeure.

13. **Equal Opportunity Clause.** We hereby incorporate the equal opportunity clause, Section 60-1.4, and the affirmative action clause for handicapped workers, Section 60-741.4, pursuant to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. ' 4212, and implementing regulations.

14. **General Contract Provisions.**

(a) **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

(b) **Captions.** The captions used for the paragraphs in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement or any paragraph hereof.

(c) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this Agreement are hereby cancelled.

(d) Schedules. Each and every Schedule attached hereto shall be incorporated into and made a part of this Agreement by reference.

(e) Amendments. This Agreement may be amended only by written agreement executed by all parties hereto.

(f) Notice. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered as follows:

If to SEDC:

SEDC
Attention: Ron Camp
100 Ashford Center North
Suite 500
Atlanta, Georgia 30338
Telephone Number: (770) 414-8400
Telecopy Number: (770) 414-1122

If to Customer:

CITY OF STARKVILLE, MISSISSIPPI
Attention: Mayor Parker Wiseman
101 Lampkin St.
Starkville, MS 39759
Telephone Number: (662) 324-4012
Telecopy Number: (662) 324-4015

or as to each party, at such address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall be effective (a) if mailed, when received or three (3) days after mailing, whichever is earlier; (b) if telecopied, when transmitted; or (c) if hand delivered, when delivered.

(g) Effective Date. This Agreement shall become effective upon the parties signing and exchanging the signed copy by facsimile transmission.

(h) Further Assurances. The parties covenant and agree to execute such additional commercially reasonable agreements as may be reasonably necessary to effect and further define the terms and conditions of the rights provided in this Section.

(i) Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including, without limitation, any dispute concerning the scope of this arbitration clause, shall be submitted to binding arbitration to be administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator in any such arbitration may be entered in any court having jurisdiction thereof.

(j) Assignment. This Agreement may be assigned, in whole or in part, by either party, provided that such assignment shall not relieve the obligations of the assigning party as provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed under seal this Agreement the day and year first above written, by and through their duly authorized representatives.

SEDC

By: _____

Title: _____

Attest: _____

Title: _____

(Corporate Seal)

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Title: _____

Attest: _____

Title: _____

(Corporate Seal)

SCHEDULE "A"

Statement of Work – Printing and Mailing Services

- 1) Statement to be formatted based on Customer requirements.
- 2) Data will be received at SEDC via electronic transfer initiated by Customer in a format agreed upon by both parties.
- 3) All addresses will be passed through certified postal-coding software for CASS (Coding Accuracy Support System) certification and delivery point barcode for automated postage discount.
- 4) All statement materials included: **statement page, outside mailing envelope, courtesy-reply envelope.**
- 5) Processing, printing, collating, folding, inserting and mailing.
- 6) Preparation and delivery to USPS in automation stream.

SCHEDULE "B"

Time Schedule

Each utility must provide a delivery schedule of data thirty days in advance. If data is not delivered promptly or if incorrect data is received data will be reprocessed in accordance with agreement within 48 hours. Data received promptly will be mailed within 24 hours.

PRICING:

BASE PRICING AS DESCRIBED ABOVE:

First 20,000 bills	\$.135
Over 20,000 bills	\$.115
Invoice Bill (In addition to pricing above)	\$.10 first page

ADDITIONAL PRICING:

Add'l pages per bill	\$.05/page
Inserts (can be added "selectively")	\$.01 /insert
Insert/Newsletter printing	Quoted based on specs

There will be a \$50.00 per process minimum.

Each utility will have a \$500 setup fee at conversion.

Prices do not include postage. Postage to be supplied in advance. All mailable pieces will be coded for maximum discount.

NEW APPLICATIONS:

New Applications will be added to a published price list of basic services which will be provided to all Customers and become part of this schedule.

SCHEDULE "C"
SCHEDULE OF CHARGES FOR SPECIAL ORDER SERVICES

Pricing for services of this nature will be made by quotation.

Minimum Hourly Programming Rate \$ 150.00 per hour

SCHEDULE "D"
SPECIAL STIPULATIONS

1. This Agreement may be terminated at any time during the first 90 days of the contract by Customer with or without cause. Such termination shall be in writing with 30 days notice.

SEDC

By: _____
Title: _____

CUSTOMER:

By: _____
Title: _____

10.

**APPROVAL TO EMPLOY DEMARIO CISTRUNK AND
WILLIAM TABB AS FIREFIGHTERS
IN THE FIRE DEPARTMENT WITH AN ANNUAL SALARY OF
\$26,517.81 AND A ONE-YEAR PROBATIONARY PERIOD**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval to employ Demario Cistrunk and William Tabb as Firefighters in the Fire Department with an annual Salary of \$26,517.81, Grade 5 Step 1, and a one-year probationary period" is enumerated, this consent item is thereby unanimously approved. This position works 2990 hours annually.

11.

**APPROVAL AUTHORIZING THE MAYOR TO SIGN AND
EXECUTE THE CONTRACT WITH THE STARKVILLE
SCHOOL DISTRICT TO PROVIDE UNIFORM POLICE
OFFICERS AT HOME FOOTBALL AND BASKETBALL GAMES**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize the Mayor to sign and execute the contract with the Starkville School District to provide uniform police officers for all home football and basketball games" is enumerated, this consent item is thereby unanimously approved.

CONTRACT TO PROVIDE POLICE PROTECTION AT STARKVILLE SCHOOL DISTRICT ATHLETIC EVENTS

This day this contract entered into by and between the CITY OF STARKVILLE, MISSISSIPPI (hereafter "City"), and the STARKVILLE SCHOOL DISTRICT (hereafter "School District").

WHEREAS, School District desires to obtain police protection at certain athletic events, including, but not limited to, all home football games and basketball games; and,

WHEREAS, *Mississippi Code Annotated*, § 21-19-49(2) (1972), as amended, provides that the School District and the City may contract to provide police protection in the said School District on such terms and for such reimbursement as the School District and the City may agree in their discretion.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto agree and covenant as follows, to-wit:

1. The City of Starkville will furnish Law Enforcement Officers Training Academy-certified police officers to provide protection at School District athletic events, including, but not limited to, all Starkville High School home football games and home basketball games, upon the terms more fully set out below. The police officers so furnished shall wear City of Starkville police uniforms and shall be provided with municipal law enforcement equipment, all as authorized by statute.

2. The School District shall pay the City at a rate of \$25.00 per hour for each officer so provided under the terms hereof. The City of Starkville Police Department will tender to the School District a statement at the conclusion of any month in which police officers are assigned to athletic events, which statement shall set out the number officers assigned to duty at athletic events, the number of total hours which the officers worked, and the total

amount due to the City. Upon receipt the School District will place same on the claims docket for approval and payment.

3. No more than six (6) officers will be provided for any athletic event. The precise number of officers needed for any event, and the number of hours which each officer shall work at such event, shall be determined by the City of Starkville Chief Of Police.

4. This agreement shall be in force and effect from the date of its approval and execution by the Mayor and Board of Aldermen and the Board of School Trustees of the Starkville School District. This agreement shall terminate on June 30, 2013, being the expiration of the term of the present Mayor and Board of Aldermen of the City of Starkville, and their successors in office may renew this agreement for a term which will expire concurrently with the expiration of their term of office.

5. The parties acknowledge that the police officers assigned to each athletic event are employees of the City of Starkville, Mississippi, and are not employees of the Starkville School District. The School District shall not regulate in any way the City's personnel practices, rates of pay, or any other terms and conditions of employment of the police officers provided under the terms hereof. This contract and all activities pursuant hereto do not and will not, and shall not be deemed to, create any relationship between the School District and the City other than as set out herein, and nothing in this agreement shall be construed so as to create a partnership or a joint venture between the parties hereto.

6. This agreement contains the entire agreement and understanding between the parties hereto. All prior understandings, terms or conditions are deemed merged in this agreement. This agreement may not be changed orally or informally, but only by an agreement in writing and executed by all the parties hereto, having first been spread upon the minutes of the Mayor and the Board of Aldermen of the City of Starkville and the Board of School Trustees of the Starkville School District.

7. Neither this agreement, nor any obligation of either party hereunder, is assignable in whole or in part.

8. Miscellaneous provisions:

a. This agreement shall be construed and enforced according to the laws of the State of Mississippi.

b. In construing this agreement feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the content so requires.

c. The covenants, terms, conditions, provisions, and undertakings in this agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

d. If any provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

9. The School District agrees to fully indemnify and hold harmless the City, its employess, agents, and assigns, for any and all claims, suits, judgments, damages, attorney fees, costs and any and all other expenses whatsoever arising out of or relating to any act or omission by the School District arising out of or relating to this agreement, the services provided hereunder, or the performance or breach of this agreement.

WITNESS OUR SIGNATURES on this the _____ day of _____, 2010.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
PARKER Y. WISEMAN, Mayor

ATTEST:

MARKEETA OUTLAW, City Clerk

(SEAL)

STARKVILLE SCHOOL DISTRICT

BY: _____
BILL WEEKS, President, Starkville
School District Board of School Trustees

ATTEST:

JUDY COUEY
Superintendent

(SEAL)

12.

**APPROVAL AUTHORIZING THE MAYOR TO SIGN AND
EXECUTE THE CONTRACT WITH STARKVILLE HOUSING
AUTHORITY FOR THE ASSIGNMENT OF A
FULL TIME UNIFORM OFFICER**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize the Mayor to sign and execute the contract with the Starkville Housing Authority for the assignment of a full-time uniform police" is enumerated, this consent item is thereby unanimously approved.

CONTRACT FOR SERVICES
BETWEEN THE STARKVILLE HOUSING AUTHORITY
AND
THE CITY OF STARKVILLE, MISSISSIPPI

This contract is made and entered into this 15th day of September, 2010, by and between the Starkville Housing Authority and the City of Starkville, Mississippi for and on behalf of the Starkville Police Department.

WITNESSETH: That the Starkville Housing Authority, and the City of Starkville, Mississippi, for the consideration stated herein, mutually agree as follows:

Section 1 – Statement of Work:

Work included in this contract is for one full-time officer who shall be assigned to the Starkville Housing authority to perform comprehensive law enforcement services within and adjacent to the public housing developments owned and administered by the Starkville Housing Authority. A list of applicable housing developments is attached and incorporated herein as Appendix A.

The specific hours, nature, and frequency of the work performed will be mutually agreed upon by the Starkville Housing Authority and the Starkville Police Department. The police officer assigned this duty shall come from the Community Oriented Police Squad (COPS). A log of shift activities shall be maintained by the assigned police officer and made available on request to the Starkville Housing Authority. It is understood that work performed by the Starkville Police Department under this contract provides extra police protection and serves as a supplement to any and all standard law enforcement responsibilities and duties.

The Starkville Police Department shall at all times be responsible for directing the duties, operations and responsibilities of the police officer assigned to this position.

Section 2 – Equipment, Insurance and Uniforms:

The Starkville Police Department will assume any and all costs of equipment, liability and other insurance, and uniforms for the use of their respective staff under this contract.

Section 3 – Contract Price and Payment

The Starkville Housing Authority shall reimburse the City of Starkville at a rate of \$4,160.00 per month. This cost is inclusive of the salary, FICA taxes, insurance, retirement, worker's compensation, unemployment payroll taxes and any other fringe benefits currently provided by the City of Starkville to its full time police officers. This amount is subject to modification as the

City of Starkville modifies its salary structure to provide for cost of living indices for the existing position effective at the beginning of each fiscal year for the duration of this contract period. The City of Starkville shall be responsible for maintaining all payroll records, deductions, salary payments, and fringe benefit payments for and on behalf of said police officer. The City of Starkville shall provide documentation annually to show the cost of the police officer plus the aforementioned benefits.

Section 4 – Term

This contract shall remain in effect from September 16, 2010, until the recess Board meeting in July 2013, or upon thirty (30) days written notice of termination by either contracting party, or unless Mississippi Code Section 21-17-1(13) is repealed by the Legislature.

This instrument contains the entire agreement between the Starkville Housing Authority, the City of Starkville, Mississippi, for and on behalf of the Starkville Police Department. It is the responsibility of the Starkville Police Department to make their respective personnel familiar with the terms of this contract.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives executed this Contract.

Parker Wiseman, Mayor
City of Starkville, Mississippi

Terry Thomas, President
Starkville Housing Authority Board of Directors

13.

**APPROVAL TO ACCEPT THE LOW QUOTE SUBMITTED BY
CONSOLIDATED PIPE IN THE AMOUNT OF \$8,453.20 FOR SEWER PIPE
NEEDED FOR THE SUDDUTH ROAD SEWER PROJECT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize the Mayor to sign and execute the contract with the Starkville School District to provide uniform police officers for all home football and basketball games" is enumerated, this consent item is thereby unanimously approved.

14.

**APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM
CONSTRUCTION, THE LOW BIDDER FROM THE
CITY OF STARKVILLE 2010 SOURCE OF SUPPLY LIST,
TO INSTALL SEWER LINE FOR THE SUDDUTH ROAD
SEWER PROJECT AT A COST OF \$23,677.50**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval to issue a Notice to Proceed to Stidham Construction, the low bidder from the City of Starkville 2010 Source of Supply List, to install sewer line for the Sudduth Road Sewer Project at a cost of \$23,677.50" is enumerated, this consent item is thereby unanimously approved.

15.

**APPROVAL OF CHANGE ORDER #1 WITH
GLENN MACHINE WORKS IN THE AMOUNT OF \$5,580.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Ben Carver, and unanimously approved by the Board, to approve the September 15, 2010 Official Agenda with no objections to consent items, whereby the "approval of Change Order #1 with Glenn Machine Works in the amount of \$5,580.00" is enumerated, this consent item is thereby unanimously approved.

END OF CONSENT ITEMS

PUBLIC APPEARANCES

Starkville School District Superintendent Judy Couey presented the Board with the School Districts' Budget for the 2010 - 2011 fiscal year.

16.

A MOTION TO APPROVE THE CONTRACT AMENDMENT

**WITH GARY SHAFER FOR THE ARCHITECTURAL
SERVICES FOR THE PROPOSED MUNICIPAL COMPLEX**

There came for consideration the matter of contract considerations with Gary Shafer for architectural services in conjunction with the proposed municipal complex. After discussion, and

upon the motion of Alderman Jeremiah Dumas, and having failed to receive a second, the mayor declared the motion failed for lack of a second.

17.

**A MOTION TO POSTPONE CONSIDERATION TO AMEND
THE CONTRACT WITH GARY SHAFER FOR ARCHITECTURAL
SERVICES FOR THE PROPOSED MUNICIPAL COMPLEX**

There came for consideration the matter of contract considerations with Gary Shafer for architectural services in conjunction with the proposed municipal complex. After discussion, and

upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., the Board unanimously voted to table the discussion.

Alderman Ben Carver exited the meeting.

18.

**A MOTION TO APPROVE THE RESOLUTION ADOPTING THE CITY OF
STARKVILLE BUDGET FOR FISCAL YEAR 2011 AND THE ADOPTION OF
THE MILLAGE RATE OF 20.0 MILS FOR GENERAL OPERATIONS,
AN INCREASE IN THE TAX LEVY OF .45 MILS**

There came for consideration the matter of approving the resolution to adopt the City of Starkville Budget for Fiscal Year 2011. Included in the Budget approval was the necessary adjudication by the Mayor and Board of Aldermen of certain fund transfers. Alderman Ben Carver recused himself from the vote and all discussions surrounding the adoption of the City's FY 2011 budget. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Sandra Sistrunk to adopt the City of Starkville's FY 2011 Budget as presented, to include a Tax Levy increase of .45 mils, which will place the tax levy at 20 mils; before the Board voted, Alderman Henry Vaughn, Sr. offered an amendment to the motion:

18a.

**A MOTION TO AMEND THE FOREGOING
MOTION TO INCLUDE
\$5,000.00 TO SMITH-WELL, INC**

After discussion of the forgoing motion, Alderman Henry Vaughn, Sr., offered an amendment to the motion adopting the 2010 - 2011 Budget and setting the Tax Levy to 20 mils, to include a \$5,000.00 donation to Smith-Well, Inc. Alderman Richard Corey duly seconded motion, however before the votes were cast, Alderman Sandra Sistrunk offered an amendment to the amendment.

18b.

**A MOTION TO AMEND THE FOREGOING
ADMENDMENT TO THE ORIGINAL MOTION TO INCLUDE
TAKING THE \$5,000.00 DONATION TO SMITH-WELL, INC.
FROM THE CONTINGENCY LINE ITEM OF THE BUDGET**

After consideration of the amendment to the original motion, Alderman Sandra Sistrunk offered an amendment to the amended motion of including a \$5,000.00 donation to the Smith-Well, Inc. to identify the "Contingency Line Item" as the location from which, to transfer the additional donation. After discussion of the amendment to the amendment, 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 amendment to the amendment of the original motion which identified the line item to use to transfer funds to accommodate the additional donation as stated in the amendment as carried.

The amendment to the original motion was brought for consideration. After discussion the Board voted as follows:

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

Having received a majority affirmative voted of those members present and voting, the Mayor declared the amendment to the original motion, which included an additional \$5,000.00 to the 2010 - 2011 Budget as stated in the amendment, as carried.

The original motion of adopting the 2010 - 2011 Budget and Increased Tax Levy was brought for consideration, with this consideration of the matter approving the resolution to adopt the City of Starkville Budget for Fiscal Year 2011, an adjudication by the Mayor and Board of Aldermen of certain fund transfers is necessary, and that along with adopting the Municipal Budget for Fiscal Year 2010-2011 as noted in Part "A" below the Mayor and Board of Aldermen also make the following determinations:

That the following organizations or events in the informal appendix and funded under provisions of City Ordinance 1991-1 be adjudged as social or community service programs, do advertise, expose, entertain, or otherwise advance the interests of the City of Starkville, Mississippi, in the judgment of the Mayor and Board of Aldermen, and , therefore, are subject to receive funding services as presented in the informal appendix to this budget and not to exceed the aggregate amount of the value of one mill of the total assessment and valuation of property within the corporate limits of the City as prescribed by Mississippi Code 1972 /annotated, Section 17-3-1, et seq.:

American Red Cross	\$	-
Boy Scouts	\$	-
Boys and Girls Club	\$	5,000.00
Brickfire	\$	5,000.00
Community Counseling	\$	12,000.00
Girl Scouts	\$	500.00
GTPDD/Area Agency on Aging/Mini Bus	\$	32,500.00
GTPDD/AAA/home delivered meals/match	\$	-
National Guard	\$	3,000.00
Safe Haven	\$	5,000.00
Starkville Reads	\$	500.00
Smith-Well, Inc.	\$	5,000.00
Misc./Contingency	\$	1,500.00
	\$	70,000.00

**THE CITY OF STARKVILLE, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES AND
EXPENDITURES
FOR FISCAL YEAR ENDED SEPTEMBER 30, 2011
(ADOPTED SEPTEMBER 15, 2010)**

ACCOUNT NUMBER	ACCOUNT TITLE	FY '10-11 BUDGET AMOUNT
REVENUES		
001-000- 220	Licenses & Permits	\$ 402,733
	Inter-Governmental Revenues:	
230	Federal Grants	11,885
240	Federal Shared Revenues	41,500
241	Federal Payments in Lieu of Taxes	474,500
250	State Grants	722,562
260	State Shared Revenues-UNRESTRICTED	5,582,959
	RESTRICTED	
270	Grants from Local Gov't Units	2,629,271
	Charges for Services:	
280	General Government	0
285	Public Safety	0
290	Highways & Streets	0
295	Sanitation	0
300	Health	0
305	Welfare	0
310	Culture & Recreation	0
320	Other	0
330	Fines & Forfeits	1,289,150
340	Miscellaneous - UNRESTRICTED	134,185
	RESTRICTED	0
350	Interfund Transfers	25,000
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$ 11,313,745
	Cash Balance At Beginning of Year (Unrestricted)	\$ 674,028
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$ 11,987,773
	Amount Necessary to be Raised by Tax Levy	\$ 3,901,497
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$ 15,889,270

EXPENDITURES

General Government

001-XXX-			
400	Personnel Services	\$	1,562,165
500	Supplies		75,495
600	Other Services & Charges		1,602,377
700	Capital Outlay		78,000
900	Interfund Transfer		769,754
	TOTAL GENERAL GOVERNMENT	\$	4,087,791

POLICE DEPARTMENT

001-100-			
400	Personnel Services	\$	2,957,700
500	Supplies		403,796
600	Other Services & Charges		299,480
700	Capital Outlay		14,885
800	Lease Payment		142,951
	TOTAL POLICE DEPARTMENT	\$	3,818,812

EMERGENCY DISPATCH(911)

001-142-			
400	Personnel Services	\$	225,711
600	Other Service & Charges		40,000
	TOTAL DISPATCH	\$	265,711

FIRE DEPARTMENT

001-160-			
400	Personnel Services	\$	3,082,636
500	Supplies		65,342
600	Other Services & Charges		292,277
700	Capital Outlay		76,236
800	Lease Payment		19,985
	TOTAL FIRE DEPARTMENT	\$	3,536,476

PROTECTIVE INSPECTION/BUILDING DEPARTMENT

001-181-			
400	Personnel Services	\$	91,828
500	Supplies		7,595
600	Other Services & Charges		13,250
700	Capital Outlay		10,000
	TOTAL PROTECTIVE INSPECTION	\$	122,673

CIVIL DEFENSE

001-190-			
500	Supplies	\$	700
600	Other Service & Charges		10,500

700	Capital Outlay		50,000
	TOTAL OTHER PROTECTION	\$	61,200

STREETS & HIGHWAYS

001-201-			
400	Personnel Services	\$	509,479
500	Supplies		134,500
600	Other Services & Charges		63,600
700	Capital Outlay		3,000
800	Lease Payment		31,213
900	Capital Outlay/Construction		0
	TOTAL STREETS & HIGHWAYS	\$	741,792

ANIMAL CONTROL

001-260-			
400	Personnel Services	\$	69,242
500	Supplies		4,400
600	Other Services & Charges		15,510
700	Capital Outlay		0
900	Transfer Out		106,000
	TOTAL ANIMAL CONTROL	\$	195,152

PARKS & RECREATION

001-300-			
900	Transfers	\$	844,400
	TOTAL PARKS & RECREATION	\$	844,400

MSU HORSE PARK

001-341-			
600	Other services	\$	70,000
	TOATL MSU HORSE PARK	\$	70,000

LIBRARY

001-351-			
900	Transfer	\$	170,400
	TOTAL LIBRARY	\$	170,400

DEBT SERVICE

001-450-			
800	Debt Service	\$	1,009,742
	TOTAL DEBT SERVICE	\$	1,009,742

CAPITAL EXPENDITURES

001-600-715	ADA Compliance	\$	0
001-600-727	Storm Drainage Program		0
001-600-735	Capital Project/Street Improvements		400,000
	TOTAL CAPITAL OUTLAY	\$	400,000

ECONOMIC DEVELOPMENT

001-653-700	Grants to Other Government Agency's	\$	10,000
	TOTAL ECONOMIC DEVELOPMENT	\$	10,000

CONTINGENCY FUND

001-900-991	Contingency Fund	\$	179,836
	TOTAL CONTINGENCY FUND		179,836

TOTAL GENERAL FUND EXPENDITURES \$ **15,513,985**

Year End Balance (Unrestricted) \$ 375,285

TOTAL EXPENDITURES AND YEAR END BALANCE \$ **15,889,270**

002-XXX-XXX

RESTRICTED POLICE FUND**REVENUE**

002-000-329	Fines	\$	16,368
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TOTAL ALL SOURCES OTHER THAN TAXATION \$ **16,368**

Cash Balance at Beginning of Year \$ 34,250

TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION \$ **50,618**

Amount necessary to be Raised by Tax Levy \$ 0

TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES \$ **50,618**

EXPENDITURES

002-158-				
400	Personnel Services	\$		0
500	Supplies			25,500
600	Other Services & Charges			2,500
700	Machinery and Equipment			22,618
	TOTAL RESTRICTED POLICE FUND	\$		50,618
	Balance at End of Year	\$		0
	TOTAL EXPENDITURES AND YEAR END BALANCE	\$		50,618
003-XXX-				
XXX	RESTRICTED FIRE FUND			
	REVENUE			
003-000-				
262	State Grants	\$		119,000
339	Interest on Account			20
	TOTAL ALL SOURCES OTHER THAN TAXATION	\$		119,020
	Cash Balance at Beginning of Year	\$		9,070
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$		128,090
	Amount necessary to be Raised by Tax Levy	\$		0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$		128,090
	EXPENDITURES			
003-560-				
400	Personnel Services	\$		0
500	Supplies			0
600	Other Services & Charges			0
700	Capital Outlay			0
800	Cap Loan			104,314
900	Capital Outlay/Land			0
	TOTAL RESTRICTED FIRE FUND	\$		104,314
	Balance at End of Year	\$		23,776
	TOTAL EXPENDITURES AND YEAR END BALANCE	\$		128,090
010-XXX-	PUBLIC SAFETY-MultUnit Drug Task Force			

XXX

	REVENUE		
010-000-347	Refund	\$	0
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$	0
	Cash Balance at Beginning of Year	\$	25,937
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	25,937
	Amount Necessary to be Raised by Tax Levy	\$	0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	25,937
	EXPENDITURES		
010-159-400	Personnel Services	\$	0
	TOTAL DRUG TASK FORCE EXPENDITURES	\$	0
	Balance at End of Year	\$	25,937
	TOTAL EXPENDITURES AND YEAR END BALANCE	\$	25,937
015-XXX-XXX	MISCELLANEOUS OPERATIONS -BRYAN FIELD AIRPORT		
	REVENUE		
015-000-000	Grants from Local Governments	\$	70,951
	Rents and Fees		51,708
	Interest		0
	Grant		596,630
	TOTAL ALL SOURCES OTHER THAN TAXATION	\$	719,289
	Cash Balance at Beginning of Year	\$	0
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	719,289
	Amount necessary to be Raised by		

	Tax Levy		0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	719,289
	EXPENDITURES		
015-550-			
400	Personnel Services	\$	42,659
500	Supplies		8,150
600	Other Services & Charges		33,950
700	Capital Outlay		37,900
	TOTAL BRYAN FIELD AIRPORT	\$	122,659
	Restricted Airport Fund:		
015-555-			
700	Capital Outlay		596,630
	TOTAL RESTRICTED AIRPORT	\$	596,630
	Balance at End of Year		0
	TOTAL EXPENDITURES AND YEAR END BALANCE	\$	719,289
022-XXX-			
XXX	SPECIAL REVENUE FUND: Sanitation & Enviromental Services		
	REVENUE		
022-000-			
000	Misc.(collection fees)	\$	2,527,600
250	Grants		25,000
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$	2,552,600
	Cash Balance at Beginning of Year	\$	363,800
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	2,916,400
	Amount Necessary to be Raised by Tax Levy	\$	0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	2,916,400
	EXPENDITURES		
022-222-			
400	Personnel Services	\$	1,040,359
500	Supplies		282,925
600	Other Services & Charges		858,750

700	Capital Outlay		480,000
900	Transfer to Other Funds		120,874
	TOTAL	\$	2,782,908
	Balance at End of Year	\$	133,492
	TOTAL EXPENDITURE AND YEAR END BALANCE	\$	2,916,400

023-XXX-
XXX

**SPECIAL REVENUE FUND: Starkville/
Oktibbeha County Landfill**

REVENUES

023-000-
000

Miscellaneous (Disposal Fees)	\$	86,000
City Funds		120,874
County Funds		65,086

TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$	271,960
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Cash Balance at Beginning of Year	\$	0
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TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	271,960
---	----	---------

Amount Necessary to be Raised by Tax Levy		0
---	--	---

TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	271,960
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EXPENDITURES

023-223-

400	Personnel Services	\$	114,929
500	Supplies		22,000
600	Other Services & Charges		52,000
700	Capital Outlay		20,000
800	Lease Payment		38,031
900	State Fees and Transfer Out		25,000

	TOTAL LANDFILL	\$	271,960
	Balance at End of Year	\$	0
	TOTAL EXPENDITURE AND YEAR END BALANCE	\$	271,960
102-XXX- XXX	SPECIAL REVENUE FUND: CDBG Henderson Street Fund		
	REVENUES		
102-000- 000	CDBG Grants	\$	0
	Interest Income		22
	Other		0
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$	22
	Cash Balance at Beginning of Year	\$	35,935
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	35,957
	Amount Necessary to be Raised by Tax Levy		0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	35,957
	EXPENDITURES		
102-600- 700	Capital Outlay	\$	0
102-600- 900	Transfer	\$	25,000
	TOTAL	\$	25,000
	Balance at End of Year	\$	10,957
	TOTAL EXPENDITURE AND YEAR END BALANCE	\$	35,957

105-XXX-
XXX

1994 2% RESTAURANT TAX

REVENUE

TOTAL ALL SOURCES OTHER THAN TAXATION \$ 0

Cash Balance at Beginning of Year \$ 3,527

TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION \$ 3,527

Amount necessary to be Raised by Tax Levy \$ 0

TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES \$ **3,527**

EXPENDITURES

105-650-
600
700

Professional Services \$ 0

Capital Outlay 0

TOTAL 1994 2% Restaurant Tax \$ 0

Balance at End of Year \$ 3,527

TOTAL EXPENDITURES AND YEAR END BALANCE \$ 3,527

106-XXX-
XXX

LAW ENFORCEMENT GRANT

REVENUE

106-000-
000

Grants \$ 0

City Funds 0

TOTAL ALL SOURCES OTHER THAN TAXATION \$ 0

Cash Balance at Beginning of Year \$ 3,264

TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION \$ 3,264

Amount necessary to be Raised by Tax Levy \$ 0

TOTAL AVAILABLE CASH & ANTICIPATED \$ **3,264**

REVENUE FROM ALL SOURCES

EXPENDITURES

106-118-			
400	Personnel Services	\$	0
500	Supplies		0
600	Other Services & Charges		0
700	Capital Outlay		0
	TOTAL LAW ENFORCEMENT GRANT	\$	0
	Balance at End of Year	\$	3,264
	TOTAL EXPENDITURES AND YEAR END BALANCE	\$	3,264

107-XXX-
XXX

COMPUTER ASSESMENTS

REVENUE

107-000-			
3XX	Fines	\$	48,041
	Transfer from General Fund		10,000
	TOTAL ALL SOURCES OTHER THAN TAXATION	\$	58,041
	Cash Balance at Beginning of Year	\$	0
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	58,041
	Amount necessary to be Raised by Tax Levy	\$	0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	58,041
	EXPENDITURES		
107-110-			
890	Lease Payment	\$	58,041
	TOTAL COMPUTER ASSESMENTS	\$	58,041
	Balance at End of Year	\$	0
	TOTAL EXPENDITURES AND YEAR END BALANCE	\$	58,041

116-XXX-
XXX

**SPECIAL REVENUE FUND: Housing
Rehabilitation Loan Fund**

REVENUES

116-000-
340

Interest \$ 0
Lease 18,000

TOTAL FROM ALL SOURCES OTHER THAN
TAXATION \$ 18,000

Cash Balance at Beginning of Year \$ 103,430

TOTAL CASH & REVENUE FROM SOURCES
OTHER THAN TAXATION \$ 121,430

Amount Necessary to be Raised by
Tax Levy 0

TOTAL AVAILABLE CASH & ANTICIPATED
REVENUE FROM ALL SOURCES \$ **121,430**

EXPENDITURES

116-600-
400
500
600
700

Personnel Services \$ 0
Supplies 0
Other Services & Charges 121,430
Capital Outlay 0

TOTAL \$ 121,430
Balance at End of Year \$ 0

TOTAL EXPENDITURE AND YEAR END
BALANCE \$ **121,430**

202-XXX-
XXX

CITY BOND AND INTEREST

REVENUE

202-000-
000

Starkville Electric \$ 1,413,257
Transfer from City 0
Interest 0

TOTAL ALL SOURCES OTHER THAN
TAXATION \$ 1,413,257

Cash Balance at Beginning of Year \$ 0

	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	1,413,257
	Amount necessary to be Raised by Tax Levy	\$	0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	1,413,257
	EXPENDITURES		
202-450- 800	Bond Payment		1,413,257
	TOTAL CITY BOND AND INTEREST	\$	1,413,257
	Balance at End of Year	\$	0
	TOTAL EXPENDITURES AND YEAR END BALANCE	\$	1,413,257
203-XXX- XXX	SCHOOL BOND AND INTEREST		
	REVENUE		
203-000- 000	Interest	\$	235
	TOTAL ALL SOURCES OTHER THAN TAXATION	\$	235
	Cash Balance at Beginning of Year	\$	470,431
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	470,666
	Amount necessary to be Raised by Tax Levy	\$	0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	470,666
	EXPENDITURES		
203-450- 800	Debt Service	\$	0
	TOTAL SCHOOL BOND AND INTEREST	\$	0
	Balance at End of Year	\$	470,066
	TOTAL EXPENDITURES AND YEAR END BALANCE	\$	470,066

325-XXX- XXX	PARK AND RECREATION BOND SERIES 2007		
	REVENUE		
325-000- 000	Interest	\$	0
	TOTAL ALL SOURCES OTHER THAN TAXATION	\$	0
	Cash Balance at Beginning of Year	\$	180
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	180
	Amount necessary to be Raised by Tax Levy	\$	0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	180
	EXPENDITURES		
325-575- XXX	Debt Service	\$	0
	TOTAL PARK AND RECREATION BOND SERIES 2007	\$	0
	Balance at End of Year	\$	180
	TOTAL EXPENDITURES AND YEAR END BALANCE	\$	180
375-XXX- XXX	PARK AND RECREATION TOURSM		
	REVENUES		
375-000- 259	Transfer from City	\$	565,902
	Interest Income	\$	0
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$	565,902
	Cash Balance at Beginning of Year	\$	520,780
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	1,086,682
	Amount Necessary to be Raised by Tax Levy		0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	1,086,682

EXPENDITURES

375-551-			
8XX	Bond Payments	\$	380,430
9XX	Capital Projects	\$	180,000
	TOTAL	\$	560,430
	Balance at End of Year		526,252
	TOTAL EXPENDITURE AND YEAR END BALANCE	\$	1,086,682

400-XXX-
XXX **ENTERPRISE FUNDS**

Water/Sewer Utility

REVENUES

400-000-			
200	Grants	\$	0
360	Metered Sales		3,000,000
361	Other Sales		1,850,000
363	Sewer Charges		15,000
364	Interest		0
372	Other Income		315,000
390	Drinking Water Loan		0
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$	5,180,000
	Cash Balance at Beginning of Year	\$	3,430,000
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	8,610,000
	Amount Necessary to be Raised by Tax Levy	\$	0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	8,610,000

EXPENDITURES

400-67X-			
400	Personnel Services	\$	1,840,829
500	Supplies		494,250
600	Other Services & Charges		1,921,100
700	Capital Outlay		3,074,000
900	Capital Projects		150,000
	TOTAL	\$	7,480,179
	Debt Retirement	\$	616,055
	Reserve Fund Balance	\$	0
	Balance at End of Year	\$	513,766
	TOTAL EXPENDITURE AND YEAR END BALANCE	\$	8,610,000

401-XXX-
XXX**Electric Utility****REVENUES**

401-000-			
361	Sales & Other Charges	\$	36,000,000
365	Fees		375,000
372	Other Income		527,000
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$	36,902,000
	Cash Balance at Beginning of Year	\$	1,600,000
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	38,502,000
	Amount Necessary to be Raised by Tax Levy	\$	0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	38,502,000

EXPENDITURES

401-650-			
XXX	Personnel Services	\$	2,438,000
XXX	Operating Expenses		628,000
XXX	Maintenance Expense		30,749,000
XXX	Other Expenses		800,000
XXX	Capital Outlay		689,500

TOTAL	\$	35,304,500
Debt Retirement & Bond Escrows		1,424,293
Substations/Unemployment Escrows		0
Balance at End of Year		1,773,207
TOTAL EXPENDITURE AND YEAR END BALANCE	\$	38,502,000

500-XXX-
XXX

**INTERNAL SERVICE FUND: Internal
Vehicle Maintenance Shop**

REVENUES

500-000- 350	Service, Sales, & Other Charges	\$	411,362
380	Transfer from General Fund		50,000
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$	461,362
	Cash Balance at Beginning of Year		0
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	461,362
	Amount Necessary to be Raised by Tax Levy	\$	0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	461,362

EXPENDITURES

500-501- 400	Personnel Services	\$	173,212
500	Supplies		279,950
600	Other Services and Charges		8,200
700	Capital Outlay		0
	TOTAL EXPENDITURES	\$	461,362
	Balance at End of Year	\$	0
	TOTAL EXPENDITURE AND YEAR END		

	BALANCE	\$	461,362
604-XXX- XXX	TRUST & AGENCY FUND: Unemployment Escrow Fund		
	REVENUES		
604-000- 000	Interest Income	\$	0
	Other		0
	TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$	0
	Cash Balance at Beginning of Year	\$	57,820
	TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	57,820
	Amount Necessary to be Raised by Tax Levy		0
	TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	57,820
	EXPENDITURES		
604-604- XXX	Benefit Payments	\$	0
	TOTAL	\$	0
	Balance at End of Year		57,820
	TOTAL EXPENDITURE AND YEAR END BALANCE	\$	57,820
685-XXX- XXX	GAP HEALTH INSURANCE		
	REVENUES		
685-000- 000	Interest Income	\$	500
	Other		0

TOTAL FROM ALL SOURCES OTHER THAN TAXATION	\$	500
Cash Balance at Beginning of Year	\$	204,612
TOTAL CASH & REVENUE FROM SOURCES OTHER THAN TAXATION	\$	205,112
Amount Necessary to be Raised by Tax Levy		0
TOTAL AVAILABLE CASH & ANTICIPATED REVENUE FROM ALL SOURCES	\$	205,112
EXPENDITURES		
685-243-XXX Benefit Payments	\$	0
TOTAL Balance at End of Year	\$	0
		205,112
TOTAL EXPENDITURE AND YEAR END BALANCE	\$	205,112

TEMPLETON FORMAT (FOLLOWING)

MUNICIPAL BUDGET
2010-11 FISCAL YEAR
THE CITY OF STARKVILLE, MISSISSIPPI
(ADOPTED SEPTEMBER 15, 2010)

Budget format as required by Agreed Order of Civil Action number 14,728 in the Circuit Court of Oktibbeha County (1985).

	FUND TITLES	FUND AMTS
I	GENERAL FUND	
	A. Cash on Hand (Cash Balance), 10-1-10	\$ 674,028
	1. General Fund Cash Balance	(674,028)
	B. Revenue Anticipated From Sources Other Than Taxation	\$ 11,313,745
	1. Sales Tax	(5,469,679)
	2. Ad Valorem Tax Equivalent From Utilities and Housing Authority	(516,000)
	3. Privilege Licenses, Vending Machine Tax, and Franchise Fees	(255,250)
	4. Intergovernmental Transfers From	(957,830)

the State of Mississippi, MSU, and Oktibbeha County		
5. Fire Protection Contracts		(207,684)
6. Municipal Court Fines and Collections for the State of Mississippi		(591,560)
7. Code Enforcement Fees		(146,912)
8. Municipal Airport Income		0
9. Sale/Rent of Goods/Services		(45,155)
10. Interest on Investments (General Fund, Fire Fund, & P&R Fund)		(60,000)
11. Miscellaneous Collections		(1,039,030)
12. Federal/State Grants/Admin.		(831,092)
13. Interfund Transfers		(1,175,000)
14. Prior Ad Valorem Tax Payments		(18,553)
 Total - Available Funds		 \$ 11,987,773
 C. Expenditures		 \$ 15,513,985
1. Restricted Fire Fund		0
2. Miscellaneous Operations		(1,180,142)
a. Starkville Public Library	\$ 170,400.	
b. Debt Service	\$1,009,742.	
3. Capital Improvements		(400,000)
4. Economic Development		(10,000)
5. General Government		(4,087,791)
6. Civil Defense		(61,200)
7. Animal Control		(195,152)
8. Police Department		(3,818,812)
9. Zoning and Codes Enforcement		(122,673)
10. Parks and Recreation Department		(844,400)
11. Fire Department		(3,536,476)
12. Street Department		(741,792)
13. Landscape Division of Public Services Dept.		0
 D. Working Cash Balance		 \$ 375,285
 E. Amt Necessary To Be Collected by Ad Valorem Taxes (A+B-C- D)		 \$ 3,901,497
1. Ad Valorem Tax For General Fund		(3,901,497)
2. Ad Valorem Tax For Streets/Drainage		0

A. Beginning Fund Balance	\$	3,430,000
B. Revenue Anticipated	\$	5,180,000
1. Sale of Goods and Services		(4,850,000)
2. Interest on Investments		0
3. Miscellaneous		(330,000)
4. Grant		0
Total - Available Funds	\$	8,610,000
C. Expenditures	\$	8,610,000
1. Operation of Water/Sewer Dept.		(2,200,296)
2. Operation of Wastewater Treatment Plant		(1,559,812)
3. New Construction/Rehabilitation Program		(2,339,867)
4. Drinking Water Treatment		(1,380,204)
5. Debt Retirement/Bond Escrows		(616,055)
6. Fire Protection (Hydrants)		0
7. Rockhill Sewer Extension		0
D. Ending Fund Balance, Including Reserve Fund	\$	513,766

III

ELECTRIC FUND

A. Beginning Fund Balance	\$	1,600,000
B. Revenue Anticipated	\$	36,902,000
1. Sale of Power		(36,000,000)
2. Investment Interest		(38,000)
3. Miscellaneous Rents and Revenues		(864,000)
Total - Available Funds	\$	38,502,000
C. Expenditures	\$	38,502,000
1. Purchase/Rental of Power/Facilities		(28,836,000)
2. Maintenance of System		(1,913,000)
3. General Operating Expense		(628,000)
4. Tax Equivalents and Plant Capital Outlay		(3,127,500)
5. Debt Retirement/Bond Escrows		(1,424,293)
6. Other		(800,000)
D. Ending Fund Balance	\$	1,773,207

IV

SCHOOL BOND AND INTEREST FUND

A. Beginning Fund Balance	\$	470,431
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	B. Revenue Anticipated	\$	0
	1. Interest		235
	Total - Available Funds	\$	470,666
	C. Expenditures	\$	0
	1. Bond Principal Payments		0
	2. Bond Interest Payments		0
	3. Fees to Paying Agent		0
	D. Ending Balance	\$	470,666
V	CITY BOND AND INTEREST FUND		
	A. Beginning Fund Balance	\$	0
	B. Revenue Anticipated	\$	1,413,257
	1. Transfer from General Fund		0
	2. Transfer from MSU/STK.ELECT.		(1,413,257)
	3. Interest		0
	Total - Available Funds	\$	1,413,257
	C. Expenditures	\$	1,413,257
	1. Bond Principal Payments		(1,125,000)
	2. Bond Interest Payments		(280,257)
	3. Fee to Paying Agent		(8,000)
	D. Ending Fund Balance	\$	0
VI	STARKVILLE SANITATION AND ENVIROMENTAL SERVICES		
	A. Beginning Fund Balance	\$	363,800
	B. Revenue Anticipated	\$	2,552,600
	1. Collection Fees		(2,552,600)
	Total - Available Funds	\$	2,916,400
	C. Expenditures	\$	2,782,908
	1. Operations		(2,302,908)
	2. Capital Improvements		(480,000)
	D. Ending Fund Balance	\$	133,492
VII	STARKVILLE/OKTIBBEHA COUNTY LANDFILL FUND		

A. Beginning Fund Balance	\$	0
B. Revenue Anticipated	\$	271,960
1. City Funds		(120,874)
2. Oktibbeha County Funds		(65,086)
3. Gate Collections		(86,000)
Total - Available Funds	\$	271,960
C. Expenditures	\$	271,960
1. Operations		(271,960)
D. Ending Fund Balance	\$	0

VIII INTERNAL VEHICLE MAINTENANCE FUND

A. Beginning Cash Balance	\$	0
B. Revenue Anticipated	\$	461,362
1. Program Income		(411,362)
2. Transfer from General Fund		(50,000)
Total - Available Funds	\$	461,360
C. Program Expenditures	\$	461,362
1. Capital Outlay		0
2. Operations		(461,362)
D. Ending Fund Balance	\$	0

IX HOUSING REHABILITATION LOAN FUND

A. Beginning Cash Balance	\$	103,430
B. Revenue Anticipated	\$	18,000
1. Interest		0
2. Lease		(18,000)
Total - Available Funds	\$	121,430
C. Expenditures	\$	121,430
1. Capital Outlay		0
2. Other Services		(121,430)
D. Ending Fund Balance	\$	0

X	CDBG HENDERSON STREET PROJECT		
	A. Beginning Cash Balance	\$	35,935
	B. Revenue Anticipated	\$	22
	1. Interest Income		(22)
	Total - Available Funds	\$	35,957
	C. Expenditures	\$	25,000
	1. Capital Outlay		0
	2. Transfer Out		(25,000)
	D. Ending Fund Balance	\$	10,957
XI	RESTRICTED POLICE FUND		
	A. Beginning Cash Balance	\$	34,250
	B. Revenue Anticipated	\$	16,368
	1. Municipal Court Fines		(16,368)
	Total - Available Funds	\$	50,618
	C. Program Expenditures	\$	50,618
	1. Supplies, Services, Charges & Capital Improvement		(50,618)
	D. Ending Fund Balance	\$	0
XII	RESTRICTED FIRE FUND		
	A. Beginning Cash Balance	\$	9,070
	B. Revenue Anticipated	\$	119,020
	1. State Grants		(119,000)
	2. Interest on Account		(20)
	Total - Available Funds	\$	128,090
	C. Program Expenditures	\$	104,314
	1. Supplies, Services & Charges		0
	2. Capital Outlay		0
	3. Cap Loan		(104,314)
	4. Land		0

	D. Ending Fund Balance	\$	23,776
XIII	MISCELLANEOUS OPERATIONS: BRYAN FIELD AIRPORT		
	A. Beginning Cash Balance	\$	0
	B. Revenue Anticipated	\$	719,289
	1. Grants from local governments		(70,951)
	2. Rents and Fees		(51,708)
	3. Interest		0
	4. Grants		(596,630)
	Total - Available Funds	\$	719,289
	C. Program Expenditures	\$	719,289
	1. Supplies, Services & Charges		(42,100)
	2. Personnel Services		(42,659)
	2. Capital Outlay (Restricted airport fund)		(596,630)
	3. Capital Outlay		(37,900)
	D. Ending Fund Balance	\$	0
XIV	TRUST & AGENCY FUND: UNEMPLOYMENT ESCROW FUND		
	A. Beginning Cash Balance	\$	57,820
	B. Revenue Anticipated	\$	0
	Total - Available Funds	\$	57,820
	C. Program Expenditures	\$	0
	D. Ending Fund Balance	\$	57,820
XV	MULTI-UNIT DRUG TASK FORCE		
	A. Beginning Cash Balance	\$	25,937
	B. Revenue Anticipated	\$	0
	1. Refund		0
	Total - Available Funds	\$	25,937
	C. Expenditures	\$	0
	1. Operations		0
	D. Ending Fund Balance	\$	25,937

XVI	LAW ENFORCEMENT GRANT		
	A. Beginning Cash Balance	\$	3,264
	B. Revenue Anticipated	\$	0
	Total - Available Funds	\$	3,264
	C. Expenditures	\$	0
	D. Ending Fund Balance	\$	3,264
XVII	PARK AND RECREATION TOURSM		
	A. Beginning Cash Balance	\$	520,780
	B. Revenue Anticipated	\$	565,902
	1. Transfer from City		(565,902)
	2. Interest		0
	Total - Available Funds	\$	1,086,682
	C. Program Expenditures	\$	560,430
	1. Capital Outlay		(180,000)
	2. Bond Payment		(380,430)
	D. Ending Fund Balance	\$	526,252
XVIII	1994 2% RESTAURANT TAX		
	A. Beginning Cash Balance	\$	3,527
	B. Revenue Anticipated	\$	0
	Total - Available Funds	\$	3,527
	C. Program Expenditures	\$	0
	1. Capital Outlay		0
	D. Ending Fund Balance	\$	3,527
XIX	COMPUTER ASSESSMENTS		
	A. Beginning Cash Balance	\$	0
	B. Revenue Anticipated	\$	58,041
	Total - Available Funds	\$	58,041

	C. Program Expenditures	\$	58,041
	1. Lease payments		(58,041)
	D. Ending Fund Balance	\$	0
XX	PARK AND RECREATION BOND SERIES 2007		
	A. Beginning Cash Balance	\$	180
	B. Revenue Anticipated	\$	0
	Total - Available Funds	\$	180
	C. Program Expenditures	\$	0
	D. Ending Fund Balance	\$	180
XXI	GAP HEALTH INSURANCE		
	A. Beginning Cash Balance	\$	204,612
	B. Revenue Anticipated	\$	500
	Total - Available Funds	\$	205,112
	C. Program Expenditures	\$	0
	D. Ending Fund Balance	\$	205,112

**RESOLUTION APPROVING THE AD VALOREM TAX LEVY
FOR THE CITY OF STARKVILLE FY 2011**

Be it adjudged, resolved, and ordered by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, that the following ad valorem tax rates are levied and imposed for the City of Starkville, Mississippi, upon taxable property, including motor vehicles, in said City, as the same is now assessed and listed, or may be hereafter assessed and listed, upon the Assessment Rolls of the City of Starkville, Mississippi as of January 1, 2010, said rate being expressed in mills and a decimal fraction of a mill, and levied and imposed upon each dollar of assessed valuation appearing upon the Assessment Rolls of the City of Starkville, Mississippi, for the following funds or purposes; and, when the same is collected the money shall be credited to the respective funds as provided by law:

There is hereby levied upon each dollar of assessed valuation, including motor vehicles, appearing on the Assessment Roll of the City of Starkville, Mississippi, except as to such value as may be exempt by law, as follows, pursuant to the authority granted in Section 21-33-45 of the Mississippi Code of 1972 as amended:

General Revenue Purposes and General Improvements	20.00 Mils
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TOTAL LEVY FOR THE GENERAL FUND 20.00 Mils

Said vote to adopt the Fiscal Year 2010-2011 Tax Levy and Budget and adjudicate the aforementioned items was put to a roll call vote which resulted as follows:

Alderman Ben Carver	voted: recusal
Alderman Sandra Sistrunk	voted: yea
Alderman Eric Parker	voted: nay
Alderman Richard Corey	voted: yea
Alderman Jeremiah Dumas	voted: yea
Alderman Roy A'. Perkins	voted: nay
Alderman Henry Vaughn, Sr.	voted: nay

Having failed to receive a majority vote (either for or against) of all members present and voting, the Mayor cast a vote of "yea" and duly declared the motion carried and the City of Starkville Budget and Tax Levy for fiscal year 2010-11 adopted.

19.

**A MOTION TO APPROVE THE AMENDMENT TO THE RATE
RESOLUTION FOR SANITATION RATES AS PROVIDED
FOR BY ORDINANCE #2008-01**

There came for consideration the matter of increasing sanitation rates as provided for by City of Starkville Ordinance #2008-01. After discussion and

upon the motion of Alderman Sandra Sistrunk duly seconded by Alderman Jeremiah Dumas to approve amending the Sanitation Rate Resolution as provided for City of Starkville Ordinance #2008-01, 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>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 2010-1

A RESOLUTION ESTABLISHING FEES AND FINES FOR THE COLLECTION OF SOLID WASTE IN THE CITY OF STARKVILLE, MISSISSIPPI

WHEREAS, the City of Starkville's Mayor and Board of Aldermen establish rates for the collection of solid waste throughout the City of Starkville; and

WHEREAS, the Mayor and Board of Aldermen have adopted a solid waste ordinance which references a "Solid Waste Rate Resolution" for amendment and adoption of solid waste charges from time to time; and

WHEREAS, the Mayor and Board of Aldermen believe that there is a need to adopt rates to address the cost of solid waste collection and to better serve the needs of the residents and business owners of the City of Starkville, Mississippi.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, that the following be adopted:

Section 1. Billing and delinquency.

- A. *Billing and due date for payment.* Solid waste collection bills shall be rendered monthly and shall be included with the electric and/or water and sewer bill, but each charge shall be shown as a separate item on the bill. The charges shall be governed by the same due date and delinquent date and shall be payable within 20 calendar days from the billing date. Any payment not received by the City within 20 calendar days from the billing date shall be delinquent.
- B. *Separate payment of charges prohibited.* No customer charged for electricity, water, sewer and solid waste collection shall pay such charges without simultaneously paying all such charges. Late payment or nonpayment of either the electric, water, sewer or solid waste collection fees, whether billed by the City or its authorized agent, shall constitute a delinquency under this ordinance and authorize abatement of all such services by the City after 10-day written notice of the delinquency.
- C. *Delinquency charge and disconnection of utility services.* The City is authorized to impose a delinquency charge of \$15.00 on all solid waste collection accounts delinquent for over 20 calendar days, and is hereby authorized to discontinue service to such delinquent accounts after the required second notice. Where service has been discontinued, service will not resume until the amount of the delinquent account and the sum of \$15.00, representing disconnect and reconnect charges, has been paid to the City. If the account is delinquent two times in a 12-month period, the reconnection fee shall be \$25.00 for each subsequent reconnection thereafter. Total arrearages plus the delinquency charge must be paid by the customer before reconnection or resumption of water, sewer and solid waste and recyclable materials collection services by the City.

D. *Payment of delinquent account by persons vacating property.* When an owner or occupant vacates or sells his property leaving a delinquent utility bill, the City may, at its option, refuse the delinquent customer any and all utility services until the original account is paid in full.

Section 2. Solid waste charges and fees.

- A. There is hereby fixed and levied against the citizens of the City of Starkville, Mississippi, a garbage charge and fee as follows:
1. Upon each family occupying a house, an apartment, or a mobile home as a residence within the City of Starkville, Mississippi, there is imposed a flat monthly charge of \$13.00.
 2. Upon each commercial retail, wholesale establishment and store buildings including laundries, cafes, theaters, hotels, motels, barber shops, beauty shops, offices, and every kind of business establishment, including industrial establishments, there is imposed a minimum monthly charge of \$20.00.
- B. There is hereby fixed and levied against those commercial and industrial establishments served by City-furnished containers a solid waste charge and fee as set forth in the following schedules:

Container Sizes (in Cubic Yards)	Number of Weekly Pickups					
	1	2	3	4	5	6
2	\$40	\$80	\$120	\$160	\$200	\$240
4	\$55	\$110	\$165	\$220	\$275	\$330
6	\$75	\$150	\$225	\$300	\$375	\$450
8	\$95	\$190	\$285	\$380	\$475	\$570

Extra dump charge: \$25.00 for 2 yard containers
 \$30.00 for 4-6 yard containers
 \$35.00 for 8 yard containers

- C. Any refuse container declared to be a nuisance by the Sanitation Department Head shall be collected and replaced at a cost to the lessee of \$300, not to exceed one time per annum.
- D. There is hereby fixed and levied against all commercial and industrial users of the Starkville/Oktibbeha County Sanitary Landfill, private homeowners taking their own solid waste to said Landfill being exempt, a solid waste disposal fee, per delivery, as follows:

Truck Size	User Charge
1. Less than one (1) ton	\$14.00
2. One (1) to ten (10) tons	\$28.00
3. Over ten (10) tons	\$42.00

NOTE: The sanitary landfill disposal fee is based upon the size of the vehicle bringing solid waste to the landfill as opposed to the volume of material brought for disposal.

- E. Future changes or revisions in the rates, rate schedules, or user charges specified above may be effectuated by order or resolution of the Board of Aldermen; it shall not be necessary or required that such changes or revisions be by amendment to the solid waste ordinance.

Section 3. Penalties and enforcement.

- A. Any person, firm, or corporation found guilty of violating any provision of the City's solid waste ordinance shall be guilty of a misdemeanor and shall be subject to a fine not exceeding one-thousand dollars (\$1,000.00), or imprisonment not exceeding ninety (90) days, or both.

- B. Any person engaged in the business of collecting waste or rendering solid waste services that is not authorized by the City shall be guilty of a violation shall be punishable as follows:
 - 1. For the first conviction, by a fine of not less than \$10.00 and not more than \$25.00.
 - 2. For a second conviction within one year, by a fine of not less than \$25.00 and not more than \$50.00.
 - 3. For a third conviction within one year, by a fine of not less than \$50.00 and not more than \$100.00.
 - 4. For a fourth and each subsequent conviction within one year, by a fine of not less than \$100.00 and not more than \$250.00.
 - 5. Damaged refuse containers shall be repaired or replaced by the City with the costs paid by the container lessee, as determined by the Sanitation Department Head.

BE IT FURTHER RESOLVED, that this Resolution shall become effective on _____ 2010, subject to revision by the Mayor and Board of Aldermen
Upon the motion of Alderman _____, duly seconded by
Alderman _____, that the Resolution be adopted, a roll call vote was taken
which resulted as follows:

Alderman Richard Corey	Voted: _____
Alderman Ben Carver	Voted: _____
Alderman Eric Parker	Voted: _____
Alderman Sandra Sistrunk	Voted: _____
Alderman Jeremiah Dumas	Voted: _____
Alderman Roy A'. Perkins	Voted: _____
Alderman Henry Vaughn	Voted: _____

Adopted this the ____ day of _____, A.D., 2010, 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

Markeeta A. Outlaw, Clerk
City of Starkville, Mississippi

(SEAL)

Alderman Ben Carver rejoins the meeting.

20.

**A MOTION TO POSTPONE CONSIDERATION OF THE BULLDOG
BASH SPECIAL EVENT AND THE REQUEST FOR
THE CITY TO DONATE IN-KIND SERVICES**

There came for consideration the matter of the Bulldog Bash Special Event and the request for the City to Donate in-kind services. After discussion, it was determined that not all necessary documents had been received, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Vaughn, Sr. to postponed consideration of this matter, the Board unanimously voted to postpone consideration of this matter.

Public Services Director Doug Devlin gave an update on the time line for the extension of fire hydrants and sewer services into the 1998 annexed areas

21.

**A MOTION TO RECESS UNTIL 5:30 P.M.
TUESDAY, SEPTEMBER 21, 2010**

Upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Henry Vaughn, Sr., the Board unanimously approved the motion to recess until Tuesday, September 21, 2010, at 5:30 p.m. Meeting will be in the Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2010.

MARKEETA OUTLAW, CITY CLERK

PARKER WISEMAN, MAYOR