OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
November 2, 2021

Mayor
D. Lynn Spruill

Vice Mayor
Roy A'. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
Jeffrey Rupp
Mike Brooks
Hamp Beatty
Henry Vaughn, Sr.

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp

Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Human Resources Director
Navarrete Ashford

City Engineer
Edward Kemp

Court Clerk
Leigh-Anne Sallis

Park and Recreation Director
Brandon Doherty

Sanitation and Environmental Services Interim Director
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, NOVEMBER 2, 2021
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE OCTOBER 15, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 19, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 21-09 A REQUEST FOR A VARIANCE FROM WALL SIGN SIZE REQUIREMENTS FOR ROSEY BABY LOCATED AT 300 SOUTH JACKSON STREET IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 102A-00-100.00.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 6 WITH THE PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 16 WITH THE PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 EVERGLADE AVE BLDG. 19 WITH THE PARCEL NUMBER 118K-00-016.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVAL OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021 (MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF $700,000 TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY OF THE COTTON MILL TIF RESOLUTION.

B. REQUEST APPROVAL AND ACCEPTANCE OF THE LOWEST BID FROM CENTRAL POLY-BAG CORP. FOR THE PURCHASE OF 5,000 ROLLS OF GARBAGE BAGS IN THE AMOUNT OF $106,600.00 FOR THE 2021/2022 ANNUAL BAG DISTRIBUTION AND INCREASE MONTHLY SANITATION FEES BY $1 PER MONTH.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF SUPPLEMENTAL AGREEMENT #1 FROM TERRY STIDHAM CONSTRUCTION FOR THE FAA 3-28-0068-022-2020 GRANT PROJECT REGARDING A MATERIAL PRICE INCREASE.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

2. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AMENDING THE CODE OF ORDINANCES CHAPTER 30 ARTICLE II TRANSIENT VENDORS AND ADDING ARTICLE III MOBILE FOOD VENDORS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE NEW SPORTSPLEX PARKING LOT ASPHALT PAVING.

2. CONSIDERATION OF DECLARING AUTO SHOP EQUIPMENT (RC-15A TIRE CHANGER, 850 WHEEL BALANCER, AND 4 TOOL BOXES) AS SURPLUS AND AUCTION ON GOVDEALS.

3. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 WITH GREGORY CONSTRUCTION IN THE AMOUNT OF $2,597.25 FOR THE SPORTSPLEX PARKING LOT FOR LOST TIME AND MATERIAL DUE TO DAMAGE FROM AN UNMARKED WATER LINE.

4. CONSIDERATION OF APPROVING THE PROPOSAL FROM BOYD'S TREE SERVICE FOR STREET RIGHT OF WAY CLEARING SERVICES AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 26, 2021 FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

1. CONSIDERATION TO ACCEPT HESTER CONCRETE INC OF MS THE LOWER OF TWO BIDS, TO COMPLETE THE DEMOLITION AND REPLACEMENT OF 1200 SQUARE FEET OF DAMAGED CONCRETE AT FIRE STATION 2 ON AIRPORT RD, AT A COST OF $9,630.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE DENISHA PATEN AS AN ADMINISTRATIVE ASSISTANT IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE HENRI PINKSTON AND JOHN STEWART AS MAINTENANCE WORKERS IN THE STREET DEPARTMENT.

3. CONSIDERATION OF APPROVING THE UPDATED PERSONNEL MANUAL FOR THE CITY OF STARKVILLE.

4. CONSIDERATION OF APPROVAL OF FY 2021-22 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN THE PROPOSED INCREASE COST DATA SHEET THAT RESULTED FROM THE PAY STUDY CONDUCTED BY THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY.

5. CONSIDERATION AND APPROVAL OF THE RESTRUCTURING OF THE HUMAN RESOURCES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO ACCEPT LOWEST BID PROVIDED BY CRADDOCK CONSTRUCTION COMPANY INC TO RECONSTRUCT THE SIDEWALK FROM THE PARKING LOT TO THE JL KING CENTER, IN THE AMOUNT OF $8,305.00.

J. POLICE DEPARTMENT AND CODE ENFORCEMENT

1. REQUEST THE PURCHASE OF FOUR STALKER RADARS AT THE STATE CONTRACT PRICE OF $1,589.00 EACH FOR A TOTAL COST OF $6,356.00 TO BE 100% REIMBURSED THROUGH FY22'S POLICE TRAFFIC SERVICES GRANT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM MAGNOLIA PUMP & EQUIPMENT FOR A 15HP HOMA PUMP FOR COUNTRY CLUB WASTEWATER PUMP STATION IN THE AMOUNT OF $7,724.00.

2. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2022 THROUGH JUNE 30, 2022.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PERSONNEL – POLICE DEPARTMENT

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 16, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
October 15, 2021

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, October 15, 2021 at 11:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present in person were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn, Sr. City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer were also present.

Mayor Spruill opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. §25-41-13 and a copy of that notice is included in the minutes. The work session was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

Mayor Spruill welcomed Henry Minor of Kimley-Horn who discussed the possible redesign of Main Street.

The Mayor then introduced Randy Scrivner of Watkins, Ward and Stafford, PLLC who presented the Fiscal Year 2020 City of Starkville Audit.

The Mayor and members of the Board discussed items on the upcoming October 19, 2021 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2021.

_____
MAYOR D. LYNN SPRUILL

Attest:

_____
Seal LESA HARDIN, CITY CLERK

THERE WILL BE A WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN ON FRIDAY, OCTOBER 15, 2021

AT 11:00 AM IN THE STARKVILLE CITY HALL LOCATED AT 110 WEST MAIN STREET IN THE SECOND FLOOR CONFERENCE ROOM

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3130, in advance for any services requested.

WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI
October 15, 2021
11:00 a.m.

A. CALL THE MEETING TO ORDER

B. PRESENTATION BY RANDY SCRIVNER OF WATKINS, WARD AND STAFFORD ON THE 2020 CITY AUDIT

C. PRESENTATION BY HENRY MINOR OF KIMLEY-HORN ON THE POSSIBLE REDESIGN OF MAIN STREET.

D. DISCUSSION OF THE AGENDA ITEMS FOR THE OCTOBER 19, 2021, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

E. ADJOURN MEETING

MAIN STREET MASTER PLAN

SCHEMATIC DESIGN REVIEW

PREPARED BY:

Kimley»Horn

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Kimley»Horn

MAIN STREET MASTER PLAN

STARKVILLE, MISSISSIPPI

SCHEMATIC DESIGN

GRAPHIC SCALE IN FEET

NORTH

10’ ±	5’	8’	13’	13’	8’	5’	10’ ±
PEDESTRIAN ZONE	EDGE & FURNISHING ZONE	PARALLEL PARKING	TRAVEL LANE	TRAVEL LANE	PARALLEL PARKING	EDGE & FURNISHING ZONE	PEDESTRIAN ZONE

70’ ±

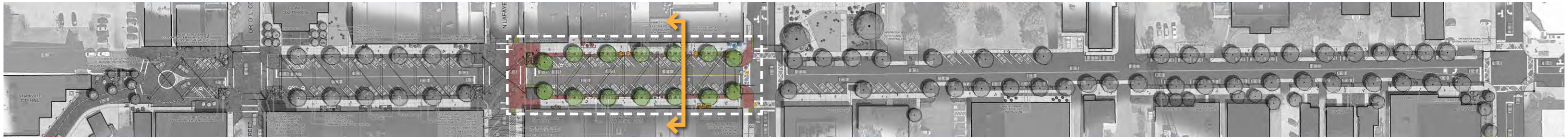
RIGHT OF WAY

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Kimley»Horn

MAIN STREET MASTER PLANNING | STARKVILLE, MS

BETWEEN N MONTGOMERY ST & JACKSON ST



14-16’	6’	16’	13’	13’	16’	6’	14-16’
PEDESTRIAN & DINING ZONE	FURNISHING & TRANSITION ZONE	ANGLED PARKING	TRAVEL LANE	TRAVEL LANE	ANGLED PARKING	FURNISHING & TRANSITION ZONE	PEDESTRIAN & DINING ZONE

100’ ±

BUILDING TO BUILDING

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Kimley»Horn

MAIN STREET MASTER PLANNING | STARKVILLE, MS

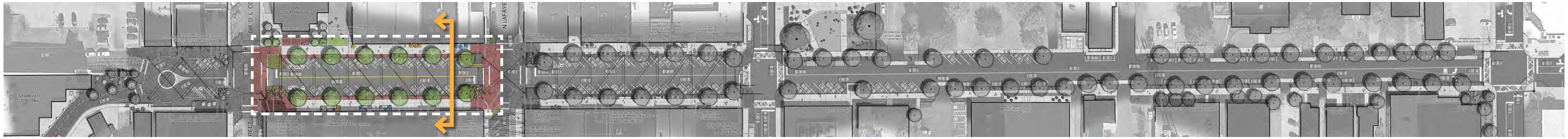
BETWEEN JACKSON ST & LAFAYETTE ST

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Kimley»Horn

MAIN STREET MASTER PLANNING | STARKVILLE, MS

STREETSCAPE PERSPECTIVE RENDERING



14-16’	5’	16’	13’	13’	16’	5’	14-16’
PEDESTRIAN & DINING ZONE	FURNISHING ZONE	ANGLED PARKING	TRAVEL LANE	TRAVEL LANE	ANGLED PARKING	FURNISHING ZONE	PEDESTRIAN & DINING ZONE

100’ ±

BUILDING TO BUILDING

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Kimley»Horn

MAIN STREET MASTER PLANNING | STARKVILLE, MS

BETWEEN LAFAYETTE ST & DR. D.L. CONNER DR

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Kimley»Horn

MAIN STREET MASTER PLANNING | STARKVILLE, MS

STREETSCAPE PERSPECTIVE RENDERING

HISTORIC STARKVILLE MISSISSIPPI'S COLLEGE TOWN

Kimley»Horn

MAIN STREET MASTER PLANNING | STARKVILLE, MS

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Kimley»Horn

MAIN STREET MASTER PLANNING | STARKVILLE, MS

STREETSCAPE PERSPECTIVE RENDERING

STARKVILLE MAIN STREET MASTER PLAN
CONSTRUCTION COST ESTIMATE OVERVIEW

10/15/21

Phase 1 - City Hall to Jackson - $5,500,000

- Phase 1A - City Hall to Lafayette - $3,000,000
    - Asphalt Mill/Overlay and new Curb & Gutter
    - At-Grade Paver Road / Event Space at City Hall
    - Outdoor Gathering Areas
    - Streetscape Improvements – bollards, sidewalks, paver edge, street trees and tree wells, landscaping, raised planters, and furnishings
    - Pedestrian Lights, Light Towers, and Overhead String Lighting
    - Water Infrastructure Replacement
    - Electrical Infrastructure Enhancement

- Phase 1B - Lafayette to Jackson - $2,500,000
    - Asphalt Mill/Overlay and new Curb & Gutter
    - Raised Paver Intersection
    - Shade Structures and Outdoor Gathering Areas
    - Sidewalk improvements and curb and gutter along Lafayette (Main to Lampkin)
    - Streetscape Improvements – bollards, sidewalks, paver edge, street trees and tree wells, landscaping, and furnishings
    - Retaining Walls, stairs, and safety rails
    - Decorative Crosswalks
    - Pedestrian Lights, Light Towers, and Overhead String Lighting
    - Water Infrastructure Replacement
    - Electrical Infrastructure Enhancement

Phase 2 - Jackson to Montgomery - $3,500,000

- Asphalt Mill/Overlay and new Curb & Gutter
- Streetscape Improvements – sidewalks, paver edge, street trees, and landscaping
- Pedestrian Lights
- Move overhead utilities to underground
- Water Infrastructure Replacement
- Electrical Infrastructure Enhancement
- Library Plaza

Phase 3 - Montgomery Intersection - $500,000

- New traffic signal mast arms
- Decorative crosswalks
- Asphalt Mill/Overlay and new Curb & Gutter
- Gateway landscape improvements

WWS

WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

One Professional Plaza
P.O. Box 1345
Phone (662) 323-9071

Starkville, MS 39759
Starkville, MS 39760
Fax (662) 323-9075

James L. Stafford, CPA
Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Staggers, CPA
Michael W. McCully, CPA
Mort Stroud, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA
Kimberly S. Caskey, CPA
Susan M. Lummus, CPA

Thomas J. Browder, CPA
Stephen D. Flake, CPA
John N. Russell, CPA
Thomas A. Davis, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA
Jerry L. Gammel, CPA
Michael C. Knox, CPA
Clifford P. Stewart, CPA

CITY OF STARKVILLE
PRESENTATION OF FY 2020 AUDIT
TO THE MAYOR AND BOARD OF ALDERMEN
OCTOBER 15, 2021

The audit is completed and has entered the final review and report production stages. A report release date is targeted as soon as possible. The staffs of both the City Clerk's office and the Utilities Accounting Department are commended for their outstanding records and assistance during the audit.

Unrestricted/unassigned General Fund fund balance is $1,745,255. The assigned General Fund fund balance is $3,740,000. The unassigned fund balance represents approximately 8.37% of the General Fund's total expenditures. For comparison, these percentages range from a low of 7.81% in FY 2015 to a high of 15.28% in FY 2014.

Independent Auditor's Report – "Clean Opinion" –

Statement of Revenue, Expenditures.... Governmental Funds -

FY 2020 Total Revenues	**$ 22,583,684**
FY 2019 Total Revenues	**$ 22,043,061**

Increase $ 540,623 or 2.4%

FY 2020 Total Expenditures	**$ 20,855,795**
FY 2019 Total Expenditures	**$ 21,886,340**

Decrease $ 1,030,545 or 4.9%

FY2020 surplus of $1,727,889

Internal Control Report –

FY 2020 had no deficiencies.
FY 2019 had no deficiencies.
FY 2018 had no deficiencies.
FY 2017 had no deficiencies.
FY 2016 had 1 deficiency that was classified as a significant deficiency but not material.
FY 2015 had 10 deficiencies with three (3) being elevated to material weaknesses.

Compliance Reports – Federal Awards and State Legal Compliance -

No findings.

AGENDA ITEM: MINUTES

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 11-2-21

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 56

SUBJECT: Request approval of the minutes of the October 19, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: City Clerk's Office

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the October 19, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 19, 2021

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 19, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

There being no changes, the Mayor called for a motion to approve the agenda with consent items.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA WITH CONSENT ITEMS.

Alderman Sistrunk asked that item XI. G. 3., Hiring of Firefighters, be added to consent. She also asked that Hiring of a City Comptroller be added to the agenda as item F under Board Business.

Alderman Vaughn asked to place item X. C., FY 21 Audit Contract, and X. D., Miss Starkville Pagent, on consent.

Alderman Brooks offered a motion, duly seconded by Alderman Rupp, to approve the October 19, 2021 Official Agenda with the requested changes. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, OCTOBER 19, 2021
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 21, 2021 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 1, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 5, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
New Employee Introduction: Odie Avery, Assistant City Planner
Trunk or Treat at McKee Park – Sunday, October 31, 2021, 5 – 7 pm

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

G T R LINK - POTENTIAL GAP DESIGNATION AND RESOLUTION OF INTENT

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF SE 21-07: A REQUEST FOR SPECIAL EXCEPTION BY UMBLE COFFEE TO ALLOW FOR AN EATING AND DRINKING ESTABLISHMENT AT 216 INDUSTRIAL PARK ROAD IN AN INDUSTRIAL ZONING DISTRICT WITH PARCEL NUMBER 120L-00-006.00

PUBLIC HEARING AND CONSIDERATION OF SE 21-08: A REQUEST FOR A SPECIAL EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE REQUIREMENTS AND PARKING LOT REQUIREMENTS AT STARKVILLE ACADEMY LOCATED AT 505 ACADEMY ROAD IN A SE ZONING DISTRICT WITH PARCEL NUMBER 102J-00-006.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

B. CONSIDERATION OF THE APPROVAL OF THE PROPOSED SFM PARKS AND RECREATION BUDGET FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZATION FOR CITY CLERK TO TRANSFER OPENING BALANCE TO SFM ACCOUNT.

X. BOARD BUSINESS

A. CONSIDERATION OF GAP DESIGNATION AND RESOLUTION OF INTENT.

B. CONSIDERATION OF THE ACCEPTANCE OF THE AUDIT FOR FISCAL YEAR 2019-2020.

C. CONSIDERATION OF THE CONTRACT WITH WATKINS, WARD & STAFFORD FOR THE AUDIT OF THE CITY OF STARKVILLE FOR THE 2020-2021 FISCAL YEAR.

D. CONSIDERATION OF THE APPROVAL OF THE SPONSORSHIP PROGRAM AD AT THE SILVER LEVEL UNDER MS CODE §17-3-1 FOR THE EXPRESS PURPOSE OF ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF STARKVILLE FOR THE MISS STARKVILLE PAGEANT TO BE HELD ON NOVEMBER 13, 2021.

E. DISCUSSION AND CONSIDERATION OF THE SIGN ORDINANCE WITHIN THE UNIFIED DEVELOPMENT CODE.

F. CONSIDERATION OF AUTHORIZING THE DEVOPMENT OF A JOB DESCRIPTION FOR A COMPTROLLER IN THE CITY CLERK'S OFFICE AND TO ADVERTISE AT A SALARY CONSISTENT WITH COMPARABLE POSITION AS LISTED IN THE STENNIS SALARY STUDY.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 IN THE AMOUNT OF $11,500 FOR THE SPORTSPLEX TURF FIELD TO REPLACE THE PROPOSED ASPHALT WALKWAY WITH CONCRETE.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 12, 2021 FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. ACCEPTANCE OF SEPTEMBER FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE HOMELAND SECURITY GRANT IN AN AMOUNT UP TO $50,000.00 TO PURCHASE A 2022 PICKUP TRUCK FROM

THE LOWEST QUOTE, PARKER MCGILL OF STARKVILLE, IN THE AMOUNT OF TO BE USED FOR TASK FORCE TRAINING AND DEPLOYMENTS.

2. REQUEST AUTHORIZATION FOR TRAINING CHIEF CLARENCE PARKS, SGT. KEN BRITT AND SGT. JOSH COX TO ATTEND THE 2021 TRAINING CHIEF'S/TRAINING OFFICER'S CONFERENCE IN OXFORD, MS OCTOBER 27 – 29, 2021 AT AN APPROXIMATE COST OF $2,000.00.

3. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO BYRUM CONSTRUCTION TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT ADELAIDE PHASE III.

4. REQUEST APPROVAL TO PURCHASE A MAKO CONTAINMENT FILL SYSTEM (AIR COMPRESSOR) FOR THE AMOUNT OF $7,850 AS A SOLE SOURCE ITEM THAT WILL WORK WITH CURRENT SCBA UNITS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO TRANSFER JOSEPH WILLIAMS FROM THE PARKS & RECREATION DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS A LEAD LANDSCAPE WORKER.

2. REQUEST AUTHORIZATION TO HIRE HAYDEN TISDALE AND KELSIE TEBO AS ENTRY LEVEL POLICE OFFICERS.

3. REQUEST AUTHORIZATION TO HIRE EVAN BETZ, DUSTIN CAPPS AND JAQUEZ RICH AS ENTRY LEVEL FIREFIGHTERS.

4. REQUEST AUTHORIZATION TO HIRE MARLON FAIR AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE LOWER OF TWO QUOTES FROM NEXTSTEP IN THE AMOUNT OF $8,195.00 FOR WARRANTY RENEWAL OF NETWORK EQUIPMENT.

I. PARKS

1. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #2 WITH T & M STEEL FOR THE ADKERSON PLAZA WALL IN THE AMOUNT OF $35,747.00.

2. CONSIDERATION TO ACCEPT THE PHASE 2, CHANGE ORDER #5 WITH T & M STEEL WHICH REDUCES THE MATERIAL REQUIRED FOR FIRE SPRINKLER SYSTEM, REMOVAL OF THE CONCESSION STAND ISLAND, REPLACE QUARTZ COUNTERTOPS WITH FOOD GRADE STAINLESS STEEL, REVISION OF CONCRETE FOOTER AND CONSOLIDATED OF ACCESS CONTROL SYSTEM IN THE AMOUNT OF $21,214.00.

3. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #3 WITH T & M STEEL FOR ADDITIONAL CONCRETE WORK ON THE BACK STOP WALLS ($3,193.00) AND PEDESTRIAN BRIDGE CLEARING ($4,750.00) FOR A TOTAL OF $7,943.00.

4. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #1 WITH T & M STEEL FOR A 4-INCH WATER TAP AND METER IN THE AMOUNT OF $7,417.00.

5. CONSIDERATION TO ACCEPT THE LOWEST BID PROVIDED BY FOUR SEASON LANDSCAPING COMPANY TO PERFORM LANDSCAPING DUTIES AT THE SPORTS PLEX, MCKEE PARK, PATRIOTS PARK, JOSEY PARK, MONCRIEF PARK, NEEDMORE AND JL KING, AS OUTLINED IN THE PARKS QUOTE SHEET, IN THE AMOUNT OF$13,950.00.

J. POLICE DEPARTMENT

1. POLICE

   a. REQUEST APPROVAL TO ACCEPT THE 100% REIMBURSEABLE $4,320.00 FY22 JUSTICE ASSISTANCE GRANT TO BE USED IN THE AREA OF POLICE DUTY EQUIPMENT.

2. CODE COMPLIANCE
   THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FALCON CONTRACTING CO., INC. FOR ASPHALT MILLING AND PAVING OF WEST GILLESPIE STREET WHERE A WATERLINE CROSSING TOOK PLACE IN THE AMOUNT OF $9,900.00.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST BID FROM SCHWEITZER ENGINEERING LABORATORIES, INC. FOR SUBSTATION RELAY PANELS AND EQUIPMENT FOR THE STARKVILLE 161/69KV PRIMARY SUBSTATION RENOVATIONS IN THE AMOUNT OF $164,890.00.

3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM NATIONAL WATER SERVICES, LLC FOR A VARIABLE FREQUENCY DRIVE PANEL TO BE INSTALLED AT THE HENDERSON WELL IN THE AMOUNT OF $36,115.00.

4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM FIBERCO FOR THE RFQ REGARDING THE INSTALLATION OF FIBER OPTIC, CLOSURES WALL CABINETS, STORAGE LOOPS, ETC. FOR THE FIBER OPTIC CABLING CONNECTIONS TO THE STARKVILLE WASTEWATER TREATMENT PLANT (WWTP) IN THE AMOUNT OF $13,979.00.

5. CONSIDERATION OF GTPDD ADMINISTRATIVE SERVICES CONTRACT – STARKVILLE TRIM CANE SEWER PUMP STATION, ARC PROJECT NUMBER MS-19749.

6. CONSIDERATION OF GTPDD ADMINISTRATIVE SERVICES CONTRACT – STARKVILLE BABYLON ROAD SEWER IMPROVEMENTS CDBG PROJECT #1136-20-347-PF-01.

7. REQUEST AUTHORIZATION TO LEASE A 30HP HORIZONTAL FLOATING BRUSH ROTOR (AERATOR) FOR THREE (3) MONTHS FROM S&N AIRFLO IN THE AMOUNT OF $8,750.50 DUE TO THE GEAR BOX ON AERATOR #6 FAILING ON TUESDAY 10/19/21 AT THE WWTP OXIDATION DITCH #2.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 2, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525, ext. 3120 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 32:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 21, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the September 21, 2021 meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 1, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the October 1, 2021 Work Session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE OCTOBER 5, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the October 5, 2021 Meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of extending the Proclamation of a Local Emergency due to the Covid-19 virus for an additional thirty (30) days" is enumerated, this consent item is thereby approved.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen did find that conditions of extreme peril to the safety of persons and property arose within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the continuation of 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 continues to exist throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

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

DATE: October 19, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

6. CONSIDERATION OF THE ACCEPTANCE OF THE AUDIT FOR FISCAL YEAR 2019-2020.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the acceptance of the audit for Fiscal Year 2019 – 2020" is enumerated, this consent item is thereby approved. The audit is maintained in the City Clerk's office.

7. CONSIDERATION OF THE CONTRACT WITH WATKINS, WARD & STAFFORD FOR THE AUDIT OF THE CITY OF STARKVILLE FOR THE 2020-2021 FISCAL YEAR.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the engagement of Watkins, Ward & Stafford, PLLC for the Fiscal Year 2021 audit for the City of Starkville" is enumerated, this consent item is thereby approved. The engagement letter follows this page.

8. CONSIDERATION OF THE APPROVAL OF THE SPONSORSHIP PROGRAM AD AT THE SILVER LEVEL UNDER MS CODE §17-3-1 FOR THE EXPRESS PURPOSE OF ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF STARKVILLE FOR THE MISS STARKVILLE PAGEANT TO BE HELD ON NOVEMBER 13, 2021.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the sponsorship program advertisement at the Silver level under MS Code §17-3-1 for the express purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Starkville for the Miss Starkville pageant to be held on November 13, 2021" is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 IN THE AMOUNT OF $11,500 FOR THE SPORTSPLEX TURF FIELD TO REPLACE THE PROPOSED ASPHALT WALKWAY.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of Change Order #1 in the amount of $11,500 for the Sportsplex turf field to replace the proposed asphalt walkway with concrete" is enumerated, this consent item is thereby approved. The Change Order follows the Audit Engagement contract.

10. ACCEPTANCE OF SEPTEMBER FINANCIAL STATEMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "acceptance of the September financial statements" is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ACCEPT A 100% REIMBURSABLE HOMELAND SECURITY GRANT IN AN AMOUNT UP TO $50,000.00 TO PURCHASE A 2022 PICKUP TRUCK FROM LOWEST QUOTE, PARKER MCGILL OF STARKVILLE IN THE AMOUNT OF $48,782.63, TO BE USED FOR TASK FORCE TRAINING AND DEPLOYMENTS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept a 100 % reimbursable Homeland Security Grant in an amount up to $50,000.00 to purchase a 2022 pickup truck from the lowest quote, Parker McGill of Starkville, in the amount of $48,782.63 to be used for Task Force training and deployments" is enumerated, this consent item is thereby approved. The award letter follows the Change Order in item 9.

Two quotes received: Parker McGill of Starkville - $48,782.63 and Kirk Auto of Grenada - $49,253.00

WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

One Professional Plaza
P.O. Box 1345
Phone (662) 323-9071

Starkville, MS 39759
Starkville, MS 39760
Fax (662) 323-9075

James L. Stafford, CPA
Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Staggers, CPA
Michael W. McCully, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA
Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Thomas J. Browder, CPA

Stephen D. Flake, CPA
John N. Russell, CPA
Thomas A. Davis, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA
Jerry L. Gammel, CPA
Michael C. Knox, CPA
Clifford P. Stewart, CPA
Edward A. Maxwell, CPA

October 14, 2021

To the Honorable Mayor and Board of Aldermen
City of Starkville
Starkville, Mississippi 39759

We are pleased to confirm our understanding of the services we are to provide the City of Starkville for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Starkville as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Starkville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Starkville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis).

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Starkville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1) Combining Balance Sheet by Activity – General Fund.
2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance by Activity – General Fund.

3) Balance Sheet – Non-major Governmental Funds.
4) Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Governmental Funds.
5) Statement of Net Position – Non-major Enterprise Funds.
6) Statement of Revenues, Expenses, and Changes in Fund Net Position – Non-major Enterprise Funds.
7) Statement of Cash Flows – Non-major Enterprise Funds.
8) Schedule of Surety Bonds for Municipal Officials.
9) Schedule of Bonded Indebtedness.
10) Schedule of Long-Term Notes.
11) Schedule of Surety Bonds.
12) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the mayor and board of aldermen of the City of Starkville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is

necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Starkville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Starkville's major programs. The purpose of these procedures will be to express an opinion on the City of Starkville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Starkville in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of

expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the mayor and board of aldermen; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Watkins, Ward and Stafford, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Watkins, Ward and Stafford, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We plan to adhere to the following time frame as it relates to the audit:

December 2021 Preliminary planning field work (2 auditors) – a more detailed information request will be provided to the City Clerk at the conclusion

January 2022 Audit field work including Starkville Water Department (4 auditors)

No later than June 2022 Meeting with the Board of Alderman to present final audit report

Any modifications to this time frame must be agreed to in writing. Beginning with the commencement of the audit, WWS will communicate via email to the City Clerk and Chair of the Audit/Budget Committee, the status of the audit including pending information requests, issues, and any other matters deemed important.

The audit will be performed within the time frame as stipulated above. If the data as requested by us is provided in full and the audit commences upon completion of such provision, we will agree to a penalty of 10% of the contract price for every thirty days that the delivery date of the audit report extends beyond June 30, 2022 plus any OMB or OSA approved extensions.

J. Randy Scrivner, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $62,500 (City $56,500, Starkville Water Department $6,000). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account is not paid within the time required by Miss. Code Section 31-7-301, et sequential, and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. No additional fees will be billed unless agreed to in writing.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Starkville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Watkins, Ward and Stafford, PLLC
Certified Public Accountants
Randy Scrivner, CPA
Jerry R. (Randy) Scrivner, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Starkville.

Governance signature: _____
Title: Mayor
Date: 10-20-21

Management signature: Lesa Hardin
Title: City Clerk
Date: 10-19-21

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Starkville Sportsplex Improvements, Contract A	Owner: City of Starkville	Owner's Contract No.: 21031
Contract: Starkville Sportsplex Improvements, Contract A		Date of Contract: 07/19/21
Contractor: Sports Contractors Unlimited, LLC		Engineer's Project No.: 21031

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Install concrete walking trail in lieu of asphalt walking trail.

Reason for Change Order: Contractor requested use of concrete for walking trail instead of asphalt.

Attachments (list documents supporting change):
None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Estimated Contract Price: $1,373,950.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 12/21/21 Ready for final payment (days or date): 12/21/21
Increase from previously approved Contract to No. 1: $0.00	Increase from previously approved Change Orders to No. 1: Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order: $1,373,950.00	Contract Times prior to this Change Order: Substantial completion (days or date): 12/21/21 Ready for final payment (days or date): 12/21/21
Increase of this Change Order: $11,500.00	Increase of this Change Order: Substantial completion (days or date): 0 Ready for final payment (days or date): 0
Contract Price incorporating Change Order: $1,385,450.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 12/21/21 Ready for final payment (days or date): 12/21/21

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF STARKVILLE FIRE DEPARTMENT TASK FORCE**
(USAR Prime Mover Truck)

Project Title(s): FY'21 Homeland Security Grant Program

Grant Period: 10/01/2021 – 09/30/2022 Date of Award: 09/01/2021

Total Amount of Award: **$50,000.00** Grant No.: **21HS347T**

In accordance with the provisions of Federal Fiscal Year 2021 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2021-SS-00014-S01**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than November 15, 2021**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

_____ _____

Signature of Official Authorized to Sign Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

12. CONSIDERATION FOR TRAINING CHIEF CLARENCE PARKS, SGT. KEN BRITT AND SGT. JOSH COX TO ATTEND THE 2021 TRAINING CHIEF'S/TRAINING OFFICER'S CONFERENCE IN OXFORD, MS OCTOBER 27 – 29, 2021 AT AN APPROXIMATE COST OF $2,000.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval for Training Chief Clarence Parks, Sgt. Ken Britt and Sgt. Josh Cox to travel to Oxford, MS to attend the 2021 Training Chief's/Training Officer's Conference – (Oxford Conference Center) on October 27 – 29, 2021 at an approximate cost of $2,000.00" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ISSUE A COMMERCIAL BURN PERMIT TO BYRUM CONSTRUCTION TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT LOCATED AT ADELAIDE PHASE III.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to issue a commercial burn permit to Byrum Construction to burn cleared debris associated with a construction project located at Adelaide Phase III" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO PURCHASE A MAKO CONTAINMENT FILL SYSTEM (AIR COMPRESSOR) FOR THE AMOUNT OF $7,850 AS A SOLE SOURCE ITEM THAT WILL WORK WITH CURRENT SCBA UNITS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to purchase a Mako Containment Fill System (air compressor) for the amount of $7,850 as a sole source item that will work with current SCBA units" is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO TRANSFER JOSEPH WILLIAMS FROM THE PARKS & RECREATION DEPARTMENT TO THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AS A LEAD LANDSCAPE WORKER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to transfer Joseph Williams from the Parks & Recreation Department to the Sanitation & Environmental Services Department as a Lead Landscape Worker" is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE HAYDEN TISDALE AND KELSIE TEBO AS ENTRY LEVEL POLICE OFFICERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Hayden Tisdale and Kelsie Tebo as Entry Level Police Officers" is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE EVAN BETZ, DUSTIN CAPPS AND JAQUEZ RICH AS ENTRY LEVEL FIREFIGHTERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Evan Betz, Dustin Capps and Jaquez Rich as entry level Firefighters" is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE MARLON FAIR AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Marlon Fair as a Maintenance Worker in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO APPROVE THE LOWER OF TWO QUOTES FROM NEXTSTEP IN THE AMOUNT OF $8,195.00 FOR WARRANTY RENEWAL OF NETWORK EQUIPMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the lower of two quotes from NextStep in the amount of $8,195.00 for warranty renewal of network equipment" is enumerated, this consent item is thereby approved. Two quotes received: NextStep - $8,195.00 and Dell - $8,512.20

20. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #2 WITH T & M STEEL FOR THE ADKERSON PLAZA WALL IN THE AMOUNT OF $35,747.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the Phase 3, Change Order #2 for the Plaza Wall in the amount of $35,747.00" is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO ACCEPT THE PHASE 2, CHANGE ORDER #5 WITH T & M STEEL WHICH REDUCES THE MATERIAL REQUIRED FOR FIRE SPRINKLER SYSTEM, REMOVAL OF THE CONCESSION STAND ISLAND, REPLACE QUARTZ COUNTERTOPS WITH FOOD GRADE STAINLESS STEEL, REVISION OF CONCRETE FOOTER AND CONSOLIDATION OF ACCESS CONTROL SYSTEM IN THE AMOUNT OF $21,214.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the Phase 2, Change Order #5 which reduces the material required for Fire sprinkler system, removal of the concession stand island, replace quarts countertops with food grade stainless steel, revision concrete footer and consolidation of access control system in the amount of $21,214.00" is enumerated, this consent item is thereby approved.

1.	Delete Fire Sprinkler System	($8,072.00)
2.	Delete Island Cabinet – Concessions	($1,300.00)
3.	Substituting Stainless steel for Quartz	$6,185.00
4.	Pavilion Footing Revision	$12,250.00
5.	Access Control	$12,151.00
	Total	$21,214.00

22. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #3 WITH T & M STEEL FOR ADDITIONAL CONCRETE WORK ON THE BACK STOP WALLS ($3,193.00) AND PEDESTRIAN BRIDGE CLEARING ($4,750.00) FOR A TOTAL OF $7,943.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the Phase 3, Change Order #3 for additional concrete work on the Back Stop Walls ($3,193.00) and Pedestrian Bridge Clearing ($4,750.00) for a total of $7,943.00" is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO ACCEPT THE PHASE 3, CHANGE ORDER #1 WITH T & M STEEL FOR A 4-INCH WATER TAP AND METER IN THE AMOUNT OF $7,417.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the Phase 3, Change Order #1 for a 4-inch water Tap and Meter in the amount of $7,417.00" is enumerated, this consent item is thereby approved.

Cornerstone Park - Phase 3
CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Cornerstone Park - Phase 3	**CHANGE ORDER NO. 2**	
OWNER:	City of Starkville	**DATE:**	9/20/2021
CONTRACTOR:	T & M Steel Erectors, Inc.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Adkerson Plaza		$35,747.00
	TOTALS	$0.00	$35,747.00
		OVERALL TOTAL	$35,747.00

JUSTIFICATION: Additional urbing along sidelines for synthetic turf, clearing for bridge area along trail

The amount of the Original Contract was:	$9,073,064.00
Change Order #1 increased the contract amount by:	$7,417.00
The Contract Total including this change order will be:	$9,116,228.00
The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
The new Contract Completion Date will be:	May 12, 2022

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	David D'Aquilla **Phase Manager - David D'Aquilla**	09.21.21 **Date**
Recommended	Sam Henry **Project Manager - Sam Henry**	09.21.21 **Date**
Accepted	Tom Sneed **Contractor - T & M Steel Erectors, Inc.**	09.21.2021 **Date**
Approved	**City of Starkville Mayor Lynn Spruill**	10-19-2021 **Date**

Cornerstone Park - Phase 3
CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Cornerstone Park - Phase 3	**CHANGE ORDER NO. 3**	
OWNER:	City of Starkville	**DATE:**	9/20/2021
CONTRACTOR:	T & M Steel Erectors, Inc.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Additional curbing at fields for synthetic turf		$3,193.00
2	Clearing at bridge area		$4,750.00
	TOTALS	$0.00	$7,943.00
		OVERALL TOTAL	$7,943.00

JUSTIFICATION: Additional urbing along sidelines for synthetic turf, clearing for bridge area along trail

The amount of the Original Contract was:	$9,073,064.00
Change Order #1 increased the contract amount by:	$7,417.00
Change Order #2 increased the contract amount by:	$35,747.00
The Contract Total including this change order will be:	$9,124,171.00
The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
The new Contract Completion Date will be:	May 12, 2022

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	David D'Aquilla **Phase Manager - David D'Aquilla**	9.21.21 **Date**
Recommended	Sam Henry **Project Manager - Sam Henry**	09.21.21 **Date**
Accepted	Tom Sneed **Contractor - T & M Steel Erectors, Inc.**	09.21.2021 **Date**
Approved	**City of Starkville Mayor Lynn Spruill**	10-19-2021 **Date**

BC Dolt 21 Sw 24

Cornerstone Park - Phase 3
CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 1	
OWNER:	City of Starkville	DATE:	6/8/2001
CONTRACTOR:	T & M Steel Erectors, Inc.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	4" Tap & Meter		$7,417.00
	TOTALS	$0.00	$7,417.00
		OVERALL TOTAL	$7,417.00

JUSTIFICATION: Moving location of 4" hot tap, meter and added 4" piping.

The amount of the Original Contract was:	$9,073,064.00
The Contract Total including this change order will be:	$9,080,481.00
The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	
The new Contract Completion Date will be:	April 22, 2022

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	David Aquilla **Phase Manager - David Aquilla**	9/20/2021 **Date**
Recommended	Sam Henry **Project Manager - Sam Henry**	09.20.21 **Date**
Accepted	Tom Sneed **Contractor - T & M Steel Erectors, Inc.**	9/21/2021 **Date**
Approved	**City of Starkville Mayor Lynn Spruill**	10-19-21 **Date**

24. CONSIDERATION TO ACCEPT LOWEST BID PROVIDED BY FOUR SEASON LANDSCAPING COMPANY TO PERFORM LANDSCAPING DUTIES AT THE SPORTS PLEX, MCKEE PARK, PATRIOTS PARK, JOSEY PARK, MONCRIEF PARK, NEEDMORE AND JL KING, AS OUTLINED IN THE PARKS QUOTE SHEET, IN THE AMOUNT OF $13,950.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the best and lowest bid provided by Four Season Landscaping Company to perform landscaping duties at the Sports Plex, McKee Park, Patriots Park, Josey Park, Moncrief Park, Needmore and JL King, as outline in the Parks Quote Sheet, in the amount of $13,950.00" is enumerated, this consent item is thereby approved.

Two quotes received: Four Season - $13,950.00 and Fair Price Landscapers - $15,900.00

25. CONSIDERATION TO ACCEPT THE 100% REIMBURSABLE $4,320.00 FY22 JUSTICE ASSISTANCE GRANT TO BE USED IN THE AREA OF POLICE DUTY EQUIPMENT.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the 100% reimbursable $4,320.00 FY22 Justice Assistance Grant Number 2020-MU-BX-0053 to be used in the area of police duty equipment" is enumerated, this consent item is thereby approved.

26. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FALCON CONTRACTING CO., INC. FOR ASPHALT MILLING AND PAVING OF WEST GILLESPIE STREET WHERE A WATERLINE CROSSING TOOK PLACE IN THE AMOUNT OF $9,900.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest quote from Falcon Contracting Co.,Inc. for asphalt milling and paving of West Gillespie Street where a waterline crossing took place in the amount of $9,900.00" is enumerated, this consent item is thereby approved.

Two quotes received: Falcon Contracting - $9,900.00 and Murphree - $11,270.00

27. CONSIDERATION TO ACCEPT THE LOWEST BID FROM SCHWEITZER ENGINEERING LABORATORIES, INC. FOR SUBSTATION RELAY PANELS AND EQUIPMENT FOR THE STARKVILLE 161/69KV PRIMARY SUBSTATION RENOVATIONS IN THE AMOUNT OF $164,890.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest bid from Schweitzer Engineering Laboratories, Inc for substation relay panels and equipment for the Starkville 161/69kV Primary Substation renovations in the amount of $164,890.00" is enumerated, this consent item is thereby approved.

Two quotes received: Schweitzer - $164,890.00 and Electro Technical - $244,350.00.

28. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM NATIONAL WATER SERVICES, LLC FOR A VARIABLE FREQUENCY DRIVE PANEL TO BE INSTALLED AT THE HENDERSON WELL IN THE AMOUNT OF $36,115.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest quote from National Water Services, LLC for a variable frequency drive panel to be installed at the Henderson well in the amount of $36,115.00" is enumerated, this consent item is thereby approved.

Two quotes received: National Water Services - $36,115.00 and Ratliff - $40,237.55

29. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM FIBERCO FOR THE RFQ REGARDING THE INSTALLATION OF FIBER OPTIC, CLOSURES, WALL CABINETS, STORAGE LOOPS, ETC. FOR THE FIBER OPTIC CABLING CONNECTIONS TO THE STARKVILLE WASTEWATER TREATMENT PLANT (WWTP) IN THE AMOUNT OF $13,979.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest quote from FiberCo for the RFQ regarding the installation of fiber optic, closures, wall cabinets, storage loops, etc. for the fiber optic cabling connections to the Starkville Wastewater Treatment Plant (WWTP) in the amount of $13,979.00" is enumerated, this consent item is thereby approved.

Two quotes received: FiberCo - $13,979.00 and Synergetics - $19,300.00

30. CONSIDERATION OF GTPDD ADMINISTRATIVE SERVICES CONTRACT – STARKVILLE TRIM CANE SEWER PUMP STATION, ARC PROJECT NUMBER MS-19749.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of GTPDD Administrative Services Contract – Starkville Trim Cane Sewer Pump Station, ARC Project Number MS-19749" is enumerated, this consent item is thereby approved. The contract follows this page.

31. CONSIDERATION OF GTPDD ADMINISTRATIVE SERVICES CONTRACT – STARKVILLE BABYLON ROAD SEWER IMPROVEMENTS CDBG PROJECT #1136-20-347-PF-01.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "approval of GTPDD Administrative Services Contract – Starkville Babylon Road Sewer Improvements CDBG Project #1136-20-347-PF-01" is enumerated, this consent item is thereby approved. The contract follows the TrimCane contract.

32. CONSIDERATION TO LEASE A 30HP HORIZONTAL FLOATING BRUSH ROTOR (AERATOR) FOR THREE (3) MONTHS FROM S&N AIRFLO IN THE AMOUNT OF $8,750.50 DUE TO THE GEAR BOX ON AERATOR #6 FAILING ON TUESDAY 10/19/21 AT THE WWTP OXIDATION DITCH #2.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 19, 2021 Official Agenda, and to accept items for consent, whereby the "authorization to lease a 30hp horizontal floating brush rotor (aerator) for three (3) months from S&N Airflo in the amount of $8,750.50 due to the gear box on aerator #6 failing on Tuesday 10/19/21 at the WWTP oxidation ditch #2" is enumerated, this consent item is thereby approved.

A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer A
APPALACHIAN REGIONAL COMMISSION (ARC) Grant
Project Number MS-19749
Trim Cane Sewer Pump Station Improvements

WHEREAS, the City of Starkville has been awarded an Appalachian Regional Commission (ARC) Grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of the City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of the City of Starkville for the following reasons:

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

The Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

The Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period of in excess of ten years in dealing with intergovernmental programs;

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed $26,000 to be derived from the Mississippi Community Development Block Grant and Local funds provided by Starkville Utilities.

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Community Development Block Grant, according to the terms of the contract agreed upon by the City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 19th day of October 2021, by the City of Starkville Board of Aldermen in regular session.

D. Lynn Spruill, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES

between the

Golden Triangle Planning and Development District, Inc.

and

City of Starkville

THIS CONTRACT, entered into the 19th day October 2021 by and between the City of Starkville, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District".

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Appalachian Regional Commission (ARC), Project Number MS-19749 from the State of Mississippi, hereinafter referred to as the "State", in the sum of $26,000 for the purpose of public facility infrastructure improvements (Trim Cane Sewer Pump Station) .

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Appalachian Regional Commission Grant Program, including, but not limited to:

A. Project administration, program general administrative services and financial management services consistent with ARC program guidelines and policies;

B. Records maintenance;

C. Monitoring of compliance with ARC Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents;

D. Representation of the Recipient before the State, ARC, and other governmental agencies concerned with the Mississippi Appalachian Regional Commission Grant Program; and

E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for or costs involved in

providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Appalachian Regional Commission Grant Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 19th day of September 2019 (ARC Contract Award Date) and will continue until all of ARC Grant Number MS-19479 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed **$26,000** to be derived from the Appalachian Regional Commission Grant funds ($6,000) and Starkville Utilities ($20,000). Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Appalachian Regional Commission (ARC) Grant Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly

authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

By: _____
D. Lynn Spruill, Mayor

Attest:

_____
Lesa Hardin, City Clerk

(SEAL)

GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC.

By: _____
Rupert L. "Rudy" Johnson,
Executive Director

Attest:

_____

(SEAL)

PART II

TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the District shall fail to fulfill in timely and proper manner its obligations under this contract, or if the District shall violate any of the covenants, agreements, or stipulations of this contract, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the District under this contract shall, at the option of the Recipient, become its property, and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the contract by the District, and the Recipient may withhold any payments to the District for the purpose of set off until such time as the exact amount of damages due the Recipient from the District is determined.

2. Termination for Convenience of the Recipient

The Recipient may terminate this contract at any time by a notice in writing from the Recipient to the District. If the contract is terminated by the Recipient as provided therein, the District will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the District covered by this contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this contract have been performed upon the effective date of such termination, the District shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the District during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract were terminated due to the fault of the District, compensation would be for hours actually worked upon date of termination in accordance with Schedule of Rates, Part I, Section V.

3. Changes

The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation, which are mutually agreed upon by and between the Recipient and the District, shall be incorporated in written amendments to this contract.

4. Energy

This contract is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (P. O. 94-163).

5. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate of any amount except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 498; 62 Stat. 740; 63 Stat. 198, Title 18, U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and Department of Labor Regulations (29 CFR, Part 2). The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof. The District will meet those specific contract conditions of A-102 not directly addressed in this contract as the Scope of Services may dictate.

6. Equal Employment Opportunity

During the performance of this contract, the District agrees to comply with its approved Affirmative Action Plan and all provisions of Executive order 11246 of September 24, 1975, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations.

7. Interest of Members of the Recipient

No member of the governing body of the Recipient, and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

8. Availability of Books and Records

The Recipient, ARC, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the District which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts. The District shall maintain all records pertaining to this contract for a period of not less than three (3) years.

9. Attachment O, OMB Circular A-102, Assurances

No employee who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, will be paid compensation that exceeds the daily rate of GS-18.

A RESOLUTION
Selecting the
GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT
To Administer A
Community Development Block Grant (CDBG) Grant
Project Number 1136-20-347-PF-01
Babylon Road Sewer Improvements

WHEREAS, the City of Starkville has been awarded a Community Development Block Grant referenced above by the Mississippi Development Authority; and

WHEREAS, said Board of Aldermen has determined that it will be in the best interest of the City of Starkville to secure professional services in administration of said project; and

WHEREAS, said Board of Aldermen has determined that the Golden Triangle Planning and Development District is capable of administering said grant in the best interest of the City of Starkville for the following reasons:

The Golden Triangle Planning and Development District has sufficient professional staff to administer the grant in a competent and timely manner;

The Golden Triangle Planning and Development District has experience in successfully administering comparable grants;

The Golden Triangle Planning and Development District has provided acceptable services to the City of Starkville Board of Aldermen over a period exceeding ten years in dealing with intergovernmental programs;

The Golden Triangle Planning and Development District agrees to provide administrative services on a cost reimbursement basis, not to exceed $40,000 to be derived from the Mississippi Community Development Block Grant and Local funds provided by Starkville Utilities.

THEREFORE, BE IT RESOLVED, that the City of Starkville Board of Aldermen does hereby select the Golden Triangle Planning and Development District as Administrator of the above referenced Community Development Block Grant, according to the terms of the contract agreed upon by the City of Starkville and the Golden Triangle Planning and Development District.

SO ORDERED, this the 19th day of October 2021, by the City of Starkville Board of Aldermen in regular session.

D. Lynn Spruill, Mayor

CONTRACT FOR ADMINISTRATIVE SERVICES

between the

Golden Triangle Planning and Development District, Inc.

and

City of Starkville

THIS CONTRACT, entered into the 19th day October 2021 by and between the City of Starkville, hereinafter referred to as the "Recipient", and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "District".

IT IS HEREBY AGREED that the Recipient has received funding approval under the Mississippi Community Development Block Grant (CDBG) Program, Grant Number 1136-20-347-PF-01 from the State of Mississippi, hereinafter referred to as the "State", in the sum of $40,000 for the purpose of public facility infrastructure improvements (Babylon Road Sewer) .

I. Scope of Services

The work to be performed by the District includes services generally performed in the administration of the Mississippi Community Development Block Grant Program (CDBG), including, but not limited to:

A. Project administration, program general administrative services and financial management services consistent with CDBG program guidelines and policies;

B. Records maintenance;

C. Monitoring of compliance with CDBG Fair Labor Standards and Equal Opportunity Provisions, and preparation of performance reports and close-out documents;

D. Representation of the Recipient before the State, CDBG, and other governmental agencies concerned with the Mississippi Community Development Block Grant Program; and

E. Environmental Review Record preparation.

II. Type of Contract

This is a professional services contract and does not include payment for or costs involved in

providing the Recipient with legal, audit, appraisal, engineering, surveying, architectural, additional planning services, and labor or materials for demolition and site clearance work of any kind.

III. Services Provided by Recipient to District

The District, through its authorized representatives, shall have access to all files and records relating to this Community Development Block Grant Program. The Recipient shall also furnish normal assistance required for expeditious completion of the work to be done by the District under the term of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

IV. Time of Performance

The administrative services of the District are effective on the 27th day of January 2021 (CDBG Contract Effective Date) and will continue until all of Grant Number 1136-20-347-PF-01 activities have been satisfactorily and finally closed out, or may be terminated by either party following thirty (30) days written notice.

V. Compensation

It is agreed that the total compensation to be paid to the District for all services rendered to the Recipient under this contract shall not exceed **$40,000** to be derived from the Community Development Block Grant funds ($20,000) and Starkville Utilities ($20,000). Services will include administrative and clerical salaries with attendant fringe and indirect costs, travel at the IRS standard rate, and any incidental direct costs, i.e. office supplies, printing.

VI. Method of Payment

Payment shall be made to the District not less frequently than monthly after receipt by the Recipient of an invoice from the District. Documentation of expenses shown on such invoices will be maintained in the files of the District and available for inspection upon request of all parties involved in this contract.

VII. Terms and Conditions

This contract is subject to and incorporates the provisions of 24 CFR 570.496, any applicable Federal law relating to the Mississippi Community Development Block Grant Program, and Assurances attached to the State of Mississippi Grant Agreement, as well as provisions herein identified as "Part II, Terms and Conditions".

IN WITNESS HEREOF, the City of Starkville Board of Aldermen and the Golden Triangle Planning and Development District, Inc., have executed this Contract by and through their duly

authorized officers, signatures and official seals, on the date hereinabove first written.

CITY OF STARKVILLE

By: _____
D. Lynn Spruill, Mayor

Attest:

_____
Lesa Hardin, City Clerk

(SEAL)

CITY OF STARKVILLE
STATE OF MISSISSIPPI

GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC.

By: _____
Rupert L. "Rudy" Johnson,
Executive Director

Attest:

_____

(SEAL)

GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC.
CORPORATE
SEAL

PART II

TERMS AND CONDITIONS

1. Termination of Contract for Cause

If, through any cause, the District shall fail to fulfill in timely and proper manner its obligations under this contract, or if the District shall violate any of the covenants, agreements, or stipulations of this contract, the Recipient shall thereupon have the right to terminate this contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the District under this contract shall, at the option of the Recipient, become its property, and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the District shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of any breach of the contract by the District, and the Recipient may withhold any payments to the District for the purpose of set off until such time as the exact amount of damages due the Recipient from the District is determined.

2. Termination for Convenience of the Recipient

The Recipient may terminate this contract at any time by a notice in writing from the Recipient to the District. If the contract is terminated by the Recipient as provided therein, the District will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the District covered by this contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this contract have been performed upon the effective date of such termination, the District shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the District during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract were terminated due to the fault of the District, compensation would be for hours actually worked upon date of termination in accordance with Schedule of Rates, Part I, Section V.

3. Changes

The Recipient may, from time to time, request changes in the Scope of Services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation, which are mutually agreed upon by and between the Recipient and the District, shall be incorporated in written amendments to this contract.

4. Energy

This contract is subject to mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Plan, issued in compliance with the Energy Policy and Conservation Act (P. O. 94-163).

5. Anti-Kickback Rules

Salaries of architects, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate of any amount except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 498; 62 Stat. 740; 63 Stat. 198, Title 18, U.S.C., Section 874; and Title 40 U.S.C., Section 276c) and Department of Labor Regulations (29 CFR, Part 2). The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof. The District will meet those specific contract conditions of A-102 not directly addressed in this contract as the Scope of Services may dictate.

6. Equal Employment Opportunity

During the performance of this contract, the District agrees to comply with its approved Affirmative Action Plan and all provisions of Executive order 11246 of September 24, 1975, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations.

7. Interest of Members of the Recipient

No member of the governing body of the Recipient, and no other officer, employee, or agent of the Recipient who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

8. Availability of Books and Records

The Recipient, HUD, the State, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the District which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts. The District shall maintain all records pertaining to this contract for a period of not less than three (3) years.

9. Attachment O, OMB Circular A-102, Assurances

No employee who exercises any functions or responsibilities in connection with the carrying out of the program, to which this contract pertains, will be paid compensation that exceeds the daily rate of GS-18.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill introduced new employee Odie Avery, Assistant City Planner.
She announced that the City Trunk or Treat will be held at McKee Park on Sunday, October 31, 2021, from 5 to 7 pm. Mayor Spruill also updated everyone that the Golf Cart Ordinance will go into effect November 4. Applications will be available the week prior.

BOARD OF ALDERMEN COMMENTS:
Alderman Carver noted the new 4-way stop at Patriots Park seems to be working well and thanked the City engineering department.

CITIZEN COMMENTS:
Alvin Turner, Ward 7, noted that daylight savings time changes November 7. He asked that the City consider widening the intersection of Louisville and Wood Streets. Vice-Mayor Perkins noted the City looked into it years ago, but a property owner did not agree to the necessary easements.

PUBLIC APPEARANCE:

G T R LINK - POTENTIAL GAP DESIGNATION AND RESOLUTION OF INTENT

Joe Max Higgins, CEO of Golden Triangle Development Link, presented the Growth and Prosperity Program. The program provides income, franchise, sales and property tax incentives to companies that locate or expand in the area. The program is designed to encourage development in economically challenged areas of the state. Oktibbeha County and the City of Starkville recently qualified for the program.

33. CONSIDERATION OF A GAP RESOLUTION.

Alderman Beatty, duly seconded by Alderman Brooks, offered a motion to approve a Resolution to designate the City of Starkville as a participant in the Growth and Prosperity Program.
The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Growth and Prosperity (GAP) Program

The Growth and Prosperity (GAP) Program designates specific counties as GAP counties and provides income, franchise, sales and property tax incentives to companies that locate or expand in these areas of Mississippi. The program is designed to encourage development in economically challenged areas of the state.

To be designated as a GAP county, a county must have an unemployment rate that is 200 percent of the state's annual unemployment rate **or must have 30 percent or more of its population below the federal poverty rate.**

PROGRAM FACTS

The following enterprises that create 10 or more jobs are eligible to participate under the GAP Program:

- Manufacturers, processors and companies that assemble, store, warehouse, service, distribute or sell any product or good, including agricultural products;
- Research and development enterprises, including, but not limited to, scientific laboratories; or
- Other businesses or industries that will further the public purposes of the GAP Act as determined on a case-by-case basis by MDA and that create a minimum of 10 jobs.

Retail or gaming businesses or electrical generation facilities are not eligible to participate in the GAP Program.

Eligible entities that locate or expand in a GAP area receive a series of tax incentives for a period of up to 10 years:

- A **full exemption on all state income and franchise taxes** related to the new location or expansion.

  In instances where an expansion is approved for companies already subject to Mississippi income and franchise tax, an apportionment formula will be used to determine the percentage of Mississippi income and/or capital that is exempt through the GAP Program. This formula utilizes a property factor and a double-weighted payroll factor based on GAP property and payroll divided by the total company property and payroll. Specific calculation guidelines can be obtained from the Mississippi Department of Revenue.

- A **full sales and use tax exemption** on all equipment and machinery purchased during the initial construction or expansion at an approved facility.

  This exemption is valid from the date that the project begins until three months after start-up. This exemption applies to the general 7 percent sales tax on component building materials, equipment and other assets purchased for the project, as well as the 1.5 percent sales tax on manufacturing machinery.

For commercial construction in Mississippi, there is a contractor's tax assessed on the construction of commercial real property that is calculated as 3.5 percent of the contractor's gross receipts from the construction. Contractor's tax has no exemptions, and the contractor is allowed to purchase all component building materials exempt from sales tax. Under the GAP Program sales and use tax exemption, component building materials can be purchased directly by the GAP-certified business. If these materials are not part of the construction contract, they are not subject to contractor's tax, and sales tax is not due on materials purchased by the GAP company. To qualify for the exemption, the materials must be purchased by, billed to and paid for directly by the eligible GAP-certified business. Contractor's tax will still apply to the labor portion of the construction contract.

- A **property tax exemption** on taxes levied on land, building, equipment and certain inventory at an approved facility in an approved GAP-designated area. This exemption does not include school taxes and that portion of the property tax utilized to pay for fire and police protection. If the company is eligible for a Free Port Warehouse exemption, it must be applied for separately.

GAP-ELIGIBLE COUNTIES

Adams, Bolivar, Claiborne, Coahoma, Holmes, Humphreys, Issaquena, Jefferson, Leflore, Noxubee, Oktibbeha, Quitman, Sharkey, Sunflower, Tallahatchie, Tunica, Washington and Yazoo

COUNTIES WITH GAP-ELIGIBLE DISTRICTS

Adams – District 4, Amite – Districts 2 and 3, Attala – District 4, Franklin – Districts 1 and 2 and Lowndes – District 4

Companies interested in GAP incentives must apply to and be certified by the Mississippi Development Authority, and an agreement must be entered into by the company prior to receiving these benefits. All tax incentives are administered by the Mississippi Department of Revenue and the County Tax Assessor.

To apply for the GAP Program, contact MDA's Financial Resources Division. For further details, see the Mississippi Tax Incentives, Exemptions, and Credits guidelines on the Mississippi Department of Revenue website at www.dor.ms.gov.

February 2015

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, CONSENTING TO THE PARTICIPATION OF THE CITY IN THE "GROWTH AND PROSPERITY PROGRAM" ESTABLISHED BY THE MISSISSIPPI GROWTH AND PROSPERITY ACT; ACKNOWLEDGING THAT, ONCE OKTIBBEHA COUNTY IS DESIGNATED AS A "GROWTH AND PROSPERITY COUNTY" AND THE CITY IS DESIGNATED AS A GROWTH AND PROSPERITY PROGRAM PARTICIPANT UNDER THE MISSISSIPPI GROWTH AND PROSPERITY ACT, ANY AND ALL MISSISSIPPI DEVELOPMENT AUTHORITY APPROVED BUSINESS ENTERPRISES WILL RECEIVE UP TO A TEN (10) YEAR EXEMPTION FROM CITY AD VALOREM TAXES, EXCLUDING AD VALOREM TAXES LEVIED FOR SCHOOL PURPOSES OR TO PAY THE COSTS OF PROVIDING FIRE AND POLICE PROTECTION; AND RELATED MATTERS

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

1. All references herein to the "Code" shall mean the Mississippi Code of 1972, as amended;

2. The Mississippi Development Authority (the "MDA") has advised the Golden Triangle Development LINK (the "LINK") that Oktibbeha County, Mississippi (the "County") meets the requirements prescribed by the Mississippi Growth and Prosperity Act, codified as Code Section 57-80-1, *et seq*. (the "GAP Act"), necessary for the County to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a "growth and prosperity county" as contemplated in Code Section 57-80-7;

3. The municipal boundaries of the City are located entirely within the boundaries of the County;

4. Pursuant to Code Section 57-80-7, and conditioned upon the MDA issuing a certificate of public convenience and necessity designating the County as a "growth and prosperity county" under the GAP Act, the City may therefore also elect to consent to participation in the Growth and Prosperity Program established by the GAP Act;

5. It is in the best interests of the City and its residents that the LINK prepare and submit to the MDA on behalf of the City and the County all applications, materials and documentation required by the GAP Act necessary to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a "growth and prosperity county" and the City as a Growth and Prosperity Program participant; and further that Mayor, the Clerk of the Board and the attorneys and/or other agents or employees of the City should be authorized to do all things and to execute and deliver all such applications, materials and other instruments, which are required of them or are other otherwise contemplated by the GAP Act or other applicable law, for the proper submission thereof to the MDA by the LINK for purposes of petitioning the MDA to issue the aforementioned certificate of public convenience and necessity designating the County as a "growth and prosperity county" and the City as a Growth and Prosperity Program participant; and

6. The Board acknowledges and understands that, once the County is designated as a "growth and prosperity county" and the City is designated as a Growth and Prosperity Program participant under the GAP Act, any and all MDA approved business enterprises will receive up to a ten

(10) year exemption from City ad valorem taxes, excluding any ad valorem taxes levied for school purposes or to pay the costs providing fire and police protection;

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

SECTION 1. The LINK is hereby authorized and directed to prepare and submit to the MDA on behalf of the City all applications, materials and documentation required by the GAP Act necessary to apply to the MDA for the issuance thereby of a certificate of public convenience and necessity designating the County as a "growth and prosperity county" and the City as a Growth and Prosperity Program participant under the GAP Act.

SECTION 2. The City hereby consents to the designation of the City as a participant in the Growth and Prosperity Program pursuant to the GAP Act; and the Board hereby memorializes its acknowledgment and understanding that, once the County is designated as a "growth and prosperity county" and the City is designated as a Growth and Prosperity Program participant pursuant to the GAP Act, any and all MDA approved business enterprises will receive up to a ten (10) year exemption from City ad valorem taxes, excluding any ad valorem taxes levied for school purposes or to pay the costs providing fire and police protection.

SECTION 3. The Mayor, the Clerk of the Board and the attorneys and/or other agents or employees of the City are each hereby authorized to do all things and to execute and deliver all such applications, materials and other instruments, which are required of them or are otherwise contemplated by the GAP Act or other applicable law, for the proper submission thereof to the MDA by the LINK for purposes of petitioning the MDA to issue a certificate of public convenience and necessity designating the County as a "growth and prosperity county" and the City as Growth and Prosperity Program participant pursuant to the GAP Act; or which the Mayor, with the advice of the attorney for the Board, deems necessary or desirable to effect the purposes of these Resolutions.

SECTION 4. Captions. The captions or headings of this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

[remainder of page intentionally left blank]

Following the reading of the foregoing resolution and discussion thereof, Alderman Hamp Beatty moved the motion to adopt the foregoing resolution and Alderman Mike Brooks seconded the motion to adopt the foregoing resolution, and the question of the adoption of the foregoing resolution being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: aye
Alderwoman Sandra C. Sistrunk	voted: aye
Alderman Jeffrey Rupp	voted: aye
Alderman Mike Brooks	voted: aye
Alderman Hamp Beatty	voted: aye
Alderman Roy A. Perkins	voted: aye
Alderman Henry N. Vaughn, Sr.	voted: aye

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, October 19th, 2021.

City of Starkville, Mississippi

Lynn Spruill,
Mayor

ATTEST:

Lesa Hardin,
City Clerk

(seal)

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF SE 21-07: A REQUEST FOR SPECIAL EXCEPTION BY UMBLE COFFEE TO ALLOW FOR AN EATING AND DRINKING ESTABLISHMENT AT 216 INDUSTRIAL PARK ROAD IN AN INDUSTRIAL ZONING DISTRICT WITH PARCEL NUMBER 120L-00-006.00.

Daniel Havelin presented a request by Kenneth Thomas of Boardtown Enterprises and Umble Coffee Co to allow for an Eating & Drinking Establishment to be located at 216 Industrial Park Road in an Industrial zoning district. The applicant is seeking a Special Exception to have a coffee shop/restaurant as part of a coffee roasting business. The primary use of the property will be for the roasting and distribution of coffee which is classified as "Manufacturing and Industrial Light". The proposed coffee shop/restaurant would be a secondary use and is classified as an "Eating & Drinking Establishment". While the roasting and distribution of coffee is a permitted use in an Industrial zoning district, a coffee shop/restaurant requires a special exception.

The Mayor then opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

34. CONSIDERATION OF SE 21-07.

Alderman Beatty, duly seconded by Alderman Rupp, offered a motion to approve SE 21-07: a request for Special Exception to allow for an eating and drinking establishment at 216 Industrial Park Road in an Industrial zoning district with parcel number 120L-00-006.00. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

PUBLIC HEARING AND CONSIDERATION OF SE 21-08: A REQUEST FOR A SPECIAL EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE REQUIREMENTS AND PARKING LOT REQUIREMENTS AT STARKVILLE ACADEMY LOCATED AT 505 ACADEMY ROAD IN A SE ZONING DISTRICT WITH PARCEL NUMBER 102J-00-006.00.

Daniel Havelin presented a request by Starkville Academy to allow for a deviation from the façade requirements and parking lot requirements for a proposed expansion at 505 Academy Road. The applicant is seeking a Special Exception for a new building and parking expansion. For the building expansion, the request is to use metal exterior siding instead of the required façade materials listed in the Development Standards chart. For the parking lot, the request is to not be required to have a concrete curb for gravel parking lots, not be required to place interior landscape islands, or terminal landscape islands in the proposed parking expansion or the existing parking lot.

The Mayor then opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

35. CONSIDERATION OF SE 21-08.

Alderman Brooks, duly seconded by Alderman Vaughn, offered a motion to approve SE 21-08: a request for Special Exception from development standards related to the façade requirements and parking lot requirements at Starkville Academy located at 505 Academy Road. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

36. CONSIDERATION OF THE APPROVAL OF THE PROPOSED SFM PARKS AND RECREATION BUDGET FOR THE 2021-2022 FISCAL YEAR AND AUTHORIZATION FOR THE CITY CLERK TO TRANSFER OPENING BALANCE TO SFM ACCOUNT.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion approving the proposed budget as pro-rated to eleven months with Sports Facilities Management for the 2021 – 2022 fiscal year and authorization for the City Clerk to transfer opening balance funds to SFM account.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Nay

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

The SFM Budget follows this page.

Starkville MS
Park & Rec
October 2021 - September 2022

	Year One Pro Forma Goal	% of Rev	Target %
INCOME			
40100 - Leagues - Adult	$ 34,500		
40200 - Leagues - Youth	$ 92,000		
40300 - Camps & Clinics - Adult	$ 85,900		
40600 - Camps & Clinics - Youth	$ 33,000		
40700 - In-House Tournaments	$ 67,800		
40800 - Tot Development	$ 10,800		
41100 - Facility Rentals	$ 66,200		
41200 - Drop-In	$ 12,500		
41300 - Aquatics	$ 20,000		
41400 - Corporate & Special Events	$ 50,000		
41500 - Food & Beverage	$ 415,000		
41600 - Pro Shop	$ 40,000		
41900 - Sponsorship & Other Revenues	$ 220,000		
TOTAL INCOME	$ 1,147,700	100%	

COST OF GOODS SOLD			
50000 - Part Time Labor Costs (See Line 228)	$ -	0%	
50100 - Leagues - Adult	$ 8,625	25%	
50200 - Leagues - Youth	$ 23,000	25%	
50300 - Camps & Clinics - Adult	$ 21,475	25%	
50600 - Camps & Clinics - Youth	$ 8,250	25%	
50700 - In-House Tournaments	$ 27,120	40%	
50800 - Tot Development	$ 1,620	15%	
51100 - Facility Rentals	$ 3,310	5%	
51200 - Drop-In	$ -	0%	

51300 - Aquatics	**$ 8,000**	**40%**	
51400 - Corporate & Special Events	**$ -**	**0%**	
51500 - Food & Beverage	**$ 228,250**	**55%**	
51600 - Pro Shop	**$ 20,000**	**50%**	
51900 - Sponsorship & Other Revenues	**$ 41,250**	**19%**	
TOTAL COST OF GOODS	**$ 390,900**	**34%**	

Total Gross Profit	**$ 756,800**	**66%**	

EXPENSES			
60000 - Advertising & Marketing	**$ 35,000**		
60400 - Bank Service & Accounting	**$ 14,950**		
60500 - Business Licenses & Permits	**$ 10,000**		
61000 - Legal & Professional Fees	**$ 22,000**		
62000 - Administrative Expenses	**$ 40,500**		
62400 - Depreciation Expense	**$ -**		
62410 - Amortization Expense	**$ -**		
63300 - Insurance Expenses	**$ 31,027**		
63400 - Interest Expense	**$ -**		
63500 - Property Tax Expense	**$ -**		
64000 - Supplies & Services	**$ 50,000**		
Management / Salaried	$ 140,000		
Administrative /Part time/ Hourly (less $52K in COGS internal labor)	$ 275,000		
Management Company	$ 180,000		
Management Company Travel	$ 10,000		
65000 - Salaries & Wages	**$ 605,000**		
66000 - Payroll Expenses & Payroll Taxes	**$ 91,077**		
67100 - Rent & Local Taxes	**$ 25,000**		
67200 - Repairs & Maintenance	**$ 567,000**		
68600 - Utilities	**$ 215,000**		
68710 - Misc	**$ 25,000**		

TOTAL EXPENSES	**$ 1,731,554**	**151%**	

PROFIT	**$**	**(974,754)**

37. CONSIDERATION OF THE SIGN ORDINANCE WITHIN THE UNIFIED DEVELOPMENT CODE.

Alderman Carver offered a motion to rescind the amortization of nonconforming signs and to remove Section 14.7.5 from the City's Unified Development Code. The motion died for lack of a second.

Alderman Beatty, duly seconded by Alderman Vaughn, offered a motion to not fine a business which is under contract with a sign company to come into compliance with Section 14.7.5 of the City's Unified Development Code at the deadline of May 5, 2022.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
Alderman Jeffrey Rupp	Voted: Nay
Alderman Mike Brooks	Voted: Nay
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

Having not received a majority affirmative vote, the Mayor declared the motion failed.

38. CONSIDERATION OF AUTHORIZING THE DEVELOPMENT OF A JOB DESCRIPTION FOR A COMPTROLLER IN THE CITY CLERK'S OFFICE AND TO ADVERTISE AT A SALARY CONSISTENT WITH COMPARABLE POSITIONS AS LISTED IN THE STENNIS SALARY STUDY.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion to authorize the development of a job description for a comptroller in the City Clerk's office and to advertise at a salary consistent with comparable positions as listed in the Stennis salary study.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

39. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Dockets for all departments including Starkville Utilities, as of October 12, 2021 for fiscal year ending 9/30/22, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

Alderman Jeffrey Rupp Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

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

General Fund	001	$ 663,764.24
Restricted Fire Fund	003	40,954.00
Airport Fund	015	40,571.59
Sanitation	022	68,358.26
Industrial Park Bond	303	32,473.23
American Relief Fund	309	784.00
Public Improvement Bonds 2018	319	2,457.45
Park and Rec Tourism	375	50,000.00
BUILD Grant	377	56,427.72
Park Bond - 2020	380	45,697.28
Sub Total Before Utilities		$ 1,001,487.77
Utilities Dept.	SED	1,910,232.17
Total Claims	Total	$ 2,911,719.94

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

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

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Jeffrey Rupp Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed. The Board entered closed session.

41. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Sistrunk offered a motion to return to open session. Alderman Vaughn seconded the motion and the Board voted as follows not to enter Executive Session and to return to open session:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Jeffrey Rupp Voted: Yea
Alderman Mike Brooks Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Mayor invited the public back in and then announced that the Board had decided not to go into Executive Session.

42. A MOTION APPROVING THE RECOMMENDATION OF THE POLICE CHIEF FOR FIVE DAYS UNPAID SUSPENSION AND ONE YEAR PROBATION OF SARAH CARPENTER.

Upon the motion of Alderman Perkins, duly seconded by Alderman Sistrunk, to approve the recommendation of the Police Chief as presented in his written materials to the Board for five days unpaid suspension and one year probation of Sarah Carpenter. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

43. MOTION TO ADJOURN UNTIL NOVEMBER 2, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to adjourn the meeting until November 2, 2021 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____, 2021.

Attest:

_____
D. LYNN SPRUILL, MAYOR

_____
LESA HARDIN, CITY CLERK

(SEAL)

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** November 2 2021

RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1of 8

SUBJECT:

Public hearing and consideration of VA 21-09 a request for a variance from wall sign size requirements for Rosey Baby located at 300 South Jackson Street in a T-5D zoning district with the parcel number 102A-00-100.00.

SUMMARY:

This is a request by Ashley Ray of Rosey Baby on behalf of Curt Crissey for a variance on wall sign size requirements located at 300 South Jackson Street. The applicant is proposing halo lit wall sign on the east side of the building approximately 90 feet from the right-of-way of South Jackson Street. The proposed wall sign exceeds the maximum dimensions of 3' tall and the maximum font height of 18".

Variance #1: Sign Height Requirement. Section 14.7.8.A.2.ii. The sign area of a wall sign in Form-based districts shall not exceed three (3) feet in height and ninety percent (90%) of the width of the facade face.
Request a variance to increase the height of the sign from 3' to 5.5'.

Variance #2: Font Height Requirement. Section 14.7.8.A.4.i. The font height of wall signs in the TN-N, TN-E, and Form based Districts shall not exceed eighteen (18) inches.
Request a variance to increase the height of the font above 18".

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 26, 2021.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received no response to the notification

At the October 27, 2021 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request with one condition.

1. The existing pole sign will need to be removed within one day of the installation of the proposed wall signs.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Odie Avery @ 662-323-2525 ext 3138 or o.avery@cityofstarkville.org

---

SUGGESTED MOTION:

Move approval of VA 21-09 to allow for a variance from wall sign size requirements for Rosey Baby located at 300 South Jackson Street with one condition.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To:	Members of the Board of Adjustments & Appeals
From:	Daniel Havelin, City Planner (662-323-2525 ext. 3136) Odie Avery, Assistant City Planner (662-323-2525 ext. 3138)
Subject:	Public hearing and consideration of VA 21-09 a request for a variance from wall sign size requirements for Rosey Baby located at 300 South Jackson Street in a T-5D zoning district with the parcel number 102A-00-100.00.
Date:	October 27, 2021

The purpose of this report is to provide information regarding Variance Request by Ashley Ray of Rosey Baby on behalf of Curt Crissey for a variance on wall sign size requirements located at 300 South Jackson Street in a T-5D zoning district with the parcel number 102A-00-100.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is proposing halo lit wall sign on the east side of the building approximately 90 feet from the right-of-way of South Jackson Street. The proposed wall sign exceeds the maximum dimensions of 3' tall and the maximum font height of 18". If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the November 2, 2021 meeting.

VARIANCE REQUEST FROM

Variance #1: Sign Height Requirement. Section 14.7.8.A.2.ii. The sign area of a wall sign in Form-based districts shall not exceed three (3) feet in height and ninety percent (90%) of the width of the facade face.

Request a variance to increase the height of the sign from 3' to 5.5'.

Variance #2: Font Height Requirement. Section 14.7.8.A.4.i. The font height of wall signs in the TN-N, TN-E, and Formbased Districts shall not exceed eighteen (18) inches.

Request a variance to increase the height of the font above 18".

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7)

3.7.1. Criteria for variance review and approval.

A. Special Conditions. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures, and buildings in the surrounding area.
B. Literal Interpretation. That the literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.
C. Hardship. That the hardship has not resulted from the actions of the applicant.
D. Special Privilege. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.
E. Minimum Variance. That granting the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.
F. Consistency with Comprehensive Plan. That the granting of the variance will be consistent with the general purpose, intent, goals, objectives, and policies of the Comprehensive Plan and this code and will not be injurious to surrounding areas or otherwise detrimental to the public welfare.

3.7.2. Criteria for variance review and approval in form-based zoning districts. In addition to the criteria stated above, the following criteria shall also be used to review variances in any form-based district.

A. Physical Conditions. The physical condition of the property, such as steep slopes, floodplain, drainage, or small or irregular shaped lots, make compliance to the specific standard physically impossible, and this hardship is not created by the applicant.
B. Burden. The burden of proof is on the applicant to demonstrate by clear and convincing evidence that the requested variance meets the criteria for variance review and approval.
C. Impact. The variance will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, stormwater management, and other matters affecting public health, safety and general welfare.
D. Urban Principle. The modification will not result in a substantial departure from the basic urban principle that buildings should directly front streets (as opposed to being set back from the right-of-way) and add value to the public realm and pedestrian walkability of the street edge.

NOTIFICATION:

The request was noticed in accordance with Section 3.7.3.E of the Unified Development Code.

1. 17 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on September 26th, 2021.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

As of this date, one call has been received inquiring on the status of the application.

ANALYSIS

In the opinion of the Planning Department the proposed variance request could meet the criteria for variance review and approval.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors. The following condition of approval are recommended by the Planning Department:

1. Existing Pole Sign will need to be removed prior to the installation of the proposed wall signs.

Attachment 1

VA 21-09 Aerial

Legend

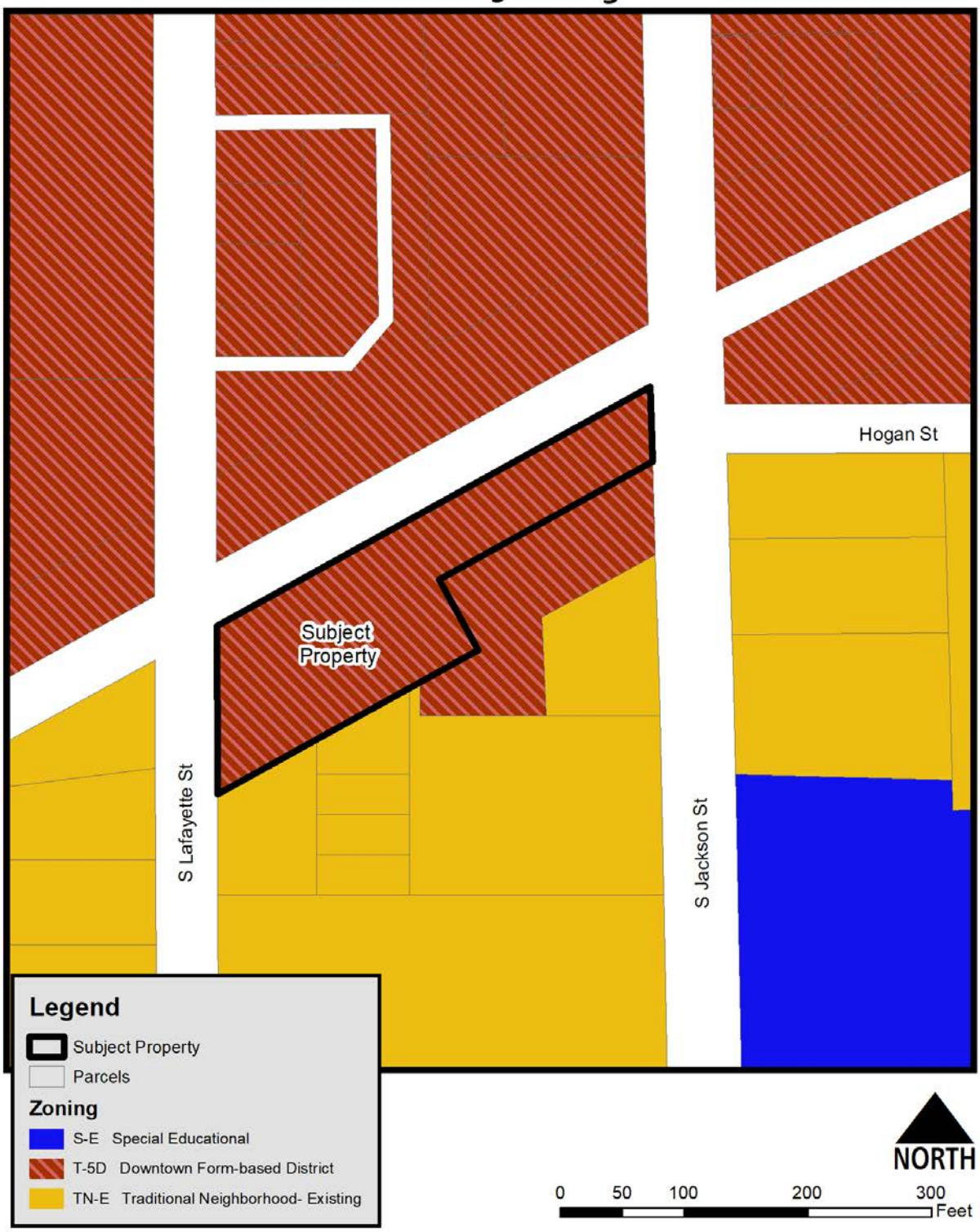
- Subject Property
- Parcels

NORTH

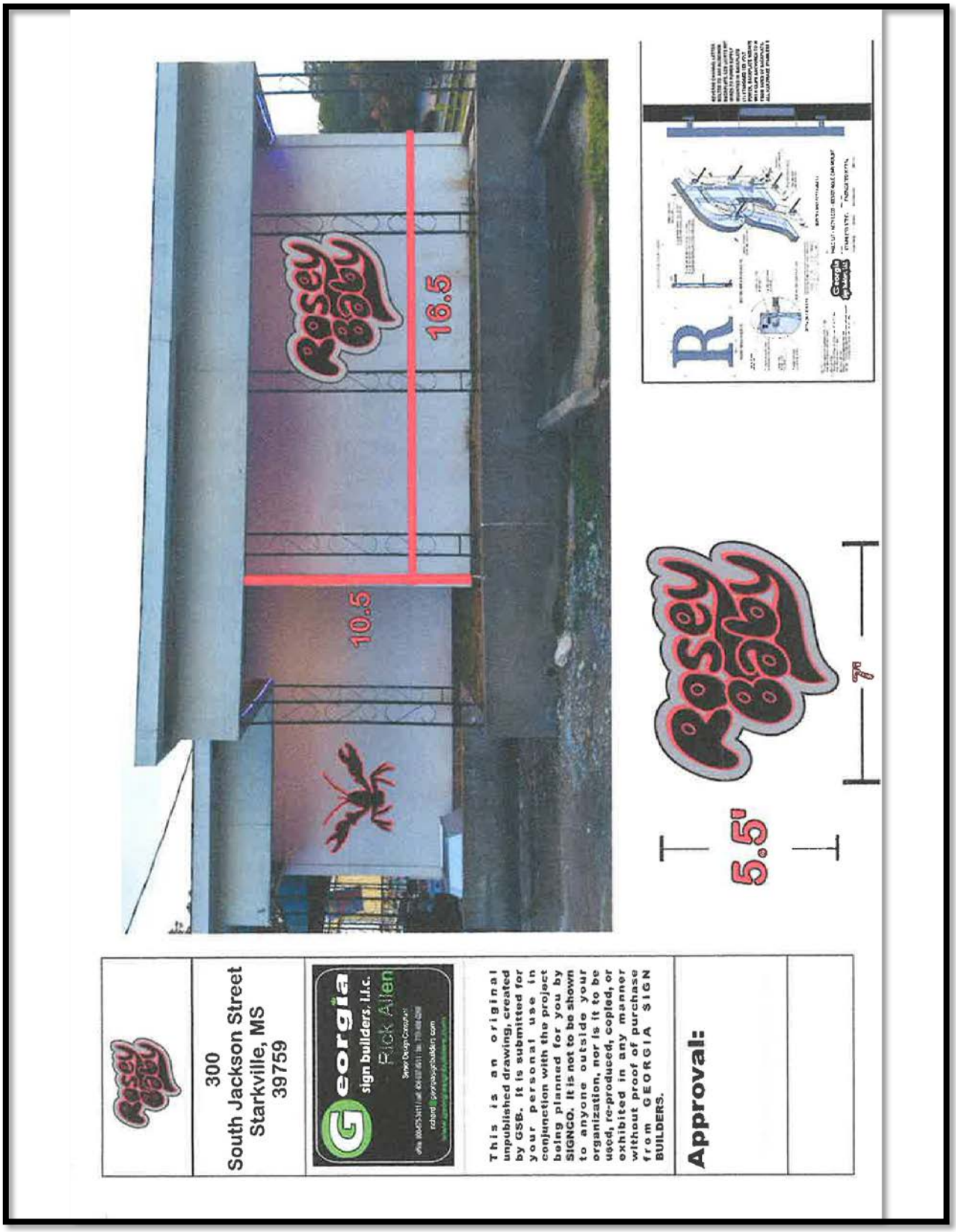
0 50 100 200 300 Feet

Attachment 2

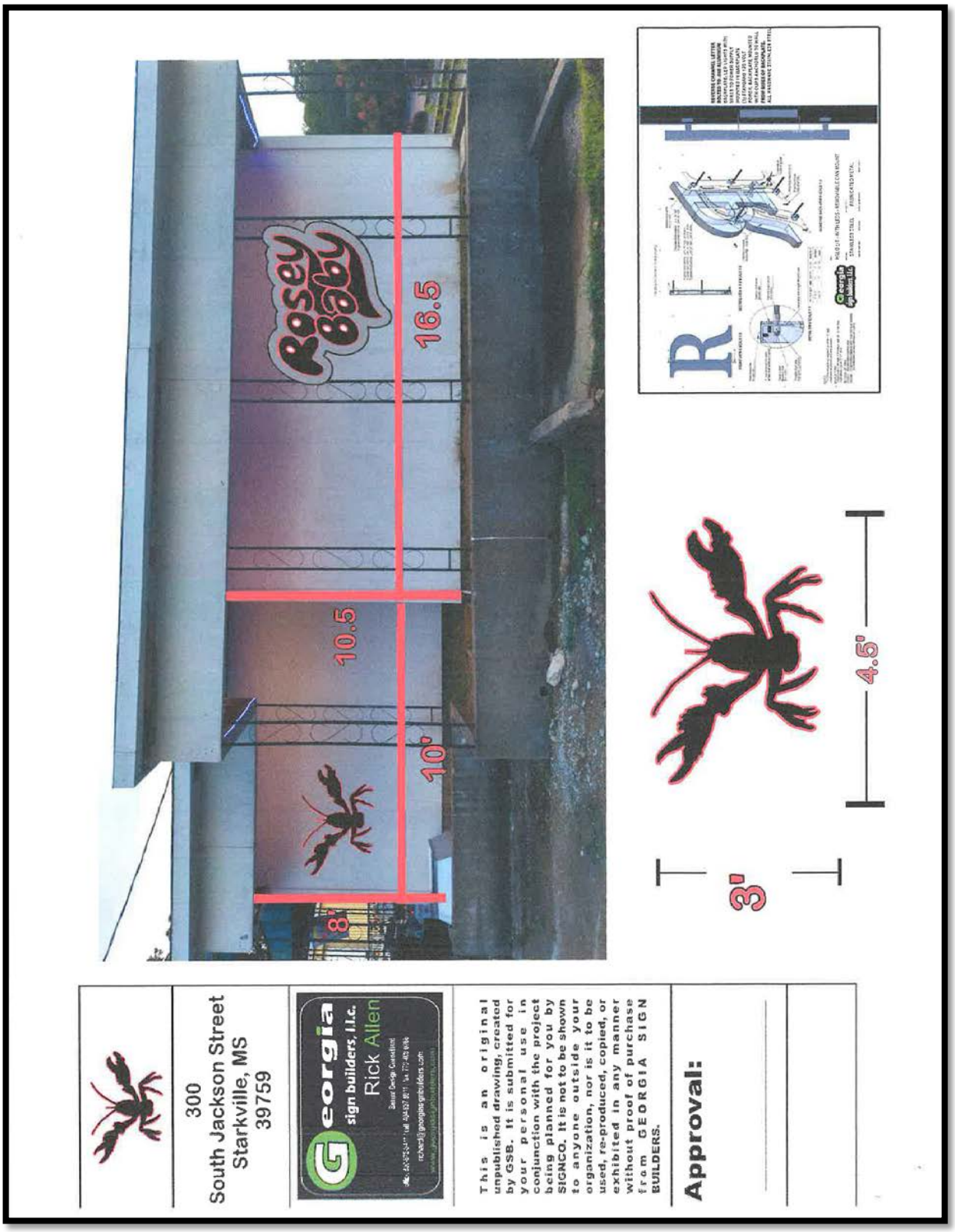
VA 21-09 Zoning



Attachment 3 – Proposed Sign



Attachment 4 – Proposed Sign



AGENDA ITEM DEPT.: Police Department

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: November 2, 2021
PAGE: Page 1 of 15

SUBJECT:
Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 305 Everglade Ave Bldg. 6 with the parcel number 118K-00-016.00 is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community.

SUMMARY:
Initial inspection of 305 Everglade Building #6 (Parcel # 118K-00-016.00) was performed on September 1st, 2021 and re-inspected on September 9th, 2021 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

Public Notices of the public hearing were posted on the subject property **10/08/2021** and City Hall **10/08/2021**. Certified Mail letters providing notice of the public hearing were sent **10/08/2021** to the property tax payer/owner *Brookville Schoolhouse Road Estates* at the address *433 East Las Colinas Blvd Ste 300 Irving, Tx 75039* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected.

REQUESTING DEPARTMENT: Police-Code Enforcement

DIRECTOR'S AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Sergeant Coleman @ 662-323-4131

SUGGESTED MOTION:
Move to determine that the building located at 305 Everglade Ave Bldg. 6 with the parcel number 118K-00-016.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.

TAX INFORMATION

ha County Mississippi — Delta Comp

Property Link
OKTIBBEHA COUNTY, MS

Current Date 8/31/2021 — Tax Year 2020
Records Last Updated 8/30/2021

PROPERTY DETAIL

OWNER	BROOKVILLE SCHOOL HOUSE ROAD ES	ACRES :	**NA**
	C O ALLIANCE TAX ADVISORS	LAND VALUE :	102190
	433 E LAS COLINAS BLVD STE 300	IMPROVEMENTS :	2539960
	IRVING TX 75039	TOTAL VALUE :	2642150
		ASSESSED :	396323

PARCEL 118K-00-016.00
ADDRESS 305 EVERGLADE AVE

TAX INFORMATION

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	21833.43	21833.43	0.00
CITY	11941.21	11941.21	0.00
SCHOOL	25804.59	25804.59	0.00
TOTAL	59579.23	59579.23	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 1 / 15 / 2021

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	LOT 7 CITY BLK 73
HOMESTEAD CODE	None	MAP 118K DB/PG 640/68 2012/434
TAX DISTRICT	5110	6
PPIN	001369	B 2012 P 4346 06/28/2012
SECTION	33	
TOWNSHIP	19N	
RANGE	14E	
Book 2012	Page 4346	

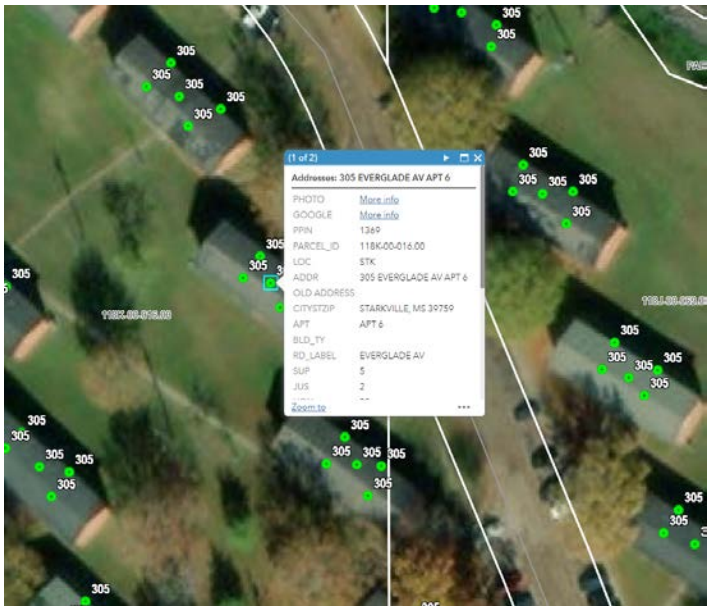
PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
	NO TAX SALES FOUND	

Back

HOME | CIVIL COURT | CRIMINAL COURT | JUDGMENT ROLL | MARRIAGE LICENSE | LAND REDEMPTION
ONLINE PROPERTY TAX PAYMENTS | ONLINE CAR TAG PAYMENTS
TERMS OF USE | PRIVACY POLICY



NOTICES SENT BY MAIL

Certified Mail sent to both the property and property owners address on 10/8/2021 informing them of the public hearing occurring on November 2, 2021.

7020 2450 0002 2194 1968

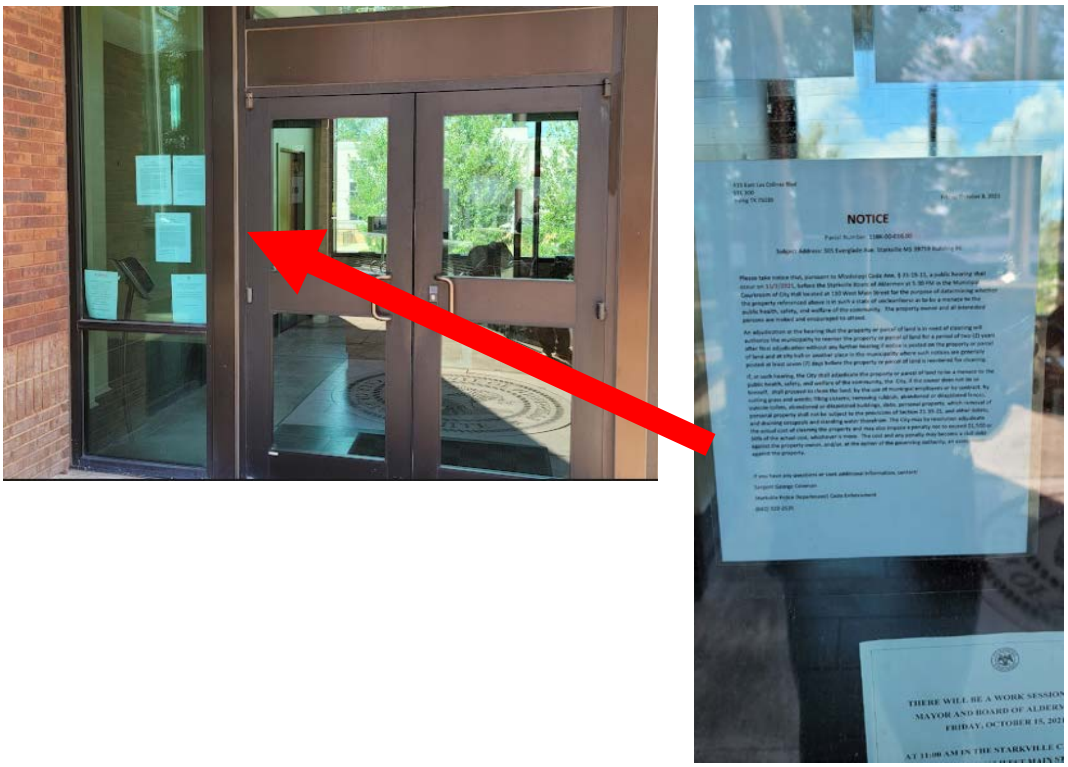
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee $
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $
Total Postage and Fees $
Postmark Here
Sent To Schoolhouse Road Estates C/O Tax Alliance
Brookville Garden
Street and Apt. No., or PO Box No. 433 East Las Colinas Blvd STE 300
City, State, ZIP+4® Irving Texas 75039
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 2450 0002 2194 1920

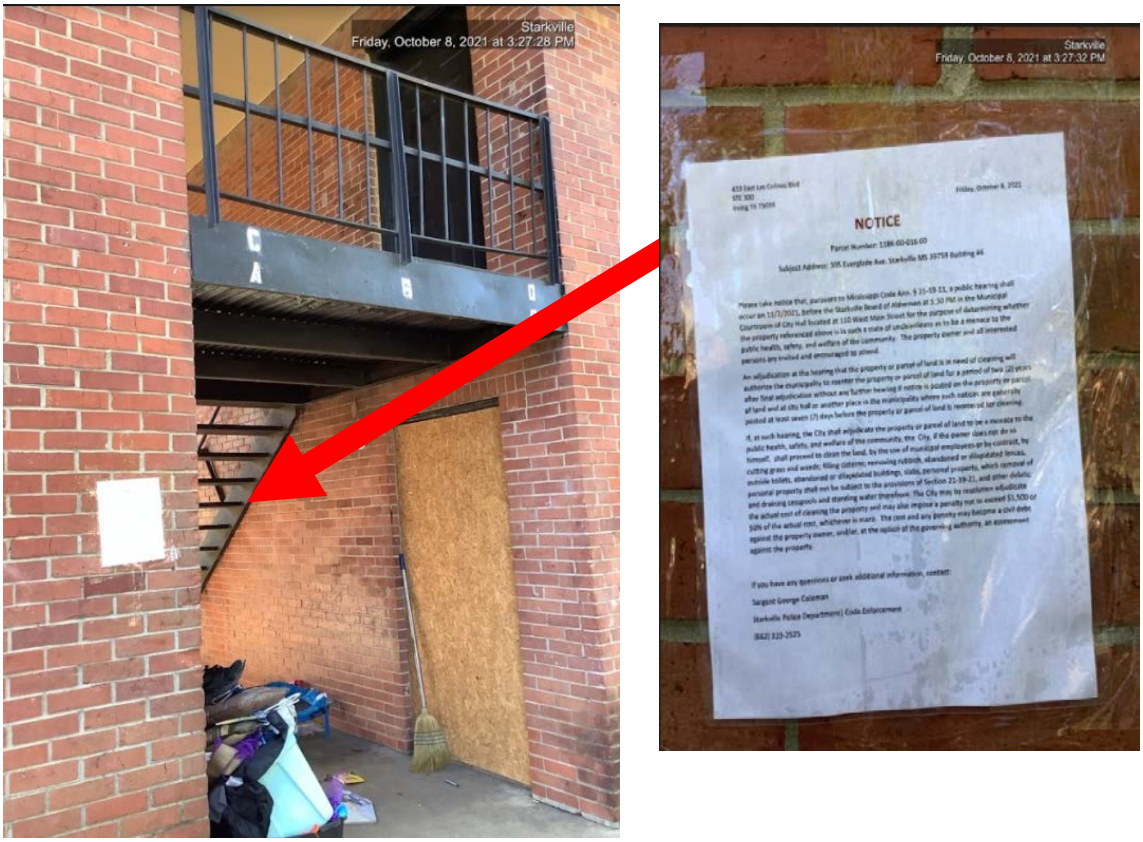
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee $
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $
Total Postage and Fees $
Postmark Here
Sent To Brookville Garden
Street and Apt. No., or PO Box No. 305 Everglade Ave
City, State, ZIP+4® Starkville MS 39759
See Reverse for Instructions

POSTING

Posted at City Hall on 10/08/2021.



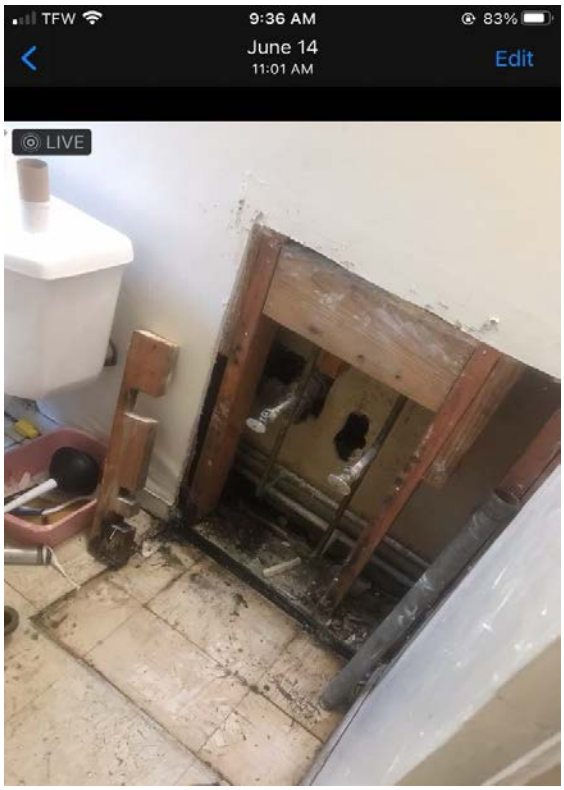
Posted at 305 Everglade Ave Building #6 on 10/08/2021.



NARRATIVE: CODE ENFORCEMENT OFFICER

Building 6 has 2 tenants, a young female in unit A and an elderly female in unit D. I Officer Perez received a call from the tenant in unit A on August 18th, 2021, Shakeevia Bishop. Mrs. Bishop wanted to report some issues in her apartment at 305 Everglade Ave. building 6 unit A. I asked Mrs. Bishop if she could take some photos of the issues and send them to me via text. After reviewing the photos I had received I added the building to my list for investigation along with buildings 16, 19, and 27. On September 9th, 2021 at about 11:30 am, Building Official Stein McMullen and I Sarah Perez arrived at 305 Everglade Ave building 6 to conduct an investigation of the building in order to build a case of dilapidation of the building. After entering each unit of building 6 and collecting photographic evidence of the extent of damage to the building, due to lack of repair, it is my professional opinion that this building does meet the definition of Mississippi Code Ann. § 21-19-11.

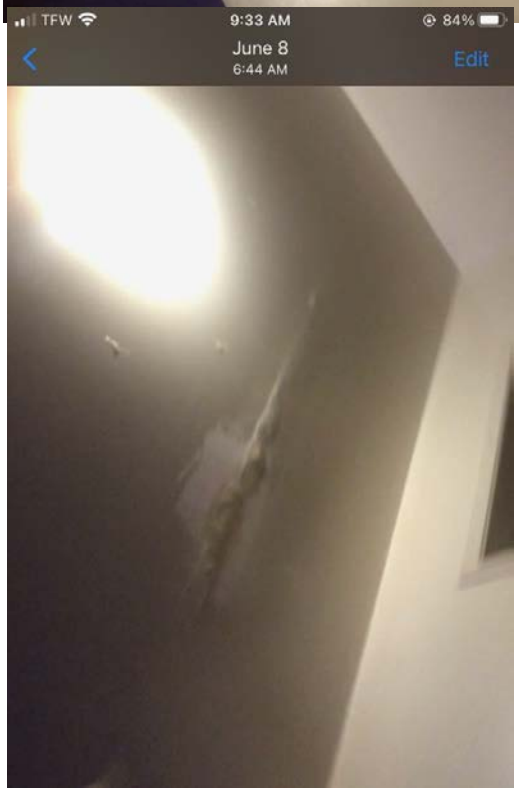
PHOTOS

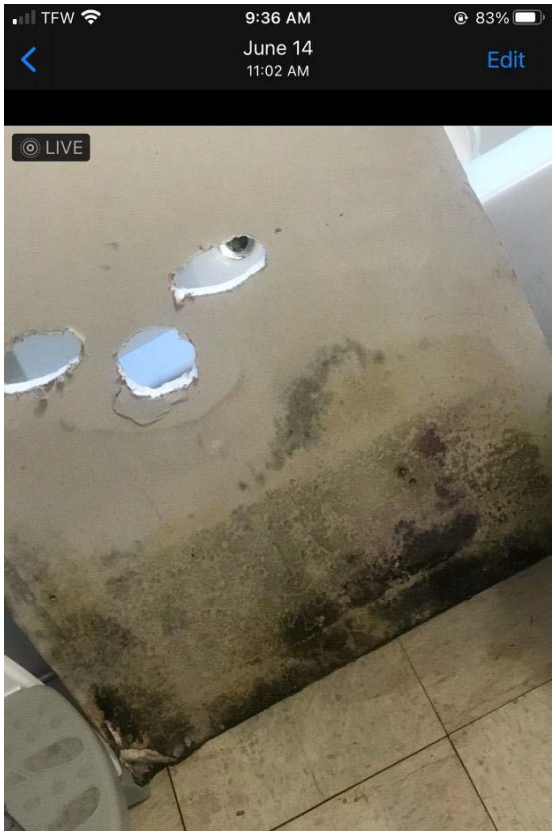


TFW
9:35 AM
83%
June 10
9:32 AM
Edit

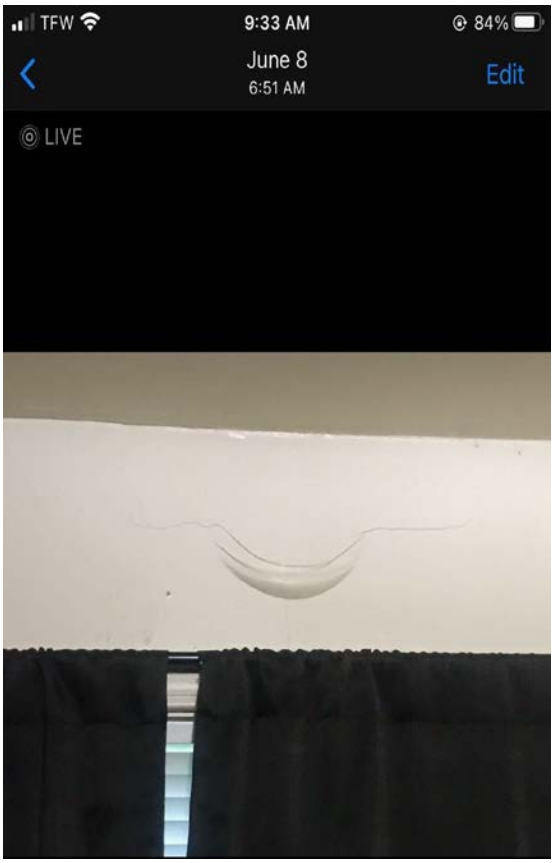
TFW
9:33 AM
84%
June 8
6:44 AM
Edit

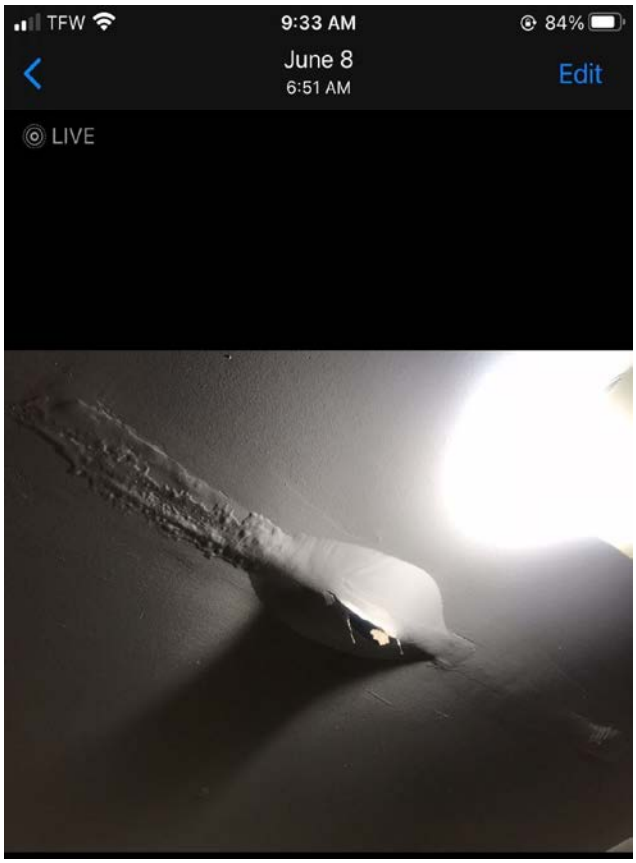
TFW
9:36 AM
83%
June 14
11:01 AM
Edit
LIVE

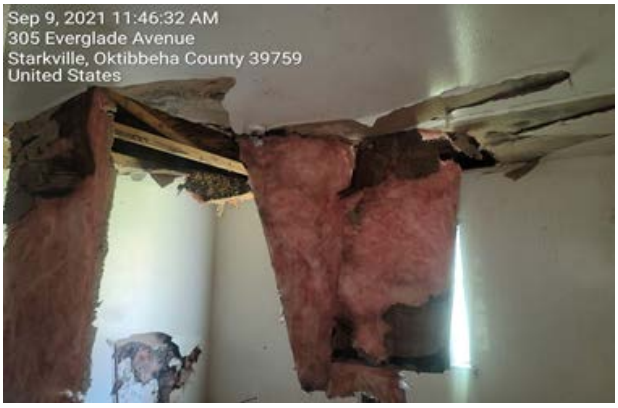

TFW
9:33 AM
84%
June 8
6:44 AM
Edit


TFW
9:36 AM
83%
June 14
11:02 AM
Edit
LIVE

TFW
9:33 AM
84%
June 8
6:51 AM
Edit
LIVE


TFW
9:33 AM
84%
June 8
6:51 AM
Edit
LIVE


TFW
9:33 AM
84%
June 8
6:51 AM
Edit
LIVE

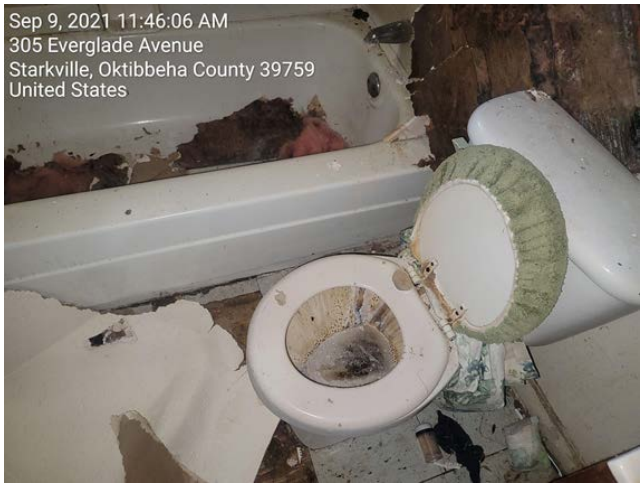

Sep 9, 2021 11:46:32 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

Sep 9, 2021 11:46:44 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

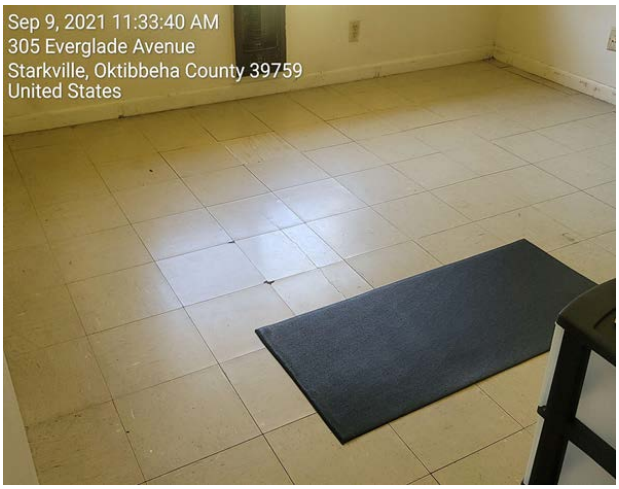
Sep 9, 2021 11:32:14 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

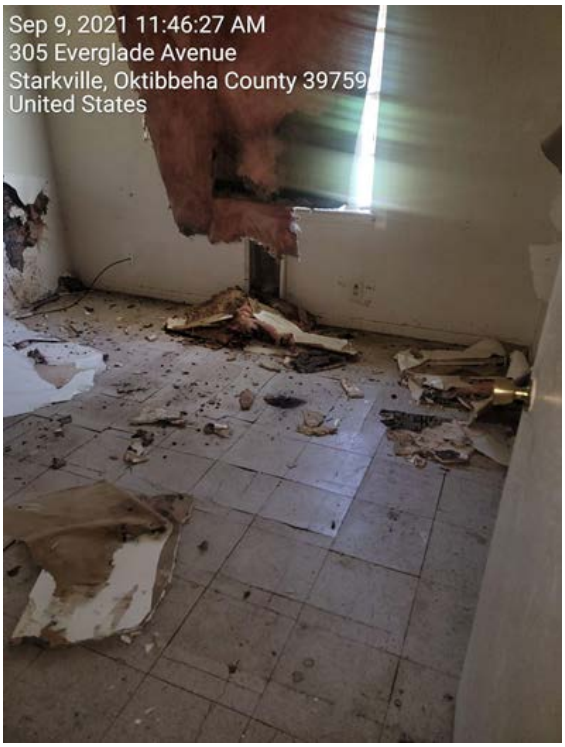
Sep 9, 2021 11:46:39 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

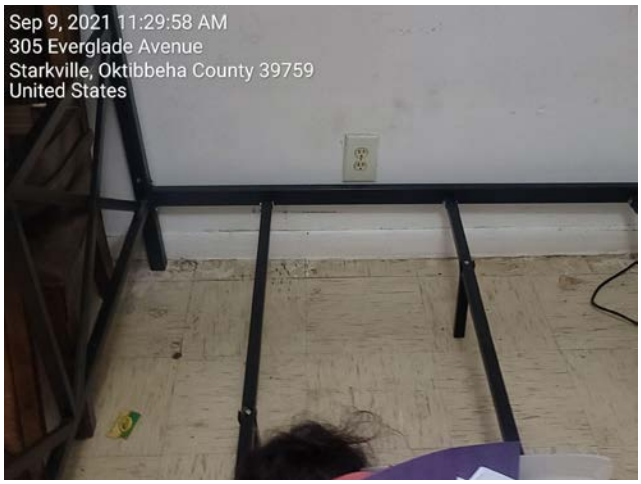
Sep 9, 2021 11:45:49 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States


Sep 9, 2021 11:46:06 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

Sep 9, 2021 11:33:31 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

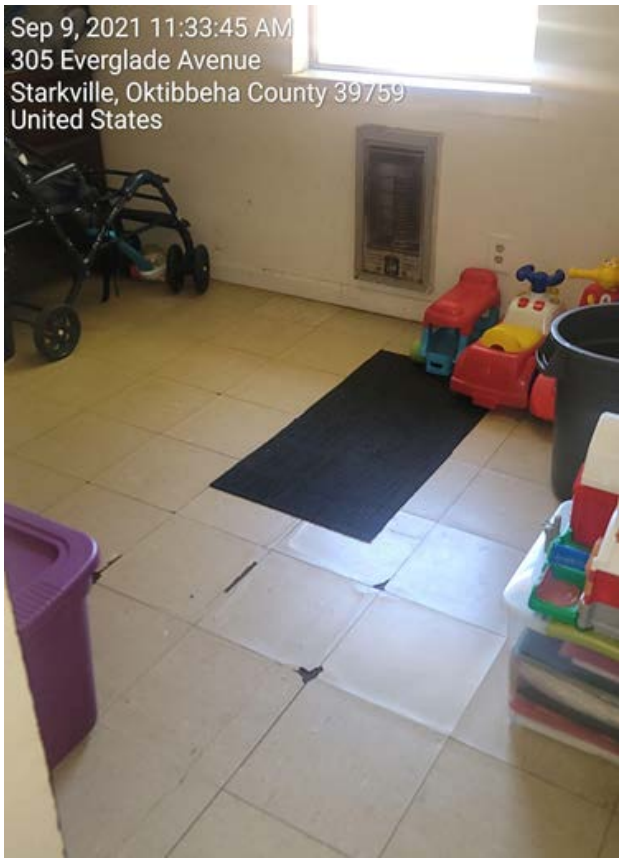

Sep 9, 2021 11:33:40 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

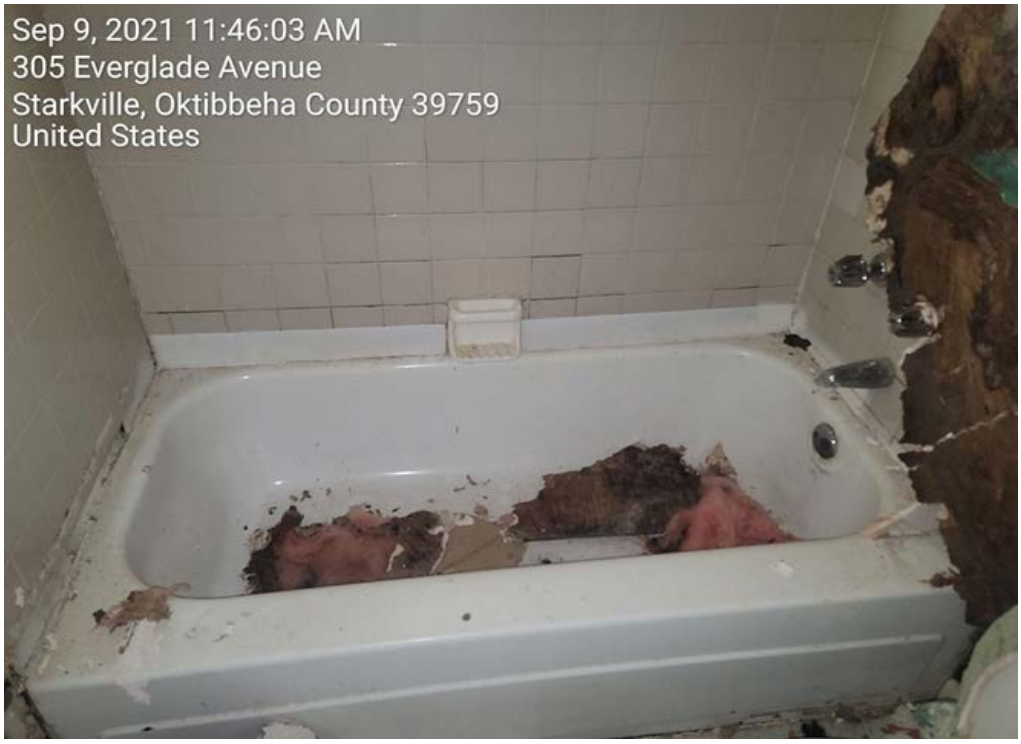

Sep 9, 2021 11:46:27 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States


Sep 9, 2021 11:29:58 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

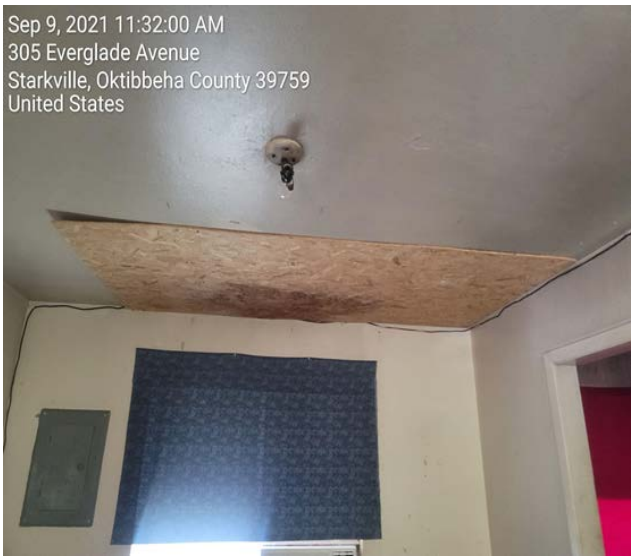
Sep 9, 2021 11:32:03 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

Sep 9, 2021 11:33:57 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

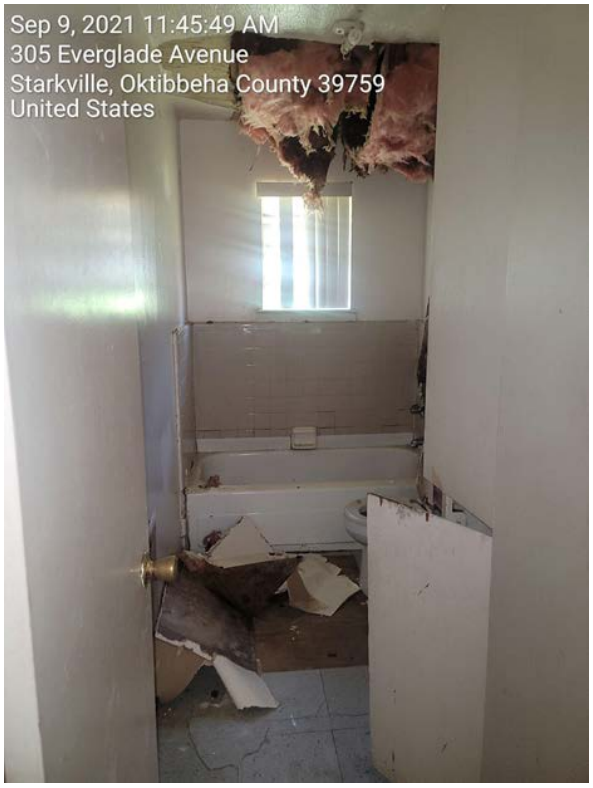

Sep 9, 2021 11:33:45 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

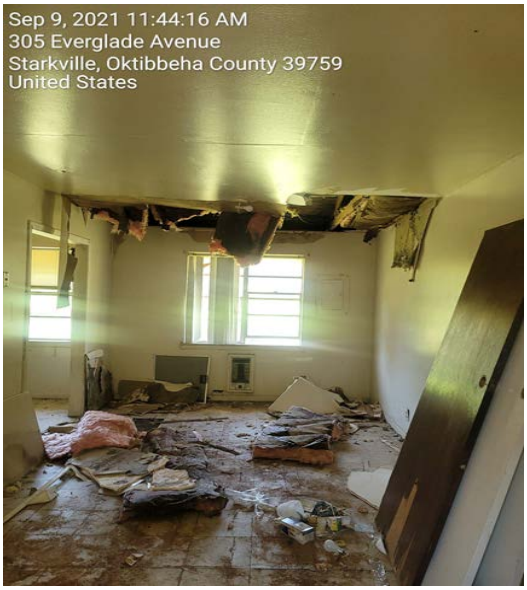

Sep 9, 2021 11:46:03 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

Sep 9, 2021 11:45:32 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

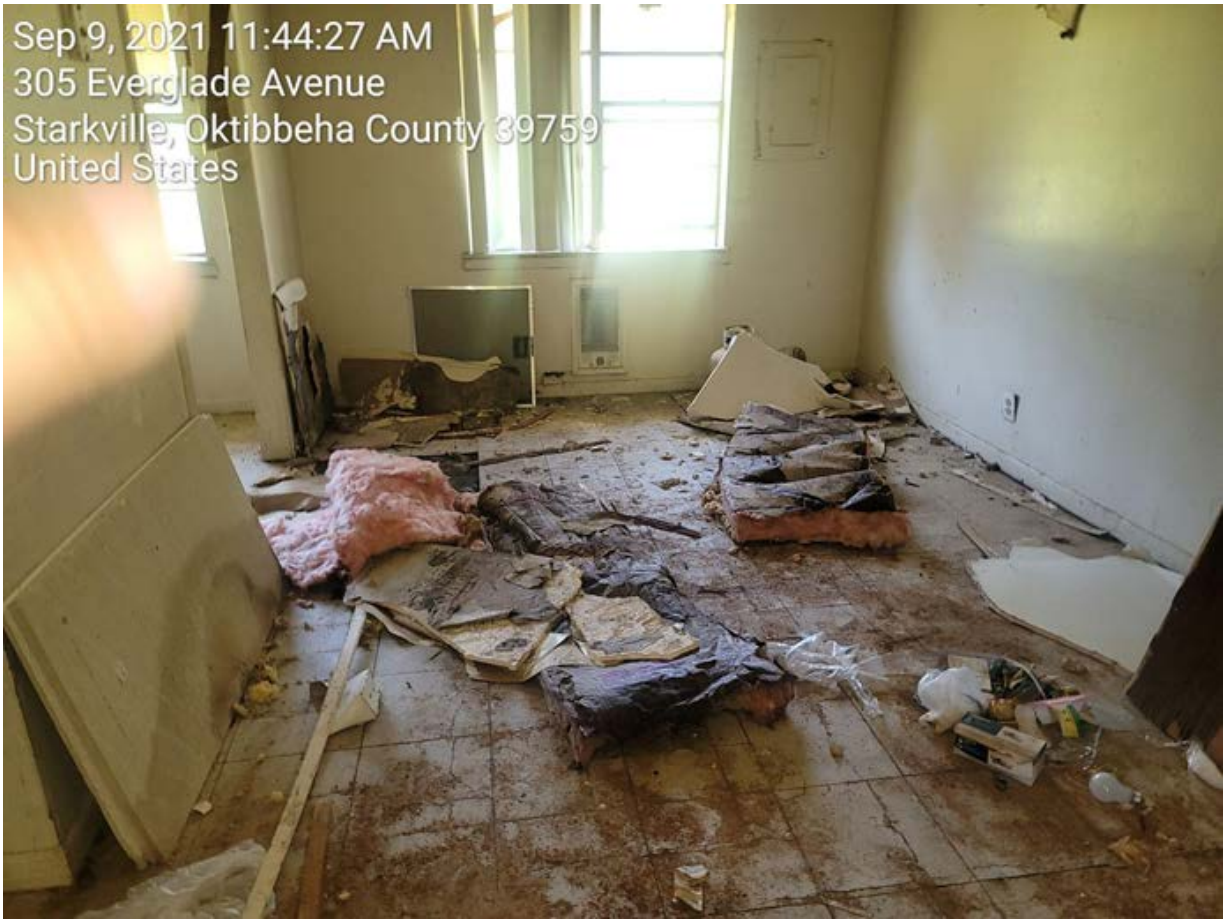

Sep 9, 2021 11:32:00 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

Sep 9, 2021 11:45:39 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States


Sep 9, 2021 11:45:49 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States


Sep 9, 2021 11:44:16 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

Sep 9, 2021 11:31:01 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States


Sep 9, 2021 11:44:27 AM
305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States

NARRATIVE: BUILDING OFFICIAL

305 Everglade Building 6

On August 18, 2021, Officer Perez received complaints from the occupant at 305 Everglade Ave. Building 6-A. The occupant of 6-A sent photos to Officer Perez and she forwarded them to me. That same day the occupant came to city hall to file a complaint against the property. The occupant reported that water is leaking into her apartment and mold is growing on the walls of her bathroom.

On September 9, 2021 I, Stein McMullen, presented to Municipal Court Judge Brian Kelley an Affidavit and Administrative Inspection Warrant Affidavit to obtain entry into the said property. Judge Kelley granted the Administrative Inspection Warrant.

On September 9, 2021 at or around 10:00 am Officer Perez and I went to 305 Everglade Avenue and met with the on-site manager to present her with the Inspection Warrant. She walked with us as we did the inspection of building 6 to provide us access to areas that we needed keys to enter.

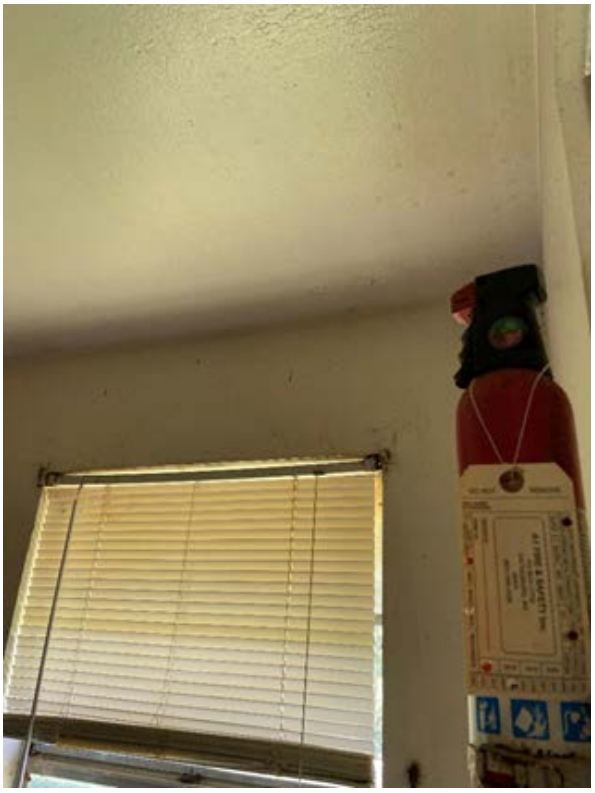
Listed below are the unsafe conditions.

1. Water leaking into living spaces through the ceiling and light fixtures.
2. Gypsum board and insulation falling into living spaces.
3. Inadequate repairs to the roof that allow water to continue to enter the unit.
4. Mildew and mold growing on wall and ceiling surfaces.
5. Mildew and mold growing on the roof decking and roof structure components.
6. Fire Extinguishers are due for service.
7. Tile separating from floor assembly.
8. Floor assembly is spongy due to the presence of water damage.

Building 6 meets the following code conditions in the **2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.**

111.1.1 Unsafe Structures An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

111.1.3 Structure Unfit for Human Occupancy A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public



AGENDA ITEM DEPT.: Police Department

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: November 2, 2021
PAGE: Page 1 of 16

SUBJECT:
Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 305 Everglade Ave Building #16 with the parcel number 118K-00-016.00 is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community.

SUMMARY:
Initial inspection of 305 Everglade Building #16 (Parcel # 118K-00-016.00) was performed on September 1st, 2021 and re-inspection on September 9th, 2021 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

Public Notices of the public hearing were posted on the subject property **10/08/2021** and City Hall **10/08/2021**. Notification letters of the public hearing were sent **10/08/2021** to the property tax payer/owner *Brookville Schoolhouse Road Estates* at the address *433 East Las Colinas Blvd Ste 300 Irving, Tx 75039* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected.

REQUESTING DEPARTMENT: Police-Code Enforcement

DIRECTOR'S AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Sergeant Coleman @ 662-323-4131

SUGGESTED MOTION:
Move to determine that the building located at 305 Everglade Ave Building #16 with the parcel number 118K-00-016.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.

TAX INFORMATION

a County Mississippi Delta Com

Property Link

OKTIBBEHA COUNTY, MS

Current Date **8/31/2021**

Tax Year 2020
Records Last Updated **8/30/2021**

PROPERTY DETAIL

OWNER	BROOKVILLE SCHOOLHOUSE ROAD ES	**ACRES :** **NA**
	C/O ALLIANCE TAX ADVISORS	**LAND VALUE :** 102190
	433 E LAS COLINAS BLVD STE 300	**IMPROVEMENTS :** 2539960
	IRVING TX 75039	**TOTAL VALUE:** 2642150
		ASSESSED : 396323

PARCEL 118K-00-016.00

ADDRESS 305 EVERGLADE AVE

TAX INFORMATION

YEAR 2020	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	21833.43	21833.43	0.00
CITY	11941.21	11941.21	0.00
SCHOOL	25804.59	25804.59	0.00
TOTAL	59579.23	59579.23	0.00

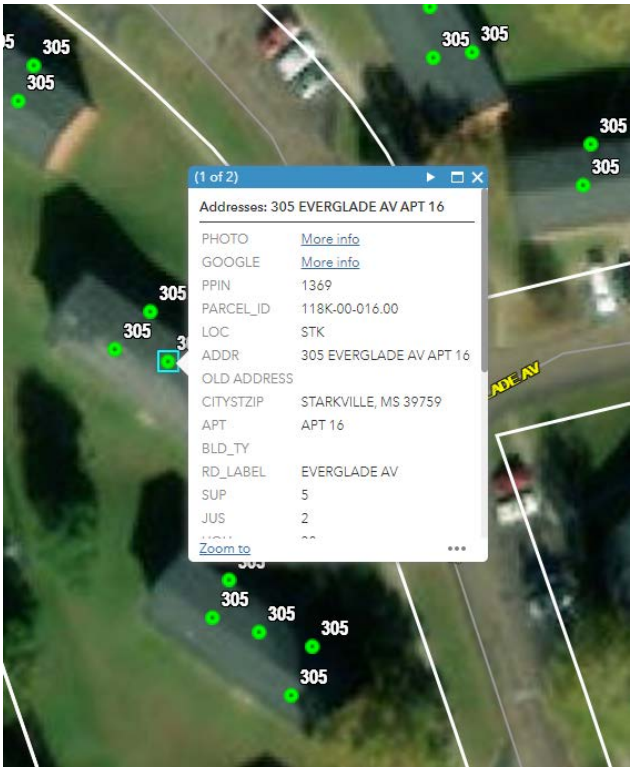
A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 1 / 15 / 2021

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	LOT 7 CITY BLK 73
HOMESTEAD CODE	None		MAP 118K DB/PG 640/68 2012/434
TAX DISTRICT	5110		6
PPIN	001369		B 2012 P 4346 06/28/2012
SECTION	33		
TOWNSHIP	19N		
RANGE	14E		

Book 2012 **Page** 4346

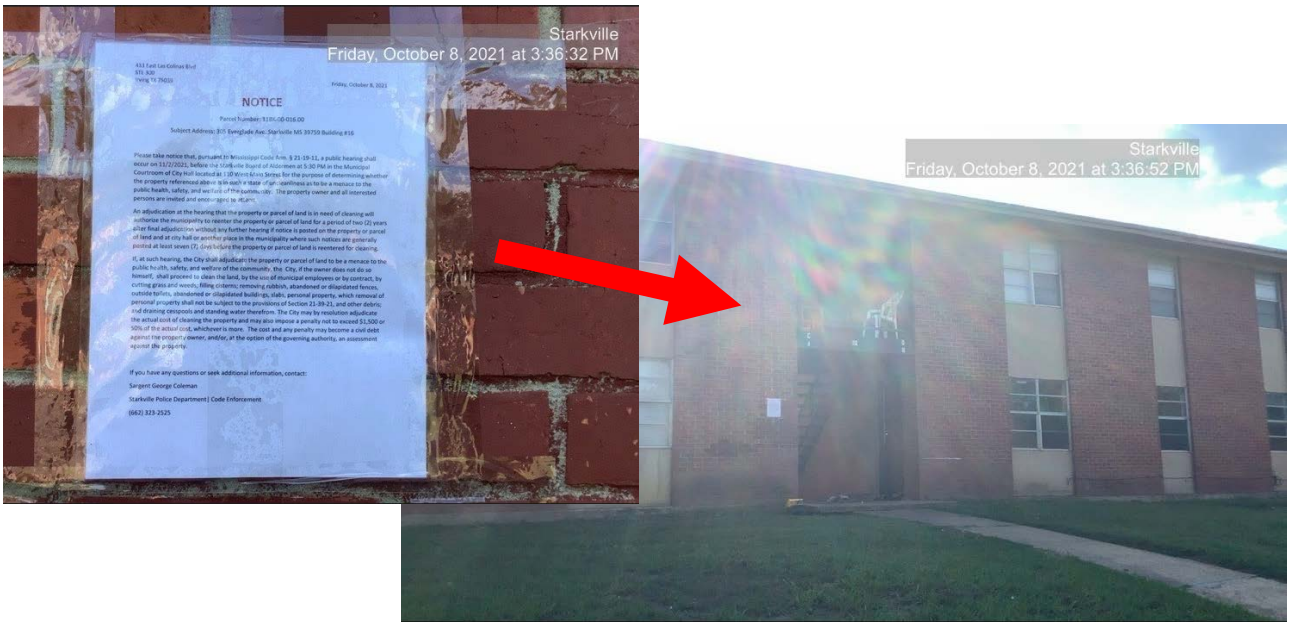


NOTICES SENT BY MAIL

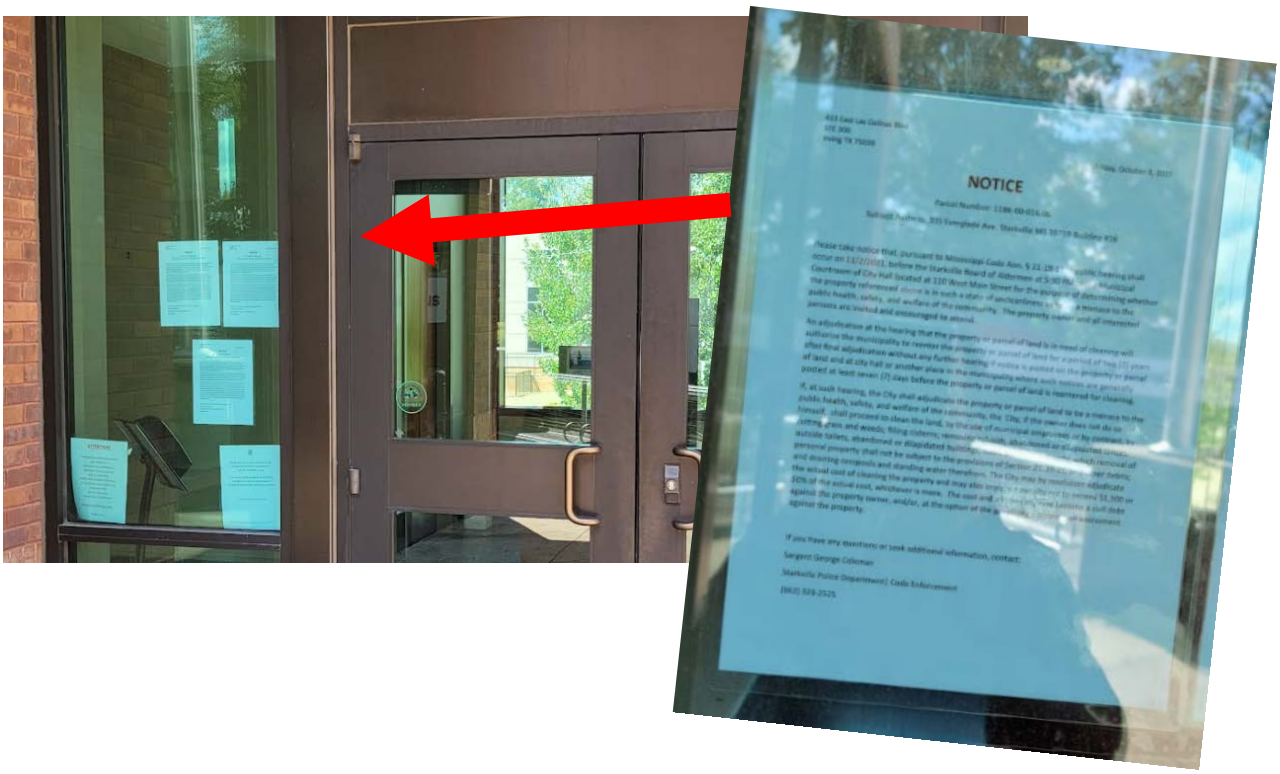
Certified Mail sent to both the property and property owners address on 10/8/2021 informing them of the public hearing occurring on November 2, 2021.

POSTING

Notice Posted at 305 Everglade Ave Building #16 on 10/08/2021.



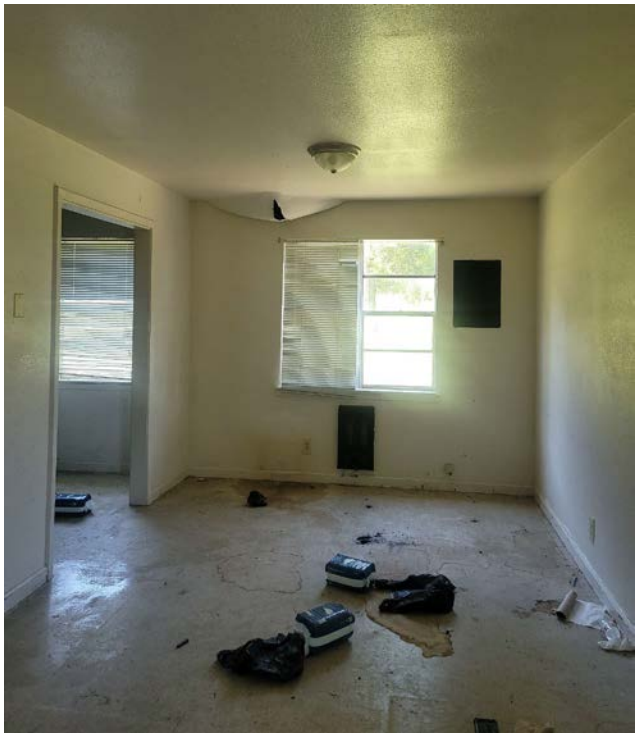
Notice Posted at City Hall on 10/08/2021.

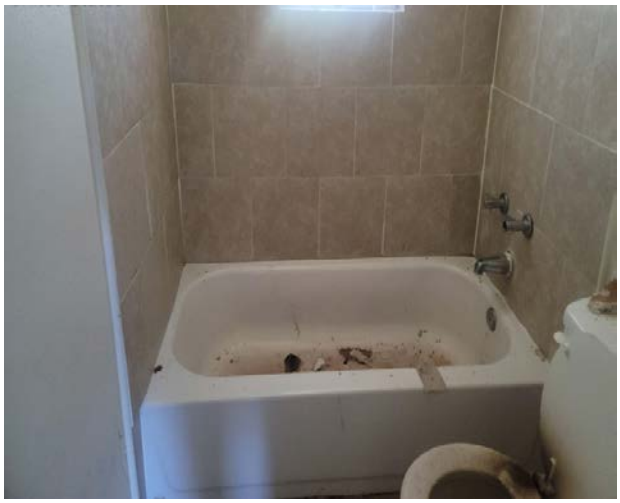


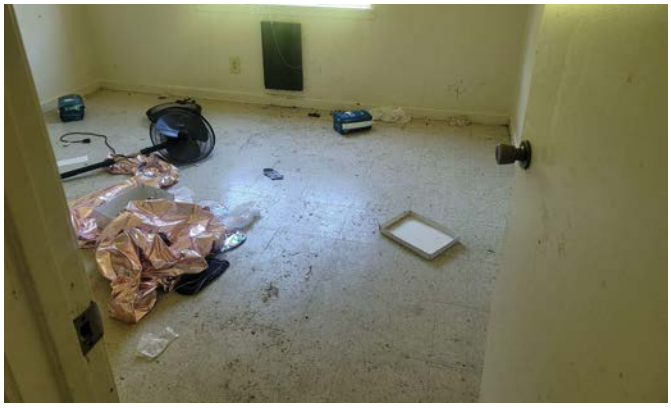
NARRATIVE: CODE ENFORCEMENT OFFICER

Building 16 - On August 5th, 2021, Building Official Stein McMullen and I Officer Perez were approached by a tenant from building 16. We went ahead to building 16 to investigate the complaint and collect photographic evidence to build the case. Since we were already on location, we proceeded on to building 19 to take photos of the outside of the building for proof of work not being done. On September 1st, 2021, Building Official Stein McMullen contacted me to inform me that we need to proceed with our investigation of 305 Everglade Ave on buildings 6, 16, and 19. After Stein McMullen acquired the necessary warrants for entry to all units in all 3 of the buildings in question, we set a date for the investigation. On September 9th, 2021, at approximately 10:30 am Stein McMullen and I Officer Perez arrived at the complex management office to present the warrants for entry to the buildings. As soon as the property manager collected all keys needed for entry, we began our investigation in the order of 16, 19, and 6. After collecting all photographic evidence needed from all units of the extent of damage to each of the buildings, due to lack of repair, it is my professional opinion that these buildings do meet the definition of Mississippi Code Ann. § 21-19-11.

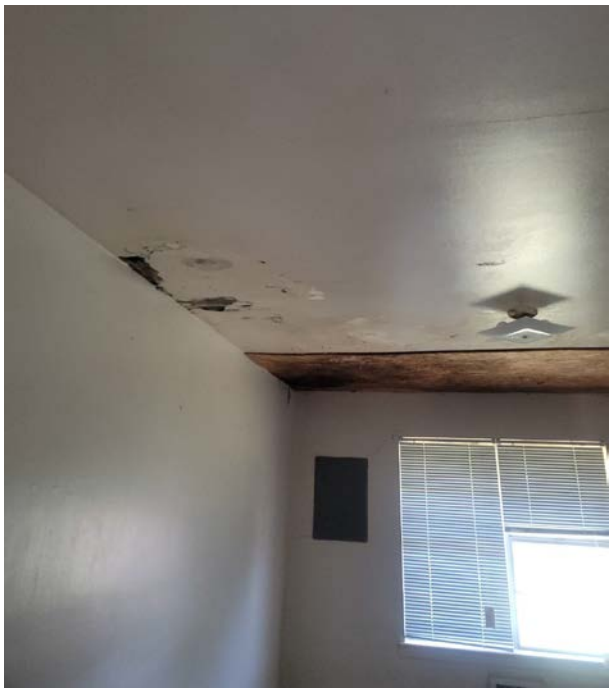
PHOTOS





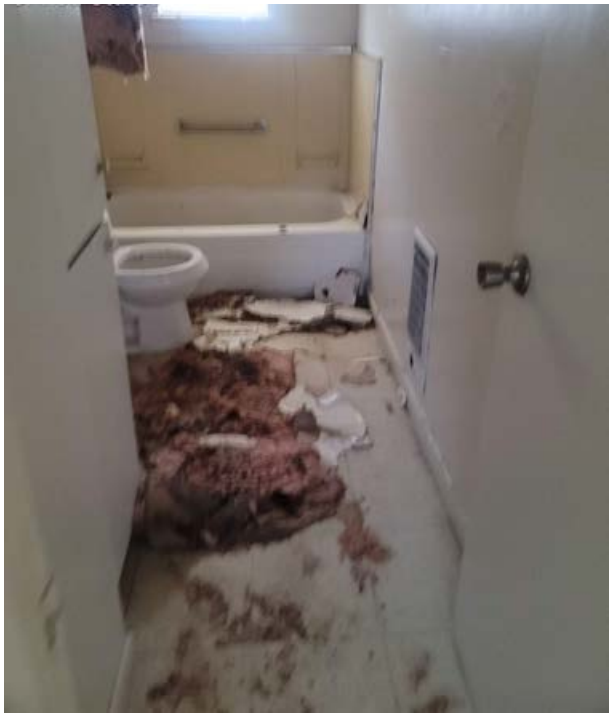


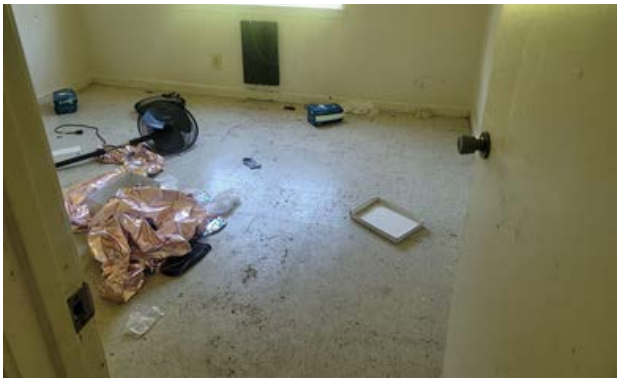
\

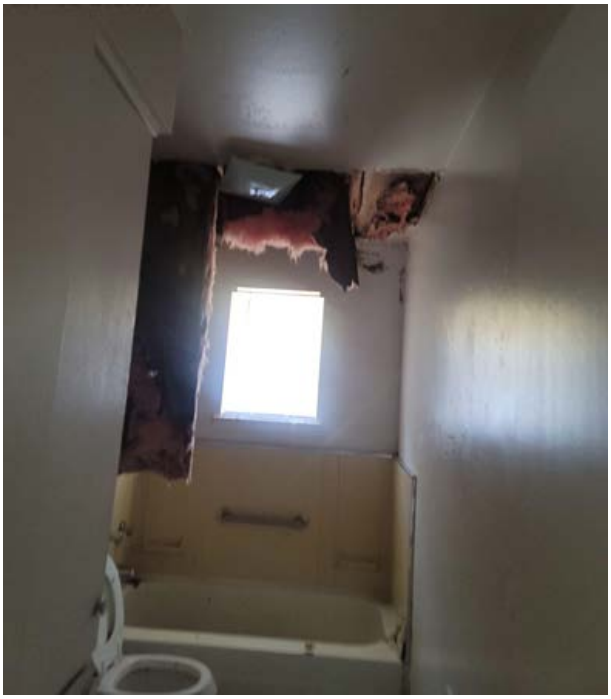


Aug 9, 2021 10:15:22 AM
Peoples Street
Starkville, Oktibbeha County 39759

Sep 9, 2021 10:57:54 AM
8 Peoples Street
Starkville, Oktibbeha County 39759
United States







NARRATIVE: BUILDING OFFICIAL

On August 9, 2021, Officer Perez and I were investigating a complaint from a resident that was received on 305 Everglade Ave. building 16. While conducting the investigation a resident of Building 16-C asked if we could look at her apartment.

On September 9, 2021 I, Stein McMullen, presented to Municipal Court Judge Brian Kelley an Affidavit and Administrative Inspection Warrant Affidavit to obtain entry into the said property. Judge Kelley granted the Administrative Inspection Warrant.

On September 9, 2021 at or around 10:00 am Officer Perez and I went to 305 Everglade Avenue and met with the on-site manager to present her with the Inspection Warrant. She walked with us as we did the inspection of the building to provide us access to areas that we needed keys to enter.

Listed below are the unsafe conditions.

1. Water leaking into living spaces through the ceiling and light fixtures.
2. Gypsum board and insulation falling into living spaces.
3. Inadequate repairs to the roof that allow water to continue to enter the unit.
4. Mildew and mold growing on wall, floors and ceiling surfaces.
5. Mildew and mold growing on the roof decking and roof structure components.
6. Tile separating from floor assembly.
7. Floor assembly is spongy due to the presence of water damage.

Building 16 meets the following code conditions in the 2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.

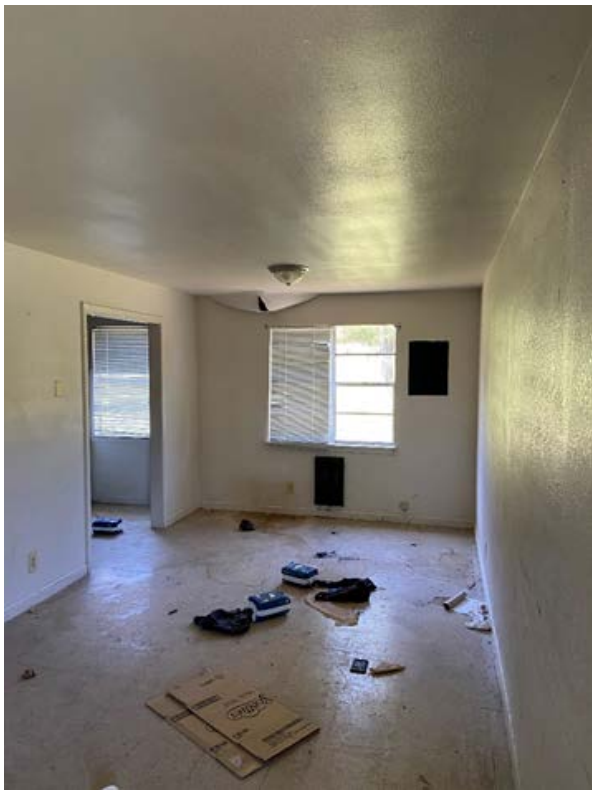
111.1.1 Unsafe Structures

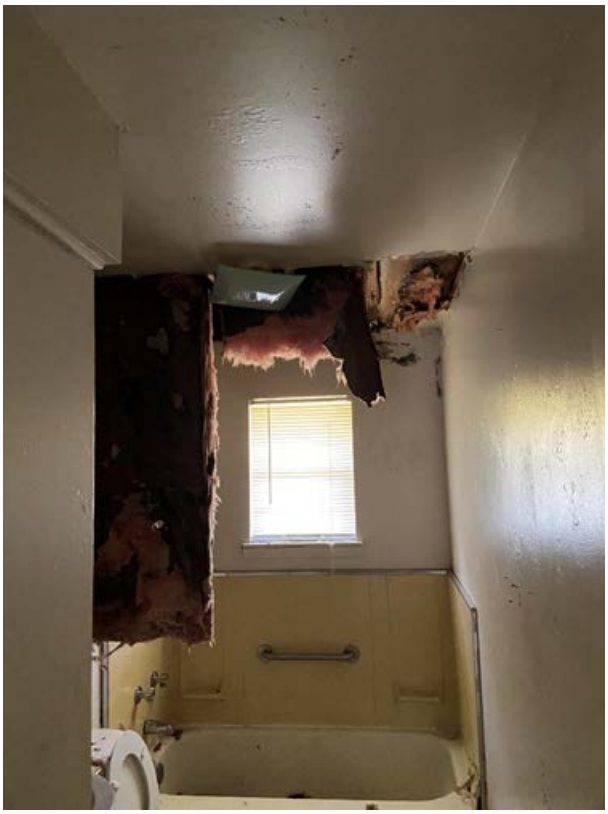
An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

111.1.3 Structure Unfit for Human Occupancy

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

C
A
16
D
B





AGENDA ITEM DEPT.: Police Department

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: November 2, 2021
PAGE: Page 1 of 24

SUBJECT:
Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 305 Everglade Ave Bldg. 19 with the parcel number 118K-00-016.00 is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community.

SUMMARY:
Initial inspection of 305 Everglade Building #19 (Parcel # 118K-00-016.00) was performed on September 1st, 2021 and re-inspected on September 9th, 2021 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

Public Notices of the public hearing were posted on the subject property **10/08/2021** and City Hall **10/08/2021**. Notification letters of the public hearing were sent **10/08/2021** to the property tax payer/owner *Brookville Schoolhouse Road Estates* at the address *433 East Las Colinas Blvd Ste 300 Irving, Tx 75039* and also to the mailing address for the subject property. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property ad valorem tax is collected.

REQUESTING DEPARTMENT: Police-Code Enforcement

DIRECTOR'S AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Sergeant Coleman @ 662-323-4131

SUGGESTED MOTION:
Move to determine that the building located at 305 Everglade Ave Bldg. 19 with the parcel number 118K-00-016.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11.

TAX INFORMATION

Property Link
OKTIBBEHA COUNTY, MS

Current Date **10/25/2021**

Tax Year 2020
Records Last Updated **10/22/2021**

PROPERTY DETAIL		
OWNER	BROOKVILLE SCHOOLHOUSE ROAD ES	**ACRES :** **NA**
	C/O ALLIANCE TAX ADVISORS	**LAND VALUE :** 102190
	433 E LAS COLINAS BLVD STE 300	**IMPROVEMENTS :** 2539960
	IRVING TX 75039	**TOTAL VALUE:** 2642150
		ASSESSED : 396323
PARCEL	118K-00-016.00	
ADDRESS	305 EVERGLADE AVE	

TAX INFORMATION

YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	21833.43	21833.43	0.00
CITY	11941.21	11941.21	0.00
SCHOOL	25804.59	25804.59	0.00
TOTAL	59579.23	59579.23	0.00

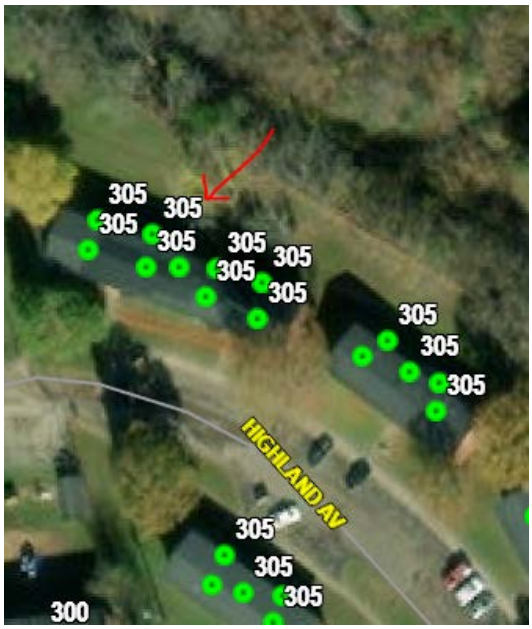
A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 1 / 15 / 2021

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	LOT 7 CITY BLK 73
HOMESTEAD CODE	None		MAP 118K DB/PG 640/68 2012/434
TAX DISTRICT	5110		6
PPIN	001369		B 2012 P 4346 06/28/2012
SECTION	33		
TOWNSHIP	19N		
RANGE	14E		

Book 2012 **Page** 4346



NOTICES SENT BY MAIL

Certified Mail sent to both the property and property owners address on 10/8/2021 informing them of the public hearing occurring on November 2, 2021.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee $
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $
Total Postage and Fees $

Postmark Here
OCT - 8 2021

Sent To
Brookville Schoolhouse Road Estate C/O Tax Alliance
Street and Apt. No., or PO Box No.
433 East Las Colinas Blvd STE300
City, State, ZIP+4®
Irving Texas 75039

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 2450 0002 2194 1975

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee $
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $
Adult Signature Required $
Adult Signature Restricted Delivery $
Postage $
Total Postage and Fees $

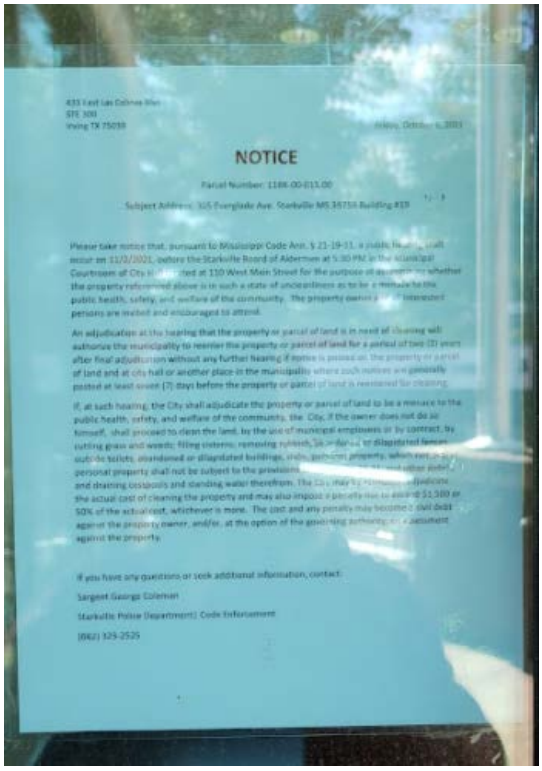
Postmark Here
OCT 2021

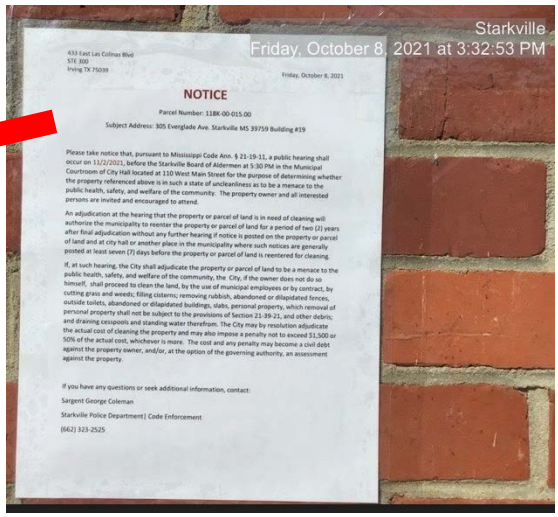
Sent To
Brookville Garden
Street and Apt. No., or PO Box No.
305 Everglade Ave
City, State, ZIP+4®
Starkville MS 39759

7020 2450 0002 2194 1944

POSTING

Notices were posted at both the property and Starkville City Hall on 10/8/2021.





NARRATIVE: CODE ENFORCEMENT OFFICER

Building 19 - On September 21st 2017 this building caught fire. It can be found in the City of Starkville Minute Book 62 on August 20, 2019 under the Community Development Department Code Enforcement that a call for public hearing was listed for consideration. A public hearing was set for September 17, 2019, The city condemned this building and were planning to tear it down. The property owners requested time to make repairs to the building to bring it back into code and the city agreed to work with them. On August 19th 2020 the property owners acquired a permit to begin construction on the building. On August 19th 2021 the city terminated the permit due to the lack of work being done in the past 180 days.

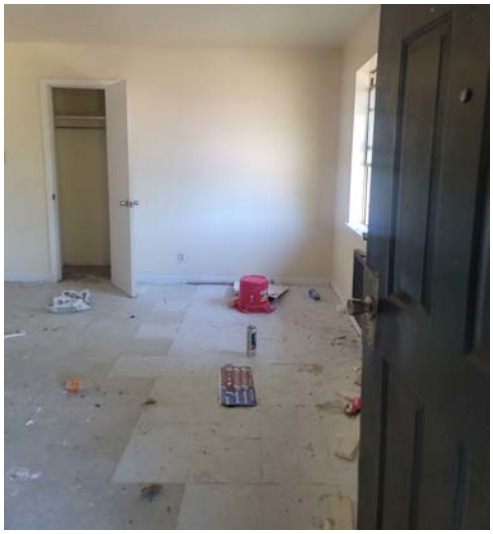
2021 IBC

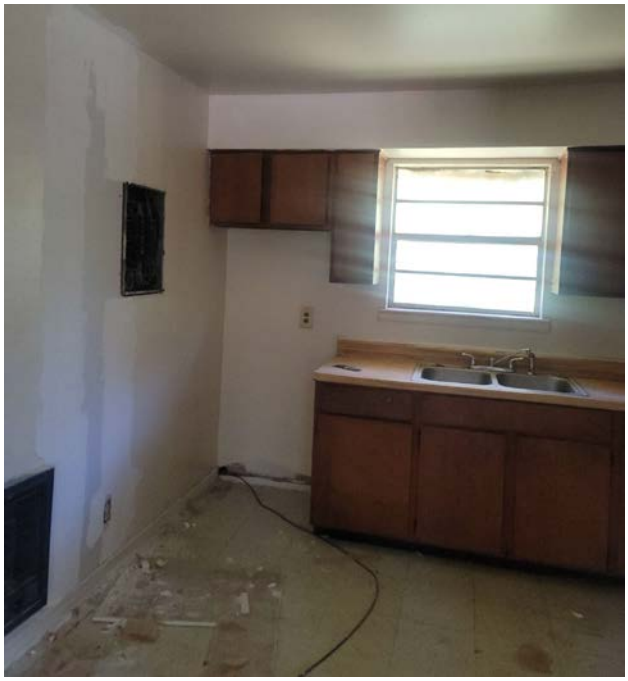
105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

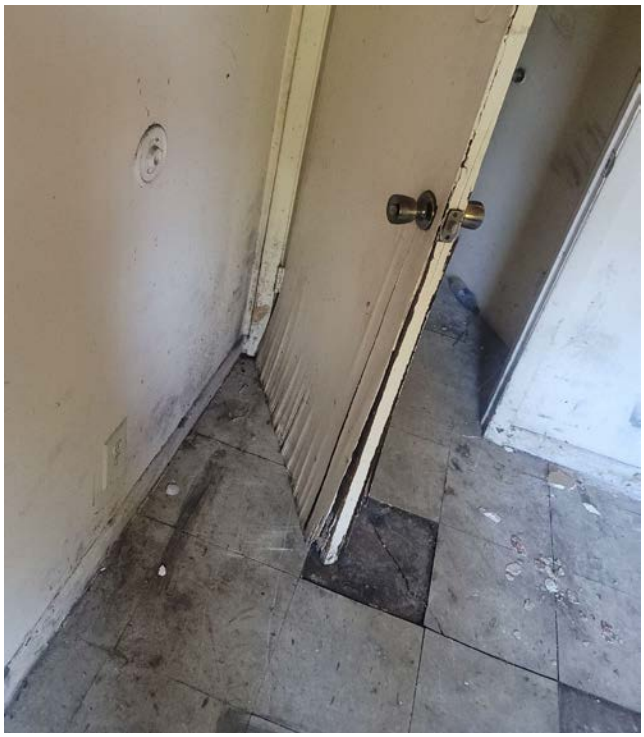
On August 5th, 2021, Building Official Stein McMullen and I Officer Perez were investigating building 16. Since we were already on location, we proceeded on to building 19 to take photos of the outside of the building for proof of work not being done. On September 1st, 2021, Building Official Stein McMullen contacted me to inform me that we need to proceed with our investigation of 305 Everglade Ave on buildings 6, 16, and 19. After Stein McMullen acquired the necessary warrants for entry to all units in all 3 of the buildings in question we set a date for the investigation. On September 9th, 2021, at approximately 10:30 am Stein McMullen and I Officer Perez arrived at the complex management office to present the warrants for entry to the buildings. As soon as the property manager collected all keys needed for entry we began our investigation in the order of 16, 19, and 6. After collecting all photographic evidence needed from all units of the extent of damage to each of the buildings, due to lack of repair, it is my (Officer Perez) professional opinion that this building does meet the definition of Mississippi Code Ann. § 21-19-11.

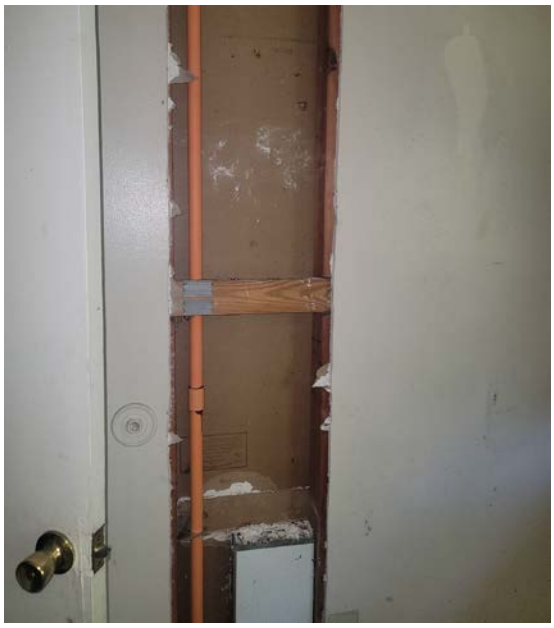
PHOTOS

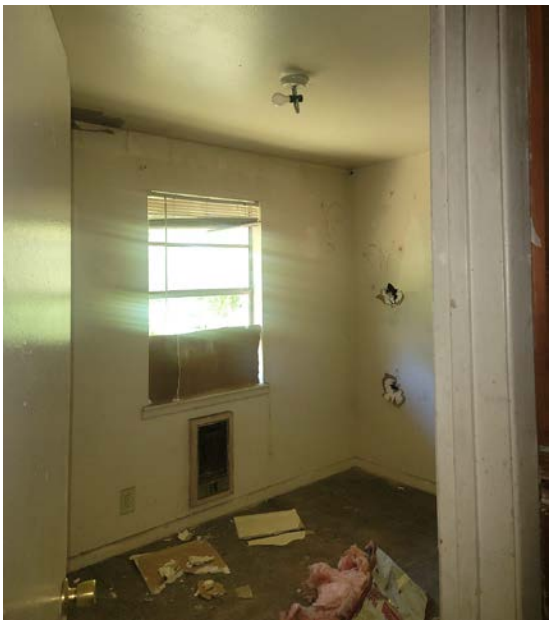
`

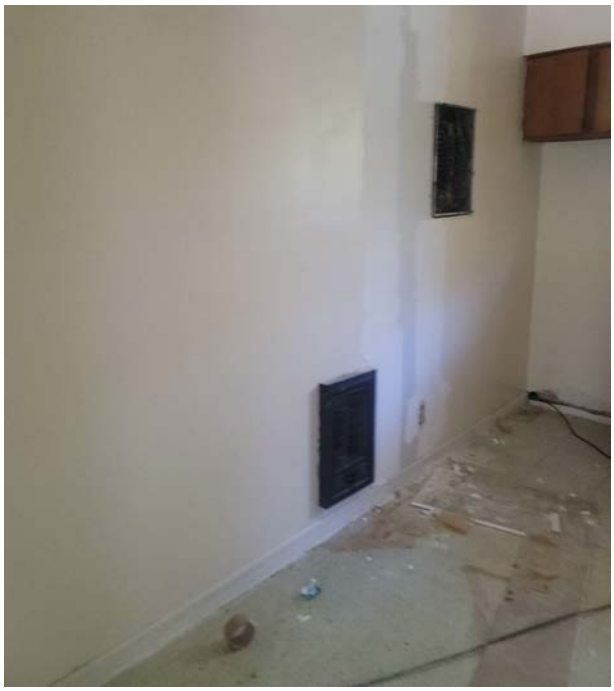












NARRATIVE: BUILDING OFFICIAL

305 Everglade Building 19

On October 19, 2019 Building 19 was brought before the board pursuant to Mississippi Code Ann. § 21-19-11.

On August 19, 2020 a building Permit was issued.

On August 19, 2021 the building permit expired due to abandonment of work for 180 days after work has commenced.

On September 9, 2021 I, Stein McMullen, presented to Municipal Court Judge Brian Kelley an Affidavit and Administrative Inspection Warrant Affidavit to obtain entry into the said property. Judge Kelley granted the Administrative Inspection Warrant.

On September 9, 2021 at or around 10:00 am Officer Perez and I went to 305 Everglade Avenue and met with the on-site manager to present her with the Inspection Warrant. She walked with us as we did the inspection of the building to provide us access to areas that we needed keys to enter.

Listed below are the unsafe conditions.

1. Water leaking into living spaces through the ceiling and light fixtures.
2. Gypsum board and insulation falling into living spaces.
3. Inadequate repairs to the roof that allow water to continue to enter the unit.
4. Mildew and mold growing on walls, floors and ceiling surfaces.
5. Mildew and mold growing on the roof decking and roof structure components.
6. Tile separating from floor assembly.
7. Floor assembly is spongy due to the presence of water damage.
8. Broken windows and doors.
9. Fire damage has not been repaired.

Building 16 meets the following code conditions in the **2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.**

111.1.1 Unsafe Structures

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

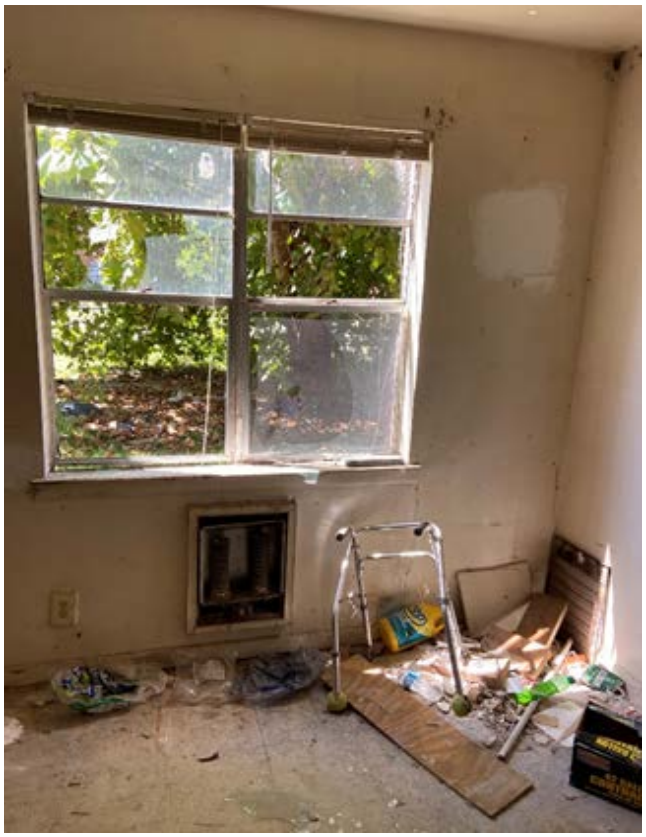
111.1.3 Structure Unfit for Human Occupancy

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public

108.1.5 Dangerous Structure or Premises

For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act



RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021 (MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF $700,000 TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND A PLACEMENT AGREEMENT FOR THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A PRIVATE PLACEMENT MEMORANDUM PERTAINING TO THE SALE OF THE BONDS; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; AND FOR RELATED PURPOSES.

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

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

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

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

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

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

"Board" means the Board of Supervisors of the County.

"Bonds" shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project), authorized and directed to be issued in the Bond Resolution. The Bonds shall be in the maximum principal amount of $700,000, but in the actual amount sold and issued pursuant to the Bond Purchase Agreement, out of the total authorized amount of $3,200,000.

"Bond Counsel" shall mean Watkins & Eager PLLC, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds (a "Nationally Recognized Bond Counsel").

"Bond Fund" shall mean the Tax Increment Financing Bond Fund (MSU Portion of the Cotton Mill Marketplace Project), including a Reserve Fund, if any, as created by Section 2.01 of the Bond Resolution and provided for in the Interlocal Agreement.

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

"Bond Purchase Agreement" shall mean the bond purchase agreement, commitment to finance, term sheet, or other similar agreement to be entered into between the Municipality and the Purchaser for the sale and purchase of the Bonds, attached here to as **Attachment B**.

"Bond Resolution" shall mean this resolution authorizing and directing the issuance of the Bonds.

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

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

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

"Chancery Clerk" shall mean the Chancery Clerk of the County.

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

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

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

"Costs of the Infrastructure Improvements" shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements.

"Counsel to the Municipality" shall mean Christopher J. Latimer, Mitchell, McNutt & Sams, Starkville, Mississippi, as Counsel to the Municipality.

"County" shall mean Oktibbeha County, Mississippi.

"County Ad Valorem TIF Revenues" shall mean 75% of the County's additional ad valorem tax revenues received by the County resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

"Debt Service Reserve Requirement" means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each one year period beginning on the Closing Date of one year and ending on the last day of September of the following year) on all Bonds then outstanding; (ii) 120% of average annual debt service on the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

"Developer" shall mean, together, Cooley Center, LLC, a Mississippi limited liability company and Cooley Center Hotel, LLC, a Mississippi limited liability company, any affiliates or any entities related thereto, or any successors or assigns thereof, the Developer of the Project.

"Development and Reimbursement Agreement" shall mean the development and reimbursement agreement between the Municipality and the Developer dated April 17, 2013.

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

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

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

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

"Improvement Fund" shall mean the Tax Increment Financing Improvement Fund (MSU Portion of the Cotton Mill Marketplace Project), created by Section 2.01 of the Bond Resolution.

"Infrastructure Improvements" shall mean various public infrastructure improvements, as described further in the TIF Plan, including, but not limited to, installing or constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, demolition or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, and surface parking; demolition of structures; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related soft costs including, but not limited to, architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

"Interlocal Agreement" shall mean the Tax Increment Financing Interlocal Cooperation Agreement between the Municipality and the County, pursuant to the Act and Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), wherein the Municipality and the County agree to pay a portion of the Bonds from the TIF Revenues, as provided in such Interlocal Agreement. The Interlocal Agreement was approved by the Attorney General of the State, as evidenced by letter dated June 26, 2014, filed with the Secretary of State of the State, as evidenced by certificate dated July 7, 2014, and filed with the Chancery Clerk of the County on December 16, 2015.

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

"Mayor" shall mean the Mayor of the Municipality.

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

"Municipality Ad Valorem TIF Revenues" shall mean 75% of the Municipality's additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

"Municipal Advisor" shall mean Government Consultants, Inc., Madison, Mississippi, as Independent Registered Municipal Advisor to the Municipality.

"Original Assessed Value" shall mean with regard to ad valorem taxes of the Municipality and the County, the assessed value of all real and personal property included in the TIF District at the time the TIF Plan was approved by the County on April 7, 2014, and by the City on April 1, 2014.

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

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

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

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

"Paying Agent" shall mean any bank, trust company, other institution, or the City Clerk, as designated whether herein or hereafter by the Governing Body, to make payments of the principal of and interest on the Bonds, 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 Governing Body.

"Payment Date" or "Payment Dates" shall mean such dates as are set out in the Bond Purchase Agreement for the payment of principal and interest on the Bonds.

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

"Placement Agent" shall mean the placement agent, if any, engaged by the Municipality to facilitate the sale of the Bonds to the Purchaser.

"Placement Agreement" shall mean the agreement between the Municipality and the Placement Agent, if any, pursuant to which the Placement Agent will arrange for the sale of the Bonds by the Municipality and the purchase of the Bonds by the Purchaser.

"Procedures" shall mean the Post Issuance Compliance Procedures, in substantially the form set out in **Attachment D** hereto.

"Project" shall mean the development of a conference/meeting center, hotels, retail, commercial and office development, parking facilities, public infrastructure, and related site improvements and other activities to serve the Cotton Mill Marketplace Project, located on 39.4 acres at the intersection of Highway 12 and Russell Street in the Municipality, specifically described in the TIF Plan as the MSU Portion of the Cotton Mill Marketplace Project, as described more fully in the TIF Plan.

"Purchaser" shall mean the purchaser of the Bonds.

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

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

"Redevelopment Plan" shall mean the Municipality's *Tax Increment Financing Redevelopment Plan of 2016, City of Starkville, Mississippi*, as amended from time to time, approved by the Governing Body of the Municipality on April 4, 2006.

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

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

"Reserve Fund" means the debt service reserve fund by that name created by Section 2.01 of the Bond Resolution.

"State" shall mean the State of Mississippi.

"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).

"TIF District" shall mean the tax increment financing district described in the TIF Plan.

"TIF Plan" shall mean *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, as Amended and Restated March 2014,* adopted by the County on April 7, 2014, and adopted by the Municipality on April 1, 2014.

"TIF Revenues" shall mean, together, the County Ad Valorem TIF Revenues and the Municipality Ad Valorem TIF Revenues.

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

2. The Governing Body of the Municipality has heretofore approved the Redevelopment Plan.

3. The Governing Body of the Municipality has heretofore on March 18, 2014, adopted a resolution declaring its intention to exercise its tax increment financing power pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on April 1, 2014. Notice of the public hearing on the TIF Plan was published in *The Starkville Daily News* on March 20, 2014. The Governing Body held a public hearing on the TIF Plan on April 1, 2014, and

following the public hearing, the Governing Body adopted a resolution on April 1, 2014, approving the TIF Plan.

4. The Board of the County has heretofore on March 17, 2014, adopted a resolution declaring its intention to approve the TIF Plan, pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on April 7, 2014. Notice of the public hearing on the TIF Plan was published in *The Starkville Daily News* on March 21, 2014. The Board held a public hearing on the TIF Plan on April 7, 2014, and following the public hearing, the Board adopted a resolution on April 7, 2014, approving the TIF Plan.

5. The Governing Body of the Municipality hereby confirms and reapproves the adoption of the Redevelopment Plan and the TIF Plan.

6. The TIF Plan and the above proceedings authorize the Municipality to the Bonds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project.

7. On April 16, 2013, the Governing Body of the Municipality adopted a resolution approving the execution of the Development and Reimbursement Agreement pertaining to the Project between the Municipality and the Developer. The Development and Reimbursement Agreement was executed on April 17, 2013, by the Mayor and the City Clerk of the Municipality and an authorized representative of the Developer.

8. On March 20, 2014, the Governing Body of the Municipality adopted a resolution authorizing the Municipality to enter into the Interlocal Agreement with the County and to divert a sufficient portion of its Municipality Ad Valorem TIF Revenues to the payment of Bond Payments, as provided for in the Interlocal Agreement and in the Bond Resolution.

9. On May 5, 2014, the Board of the County adopted a resolution authorizing the County to enter into the Interlocal Agreement with the Municipality and to divert a sufficient portion of its County Ad Valorem TIF Revenues to the payment of Bond Payments, as provided for in the Interlocal Agreement and in the Bond Resolution.

10. The Interlocal Agreement by and between the County and the Municipality was approved by the Attorney General of the State, as evidenced by letter dated June 26, 2014, filed with the Secretary of State of the State, as evidenced by certificate dated July 7, 2014, and filed with the Chancery Clerk of the County on December 16, 2015.

11. The Original Assessed Value, as such term is defined in the Act, of all real and personal property included in the TIF District, according to the Ad Valorem Tax Assessment Certificate of the Oktibbeha County Tax Assessor dated _____, 20__, is $_____, as of _____, 20__.

12. The Municipality is now authorized pursuant to the provisions of the Act to issue the Bonds to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, the Bonds to be payable solely from the TIF Revenues as provided herein and in the Interlocal Agreement.

13. The maximum aggregate principal amount of the Bonds authorized herein is $700,000. The actual amount issued pursuant to the Bond Resolution shall be such amount as is actually sold and delivered pursuant to the Bond Purchase Agreement. Any authorized but unissued amount may be issued pursuant to subsequent deliberations and actions of the Municipality.

14. The Municipality will size the principal amount of the Bonds or any series thereof so that the principal amount of the Bonds will equal the lesser of (1) such amount as can be retired out of the projected TIF Revenues, as determined by the Municipality in accordance with fact, and (2) $700,000.

15. Pursuant to the TIF Act and the TIF Plan, the TIF Bonds will be secured by (a) a pledge of the Municipality Ad Valorem TIF Revenues and (b) a pledge of the County Ad Valorem TIF Revenues, all as pursuant to the Interlocal Agreement between the Municipality and the County.

16. The amount of the TIF Bonds to be issued will be based upon the TIF Revenues.

17. Pursuant to the Act, the Municipality is authorized to sell the Bonds at private sale, such sale to be consummated pursuant to the Placement Agreement and/or the Bond Purchase Agreement, and it is necessary and appropriate for the Municipality to approve the Bond Purchase Agreement, in substantially the form attached hereto as **Attachment B**, and to approve the Placement Agreement, if any, in substantially the form attached hereto as **Attachment C**, and to authorize the Mayor to execute the Placement Agreement, if any, and to execute the Bond Purchase Agreement on behalf of the Municipality provided that: (a) the aggregate principal amount of the Bonds shall not exceed $700,000, (b) the Bond Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution, (c) the term of the Bonds shall not extend for more than fifteen years or not longer than the remaining life of the TIF District, (d) the overall interest rate for the Bonds shall not exceed 11% per annum, and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution and in the Interlocal Agreement.

18. 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 purposes of federal income taxation since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

19. The Municipality reasonably expects that not less than 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 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

20. The Bonds are not "private activity bonds" as such term is defined in Section 141 of the Code and the Governing Body does not reasonably anticipate that the Municipality or any other

subordinate entities thereof will issue more than $10,000,000 of "qualified tax-exempt obligations" (other than "private activity bonds") in this calendar year. It is necessary to designate the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

21. The Private Placement Memorandum, if any, pertaining to the sale of the Bonds should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Bonds.

22. The execution and distribution of the Private Placement Memorandum, if any, pertaining to the sale of the Bonds should be approved by the Governing Body of the Municipality, and it is necessary and appropriate for the Governing Body to authorize the execution and distribution thereof.

23. The Governing Body of the Municipality desires to approve and adopt the Post Issuance Compliance Procedures in substantially the form attached hereto as **Attachment D.**

24. The Municipality desires to go forward with preparation for the issuance of the Bond and in connection therewith desires to affirm and/or approve the engagement of certain professionals to assist with the issuance of the Bonds by the execution of letters of engagement and disclosure attached hereto as **Attachment E**.

25. The Governing Body does now find and determine that it is necessary, advisable, and in the public interest that the Bonds be prepared, executed, and issued as hereinafter provided.

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

ARTICLE I.
STATUTORY AUTHORITY; SALE AND AWARD OF BONDS

SECTION 1.01. AUTHORITY OF THIS RESOLUTION. The Bond Resolution is adopted pursuant to the authority of and in compliance with the provisions of the Act.

SECTION 1.02. ENGAGEMENT OF PROFESSIONALS. In connection with the issuance of the Bonds for the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Governing Body of the Municipality affirms and/or approves the engagement of certain professionals to assist with the issuance of the Bonds and authorizes the Mayor and/or the City Clerk to execute letters of engagement and disclosure as necessary. The Governing Body of the Municipality affirms or authorizes the engagement of the following: (a) the Placement Agent, if any; (b) Watkins & Eager PLLC, Jackson, Mississippi, to serve as Bond Counsel; (c) Christopher J. Latimer, Esq., of Mitchell, McNutt & Sams, Starkville, Mississippi, to serve as Counsel to the Municipality; and (d) Government Consultants, Inc., Madison, Mississippi, to serve as Independent Registered Municipal Advisor. The Mayor and the City Clerk are authorized to execute any required letters of engagement and/or disclosure attached hereto as **Attachment E.**

SECTION 1.03. SALE OF BONDS PURSUANT TO PLACEMENT AGREEMENT AND BOND PURCHASE AGREEMENT.

(a) Sale of the Bonds. The Bonds shall be sold to the Purchaser pursuant to the Placement Agreement and/or the Bond Purchase Agreement.

(b) Placement Agreement. The Placement Agreement, if any, in substantially the form attached hereto as **Attachment C**, is hereby approved, and the Mayor is authorized to execute and deliver the Placement Agreement for and on behalf of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Placement Agent, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality.

(c) Bond Purchase Agreement. The Bond Purchase Agreement, in substantially the form attached hereto as **Attachment B,** 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 Mayor and the Purchaser, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality, provided that: (a) the aggregate principal amount of the Bonds shall not exceed $700,000, (b) the Bond Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution, (c) the term of the Bonds shall not extend for more than fifteen years or not longer than the remaining life of the TIF District, (d) the overall interest rate for the Bonds shall not exceed 11% per annum, and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution and in the Interlocal Agreement.

ARTICLE II.
ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS

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

(a) Tax Increment Financing Bond Fund (MSU Portion of the Cotton Mill Marketplace Project). The Bond Fund is hereby created and established as a special trust fund of the Municipality. The Bond Fund shall be used only for the deposit of TIF Revenues and the payment of principal of, premium, if any, and interest on the Bonds, and related payment expenses, so long as any of the Bonds remain Outstanding.

(1) Debt Service Reserve Fund. If required by the Municipality or the Purchaser in the Bond Purchase Agreement, the Municipality shall establish the Reserve Fund in an amount and in accordance with the provisions to be set forth in the Bond Resolution. The Reserve Fund shall be maintained with a qualified depository.

(b) Tax Increment Financing Improvement Fund (MSU Portion of the Cotton Mill Marketplace Project). The Improvement Fund is hereby created and established as a special trust fund of the Municipality. The Improvement Fund shall be held as a special trust fund separate and apart from all other funds and accounts of the Municipality. The moneys in the Improvement Fund shall be used to pay the pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, including without limitation the reimbursements to the Developer

for the moneys advanced for the Infrastructure Improvements, pursuant to the Development and Reimbursement Agreement and the Bond Resolution.

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

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

(1) Reserve Fund. If required by the Municipality or the Purchaser in the Bond Purchase Agreement, a sufficient portion of the proceeds of the sale of the Bonds shall be deposited into a Reserve Fund, together with any other moneys, if any, available for such purpose, in an amount sufficient to satisfy the Debt Service Reserve Requirement.

(b) Improvement Fund. After the payment of the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and the funding of a Reserve Fund, if required by the Municipality or the Purchaser in the Bond Purchase Agreement, the remaining proceeds of the sale of the Bonds shall be deposited into the Improvement Fund.

ARTICLE III.
AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS

SECTION 3.01. AUTHORIZATION AND TERMS OF THE BONDS; REDEMPTION PRIOR TO MATURITY. (a) In order to finance the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Bonds are hereby authorized and directed to be issued. The Bonds shall be issued as fully registered bonds; shall be dated such date specified in the Bond Purchase Agreement; shall be in the actual principal amount specified in the Bond Purchase Agreement; shall be in the denominations specified in the Bond Purchase Agreement; shall be numbered consecutively in numerical order from one upward; shall bear interest from the date thereof at the rates specified in the Bond Purchase Agreement, commencing on a date specified in the Bond Purchase Agreement, payable semiannually on such dates in each year as specified in the Bond Purchase Agreement; and shall mature, subject to prior redemption, if so provided in the Bond Purchase Agreement, on the dates and in the years and principal amounts specified in the Bond Purchase Agreement.

(b) The Bonds shall be issued in such actual amount as is specified in the Bond Purchase Agreement and actually sold and delivered. The remaining authorized but unissued Bonds shall then be such amount as equals $3,200,000 less the amount issued pursuant to the Bond Resolution and the Bond Purchase Agreement.

(c) Mandatory Sinking Fund Redemption. The Bonds may be subject to mandatory sinking fund redemption if so provided in and according to the terms and conditions in the Bond Purchase Agreement.

(d) Optional Redemption.

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

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

(3) Notice of each redemption, if any, shall be mailed, postage prepaid, not less than thirty 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 Paying Agent may provide for the selection of portions of the principal of the Bonds, and for all purposes of the Bond Resolution, all provisions relating to the redemption of the 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.

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

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

SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.

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

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

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

SECTION 3.03. EXECUTION, VALIDATION, AND DELIVERY OF THE BONDS.

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

(b) In case any Bond shall become mutilated, stolen, destroyed, or lost, the Municipality 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 Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed, or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

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

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

(1) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, validation, execution, and delivery of the Bonds; and

(2) an authorization to the Paying Agent, signed by the Mayor or the City Clerk, to authenticate and deliver the Bonds to the Purchaser.

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

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

(g) The Bonds herein directed to be issued shall be submitted to validation pursuant to the provisions of Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end, the City Clerk is hereby instructed to make up, certify, and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the issuance of the Bonds.

(h) 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 City Clerk in a book maintained for that purpose, and the City Clerk shall cause to be imprinted upon or accompany each of the Bonds, over his manual or facsimile signature and impressed or facsimile seal, his certificate in substantially the form set out in Section 3.08 hereof.

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

SECTION 3.05. TRANSFER OF BONDS. (a)Each Bond shall be transferable only on the books of the Municipality kept by the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Bond, the Municipality 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.

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

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

SECTION 3.06. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS. (a) In all cases in which the privilege of exchanging or transferring Bonds is

exercised, the Municipality shall execute and the Paying Agent, as Bond Registrar, shall authenticate and deliver Bonds in accordance with provisions of the Bond Resolution without expense to the Bondholders.

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

SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.

(a) The initial Paying Agent for the Bonds, if any, 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) 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, pursuant to such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

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

(d) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty days written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to the 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 Governing Body. Any appointment of a successor Paying Agent shall become effective on the effective date of the resignation or removal of the predecessor Paying Agent upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within thirty 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 the Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent other than the City Clerk appointed pursuant to the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

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

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

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body 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 the Bond Resolution.

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

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

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF STARKVILLE, MISSISSIPPI
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021
(MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT)

NO. R-_____ $_____

Rate of Interest	Maturity Date	Dated Date	[CUSIP]
_____%	_____, 20__	_____, 20__	_____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Starkville, Mississippi (the "Municipality"), a political subdivision existing pursuant to the Constitution and laws of the State of Mississippi (the "State"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the registered owner identified above, on the maturity date stated above, upon the presentation and surrender of this Bond at the principal corporate trust office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent") for the $_____ Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project), of the Municipality, dated and issued _____, 20__ (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 records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the fifteenth day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest set forth above, payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year until said principal sum is paid, to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the fifteenth 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 delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) to such registered owner at his address as it appears on such registration records. The registered owner hereof may change such address by written notice to

the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable principal or interest payment date.

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 in the aggregate authorized principal amount of $_____ to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project.

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

The Bonds are limited obligations of the Municipality payable solely from and secured by a pledge of a sufficient amount of the TIF Revenues as provided for in the Bond Resolution. This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing power other than as provided in the Bond Resolution.

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

Bonds maturing after _____ 1, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____ 1, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at a price equal to 100% of the principal amount thereof together with accrued interest to the date fixed for redemption.

At least thirty days before the redemption date of any Bonds, the City Clerk shall cause a notice of any such redemption to be filed with the Paying Agent and to be mailed, postage prepaid, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the principal and accrued interest to be paid, the place or places at which payment shall be made and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

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

This Bond may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner provided by and subject to the limitations in the 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.

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

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

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security pursuant to 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 limited obligations of the Municipality, according to the terms thereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law.

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

City of Starkville, Mississippi

_____

Mayor

Attest:

_____

City Clerk

(seal)

Registration and Validation Certificate

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 _____, 20__.

City of Starkville, Mississippi

_____
City Clerk

(seal)

<u>Certificate of Registration and Authentication</u>

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project) of the City of Starkville, Mississippi.

_____, _____, _____,
as Paying Agent

_____
Authorized Signatory

Date of Registration and Authentication: _____

<u>Assignment</u>

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____
_____
(Name and Address of Assignee)

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

Signature guaranteed:

_____
(Bank, Trust Company or Paying Agent)

_____
NOTICE: The signature to this Assignment must correspond with the name of the

_____

(Authorized Signatory)

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

registered owner as it appears upon the face of the within Bond in every particular, without any alteration whatsoever.

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

_____

ARTICLE IV.
SECURITY FOR THE BONDS

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

SECTION 4.02. PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS. The amounts held in the Bond Fund are hereby pledged to the payment of the principal of and interest on the Bonds. The moneys in the Improvement Fund, to the extent not used for the payment or reimbursement of Infrastructure Improvements for the Project, are pledged to the use described in Section 6.01 hereof.

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

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

ARTICLE V.
TIF REVENUES AND APPLICATION THEREOF

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

SECTION 5.02. BOND FUND; DISCONTINUANCE OF PAYMENTS.

(a) Deposit of Ad Valorem TIF Revenues. County Ad Valorem TIF Revenues received by the Municipality from the County shall be received and deposited into the Bond Fund and those moneys provided for in the Bond Resolution and in the Interlocal Agreement shall be set aside or allocated to and deposited in the Bond Fund to provide for the Bond Payments on each Payment Date. Municipality Ad Valorem TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the Interlocal Agreement and to the Bond Resolution and shall be deposited in the Bond Fund.

(b) Pledge of TIF Revenues. A sufficient portion of all TIF Revenues are pledged to the payment of the Bonds and, to the extent needed to provide for the Bond Payments, shall be deposited in the Bond Fund as hereinafter provided.

(c) Tax Increment Financing Bond Fund (MSU Portion of the Cotton Mill Marketplace Project). There shall be deposited into the Bond Fund from available TIF Revenues such amount that, together with moneys on deposit therein, will provide a sum for the payment of principal equal to the amount needed to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), and a sum for the payment of interest equal to the amount of interest to come due through to the next installment of principal.

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

(1) the accrued interest, if any, received upon delivery of the Bonds as provided in Section 2.02(a) hereof;

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

(3) any balance remaining in the Improvement Fund following completion of the Infrastructure Improvements which is transferred to the Bond Fund pursuant to Section 6.01 hereof; and

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

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

SECTION 5.03. INVESTMENT OF MONEYS ON DEPOSIT IN THE FUNDS. The moneys at any time on deposit in any fund provided for by the Bond Resolution, including the Improvement Fund herein established, not immediately required for disbursement for the purposes for which such Funds are established, shall be invested in such instruments or investments as are permissible under applicable law or regulations of the State. The income received on the investment of any such moneys shall be credited to the fund for which such investments are made except as specifically provided in this Article. Provided, however the income received on any investments in the Improvement Fund shall be credited to such Improvement Fund until the Infrastructure Improvements for the Project are complete. Provided, however, that the investment income, if any, from assets held under the Reserve Fund, if any, shall be retained in the Reserve Fund to the extent of any deficiency in the Debt Service Reserve Requirement.

ARTICLE VI.
IMPROVEMENT FUND

SECTION 6.01. TAX INCREMENT FINANCING IMPROVEMENT FUND (MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT). Pursuant to Article II hereof, the proceeds of the Bonds remaining after the deposit to the Bond Fund, if any, shall be irrevocably deposited by the Municipality into the Improvement Fund. Moneys in the Improvement Fund shall be applied solely to pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, including without limitation reimbursements to the Developer for the moneys advanced for the Infrastructure Improvement. Any balance remaining in the Improvement Fund after completion of the Infrastructure Improvements shall be transferred to the Bond Fund and applied to the payment of the interest, and then to the payment of principal, on the Bonds on the Payment Date or Payment Dates following such transfer.

ARTICLE VII.
COVENANTS OF THE MUNICIPALITY

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

Other than with regard to Additional Bonds, all obligations subsequently issued by the Municipality secured by TIF Revenues shall contain an express statement that such obligations are junior, inferior, and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the TIF Revenues, and in all other respects.

SECTION 7.02. NON-ARBITRAGE COVENANTS REGARDING BONDS. (a)The Municipality covenants and certifies to and for the benefit of the Registered 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) The Governing Body has made findings indicating that no rebate relating to the Bonds will be required to be made pursuant to the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Bonds, then the Municipality hereby covenants that it shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Bonds shall be treated as an "arbitrage bond" pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenant, the Municipality hereby further covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from Nationally Recognized Bond Counsel with respect to actions which will, pursuant to 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 an "arbitrage bond" within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation,

to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "fair market value."

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

SECTION 7.03. COVENANTS REGARDING PRIVATE USE PERTAINING TO BONDS; COVENANTS AND REPRESENTATIONS REGARDING TAX-EXEMPT STATUS.

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

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

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

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

(e) The Municipality covenants and certifies that 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 Bonds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or (2) invested (directly or indirectly) in any deposit or account which is insured pursuant to federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (A) the investment of the proceeds of the Bonds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the United States Treasury; or (E) other investments permitted pursuant to regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(f) The Municipality covenants and certifies that, notwithstanding any provision of the 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 actions as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

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

(h) 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 Section 7.02 and Section 7.03 hereof are not required to be made in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits or payments; or, to the effect that compliance with any of the covenants set forth in Section 7.02 and Section 7.03 hereof is not necessary in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not comply with such covenants except to the extent provided in such opinion.

(i) The Municipality reasonably expects that not less than 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, and no more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

SECTION 7.04. BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS. The Bonds are hereby designated as a portion of the $10,000,000 of "qualified tax-exempt obligations" for calendar year 2021 within the meaning and for the purposes of Section 265(b)(3) of the Code.

ARTICLE VIII.
DEFAULT

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

The Holders of not less than 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 pursuant to the provisions of the Act and the Bond Resolution to the extent allowed by law. The Holders of not less than 51% in aggregate principal amount of the Bonds then outstanding may appoint a trustee for the Holders of all outstanding Bonds with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders pursuant to the Bond Resolution.

Nothing in the 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 the Bonds expressed.

ARTICLE IX.
ADDITIONAL BONDS; DEFEASANCE

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

(1) The Municipality must be current in all deposits into the Bond Fund, including the Reserve Fund, and all payments theretofore required to have been deposited or made by it pursuant to the provisions of the Bond Resolution.

(2) (A)The consent of the Holders of 100% of the then Outstanding Bonds to the issuance of such Additional Bonds shall have been obtained, or (B) the amount of the TIF Revenues during any twelve consecutive months of the eighteen months immediately preceding the delivery of the Additional Bonds will be at least equal to 120% of the Maximum Annual Debt Service Requirement, calculated by including the debt service on the Bonds and the proposed Additional Bonds.

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

(b) Such Additional Bonds:

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

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

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

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

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

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

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

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

ARTICLE X.
MISCELLANEOUS

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

SECTION 10.02. MODIFICATION OR AMENDMENT. (a)No material modification or amendment of the 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, from the TIF Revenues, 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 the 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 the Bond Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising pursuant to the 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 the 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 lien of the Bonds and the pledge herein contained additional revenues or receipts.

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

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

SECTION 10.04. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any moneys are required to be deposited into any fund or account pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the Funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a Fund, and no interest shall accrue for the period after such date.

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

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

SECTION 10.07. PRIVATE PLACEMENT MEMORANDUM. The Governing Body hereby approves the execution and distribution of a Private Placement Memorandum, if any.

SECTION 10.08. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Attachment D** hereto.

SECTION 10.09. CERTIFICATES OF TAX ASSESSOR OF THE COUNTY. The City Clerk is hereby authorized and directed to request and deliver a certificate each year from the Oktibbeha County Tax Assessor while the TIF Plan is in effect certifying the Captured Assessed Value of the real and personal property included in the TIF Plan, in substantially the forms attached hereto as **Attachment A**.

SECTION 10.10. BOOK-ENTRY ONLY SYSTEM. Notwithstanding anything herein to the contrary and unless specifically declined by the Purchaser of the Bonds, 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, 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 Municipal 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 the Bond Resolution to the contrary, the Municipal 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 the 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 the 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 the 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 the Bond Resolution shall refer to such new nominees of DTC.

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 the Bond Resolution.

Notwithstanding any other provision of the 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.

ARTICLE XI.
FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE; DESIGNATION OF BONDS

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

SECTION 11.02. REPEALING CLAUSE AND EFFECTIVE DATE. All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of the Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, the Bond Resolution shall become effective immediately upon the adoption thereof.

Following the reading of the foregoing resolution and discussion thereof, 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 Hamp Beatty	voted: _____
Alderman Mike Brooks	voted: _____
Alderman Ben Carver	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderman Jeffrey Rupp	voted: _____
Alderman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, _____, 20_____.

City of Starkville, Mississippi

_____
Mayor

ATTEST:

_____
City Clerk (seal)

Attachment A

Certificate of the Oktibbeha County Tax Assessor

<u>Attachment B</u>

Bond Purchase Agreement

CITY OF STARKVILLE, MISSISSIPPI
$_____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021
(MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT)

Date: _____, 20__

BOND PURCHASE AGREEMENT

Mayor and Board of Aldermen
City Hall
110 West Main Street
Starkville, Mississippi 39759

_____, with its principal offices located in _____, _____ (the "Purchaser"), offers to enter into this Bond Purchase Agreement (the "Agreement") with the City of Starkville, Mississippi (the "Municipality"), for the purchase of the Municipality's $_____ Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project) (the "Bond"), which, upon the Municipality's acceptance, will be binding upon the Municipality and the Purchaser. This offer is made subject to acceptance by the Municipality at or prior to the end of the day on the date hereof and if not so accepted will be subject to withdrawal by the Purchaser upon written notice delivered to the Municipality by the Purchaser at any time prior to acceptance by the Municipality.

All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the resolution authorizing and directing the issuance of the Bond, adopted _____, 20__, by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality (the "Bond Resolution"); the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, as Amended and Restated March 2014* (the "TIF Plan"); or the Development and Reimbursement Agreement between the Municipality and Cooley Center, LLC, a Mississippi limited liability company and Cooley Center Hotel, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the "Developer") dated April 17, 2013 (the "Development and Reimbursement Agreement").

1. BACKGROUND

(a) The Municipality will issue and sell its Bond. The Bond is being issued to pay or reimburse all or a portion of the costs of a conference/meeting center, hotels, retail, commercial and office development, parking facilities, public infrastructure, and related site improvements and other activities to serve the Cotton Mill Marketplace Project, located on 39.4 acres at the intersection of Highway 12 and Russell Street, as described more fully in the TIF Plan, located in the city limits of the Municipality (the "Project").

(b) The Bond will be issued pursuant to the authority of the Constitution and statutes of the State of Mississippi (the "State"), including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution

(c) The Bond is a limited obligation of the Municipality payable from a sufficient amount of the TIF Revenues (as defined in the Bond Resolution). A sufficient amount of the TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bond and to make the payments into the Bond Fund provided for in the Bond Resolution.

(d) The Bond shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

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

(f) In reliance upon the opinion of Watkins & Eager PLLC, Jackson, Mississippi ("Bond Counsel"), interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions, and the Bond will be designated as a Qualified Tax-Exempt Obligation within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations thereunder (the "Code").

2. REPRESENTATIONS OF THE MUNICIPALITY

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

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

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

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

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

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

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's

knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bond, this Agreement or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

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

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

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

3. COVENANTS OF THE MUNICIPALITY

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

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

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

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

(d) As required by the Purchaser, a sufficient portion amount of the proceeds of the sale of the Bond or other legally available funds of the Municipality shall be deposited into the Reserve Fund established by the Bond Resolution, in an amount sufficient to satisfy the Debt Service Reserve Requirement.

4. PURCHASE, SALE, AND DELIVERY OF THE BOND; FUNDS

(a) On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set

forth, on the Closing Date (as defined herein), the Purchaser agrees to purchase from the Municipality and the Municipality agrees to sell to the Purchaser the Bond for a purchase price of $_____, representing the par amount thereof.

(b) The Municipality will deliver the Bond to or for the account of the Purchaser against payment of the purchase price therefor by wire transfer by the Purchaser, or by the Placement Agent on behalf of the Purchaser, of immediately available funds to the account of the Municipality at or prior to _____ p.m. on _____, 20__, or such other place, time, or date as shall be mutually agreed upon by the Municipality and the Purchaser (the "Closing Date").

(c) The Bond may be in printed, engraved, typewritten, or photocopied form, and each such form shall constitute "definitive form."

(d) On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date, the Purchaser agrees to purchase the Bond from the Municipality and the Municipality agrees to sell the Bond to the Purchaser for a purchase price of $_____, at the following principal amount, rate, and maturity:

Year of Maturity	**Principal Amount**	**Interest Rate**
20__	$_____	_____%

(e) The Bond shall be in registered form; shall be dated and issued _____, 20__; shall be in the denomination of $100,000 or any integral multiple of $5,000 in excess thereof up to the amount of a single maturity; shall be numbered from one (1) upward in order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at _____, _____, _____, said bank to act as paying agent, registrar and transfer agent (the "Paying Agent") for the Bond; shall bear interest from the date thereof at the rates hereinafter set forth, payable on _____ 1, 20__, and is a term bond subject to mandatory sinking fund redemption prior to their scheduled maturity in the principal amounts and in the years listed below at a redemption price of one hundred percent (100%) of the principal amount redeemed plus accrued interest payable semiannually on _____ 1 and _____ 1 in each year, beginning _____, 20__, on the redemption date in accordance with the following schedule:

Year of Maturity	**Principal Amount**	**Interest Rate**
20__	$_____	_____%

Year of Maturity	Principal Amount	Interest Rate
20__*		

*Final Maturity

(f) The Bond is subject to redemption prior to maturity at the election of the Municipality, either in whole or in part on any date at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each redemption, if any, shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to the Registered Owners of the Bond to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent.

(g) In connection with the purchase, sale, and delivery of the Bond, the Purchaser represents and warrants to the Municipality the following:

(1) The Bond will be sold and purchased as set forth in Section 4 hereof through a private sale to qualified institutional buyers or investors in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1);

(2) [A private placement memorandum (the "Private Placement Memorandum") has been distributed in connection with the sale and issuance of the Bond;]

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

(4) The Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Bond;

(5) The Purchaser has read and understands the Bond Documents (hereinafter described);

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

(7) The Purchaser recognizes that Bond Counsel and Christopher J. Latimer, Mitchell, McNutt & Sams, Starkville, Mississippi (the "Counsel to the Municipality") are not responsible for any information contained in or omitted from materials regarding the Municipality and that it does not look to Bond Counsel or Counsel for the Municipality to obtain such information on its behalf; and

(h) While it has no present intention to resell or otherwise dispose of the Bond purchased by it, the Purchaser (or if the Bond is to be placed with qualified buyers, then such qualified buyers) agrees that any sale or transfer of the Bond, other than in a primary offering as defined in Securities and Exchange Commission Rule 15c2-12, will be in principal amounts of not less than $100,000 each or any integral multiple of $5,000 in excess thereof up to the amount of a single maturity, and the Purchaser assumes the responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of the resale of the Bond. The Purchaser further agrees to require any buyer or other transferee to acquire the Bond subject to the transfer restrictions set forth in this paragraph.

5. BOND DOCUMENTS

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

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

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

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

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

(c) The Municipality shall have received the approving opinion of Bond Counsel, in form and substance acceptable to the Purchaser.

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

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

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

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

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

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

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

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

(j) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this

Agreement and the transactions contemplated hereby, the Bond and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

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

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

7. TERMINATION

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

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

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

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

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

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

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

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

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

8. CONDITION OF THE MUNICIPALITY'S OBLIGATIONS

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

9. NOTICES

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

Municipality: City of Starkville, Mississippi
Attention: City Clerk
110 West Main Street
Starkville, Mississippi 39759

Purchaser: _____

Placement Agent: _____

10. SUCCESSORS

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

11. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

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

12. GOVERNING LAW

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

13. MISCELLANEOUS

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

14. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

Very truly yours,

_____, _____, _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

City of Starkville, Mississippi

_____
Mayor

_____
City Clerk

(seal)

Attachment C

Placement Agreement

CITY OF STARKVILLE, MISSISSIPPI
$_____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021
(MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT)

Date: _____, 2021

PLACEMENT AGREEMENT

Mayor and Board of Aldermen
City Hall
110 West Main Street
Starkville MS 39759

This Placement Agreement, dated _____, 2021 (the "Placement Agreement"), is by and between the City of Starkville, Mississippi (the "Municipality") and _____, _____, _____, as Placement Agent (the "Placement Agent").

WITNESSETH:

WHEREAS, the Municipality has determined to issue and sell its $_____ Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project) (the "Bond"). The Bond is being issued to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements (as defined in the Bond Resolution, the TIF Plan, and the Development and Reimbursement Agreement, all as defined herein) to support the MSU Portion of the Cotton Mill Marketplace Project (the "Project"), as provided for in the resolution authorizing and directing the issuance of the Bond, adopted by the Mayor and Board of Aldermen (the "Governing Body") on _____, 2021 (the "Bond Resolution").

WHEREAS, the Municipality has requested that the Placement Agent act as its agent in connection with the placement of the Bond.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions.

All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution, the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, as Amended and Restated March 2014* (the "TIF Plan"), or the Development and Reimbursement Agreement between the Municipality and Cooley Center, LLC, a Mississippi limited liability company and Cooley Center Hotel, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the "Developer") dated April 17, 2013 (the "Development and Reimbursement Agreement").

Section 2. Appointment of Placement Agent.

Pursuant to the Bond Resolution and this Placement Agreement, the Municipality hereby appoints the Placement Agent as exclusive Placement Agent with respect to the Bond, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Background.

(a) The Bond will be issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution.

(b) The Bond is payable from a sufficient amount of the TIF Revenues (as defined in the Bond Resolution). A sufficient amount of the TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bond and to make the payments into the Bond Fund provided for in the Bond Resolution.

(c) The Bond shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

(d) The Bond will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in the bond purchase agreement between the Municipality and the Purchaser (as defined hereinafter) of the Bond for the sale and purchase of the Bond (the "Bond Purchase Agreement").

Section 4. Placement of the Bond.

(a) The Placement Agent hereby agrees, as the agent of the Municipality, to use its reasonable best efforts to place the Bond with qualified institutional buyers or investors (the "Purchaser" or "Purchasers") in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1).

(b) [A private placement memorandum (the "Private Placement Memorandum") will be distributed in connection with the sale and issuance of the Bond.]

Section 5. Payment of the Purchase Price.

The Placement Agent agrees that it will on the Closing Date (the date of issuance and delivery of the Bond to the Purchaser, as further defined in the Bond Purchase Agreement) cause the Purchaser to transfer to the Municipality the purchase price of the Bond in immediately available funds.

Section 6. Limitation.

Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bond in the event any Purchaser fails to pay the purchase price of any Bond to be

purchased by the Purchaser or in the event the Placement Agent is unable to arrange for the purchase of any of the Bond.

Section 7. Fees and Expenses.

(a) Upon receipt of payment in full of the purchase price of the Bond as provided in Section 5, the Municipality agrees to pay the Placement Agent a fee for its services hereunder in the amount of $_____.

(b) The Municipality shall also pay all other fees and expenses incurred in connection with the issuance and placement of the Bond and the preparation, execution, and delivery of this Placement Agreement, the Bond Purchase Agreement, the Bond, and any other document that may be delivered in connection herewith or therewith, including, but not limited to (i) the fees and expenses of, if applicable, Bond Counsel and Counsel to the Municipality, (ii) the fees and expenses of the Municipality and the Paying Agent (as defined in the Bond Purchase Agreement), (iii) the fees and expenses of the verification agent, if any, (iv) the fees and expenses of the Escrow Agent, if any, and (v) the cost of printing, photocopying, and delivering the Bond, and (vi) all Rating Agency fees, if any.

(c) All fees and expenses described in this Section shall be paid promptly upon receipt of statements therefor. The obligations of the Municipality under this Section shall survive the issuance and maturity of the Bond.

Section 8. Representations and Covenants of the Municipality.

The Municipality represents and warrants to, and agrees with, the Placement Agent that:

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

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

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

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

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

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

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

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

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

Section 9. Governing Law.

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

Section 10. Representations and Covenants of the Placement Agent.

The Placement Agent represents and warrants to, and agrees with, the Municipality that:

(a) The Bond will be sold and purchased as set forth in Section 4 hereof through a private sale.

(b) The number of Purchasers computed in accordance with Securities and Exchange Commission Regulation 15c2-12(d)(1) will not exceed thirty-five (35).

(c) The Placement Agent will obtain from each Purchaser an executed Bond Purchase Agreement in the form set forth as **Attachment _____** to the Bond Resolution, representing and warranting to the Municipality as follows:

(i) the Purchaser is not purchasing for more than 1 account or with a view to distributing the Bond;

(ii) the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of purchasing the Bond, without reliance upon others;

(iii) the Purchaser has read and understands the Bond Resolution;

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

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

(d) The Municipality (as the client of _____, _____, _____) acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bond. It is understood that the obligations of the Placement Agent under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Municipality acknowledges and agrees that the Placement Agent is being retained to act solely as Placement Agent for the Bond, and not as an agent, advisor, or fiduciary to the Municipality, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder, or creditor of the Municipality, or any other person or entity, or to provide the Municipality or any other person with any assurances that the transaction will be consummated. The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Municipality acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the Municipality and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Municipality; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Municipality with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether _____, _____, _____, has provided other services or is currently providing other services to the Municipality on other matters); (iii) the only obligations the Placement Agent has to the Municipality with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Municipality has consulted its own legal, accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

Section 11. Counterparts.

This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 12. Binding Effect.

This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other parties.

Section 13. Miscellaneous.

(a) Nothing herein shall be construed to make any party hereto an employee of any other or to establish any fiduciary relationship among the Municipality and the Placement Agent except as expressly provided herein.

(b) This Placement Agreement may be amended from time to time only by an instrument in writing executed by all the parties hereto.

(c) The headings contained herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Placement Agreement.

(d) If any one or more of the covenants, provisions, or agreements contained in this Placement Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, provisions, and agreements shall in no way affect the validity or effectiveness of the remainder of this Placement Agreement, and this Placement Agreement shall continue in full force to the fullest extent permitted by law.

(e) All of the representations, warranties, and covenants made in this Placement Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto, or (ii) delivery of and any payment for any Bond hereunder.

(f) The Municipality should be aware that the Placement Agent or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bond. These relationships include, but may not be limited to, trading lines frequent purchases and sales of securities and other engagements through which the Placement Agent may have, among other things, an economic interest. In addition, the Municipality should be aware that the primary role of an underwriter is to purchase, or arrange for the placement of, securities in an arm's-length commercial transaction between the issuer and the Placement Agent and that the Placement Agent has financial and other interests that differ from those of the issuer. Notwithstanding the foregoing, the Placement Agent will not receive any compensation with respect to the Bond other than as disclosed above or otherwise disclosed to the Municipality. The Placement Agent is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within _____, _____, _____, but which none of the Placement Agent's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to the Municipality.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

Very truly yours,

_____, _____, _____

By: _____

Name: _____

Title:_____

City of Starkville, Mississippi

_____
Mayor

_____
City Clerk

(seal)

Attachment D

Post Issuance Compliance Procedures

$700,000 TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021
(MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT)
CITY OF STARKVILLE, MISSISSIPPI
PROCEDURES FOR POST-ISSUANCE COMPLIANCE
TAX-EXEMPT FINANCINGS

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the "Procedures") is to ensure that the tax-exempt financings of the City of Starkville, Mississippi (the "Municipality" or the "Issuer") remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the "Code") apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the "Service" or the "IRS"), as such authorities may apply to the Issuer and its obligations.

The "Financing"

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to "bonds" but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Issuer designates the City Clerk of the Municipality (the "City Clerk") as the primary person responsible for compliance with this policy. The City Clerk will coordinate efforts with the Board and parties working with the Issuer on financings and the operation of bond financed facilities to ensure that any actions taken with respect to bond financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Issuer will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each years that tax-exempt bonds are outstanding
- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings for, or in relation to conduit transactions with, the Issuer

With respect to each issue of tax-exempt bonds, the Issuer hereby requires, and each Issuer

agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in "Private Business Use" (below) that relates to a bond financed facility

Separate Bank Account

Many of the Code provisions related to tax exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Issuer will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The City Clerk is responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that "fair market value" is used with respect to the purchase and sale of investments

Additionally, the City Clerk shall monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Issuer agrees to retain the following for the life of the bonds plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:
    a) Investment contracts (e.g., guaranteed investment contracts)
    b) Credit enhancement transactions (e.g., bond insurance contracts)

c) Financial derivatives (e.g., swaps, caps, etc.)
d) Bidding of financial products

- Documentation regarding arbitrage compliance, including:
  a) Computation of bond yield
  b) Computation of rebate and yield reduction payments
  c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
  d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The City Clerk is responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The City Clerk will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt bonds, the Issuer shall retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by bond counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with bond counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Issuer is not in compliance with the arbitrage requirements imposed by the Code or the Issuer has taken a deliberation action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by bond counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Issuer.

City of Starkville, Mississippi

_____
City Clerk
Dated: _____

Attachment E

Letters of Disclosure and Engagement

WATKINS & EAGER

Attorneys and Counselors at Law

est. 1895

MAILING ADDRESS
P.O. BOX 650
JACKSON, MS 39205
Telephone: (601) 965-1900
Facsimile: (601) 965-1901

BRAD C. DAVIS
Direct Dial: (601) 965-1988
bdavis@watkinseager.com

November 2, 2021

Christopher J. Latimer, Esq,
Mitchell, McNutt & Sams, P.A.
1216 Van Buren
Oxford, Mississippi 38655

RE: $700,000 Tax Increment Financing Revenue Bonds, Series 2021 (Cooley Center Project), for the City of Starkville, Mississippi

Dear Chris:

This letter will confirm the selection by the City of Starkville, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Special Counsel to the Municipality with respect to the development of the tax increment financing plans related to the development of the Cooley Center, a hotel, and parking facilities in the Municipality (the "Project") and as Bond Counsel with respect to any issuance of tax increment financing revenue bonds of the Municipality related to the Project (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake as Special Counsel and as Bond Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities and be compensated by you for performing in such role.

Proceeds of the Bonds are expected to be used to provide funds to pay the costs of improvements to road and bridge infrastructure of the Municipality and to pay the related costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Scope of Engagement and Duties to Be Performed

As Special Counsel, we will undertake to draft the usual documents associated with the development and approval of the redevelopment plan of the Municipality (the "Redevelopment Plan"), the tax increment financing plan for the Project (the "TIF Plan"), the creation of the tax increment financing district for the Project (the "TIF District"), the authorization, execution, and filing of the interlocal agreement for the Project (the "Interlocal Agreement"), the authorization and execution of the development and reimbursement agreement for the Project (the "Development Agreement"), and the issuance of the Bonds for the Project.

As Bond Counsel, our chief function is to render an objective legal opinion with respect to the authorization and issuance of the Bonds, the validity and binding effect of the Bonds, the

source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi income tax purposes. Assuming that no legal impediments to the issuance of the Bonds become apparent, we would contemplate furnishing to the financial institution or other party purchasing the Bonds (the "Purchaser") our approving opinion as to the validity of the Bonds, which opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"), and will be based on facts and law existing as of its date. Upon delivery of the opinion with respect to the original issuance of the Bonds, our responsibilities as Bond Counsel will be concluded with respect to this financing.

In addition to rendering our approving opinion upon the issuance of the Bonds, we will draft or review the basic legal documents required for authorization, securing, issuance, and sale of the Bonds, and all related Municipality proceedings and resolutions which might be required. We will undertake or coordinate validation proceedings under Mississippi law. We will also prepare or furnish the incidental closing documents (excepting those customarily prepared or furnished by the Municipality or Purchaser or their respective counsel), including various certificates to be signed by the Municipality, and the form of opinion which will be required from the Municipality's counsel.

In addition, in connection with the delivery of our opinion, we may require that the proceedings for the issuance of such Bonds include other items, including the following:

(a) certificates from the Municipality's officials dealing with incumbency, financial condition, litigation, regulatory approval, due authorization, and various factual matters;

(b) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

Although we ordinarily draft suggested forms for these and other customary closing papers, we do not assume responsibility for verifying the truth of facts certified as true by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine.

We assume that we will have the full cooperation of the Municipality, the Purchaser, and any others necessary to successfully complete this financing, including counsel to the parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the financing.

Compensation and Reimbursement

We propose that our fees as Special Counsel for the development of the Project and as Bond Counsel for the issuance of the Bonds will be an amount to be negotiated, plus expenses.

Our fee will be based upon (i) our current understanding of the terms, structure, size, and schedule of the financings which may be represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financings, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to our fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

Documents and Files

Subsequent to the Closing, we will provide you with a copy of the Closing transcript relating to the issuance of the Bonds. In addition, any documents or related materials which you have provided to us in connection with our participation in the transaction will be returned to you at your request. All other documents, materials, and work product of any kind shall constitute our own files and property and will be retained or discarded at any time at our sole discretion.

Waiver of Conflicts

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the Municipality is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the Municipality.

We have reviewed the relationship between our responsibilities as Special Counsel and as Bond Counsel (which will primarily consist of development of the Project, drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the Bonds) and our representation of other clients, in unrelated matters as described above, and we have concluded that the performance of our responsibilities as Special Counsel and as Bond Counsel will not be affected by our representation of other clients.

It is our understanding that the Municipality consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Miscellaneous

Once the initial Project is complete and the Bonds are issued, our engagement as Special Counsel and as Bond Counsel will be completed. Except the completion and distribution of the transcripts, we will have no further obligations as Special Counsel for the Project and as Bond Counsel with regard to the Bonds.

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Bonds which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our approving legal opinion.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,

Watkins & Eager PLLC

Brad C. Davis

Accepted and Agreed to this day, _____, 2021.

City of Starkville, Mississippi

By: _____

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: SES
AGENDA DATE: 11/2/21

SUBJECT: Request approval and acceptance of the lowest bid from Central Poly-Bag Corp. for the purchase of 5,000 rolls of garbage bags in the amount of $106,600.00 for the 2021/2022 annual bag distribution and increase monthly sanitation fees by $1.

This increase will allow us to pay for the increased cost of the bags and allow for the increase in the salaries as recommended in the salary survey.

Sanitation fees were increased in 2019 but that was specifically to cover the costs of remediating the landfill. Prior to that the last increase was in 2013 for residential rates and 2012 for commercial rates.

AMOUNT & SOURCE OF FUNDING: FY 2022 Budget – Garbage Bags
023-322-551-239

NOTE: Bags will be same quality as previous year.
There is an estimated 45 - 60 day delivery period.

Refuse Bags - Per Roll

Company	Bid Amount	5,000 Rolls
Central Poly-Bag Corp.	$ 21.32 USD	$ 106,600.00
Dyna Pak	$ 21.35 USD	$106,750.00

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: SES

DIRECTOR'S AUTHORIZATION: Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval and acceptance of the lowest bid from Central Poly-Bag Corp. for the purchase of 5,000 rolls of garbage bags in the amount of $106,600.00 for the 2021/2022 annual bag distribution and increase monthly sanitation fees by $1 per month effective for the December billing cycle.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: November 2, 2021
PAGE: 1

SUBJECT: Request Approval of Supplemental Agreement #1 from Terry Stidham Construction for the FAA 3-28-0068-022-2020 Grant Project Regarding a Material Price Increase

AMOUNT & SOURCE OF FUNDING: 100% from the FAA 3-28-0068-022-2020 AIP Grant

FISCAL NOTE: Approved by Starkville Airport Board on October 25, 2021

AUTHORIZATION HISTORY:
Two quotes were previously received – this change will not result in the other quote being the lower quote.

REQUESTING DEPARTMENT: **Airport**

DIRECTOR'S AUTHORIZATION: Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve the Supplemental Agreement #1 from Terry Stidham Construction for the FAA 3-28-0068-022-2020 Grant Project Regarding a Material Price Increase

SUPPLEMENTAL AGREEMENT

To: Terry Stidham Construction
4760 Lagrange Road
Mathiston, Mississippi 39752

Date: October 21, 2021
Project: 3-28-0068-022-2020

Supplemental Agreement - 1

Location: George M. Bryan Field
Starkville, Mississippi

Your are hereby requested to comply with the following changes to the contract plans and specifications:

ITEM NUMBER		UNIT	QUANTITY			UNIT PRICE			CHANGE IN CONTRACT PRICE
			WAS	IS NOW	CHANGE	WAS	IS NOW	CHANGE	
3	Nonwoven Geofabric	SY	3,500	3,500	0	$2.83	$3.33	$0.50	$1,750.00
4	610 Stone	CY	400	400	0	$43.53	$65.00	$21.47	$8,588.00
								NET CHANGE IN CONTRACT PRICE:	$10,338.00

The current total contract price of $36,094 is hereby increased by $10,338 to $46,432.

Recommended by: _____ Engineer — 10/21/2021 Date

Accepted by: _____ Contractor — _____ Date

Accepted by: _____ Owner — _____ Date

Accepted by: _____ Owner — _____ Date

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 2, 2021

SUBJECT:
Discussion and consideration of calling for two public hearings for amending the Unified Development Code.

SUMMARY:
The Unified Development Code was adopted in December of 2019 and last amended on April 20, 2021. The amendments include but are not limited to: updating the administrative appeal process, updating the Use Chart for Recreational Vehicle Parks, updating Monument Sign type for use in form-based districts, updating Yard Sign type for commercial zoning districts, adding Rental Housing Code, and updating the definitions section. The sections affected by this update include but are not limited to: Sections 3, 13, 14, 17, and 18.

There are a total of two public hearings with the Board of Aldermen being proposed. The following preliminary dates would be set for the Public Hearings:

December 7, 2021- 1st Public Hearing- Board of Aldermen
December 21, 2021- 2nd Public Hearing and Consideration- Board of Aldermen

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Odie Avery @ 662-323-2525 ext 3138 or o.avery@cityofstarkville.org

---

SUGGESTED MOTION:

Move approval to call for two public hearings for amending the Unified Development Code.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 2, 2021

SUBJECT:
Discussion and consideration of calling for two public hearings for amending the Code of Ordinances Chapter 30 Article II Transient Vendors and adding Article III Mobile Food Vendors

SUMMARY:
With the increase in mobile food vendors and since the adoption of the Unified Development Code, there is a need to update the Code of Ordinances Chapter 30 Businesses. The amendments include but are not limited to: updating Article II Transient Vendors to exclude mobile food vendors and adding Article III Mobile Food Vendors to establish requirements for mobile food vendors operating within the right-of-way.

There are a total of two public hearings with the Board of Aldermen being proposed. The following preliminary dates would be set for the Public Hearings:

December 7, 2021- 1st Public Hearing- Board of Aldermen
December 21, 2021- 2nd Public Hearing and Consideration- Board of Aldermen

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Odie Avery @ 662-323-2525 ext 3138 or o.avery@cityofstarkville.org

---

SUGGESTED MOTION:

Move approval to call for two public hearings for amending the Code of Ordinances Chapter 30.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

A**GENDA ITEM DEPT.:** Engineering & Street
AGENDA DATE: 11.02.2021
PAGE: 1

SUBJECT: Consideration of authorizing to advertise for construction bids for the new Sportsplex parking lot asphalt paving.

AMOUNT & SOURCE OF FUNDING : Park Improvement Funds

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The City is currently building a new parking lot at the Sportsplex where the overflow parking lot was previously. We received alternate bids for the asphalt paving but ultimately decided to not accept that alternate as it was anticipated that the City could procure a more favorable price if it was bid separately from the project or was included in the City's Street Improvement project bid. Based on the evaluation of asphalt unit prices submitted for the alternate bid, it is believed that this could generate between a $40K-60K cost savings.
This motion is to advertise for bids. Those bids will be brought back to the Board for consideration with a recommendation at a future meeting.
Attached is a copy of the parking lot plan for reference purposes.

SUGGESTED MOTION: Move for approval authorizing to advertise for construction bids for the new Sportsplex parking lot asphalt paving.

POINT LAYOUT			
Point #	Northing	Easting	Description
2	1433466.45	985255.19	SP 1
3	1433391.84	985296.48	SP 2
4	1433369.81	985303.57	SP 3
5	1433364.55	985303.96	SP 4
6	1433371.57	985365.78	SP 5
7	1433156.31	985372.11	SP 6
8	1433154.40	985310.14	SP 7
9	1433152.34	985237.17	SP 8
10	1433149.34	985237.26	SP 9
11	1433146.89	985154.06	SP 10
12	1433367.72	985230.84	SP 11

SURVEY CONTROL WILL BE SET PRIOR TO CONSTRUCTION BY ENGINEER.

LEGEND

- NEW CONCRETE SIDEWALK
- NEW ASPHALT PAVING
- EXISTING ASPHALT PAVING
- LANDSCAPING AREA

NOTES:
1. ALL ADA AND CROSSWALK STRIPING SHALL BE THERMOPLASTIC.
2. ALL REMAINING STRIPING SHALL BE 4" PAINT, UNLESS NOTED OTHERWISE.

Know what's **below.**
Call before you dig.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

NEEL-SCHAFFER
Solutions you can build upon
P.O. Box 2100 / 39704
2310 Martin Luther King Jr. Drive
Columbus, MS 39705
PH: (662)328-4547 / FAX: (662)328-8552

STARKVILLE SPORTSPLEX PARKING LOT EXPANSION

STARKVILLE, MISSISSIPPI

FOR DRC REVIEW

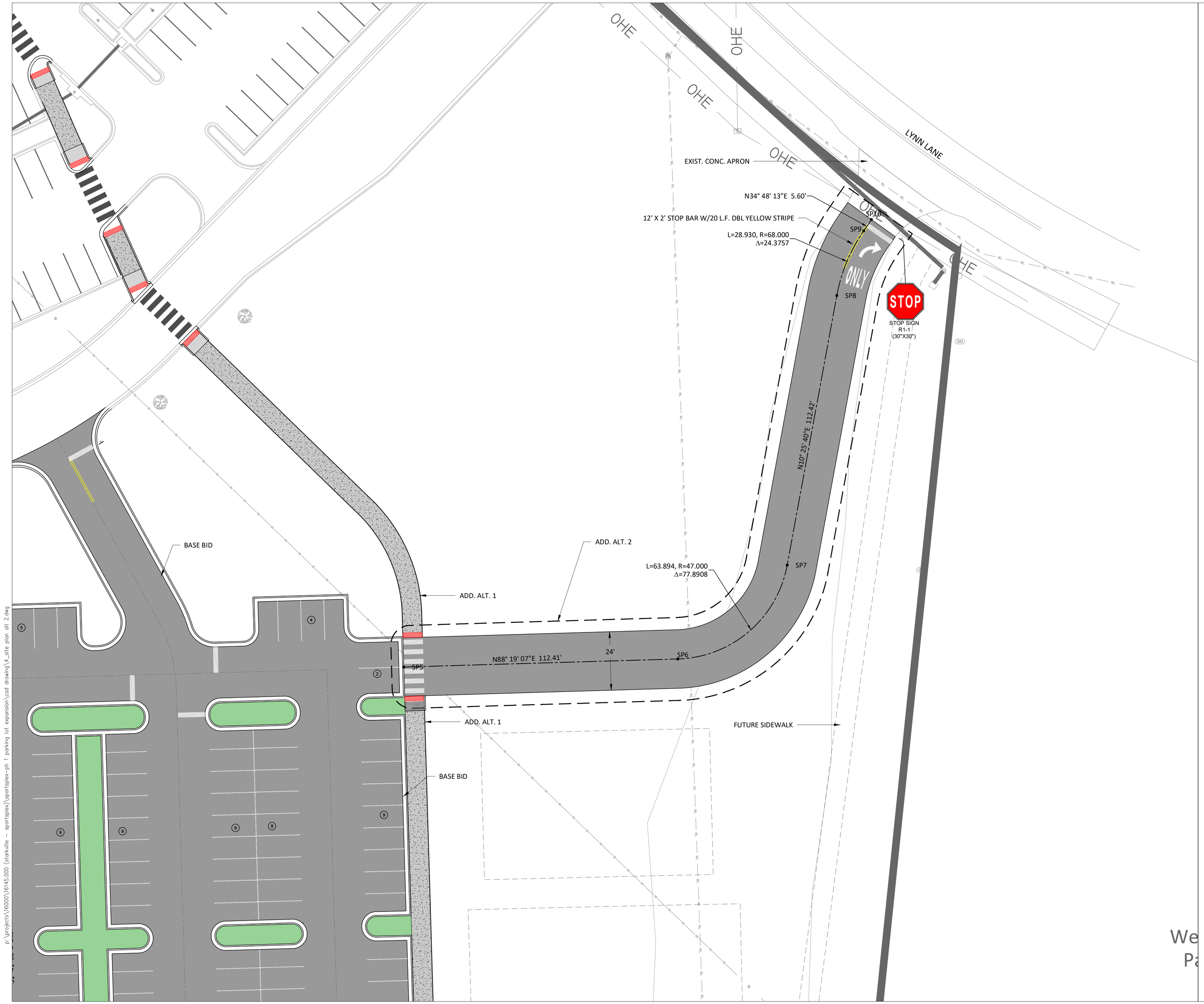
Project Number: 16145.00
Date: **12/2020**
Drawn by: **MRC**
Check by: **ZJF**

REVISION	DATE	NO.

SITE PLAN

C1.00

p:\projects\16000\16145.000 (starkville - sportsplex)\sportsplex-ph 1 parking lot expansion\cad drawing\4_site plan.dwg



POINT LAYOUT			
Point #	Northing	Easting	Description
17	1433372.64	985397.26	SP5
18	1433375.94	985509.62	SP6
19	1433414.41	985554.47	SP7
20	1433524.98	985574.82	SP8
21	1433551.48	985585.86	SP9
22	1433556.08	985589.05	SP10

SURVEY CONTROL WILL BE SET PRIOR TO CONSTRUCTION BY ENGINEER.

LEGEND

NEW ASPHALT PAVING

0 20' 40'

Know what's **below.** **Call** before you dig.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

NEEL-SCHAFFER
Solutions you can build upon
P.O. Box 2100 / 39704
2310 Martin Luther King Jr. Drive
Columbus, MS 39705
PH: (662)328-4547 / FAX: (662)328-8552

STARKVILLE SPORTSPLEX PARKING LOT EXPANSION

STARKVILLE, MISSISSIPPI

FOR DRC REVIEW

Project Number: 16145.00
Date: **12/2020**
Drawn by: **MRC**
Check by: **ZJF**

REVISION	DATE	NO.

SITE PLAN
ADD. ALT. 2

C1.02

p:\projects\16000\16145.000 (starkville - sportsplex)\sportsplex-ph 1 parking lot expansion\cad drawing\4_site plan alt 2.dwg

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 11.02.2021
PAGE: 1

SUBJECT: Consideration of declaring auto shop equipment (RC-15A Tire Changer, 850 Wheel Balancer, and 4 tool boxes) as surplus and auction on Govdeals.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

Below are the items that are to be declared surplus and auctioned on Govdeals. They are no longer useful to our department and have reached their useful life.

(1) RC-15A Tire Changer, Serial #0002544143, COS Inventory # 500-607
(2) 850 Coats Wheel Balancer, Serial # 0493091530
(4) REM/XQL Tool Boxes (Tools not included)

SUGGESTED MOTION: Move for approval of declaring drainage pipe as surplus and auctioned on Govdeals.

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:11.02.2021**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of approval of Change Order #1 in the amount of $2,597.25 for the Sportsplex parking lot for lost time and material due to damage from an unmarked water line.

AMOUNT & SOURCE OF FUNDING This project will be funded through park bond funds
FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering Department

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp or Mary Williams

The contractor hit an unmarked and unknown waterline on October 19. This is a 6” waterline that traversed through the park to service the concession stand and fire protection for the soccer fields. The proposed change order will accommodate additional materials needed to backfill the trench and for lost time and equipment during the waterline break.

SUGGESTED MOTION: Move for approval of Change Order #1 in the amount of $2,597.25 for the Sportsplex parking lot for lost time and material due to damage from an unmarked water line.

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Starkville Sportsplex Improvements, Contract B	Owner: City of Starkville	Owner's Contract No.: 21031
Contract: Starkville Sportsplex Improvements, Contract B		Date of Contract: 07/12/21
Contractor: Gregory Construction		Engineer's Project No.: 21031

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Utility Line Lost Time and Material

Reason for Change Order: Unmarked City water line was damaged by Contractor causing lost time and material.

Attachments (list documents supporting change):
None

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Estimated Contract Price: $851,300.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 1/5/22 Ready for final payment (days or date): 1/5/22
Increase from previously approved Contract to No. 1: $0.00	Increase from previously approved Change Orders to No. 1: Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order: $851,300.00	Contract Times prior to this Change Order: Substantial completion (days or date): 1/5/22 Ready for final payment (days or date): 1/5/22
Increase of this Change Order: $3,879.60	Increase of this Change Order: Substantial completion (days or date): 1/12/22 Ready for final payment (days or date): 1/12/22
Contract Price incorporating Change Order: $855,179.60	Contract Times with all approved Change Orders: Substantial completion (days or date): 1/12/22 Ready for final payment (days or date): 1/12/22

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

AGENDA ITEM DEPT.: Engineering & Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 11.02.2021**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of approving the proposal from Boyd's tree service for Street Right of Way clearing services and authorization for the Mayor to execute a contract.

AMOUNT & SOURCE OF FUNDING :

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The Street Department solicited proposals for Tree trimming services for the City of Starkville. This would include work within City Right of ways that do not conflict with utility lines. It is proposed that this contract would include trimming services starting at two days per month to provide trimming above and beyond what the expertise and equipment limitations of the Street Department.

Attached is a copy of the specifications and proposal from Boyd's Tree Services.

SUGGESTED MOTION: Move for approval of accepting the proposal from Boyd's tree service for Street Right of Way clearing services and authorization for the Mayor to execute a contract.

Specifications & Proposal
For
Street Right-of-Way Clearing Services

September 15, 2021

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

RECEIVED
OCT 11 2021
Starkville City Hall

RECEIVED
OCT 11 2021
Starkville City Hall
9:20 am
Lesa Hardin

Prepared by:
City of Starkville
Engineering Department

ADVERTISEMENT FOR BIDS
CITY OF STARKVILLE

Notice is hereby given that the City of Starkville will receive sealed bids for **Street Right-of-Way Clearing Services** in Starkville, Mississippi.

Bids will be received at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be submitted online at www.cityofstarkvilleplans.org, or can be emailed to bids@cityofstarkville.org by 9:00 a.m. local time on Monday, October 11, 2021 at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

CONTRACT DOCUMENTS: Contract documents may be obtained online at www.cityofstarkvilleplans.org or by emailing Brad Skelton at b.skelton@cityofstarkville.org

SUBMITTAL OF SEALED PROPOSAL: Each proposal must be submitted in duplicate in accordance with the instructions to bidders which are bound in the Project Manual. The Owner reserves the right to waive irregularities and to reject any or all proposals.

SUBMITTAL OF ELECTRONIC BIDS: Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

A certified check or bank draft drawn on a solvent bank, payable without condition to the City of Starkville, Mississippi in the amount of $2500 shall be submitted with each bid as guarantee that, if the bid is accepted, a contract will be entered into and the performance of the contract properly secured. All contractors responding to this advertisement for bids must comply with all applicable requirements of Chapters 3 and 5 of Title 31 of the Mississippi Code of 1972, as amended.

No bid shall be withdrawn after the scheduled date and time of the beginning of the bidding event without the written consent of the City of Starkville. Within the limitations of Mississippi State Purchasing Law, the City of Starkville reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City of Starkville.

The bid opening will be held in the City Clerk Conference Room on the 1st floor of City Hall. Interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City.

CITY OF STARKVILLE, MISSISSIPPI

By: Lesa Hardin, City Clerk

Dates of Advertisement: 9/17/21 & 9/21/21

TABLE OF CONTENTS

STREET RIGHT-OF-WAY CLEARING SERVICES
CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI

TITLE ..... PAGES

COVER

ADVERTISEMENT FOR BIDS

TABLE OF CONTENTS 1

INSTRUCTIONS TO BIDDERS 2-4

PROPOSAL FORM 5-7

AGREEMENT 8-18

INSTRUCTION TO BIDDERS

STREET RIGHT-OF-WAY CLEARING SERVICES
CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI

Electronic bids shall be submitted or can be submitted online at www.cityofstarkvilleplans.org, or can be emailed to bids@cityofstarkville.org. Refer to the advertisement for bids.

SUBMITTAL OF HARD COPY BIDS: Bids that are sent by mail, courier service or hand delivered shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED

ITEM: STREET RIGHT-OF-WAY CLEARING SERVICES

OWNER: CITY OF STARKVILLE

BIDDER: Cody Boyd

ADDRESS: 562 crystal ridge rd Louisville, MS 39339

BID DUE: REFER TO ADVERTISEMENT FOR BIDS

Bids that are sent by mail or by parcel delivery service should be addressed to:

Lesa Hardin, City Clerk
City of Starkville-City Hall
110 West Main Street
Starkville, Mississippi 39759

SUBMITTAL OF ELECTRONIC BIDS: Each electronically submitted bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Note – electronic bids must be secured with a bid bond. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

The Engineer for this project is:

CITY OF STARKVILLE
Engineering Department
110 West Main Street
Starkville, Mississippi 39759
Telephone (662) 323-2525

The Engineer will represent the Owner in all matters pertaining to this project, including but not limited to, answering technical questions of prospective bidders and recommendations of lowest and best bid.

Submit all questions about the specifications to the Engineer, in writing. Replies will be issued to all prospective Bidders of Record. Neither the Engineer nor the Owner will be responsible for oral clarifications.

A certified check or bank draft drawn on a solvent bank, payable without condition to the City of Starkville, Mississippi in the amount of $2500 shall be submitted with each bid as guarantee that, if the bid is accepted, a contract will be entered into and the performance of the contract properly secured. All contractors responding to this advertisement for bids must comply with all applicable requirements of Chapters 3 and 5 of Title 31 of the Mississippi Code of 1972, as amended.

Each bid shall be accompanied by a certified check drawn on a solvent bank in the amount of $2500, made payable without conditions to the OWNER, as a guarantee that if the bid is accepted, the BIDDER will enter into the contract and execute the Performance and Payment Bonds within the time stated in the Proposal and in the form prescribed within these documents.

No BIDDER may withdraw his bid for a period of thirty (30) days after the date of the actual bid opening, without the OWNER'S consent.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER, in accordance with these specifications and terms and conditions hereinafter.

It is estimated that the city will require an eight (8) hour day for a full crew approximately two (2) times per month (i.e., first and third Tuesday of each month). Dates to be regularly scheduled and coordinated with the contractor based on availability. If more regularly scheduled days are required, it will be coordinated with the contractor.

The City of Starkville intends to evaluate this proposal based on the utilization of a three-person right-of-way clearing crew, as required from time to time by the City of Starkville, with the following personnel and equipment shown below:

Labor:

1 Each..... Working Supervisor

1 Each..... Trimmer

1 Each..... Groundman

Equipment:

1 Each..... Bucket Truck

1 Each..... Chipper Truck

1 Each..... Pickup Truck

1 Each..... Chipper

1 Lot ..... Saws as Required

Bidders shall complete both copies of the Bid Proposal Form bound in this specification and shall submit both copies to the Owner at the time that the Bids are due. Bidders taking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While the City of Starkville will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

The City of Starkville retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

PROPOSAL FORM

STREET RIGHT-OF-WAY CLEARING SERVICES LINE
STARKVILLE, MISSISSIPPI

TO: Lesa Hardin, City Clerk
Office of the City Clerk-City Hall
110 West Main Street
Starkville, Mississippi 39759

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for STREET RIGHT-OF-WAY CLEARING SERVICES, FOR THE City of Starkville, dated Monday, October 11, 2021, and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No._____ Dated _____

The CONTRACTOR hereby proposes to provide to the City of Starkville (hereinafter called OWNER) Street Right-of-Way Clearing Services, as required time to time by OWNER; Starkville, Mississippi, upon the terms and conditions herein contained in the STREET RIGHT-OF-WAY CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Working Supervisor	$ 22	$ 37
Trimmer	$ 15	$ 22
Groundman	$ 12	$ 18

Nights and weekends All other would be straight time

2. BASIS OF CHARGES: REQUIRED EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Street Right-of-Way Clearing Services shall also be included in equipment rates.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Bucket Truck	$ 88	$ 88
Chipper Truck	$	$
Pickup Truck	$	$
Chipper	$ ~~25~~ CB	$ ~~25~~ CB
Power Saw	$ 0	$ 0
Tractor and Bush Hog	$ 60	$ 60
Stump Grinder	$ 100	$ 100

$25

$25

3. BASIS OF CHARGES: OTHER REQUIRED PERSONNEL

There may be instances where additional personnel is required in order to serve as flagmen for safe and adequate traffic control. This is primarily on principal roadways and in locations where two-way traffic cannot be accommodated while trimming operations are on-going. The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Traffic control Flagger	$ 12	$ 18

4. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

Equipment	Rate per Hour
_____	$_____
_____	$_____
_____	$_____
_____	$_____

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

5. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counter- proposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

CONTRACTOR

BY: Cody Boyd

TITLE: Owner

COMPANY: Boyd Tree Service

ADDRESS: 562 crystal ridge rd

Louisville, MS 39339

TELEPHONE NO.: 662-803-5925

DATE SIGNED: 10/11/21

STREET RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the_____of_____, 2021 between the Owner:

City of Starkville
110 West Main Street
Starkville, Mississippi 39759

and the Contractor:

The Contractor is a (check and complete one of the following):

_____ Corporation solely organized and existing under the laws of the State of_____and having its principal office in:

_____,_____,_____
(City) (County) (State)

_____ Partnership of the following (List all Partners)

_X_ Partnership of the following (Sole Proprietorship)

The Contractor's taxpayer identification number is_____.

THE WORK COVERED BY THIS AGREEMENT IS AS FOLLOWS:

Tree trimming and associated debris removal in the jurisdictional area limits of the Owner.

THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN ARTICLES 1 THROUGH 7, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:

CONTRACTED WORK

1.1 SCOPE OF WORK

A. The Contractor shall trim and remove trees along, under, and over the Owner's right of ways or property as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve corridor safety, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

SECTION 2 SPECIFICATIONS

2.1 TREE TRIMMING REQUIREMENTS

A. Tree trimming and pruning shall be performed in accordance with modern arboricultural standards. Drop-crotching, directional trimming and "collar" cuts will be utilized at all times except where mechanical tree saws are used, to minimize stubbing, round-overs and flat top trimming practices.

B. Trees shall be trimmed as to provide a maximum clearance from vehicular traffic in right of ways. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.

C. Minimum clearance for overhanging limbs is to remove those limbs 18' above roadways. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the roadways regardless of height, will be removed.

2.2 TREE REMOVAL

A. Owner reserves right that all tall growing tree species less than 6" in diameter at the height of 4'-6" above grade to be removed. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative.

B. Removal Criteria shall be as follows:

1. Undesirable fast-growing tree species.
2. Trees which cannot be economically re-trimmed because of rapid re-growth.
3. Trees which are left unsightly because of excess trimming.
4. Trees in school yards, parks, and other obvious locations where children could climb.
5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the traveling public.
6. Trees where adequate clearance cannot be obtained (i.e., side trimming tree trunks within 5 feet of roadways.)

C. Trees will be removed as close to ground level as possible, and stump ground down as directed by owner.

D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.

E. Trees should not be removed when:

1. Tree may be located on private property or outside of right of way.

F. Contractor represents that it is fully experienced and properly qualified to perform traffic control as needed for this work. There may be times when the contractor may need to stop traffic for short durations in order to perform the necessary work. It is expected that the contractor provides adequate traffic control, advance warning signage, flaggers, etc. as required. At no time should the contractor close a lane of traffic without adequate traffic control. There may be times when an entire roadway needs to be closed to safely perform the work. In these instances, the contractor shall notify the owner a minimum of 48 hours in advance of the work of the location, time and duration so a road closure notice can be completed. The contractor is responsible for all necessary traffic control for closures.

2. Low growing trees or shrubs that cause little interference with Right of Way.

2.3 WOOD WASTE DISPOSAL

A. Brush and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

SECTION 3 SUPERVISION

A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative observe the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.

C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance

with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.

D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.

E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR. At no time is it understood that the owner is the contractor's safety officer.

F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of tree trimming work adjacent to public streets, roadways and right of ways. CONTRACTOR assumes full responsibility for compliance with OSHA. The owner is indemnified of any and all safety responsibilities.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified supervisors and skilled workmen on work requiring special qualifications and to at all times enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.

B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and

orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.

C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5 INSPECTION OF WORK

A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees, but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6 QUALITY CONTROL

A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7 TERM OF CONTRACT

A. The term of this Agreement shall be for an initial period of two (2) years and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.

B. After the initial two (2) year term, this agreement may be extended a maximum of two (2) additional one (1) year periods when mutually agreed by the Owner and Contractor.

SECTION 8 TERMINATION OF THE CONTRACT

A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.

B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.

D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

8.2 INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense in caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.

B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9 INSURANCE REQUIREMENTS

9.1 INSURANCE

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle;
7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B. The Contractor's limits of liability shall be written for not less than the following:

1. GENERAL LIABILITY: $1,000,000
2. WORKER'S COMPENSATION:
   As required by Statue

9.2 CERTIFICATE OF INSURANCE

A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.

B. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall

comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.

10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

SECTION 11 SUBROGATION

11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

LABOR	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Supervisor		
Trimmer		
Groundman		

EQUIPMENT	REGULAR HOURLY RATE PER VEHICLE	STORM HOURLY RATE PER VEHICLE
Bucket Truck		
Chipper Truck		
Pick-up Truck		
Chipper		
Power Saw		
Tractor & Bush Hog		
Stump Grinder		

OTHER LABOR AS NEEDED	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Flagger		

Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

SECTION 14 PAYMENTS

14.1 PROGRESS PAYMENTS

A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Invoices shall be delivered to the owner by the 18th day of the month in order to be approved for payment the following month. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:

1. Labor and equipment types with associated hours
2. Number of trees trimmed
3. Number of trees removed by diameter class
4. Location of work performed

B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

SECTION 15 COUNTERPARTS

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

SECTION 16 NO WAIVER

16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach. No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement,

representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

CITY OF STARKVILLE

ATTEST:

_____ SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CONTRACTOR

ATTEST:

_____ SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

AGENDA ITEM DEPT.: Finance

CITY OF STARKVILLE COVERSHEET **AGENDA DATE** 11/2/2021

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: **FY 2021 – 2022 Budget**

FISCAL NOTE: Total Claims for the **FY 22** Claims Docket Ending Oct. 27, 2021 is $2,633,059.45
Of which the claims amount for Starkville Utilities is $810,436.40

REQUESTING DEPARTMENT: Finance and Administration

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Joanna McLaurin, Deputy Clerk – Grants Coordinator

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of October 27, 2021 for fiscal years ending 09/30/22, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.

Expense Approval Report

City of Starkville, MS

By Fund

Post Dates 10/19/2021 - 10/27/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
CORY SHIERS	INV0033971	10/22/2021	RESTITUTION FROM DANIEL PRESTON	001-000-149-691	200.00
CORY SHIERS	INV0033970	10/22/2021	RESTITUTION	001-000-149-691	200.00
CORY SHIERS	INV0033969	10/22/2021	RESTITUTION FROM DANIEL PRESTON	001-000-149-691	400.00
CADENCE /ELAN VISA	51163334	10/21/2021	INDEED JOB POSTINGS OCTOBER 2021	001-000-054-205	251.45
MISSISSIPPI BUREAU OF NARCOTICS	INV0033953	10/21/2021	KEINO BENNETT	001-000-334-126	427.80
WALMART- CAPITAL ONE	701294510195182	10/21/2021	PROMOTION/PINNING CEREMONY	001-000-160-697	32.80
WALMART- CAPITAL ONE	911294513413901	10/21/2021	TREATS FOR TRUNK OR TREAT	001-000-160-697	98.00
WALMART- CAPITAL ONE	981294514565958	10/21/2021	PUMPKIN PALOOZA	001-000-160-697	98.00
				Department 000 - UNDESIGNATED Total:	**1,708.05**
Department: 110 - MUNICIPAL COURT					
HOWARD INDUSTRIES	21-00529298	10/21/2021	OFFICE HOME AND BUSINESS 2019 ALL LNG PK	001-110-918-805	243.00
SULLIVAN'S OFFICE SUPPLY, INC.	66985	10/27/2021	STACKABLE TRAY, LEGAL FILES, 3 TIER ORGANIZER	001-110-501-200	48.01
CANON FINANCIAL SERVICES, INC	27498633	10/19/2021	SKA12799	001-110-604-330	123.73
CANON FINANCIAL SERVICES, INC	27498638	10/19/2021	23D03532	001-110-604-330	101.02
QUADIENT FINANCE USA, INC.	STARKVILLE0000011458920	10/26/2021	POSTAGE	001-110-604-330	615.90
				Department 110 - MUNICIPAL COURT Total:	**1,131.66**
Department: 120 - MAYORS OFFICE					
CANON FINANCIAL SERVICES, INC	27498637	10/19/2021	3AC01310	001-120-604-330	92.28
QUADIENT FINANCE USA, INC.	STARKVILLE0000011458920	10/26/2021	POSTAGE	001-120-604-330	26.86
CADENCE /ELAN VISA	INV0033975	10/25/2021	WATER AND SOFT DRINKS FOR PUBLIC MEETING	001-120-503-202	63.80
				Department 120 - MAYORS OFFICE Total:	**182.94**
Department: 123 - IT					
CANON FINANCIAL SERVICES, INC	27498628	10/19/2021	XUW04732	001-123-604-330	103.53
CADENCE /ELAN VISA	INV0033976	10/25/2021	HSW*GATE.COM	001-123-600-300	19.95
				Department 123 - IT Total:	**123.48**
Department: 142 - CITY CLERKS OFFICE					
OKT COUNTY	10/27/21	10/27/2021	PROPERTY TAX COLLECTIONS CONTRACT FY 21-22	001-142-600-338	60,000.00
				Department 142 - CITY CLERKS OFFICE Total:	**60,000.00**
Department: 145 - OTHER ADMINISTRATIVE					
POLLAN & ASSOC. PA	21609	10/22/2021	GOLF CART DECALS	001-145-501-200	534.16
CANON FINANCIAL SERVICES, INC	27498627	10/19/2021	XUG04616	001-145-604-330	558.09
CANON FINANCIAL SERVICES, INC	27498633	10/19/2021	SKA12799	001-145-604-330	123.73
QUADIENT FINANCE USA, INC.	STARKVILLE0000011458920	10/26/2021	POSTAGE	001-145-604-330	178.51
CADENCE /ELAN VISA	INV0033955	10/21/2021	CREDIT ISSUED TWICE	001-145-501-200	0.40
SULLIVAN'S OFFICE SUPPLY, INC.	67940	10/25/2021	NAME PLATE	001-145-501-200	18.95
				Department 145 - OTHER ADMINISTRATIVE Total:	**1,413.84**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 159 - BONDING-CITY EMPLOYEES					
REYNOLDS/RENASANT INSURANCE AGENCY	1181876	10/25/2021	PARKER MADEEN	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1181877	10/25/2021	JAMES J JARVIS	001-159-620-371	175.00
			Department 159 - BONDING-CITY EMPLOYEES Total:		**350.00**
Department: 169 - LEGAL					
STARKVILLE DAILY NEWS	00094918	10/21/2021	REFUSE BAGS	001-169-615-342	83.44
				Department 169 - LEGAL Total:	**83.44**
Department: 180 - HUMAN RESOURCES					
KRONOS	11825216	10/19/2021	UKG READY SOFTWARE USAGE , PAYROLL	001-180-691-505	3,850.00
CANON FINANCIAL SERVICES, INC	27498628	10/19/2021	XUW04732	001-180-604-330	103.53
QUADIENT FINANCE USA, INC.	STARKVILLE0000011458920	10/26/2021	POSTAGE	001-180-604-330	25.00
CADENCE /ELAN VISA	51163334	10/21/2021	INDEED JOB POSTINGS OCTOBER 2021	001-180-610-340	251.45
			Department 180 - HUMAN RESOURCES Total:		**4,229.98**
Department: 190 - CITY PLANNER					
CANON FINANCIAL SERVICES, INC	27498637	10/19/2021	3AC01310	001-190-604-330	92.29
QUADIENT FINANCE USA, INC.	STARKVILLE0000011458920	10/26/2021	POSTAGE	001-190-604-330	77.26
CADENCE /ELAN VISA	INV0033973	10/25/2021	APA PROFESSIONAL MEMBERSHIP- ODIE AVERY	001-190-690-557	99.00
			Department 190 - CITY PLANNER Total:		**268.55**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
CINTAS	4099177139	10/21/2021	CITY HALL	001-192-510-220	11.40
CINTAS	4099177222	10/21/2021	CITY HALL	001-192-510-220	65.15
BRISLIN, INC	211387	10/26/2021	CITY HALL HVAC REPAIRS	001-192-630-403	1,112.04
ATMOS ENERGY	INV0033977	10/26/2021	OCTOBER 2021	001-192-625-380	283.34
SECURITY SOLUTIONS	220275	10/26/2021	ANNUAL MONITORING	001-192-600-338	540.00
JAN-PRO OF MS	863980.	10/25/2021	NOVEMBER 2021	001-192-600-338	1,619.00
			Department 192 - GENERAL GOVERN BLDG & PLANT Total:		**3,630.93**
Department: 197 - ENGINEERING					
CANON FINANCIAL SERVICES, INC	27498637	10/19/2021	3AC01310	001-197-604-330	92.29
FUELMAN / FLEETCOR	NP60923101	10/21/2021	10/11/21-10/17/21	001-197-525-231	50.64
QUADIENT FINANCE USA, INC.	STARKVILLE0000011458920	10/26/2021	POSTAGE	001-197-604-330	26.13
CADENCE /ELAN VISA	INV0033980	10/27/2021	PDH LICENSE RENEWAL	001-197-690-553	6.00
CADENCE /ELAN VISA	INV0033981	10/27/2021	PDH LICENSE RENEWAL	001-197-690-553	74.61
			Department 197 - ENGINEERING Total:		**249.67**
Department: 201 - POLICE DEPARTMENT					
SHEPS CLEANERS-POLICE ACCOUNT	37691	10/19/2021	JAMES SMITH	001-201-535-233	20.00
SHEPS CLEANERS-POLICE ACCOUNT	37944	10/19/2021	MICHEAL MCCLENDON	001-201-535-233	30.00
DANNY MCCLUSKEY TOWING	3221	10/19/2021	TOW CHRYSLER 300 FROM SOCIAL BLOCK-NXA7463	001-201-600-300	100.00
SHEPS CLEANERS-POLICE ACCOUNT	38303	10/19/2021	BILL LOTT	001-201-535-233	72.00
SHEPS CLEANERS-POLICE ACCOUNT	38546	10/19/2021	JAMES SMITH	001-201-535-233	17.00
SHEPS CLEANERS-POLICE ACCOUNT	39666	10/19/2021	SARAH PEREZ	001-201-535-233	36.00
A+ AUTO REPAIR	022348	10/19/2021	2013 FORD EXPLORER VIN 6901 HYDRAULIC MOTOR MOUNT	001-201-630-360	297.97
SHEPS CLEANERS-POLICE ACCOUNT	39816	10/19/2021	DYLON PEDEN	001-201-535-233	28.00
AT&T PRIVATE LINE SERVICE	3131753564	10/19/2021	MONTHLY CHARGES 10/1/21-10/30/21	001-201-604-330	222.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AT&T VPN SERVICE	7446444602	10/19/2021	9/1/21-9/30/21	001-201-604-330	205.61
DPS CRIME LAB	90110021	10/19/2021	ANALYTICAL FEES	001-201-600-300	60.00
CALEA	INV36529	10/19/2021	ANNUAL CONTINUATION FEE	001-201-600-300	4,646.00
A-1 TOWING	11312	10/19/2021	VIN 2115 TOWED TO RANGE	001-201-600-300	150.00
R&M TIRES	1134718	10/21/2021	BATTERY	001-201-630-360	25.00
R&M TIRES	1134731	10/19/2021	INSTALL BATTERY	001-201-630-360	214.00
AMAZON CAPITAL SERVICES, INC.	19G1-4GX1-NW3G	10/19/2021	ACOUSTIC PANELS SOUND PROOF PADDING	001-201-630-426	335.94
IVY AUTO PARTS, LLC.	673137	10/21/2021	BATTERY AND CORE DEPOSIT	001-201-630-360	126.96
OKTIBBEHA COUNTY COOPERATIVE	722677	10/19/2021	ORIGINAL SWAT BOOTS	001-201-535-233	119.85
NESCO ELECTRICAL DISTRIBUTORS	S2486614.001	10/19/2021	LIGHT FOR LIGHT TOWER	001-201-556-251	39.37
ARMY NAVY PAWN SHOP	101221A	10/21/2021	16 CODE RED SILENT JR	001-201-535-233	560.00
CANON FINANCIAL SERVICES, INC	27498631	10/19/2021	2JH03908	001-201-635-369	722.36
CANON FINANCIAL SERVICES, INC	27498632	10/19/2021	28X01513	001-201-635-369	62.30
CANON FINANCIAL SERVICES, INC	27498635	10/19/2021	XLG06726	001-201-635-369	260.28
CANON FINANCIAL SERVICES, INC	27498636	10/21/2021	3CE01186	001-201-604-330	104.52
NEWELL PAPER COMPANY	3138599	10/21/2021	TOWELS, DISINFECTANT SPRAY, SOAP	001-201-555-208	300.00
LOWE'S-POLICE	09141	10/19/2021	SUPPLIES FOR RTCC	001-201-501-200	81.93
R&M TIRES	1134773	10/21/2021	ALTERNATOR AND 2 BATTERIES	001-201-630-360	816.81
IVY AUTO PARTS, LLC.	673409	10/21/2021	BRAKE ROTOR FOR 2013 FORD EXPLORER	001-201-630-360	144.99
NEWELL PAPER COMPANY	3138604	10/21/2021	BLACK AND WHITE LINERS	001-201-555-208	98.68
MAGNOLIA BOTTLED WATER CO	49357	10/21/2021	10-5 GAL BOTTLES	001-201-501-200	80.00
STOMPERS BOOTS	FL05740	10/21/2021	3 PAIR OF DEHNER STOCK DRESS PATROL BOOTS	001-201-535-233	1,829.85
WALTON FRAME & BODY SHOP	0014487	10/21/2021	REPAIR VEHICLE VIN #2115	001-201-630-360	2,627.25
R&M TIRES	1134788	10/21/2021	INSTALL NEW BRAKE PADS	001-201-630-360	100.00
R&M TIRES	1134820	10/21/2021	4 TIRES, OIL AND FILTER CHANGE	001-201-630-360	620.68
PARKER CDJR*	126105	10/21/2021	OIL FILTER AND CHANGE VIN#9665	001-201-630-360	61.11
R&M TIRES	1134863	10/21/2021	FLAT TIRE REPAIR	001-201-630-360	20.00
PARKER CDJR*	126130	10/21/2021	OIL AND FILTER CHANGE VIN#9661	001-201-630-360	61.11
FUELMAN / FLEETCOR	NP60923101	10/21/2021	10/11/21-10/17/21	001-201-525-231	3,605.08
QUADIENT FINANCE USA, INC.	STARKVILLE0000011458920	10/26/2021	POSTAGE	001-201-604-330	50.34
WATERMARK PRINTERS LLC	14372	10/21/2021	BUSINESS CARDS	001-201-501-200	38.00
R&M TIRES	1134902	10/21/2021	REPAIR FLAT TIRE, ROTATE FRONT AND BACK BRAKE PADS	001-201-630-360	508.00
REYNOLDS/RENASANT INSURANCE AGENCY	1181709	10/22/2021	2018 CHEVY MALIBU	001-201-620-370	130.00
WALMART- CAPITAL ONE	981293586335537	10/21/2021	SIM CARD	001-201-501-200	75.00
ARMY NAVY PAWN SHOP	102121	10/21/2021	UNIFORM PANTS	001-201-535-233	155.00
OKTIBBEHA COUNTY COOPERATIVE	725861	10/21/2021	SWAT BOOTS	001-201-535-233	219.70
JOHN LAY	INV0033956	10/21/2021	CLOTHING ALLOWANCE REIMBURSEMENT	001-201-535-233	28.89
JOHN LAY	INV0033957	10/21/2021	CLOTHING ALLOWANCE REIMBURSEMENT	001-201-535-233	88.28
FUELMAN / FLEETCOR	NP60950820	10/25/2021	10/18-10/24/2021	001-201-525-231	2,858.92
AT&T-NCIC MONITOR LINE	10/14-11/13	10/26/2021	ACCT # 662615-14676370593	001-201-604-330	41.26
ATMOS ENERGY	INV0033977	10/26/2021	OCTOBER 2021	001-201-625-380	91.39
				Department 201 - POLICE DEPARTMENT Total:	**23,187.88**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 246 - CODE ENFORCEMENT					
FUELMAN / FLEETCOR	NP60950820	10/25/2021	10/18-10/24/2021	001-246-525-231	100.27
				Department 246 - CODE ENFORCEMENT Total:	**100.27**
Department: 261 - FIRE DEPARTMENT					
LANN CHEMICAL & SUPPLY	089528	10/20/2021	JANITORIAL SUPPLIES	001-261-555-208	558.42
DIRECTV	010315788X211011	10/20/2021	STATION 5 SATELITE	001-261-625-380	372.88
LANN CHEMICAL & SUPPLY	089528-01	10/20/2021	JANITORIAL SUPPLIES	001-261-555-208	56.88
CANON FINANCIAL SERVICES, INC	27498630	10/20/2021	2JU08031	001-261-604-330	294.69
M'PRINTS	46973	10/20/2021	PROBATIONARY FIREFIGHTERS TEES	001-261-535-233	443.50
FUELMAN / FLEETCOR	NP60923101	10/21/2021	10/11/21-10/17/21	001-261-525-231	866.47
ALLIED 100 LLC	1997233	10/20/2021	RESCUE RANDY COMBAT MANIKIN & HARNESS	001-261-600-390	1,658.50
MID-SOUTH UNIFORM & SUPPLY, INC	622392	10/20/2021	COLLAR BRASS FOR CLASS A SHIRTS	001-261-535-233	175.04
STARKVILLE UTILITIES	INV0033952	10/19/2021	MONTHLY USUAGE	001-261-625-380	756.28
QUALITY LAPEL PINS, INC.	BWC-23490	10/21/2021	16 CUSTOM DIE-STRUCK SOFT ENAMEL BADGES 2.5"	001-261-535-233	672.78
LDB DOORS LLC- LARRY BROWNLEE JR.	INV0275	10/21/2021	RESET LIMIT SWITCH ON COMMERCIAL DOOR OPERATOR	001-261-558-269	100.00
FUELMAN / FLEETCOR	NP60950820	10/25/2021	10/18-10/24/2021	001-261-525-231	1,066.79
CADENCE /ELAN VISA	INV0033972	10/25/2021	CLARENCE PARKS, KEN BRITT, JOSH COX OXFORD CONF.	001-261-600-390	585.00
STARKVILLE UTILITIES	INV0033974	10/25/2021	OCTOBER 2021	001-261-625-380	522.90
ATMOS ENERGY	INV0033977	10/26/2021	OCTOBER 2021	001-261-625-380	37.40
CADENCE /ELAN VISA	INV0033979	10/26/2021	VIASAT INTERNET	001-261-604-330	170.31
				Department 261 - FIRE DEPARTMENT Total:	**8,337.84**
Department: 281 - BUILDING/CODES OFFICE					
AMAZON CAPITAL SERVICES, INC.	113-8283067-9827405	10/21/2021	CASH DRAWER AND BRACKET	001-281-555-250	111.90
CANON FINANCIAL SERVICES, INC	27498637	10/19/2021	3AC01310	001-281-604-330	92.29
SULLIVAN'S OFFICE SUPPLY, INC.	67703	10/19/2021	PAPER	001-281-501-200	175.96
FUELMAN / FLEETCOR	NP60923101	10/21/2021	10/11/21-10/17/21	001-281-525-231	45.68
TRUSTMARK NATIONAL BANK	INV0033950	10/19/2021	LOAN # 98905 ACCOUNT #00028207975	001-281-820-874	451.37
				Department 281 - BUILDING/CODES OFFICE Total:	**877.20**
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
STARKVILLE UTILITIES	INV0033952	10/19/2021	MONTHLY USUAGE	001-290-625-380	77.65
STARKVILLE UTILITIES	INV0033974	10/25/2021	OCTOBER 2021	001-290-625-380	45.49
				Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	**123.14**
Department: 301 - STREET DEPARTMENT					
CAPITALONE TRADE CREDIT	48049660	10/19/2021	WINCH CABLE	001-301-555-250	27.78
CAPITALONE TRADE CREDIT	48120925	10/19/2021	JOBSITE FAN	001-301-555-250	79.00
CAPITALONE TRADE CREDIT	8964348	10/19/2021	SALT SPREADER	001-301-918-805	2,069.68
MMC MATERIALS, INC.	726072	10/19/2021	READY MIX CONCRETE, FIBRILLATED FIBERS	001-301-560-270	408.00
NEWELL PAPER COMPANY	3137931	10/19/2021	BRAWNY SCRIM WIPER	001-301-555-250	115.43
NEWELL PAPER COMPANY	3138407	10/19/2021	SUNBELT CLEAR VIEW GLASS/MIRROR CLEANER	001-301-555-250	51.00
STARKVILLE AUTO PARTS	5151-147489	10/26/2021	SERP BELT POLY RIB	001-301-630-360	41.99
STARKVILLE AUTO PARTS	5151-147519	10/26/2021	2 CYCLE 50 1 OIL	001-301-630-360	7.96
POWERSTROKE EQUIPMENT SALES & SVC	6148	10/19/2021	ITEMS FOR REPAIRS TO CHAIN SAW	001-301-630-400	443.91
FASTENAL COMPANY	MSSTA99047	10/19/2021	SAFETY VESTS	001-301-555-250	34.98
STARKVILLE AUTO PARTS	5151-147564	10/26/2021	STT LAMP	001-301-630-360	10.49
APAC-MISSISSIPPI, INC	4000112417	10/19/2021	ASPHALT	001-301-560-270	885.88
APAC-MISSISSIPPI, INC	4000112474	10/19/2021	ASPHALT	001-301-560-270	466.65

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE AUTO PARTS	5151-147621	10/26/2021	OIL FILTER, ENGINE OIL	001-301-630-360	208.23
OKTIBBEHA COUNTY COOPERATIVE	724907	10/19/2021	UNIFORM PANTS	001-301-691-550	93.54
FUELMAN / FLEETCOR	NP60923101	10/21/2021	10/11/21-10/17/21	001-301-525-231	1,304.98
STARKVILLE LP GAS	2654061	10/25/2021	PROPANE	001-301-555-250	50.00
BELL BUILDING SUPPLY, INC.	331766	10/25/2021	RESPIRATOR, COVERALL, SUNGLASS HOLDER, ROLLER	001-301-565-272	168.90
CINTAS	4099177244	10/21/2021	STREET	001-301-555-250	35.00
CINTAS FIRST AID & SAFETY	5080565447	10/25/2021	SD APACHE BLK/GREY	001-301-555-250	74.83
TRUSTMARK NATIONAL BANK	INV0033950	10/19/2021	LOAN # 98905 ACCOUNT #00028207975	001-301-820-874	451.38
TRUSTMARK NATIONAL BANK	INV0033951	10/19/2021	LOAN #51323 ACCOUNT # 00028207975	001-301-820-874	7,802.96
STARKVILLE UTILITIES	INV0033952	10/19/2021	MONTHLY USUAGE	001-301-625-380	5,705.15
STARKVILLE UTILITIES	INV0033952	10/19/2021	MONTHLY USUAGE	001-301-625-380	18.78
AMAZON CAPITAL SERVICES, INC.	11JW-YT3J-MRY1	10/21/2021	RUST-OLEUM 6 PK, DISPOSABLE GLOVES	001-301-555-250	278.25
BELL BUILDING SUPPLY, INC.	331932	10/25/2021	SPRAYER 2 GALLON POLY PREMIER PRO+	001-301-555-250	77.99
STARKVILLE AUTO PARTS	5151-147691	10/26/2021	MINI BULB LONG LIFE, OIL FILTER, ENGINE OIL	001-301-630-360	135.27
OKTIBBEHA COUNTY COOPERATIVE	725845	10/25/2021	WHITE MIXING SALT, DIAMOND CRYSTAL POOL SALT	001-301-555-250	785.12
BOARDTOWN LOCKSMITH, LLC	5108	10/25/2021	2 NEW KEYS F-350	001-301-630-360	160.00
FUELMAN / FLEETCOR	NP60950820	10/25/2021	10/18-10/24/2021	001-301-525-231	791.22
MSU FACILITIES MANAGEMENT-TRAFFIC LIGHTS	15-OCT-2021	10/25/2021	TRAFFIC SIGNAL SPRING & LOCKSLEY ACCT#909263211	001-301-625-380	37.76
MSU FACILITIES MANAGEMENT-TRAFFIC LIGHTS	15-OCT-2021	10/25/2021	TRAFFIC SIGNAL SPRING & LOCKSLEY ACCT#909263211	001-301-625-380	19.16
STARKVILLE UTILITIES	INV0033974	10/25/2021	OCTOBER 2021	001-301-625-380	365.72
ATMOS ENERGY	INV0033977	10/26/2021	OCTOBER 2021	001-301-625-380	32.35
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0033978	10/26/2021	OCTOBER 2021	001-301-625-380	229.42
				Department 301 - STREET DEPARTMENT Total:	**23,468.76**
Department: 360 - ANIMAL CONTROL					
FUELMAN / FLEETCOR	NP60950820	10/25/2021	10/18-10/24/2021	001-360-525-231	55.92
				Department 360 - ANIMAL CONTROL Total:	**55.92**
Department: 550 - PARKS AND REC DEPARTMENT					
BERRY ELECTRIC, LLC	004637	10/22/2021	STARKVILLE HIGH SCHOOL TENNIS COURT LIGHT REPAIRS	001-550-600-300	2,475.00
BERRY ELECTRIC, LLC	004636	10/22/2021	MCKEE PARK TENNIS COURT LIGHT REPAIRS	001-550-600-300	2,160.00
HOLLIS BROTHERS HEATING & COOLING	08046	10/22/2021	NEEDMORE CENTER CHECK UNIT	001-550-600-300	255.00
PIONEER MANUFACTURING CO.	INV813456	10/22/2021	40 PVIP ARCTIC WHITE, SUPPLY CHAIN, LIFTGATE CHARG	001-550-501-110	3,544.90
COLUMBUS FENCE COMPANY	25910	10/22/2021	3 4X6 SS40 POLES	001-550-501-110	486.00
NEWELL PAPER COMPANY	3138450	10/22/2021	BLEACH, DISINFECTANT, BLACK LINERS, MOP HEADS	001-550-501-208	370.72
OKTIBBEHA COUNTY COOPERATIVE	721747	10/22/2021	CARHARTT DUCK PANTS	001-550-535-233	39.95
PETTY CASH - STARKVILLE PARK AND REC	INV0033958	10/22/2021	DIESEL	001-550-525-231	33.65
CANON FINANCIAL SERVICES, INC	27498629	10/19/2021	XUG02274	001-550-600-330	371.61
BOARDTOWN ENGRAVING	101421C	10/22/2021	TROPHIES, FOOTBALL RINGS, RING BOXES	001-550-501-415	1,054.50
AMAZON CAPITAL SERVICES, INC.	1DCM-1WRD-T4QR	10/22/2021	MITTN HEADER BAG GREEN AND YELLOW	001-550-501-208	359.94
AMAZON CAPITAL SERVICES, INC.	1DWV-KVP9-XKPW	10/22/2021	LARGE CUP TROPHIES	001-550-501-415	68.97
WALMART- CAPITAL ONE	701288507585482	10/22/2021	HALLOWEEN CANDY	001-550-600-355	343.14

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NESCO ELECTRICAL DISTRIBUTORS	S2487790.001	10/22/2021	ADAPTOR, BULLHORN BRACKETSLIPFITTER MOUNT, STEEL	001-550-630-402	2,967.18
LIBERTY WASTE, INC.	4152	10/22/2021	PORTA JOHN RENTALS	001-550-600-300	1,060.73
CHICK-FIL-A STARKVILLE FSR	7257754	10/22/2021	40 PACKAGED MEALS	001-550-610-350	281.20
FUELMAN / FLEETCOR	NP60923101	10/21/2021	10/11/21-10/17/21	001-550-525-231	67.68
STARKVILLE UTILITIES	INV0033952	10/19/2021	MONTHLY USUAGE	001-550-600-340	3,076.03
MAXXSOUTH BROADBAND	10/20/21	10/21/2021	MONCREIF PARK ACCT#8282411010659622	001-550-600-330	106.50
LIBERTY WASTE, INC.	4197	10/22/2021	PORTA JOHN RENTAL	001-550-600-355	1,710.00
LOWE'S - PARKS	08001	10/22/2021	RETURN	001-550-501-110	-144.96
LOWE'S - PARKS	08003	10/22/2021	DRILL SET, ADAPTER, BATTERIES, PUNCH PIN, RIBBON	001-550-501-110	135.49
LOWE'S - PARKS	08999	10/22/2021	SUPPLIES	001-550-501-110	144.96
POWERSTROKE EQUIPMENT SALES & SVC	6172	10/25/2021	EXMARK 72" DECK, KEY SWITCH, FUSE HOLDER, BATTERY	001-550-600-370	4,355.92
OKTIBBEHA COUNTY COOPERATIVE	725835	10/22/2021	GUIDE LINE MARKING LIME GOAL	001-550-501-110	208.50
OKTIBBEHA COUNTY COOPERATIVE	725905	10/22/2021	ROLL PIN, INNER PROFILE TUBE, OUTER PROFILE TUBE	001-550-501-110	99.38
TIM BUSH	INV0033959	10/22/2021	YOUTH FLAG FOOTBALL	001-550-600-320	250.00
KENYON SELF	INV0033960	10/22/2021	YOUTH FLAG FOOTBALL	001-550-600-320	225.00
RICHARD HILL JR.	INV0033961	10/22/2021	YOUTH FLAG FOOTBALL	001-550-600-320	200.00
CALEB GREEN	INV0033962	10/22/2021	YOUTH FLAG FOOTBALL	001-550-600-320	150.00
DILLON SPEARS	INV0033963	10/22/2021	YOUTH FLAG FOOTBALL	001-550-600-320	275.00
PARKER LEE	INV0033964	10/22/2021	YOUTH FLAG FOOTBALL	001-550-600-320	200.00
TREVOR HERRING	INV0033965	10/22/2021	YOUTH FLAG FOOTBALL	001-550-600-320	200.00
CHRISTIAN TANNER MCREYNOLDS	INV0033966	10/22/2021	YOUTH FLAG FOOTBALL	001-550-600-320	300.00
LOWE'S - PARKS	02727	10/25/2021	INSULATION TUBING, FAUCET COVER, WALL SOCK, D BATT	001-550-501-110	328.17
OKTIBBEHA COUNTY COOPERATIVE	726162	10/25/2021	JACKET, CARHARTT DUNGAREE X 2	001-550-535-233	207.89
ALEXANDRA FIRTH	INV0033967	10/22/2021	YOGA	001-550-600-320	100.00
DULCY LITTLE	INV0033968	10/22/2021	YOGA	001-550-600-320	45.00
FUELMAN / FLEETCOR	NP60950820	10/25/2021	10/18-10/24/2021	001-550-525-231	102.17
STARKVILLE UTILITIES	INV0033974	10/25/2021	OCTOBER 2021	001-550-600-340	4,485.13
ATMOS ENERGY	INV0033977	10/26/2021	OCTOBER 2021	001-550-600-340	32.35
			Department 550 - PARKS AND REC DEPARTMENT Total:		**32,732.70**
Department: 600 - CAPITAL PROJECTS					
NEEL-SCHAFFER	1074415	10/19/2021	ERBR OLD WEST POINT 19052	001-600-912-806	490.95
PHILLIPS CONTRACTING COMPANY, INC.	6283-1	10/19/2021	CONTRACTOR PAY APP #1	001-600-912-806	193,248.36
KIMLEY HORN	EST 16	10/21/2021	EST 16 FBLD-7113-00(004)	001-600-948-860	9,025.88
			Department 600 - CAPITAL PROJECTS Total:		**202,765.19**
Department: 800 - DEBT SERVICE					
FIRST NATIONAL BANK OF CLARKSDALE	INV0033954	10/21/2021	6.75M COP-DATED 6.13.13	001-800-830-840	9,587.50
			Department 800 - DEBT SERVICE Total:		**9,587.50**
			Fund 001 - GENERAL FUND Total:		**374,608.94**
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
WALMART- CAPITAL ONE	981281692215800	10/19/2021	DARE TOUCH A TRUCK SUPPLIES FOR GOODIE BAGS	002-251-501-200	112.66
			Department 251 - DRUG EDUCATION FUND Total:		**112.66**
			Fund 002 - RESTRICTED POLICE FUND Total:		**112.66**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 003 - RESTRICTED FIRE FUND					
Department: 560 - RESTRICTED FIRE FUND					
CAPITAL ONE PUBLIC FUNDING	100505393-11/21	10/19/2021	LOAN #100505393 2 PUMPER TRUCKS	003-560-820-874	99,428.18
				Department 560 - RESTRICTED FIRE FUND Total:	**99,428.18**
				Fund 003 - RESTRICTED FIRE FUND Total:	**99,428.18**
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
MAXXSOUTH BROADBAND	10/11/21-11/10/21	10/19/2021	10/11/21-11/10/21 8282411010438241	015-505-600-338	149.11
TITAN AVIATION FUELS	3497601	10/21/2021	JET A FUEL	015-505-525-233	21,038.68
LOWE'S- AIRPORT	06362	10/19/2021	SCREWS, ANGLE BRACKETS, MASTER PAD LOCK KEYS	015-505-501-198	11.96
TITAN AVIATION FUELS	3497653	10/21/2021	AVGAS 100 LL	015-505-525-232	33,243.66
WALMART- CAPITAL ONE	701287748435431	10/19/2021	TRASH BAGS, INVOICE BOOKS	015-505-541-237	50.90
AMERICAN REFUELER EQUIPMENT CO., INC	26196	10/26/2021	2003 FORD F-450 CHASSIS CAB REAR SUSPENSION SPRING	015-505-570-273	154.86
EAST MISSISSIPPI LUMBER CO.	D88712	10/26/2021	KEYS CUT	015-505-501-198	5.12
RYAN PINNIX	365244	10/26/2021	STUMP REMOVAL	015-505-691-550	120.00
APAC-MISSISSIPPI, INC	4000112591	10/26/2021	ST 9.5 MM RAP	015-505-630-400	453.65
CLEARWATER INC., ENVIRONMENTAL ENGI	1232101	10/26/2021	PAY REQUEST 1 2022 MM-0068-1022	015-505-720-805	2,453.09
STARKVILLE UTILITIES	INV0033974	10/25/2021	OCTOBER 2021	015-505-625-380	1,460.47
				Department 505 - AIRPORT Total:	**59,141.50**
				Fund 015 - AIRPORT FUND Total:	**59,141.50**
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
CLEARWATER INC., ENVIRONMENTAL ENGI	1232101	10/26/2021	PAY REQUEST 1 2022 MM-0068-1022	016-515-730-835	4,586.91
WEBSTER ELECTRIC, INC	2F	10/26/2021	AWOS REPLACEMENT 2020 FAA 3-28-0068-024-2020	016-515-720-825	11,571.00
				Department 515 - RESTRICTED PROJECTS Total:	**16,157.91**
				Fund 016 - RESTRICTED AIRPORT Total:	**16,157.91**
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
STARKVILLE AUTO PARTS	5151-147065	10/22/2021	FUEL HOSE	022-322-630-400	6.38
WASTE PRO	0000226032	10/19/2021	9/30/21	022-322-600-431	1,400.00
BELL BUILDING SUPPLY, INC.	330340	10/22/2021	E-Z REACHER, REPLACEMENT CUP	022-322-555-250	214.55
STARKVILLE AUTO PARTS	5151-147201	10/22/2021	GAS CAP	022-322-630-400	7.19
EAST MISSISSIPPI LUMBER CO.	D87942	10/26/2021	LOCK BOX	022-322-555-250	9.95
SANSOM EQUIPMENT COMPANY, INC	P01916	10/22/2021	TRUCK 85 BROOMS/NUZZLES & TRUCK 41 CAMERA	022-322-630-360	1,631.10
PAUL'S WELDING	0762	10/22/2021	REPAIR STEP & GRAB BAR ON GARBAGE TRUCK	022-322-630-400	160.00
GATEWAY TIRE & SERVICE CENTER	1018-151418	10/22/2021	TRUCK 91 TIRES	022-322-630-360	964.71
TERRY'S GARAGE & REPAIRS, LLC	5378	10/22/2021	TRUCK 85 REPAIR AIR LEAKS	022-322-630-360	333.40
GATEWAY TIRE & SERVICE CENTER	1018-151455	10/22/2021	TIRE	022-322-630-360	326.89
TERRY'S GARAGE & REPAIRS, LLC	5395	10/22/2021	TRUCK 21A REPAIR BRAKES	022-322-630-360	333.40
TRI-STATE TRUCKCENTER*	02W11791	10/22/2021	TRUCK 95 REPAIRS	022-322-630-360	4,751.85
TRI-STATE TRUCKCENTER*	02W11876	10/22/2021	TRUCK 98 NEW FUEL SYSTEM	022-322-630-360	4,895.42
FUELMAN / FLEETCOR	NP60923101	10/21/2021	10/11/21-10/17/21	022-322-525-231	3,790.69
TRI-STATE TRUCK CENTER	02W11981	10/26/2021	TURBO CHARGER TRUCK 95	022-322-630-360	4,049.93
PAUL'S WELDING	0772	10/22/2021	REPAIR SMALL TRAILER	022-322-630-400	126.00
STARKVILLE AUTO PARTS	5151-147645	10/22/2021	PRO PISTOL GRIP PROBE, OPEN EYE INSERT NEEDLE	022-322-630-400	83.94

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REGIONS FINANCIAL CORPORATION	INV0033948	10/19/2021	LOAN #001-0007521-010	022-322-820-874	43,010.96
TRUSTMARK NATIONAL BANK	INV0033949	10/19/2021	LOAN# 90089 STREET SWEEPER	022-322-820-872	3,743.59
STARKVILLE AUTO PARTS	5151-147695	10/22/2021	45 DEGREE FLARED FTG, RIGID CLAMP, FUEL HOSE	022-322-630-400	13.16
STARKVILLE GLASS & PAINT	30803	10/22/2021	WINDSHIELD TRUCK 93	022-322-630-360	250.00
STARKVILLE AUTO PARTS	5151-147751	10/22/2021	HYDRAULICHOSE	022-322-630-400	148.44
GATEWAY TIRE & SERVICE CENTER	1018-151873	10/22/2021	TIRES TRUCK 41	022-322-630-360	819.14
EAST MISSISSIPPI LUMBER CO.	A94732	10/26/2021	MAILBOX, MAILBOX NUMBERS, SPRAY PAINT, MOUNT	022-322-555-250	80.94
FUELMAN / FLEETCOR	NP60950820	10/25/2021	10/18-10/24/2021	022-322-525-231	3,284.30
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0921	10/26/2021	9/1-9/30/21	022-322-600-333	5,444.35
STARKVILLE UTILITIES	INV0033974	10/25/2021	OCTOBER 2021	022-322-625-380	1,692.73
			Department 322 - SANITATION DEPARTMENT Total:		**81,573.01**
			Fund 022 - ENVIRONMENTAL SERVICES Total:		**81,573.01**
Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESMENTS					
TYLER TECHNOLOGIES	025-354199	10/19/2021	EPSON THERMAL RECEIPT PAPER	107-112-600-303	359.62
TYLER TECHNOLOGIES	025-354754	10/19/2021	MONTHLY FEE TO SUPPORT AND HOST WEB SITE	107-112-600-303	175.00
			Department 112 - COMPUTER ASSESMENTS Total:		**534.62**
			Fund 107 - COMPUTER ASSESSMENTS Total:		**534.62**
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
OKT COUNTY SUPERVISORS	126970	10/26/2021	CULTURAL RESOURCES SURVEY THROUGH 10/20/21	303-600-600-309	977.50
			Department 600 - CAPITAL PROJECTS Total:		**977.50**
			Fund 303 - INDUSTRIAL PARK BOND Total:		**977.50**
Fund: 310 - LINKAGE TAP PROJECT					
Department: 000 - UNDESIGNATED					
BYRUM CONSTRUCTION	EST 6	10/21/2021	LINKAGE TAP STP-0420-00(024) /108010701	310-000-051-311	12,787.63
BYRUM CONSTRUCTION	EST 6	10/21/2021	LINKAGE TAP STP-0420-00(024) /108010701	310-000-051-702	153,451.54
BYRUM CONSTRUCTION	EST 6	10/21/2021	LINKAGE TAP STP-0420-00(024) /108010701	310-000-053-312	12,787.63
			Department 000 - UNDESIGNATED Total:		**179,026.80**
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
BYRUM CONSTRUCTION	EST 6	10/21/2021	LINKAGE TAP STP-0420-00(024) /108010701	310-653-903-852	12,787.63
			Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:		**12,787.63**
			Fund 310 - LINKAGE TAP PROJECT Total:		**191,814.43**
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
TRUSTMARK NATIONAL BANK	8908	10/19/2021	GO BOND SERIES 2018	375-551-830-826	109,050.00
			Department 551 - PARK & REC TOURISM Total:		**109,050.00**
			Fund 375 - PARK AND REC TOURISM Total:		**109,050.00**
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
KIMLEY HORN	EST 16	10/21/2021	EST 16 FBLD-7113-00(004)	377-318-680-300	36,103.54
			Department 318 - MS182/MLK Total:		**36,103.54**
			Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:		**36,103.54**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
DALHOFF THOMAS DESIGN STUDIO	0009945	10/27/2021	PROFESSIONAL SERVICES THROUGH 7/31/21	380-551-600-945	2,038.00
SPORTS FACILITIES COMPANIES, INC.	8968	10/22/2021	REIMBURSABLE MILEAGE	380-551-600-945	131.04
T&M STEEL ERECTORS, INC.	10/12/21	10/25/2021	PHASE 2 PAY APP 1	380-551-600-945	39,675.63
SPORTS CONTRACTORS UNLIMITED	2102-09	10/22/2021	CORNERSTONE PARK	380-551-600-945	109,002.95
SPORTS FACILITIES COMPANIES, INC.	8992	10/26/2021	WEBSITE DESIGN & DEVELOPMENT PROJECT CORNERSTONE	380-551-600-945	4,100.00
T&M STEEL ERECTORS, INC.	004	10/22/2021	CORNERSTONE PARK PHASE 3	380-551-600-945	84,992.84
SOUTHERN ELECTRIC CORP OF MS	007	10/22/2021	CORNERSTONE PARK	380-551-600-945	18,603.38
T&M STEEL ERECTORS, INC.	007	10/22/2021	CORNERSTONE PARK PHASE 2	380-551-600-945	244,362.98
SPORTS CONTRACTORS UNLIMITED	10/21/21	10/22/2021	SPORTSPLEX	380-551-907-942	234,608.44
GREGORY CONSTRUCTION	2	10/27/2021	SPORTSPLEX CONTRACT B	380-551-907-951	115,605.50
				Department 551 - PARK & REC TOURISM Total:	**853,120.76**
				Fund 380 - PARK BONDS 2020 Total:	**853,120.76**
				Grand Total:	**1,822,623.05**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	374,608.94	0.00
002 - RESTRICTED POLICE FUND	112.66	0.00
003 - RESTRICTED FIRE FUND	99,428.18	0.00
015 - AIRPORT FUND	59,141.50	0.00
016 - RESTRICTED AIRPORT	16,157.91	0.00
022 - ENVIRONMENTAL SERVICES	81,573.01	0.00
107 - COMPUTER ASSESSMENTS	534.62	0.00
303 - INDUSTRIAL PARK BOND	977.50	0.00
310 - LINKAGE TAP PROJECT	191,814.43	0.00
375 - PARK AND REC TOURISM	109,050.00	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	36,103.54	0.00
380 - PARK BONDS 2020	853,120.76	0.00
Grand Total:	**1,822,623.05**	**0.00**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE EL...	251.45	0.00
001-000-149-691	MUNICIPAL COURT BOND...	800.00	0.00
001-000-160-697	DONATION FIRE	228.80	0.00
001-000-334-126	POLICE FORFEITED FUNDS...	427.80	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	48.01	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	840.65	0.00
001-110-918-805	EQUIP & SOFTWARE	243.00	0.00
001-120-503-202	COMMITTEE SUPPORT	63.80	0.00
001-120-604-330	COMMUNICATIONS	119.14	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	19.95	0.00
001-123-604-330	COMMUNICATIONS	103.53	0.00
001-142-600-338	CONTRACT SERVICES	60,000.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP...	553.51	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	860.33	0.00
001-159-620-371	BONDING-CITY EMPLOYE...	350.00	0.00
001-169-615-342	LEGAL ADVERTISING & N...	83.44	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	128.53	0.00
001-180-610-340	ADVERTISING	251.45	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	3,850.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	169.55	0.00
001-190-690-557	PROFESSIONAL MEMBER...	99.00	0.00
001-192-510-220	SUPPLIES	76.55	0.00
001-192-600-338	CONTRACT SERVICES	2,159.00	0.00
001-192-625-380	UTILITIES	283.34	0.00
001-192-630-403	REPAIRS TO BUILDING & ...	1,112.04	0.00
001-197-525-231	GAS & OIL	50.64	0.00
001-197-604-330	COMMUNICATIONS	118.42	0.00
001-197-690-553	TRAINING/EDUCATION RE...	80.61	0.00
001-201-501-200	OFFICE SUPPLIES	274.93	0.00
001-201-525-231	GAS & OIL	6,464.00	0.00
001-201-535-233	UNIFORMS	3,204.57	0.00
001-201-555-208	JANITORIAL SUPPLIES	398.68	0.00
001-201-556-251	POLICE SUPPLIES	39.37	0.00
001-201-600-300	PROFESSIONAL SERVICES	4,956.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	624.18	0.00
001-201-620-370	INSURANCE	130.00	0.00
001-201-625-380	UTILITIES	91.39	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	5,623.88	0.00
001-201-630-426	BUILDING MAINTENANCE	335.94	0.00
001-201-635-369	COPIER RENTAL	1,044.94	0.00
001-246-525-231	GAS AND OIL	100.27	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-261-525-231	GAS & OIL	1,933.26	0.00
001-261-535-233	UNIFORMS	1,291.32	0.00
001-261-555-208	JANITORIAL & PAPER SUP...	615.30	0.00
001-261-558-269	BUILDING MAINTENANCE	100.00	0.00
001-261-600-390	FIRE TRAINING	2,243.50	0.00
001-261-604-330	PHONES/CABLE/INTERNE...	465.00	0.00
001-261-625-380	UTILITIES	1,689.46	0.00
001-281-501-200	OFFICE SUPPLIES	175.96	0.00
001-281-525-231	GAS & OIL	45.68	0.00
001-281-555-250	SMALL TOOLS/EQUIPMEN...	111.90	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	92.29	0.00
001-281-820-874	VEHICLE PAYMENTS	451.37	0.00
001-290-625-380	UTILITIES / CODE RED	123.14	0.00
001-301-525-231	GAS & OIL	2,096.20	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	1,609.38	0.00
001-301-560-270	CONSTRUCTION MATERIA...	1,760.53	0.00
001-301-565-272	STREETS SIGNS & PAINT	168.90	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	6,408.34	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	563.94	0.00
001-301-630-400	EQUIPMENT REPAIR & MA..	443.91	0.00
001-301-691-550	MISCELLANEOUS	93.54	0.00
001-301-820-874	EXCAVATOR / TRUCKS	8,254.34	0.00
001-301-918-805	MACHINERY AND EQUIP...	2,069.68	0.00
001-360-525-231	GAS & OIL	55.92	0.00
001-550-501-110	FIELD / PARKING LOT SUP...	4,802.44	0.00
001-550-501-208	JANITORIAL SUPPLIES	730.66	0.00
001-550-501-415	SPORTS PROGRAMS	1,123.47	0.00
001-550-525-231	GAS & OIL	203.50	0.00
001-550-535-233	UNIFORMS	247.84	0.00
001-550-600-300	PROFESSIONAL SERVICES	5,950.73	0.00
001-550-600-320	CONTRACT LABOR, UMPI...	1,945.00	0.00
001-550-600-330	PHONES/COPIERS/POSTA...	478.11	0.00
001-550-600-340	UTILITIES	7,593.51	0.00
001-550-600-355	SPECIAL EVENT EXPENSES	2,053.14	0.00
001-550-600-370	EQUIPMENT REPAIR MAI...	4,355.92	0.00
001-550-610-350	TRAVEL/TRAINING	281.20	0.00
001-550-630-402	AQUATICS MAINT& REPAI...	2,967.18	0.00
001-600-912-806	ERBR 53-420(01) OLD WE...	193,739.31	0.00
001-600-948-860	BUILD GRANT MATCH (2...	9,025.88	0.00
001-800-830-840	CITY HALL PROJECT INTER...	9,587.50	0.00
002-251-501-200	SUPPLIES	112.66	0.00
003-560-820-874	CAPITAL ONE - 2 PUMPER...	99,428.18	0.00
015-505-501-198	BUILDING REPAIRS & MAI...	17.08	0.00
015-505-525-232	100LL AV GAS PURCHASED	33,243.66	0.00
015-505-525-233	JET A FUEL PURCHASES	21,038.68	0.00
015-505-541-237	OPERATING SUPPLIES	50.90	0.00
015-505-570-273	VEHICLE REPAIR PARTS & ...	154.86	0.00
015-505-600-338	CONTRACT & LEGAL SERV...	149.11	0.00
015-505-625-380	UTILITIES	1,460.47	0.00
015-505-630-400	EQUIPMENT REPAIR & MA..	453.65	0.00
015-505-691-550	MISCELLANEOUS	120.00	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT...	2,453.09	0.00
016-515-720-825	CAP IMPROVEMENT-2020...	11,571.00	0.00
016-515-730-835	PROFESSIONAL SERVICES-...	4,586.91	0.00
022-322-525-231	GAS & OIL - RESIDENTIAL	7,074.99	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS ..	305.44	0.00
022-322-600-333	ADMINISTRATIVE SERVICES	5,444.35	0.00
022-322-600-431	CONTRACT RECYCLING CO...	1,400.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-625-380	UTILITIES	1,692.73	0.00
022-322-630-360	VEHICLE REPAIRS & MAIN...	18,355.84	0.00
022-322-630-400	EQUIPMENT REPAIR & MA..	545.11	0.00
022-322-820-872	SWEEPER 2017	3,743.59	0.00
022-322-820-874	2 FRONT LOADERS	43,010.96	0.00
107-112-600-303	DATA PROCESSING	534.62	0.00
303-600-600-309	LEGAL AND PROF SVCS EX...	977.50	0.00
310-000-051-311	DUE FROM OKTIBBEHA C...	12,787.63	0.00
310-000-051-702	DUE FROM FEDERAL GRA...	153,451.54	0.00
310-000-053-312	DUE FROM MSU	12,787.63	0.00
310-653-903-852	GRANT REIMBURSED EXP...	12,787.63	0.00
375-551-830-826	INTEREST - SPORTSPLEX (...	109,050.00	0.00
377-318-680-300	PROFESSIONAL SERVICES	36,103.54	0.00
380-551-600-945	CORNERSTONE PROFESSI...	502,906.82	0.00
380-551-907-942	EXISTING PARK IMPROVE...	234,608.44	0.00
380-551-907-951	SPORTSPLEX PARKING LOT..	115,605.50	0.00
	Grand Total:	**1,822,623.05**	**0.00**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		1,822,623.05	0.00
	Grand Total:	**1,822,623.05**	**0.00**

Starkville UTILITIES

200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David Wise

David M. Wise, CPA
Manager of Accounting & Finance
Starkville Utilities

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	110		ARKANSAS ELECTRIC								
03011031	10/22/21	9967	Materials		11/03/21	660.00	.00	ACH			
03011032	10/22/21	10008	Materials		11/03/21	6479.52	.00	ACH			
				VENDOR TOTAL:		7139.52					
VENDOR:	131		ALTEC INDUSTRIES, INC.								
11752642	10/25/21	9792	Pole Climbing Gear		11/03/21	743.96	.00	ACH			
				VENDOR TOTAL:		743.96					
VENDOR:	139		ACC BUSINESS								
212867783-10/21	10/25/21	0	Internet services		11/03/21	1364.92	.00	ACH			
				VENDOR TOTAL:		1364.92					
VENDOR:	318		CLAYTON VILLAGE MINI STG								
10/21/21	10/26/21	0	Storage unit rental		11/03/21	115.00	.00	ACH			
				VENDOR TOTAL:		115.00					
VENDOR:	352		COLUMBUS FIRE SERVICE								
17689071331	10/22/21	9773	Safety inspection		11/03/21	147.00	.00	ACH			
4813070121	10/22/21	9773	Safety inspection		11/03/21	1166.50	.00	ACH			
				VENDOR TOTAL:		1313.50					
VENDOR:	616		FUELMAN								
NP60923101	10/25/21	0	Fuel		11/03/21	2235.79	.00	CHK			
NP60950820	10/25/21	0	Fuel		11/03/21	2295.97	.00	CHK			
				VENDOR TOTAL:		4531.76					
VENDOR:	691		GATEWAY TIRE&SERVICE CENTER								
1018-151384	10/13/21	9996	Repair		11/03/21	283.15	.00	CHK			
1018151469	10/13/21	9985	Repair		11/03/21	179.43	.00	CHK			
				VENDOR TOTAL:		462.58					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	697		GARNER COMPUTER SERVICE								
1046499	10/20/21	9727	Fiber Repair		11/03/21	4585.00	.00	ACH			
				VENDOR TOTAL:		4585.00					
VENDOR:	721		GOLDEN TRIANGLE SOLID WASTE								
093021 STMT	10/13/21	9997	Rubbish		11/03/21	663.66	.00	ACH			
				VENDOR TOTAL:		663.66					
VENDOR:	730		GRESCO UTILITY SUPPLY, INC.								
50020550-01	10/22/21	9686	Transformers		11/03/21	18764.00	.00	ACH			
50021212-00	10/20/21	9830	Materials		11/03/21	16580.00	.00	ACH			
50021212-01	10/20/21	9830	Materials		11/03/21	12435.00	.00	ACH			
50021212-02	10/20/21	9830	Materials		11/03/21	2487.00	.00	ACH			
50021212-03	10/20/21	9830	Materials		11/03/21	3316.00	.00	ACH			
				VENDOR TOTAL:		53582.00					
VENDOR:	809		HOWARD INDUSTRIES, INC.								
248386-968208	10/20/21	9759	Materials		11/03/21	7347.50	.00	ACH			
				VENDOR TOTAL:		7347.50					
VENDOR:	812		HELENA CHEMICAL COMPANY								
62090062	10/20/21	9999	Spraying Weeds		11/03/21	2287.00	.00	CHK			
				VENDOR TOTAL:		2287.00					
VENDOR:	907		INDOFF, INC.								
3512468	10/20/21	9984	Supplies		11/03/21	96.67	.00	ACH			
3513210	10/20/21	9940	Supplies		11/03/21	294.00	.00	ACH			
				VENDOR TOTAL:		390.67					
VENDOR:	1010		JT RAY COMPANY								
211015-526, 527	10/25/21	0	Copier service		11/03/21	133.91	.00	ACH			
				VENDOR TOTAL:		133.91					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1011		JACOB FORRESTER								
10/13/21	10/25/21	0	Engineering Society Dues		11/03/21	275.00	.00	ACH			
				VENDOR TOTAL:		275.00					
VENDOR:	1215		LIVE WIRE ELECTRIC								
072721	10/20/21	10012	Repairs		11/03/21	401.25	.00	CHK			
				VENDOR TOTAL:		401.25					
VENDOR:	1217		LIGHTS AND BALLASTS LLC								
406247	10/25/21	0	Maintenance		11/03/21	630.00	.00	ACH			
				VENDOR TOTAL:		630.00					
VENDOR:	1317		MEYER UTILITY STRUCTURES-LLC								
132618	10/20/21	9858	Materials		11/03/21	17480.00	.00	CHK			
				VENDOR TOTAL:		17480.00					
VENDOR:	1335		VERIZON CONNECT NWF, INC								
OSV000002564427	10/25/21	0	Vehicle GPS Services-CITY206		11/03/21	809.50	.00	CHK			
				VENDOR TOTAL:		809.50					
VENDOR:	1400		NESCO								
S1857433.001	10/01/21	0	Credit On Account 05/24/13		10/22/21	54.24-	.00	ACH			
S1914265.001	10/01/21	0	Credit on Account 03/31/14		10/22/21	19.68-	.00	ACH			
S2142925.001	10/01/21	0	Credit on Account 12/13/16		10/22/21	93.53-	.00	ACH			
S2480293.001	10/13/21	9923	Materials		11/03/21	734.58	.00	ACH			
S2484360	10/13/21	9972	Materials		11/03/21	128.35	.00	ACH			
S2485682.001	10/20/21	9977	Materials		11/03/21	112.95	.00	ACH			
S2485851.001	10/20/21	9977	Materials		11/03/21	77.69	.00	ACH			
S2485937.001	10/20/21	9977	Materials		11/03/21	23.96	.00	ACH			
S2486084.001	10/20/21	9977	Materials		11/03/21	352.08	.00	ACH			
S2486237.001	10/20/21	9977	Materials		11/03/21	167.35	.00	ACH			
S2488208.001	10/22/21	10015	Materials		11/03/21	121.43	.00	ACH			
				VENDOR TOTAL:		1550.94					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1406		NORTHEAST EXTERMINATING								
42668	10/20/21	10017	Extermation		11/03/21	45.00	.00	ACH			
				VENDOR TOTAL:		45.00					
VENDOR:	1525		OKTIBBEHA CO. CO-OP								
724767	10/22/21	10013	Sand		11/03/21	60.00	.00	ACH			
724905	10/22/21	10013	Sand		11/03/21	120.00	.00	ACH			
				VENDOR TOTAL:		180.00					
VENDOR:	1536		PALMER'S SERVICE CENTER LLC								
10252021	10/25/21	10026	Maintenance		11/03/21	2523.37	.00	ACH			
				VENDOR TOTAL:		2523.37					
VENDOR:	1623		POWERSTROKE EQUIPMENT INC								
6145	10/18/21	10001	Maintenance		11/03/21	124.99	.00	ACH			
				VENDOR TOTAL:		124.99					
VENDOR:	1662		PROGRAPHICS								
79475	10/22/21	9976	Remove Logo		11/03/21	75.00	.00	CHK			
79552	10/25/21	0	Supplies		11/03/21	392.00	.00	CHK			
				VENDOR TOTAL:		467.00					
VENDOR:	1818		UNITED RENTALS, INC.								
198919310-001	10/13/21	9980	Equipment Rental		11/03/21	133.00	.00	ACH			
				VENDOR TOTAL:		133.00					
VENDOR:	1887		S & S LINE SERVICE INC								
2337-2340	10/25/21	0	ROW Clearing		11/03/21	7845.90	.00	ACH			
2345-2346	10/25/21	0	ROW Clearing		11/03/21	6657.20	.00	ACH			
2347-2348	10/25/21	0	ROW Clearing		11/03/21	6657.20	.00	ACH			
				VENDOR TOTAL:		21160.30					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1893		SCHWEITZER ENGINEERING LAB								
INV000628784	10/21/21	9739	Substation Panels		11/03/21	164890.00	.00	ACH			
				VENDOR TOTAL:		164890.00					
VENDOR:	1910		STARKVILLE ELEC-UTILITY BILL								
OCT 2021	10/25/21	0	Utility bills		11/03/21	752.85	.00	DFT			
				VENDOR TOTAL:		752.85					
VENDOR:	1925		SCOTT PETROLEUM CORP.								
1416098	10/20/21	9990	Fuel		11/03/21	42.00	.00	ACH			
				VENDOR TOTAL:		42.00					
VENDOR:	1940		STUART C. IRBY								
S009577833.003	10/19/21	0	Return Credit 3/24/17		11/03/21	3500.00-	.00	ACH			
S012634302.001	10/13/21	9947	Materials		11/03/21	411.00	.00	ACH			
S012634302.002	10/20/21	9947	Fiber Optics		11/03/21	11512.00	.00	ACH			
				VENDOR TOTAL:		8423.00					
VENDOR:	2019		TC MARKETING LLC								
1953	10/20/21	9850	Uniform		11/03/21	863.62	.00	CHK			
				VENDOR TOTAL:		863.62					
VENDOR:	2020		IT'S JUST ICE, INC.								
21470	10/22/21	10023	Maintenance		11/03/21	115.00	.00	CHK			
				VENDOR TOTAL:		115.00					
VENDOR:	2040		TVPPA EDUCATION & TRAIN.								
80,65,76,79,13	10/26/21	0	Lineman-Employee training		11/03/21	4678.50	.00	ACH			
INV0038968	10/25/21	0	Safety training		11/03/21	500.00	.00	ACH			
				VENDOR TOTAL:		5178.50					
VENDOR:	2104		UPS								
12031F411	10/25/21	0	Postage		11/03/21	2.68	.00	CHK			
				VENDOR TOTAL:		2.68					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2122		UPCHURCH SERVICES LLC								
191665	10/25/21	0	HVAC Repairs		11/03/21	521.25	.00	ACH			
				VENDOR TOTAL:		521.25					
VENDOR:	2322		WATKINS, WARD & STAFFORD								
18121-2020	10/26/21	0	FY 2020 Audit-Pmt2		11/03/21	1200.00	.00	CHK			
				VENDOR TOTAL:		1200.00					
VENDOR:	2327		WAUKAWAY DISTRIBUTORS, INC.								
69	10/21/21	10021	Water		11/03/21	24.60	.00	ACH			
69594	10/25/21	0	Water		11/03/21	24.60	.00	ACH			
908,750,0921-262	10/26/21	0	Water		11/03/21	141.80	.00	ACH			
				VENDOR TOTAL:		191.00					
VENDOR:	9909824		SHASTA PLUNKETT								
10/14/21	10/25/21	0	Reimb Safety Glasses		11/03/21	246.00	.00	ACH			
				VENDOR TOTAL:		246.00					
VENDOR:	99009971		SERVICEMASTER RESTORATION								
210557	10/25/21	0	Janitorial cleaning		11/03/21	438.00	.00	ACH			
				VENDOR TOTAL:		438.00					
VENDOR:	99009973		BRADY HAYNES								
10/4/21-MEALS	10/25/21	0	Travel reimbursement		11/03/21	116.22	.00	ACH			
				VENDOR TOTAL:		116.22					
				GRAND TOTAL:		313421.45					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	57		ALLIED UNIVERSAL CORPORATION								
I2738012	10/22/21	6374	Chlorine Gas		11/03/21	1682.78	.00	ACH			
I2738016	10/25/21	6374	Chlorine		11/03/21	1448.78	.00	ACH			
I2738020	10/22/21	6374	Chlorine Gas		11/03/21	512.78	.00	ACH			
I2738031	10/22/21	6391	Chlorine Gas		11/03/21	3144.78	.00	ACH			
				VENDOR TOTAL:		6789.12					
VENDOR:	76		APAC MISSISSIPPI, INC.								
4000112321	10/21/21	6390	Asphalt		11/03/21	3509.07	.00	ACH			
				VENDOR TOTAL:		3509.07					
VENDOR:	124		ATMOS ENERGY								
3020752702-10/21	10/25/21	0	Utility bill		11/03/21	43.72	.00	ACH			
3020752962-10/21	10/25/21	0	Utility bill		11/03/21	55.21	.00	ACH			
				VENDOR TOTAL:		98.93					
VENDOR:	152		BUGS-B-GONE								
394062	10/21/21	5143	Fire Ant Control		11/03/21	250.00	.00	ACH			
				VENDOR TOTAL:		250.00					
VENDOR:	188		BOX CONSTRUCTION LLC								
39-42	10/26/21	0	Water & Sewer Repairs		11/03/21	8312.50	.00	ACH			
				VENDOR TOTAL:		8312.50					
VENDOR:	194		AUTOZONE								
042619961	10/20/21	6415	Maintenance		11/03/21	109.26	.00	ACH			
				VENDOR TOTAL:		109.26					
VENDOR:	202		BELL BUILDING SUPPLY								
31448	10/18/21	6409	Materials		11/03/21	17.44	.00	ACH			
				VENDOR TOTAL:		17.44					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	220	CENTRAL PIPE SUPPLY									
S100273907.001	10/21/21	6407	Materials		11/03/21	709.22	.00	ACH			
				VENDOR TOTAL:		709.22					
VENDOR:	304	CIRCLE B CUTTERS LLC									
10337,38,40	10/25/21	0	Repairs		11/03/21	1660.00	.00	ACH			
				VENDOR TOTAL:		1660.00					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY									
3114379-000-000	10/15/21	6403	Tools		11/03/21	1599.00	.00	CHK			
3114542-000-000	10/15/21	6389	Materials		11/03/21	720.00	.00	CHK			
3114572-000-000	10/15/21	6393	Materails		11/03/21	172.00	.00	CHK			
3114572-001-000	10/15/21	6393	Materials		11/03/21	43.00	.00	CHK			
3114646-000-000	10/21/21	6401	Materials		11/03/21	3980.00	.00	CHK			
3114646-001-000	10/21/21	6401	Materials		11/03/21	338.00	.00	CHK			
3114703-000-000	10/21/21	6411	Materials		11/03/21	4565.00	.00	CHK			
				VENDOR TOTAL:		11417.00					
VENDOR:	400	IVY AUTO PARTS									
673884	10/21/21	6429	Fuel		11/03/21	59.94	.00	ACH			
				VENDOR TOTAL:		59.94					
VENDOR:	450	ENVIRO-LABS, INC.									
5189	10/21/21	5142	Testing		11/03/21	185.00	.00	ACH			
5205	10/21/21	5142	Testing		11/03/21	254.00	.00	ACH			
5230	10/21/21	5142	Testing		11/03/21	185.00	.00	ACH			
5243	10/21/21	5142	Testing		11/03/21	185.00	.00	ACH			
5259	10/21/21	5142	Testing		11/03/21	185.00	.00	ACH			
				VENDOR TOTAL:		994.00					
VENDOR:	494	ELECTRIC MOTOR									
628287	10/14/21	8570	Repair Clarifier Pump #3		11/03/21	24748.85	.00	ACH			
				VENDOR TOTAL:		24748.85					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	496	EAST MISS LUMBER									
E91724	10/18/21	6410	Materials		11/03/21	64.14	.00	CHK			
				VENDOR TOTAL:		64.14					
VENDOR:	605	FERGUSON ENTERPRISES LLC									
0715540	10/22/21	5049	Materials		11/03/21	3530.00	.00	CHK			
1403187-1	10/22/21	6289	Materials		11/03/21	203.60	.00	CHK			
1406862	10/15/21	6339	Meter Boxes		11/03/21	1584.00	.00	CHK			
1407203	10/18/21	6377	Materials		11/03/21	420.00	.00	CHK			
1407203-1	10/20/21	6377	Materials		11/03/21	40.00	.00	CHK			
1407558	10/21/21	6386	Materials		11/03/21	221.29	.00	CHK			
1408085	10/21/21	6386	Materials		11/03/21	442.50	.00	CHK			
				VENDOR TOTAL:		6441.39					
VENDOR:	606	4-COUNTY EPA									
SEPT 2021	10/25/21	0	Utilities expense		11/03/21	16635.19	.00	CHK			
				VENDOR TOTAL:		16635.19					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
10ARRC000040409	10/19/21	0	Credit on Account 2/21/2020		11/03/21	753.67-	.00	CHK			
10ARRCT000041602	10/19/21	0	Credit on Account 2/28/2020		11/03/21	660.53-	.00	CHK			
				VENDOR TOTAL:		1414.20-					
VENDOR:	765	HYDRA SERVICE, INC.									
152607	10/13/21	5130	Pump Rental		11/03/21	5358.00	.00	ACH			
152608	10/13/21	5131	Maintenance		11/03/21	316.00	.00	ACH			
152650	10/13/21	5132	Maintenance		11/03/21	506.00	.00	ACH			
				VENDOR TOTAL:		6180.00					
VENDOR:	825	H & H CONSTRUCTION & EXC LLC									
1214, 1215	10/26/21	0	Water & Sewer repairs		11/03/21	2700.00	.00	ACH			
1216, 1217	10/25/21	0	Water & Sewer repairs		11/03/21	19680.00	.00	ACH			
				VENDOR TOTAL:		22380.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1010	JT RAY CO									
211015-0531	10/25/21	0	Copier service		11/03/21	69.54	.00	ACH			
				VENDOR TOTAL:		69.54					
VENDOR:	1205	LOWE'S									
06607	10/13/21	5133	Tools		11/03/21	53.68	.00	CHK			
06620	10/13/21	5134	Tools		11/03/21	59.78	.00	CHK			
07438	10/22/21	6435	Supplies		11/03/21	36.63	.00	CHK			
09695	10/21/21	5144	Supplies		11/03/21	67.42	.00	CHK			
				VENDOR TOTAL:		217.51					
VENDOR:	1390	JACKSON NEWELL PAPER CO									
3138611	10/22/21	6400	Supplies		11/03/21	239.53	.00	ACH			
70920	10/19/21	0	Credit on Account 07/08/2020		11/03/21	282.52-	.00	ACH			
				VENDOR TOTAL:		42.99-					
VENDOR:	1395	NATIONAL WATER SERVICES LLC									
11329	10/25/21	5148	Booster Pump Repair		11/03/21	15184.62	.00	CHK			
11444	10/25/21	5149	Test Booster Stations		11/03/21	2400.00	.00	CHK			
11445	10/25/21	5150	Valve Repair		11/03/21	750.00	.00	CHK			
11446	10/25/21	5151	Valve Maintenance		11/03/21	500.00	.00	CHK			
11447	10/25/21	5152	Motor Repair		11/03/21	12598.92	.00	CHK			
				VENDOR TOTAL:		31433.54					
VENDOR:	1400	NESCO									
S2473279	10/18/21	6222	Materials		11/03/21	885.37	.00	ACH			
				VENDOR TOTAL:		885.37					
VENDOR:	1525	OKTIBBEHA COUNTY COOP									
722643	10/15/21	6396	Uniforms		11/03/21	88.48	.00	ACH			
722765	10/15/21	6397	Top Soil		11/03/21	37.00	.00	ACH			
724083	10/18/21	6416	Supplies		11/03/21	34.99	.00	ACH			
				VENDOR TOTAL:		160.47					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1800		RACKLEY OIL, INC.								
000560556	10/18/21	6363	Maintenance		11/03/21	934.45	.00	ACH			
				VENDOR TOTAL:		934.45					
VENDOR:	1818		UNITED RENTALS INC								
199485141	10/22/21	6427	Pump Rental		11/03/21	238.00	.00	ACH			
				VENDOR TOTAL:		238.00					
VENDOR:	1905		STARKVILLE AUTO PARTS								
5151-146372	10/15/21	6404	Maintenance		11/03/21	42.95	.00	CHK			
5151-147472	10/20/21	6398	Repairs		11/03/21	170.87	.00	CHK			
5151-147620	10/20/21	6418	Maintenance		11/03/21	62.44	.00	CHK			
5151-147634	10/20/21	6418	Maintenance		11/03/21	69.41	.00	CHK			
5151-147651	10/20/21	6422	Maintenance		11/03/21	265.98	.00	CHK			
5151-147689	10/21/21	6426	Maintenance		11/03/21	113.84	.00	CHK			
				VENDOR TOTAL:		725.49					
VENDOR:	1909		STARKVILLE ELEC - UTILITIES								
OCT 2021	10/25/21	0	Utility bills		11/03/21	63606.15	.00	DFT			
				VENDOR TOTAL:		63606.15					
VENDOR:	1910		STARKVILLE ELECTRIC DEPT								
14610-0921	10/25/21	0	Due to Elec Dept-146.10		11/03/21	67327.28	.00	ACH			
				VENDOR TOTAL:		67327.28					
VENDOR:	1937		SOUTHERN PIPE & SUPPLY								
5631253-00	10/25/21	6392	Materials		11/03/21	687.20	.00	ACH			
5843536-00	10/13/21	6331	Tools		11/03/21	1108.83	.00	ACH			
				VENDOR TOTAL:		1796.03					
VENDOR:	1947		SUNCOAST INFRASTRUCTURE, INC								
PHASE1 - RFC#5	10/25/21	0	Green Oaks Sewer-Phase 1		11/03/21	174097.05	.00	ACH			
PHASE2 - RFC#7	10/25/21	0	Green Oaks Sewer-Phase 2		11/03/21	43670.60	.00	ACH			
				VENDOR TOTAL:		217767.65					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2024	THOMPSON MACHINERY									
CAUP0007131	10/19/21	0	Credit on account 11/09/20		11/03/21	304.50-	.00	CHK			
PC110304572	10/15/21	6394	Maintenance		11/03/21	1025.20	.00	CHK			
PC110304640	10/15/21	6394	Maintenance		11/03/21	94.23	.00	CHK			
PC110304641	10/15/21	6394	Maintenance		11/03/21	44.54	.00	CHK			
PC110304675	10/15/21	6394	Maintenance		11/03/21	607.84	.00	CHK			
PC110304676	10/15/21	6394	Maintenance		11/03/21	35.17	.00	CHK			
PC110304782	10/18/21	6394	Maintenance		11/03/21	6.00	.00	CHK			
PC110304783	10/18/21	6394	Maintenance		11/03/21	3.29	.00	CHK			
PC110304784	10/18/21	6394	Maintenance		11/03/21	4.56	.00	CHK			
PC110304840	10/21/21	6394	Repairs		11/03/21	202.50	.00	CHK			
PC110304841	10/21/21	6394	Repairs		11/03/21	17.40	.00	CHK			
PC110304884	10/21/21	6394	Repairs		11/03/21	25.89	.00	CHK			
PC110304952	10/22/21	6394	Maintenance		11/03/21	201.50	.00	CHK			
PR110025941	10/19/21	0	Return		11/03/21	77.26-	.00	CHK			
PR110025942	10/19/21	0	Return		11/03/21	256.41-	.00	CHK			
				VENDOR TOTAL:		1629.95					
VENDOR:	2104	UPS									
24W1X6401, 411	10/25/21	0	Postage		11/03/21	76.17	.00	CHK			
24W1X6421	10/26/21	0	Postage		11/03/21	29.48	.00	CHK			
				VENDOR TOTAL:		105.65					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1062304	10/15/21	6405	Testing		11/03/21	252.00	.00	ACH			
1062504	10/22/21	6405	Testing		11/03/21	252.00	.00	ACH			
				VENDOR TOTAL:		504.00					
VENDOR:	2304	WADE, INC									
P94921	10/18/21	6413	Maintenance		11/03/21	70.41	.00	CHK			
				VENDOR TOTAL:		70.41					
VENDOR:	2307	WISSCO									
6345	10/21/21	6345	Service Call		11/03/21	600.00	.00	CHK			
				VENDOR TOTAL:		600.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
5145	10/21/21	5145	Water		11/03/21	24.60	.00	ACH			
				VENDOR TOTAL:		24.60					
				GRAND TOTAL:		497014.95					

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 11/02/21
PAGE: 1

SUBJECT: Request permission to allow Hester Concrete INC of MS to complete the demolition and replacement of 120 square feet of damaged concrete at Fire Station 2 on Airport Rd, at a cost of $9,630.00.

AMOUNT & SOURCE OF FUNDING: Shop Repairs

FISCAL NOTE:. Two quotes were received: Hester Concrete - $9,630.00
Friendly Craftsman - $15,600.00

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to allow Hester Concrete INC of MS to complete the demolition and replacement of 120 square feet of damaged concrete at Fire Station 2 on Airport Rd, at a cost of $9,630.00.

HESTER CONCRETE INC. OF MS

908 POPLAR ROAD
STARKVILLE MS 39759
662-320-4400 OFFICE
662-312-4400 CELL

Estimate

Date	Estimate #
9/17/2021	393

Name / Address
City of Starkville City Hall 101 E Lampkin Starkville Ms 39759

Project

Description	Qty	Rate	Total
AIRPORT ROAD FIRE STATION , CONCRETE REPAIR , DEMOLITION OF APPROXIMATELY 1200 SQUARE FEET OF 6 INCH CONCRETE AND REPLACE , USING 3000 PSI CONCRETE , NUMBER 4 BARS ON 2 FOOT CENTERS , SOFF CUT CONTROL JOINTS		9,630.00	9,630.00
Sales Tax		3.50%	0.00
		Total	$9,630.00

Proposal

Your Friendly Craftsman

392 Andrew Road • Starkville, MS

1-662-694-1950

1-662-275-3529

Concrete, Dirt, Carpenter, Seeding, Mulching, and Plastering

PROPOSAL SUBMITTED TO: Auf of Fire	PHONE:	DATE: 9-3-2021
STREET:	JOB NAME: Concrete repair	
CITY, STATE, ZIP CODE Starkville MS	JOB LOCATION	

One Year

We hereby submit estimates for: Demolish only concrete

Prep + Place Concrete 7.1 – 8.1 thick

(2) ½ reform 2:1 Center bottle molds

We propose hereby to render services - completely and in accordance with above specifications, for the sum of:

Fifteen ~~Dollars~~ Thousand Six Hundred Dollars ($ 15,600.00

Payment to be made as follows: Progress Pay

Aurthorized Signature B. J Hompton

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Pórposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____ Signature _____

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 02, 2021

SUBJECT:

Request authorization to hire Denisha Paten as an Administrative Assistant in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Denisha Paten – non-exempt salary of $36,500 ($17.54 per hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Melinda Johnson who resigned.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Interim Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Interim Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Denisha Paten as an Administrative Assistant in the Sanitation & Environmental Services Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: Novemebr 02, 2021

SUBJECT:

Request authorization to hire Henri Pinkston and John Stewart as Maintenance Workers in the Street Department.

AMOUNT & SOURCE OF FUNDING:

Henri Pinkston - Non Exempt Salary of $25,105.60 ($12.07 per hour) based on 2080 hours per year.

John Stewart - Non Exempt Salary of $25,105.60 ($12.07 per hour) based on 2080 hours per year.

FISCAL NOTE:

Budgeted from line item # 001-301-440-114

AUTHORIZATION HISTORY:

These are replacement positions previously held by Adriel Hickman who resigned and Walter Logan who retired.

REQUESTING DEPARTMENT:

Street Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, Engineer

FOR MORE INFORMATION CONTACT:

Edward Kemp, Engineer
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Henri Pinkston and John Stewart as Maintenance Workers in the Street Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 02, 2021
Page: 1

SUBJECT:

Consideration of approving the updated Grievance Policy and the Personnel Manual for the City of Starkville.

AMOUNT & SOURCE OF FUNDING:

N/A

AUTHORIZATION HISTORY:

The City of Starkville (City) provides its Employees with a Personnel Manual for guidance in their duties. The Handbook was originally adopted in 1992 and has since been updated either by resolution or by minutes; with the last update being made was in November 2017, by minutes.

The updated Personnel Manual includes the following:

- Housekeeping changes to improve readability and comprehension (e.g: clerical, formatting, organization, indexing, movement of text, added clarity, and updated data.
- Writing new policies as necessary and making sure we were within current laws on a variety of subjects.

REQUESTING DEPARTMENT:

Human Resources Department

DIRECTOR'S AUTHORIZATION:

Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to approving the updated Grievance Policy and the Personnel Manual for the City of Starkville.

GRIEVANCE POLICY

REASON FOR POLICY:

To provide employees with a clear, efficient, and transparent grievance process when resolution through informal means has not resolved the concerns.

RESPONSIBLE OFFICE:

For questions about this policy, please contact the Office of Human Resources.

POLICY:

Employees may have occasional problems or issues affecting their work-related activities and it is important to resolve these as soon as possible. The City encourages employees to resolve disagreements respectfully through informal, frank, and open discussion. Human Resources is a resource available to assist with informal resolutions. However, the City also recognizes that occasionally more formal processes are needed.

The employee grievance process establishes procedures for the fair, orderly, and timely resolution of problems or complaints using a thorough review process. The Human Resources Office will maintain procedural guidelines and forms for the employee grievance process.

PROCEDURE

OVERVIEW:

This procedure establishes the process for the fair, orderly, and timely resolution of grievances raised by employees. Employees shall not be discriminated or retaliated against for exercising their rights under the grievance process.

GRIEVABLE ISSUES:

An employee may file a grievance related to the following:

- An adverse employment action, including but not limited to discipline, recommended discipline, and involuntary separation;
- City action or inaction that is negatively impacting the employee's work environment;
- Discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin or sex;
- Any allegation that he or she has been or is being adversely affected by an improper application or interpretation of a rule, regulation, policy, or procedure that is not specifically excluded below.

It is important to understand that in order to file a grievance, the employer's actions or inactions must have adversely impacted the grieving employee.

The following complaints are non-grievable issues:

- Establishment and revision of wages or salaries, position classification or general benefits affecting multiple employees;
- Work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the job content;
- The contents of established personnel policies, procedures, rules and regulations;
- Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly;

- An adjudication by the Board of Aldermen of employee discipline if the employee fails to grieve the recommendation of discipline by the employee's Department Head with the employee receiving notice of the right to grieve such action.

If an employee knows of a violation of city policy or the law, but is not being harmed by the violation, the employee should call the Office of Human Resources (HR) and report it immediately.

INFORMAL RESOLUTION:

Regular and effective communication between supervisors and employees reduces the likelihood of misunderstanding and conflict. The City expects and encourages supervisors and employees to communicate openly and regularly so that potential issues are addressed at the lowest level possible. Supervisors, in particular, are encouraged to avail themselves and work with HR for training opportunities on matters of communication, equity and inclusion, performance management, and other human resources topics to enhance their supervisory skills.

Before initiating Step 1 of the grievance process, the employee is encouraged to make at least one attempt to resolve the issue informally, if possible. Facilitation assistance for this informal resolution is available through HR. Informal processes are not appropriate, however, if the underlying allegations are related to violence, intimidation, a hostile atmosphere, or other violent actions.

FORMAL RESOLUTION - FILING A GRIEVANCE

Formal grievances may be filed on any of the issues noted above.

All grievances must be in writing and must include at least:

- The basis for the grievance, including: the policy, rule, or law provision that the grievant believes to have been violated, the circumstances that are negatively impacting the grievant, or the personnel action being grieved.
- A statement describing the nature of the grievance, the approximate date(s) of the events giving rise to the grievance, the names of identifiable persons involved, and any other information the employee believes should be considered.
- Whether a meeting with the decision-maker is requested.
- A recommendation for resolution.

Employees cannot file multiple grievances relating to the same incident or underlying facts. Unless the facts become known after the grievance is filed, all relevant facts should be included in the underlying grievance. The parties may agree to terminate a grievance after it has been initiated.

CONFIDENTIALITY:

To the extent possible, the city will protect the confidentiality of grievants, witnesses, and accused parties and, if information is disclosed, will disclose it on a need-to-know basis. However, it is important to understand that in order to investigate the matter and provide notice of the underlying allegations and an opportunity to respond, the city may often need to reveal the identity of the grievant and relevant witnesses.

TIME LIMITS:

Employees must file a grievance no later than three (3) working days from when the employee knew or reasonably should have known about the incident or problem giving rise to the grievance.

If an employee fails to observe the time limits established for any step, the grievance will be considered satisfactorily resolved and time barred.

GRIEVANCE STEPS:

Step 1: Immediate Supervisor

- An employee shall present a grievance to his or her supervisor in writing, on the form provided by the Human Resources office, and within the time limit outlined above.
- The supervisor shall meet with the employee and provide a response to the employee in writing within three (3) working days of receiving the grievance.
- If the employee or supervisor believes that the supervisor has a conflict of interest in hearing a step 1 grievance, either party may consult with HR to determine if an alternative decision maker is appropriate for step 1. HR's decision is final.

Step 2: Department Head

- If the employee is not satisfied with the supervisor's response, the employee must write in detail why he/she does not agree with the supervisor's response prior to moving to the next step.
- If the employee is not satisfied with the decision at step 1 or if the employee is allowed to proceed directly to step 2, the employee may present the written grievance and the step-1 decision maker's decision to his/her Department head, or designee, within 2 working days of the issuance of the decision at step 1.
- The Department Head shall provide a response in writing to the employee within three (3) working days.

Step 3: Discussion of Grievance with Human Resource Director

- If the employee is not satisfied with the Department Head's response, the employee must write in detail why he/she does not agree with the Department Head's response prior to moving to the next step.
- If the employee is not satisfied with the decision at step 2 or if the employee is allowed to go directly to step 3, the employee may appeal the Department Head's response by submitting the grievance form to the Human Resource Director, or his/her designated representative, within three (3) working days after the Department Head's answer was received or due.
- The Human Resources Director will provide a response in writing to the employee within three (3) working days.

Step 4: Petition Mayor and Board of Alderman to Consider Grievance

- If the employees is not satisfied with the Human Resource Director's response, the employee must write in detail why he/she does not agree with the Human Resource Director's response prior to moving to the next step.
- If the employee is not satisfied with the Human Resource Director's response or the Human Resource Director does not respond within three (3) working days, the employee may file a copy of the grievance with the City Clerk within three (3) working days after the Human Resource Director's response was received or due.
- The City Clerk shall then place the grievance on the next available agenda of the Board of Aldermen. The Board shall act on the grievance at its next regular or recess scheduled meeting if the grievance is filed, after the conclusion of all the preceding steps, at least three (3) working days prior to the meeting. For example, for the grievance to be heard by the Board of Aldermen at 5:30pm on Tuesday, it must be filed in the City Clerk's office by 5pm the preceding Thursday.

The aggrieved employee shall be notified by the City Clerk when the grievance is set before the Board of Aldermen so that the employee may appear and be heard.

Personnel Manual

Revised 11.2.21

Department of Human Resources

Congratulations! We're excited you have chosen to work for the City of Starkville!

We believe our employees are our most valuable asset. In fact, we take pride in our reputation for our ability to recruit, hire, and maintain a motivated and productive workforce while delivering excellent customer service. We hope that during your employment with the City of Starkville you will become a productive and successful member of our team. If you are a current employee, we wish to express our sincere appreciation for your valued service!

By becoming a City of Starkville employee, you are joining an important group of well-respected, dedicated, and talented employees. Our employees are invaluable to the community, and the greatest asset of our organization.

We are known for our excellence and commitment to high-quality and efficient services that are responsive to the community's diverse and ever-changing needs. We help make Starkville one of the most livable communities in the country.

We ask our employees, regardless of their responsibilities, to take the collective mission of the City of Starkville's organization to heart: "Making Starkville a safe, dynamic, and livable community."

As a City of Starkville employee, you will have the opportunity to perform quality work in your department and contribute to the success of the City as a whole. Your role in accomplishing these objectives is very important, and you were selected for your position based on the knowledge, skills, and abilities you possess for performing your job. We want to hear from you since your insights are important to us. The City of Starkville cannot have too many good ideas! You will be supported and encouraged to enhance your personal growth, while working with a dynamic variety of individuals, from within and outside of the organization.

As an employee of a municipal organization, it is important to understand our government structure and how it relates to your work. We have eight elected officials, including our Mayor and the Board of Aldermen, who are responsible for providing our citizens, business community, and others with service that is courteous, dependable, efficient, and economical.

We are pleased to provide you with this Personnel Manual, which outlines the basic policies and procedures that provide the framework for our organization. This handbook, will be a helpful reference during your career with the City. We encourage you to freely ask questions of your Supervisor, Manager, and Department Head, regarding the policies and procedures contained within this handbook.

We know that people who enjoy their work and their surroundings do a better job for themselves and the City. We're committed to making employment at the City of Starkville a satisfying and productive experience.

We're pleased to have you join our organization, and look forward to a successful and beneficial association.

The Human Resources Department, City of Starkville, MS!

Table of Contents

SECTION I – INTRODUCTION

A. PURPOSE AND OBJECTIVES…….. ….5
B. AMENDMENTS TO PERSONNEL POLICIES……5
C. COMPLIANCE……5
D. GENERAL CODE OF CONDUCT……5

SECTION II – EMPLOYMENT

A. EQUAL EMPLOYMENT OPPORTUNITY.....7
B. ANTI-HARASSMENT.....7
C. AMERICANS WITH DISABILITIES ACT AND AMENDMENTS ACT.....8
D. MINIMUM AGE.....9
E. EMPLOYEE CLASSIFICATIONS.....9
F. EMPLOYMENT ACTIONS (Policy 1).....10
G. PROBATIONARY PERIOD.....10
H. PERFORMANCE APPRAISAL/EVALUATION.....11
I. DUAL EMPLOYMENT.....12
J. ATTENDANCE.....12
K. LUNCH PERIOD.....15
L. NEPOTISM/PERSONAL RELATIONSHIPS.....15
M. PRE EMPLOYMENT DRUG TESTING.....16
N. REDUCTION-IN-FORCE / LAYOFF.....16
O. RESIGNATION.....17

SECTION III – EMPLOYEE BENEFITS

A. HEALTH INSURANCE BENEFITS.....19
B. RETIREE HEALTH BENEFITS.....20
C. LIFE INSURANCE.....20
D. TUITION ASSISTANCE PROGRAM.....21
E. EMPLOYEE ASSISTANCE PROGRAM (EAP).....22
F. WORKERS COMPENSATION.....22
G. UNEMPLOYMENT COMPENSATION.....23

SECTION IV – CLASSIFICATION PLAN

A. PURPOSE.....23
B. USE OF JOB DESCRIPTIONS.....23
C. USE OF THE CLASSIFICATION PLANS.....23
D. ADMINISTRATION OF THE CLASSIFICATION PLANS.....24

SECTION V – COMPENSATION PLAN/ PAY PRACTICES

A. PURPOSE.....24
B. MAINTENANCE OF THE COMPENSATION PLAN.....24
C. USE OF SALARY.....24
D. OVERTIME PAY AND COMPENSATORY TIME.....25
E. EMPLOYEE TIME RECORDS.....26
F. ON-CALL PAY.....26
G. EMPLOYEE PAY.....27

SECTION VI – LEAVE POLICIES

A. HOLIDAYS.....28
B. PERSONAL LEAVE.....29
C. MAJOR MEDICAL LEAVE.....30
D. LEAVE DONATION PROGRAM.....31
E. FAMILY AND MEDICAL LEAVE.....31
F. COURT LEAVE.....33
G. BEREAVEMENT LEAVE.....33
H. MILITARY LEAVE.....33
I. CITY LEAVE/PERSONAL LEAVE.....34

SECTION VII – GENERAL POLICIES

A. DRESS CODE……35
B. POLITICAL ACTIVITY……36
C. PHONE CALLS……36
D. GARNISHMENTS……37
E. PERSONAL FINANCIAL……37
F. CITY VEHICLES……38
G. VOICE RECORDERS……39
H. SOLICITATION……39
I. TOBACCO POLICY……39
J. PERSONNEL/HUMAN RESOURCES RECORDS……40
K. BULLETIN BOARDS……40
L. NEWS RELEASE……41
M. TECHNOLOGY USE AND EXPECTATIONS……42
N. DRIVER'S LICENSE AND DRIVING RECORD……42
O. AGREEMENT FOR TRAINING AND UNIFORM REIMBURSEMENT / FOR NEWLY HIRED OFFICERS AND FIRE FIGHTERS……43
P. TRAVEL POLICY……44
Q. SAFETY……46
R. KEY POLICY……46

SECTION VIII – COUNSELING, DISCIPLINE AND GRIEVANCE PROCEDURES

A. COACHING/COUNSELING……47
B. DISCIPLINARY ACTIONS……48
C. GRIEVANCE PROCEDURES……51

SECTION IX – FIRE DEPARTMENT ONLY

A. POST OFFER REQUIREMENTS……54

SECTION I – INTRODUCTION

A. PURPOSE AND OBJECTIVES

This Personnel Manual applies to all employees of the City of Starkville including management, supervisors, clerical, and other such employees.

The purpose of this Personnel Manual is to establish a fair and uniform system of policies, procedures, and expectations for all employees of the City. Full understanding and compliance is expected of all employees, in order that the most effective services possible may be delivered to the citizens of the City.

The Personnel Manual and all other Departmental Manuals do not bestow any additional rights to employees regarding employment or employment benefits. These policies and procedures are not intended to create a binding employment contract, and no employee has any contractual right to the matters set forth herein. The Mayor and Board of Aldermen reserve the right to modify, revoke, suspend, terminate, or change any or all of such plans, policies, and procedures in whole or in part, at anytime as it deems appropriate, in its sole and absolute discretion, with or without notice to employees.

Working for a municipality means that each employee has an obligation to serve the taxpayers of the City

of Starkville to the best of their ability.

B. AMENDMENTS TO PERSONNEL POLICIES

Amendments or revisions to these regulations, policies and procedures may be recommended for adoption by the Mayor and the Board of Aldermen.

All departmental regulations, policies and procedures, as presently constituted or hereinafter adopted, which are not in conflict with these regulations, policies and procedures shall be and remain in effect. All future revisions or changes will be properly noticed and communicated to existing employees.

C. COMPLIANCE

The City has made every effort to ensure the policies in the Personnel Manual are in compliance with all federal, state, and local employment laws and regulations. In the event that a provision in the policies is in conflict with a federal, state, or local law or regulation, the appropriate law or regulation shall prevail, and the provision in the Personnel Manual shall be deemed amended to the extent necessary to comply with such law or regulation.

Title 21, Chapter 3 of the Mississippi Code of 1972, annotated as amended, and Chapter 20, Article I of the code of Ordinances of the City of Starkville, establish the authority for the making, and adoption of policies for the management of the City of Starkville personnel system.

D. GENERAL CODE OF CONDUCT

The City of Starkville has adopted a code of conduct to establish guidelines for City employees in the performance of City business. As an integral part of a team dedicated to delivering quality service to the public, each City employee, shall accept certain responsibilities, adhere to accepted business principles or practices, and foster the highest standards for personal integrity and honesty in carrying out their public duties, recognizing that the public interest must always be the primary concern.

To accomplish these objectives, all employees and volunteers of the City of Starkville shall:

- Uphold the Constitution, laws and regulations of the United States and the State of Mississippi as well as the regulations, policies and operating principles of the City of Starkville.

- Understand the public trust held as a result of being a City employee and never compromise honesty or integrity for personal gain or advancement.

- Place the long term benefit to the City organization and the public as a whole above other considerations in the performance of work duties.

- Conduct oneself at all times in a manner that reflects positively on the City. Understand that certain kinds of off-work conduct can negatively impact one's standing as a City employee and the reputation of City government.

- Treat members of the public and coworkers with dignity and respect.

- Treat members of the public and coworkers fairly and equally without dispensing special favors to anyone or receiving special privileges from anyone.

- Understand that the appearance of a conflict of interest may be as damaging as an actual conflict of interest, and that both should be avoided in the performance of one's duties. Immediately disclose any conflict of interest should it arise.

- Be at your work place, ready to begin work at the scheduled starting time. Remain at your work location and perform work assignements, (except during established lunch and breaks) until the end of your period (unless notified to vacate due to an emergency or any other reason as directed by your immediate supervisor or upper management.

- Hourly/non-exempt employees will clock in and clock out to start and end the work period, as well as to take their lunch break.

- Respect and uphold the confidentiality of individuals and work related information when appropriate or required by law.

- Report unlawful or unethical work behavior by another City employee or volunteer to the appropriate management or law enforcement representatives.

- Report any injury or safety incident IMMEDIATELY to your supervior

- Respect, safeguard and conserve the City's property and your work area.

As an employee of the City of Starkville you must NOT:

- Bring firearms or weapons of any kind onto any of City of Starkville premises or vehicles (excluding authorized personnel), engage in fighting or threatening conduct, or use abusive or threatening language of any kind
- Use, posses, distribute, sell, or be under the influence of alcohol, drugs, or intoxicants that will affect the ability to perform the job, while on the job or on City premises or in City vehicles.
- Violate security, safety, or health regulations and policies, or engage in condct that creates a safety or health hazard.
- Deliberately damage, or inappropriately use City propery, equipment, supplies, or merchandise.
- Engage in any conduct on or off the City premises, whether on or off duty, which may be viewed as illegal, unethical, or unprofessional or which otherwise reflects negatively on you (as an employee) or other employees or the City.
- Record conversation with a recording device (i.e.: tape recorder, cell phone, etc). unless prior approval is obtained from management and/or all parties have consented to the recording of the conversation.
- Gamble on the City's premises.
- Falsify city forms, reports, or records, including absence, benefits, or time records.

We invite you to join us in embracing these values and the others outlined in this employee handbook as you begin your career with the City of Starkville. Working together, we can make your employment experience both personally and professionally rewarding

SECTION II – EMPLOYMENT

A. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to provide equal opportunity in employment to all employees and applicants for employment in accordance with all applicable laws, directives, and regualtions of federal, state, and local governing bodies.

The City of Starkville, provides equal opportunity to all candidates, considered for employment without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual

orientation, gender identity, genetic information, military status, protected veteran status (specifically status as a disabled veteran, recently separated veteran, armed forces service medal veteran, or active duty wartime or campaign badge veteran) or other classification protected by applicable federal, state or local law.

The City is committed to the principle of recruiting and selecting employees on the basis of demonstrated and potential ability to perform the functions of the position available and in accordance with the City's policy of equal opportunity. The City of Starkvile follows Equal Employment Opportunity (EEO) in all of its employment practices including those pertaining to recruitment, hiring, placement, compensation, transfers, promotions, practices, evaluations, benefits, training, layoff recall, discipline, demotions, and terminations. These employment practices shall be administered in accordance with the law as set forth in Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title I of the Americans with Disabilities Act of 1990, the Equal Pay Act of 1963, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008. Employees are selected on the basis of their training, education, required certifications, experience, work history, and ability to meet the essential functions of the job under the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA).

B. ANTI-HARASSMENT & DISCRIMINATION

It is the policy of the City that all employees be able to work in an environment free of all forms of harassment. The City will not tolerate, condon, or allow harassment by any employee or non employees who conduct business with the City. The City considers harassment and discrimination of others to be forms of serious misconduct. Therefore, the City shall take direct and immediate action to prevent such behavior and to remedy all reported instances of harassement and discrimination. Harassement on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, sex, or age will not be tolerated.

Harassment may include, but is not limited to, offensive jokes, slurs, name-calling, physical assaults, threats, intimidation, ridicule, mockery, insults, put-downs, or interference with work performance or employment opportunities.

Harassment will not be tolerated. Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment at an early stage to prevent its escalation. All allegations of harassment will be investigated by the Human Resources Department or appropriate supervisor.

Sexual Harassment Policy

It is the policy of the City of Starkville to:

1. Provide employees with a working environment free from sexual harassment

2. Communicate such policy and reporting procedures to employees and supervisors

3. Recognize the unique nature of complaints of sexual harassment, encourage early reporting by employees and resolve complaints promptly and confidentially

4. Educate and oversee supervisors in the administration of this policy and in regard to their responsibilities

In determining whether conduct constitutes sexual harassment or creates an intimidating, hostile, or offensive working environment, the totality of the circumstances and the context in which alleged

incidents of sexual harassment occurred shall be examined. The determination of whether a particular action constitutes sexual harassment shall be based on the facts of each case.

Employee's responsibilities:

An employee who believes he or she has been the target of or subjected to sexual harassment or a hostile work environment shall address the problem as follows:

1. Notify the alleged harasser, if comfortable in doing so, or the employee's supervisor, and request that the behavior stop immediately.

2. Report sexual harassment to the Human Resources Department within three (3) days, or as soon as practicable, unless the report alleges harassment by an employee of the Human Resources Department, in which case, the report shall be presented to the Mayor.

C. AMERICANS WITH DISABILITIES ACT AND AMENDMENTS ACT

The ADAAA are federal laws that prohibit employers from discriminating against applicants and individuals with disabilities.

The City will comply with all federal and state laws concerning the employment of persons with disabilities and will act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, the City will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

The City will reasonably accommodate qualified individuals with a disability as long as the accommodation does not create an undue hardship to the City. The Human Resources Director, with the advice of the City Attorney, will determine whether accommodations are reasonable on a case-by-case basis. Once the City is aware of a qualifying disability, it will take measures to reasonably accommodate the disability in accordance with legal requirements.

It is the employee's responsibility to inform the employee's supervisor that an accommodation is needed to perform essential job functions. The City reserves the right to request written documentation from any employee seeking an accommodation. All information received by the City relating to the provision of a reasonable accommodation will be treated as confidential and maintained in the medical file separate from other personnel information.

D. MINIMUM AGE

The Fair Labor Standard Act (FLSA) sets wage, hours worked, and safety requirements for minors (individuals under age 18) working in jobs covered by the statute, which includes City government. The rules vary depending upon the particular age of the minor and the particular job involved. The FLSA also generally prohibits the employment of a minor in work declared hazardous by the Secretary of Labor (for example, work involving excavation, driving, and the operation of many types of power-driven equipment).

The City of Starkville's minimum age for all other city employees is eighteen (18) years of age. The minimum age for sworn employees is twenty- one (21) years of age. The only exception will be for selected seasonal and/or temporary positions when prescribed differently by federal or state law.

E. EMPLOYEE CLASSIFICATIONS

Employees of the City of Starkville are generally classified as one of the following:

1. Regular Full-time Employee – A regular full-time employee is an employee who works a minimum of thirty (30) hours or more per week, is paid an hourly or annual rate, is subject to all conditions of employment, and is eligible for all benefits offered by the City.

2. Regular Part-time Employee – A regular part-time employee is an employee who works twenty (20) hours or less per week on a regular basis.

3. Temporary Full-time Employee – A temporary employee is an employee who works assigned hours, not to exceed a period of twelve (12) consecutive months and are paid on an hourly basis. Temporary employees are eligible to receive benefits.

4. Temporary Employee – A temporary employee is an employee, who works assigned hours, not to exceed a period of one hundred eighty (180) consecutive days and are paid on an hourly basis. Temporary employees are not eligible to receive benefits.

5. Elected Official - A person who is an official by virtue of an election.

F. Pay Rates for Changes in Status (Policy 1)

The following personnel actions may affect the pay status of an employee in the manner provided:

Transfers
When an employee is transferred between departments or to another position within the same department to a job with the same pay grade and salary range (lateral transfer), the pay grade and step of the employee will not be changed.

When an employee is transferred between departments or to another position within the same department to a position where the employee's current pay is above the maximum salary step for the new position the pay step of the employee will be maximized (topped out) until a revision of the pay plan is proposed and approved by the Mayor and Board of Aldermen.

Promotions
When an employee is promoted to a higher grade position, the employee shall be given a promotional increase of at least ten percent or moved to the minimum salary of the higher job grade, whichever is higher.

Temporary Promotions
When an employee is temporarily assigned to perform the complete range of job duties of a higher graded job for a period of thirty (30) consecutive days or longer, the employee shall be given a ten percent (10%) salary increase or raised to the minimum salary of the new job, whichever is more. When the employee returns to their regular full time job duties, their salary will revert to the salary paid before the temporary promotion plus any pay raises that would normally have been awarded to them in their regular job.

Demotion
When an employee is demoted to a position where their current rate of pay is above the maximum salary range for the new position, the employee's salary will be frozen for a period of one month. After one month, the employee's salary will be reduced to the maximum salary of the job's normal pay range until the Mayor and Board of Aldermen approve a revision of the pay range.

If the employee's current rate of pay is within the salary range for the new position the pay rate of the employee will remain unchanged. An employee may be demoted for any of the following reasons:

1. His/her position is being eliminated and he/she would otherwise be terminated.

2. His/her position is being reclassified to a higher grade, and the employee lacks the necessary skills to successfully perform the job.

3. Lack of work.

4. Budgetary constraints.

5. The employee does not possess the necessary qualifications to render satisfactory service to the position he/she holds.

6. The employee voluntarily requests such a demotion, and it is available.

7. As a form of disciplinary action.

Reclassification

When an employee's position is reclassified to a higher salary grade, the employee shall receive a pay increase, if they are not in line with the new salary grade. When an employee's position is reclassified to a lower salary grade or remains on the same salary grade, the employee's salary shall not change.

G. PROBATIONARY PERIOD

All persons employed shall serve a probationary period of twelve (12) months. During this important time, the employees are learning the job and the City is evaluating their performance. All new employees will be evaluated one hundred eighty (180) days during the probationary period by their supervisor, who will let them know how they are doing.

After thirty (30) days of employment, all employees, while on probation, will be entitled to all benefits of regular City employees.

One exception, is that a new hire probationary employee may not submit an employment application as an "internal applicant"until after probation period or unless its a better organizational fit .

Before the end of the probationary period, the Department Head shall indicate the following in writing to the Human Resources Director:

1. That he/she discussed with the employee the employee's accomplishments, failures, strengths and weaknesses.

2. Whether the employee is performing satisfactory work.

3. Whether the employee should be retained in the position.

4. Whether the employee, if a new employee, should be discharged or have his/her probationary period extended a given number of months not to exceed an additional six (6) months.

5. Whether the employee, if on probation following promotion, should be reinstated in his/her former position, if available, or have his/her probationary period extended a given number of months not to exceed an additional six (6) months.

After successful completion of the probationary period, the employee will become a regular full time employee unless recommended otherwise, that their probationary period be extended in ninety (90) day increments, not to exceed an additional six (6) months with appropriate documentation.

H. PERFORMANCE APPRAISAL/EVALUATION

The purpose of performance evaluations is to provide a uniform, consistent method that evaluates major aspects of job performance and to provide an established method for strengthening work relationships and improving communications. It is designed to develop the employee's skills, to allow the supervisor to recognize the employee's accomplishments and good work, and to provide an established method for identifying needed improvements.

Together the supervisor and the employee shall develop goals to improve job skills and enhance job performance. Employee evaluations may be used to assist in:

1. Promotional decisions
2. Reduction in force considerations
3. Disciplinary action decisions.

Department Heads and/or supervisors are strongly encouraged to frequently discuss job performance with their employees on an informal basis. Formal performance evaluations are used to ensure that these discussions are conducted at least on an annual basis.

Performance evaluations shall be administered in a fair manner without unlawful discrimination as to age, race, sex, religion, political affiliation, national origin, or disability.

While this policy sets forth minimal time periods for performance evaluations, the department head and/or supervisor is not precluded from evaluating an employee's job performance as often as deemed necessary in order to meet the objective of improving an employee's overall job performance.

Policy: All **regular, full-time employees** of the City of Starkville shall be evaluated at least once annually. In order to avoid conflicts with the budgeting process, performance evaluations should be completed in the July - August time frame. Exceptions to this time frame should be documented by the department head and notifications sent to the Human Resources Director with an explanation for the exception and the time frame for completion. Performance evaluations should be completed using forms approved by the Human Resources Director. The appraisal should cover the period from the last appraisal to the date of the current appraisal.

Probationary employees (new hires, promotions, disciplinary, or any other reason for probation) shall be evaluated every one hundred eighty (180) days during the probationary period. Job performance and progress will be discussed during each of the performance evaluations during the probationary period. Probationary periods may be extended in ninety (90) day increments with appropriate documentation and notice to the probationary employee of the reason for the extension and the areas required to be addressed to ensure satisfactory completion of the probationary period.

Department Heads will be evaluated by the Mayor and Board of Aldermen annually using a format and time frame as approved by the Board.

Copies of completed performance appraisals are to be distributed as follows:

- Original sent to Human Resources Director and retained in the employee's Personnel file,
- Copy retained by the department head,
- Copy to be provided to the employee being appraised.

Nothing in this policy should be construed as ensuring continued employment, because any provision of this policy has or has not been followed as stated.

The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that they have been made aware of it. The contents of a written performance evaluation are not subject to the grievance procedures. If an employee disagrees with the performance evaluation, the employee may attach a written statement of his or her objections to the performance evaluation. The performance evaluation and the employee's written statements, if any, shall be placed in the employee's personnel file.

I. DUAL EMPLOYMENT

The purpose of this policy is to define and clarify the ethical and practical issues regarding employees dual employment on jobs while actively working as a full-time employee for the City. The City expects an employee's work for the City to take precedence over any outside employment engaged in by an employee. **Employees must get prior written approval from the Department Head before engaging in other employment**. Approvals will be updated yearly to remain in effect. At no time shall employees who are performing outside approved work wear City uniforms or logos or use City issued equipment.

Activities and conduct away from the job must not compete with, conflict with, or compromise the City's interests or adversely affect job performance and the ability to fulfill all job responsibilities for the City. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the City.

1. Procedure:
   An employee's "own time" means time after work hours, vacation time, holidays, when laid off/furloughed or when suspended from work. An employee's "own time" does not include sick time, while on FMLA, or during regular business hours.

2. Employees must get prior written approval from the Department Head before engaging in other employment. The Department Head shall forward a copy of the outside employment form to the Human Resources Department for inclusion in the employees' official personnel file.

3. Employees may not moonlight in a position that creates a conflict of interest with employment with the City, and conduct away from the job must not compete with, or compromise the City's interests or adversely affect the employees' job performance and the ability to fulfill all job responsibilities for the City. For questions about whether a dual employment position would be a conflict of interest, see your Department Head.

4. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the City. This prohibition also extends to the unauthorized use of any City tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

5. Additionally, any Department Head who desires to engage in outside employment or business shall obtain prior approval from the Mayor.

J. ATTENDANCE

Each employee plays an important role in providing quality service to the citizens of Starkville. As with any

group effort, it takes cooperation and commitment for everyone to operate effectively. Therefore, your attendance and punctuality are very important.

The City provides ~~a~~ variety ~~of~~ forms of leave to cover absence from work. Employees are expected to report for duty, and be ready to begin work by the start of the regular work day or shift, unless on approved leave.

However, the City recognizes the need for a balance between our superior customer service and the needs of our employees. Therefore, reasonable allowances will be made for absences with proper notice; three (3) days notice must given to a manager by the requesting employee. Unfavorable patterns of absences will, however, require immediate corrective action, which may warrant a written disciplinary documentation by the employee's supervisor.

OCCURRENCE-BASED ATTENDANCE POLICY

Discipline for attendance violations is based on the number of occurrences. Below are the steps generally used in administering discipline in connection with attendance issues. However, under certain circumstances, the City may deviate from one or more of the steps or consider absences outside of the specific timeframe.

Protected Absences – The below absences are protected by federal law and the City's policy, therefore, they are not used in the disciplinary process

- Military obligation – documented per company Military Leave Policy
- Absences due to an injury, with medical verification that the employee is unable to work
- Under the care of a physician with verification that the employee is unable to work
- Bereavement Leave with the appropriate documentation as requested
- Jury duty with appropriate documentation provided
- Documented and approved leaves of absence or use of intermittent leave including family/medical leave as defined in the Company's Family & Medical Leave Policy or as required by other applicable law
- Approved Vacation if requested and approved per the City policy
- City Paid Holidays
- Pre-approved Personal Leave for business that cannot be conducted outside of normally scheduled shifts and which has been requested and approved in advance per the City Policy

Occurrence Defined

- Any absence that is not reported in compliance with any of the Reporting Absences procedure below. (Failure to follow call out procedure)
- An absence not specifically identified as an protected absence above.(Absence)
- Any absence that is not reported to the location (i.e., a no call/no show). (No Call No Show)
- Failure to be in the employee's work area prepared to work at the scheduled start of the employee's assigned shift. (Tardy) after five (5) min.
- Any instance of an employee leaving his/her assigned location without permission before the end of the scheduled shift where such departure is not specifically related to business needs, occupational injury or illness and/or any other business reason acknowledged by management. (Early Departure) is considered fifteen (15) minutes early.
- Failure to provide proper documentation.

REPORTING ABSENCES

- Call out/report tardiness or early departures to the person at your location who holds the following position: **Department Head or Designee of Department Head**
- When calling out, it **is acceptable** to leave a message rather than speaking directly to the person listed above.

- When calling out, it **is acceptable** to use text messaging to leave a message rather than speaking directly to the person listed above in the case where after attempting to contact the person listed above directly, the employee has been unsuccessful in 2 or more attempts.

Call out timing: At least two (2) hours prior to your scheduled shift unless it is impracticable to do so. Call outs are to be done by the employee and not a surrogate except in extreme circumstances. **All occurrences will be tracked using a 12-month annual calendar method**

All occurrences that occur in a 12-month period will be counted and accumulate towards disciplinary action per City policy. After 12 months have passed since any particular occurrence, that occurrence will generally not be considered for disciplinary purposes unless a consistent, or persistent pattern of inappropriate behavior exists.

Attendance will be tracked on a 12-month rolling calendar basis according to the following schedule:

- Each tardiness or early departure_____1/2 occurrence
- Each absence _____1 occurrence

Occurrences generally will be subject to the following progressive discipline schedule. ***Deviations from this schedule may be approved by the City in its sole discretion.***

- 2rd occurrence in a 12-month period_____Verbal /Documented_Coaching
- 3rd occurrence in a 12-month period_____1st written warning
- 4th occurrence in a 12-month period_____2nd written warning
- 5th occurrence in a 12-month period_____Termination

USE OF Annual Leave or Sick Leave (AL or SL)

An employee may use available AL or SL to receive pay for an occurrence. However, use of AL or SL will not alter any disciplinary action as defined above.

However, use of AL or SL will not alter any disciplinary action as defined above.

EXCESSIVE ABSENCES IN THE FIRST 90 DAYS OF EMPLOYMENT

Notwithstanding the foregoing, any employee who incurs three or more occurrences in his/her first 90 days of employment may be subject to immediate termination for excessive absenteeism.

NO CALLS/NO SHOWS

No call/ no shows will be subject to an accelerated discipline schedule during the rolling 12-month period due to there heightened impact on the operation. An occurrence will be issued for the attendance violation along with documentation for violation of the no call/no show policy as follows:

- 1st No Call/No Show in a 12-month period _____1st written warning
- 2nd No Call/No Show in a 12-month period_____Final written warning
- 3rd No Call/No Show in a 12-month period_____Termination

JOB ABANDONMENT

An employee may be deemed to have voluntarily resigned from employment after:

- Incurring no call/no shows for three separate offenses.
- "Walks off" the job without authorization from their manager.

If the employee has already begun the step discipline process for attendance/punctuality when a no call/no show occurs, the disciplinary process may be accelerated to the final step.

Note: An employee will not be subject to discipline for any absence, tardiness, or early departure protected under the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or other applicable law, provided the employee complies with the procedures described in this Handbook

PATTERNS

Patterns of absenteeism or tardiness may result in disciplinary action, even if the employee has not yet exhausted available paid time off. Absences due to illnesses or injuries that qualify for a protected leave status will not be counted against an employee's attendance record, if the protected leave is verified and approved. Medical documentation is required in these instances. Employees who are absent due to a protected leave are still expected to follow the Department's call-in protocol.

K. LUNCH PERIOD

Each employee shall have a minimum of a thirty (30) minute unpaid meal period (one hour maximum). The meal period shall not be scheduled within the first or last hour of the scheduled work day or shift, unless specifically authorized by the immediate supervisor. If an employee needs to request additional time for a lunch period, the employee is encouraged to discuss options and complete necessary leave forms if approved in advance with his/her supervisor.

The lunch period shall be deducted from the number of regular hours worked for an employee's normal work day. The time and duration of the lunch period for specific employees, work sites or crews shall be determined by the Department Head.

L. NEPOTISM/PERSONAL RELATIONSHIPS/EMPLOYMENT OF RELATIVES

Nepotism, defined as favoritism as in the appointment to a job based on kinship, is prohibited pursuant to Miss. Code Ann. §25-1-53.

The employment of relatives can cause various problems including but not limited to charges of favoritism, conflicts of interest, family discord and scheduling conflicts that may work to the disadvantage of both the City and its employee.

No applicant shall be employed in a position where a member of their immediate family are considered to be in positions of inherent unequal authority when one individual has the indirect or direct ability to influence the performance appraisal, benefits, schedule, assignments, salary and or career of the family member, or related person; or whose employment relationship to the family member or related person creates an actual or perceived conflict of interest.

For purposes of this policy, immediate family includes any person related by blood or marriage within the third degree. The status quo of relatives presently on the payroll in violation of this guideline will not be affected; however, all future employees will be governed accordingly.

If employees become related by marriage and create a situation prohibited by this Section, one of the employees may be asked to give up their position.

If a personal, romantic, or intimate relationship is established between two or more employees post-hire, it

is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Department Head. When a conflict or potential conflict arises, due to the relationship affecting employment, the City reserves the right to make any and all employment decisions in the best interest of the City, which may include requiring one of the employees to give up his/her position.Situations not specifically addressed in this policy that, in the City's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at the City's discretion.

M. PRE EMPLOYMENT DRUG TESTING

Pre-employment testing for illicit drugs is a condition of employment for all jobs within the City.

The City of Starkville recognizes, that the use and abuse of drugs and alcohol in today's society is a serious problem that may involve the workplace. It is the intent of City, to provide all employees with a safe and secure workplace in which each person can perform their duties in an environment that promotes individual health and workplace efficiency. Employees of the City are public employees and must foster the public trust by preserving employee reputation for integrity, honesty, and responsibility.

The personnel covered by this policy are subject to pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing. In meeting these goals, it is the City's goal and policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner
- Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse
- Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances
- Protect the public and City employees from the risks posed by on-the-job misuse of alcohol and use of prohibited drugs
- Encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

THE COMPLETE DRUG AND ALCOHOL TESTING POLICY IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

N. REDUCTION-IN-FORCE / LAYOFF /FURLOUGHED

Department Heads have been charged with the responsibility of restructuring their departments to eliminate those positions not essential to the mission of the department.

The goal is to accomplish the reduction in force without any change in the level of services rendered to the citizens of Starkville. This may require a reorganization of the responsibilities of those employees who remain.

The department head, with prior approval of the Mayor and Board of Aldermen may layoff or furlough an employee due to a shortage of funds or work, the abolition of the position, or for other reasons which are outside of the employee's or City's control and do not reflect discredit upon the employee.

Any City employee may be laid off for lack of work or lack of funds without a reflection on his/her standing. At least two (2) weeks' written notice of the effective date of the layoff shall be given to each employee affected, with the exception of seasonal or temporary employees, specifically stating the reason for the layoff. Such notice shall be signed by the Department Head or designee.

Regular full-time employees shall not be laid off until all part-time, temporary and seasonal employees occupying the same class are laid off or furloughed unless the non-regular employees' jobs are not funded

solely by the City. Employees affected by the reduction in force may apply for consideration for other vacant positions for which they qualify. Affected employees may also apply for employment with the City for any advertised vacancy for which they are qualified.

The primary criterion for selection of those positions and employees affected by the reduction in force is based on whether the positions are critical to meeting the goal of maintaining the current level of service. Consistent guidelines have been established to govern the selection of individuals for layoffs:

- Volunteers will be first in consideration for layoff or furlough.
- Next, employees with documented disciplinary issues in the past six (6) months shall be selected for layoff or furlough, with those currently on a Final Written Warning being selected first proceeding in descending order for discipline.
- Evaluation records may be used in determining which employees shall be laid off when two (2) or more employees are basically qualified to fill one (1) position.
- Next, the employee's availability for work as indicated by the employee shall be utilized to determine selection.
- Seniority as indicated by official records, may be used as a criterion, at the discretion of the Mayor and Board, or any other objective criteria that has a rational basis, and is not inconsistent with state or federal law.
- Personnel who have specific or specialized skills.

During these periods, employees will be laid off or furloughed and may be eligible to collect unemployment from the state. Mississippi Department of Employment Security determines your eligibility for benefits. You may contact them directly to open a claim.

Nothing in this policy limits in any way an employee's right to utilize the City's grievance policy. An employee notified of their dismissal shall be provided the opportunity for an informal hearing before the Board, while in a pay status. The only issue relevant in such a hearing is the City's failure to comply with the criteria and procedures set forth in this policy or other applicable law. The employee and their representative, shall be afforded the opportunity to explain why they should not be laid-off or furloughed.

O. RESIGNATION

Resignation occurs when an employee chooses to end employment with the City. Although we hope your employment with the City of Starkville will be a mutually rewarding experience, we understand that varying circumstances do cause employees to voluntarily resign employment. Should this time come, you are asked to follow the guidelines below regarding notice and exit procedures.

<u>Procedure</u>

1. Employees are encouraged to provide a minimum of two (2) weeks' notice to facilitate a smooth transition out of the organization. Department Heads are requested to provide a minimum of thirty (30) days' notice.

2. All resignations must be confirmed in writing. Employees may wish to complete the Employee Resignation Form provided within the department for this purpose or may submit other written notice that should include the reason for leaving and the effective date. Resignations must be submitted to the Department Head with a copy to the Human Resources Department. Resignations by a Department Head must be submitted to the Chief Operating Officer (COO) and or Mayor with a copy to Human Resources. The Mayor will be responsible for notification to the Board. Employees who verbally resign will receive a Confirmation of Resignation notice within 24 hours.

3. Employees who fail to report to work for three separate offense without properly communicating to their supervisor or Department Head the reasons for their absence will be viewed as voluntarily

resigning their employment as of the close of business on the third workday. A notice will be mailed to the employee notifying them that their employment has been terminated based on voluntary resignation.

4. Employees who wish to discuss concerns about their continued employment before making a final decision to resign are encouraged to do so. When resignations are received, efforts begin immediately to make arrangements for continued coverage of duties, so please make sure of your decision before submitting your resignation.

5. Employees will not be allowed to rescind a resignation, whether given verbally or in writing, once the resignation has been submitted to the Department Head and/or the Human Resources Director, or in the case of a Department Head resignation to the Chief Administrative Officer and/or Mayor or Board.

6. Resigning employees must ensure that all tools and equipment are returned and take the opportunity to discuss any questions or concerns related to employment with the City of Starkville. Employees who fail to return any City property, including keys, credit cards, tools, uniforms, cellular phones, laptops and other equipment, will be deemed ineligible for rehire and may be subject to legal proceedings on behalf of the City of Starkville.

7. Departing employees should confirm their forwarding address to ensure that final pay, benefits and tax information are received in a timely manner.

SECTION III – EMPLOYEE BENEFITS

As a full-time employee are entitled to certain fringe benefits that are intended to provide security and peace of mind to you and your family during your employment with the City of Starkville.

A. HEALTH INSURANCE BENEFITS

Benefits may include medical, dental, vision, voluntary and flexible options. Employees are eligible for coverage on the first day of the month following 30 days of employment. Dependents that may be covered include legal spouse and children up to age 26. Supporting documentation is required before benefits can begin.

Each plan year begins in January 1st, with the open enrollment period occurring in the month of October, prior to the new plan year. Health plan options, benefit designs, eligibility rules, and premiums are subject to change each plan year. Informational meetings and other communications are available during the open enrollment period.

The Benefit plans offered by the City, allows full-time employees to be enrolled in the City's Group Medical and Life Insurance Program. The City pays all of the premium for its employees. However, if family or extra coverage is desired, the employee is responsible for those premiums.

Employees who pay their health insurance premiums for family or extra coverage, is paid on a pre-tax basis. When employees enroll in medical, dental, or vision insurance, the premiums are deducted from payroll checks before taxes according to IRS Section 125.

For more in-depth information regarding the offered benefits, please see the Enrollment Benefits Guide.

Qualifying Events for Changes to Coverage

It is the employee's responsibility to notify the City if a significant qualifying event occurs that may result in a change in coverage. Employees must notify the City within thirty (30) days of experiencing a qualifying event and submit supporting documentation to be eligible to change coverage. Some events allow the employee to make changes to benefits including adding or dropping dependents, adding coverage or terminating coverage.

To make a change in pre-tax deductions that are allocated under the Section 125, employees must have a qualifying event. Under the Internal Revenue Service rules, employees may change his/her health insurance deductions (elections) during the year only after one of the following qualifying events:

1. The employee has a change in family status (e.g. marriage, birth, death, legal separation, divorce, dependent child attaining the maximum age of coverage).

2. The employee's spouse loses coverage due to termination of employment.

3. The employee terminates employment or retires with the City.

4. The employee's spouse has a change in employment status which results in either acquiring or losing eligibility for health insurance coverage.

5. The employee receives a divorce/legal separation and are required under a court order to provide health insurance coverage for his/her eligible dependent children and/or legally separated spouse.

6. There is a significant change in the employee's or his/her spouse's health coverage which is attributable to the spouse's employment.

7. Other reasons consistent with Federal Law such as Healthcare Reform.

Changes in pre-tax health insurance deductions that stem from any of these qualifying events must be made within 30 days of the event.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the City's health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

B. RETIREE HEALTH BENEFITS

Effective October 1, 2020, the City of Starkville amends its personnel policy with regard to continuing health, dental, and life coverage to all eligible employees upon their retirement from the city.

The option to continue your coverage(s) will no longer be offered to employees who retire from the city on or after October 1, 2020.

Retiring employees under age 65 will be eligible to continue their coverage(s) under COBRA for the applicable time period (18 months in most instances). In accordance with current policy, the retiree must pay the cost for the coverage(s) should they elect to continue and will be subject to the terms and conditions of the vendor utilized by the City in the collection of premiums.

Upon eligibility for Medicare coverage, either through attaining the required age or as the result of a Social Security or Medicare approved disability prior to age 65, the health coverage through the City plan will terminate.

If a retiree attains Medicare eligibility and has a dependent(s) covered under the plan at that time and the dependent has not attained the age for Medicare eligibility they will be eligible to continue coverage under COBRA for the appropriate time period or until they also meet Medicare eligibility requirements.

Retirees who continued their coverage(s) and enrolled prior to October 1, 2020, under or over age 65, will be "grandfathered" and allowed to maintain their coverage provided they continue to pay the prevailing premiums as required by the terms and conditions of the vendor utilized by the City in the collection of premiums.

The existing policy for retirees who have continued coverage due to retirement prior to October 1, 2020, is further amended to require that once the covered retiree (or spouse) attains eligibility to Medicare they must terminate coverage through the City of Starkville group health plan. This will assure a smooth transition to Medicare and the avoidance of potential financial penalties as a late enrollee to that coverage.

C. LIFE INSURANCE

The City provides group life insurance to employees who are classified as Regular Fulltime. Coverage is effective on the first day of the month following Thirty (30) days of continuous employment with the City.

Eligible employees are provided ten-thousand ($10,000) of life insurance. The coverage includes accidental death and dismemberment coverage (AD&D) in an equal amount.
Employees are given the opportunity to voluntarily purchase supplemental life insurance benefits on an after tax basis for themselves and their dependents at the time of hire and at open enrollment each year. Enrollment may require evidence of insurability depending upon the amount of insurance requested and guaranteed issue limits. If the employee is not actively at work on the day coverage is scheduled to begin, coverage will begin on the day the employee returns to work and is considered actively employed.

D. TUITION ASSISTANCE PROGRAM (TAP)

The City of Starkville is committed to helping employees continue their education and develop in their professional careers. In keeping with this philosophy, the City has established an Educational Assistance Program to recognize the motivation of employees who choose to pursue higher and continuing education by reimbursing them for expenses incurred through approved accredited colleges or universities or at approved specific job-related training programs. In all cases, the City will only consider programs for reimbursement that have a job-relatedness to either the employee's current position with the City or that may enhance the employee's career growth opportunities with the City.

Educational Assistance Benefits will be available only if departmental training budgets are sufficient to meet their costs.

All requests for Educational Assistance Benefits must be pre-approved by the Mayor and Board of Aldermen.

All employees are required to sign an agreement to repay the City if he/she leaves employment either voluntarily or involuntarily for reasons within their control prior to two years after tuition assistance has been received. The repayment will be prorated according to the employee's length of service after such benefits have been received, with the employee being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. The employee will be responsible for the costs of any fees associated with the collection of amounts due to the City of Starkville under this agreement, including attorney and court fees should legal action be necessary to collect such fees.

In the event of a reduction of force or if the employee is terminated for reasons beyond the employee's control, the City will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Human Resources Director of the City of Starkville shall review such termination and shall render the decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

THE COMPLETE TUITION ASSISTANCE PROGRAM (TAP) POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

E. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The employee assistance program (EAP) is designed to help all Regular Full-time and Elected City employees and their family members cope with problems before they become unmanageable. The EAP provides employees and their household members with confidential access to assistance and resources from 8-5pm (9) hours per day, five (5) days per week. The EAP provides short term counseling and support on many issues including depression, grief, legal issues, alcohol/drug abuse, financial pressures, identity theft, stress, anxiety, and many more.

The EAP is strictly confidential and is designed to safeguard an employee's privacy and rights. Contacts to and information given to the EAP counselor may be released to the City of Starkville, only if requested by the employee in writing. There is no cost for an employee to consult with an EAP counselor. Employee will receive three (3) free counseling sessions. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

F. WORKERS COMPENSATION

The City has elected to participate in the Mississippi Municipal Workers' Compensation Program. All Employees, who have an accident or injury; **no matter how minor**, while on the job, must notify their Department Head **within 24 hours of the incident.** If medical care is needed, your Department Head will have to report it as first report of injury.

If the injury is deemed to be work-related and you are unable to earn your full pay due to your injury, you may receive workers' compensation benefits related to lost wages. Time away from work due to a work-related injury, will be deemed to run concurrently with leave under the FMLA and similar state or local law, if applicable.

While out on Workers Compensation, leave is not accrued.

WHY DO YOU REPORT IMMEDIATELY?

Reporting an incident (no medical treatment) or injury requiring medical attention, immediately helps to:

- Ensures that management can address and get you immediate medical attention if needed.
- Ensures that unsafe conditions can be corrected immediately to prevent others from being hurt or injured.
- Ensures that an injury investigation gets performed while information is fresh in the minds of those involved.
- Reduces the likelihood of injury severity from prolonged aggravation.
- Reduces the likelihood of fraudulent claim suspicion stemming from a late report.

Failure to report an incident or injury within 24 hours of the event can result in disciplinary action.

WHAT ARE FRAUDULANT CLAIMS?

- Failing to report until a later date, even over the weekend, raises suspicion that an employee may have been injured at home or while performing non-work related duties, and are looking for the medical expense to be covered by the employer. This is a fraudulent claim.
- Fraudulent claims are insurance fraud, a felony, and could result in loss of employment and jail time.

G. UNEMPLOYMENT COMPENSATION

The Mississippi Department of Employment Security determines employee's eligibility for benefits. Employees may contact them directly to open a claim or visit their website at mdes.ms.gov

SECTION IV – CLASSIFICATION PLAN

A. PURPOSE

The Human Resources Department will maintain a Classification Plan that provides a listing of employment positions in the City. The Classification Plan provides a complete inventory of all positions in the City's service and an accurate description and specifications for each job classification. Job classifications are based on an analysis of the duties and responsibilities of each position and include minimum requirements of education, training, experience, skills, knowledge, and abilities necessary for the job.

B. USE OF JOB DESCRIPTIONS

Job descriptions are a mechanism of communicating goals, objectives, values and expectations between employees and supervisors. The job descriptions will contain a general description of the position, essential functions, and additional duties of the job. It should be noted that these elements listed are not entirely inclusive or descriptive of all duties.

The job description shall also contain minimum training and qualifications and the ADA Amendments Act (ADAAA) elements and standards required to perform essential job functions. The minimum qualification standards on job descriptions should serve as norms for applicants coming into the job setting and should also serve as a basis for performance indicators in meeting the expectations of the City for each employment position.

C. USE OF THE CLASSIFICATION PLAN

The Classification Plan may be used:

1. As a guide in recruiting and examining candidates for employment.
2. In determining lines of promotion and developing employee training programs.
3. In determining salaries to be paid for various types of work.
4. In providing uniform job terminology understandable by all City officials and employees and by the general public.

D. ADMINISTRATION OF THE CLASSIFICATION PLAN

In conjunction with the Department Heads and incumbent employees, the Human Resources Department shall be responsible for maintaining accurate job descriptions in the Classification Plan that reflect the duties that each employee performs. Employees and their supervisors shall maintain open communications and dialogue to ensure that job descriptions are reviewed and updated on an annual basis

or as needed. The Human Resources Department will conduct a review of the entire Classification Plan by examining the nature of the position classes and recommending the appropriate changes in allocations or in the Classification Plan itself. This review will be conducted every three (3) years or when feasible as determined by the Human Resources Department and Administration.

SECTION V – COMPENSATION PLAN/ PAY PRACTICES

A. PURPOSE

The City shall maintain a Compensation Plan, which assigns pay ranges to each employment position identified in the City's Classification Plan. The Compensation Plan, is intended to provide fair compensation for all classes of positions in the Classification Plan. The salary of each employee shall be set within those established ranges as approved by the City, within budgeted fiscal resources.

The Compensation Plan is to be used in consideration of pay ranges for other job classes, general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the City, and other factors. To this end, the City may develop comparative studies of factors affecting the level of salary ranges and make recommendations to the Mayor and Board of Alderman, during the budget approval process.

The City shall adhere to the provisions of the United States Department of Labor's Fair Labor Standards Act (FLSA) as applied to Mississippi Municipalities.

B. MAINTENANCE OF THE COMPENSATION PLAN

The Human Resources Department will conduct compensation studies with public agencies that are similar in structure and size. All factors affecting the level of salary ranges shall be reviewed, and recommendations shall be made to the Mayor and Board of Alderman, regarding any proposed changes in salary ranges as needed.

C. USE OF SALARY RANGES

Salary ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class.

Employees are generally hired at the minimum pay rate established for a job classification; however, some employees may be hired at a higher rate depending on their experience and education. Any Department Head, desiring to hire an applicant at a salary rate above the minimum, must submit a written justification to the Human Resources Department for approval. No employee may be paid at a rate less than the minimum of the salary range nor more than the maximum pay range prescribed for the class in which the employee is working as set forth in the Compensation Plan.

D. OVERTIME PAY AND COMPENSATORY TIME

A supervisor may require an employee to work at any time when circumstances require work beyond their regular work schedule. In accordance with the FLSA, non-exempt City employees, with the exception of law enforcement and fire protection personnel, shall be compensated for actual time worked in excess of forty (40) hours in a workweek at the rate of time and one-half. Paid leave such as holiday and personal leave does not apply toward time worked.

Non-exempt employees may elect to receive compensatory time in lieu of overtime pay. Compensatory

time is time off instead of monetary overtime compensation at a rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Employees may accrue up to two hundred forty (240) hours of compensatory time. Non-exempt sworn employees may accrue up to four hundred eighty (480) hours of premium compensatory time.

A non-exempt employee, who has accrued compensatory time, shall be permitted to use such time off within a reasonable period after making a request to use such time, unless such use would unduly disrupt the operations of his/her department and not just cause mere inconvenience.

Records of employee compensatory balances for non-exempt employees shall be maintained in the departments as well as the payroll clerk. Employees requesting compensatory time must record the actual hours worked each workday on the time sheets submitted for payroll. Written approvals and leave requests shall be maintained in the payroll and personnel files.

Each Department Head or designated supervisor shall be responsible for establishing work schedules and work periods for employees within his/her department so as to minimize the amount of overtime pay and compensatory time.

Upon separation of employment, a non-exempt employee shall be paid for documented unused compensatory time. Payment for compensatory time shall be made at the rate earned by the non-exempt employee at the point the employee utilizes the compensatory time.

Non-exempt employees shall work beyond their scheduled number or work hours only when it has been authorized in advance by the Department Head. Any employee who fails to obtain authorization for working beyond the maximum allowable hours shall be subject to disciplinary action. However, no Department Head shall deny overtime pay or compensatory time for work that has already been performed.

Employees affected by a change in their classification from non-exempt to exempt status or from exempt to non-exempt status shall be notified by their Department Head of the change in their status and any overtime pay provisions within thirty (30) days. Any compensatory leave earned as a non-exempt employee shall either be used prior to becoming an exempt employee or banked for future use.

The Fire Chief and Police Chief shall establish written policies on premium compensatory leave and pay calculations for employees engaged in fire protection or law enforcement activities, based on local, state or federal law. Such policies shall comply with the provisions of the FLSA.

E. EMPLOYEE TIME RECORDS

All non-exempt employees are responsible for recording all actual hours worked using the Department's time reporting procedures. These hours are recorded in Kronos (an internet assessable hosted workforce management system) and employees are responsible for accurate input. Employees may not clock in or out for another person. Falsification of timesheets is strictly prohibited and will result in disciplinary action up to and including termination. Department Heads shall review and sign all time records. The following rules shall apply to time reporting procedures for non-exempt employees:

1. Employees are responsible for recording their starting time, quitting time and total hours worked for each work day;

2. Unless permission to do otherwise by the employee's supervisor, no employee may sign in/clock in more than 5 minutes prior to the start of their shift or to sign out/clock out late after their nomal quitting time.

3. Employees shall not remove a time sheet/time cards from the designated employee area or leave the premises

with said time sheet/time card;

4. Employees given permission by their supervisor to leave their job assignment for any purpose besides City business during work hours must sign out/clock out when leaving and sign in/clock in upon returning to work, unless otherwise directed by their supervisor in writing;

5. Employees will be paid from time sheets verified by actual recorded times in Kronos. Any adjustments to the recorded time must be approved by the employees's supervisor.

6. An employee failing to properly sign his/her time sheet/time card must have it immediately approved and initialed by a supervisor or Department Head to insure payment for hours worked; and

7. No unauthorized representative/employee shall mark on another employee's time sheet/time card. Employees that alter another employees' time sheet/time card shall be subject to disciplinary action.

Failure to properly record hours worked may result in not being paid for those hours in question on the time sheet. Continued non-compliance may result in disciplinary action.

F. ON-CALL PAY (Policy 11)

On-call service is necessary for the proper maintenance and operation of certain City services. On-call time is defined by departmental needs, as a period of time in which an employee is required to be available to report to work at the employer's discretion. The designated on-call, non-exempt employee, is expected to be easily reachable and able to report to work within thirty (30) minutes of receiving notification.

In an effort to address appropriate issues for city-wide standardization, the board has adopted the following criteria for those personnel, who are designated as on-call employees:

1. Each department shall designate the time when the on-call status shall commence and end.

2. Each department head is responsible for the personnel, who are designated for such status and their availability in service to the City.

3. Each department head is directed to distribute or rotate the on-call status responsibility in a fair and equitable manner as dictated by the requirements of the department.

4. Department Heads, will ensure they have appropriate and updated contact information, including current phone numbers, for on-call employees.

5. Employees, designated for being on-call, shall ensure they respond, when contacted and report to work within thirty (30) minutes from receiving the notification.

6. Employees, are also restricted from consuming alcohol or other substances that could impair their ability to respond. Each person, who requires medication is charged with the responsibility to report the condition to the supervisor, so that alternate on-call personnel arrangements can be made.
7. Non-exempt employees, who are designated for on call duty shall receive one hundred–twenty ($120.00) for on call pay in addition to the actual number of hours worked.

8. An employee who is not designated to be on call, but is unexpectedly called to work due to an urgent situation after normal working hours, will be paid the minimum of three (3) hours or actual hours worked if it exceeds three hours for each actual trip to the City to address call-in issues. Hours reported will be paid at the overtime rate if appropriate (over 40hrs actual work).

Non-exempt employees (with the exception of departments/divisions that are regularly scheduled to work

twenty-four (24) hour shifts seven days a week) who are unexpectedly called back to their work area, due to an emergency situation on an official **City holiday**, shall receive one hundred–twenty ($120.00) for on call pay; eight (8) hours holiday pay; and shall be paid four (4) hours straight pay for being on call.

The actual time the employee works over his/her standard hours for the work week shall be subject to overtime rate if appropriate (over 40hrs actual work).

For public safety staff, their services are needed 365 days a year. Their holiday benefit, can be used at a later date, at the discretion of the Department Head.

Employees must use a city approved method to log hours, which will then be used as documentation to support changes in the City's time clock system and/or payroll system and will be submitted as part of the City's permanent payroll record. Compensable time and overtime shall not include the time it takes to travel to and from the office or work area by the most direct route.

G. EMPLOYEE PAY

The City makes every effort to ensure employees receive their pay on time. City employees shall be paid generally through direct deposit on a bi-weekly basis, with payday being every other Friday. There are some employees who were hired before the bi-weekly conversion and remain on a monthly basis. Those employees are paid at the end of each month. Employees with questions about their pay should contact the designated Pay Clerk for their department within the pay period in question or immediately thereafter. If a Pay Clerk is not available, contact the HR Department.

Anniversary Increase

All regular full-time employees of the City shall receive receive an anniversary increase based off their hire date in addition to their regular base pay in accordance with the following schedule:

3% ANNIVERSARY INCREASES GIVEN AT YEARS 3, 6, 10, 15, 20, 25

An anniversary increase will take effect at the beginning of a new pay period.

SECTION VI – LEAVE POLICIES

A. HOLIDAYS

The City recognizes the following Holiday's, as designated annually by the Board of Aldermen:

New Year's Day	1st of January
Dr. Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September
Veteran's Day	11th of November
Thanksgiving	Thanksgiving Day

Christmas Christmas Day

These holidays are considered "off days" for most employees, unless a particular department/division of our municipality must operate during these days. If a holiday falls on a day when our municipality doesn't operate, we will observe that holiday on the following business day.
Holiday pay is the regular straight time rate for the number of hours in an average workday.

Employees, whose regularly scheduled day off falls on a holiday shall be entitled to the straight time holiday pay.

When any of these days falls on a Saturday, the preceding day (Friday) will be observed as a holiday. When any of these days falls on a Sunday, the next day (Monday) will be observed as a holiday.

If a City holiday occurs on an eligible employee's vacation day, it may be counted as a holiday instead of a vacation day.

Unless on authorized leave, employees must work their work day before a holiday, and their work day after a holiday, in order to be paid for the holiday.

Employees scheduled or required to work on a holiday shall receive holiday pay and pay for any hours worked on the holiday, or it could be used for straight time pay or compensatory time off, to use on a later date as approved by the department head.

Approved Holidays are subject to change at the Board's discretion. If the Governor of the State of Mississippi designates additional days as paid holidays, the City may designate such additional days as paid holidays for eligible employees, at the Board's discretion.

B. PERSONAL LEAVE

Personal Leave, is provided to all full-time employees, after one month of continuous service. Personal Leave, is earned based on years of service. Please see the chart below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	12 hours	18 days
3 years and 1 months to 8 years	14 hours	21 days
8 years and 1 months to 15 years	16 hours	24 days
Over 15 years	18 hours	27 days

Fire 24 Hour Shift Personnel

Fire personnel, who are regularly scheduled to work twenty-four (24) hour shifts will earn personal leave on a monthly basis, as shown in the accrual schedule below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate

1 month to 3 years	16.8 hours	25.2 days
3 years and 1 months to 8 years	19.6 hours	29.4 days
8 years and 1 months to 15 years	22.4 hours	33.6 days
Over 15 years	25.4 hours	37.8 days

1. There is no limit to the accumulation of earned personal leave.

2. Personal leave may be used for vacations and personal business and shall be used for illnesses of the employee requiring absences of one day or less

3. Personal leave must be used for the first whole eight (8) hours of an employee's illness.

4. Employees are required to complete and submit the appropriate leave of absence paperwork for any absence.

5. An employee may not be granted personal leave in an amount greater than earned and accumulated.

6. Upon termination of employment, each employee will be paid for unused personal leave not to exceed thirty (30) leave days. One day of leave time is equivalent to eight (8) hours for all employees, including policemen and firefighters.

7. Upon termination of employment, unused personal leave in excess of thirty (30) days will be counted as creditable service for purposes of the State Retirement System.

8. Should an employee die having accumulated personal leave credit, the final check for wages or salary for the unused personal leave, up to 30 days will be given to the person designated by the employee for this purpose or, in the absence of such designation, to the beneficiary of such employee as recorded with the Public Employee Retirement System.

9. Requests for personal leave must be submitted in writing to the staff employee's Department Head or designated supervisor in accordance with departmental request procedures, at least 3 days prior to the time requested. A department head may deny a request for leave based on business necessity. Failure to receive approval prior to taking time off and/or failure to return to work at the end of an approved personal leave may be cause for disciplinary action up to and including termination.

C. MAJOR MEDICAL LEAVE

Major Medical Leave, is provided to all full-time employees, after one month of continuous service. Major Medical Leave, is earned based on years of service. Please see the chart below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	8 hours	12 days
3 years and 1 months to 8 years	7 hours	10.5 days

8 years and 1 months to 15 years	6 hours	9 days
Over 15 years	5 hours	7.5 days

Fire 24 Hour Shift Personnel

Fire personnel, who are regularly scheduled to work twenty-four (24) hour shifts will earn personal leave on a monthly basis, as shown in the accrual schedule below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	11.2 hours	16.8 days
3 years and 1 months to 8 years	9.8 hours	14.7 days
8 years and 1 months to 15 years	8.4 hours	12.6 days
Over 15 years	7.0 hours	10.5 days

1. An employee who has used more than three (3) consecutive days/shifts of sick leave must provide documentation to substantiate his/her absence and documentation regarding the employee's fitness to return to work, which must be provided by the doctor or care provider's office.

2. If an employee has requested the use of vacation, compensatory, or personal time and that request was denied by his/her supervisor and the employee thereafter utilized sick leave on the day(s) for which the employee's request for vacation, compensatory, or personal time was denied, the employee must provide documentation substantiating his/her use of sick leave on that day(s).

D. LEAVE DONATION PROGRAM

Any City of Starkville employee may donate a portion of his or her earned major medical leave and/or personal leave to another employee who is suffering from a catastrophic illness or catastrophic injury as defined below, or to another employee who has a member of his or her immediate family, who is suffering from a catastrophic illness or injury, in accordance with the following:

The program allows eligible employees to donate accrued major medical leave and/or personal leave, to assist eligible co-workers who would otherwise be subjected to a loss of income during a continuing absence from work. Participation in the Program is entirely voluntary and is open to all employees, who are eligible to accrue major medical leave and/or personal leave, within the City.

The Program is subject to change without notice, non-grievable and is not subject to any arbitration policy applicable to any employee. Donations must be made in full day increments and are irrevocable. The donated leave can only be credited for future use and not on a retroactive basis. Pay received as donated leave will be treated as earned income.

THE COMPLETE LEAVE DONATION PROGRAM POLICY IS AVAILABLE FOR VIEWIN THE HUMAN RESOURCES DEPARTMENT AND ON THE CITY'S WEBSITE and is hereby expressly incorporated herein.

E. FAMILY AND MEDICAL LEAVE

The City of Starkville recognizes, there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA).

An employee with at least 12 months of service, who has worked 1,250 hours or more for The City in the past 12 months may request protected unpaid leave under our Family and Medical Leave Act (FMLA) Policy. In addition, The City, will comply with any similar applicable state and local laws regarding leave. Where applicable, leave under the City's FMLA policy, will run concurrently with similar leave under applicable state or local law.

- **Parental Leave:** For the birth or placement of an adopted or foster child
- **Personal Medical Leave:** When an employee is unable to work due to his/her own Serious Health Condition
- **Family Care Leave:** To care for a spouse, child, or parent with a Serious Health Condition
- **Military Exigency Leave:** When an employee's spouse, parent, son or daughter (of any age) experiences a Qualifying Exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists)
- **Military Care Leave:** To care for a an employee's spouse, parent, son, daughter (of any age) or next of kin, who requires care due to an Injury or Illness incurred while on active duty or was exacerbated while on active duty.

For the first four reasons listed above, an employee may take up to 12 weeks of FMLA leave in a 12-month period measured backward from the date the employee uses any FMLA leave for these purposes.

For the last reason listed above, an employee may take up to 26 weeks of FMLA leave in a 12-month period that is measured forward from the date the employee's first leave for this purpose begins. The 26 weeks available includes up to 12 weeks of leave taken for the first four reasons listed above.

Note:
If you would like to request FMLA leave, you must provide verbal or written notice sufficient to make your Department Head or the appropriate Human Resources Professional aware of your need for FMLA leave, as well as the anticipated timing and duration of the leave.

Return to Work

Any employee returning to work from an extended leave as a result of a serious injury or illness, extended absence, or from any other health-related circumstance that may call to question their ability to perform the essential functions of the job in a safe and effective manner, must provide a medical release to return to work to the department designee.

A Medical Release must be received by the department designee before the employee will be permitted to return to regular duty.

General Provisions

Failure to Return: Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

Alternative Employment: No employee, while on leave of absence, shall work or be gainfully employed either for himself/herself or others. Any employee on a leave of absence, who is found to be working

elsewhere without permission will be automatically terminated.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

F. CIVIC/COURT LEAVE

An employee, who is summoned or subpoenaed to appear as a party, witness, or juror will be excused from work for the days on which they serve. Employees must notify their manager as soon as they are called for jury duty, so that arrangements may be made to cover work assignments.

If an employee is relieved from duty prior to 12:00 noon, they are expected to report back to work.

Unless otherwise required by state law, an employee will receive the difference between jury duty earnings and regular pay (excluding overtime or other premium payments) for hours they would have worked if they had not been required to report to jury duty.

Pay for jury duty service is subject to a maximum of 5 days.

A copy of the jury duty summons and jury duty check stubs, must be provided to your Department Head immediately (next work day) after returning from jury duty so your pay may be calculated.

G. BEREAVEMENT LEAVE

An employee may take up to five (5) days at 8 hours per day of paid bereavement leave per calendar year for the death of an immediate family member.

Unless otherwise provided, an immediate family member for purposes of this leave includes your spouse/domestic partner, parent (biological, adoptive, step or foster), legal guardian, sibling, child (biological, adoptive, step or foster), grandchild or grandparent, as well as his/her spouse/domestic partner's parent, legal guardian, sibling, child, grandchild or grandparent.

Unpaid leave may be requested for bereavement for other categories of extended family, including but not limited to: aunts, uncles, cousins, nieces, nephews, in-laws and step-family relations. Request for unpaid bereavement leave will be granted based on business need and schedules. If approved by your manager, unpaid leave for this purpose may be subject to the same documentation requirements upon request of management as paid bereavement leave.

H. MILITARY LEAVE

Any employee of the city called to enter the military services of the United States (including the Army, Army Reserves, Army National Guard, Navy, Naval Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, Commissioned Corps of the Public Health) shall be given a leave of absence for the duration of such military service, and upon the termination of such service, the Mayor or Board, shall reinstate the employee in the position he/she held at the time he/she entered such military service, if such position exists. Further, the employee can also continue his/her existing health coverage for the employee and his/her dependents for up to 24 months while the employee is fulfilling military service obligations.

The process for reinstatement of employees returning from military leave begins when the employee notifies the department head or designee of his/her intent to return to work. The following guidelines apply:

1. On the first work day back for employees deployed 30 days or less

2. Within 14 days of the end of service for employees deployed up to 180 days

3. Within 90 days of the end of service for employees deployed 181 days or longer

The returning employee will be reinstated in the position they would have attained had they not been absent for military service, with the same seniority, status and pay.

If the position has been abolished, the employee shall be given a position of equal pay grade and at a salary of not less than that which he/she received before such military service or would have held had he/she not entered such military service. Such employee shall retain all rights and benefits which he/she had under any civil service or tenure law of the city, and shall retain all rights and benefits he/she had under insurance and pension law of the city at the time he/she entered such service for the United States Government, and shall be given credit for the years spent in the military service in computing the time served for pension purposes.

Unless his/her military organization requires a specified time for the training period, the employee shall arrange with his/her Department Head for a mutually suitable time period. Employees shall be granted fifteen (15) days of paid leave for each calendar year for active- duty training.

Every employee returning from military leave shall submit to his/her Department Head proof of the number of days spent on duty.

I. CITY LEAVE/ LEAVE OF ABSENCE

Employees who are not eligible for leave under FMLA and need time off for personal or health reasons, he/she may apply for a personal leave of absence without pay pending the Mayor and Board of Aldermen approval. Personal leaves, are limited to a period of thirty (30) days, in any one calendar year, and service credit shall not be granted for the time of the leave. Accrued leave time and earned compensatory leave can be used.

Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least thirty (30) days' notice. If 30-days' notice is not practicable notice must be given as soon as possible. Employees are expected to complete and return leave a request form prior to the beginning of leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.***

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.***

Leave Request Process: Any employee requesting leave under FMLA should notify the immediate supervisor and contact the City's HR Department. The HR Department will provide information and the necessary documents to the employee to begin the process.

SECTION VII – GENERAL POLICIES

A. DRESS CODE

Personal appearance and manner of dress is an important part of your job responsibilities. Employees are expected to dress and groom in a manner which reflects good taste and which is appropriate for the type of work performed. Since all employees deal with co-workers and the public on a daily basis, personal hygiene is a requirement. Employees should ensure their personal hygiene will not be offensive to others

around them. This includes but is not limited to – scented body products, perfume/cologne, oral hygiene and body odor. Specific dress codes vary based on the position held and whether the job requires the use of a uniform, safety equipment, or safety footwear.

In departments where uniforms are required to be worn, all employees are expected to wear the uniform according to departmental policy. All uniforms are expected to be kept neat and in good condition. Depending on the department an employee is assigned to, the City may furnish a uniform.

Employees who do not regularly meet with the public should follow basic requirements of safety and comfort, but should still be as neat and business-like as working conditions permit.

Administrative employees who deal with the public are expected to dress in a manner that is professional and that projects a positive image for the City.

Employees are required to adhere to the following guidelines.

1. Clothing should be worn and fit in such a manner that it does not expose the abdomen, chest or buttocks areas.

2. Clothing should be free of sexually related references, foul language, or messages that suggest or promote the use of illegal drugs or alcohol.

3. Body piercing jewelry will only be worn on the ear. No other areas of the body should be visible with body piercing jewelry.

4. In keeping with a professional image, visible tattoos shall not be obscene as determined by the Department Head or designee.

5. Employees may not wear halter tops, beachwear, t-shirts (without City logos), sports jerseys, shorts, spandex or other form fitting pants, work-out attire or distracting, offensive or revealing clothes on any day of the workweek.

6. The Department Head or designee may choose to authorize a particular day or day of the week during which casual clothing may be worn. On designated casual days, employees may wear sports jerseys or shirts and blue jeans that are not overly worn, torn or tattered.

An employee who does not meet the standards of this policy will be subject to corrective actions, which may include leaving the work location to correct the dress code violation. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy may be cause for disciplinary action.

B. POLITICAL ACTIVITY

The City believes all employees have a civic duty to cast their votes for candidates and issues as they choose. Employees also have the right to support candidates and issues with their personal efforts and volunteer contributions.

However, no such activity will be conducted during working hours nor at the expense of the City. Employees will not be subjected to coercion, intimidation, or threat of reprisal because of their political activities. Employees scheduled to work during the entire time the voting polls are open shall be granted sufficient time off to vote.

Employees choosing to run for elected office must notify their Department Head who will forward notice to the Human Resources Department.

<u>Running for Office</u>

Any City employee running for an elective and public office must request a leave, i.e., to include vacation leave, personal leave and compensatory time, or leave of absence without pay. Sick leave cannot be used for such purposes. The effective period of such leave would be thirty (30) days prior to active campaigning or the appearance of any conflict in discharge of City duties as an employee.

Winning an Office

A candidate who is successful in winning the elective office is eligible to return to his/her City position until he/she is duly sworn and qualified for the position unless a conflict develops concerning his/her City duties as an employee. If a conflict situation develops concerning the duties of the employee, the employee must resign from his/her job.

Losing an Office

A candidate who is unsuccessful in election to public office may return to his/her position in accord with the conditions of the approved leave.

SANCTIONS

If an employee is found to be participating or otherwise conducting activities which cause conflict in the office of assignment, he shall be subject to disciplinary actions to include dismissal as determined by their immediate supervisor, who would then make a recommendation to the Mayor and Board of Alderman.

C. PHONE CALLS

The use of City phones for personal reasons should be kept to a minimum. Occasional personal phone calls are permitted so long as they do not interfere with the normal routine of business and last no more than five minutes each. Directory assistance should be used only when absolutely necessary and only for city business.

D. GARNISHMENTS AND ATTACHMENTS

Garnishments and attachments create an administrative burden on the City. For this reason, they are looked upon with disfavor and recurrences may result in disciplinary action.

E. PERSONAL FINANCIAL

All employees are expected to meet their personal financial obligations promptly so that creditors will not have to ask for the City's assistance in collecting amounts owed to them. In the event that a garnishment or similar proceeding is instituted against an employee, the City must deduct the required amount as specified by law from the employee's paycheck. Compliance with writs of garnishments and similar orders imposes an administrative and financial burden on the City. Additionally, the failure of an employee to meet his or her financial obligations does not reflect favorably on the City and frequently may cause an adverse effect on the employee's job performance.

No employee will be subject to any disciplinary action for garnishments(s) for any single indebtedness. However, garnishments for more than one indebtedness may result in disciplinary action up to and including termination.

Disciplinary action will not be taken for any wage attachment or garnishment resulting from:

1. Any order for the support of any person issued by a court of competent jurisdiction or in accordance with an administrative procedure, which is established by state law, which affords substantial due process, and is subject to judicial review.
2. Any order of any court of bankruptcy.
3. Any debt due for any state or federal tax.
4. Any garnishment or similar proceeding for which the City does not have to begin deductions because the employee obtains a release prior to the commencement of deductions.

Once payroll deductions are completed for a garnishment or wage attachment through either deduction of the full amount or a duly executed release stopping the deductions, the employee's record will be considered as clear if no further garnishments or wage attachments are received within a twelve (12) month period. However, if additional garnishments are required to be honored within twelve (12) months after cessation of payroll deductions, the employee may be subject to disciplinary action.

Normally, disciplinary action will be as follows:

1. Second incident—Verbal warning (to be documented in personnel file).
2. Third incident— Written warning.
3. Fourth incident— Consideration of Termination.

All discussions and any disciplinary actions as a result of this policy will be handled by the Human Resources Director of the City to ensure the confidentiality and privacy of the employee's information. The City reserves the right to review violations of this policy and may, based on the circumstances, deviate from the disciplinary actions specified above. Such deviation will not be considered as modifying this policy or setting any precedent for other cases.

Questions regarding this policy should be discussed with the Human Resources Director of the City.

F. CITY VEHICLES

The purpose of this policy is to define and describe the usage parameters related to the operation of City of Starkville vehicles by City employees. The purpose of this policy is to:

a) Ensure the safety and well-being of City employees
b) Facilitate the efficient and effective usage of City resources
c) Minimize liability to the City
d) Establish standard requirements and procedures for all City of Starkville employees who drive a motor vehicle including over the road equipment in the course of City business. In this Policy, the term vehicle shall be defined as any motor vehicle including over the road equipment and off-road equipment such as mowers, tractors, bulldozers, etc.

It is incumbent upon all operators of City vehicles to follow all motor vehicle laws and rules of the road, and to operate City vehicles in a safe and courteous manner. It is recognized that this policy may not cover all instances and examples of acceptable vehicle usage. In cases not specifically covered in this policy, the employee is responsible to utilize common sense and seek clarification from their immediate supervisor, Department Head, or the Personnel Office. Failure to adhere to all aspects of this policy may result in the employee being held personally responsible for damages, and may result in disciplinary actions up to and including a recommendation for termination if so determined by the employee's Department Head.

All employees who will drive vehicles at any time during the course of their employment must become familiar with this policy, and will be required to sign a statement that they understand and shall adhere to this policy document before they are granted on-going permission to drive a City vehicle.

All automobiles and other vehicles which are owned by the city, except those used by the Chief of Police, and the Detective bureau of the department of police, shall be distinctly marked as the property of the city by placing signage in a conspicuous place, in such a manner that the same cannot be removed, the municipal device, together with the words "City of Starkville", and the number operating the said automobile or other vehicle.

This policy document applies to all employees who operate City vehicles of any type on either a regular or occasional basis. The City reserves the right to deny any employee the use of a City vehicle and may choose not to indemnify any employee who fails to adhere to the policies and procedures contained in this document.

THE COMPLETE CITY VEHICLES POLICY IS AVAILABLE FOR VIEW IN THE HUMAN RESOURCES DEPARTMENT AND ON THE CITY'S WEBSITE AND IS HEREBY EXPRESSLY INCORPORATED HEREIN.

G. VOICE RECORDERS

It is the policy of the City of Starkville that no City employee shall record a conversation, electronically or otherwise, without first making the fact clearly known to the other employee. The sole exception to this rule is that as part of a criminal investigation and with the authority of the Chief of Police conversations may be recorded for the purposes of criminal investigation

H. SOLICITATION

In order to avoid interference with work, the City, has adopted the following procedure with respect to solicitation and distribution.

It is the policy of the City of Starkville, that no employee of the City of Starkville involve the City's name or its resources, directly or indirectly, in fund raising without prior consent of the specifics of each activity by the Department Head and Mayor.

Solicitation of one employee by another employee for membership, contributions, funds or other purposes, while either employee is on working time is prohibited, unless approved by the Mayor. Working time refers to that portion of the workday in which the employee is performing actual job duties.

Distribution of printed or written literature of any kind on company or client property is prohibited, except in non-working areas during non-working time. Working areas refer to where work is actually performed.

I. TOBACCO POLICY

The City of Starkville, is committed to promoting a healthy environment for its staff and visitors without the hazards associated with tobacco products.

In keeping with the City of Starkville's intent to provide a healthy, comfortable, and productive work environment for its employees, effective February 1, 1998 and amended on September 15, 2009, smoking and the use of tobacco products is prohibited throughout all City of Starkville offices and buildings and vehicles.

The Policy on Smoking and use of Tobacco Products applies to employees during working hours and to the general public when they are on City property.

This policy applies equally to all City employees, clients, contractors, and visitors.

The use of tobacco and non- tobacco products designed and used as a substitute for a tobacco product; including but not limited to cigarettes, cigars, pipes, electronic cigarettes (e-cigarettes), vaporizing devices, smokeless tobacco, snuff and chewing tobacco is prohibited in any enclosed areas of City buildings. This includes, but is not limited to, common areas, hallways, meeting rooms, offices, restrooms, parking lots, all City-owned adjacent property, City vehicles and equipment, as well as any area enclosed by garage type doors on one or more sides when all such doors are completely open.

Tobacco users are responsible for ensuring that all tobacco activity, including the lighting and discarding of cigarettes, takes place at least fifty (50) feet from the doors, windows and ventilation systems of City of Starkville buildings, to avoid infiltration of smoke into the buildings and only during approved break or lunch periods.

The success of this policy depends on the cooperation and thoughtfulness of smokers and non-smokers. All employees are responsible for adhering to and enforcing this policy.

Appropriate signage indicating the City's smoke-free policy will be posted in all City buildings and vehicles.

All materials used for tobacco, including cigarette butts and matches, should be extinguished and disposed of in appropriate containers. Violators of this policy are subject to disciplinary action.

The City's offers a Tobacco Cessation Program for employees covered by the City's health plan. Additionally, the Mississippi Tobacco Quitline is a toll free telephone service that provides personalized support for Mississippians, who want to quit the use of Tobacco. Employees may call the Mississippi Tobacco Quitline at 1-800-QUIT-NOW (1-800- 784-8669) or online coaching is available at http://www.quitlinems.com

Any complaints of City employees violating this policy shall be made with the employee's immediate supervisor or the Department Head.

J. PERSONNEL/HUMAN RESOURCES RECORDS

Personnel records for each employee are kept on file and maintained in a secure manner by the Human Resources Department. The Human Resources Department will maintain employee files containing employment and work history, and records of personnel actions.

In order to keep City personnel records up-to-date, employees must notify their supervisor and the Human Resources Department within ten business (10) days (by completing the appropriate forms) of any change of: name, address, telephone number, marital status, military orders, beneficiaries, dependents, completed education/training, or information for income tax withholding.

The accuracy of these records is particularly important in the case of mailing checks, W-2 forms, insurance payments, sick and accident benefits, etc.

K. BULLETIN BOARDS

City bulletin boards are maintained at numerous locations around the city facilities. Each employee is urged to watch the bulletin boards for notices. Cooperation is needed in protecting the posted material. Any additions or changes to materials posted on the City's bulletin boards must be approved in advance by the Department Head in charge of the facility at which the bulletin board is located. Employees with complaints about the management of a bulletin board should notify the department head. These complaints may include obsolete notices or cluttered boards.

L. NEWS RELEASE

1. It shall be the policy of the City of Starkville to assist newspapers, radio, television and other news media in gathering news that is related to City affairs.

2. Every effort will be made to release current information without partiality. Information will not be withheld or delayed in order to favor any particular news media, representative, or agency. Official records of the City, to include such items as budget information, Board of Aldermen minutes, etc., will be open for inspection to representatives of the press or other news media. In no case will personnel records be made available to members of the news media by the City.

3. Police records, i.e., accident reports, crime reports, and arrest reports, should be made available subject to the limitations imposed by the Federal Privacy and Security Laws. The Police Department, subject to the express authority of the Police Chief, and within the limitations of the Federal Privacy and Security Laws, the Mississippi Code, and rules of the court may release information relative to on-going police investigations or matters of interest. At no time shall a press release take precedence over the primary role of the Police Department, this being law enforcement.

4. Any member of the City staff may release factual information that falls within the scope of his or her responsibility. For example: a police patrolman may release information relative to an accident he is investigating.

5. At no time will any employee of the City other than the Mayor or any Alderman make any statement to the news media relating to City Policy.

6. If the information requested pertains to policy within a department and only that department, the department head, and only the department head will be authorized to release such information. In the event the department head releases information of a policy nature pertaining to his or her department, he or she must notify the Mayor immediately after releasing such information. It would be to the advantage of the department head to discuss matters of policy with the Mayor before releasing any information to the media, if at all possible.

7. Departments having news columns in local newspapers must provide the Mayor and the Board of Aldermen with a copy of the release for their information.

8. During periods of major news happenings of extended durations, such as floods, riots, civil disorder, etc., the City Clerk's Office will receive and furnish copies of all reports pertaining to the incident to the news media.

9. The Chief of Police or his designate will be responsible for issuing news releases pertinent to traffic fatalities to the news media. Names of those involved in fatalities will not be released until the next of kin have been properly notified. Cooperation of the media should be requested in these instances. Consideration should be given to the deadline of various forms of the media in the release of the names of victims of traffic fatalities or other fatalities that may be of interest to the media.

10. All employees shall be briefed by their respective department heads upon employment of this SOP and it shall be the responsibility of each department head to insure that their subordinate employees are familiar with this policy at all times. This is particularly true if employees other than department heads are mentioned in the above SOP.

M. TECHNOLOGY USE AND EXPECTATIONS

The City of Starkville provides access to network resources and the Internet to help you do your job and be well-informed. The facilities that provide access represent a considerable commitment of resources for telecommunications, networking, software, storage, etc. This technology acceptable Usage Policy is designed to help you understand the expectations for the use of those resources in the particular conditions of the Internet, and to help you use those resources wisely.

Computers, the Internet, e-mail and other technology should be used to maximize the City's efforts in serving its citizens. It is every employee's duty to use the City's computer resources and communication devices responsibly, professionally, ethically and lawfully. All employee correspondence in the form of electronic mail, including computers, computer files, software, Internet access, voice mail, texts and other communications, are public records under the Mississippi Public Records Act and may be subject to public inspection under the law.

Use of City owned technology is a privilege that may be restricted or revoked at any time. Users expressly waive any right of privacy in anything they create, store, send or receive using technology and consent to allowing the City to access and review all materials users create, store, send or receive using technology.

Material that is, or could reasonably be regarded as, derogatory or discriminatory on the basis of age, sex, race, color, religion, disability, national origin, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status or any other protected basis in accordance with applicable federal, state and local laws, or is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, displayed or stored by any method of City owned or approved technology.

All City employees are expected to follow the rules, regulations and procedures outlined in the Internet Usage Policy. Employee violations of any of the provisions outlined in this policy and/or the Internet Usage Policy Technology Use Manual may be subject to disciplinary action.

THE COMPLETE TECHNOLOGY USE AND EXPECTATIONS POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

N. Driver's License and Driving Record (MVR) for Employees assigned to Operate City Vehicles or Equipment

Certain jobs within the City of Starkville require the employee to operate City owned vehicles or motorized equipment. Any employee assigned to such job, or any employee who may be asked to operate a City vehicle or motorized equipment including but not limited to tractors, graders, backhoes, etc., must have a valid Driver's License and an acceptable driving record (MVR). This is required for coverage under the City's insurance policy. By accepting a job requiring operation of City vehicles or equipment or by accepting an assignment to operate City vehicles or equipment, the employee agrees to compliance with these requirements and conditions.

It is the responsibility of the Department Head and the Personnel Office to ensure the employee's compliance with these requirements. To ensure such compliance and to protect the City from undue liability, the following guidelines will be used:

1. The City will check the validity of the driver's license and the driving record annually.
2. The City may check the validity of the driver's license and the driving record at any time any reasonable suspicion arises concerning the validity of the license or the acceptability of the MVR. Cases involving reasonable suspicion will be documented and submitted to the Personnel Office in writing. Supervisors and Managers are prohibited from requesting checks without reasonable suspicion.

THE COMPLETE MVR POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, AND IS HEREBY EXPRESSLY INCORPORATED HEREIN.

O. AGREEMENT FOR TRAINING AND UNIFORM REIMBURSEMENT / FOR NEWLY HIRED POLICE OFFICERS AND FIRE FIGHTERS

I understand and agree that, in consideration of my employment with the City of Starkville Police or Fire Department, I will reimburse the City of Starkville for all costs and expenses related to my initial training and uniforms required to become a police officer or fire fighter subject to the following terms and conditions:

1) I agree to serve as a police officer / fire fighter with the City of Starkville for a period of not less than thirty-six (36) months after the completion of my initial training or after my employment date if I am already a certified police officer / fire fighter.

2) I agree that if I should voluntarily leave employment with the City of Starkville or should I be discharged for reasons within my control during my initial probationary period (12 months maximum), I will repay 100% of initial uniform costs, training costs, and expenses incurred by the City of Starkville for my training.

3) I agree that for every month that I leave employment either voluntarily or for reasons within my control after serving more than twelve (12) months of service but prior to serving thirty-six (36) months after initial training or my employment date, if already a certified police officer / fire fighter, I will reimburse the City of Starkville on a one-thirty-sixth (1/36) per month(s) remaining pro rata share for all costs and expenses related to my initial training and uniforms provided by the City of Starkville.

4) I understand and agree that I will be responsible for the actual costs and expenses incurred on my behalf by the City of Starkville and I will reimburse this amount or the appropriate percentage pursuant to the terms and conditions of this agreement. (See section 4A attachment *for itemized cost of uniforms and training related costs*.)

5) I agree that my resignation, for whatever reason, shall be prima facia evidence that I left employment with the City of Starkville voluntarily. In the event of the termination of my employment, the Human Resources Director of the City of Starkville shall review such termination and shall render the decision as to whether such reasons were within my control, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

6) I understand and agree that this agreement does not constitute an employment contract and that the City of Starkville reserves the right, as employer, to reassign, discipline or to terminate my employment at its will or in accordance with departmental and City of Starkville Policies, Rules, and Regulations. I also understand that this agreement does not grant me any special rights or benefits from the City of Starkville and does not require the City of Starkville to offer me a position as a police officer or fire fighter nor to continue my employment in such position if already employed. I understand that this agreement does not alter or affect any other terms or conditions of my employment with the City of Starkville.

7) I agree that the City of Starkville, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the City of Starkville, to the extent allowed by law, to offset against any training and other employment related expenses (per section 4 above) that I would be obligated to reimburse the City of Starkville. I agree to repay any outstanding expenses for which I may be responsible to the City of Starkville at the time of my resignation.

8) I agree that if it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by the City of Starkville including attorney fees.

P. CITY EMPLOYEE TRAVEL POLICY

This policy is adopted to comply with the Office of the State Auditor requirements for Official Travel and Travel Advances found in the Municipal Audit and Accounting Guide.

The City of Starkville provides reimbursement to City employees, who are required to travel on City business. It is the policy of the City, to reimburse employees/officials for the reasonable expenses incurred when attending an authorized meeting, training or conference. Departments must ensure that the Reasonable Cost method, issued for approval and reimbursement for these events.

1. Pre-approval by the Board of Aldermen is required for all out-of-state travel by elected officials or municipal employees traveling on city business, if the cost of such travel exceeds $2,000. The cost of the travel is to be determined on a person by person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.

2. Pre-approval by the Board of Alderman is required for all over-night travel for city designated purposes by municipal employees whether in-state or out-of-state, if the cost of such travel exceeds $2,000. The cost of the travel is to be determined on a person by person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.

3. In the rare event of an emergency situation or a matter of critical significance to the city where it is impossible to secure the pre-approval of the Board of Aldermen for, such travel that exceeds the aforementioned $2,000 amount, any such required travel may be approved by the Mayor or, in his/her absence or unavailability the Mayor Pro- tempore and if any such travel approval is granted, the Board of Aldermen shall be notified that such has occurred and the matter explained at the next scheduled board meeting to include authorization for the reimbursement of expenses incurred.

4. Any request for in-state or out-of-state travel where advanced will be requested will be provided to the board with the details of the travel provided with the specificity as required and in accordance with the applicable state instructions. The applicable state statute §25-3-41 will be incorporated by reference into this travel policy. No per diem allowance shall be made for regular meals provided as a part of the registration cost for the official event, or if the hotel includes complimentary breakfast, whether or not the employee partakes of the meal provided.

5. In accordance with the past and accepted practice, the Board of Alderman authorizes an additional vicinity travel amount up to twenty-five (25) miles per day for any trip that necessitates such travel to and from the sites in conjunction with the purpose of the trip and that is part of a travel request approved by the board. Where such travel deviates by more than the above described mileage, those requests for modifications for accommodations

and travel expense must be approved by the Board of Aldermen. Such requests shall reflect either a cost savings to the city or an equivalent cost before it will be considered by the Board for approval. In all cases the state travel reimbursement guidelines will be followed.

6. Travel expenses and/or advanced travel expenses will be reimbursed in accordance with the Department of Finance and Administration (DFA) maximum meal reimbursement amounts and the mileage rates in effect as of the time that the travel occurred.

7. Travel advances may be made with the prior approval of the Board of Aldermen. This approval is to be contingent upon:
   - Compliance with the rules and regulations of the Office of the State Auditor
   - Compliance with the Department of Finance and Administration's daily limits on expenditures for meals
   - Compliance with section 25-3-41, Miss. Code Ann. (1972)
   - Compliance with the City's requirements for the travel authorization and documentation

   Travel advances must be accounted for within five (5) working days of the end of the month in which the official travel occurred. All travel advance money not used for travel related expenditures must be repaid to the municipality. The forms required must be completed and submitted to account for all money not refunded. Actual receipts must be provided for all travel expenses, except travel in personal vehicles. Any meals provided by other sources will be reflected in the per diem reimbursement.

   Travel Advances will include registration, hotel accommodations, and travel. Travel should be in a City vehicle when available. Meals will be reimbursed upon submission of receipts, not to exceed the daily limits as set by the MS Dept of Finance and Administration.

8. The Mayor, in the case of employees at the department head level or with department head status, and the department heads, in the case of departmental employees, is authorized to approve travel in accordance with the following dollar amounts. The Mayor is authorized to approve travel (inclusive of all costs, i.e. schools, airfare, meals, etc.) not to exceed $2,000; department heads are authorized to approve travel (inclusive of all costs, i.e. schools, airfare, per diem, etc.) that does not exceed $1,000.

9. The Mayor is authorized to travel in-state as conduct of thier official duties requires.

Q. SAFETY

Your safety is extremely important. Your supervisors are responsible for ensuring that you have safe working conditions and equipment. However, being safe involves more than just having safe working conditions - it involves your participation. You must exercise safety awareness and the need to be constantly on the alert for unsafe conditions or any situation which may lead to an injury to you or your fellow employees.

- Safety awareness means you look out for yourself and the people working with you. You are expected to know and to observe all the safety rules relevant to your job and work area as reviewed with you by your immediate supervisor.

- Always exercise reasonable care while on the job.

- Become familiar with any emergency instructions posted for your work unit and with all of the exits for the area where you work. Report any unsafe conditions to your immediate supervisor or the Department Safety Coordinator.

R. KEY POLICY

The City of Starkville key control policy is established for the purpose of promoting a secure environment and for maintaining a comprehensive system, to efficiently manage the dissemination of keys throughout the City. Individuals may be authorized to receive keys to conduct their work while limiting access where appropriate so as not to compromise security. It is necessary to maintain key control to uphold the integrity of office and building security. This policy describes the procedures by which control,

dissemination, use, and possession of keys to City facilities will be managed. The City's City Clerk's office will gladly assist City departments with key control and facility access procedures.

SECTION VIII – COUNSELING, DISCIPLINE AND GRIEVANCE PROCEDURES

A. COACHING/COUNSELING

Supervisors are expected to provide timely and appropriate feedback to employees when performance tasks or behavior becomes a concern. This feedback is usually verbal, specific and held in a confidential setting. If a pattern of poor performance continues, or if an employee is unaware or needs clarification of a procedure, policy or process the manager may document the concerns. The documentation, is not considered to be discipline, but failure to make improvements or continued lack of understanding may require a Performance Improvement Plan (PIP) and/or will begin the Progressive Corrective Action Process.

A rule violation which reflects a work performance, conduct, or attendance problem may be the subject of a documentation. The objective is to communicate to the employee that a problem exists and develop effective solutions to the problem. The manager will maintain a copy of the documentation in the supervisor's departmental file and forward the original to Human Resources for inclusion in the employee's personnel file. If documentation is administered, the supervisor shall provide follow up documentation within six (6) months, no later than to track progress and document performance improvement or continued areas for improvement.

Performance Improvement Plan (PIP)

The Performance Improvement Plan (PIP) is a proactive approach to identifying, analyzing, and addressing performance issues before they deteriorate to the point of necessitating corrective action. The PIP is designed to facilitate constructive discussion between an employee and their manager and to clarify the work performance to be improved. A PIP is not a required part of the Progressive Corrective Action Process. A PIP may be used as a coaching tool for employees with performance concerns that do not warrant the Progressive Corrective Action Process, or may be used in conjunction with the Progressive Corrective Action Process if additional assistance is necessary in assisting the employee to meet performance objectives. The Human Resources Director or designee may be consulted in the development and implementation of a PIP as needed.

1. The PIP process should address performance discrepancies, provide the employee an opportunity to improve his/her performance, and monitor progress throughout the established improvement period.

2. The goals and objectives of the PIP should be measurable, specific, achievable, relevant and time-bound.

3. While a PIP is in place, the supervisor will meet with the employee on established periodic review dates to discuss progress made toward stated performance goals and objectives.

A PIP will remain in effect for the length of time deemed appropriate based on the improvement goals and standards necessary to meet a satisfactory level of performance, which generally should not exceed ninety (90) days. A PIP will remain a permanent part of the employee's official personnel file.

B. DISCIPLINARY ACTIONS

Disciplinary action is necessary from time to time, in order for the City to operate in an effective and efficient manner. In most cases The City of Starkville will follow a four step Progressive Corrective Action:

- Verbal Written Warning
- Written Warning(s)
- Final Written Warning
- Suspension, without pay or Termination, approved by the Board of Alderman

This system of progressive corrective action is used to bring unacceptable conduct or failure to meet performance standards and expectations to the employee's attention and seek a solution that will lead to the employee's success.

Please keep in mind that the City has no obligation to use any one or more of these steps of discipline prior to discharging an employee. Based on the seriousness of the infraction, or in the case of severe misconduct, your manager may omit or skip any of these steps.

When it becomes necessary to enforce these standards of conduct, it will be the policy of the City of Starkville to insure the fair treatment of all employees.

Any employee who feels that discipline has been unfairly administered is encouraged to use the City's grievance procedure.
It will be the duty of all department heads to document or have documented employee misconduct.

The following is a representation but is not an exclusive list of the kinds of misconduct that can result in disciplinary action. Although the City may through the Mayor and Board of Aldermen, impose a lesser penalty, a violation of any one of the following rules may result in immediate discharge: (**Any one of the following will be a permanent blemish on the employee's personnel record; however, they will impact employment decisions only if they are less than twelve months old or reflect repetitive misbehavior**)
Disciplinary action up to and including dismissal may be taken for any just cause including, but not limited to, the following:

1. Conviction, plea of guilty or *nolo contendre* of a felony or misdemeanor or any activity that is inconsistent, incompatible or in moral, legal or technical conflict with the employee's duties, functions and responsibilities as a City employee

2. Possession or use of a firearm or illegal knife as defined by Mississippi law, explosive, and other prohibited weapons of any kind, while on City owned, leased, or controlled property, or while operating City owned, leased, or controlled vehicles is prohibited, unless the employeeis a duly authorized law enforcement official, or unless he/she is otherwise authorized according to state law.

   Under Mississippi law, however, employees who have valid handgun carry permits are allowed to bring a firearm and ammunition onto the City's parking lot provided that the firearm and ammunition are kept in the employee's vehicle in accordance with Mississippi. Code Ann. § 45-9- 101.

   The firearm and ammunition, however, may not be removed from the vehicle while it is on City property. Removal of the firearm and ammunition from the vehicle may result in discipline, up to and including immediate discharge unless the employee is in compliance with state law. The City will not discharge or take any adverse employment action against an employee who is in compliance with § 45-9- 101 (a) or 97-37-7.

3. Unlawful manufacture, distribution, dispensation, possession, sale, purchase or use of illegal drugs, controlled substances, or alcohol while on the job, on City owned or leased property or while operating City owned, leased, or controlled equipment or vehicles.

4. Theft, unauthorized removal, wrongful possession, or deliberate destruction of property, merchandise, equipment, or possessions belonging to citizens we serve, fellow employees, or the City.

5. Embezzlement, dishonesty, falsification of records or willful misrepresentation of facts, including grievance forms.

6. Fighting with abusive or threatening conduct or speech, physical violence or disturbance toward any citizen we serve, fellow employees or supervisors on City property or at any place at which work is being performed by or for the City.

7. Disruptive actions while interaction with co-workers where employee moral is harmed or degradation of the work environment is experienced due to an employee's attitude or disposition toward the work place, his /her coworkers and his/her supervisor. Disrupting the work place will not be tolerated.

8. Destruction, abuse, removal or attempted removal of property or materials of the City or of another employee.

9. Insubordination or refusal to obey or willful failure to carry out verbal or written instructions of supervisory personnel.

10. Falsification or alteration of any official document, form or City record including time records, employment application, etc.

11. Absence from work for three (3) consecutive scheduled workdays, without directly notifying your department head or supervisor. This form of separation will be considered and reported as a voluntary resignation.

12. Acceptance of money or other valuable consideration given with the intent of influencing an employee in the performance of their official duties.

13. Any violation of section G, under general policies, regarding fund- raising activities and solicitation. The unauthorized distribution of literature and/or soliciting during working hours and during working time.

14. An additional violation of any City rule or policy after receipt of two (2) previous written warnings within the preceding twelve (12) months, unless it is a violation of Safety Policy and falls under those guidelines.

15. Failure to report reasons for absence or tardy on a timely basis and / or disregard for department time reporting procedures.

16. Excessive absenteeism or tardiness.

17. Violation or failure to follow the guidelines in this Guide or any department or City policy, procedure, ordinance, rule, regulation or law or violation of any applicable state law, rule or regulation subject to the provisions of these personnel policies

18. Improper use of a position of authority for personal gain or advantage.

19. Discourtesy of false or malicious information about the City, employees or the citizens we serve.

20. Failure to properly punch a time card.

21. Failure to report for work or leaving work early without a satisfactory reason and without notifying your supervisor. Unauthorized absence from the work area or unauthorized extended lunch or break periods.

22. Willful and negligent violation of safety rules.

23. Becoming delinquent in the payment of taxes, assessments or other obligations owed to the City.

24. Violation of the City's Policy on Smoking and the Use of Tobacco Products.

25. Incompetence or inability to perform duties of position.

26. Inefficiency or negligence in the performance of one's duties, abusive or negligent use of tools or equipment and/or careless or blatant waste of materials.

27. Improper parking of motor vehicles, reckless driving, speeding, and violation of motor vehicle laws while operating City vehicles or personal vehicles while conducting City business.

28. Sleeping during working hours.

29. Substantiated acts of willful harassment including such conduct as slurs, jokes, intimidation, or other verbal or physical attacks upon a person for any reason.

30. Substantiated acts of discrimination that denies equal treatment in all terms, conditions, and privileges of employment as defined by applicable Civil Rights Laws.

31. Engaging in conduct or acting in any manner, on or off duty that is unbecoming a public employee.

32. Failure to wear appropriate uniform/clothing or appearance on the job in consideration of safety, sanitation, and public contact.

33. Posting unauthorized notices on Bulletin Boards.

If an incident involves an employee violating more than one of these rules, the incident may result in more than one warning report.

DISCIPLINARY ACTIONS – SERIOUS OR REPEAT OFFENSES

The Progressive Corrective Action process does not eliminate the need for more punitive actions if the employee fails to make needed changes in his/her work performance. The circumstances surrounding an offense, such as the severity of the misconduct, the number of times it has occurred and any previous counseling, may suggest what action may be taken.

No City employee may be demoted, suspended or dismissed for political reasons or for any other unjust or arbitrary cause, or because of age, sex, race, color, religion, disability, national origin, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status or any other protected basis in accordance with applicable federal, state and local laws. This provision may not be interpreted to prevent the separation of an employee because of lack of funds or curtailment of work.

The Mayor or Department Head may, for just cause, discipline any City employee. Such disciplinary action may include demotion, suspension and / or dismissal. Unless otherwise provided in this Section, punitive suspension shall not exceed thirty (30) calendar days. The Department Head shall consult with the Human Resources Director or designee when disciplinary actions such as demotions, suspensions or dismissals may be warranted. Any recommendation for demotion, suspension or termination of a City employee shall be reported to the Mayor and Board of Alderman.

DISCHARGE

If the Department Head determines that the employee's conduct is such that discharge is necessary, the Department Head will;

1. Notify the employee in writing that the Department Head is recommending to the Board of Alderman that the employee be discharged

2. Upon receipt of the letter from the Department Head, the employee's time frame for starting the grievance process under grievance procedures is triggered

3. If the employee has followed the grievance procedure, then the recommendation and the employee's grievance will be heard at the next Board meeting.

4. The discharged employee shall be notified by the City Clerk when and where the Board will meet so that the employee, if he or she desires, may attend the meeting. If the employee so wishes, representation by someone other than the employees shall be allowed.

C. GRIEVANCE PROCEDURES

REASON FOR POLICY:

To provide employees with a clear, efficient, and transparent grievance process when resolution through informal means has not resolved the concerns.

RESPONSIBLE OFFICE:

For questions about this policy, please contact the Office of Human Resources.

POLICY:

Employees may have occasional problems or issues affecting their work-related activities and it is important to resolve these as soon as possible. The City encourages employees to resolve disagreements respectfully through informal, frank, and open discussion. Human Resources is a resource available to assist with informal resolutions. However, the City also recognizes that occasionally more formal processes are needed.

The employee grievance process establishes procedures for the fair, orderly, and timely resolution of problems or complaints using a thorough review process. The Human Resources Office will maintain procedural guidelines and forms for the employee grievance process.

PROCEDURE

OVERVIEW:

This procedure establishes the process for the fair, orderly, and timely resolution of grievances raised by employees. Employees shall not be discriminated or retaliated against for exercising their rights under the grievance process.

GRIEVABLE ISSUES:

An employee may file a grievance related to the following:

- An adverse employment action, including but not limited to discipline, recommended discipline, and involuntary separation;
- City action or inaction that is negatively impacting the employee's work environment;
- Discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin or sex;

- Any allegation that he or she has been or is being adversely affected by an improper application or interpretation of a rule, regulation, policy, or procedure that is not specifically excluded below.

It is important to understand that in order to file a grievance, the employer's actions or inactions must have adversely impacted the grieving employee.

The following complaints are non-grievable issues:

- Establishment and revision of wages or salaries, position classification or general benefits affecting multiple employees;
- Work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the job content;
- The contents of established personnel policies, procedures, rules and regulations;
- Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly;
- An adjudication by the Board of Aldermen of employee discipline if the employee fails to grieve the recommendation of discipline by the employee's Department Head with the employee receiving notice of the right to grieve such action.

If an employee knows of a violation of city policy or the law, but is not being harmed by the violation, the employee should call the Office of Human Resources (HR) and report it immediately.

INFORMAL RESOLUTION:

Regular and effective communication between supervisors and employees reduces the likelihood of misunderstanding and conflict. The City expects and encourages supervisors and employees to communicate openly and regularly so that potential issues are addressed at the lowest level possible. Supervisors, in particular, are encouraged to avail themselves and work with HR for training opportunities on matters of communication, equity and inclusion, performance management, and other human resources topics to enhance their supervisory skills.

Before initiating Step 1 of the grievance process, the employee is encouraged to make at least one attempt to resolve the issue informally, if possible. Facilitation assistance for this informal resolution is available through HR. Informal processes are not appropriate, however, if the underlying allegations are related to violence, intimidation, a hostile atmosphere, or other violent actions.

FORMAL RESOLUTION - FILING A GRIEVANCE

Formal grievances may be filed on any of the issues noted above.

All grievances must be in writing and must include at least:

- The basis for the grievance, including: the policy, rule, or law provision that the grievant believes to have been violated, the circumstances that are negatively impacting the grievant, or the personnel action being grieved.
- A statement describing the nature of the grievance, the approximate date(s) of the events giving rise to the grievance, the names of identifiable persons involved, and any other information the employee believes should be considered.
- Whether a meeting with the decision-maker is requested.
- A recommendation for resolution.

Employees cannot file multiple grievances relating to the same incident or underlying facts. Unless the facts become known after the grievance is filed, all relevant facts should be included in the underlying grievance. The parties may agree to terminate a grievance after it has been initiated.

CONFIDENTIALITY:

To the extent possible, the city will protect the confidentiality of grievants, witnesses, and accused parties and, if information is disclosed, will disclose it on a need-to-know basis. However, it is important to understand that in order to investigate the matter and provide notice of the underlying allegations and an opportunity to respond, the city may often need to reveal the identity of the grievant and relevant witnesses.

TIME LIMITS:

Employees must file a grievance no later than three (3) working days from when the employee knew or reasonably should have known about the incident or problem giving rise to the grievance.

If an employee fails to observe the time limits established for any step, the grievance will be considered satisfactorily resolved and time barred.

GRIEVANCE STEPS:

Step 1: Immediate Supervisor

- An employee shall present a grievance to his or her supervisor in writing, on the form provided by the Human Resources office, and within the time limit outlined above.
- The supervisor shall meet with the employee and provide a response to the employee in writing within three (3) working days of receiving the grievance.
- If the employee or supervisor believes that the supervisor has a conflict of interest in hearing a step 1 grievance, either party may consult with HR to determine if an alternative decision maker is appropriate for step 1. HR's decision is final.

Step 2: Department Head

- If the employee is not satisfied with the supervisor's response, the employee must write in detail why he/she does not agree with the supervisor's response prior to moving to the next step.
- If the employee is not satisfied with the decision at step 1 or if the employee is allowed to proceed directly to step 2, the employee may present the written grievance and the step-1 decision maker's decision to his/her Department head, or designee, within 2 working days of the issuance of the decision at step 1.
- The Department Head shall provide a response in writing to the employee within three (3) working days.

Step 3: Discussion of Grievance with Human Resource Director

- If the employee is not satisfied with the Department Head's response, the employee must write in detail why he/she does not agree with the Department Head's response prior to moving to the next step.
- If the employee is not satisfied with the decision at step 2 or if the employee is allowed to go directly to step 3, the employee may appeal the Department Head's response by submitting the grievance form to the Human Resource Director, or his/her designated representative, within three (3) working days after the Department Head's answer was received or due.
- The Human Resources Director will provide a response in writing to the employee within three (3) working days.

Step 4: Petition Mayor and Board of Alderman to Consider Grievance

- If the employees is not satisfied with the Human Resource Director's response, the employee must write in detail why he/she does not agree with the Human Resource Director's response prior to moving to the next step.
- If the employee is not satisfied with the Human Resource Director's response or the Human Resource Director does not respond within three (3) working days, the employee may file a copy of the grievance with the City Clerk within three (3) working days after the Human Resource Director's response was received or due.
- The City Clerk shall then place the grievance on the next available agenda of the Board of Aldermen. The Board shall act on the grievance at its next regular or recess scheduled meeting if the grievance is filed, after the conclusion of all the preceding steps, at least three (3) working days prior to the meeting. For example, for the grievance to be heard by the Board of Aldermen at 5:30pm on Tuesday, it must be filed in the City Clerk's office by 5pm the preceding Thursday.
- The aggrieved employee shall be notified by the City Clerk when the grievance is set before the Board of Aldermen so that the employee may appear and be heard.

MISCELLANEOUS:

The aggrieved employee shall be paid for the time off attending the Board meeting if it is held during working hours, unless the employee's termination has been recommended or the employee has been suspended without pay. The City shall within three (3) working days after the Board meeting, give the employee the answer of the Board in writing and shall file a copy of the answer with the Human Resources Department. The decision of the Board of Aldermen shall be final and binding on all parties concerned.

When a grievance is decided in favor of the employee at any of the administrative levels set out above, the award shall be retroactive to the date of the action that caused the grievance.

Discrimination or retaliation against employees, who filed grievances shall not be tolerated and shall be in violation of the personnel rules of the City. The person or persons responsible for discriminatory practices shall be subject to disciplinary action by the Department head, or the Board of Aldermen, as the case may require.

Supervisory personnel shall apply previous decisions of the Board of Aldermen to all similar situations to eliminate the filing of grievances.

All correspondence required by the above procedure shall be placed in the aggrieved employee's personnel file, and upon request, a copy shall be supplied to the aggrieved employee/or his authorized agent.

City time cannot be used in any manner for defense of a grievance except when a Board hearing is actually scheduled during a grieving employee's work time.

If scandalous or indecent matter is inserted in any grievance or if frivolous and untrue matter is inserted in a grievance, the Board may choose upon motion of the offended party to enhance the punishment originally assessed after hearing of the grievance.

SECTION IX – FIRE DEPARTMENT & POLICE DEPARTMENT

A. Please see Fire Department or Police Department Manual

B. RESIDENCY REQUIREMENT (Firefighters and Police Officers)

Due to the emergency nature of these positions, it is imperative that firefighters and police officers reside

within 40 miles of Oktibbeha County. All such employees must meet this requirement within six months of regular full-time employment with the City of Starkville.

C. POST-OFFER REQUIREMENTS / PHYSICAL

Following a conditional offer of employment, successful completion of a post-offer employment physical shall be required for all Public Safety candidates, to determine whether prospective employees can perform the essential functions of the position offered. The physical may require various components depending on the requirements for the position.

Prospective employees who are unable to successfully perform the essential functions tested for in the medical examination shall have their offer of employment by the City withdrawn if they:

1. Cannot perform the essential functions due to a disability that cannot reasonably be accommodated.

2. Pose a direct threat to themselves and/or others.

In-service promotional candidates may be required to successfully complete a post-offer physical examination, based on the requirements of the position.

All candidates shall be required to successfully complete a background check. The specific components of the background check will be based on the requirements for the position. In- service promotional candidates may also be required to successfully complete a background check if the position requirements exceed the requirements of the current position.

All City employees may, during their employment, be required to undergo an initial and/or periodic examination to determine their physical and mental fitness to continue to perform the work of their positions. As a condition of employment with the City of Starkville, participants of the Fire and Police shall be required to participate in periodic screening tests or examinations relating to heart and lung conditions, such as but not limited to cholesterol tests, blood pressure checks, pulmonary function tests, and blood tests. If any screening examination suggests the need for a more complete medical evaluation, the employee shall be scheduled for a fitness-for-duty examination by a physician selected by the City.

Potential Exams:

Examinations may be held to establish eligibility and fitness and may consist of one or more of the following types of examinations, as determined by the Human Resources Department and Department Heads:

1. Written/Knowledge-based Test – this test, when required, shall include a written demonstration designed to show the applicant's familiarity with the knowledge involved in the class of positions to which he/she is seeking employment.

2. Physical Agility Test –this consists of job-related tests of bodily conditioning, muscular strength, agility, and physical fitness of job applicants for a specific position. This test may be given a weight in the examination process or may be used to exclude from further consideration applicants who do not meet the minimum required standards.

CITY of STARKVILLE
ACKNOWLEDGMENT OF RECEIPT OF THE
EMPLOYEE HANDBOOK

HANDBOOK ACKNOWLEDGEMENT

I understand that I am responsible for reading this handbook, familiarizing myself with its contents, and adhering to all of the policies and procedures of the City of Starkville, whether set forth in this handbook or elsewhere. If I have a questions regarding the interpretation of these policies, procedures and guidelines, I will contact my immediate supervisor or the Human Resources Department for clarification

The policies, procedures and benefits described in this handbook are not conditions of employment and this handbook does not create an implied contract between the City of Starkville and its employees. Rather, this handbook is an overview of policies related to my employment with the City of Starkville.

I understand that the City of Starkville, reserves the right to modify this handbook, amend or terminate any policies, procedures or guidelines described in this handbook or employee benefit whether or not described in this handbook at any time, with or without notice. By accepting or continuing my employment with the City, I agree to comply with any such changes as the City may implement and no further consent from me shall be necessary

I acknowledge that I have read the information within this handbook.

--- ---

Employee Name (printed) Date Employee Signature Date

Supervisor Signature Date

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 02, 2021

SUBJECT:

Consideration of approval of FY 2021-22 salary adjustments for employees identified in the proposed increase cost data sheet that resulted from the pay study conducted by the Stennis Institute of Government and Community Development at Mississippi State University.

AMOUNT & SOURCE OF FUNDING:

If the rates go into effect on November 02, 2021 the amount would equal $259,124.73 from the General Fund and $186,660.16 from the Enterprise Funds for fiscal year 2021-22.

Increases will take effect on November 05, 2021.

AUTHORIZATION HISTORY:

The Board of Aldermen approved for the Stennis Institute to conduct a pay study with the objective of developing a pay plan that is equitable to the employees of the City.

REQUESTING DEPARTMENT:

Mayor's Office and Human Resources

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of FY 2021-22 salary adjustments for employees identified in the proposed increase cost data sheet that resulted from the pay study conducted by the Stennis Institute of Government and Community Development at Mississippi State University.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 02, 2021

SUBJECT:

Consideration and approval of the restructuring of the Human Resources Department.

AMOUNT & SOURCE OF FUNDING:

Please see the attached data and information sheet for details. Reorganization will be budget neutral.

FISCAL NOTE:

No cost impact. Funds are included in the fiscal year 2021/22 budget.

AUTHORIZATION HISTORY:

The Human Resources Department is proposing a restructure to accommodate the ever growing demands of the City in a responsive and efficient manner while looking to the future in the development of departmental leaders in the Department and succession planning for day to day management.

This reorganization provides a more efficient work environment.

REQUESTING DEPARTMENT:

Human Resources Department

DIRECTOR'S AUTHORIZATION:

Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of the restructuring of the Human Resources Department.

Introduction:

When changes occur in a department it provides the opportunity to look at the staffing structure to see where adjustments can be made. This reorganization proposal will increase efficiency and optimize effort with the resources currently available.

Purpose:

The purpose of this reorganization is to enhance collaboration, create efficiencies, improve accountability, deliver better results, modernize the Human Resources Department, and meet the demands and expectations of this department and the City of Starkville community.

This reorganization will help with several of Human Resources' greatest issues facing the current hiring and employer environment, and it is intended to ensure maximum effectiveness and efficiency in serving future and current employees. While the effort may not remove all minor encumbrances, it will aid in transitioning the department and City into a modern era for Human Resources.

The proposal is meant to expand roles and responsibilities of existing positions. These recommendations may seem minor, however several of the recommendations will provide a pathway by which the organization can align similar City services into employee teams that will allow for the use of personnel more effectively, thus delivering better results. In addition, these changes will allow for additional efficiencies, which will provide the Department with the opportunity of undertaking projects and programs that otherwise would remain unserved.

Background:

The Department currently consists of 3 full-time employees (FTE). The Human Resources Department has not received an evaluation for its organizational structure since 2016 and with the changing Human Resource environment, it is necessary to provide an updated departmental evaluation. A recent vacancy in a key management position provides the opportunity to evaluate the department's organizational structure. The Human Resources Director believes these changes will improve many aspects of the department's operations, including more effective service delivery.

With the aforementioned information in mind, the following challenges and recommendations should be considered:

Challenges:

Human Resources has evolved greatly in the past decade, and so have the needs of our employees and the necessary programs to support their needs.

- Current Human Resources Staff members are not assigned appropriately or equitably for optimal effectiveness.
- Some processes are not well defined, and are often inconsistent.
- Duplications of tasks exist across the Human Resources and City Clerk's Department.
- The Payroll Clerk reports to the City Clerk. This structure dates back several years, but payroll is considered to be a Human Resources responsibility in many other organizations and is traditionally based in HR Management.
- Often, employees are confused about who to call and where to go for services.

As a result of these challenges, the organizational objectives should include the following:

- Achieve more appropriate management and supervisory spans of control.
- Identify more appropriate alignment opportunities.
- Maximize staffing capabilities.
- Update job classifications and/or determine appropriate job classification to more accurately portray appropriate information for the current HR environment.

Recommendations:

Based on an analysis of the current organizational structure and organizational needs, this proposal would implement the following reorganization within the Human Resources Department:

Recommended Changes:

- Combine job functions of the Administrative Assistant and the Assistant Human Resources Director.
- Reclassify the Assistant Human Resources Director position to become Human Resources Generalist.
- Reclassify the Human Resource Generalist/Training Coordinator position to become Human Resources Manager and repost the position.
- Eliminate the Administrative Assistant position and reclassify the position to become the City Payroll Clerk

Staffing Reorganization:

- Move payroll from the City Clerk's Office to the Human Resources Department.
- Move the intern position, which currently is in the Mayor's Office to the Human Resources Department.
- The current part-time Payroll Clerk, will remain in the City Clerk's office, but will transfer into a part-time Receptionist position that is currently vacant. Effective January 2022.

This proposal is not meant to be interpreted as anyone or any function being demoted or diminished. The goal is to attain more cooperation and collaboration among departments, while decreasing existing inefficiencies and ineffectiveness within the current organizational structure.

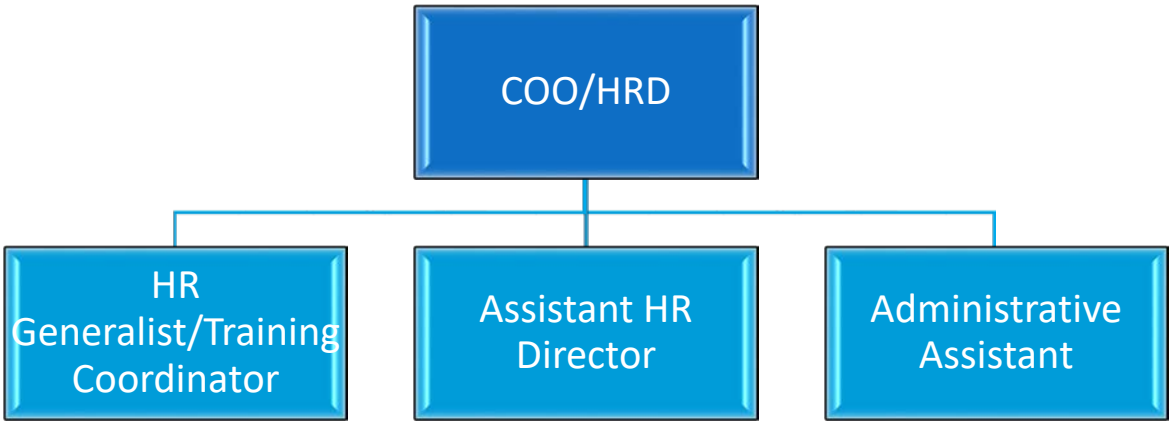
Financial Impact:

Please note that the department's overall budget will not increase and that no additional funding in the adopted FY 21-22 budget is necessary to implement these recommendations:

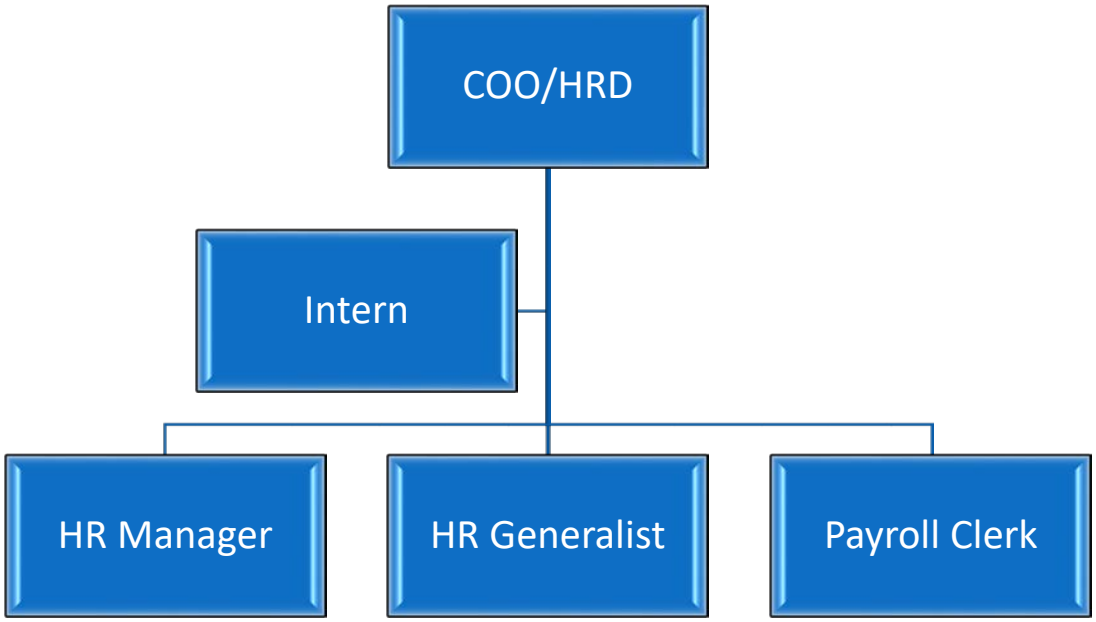
Current	Salary	Proposed	Salary
Assistant HRD	$56,370.00	HR Generalist	$56,370.00
HR Generalist	$55,000.00	HR Manager	$70,000.00
Administrative Assistant	$38,000.00	Payroll Clerk	$38,000.00
		Fund Transfer (Mayor's Office)	-$6,000.00
		Fund Transfer(Finance)	-$25,000.00
Total	$149,370.00		$133,370.00

Employees will not be negatively impacted by these structural changes. These recommended changes are expected to be cost neutral between the two departments and within the City budget.

Current Organizational Structure



Proposed Organizational Structure



Notes and Breakdown of some Duties:

COO/HRD: Overseeing City Operations, Leadership Development, Benefit Administration, Supplemental Insurance, Employment Law Compliance, Disciplinary Process, Job Evaluations and Reevaluations, Policy Development & Administration, Employee Classifications, Department Reorganizations, Classification and Compensation Study, HR Metrics and Budgeting. Other duties assigned.

Human Resources Manager: Assist with Benefits, Interpretation of Personnel Policies, Employee Relations, Workforce Development, Assisting with Employment Law Compliance, and Employee Training and Development, Employee and Community Engagement. Other duties assigned.

Human Resources Generalist: Recruitment, HRMS (Kronos), New Hire Process, E-Verify, Entry Level & Promotional Exam Coordination, Onboarding, Retirement Process (PERS), backup for payroll Liability and Workers Comp. Other duties assigned.

Payroll Administration: Liability, Workers Comp, Process Payroll, Quarterly Tax Review, W2 administration, Employment Verification, Time Sheet Administration, Payroll Input, Payroll Garnishments, process PERS, Deferred Comp and Aflac, Employee Self-Service, Unemployment Insurance, and General Inquiries. Other duties assigned.

Intern: Work job fairs. Create content and manage the HR Department digital and social media accounts in support of recruiting engagement efforts. Other duties assigned.

AGENDA ITEM DEPT: Parks and Recreation

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 2 Nov 2021
PAGE: 1 of 3

SUBJECT: Discussion and Consideration to accept best and lowest bid provided by Craddock Construction Company Inc to reconstruct the sidewalk from the parking lot to the JL King Center, in the amount of $8,305.00.

AMOUNT & SOURCE OF FUNDING:

001-550-600-300 $8,305.00

FISCAL NOTE:

A description of necessary repairs was given to 2 Construction companies. Received Bids from Craddock Construction Company, Inc. and Your Friendly Craftsman. Sidewalk will meet ADA compliance.

AUTHORIZATION HISTORY:

N/A

REQUESTING DEPARTMENT: Parks and Recreation

DIRECTOR'S AUTHORIZATION: Brandon Doherty
(P) 662.722.1612
405 Lynn Lane
b.doherty@cityofstarkville.org

FOR MORE INFORMATION CONTACT:

Brandon Doherty, (P) 662.722.1612, b.doherty@cityofstarkville.org

---

SUGGESTED MOTION: Authorization to award contract.

CRADDOCK CONSTRUCTION COMPANY, INC.

654 Old Mayhew Rd. Starkville MS 39759
Office: 662-324-0205 Fax: 662-324-4684
www.craddockconstruction.com
Email: russell@craddockconstruction.com
Certificate of Responsibility # 17176-SC
License: # R-05931

(Proposal)

Date: 10/28/21
Attn: Joe Dan Baker
Project: Parks and Recreation (J.L. King Park Sidewalk)

The following is a Proposal for the above project to include tools, equipment, materials and labor to:

Demo 4'x77' of concrete sidewalk from parking lot to building.
Install 8" HDPE culvert pipe under new sidewalk.
Form pour and finish new 4'x118'x4" thick concrete sidewalk wire mash from parking lot to building.
Clean up and haul off waste.

Base bid: $8,305.00

Thanks for selecting us. If you have any questions, please contact me at: (662)-324-0205

Russell Craddock
President/Estimator

Proposal

Your Friendly Craftsman

392 Andrew Road • Starkville, MS
1-662-694-1950
1-662-275-3529

Concrete, Dirt, Carpenter, Seeding, Mulching, and Plastering

PROPOSAL SUBMITTED TO: North side Park	PHONE:	DATE: 10-18-2021
STREET:	JOB NAME: Sidewalk replacement	
CITY, STATE, ZIP CODE Starkville MS	JOB LOCATION	

We hereby submit estimates for: 106 L.F sidewalk to demolish
(1) needed concrete more needed dirt + old concrete
Add new fill grade to standard of 4" sidewalk
cost form + 3500 P.S.I reinforce concrete
control joints & light broom finish + needed
one pike

Labor Material Equipment
Furnish By Contractor

We propose hereby to render services - completely and in accordance with above specifications, for the sum of:
Eight Thousand & seven hundred Dollars ($8,700.00)

Payment to be made as follows: Progress

Aurthorized Signature B.J. Hamilton

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Porposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Signature _____ Signature _____

AGENDA ITEM NO:

CITY OF STARKVILLE **AGENDA DATE: 11-2-21**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 2

SUBJECT: **Request the purchase of four Stalker Radars at the state contract price of $1,589.00 per radar. The total cost of the radar systems will be at $6,356.00. The cost is 100% reimbursable through FY22's Police Traffic Services grant.**

AMOUNT & SOURCE OF FUNDING: $6,359.00 FY22 402 PTS Grant Award - Mississippi Office of Highway Safety

FISCAL NOTE:

REQUESTING DEPARTMENT: **Starkville Police**

DIRECTOR'S AUTHORIZATION: **Mark Ballard**
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: **Move approval for the Starkville Police Department to purchase Stalker Radar equipment from Applied Concepts, Inc at the state contract price of $1589.00 each for a total of $6,356.00. 100% reimbursable grant funding in the area of Police Traffic Services enforcement and equipment.**

STAFF RECOMMENDATION:

STALKER radar

applied concepts, inc.

QUOTE
2048328

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 03/03/21

Inside Sales Partner: Brooke Journet
+1-469-656-8011
brookej@stalkerradar.com

Reg Sales Mgr: Debbie Aull
+1-214-551-5538
aull@stalkerradar.com

Effective From : 03/03/2021 **Valid Through:** 06/01/2021 **Lead Time:** 25 working days

Bill To: **Customer ID:** 108032
Starkville Police Dept
101 E Lampkin St Accounts Payable
Starkville, MS 39759-2944

Ship To: *FedEx Ground*
Starkville Police Dept
101 E Lampkin St Officer Chris Jackson
Starkville, MS 39759-2944

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	805-0022-00	Dual - 2 Antenna Radar System	36	$1,589.00	$6,356.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	4	200-0998-40	Dual Enhanced Counting Unit, 1.5 PCB, FCC Filtered		$0.00
2	4	200-0996-30	Dual Modular Display,Bright LEDs		$0.00
3	8	200-1237-35	Dual Ka Antenna		$0.00
4	4	200-0920-00	Dual SL Remote Control w/Screw Latch		$0.00
5	4	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
6	4	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
7	4	200-0243-00	Counting/Display Tall Mount		$0.00
8	4	200-0244-00	Antenna Dash Mount		$0.00
9	4	200-0245-00	Antenna Tall Deck Mount		$0.00
10	4	200-0648-00	Display Sun Shield		$0.00
11	4	155-2055-04	Antenna Cable, 4 Ft		$0.00
12	4	155-2055-16	Antenna Cable, 16 Ft		$0.00
13	4	155-2058-00	Power Cable W/Cigarette Plug		$0.00
14	4	200-0820-00	Dual Manual Kit		$0.00
15	4	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
16	4	060-1000-36	36 Month Warranty		$0.00
				Group Total	$6,356.00

Product	$6,356.00	Sub-Total:	$6,356.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$6,356.00**

001

Vehicle Information:
2021 Dodge Charger

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

AGENDA ITEM NO:
AGENDA DATE: November 2, 2021
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept the lowest and best quote from Magnolia Pump & Equipment for a 15hp Homa pump for Country Club pump station in the amount of $7,724.00.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE: 2 Quotes Received

Magnolia Pump	$7,724.00
Electric Motors	$8,779.00

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from Magnolia Pump & Equipment for a 15hp Homa pump for Country Club pump station in the amount of $7,724.00.

Magnolia Pump
& Equipment

PLEASE NOTE OUR ADDRESS

BMW PUMP & EQUIPMENT, LLC
dba Magnolia Pump & Equipment
P. O, Box 411
Long Beach, MS 39560
228-863-0677

ESTIMATE

Date	Estimate #
10/8/2021	7641

Name / Address

Starkville, City of
101 Lampkin Street
Starkville, MS 39759

Rep
SM

Item	Description	Qty	Rate	Total
	Thomas Ware			
AMS434-248/15P/C	15HP,HOMA,4" NONCLOG, 3PHASE,W/30FT CORDS | SPECIFY VOLTAGE AT ORDER To replace existing AMX434-250/13P/C	1	7,378.00	7,378.00
8734110	8734110 STAINLESS STEEL HANDLE 2-3 week lead time ARO **********plus incoming freight charges **********	1	346.00	346.00

PRICE IS VALID FOR 30 DAYS. - FREIGHT TO BE ADDED

Phone #	Fax #
2288630677	228-864-4470

Subtotal	$7,724.00
Sales Tax (0.0%)	$0.00
Total	$7,724.00

<< QUOTE >>

ELECTRIC MOTOR SALES & SERVICE
PO BOX 2225
COLUMBUS, MS 39704
UNITED STATES
(662)-327-1606

PAGE 1

QUOTE DATE 10/13/2021
QUOTE NO 82602

SOLD TO
000145
STARKVILLE UTILITIES
ACCTS PAYABLE
P.O. BOX 927
STARKVILLE, MS 39760

SHIP TO
000001
STARKVILLE UTILITIES
WASTEWATER TREATMENT PLANT
305 SAND RD
STARKVILLE, MS 39759

TOTAL DUE 8,779.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP NO
105		11/12/2021	10/13/2021	00085226	10/13/2021	

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	SHIP DATE
NET 30		FRT CARRIER PPA	

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
AMS434-248/15P/C HOMA 4" NONCLOG PUMP 15 HP 3 PHASE 230 VOLTS W/ 30' CORDS	0		1.00	0.00	8,779.000	8,779.00

REPLACEMENT FOR AMX434-250/13P/C

LEAD TIME: 2-3 WEEKS
FREIGHT: FOB SHIPPING POINT

Thank you for your order.

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	8,779.00	0.00	0.00	0.00	8,779.00
				TOTAL DUE	8,779.00

AGENDA ITEM NO:
AGENDA DATE: November 2, 2021
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for January 1,2022 through June 30,2022

AMOUNT & SOURCE OF FUNDING: 2021-2022 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for authorization to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities for January 1,2022 through June 30,2022 period.

.