

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

**The City of Starkville, Mississippi**

**October 19, 2010**

Be it remembered that the Mayor and Board of Alderman met in a recess meeting on October 19, 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 OF THE OFFICIAL AGENDA**

**Alderman Jeremiah Dumas** requested the following changes to the Official Agenda

**Add to Consent: Item IX-A** regarding a resolution authorizing submittal of an application to the Mississippi Development Authority for funds under the Mississippi Development Infrastructure Program; and for related Purposes

**Add to Consent: Item X-A** regarding approval of the closing of Main Street between Washington Street and Jackson Street on October 29, 2010 from 4 - 9 p.m. for the special event "Pumpkinpalooza"

**Add to Consent: Item XI-H-1** regarding authorization to hire Kierra Gardner to fill the vacant position of Radio Operator/Records Clerk for the Police Department

**Add to Consent: Item XI-H-3** regarding authorization to advertise for the vacant position of Collector in the Electric Department

**Remove from the Official Agenda: Item VII-A;** a public appearance by Jennifer Gregory on the "Pumpkinpalooza" special event to be held on Main Street, October 29, 2010 between the hours of 6:00 p.m. and 8:00 p.m.

**Alderman Roy A'. Perkins** requested the following changes to the Official Agenda

**Adding to Consent after Modifying/Changing: Item X-C** to read as follows: Consideration of Approving the Rehire of Mr. Edd Hattaway as a Part-time Employee and as Interim Electric Department General Manager Due to an urgent need

**Alderman Eric Parker** requested the following changes to the Official Agenda

**Remove from the Official Agenda: Item XI-K-2** regarding a request to accept the lowest and best bid for garbage bags for the fiscal year 2011

**Alderman Ben Carver** requested the following changes to the Official Agenda

**Add to Consent: Item XI-K-3** regarding approval to change operating hours for the Sanitation Department from the current hours of 6:00 a.m. until 2:00 p.m. to the regular hours of 7:00 a.m. until 3:00 p.m.

**1.**

**APPROVAL OF THE OFFICIAL AGENDA AS REVISED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to approve the October 19, 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.

**OFFICIAL AGENDA**

**THE MAYOR AND BOARD OF ALDERMEN**

**OF THE**

**CITY OF STARKVILLE, MISSISSIPPI**

RECESS MEETING OF TUESDAY, OCTOBER 19, 2010  
5:30 P.M., COURT ROOM, CITY HALL  
101 EAST LAMPKIN STREET

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

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

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

- A. CONSIDERATION OF THE APPROVAL OF THE CONSENT AGENDA (SEE APPENDIX A)

**IV. APPROVAL OF BOARD OF ALDERMEN MINUTES**

- A. REQUEST CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE REGULAR MEETING OF THE BOARD OF ALDERMEN HELD ON SEPTEMBER 7, 2010.
- B. REQUEST CONSIDERATION OF THE APPROVAL OF THE MINUTES FROM THE RECESS MEETING OF THE BOARD OF ALDERMEN HELD ON SEPTEMBER 15, 2010.

**V. ANNOUNCEMENTS AND COMMENTS**

MAYOR'S COMMENTS:

THE MISSISSIPPI DEPARTMENT OF HISTORY AND ARCHIVES HAS AWARDED THE OKTIBBEHA COUNTY HERITAGE MUSEUM A LETTER OF COMMENDATION AS BEING A MODEL LOCAL MUSEUM

RECOGNITION OF THE MAYOR'S YOUTH COUNCIL

INTRODUCTION OF NEW EMPLOYEES:

**DON GUNN** – SANITATION LABORER  
**DANIEL SMITH** – NEW CONSTRUCTION REHAB OPERATOR

BOARD OF ALDERMEN COMMENTS:

**VI. CITIZEN COMMENTS**

**VII. PUBLIC APPEARANCES**

- A. PUBLIC APPEARANCE BY JENNIFER GREGORY ON THE PUMPKINPALOOZA SPECIAL EVENT TO BE HELD ON MAIN STREET ON OCTOBER 29, 2010.
- B. PUBLIC APPEARANCE BY CHAIRMAN OF THE PARK COMMISSION, DAN MORELAND, PROVIDING THE QUARTERLY REPORT OF THE PARK COMMISSION IN ACCORDANCE WITH MS CODE § 21-37-37.

**VIII. PUBLIC HEARING**

*THERE ARE NO PUBLIC HEARINGS SCHEDULED*

**IX. MAYOR'S BUSINESS**

- A. CONSIDERATION OF A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR FUNDS UNDER THE MISSISSIPPI DEVELOPMENT INFRASTRUCTURE PROGRAM; AND FOR RELATED PURPOSES.

**X. BOARD BUSINESS**

- A. CONSIDERATION OF THE APPROVAL OF THE CLOSING OF MAIN STREET FOR THE SPECIAL EVENT PUMPKINPALOOZA FROM 4:00 PM TO 9:00 PM ON OCTOBER 29, 2010.
  
- B. A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2010 (MIDDLETON MARKETPLACE PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TWO MILLION ONE HUNDRED THOUSAND DOLLARS (\$2,100,000) TO RAISE MONEY FOR THE PURPOSE OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS TO SUPPORT THE PROJECT, INCLUDING BUT NOT LIMITED TO THE INSTALLATION AND/OR RELOCATION OF UTILITIES SUCH AS WATER, SANITARY SEWER, NATURAL GAS LINES, ELECTRICITY, CONSTRUCTION OF DRAINAGE IMPROVEMENTS, CONSTRUCTION OF ROADWAYS WITH CURB AND GUTTER, ASPHALT OVERLAY OF PARKING LOTS, INSTALLATION OF TRAFFIC SIGNALIZATION AND SIGNAGE, LANDSCAPING OF RIGHTS-OF-WAY, IRRIGATION, ACQUISITION OF RIGHTS-OF-WAY, RELATED ENGINEERING FEES, ATTORNEYS' FEES, TIF PLAN PREPARATION FEES, CAPITALIZED INTEREST, AND OTHER RELATED SOFT COSTS; PRESCRIBING THE FORM AND INCIDENTS OF SAID BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM A TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF SAID BONDS; APPROVING AND AUTHORIZING EXECUTION OF A SERIES 2010 BOND PURCHASE AGREEMENT; AND FOR RELATED PURPOSES
  
- \*\*\*\*\*C. *CONSIDERATION OF APPROVING A CONTRACT WITH EDD HATTAWAY AS AN INDEPENDENT CONTRACTOR FOR PROFESSIONAL SERVICES ACTING AS AN INTERIM ELECTRIC DEPARTMENT MANAGER.*
  
- \*\*\*\*\* D. *CONSIDERATION OF APPROVING THE CHANGE IN STREET SIGNS FOR COUNTRY CLUB ESTATES CONTINGENT ON COMPLIANCE WITH THE CITY OF STARKVILLE STREET SIGNAGE POLICY.*

**XI. DEPARTMENT BUSINESS**

**### A. AIRPORT**

- 1. REQUEST ACCEPTANCE OF THE LOWEST BID FOR THE 2011 MDOT MULTI-MODAL GRANT MM-0068-0511 FOR SEAL COAT AND MARK PARALLEL TAXIWAYS AND RAMPS AT GEORGE M. BRYAN FIELD IN THE CORRECTED AMOUNT OF \$107,036.92
  
- B. BUILDING, CODES AND PLANNING DEPARTMENT  
*THERE ARE NO ITEMS FOR THIS AGENDA*
  
- C. OFFICE OF THE CITY CLERK

### 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF OCTOBER 14, 2010.

### 2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING SEPTEMBER 30, 2010, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

### 3. CONSIDERATION OF THE APPROVAL OF THE MUNICIPAL COMPLIANCE QUESTIONNAIRE IN ACCORDANCE WITH THE REQUIREMENTS OF §21-35-31, MISS.CODE ANN. (1972).

### 4. REQUEST APPROVAL OF THE CITY'S 2011 LIST OF "UNMARKED CARS" IN ACCORDANCE WITH §25-1-87 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

5. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR THE FIRE DEPARTMENT AS OF OCTOBER 14, 2010.

### D. COURTS

1. REQUEST AUTHORIZATION TO ENTER ON THE MINUTES THE COMPLETION OF CERTIFIED TRAINING FOR MUNICIPAL COURT CLERK DEBRA WOOD IN ACCORDANCE WITH MS §21-23-12.

### E. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR NEW "SOURCE OF SUPPLY" FOR THE PERIOD STARTING JANUARY 1, 2011 AND ENDING JUNE 30, 2011.

2. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN A NEW ELECTRIC POWER CONTRACT WITH FLEXSTEEL INDUSTRIES.

F. ENGINEERING AND STREETS

1. REQUEST APPROVAL OF THE LOUISVILLE STREET WIDENING CONCEPTUAL DESIGN AND AUTHORIZATION TO PROCEED WITH FINAL DESIGN.

G. FIRE DEPARTMENT

*THERE ARE NO ITEMS FOR THIS AGENDA*

H. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE KIERRA GARDNER TO FILL THE VACANT POSITION OF RADIO OPERATOR / RECORDS CLERK FOR THE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF CAPTAIN IN THE STARKVILLE FIRE DEPARTMENT AND TO FILL THE SUBSEQUENT

PROMOTIONAL VACANCIES THAT WILL BE CREATED IN THE POSITIONS OF LIEUTENANT AND SERGEANT.

3. REQUEST AUTHORIZATION TO ADVERTISE FOR THE VACANT POSITION OF COLLECTOR IN THE ELECTRIC DEPARTMENT.

### I. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH E-COMMERCE SYSTEM ADD-ON FOR REPORT BEAM, FOR VEHICLE ACCIDENT REPORTING.
2. REQUEST AUTHORIZATION TO ALLOW CHIEF DAVID B. LINDLEY TO TRAVEL OUT-OF-STATE TO ATTEND THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE ANNUAL CONFERENCE IN ORLANDO, FLORIDA ON OCTOBER 22 - 27, 2010, WITH ADVANCE TRAVEL REQUESTED.

### J. PUBLIC SERVICES

1. REQUEST APPROVAL OF CHANGE ORDER #2 IN THE CONSTRUCTION CONTRACT WITH STIDHAM CONSTRUCTION FOR THE INSTALLATION OF THE NEW 24" FORCE MAIN IN THE AMOUNT OF \$1,680.00.
2. REQUEST APPROVAL FOR COBB ENVIRONMENTAL AND TECHNICAL SERVICES, THE SUBMITTER OF THE LOWEST QUOTE, TO REPLACE THE ICCPS ANODES AROUND THE UNDERGROUND FUEL TANKS IN THE AMOUNT OF \$5,706.00.
3. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO BRENT ENGINEERING FOR SURVEYING AND DESIGN WORK NEEDED TO PROVIDE SEWER SERVICES TO 23 RESIDENCES ADJACENT TO THE DEERFIELD SUBDIVISION AND 14 RESIDENCES IN THE WEST REED ROAD/BABYLON ROAD AREA.
4. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO DUKE'S ROOT CONTROL, INC., THE SOLE SOURCE OF SUPPLY BIDDER, TO TREAT 10,165 LF OF CITY SEWER MAINS IN THE AMOUNT OF \$18,284.00.

### K. SANITATION & ENVIRONMENTAL SERVICES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR HERBICIDE TREATMENT FOR THE LANDSCAPE DIVISION.

\*\*\*\*\*### 2. *REQUEST ACCEPTANCE OF THE LOWEST AND BEST BID FOR GARBAGE BAGS FOR THE FISCAL YEAR 2011.*

\*\*\*\*\* 3. *REQUEST APPROVAL OF A CHANGE IN OPERATING HOURS FOR THE SANITATION DIVISION FROM THE*

CURRENT HOURS OF 6:00 AM TO 2:00 PM TO REGULAR  
HOURS OF 7:00 AM TO 3:00 PM.

**XII. CLOSED DETERMINATION SESSION**

**XIII. OPEN SESSION**

**XIV. EXECUTIVE SESSION**

- A. PENDING LITIGATION
- B. POTENTIAL LITIGATION
- C. LAND ACQUISITION
- D. PERSONNEL

**XV. OPEN SESSION**

**XVI. ADJOURN UNTIL NOVEMBER 2, 2010 @ 5:30 AT 101 LAMPKIN  
STREET IN THE CITY HALL COURTROOM.**

*The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Mr. Ben Griffith, at (662) 323-2525, ext. 119 at least forty-eight (48) hours in advance for any services requested.*

**APPENDIX A**

**PROPOSED CONSENT AGENDA**

**IX. MAYOR'S BUSINESS – NO ITEMS**

**X. BOARD BUSINESS – NO ITEMS**

**XI. DEPARTMENT BUSINESS**

- A. AIRPORT
  - 1. REQUEST ACCEPTANCE OF THE LOWEST BID FOR THE 2011 MDOT MULTI-MODAL GRANT MM-0068-0511 FOR SEAL COAT AND MARK PARALLEL TAXIWAYS AND RAMPS AT GEORGE M. BRYAN FIELD IN THE CORRECTED AMOUNT OF \$107,036.92.
- B. BUILDING DEPARTMENT – NO ITEMS
- C. OFFICE OF THE CITY CLERK
  - 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF OCTOBER 14, 2010.

2. REPORT OF THE RECEIPTS AND EXPENDITURES FOR PERIOD ENDING AUGUST 31, 2010, IN ACCORDANCE WITH § 21-35-13 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.
3. CONSIDERATION OF THE APPROVAL OF THE MUNICIPAL COMPLIANCE QUESTIONNAIRE IN ACCORDANCE WITH THE REQUIREMENTS OF §21-35-31, MISS.CODE ANN. (1972).
4. REQUEST APPROVAL OF THE CITY'S 2011 LIST OF "UNMARKED CARS" IN ACCORDANCE WITH §25-1-87 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED.

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1. REQUEST AUTHORIZATION TO ADVERTISE FOR NEW "SOURCE OF SUPPLY" FOR THE PERIOD STARTING JANUARY 1, 2011 AND ENDING JUNE 30, 2011.
2. REQUEST AUTHORIZATION FOR THE MAYOR TO SIGN A NEW ELECTRIC POWER CONTRACT WITH FLEXSTEEL INDUSTRIES.

F. ENGINEERING AND STREETS – NO ITEMS

G. FIRE DEPARTMENT - NO ITEMS

H. PERSONNEL – NO ITEMS

I. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH E-COMMERCE SYSTEM ADD-ON FOR REPORT BEAM, FOR VEHICLE ACCIDENT REPORTING.
2. REQUEST AUTHORIZATION TO ALLOW CHIEF DAVID B. LINDLEY TO TRAVEL OUT-OF-STATE TO ATTEND THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE ANNUAL CONFERENCE IN ORLANDO, FLORIDA ON OCTOBER 22 - 27, 2010, WITH ADVANCE TRAVEL REQUESTED.

J. PUBLIC SERVICES

1. REQUEST APPROVAL OF CHANGE ORDER #2 IN THE CONSTRUCTION CONTRACT WITH STIDHAM CONSTRUCTION FOR THE INSTALLATION OF THE NEW 24" FORCE MAIN IN THE AMOUNT OF \$1,680.00.
2. REQUEST APPROVAL FOR COBB ENVIRONMENTAL AND TECHNICAL SERVICES, THE SUBMITTER OF THE LOWEST QUOTE,

TO REPLACE THE ICCPS ANODES AROUND THE UNDERGROUND FUEL TANKS IN THE AMOUNT OF \$5,706.00.

3. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO BRENT ENGINEERING FOR SURVEYING AND DESIGN WORK NEEDED TO PROVIDE SEWER SERVICES TO 23 RESIDENCES ADJACENT TO THE DEERFIELD SUBDIVISION AND 14 RESIDENCES IN THE WEST REED ROAD/BABYLON ROAD AREA.
4. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO DUKE'S ROOT CONTROL, INC., THE SOLE SOURCE OF SUPPLY BIDDER, TO TREAT 10,165 LF OF CITY SEWER MAINS IN THE AMOUNT OF \$18,284.00.

K. SANITATION AND ENVIRONMENTAL SERVICES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR HERBICIDE TREATMENT FOR THE LANDSCAPE DIVISION.
- ~~2. REQUEST ACCEPTANCE OF THE LOWEST AND BEST BID FOR GARBAGE BAGS FOR THE FISCAL YEAR 2011.~~

2.

**APPROVAL OF THE RESOLUTION AUTHORIZING  
SUBMITTAL OF AN APPLICATION TO THE MISSISSIPPI  
DEVELOPMENT AUTHORITY (MDA) FOR FUNDS  
UNDER THE MISSISSIPPI DEVELOPMENT INFRASTRUCTURE  
PROGRAM; AND FOR RELATED PURPOSES**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously adopted by the Board to approve the October 19, 2010 Official Agenda, and to accept items for Consent, whereby the "approval of the Resolution authorizing the submittal of an application to the Mississippi Development Authority (MDA) for funds under the Mississippi Development Infrastructure Program; and for related purposes" is enumerated, this consent item is thereby unanimously approved.

**RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE  
MISSISSIPPI DEVELOPMENT AUTHORITY FOR FUNDS UNDER THE  
MISSISSIPPI DEVELOPMENT INFRASTRUCTURE PROGRAM; AND  
FOR RELATED PURPOSES**

WHEREAS, the City of Starkville (the "City"), Mississippi State University, and the CottonMill Development Group, LLC are working hand-in-hand to transform the historic E.E. Cooley Building and surrounding properties to a high quality mixed-use development featuring a conference center, hotel, restaurants, retail shopping, and office space; and

WHEREAS, the CottonMill Marketplace project is a project to enhance tourism and provide major economic benefit to the City, Oktibbeha County (the "County"), Mississippi State University, and the State of Mississippi; and

WHEREAS, water system improvements are needed to provide the CottonMill Marketplace project adequate water service for commercial use and fire protection purposes; and

WHEREAS, the Mississippi Development Authority's Development Infrastructure Program (DIP) has funding available to assist the City with the cost of infrastructure in connection with economic development projects; and

WHEREAS, the City intends to apply for the said DIP Program funds in connection with the CottonMill Marketplace Project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City that:

SECTION ONE: Mayor Parker Wiseman, be and is hereby authorized to submit proper application to the Mississippi Development Authority for \$200,000 for DIP Program funds to make water system improvements in connection with the CottonMill Marketplace Project.

SECTION TWO: Mayor Parker Wiseman, be and is hereby authorized to execute any and all documents necessary and pertinent to the application and administration of the said DIP funds.

SECTION THREE: Mayor Parker Wiseman, be and is hereby authorized to execute a grant agreement if and when the said application for DIP funds is approved.

RESOLVED, this the \_\_\_\_ day of October 2010.

UPON MOTION of Alderman \_\_\_\_\_ duly seconded by Alderman \_\_\_\_\_

the aforesaid Resolution was put to a roll call vote with the Aldermen voting as follows:

- |                 |        |
|-----------------|--------|
| Ben Carver      | Voted: |
| Sandra Sistrunk | Voted: |
| Eric Parker     | Voted: |
| Richard Corey   | Voted: |

Jeremiah Dumas                      Voted:

Roy A.' Perkins                      Voted:

Henry Vaughn                      Voted:

\_\_\_\_\_  
PARKER Y. WISEMAN, MAYOR

\_\_\_\_\_  
MARKEETA OUTLAW,  
CITY CLERK

SIGNED AND SEALED THIS \_\_\_\_ DAY OF OCTOBER, 2010.

3.

**APPROVAL TO CLOSE THE PORTION OF MAIN STREET  
BETWEEN WASHINGTON STREET AND JACKSON STREET  
FROM 4:00 P.M. UNTIL 9:00 P.M. OCTOBER 29, 2010  
FOR THE SPECIAL EVENT "PUMPKINPALOOZA"**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously adopted by the Board to approve the October 19, 2010 Official Agenda, and to accept items for Consent, whereby the "approval to close the portion of Main Street between Washington Street and Jackson Street from 4:00 p.m. to 9:00 p.m. on October 29, 2010, for the special event PUMPKINPALOOZA" is enumerated, this consent item is thereby unanimously approved.

4.

**APPROVAL TO ACCEPT THE LOWEST BID SUBMITTED  
BY SOUTHERN PAVING AND CONSTRUCTION, INC. IN THE  
CORRECTED AMOUNT OF \$107,036.92 FOR THE 2011 MISSISSIPPI  
DEPARTMENT OF TRANSPORTATION (MDOT) MULTI-MODAL GRANT  
#MM-0068-0511 PROJECT OF SEAL COATING, CRACK SEALING,  
MARKING AND RELATED IMPROVEMENTS TO THE  
GEORGE M. BRYAN FIELD AIRPORT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously adopted by the Board to approve the October 19, 2010 Official Agenda, and to accept items for Consent, whereby the "approval to accept the lowest bid submitted by Southern Paving and Construction, Inc. in the corrected amount of \$107,036.92 for the 2011 Mississippi Department of Transportation (MDOT) Multi-Modal Grant #MM-0068-0511 Project of Seal Coating, Crack Sealing, Marking, and Related Improvements to the George M. Bryan Field Airport" is enumerated, this consent item is thereby unanimously approved.

<b>NAME</b>	<b>BID AMOUNT</b>	<b>APPARENT BEST BID</b>
Sunbelt Sealing, Inc	\$141,959.00	
Southern Paving & Constr.	\$104,112.00/ \$107,036.92 <b>corrected bid</b>	

5.

**APPROVAL OF CLAIMS DOCKET #10-19-10-B  
FOR THE CITY OF STARKVILLE EXCLUDING  
FIRE DEPARTMENT CLAIMS THROUGH OCTOBER 14, 2010  
IN THE AMOUNT OF \$1,473,400.64 IN ACCORDANCE WITH  
SECTION 17-3-1 OF THE MISSISSIPPI CODE OF 1972, ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously adopted by the Board to approve the October 19, 2010

Official Agenda, and to accept items for Consent, whereby the "Claims Docket #10-19-10-B which contains claims from all departments through October 14, 2010, except the Fire department, with said claims totaling \$1,473,400.64" is enumerated, this consent item is thereby unanimously approved.

**CLAIMS DOCKET  
# 10-19-10-B  
OCTOBER 14, 2010**

General Fund	001	\$397,564.00
Restricted Police Fund	002	784.95
Restricted Fire Fund	003	840.00
Airport Fund	015	1,542.81
Sanitation	022	22,153.83
Landfill	023	181,045.71
Computer Assessments	107	4,836.67
City Bond and Interest	202	356,043.13
2009 Road Maint. Bond	304	163,229.66
Fire Station No. 5	306	5,450.00
American Recovery & Reinvestment Act	309	0
P & R Bond Series 2007	325	0
Park & Rec Tourism 2%	375	0
Water/Sewer	400	270,346.35
Vehicle Maintenance	500	17,300.56
Hotel/Motel	610	19,550.31
2% (VCC, EDA, MSU)	630	32,712.66
Electric		
<b>TOTAL CLAIMS</b>		<b>\$1,473,400.64</b>

6.

**APPROVAL TO ACCEPT THE SEPTEMBER 2010 FINANCIALS  
FOR THE CITY OF STARKVILLE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Acceptance of the September, 2010 Financials for the City of Starkville as presented," is enumerated, this consent item is thereby unanimously approved.

7.

**APPROVAL TO ACCEPT THE MUNICIPAL COMPLIANCE  
QUESTIONNAIRE AS PRESENTED, AND AUTHORIZE EXECUTION  
AND SUBMITTAL OF THE COMPLETED DOCUMENT TO THE  
MISSISSIPPI OFFICE OF THE STATE AUDITOR AS PRESCRIBED IN  
SECTION IV-B5 THROUGH IV -B11 OF THE MISSISSIPPI  
MUNICIPAL AUDIT AND ACCOUNTING GUIDE**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Acceptance of the Municipal Compliance Questionnaire as presented, and authorization to execute and submit the completed document to the Mississippi Office of the State Auditor as prescribed in Section IV-B5 through IV-B11 of the Mississippi Municipal Audit and Accounting Guide," is enumerated, this consent item is thereby unanimously approved.

**Municipal Compliance Questionnaire**

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

**Information**

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

1. Name and address of municipality:

\_\_\_\_\_

\_\_\_\_\_

2. List the date and population of the latest official U.S. Census or most recent official census:

\_\_\_\_\_

\_\_\_\_\_

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

\_\_\_\_\_

4. Period of time covered by this questionnaire:

From: \_\_\_\_\_ To: \_\_\_\_\_

5. Expiration date of current elected officials' term: \_\_\_\_\_

## APPENDIX A

### 3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer and attorney.)

<b>NAME</b>	<b>ADDRESS</b>	<b>TELEPHONE NO.</b>	<b>TITLE</b>
PARKER WISEMAN	401 CHESTNUT DR. STARKVILLE, MS 39759	662-425-0044	MAYOR
BEN CARVER	108 MANGROVE PALM STARKVILLE, MS 39759	662-769-0792	ALDERMAN 1
SANDRA SISTRUNK	522 CHESTNUT STARKVILLE, MS 39759	662-615-4427	ALDERMAN 2
ERIC PARKER	112 OAKMONT STARKVILLE, MS 39759	662-323-9912	ALDERMAN 3
RICHARD COREY	12 – F LUMMUS DR. STARKVILLE, MS 39759	662-694-0690	ALDERMAN 4
JEREMIAH DUMAS	407 WHITE DR. STARKVILLE, MS 39759	662-323-1296	ALDERMAN 5
ROY A.' PERKINS	P.O. BOX 678 STARKVILLE, MS 39759	662-323-5156	ALDERMAN 6
HENRY N. VAUGHN, SR.	105 HENDERSON ST. STARKVILLE, MS 39759	662-323-2004	ALDERMAN 7
DONNA LYNN SPRUILL	1016 – F LOUISVILLE ST. STARKVILLE, MS 39759	662-648-9706	CAO
CHRIS LATIMER	P.O. BOX 1366 COLUMBUS, MS 39703-1366	662-245-5132	ATTORNEY

**MUNICIPAL COMPLIANCE QUESTIONNAIRE**  
**Year Ended September 30, 20\_\_**

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

**PART I - General**

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) \_\_\_\_\_
  
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) \_\_\_\_\_
  
3. Are municipal records open to the public? (Section 25-61-5) \_\_\_\_\_
  
4. Are meetings of the board open to the public? (Section 25-41-5) \_\_\_\_\_
  
5. Are notices of special or recess meetings posted? (Section 25-41-13) \_\_\_\_\_
  
6. Are all required personnel covered by appropriate surety bonds?
  - Board or council members (Sec. 21-17-5) \_\_\_\_\_
  - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) \_\_\_\_\_
  - Municipal clerk (Section 21-15-38) \_\_\_\_\_
  - Deputy clerk (Section 21-15-23) \_\_\_\_\_
  - Chief of police (Section 21-21-1) \_\_\_\_\_
  - Deputy police (Section 45-5-9) (if hired under this law) \_\_\_\_\_
  
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) \_\_\_\_\_
  
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) \_\_\_\_\_
  
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) \_\_\_\_\_
  
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) \_\_\_\_\_

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)

\_\_\_\_\_

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19)

\_\_\_\_\_

**PART II - Cash and Related Records**

1. Where required, is a claims docket maintained? (Section 21-39-7)

\_\_\_\_\_

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)

\_\_\_\_\_

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)

\_\_\_\_\_

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)

\_\_\_\_\_

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)

\_\_\_\_\_

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)

\_\_\_\_\_

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)

\_\_\_\_\_

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)

\_\_\_\_\_

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)

\_\_\_\_\_

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

\_\_\_\_\_

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) \_\_\_\_\_
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) \_\_\_\_\_
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) \_\_\_\_\_
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) \_\_\_\_\_
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) \_\_\_\_\_
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] \_\_\_\_\_
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) \_\_\_\_\_
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? \_\_\_\_\_
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) \_\_\_\_\_

**PART III - Purchasing and Receiving**

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] \_\_\_\_\_
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] \_\_\_\_\_
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] \_\_\_\_\_
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) \_\_\_\_\_

**PART IV - Bonds and Other Debt**

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) \_\_\_\_\_
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) \_\_\_\_\_
- 3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) \_\_\_\_\_
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) \_\_\_\_\_
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) \_\_\_\_\_

**PART V - Taxes and Other Receipts**

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) \_\_\_\_\_
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) \_\_\_\_\_
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) \_\_\_\_\_
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) \_\_\_\_\_
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) \_\_\_\_\_
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) \_\_\_\_\_
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) \_\_\_\_\_
- 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) \_\_\_\_\_

- 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) \_\_\_\_\_
  
- 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) \_\_\_\_\_
  
- 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) \_\_\_\_\_
  
- 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) \_\_\_\_\_

**(MUNICIPAL NAME)**

**Certification to Municipal Compliance Questionnaire**

**Year Ended September 30, 20\_\_**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of \_\_\_\_\_, and, to the best of our knowledge and belief, all responses are accurate.

\_\_\_\_\_  
(City Clerk's Signature)

\_\_\_\_\_  
(Mayor's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Minute Book References:

Book Number \_\_\_\_\_

Page \_\_\_\_\_

*(Clerk is to enter minute book references when questionnaire is accepted by board.)*

8.

**APPROVAL OF THE CITY'S 2011 LIST OF "UNMARKED CARS"  
IN ACCORDANCE WITH SECTION 25-1-87 OF THE  
MISSISSIPPI CODE OF 1972 ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval of the City's 2011 list of 'unmarked cars' in accordance with section 25-1-87 of the Mississippi Code of 1972 annotated," is enumerated, this consent item is thereby unanimously approved.

UNMARKED CARS

<b>MAKE</b>	<b>MODEL</b>	<b>YEAR</b>	<b>VIN</b>
Ford	Explorer	2001	1FMZU75E32ZA68473
Ford	Explorer	2002	1FMZU63K83UB27812
Ford	Crown Victoria	2010	2FABP7BV0AX117334
Ford	Crown Victoria	2007	2FAFP71W84X169598
Ford	Crown Victoria	2010	2FABP7BV8AX117324
Ford	Crown Victoria	2004	2FAFP71WX4X169599
Ford	Crown Victoria	2004	2FAFP71W54X169607
Ford	Crown Victoria	2003	2FAHP71W43X189015
Ford	Crown Victoria	2007	2FAFP71W67X151895
Ford	Crown Victoria	2004	2FAFP71W54X169610
Ford	Expedition XLT	2007	1FMFK15547LA69549
Dodge	Durango	2002	1B4HR38N82F164006

9.

**APPROVAL TO ACCEPT AND ACKNOWLEDGE  
CERTIFICATION OF 12 HOURS OF MANDATORY  
COURT TRAINING FOR MUNICIPAL COURT CLERK  
DEBRA WOOD AND TO SPREAD UPON THE  
MINUTES AS PRESCRIBED IN SECTION 21-23-21  
OF THE MISSISSIPPI CODE OF 1972 ANNOTATED**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to accept and acknowledge the certified 12 hours of mandatory court training for Municipal Court Clerk Debra Wood and to spread upon the minutes as prescribed in Section 21-23-21 of the Mississippi Code of 1972 annotated," is enumerated, this consent item is thereby unanimously approved.

10.

**APPROVAL TO ADVERTISE FOR  
SOURCE OF SUPPLY BIDS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to advertise for the City of Starkville 2011 annual and semi-annual "Source of Supply",” is enumerated, this consent item is thereby unanimously approved.

11.

**APPROVAL TO AUTHORIZE ACCEPTANCE AND EXECUTION  
OF THE ELECTRIC POWER CONTRACT BETWEEN THE CITY OF  
STARKVILLE ELECTRIC DEPARTMENT AND  
FLEXSTEEL INDUSTRIES**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval authorizing acceptance and execution of the Electric Power Contract between the City of Starkville and Flexsteel," is enumerated, this consent item is thereby unanimously approved.

## POWER SUPPLY CONTRACT

Date: \_\_\_\_\_

Contract No. 092810-1

THIS CONTRACT, made and entered into by and between **FLEXSTEEL INDUSTRIES, INC.** (Company), a corporation created, organized and existing under and by virtue of the laws of the State of Minnesota; and **CITY OF STARKVILLE, MISSISSIPPI** (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

### W I T N E S S E T H:

WHEREAS, Company has been purchasing power from Distributor for the operation of Company's plant near Starkville, Mississippi; and

WHEREAS the Customer has requested a new Contract providing for an increased firm contract demand for supply of electric power and energy for operation of the plant; and

WHEREAS, Distributor and Customer wish to agree upon the terms and conditions under which electric power and energy will continue to be made available by Distributor to Customer;

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

### **ARTICLE 1** **SCOPE**

Distributor will supply electric power and energy to Company, and Company will purchase, receive and pay Distributor for such electric power and energy in accordance with this Contract.

### **ARTICLE 2** **RULES AND REGULATIONS**

The electric power and energy made available to the Company by the Distributor under this Contract shall be delivered, taken, and paid for in accordance with the terms of this Contract and the Distributor's Schedule of Rules and Regulations (as amended, supplemented, or replaced), attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of the Rules and Regulations and the other provisions of this Contract, the latter shall control.

**ARTICLE 3**  
**EFFECTIVE DATE, TERM AND TERMINATION**

**3.1 - Effective Date**

This Contract shall become effective as of 0000 hours Central Prevailing Time on December 1, 2010.

**3.2 - Term and Termination of Contract**

Contract shall continue in effect for an initial term of five years and may be terminated by either party following two (2) years written notice to the other party. Such two (2) year notice to terminate can be given at any time following year three (3) of the initial term.

Further, it is also expressly recognized that this Contract may be terminated by Distributor, or power supply from Distributor under this Contract may be suspended, in accordance with the Rules and Regulations of the Distributor.

If Company should give notice of termination hereunder, Distributor shall be under no obligation from the date of receipt of such notice to make or complete any additions to or changes in any transformation or transmission facilities for service to Company unless Company agrees to reimburse Distributor for its non-recoverable costs in connection with the making or completion of such additions or changes.

**ARTICLE 4**  
**AVAILABILITY OF POWER**

Subject to other Provisions of this Contract, including its attachments and the Distributor's Schedule of Rules and Regulations, Distributor shall make firm power available to Company in the amount of the Firm Contract Demand designated below.

Firm Contract Demand: 1,800 kW

**ARTICLE 5**  
**RATES**

Attached hereto and hereby made a part hereof is Distributor's General Power Rate, Schedule GSA-3, which is Distributor's currently effective standard rate schedule applicable to customers contracting for electric service above 1,000 KW and below 5,001 KW demand. The power and energy made available for Customer hereunder shall be purchased and paid for by Company in accordance with the provisions of said rate schedule, as modified or replaced from time to time by agreement between

Distributor and TVA, except that the paragraph headed "Seasonal Service" shall be of no force and effect.

The minimum monthly bill for power and energy hereunder shall be determined in accordance with the paragraph of said rate schedule entitled "Minimum Bill".

In case of conflict between the Applicable Rate Schedule and the body of this Contract or the Rules and Regulations, either the body of this Contract, or the Rules and Regulations, as the case may be, shall control.

## **ARTICLE 6**

### **CONDITIONS OF DELIVERY**

#### **6.1 - Delivery Point**

The point of delivery for power and energy made available under this Contract shall be the point of interconnection between:

- (a) Secondary terminals at each of Distributor's pad mounted transformers, pole mounted transformers and enclosure mounted transformers and Company's respective service entrance conductors.

#### **6.2 - Delivery Voltage and Frequency**

The power made available at the delivery point specified in this contract shall be in the form of three-phase alternating current, 208 volts (for 208Y/120 volt services), 240 volts (for 240/120Δ services) and 480 volts (for 480Y/277 services) nominal, as applicable, and at a frequency of approximately 60 hertz. Except for temporary periods of abnormal operating conditions, voltage variations shall not exceed 7 percent up or down from a normal voltage to be determined from operating experience. Maintenance by Distributor at the Delivery Point of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Contract.

#### **6.3 - Phase Balancing**

Company shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on all three phases. In the event that any check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, Company shall make at its expense, upon request by the Distributor, the changes necessary to correct the unbalanced condition. If an unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, Distributor may elect to meter the load on individual phases and compute the total demand as being equal to three times the maximum kW load on any phase. For all purposes under this contract, the load on any phase shall be the load measured by a wattmeter connected with its current coil in that phase wire and its potential coil connected between that phase wire and the neutral voltage point.

#### **6.4 - Protective Equipment**

Distributor shall not be obligated to provide equipment for the protection of Company's lines, facilities, or equipment, but Distributor may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Company shall, in Distributor's sole judgment, be capable of satisfactory coordination with any protective equipment installed by Distributor. Company shall exercise all reasonable precautions and install all equipment necessary to limit its total demand to the amount to which it is entitled under this contract.

#### **6.5 - Facilities**

Company grants to Distributor for its use and without cost, such rights in, on, over, and across Company's property as may be necessary or desirable in connection with the installation, maintenance, operation, repair, and replacement of any electrical facilities required to serve Company. Notwithstanding anything in this Contract which might be construed to the contrary, any of the electric distribution facilities used in supplying power to Company under this Contract may be used in serving other loads in any manner which Distributor may deem necessary or desirable.

#### **6.6 - Distributed Generation**

Separate Agreement is required by the Distributor prior to the Company's interconnection of electric generation and related equipment (Distributed Generation) which is intended to operate in parallel with the Distributor's system.

Company shall not interconnect Distributed Generation to the Distributor's system without the prior written consent of the Distributor.

Further, it is also expressly recognized if at any time Distributor, in its sole discretion, determines that the Company's Distributed Generation may endanger Distributor's personnel or members of the general public, or may impair the integrity of Distributor's electric system, Distributor shall have the right to disconnect Company's Distributed Generation from Distributor's system. Distributor shall not be obligated to compensate Company for any loss of use of generation of energy during any and all periods of such disconnection.

#### **6.7 - Metering**

6.7.1 Determination of Power and Energy. Distributor shall be responsible for the installation and maintenance of the meters and associated equipment which in Distributor's judgment are needed to determine the amounts of power and energy used by Company.

6.7.2 - Telephone Circuit for Remote Access. It is recognized that remote telephone access to the Distributor's revenue meter is necessary to facilitate billing under this Contract. Company shall install and maintain a telephone line and such telephone equipment necessary for such access to the Distributor's revenue meter. This telephone line and equipment shall be in accordance with the guidelines and

specifications furnished or approved by the Distributor.

6.7.3 - Metering Outputs. Company may desire access to "kyz" pulse metering outputs from the Distributor's metering installation for such purposes as monitoring and load control; Distributor is willing to make such access available to Company. Accordingly, Distributor may, if requested by Company in writing, provide and install at Company's expense such additional facilities as are necessary for Company to access "kyz" pulse metering outputs at the Distributor's metering installation.

6.7.3.1 Noninterference with Metering. In exercising access to metering outputs, Company shall not interfere with any operation, use of, or access to the metering installation by Distributor or TVA. In this regard Company agrees to immediately modify its facilities and operations in any manner as may be requested by Distributor or TVA to avoid any such interference.

6.7.3.2 No Warranty of Outputs. Neither Distributor nor TVA makes any statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Company uses or will use them or (b) as to quantity, kind, character, quality, capacity, design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Company hereby waives, and releases Distributor, the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Company's use of the metering outputs.

## **ARTICLE 7** **ASSIGNMENT OF CONTRACT**

Company shall not assign this Contract without written consent of Distributor.

## **ARTICLE 8** **WAIVERS**

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

**ARTICLE 9**  
**PREVIOUS ARRANGEMENTS**

Any effective Power Supply Contracts are hereby terminated as of the Effective Date of this Contract.

**ARTICLE 10**  
**DUPLICATE ORIGINALS**

Any number of duplicate originals of this Contract may be executed, and all such duplicates shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the day and year first above written.

**FLEXSTEEL INDUSTRIES, INC.**

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

**CITY OF STARKVILLE, MISSISSIPPI**

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

**CONVENIENCE COPY ONLY  
STARKVILLE ELECTRIC DEPARTMENT**

**GENERAL POWER RATE--SCHEDULE GSA  
(Oct. 2010)**

Availability

This rate shall apply to the firm power requirements (where a customer's contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers. This rate shall also apply to customers to whom service is not available under any other resale rate schedule.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

Base Charges

1. If (a) the higher of (i) the customer's currently effective contract demand, if any, or (ii) its highest billing demand during the latest 12-month period is not more than 50 kW and (b) customer's monthly energy takings for any month during such period do not exceed 15,000 kWh:

Customer Charge: \$18.78 per delivery point per month

Energy Charge: 11.010¢ per kWh per month

2. If (a) the higher of (i) the customer's currently effective contract demand or (ii) its highest billing demand during the latest 12-month period is greater than 50 kW but not more than 1,000 kW or (b) the customer's billing demand is less than 50 kW and its energy takings for any month during such period exceed 15,000 kWh:

Customer Charge: \$93.91 per delivery point per month

Demand Charge: First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$14.92 per kW

Energy Charge: First 15,000 kWh per month at 11.010¢ per kWh

Additional kWh per month at 6.239¢ per kWh

3. If the higher of (a) the customer's currently effective contract demand or (b) its highest billing demand during the latest 12-month period is greater than 1,000 kW:

Customer Charge: \$234.77 per delivery point per month

Demand Charge: First 1,000 kW of billing demand per month, at \$14.16 per kW

Excess over 1,000 kW of billing demand per month, at \$14.35 per kW,  
plus an additional

\$14.35 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand plus

Energy Charge: 6.274¢ per kWh per month

#### Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.)

#### Determination of Demand

Distributor shall meter the demands in kW of all customers having loads in excess of 50 kW. The metered demand for any month shall be the highest average during any 30-consecutive-minute period of the month of the load metered in kW. The measured demand for any month shall be the higher of the highest average during any 30-consecutive-minute period of the month of (a) the load metered in kW or (b) 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA, and such measured demand shall be used as the billing demand, except that the billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

#### Minimum Bill

The monthly bill under this rate schedule shall not be less than the sum of (a) the base customer charge, (b) the base demand charge, as adjusted, applied to the customer's billing demand, and (c) the base energy charge, as adjusted, applied to the customer's energy takings; provided, however, that, under 2 of the Base Charges, the monthly bill shall in no event be less than the sum of (a) the base customer charge and (b) 20 percent of the portion of the base demand charge, as adjusted, applicable to the second block (excess over 50 kW) of billing demand, multiplied by the higher of the customer's currently effective contract demand or its highest billing demand established during the preceding 12 months.

Distributor may require minimum bills higher than those stated above.

### Seasonal Service

Customers who contract for service on a seasonal basis shall be limited to 2,500 kW and shall pay the above charges, as adjusted, plus an additional seasonal use charge equal to:

(a) If the customer's billing demand and its contract demand, if any, are each 50 kW or less:

¢ per kWh for the first 15,000 kWh of the customer's energy takings for the month.

(b) If the customer's billing demand or its contract demand exceeds 50 kW:

¢ per kWh per month of the lesser of (1) the amount computed by multiplying 300 hours by the customer's billing demand or (2) the customer's energy takings for the month.

For such customers, the minimum bill provided for above shall not apply. Distributor may require additional charges to provide recovery of costs for customer-specific distribution facilities.

### Contract Requirement

Distributor may require contracts for service provided under this rate schedule. Customers whose demand requirements exceed 50 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

### Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

### Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

---

Service is subject to Rules and Regulations of Distributor.

## SCHEDULE OF RULES AND REGULATIONS

### CITY OF STARKVILLE ELECTRIC DEPARTMENT STARKVILLE, MISSISSIPPI

1. **Application for Service:** Each prospective Customer desiring electric service shall be required to sign the Distributor's standard form of application for service or contract before service is supplied by the Distributor. The Schedule of Rules and Regulations shall be made available upon request to the customer and shall be available on the Distributor's website.
2. **Deposit:** A deposit as established by the City of Starkville Department Deposit Policy Appendix A shall be required. (See attached)
3. **Point of Delivery:** The point of delivery is the point, as designated by Distributor, on Customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to Distributor.
4. **Customer's Wiring-Standards:** All wiring of Customer must conform to Distributor's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code and the wiring specifications of applicable ordinances of the City of Starkville.
5. **Inspections:** Distributor shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards; but such inspection or failure to inspect or reject shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon Customer's premises. In order to obtain permanent electric service on new construction the owner must have applied and received from the city a certificate of occupancy based on the approval of a final inspection and approval of the premises by an authorized inspector.
6. **Underground Service Lines:** Customer desiring underground service lines from Distributor's overhead system must bear ~~the~~ excess cost incident thereto. Specifications and terms for such construction will be ~~furnished~~ by Distributor on request.
7. **Customer's Responsibility for Distributor's Property:** All meters, service connections, and other equipment furnished by Distributor shall be, and remain, the property of Distributor. Customer shall provide a space for and exercise proper care to protect the property of Distributor on its premises, and, in the event of loss or damage to

Distributor's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid by Customer.

8. **Right of Access:** Distributor's identified employees shall have access to Customer's premises at all reasonable times for purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Distributor. If Customer fails to provide access for the above stated purposes, Distributor may discontinue service upon notification of such termination through means of regular mail service or posting notice at the door of the business/residence at the Distributor's discretion.
9. **Billing:** Bills will be rendered monthly and shall be paid at the office of Distributor or at other locations designated by Distributor. Failure to receive bill will not release Customer from payment obligation. Bills paid after due date specified on bill may be subject to additional charges. Should the due date of bill fall on a Saturday, Sunday or holiday, the business day next following the due date will be held as a day of grace for delivery of payment.
10. **Discontinuance of Service by Distributor:** Distributor may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of Customer or contract with Customer. Distributor may discontinue service to Customer for the theft of current or the appearance of current theft devices on the premises of Customer. The discontinuance of service by Distributor for any causes as stated in this rule does not release Customer from his obligation to Distributor for the payment of minimum bills as specified in application of Customer or contract with Customer.
11. **Connection, Reconnection, and Disconnection Charges:** Distributor may establish and collect standard charges to cover the reasonable average cost, including administration, of connecting or reconnecting service, or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal office hours, or when special circumstances warrant. Connection, reconnection and disconnection charges will be applied as set forth in Appendix B, Schedule of Fees and Charges. (See attached)
12. **Termination of Contract by Customer:** Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.
13. **Service Charges for Temporary Service:** Customer requiring electric service on a temporary basis may be required by Distributor to pay all cost for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.
14. **Interruption of Service:** Distributor will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate

voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.

15. **Shortage of Electricity:** In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be made available for use by Customer and/or may otherwise restrict the time during which Customer may make use of electricity and the uses which Customer may make of electricity. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Customer fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled **Interruption of Service** of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.
16. **Voltage Fluctuations Caused by Customer:** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Distributor's system. Distributor may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
17. **Additional Load:** The service connection, transformers, meters, and equipment supplied by Distributor for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render Customer liable for any damage to any of Distributor's lines or equipment caused by the additional or changed installation.
18. **Standby and Resale Service:** All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by Distributor, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
19. **Notice of Trouble:** Customer shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accident affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.
20. **Non-Standard Service:** Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.
21. **Meter Tests:** Distributor will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of Customer. If tests made at Customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Customer's bill, and Distributor's standard testing charge will be paid by Customer. In case the test shows meter to be in excess of two percent

(2%) fast or slow, an adjustment shall be made in Customer's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Distributor.

22. **Relocation of Outdoor Lighting Facilities:** Distributor shall, at the request of Customer, relocate or change existing Distributor-owned equipment. Customer shall reimburse Distributor for such changes at actual cost including appropriate overheads.
23. **Billing Adjusted to Standard Periods:** The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service, cotton gins, and other seasonal customers excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.
24. **Home Energy Conservation Surveys:** All customers of Distributor receiving service under the residential rate schedule are eligible for a free energy conservation survey of their home. As part of such survey information covering efficient utilization of electric energy will be made available, including a wide variety of specific recommendations as to the materials and equipment that would provide effective weatherization and thereby yield the greatest energy savings for the customer. Customers will also be furnished a list of private contractors in their area which install various types of energy-saving materials and equipment, and instructional material concerning the self-installation of such materials and equipment.
25. **Home Insulation Program:** Customers of Distributor receiving service under the residential rate schedule and who heat or cool their homes with electricity are eligible to participate in the home insulation program being conducted by Distributor and TVA. If the home energy conservation survey for such customers indicates that the installation of attic insulation is economically feasible, Distributor will, as part of providing electric service to residential customers, arrange to make available funds provided by TVA to bring attic insulation in customers' dwellings up to acceptable standards. Participants will be required to enter into a standard form agreement under which the funds furnished to provide the insulation will be repaid to Distributor in a lump sum payment, or by monthly payments, at no additional charge, extending for a period of up to three years. The monthly repayment amount due for this service will be included as part of the electric bill rendered by Distributor, to which bills the provisions of the section entitled "Billing" of this Schedule of Rules and Regulations are applicable; provided, however, that said monthly amount shall not be subject to additional charges for past-due payment.
26. **Scope:** This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Distributor, and applies to all service received from Distributor, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Distributor's Schedule of Rates and Charges, shall be kept open to inspection at the offices of Distributor.

- 
27. **Revisions:** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes when effective, shall have the same force as the present Rules and Regulations.
  28. **Conflict:** In case of conflict between any provision of any current rate schedule and the Schedule of Rules and Regulations, the most current rate schedule shall apply.

## APPENDIX A

### Starkville Electric Department Deposit Policy

#### 1. Purpose

Starkville Electric Department's deposit policy establishes deposits based upon the credit risk associated with applicants for new or continued service. This policy is adopted in order to protect the assets of Starkville Electric Department and to insure fair and equitable treatment for all current and future customers. It is a document referenced by and referring back to the City of Starkville Electric Department Schedule of Rules and Regulations.

#### 2. Policy

- A. Deposits are required to be paid in full prior to the issuance of a connect order.
- B. Deposits are not transferable from one customer to another.
- C. Upon termination of service, the deposit will be applied against any unpaid account balance and any remaining balance will be transferred to any remaining account of same customer. If the customer does not have another account, the remaining balance will be returned to the customer. The deposits are held in non-interest bearing accounts and no interest will accrue on the deposit applied for connection of service.
- D. A letter of credit is not acceptable in lieu of paying a deposit.
- E. An applicant will not be allowed to pay a maximum deposit in lieu of being screened for a credit rating by the third party service provider.
- F. An existing customer that becomes delinquent shall be deemed to have an unsatisfactory payment record and must pay the next higher deposit level in order to continue service.
- G. An existing customer that requests a deferral of payment is subject to a new screening and deposit adjustment.
- H. All service applicants are required to provide two (2) valid forms of identification.
- I. Starkville Electric Department cannot demand that an applicant provide their social security number as a requirement for service. However, it is our policy that applicants who refuse to provide their social security number shall be charged the maximum deposit.

#### 3. Residential Applicants

- A. This policy is based upon the use of a third party screening service to assess credit risk and require deposits based upon that credit risk. There are three (3) levels of credit risk that are applied to applicants. (No risk, minimal risk and substantial risk)

The Starkville Electric Deposit Policy may be revised, amended, supplemented, or otherwise changed from time to time, without notice.

- B. New-service applicants who pose no credit risk will be charged a deposit of \$150.00.
- C. New-service applicants who pose minimal risk will be charged a deposit of \$200.00.
- D. New-service applicants who pose substantial credit risk will be charged a deposit of \$250.00.
- E. For all continued service or reconnects, all deposits are subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted to reflect the actual billing experience and the payment habits of the customer.

#### **4. Commercial Applicants**

A. New service for commercial deposits shall be an amount equal to the higher of two months estimated usage or two times the highest month's usage of available history and in no case less than five hundred dollars (\$500.00).

B. Deposits may be made by any of the following means:

i. Cash

ii. Check. Delivery of service may be held until the check is accepted by Starkville Electric Department's bank.

iii. Approved surety bond that remains in effect and is renewed prior to any expiration date.

C. For all continued service or reconnects, all deposits are subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted to reflect the actual billing experience and the payment habits of the customer.

## APPENDIX B

### Schedule of Fees and Charges

**\$25.00 Connection Fee:** This fee is assessed to all connect orders to partially offset the cost of installing and connecting electric service. This fee will appear on the first bill rendered.

**\$30.00 Collection Fee:** This fee is assessed when Starkville Electric personnel must visit a customer's residence or business to collect a past due bill.

**\$40.00 Returned Check/Credit Card Fee:** This fee is assessed when a check or draft is returned by the bank on which it was drawn or a credit card is charged back. After two returned checks/drafts, the account will be flagged to accept NO CHECKS and/or DRAFTS for one year from the date of the last returned check or draft.

**\$25.00 Unauthorized Cut Seal Fee:** This fee is assessed if the seal on a customer's meter has been cut, damaged or removed without proper authorization by Starkville Electric Department.

**\$100.00 Meter Tampering Charge:** This fee is assessed when a customer's meter indicates signs of tampering.

**\$55.00 Electric Meter Test Fee:** This fee is assessed when a meter is tested at customers request and is found to be within acceptable tolerances of +/- 2%.

**\$5.00 Meter Re-Read Fee:** This fee is assessed when a customer requested re-read is found to be correct.

**\$30.00 Reconnect Fee:** This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made between the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is not required. These fees must be paid prior to reconnection of service.

**\$100.00 Reconnect Fee (Service Crew):** This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made between the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is required. These fees must be paid prior to reconnection of service.

**\$40.00 After Hours Reconnect Fee:** This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made on a weekend or observed holiday, or outside the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is not required. These fees must be paid prior to reconnection of service.

**\$200.00 After Hours Reconnect Fee (Service Crew):** This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made on a weekend or observed holiday, or outside the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is required. These fees must be paid prior to reconnection of service.

12.

**APPROVAL TO HIRE KIERRA GARDNER TO THE  
POSITION OF RADIO/OPERATOR CLERK FOR THE  
POLICE DEPARTMENT WITH ONE YEAR PROBATION AND  
A SALARY OF \$23,250.37 AT A GRADE 6**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to employ Kierra Gardner as Radio/Operator Clerk in the Police Department at a Grade 6 Step 1, with an annual salary of \$23,250.37 and a one year probationary period," is enumerated, this consent item is thereby unanimously approved.

13.

**APPROVAL TO ADVERTISE TO FILL THE VACANT  
POSITION OF COLLECTOR WITHIN THE  
STARKVILLE ELECTRIC DEPARTMENT**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to advertise to fill the vacant "Collector" position within the Electric Department," is enumerated, this consent item is thereby unanimously approved.

14.

**APPROVAL TO AUTHORIZE ENTERING INTO  
AN AGREEMENT WITH REPORT BEAM FOR THE E-COMMERCE SYSTEM  
TO BE USED FOR ACCIDENT REPORTING**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize entering into an agreement with Report Beam for the E-Commerce System, to be used for accident reporting," is enumerated, this consent item is thereby unanimously approved. This authorization also approves a \$20.00 report charge, which Report Beam E-commerce will collect and remit \$15.00 per report to the Police Department to be placed in the department's machinery and equipment line item.

ReportBeam Ecommerce Setup Form	
Agency Name:	Starkville Police Department
Agency Mailing Address:	101 Larupkin Street, Starkville, Ms 39759
Total Cost of Report:	\$20.00
NOTE: Visual Statement will remain \$5.00 per report. Any fees collected above the \$5.00 will be paid to the Agency on a quarterly basis.	
Administrator Name* (First and Last Name):	Matt Henson
Administrator Phone Number:	662-769-4410 662-323-4131
Administrator Email* (This is your username):	henson36
Administrator Password:	henson
Search Criteria*: <small>(* Does the agency want to require a specific field or fields for each report search)                      Default - Report Number OR Any 2 of the following fields</small>	Report Number Involved Name Incident Date
Watermark Text*: <small>(* Default - A water mark "COPY" will print through the purchased report)</small>	COPY
Legal Agreement Text*: <small>(* Default - None)</small>	
Special Instructions:	
Sales Representative Name:	Aaron Weiss
Signature of Agency:	David B. Lindley
Name and Title of Agency Representative:	DAVID B. LINDLEY, CHIEF OF POLICE
Signature of Visual Statement Representative:	Andrea Seebach
Name and Title of Visual Statement Representative:	Andrea Seebach, CA, BA Controller, VS Visual Statement Inc. 10-12-10

Note: This agreement can be terminated by either party with 30 days notice.

COPY NUMBER: 166 2229-001

15.

**APPROVAL OF A REQUEST FOR OUT-OF-STATE TRAVEL FOR POLICE CHIEF DAVID LINDLEY TO ATTEND THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE ANNUAL CONFERENCE ON**

**OCTOBER 22-27, 2010 IN ORLANDO, FLORIDA**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize out-of-state travel for Police Chief David Lindley for attendance at the International Association of Chiefs of Police Annual Conference on October 22-27, 2010 in Orlando, Florida, with advance per diem of \$232.00," is enumerated, this consent item is thereby unanimously approved. The association pays for other expenses.

**16.**

**APPROVAL AUTHORIZING CHANGE ORDER #2 IN  
THE CONSTRUCTION CONTRACT WITH STIDHAM CONSTRUCTION  
FOR THE INSTALLATION OF THE 24" FORCE MAIN IN  
THE AMOUNT OF \$1,680.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval authorizing Change Order #2 in the construction contract with Stidham Construction for the installation of the 24" force main in the amount of \$1,680.00," is enumerated, this consent item is thereby unanimously approved.

**17.**

**APPROVAL TO ACCEPT THE LOW QUOTE SUBMITTED BY  
COBB ENVIRONMENTAL AND TECHNICAL SERVICES IN THE  
AMOUNT OF \$5,706.00 TO REPLACE THE ICCS ANNODES  
AROUND THE UNDERGROUND FUEL TANKS**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to accept the low quote submitted by Cobb Environmental and Technical Services in the amount of \$5,706.00 to replace the ICCS Annodes around the underground fuel tanks," is enumerated, this consent item is thereby unanimously approved.

NAME	QUOTE AMOUNT	APPARENT BEST QUOTE
<b>Cobb Environmental &amp; Technical Services</b>	<b>\$5,706.00</b>	<b>Apparent Best Quote</b>
B&E Equipment	\$6,315.14	

18.

**APPROVAL AUTHORIZING THE ISSUANCE OF A  
NOTICE TO PROCEED TO BRENT ENGINEERING FOR  
SURVEYING AND DESIGN WORK NEEDED TO PROVIDE  
SEWER SERVICES TO 23 RESIDENCES ADJACENT TO THE  
DEERFIELD SUBDIVISION AND 14 RESIDENCES IN THE WEST  
REED ROAD/BABYLON ROAD AREA.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize the issuance of a "Notice to Proceed" to Brent Engineering for surveying and design work need to provide sewer services to 23 residences adjacent to the Deerfield Subdivision and 14 residences in the west Reed Road/Babylon Road area," is enumerated, this consent item is thereby unanimously approved.

19.

**APPROVAL AUTHORIING THE ISSUANCE OF A  
NOTICE TO PROCEED TO DUKE'S ROOT CONTROL, INC.,  
THE ONLY SOURCE OF SUPPLY BIDDER FOR THIS SERVICE TO  
TREAT 10,165 LF OF CITY SEWER MAINS WITH A COST OF \$18,284**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize the issuance of a "Notice to Proceed" to Duke's Root Control, Inc., the only bidder on the City's "Source of Supply" list for this service, to treat 10,165 linear feet of city sewer mains at a cost of \$18,284.00," is enumerated, this consent item is thereby unanimously approved.

20.

**APPROVAL TO AUTHORIZE ADVERTISING FOR BIDS  
FOR HERBICIDE TREATMENT FOR THE LANDSCAPE DIVISION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize advertising for bids for "herbicide treatment" for the landscape division," is enumerated, this consent item is thereby unanimously approved.

21.

**APPROVAL TO AUTHORIZE CHANGING THE SANITATION  
DEPARTMENT'S OPERATING HOURS FROM  
6:00 A.M. UNTIL 2:00 P.M TO 7:00 A.M. UNTIL 3:00 P.M.  
EFFECTIVE OCTOBER 25, 2010**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board, to approve the October 19, 2010 Official Agenda with no objections to consent items, whereby the "approval to authorize changing the operating hours for the Sanitation Department from 6:00 a.m. until 2:00 p.m. to 7:00 a.m. until 3:00 p.m., effective October 25, 2010," is enumerated, this consent item is thereby unanimously approved.

END OF CONSENT ITEMS

**22.**

**A MOTION TO APPROVE THE SEPTEMBER 7, 2010 MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN**

There came for consideration the matter of the September 7, 2010, Minutes of the Regular Meeting of the Mayor and Board of Aldermen. It was noted that the following corrections were needed:

Motion #2: insert exhibits C-F to the Brickfire Grant Agreement for FY 2011  
Motion #31 and #32 Public Hearing was duplicated. Delete one  
Motion #37 change "\$55.00 per hour for travel" to "\$55.00 per hour for paralegal services."

After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to approve the September 7, 2010 Minutes of the Regular Meeting of the Mayor and Board of Aldermen with corrections as noted above,

**Alderman Ben Carver** offered an amendment to the motion, which was duly seconded by Alderman Richard Corey, stating that instead of inserting exhibits C-F of the Brickfire Grant Agreement FY 2011 into the minutes, insert the statement "Exhibits C-F of the Brickfire Grant Agreement are on file in the City Clerks Office." The Board unanimously voted in favor of the amendment to the motion.

The Mayor called for the vote on the original motion to approve the minutes with corrections noted including the amendment, the Board unanimously voted to approve the motion as amended.

**23.**

**A MOTION TO APPROVE THE SEPTEMBER 15, 2010 MINUTES OF THE RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN**

There came for consideration the matter of the September 15, 2010, Minutes of the Recess Meeting of the Mayor and Board of Aldermen. It was noted that the following correction was needed:

Motion #10; insert the salary

After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., to approve the September 15, 2010 Minutes of the Recess Meeting of the Mayor and Board of Aldermen with the correction as noted above, the Board voted unanimously voted in favor of the motion.

#### COMMENTS FROM MAYOR AND BOARD

**Mayor Parker Wiseman** congratulated the Heritage Museum on receiving recognition as a "Model Local Museum."

**Alderman Sandra Sistrunk** expressed her appreciation on the Museum and referenced their ability to accomplish so much with very little city funding.

Mayor Parker Wiseman recognized the Official Members of the Mayors Youth Council. MYC member present were:

<b>Freshmen</b>	<b>Sophomores</b>	<b>Juniors</b>	<b>Seniors</b>
Kaehla Outlaw	Emily Damm	Krystal Jordan	Caroline Brandon
	Jessie Collier	Andra Williams	Zach Mitchell
	Ethan Cartwright	Rikki Williams	Chasity Swoopes
			LaMarion Lindsey
			T'Keyia Davis
			Chelsie Swoopes
			Larry Avant

**The Mayor** introduced new employees to the City's workforce.

New employee in Sanitation Department - Don Gunn

New employee in Public Services - Daniel Smith

**Alderman Ben Carver** commended Jack Bryan on building a pavilion to obtain his Eagle Scout Award.

#### CITIZEN COMMENTS

Mr. Alvin Turner, ward 7, thanked the Board for addressing concerns of Jefferson Street. He reported how easy it was to walk and drive down Jefferson Street. He informed the Board that Wood and Louisville Streets were dangerous. He suggested the need for a

flashing light on Louisville Street at Wood Street. He further stated that the back of Piggly Wiggly was also dangerous.

#### PUBLIC APPEARANCE

**Park Commission Chairman, Dan Moreland** presented the Quarterly Report of the Starkville Park Commission as required by Mississippi Code § 21-37-37. He informed the Board of the awards received for the Spanish and French classes offered at the Sportsplex. Mr. Moreland also spoke on the "Tony Hawk" skateboard Grant that the Park Commission as made application to obtain. Other plans were a "Splash Pad," "Sand Volleyball Court," and making application for a grant to make upgrades to the J.L. King Center.

#### BOARD BUSINESS

24.

**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2010 (MIDDLETON MARKETPLACE PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TWO MILLION ONE HUNDRED THOUSAND DOLLARS (\$2,100,000) TO RAISE MONEY FOR THE PURPOSE OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS TO SUPPORT THE PROJECT, INCLUDING BUT NOT LIMITED TO THE INSTALLATION AND/OR RELOCATION OF UTILITIES SUCH AS WATER, SANITARY SEWER, NATURAL GAS LINES ELECTRICITY, CONSTRUCTION OF DRAINAGE IMPROVEMENTS, CONSTRUCTION OF ROADWAYS WITH CURB AND GUTTER, ASPHALT OVERLAY OF PARKING LOTS, INSTALLATION OF TRAFFIC SIGNALIZATION AND SIGNAGE, LANDSCAPING OF RIGHTS-OF-WAY, IRRIGATION, ACQUISITION OF RIGHTS-OF-WAY, RELATED ENGINEERING FEES, ATTORNEYS' FEES, TIF PLAN PREPARATION FEES, CAPITALIZED INTEREST, AND OTHER RELATED SOFT COSTS; PRESCRIBING THE FORM AND INCIDENTS OF SAID BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM A TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF SAID BONDS; APPROVING AND AUTHORIZING EXECUTION OF A SERIES 2010 BOND PURCHASE AGREEMENT; AND FOR RELATED PURPOSES**

There came for consideration the matter of a Resolution Authorizing and Directing the Issuance of Tax Increment Financing (TIF) Bonds for the Middleton Market Place Development. After Discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., the Board unanimously voted to approve the Resolution Authorizing and Directing the Issuance of Tax Increment Financing Revenue Bonds, Series 2010 (Middleton Marketplace Project), of the City of Starkville, Mississippi, in the maximum principal amount of Two Million One Hundred Thousand Dollars (\$2,100,000) to raise money for the purpose of constructing various infrastructure improvements to support the project, including but not limited to the installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines electricity, construction of drainage improvements, construction of roadways with curb and gutter, asphalt overlay of parking lots, installation of traffic signalization and signage, landscaping of rights-of-way, irrigation, acquisition of rights-of-way, related engineering fees, attorneys' fees, TIF Plan preparation fees, capitalized interest, and other related soft costs; prescribing the form and incidents of said bonds; providing for the collection, segregation and distribution of the Tax Increment Revenues to be derived from a Tax Increment Financing Plan in an amount sufficient to pay the principal of and interest on said bonds; making provision for maintaining the tax-exempt status of said bonds; approving and authorizing execution of a series 2010 bond purchase agreement; and for related purposes.

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2010 (MIDDLETON MARKETPLACE PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF TWO MILLION ONE HUNDRED THOUSAND DOLLARS (\$2,100,000) TO RAISE MONEY FOR THE PURPOSE OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS TO SUPPORT THE PROJECT, INCLUDING BUT NOT LIMITED TO THE INSTALLATION AND/OR RELOCATION OF UTILITIES SUCH AS WATER, SANITARY SEWER, NATURAL GAS LINES, ELECTRICITY, CONSTRUCTION OF DRAINAGE IMPROVEMENTS, CONSTRUCTION OF ROADWAYS WITH CURB AND GUTTER, ASPHALT OVERLAY OF PARKING LOTS, INSTALLATION OF TRAFFIC SIGNALIZATION AND SIGNAGE, LANDSCAPING OF RIGHTS-OF-WAY, IRRIGATION, ACQUISITION OF RIGHTS-OF-WAY, RELATED ENGINEERING FEES, ATTORNEYS' FEES, TIF PLAN PREPARATION FEES, CAPITALIZED INTEREST, AND OTHER RELATED SOFT COSTS; PRESCRIBING THE FORM AND INCIDENTS OF SAID BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM A TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF SAID BONDS; APPROVING AND AUTHORIZING EXECUTION OF A SERIES 2010 BOND PURCHASE AGREEMENT; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, acting for and on behalf of the City of Starkville, Mississippi, hereby finds, determines, adjudicates and declares as follows:

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

"Accountant" shall mean a certified public accountant or a firm of certified public accountants.

"Act" shall mean Sections 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended.

"Additional Bonds" shall mean Bonds issued on a parity of lien with regard to the pledge of TIF Revenues with the Series 2010 Bonds pursuant to the requirements of this Series 2010 Bond Resolution.

"Additional Bonds Resolution" shall mean any resolution of the Municipality authorizing and directing the issuance of Additional Bonds.

"Ad Valorem TIF Revenues" shall mean, with respect to the City and the County, the additional ad valorem tax revenue received resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District.

"Agreement" shall mean the Tax Increment Financing Interlocal Cooperation Agreement between the Municipality and the County, pursuant to the Act, wherein each party thereto has agreed to pay a portion of the Series 2010 Bonds from its TIF Revenues, as provided in such Agreement.

"Annual Debt Service Requirement" shall mean for any Fiscal Year, the sum of the following with respect to all Bonds Outstanding: (a) all amounts required to pay principal (at maturity or upon mandatory redemption other than mandatory sinking fund redemption payments), (b) the amount of any mandatory sinking fund requirement (including for the Fiscal Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year), and (c) interest due on all Bonds Outstanding.

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

"Bond" or "Bonds" shall mean the Series 2010 Bonds and any Additional Bonds or any of such Bonds.

"Bond Counsel" shall mean Watkins Ludlam Winter & Stennis, P.A., Starkville, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds.

"Bond Fund" shall mean the Tax Increment Bond Fund (Middleton Marketplace Project) provided for in Section 5.02 of this Series 2010 Bond Resolution.

"Bond Payments" shall mean payments of principal of, premium, if any, and interest on the Series 2010 Bonds, and Paying Agent charges pertaining to the Series 2010 Bonds and such charges, deposits or payments for bond insurance and any other payments as are provided for in this Series 2010 Bond Resolution regarding the payment of and security for the Series 2010 Bonds, and specifically including any prepayments of principal on the Series 2010 Bonds.

"Bond Year" shall mean, with respect to the Series 2010 Bonds, the period beginning on the Closing Date and ending with the ensuing last day of September, and each one-year period thereafter during which any of the Series 2010 Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Series 2010 Bonds are retired.

"Business Day" shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

"Capitalized Interest" shall mean that portion of the proceeds of the Series 2010 Bonds deposited in the Bond Fund and used by the Municipality to make all or a portion of the interest payments on the Series 2010 Bonds during the period from the delivery date of the Series 2010 Bonds to the date the Municipality is anticipated to have sufficient TIF Revenues to make the interest payments on the Series 2010 Bonds.

"Captured Assessed Value" shall mean, with respect to real property within the TIF District, including personal property located thereon, the amount by which the "current assessed value" of such property exceeds the "original assessed value" as such terms are defined in Section 21-45-21, Mississippi Code of 1972.

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

"Closing Date" with respect to the Series 2010 Bonds shall mean the date of issuance and delivery of the Series 2010 Bonds to the Purchaser.

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

"Construction Fund" shall mean the Tax Increment Construction Fund, Series 2010, provided for in Section 6.01 of this Series 2010 Bond Resolution.

"County" shall mean Oktibbeha County, Mississippi.

"Developer" shall mean Starkville 12, LLC, Columbus, Mississippi and Lewko Properties, LLC, Starkville, Mississippi, or either of them, or any entity related thereto, or any successor or assigns thereof, the developer of the Project.

"Fiscal Year" shall mean the period commencing on the first day of October of one year and ending with the last day of September of the following year.

"Holder" or "Bondholder" or any similar term, shall mean any person who shall be the Registered Owner of any Outstanding Bonds.

"Maximum Annual Debt Service Requirement" shall mean, at any given time of determination with respect to the Bonds or any series thereof, an amount equal to the maximum Annual Debt Service Requirement coming due thereon for the then current or any future Fiscal Year.

"Mayor" shall mean the Mayor of the Municipality.

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

"Original Assessed Value" shall mean with regard to ad valorem taxes of the Municipality and the County, the assessed value of all real and personal property included in the Tax Increment Financing District at the time the Tax Increment Financing Plan was approved, as certified by the City Clerk to the Board.

"Original Sales Value" shall mean with regard to sales taxes, the amount of the sales tax collected by the State within the boundaries of the Tax Increment Financing District and diverted or rebated to the Municipality in the twelve-month period ending on the last day of the month before the effective date of the approval of the Tax Increment Financing Plan, as certified by the State Tax Commission to the Municipality.

"Outstanding" in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered under this Series 2010 Bond Resolution, or any resolution authorizing and directing the issuance of any Additional Bonds, except:

(a) Bonds deemed paid under Section 9.02 hereof or under any similar provisions in any resolution authorizing and directing the issuance of any Additional Bonds; and

(b) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Sections 3.03(b), 3.04 or 3.05 hereof or under any similar provisions in any Additional Bond Resolution.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions hereof, unless all Bonds Outstanding are so held, Bonds which are held by or on behalf of the Municipality or any person controlling, controlled by or under common control with the Municipality shall be disregarded for the purpose of any such determination.

"Paying Agent" shall mean any bank, trust company or other institution, or the City Clerk, designated, whether herein or hereafter, by the Board, to make payments of the principal of and interest on the Series 2010 Bonds, to serve as registrar and transfer

agent for the registration of owners of the Series 2010 Bonds and for the performance of other duties as may be herein or hereafter specified by the Board.

"Payment Date" shall mean such dates as are set out in the Series 2010 Bond Purchase Agreement for the payment of interest and interest and principal on the Series 2010 Bonds; provided, such dates shall be on May 1 and November 1, commencing and ending as provided in the Series 2010 Bond Purchase Agreement..

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

"Project" shall mean the development known as the Middleton Marketplace Project located at the southwest quadrant of the intersection of Highway 12 and Mississippi Highway 25 in the Municipality.

"Project Infrastructure" shall mean construction of various infrastructure improvements to support the Project, including but not limited to the installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways with curb and gutter, asphalt overlay of parking lots, installation of traffic signalization and signage, landscaping of rights-of-way, irrigation, acquisition of rights-of-way, related engineering fees, attorneys' fees, TIF Plan preparation fees, capitalized interest, and other related soft costs.

"Purchaser" shall mean the purchaser of the Series 2010 Bonds named in the Series 2010 Bond Purchase Agreement.

"Record Date" shall mean, as to interest payments, the 15th day of the calendar month preceding the dates set for payment of interest on the Series 2010 Bonds and, as to payments of principal, the 15th day of the calendar month preceding the maturity date thereof.

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

"Redemption Price" shall mean, with respect to a Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption thereof in accordance with its terms.

"Redevelopment Plan" shall mean the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006, as amended from time to time.

"Registered Owner" shall mean the Person whose name shall appear as the owner of a Bond in the registration records of the Municipality.

"Sales Tax TIF Revenues" shall mean the increase in the amount of the municipal sales tax diversion received by the Municipality from sales taxes collected within the

boundaries of the TIF District, calculated in the manner set forth in Section 21-45-21, Mississippi Code of 1972.

“Sales Tax TIF Fund” shall mean the Sales Tax TIF Fund provided for in Section 5.02.

“Security and Reimbursement Agreement” shall mean the agreement between the Municipality and the Developer.

"Series 2010 Bond Purchase Agreement" shall mean the bond purchase agreement to be entered into between the Municipality and the Purchaser for the purchase and sale of the Series 2010 Bonds.

"Series 2010 Bond Resolution" shall mean this resolution.

"Series 2010 Bonds" shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2010 (Middleton Marketplace Project) authorized and directed to be issued in this Series 2010 Bond Resolution. The Series 2010 Bonds shall be in the maximum principal amount of \$2,100,000, but in the actual amount sold and issued pursuant to the Series 2010 Bond Purchase Agreement, out of the total authorized amount of \$2,100,000.

"State" shall mean the State of Mississippi.

"State Tax Commission" shall mean the State Tax Commission of the State.

"Subsection 148(f)" shall mean Subsection 148(f) of the Code.

"Subsection 148(f) Regulations" shall mean any regulations promulgated from time to time pursuant to Subsection 148(f).

"Tax Increment Financing District" shall mean the tax increment financing district described in the Tax Increment Financing Plan.

"Tax Increment Financing Plan" shall mean Tax Increment Financing Plan, Middleton Marketplace Project, Starkville, Mississippi, June 2008, approved June 17, 2008.

“TIF Fund” shall mean the TIF Fund provided for in Section 5.02 of this resolution.

“TIF Revenues” shall mean the Ad Valorem TIF Revenues of the Municipality and the County and the Sales Tax TIF Revenues.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The Municipality has heretofore on February 21, 2006, adopted a resolution declaring its intention to exercise its tax increment financing powers and authority granted by the Act pursuant to the Redevelopment Plan and calling a public hearing on the Redevelopment Plan for April 4, 2006. Notice of the public hearing on the Redevelopment Plan was published in the *Starkville Daily News* on March 21, 2006, March 28, 2006 and April 3, 2006.

3. On April 4, 2006, a public hearing was held on the Redevelopment Plan.

4. On April 4, 2006, the Municipality adopted a resolution approving the Redevelopment Plan.

5. The Municipality has heretofore on June 3, 2008, adopted a resolution declaring its intention to exercise its tax increment financing power under the Act and the Redevelopment Plan pursuant to the Tax Increment Financing Plan and calling a public hearing on the Tax Increment Financing Plan for June 17, 2008. Notice of the public hearing on the Tax Increment Financing Plan was published in the *Starkville Daily News* on June 5, 2008.

6. On June 17, 2008, the Municipality held a public hearing on the Tax Increment Financing Plan and approved the Tax Increment Financing Plan, and the Board hereby confirms and re-approves the adoption of the Tax Increment Financing Plan. The Tax Increment Financing Plan authorizes the Municipality to issue tax increment financing revenue bonds in the maximum principal amount of \$2,100,000 for the Project Infrastructure.

7. On June 17, 2008, the Municipality adopted a resolution approving and authorizing the execution of the Security and Reimbursement Agreement in conjunction with the Tax Increment Financing Plan. The Security and Reimbursement Agreement dated as of June 17, 2008, has been executed by the Municipality and the Developer.

8. The Board has by resolution adopted June 17, 2008, authorized the Municipality to enter into the Agreement and to divert TIF Revenues of the Municipality to the payment or deposit of Bond Payments, as provided for in the Agreement and in this Series 2010 Bond Resolution.

9. The County has by resolution adopted June 23, 2008, authorized the County to enter into the Agreement and to divert Ad Valorem TIF Revenues of the County to the payment or deposit of Bond Payments as provided for in the Agreement and in this Series 2010 Bond Resolution.

10. The Agreement was executed by the County and the Municipality and forwarded to the Attorney General of the State of Mississippi for approval. The Agreement has been approved by the Attorney General, as evidenced by letter dated June 14, 2010.

11. The City Clerk has determined and certified to the Board that the Original Assessed Value of all real and personal property included in the Tax Increment Financing District is \$443,648. A copy of such certification is attached hereto as **Exhibit A**.

12. The Original Sales Value of the municipal sales tax diversion or rebate revenues derived from sales taxes collected by the State within the boundaries of the Tax Increment Financing District is \$4,642.95.

13. The Municipality is now authorized under the provisions of the Act to issue the Series 2010 Bonds to provide financing for the Project Infrastructure, said Series 2010 Bonds to be payable solely from the TIF Revenues.

14. The maximum principal amount of the Series 2010 Bonds authorized herein is \$2,100,00. The actual amount issued pursuant to this Series 2010 Bond Resolution shall be such amount as is actually sold and delivered pursuant to the Series 2010 Bond Purchaser Agreement.

15. Pursuant to the Act, the Municipality is authorized to sell the Series 2010 Bonds at private sale, such sale to be consummated pursuant to the Series 2010 Bond Purchase Agreement, and it is necessary and appropriate for the Municipality to approve the Series 2010 Bond Purchase Agreement and to authorize the Mayor to execute the Series 2010 Bond Purchase Agreement on behalf of the Municipality provided that: (a) the aggregate principal amount of the Series 2010 Bonds shall not exceed \$2,100,000, (b) the Series 2010 Bond Purchase Agreement shall be executed within twelve (12) months of the adoption of the Series 2010 Bond Resolution, (c) the term of the Series 2010 Bonds shall not extend for more than 15 years from the date thereof, and (d) the overall interest rate for the Series 2010 Bonds shall not exceed eight percent (8%) per annum.

16. On June 17, 2008, the Municipality declared its official intent to issue bonds for the Project Infrastructure and to reimburse expenditures made for the Project Infrastructure prior to the issuance of the Series 2010 Bonds with proceeds of the Series 2010 Bonds to the extent permitted by the Reimbursement Regulations promulgated with regard to tax-exempt municipal bonds pursuant to the Code.

17. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Series 2010 Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Series 2010 Bonds from gross income for purposes of federal income taxation since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

18. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Series 2010 Bonds will be used to carry out the governmental purposes of the Series 2010 Bonds within a three-year period beginning on the date of issuance of the Series 2010 Bonds. No more than 50% of the proceeds of the Series 2010

Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

19. The Series 2010 Bonds are not private activity bonds as such term is defined in Section 141 of the Code and the Board does not reasonably anticipate that the Municipality or any other subordinate entities thereof will issue more than Thirty Million Dollars (\$30,000,000) of tax-exempt obligations (other than private activity bonds) in this calendar year. It is necessary to designate the Series 2010 Bonds as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

20. The Board does now find and determine that it is necessary, advisable and in the public interest that the Series 2010 Bonds be prepared, executed and issued as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

#### **ARTICLE I.**

#### **STATUTORY AUTHORITY; SALE AND AWARD OF SERIES 2010 BONDS**

**SECTION 1.01.** AUTHORITY OF THIS RESOLUTION; REIMBURSEMENT. This Series 2010 Bond Resolution is adopted pursuant to the authority of and in compliance with the provisions of the Act.

**SECTION 1.02.** SALE OF SERIES 2010 BONDS PURSUANT TO SERIES 2010 BOND PURCHASE AGREEMENT. The Series 2010 Bonds shall be sold to the Purchaser pursuant to the Series 2010 Bond Purchase Agreement. The form of the Series 2010 Bond Purchase Agreement attached hereto as **Exhibit B** is hereby approved, and the Mayor is authorized to execute and deliver the Series 2010 Bond Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions and modifications as shall be approved by the Mayor and the City Clerk and the Purchaser, the execution thereof by the Mayor and the City Clerk to be conclusive evidence of such approval by the Municipality, provided that: (a) the aggregate principal amount of the Series 2010 Bonds shall not exceed \$2,100,000, (b) the Series 2010 Bond Purchase Agreement shall be executed within twelve (12) months of the adoption of the Series 2010 Bond Resolution, (c) the term of the Series 2010 Bonds shall not extend for more than 15 years, and (d) the overall interest rate for the Series 2010 Bonds shall not exceed eight percent (8%) per annum.

#### **ARTICLE II.**

#### **ESTABLISHMENT OF FUNDS; APPLICATION OF SERIES 2010 BOND PROCEEDS**

**SECTION 2.01.** ESTABLISHMENT OF FUNDS. There are hereby affirmed or established the following special funds.

(a) Bond Fund. The Tax Increment Bond Fund (Middleton Marketplace Project) (the "Bond Fund") is hereby created and established as a special fund of the Municipality. The Bond Fund shall be used only for the payment of principal of,

premium, if any, and interest on the Bonds, and related payment expenses, so long as any of the Bonds remain Outstanding.

(b) Construction Fund. There is hereby created and established a fund known as the Tax Increment Construction Fund, Series 2010 (the "Construction Fund"). The Construction Fund shall be held as a special trust fund separate and apart from all other funds and accounts of the Municipality. The moneys in the Construction Fund shall be used to pay costs of the Project Infrastructure (including without limitation reimbursements to the Developer for the moneys advanced for the Project Infrastructure) and to pay costs of issuance of the Series 2010 Bonds.

(c) TIF Fund. The Middleton Marketplace TIF Fund provided for in the Agreement is hereby established and confirmed as a special fund of the Municipality and the County pursuant to the Agreement (the "TIF Fund"). The TIF Fund is established for the receipt and distribution of the TIF Revenues, as provided in Section 5.01 hereof.

**SECTION 2.02. APPLICATION OF SERIES 2010 BOND PROCEEDS.** All moneys received from the sale of the Series 2010 Bonds shall, on the date of delivery of the Series 2010 Bonds, be applied as follows:

(a) Bond Fund. A sum equal to the accrued interest and premium, if any, received upon the sale and delivery of the Series 2010 Bonds shall be deposited in the Bond Fund herein established upon receipt thereof.

(b) Construction Fund. The remaining proceeds of the sale of the Series 2010 Bonds shall be deposited in the Construction Fund herein established.

### **ARTICLE III.**

#### **AUTHORIZATION, TERMS AND EXECUTION OF THE SERIES 2010 BONDS**

**SECTION 3.01. AUTHORIZATION AND TERMS OF THE SERIES 2010 BONDS; REDEMPTION PRIOR TO MATURITY.** (a) In order to finance the Project Infrastructure, negotiable Tax Increment Financing Revenue Bonds, Series 2010 (Middleton Marketplace Project), of the Municipality, in the maximum aggregate principal amount of Two Million One Hundred Thousand Dollars (\$2,100,000), are hereby authorized and directed to be issued. The Series 2010 Bonds shall be issued as fully registered bonds; shall be dated such date as is subsequently provided for in the Series 2010 Bond Purchase Agreement; shall be in the actual principal amount specified in the Series 2010 Bond Purchase Agreement; shall be in the denomination of \$5,000 each or any integral multiple of \$5,000 in excess thereof up to the amount of a single maturity; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rates provided for in the Series 2010 Bond Purchase Agreement authorized herein, commencing on a date to be specified in the Series 2010 Bond Purchase Agreement, payable semiannually on such dates in each year as are specified in the Series 2010 Bond Purchase Agreement; and shall mature, subject to prior redemption, if so provided in the Series 2010 Bond Purchase Agreement, on the dates and in the years and principal amounts set out in the Series 2010 Bond Purchase Agreement.

(b) The Series 2010 Bonds shall be issued in such actual amount as is specified in the Series 2010 Bond Purchase Agreement and actually sold and delivered. The remaining authorized, but unissued Bonds shall then be such amount as equals Two Million One Hundred Thousand Dollars (\$2,100,000), less the amount issued pursuant to this Series 2010 Bond Resolution and the Series 2010 Bond Purchase Agreement.

(c) The Series 2010 Bonds may be subject to optional redemption prior to their respective maturities at the election of the Municipality if so provided in the Series 2010 Bond Purchase Agreement, as set forth in the Series 2010 Bond Purchase Agreement, either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

(d) Interest shall cease to accrue on any of the Series 2010 Bonds which are duly called for prior redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(e) Notice of each redemption, if any, shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all Registered Owners of the Series 2010 Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the outstanding Series 2010 Bonds of a maturity are to be redeemed, the particular Series 2010 Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the paying Agent shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Series 2010 Bonds (in integral multiples of \$5,000), and for all purposes of this Series 2010 Bond Resolution, all provisions relating to the redemption of the Series 2010 Bonds shall relate, in the case of any Series 2010 Bond redeemed or to be redeemed only in part, to the portion of the principal of such Series 2010 Bond which has been or is to be redeemed.

(f) If less than all of a Series 2010 Bond is to be redeemed, then in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Series 2010 Bond or Bonds of like designation, interest rate and maturity in any authorized denomination.

(g) Prior to the date fixed for redemption, if any, moneys shall be placed in trust with the Paying Agent to pay the Redemption Price of the Series 2010 Bonds called for redemption and accrued interest thereon to the redemption date, with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the Series 2010 Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by this Series 2010 Bond Resolution and shall not be deemed to be outstanding under the provisions of this Series 2010 Bond Resolution.

**SECTION 3.02.      PAYMENTS OF INTEREST AND PRINCIPAL.**

(a) Payments of principal shall be made upon presentation and surrender of the Series 2010 Bonds then due for payment at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) Payment of each installment of interest on the Series 2010 Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of any such Series 2010 Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Interest on the Series 2010 Bonds shall be paid and, following presentation and surrender of the Series 2010 Bonds as set forth in Section 3.02(a) hereof, principal of the Series 2010 Bonds shall be paid by check or draft delivered to or mailed on the applicable Payment Date to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable Payment Date to be effective as of such date.

**SECTION 3.03.      EXECUTION, VALIDATION AND DELIVERY OF THE SERIES 2010 BONDS.**

(a) The Series 2010 Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Series 2010 Bonds, other than the signature of an authorized officer of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Series 2010 Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) In case any Series 2010 Bond shall become mutilated or be stolen, destroyed or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Series 2010 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2010 Bond, or in lieu of and in substitution for such Series 2010 Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Series 2010 Bond stolen, destroyed or lost, his filing with the Municipality or Paying Agent evidence satisfactory to them that such Series 2010 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may

be required by law or by them to save each of them harmless from all risks, however remote.

(c) The Series 2010 Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Series 2010 Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Paying Agent of any of the Series 2010 Bonds, the Municipality shall file with the Paying Agent:

(1) a copy, certified by the City Clerk, of the transcript of proceedings of the Board in connection with the authorization, issuance, sale and validation of the Series 2010 Bonds; and

(2) an authorization to the Paying Agent, signed by the Mayor, to authenticate and deliver the Series 2010 Bonds to the Purchaser.

(e) The Paying Agent shall authenticate the Series 2010 Bonds and deliver them to the Purchaser upon payment of the purchase price of the Series 2010 Bonds to the Municipality.

(f) The Paying Agent is hereby authorized upon the written approval of the Mayor to have printed from time to time as necessary additional Series 2010 Bond certificates, which certificates may bear the manual or facsimile seal of the Municipality and manual or facsimile signatures of the officials of the Municipality as of the date of the authorization thereof.

(g) The Series 2010 Bonds herein directed to be issued shall be submitted to validation under the provisions of Sections 31-13-1 through 31-13-11, Mississippi Code of 1972, and, to that end, the Clerk is hereby instructed to make up, certify and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the issuance of the Series 2010 Bonds.

(h) When the Series 2010 Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the City Clerk in a book maintained for that purpose, and the City Clerk shall cause to be imprinted upon or accompany each of the Series 2010 Bonds, over his manual or facsimile signature and impressed or facsimile seal, his certificate in substantially the form set out in Section 3.08 hereof.

**SECTION 3.04. INTERCHANGEABILITY OF SERIES 2010 BONDS.** The Series 2010 Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Series 2010 Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Series 2010 Bonds of the same series and maturity, of any denomination or

denominations authorized by this Series 2010 Bond Resolution, and bearing interest at the same rate.

**SECTION 3.05.**     TRANSFER OF SERIES 2010 BONDS. (a) Each Series 2010 Bond shall be transferable only on the books of the Municipality kept by the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Series 2010 Bond, the Municipality shall issue in the name of the transferee a new Series 2010 Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2010 Bond.

(b) The Municipality and the Paying Agent may deem and treat the person in whose name any Series 2010 Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Series 2010 Bond shall be overdue or not, for the purpose of receiving payment of the principal or Redemption Price of and interest on such Series 2010 Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Municipality upon such Series 2010 Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

(c) In all cases in which the privilege of transferring Series 2010 Bonds is exercised, the Paying Agent shall authenticate and deliver Series 2010 Bonds in accordance with the provisions of this Series 2010 Bond Resolution.

**SECTION 3.06.**     REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS. (a) In all cases in which the privilege of exchanging or transferring Series 2010 Bonds is exercised, the Municipality shall execute and the Paying Agent, as Bond Registrar, shall authenticate and deliver Series 2010 Bonds in accordance with provisions of this Series 2010 Bond Resolution without expense to the Bondholders.

(b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Series 2010 Bond during the fifteen (15) days next preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Series 2010 Bonds, the date of the mailing of notice of such redemption.

**SECTION 3.07.**     PROVISIONS CONCERNING THE PAYING AGENT.

(a) The initial Paying Agent for the Series 2010 Bonds, which shall serve as paying agent, registrar and transfer agent, shall be such bank as is designated in the Series 2010 Bond Purchase Agreement. The Paying Agent shall serve as paying agent, registrar and transfer agent for the Series 2010 Bonds.

(b) So long as any of the Series 2010 Bonds shall remain outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Series 2010 Bonds. The Paying Agent is hereby appointed registrar for the Series 2010 Bonds, in which capacity the Paying Agent shall register in such records and

permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The Municipality shall pay or reimburse the Paying Agent (other than the City Clerk, if so designated) for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Board.

(d) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty (60) days' written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Board delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to the Series 2010 Bond Resolution.

(2) Upon receiving notice of the resignation of a Paying Agent, the Municipality shall promptly appoint a successor Paying Agent by resolution of the Board. Any appointment of a successor Paying Agent shall become effective on the effective date of the resignation or removal of the predecessor Paying Agent upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(3) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to this Series 2010 Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent other than the City Clerk appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good

standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the Municipality.

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Board relating to the Series 2010 Bonds.

(8) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Series 2010 Bond Resolution.

(e) Successor as Paying Agent. Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of this Section.

**SECTION 3.08.** FORM OF THE SERIES 2010 BONDS. The Series 2010 Bonds and the registration and authentication certificate thereon shall be in substantially the following form, with such omissions, insertions and variations as may be approved by the Mayor and City Clerk, execution thereof to be conclusive evidence of such approval:

[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF STARKVILLE, MISSISSIPPI

TAX INCREMENT FINANCING REVENUE BOND, SERIES 2010  
(MIDDLETON MARKETPLACE PROJECT)

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

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

Registered Owner:  
\_\_\_\_\_

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

The City of Starkville, Mississippi (the "Municipality"), a political subdivision existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the registered owner identified above, on the maturity date stated above, upon the presentation and surrender of this bond at the principal corporate trust office of \_\_\_\_\_, or its successor, as paying agent (the "Paying Agent") for the Tax Increment Financing Revenue Bonds, Series 2010 (Middleton Marketplace Project), of the Municipality (the "Series 2010 Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Series 2010 Bond shall be made to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Series 2010 Bonds, as of the 15th day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest on such principal amount from the date of this Series 2010 Bond or from the most recent interest payment date to which interest has been paid at the rate of interest set forth above, payable on \_\_\_\_\_ 1, 20\_\_, and semiannually thereafter on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year until said principal sum is paid, to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the 15th day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this Series 2010 Bond shall be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on

which any Series 2010 Bond shall be presented and surrendered for payment as provided herein) to such registered owner at his address as it appears on such registration records. The registered owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable principal or interest payment date.

This Series 2010 Bond is one of a series of bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to raise money for the purpose of constructing various infrastructure improvements to support the project, including but not limited to the installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways with curb and gutter, asphalt overlay of parking lots, installation of traffic signalization and signage, landscaping of rights-of-way, irrigation, acquisition of rights-of-way, related engineering fees, attorneys' fees, TIF plan preparation fees, capitalized interest, and other related soft costs.

This Series 2010 Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including a resolution adopted \_\_\_\_\_, 20\_\_ (the "Series 2010 Bond Resolution"). Capitalized terms used herein and not otherwise defined shall have the meanings given in the Series 2010 Bond Resolution.

The Series 2010 Bonds are limited obligations of the Municipality payable solely from and secured by a pledge of a sufficient amount of the TIF Revenues derived pursuant to the Municipality's Tax Increment Financing Plan and an Agreement between the Municipality and the County, and in the manner provided for in the Series 2010 Bond Resolution. This bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State of Mississippi, and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing power other than as provided in the Series 2010 Bond Resolution.

[Series 2010 Bonds maturing after \_\_\_\_\_ 1, 20\_\_, are subject to redemption prior to their respective maturities at the election of the Municipality on and after \_\_\_\_\_ 1, 20\_\_, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at a redemption price equal to 100% of the principal amount thereof (the "Redemption Price") together with accrued interest to the date fixed for redemption.]

[At least thirty (30) days before the redemption date of any Series 2010 Bonds, the City Clerk shall cause a notice of any such redemption to be filed with the Paying

Agent and to be mailed, postage prepaid, to all Registered Owners of the Series 2010 Bonds to be redeemed at their addresses as they appear on the registration books on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the Redemption Price to be paid, the place or places at which payment shall be made and, if less than all of the Series 2010 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2010 Bonds to be redeemed.]

[Less than all of a Series 2010 Bond may be so redeemed, and in such case, upon the surrender of such Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Series 2010 Bond, a new Series 2010 Bond or Bonds of like series, designation, interest rate and maturity in any authorized denomination.]

The Series 2010 Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$5,000 each, or any integral multiple of \$5,000 in excess thereof up to the amount of a single maturity.

This Series 2010 Bond may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner provided by and subject to the limitations in the Series 2010 Bond Resolution, and upon surrender and cancellation of this Series 2010 Bond. Upon such transfer or exchange, a new Series 2010 Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The Municipality and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Series 2010 Bond Resolution, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding day which is a Business Day, with the same force and effect as if done on the nominal date provided in the Series 2010 Bond Resolution, and no interest shall accrue for the period after such nominal date.

The Municipality in the Series 2010 Bond Resolution has covenanted and agreed that it will perform all duties required by law and by the Series 2010 Bond Resolution and that it will apply the proceeds of the Series 2010 Bonds to the purposes above set forth.

This Series 2010 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2010 Bond Resolution until the

certificate of registration and authentication hereon shall have been signed by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2010 Bonds, in order to make the same legal and binding limited obligations of the Municipality, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

IN WITNESS WHEREOF, the Municipality has caused this Series 2010 Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Clerk, under the impressed or facsimile seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Starkville, Mississippi

\_\_\_\_\_  
Mayor

Countersigned:

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

(SEAL)

There shall be printed on or accompany the Series 2010 Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This bond is one of the Series 2010 Bonds described in the within mentioned Series 2010 Bond Resolution and is one of the Tax Increment Financing Revenue Bonds, Series 2010 (Middleton Marketplace Project) of the City of Starkville, Mississippi.

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

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

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

There shall be printed on or accompany the Series 2010 Bonds a registration and validation certificate and an assignment form in substantially the following forms:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

I, the undersigned City Clerk of the City of Starkville, Mississippi, do hereby certify that the within bond has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Oktibbeha County, Mississippi, rendered on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within note and does hereby irrevocably constitute and appoint \_\_\_\_\_ as registrar and transfer agent to transfer the said note on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

\_\_\_\_\_  
(Bank, Trust Company or Paying Agent)

\_\_\_\_\_  
(Authorized Signatory)  
particular,

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

\_\_\_\_\_  
NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every without any alteration whatever.

signature guarantee program

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

Insert Social Security Number or other  
Tax Identification Number of Assignee

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**ARTICLE IV.  
SECURITY FOR THE BONDS**

**SECTION 4.01.**     SERIES 2010 BONDS SECURED BY PLEDGE OF TIF REVENUES. The payment of the principal of, premium, if any, and interest on the Series 2010 Bonds shall be secured equally and ratably by a pledge of a sufficient amount of the TIF Revenues required to pay such amounts when due. A sufficient amount of the TIF Revenues is hereby irrevocably pledged to pay the principal of, premium, if any, and interest on the Series 2010 Bonds and to make the payments into the Bond Fund and all other payments provided for in this Series 2010 Bond Resolution, as the same become due and payable.

**SECTION 4.02.**     PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS. The amounts held in the TIF Fund and the Bond Fund are also hereby pledged to the payment of the principal of and interest on the Series 2010 Bonds. The moneys in the Construction Fund, to the extent not used for the Project Infrastructure, is pledged to the use described in Section 6.01 hereof.

**SECTION 4.03.**     RIGHTS OF REGISTERED OWNERS. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection and security of the Registered Owners of any and all Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction. Should there be a failure in any year to comply with the requirements of this Article, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

**SECTION 4.04.**     SERIES 2010 BONDS ARE LIMITED OBLIGATIONS. The Series 2010 Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State of Mississippi, but shall be payable solely from a sufficient amount of the TIF Revenues, as herein provided. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Series 2010 Bonds or the making of any other payments provided for in this Series 2010 Bond Resolution other than to the extent provided herein.

**ARTICLE V.  
TIF REVENUES AND APPLICATION THEREOF**

**SECTION 5.01.**     TIF REVENUES. The TIF Revenues sufficient to provide for the deposits hereinafter required by this Article shall be deposited as provided and in accordance with the provisions of the Agreement while the Series 2010 Bonds are Outstanding into the Bond Fund provided for in Section 5.02 hereof. Provided that when and so long as no further deposits are required to be made into the Bond Fund, then no further deposits shall be made into the TIF Fund. The Bond Fund shall constitute a trust fund for the purposes provided in this Series 2010 Bond Resolution, and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in this Series 2010 Bond Resolution.

**SECTION 5.02.**     BOND FUND; DISCONTINUANCE OF PAYMENTS.

(a)     Deposit of TIF Fund Moneys. Moneys received by the Municipality from transfers to the Municipality from the TIF Fund shall be set aside or allocated to and deposited in the Bond Fund.

(b)     Sales Tax TIF Fund. The Municipality shall set aside such amount of its Sales Tax TIF Revenues as are required pursuant to Section 11 of the Agreement into a Sales Tax TIF Fund hereby established. From such amount, it shall deposit into the Bond Fund an amount sufficient to provide for the Bond Payments on each Payment Date. Surplus moneys may be released and used by the Municipality as allowed by Section 11 of the Agreement.

(c)     Tax Increment Bond Fund (Middleton Marketplace Project).

(1) There is hereby established and created the Tax Increment Bond Fund (Middleton Marketplace Project) to provide for the payment of principle of, premium, if any, and interest on the Bonds.

(2) Additional Deposits to Bond Fund. In addition to the deposits into the Bond Fund described above, there shall also be deposited into the Bond Fund:

(A) the accrued interest and premium, if any, received upon delivery of the Series 2010 Bonds as provided in Section 2.02(a) hereof;

(B) any income received from investment of moneys on deposit in the Bond Fund;

(C) any balance remaining in the Construction Fund following completion of the Project Infrastructure which is transferred to the Bond Fund pursuant to Section 6.01 hereof; and

(D) any other funds available to the Municipality which may lawfully be used for payment of the principal of and interest on the Series 2010 Bonds and which the Board, in its discretion, directs to be deposited into the Bond Fund.

(3) Discontinuance of Payments to Bond Fund. No further payments or deposits into the Bond Fund shall be required when the amount of moneys in the Bond Fund are at least equal to the aggregate principal amount of the Bonds, plus the amount of interest then due or to become due on the Bonds, or when the Series 2010 Bonds shall be deemed fully paid within the meaning of Section 9.02 hereof.

**SECTION 5.03.** INVESTMENT OF MONEYS ON DEPOSIT IN THE FUNDS. The moneys at any time on deposit in any Fund provided for by this Series 2010 Bond Resolution, including the Construction Fund herein established, not immediately required for disbursement for the purposes for which such Funds are established, shall be invested in such instruments or investments as are permissible under applicable law of the State, including any applicable regulations of the State Treasurer. The income received on the investment of any such moneys shall be credited to the fund for which such investments are made except as specifically provided in this Article. The income received on any investments in the Construction Fund shall be credited to such Fund until the Project Infrastructure is complete.

## **ARTICLE VI. CONSTRUCTION FUND**

**SECTION 6.01.** TAX INCREMENT CONSTRUCTION FUND. Pursuant to Article II hereof, the proceeds of the Series 2010 Bonds remaining after the deposit to the Bond Fund described in said Section shall be irrevocably deposited by the Municipality into a fund hereby established and designated the Tax Increment Construction Fund, Series 2010 (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely and only to payment of costs of the Project Infrastructure (including without limitation the costs of issuance of the Series 2010 Bonds and reimbursements to the Developer for the moneys advanced for the Project Infrastructure). Any balance remaining in the Construction Fund after completion of the Project Infrastructure shall be transferred to the Bond Fund and applied to the payment of the interest, and then to the payment of principal on the Series 2010 Bonds on the Payment Date or Payment Dates following such transfer.

## **ARTICLE VII. COVENANTS OF THE MUNICIPALITY**

**SECTION 7.01.** ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF TIF REVENUES. Except upon the conditions and in the manner provided in Article IX hereof, the Municipality will not issue any other obligations payable from the TIF Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to or being on a parity with the lien of the Series 2010 Bonds and the interest thereon, upon any of the TIF Revenues.

Other than with regard to Additional Bonds, all obligations subsequently issued by the Municipality secured by TIF Revenues shall contain an express statement that such obligations are junior, inferior and subordinate in all respects to the Bonds as to lien

on and source of and security for payment from the TIF Revenues, and in all other respects.

**SECTION 7.02. COVENANTS REGARDING SERIES 2010 BONDS.** (a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Series 2010 Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Series 2010 Bonds, including amounts treated as proceeds, if any, which will cause the Series 2010 Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Series 2010 Bonds, at the time of such action, investment or use.

(b) (1) The Board has made findings indicating that no rebate relating to the Series 2010 Bonds will be required to be made under the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Series 2010 Bonds, then the Municipality hereby covenants that it shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Series 2010 Bonds shall be treated as an arbitrage bond pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenant, the Municipality hereby further covenants and certifies that: (A) prior to delivery of the Series 2010 Bonds, it shall have received written instructions from Nationally Recognized Bond Counsel with respect to actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Series 2010 Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from Nationally Recognized Bond Counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Series 2010 Bonds or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Series 2010 Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Series 2010 Bonds in a manner or for a price which would cause any of the Series 2010 Bonds to be or become an arbitrage bond within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "fair market value."

(e) The amount of Series 2010 Bond proceeds used with respect to any private business use which is related to a governmental use of such Series 2010 Bond proceeds will not exceed the amount of Series 2010 Bond proceeds which are used for the governmental use to which such private business use relates.

(f) The Municipality will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as the Paying Agent or any Bondholder shall reasonably request in writing.

**SECTION 7.03. OTHER COVENANTS REGARDING TAX EXEMPT STATUS OF SERIES 2010 BONDS.** (a) The amount of proceeds of the Series 2010 Bonds used with respect to any private business use which is related to a governmental use of such proceeds will not exceed the amount of proceeds of the Series 2010 Bonds which are used for the governmental use to which such private business use relates.

(b) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Series 2010 Bonds be (under the terms of the Series 2009 Bonds or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Issuer) in respect of property or borrowed money used or to be used for a private business use.

(c) No party (other than a governmental unit) which shall use all or any part of the property with respect to which all or any part of the proceeds of the Series 2010 Bonds are expended shall make any payments to the Municipality (other than normal and customary taxes due and payable to the Municipality, or other than normal and customary utility user fees due and payable from use as members of the general public) which are in any way related to any property with respect to which the proceeds of the Series 2010 Bonds are expended or in any other way related to the Series 2010 Bonds, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of principal of or interest on the Series 2010 Bonds payable during such year, unless the Municipality shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Series 2010 Bonds from gross income for federal income tax purposes.

(d) The Series 2010 Bonds are secured by and payable from the Tax Increment Revenues which are the ad valorem tax revenues on the Captured Value portion of the real and personal property assessments for taxation included in the Tax Increment Financing Plan. Such taxes are generally applicable taxes which are enforced contributions exacted pursuant to legislative authority in the exercise of the taxing power that are imposed and collected for the purpose of raising revenue to be used for governmental purposes. Such taxes also have a uniform tax rate that is applied to all persons of the same classification in the appropriate jurisdiction and a generally applicable manner of determination and collection. No taxpayer has entered into an impermissible agreement with the Municipality relating to the payment of such taxes (e.g., an agreement to be personally liable on a tax that does not generally impose personal liability, to provide additional credit support such as a third party guarantee, or to pay unanticipated shortfalls; an agreement regarding the minimum market value of property subject to property tax; and an agreement not to challenge or seek deferral of the tax).

(e) None of the proceeds of the Series 2010 Bonds will be used to make or finance loans for persons other than governmental units.

(f) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (i) were or are to be sold at substantially the same time as the Series 2010 Bonds, (ii) were or are to be sold pursuant to the same plan of financing as the financing plan for the Series 2010 Bonds, and (iii) are payable directly or indirectly by the Municipality or from the source from which the Series 2010 Bonds are payable. The Municipality further covenants and certifies that there are no additional facts or circumstances which may further evidence that the Series 2010 Bonds are part of any other issue of obligations.

(g) The Municipality covenants and certifies that no payment of principal of or interest on the Series 2010 Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Municipality represents, warrants and covenants that none of the proceeds of the Series 2010 Bonds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or (2) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (A) the investment of the proceeds of the Series 2010 Bonds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Series 2010 Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d)

of the Code; (D) investments in bonds issued by the United States Treasury; or (E) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(h) The Municipality covenants and certifies that, notwithstanding any provision of this Series 2010 Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Series 2010 Bonds from gross income for purposes of federal income taxation, and it will take such actions as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

(i) The Mayor and/or City Clerk are hereby authorized to execute one or more certificates in connection with the sale and delivery of the Series 2010 Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Series 2010 Bonds, and setting forth certain covenants, stipulations and certifications with respect to the investment, use and expenditures of the proceeds of the Series 2010 Bonds, the use of property financed with proceeds of the Series 2010 Bonds, the sources of payment of the Series 2010 Bonds, and other similar matters. The Municipality hereby covenants to comply with all such covenants, stipulations and certifications. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or Subsection 148(f) Regulations.

(j) In the event the Municipality receives an opinion of Nationally Recognized Bond Counsel to the effect that any of the computations, deposits or payments referenced in Sections 7.02 and 7.03 hereof are not required to be made in order to avoid adversely affecting the tax-exempt status of interest on the Series 2010 Bonds, the Municipality need not make such computations, deposits or payments; or, to the effect that compliance with any of the covenants set forth in Sections 7.02 and 7.03 hereof is not necessary in order to avoid adversely affecting the tax-exempt status of interest on the Series 2010 Bonds, the Municipality need not comply with such covenants except to the extent provided in such opinion.

(k) The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Series 2010 Bonds will be used to carry out the governmental purposes of the Series 2010 Bonds within a three-year period beginning on the date of issuance of the Series 2010 Bonds, and no more than fifty percent (50%) of the proceeds of the Series 2010 Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more.

**SECTION 7.04. BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS.** The Series 2010 Bonds are hereby designated as a portion of the Thirty Million Dollars (\$30,000,000) of qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

**ARTICLE VIII.  
DEFAULT**

**SECTION 8.01.**     EVENT OF DEFAULT. An "Event of Default" as used in this Series 2010 Bond Resolution shall mean either of the following: (1) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due; (2) failure to comply with any other of the covenants of the Municipality set out in this Series 2010 Bond Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Bondholder; or (3) filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws.

The Holders of not less than twenty-five percent (25%) of the aggregate principal amount of the outstanding Bonds may, upon an Event of Default, by suit, action, mandamus or other proceedings at law or in equity enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality under the provisions of the Act and this Series 2010 Bond Resolution to the extent allowed by law. The Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding may appoint a trustee for the Holders of all outstanding Bonds with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders under this Series 2010 Bond Resolution.

Nothing in this Series 2010 Bond Resolution contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Series 2010 Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Series 2010 Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner in said Series 2010 Bonds expressed.

**ARTICLE IX.  
ADDITIONAL BONDS; DEFEASANCE**

**SECTION 9.01.**     ADDITIONAL BONDS. (a) No Additional Bonds shall be issued unless all of the following conditions are complied with:

(1) The Municipality must be current in all deposits into the Bond Fund and all payments theretofore required to have been deposited or made by it under the provisions of this Series 2010 Bond Resolution.

(2) (A) The consent of the Holders of one hundred percent (100%) of the then Outstanding Bonds to the issuance of such Additional Bonds shall have been obtained, or (B) the amount of the TIF Revenues during any twelve (12) consecutive months of the eighteen (18) months immediately preceding the delivery of the Additional Bonds will be at least equal to one hundred twenty-five percent (125%) of the Maximum

Annual Debt Service Requirement, calculated by including the debt service on the proposed Additional Bonds.

(3) The Additional Bonds shall be issued for a purpose or purposes authorized by the Act.

(b) Such Additional Bonds:

(1) shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on such Payment Dates as shall be specified in the Additional Bonds Resolution;

(2) shall have such particular designations added to their title as the Municipality may determine, and may be in such denominations as shall be specified in the Additional Bonds Resolution; and

(3) may contain provisions for the redemption thereof at such Redemption Price or Prices, at such time or times, upon such notice, in such manner and upon such other terms and conditions as shall be specified in the Additional Bonds Resolution.

(c) All of such Additional Bonds, regardless of the time or times of their issuance, shall rank equally with all other Bonds with respect to their lien on the TIF Revenues and their source of and security for payment therefrom without preference of any Bonds over any other.

(d) The Municipality shall not issue any obligations whatsoever payable from the TIF Revenues which rank equally as to lien and source and security for their payment from such TIF Revenues with the Series 2010 Bonds, except in the manner and under the conditions provided in this Section. Junior and subordinate bonds may be issued from time to time within the discretion of the Municipality.

**SECTION 9.02. DEFEASANCE OF SERIES 2010 BONDS.** If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Series 2010 Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Series 2010 Bond Resolution, then the pledge of any TIF Revenues, and other moneys and securities pledged under this Series 2010 Bond Resolution and all covenants, agreements and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 2010 Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All outstanding Series 2010 Bonds of a series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of

said Series 2010 Bonds are to be redeemed on a date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2010 Bonds on said date, (b) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or moneys which shall be invested in direct obligations of the United States, or obligations the principal of and interest on which is guaranteed by the United States, and which obligations are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof, the principal of and the interest on which when due will provide money which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Series 2010 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Series 2010 Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2010 Bonds on such date and notice to the holders of such Series 2010 Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that said Series 2010 Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption price, if applicable, on said Series 2010 Bonds. Neither investments nor moneys deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Series 2010 Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.03 of this Series 2010 Bond Resolution maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest due or to become due on said Series 2010 Bonds to the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

## **ARTICLE X. MISCELLANEOUS**

**SECTION 10.01.**     RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Series 2010 Bonds by those who shall hold the same from time to time, this Series 2010 Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Bondholders, and the covenants and agreements herein set forth to be performed by the Municipality shall be for the equal benefit, protection and security of the Holders of any and all of the Series 2010 Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2010 Bonds over any other thereof except as expressly provided therein and herein.

**SECTION 10.02.**     MODIFICATION OR AMENDMENT.     (a) No material modification or amendment of this Series 2010 Bond Resolution or of any resolution

amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds or more in principal amount of the Series 2010 Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2010 Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Series 2010 Bonds, as the same mature and become due, from the TIF Revenues, or reduce such percentage of Holders of the Series 2010 Bonds required above for such modification or amendment without the consent of the Holders of all of the Series 2010 Bonds.

(b) The foregoing shall not be construed to prohibit supplemental amendments of this Series 2010 Bond Resolution without the consent of Bondholders for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in this Series 2010 Bond Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in this Series 2010 Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under this Series 2010 Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of this Series 2010 Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Series 2010 Bonds; or

(3) to subject to the lien of the Series 2010 Bonds and the pledge herein contained additional revenues or receipts.

(c) Notwithstanding any provision herein to the contrary, this Series 2010 Bond Resolution may be amended by resolution of the Municipality prior to the delivery of the Series 2010 Bonds with the consent of the Purchaser.

**SECTION 10.03. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements, or provisions of this Series 2010 Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Series 2010 Bond Resolution or of the Series 2010 Bonds or coupons issued hereunder.

**SECTION 10.04. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS.** In any case where the date of maturity of interest on or principal of the Series 2010 Bonds or the date fixed for redemption of any Series 2010 Bonds, or the date on

which any moneys are required to be deposited into a Fund pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the Funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a Fund, and no interest shall accrue for the period after such date.

**SECTION 10.05.** ALLOCATION OF MONEYS. Whenever any amounts are required by this Series 2010 Bond Resolution to be on deposit in a specified account or fund, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other moneys of the Municipality in a combined deposit or investment.

**SECTION 10.06.** SERIES 2010 BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT AND REGISTERED OWNERS. Nothing in this Series 2010 Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Municipality, the Paying Agent, and the Registered Owners of the Series 2010 Bonds, any right, remedy or claim under or by reason of this Series 2010 Bond Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Series 2010 Bond Resolution contained shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, and the Registered Owners of the Series 2010 Bonds.

**SECTION 10.07.** CERTIFICATES OF CITY CLERK AND STATE TAX COMMISSION. The City Clerk is hereby authorized and directed to execute and deliver a certificate pursuant to Section 21-45-21 of the Act each year while the Tax Increment Financing Plan is in effect certifying the current Assessed Value and the Captured Value of the real and personal property included in the Tax Increment Financing Plan. The City Clerk is hereby further directed to request from the State Tax Commission a certification of the original value of the sales tax diversion revenues and to request each year while the Tax Increment Financing Plan is in effect a certificate of the State Tax Commission certifying the Captured Value of sales tax diversion revenues derived from the Tax Increment Financing District pursuant to Section 21-45-21 of the Act.

## **ARTICLE XI.**

### **FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE; DESIGNATION OF BONDS**

**SECTION 11.01.** FURTHER ACTION. The Mayor and the City Clerk are hereby authorized to execute such documents, instruments, certificates and papers, and do such acts and things as may be necessary or appropriate in connection with the authorization, sale, preparation, execution, issuance and delivery of the Series 2010 Bonds.

**SECTION 11.02.** REPEALING CLAUSE AND EFFECTIVE DATE. All ordinances, resolutions or orders of the Board in conflict with the provisions of this Series 2010 Bond Resolution shall be, and the same are hereby repealed, rescinded and

set aside, but only to the extent of such conflict. For cause, this Series 2010 Bond Resolution shall become effective immediately upon the adoption thereof.

**SECTION 11.03. DESIGNATION OF BONDS.** In the event that the Series 2010 Bonds are delivered in the year 2011, then such bonds shall be designated as the “Tax Increment Financing Revenue Bonds, Series 2011” and all references herein to the Series 2010 Bonds shall include such bonds.

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

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

The motion having received the affirmative vote of a majority of the Aldermen present, being a quorum of the Board, the Mayor declared the motion carried and the resolution adopted, on this the \_\_\_\_\_ day of October 2010.

City of Starkville, Mississippi

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

ATTEST:

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

(SEAL)

Exhibit A

CERTIFICATE OF CITY CLERK

**CERTIFICATE OF CITY CLERK RE: ORIGINAL ASSESSED VALUE**

I, Markeeta Outlaw, City Clerk of the City of Starkville, Mississippi, do hereby certify the "original assessed value," as such term is defined by Section 21-45-21, Mississippi Code of 1972, of the real and personal property included in the Tax Increment Financing District (the "District") described in Exhibit "I" to the Tax Increment Financing Plan, Middleton Marketplace Project, Starkville, Mississippi, June 2008 (the "TIF Plan"), approved by resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, June 17, 2008, according to its most recent assessed value as of June 17, 2008, is \$443,648.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the City of Starkville, Mississippi to be affixed hereto as of this the \_\_\_\_\_ day of October, 2010.

—

(SEAL)

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

Exhibit B  
Series 2010 BOND PURCHASE AGREEMENT

CITY OF STARKVILLE, MISSISSIPPI

\$\_\_\_\_\_ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2010  
(MIDDLETON MARKET PLACE PROJECT)

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

SERIES 2010 BOND PURCHASE AGREEMENT (PRIVATE PLACEMENT)

City of Starkville, Mississippi  
Starkville, Mississippi

\_\_\_\_\_, with its principal offices located in \_\_\_\_\_, Mississippi (the "Purchaser"), offers to enter into this Series 2010 Bond Purchase Agreement (Private Placement) (the "Agreement") with the City of Starkville, Mississippi (the "Municipality") which, upon the Municipality's acceptance, will be binding upon the Municipality and the Purchaser. This offer is made subject to acceptance by the Municipality at or prior to the end of the day Central Daylight Savings Time on the date hereof and, if not so accepted, will be subject to withdrawal by the Purchaser upon written notice delivered to the Municipality by the Purchaser at any time prior to acceptance by the Municipality.

1. BACKGROUND

(a) The Municipality will issue and sell its \$\_\_\_\_\_ maximum principal amount of Tax Increment Financing Revenue Bonds, Series 2010 (Middleton Market Place Project) (the "Series 2010 Bonds"). The Series 2010 Bonds are being issued for the purpose of constructing various infrastructure improvements to support the project, including but not limited to the installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways with curb and gutter, asphalt overlay of parking lots, installation of traffic signalization and signage, landscaping of rights-of-way, irrigation, acquisition of rights-of-way, related engineering fees, attorneys' fees, TIF plan preparation fees, capitalized interest, and other related soft costs.

(b) The Series 2010 Bonds will be issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-45-1 et seq., Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including a resolution adopted \_\_\_\_\_, 2010 (the "Series 2010 Bond Resolution"). The Series 2010 Bonds are payable from a sufficient amount of the TIF Revenues (as defined in the Series 2010 Bond Resolution). A sufficient amount of the TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Series 2010 Bonds and to make the payments into the Bond Fund [and the Reserve Fund, if any,] provided for in the Series 2010 Bond Resolution (as such terms are defined in the Series 2010 Bond Resolution).

(c) The Series 2010 Bonds will contain the terms and provisions described in the Series 2010 Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in Section 4(c) of this Agreement.

(d) No preliminary official statement, final official statement or other disclosure document will be distributed in connection with the sale and issuance of the Series 2010 Bonds.

## 2. REPRESENTATIONS OF THE MUNICIPALITY

The Municipality makes the following representations, all of which will survive the purchase and offering of the Series 2010 Bonds:

(a) The Municipality is a political subdivision of the State of Mississippi, duly organized and existing under the laws of the State of Mississippi.

(b) The Municipality is authorized by the provisions of the Act and the Series 2010 Bond Resolution to issue the Series 2010 Bonds secured as set forth in the Series 2010 Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State of Mississippi pertaining to the issuance and sale of the Series 2010 Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Agreement and the Series 2010 Bonds.

(d) The Municipality has duly adopted the necessary resolutions and has duly authorized the execution of this Agreement and the issuance and sale of the Series 2010 Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i) the issuance and sale of the Series 2010 Bonds upon the terms set forth herein and in the Series 2010 Bond Resolution, (ii) the execution, delivery, receipt and due performance of this Agreement and the Series 2010 Bonds, and any and all other agreements and documents as may be required to be executed, delivered and received by the Municipality in order to consummate the transactions contemplated hereby, and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity of the Series 2010 Bonds, this Agreement or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Agreement, the Series 2010 Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made therein.

(i) To the knowledge of the Municipality, the Municipality is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed or guaranteed.

### 3. COVENANTS OF THE MUNICIPALITY

The Municipality agrees to the following covenants, all of which will survive the purchase and offering of the Series 2010 Bonds and any investigations made by or on behalf of the Purchaser:

(a) The Municipality shall apply the proceeds of the Series 2010 Bonds in accordance with the Series 2010 Bond Resolution.

(b) The Municipality shall not take or omit to take, as may be applicable, any action which would, in any way, cause the proceeds of the Series 2010 Bonds to be applied in a manner contrary to the requirements of the Series 2010 Bond Resolution.

(c) Whether or not the sale of the Series 2010 Bonds by the Municipality to the Purchaser is consummated, the Municipality agrees that the Purchaser shall have no obligation to pay any costs or expenses incident to the performance of the obligations of the Municipality under this Agreement.

### 4. PURCHASE, SALE AND DELIVERY OF THE SERIES 2010 BONDS; FUNDS

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date the Purchaser agrees to purchase from the Municipality and the Municipality agrees to sell to the Purchaser all, but not less than all, of the Series 2010 Bonds for a purchase price of \$ \_\_\_\_\_, representing the par amount thereof.

(b) The Municipality will deliver the Series 2010 Bonds to or for the account of the Purchaser against payment of the purchase price therefor on a date to be mutually agreed upon by the Municipality and the Purchaser (the "Closing Date"). The Series 2010 Bonds may be in printed, engraved, typewritten or photocopied form, and each such form shall constitute "definitive form."

(c) The Series 2010 Bonds shall be payable directly to the Purchaser; shall be dated the date of delivery thereof; shall be payable, both as to principal and interest, in lawful money of the United States of America at \_\_\_\_\_, \_\_\_\_\_, Mississippi, said bank to act as paying agent, registrar and transfer agent for said bonds; shall bear interest from the date thereof at the rates provided for in the maturity schedule included herein as **Attachment A**, payable semiannually on such dates in each year as are specified in the maturity schedule included herein as **Attachment A**, commencing on a date to be specified in the maturity schedule included herein as **Attachment A**; and shall mature, subject to prior redemption, as hereinafter provided, on the dates and in the years and principal amounts set out in the maturity schedule included herein as **Attachment A**.

(d) [The Series 2010 Bonds are subject to redemption prior to maturity at the election of the Municipality, either in whole or in part on any date, in inverse order of principal maturity, at the principal amount thereof together with accrued interest to the date fixed for redemption.]

(e) In connection with the purchase, sale and delivery of the Series 2010 Bonds, the Purchaser represents and warrants to the Municipality the following:

(1) the Series 2010 Bonds will be sold and purchased as set forth in Section 4(a) hereof through a private sale;

(2) the Purchaser is not purchasing for more than one (1) account, and is purchasing the Series 2010 Bonds for its own account for the purpose of investment and not with a view towards distribution or resale;

(3) the Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Series 2010 Bonds;

(4) the Purchaser has read and understands the Series 2010 Bond Documents (hereinafter described);

(5) the Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents and materials it regards as necessary to evaluate the merits and risks of its purchase of the Series 2010 Bonds;

(6) the Purchaser recognizes that Bond Counsel and counsel for the Municipality are not responsible for any information contained in or omitted from materials regarding the Municipality and that it does not look to Bond Counsel or counsel for the Municipality to obtain such information on its behalf; and

(7) while the Purchaser has no present intention to resell or otherwise dispose of all or any part of the Series 2010 Bonds, the Purchaser assumes responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale of the Series 2010 Bonds.

5. SERIES 2010 BOND DOCUMENTS

On or prior to the Closing Date, the Purchaser shall have received a copy, certified by the City Clerk of the Municipality, of the transcript of proceedings of the Mayor and Board of Aldermen of the Municipality in connection with the authorization, issuance, sale and validation of the Series 2010 Bonds. Such transcript shall include the Series 2010 Bond Resolution and the form of this Series 2010 Bond Purchase Agreement (Private Placement) (collectively, the "Series 2010 Bond Documents").

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

The obligation of the Purchaser to purchase and pay for the Series 2010 Bonds and the obligation of the Municipality to sell the Series 2010 Bonds to the Purchaser shall be subject to the following conditions precedent:

(a) The Municipality shall have performed all of its obligations hereunder and the statements made on behalf of the Municipality hereunder shall be true and correct on the date hereof and on the Closing Date, as if made on the Closing Date, and the Municipality shall deliver a certificate to such effect.

(b) Except as may have been agreed to by the Purchaser, as of the Closing Date, each of the Series 2010 Bond Documents and all other official actions of the Municipality relating thereto shall be in full force and effect and shall not have been amended, modified or supplemented.

(c) The Municipality shall have received the approving opinion of Watkins Ludlam Winter & Stennis, P.A., Bond Counsel, in form and substance acceptable to the Purchaser.

(d) The Purchaser shall have received the opinion of counsel to the Municipality, dated the Closing Date and addressed to the Purchaser, in form and substance acceptable to the Purchaser.

(e) Between the date of this Agreement and the Closing Date, no material adverse change shall have occurred, nor shall any development have occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects or properties of the Municipality.

(f) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Series 2010 Bonds and the Series 2010 Bond Documents by the Municipality shall have been taken, and the Municipality shall have performed and complied with all agreements, covenants and conditions required to be performed or complied with by this Agreement, the Series 2010 Bonds and the Series 2010 Bond Documents, and the Municipality shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified or supplemented, except as has been agreed to in writing by the Purchaser.

(g) None of the events referred to in Section 7, infra, of this Agreement shall have occurred.

(h) The Purchaser shall have received a certificate, dated the Closing Date and signed on behalf of the Municipality, to the effect that:

(1) the Municipality has not received notice of any pending, nor to the Municipality's knowledge is there any threatened, action, suit, proceeding, inquiry or investigation against the Municipality, at law or in equity, by or before any court, public board or body, nor to the Municipality's knowledge is there any basis therefor, affecting the existence of the Municipality or the titles of its officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2010 Bonds or the pledge of TIF Revenues pledged or to be pledged to pay the principal of, premium, if any, and interest on the Series 2010 Bonds, or in any way materially adversely affecting or questioning (A) the existence and powers of the Municipality, (B) the use of the proceeds of the Series 2010 Bonds, (C) the validity or enforceability of the Series 2010 Bonds, the Series 2010 Bond Resolution or any proceedings of the Municipality taken with respect to the Series 2010 Bonds, (D) the execution and delivery of this Agreement or the Series 2010 Bonds or (E) the power of the Municipality to carry out the transactions contemplated by this Agreement or the Series 2010 Bonds;

(2) the Municipality has complied with all the covenants and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the Municipality contained herein are true and correct as of the Closing Date.

(i) Evidence, satisfactory in form and substance to the Purchaser and Bond Counsel, of a satisfactory and favorable conclusion to a bond validation proceeding under the laws of the State of Mississippi with respect to the Series 2010 Bonds shall have been received.

(j) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby, all such Series 2010 Bonds and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

(k) If any conditions to the obligations of the Purchaser or the Municipality contained in this Agreement are not satisfied and the satisfaction of such conditions shall not be waived by the Purchaser and the Municipality, then, at the option of the Purchaser and the Municipality, the Closing Date (1) shall be postponed for such period as may be necessary for such conditions to be satisfied, or (2) without limiting the generality of Section 11 of this Agreement, the obligations of the Purchaser and the Municipality under this Agreement shall terminate, and neither the Purchaser nor the Municipality shall have any further obligations or liabilities hereunder.

All of the legal opinions, Series 2010 Bonds, proceedings, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and the Municipality.

## 7. TERMINATION

The Purchaser may terminate its obligations hereunder by written notice to the Municipality if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) Legislation shall have been enacted or a decision by a court of the United States shall be rendered or any action taken by the Securities and Exchange Commission which, in the opinion of counsel to the Purchaser, has the effect of requiring the offer or sale of the Series 2010 Bonds to be registered under the Securities Act of 1933, as amended.

(b) (1) In the judgment of the Purchaser, the market price of the Series 2010 Bonds is adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (B) a general banking moratorium shall have been established by Federal, New York or Mississippi authorities, or (2) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Series 2010 Bonds or in any way contesting or affecting any authority or security for or the validity of the Series 2010 Bonds, or the existence or powers of the Municipality.

(c) There shall have occurred any change that, in the reasonable judgment of the Purchaser, makes unreasonable or unreliable any of the assumptions upon which payment of debt service on the Series 2010 Bonds is predicated.

(d) There shall have occurred any material change in the business or affairs of the Municipality which, in the reasonable judgment of the Purchaser, materially adversely affects the investment quality of the Series 2010 Bonds.

(e) Any legislation, ordinance, rule or regulations shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State of Mississippi, or a decision by any court of competent jurisdiction within the State of Mississippi shall be rendered, which, in the reasonable opinion of the Purchaser, materially or adversely affects the market price of the Series 2010 Bonds.

(f) A stop order, ruling regulation or official statement by or on behalf of the Office of Secretary of State of the State of Mississippi shall be issued or made to the effect that the issuance, offering or sale of the Series 2010 Bonds, or of obligations of the general character of the Series 2010 Bonds as contemplated hereby, is a violation of any provisions of the Blue Sky laws of the State of Mississippi.

(g) Any condition to the Purchaser's obligations hereunder is not satisfied or if there is any refusal, inability or failure on the part of the Municipality to comply with any of the terms or to fulfill any of the conditions provided for or contemplated by this Agreement, or if for any reason the Municipality shall be unable to perform all of its obligations or satisfy conditions provided for or contemplated in this Agreement.

(h) Additional material restrictions, not in force as of the date hereof, shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

8. CONDITION OF THE MUNICIPALITY'S OBLIGATIONS

The Municipality's obligations hereunder are subject to the Purchaser's performance of its obligations hereunder.

9. NOTICES

Any notice or other communication to be given to the Municipality and the Purchaser under this Agreement may be given by delivering the same in writing as follows:

Municipality: City of Starkville, Mississippi  
Attention: City Clerk  
Starkville, Mississippi

Purchaser: \_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_, Mississippi

10. SUCCESSORS

This Agreement is made solely for the benefit of the Municipality and the Purchaser (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof (other than pursuant to Section 3 hereof).

11. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

All agreements, covenants representations and warranties and all other statements of the Municipality set forth in or made pursuant to this Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof made by or on behalf of the Purchaser or the Municipality, and shall survive the Closing Date and the delivery of and payment for the Series 2010 Bonds.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Mississippi.

13. MISCELLANEOUS

This Agreement constitutes the only agreement among the parties hereto relating to the subject matter hereof and it supersedes and cancels any and all previous contracts, agreements or understandings with respect thereto. This Agreement may not be amended or modified except in writing executed by all parties hereto.

14. COUNTERPARTS

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

Dated \_\_\_\_\_, 20\_\_.

Very truly yours,

\_\_\_\_\_  
\_\_\_\_\_, Mississippi

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Accepted on \_\_\_\_\_, 20\_\_.

City of Starkville, Mississippi

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

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

**ATTACHMENT A**  
**(Maturity Schedule)**

25.

**A MOTION DUE TO AN EMERGENCY, STEMMING FROM THE RETIREMENT OF MR. EDD HATTAWAY ON OCTOBER 29, 2010 AND THE NECESSITY OF COVERING THE GAP CREATED BY THE RETIREMENT IN THE MANAGEMENT POSITION FOR SUCH TIME AS NECESSARY TO HIRE A NEW FULL TIME MANAGER OF STARKVILLE ELECTRIC DEPARTMENT MR. EDD HATTAWAY BE REHIRED AS INTERIM MANAGER OF THE STARKVILLE ELECTRIC DEPARTMENT ON A PART-TIME BASIS AT HALF PAY EFFECTIVE NOVEMBER 1, 2010 AND HE SHALL REMAIN IN SAID PART-TIME POSITION UNTIL REPLACED**

There came for consideration the matter of the vacant position of Electric Department General Manager, derived from the retirement of Mr. Edd Hattaway. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded by Alderman Richard Corey, that due to an emergency stemming from the retirement of Mr. Edd Hattaway on October 29, 2010 and the necessity of covering the gap created by the retirement in the management position for such time as necessary to hire a new full time Manager of Starkville Electric Department, Mr. Edd Hattaway be rehired as interim manager of the Starkville Electric Department on a part-time basis at half pay effective November 1, 2010 and he shall remain in said part-time position until replaced. The Board voted unanimously in favor of the motion.

**NOTE:**

No action was taking on Agenda Item X-D regarding approving the change in street signs for Country Club Estates contingent on compliance with the City of Starkville Street Signage Policy.

**Alderman Ben Carver** exited the meeting.

26.

**A MOTION TO APPROVE CLAIMS  
FOR THE FIRE DEPARTMENT FOR THE  
PERIOD ENDING OCTOBER 14, 2010**

There came for consideration the matter of approving claims submitted by the City of Starkville's Fire Department. After discussion, and

upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to approve the Fire Department Claims for the period ending October 14, 2010, the Board voted as follow:

Alderman Ben Carver

Voted: Recusal

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

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

FIRE DEPARTMENT CLAIMS  
PERIOD ENDING OCTOBER 14, 2010  
DOCKET #10-14-10-B

FIRE FUND	001-161	\$28,606.58
	001-164	2,012.18
	001-167	3,147.08
RESTRICTED FIRE FUND	003	840.00
	<b>TOTAL</b>	<b>\$33,765.84</b>

**Alderman Ben Carver** rejoins the meeting.

**Aaron McNeal of Neel-Schafer & Associates** reviewed and presented the Louisville Street Widening Conceptual Design.

27.

**A MOTION TO APPROVE THE LOUISVILLE STREET WIDENING  
CONCEPTUAL DESIGN AND AUTHORIZATION TO  
PROCEED WITH THE FINAL DESIGN**

There came for consideration the matter of the Louisville Street Widening Conceptual Design and Authorization to proceed with the Final Design. After discussion, and

upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Roy A'. Perkins to approve the Louisville Street Widening Conceptual Design and authorization for Neel-Schafer & Associates to Proceed with the Final Design, the Board unanimously voted in favor of the motion.

**Alderman Ben Carver** exited the meeting.

28.

**A MOTION TO APPROVE AUTHORIZATION TO ADVERTISE  
THE VACANT POSITION OF CAPTAIN IN THE**

**FIRE DEPARTMENT AND SUBSEQUENT PROMOTIONAL VACANCIES  
THAT WILL BE CREATED IN THE POSITION OF LIEUTENANT AND  
SERGEANT IN ACCORDANCE WITH THE PROMOTIONAL  
POLICY AND PROCEDURES OF THE STARKVILLE  
FIRE DEPARTMENT AND THE CITY OF STARKVILLE**

There came for consideration the matter of advertising to fill the vacant position of Captain in the Fire Department, and to advertise to fill subsequent promotional vacancies that will be created in the positions of Lieutenant and Sergeant in accordance with the Promotional Policy and Procedures of the Starkville Fire Department and of the City of Starkville. After discussion, and

upon the motion of Alderman Roy A'. Perkins, duly seconded Alderman Henry Vaughn, Sr., to approve authorization to advertise the vacant position of Captain in the Fire Department and subsequent promotional vacancies that will be created in the positions of Lieutenant and Sergeant in accordance with the Promotional Policy and Procedures of the Starkville Fire Department and of the City of Starkville, the Board voted as follows:

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

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

**Alderman Ben Carver** rejoined the meeting.

**29.**

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

There came for consideration the matter of a Closed Session for the preliminary determination of the necessity of an Executive Session. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, to enter into a Closed Session to determine if items to be discussed are proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>

Alderman Richard Corey	Voted: <u>Yea</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

**Alderman Richard Corey** exited the meeting.

**30.**

**A MOTION DECLARING DISCUSSION REGARDING POTENTIAL LITIGATION REGARDING BLUEFIELD WATER ASSOCIATION, AND PAT STATION ROAD (MCCO); LAND ACQUISITION FOR WATER LINE RIGHT-OF-WAY AS PROPER CAUSE FOR EXECUTIVE SESSION**

There came for consideration the matter to determine that discussion regarding Potential Litigation regarding

- a) Bluefield Water Association and
- b) Pat Station Road (MCCO)

and Land Acquisition regarding

- a) Water Line Right-of-Way

as proper cause for Executive Session. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., that deliberations and findings concerning the discussion of Potential Litigation regarding Bluefield Water Association and Pat Station Road (MCCO) as proper for Executive Session, the Board voted as follows:

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

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

**31.**

**A MOTION TO EXIT CLOSED SESSION AND RETURN TO OPEN SESSION**

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to exit the closed session to return to open session, the Board voted as follows:

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

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

32.

**A MOTION TO  
ENTER INTO EXECUTIVE SESSION FOR THE  
DISCUSSION OF POTENTIAL LITIGATION REGARDING  
THE BLUEFIELD WATER ASSOCIATION  
AND PAT STATION ROAD (MCCO); LAND ACQUISITION FOR  
WATER LINE RIGHT-OF-WAY**

There came for consideration the matter of entering Executive Session to discuss Potential Litigation with

- a) Bluefield Water Association and
- b) MCCO regarding Pat Station Road.

and Land Acquisition regarding

- a) Water Line Right-of-Way

After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to enter into an Executive Session to discuss the subject named, the Board unanimously voted as follows:

Alderman Ben Carver	Voted: <u>Yea</u>
Alderman Sandra Sistrunk	Voted: <u>Yea</u>
Alderman Eric Parker	Voted: <u>Yea</u>
Alderman Richard Corey	Voted: <u>absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>

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

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

33.

**A MOTION TO APPROVE AUTHORIZATION FOR THE CITY ATTORNEY  
TO INITIATE QUICK TAKE PROCEEDING FOR THE PURPOSE OF  
ACQUIRING LAND FOR WATER LINE RIGHT-OF-WAY**

There came for consideration the matter of acquiring property recorded in the Office of the Chancery Clerk of Oktibbeha County, MS, in Deed Book 747 at page 360-361 for the purpose of acquiring land for right-of-way to lay water line for benefit of residents in the area. Owners of the property are Ms. Ann Lindsey Smith and Ms. Dianna Lindsey, they are not displaced by this action. After discussion, and

upon motion of Alderman Jeremiah Dumas, duly seconded by Alderman Ben Carver, to authorize the City Attorney to initiate "Quick Take" proceedings for the purpose of acquiring right-of-way on property recorded in the Office of the Chancery Clerk of Oktibbeha County, MS, in Deed Book 747 at pages 360-361 for the purpose of laying water line, the Board voted as follows:

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

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

34.

**A MOTION TO EXIT EXECUTIVE SESSION  
AND RETURN TO OPEN SESSION**

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Eric Parker, to exit Executive Session and return to Open Session, the Board as follows:

Alderman Ben Carver Voted: Yea  
Alderman Sandra Sistrunk Voted: Yea  
Alderman Eric Parker Voted: Yea

Alderman Richard Corey	Voted: <u>absent</u>
Alderman Jeremiah Dumas	Voted: <u>Yea</u>
Alderman Roy A'. Perkins	Voted: <u>Yea</u>
Alderman Henry Vaughn, Sr.	Voted: <u>Yea</u>

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

35.

### A MOTION TO ADJOURN

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A' Perkins to adjourn, the Board voted as follows:

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

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

The next meeting of the Mayor and Board of Aldermen will be held Tuesday, November 2, 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

(SEAL)