

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

The City of Starkville, Mississippi
December 7, 2010

Be it remembered that the Mayor and Board of Aldermen met in a regular meeting on December 7, 2010 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. There being present were Mayor Parker Wiseman, Aldermen Ben Carver, Sandra Sistrunk, Eric Parker, Richard Corey, Jeremiah Dumas, Roy A'. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer and City Clerk Markeeta Outlaw.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA

Alderman Eric Parker requested the following changes to the December 7, 2010 Official Agenda

Add to Consent: Item X-A regarding the re-appointment of P.C. McLaurin, Jr., to the Golden Triangle Regional Solid Waste Management Authority for the four year term expiring on December 31, 2014.

Alderman Jeremiah Dumas requested the following changes to the December 7, 2010 Official Agenda

Add to Consent: Item X-C regarding the Resolution Authorizing and Directing the Issuance of General Obligation Refunding Bonds, Series 2011, of the City of Starkville, Mississippi, in the maximum aggregate principal amount of Two million Seven Hundred Fifty Thousand Dollars

Add to Consent: Item X-E regarding P&Z item #FP 10-09, a request to approve a Final Condominium Plat, in a C-2 (General Business) zoning district, for the "Starkville Station RV Park" located at 100 Lincoln Green

Alderman Roy A'. Perkins requested the following changes to the December 7, 2010 Official Agenda

Add to Consent: Item XI-C3 regarding authorization to purchase financial and administrative software from Tyler Technologies for the City Clerk's Office

1.

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

There came for consideration the matter of approving and adopting the December 7, 2010 Official Agenda of the Regular Meeting of the Mayor and Board of Aldermen. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, to approve the December 7, 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

REGULAR MEETING OF TUESDAY, DECEMBER 7, 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. CONSIDERATION OF THE APPROVAL OF THE MINUTES OF THE CITY OF STARKVILLE BOARD OF ALDERMEN RECESS MEETING OF NOVEMBER 2, 2010, AND THE SPECIAL CALL MEETING OF NOVEMBER 10, 2010.
- V. **ANNOUNCEMENTS AND COMMENTS**

MAYOR:

APPRECIATION TO THE MANY CITY EMPLOYEES WHO WORKED TO EASE THE DIFFICULTY OF THE THOSE IMPACTED BY THE TORNADO ON MONDAY NIGHT.

THERE WILL BE AN OPEN HOUSE FOR TOURS OF CITY HALL ON DECEMBER 10 FROM 2-5 PM AND THEN AGAIN ON DECEMBER 14 FROM 4-7 PM

INTRODUCTION OF NEW EMPLOYEE:

TERRY KEMP – HEAD OF THE ELECTRIC DEPARTMENT

BOARD OF ALDERMEN:

PRESENTATION OF EMPLOYEE OF THE MONTH BY ALDERMAN CARVER:

JOANNA HOWARD MCLAURIN

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

~~***** A. PUBLIC APPEARANCE BY MR. FRANK JONES APPEALING THE DENIAL OF BOAA ITEM #VA 10 05: A REQUEST TO ALLOW 33 PARKING SPACES IN LIEU OF THE 40 REQUIRED FOR A PROPOSED MULTI FAMILY RESIDENTIAL DEVELOPMENT IN A C 2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 517 SOUTH MONTGOMERY STREET IN WARD 4.~~

VIII. PUBLIC HEARING

THERE ARE NO PUBLIC HEARINGS SCHEDULED

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE DECLARATION OF A LOCAL EMERGENCY AND THE ENACTMENT OF THE LOCAL EMERGENCY OPERATIONS PLAN EFFECTIVE NOVEMBER 30, 2010.

***** B. CONSIDERATION OF A RESOLUTION FOR THE COMMITMENT OF THE CITY OF STARKVILLE TO MEET THE REQUIREMENTS OF THE CDBG COTTON MILL MARKETPLACE FOR LOW AND MODERATE INCOME JOB CREATION AVAILABILITY FOR THE PROJECT.

X. BOARD BUSINESS

A. CONSIDERATION OF THE APPOINTMENT TO THE GOLDEN TRIANGLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY FOR THE UPCOMING TERM EXPIRING DECEMBER 31, 2014.

~~***** B. CONSIDERATION OF THE APPEAL BY MR. FRANK JONES OF THE DENIAL OF BOAA ITEM #VA 10 05: A REQUEST TO ALLOW 33 PARKING SPACES IN LIEU OF THE 40 MINIMALLY REQUIRED FOR A PROPOSED MULTI FAMILY RESIDENTIAL DEVELOPMENT IN A C 2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 517 SOUTH MONTGOMERY STREET IN WARD 4.~~

- C. RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000) TO RAISE MONEY FOR THE PURPOSE OF REFUNDING ALL OR ANY PORTION OF THE MUNICIPALITY'S GENERAL OBLIGATION ELECTRIC SYSTEM BONDS, SERIES 2001, AND PAYING THE RELATED COSTS OF THE ISSUANCE, SALE AND DELIVERY OF SAID REFUNDING BONDS AND OF THE REDEMPTION OF SAID GENERAL OBLIGATION BONDS; PRESCRIBING THE FORM AND INCIDENTS OF SAID REFUNDING BONDS; PROVIDING FOR THE LEVY OF A SUFFICIENT AMOUNT OF TAXES FOR THE PAYMENT OF SAID REFUNDING BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF SAID REFUNDING BONDS; APPROVING AND AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID REFUNDING BONDS; AUTHORIZING THE OBTAINING OF A RATING WITH RESPECT TO SAID BONDS; AND FOR RELATED PURPOSES.

D. CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH AMS FOR THE COLLECTION SERVICE FOR DELINQUENT ACCOUNTS FOR THE CITY OF STARKVILLE.

- E. CONSIDERATION TO APPROVE P&Z ITEM #FP 10-09: A REQUEST BY LWIN COMPANY LLC FOR APPROVAL OF "STARKVILLE STATION RV PARK" A FINAL CONDOMINIUM PLAT IN A C-2 (GENERAL BUSINESS) ZONING DISTRICT LOCATED AT 100 LINCOLN GREEN IN WARD 4.

- F. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING AT THE BOARD OF ALDERMEN MEETING OF DECEMBER 21, 2010, TO AMEND THE SIDEWALK ORDINANCE 2009-7 TO PROVIDE FOR AN AREA EXEMPT FROM SUCH REQUIREMENTS AS DEFINED BY SPECIFIC STREETS TO WIT: INDUSTRIAL PARK ROAD, POLLARD ROAD, MILEY ROAD AND AIRPORT ROAD.

G. CONSIDERATION OF ADVERTISING FOR BIDS ON THE ALTERNATIVE FUEL CONVERSION PROGRAM ASSOCIATED WITH THE ALTERNATIVE FUEL GRANT # GT11-0910-0021.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE CORRESPONDENCE REQUESTING A 1.99% INCREASE IN THE 2009 FAA AIP GRANT, NO. 3-28-0068-014-2009

2. REQUEST APPROVAL FOR FINAL PAY REQUEST # 8 FROM APAC, INC. REGARDING THE RUNWAY 18/36 REHABILITATION PROJECT IN THE AMOUNT OF \$10,499.80 FROM AIP GRANT 3-28-0068-014-2009

3. REQUEST APPROVAL OF THE ENGINEERING CONTRACT WITH CLEARWATER CONSULTANTS, INC. FOR DESIGN OF RUNWAY SAFETY AREA, RUNWAY OBJECT FREE AREA AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$109,900.00 FROM THE 2010 FAA AIP GRANT, NO. 3-28-0068-015-2010

B. BUILDING, CODES AND PLANNING DEPARTMENT

1. CONSIDERATION TO APPROVE P&Z ITEM #CU 10-06: A REQUEST BY WEST GROUP CORPORATION TO ALLOW A FUNERAL HOME IN A B-1 (BUFFER DISTRICT) ZONING DISTRICT LOCATED AT 120 WEST GARRARD ROAD IN WARD 6.

C. OFFICE OF THE CITY CLERK

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE FIRE DEPARTMENT CLAIMS DOCKET AS OF DECEMBER 2, 2010.

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF DECEMBER 2, 2010.

- ***** 3. *REQUEST CONSIDERATION OF THE PURCHASE OF FINANACIAL AND ADMINISTRATIVE SOFTWARE FROM TYLER TECHNOLOGIES FOR THE CITY CLERK'S OFFICE.*

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ELECTRIC DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

F. ENGINEERING AND STREETS

THERE ARE NO ITEMS FOR THIS AGENDA

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. PERSONNEL

1. REQUEST AUTHORITY TO HIRE ROBERT W. ATKINS FOR THE VACANT POSITION OF COLLECTOR FOR THE ELECTRIC DEPARTMENT

2. REQUEST AUTHORITY TO ADVERTISE FOR A REPLACEMENT MAINTENANCE WORKER 1 FOR THE STREET DEPARTMENT

I. POLICE DEPARTMENT

1. REQUEST APPROVAL AND AUTHORIZATION FOR THE MAYOR TO SIGN A REVISED CONTRACT WITH THE STARKVILLE HOUSING AUTHORITY FOR THE ASSIGNMENT OF A FULL TIME POLICE OFFICER EFFECTIVE DECEMBER 1, 2010.

2. REQUEST AUTHORIZATION TO AUCTION FOR SALE ON-LINE AT GOVDEALS.COM, TWO (2) SEIZED VEHICLES AND ELEVEN (11) POLICE VEHICLES THAT WE ARE REQUESTING TO BE DECLARED SURPLUS PROPERTY WITH PROCEEDS FROM THE SALE OF THESE

SURPLUS VEHICLES TO BE PLACED IN THE EQUIPMENT LINE OF THE POLICE DEPARTMENT BUDGET #001-112-730.

J. PUBLIC SERVICES

1. REQUEST APPROVAL TO PURCHASE A 3 POSITION VFD MOTOR CONTROL CENTER FOR THE TRIM CANE PUMP STATION UPGRADE FROM CONTROL SYSTEMS, INC., A SINGLE SOURCE, IN THE AMOUNT OF \$54,734.00.
2. REQUEST APPROVAL OF CHANGE ORDER #1 IN THE SUDDUTH ROAD SEWER INSTALLATION PROJECT WITH STIDHAM CONSTRUCTION IN THE AMOUNT OF \$2,084.50.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- A. PENDING LITIGATION
- B. POTENTIAL LITIGATION

***** C. *PROPERTY ACQUISITION*

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 21, 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

- A. CONSIDERATION OF THE DECLARATION OF A LOCAL EMERGENCY AND THE ENACTMENT OF THE LOCAL EMRGENCY OPERATIONS PLAN EFFECTIVE NOVEMBER 30, 2010.

X. BOARD BUSINESS

- D. CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH AMS FOR THE COLLECTION SERVICE FOR DELINQUENT ACCOUNTS FOR THE CITY OF STARKVILLE.

- G. CONSIDERATION OF ADVERTISING FOR BIDS ON THE ALTERNATIVE FUEL CONVERSION PROGRAM ASSOCIATED WITH THE ALTERNATIVE FUEL GRANT # GT11-0910-0021.

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B. BUILDING DEPARTMENT – NO ITEMS

C. OFFICE OF THE CITY CLERK

- 2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS EXCEPT THE FIRE DEPARTMENT AS OF DECEMBER 2, 2010.

D. COURTS – NO ITEMS

E. ELECTRIC DEPARTMENT – NO ITEMS

F. ENGINEERING AND STREETS – NO ITEMS

G. FIRE DEPARTMENT - NO ITEMS

H. PERSONNEL

- 2. REQUEST AUTHORITY TO ADVERTISE FOR A REPLACEMENT MAINTENANCE WORKER 1 FOR THE STREET DEPARTMENT

I. POLICE DEPARTMENT

- 1. REQUEST APPROVAL AND AUTHORIZATION FOR THE MAYOR TO SIGN A REVISED CONTRACT WITH THE STARKVILLE HOUSING AUTHORITY FOR THE ASSIGNMENT OF A FULL TIME POLICE OFFICER EFFECTIVE DECEMBER 1, 2010.
- 2. REQUEST AUTHORIZATION TO AUCTION FOR SALE ON-LINE AT *GOVDEALS.COM*, TWO (2) SEIZED VEHICLES AND ELEVEN (11) POLICE VEHICLES THAT WE ARE REQUESTING TO BE DECLARED SURPLUS PROPERTY WITH PROCEEDS FROM THE SALE OF THESE SURPLUS VEHICLES

TO BE PLACED IN THE EQUIPMENT LINE OF THE POLICE DEPARTMENT
BUDGET #001-112-730.

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1. REQUEST APPROVAL TO PURCHASE A 3 POSITION VFD MOTOR CONTROL CENTER FOR THE TRIM CANE PUMP STATION UPGRADE FROM CONTROL SYSTEMS, INC., A SINGLE SOURCE, IN THE AMOUNT OF \$54,734.00.
2. REQUEST APPROVAL OF CHANGE ORDER #1 IN THE SUDDUTH ROAD SEWER INSTALLATION PROJECT WITH STIDHAM CONSTRUCTION IN THE AMOUNT OF \$2,084.50.

K. SANITATION DEPARTMENT – NO ITEMS

CONSENT ITEMS 2 – 17

2.

**APPROVAL OF A PROCLAMATION OF THE EXISTENCE
OF A LOCAL EMERGENCY
AND THE ENACTMENT OF THE LOCAL EMERGENCY
OPERATIONS PLAN EFFECTIVE NOVEMBER 30, 2010**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 7, 2010 Official Agenda with no objections to consent items, whereby the "approval of a Declaration of a Local Emergency and the Enactment of the Local Emergency Operations Plan effective November 30, 2010," is enumerated, this consent item is thereby unanimously approved.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY

City of Starkville, Mississippi

WHEREAS, Mayor and Board of Alderman for the City of Starkville, Mississippi, do hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City caused by severe storms and high winds commencing on or about 10:30 PM on the 29th day of November;2010, and;

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City ; and shall be reviewed every seven (7) days until such local emergency is no longer in effect and proclaimed terminated by the Mayor and Board of Alderman of the City of Starkville , State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City Emergency Operations Plan.

DATE: November 30, 2010

Mayor

ATTEST:

Clerk of City

Alderman

Alderman

City of Starkville
State of MS

Alderman

Alderman

Alderman

3.

APPROVAL OF THE RE-APPOINTMENT OF P.C. MCLAURIN, JR. TO THE GOLDEN TRIANGLE REGIONAL WASTE MANAGEMENT AUTHORITY FOR THE TERM ENDING DECEMBER 31, 2014

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 7, 2010 Official Agenda with no objections to consent items, whereby the "approval to re-appoint P.C. McLaurin, Jr. to the Golden Triangle Regional Waste Management Authority for the term ending December 31, 2014" is enumerated, this consent item is thereby unanimously approved.

4.

APPROVAL OF THE RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000) TO RAISE MONEY FOR THE PURPOSE OF REFUNDING ALL OR ANY PORTION OF THE MUNICIPALITY'S GENERAL OBLIGATION ELECTRIC SYSTEM BONDS, SERIES 2001, AND PAYING THE RELATED COSTS OF THE ISSUANCE, SALE AND DELIVERY OF SAID REFUNDING BONDS AND OF THE REDEMPTION OF SAID GENERAL OBLIGATION BONDS; PRESCRIBING THE

FORM AND INCIDENTS OF SAID REFUNDING BONDS; PROVIDING FOR THE LEVY OF A SUFFICIENT AMOUNT OF TAXES FOR THE PAYMENT OF SAID REFUNDING BONDS; MAKING PROVISION FOR MAINTAINING THE TAX – EXEMPT STATUS OF SAID REFUNDING BONDS; APPROVING AND AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID REFUNDING BONDS; AUTHORIZING THE OBTAINING OF A RATING WITH RESPECT TO SAID BONDS; AND FOR RELATED PURPOSES

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 7, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Resolution Authorizing and Directing the Issuance of General Obligation Refunding Bonds, Series 2011, of the City of Starkville, Mississippi, in the maximum aggregate principal amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) to raise money for the purpose of refunding all or any portion of the municipality's General Obligation Electric System Bonds, Series 2001, and paying the related costs of the Issuance, Sale and Delivery of said Refunding Bonds and of the Redemption of said General Obligation Bonds; prescribing the form and incidents of said Refunding Bonds; providing for the levy of a sufficient amount of taxes for the payment of said Refunding Bonds; making provision for maintaining the tax-exempt status of said Refunding Bonds; Approving and Authorizing Execution of a Bond Purchase Agreement with respect to said Refunding Bonds; Authorizing the obtaining of a rating with respect to said Bonds; and for related purposes," is enumerated, this consent item is thereby unanimously approved.

RESOLUTION

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000) TO RAISE MONEY FOR THE PURPOSE OF REFUNDING ALL OR ANY PORTION OF THE MUNICIPALITY'S GENERAL OBLIGATION ELECTRIC SYSTEM BONDS, SERIES 2001, AND PAYING THE RELATED COSTS OF THE ISSUANCE, SALE AND DELIVERY OF SAID REFUNDING BONDS AND OF THE REDEMPTION OF SAID GENERAL OBLIGATION BONDS; PRESCRIBING THE FORM AND INCIDENTS OF SAID REFUNDING BONDS; PROVIDING FOR THE LEVY OF A SUFFICIENT AMOUNT OF TAXES FOR THE PAYMENT OF SAID REFUNDING BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF SAID REFUNDING BONDS; APPROVING AND AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID REFUNDING BONDS; AUTHORIZING THE OBTAINING OF A RATING WITH RESPECT TO SAID BONDS; AND FOR RELATED PURPOSES.

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

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

"Act" shall mean Sections 31-27-1 through 31-27-25, Mississippi Code of 1972, as amended.

"Beneficial Owner" shall mean purchasers of interests in the Bonds.

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

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

"Bondholder" or "Holder" shall mean the Registered Owner of any Bond issued pursuant to this Bond Resolution.

"Bonds" shall mean the \$2,750,000 maximum principal amount General Obligation Refunding Bonds, Series 2011, of the Municipality authorized and directed to be issued in this Bond Resolution for the Refunding. Such Bonds may be issued as one or more series and sold pursuant to the Bond Purchase Agreement.

"Bond Fund" shall mean the Bond Fund of the Municipality provided for in Section 13 hereof.

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

"Bond Resolution" shall mean this resolution as the same from time to time may be amended.

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

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

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

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate or Certificates to be executed by the Municipality and dated the date of issuance and delivery of any of the Bonds, as originally executed and as same may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance Fund" shall mean the Costs of Issuance Fund provided for in Section 15 hereof.

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

"Event of Default" shall mean an event of default as described in Section 18 of this Bond Resolution.

"Fiscal Year" shall mean the period beginning on October 1 of one year and ending on September 30 of the following year.

"Mayor" shall mean the Mayor of the Municipality.

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

“Participating Underwriter” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“Paying Agent” shall mean any bank, trust company or other institution hereafter designated by the Municipality to make payments of the principal of and interest on the Bonds and to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Municipality.

“Payment Dates” shall mean any dates on which interest or principal and interest on any of the Bonds is payable pursuant to the Bond Purchase Agreement.

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

“Record Date” shall mean, as to interest payments on any Bonds, the 15th day of the month preceding the dates set for payment of interest on such Bonds and, as to payments of principal on any Bonds, the 15th day of the month preceding the maturity or redemption date applicable to such Bonds.

“Record Date Registered Owner” shall mean the Registered Owner as of the Record Date.

“Refunded Bonds” shall mean all or any portion of the Series 2001 Bonds maturing after April 1, 2011, which are to be refunded with a portion of the proceeds of the Bonds, as specified in the Bond Purchase Agreement.

“Refunding” shall mean providing for the payment of the principal amount of the Refunded Bonds, redemption premiums (if any) and interest accrued or to accrue to the date of redemption of the Refunded Bonds, and the related costs of the issuance, sale and delivery of the Bonds and of the refunding of the Refunded Bonds.

“Registered Owner” shall mean the Person whose name shall appear in the registration books of the Municipality maintained by the Paying Agent with respect to any of the Bonds.

“Representation Letter” shall mean the blanket representation letter to DTC pertaining to book-entry obligations of the Municipality.

“Series 2001 Bond Resolution” shall mean the resolution of the Board adopted February 20, 2001, pursuant to which the Series 2001 Bonds were issued.

“Series 2001 Bonds” shall mean the General Obligation Electric System Bonds, Series 2001, of the Municipality dated April 1, 2001, in the original aggregate principal amount of \$4,000,000.

“Series 2001 Bonds Paying Agent” shall mean The Peoples Bank, Biloxi, Mississippi.

“Series 2001 Project” shall mean the electric system facilities and properties erected, acquired, repaired, improved or extended as described in the Series 2001 Bond Resolution and financed with the proceeds of the Series 2001 Bonds.

“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).

“Underwriter” shall mean Duncan-Williams, Inc., Memphis, Tennessee.

(b) Number and Gender: Interpretation. 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. Captions in this Bond Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Bond Resolution.

2. The Municipality is authorized under the provisions of the Act to issue its Bonds for the Refunding. It is advisable and in the public interest to issue the Bonds for the purposes stated herein.

3. The estimated cost of the Refunding is not in excess of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), and the amount of the Bonds will not exceed such amount as is reasonably expected to be needed and used for the Refunding plus other moneys of the Municipality to be used for the Refunding.

4. Pursuant to the Act, the Municipality is negotiating privately for the sale of the Bonds, such sale to be consummated pursuant to the Bond Purchase Agreement, and it is necessary and appropriate for the Municipality to approve the Bond Purchase Agreement and to authorize the Mayor to execute the Bond Purchase Agreement on behalf of the Municipality provided that: (a) the Bonds shall be sold at a price which results in net present debt service value savings to the Municipality of not less than two percent (2%) of the par amount of the Refunded Bonds, (b) the aggregate principal amount of the Bonds shall not exceed \$2,750,000, (c) the Bond Purchase Agreement shall be executed within one hundred eighty (180) days of the date of adoption of this Bond Resolution, (d) the term of the Bonds does not exceed the term of the Refunded Bonds and (e) no interest rate shall exceed eleven percent (11%) per annum.

5. The Municipality plans to refund the Refunded Bonds with a portion of the proceeds of the Bonds.

6. The assessed value of taxable property within the Municipality, according to the last completed assessment for taxation, is _____ Dollars (\$_____); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, in the amount of _____ Dollars (\$_____), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972 (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit) in the amount of _____ Dollars (\$_____); the issuance of the Bonds, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

7. The Refunding shall result in an overall net present value savings to maturity of not less than two percent (2%) of the Refunded Bonds.

8. The Board is now fully authorized pursuant to the Act to issue the Bonds in the amount and for the purposes hereinafter set forth and is authorized to issue such Bonds registered as to principal and interest in the form and manner hereinafter provided for by Chapter 21 of Title 31, Mississippi Code of 1972.

9. The 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 Ten Million (\$10,000,000) of qualified tax-exempt obligations (other than deemed designated bonds and private activity bonds which are not qualified 501(c)(3) bonds) in calendar year 2011. It is necessary to designate the Bonds as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

10. 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 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 Bonds from gross income for federal income tax purposes since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

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

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

13. It has now become necessary to make provision for the preparation, execution and issuance of the Bonds, in one or more series, to make provision for the payment of interest on the Refunded Bonds coming due through the date of redemption thereof, and for the call and redemption of such Refunded Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

SECTION 1. Bond Resolution as Contract. In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, this Bond Resolution shall constitute a contract between the Municipality and the Registered Owners from time to time of the Bonds. The pledge 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 of the 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.

SECTION 2. Authorization, Amount and Purpose. The Bonds are hereby authorized and directed to be issued in the maximum principal amount of \$2,750,000, in one or more series, to raise money for the Refunding as authorized by the Act. Notwithstanding anything herein to the contrary, the Mayor may execute one or more Bond Purchase Agreements for the sale and issuance of one or more

series of the Bonds; provided that together such Bond Purchase Agreements shall comply with the requirements of Section 16 hereof.

SECTION 3. Sale and Terms of the Bonds. The actual amount of the Bonds to be issued pursuant to this Bond Resolution shall be specified in the Bond Purchase Agreement (which may be one or more agreements), not to exceed the maximum aggregate principal amount authorized for the Bonds in this Bond Resolution. The Bonds shall be sold to the Underwriter in accordance with the requirements of Section 16 hereof. The Bonds shall be issued as fully registered bonds; shall be dated such date as is subsequently set out in the Bond Purchase Agreement; shall be in the denomination of \$5,000 each or any integral multiple thereof up to the amount of a single maturity; shall be numbered consecutively in numerical order from 1 upward for each series; shall bear interest from the date thereof at the rates set out in the Bond Purchase Agreement authorized herein, payable semiannually on such dates in each year as are specified in the Bond Purchase Agreement, commencing on a date to be specified in the Bond Purchase Agreement; and shall mature, subject to prior redemption, if any, as hereinafter provided, on the dates and in the years and principal amounts set out in the applicable Bond Purchase Agreement.

SECTION 4. Bonds. (a) Mandatory Sinking Fund Redemption. The Bonds may be subject to a mandatory sinking fund redemption prior to their scheduled maturity on the dates and in the years and in the principal amounts set out in the Bond Purchase Agreement. If any Bonds are term bonds subject to mandatory sinking fund redemption, the redemption price will be one hundred percent (100%) of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the Bond Fund.

(b) Optional Redemption Provisions. The Bonds may be subject to optional redemption if so provided in the Bond Purchase Agreement at the price or prices and on the dates specified in the Bond Purchase Agreement. Such Bonds may be subject to redemption prior to their respective maturities at the option of the Municipality if so provided in the Bond Purchase Agreement either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to all Registered Owners of the 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 Bonds of a maturity are to be redeemed, the particular 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 Municipality may provide for the selection of portions of the principal of Bonds (in integral multiples of \$5,000), and for all purposes of this Bond Resolution, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

SECTION 5. (a) Bonds Registered as Obligations: Registration and Validation Certificate. When the 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 Clerk in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon each of the Bonds, over his signature (or a facsimile thereof) and the seal of the Municipality (or a facsimile thereof), his certificate in substantially the form set out in Section 7 hereof.

(b) Execution. The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Bonds, other than the signature of an authorized signatory 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 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.

(c) Delivery; Bond Transcript; Legal Opinion. The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of the Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Items Filed With Paying Agent. Prior to or simultaneously with the delivery by the Paying Agent of the Bonds, the Municipality shall file with the Paying Agent:

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

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

(e) Authentication. The Paying Agent shall authenticate the Bonds upon receipt of the items listed above in paragraph (d) of this Section and deliver them to the Underwriter thereof upon payment of the purchase price of the Bonds to the Municipality.

(f) Bond Certificates. Bond certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the Municipality to meet the reasonable transfer and reissuance needs of the Bonds, may be printed and delivered to the Paying Agent in generally accepted form, and held by the Paying Agent until needed for transfer or reissuance, whereupon the Paying Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder.

SECTION 6. (a) Designation of Paying Agent. The Paying Agent for the Bonds, which shall serve as paying agent, registrar and transfer agent, shall be such bank as is designated in the Bond Purchase Agreement. The Paying Agent shall serve as paying agent, registrar and transfer agent for the Bonds.

(b) Paying Agent as Transfer Agent. So long as any of the Bonds shall remain outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Bonds. The Paying Agent is hereby appointed registrar for the 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) Fees and Expenses of Paying Agent. The Municipality shall pay or reimburse the Paying Agent 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) Change of Paying Agent. (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 this 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 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 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 appointed under the provisions hereof shall be a bank, trust company or national banking association having a combined capital and surplus of at least Twenty-Five Million Dollars (\$25,000,000), 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 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 Bond Resolution.

(e) Successor Corporation or Association 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 Section 6(d)(iv) hereof.

SECTION 7. Bond Form. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution or as shall be approved by the officers of the Municipality executing the Bonds, with their execution of such Bonds to be conclusive evidence of such approval:

[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

OKTIBBEHA COUNTY

CITY OF STARKVILLE

GENERAL OBLIGATION REFUNDING BOND

SERIES 2011

NO. _____

\$ _____

| | | | | |
|-------------------------|-----------------|-------------|-------------------|--------------|
| | | | Original Dated | |
| <u>Rate of Interest</u> | <u>Maturity</u> | <u>Date</u> | | <u>CUSIP</u> |
| _____% _____, _____ | _____1, _____ | | | |

Registered Owner:

Principal Amount: DOLLARS

The City of Starkville, in the State of Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, to the Registered Owner identified above, upon the presentation and surrender of this Bond at the principal corporate trust office of _____, _____, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Refunding Bonds, Series 2011, of the Municipality (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof whose name shall appear in the registration books of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the 15th day of the calendar month preceding the maturity date hereof.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Bond Resolution (as hereinafter defined).

The Municipality further promises to pay interest on such principal amount from the date of this Bond (or, if this Bond shall have been issued as a result of a transfer or exchange of another Bond, from the most recent interest payment date to which interest on such transferred or exchanged Bonds shall have been paid) at the rate of interest per annum set forth above, on _____1, _____, 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 Bond shall be made by check or draft mailed on the date on which such principal and interest shall be due and payable (or, with respect to principal, such later date on which this Bond shall be presented and surrendered for payment as provided herein) to such Registered Owner at his address as it appears on such registration books. 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.

[The Bonds maturing on _____ 1, 20____, are term bonds subject to mandatory sinking fund redemption prior to their scheduled maturity on _____ of the years listed below at a redemption price of one hundred percent (100%) of the principal amount redeemed plus accrued interest to the redemption date in accordance with the following schedule:

YEAR

PRINCIPAL AMOUNT

*Final Maturity]

[Bonds maturing after _____ 1, 20____, are subject to redemption prior to their respective maturities at the option of the Municipality on and after _____ 1, 20____, in whole or in part on any date, and by lot within each maturity, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Municipality may provide for the selection of portions of the principal of Bonds (in integral multiples of \$5,000), and for all purposes of this Bond and the Bond Resolution (as hereinafter defined), all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days and not more than sixty (60) days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed.]

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-27-1 through 31-27-25, 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 _____, 20____ (the "Bond Resolution").

This 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 by the Municipality in the aggregate authorized principal amount of _____ Dollars (\$ _____) to raise money for the purpose of refunding all or a portion of the Municipality's General Obligation Electric System Bonds, Series 2001, dated April 1, 2001, maturing after April 1, 2011 (the "Refunded Bonds"), and paying the related costs of the issuance, sale and delivery of said refunding bonds and of the redemption of said general obligation bonds, and paying the related costs of the issuance, sale and delivery of the Bonds and of the redemption of the Refunded Bonds. The Refunded Bonds were issued for the Series 2001 Project.

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

This Bond may be transferred by the Registered Owner hereof in person or by his attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new 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.

The Bonds shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually, to the extent necessary, without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent necessary, a special tax upon all taxable property within the geographical limits of the Municipality shall be levied annually as required by law, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same comes due.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the 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 Bonds, in order to make the same legal and binding general 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. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the Municipality are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Municipality has caused this 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, with the seal of the Municipality impressed or imprinted hereon, which said facsimile signatures and seal said officials adopt as and for their own proper signatures, all as of the ____ day of _____, 20____.

CITY OF STARKVILLE, MISSISSIPPI

Mayor

COUNTERSIGNED:

City Clerk

(Seal)

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

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Refunding Bonds, Series 2011, of the City of Starkville, Mississippi.

_____, Mississippi,
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

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

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____.

(SEAL)

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto_____

(Name and Address of Assignee)

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

Signature guaranteed:

(Guarantor Institution)

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

particular, without any alteration whatever.

(Authorized Signatory)

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

Date of Assignment: _____

Insert Social Security Number of Other
Tax Identification Number of Assignee: _____

SECTION 8. Replacement of Bond Certificates. In case any Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such 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 Bond stolen, destroyed or lost, his filing with the Municipality or the Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Municipality or the 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 incurred in connection with issuing a new Bond in replacement or substitution thereof, however remote.

SECTION 9. Security for Payment. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment, if any), there shall be and is hereby levied, to the extent necessary, a direct, continuing special tax upon all of the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment, if any). Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes for the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, 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 10. Certificate of Registration and Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the appropriate Paying Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Paying Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 11. (a) Initial Registration, Bonds. In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of execution of the Bond Purchase Agreement, or at such other later date as may be designated by the Municipality, one Bond registered in the name of the Underwriter may be issued in the full amount of each maturity of the Bonds. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Paying Agent shall re-register any such Bond upon its books in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

(b) Registered Owner as Owner, Bonds. Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the Municipality maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 12. (a) Transfers, Bonds. Each Bond shall be transferable only in the records of the Municipality upon surrender thereof at the 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 Bond, the Municipality, acting through its Paying Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) Paying Agent to Transfer in Accordance with Bond Resolution. In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent, acting through its officers, employees or agents, shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

(c) Expenses of Transfer. The Municipality or the Paying Agent may require payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of Bonds. All other expenses incurred by the Municipality or the Paying Agent in connection with any transfer of Bonds shall be paid by the Municipality.

SECTION 13. (a) Bond Fund. The Municipality shall maintain with a qualified depository thereof a Bond Fund in the name of the Municipality for the payment of the principal of and interest on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), and the payment of Paying Agents' fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

(1) the accrued interest and premium, if any, received upon delivery of the Bonds;

(2) the avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;

(3) the avails of the special assessment described in Section 9(b) hereof, along with interest thereon;

(4) any income received from investment of moneys in the Bond Fund; and

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

(b) Payments from Bond Fund. As long as any principal of and interest on the Bonds remains outstanding, the Municipality shall withdraw from the Bond Fund sufficient moneys to make the payments herein provided for and transfer same to the account of the Paying Agent in time to

reach said Paying Agent prior to the date on which said interest or principal and interest shall become due, and in accordance with any statutory requirements.

SECTION 14. (a) Payments of Principal. Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the appropriate Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

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

(c) Method of Payment; Change of Address. Principal of and interest on the Bonds shall be paid by check or draft delivered directly to or mailed on the date on which principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) to 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 principal or interest payment date to be effective as of such date. At the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Paying Agent not later than the 15th day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date, payment shall be made by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Paying Agent.

SECTION 15. Bonds, Use of Proceeds. Upon initial delivery of the Bonds, the proceeds of the sale thereof shall be deposited as follows:

(a) Premium and Accrued Interest. The interest accrued on the Bonds from the dated date thereof to the date of delivery thereof and premium, if any, shall be deposited into the Bond Fund.

(b) Refunding. Such amount as shall be sufficient to accomplish the Refunding shall be paid to the Series 2001 Bonds Paying Agent to pay the principal of and interest on the Refunded Bonds.

(c) Costs of Issuance Fund. The balance of the proceeds of the sale of the Bonds shall be deposited into the Costs of Issuance Fund, hereby established, and held and disbursed for the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, sale, validation and delivery of the Bonds and the redemption of the Series 2001 Refunded Bonds. Any moneys remaining in the Costs of Issuance Fund after the purpose thereof has been satisfied shall be deposited into the Bond Fund.

SECTION 16. Bond Purchase Agreement. The form of the Bond Purchase Agreement attached hereto as **Attachment A** is hereby approved, and the Mayor is authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions and modifications as shall be approved by the Municipality and the Underwriter, the execution thereof by the Mayor to be conclusive evidence of such approval, provided that: (a) the Bonds shall be sold at a price which results in net present debt service value savings to the Municipality of not less than two percent (2%) of the par amount of the Refunded Bonds, (b) the aggregate principal amount of the Bonds shall not

exceed \$2,750,000, (c) the Bond Purchase Agreement shall be executed within one hundred eighty (180) days of the date of adoption of this Bond Resolution, (d) the term of the Bonds shall not exceed the term of the Refunded Bonds and (e) no interest rate shall exceed eleven percent (11%) per annum.

SECTION 17. Validation. The Bonds shall be submitted for validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 18. Events of Default; Remedies. An "Event of Default" as used in this Bond Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due; (b) failure to comply with any other of the covenants of the Municipality set out in this 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 (c) 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. Notwithstanding the foregoing, the Municipality's noncompliance with its obligations under Section 20 hereof and the Continuing Disclosure Certificate shall not constitute an Event of Default within the meaning of this Section.

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 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 issued under this Bond Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders under this Bond Resolution.

Nothing in this 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 Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner in said Bonds expressed.

SECTION 19. Redemption of the Refunded Bonds. (a) The Municipality, subject to issuance of the Bonds for such purpose, shall call the Refunded Bonds for redemption on April 1, 2011, or such other date as is specified in the Bond Purchase Agreement, at a price of par plus accrued interest to the date of redemption.

(b) Notice of such redemption shall be given at the times and in the manner required by the resolution authorizing and directing the issuance of the Series 2001 Bonds.

SECTION 20. Continuing Disclosure. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Bond Resolution, failure of the Municipality to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default pursuant to Section 18 hereof; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Section.

SECTION 21. Non-Arbitrage Bond Covenants; Nonarbitrage and Federal Tax Certificate. (a) The Municipality covenants and certifies to and for the benefit of the owners of the 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 Bonds, including amounts treated as proceeds, if any, which will cause the 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 Bonds, at the time of such action, investment or use.

(b) (1) In the event it is subsequently determined for any reason that rebates should be made on the Bonds, then the Municipality shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Bonds shall be treated as arbitrage bonds pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from nationally recognized bond counsel with respect to specific actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the 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 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 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 Bonds in a manner or for a price which would cause any of the Bonds to be or become arbitrage bonds, within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price" or "fair market value."

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

SECTION 22. Private Activity Bond Covenants; Tax Covenants.

- (a) The Municipality shall take such actions as may be necessary in order to assure that the Bonds are not private activity bonds within the meaning of Section 141 of the Code.
- (b) The Series 2001 Bonds are not, and none of the Bonds will be, private activity bonds as such term is defined in the Code.
- (c) No more than 10% of the proceeds of the Series 2001 Bonds have been or will be used (within the meaning of Section 141 of the Code), directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).
- (d) No more than 10% of the Series 2001 Project has been used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit. No more than 10% of any property with respect to which all or any part of the proceeds of the Bonds have been or will be used, directly or indirectly, in a trade or business carried on by any person other than a “governmental unit”.
- (e) None of the proceeds of the Series 2001 Bonds have been or will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such proceeds. None of the proceeds of the Bonds will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such proceeds.
- (f) The amount, if any, of the proceeds of the Series 2001 Bonds used with respect to any private business use which was or is related to a governmental use of such proceeds of the Series 2001 Bonds has not exceeded and will not exceed the amount of proceeds of such bonds which were used for the governmental use to which such private business use relates. The amount, if any, of the proceeds of the Bonds used with respect to any private business use which is related to a governmental use of such proceeds of the Bonds will not exceed the amount of such proceeds used for the governmental use to which such private business use relates.
- (g) None of the proceeds of the Series 2001 Bonds have been or will be, and none of the proceeds of the Bonds will be, used to make or finance loans for persons other than governmental units.
- (h) The payment of the principal of or the interest on more than 10% of the proceeds of the Series 2001 Bonds has not been and will not be (under the terms of the 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 of such property or to be derived from payments (whether or not to the District) in respect of property or borrowed money used or to be used for a private business use. In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Bonds be (under the terms of the 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 of such property or to be derived from payments (whether or not to the District) in respect of property or borrowed money used or to be used for a private business use.

(i) 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 (1) were or are to be sold at substantially the same time as the Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds, and (3) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

(j) The Municipality covenants and certifies that no payment of principal of or interest on the Series 2001 Bonds has been or will be, and no payment of principal of or interest on the 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 2001 Bonds have been or will be, and none of the proceeds of the Bonds will be: (A) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or (B) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (i) the investment of the proceeds of the Series 2001 Bonds and the Bonds for initial temporary periods (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds were or are needed for the purposes for which the Series 2001 Bonds were issued and for which the Bonds are being issued; (ii) investments of a bona fide debt service fund (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in bonds issued by the United States Treasury; or (v) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(k) The Municipality covenants and certifies that, notwithstanding any provision of this 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 Bonds from gross income for purposes of federal income taxation, and it will take such reasonable action as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

SECTION 23. Bonds as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as a portion of the Ten Million Dollars (\$10,000,000) of qualified tax-exempt obligations for the 2011 calendar year within the meaning and for the purposes of Section 265(b)(3) of the Code.

SECTION 24. When Computations, Deposits or Rebate Payments Are Not Required. In the event it is determined the Bonds do not meet the requirements of paragraph (4) of Subsection 148(f), but 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 21 and 22 herein are not required to be made in order to maintain the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits or payments.

SECTION 25. Covenant Regarding Hedge Bonds. The Municipality reasonably expects that not less than eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds. No more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose

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

SECTION 26. Payments Due on Days Other Than Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any funds 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 payment of interest or principal 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, and no interest shall accrue for the period after such date.

SECTION 27. Rating Authorized. The Mayor and/or Clerk are hereby authorized to obtain a bond rating or ratings with regard to the sale of the Bonds, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if such officials determine that obtaining such rating or ratings will result in a net savings with regard to the sale of the Bonds.

SECTION 28. Book-Entry Only System. Notwithstanding anything herein to the contrary, if so provided in the Bond Purchase Agreement, the Bonds shall be initially issued in the form of a separate, single and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 29 hereof, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipality and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of this Bond Resolution to the contrary, the Municipality and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in this Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to this Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words — "Cede & Co." in this Bond Resolution shall refer to such new nominees of DTC.

SECTION 29. Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Bond Resolution.

SECTION 30. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 31. Modification or Amendment. (a) No material modification or amendment of this 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 Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the 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 Bonds, as the same mature and become due, or reduce such percentage of Holders of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

(b) The foregoing shall not be construed to prohibit supplemental amendments of this 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 Bond Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defective or inconsistent provision contained in this Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under this 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 Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Bonds; or

(3) to subject to the pledge herein contained additional revenues or receipts.

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

SECTION 32. Repealer; Effective Date. All orders, resolutions or proceedings of the Board in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the _____ day of December, 2010.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Markeeta Outlaw, City Clerk

(SEAL)

ATTACHMENT A

Bond Purchase Agreement

BOND TRANSCRIPT CERTIFICATE

STATE OF MISSISSIPPI
OKTIBBEHA COUNTY

I, Markeeta Outlaw, the duly appointed, qualified and acting City Clerk of the City of Starkville, Mississippi, hereby certify that the following persons have constituted the duly qualified and acting members of the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") at all times relative to the proceedings pertaining to the issuance of the General Obligation Refunding Bonds, Series 2011, of the Municipality, in the maximum principal amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), to be dated pursuant to the Bond Purchase Agreement therefor (the "Bonds"): Ben Carver , Richard Corey, Jeremiah Dumas, Eric Parker, Roy A' Perkins, Sandra C. Sistrunk and Henry N. Vaughn, Sr.

I further certify that Parker Wiseman was the duly qualified and acting Mayor of the Municipality at all times relative to the proceedings pertaining to the issuance of the Bonds.

I further certify that the time set for holding regular meetings of the Mayor and Board of Alderman (the "Governing Body") as set by its order is on the first and third Tuesday of each month at 5:30 o'clock p.m, unless otherwise specified by the Governing Body.

I hereby certify that the attached and foregoing pages included in this bond transcript constitute a full, true and complete transcript of all of the proceedings of the Board which relate to and/or affect the issuance and sale of the Bonds.

I further certify that this transcript includes all legal papers pertaining to the issuance of the Bonds, including excerpts of minutes of meetings of the Board, resolutions and proofs of publication, all of which are on file and that all of the minutes for the meetings presented in this transcript have been properly signed as required by law.

I further certify that none of these proceedings or resolutions of the Board in the matter of the issuance and sale of the Bonds have been amended, modified, vacated or rescinded in any manner, except as may be indicated; and that all resolutions contained herein have been submitted to and approved by the Mayor; and that no appeal has been taken from any of the actions of the Board in connection with said matter.

I further certify that to the best of my knowledge there is no litigation now pending or threatened in any way involving the issuance and sale of the Bonds.

WITNESS MY SIGNATURE AND OFFICIAL SEAL, this the ____ day of December, 2010.

CITY OF STARKVILLE, MISSISSIPPI

Markeeta Outlaw, City Clerk

SUBMITTED TO AND APPROVED BY:

Parker Wiseman, Mayor

(SEAL)

5.

**APPROVAL OF THE AGREEMENT WITH AMERICAN MUNICIPAL SERVICES
(AMS) TO COLLECT THE DELINQUENT ACCOUNTS ON BEHALF OF
THE CITY OF STARKVILLE, MISSISSIPPI**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 7, 2010 Official Agenda with no objections to consent items, whereby the "approval of the agreement with American Municipal Services (AMS) to collect the delinquent accounts of behalf of the City of Starkville, Mississippi" is enumerated, this consent item is thereby unanimously approved.



American Municipal Services
Corporate Office
3724 Old Denton Road
Carrollton, TX 75007
Phone: 888-290-5660
Fax: 469-568-1119
Web: www.amsltd.us

COLLECTION AGREEMENT **(Unpaid Court Fines and Assessments)**

The City of Starkville, Mississippi hereinafter collectively referred to as "Municipality" desires to utilize the services of American Municipal Services, ("AMS"), to perform collection activities for the Municipality, and American Municipal Services desires to undertake such collection activities. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement.

The Starkville Municipal Court may at its discretion refer uncollected court fines and assessments to AMS. No specific number or dollar amount of unpaid court fines and assessments that will be sent to AMS is represented or guaranteed by the court. AMS agrees to use their best efforts to collect those unpaid fines and assessments sent to AMS by the court. AMS agrees to skip trace those accounts where it is determined a good address is not known, to send each defendant a minimum of four letters, and to contact each defendant by telephone in an effort to have the defendant pay any unpaid fine and/or assessment costs due to the court. AMS will limit all telephone calls to between the hours of 8:00 am and 8:00 pm from Monday through Friday, and between the hours of 8:00 am and 2:00 pm on Saturdays. No defendant is to be phoned on Sundays. All contacts between AMS staff and defendants are to be by telephone or by mail. No personal contacts are to ever occur. AMS agrees to honor a defendants request to contact the defendant during specified hours, or at a specified location.

AMS will arrange for all defendants to send their payments directly to the Starkville Municipal Court. In the event a payment is sent to AMS by a defendant, AMS will immediately forward that payment to the court. AMS agrees that it will not deposit, endorse or otherwise negotiate any funds belonging to the court.

Twenty-Five percent (25%) will be added to the amount a defendant owes for each offense as a collection fee. AMS, for its collection services with these accounts, is to be paid the Twenty Five Percent (25%) that is added to each offense. AMS agrees to invoice the Municipality on or about the fifteenth (15th) day of each month for the previous months collections, said invoices being due and payable within thirty (30) days. AMS will not be paid on an account if the defendant pays the fine or assessment prior to being contacted by AMS, the case is dismissed by the court for whatever reason, or the defendant is arrested.

All expenses in the collection process, including labor, postage, telephone, skip tracing, etc. shall be paid for by AMS. AMS is an independent contractor, and as such is not to be in any way considered an employee, agent, or representative of the Municipality. AMS agrees to constantly monitor their employees to insure all contacts with defendants are done in a polite, courteous, and helpful approach.

The Municipality agrees to review with AMS on a regular basis the amounts paid on those court fines and assessments referred to AMS and to answer questions on specific accounts when a defendant claims they have already paid the fine or assessment, has served time for the offense, is the wrong person, or has had the case dismissed. AMS agrees to provide the Municipality and/or court with a report on all cases sent to AMS for collection within seven days of receipt by AMS and to monthly report to the Municipality and/or court on the cases AMS has for collection.

AMS is authorized to arrange payment schedules with Defendants and to authorize partial payments, as long as all unpaid fines and assessments are not reduced. The entire amount to be paid by the defendant must equal the total of the unpaid court fines and assessments established by the court, plus the collection fee. AMS agrees that they will first request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMS negotiate a payment plan. When a payment plan is established, AMS agrees to provide each defendant with a schedule of their payments, payment coupons and envelopes addressed to the court. AMS agrees to monitor each payment plan, and to telephone and write each defendant who fails to comply with the plan.

The court may withdraw any citation or warrant at any time from AMS. This contract shall have a term of one (1) year, commencing on the date it is signed by the municipality and shall automatically renew itself annually and continue in effect unless a party to this agreement notifies in writing the other party at least 30 days prior to its renewal date for it not to renew.

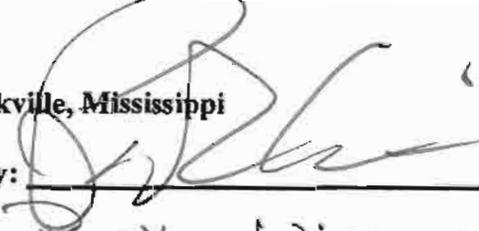
Municipality: City of Starkville Municipal Court

Address: 101 E. Lampkin, City Hall, Starkville, MS 39759

Telephone: 662-323-2525 ext 115 Fax: 662-615-4141

Contact person: Tony Rook, Court Administrator: trook@cityofstarkville.org

City of Starkville, Mississippi

Signature by:  Date: 12/8/2010

Print Name: Parker Wiseman Title: Mayor

American Municipal Services:

By: _____ Date: _____

Gregory L. Pitchford, Chief Financial Officer

INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services has agreed to use its best efforts to collect unpaid court fines and assessments for the below named Municipality; and,

WHEREAS, the below named Municipality desires to be released from and indemnified from any and all liability from the actions of American Municipal Services, its employees, staff, officers, and agents in the collection of the unpaid court fines and assessments; and,

WHEREAS, American Municipal Services, in order to obtain the business of collecting unpaid court fines and assessments of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services hereby agrees to indemnify, defend and hold harmless the below named Municipality from and against any and all loses, claims, demands, damages, suits or actions, of whatever type or nature, arising from, or in any way resulting from, or in any way connected with, any activity of American Municipal Services or its agents, attorneys, servants or employees in the handling and/or collecting of the below named Municipalities unpaid court fines and assessments.

Agreed to, this the ____ day of ____, 2010.

American Municipal Services:

By: _____

Gregory L. Pitchford, Chief Financial Officer

Municipality Court:

City of Starkville, Mississippi

6.

**APPROVAL OF PLANNING AND ZONING ITEM #FP 10-09: A FINAL
CONDOMINIUM PLAT FOR STARKVILLE STATION RV PARK AS
PROPOSED WITH THE 14 CONDITIONS AS RECOMMENDED
BY THE PLANNING AND ZONING COMMISSION**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 7, 2010 Official Agenda with no objections to consent items, whereby the "approval of Planning and Zoning item #FP 10-09: A Final Condominium Plat for Starkville Station RV Park as proposed with the 14 conditions as recommended by the Planning and Zoning Commission" is enumerated, this consent item is thereby unanimously approved.

THE PLANNING & ZONING COMMISSION'S RECOMMENDATION

for approval of the
"STARKVILLE STATION RV PARK"
Final Condominium Plat located at 100 Lincoln Green
Revisions made by the Board of Aldermen

1. The final condominium plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
2. The final plat shall meet the minimum requirements for C-2 zoning dimensions.
3. The covenants shall include provisions for the maintenance of common areas and the City Attorney's standard hold-harmless indemnification clause. The City Attorney's standard hold-harmless indemnification clause shall be included on the face of the final plat.
4. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to execution of the final plat by City staff.
5. Erosion control vegetation shall be established on all disturbed areas.
6. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
7. A bond or surety in the amount of 150% of the current cost of the proposed sidewalk improvements shall be provided prior to execution of the final plat by City staff.
8. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
9. A guarantee in the amount of 150% of the current cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
- ~~10. The applicant shall execute the standard agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets, sidewalks and utilities and the Board of Aldermen shall authorize the Mayor to execute same.~~
11. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.

12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
14. The placement of the dumpster enclosure shall be such that it does not block the sidewalk. The sidewalk shall be permitted to be adjacent to the back of the curb.

7.

**APPROVAL TO ADVERTISE FOR BIDS FOR THE
FLEET CONVERSION TO ALTERNATIVE FUELS FOR THE
ARRA SEP GRANT #GT11-0910-021 ON BEHALF OF THE CITY OF
STARKVILLE, OKTIBBEHA COUNTY AND MISSISSIPI STATE UNIVERSITY**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 7, 2010 Official Agenda with no objections to consent items, whereby the "approval to advertise for bids for the Fleet Conversion to Alternative Fuels for the ARRA SEP Grant #GT11-0910-021 on behalf of the City of Starkville, Oktibbeha County and Mississippi State University" is enumerated, this consent item is thereby unanimously approved.

8.

**APPROVAL AUTHORIZING THE MAYOR TO DRAFT
AND EXECUTE CORRESPONDENCE REQUESTING A
1.99% INCREASE
IN THE 2009 FAA AIP GRANT NO. 3-28-0068-014-2009**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 7, 2010 Official Agenda with no objections to consent items, whereby the "approval authorizing the Mayor to execute correspondence requesting a 1.99% increase in the 2009 FAA AIP Grant No. 3-28-0068-014-2009" is enumerated, this consent item is thereby unanimously approved.

9.

**APPROVAL OF FINAL PAY REQUEST #8 FROM APAC, INC. FOR
RUNWAY 18/36 REHABILITATION PROJECT IN THE AMOUNT OF
\$10,499.80 FROM AIP GRANT NO. 3-28-0068-014-2009**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 7, 2010 Official Agenda with no objections to consent items, whereby the "approval of Final Pay Request (#8) from APAC, Inc. for Runway 18/36 Rehabilitation Project in the amount of \$10,499.80 from AIP Grant No. 3-28-0068-014-2009" is enumerated, this consent item is thereby unanimously approved.

10.

**APPROVAL OF THE ENGINEERING CONTRACT WITH CLEARWATER
CONSULTANTS, INC. FOR DESIGN OF RUNWAY SAFETY AREA,
RUNWAY OBJECT FREE AREA AND DRAINAGE IMPROVEMENTS
IN THE AMOUNT OF \$109,900.00 FROM THE 2010 FAA AIP
GRANT NO. 3-28-0068-015-2010**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board, to approve the December 7, 2010 Official Agenda with no objections to consent items, whereby the "approval of the Engineering Contract with Clearwater Consultants, Inc. for design of the Runway Safety Area, Runway Object Free Area and Drainage Improvements in the amount of \$109,900.00 from the 2010 FAA AIP Grant No. 3-28-0068-015-2010" is enumerated, this consent item is thereby unanimously approved.

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
OWNER AND ENGINEER

This Agreement made and entered into this the ___ day of November, 2010, by and between the City of Starkville; hereinafter referred to as the OWNER and Clearwater Consultants, Inc.; hereinafter referred to as the ENGINEER; WITNESSETH

THAT WHEREAS, the OWNER contemplates funding to become available for improvements to the George M. Bryan Field, located in Starkville, Mississippi; and

WHEREAS, the OWNER is in need of professional engineering services; and the ENGINEER is desirous of providing professional engineering services on behalf of the OWNER;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The ENGINEER shall furnish and perform basic engineering services for the project development and design phase as described in the General Provisions attached hereto and made a part hereof for the engineering project described below, plus other work which might be authorized by the OWNER.

A. BASIC SERVICES

- 1. Project Development, Design and Bidding Phase Services for the following items of work:
 - 1.1 Runway 18-36 Runway Safety Area Improvements (East Side)
 - 1.2 Runway 18-36 Runway Safety Area Improvements (West Side)
 - 1.3 Runway 18-36 Runway Object Free Area Improvements
 - 1.4 Final Phase Drainage Improvements to the Main Storm Drain for the East side of the Airport

B. SPECIAL SERVICES

Should additions for Special Services as outlined in Section II of the General Provisions be required, the change in project cost shall be determined according to the Rate Schedule attached hereto and marked as Exhibit A. Outside services contracted for a specific project, such as professional and technical consultants, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 10 %.

C. COST OF SERVICES

The OWNER shall pay the ENGINEER for engineering services in accordance with the attached General Provisions, Scopes, and the Schedule of Fees described below:

| BASIC SERVICES SCHEDULE OF FEES | LUMP SUM |
|--|--------------|
| 1. 2010 AIP Project Development; Design, Bid and Grant Pre-Application and Application Phases for 2011 AIP | \$ 98,800.00 |

The estimated costs for the items of work included in Special Services are included in the Schedule of Fees described below. These costs are estimates based on information currently available to the ENGINEER. These costs are provided for budgetary purposes. No cost above those estimated will be incurred without prior approval by the OWNER. Actual costs will be billed as described above.

| SPECIAL SERVICES SCHEDULE OF FEES | ESTIMATED COST |
|---------------------------------------|----------------|
| Topographical Surveys | \$ 5,300.00 |
| Geotechnical Investigation and Report | \$ 2,200.00 |
| Environmental Permitting | \$ 3,600.00 |

Statements will be issued on a monthly basis.

Standard terms: Net 30 days. A service charge of 1% (12% per annum) will be added on all accounts outstanding more than 30 days from date of invoice.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: CITY OF STARKVILLE

ENGINEER: CLEARWATER CONSULTANTS, INC.

By: _____

By: _____

Title: Honorable Parker Wiseman
MAYOR

Title: Carey Hardin, P.E.
PRESIDENT

Attest: _____

Attest: _____

Title: _____

Title: _____

GENERAL PROVISIONS

These General Provisions are attached and made a part of the Agreement between the City of Starkville; (OWNER) and Clearwater Consultants, Inc. (ENGINEER).

For the scope of work described in the referenced Agreement, the ENGINEER shall perform professional services as hereinafter described, which shall include customary civil, structural, mechanical and electrical engineering services, planning services and customary architectural services incidental thereto. These services when performed in accordance with acceptable engineering and planning practice shall be the limits of the ENGINEER'S responsibility under the Agreement.

SECTION I - BASIC SERVICES

1. PROJECT DEVELOPMENT PHASE: After written authorization to proceed the ENGINEER shall:
 - 1.1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
 - 1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.
 - 1.3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.
 - 1.4. Prepare preliminary statement of probable construction cost for the project.
 - 1.5. Furnish three (3) copies of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.
2. DESIGN PHASE: After written authorization to proceed the ENGINEER shall:
 - 2.1. In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project and the design criteria to be used in final design.
 - 2.2. Prepare a design report in accordance with FAA criteria which shall include but not necessarily be limited to:
 - 2.2.1. An analysis of the manner that the work will be accomplished; and
 - 2.2.2. A statement of probable construction cost based upon the final design which is based on recent bid prices.
 - 2.3 Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.

- 2.4 Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.
- 2.5 Submit appropriate documents to state and federal agencies for approvals and permits.
- 2.6 Furnish to the OWNER four (4) copies of drawings, specifications, reports, estimates and contract documents.
3. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:
 - 3.1. Assist the OWNER in securing bids, tabulation and analysis of bid results.
 - 3.2. Assist the OWNER in preparation of contract documents for the award of construction contracts.
4. CONSTRUCTION PHASE: Not Used.

SECTION II - SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Prepare preapplications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance. Prepare OWNER'S applications for partial and final payment for submission to government agencies.
- D. Not Used.
- E. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- F. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.
- H. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.

- I. Extra Work Required to Revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- J. Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- K. Preparation of Disadvantaged Business Enterprise (DBE) Plans and/or Updates for existing DBE Plans, as required.

SECTION III - RESPONSIBILITIES OF THE OWNER

- A. OWNER shall provide all criteria and full information as to OWNER'S requirements for the Project; designate a person to act with authority on OWNER'S behalf in respect of all aspects of the Project; examine and respond promptly to ENGINEER'S submissions; and give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the work.
- B. OWNER shall also do the following and pay all costs incident thereto:
 1. Furnish to ENGINEER core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which ENGINEER may rely upon in performing his services.
 2. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.
 3. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.
 4. Provide for legal representation for defense of the Owner's officers, directors, employees, agents and other representatives who are parties to this Agreement against any claim or suit brought by any third party.
 5. Provide field control surveys and fixed reference points and base lines.
 6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

SECTION IV - METHOD OF PAYMENT

The ENGINEER'S compensation for the work described herein shall be based upon the schedule of fees described in the basic agreement.

- A. Basic Services

1. Partial payments for basic services in connection with the project development phase and/or the design phase shall be made monthly to the ENGINEER by the OWNER upon receipt of invoices which shall be based upon percentages of completion on the date of invoicing.
2. Partial payments for basic services in connection with the construction phase shall be made monthly to the ENGINEER by the OWNER upon receipt of invoices which shall be based upon the percentage of construction work completed by the construction contractor(s) at the time of invoicing.

B. Special Services

1. Basis of Compensation:
 - a. The OWNER will pay the ENGINEER for special services performed by personnel of the ENGINEER as established in the contract Schedule of Fees, paragraph B.
2. Terms and Conditions: The basis of compensation described above is based upon the following conditions:
 - a. Time charged to the project by engineering personnel will include the time that the applicable employees are engaged in actual work on the project at the ENGINEER'S office, at the site of the project, or in travel status in connection with the project.
 - b. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the project.
 - c. Charges will not be made to the project during periods of sickness, vacation or at any other times when personnel are not gainfully employed on the work.
 - d. Payment for all time worked by the Project Representative(s) in accordance with Section IV based on payroll records shall be made as a Special Service in accordance with Section B, Special Services. Project Representative(s) services shall begin with the date of the Notice to Proceed and extend through final release by the OWNER except during periods of contract stop orders when the Project Representative(s) Services shall be suspended, unless otherwise instructed by the OWNER and approved by the Federal Aviation Administration.
3. Payment Schedule:
 - a. Invoices shall be submitted at monthly intervals to the OWNER.
 - b. Standard terms: Net 30 days. A service charge of 1% (12% annum) will be added on all accounts outstanding over 30 days from date of invoice.

SECTION V - MISCELLANEOUS PROVISIONS

- A. Statements of probable construction cost: Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the statements of probable construction cost of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates

as compared to the contractor's bids or the project construction cost. The unit prices used in compiling the probable cost of construction will be based on recently received bids.

- B. Extra Work: It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in general scope of the project or its design, but not necessarily limited to, changes in size, complexity, project schedules character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate or alternate bids, when such revisions are due to causes beyond the ENGINEER'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be in accordance with Section B, Special Services.
- C. Reuse of Documents: All documents including drawings and specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this Agreement at the cost of reproduction.
- D. Responsibility of Engineer:
 - 1. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the ENGINEER under this agreement. The ENGINEER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.
 - 2. Approval by the OWNER or the FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.
 - 3. To the maximum extent permitted by law, the OWNER agrees to limit the ENGINEER'S liability for the OWNER'S damages to the sum of \$75,000 or the ENGINEER'S fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. The ENGINEER shall not be responsible for any time delays in the project caused by circumstances beyond the ENGINEER'S control.
 - 4. The ENGINEER is not responsible under this contract to audit Contractor's payrolls or records, or to check payrolls for compliance with wage rates or to act as foreman, superintendent, safety engineer, or for the safety of the CONTRACTOR'S personnel, or to guarantee the CONTRACTOR'S workmanship, or to enforce governmental clauses made part of the construction contract as a consideration of the OWNER receiving governmental loans and grants.

E. Termination:

1. This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience provided the ENGINEER is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
3. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, specifications, reports estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.
4. If this Agreement is terminated by either party, the ENGINEER shall be paid for services rendered and expenses incurred prior to the termination in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination. If termination of the Agreement occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER. If the Agreement is terminated by the OWNER for default of the ENGINEER the amount due the ENGINEER may be adjusted to the extent of any additional costs incurred by the OWNER as a result of the ENGINEER's default.

F. Remedies

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the ENGINEER is located.

G. Audit: Access to Records

1. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to the work under this Agreement in accordance with generally accepted accounting principles and practices. The OWNER, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, records and other evidence for the purpose of examination, audit, excerpts and transcriptions.

2. Records described above shall be maintained and made available during the performance under this Agreement and for a period of three years after the OWNER makes final payment and all other pending matters are closed.

H. Civil Rights Assurances

During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the OWNER or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the OWNER or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

I. Disadvantaged Business Enterprise (DBE) Assurances

- A. Policy: It is the policy of the DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
- B. DBE Obligation: The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Clearwater Consultants, Inc.
Rate Schedule - 2010

| | |
|-------------------------------------|--|
| Project Manager | \$ 135.00/Hour |
| Project Engineer | \$ 125.00/Hour |
| Engineer Intern (RPR) | \$ 85.00/Hour |
| CAD Draftsman (RPR) | \$ 85.00/Hour |
| Field Technician II (RPR) | \$ 58.00/Hour |
| Clerical/Admin/Data Processing | \$ 40.00/Hour |
| Process Design Consultant | \$ 150.00/Hour |
| Survey Crew w/Total Station | |
| Two-Man | \$105.00/Hour |
| Three-Man | \$135.00/Hour |
| <i>Travel</i> | |
| Auto | \$ 0.50/Mile (Auto) |
| Aircraft | Lower of actual cost or equivalent cost of common carrier. |
| Lodging & Meals | Actual Cost |
| Aerial Mapping | Actual Cost |
| <i>Other Direct Expenses</i> | Actual Cost + 10% |

11.

**APPROVAL OF CLAIMS DOCKET #12-7-10-A
FOR THE CITY OF STARKVILLE EXCLUDING
FIRE DEPARTMENT CLAIMS THROUGH DECEMBER 2, 2010
IN THE AMOUNT OF \$1,603,504.64 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 Jeremiah Dumas, and unanimously adopted by the Board to approve the December 7, 2010 Official Agenda, and to accept items for Consent, whereby the "Claims Docket #12-7-10-A which contains claims from all departments through December 2, 2010, except the Fire Department, with all claims totaling \$1,603,504.64" is enumerated, this consent item is thereby unanimously approved.

**CLAIMS DOCKET
12-07-10-A
DECEMBER 2, 2010**

| | | |
|--------------------------------------|-----|-----------------------|
| General Fund | 001 | \$614,135.83 |
| Restricted Police Fund | 002 | 445.85 |
| Restricted Fire Fund | 003 | 0.00 |
| Airport Fund | 015 | 133,669.10 |
| Sanitation | 022 | 60,285.36 |
| Landfill | 023 | 4,748.19 |
| Computer Assessments | 107 | 4,836.67 |
| City Bond and Interest | 202 | 0.00 |
| 2009 Road Maint. Bond | 304 | 509,287.16 |
| Fire Station No. 5 | 306 | 0.00 |
| American Recovery & Reinvestment Act | 309 | 0.00 |
| P & R Bond Series 2007 | 325 | 0.00 |
| Park & Rec Tourism 2% | 375 | 10,333.63 |
| Water/Sewer | 400 | 234,596.46 |
| Vehicle Maintenance | 500 | 18,650.65 |
| Hotel/Motel | 610 | 16,118.60 |
| 2% (VCC, EDA, MSU) | 630 | 62,510.73 |
| Electric | | 3,786,963.79 |
| TOTAL CLAIMS | | \$1,603,504.64 |

12.

**APPROVAL TO PURCHASE FINANCIAL SOFTWARE
FROM TYLER TECHNOLOGIES, INC.**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously adopted by the Board to approve the December 7, 2010 Official Agenda, and to accept items for Consent, whereby the "approval to purchase Computer Financial Software from Tyler Technologies, Inc. payment terms set at 3-years, \$45,000.00 annually" is enumerated, this consent item is thereby unanimously approved.

13.

**APPROVAL TO ADVERTISE TO FILL THE VACANT ‘MAINTENANCE
WORKER II’ POSITION IN THE STREET DEPARTMENT AT A GRADE 4
WITH AN ANNUAL SALARY OF \$18,325.21**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously adopted by the Board to approve the December 7, 2010 Official Agenda, and to accept items for Consent, whereby the "approval to advertise to fill the vacant (Maintenance Worker II) position in the Street Department at a Grade 4 with an annual salary of \$18,325.21" is enumerated, this consent item is thereby unanimously approved.

14.

**APPROVAL AUTHORIZING THE MAYOR TO EXECUTE A
REVISED CONTRACT WITH THE STARKVILLE HOUSING AUTHORITY
FOR THE ASSIGNMENT OF A FULL-TIME UNIFORMED OFFICER
EFFECTIVE DECEMBER 1, 2010**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously adopted by the Board to approve the December 7, 2010 Official Agenda, and to accept items for Consent, whereby the "approval to authorize the Mayor to execute a Revised Contract with the Starkville Housing Authority for the assignment of a full-time uniformed officer, effective December 1, 2010" is enumerated, this consent item is thereby unanimously approved.

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

This contract is made and entered into this 1st day of December, 2010, by and between the Starkville Housing Authority and the City of Starkville, Mississippi for and on behalf of the Starkville Police Department.

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

Section 1 – Statement of Work:

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

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

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

Section 2 – Equipment, Insurance and Uniforms:

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

Section 3 – Contract Price and Payment

The Starkville Housing Authority shall reimburse the City of Starkville at a rate of \$3,000.00 per month. This cost is inclusive of the salary, FICA taxes, insurance, retirement, worker's compensation, unemployment payroll taxes and any other fringe benefits currently provided by the City of Starkville to its full time police officers. This amount is subject to modification as the

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

Section 4 – Term

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

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

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

Parker Wiseman, Mayor
City of Starkville, Mississippi

Terry Thomas, President
Starkville Housing Authority Board of Directors

15.

**APPROVAL TO DECLARE TWO SEIZED VEHICLES
AND ELEVEN POLICE VEHICLES AS SURPLUS, AND
TO AUTHORIZE THE SALE OF SAID SURPLUS VEHICLES
VIA AN ON-LINE AUCTION AT www.govdeals.com**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously adopted by the Board to approve the December 7, 2010 Official Agenda, and to accept items for Consent, whereby the "approval to declare two seized vehicles and eleven police vehicles as surplus, and to authorize the sale of said surplus vehicles via an on-line auction at www.govdeals.com" is enumerated, this consent item is thereby unanimously approved.

**SURPLUS/AUCTION LIST
DECEMBER 2010**

| INVENTORY NO. | VIN NO. | YEAR | MAKE/MODEL |
|----------------------|-------------------|-------------|---------------------|
| 112-211 | 2FAFP71W24X169600 | 2004 | Ford Crown Vic |
| 112-0126 | 2FAFP71WX2X116270 | 2002 | Ford Crown Vic |
| 112-0128 | 2FAFP71W83X113529 | 2003 | Ford Crown Vic |
| 341 | 2FAFP71W5YX119330 | 2000 | Ford Crown Vic |
| 112-0176 | 2FAHP71W63X189016 | 2003 | Ford Crown Vic |
| 112-0158 | 2FAHP71W23X189014 | 2003 | Ford Crown Vic |
| 342 | 2FAFP71W7YX119331 | 2000 | Ford Crown Vic |
| 339 | 2FAFP71W8WX134840 | 1998 | Ford Crown Vic |
| 328 | 2FALP71W1TX156533 | 1996 | Ford Crown Vic |
| 330 | 2FALP71W5TX147267 | 1996 | Ford Crown Vic |
| 343 | 2FAFP71W9YX148023 | 2000 | Ford Crown Vic |
| 112-0593 | 1J4FX58SXVC570337 | 1997 | Jeep Grand Cherokee |
| 112-0594 | 1G3WH54T3PD306438 | 1993 | Oldsmobile Cutlass |

16.

**APPROVAL TO PURCHASE A 3 POSITION VFD MOTOR
CONTROL CENTER FOR THE TRIM CANE PUMP STATION UPGRADE
FROM CONTROL SYSTEMS, INC., AT A COST OF \$54,734.00**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously adopted by the Board to approve the December 7, 2010 Official Agenda, and to accept items for Consent, whereby the "approval to purchase a 3-position VFD Motor Control Center for the Trim Cane Pump Station upgrade from Control Systems, Inc., as a single source purchase, at a cost of \$54,734.00" is enumerated, this consent item is thereby unanimously approved. Control Systems, Inc., installed the original equipment and designed the monitoring, control and alarm software, thus the single source purchase from Control Systems, Inc., assure compatibility and a seamless integration into the SCADA system.

17.

**APPROVAL OF CHANGE ORDER #1 IN THE SUDDUTH ROAD
SEWER INSTALLATION PROJECT WITH
STIDHAM CONSTRUCTION IN THE AMOUNT OF \$2,084.50**

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously adopted by the Board to approve the December 7, 2010 Official Agenda, and to accept items for Consent, whereby the "approval of Change Order #1 in the Sudduth Road Sewer Installation Project with Stidham Construction in the amount of \$2,084.50" is enumerated, this consent item is thereby unanimously approved.

END CONSENT ITEMS

18.

**A MOTION TO APPROVE THE MINUTES OF THE
NOVEMBER 2, 2010 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN**

There came for consideration the matter of the Minutes of the November 2, 2010 Regular Meeting of the Mayor and Board of Aldermen. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board of Aldermen, to approve the minutes of the November 2, 2010 Regular meeting of the Mayor and Board of Aldermen as presented.

19.

**A MOTION TO APPROVE THE MINUTES OF THE
NOVEMBER 10, 2010 SPECIAL CALL MEETING OF THE
MAYOR AND BOARD OF ALDERMEN**

There came for consideration the matter of the Minutes of the November 10, 2010 Special Call Meeting of the Mayor and Board of Aldermen. After discussion, and

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Jeremiah Dumas, and unanimously approved by the Board of Aldermen, to approve the Minutes of the November 10, 2010 Special Call Meeting of the Mayor and Board of Aldermen as presented.

Mayor Parker Wiseman expressed gratitude to the City's workforce for clean-up response in the aftermath of a Tornado.

Mayor Parker Wiseman invited the Public to an Open House Tour of City Hall on December 10, 2010 beginning at 2:00 p.m. ending at 5:00 p.m., and on December 14, 2010 beginning at 4 p.m. ending at 7:00 p.m.

Mayor Parker Wiseman introduced the newest member to the City's workforce:

Mr. Terry Kemp – General Manager of the Starkville Electric Department

Alderman Ben Carver expressed gratitude to the Mayor, Board and City Staff for their service.

Alderman Ben Carver presented the "Employee of the Month" award for December, 2010 to Ms. Joanna Howard McLaurin, an employee (Accounts Payable Clerk) in the City Clerk's Office.

CITIZEN INVOLVEMENT

Mr. Alvin Turner, ward 7 requested that the Chief of Police speak to the incident in Pickens, AL regarding the kidnapping and sexual assault of a motorist after being stopped by a man impersonating a police officer. Chief Lindley gave advice to motorists to call 911 if they are stopped. He explained that 911 will have either direct or indirect information regarding legitimate traffic stops. Chief Lindley also stated that city police officers in unmarked cars have been instructed to refrain from making traffic stops unless accompanied by a marked unit.

Mr. Jim Gafford, ward 5, spoke to the Board regarding the role of the Transportation Committee and their opposition to the exemption being proposed to the Sidewalk Ordinance.

Ms. Kenna Walsh, ward 3, addressed the Board regarding the exemption to the Sidewalk Ordinance stating the obesity rate for the State of Mississippi, and state and federal mandates that ensure students have a venue to exercise by providing funding for bike paths and sidewalks, Ms. Walsh stated that political unit should pledge to encourage a healthy community and can be accomplished with a Sidewalk Ordinance.

Mr. Joe Fratesi, ward 3, addressed the Board regarding the process by which an exemption to the Sidewalk Ordinance is being proposed rather than the product itself. Mr. Fratesi gave his opinion that the Board does not appreciate the Transportation Committee's time and effort being devoted to the variance process.

Mr. Mark Duncan, ward 1, questioned the reason for wanting a variance.

Mr. Chris Scotbreath, ward 2, informed the Board that citizens have witnessed pedestrian traffic in the Industrial Park area. Mr. Scotbreath also expressed a concern in the Long Meadow area and their desire to walk in parts of the area included in a proposed exempt area.

Ms. Bethany Stitch, ward 1, informed the Board that the Transportation Committee has heard over 40 comments regarding the Sidewalk Ordinance. She requested that the Board respect the intent of the Ordinance and do not amend it in such a foolish manner.

Mr. Chris Taylor, ward 7, requested congratulatory remarks for Meadowview Baptist Church for their leadership in assisting citizens displaced by the recent tornado.

Ms. Dorothy Isaac, ward 6, stated that the Transportation Committee has worked in regards to the Sidewalk Ordinance. She urged the Board and the Committee to get together. Ms. Isaac also spoke to the Board regarding the citizens affected by the tornado.

20.

A MOTION TO ADOPT A RESOLUTION FOR THE COMMITMENT OF THE CITY OF STARKVILLE, MISSISSIPPI TO MEET THE REQUIREMENTS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COTTON MILL MARKETPLACE FOR LOW AND MODERATE INCOME JOB CREATION AVAILABILITY FOR THE PROJECT

There came for consideration the matter of the City of Starkville committing to meet the requirements of a Community Development Block Grant for low and moderated income job creation availability for the Cotton Mill Marketplace Project. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., and unanimously approved by the Board of Aldermen to adopt and approve a resolution committing the City of Starkville, Mississippi to meet the requirements of the Community Development Block Grant (CDBG) Cotton Mill Marketplace for low and moderate income job creation availability for the project.



THE CITY OF STARKVILLE

CITY HALL, LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

R E S O L U T I O N

WHEREAS, the City of Starkville has been awarded a Katrina Community Development Block Grant, Economic Development Public Improvements Category (Grant Number R-103-347-01-KED) by the Mississippi Development Authority, Community Services Division; and

WHEREAS, Special Condition II-R. of the Grant Agreement with effective dates of October 26, 2010, states that "The Sub-grantee shall submit to the Disaster Services Division, Mississippi Development Authority, a copy of the official minutes containing the resolution which must state firm commitment to the National Objective for this Community Development Block Grant project."

THEREFORE, BE IT RESOLVED by City of Starkville, Mississippi, assembled in Regular Session on the 7th day of December, 2010, that it is firmly

committed to the National Objective for this Community Development Block Grant project, which is making at least fifty-one percent (51%) of the 152 permanent, full-time jobs to be created by CottonMill Development Group, LLC, available to persons from low-and moderate-income households; and that the said CottonMill Development Group, LLC entered into a "Memorandum of Understanding" on the 20th day of October, 2010, agreeing, among other things, to accomplish same.

AND, BE IT FURTHER RESOLVED that Markeeta Outlaw, as City Clerk, is authorized and directed to transmit certified copies of this resolution to the said Mississippi Development Authority, Community Services Division, and other agencies as needed.

ADOPTED on this, the 7th day of December 2010, by the City of Starkville, Mississippi.

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 7th DAY OF DECEMBER, 2010.

(SEAL)

21.

**A MOTION TO APPROVE CALLING AND HOLDING THE
FIRST PUBLIC HEARING TO AMEND SIDEWALK ORDINANCE #2009-7
TO INCLUDE A GEOGRAPHIC AREA EXEMPT FROM THE SIDEWALK
ORDINANCE REQUIREMENTS**

There came for consideration the matter of amending the City of Starkville's Sidewalk Ordinance #2009-7 to provide for an area, defined by street names, exempt from ordinance requirements. The area contained between Industrial Park Road, Pollard Road, Miley Road and Airport Road is the proposed area for exemption to the Sidewalk Ordinance. After discussion, and

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Roy A'. Perkins to approve calling and holding a Public Hearing on Amending the City's Sidewalk Ordinance #2009-7 to include a geographical area contained between Industrial Park Road, Pollard Road, Miley Road and Airport Road to be exempt from the requirements of the City's Sidewalk Ordinance #2009-7. The Board voted as follows:

| | |
|----------------------------|-------------------|
| Alderman Ben Carver | Voted: <u>Yea</u> |
| Alderman Sandra Sistrunk | Voted: <u>Nay</u> |
| Alderman Eric Parker | Voted; <u>Yea</u> |
| Alderman Richard Corey | Voted: <u>Nay</u> |
| Alderman Jeremiah Dumas | Voted: <u>Nay</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 carried.

22.

**A MOTION TO APPROVE PLANNING AND ZONING
ITEM #CU 10-06: A CONDITIONAL USE TO ALLOW A FUNERAL
HOME IN A B-1 (BUFFER DISTRICT) ZONING DISTRICT
LOCATED AT 120 WEST GARRARD ROAD WITH
8 CONDITIONS AS RECOMMENDED BY THE
PLANNING AND ZONING COMMISSION**

There came for consideration the matter of a Conditional Use request to allow a Funeral Home in a B-1 (Buffer District) zoning district. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Roy A'. Perkins, to approve of Planning and Zoning Item #CU 10-06: a Conditional Use request to allow a Funeral Home in a B-1 (Buffer District) zoning district with eight (8) conditions as recommended by the Planning and Zoning Commission, the Board voted as follows:

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

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

THE PLANNING & ZONING COMMISSION'S RECOMMENDATION
for approval of the
"WEST GROUP CORPORATION Funeral Home"
Conditional Use located at 120 West Garrard Road

1. A detailed site plan review shall be conducted by the City's Development Review Committee upon approval by the Mayor and Board of Aldermen.
2. Building permits shall be secured and construction activities shall commence at the site within six (6) months of the approval by the Mayor and Board of Aldermen.
3. The proposed building shall comply with all relevant City ordinances, adopted building and fire codes. The proposed building shall also comply with any State requirements for use as a funeral home and mortuary establishment.
4. All applicable inspections, licenses and certifications from the City and State shall be obtained prior to the commencement of any funeral-related business activities at the site.
5. All hazardous wastes shall be disposed of properly in compliance with all State laws and City regulations.
6. If the use of the subject property changes, a conditional use review shall be required.
7. If it is necessary to remove more than 50% of the trees 6-inch caliper or larger in size located within 200 feet of Garrard Road, each tree removed beyond 50% shall be replaced with two trees of 4-inch caliper.
8. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

Alderman Ben Carver exited the meeting.

23.

**A MOTION TO APPROVE THE CITY OF STARKVILLE FIRE
DEPARTMENT CLAIMS AS OF DECEMBER 2, 2010**

There came for consideration the matter of the Starkville Fire Department claims submitted for payment in the amount of \$66,113.59 through December 2, 2010. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Henry Vaughn, Sr., to approve the City of Starkville Fire Department claims through December 2, 2010 totaling \$66,113.59, 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 carried.

**FIRE DEPARTMENT CLAIMS
PERIOD ENDING DECEMBER 2, 2010
DOCKET #12-07-10-A**

| | | |
|-----------------------|--------------|---------------------|
| FIRE DEPARTMENT | 001-161 | \$47,873.24 |
| FIRE PREVENTION | 001-162 | \$ 522.07 |
| FIRE TRAINING | 001-163 | \$ 8,797.28 |
| FIRE COMMUNICATIONS | 001-164 | \$ 4,408.82 |
| FIRE STATIONS & BLDGS | 001-167 | \$ 4,512.18 |
| | TOTAL | \$ 66,113.59 |

Alderman Ben Carver rejoined the meeting.

24.

**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 Henry Vaughn, Sr., duly seconded by Alderman Roy A. Perkins, 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.

25.

A MOTION DECLARING DISCUSSION REGARDING PENDING LITIGATION REGARDING BLUEFIELD WATER ASSOCIATION; POTENTIAL LITIGATION REGARDING AN UNNAMED CITY STREET; AND PERSONNEL MATTERS REGARDING PERFORMANCE OF A CITY EMPLOYEE AS PROPER CAUSE FOR EXECUTIVE SESSION

There came for consideration the matter to determine that discussion regarding Pending Litigation regarding Bluefield Water Association; Potential Litigation regarding and Unnamed City Street and Personnel Matters regarding performance of a city employee as proper cause for Executive Session. After discussion, and

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Roy A'. Perkins, that deliberations and findings concerning the discussion of Pending Litigation regarding Bluefield Water Association; Potential Litigation regarding and Unnamed City Street, and Personnel Matters regarding job performance of a city employee 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>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.

26.

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>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.

27.

**A MOTION TO
ENTER INTO EXECUTIVE SESSION FOR THE
DISCUSSION OF PENDING LITIGATION REGARDING BLUEFIELD WATER
ASSOCIATION; POTENTIAL LITIGATION REGARDING AN
UNNAMED CITY STREET AND PERSONNEL MATTERS
REGARDING JOB PERFORMANCE OF A CITY EMPLOYEE**

There came for consideration the matter of entering Executive Session to discuss Pending Litigation regarding Bluefield Water Association; Potential Litigation regarding and Unnamed City Street and Personnel Matters regarding job performance of a city employee. After discussion, and

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Richard Corey, to enter into an Executive Session to discuss the subjects named, 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.

28.

**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 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: Yea

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

29.

**A MOTION TO APPROVE EMPLOYING ROBERT W. ATKINS
AS COLLECTOR IN THE STARKVILLE ELECTRIC DEPARTMENT**

There came for consideration the matter of filling the vacant "Collectors" position in the Electric Department. After discussion, and

Upon the motion of Alderman Jeremiah Dumas, duly seconded by Alderman Ben Carver to employ Robert W. Atkins to fill the vacant Collector position in the Starkville Electric Department at a grade 8 step 1 with an annual salary of \$24,553.19 and the standard one year probationary period, the Board unanimously voted to approve the motion.

30.

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

Upon the motion of Alderman Richard Corey, duly seconded by Alderman Eric Parker, to recess until Tuesday, December 21, 2010, at 5:30 p.m., said meeting will be in the Boardroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS., the Board's vote was as follow:

| | |
|----------------------------|-------------------|
| 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.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2010.

MARKEETA OUTLAW, CITY CLERK

PARKER WISEMAN, MAYOR

(SEALED)