



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
November 16, 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

**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

RECESS MEETING OF TUESDAY, NOVEMBER 16, 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 29, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 2, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Christmas Parade will be Monday, November 29, 2021 at 6 p.m.

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

1. PUBLIC HEARING AND CONSIDERATION OF VA 21-10 AND SE 21-09 A REQUEST FOR A VARIANCE AND SPECIAL EXCEPTION FROM WALL SIGN REQUIREMENTS FOR THE INNOVATION HUB LOCATED AT 301 EAST MAIN STREET IN A T-5D ZONING DISTRICT WITH THE PARCEL NUMBER 118P-00-210.00.

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. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.
- C. CONSIDERATION OF A RESOLUTION TO ENGAGE KIMLEY-HORN FOR THE PURPOSE OF THE REDESIGN AND CONSTRUCTION OF MAIN STREET FROM CITY HALL TO INCLUDE MONTGOMERY STREET INTERSECTION AND TO PUT DANIEL HAVELIN IN CHARGE OF THE PROJECT WITH A COMMENSURATE PAY INCREASE FOR ADDITIONAL JOB RESPONSIBILITIES.
- D. CONSIDERATION OF A CONTRACT WITH PARK MOBILE FOR A PAID PARKING SOLUTION FOR THE AREAS BEGINNING AT MONTGOMERY STREET EAST ALONG CORRIDORS WITH RETAIL AND MIXED USE DEVELOPMENT.
- E. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON MODIFYING THE SANITATION AND ENVIRONMENTAL SERVICES ORDINANCE TO REFLECT THE CHANGES IN THE SANITATION OPERATION AND UPDATED STATUS OF SERVICES.
- F. CONSIDERATION AND APPOINTMENT OF MR. DALTON MCALPIN, THE SOLE APPLICANT, TO FILL AN EXPIRED TERM WITH THE STARKVILLE-OKTIBBEHA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES WITH A TERM TO EXPIRE OCTOBER 31, 2026.

X. BOARD BUSINESS

- A. CONSIDERATION OF SEEKING QUOTES FOR THE CITY'S ANNUAL LIABILITY INSURANCE POLICY AND TO RECEIVE QUOTES FOR BOTH CONSENT-TO-SETTLE AND NON-CONSENT-TO-SETTLE OPTIONS.
- B. CONSIDERATION OF STRIKING THE INSURANCE SURCHARGE OF \$75 PER MONTH FROM THE CITY'S COVID-19 EMPLOYEE VACCINATION POLICY.

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 AUTHORIZING THE MAYOR TO SIGN A LEGAL AND COMPLIANCE CERTIFICATION FOR THE SPRING STREET CONNECTOR TAP APPLICATION AND AUTHORIZATION TO COMPLETE ANY NECESSARY PAPERWORK IN ASSOCIATION WITH TAP APPLICATION OR ACTIVATION DOCUMENTS.
2. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM N.L. CARSON CONSTRUCTION TO DRIVE PILINGS FOR THE NEW BRIDGE FOR THE SPORTSPLEX OVERFLOW PARKING LOT ACCESS OFF SPRUILL INDUSTRIAL ROAD AND AUTHORIZE PURCHASE OF NECESSARY MATERIALS TO COMPLETE THIS PROJECT.
3. CONSIDERATION OF APPROVAL OF CHANGE ORDER #2 IN THE AMOUNT OF \$6,139.49 FOR THE SPORTSPLEX PARKING LOT FOR RELOCATION OF UNDERGROUND POWER CONDUIT TO LIGHT POLE NOT SHOWN ON PLANS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 8, 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 OCTOBER FINANCIAL STATEMENTS.

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 TOTAL SHARED COST BETWEEN THE AIRPORT AND THE FIRE DEPARTMENT OF \$12,295.80.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE HEATHER FAIR AS A PART-TIME RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE CINDY PERKINS AS A DEPUTY CLERK – ACCOUNT PAYABLE IN THE FINANCE DEPARTMENT.
3. REQUEST APPROVAL OF THE PROMOTION OF BILL FLOWERS TO THE RANK OF LIEUTENANT AND TRENT HELMS TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE LASHONDA WILSON AS AN ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE KAVIE FRAZIER AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL TO ENTER INTO A SERVICE PROPOSAL WITH SYNERGETICS FOR NETWORK SERVICES AND TRAINING RELATING TO THE NEW PHONE SYSTEM TO BE PAID IN THREE MONTHLY PAYMENTS FOR A TOTAL OF \$25,000.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

1. REQUEST APPROVAL TO DECLARE A 2007 FORD CROWN VICTORIA, SERIAL NUMBER ENDING 1897, A 2010 FORD CROWN VICTORIA SERIAL NUMBER ENDING 7321 AND A 2010 FORD CROWN VICTORIA SERIAL NUMBER ENDING 7333 AS SURPLUS PROPERTY AND AUTHORIZATION TO BE SOLD ON GOVDEALS.COM TO THE BEST OR HIGHEST BIDDER.
2. REQUEST THE PURCHASE OF COVERT CAMERA BAIT CAR SYSTEM AT THE LOWEST OF TWO QUOTES FROM COVERT TRACK GROUP INC. AT A TOTAL COST OF \$7,035.00, WHICH IS 100% REIMBURSABLE THROUGH THE HOT SPOT JUSTICE ASSISTANCE GRANT.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH SEVEN STATES POWER CORPORATION FOR CONSULTING SERVICES AND INITIATE TASK ORDER #1.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM SEL (SCHWEITZER ENGINEERING LABORATORIES) FOR FOUR (4) SEL PUMP AUTOMATION CONTROLLERS IN THE AMOUNT OF \$11,000.00.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES TO PROVIDE ENGINEERING SERVICES FOR WATER AND SEWER PROJECTS.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

XV. **OPEN SESSION**

XVI. **ADJOURN UNTIL DECEMBER 7, 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 29, 2021**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, October 29, 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 Jeffrey Rupp, 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 Matt Peterson of the MSU Stennis Institute who discussed the salary study recently commissioned by the City of Starkville. The goal of the study was to develop a compensation program that is internally equitable and externally competitive.

Human Resource Director and COO Nav Ashford then presented a proposed reorganization of the Human Resource Department which would bring all payroll and employee functions to one department.

The Mayor and members of the Board discussed items on the upcoming November 2, 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



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

October 29, 2021

11:00 a.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION ON THE SALARY SURVEY BY MATT PETERSON WITH THE STENNIS INSTITUTE**
- C. PRESENTATION OF THE REORGANIZATION FOR THE HUMAN RESOURCES DEPARTMENT AND THE PERSONNEL POLICY MANUAL UPDATE**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 2, 2021, REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- E. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, OCTOBER 29, 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.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM: MINUTES
AGENDA DATE: 11-16-21
PAGE: 1 of 70

SUBJECT: Request approval of the minutes of the November 2, 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 November 2, 2021 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 2, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 2, 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:

The Mayor asked that the Fire Dept item, quotes received for concrete repairs, be removed. Mayor's item A, Cotton Mill Marketplace TIF, also was removed. She also stated the Executive Session Personnel item was removed. The Mayor then called for a motion to approve the agenda with consent items.

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

Alderman Carver offered a motion, duly seconded by Alderman Brooks, to approve the November 2, 2021 Official Agenda with changes. 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 and then asked the City Clerk to read the consented items.

**OFFICIAL AGENDA OF
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. 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

THERE ARE NO ITEMS FOR THIS AGENDA

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

XV. OPEN SESSION

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

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Consent items 2 – 16:

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

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 15, 2021 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 19, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Supplemental Agreement #1 from Terry Stidham Construction for the FAA 3-28-0068-022-2020 Grant Project Regarding a Material Price Increase” is enumerated, this consent item is thereby approved. The agreement follows this page.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings for amending the Unified Development Code” is enumerated, this consent item is thereby approved.

6. 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to re-advertise for construction bids for the new Sportsplex parking lot asphalt paving” is enumerated, this consent item is thereby approved.

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

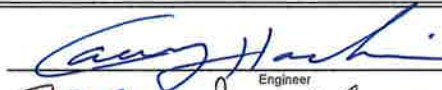
Your are hereby requested to comply with the following changes to the contract plans and specifications:

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

11-3-21
Date

Accepted by:


Owner

11-4-21
Date

Accepted by:


Owner

Date

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

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of declaring auto shop equipment (RC-15A Tire Changer, 850 Wheel Balancer, and 4 tool boxes) as surplus and auction on Govdeals” is enumerated, this consent item is thereby approved.

9. 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved. The Change Order follows this page.

10. 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the proposal from Boyd’s tree service for Street Right of Way clearing services and authorization for the Mayor to execute a contract” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE DENISHA PATEN AS AN ADMINISTRATIVE ASSISTANT IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Denisha Paten as an Administrative Assistant in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE HENRI PINKSTON AND JOHN STEWART AS MAINTENANCE WORKERS IN THE STREET DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Henri Pinkston and John Stewart as Maintenance Workers in the Street Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

Quotes Received: Craddock - \$8,305.00 and Your Friendly Craftsman - \$8,700.00

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:

Original Estimated Contract Price:

\$851,300.00

Increase from previously approved Contract to No. 1:

\$0.00

Contract Price prior to this Change Order:

\$851,300.00

Increase of this Change Order:

\$3,879.60

Contract Price incorporating Change Order:

\$855,179.60

CHANGE IN CONTRACT TIMES:

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 Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

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:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

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:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

14. CONSIDERATION OF 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the "approval of 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 the Fiscal Year 2022 Police Traffic Services Grant" is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the "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" is enumerated, this consent item is thereby approved.

Quotes Received: Magnolia Pump - \$7,724.00 and Electric Motors - \$8,779.00

16. CONSIDERATION 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 2, 2021 Official Agenda, and to accept items for consent, whereby the "approval 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" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill congratulated the MSU football team on their recent win over Kentucky. The Mayor encouraged all to attend Bulldog Bash on November 5.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver noted that golf cart and low speed vehicle registration begins November 4. He asked all to follow the rules so this can be a positive addition to the City.

Alderman Sistrunk encouraged everyone to look for the upcoming street closures for Bulldog Bash. The police department will be updating road closures and times on Twitter and Facebook.

Alderman Rupp thanked all who participated in the Talledegourd 500 for charity at the recent Pumpkinpoolza.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the time changes on November 7 and encouraged all to be safe with the longer hours of darkness. He also asked that people stop making crank calls.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

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.

Daniel Havelin, City Planner, presented VA 21-09: 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". 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.

Mayor Spruill opened the Public Hearing.

Alvin Turner spoke in favor of the variance, noting a sign painted on a building would not cause any interference to drivers as a sign by the road might.

There being no additional comments, the Mayor closed the Public Hearing.

17. CONSIDERATION OF VA 21-09.

Alderman Brooks, duly seconded by Alderman Beatty, offered a motion approving VA 21-09, with the condition that the existing pole sign be removed within one day of the installation of the proposed wall signage. 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: Yea

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

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.

Police Chief Mark Ballard and Building Inspector Stein McMullen presented their findings and conclusions. Initial investigation of the property at 305 Everglade Building #6 (Parcel # 118K-00-016.00) was performed on September 1, 2021, by Code Enforcement Officer Sarah Perez and re-inspected on September 9, 2021, by Officer Perez and Building Inspector Stein McMullen. The inspections found conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

A packet of their findings and conclusions considered by the Board appears on the following pages.

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 *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.

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

Both Chief Ballard and Inspector McMullen recommended that the property be declared to be a menace to the public health, safety and welfare of the community.

18. 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.

Alderman Beatty, duly seconded by Alderman Rupp, offered a motion based on evidence received and the findings presented by Police Chief Ballard and Inspector McMullen, that the building located at 305 Everglade Ave Bldg. 6 with the parcel number 118K-00-016.00 be declared a menace to the public health, safety, and welfare of the community and is dilapidated, unsafe, and unfit for human occupancy.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Recused
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.

TAX INFORMATION

Okta County Mississippi

Property Link
OKTIBBEHA COUNTY, MS

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

PROPERTY DETAIL		ACRES: **NA**
OWNER	BROOKVILLE SCHOOLHOUSE ROAD ES	LAND VALUE: 102190
	C/O ALLIANCE TAX ADVISORS	IMPROVEMENTS: 2539960
	433 E LAS COLINAS BLVD STE 300	TOTAL VALUE: 2642150
	IRVING TX 75039	ASSESSED: 296322

PARCEL 118K-00-016-00
ADDRESS 305 EVERGLADE AVE

TAX INFORMATION	
YEAR 2020	TAX DUE PAID BALANCE
COUNTY	21833 43 0.00
CITY	11941 21 0.00
SCHOOL	25804 59 0.00
TOTAL	59579 23 0.00

LAST PAYMENT DATE 1/15/2021 A Print Fee May Apply, Contact County For Total.

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	LOT 7 CITY BLK 73
HOMESTEAD CODE	None	MAP 118K DB PO 640-65 2012-434
TAX DISTRICT	1110	6
PPIN	001869	B 2012 P 4346 06/28/2012
SECTION	23	
TOWNSHIP	19N	
RANGE	14E	

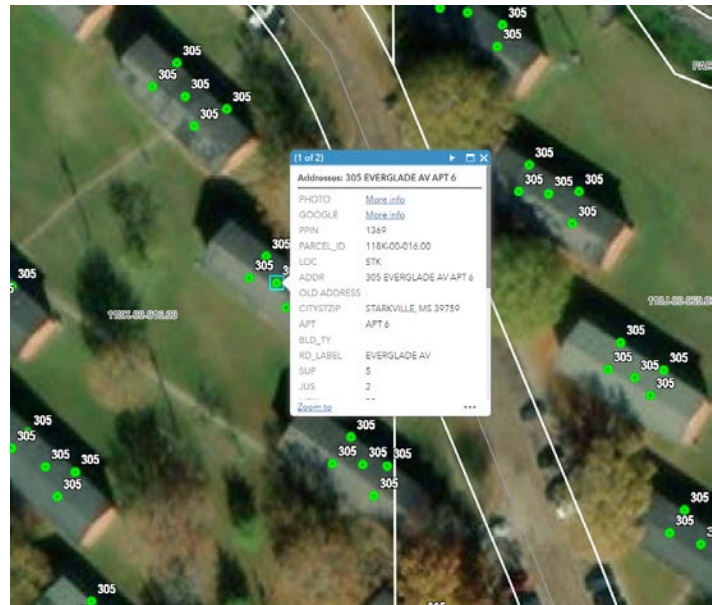
Book 2012 Page 4346

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[HOME](#) [CITY CODE](#) [ORIGINAL COURT](#) [EQUIDISTANCE](#) [MARRIAGE LICENSE](#) [LAND RECAPITULATION](#)
[OKTIBBEHA PROPERTY TAX PAYMENTS](#) [OKTIBBEHA 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.

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 \$

Sent To Schaumhouse
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

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 \$

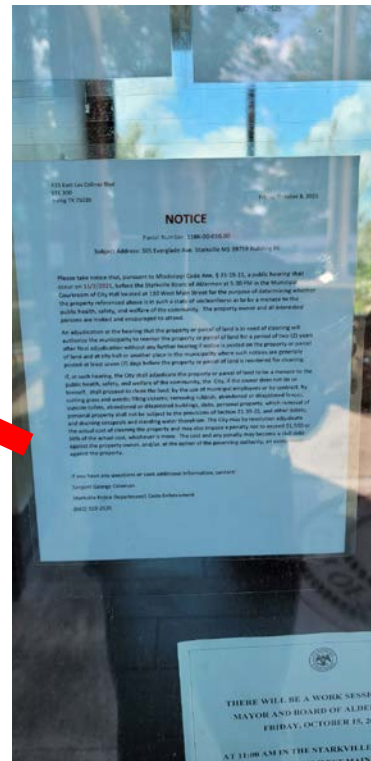
Total Postage and Fees \$

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

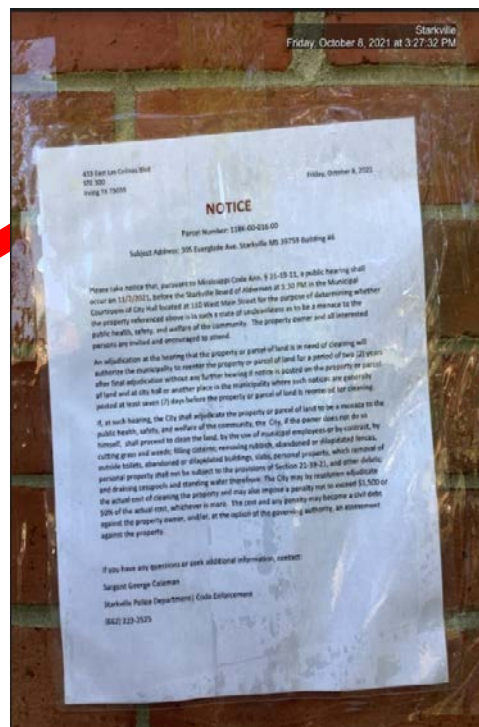
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

POSTING

Posted at City Hall on 10/08/2021.



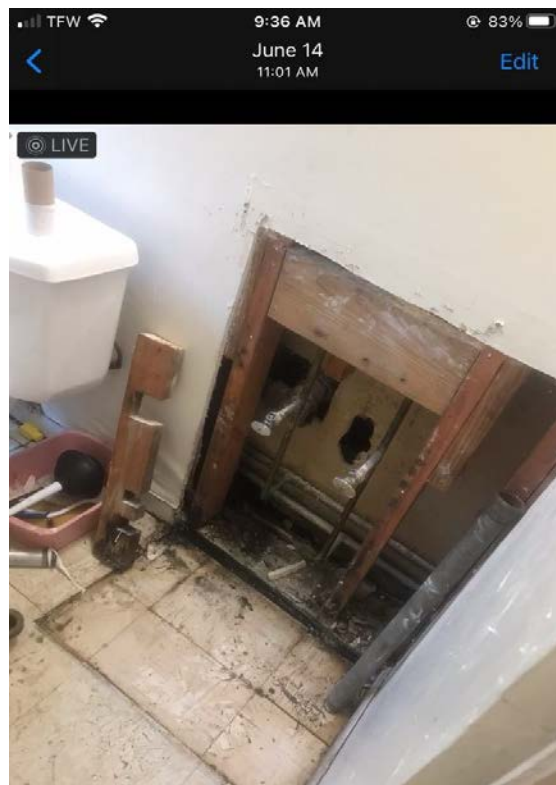
Posted at 305 Everglade Ave Building #6 on 10/08/2021.

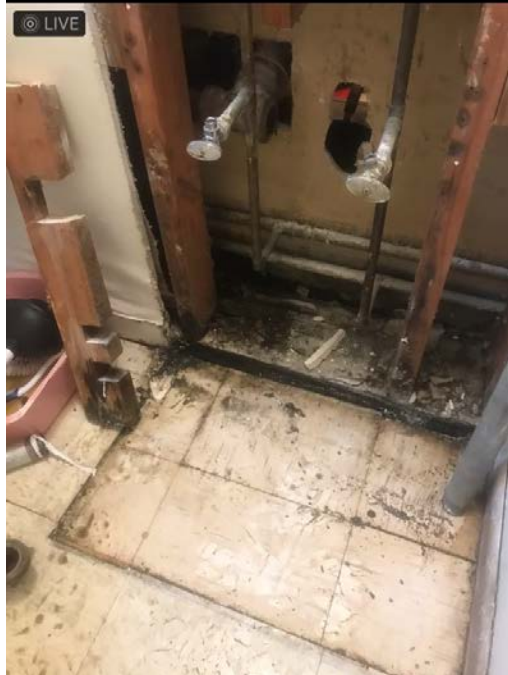


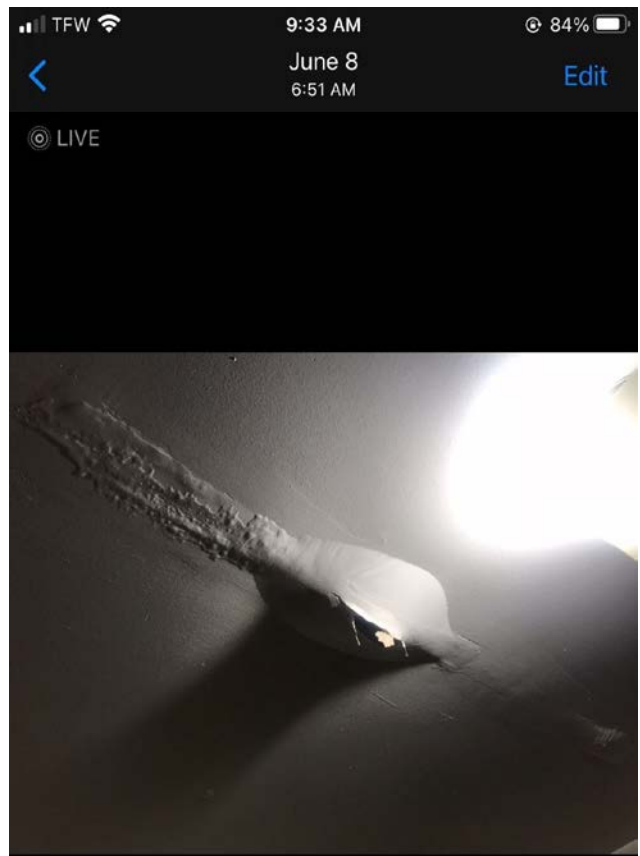
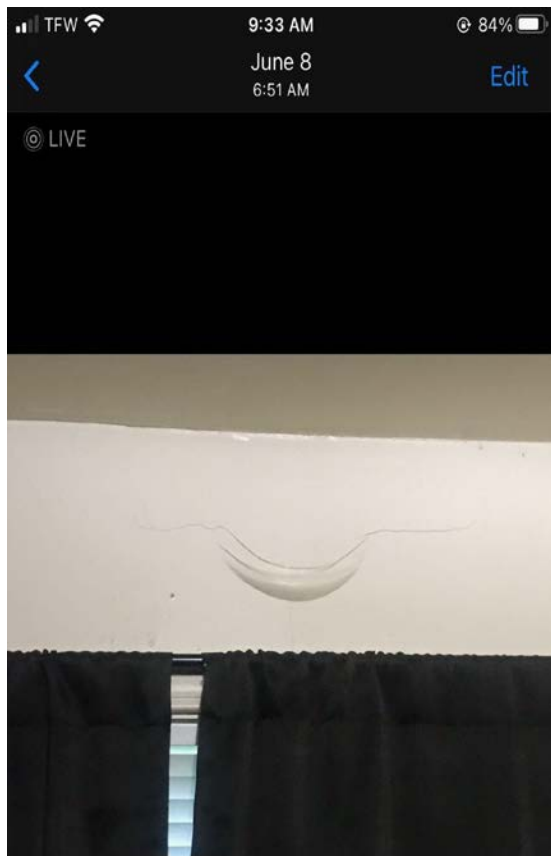
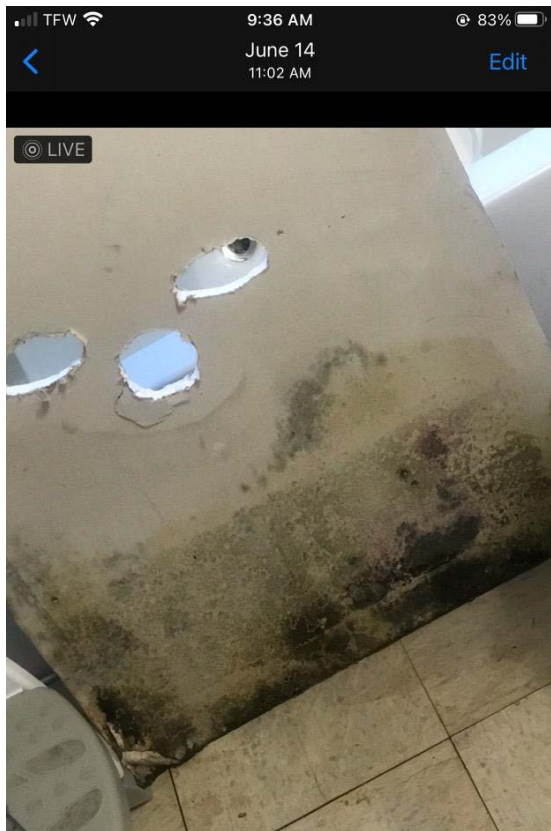
NARRATIVE: CODE ENFORCEMENT OFFICER

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







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
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United States



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



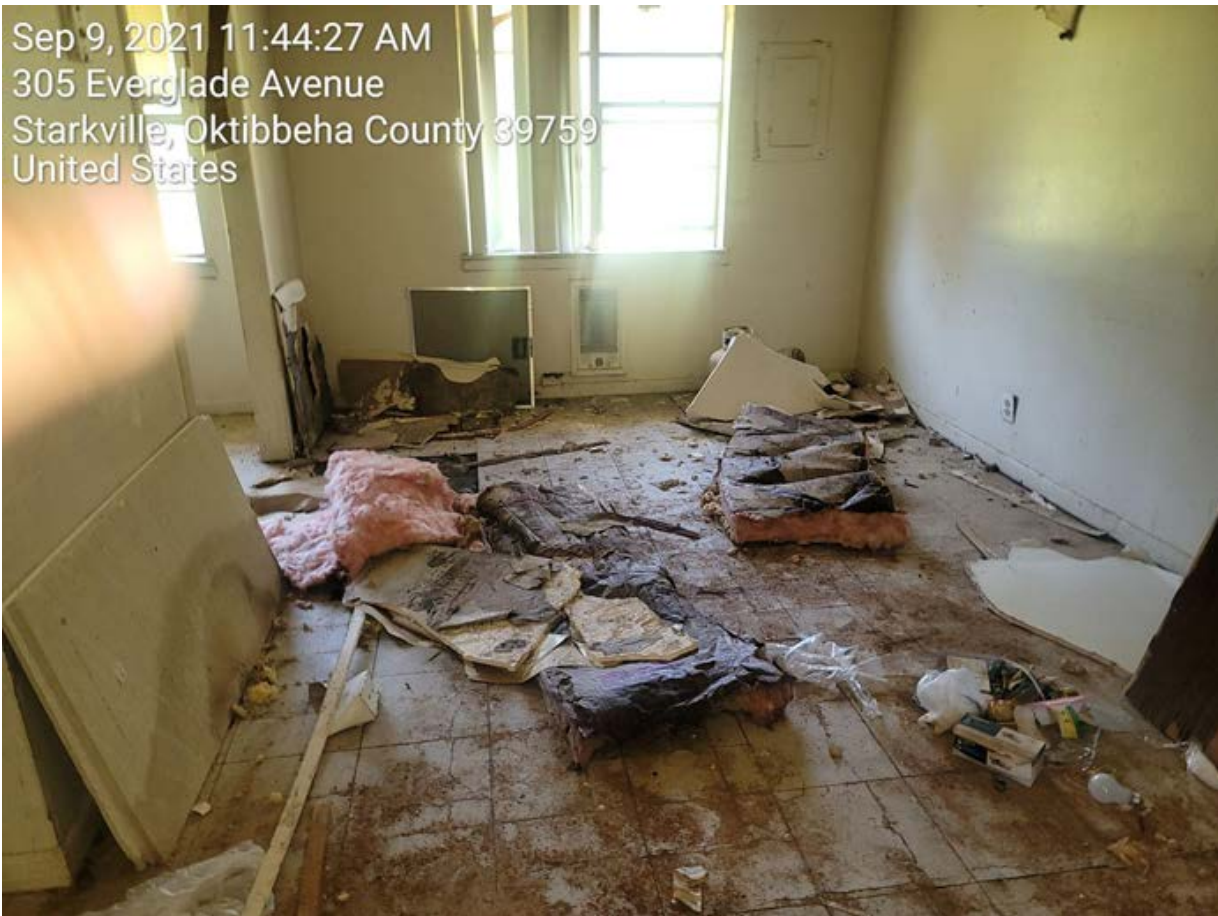
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305 Everglade Avenue
Starkville, Oktibbeha County 39759
United States



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.

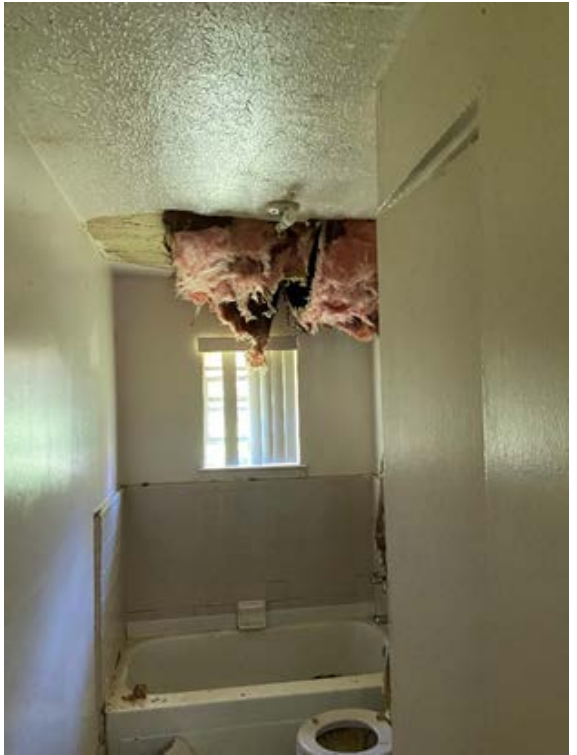
Building 6 meets the following code conditions in the **2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.**

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







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.

Police Chief Mark Ballard and Building Inspector Stein McMullen presented their findings and conclusions. Initial investigation of the property at 305 Everglade Building #16 (Parcel # 118K-00-016.00) was performed on September 1, 2021, by Code Enforcement Officer Sarah Perez and re-inspected on September 9, 2021, by Officer Perez and Building Inspector Stein McMullen. The inspections found conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew.

The packet of materials detailing their findings and conclusions, and which were considered by the Board, appear on the following pages.

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 *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.

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

Both Chief Ballard and Inspector McMullen recommended that the property be declared to be a menace to the public health, safety and welfare of the community.

19. 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.

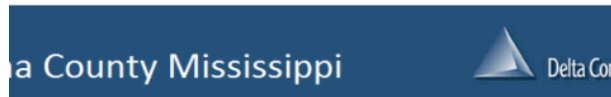
Alderman Rupp, duly seconded by Alderman Sistrunk, offered a motion based on evidence received and the findings presented by Chief Ballard and Inspector McMullen, that the building located at 305 Everglade Ave Bldg. 16 with the parcel number 118K-00-016.00 be declared a menace to the public health, safety, and welfare of the community and is dilapidated, unsafe, and unfit for human occupancy.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Recused
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.

TAX INFORMATION



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

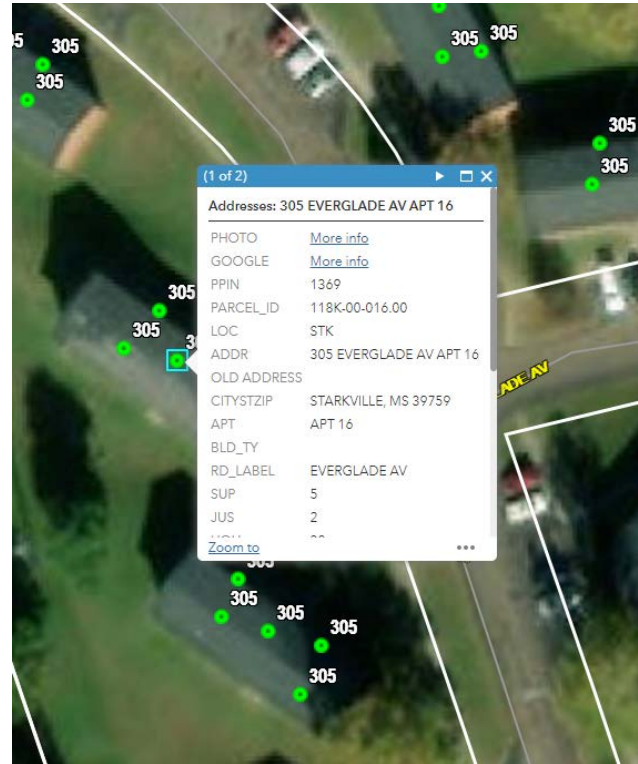
A Print Fee May Apply, Contact County For Total.

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.

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 \$

Sent To
Brookville Schoolhouse Road Estates C/O Tax Alliance
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

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 \$

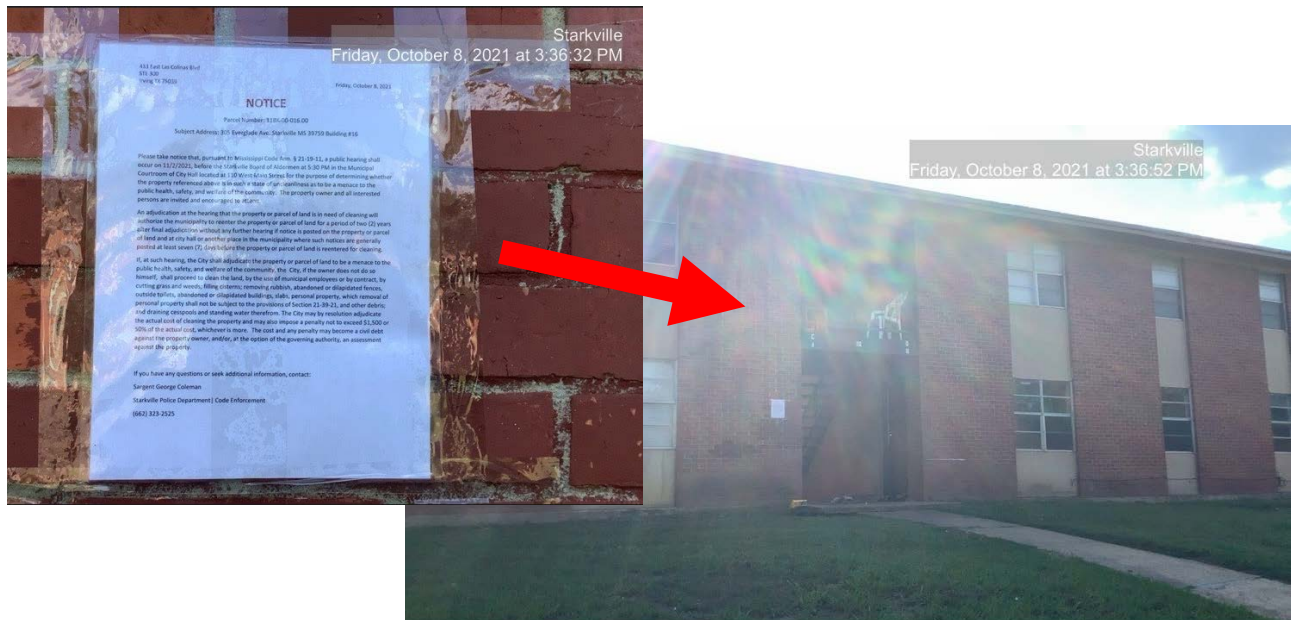
Total Postage and Fees \$

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

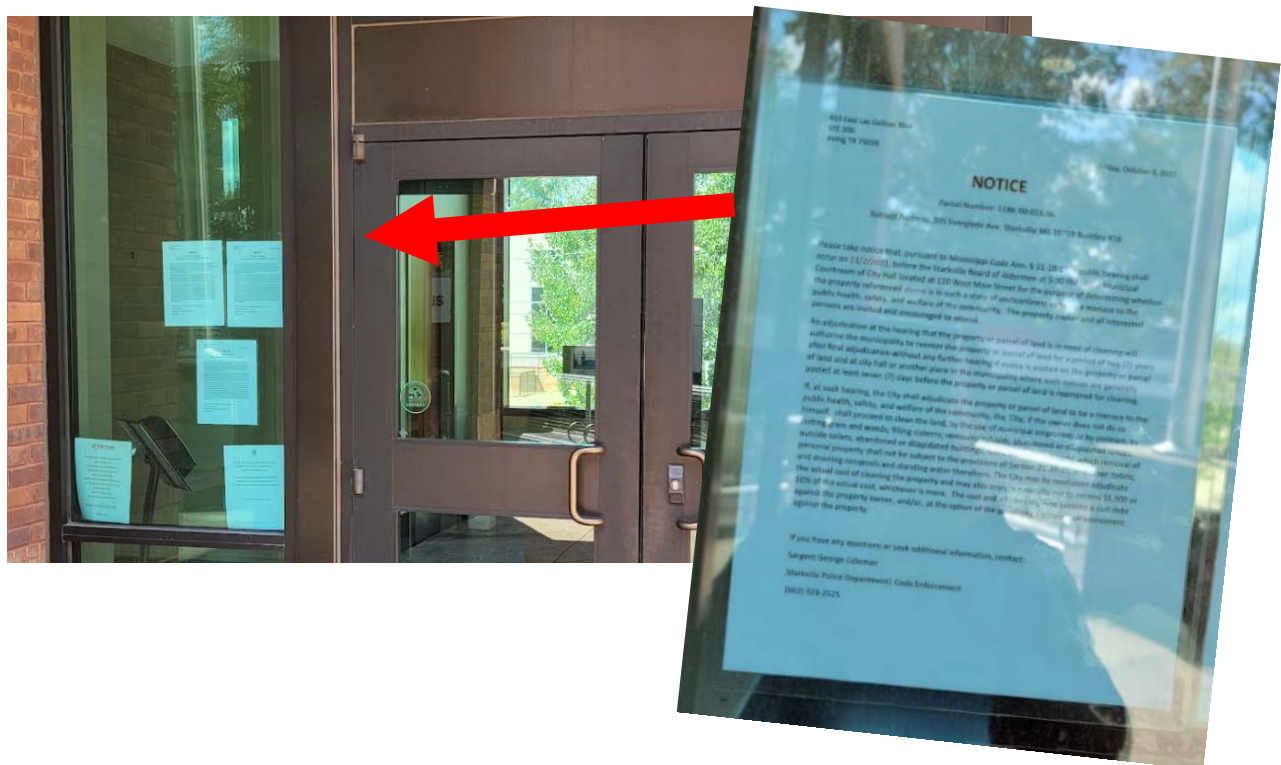
PS Form 3800, April 2015 PSN 7530-02 000 9047 See Reverse for Instructions

POSTING

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



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

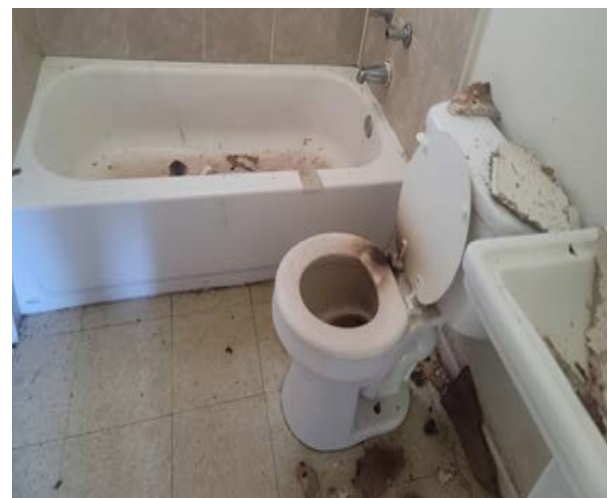
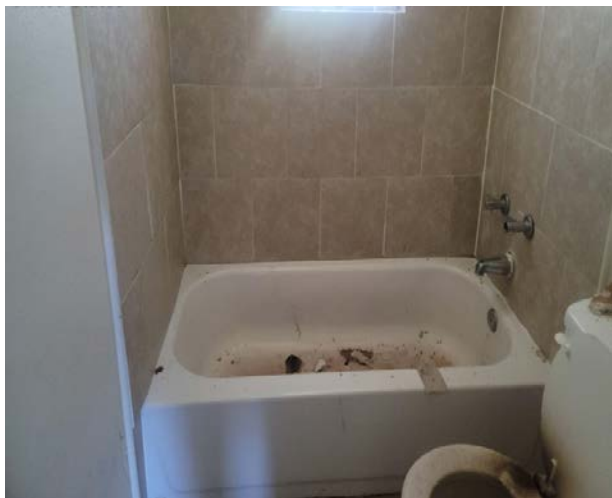
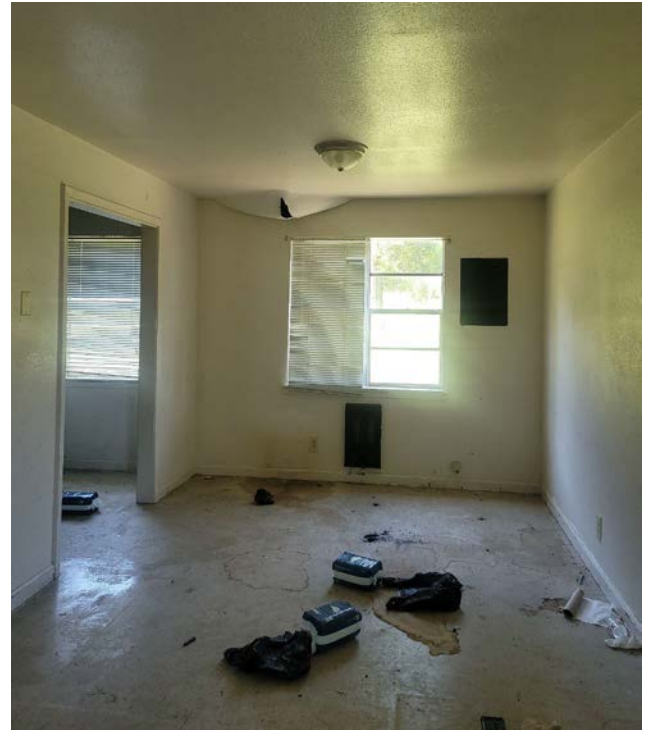


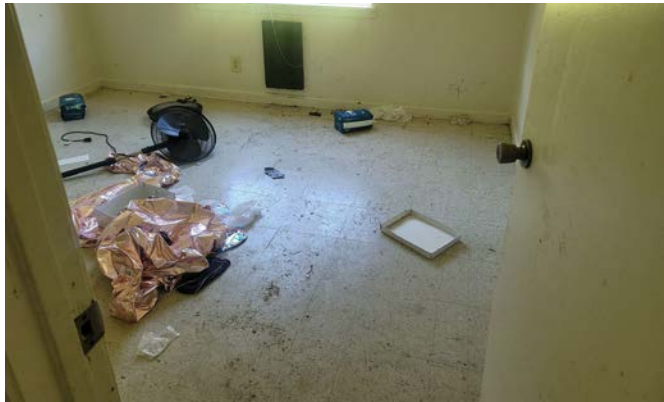
NARRATIVE: CODE ENFORCEMENT OFFICER

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

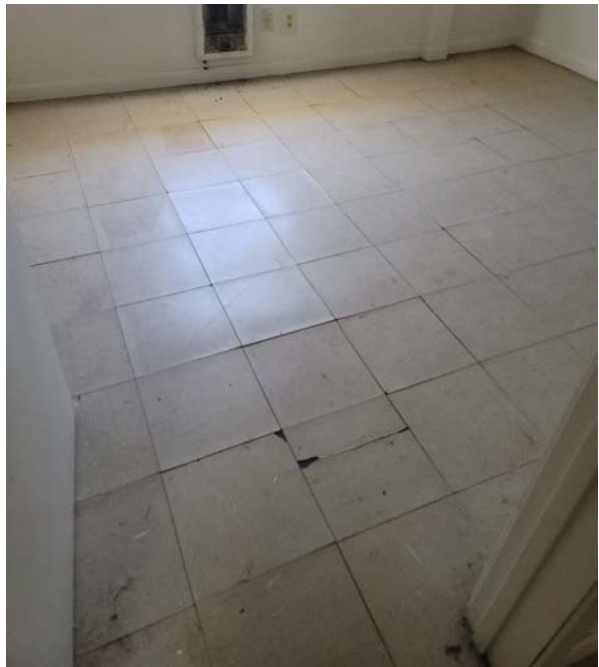






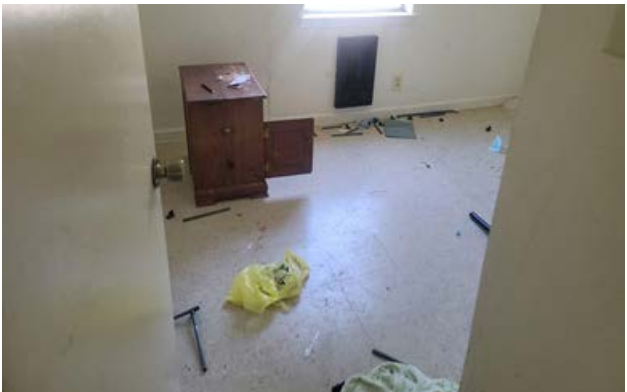
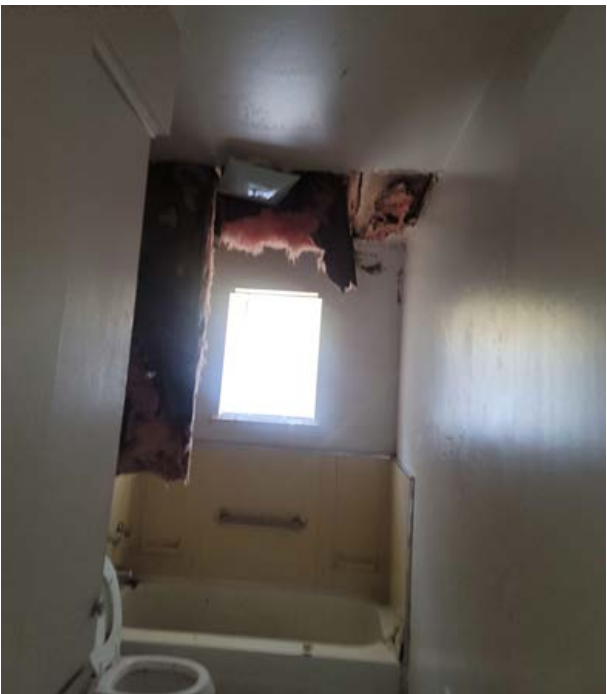
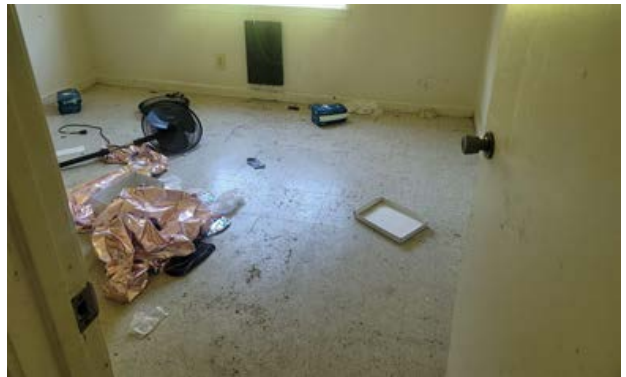
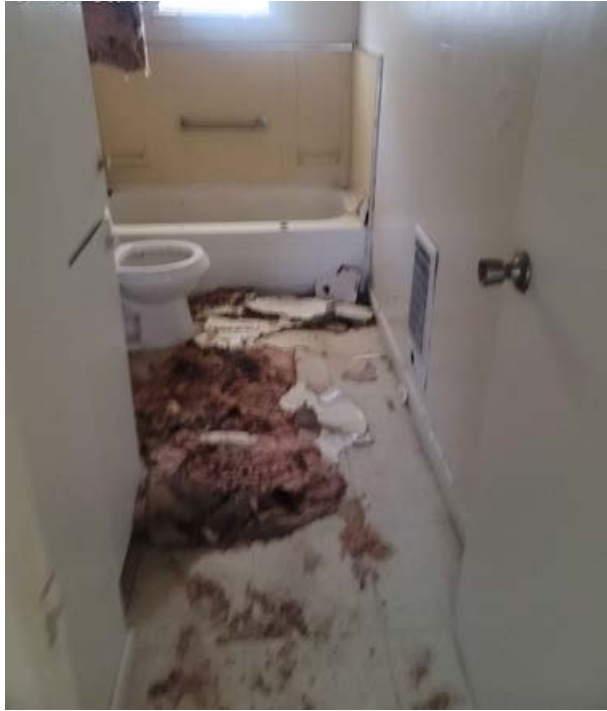
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NARRATIVE: BUILDING OFFICIAL

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.

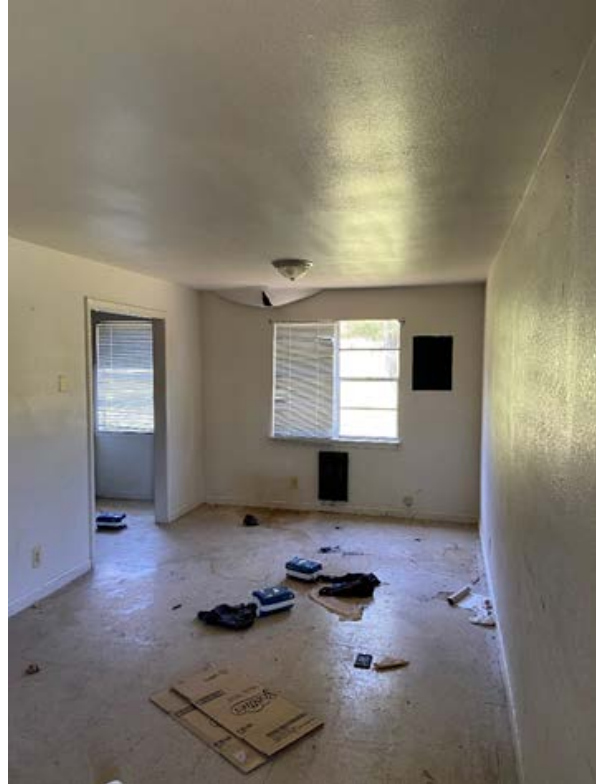
Building 16 meets the following code conditions in the 2021 International Property Maintenance Code Section 111 UNSAFE STRUCTURES AND EQUIPMENT.

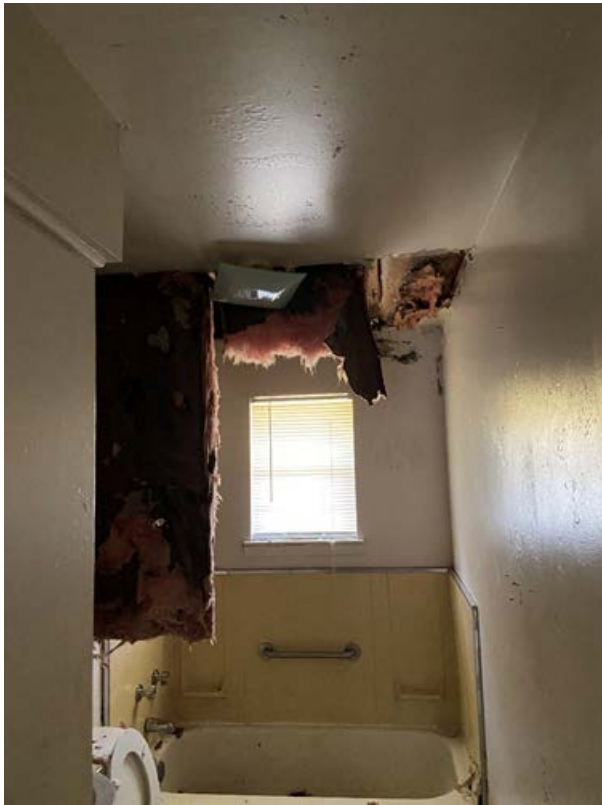
111.1.1 Unsafe Structures

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.









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.

Police Chief Mark Ballard and Building Inspector Stein McMullen presented their findings and conclusions. Initial investigation of the property at 305 Everglade Building #19 (Parcel # 118K-00-016.00) was performed on September 1, 2021, by Code Enforcement Officer Sarah Perez and re-inspected on September 9, 2021, by Officer Perez and Building Inspector Stein McMullen. The inspections found conditions not suitable for public health and safety such as, water damage, broken windows, weak floors, roof damage, mold, and mildew. There was also fire damage remaining from a fire earlier in the year.

The packet of materials detailing their findings and conclusions, and which were considered by the Board, appear on the following pages.

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 *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.

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

Both Chief Ballard and Inspector McMullen recommended that the property be declared to be a menace to the public health, safety and welfare of the community.

20. 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.

Alderman Sistrunk, duly seconded by Alderman Rupp, offered a motion based on evidence received and the findings presented by Chief Ballard and Inspector McMullen, that the building located at 305 Everglade Ave Bldg. 19 with the parcel number 118K-00-016.00 be declared a menace to the public health, safety, and welfare of the community and is dilapidated, unsafe, and unfit for human occupancy.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Recused
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.

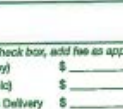
Property Link			
OKTIBBEHA COUNTY, MS			
Current Date 10/25/2021		Tax Year 2020 Records Last Updated 10/22/2021	
PROPERTY DETAIL			
OWNER	BROOKVILLE SCHOOLHOUSE ROAD ES	ACRES :	**NA**
	C O ALLIANCE TAX ADVISORS	LAND VALUE :	102190
	433 E LAS COLINAS BLVD STE 300	IMPROVEMENTS :	2539960
	IRVING TX 75039	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

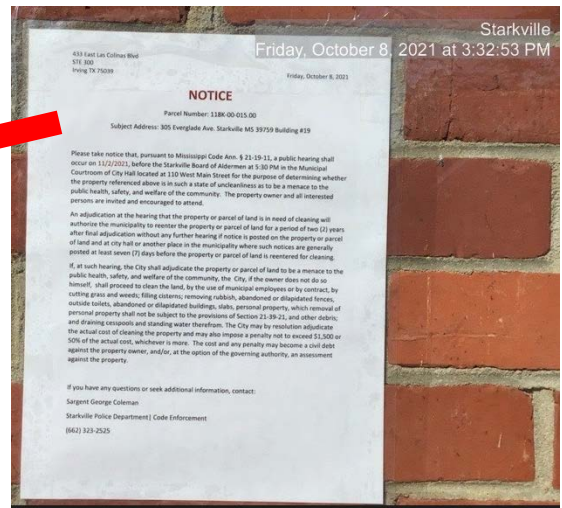
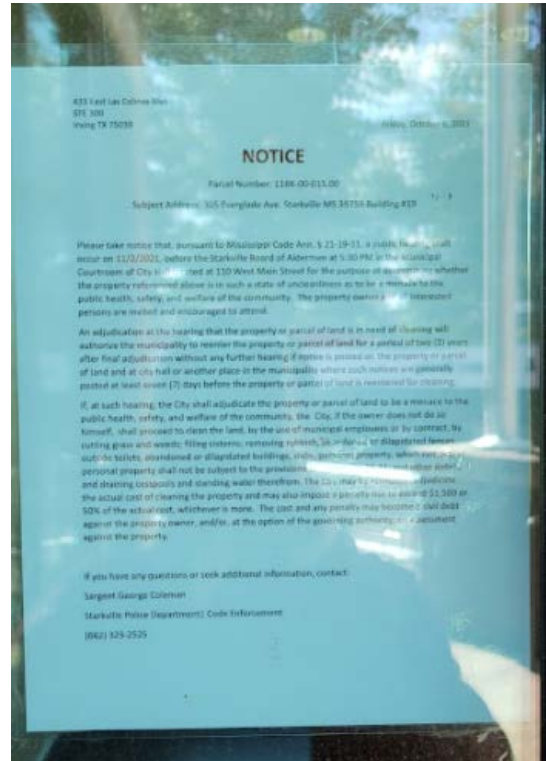
Certified Mail sent to both the property and property owners address on 10/8/2021 informing them of the public hearing occurring on November 2, 2021.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	Postmark Here 
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 \$ _____	
Sent to Brookville Schoolhouse Road State C/O Tex. 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	

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	 Postmark Here
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 \$ _____	
Sent To Bookville Garden Street and Apt. No., or PO Box No. 305 Everglade Ave City, State, ZIP+4® Stanville MS 39759	

POSTING

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



NARRATIVE: CODE ENFORCEMENT OFFICER

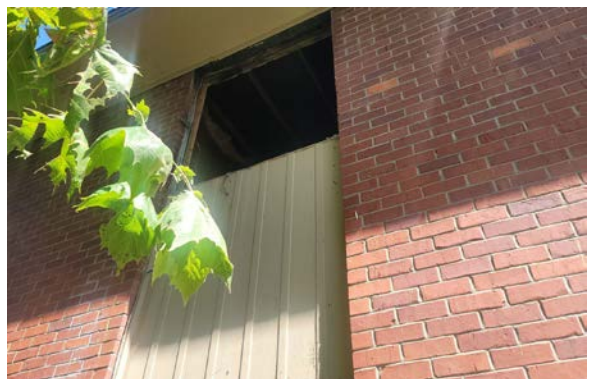
Building 19 - On September 21st 2017 this building caught fire. It can be found in the City of Starkville Minute Book 62 on August 20, 2019 under the Community Development Department Code Enforcement that a call for public hearing was listed for consideration. A public hearing was set for September 17, 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.

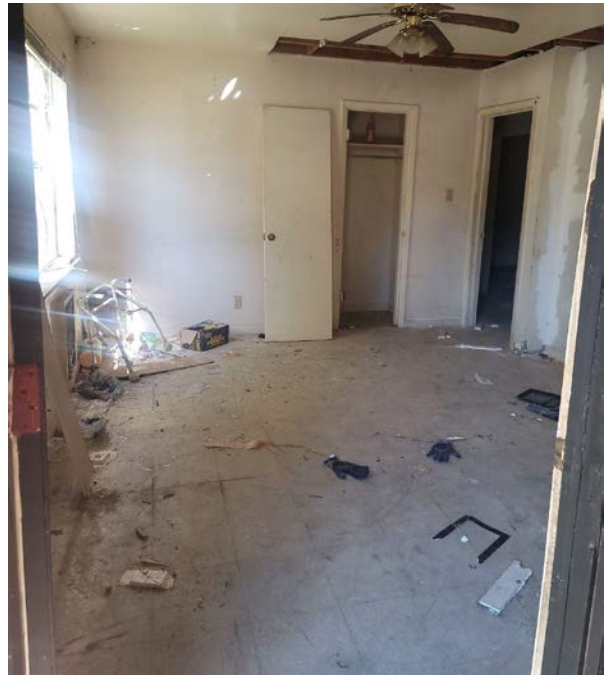
2021 IBC

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



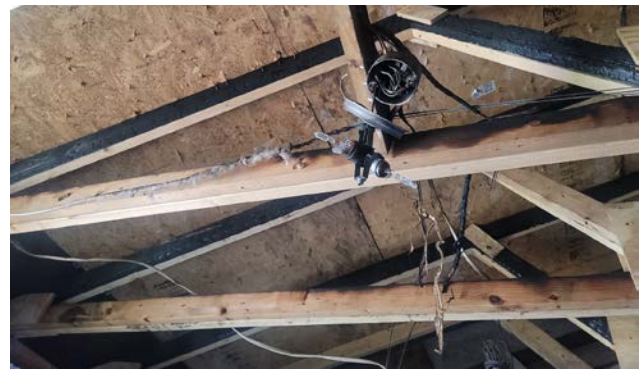
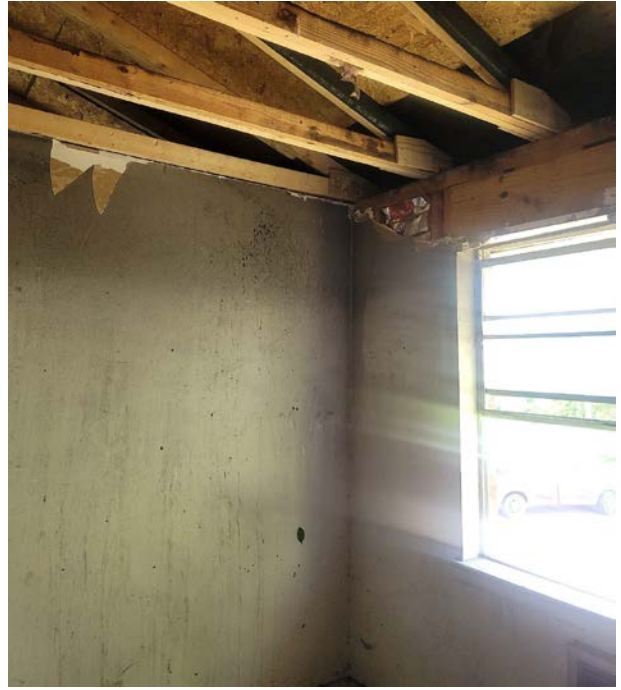






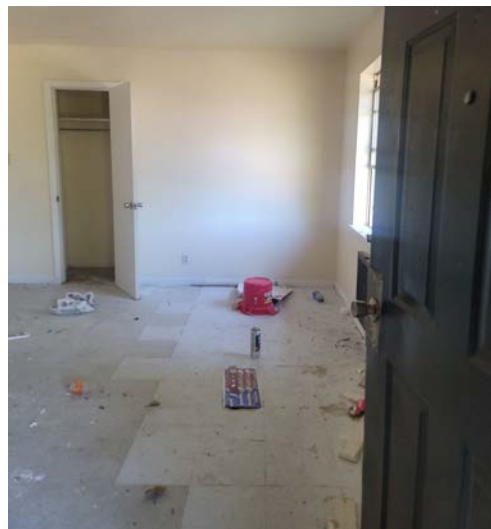


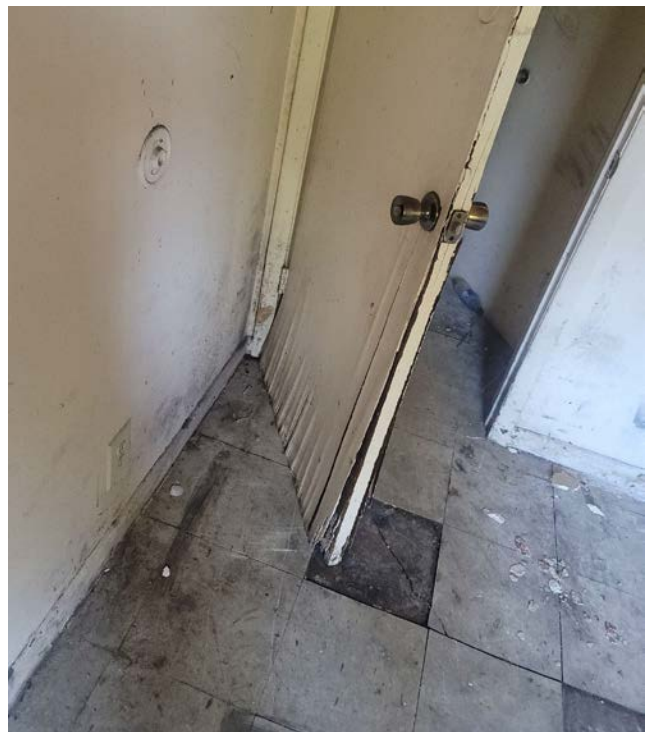
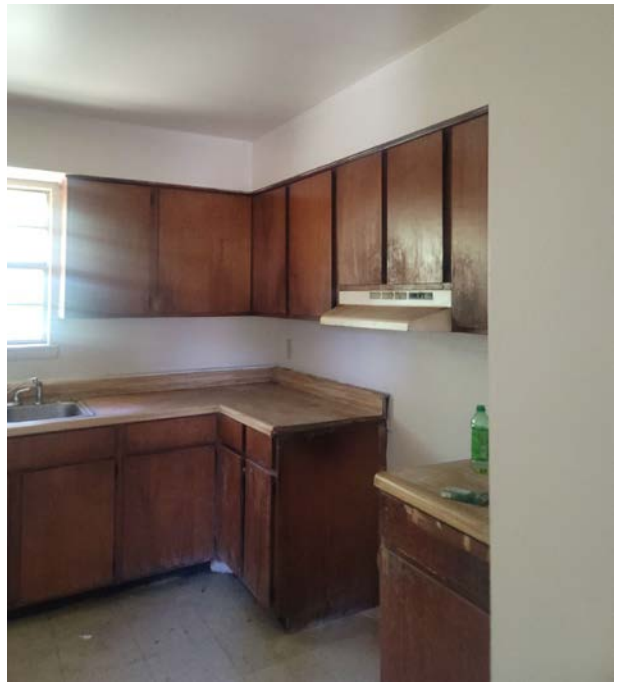


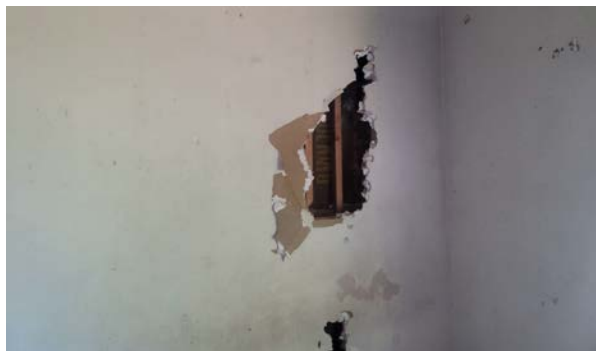


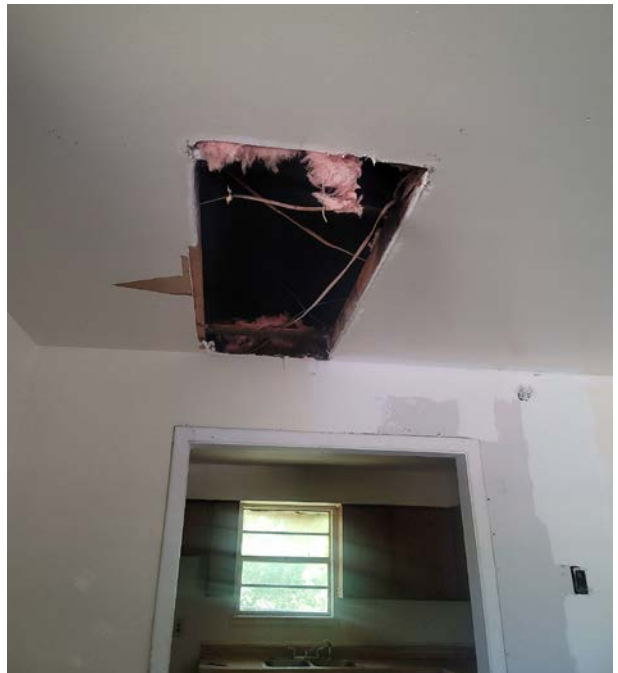
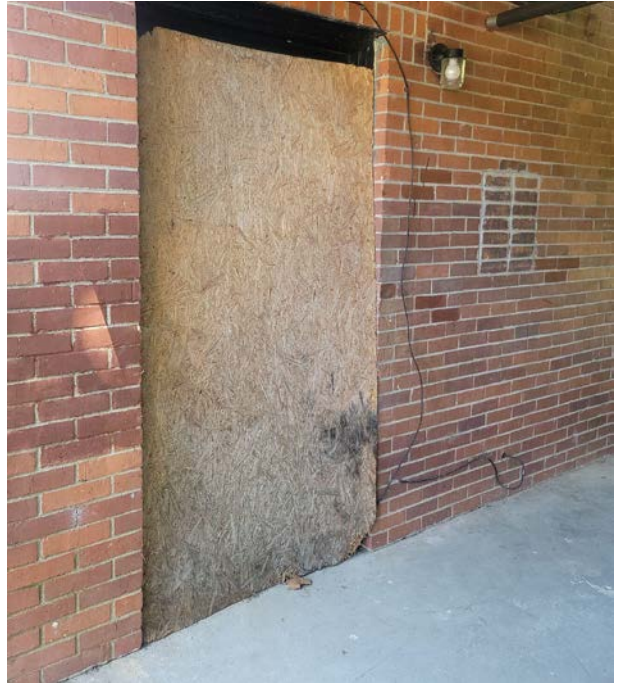


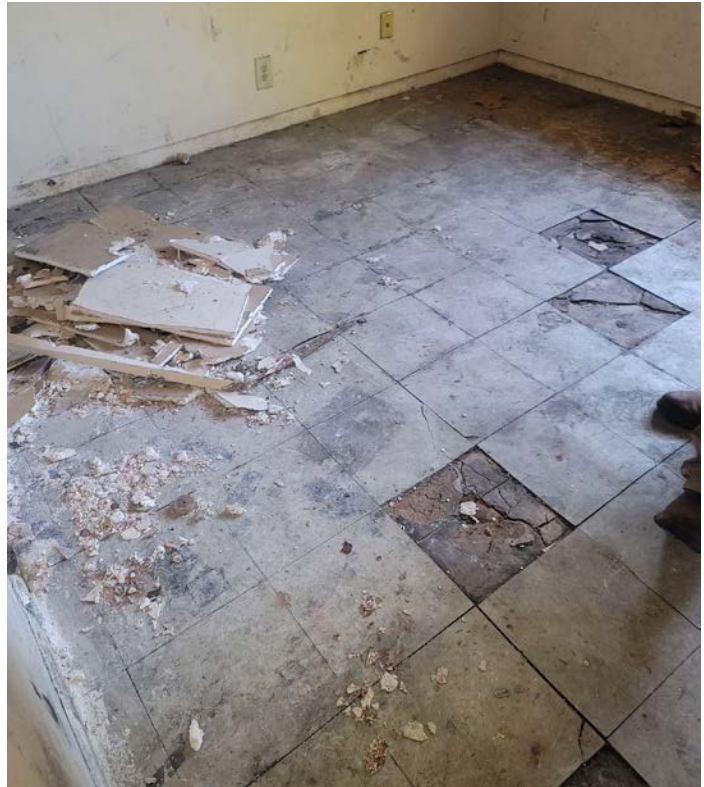












NARRATIVE: BUILDING OFFICIAL

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:

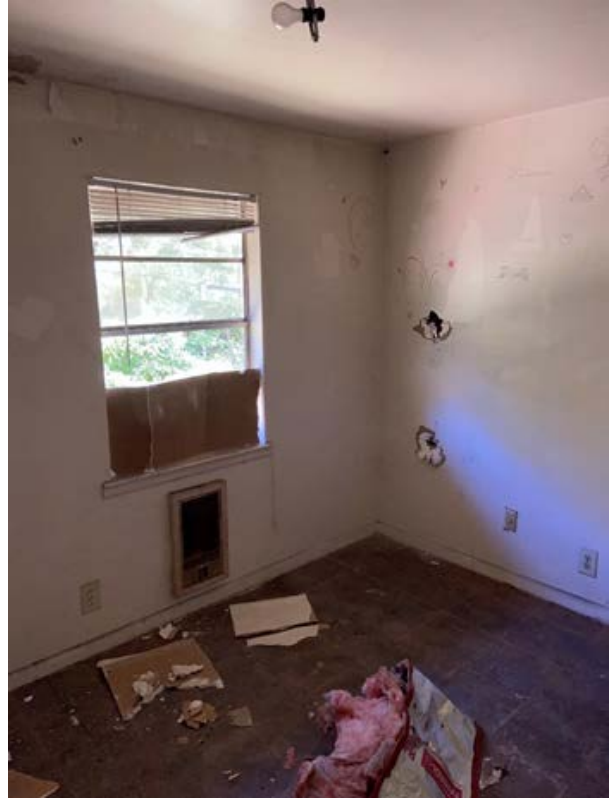
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building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











21. CONSIDERATION OF THE 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.

Mayor Spruill noted this was the second time garbage bags had been bid out recently. While this bid was lower than the previous bids received, it was still double the cost of the 2019 / 2020 bids. She noted 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. This increase will allow the City to pay for the increased cost of the bags and allow for the increase in the salaries as recommended in the salary survey.

Upon the motion of Alderman Sistrunk, seconded by Alderman Perkins, to accept 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, 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.

Bids received via reverse auction:

Refuse Bags - Per Roll of 104 bags:

	Bid Amount	5,000 Rolls
Central Poly-Bag Corp.	\$ 21.32 USD	\$ 106,600.00
Dyna Pak	\$ 21.35 USD	\$106,750.00

22. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, 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. 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	\$ 374,608.94
Restricted Police Fund	002	112.66
Restricted Fire Fund	003	99,428.18
Airport Fund	015	59,141.50
Restricted Airport	016	16,157.91
Sanitation	022	81,573.01
Computer Assessments	107	534.62
Industrial Park Bond	303	977.50
Linkage TAP Project	310	191,814.43
Park and Rec Tourism	375	109,050.00
BUILD Grant	377	36,103.54
Park Bond - 2020	380	853,120.76
Sub Total Before Utilities		\$ 1,822,623.05
Utilities Dept.	SED	810,436.40
Total Claims	Total	\$ 2,633,059.45

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

Human Resource Director and COO Nav Ashford discussed the updated Grievance Policy and the Personnel Manual for the City of Starkville. The updated Personnel Manual includes the following: Housekeeping changes to improve readability and comprehension and to update with current laws and promote administrative efficiency.

Upon the motion of Alderman Rupp, seconded by Alderman Brooks, to approve the updated Grievance Policy and the Personnel Manual for the City of Starkville, 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 updated Personnel Manual and Grievance Policy can be found on the City of Starkville website.

24. 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.

Alderman Vaughn offered a motion to approve the 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. Following a second by Alderman Sistrunk, 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.
A copy of the study is on file in the Human Resource Department.

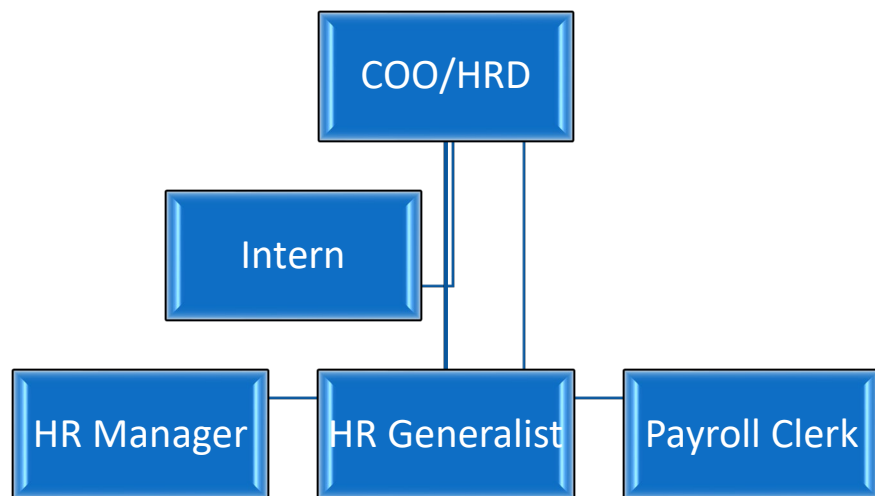
25. CONSIDERATION AND APPROVAL OF THE RESTRUCTURING OF THE HUMAN RESOURCES DEPARTMENT.

Human Resource Director and COO Nav Ashford discussed the proposed restructure of the Human Resources Department 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. Payroll processing will be moved to the Human Resource Department from the City Clerk's Office.

Alderman Sistrunk offered a motion to approve the restructuring of the Human Resources Department. Alderman Vaughn seconded the motion and 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.



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

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until November 16, 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)



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 16, 2021
PAGE: Page 1 of 13

SUBJECT:

Public hearing and consideration of VA 21-10 and SE 21-09 a request for a variance and special exception from wall sign requirements for the Innovation Hub located at 301 East Main Street in a T-5D zoning district with the parcel number 118P-00-210.00

SUMMARY:

This is a request by Marc McGee of Mississippi State University Research and Technology Corporation on behalf of Innovation HUB for a variance on wall sign size requirements and a special exception to allow for an internally illuminated sign. The applicant is proposing to install an internally lit "M State" sign on the north (rear) and south (front) sides of the building. The front elevation of the building is approximately 65 feet from the right-of-way. The variance request is from the height of both signs and the height of the font of both signs. The proposed wall signs exceed the maximum dimensions of 3' tall and the maximum font height of 18". The applicant is also seeking a special exception to deviate from the development requirements to allow for an internally illuminated sign in a T-5D zoning district.

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 front elevation sign from 3' to 7'.

Request a variance to increase the height of the rear elevation sign from 3' to 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".

Special Exception: Internal Illumination. Section 14.7.8.A.4.ii. Wall signs in the TN-N, TN-E, and Form-based Districts shall not be internally illuminated. Halo type or backlit illumination is not considered internally illuminated. Push thru letters with an opaque letter face are allowed.

The request was noticed in accordance with Section 3.4.3.E and 3.7.3.E of the Unified Development Code.

1. 14 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 October 8, 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 variance request.

At the November 9, 2021 Planning and Zoning Commission meeting, the Commission voted unanimously to recommend approval of the special exception request.

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 21-10 and SE 21-09 to allow for a variance and special exception from wall sign requirements for the Innovation Hub located at 301 East Main Street.



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 21-10 a request for a variance from wall sign size requirements located at 301 East Main Street in a T-5D zoning district with the parcel number 118P-00-210.00.
Date: October 27, 2021

The purpose of this report is to provide information regarding Variance Request by Marc McGee of Mississippi State University Research and Technology Corporation on behalf of Innovation HUB for a variance on wall sign size requirements located at 301 East Main Street in a T-5D zoning district with the parcel number 118P-00-210.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is proposing to install an internally lit "M State" sign on the north and south sides of the building approximately 65 feet from the right-of-way of East Main Street. The applicant is also seeking a Special Exception for the internally lit signage. The proposed wall signs exceed 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 16, 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 front elevation sign from 3' to 7'.

Request a variance to increase the height of the rear elevation sign from 3' to 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".

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. 14 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 October 8, 2021.
- 3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

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

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.

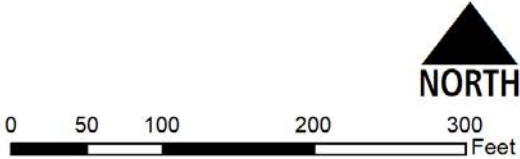
Attachment 1
VA 21-10 / SE 21-09 Aerial



Legend

 Subject Property

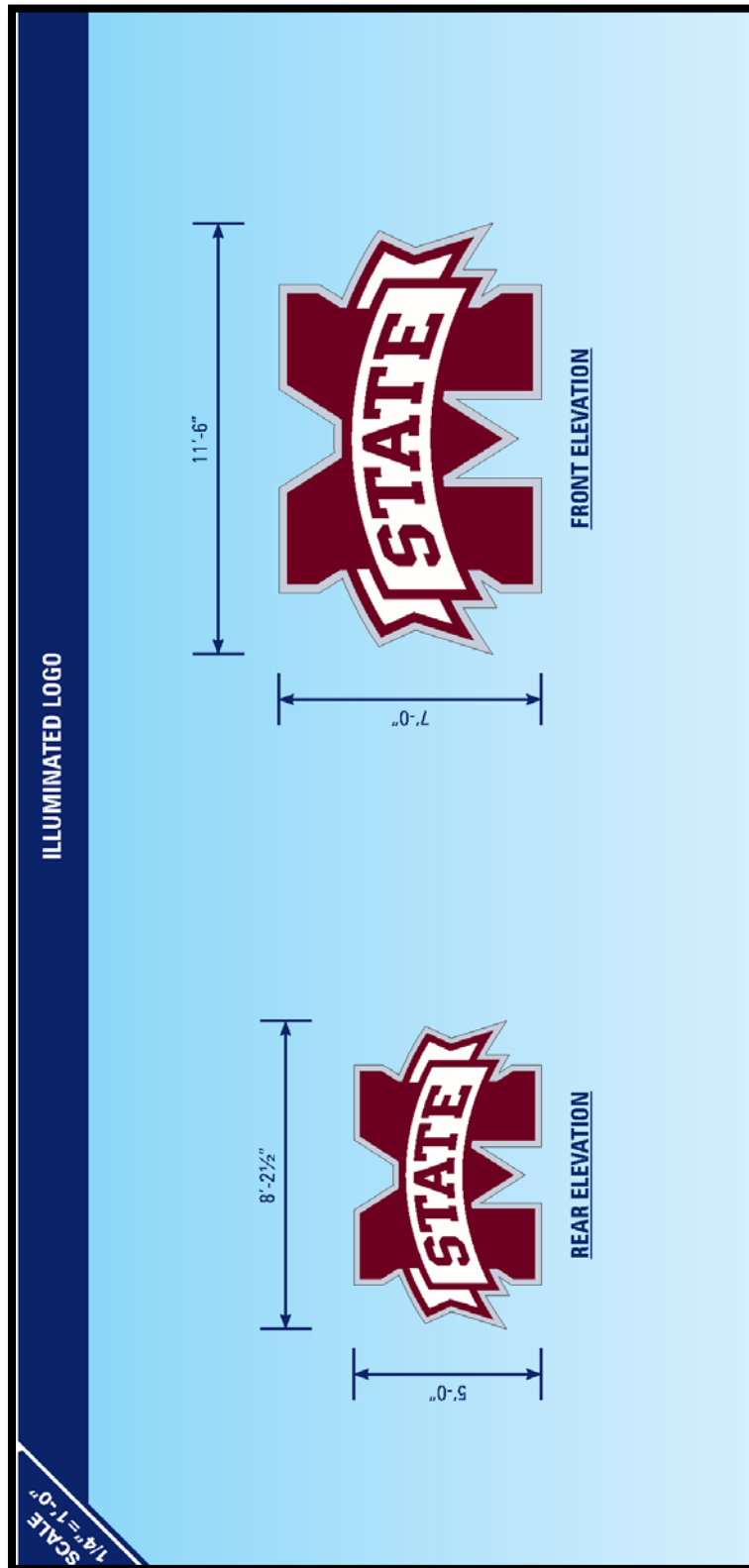
 Parcels



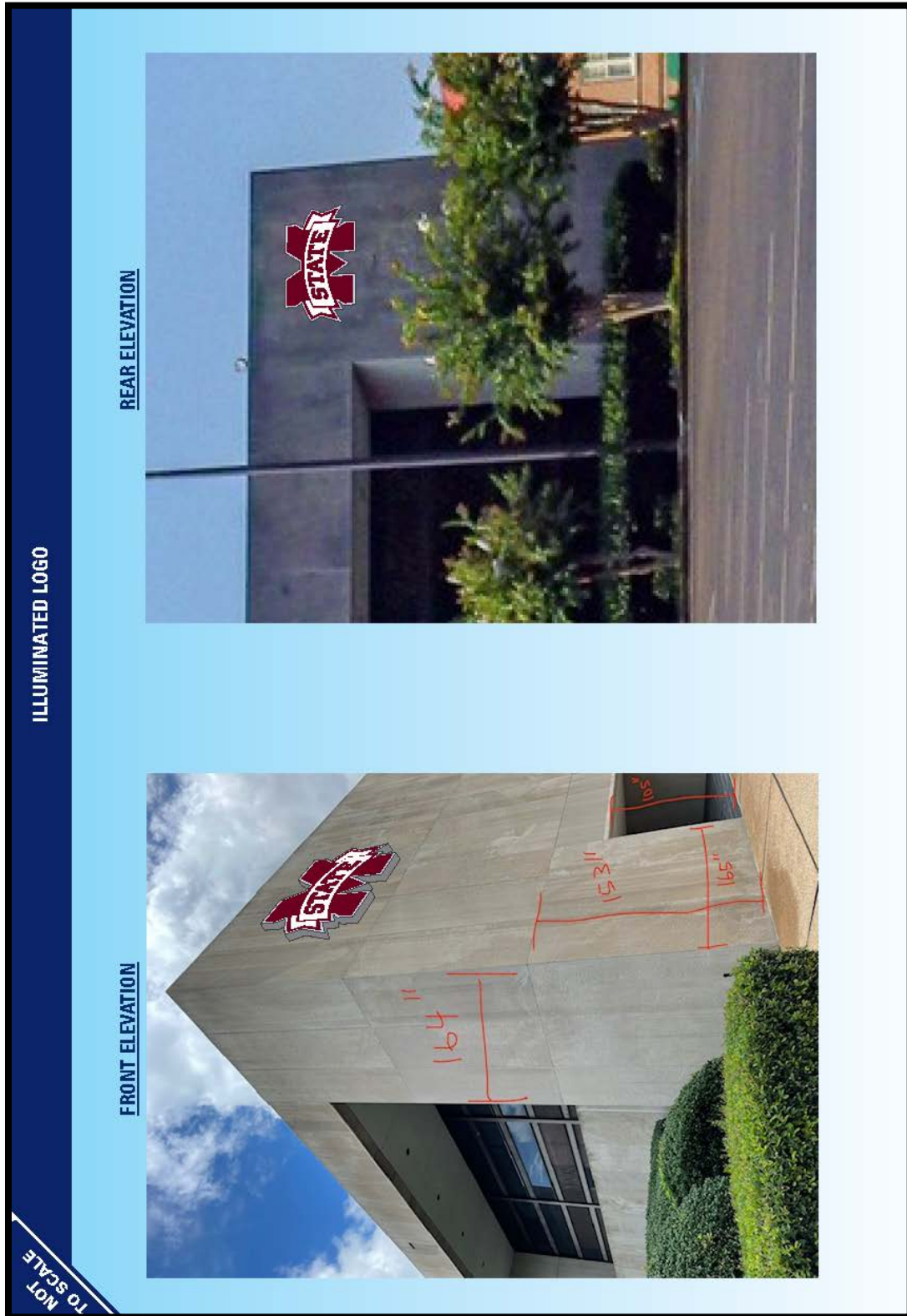
Attachment 2
VA 21-10 / SE 21-09 Zoning



Attachment 3 – Proposed Sign



Attachment 4 – Proposed Sign





THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
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 SE 21-09 a request for Special Exception to deviate from the development requirements to allow for internally lit wall signs at 301 East Main Street in a T-5D zoning district with the parcel number 118P-00-210.00.
Date: November 9, 2021

The purpose of this report is to provide information regarding a Special Exception Request by Marc McGee of Mississippi State University Research and Technology Corporation on behalf of Innovation HUB to deviate from the development requirements to allow internally lit wall signs at 301 East Main Street in a T-5D zoning district with the parcel number 118P-00-210.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is seeking a Special Exception to deviate from the development requirements to allow internal illumination for new wall signs at 301 East Main Street. The Use Chart in Section 14.7 of the Unified Development Code requires a Special Exception for wall signs utilizing internal illumination in a T-5D zoning district.

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1.)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.

8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

Any built structure or site associated with an approved special exception may continue with the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen. All nonconformities shall be regulated in accordance with section 3.17. If a specific time is not set as part of the approval of a special exception, the special exception shall expire within 18 months if no building permit has been issued and/or construction activities have ceased on the site. A special exception for any sign type shall expire upon the abandonment or discontinuance of the use or business. Reapplication for a special exception for sign will be required.

NOTIFICATION

The request was noticed in accordance with Section 3.4.3.E of the Unified Development Code.

1. 14 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 October 8, 2021.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

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

ANALYSIS

In the opinion of the Planning Department the proposed use associated with the Special Exception request could meet the criteria for special exception review and approval.

CONDITIONS OF APPROVAL

Any condition attached to the approval of a special exception by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the use of the building, sign, accessory structure, or site (Section 3.4.3.J).

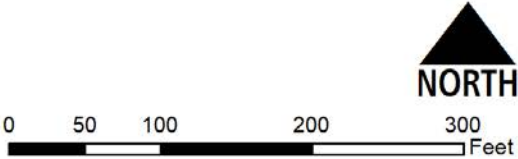
Attachment 1
VA 21-10 / SE 21-09 Aerial



Legend

 Subject Property

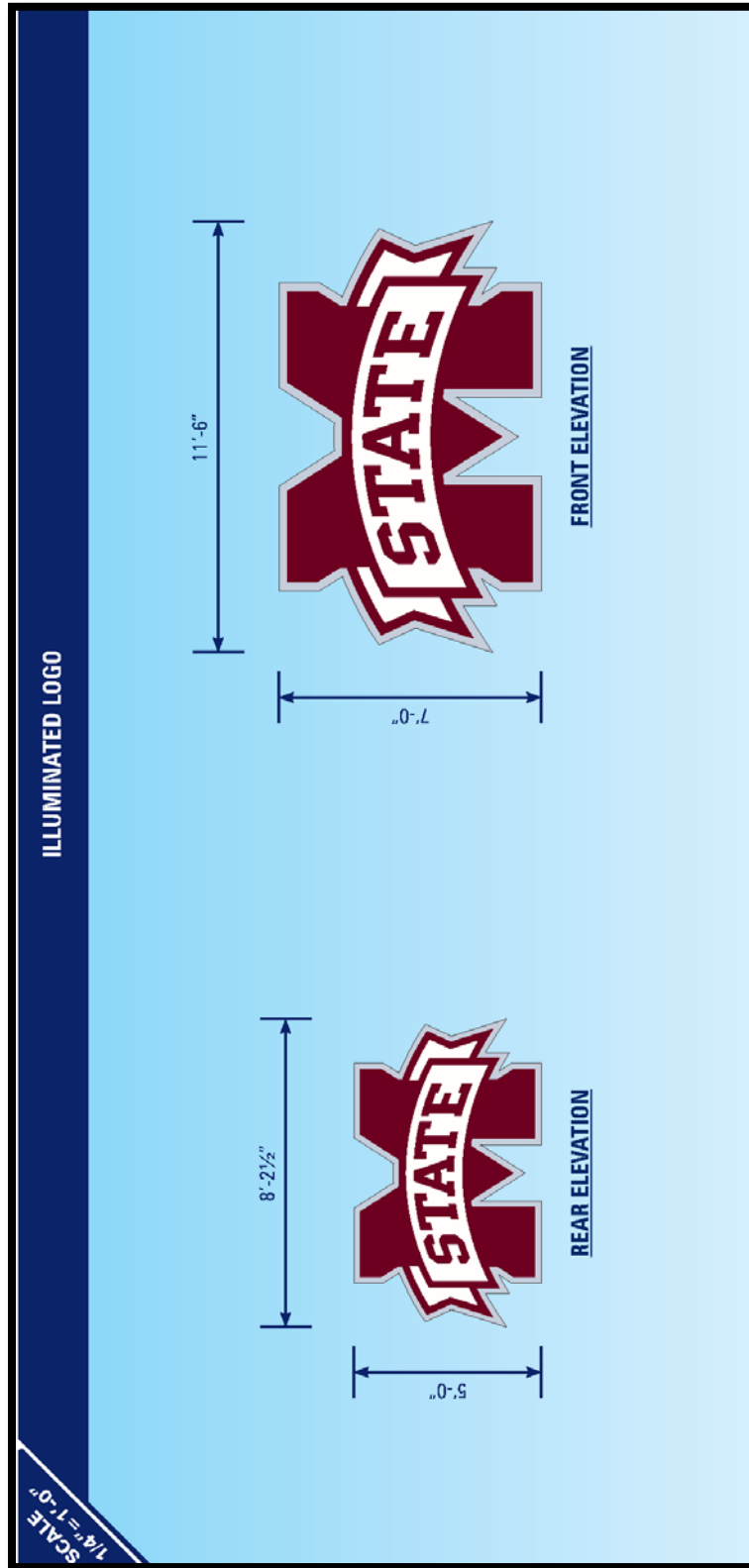
 Parcels



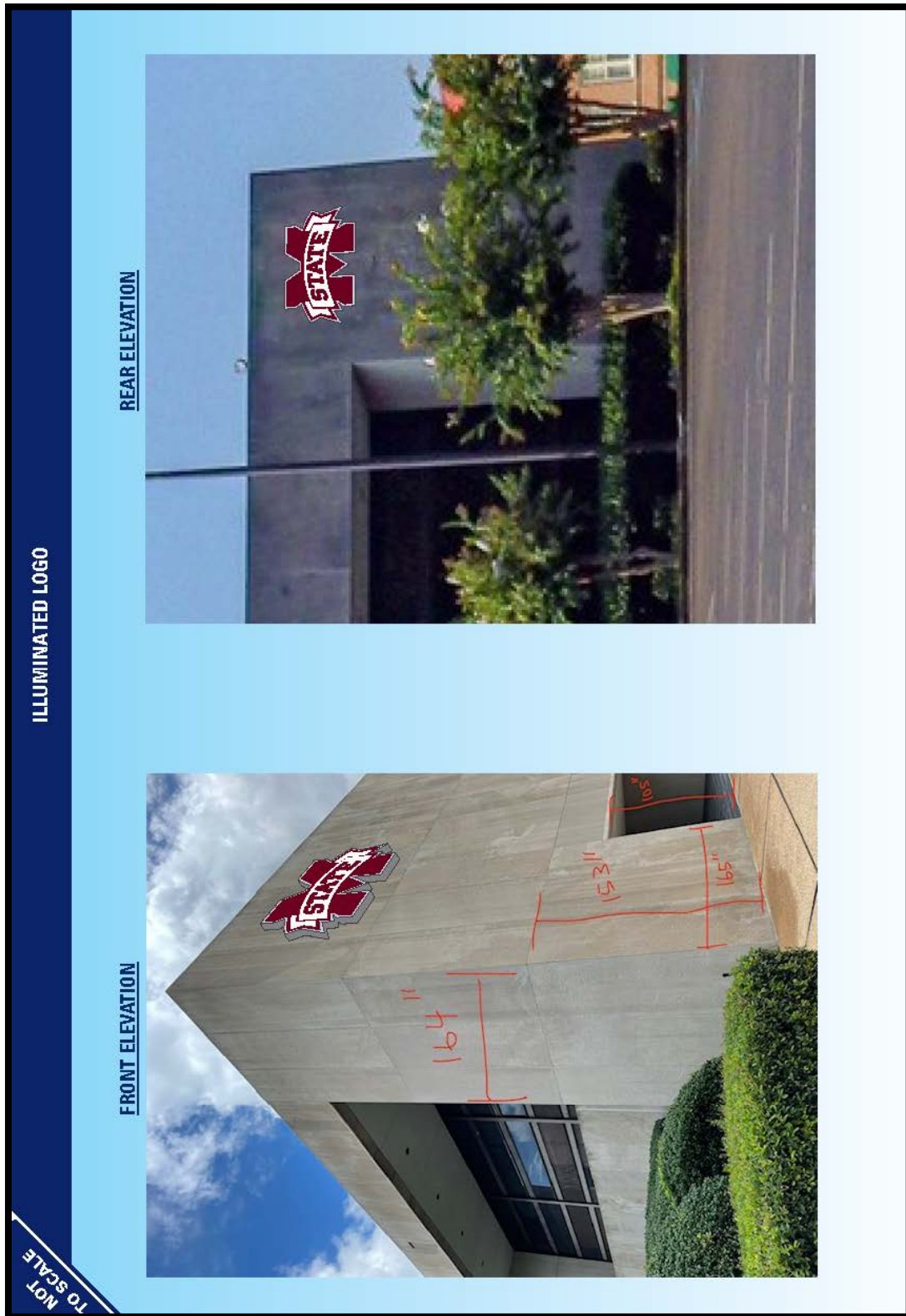
Attachment 2
VA 21-10 / SE 21-09 Zoning



Attachment 3 – Proposed Sign



Attachment 4 – Proposed Sign



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 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-_____ \$ _____

<u>Rate of Interest</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>[CUSIP]</u>
_____%	_____, 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)

Certificate of Registration and Authentication

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: _____

Assignment

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

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

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

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

(Authorized Signatory)

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

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

Date of Assignment: _____

Insert Social Security Number 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

Attachment B

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:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$ _____	_____%

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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

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.

November 2, 2021

Page 4

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: _____

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: November 16, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin



AGENDA ITEM DEPT.: Administration

**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA DATE: November 16, 2021

PAGE: 1

SUBJECT: Consideration of a resolution supporting the engagement of Kimley Horn to provide a design and construction documents for the redesign and development of downtown Starkville from city hall to and including Montgomery Street and to include designating Daniel Havelin as the City of Starkville point person to take it from design through to construction completion with a commensurate pay increase for the work beyond the current scope of his city planner job duties.

AMOUNT & SOURCE OF FUNDING: The final costs are to be determined, but there are opportunities for multiple sources of funding. OCEDA board has pledged \$1,000,000 (the equivalent of 3 years of 2% sales tax to fund the project). There are other possible options to include bonds, ARC funds and EDA funds as well as the funding coming from recent federal legislation for roads and bridges.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The discussion of upgrading Main Street to address changing needs and approaches to downtown has been occurring off and on for 10-15 years. This opportunity is available through the need to overlay Main Street and while doing so it is logical to make such changes that will provide us the type of downtown environment that will serve the City of Starkville for the next 30-50 years.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Henry Minor or Daniel Havelin

SUGGESTED MOTION:

Move approval of the resolution supporting the engagement of Kimley-Horn to design and provide construction drawings for the redesign and development of downtown Starkville from city hall to and including Montgomery Street and to designate Daniel Havelin as the point person with a commensurate salary increase for the duration of the project to its completion.

RESOLUTION TO SUPPORT THE REDESIGN AND RECONSTRUCTION OF MAIN STREET IN STARKVILLE AND TO ENGAGE KIMLEY HORN TO DEVELOP A FINAL DESIGN AND CONSTRUCTION DOCUMENTS TO EFFECTUATE THAT PLAN AND TO APPOINT CITY PLANNER, DANIEL HAVELIN AS THE CITY POINT OF CONTACT FOR ALL PHASES OF THE PROJECT THROUGH TO COMPLETION

WHEREAS, the Board of Aldermen of the City of Starkville, Mississippi (the “Board”), acting for and on behalf of the residents and citizens of Starkville do hereby find and determine as follows:

1. Main Street from City Hall located at 110 West Main Street to Montgomery Street is a vital economic and social corridor and is necessary for the future development, growth and prosperity in the City of Starkville.
2. The development and growth of Main Street must be designed to create spaces where the core of the city incentives flow leading to and from our central business and entertainment districts to the City’s largest employer, Mississippi State University.
3. The proposed project will create new opportunities and spaces along Main Street to foster growth and encourage development and activity that haven’t seen redevelopment in the past 25-50 years.
4. The redevelopment of Main Street in conjunction with the redevelopment of Highway 182 will combine to acknowledge and affirmatively establish the emphasis on central locations in downtown needed for Starkville to thrive and provide the best opportunity for the City as a whole to advance toward a prosperous and dynamic future.
5. The redesign and development of Main Street will hinge on the support of the downtown business community and their understanding that the process will require small, short-lived inconveniences and sacrifices for the long term greater good and Starkville’s elected officials recognize these short-term inconveniences are necessary to support sustainable growth and excellence in the downtown central business district.
6. The redesign and development will require a dedicated team of professionals to see this project through, keep the public informed and work through the hardships of construction by thinking critically about managing and mitigating adverse daily impacts.
7. The leader of the team shall be the current city planner, Daniel Havelin, who shall serve as a City point of contact and who understands design and landscape architecture and the impact this project will have on the future of Starkville as a university community.
8. In that role and as part of that critical project, he will be compensated for additional duties and responsibilities that exceed his existing job duties as determined by the Board of Aldermen and Mr. Havelin has agreed to such additional workload and responsibilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Aldermen intends to move forward to seek a final redesign and construction plan of Main Street/University Drive beginning at City Hall and extending to and including Montgomery Street intersection with Kimley Horn as the design consultants through to construction documents and that Daniel Havelin shall be the city project point of contact for the coordination and development of the project through to its conclusion. The final redesign and construction plan shall be presented to the Board of Aldermen by Kimley Horn for the Board's consideration in a subsequent meeting.

After discussion, the Board of Aldermen voted in favor of the foregoing resolution as follows:

Ward 1	Ben Carver	_____
Ward 2	Sandra Sistrunk	_____
Ward 3	Jeffrey Rupp	_____
Ward 4	Mike Brooks	_____
Ward 5	Hamp Beatty	_____
Ward 6, Vice Mayor	Roy A.' Perkins	_____
Ward 7	Henry S. Vaughn	_____

This the ____ day of November, 2021

D. Lynn Spruill, Mayor

Attest

Lesa Hardin, City Clerk



AGENDA ITEM DEPT.: Administration

**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA DATE: November 16, 2021
PAGE: 1

SUBJECT: Consideration of entering into an agreement with Park Mobile to provide paid parking from Montgomery Street east to the Cotton District, Russell Street and areas that include retail and residential mixed use.

AMOUNT & SOURCE OF FUNDING: This will be at no additional cost to the city from the use of the mobile app. The City has funded a parking officer and will potentially be able to provide additional parking enforcement through the revenue received from the paid parking options.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This has been an issue that has been requested as a way to make certain that the denser areas in the Cotton District and University Drive and Lampkin and Russell Street areas are available for use during the retail and restaurant hours. Those retailers and restaurateurs have asked for this and Park Mobile provides continuity and familiarity that comes from the its use on the MSU campus.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval the contract with Park Mobile to provide paid parking for the areas along and east of Montgomery Street to include the Cotton District, Russell Street and Lampkin during times of retail and restaurant operations.



AGENDA ITEM DEPT.: Administration

**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA DATE: November 16, 2021
PAGE: 1

SUBJECT: Consideration of calling for public hearings on revising the Sanitation Ordinance to reflect the current operations and to address recycling changes.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Sanitation ordinance has not been updated to reflect some of the changes associated with the alteration recycling operations.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of calling for public hearings on revising and updating the sanitation ordinance to reflect current operations.



**STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 11.16.2021
PAGE: 1**

SUBJECT: Consideration and appointment of Mr. Dalton McAlpin, the sole applicant to fill an expired term with the Starkville-Oktibbeha County Public Library Board of Trustees. The term for this position will expire on October 31, 2026.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Move for approval to appointment Mr. Dalton McAlpin to a five a five-year term with the Starkville-Oktibbeha County Public Library Board of Trustees. The term will expire October 31, 2026.

DOLTON W. MCALPIN

110 COPPERFIELD COURT
STARKVILLE, MS 39759

TELEPHONE: 662-312-3516
EMAIL: doltonmc1@gmail.com

The Honorable D, Lynn Spruill
City Of Starkville
101 Lampkin Street
Starkville, MS 39759

RE: Appointment To Library Board

Dear Mayor Spruill:

I am interested in being appointed to the library Board Of Trustees for a term commencing in October, 2021. I previously served on the Board for several years but I have been off the Board for a year and I believe I am eligible for reappointment.

Very truly yours,


DOLTON W. MCALPIN

cc: Mr. Phillip Carter



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 11.16.21
PAGE: 1**

SUBJECT:

Consideration of seeking quotes for the City's annual liability insurance policy and to receive quotes for both consent-to-settle and non-consent-to-settle provisions.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE: The City liability policy runs January 1 through December 31.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT: Attorney Chris Latimer or Vice-Mayor Roy A'. Perkins

SUGGESTED MOTION: Approval to seek quotes for the City's annual liability insurance policy and to receive quotes for both consent-to-settle and non-consent-to-settle provisions.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 11.16.21
PAGE: 1**

SUBJECT: Consideration of striking the insurance surcharge of \$75 per month from the City's Covid-19 Employee Vaccination Policy.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Alderman Ben Carver

SUGGESTED MOTION: Move to strike the insurance surcharge of \$75 per month from the City's Covid-19 Employee Vaccination Policy.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 11.16.2021
PAGE: 1

SUBJECT: Consideration of authorizing the Mayor to sign a legal and compliance certification for the Spring Street connector TAP application and authorization to complete any necessary paperwork in association with TAP Application or activation documents.

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 City is in the process of applying for another Transportation Alternatives Project in conjunction with Mississippi State and possibly Oktibbeha County. Our community has seen the impact of these projects as it relates to walkability, bikability, and overall quality of life. A map is attached showing some of the previous projects and how they are starting to connect and include: Lynn Lane multi-use path, Russell Street, Locksley Way, Linkage connector (recently completed), and the Collegeview connector (in design stage). This project is unique in that it will connect three previously completed TAP projects.

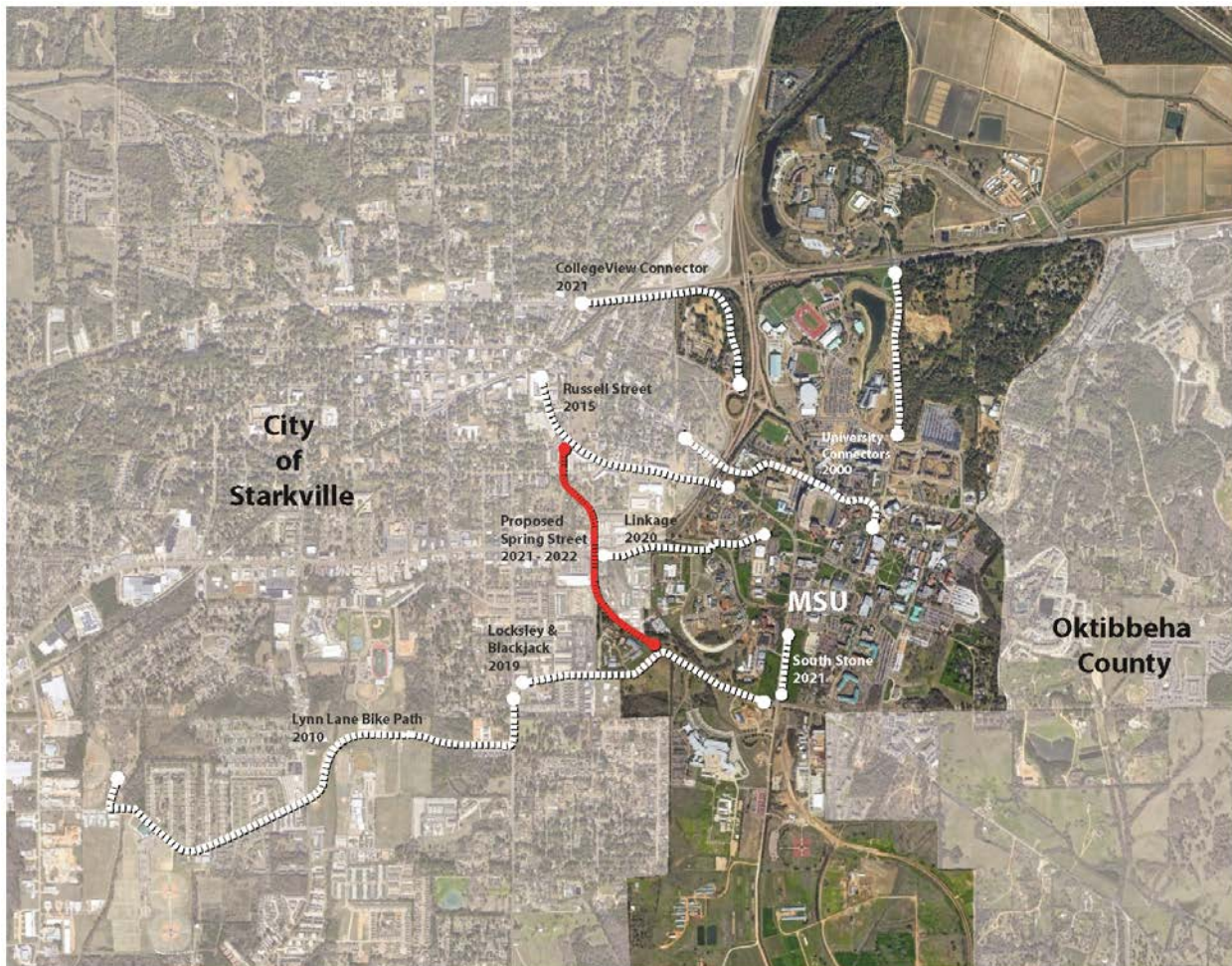
The proposal of the project is to conform the section of Spring Street between Russell Street and Highway 12 from a 4 lane section to a 3 lane section with bike lanes and accompanying sidewalks. This section will look very similar to Russell Street after the transformation. The intersection of Highway 12 will be improved for safety while maintaining traffic flow and access. South of Highway 12, a 10' multi-use path will be constructed on the west side of the roadway connecting to the existing path at Locksley Way. This section will be off of the roadway in a separated path similar to the Blackjack Road and Lynn Lane path. Attached are conceptual sections showing the proposed improvements.

As part of the application, the Mayor must sign a letter stating:

"This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and the project complies with all applicable codes and/or regulations required for its completion."

This project total cost is approximately \$3 Million. The construction portion of the project is eligible for an 80/20 match. MSU has already committed to being a partner in the local match and we are approaching the County at an upcoming meeting to discuss the project with them. If all three entities share the local match, it will be approximately \$270,000 each which will be spread over 2-3 budget cycles.

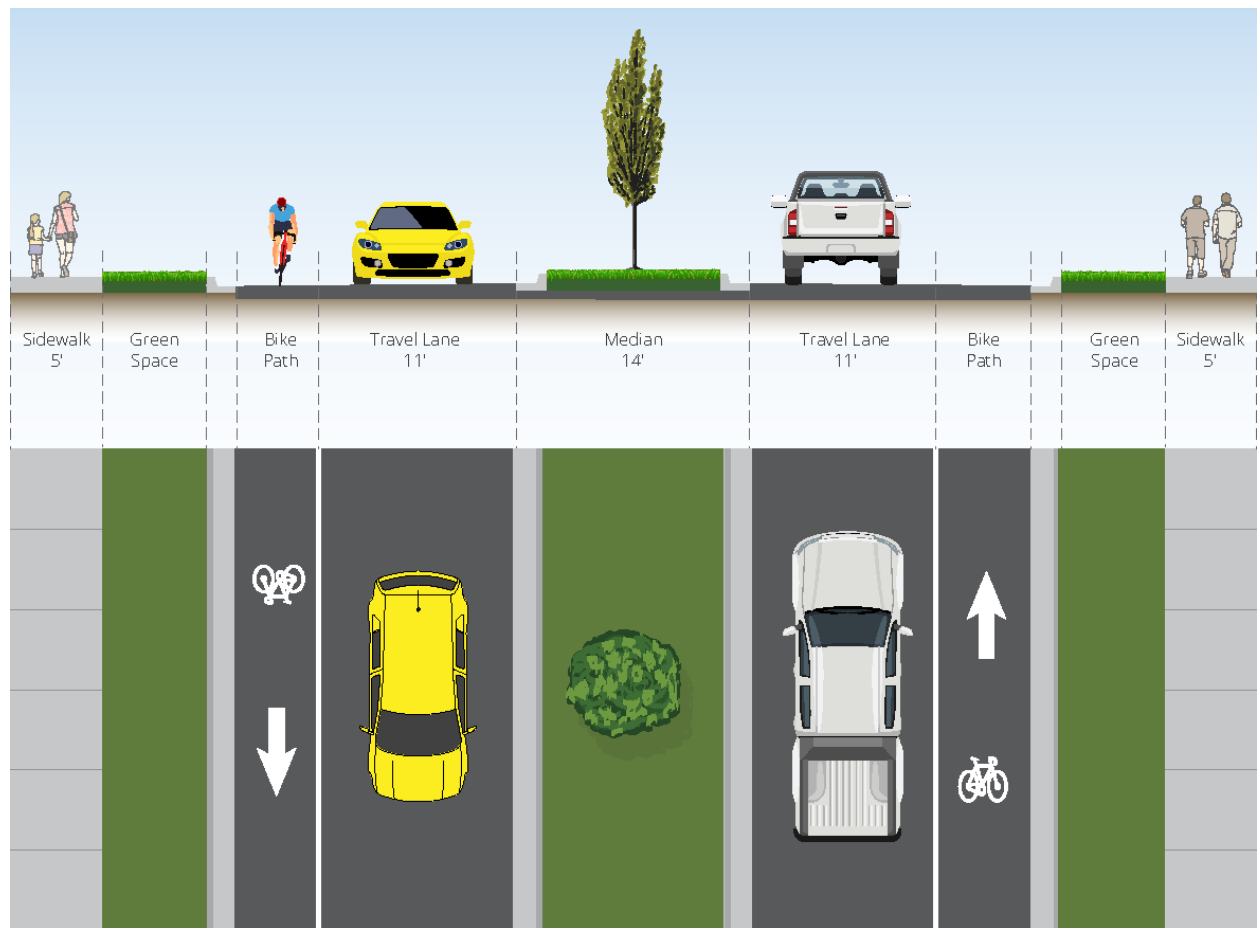
SUGGESTED MOTION: Move for approval authorizing the Mayor to sign a legal and compliance certification for the Spring Street connector TAP application and authorization to complete any necessary paperwork in association with TAP Application or activation documents.



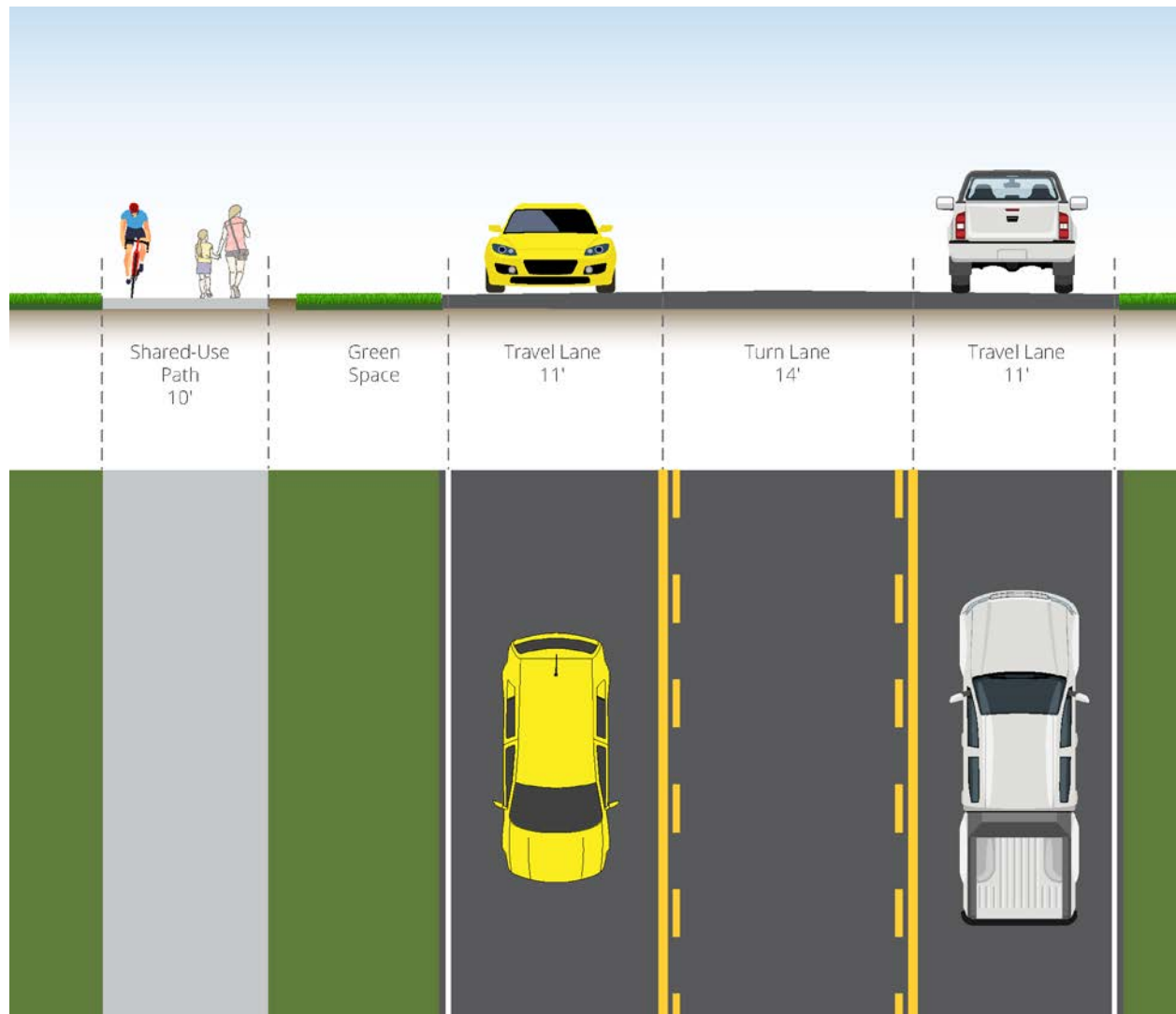
Previous TAP Projects for the City, County and MSU



Proposed project showing connections to previous projects



Street section north of Hwy 12 (between Russell Street and Hwy 12)



Street section south of Hwy 12 (between Hwy 12 and Locksley Way)



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 11.16.2021
PAGE: 1

SUBJECT: Consideration of accepting the low quote from N.L. Carson Construction to drive pilings for the new bridge for the Sportsplex overflow parking lot access off Spruill Industrial Road and authorize purchase of necessary materials to complete this project.

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

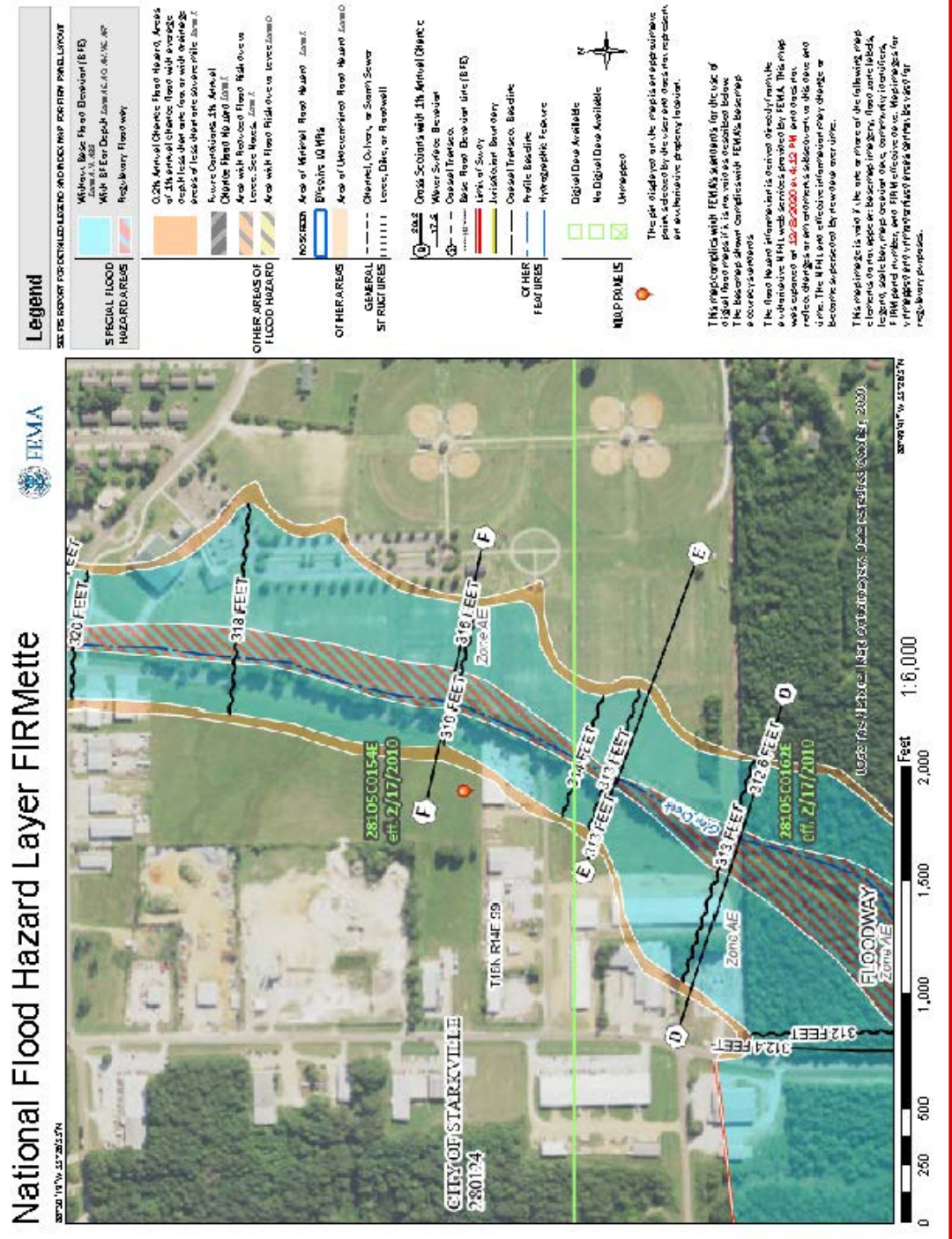
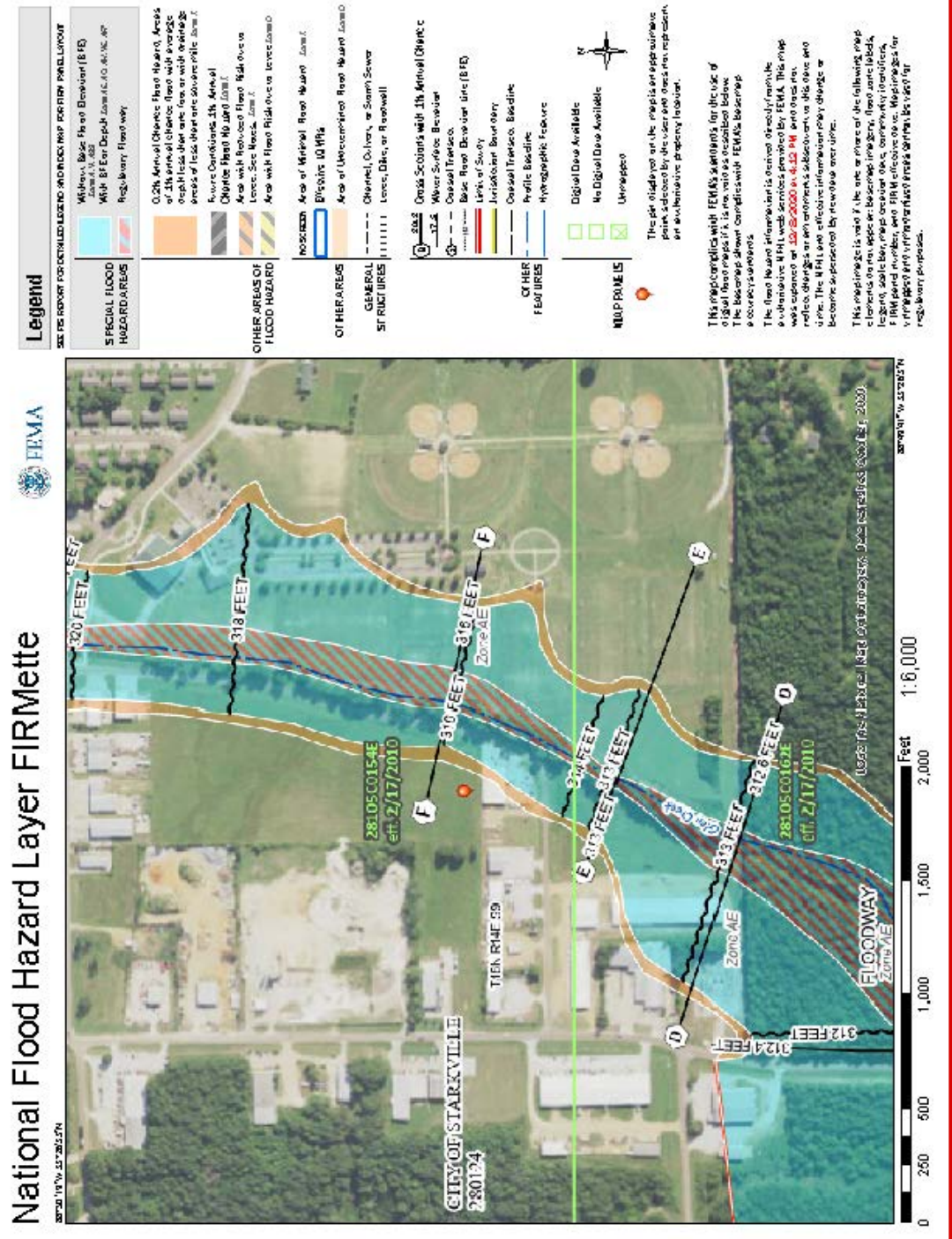
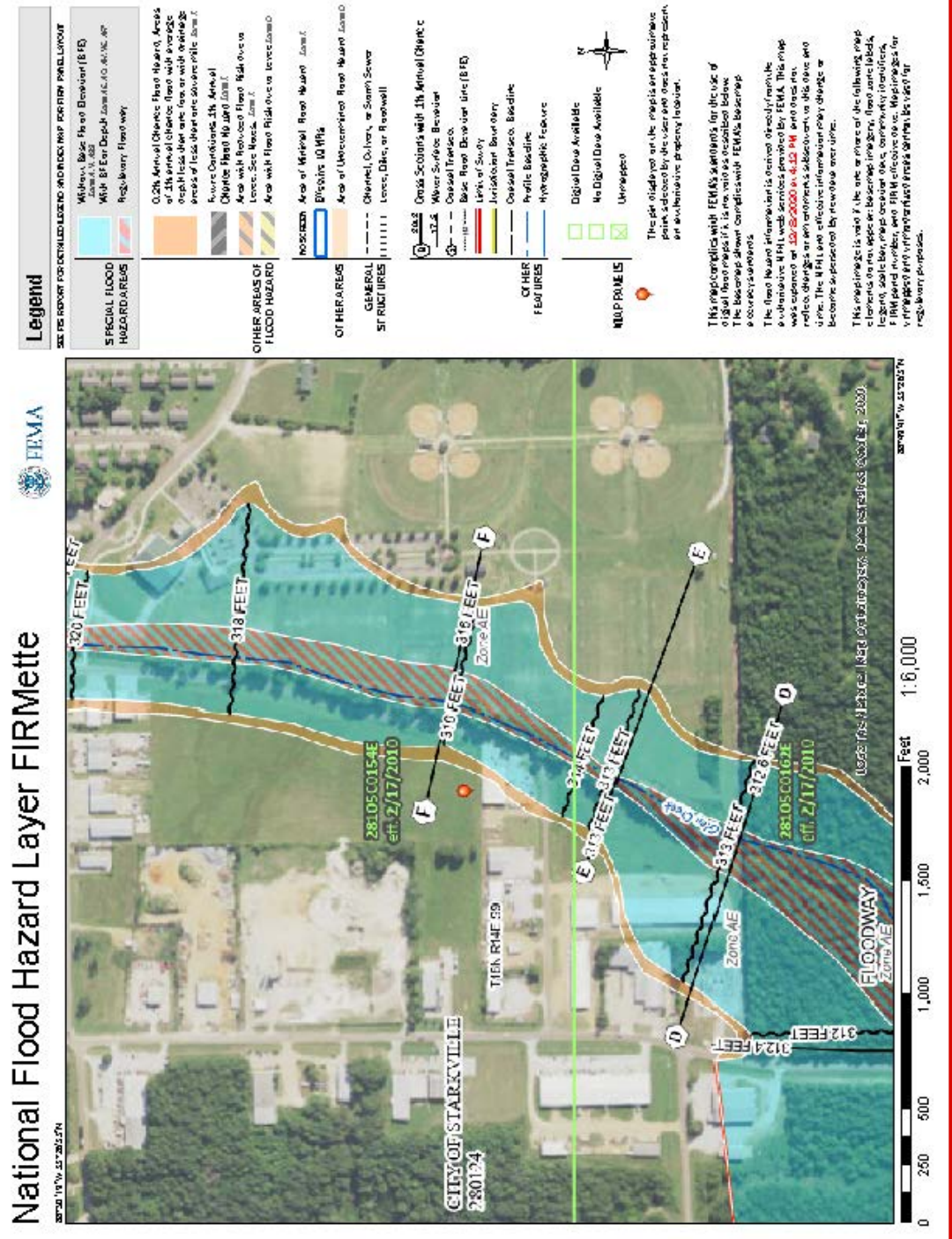
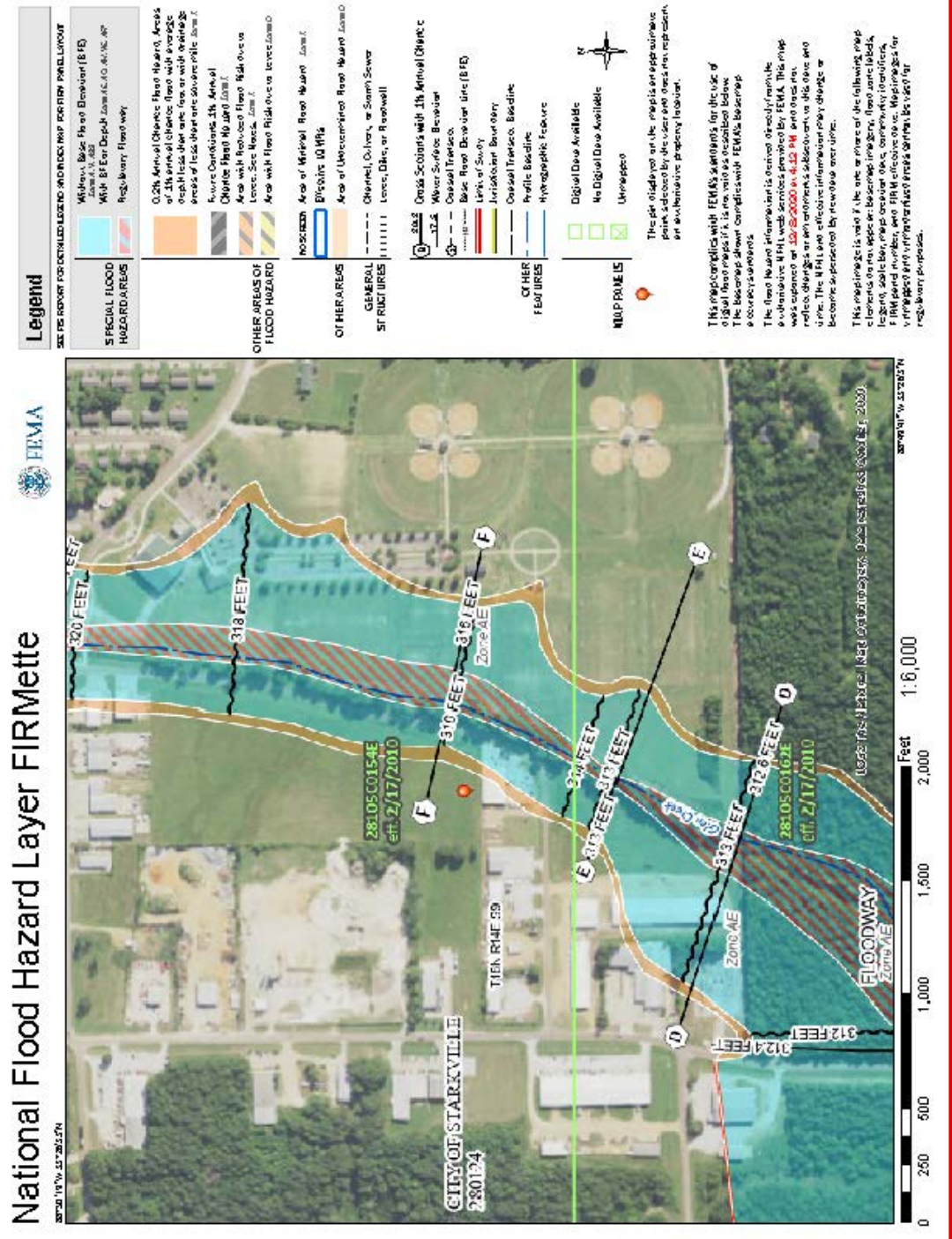
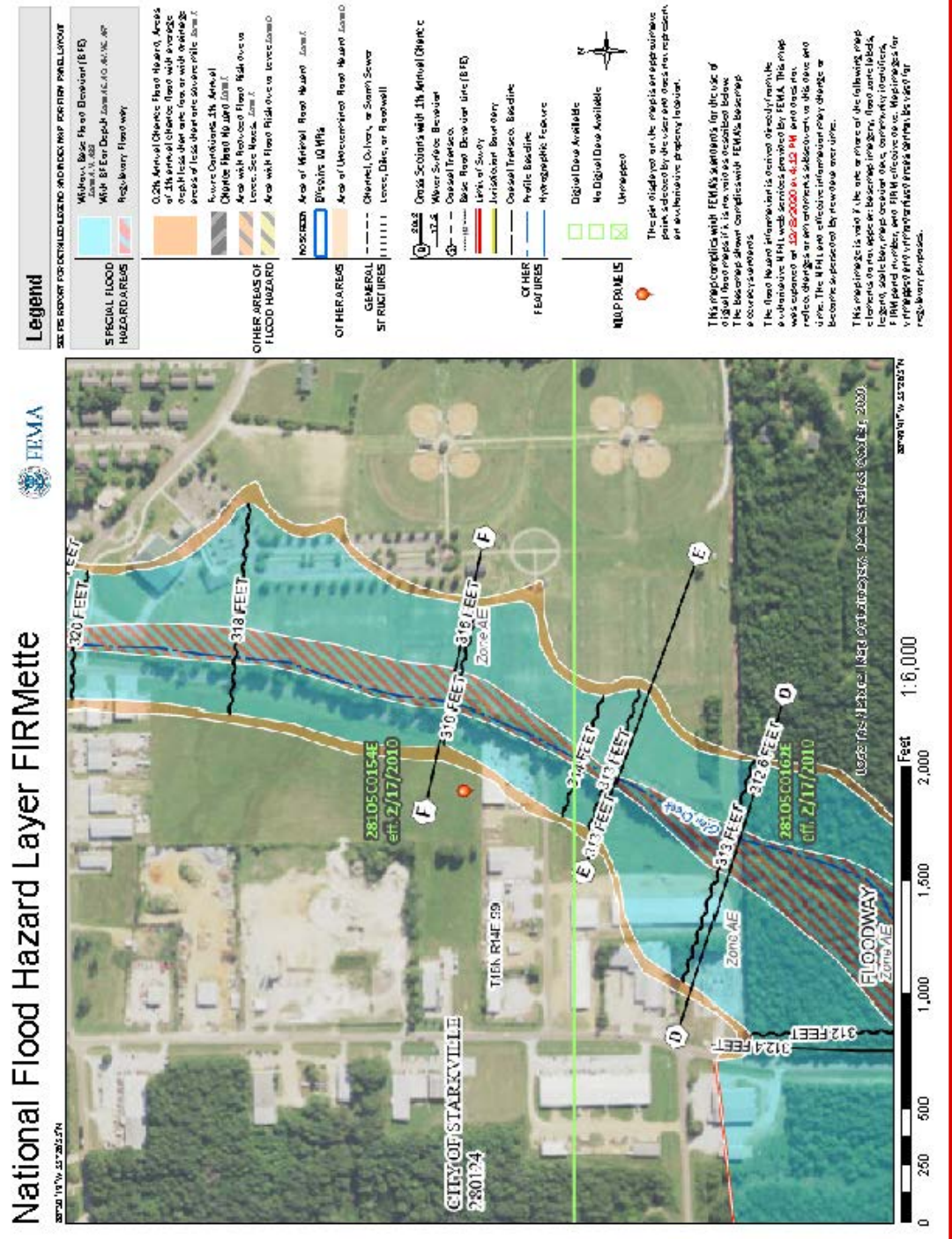
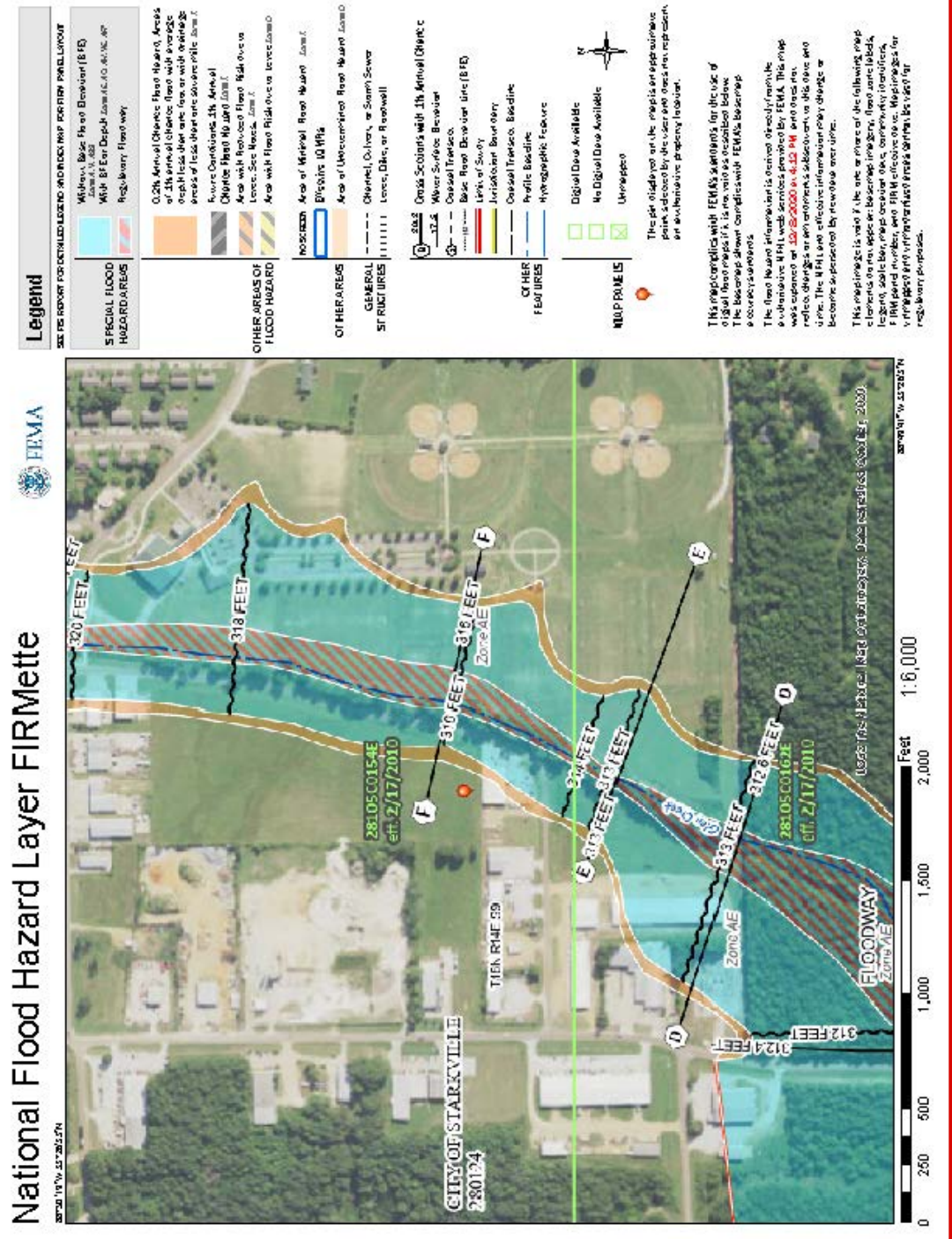
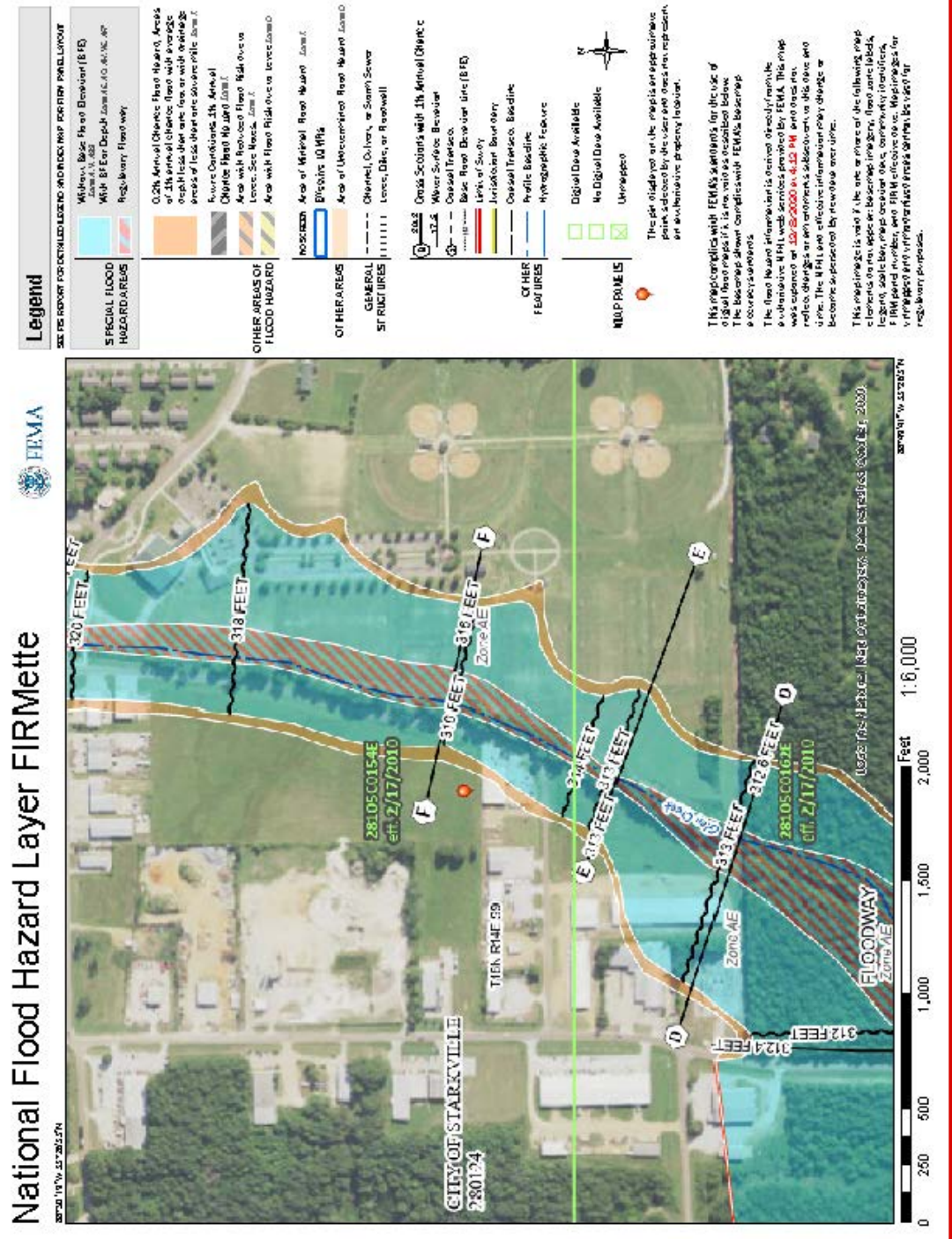
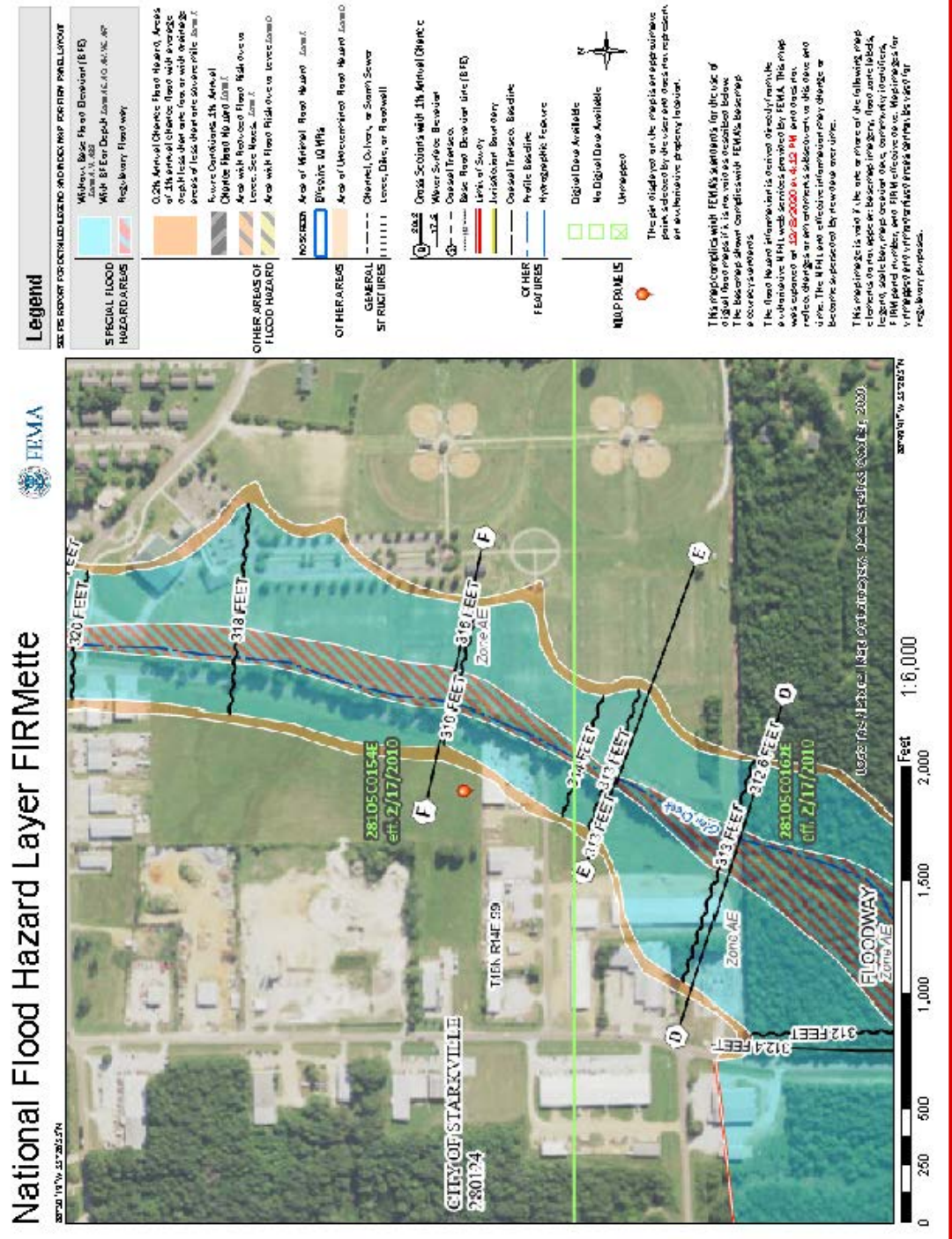
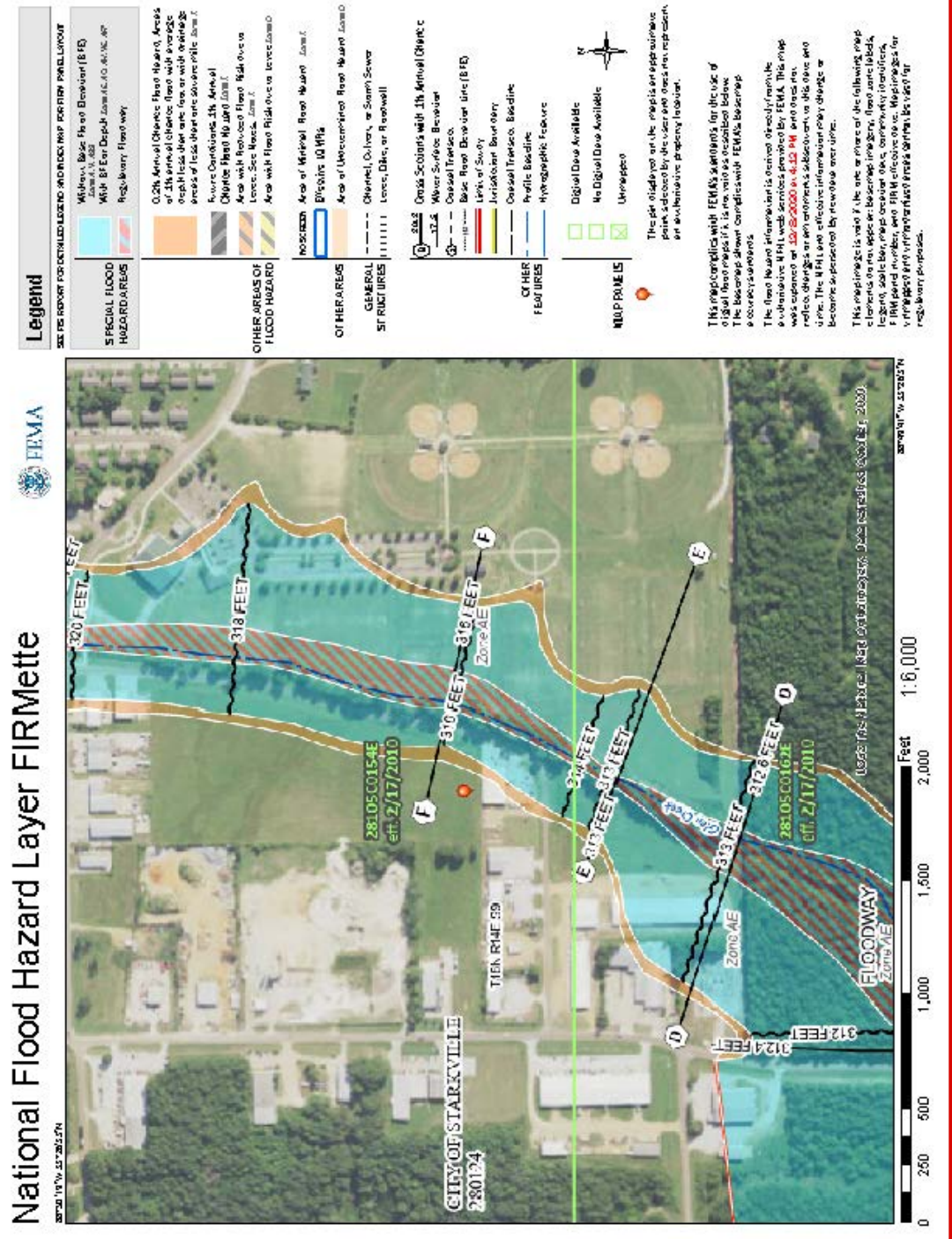
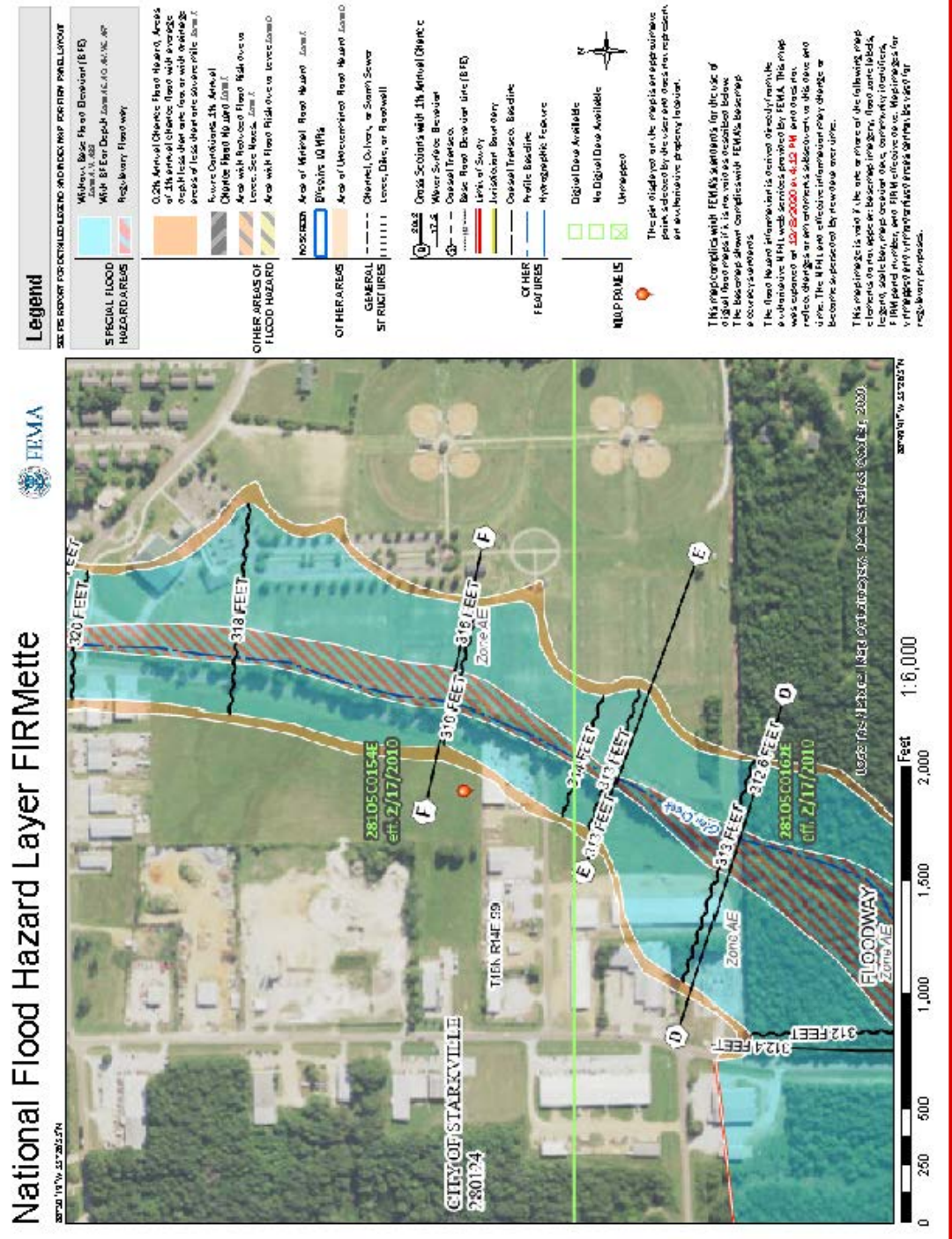
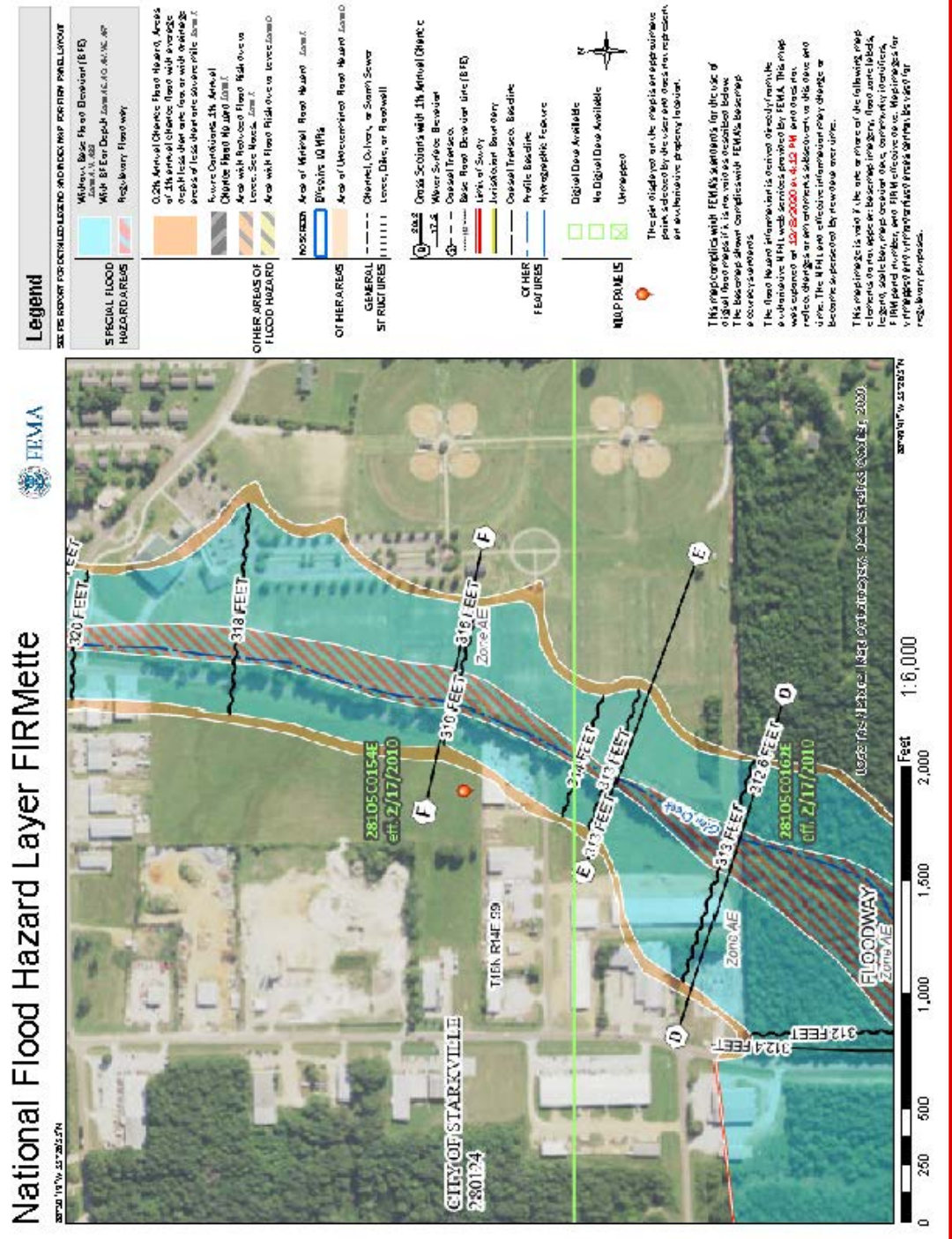
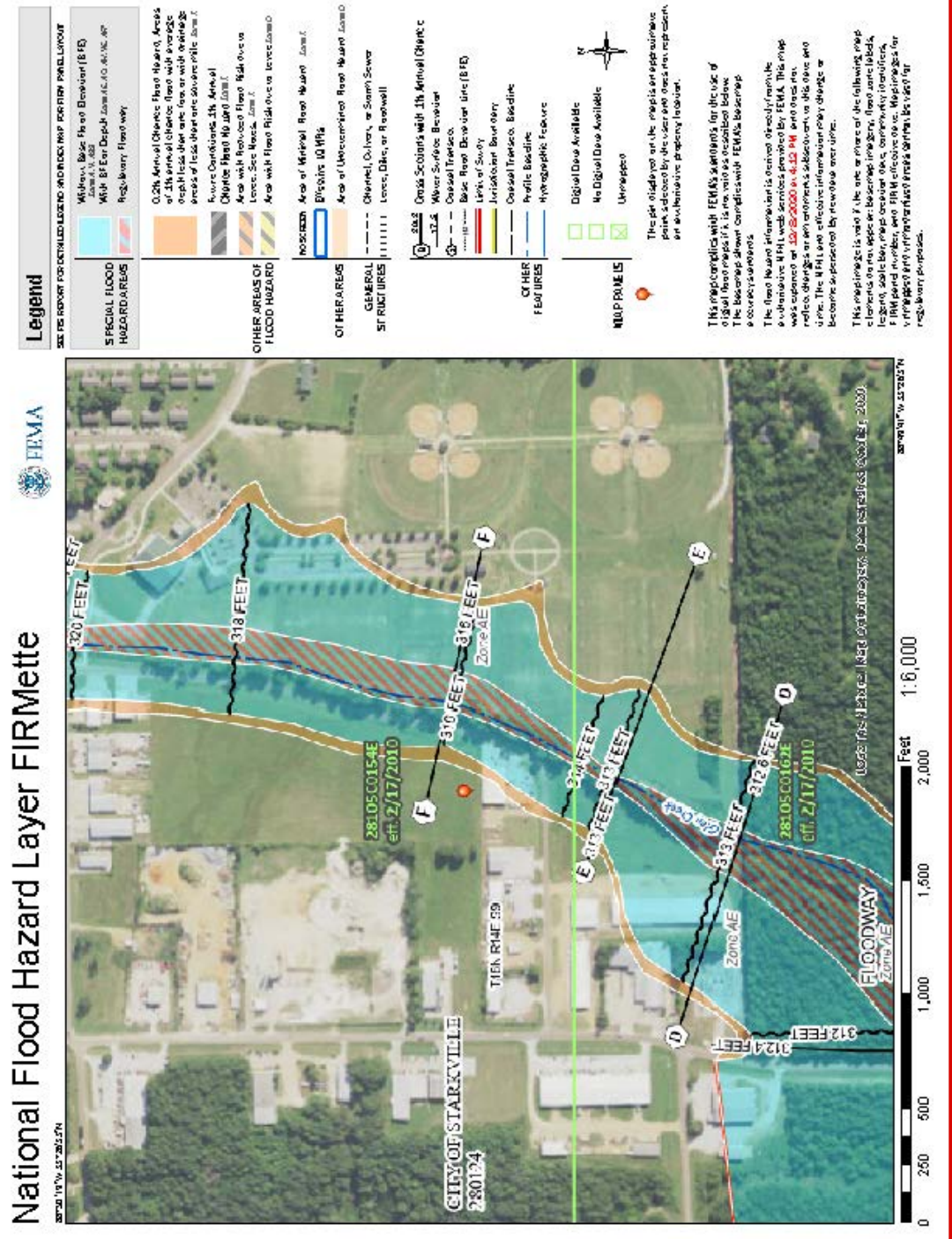
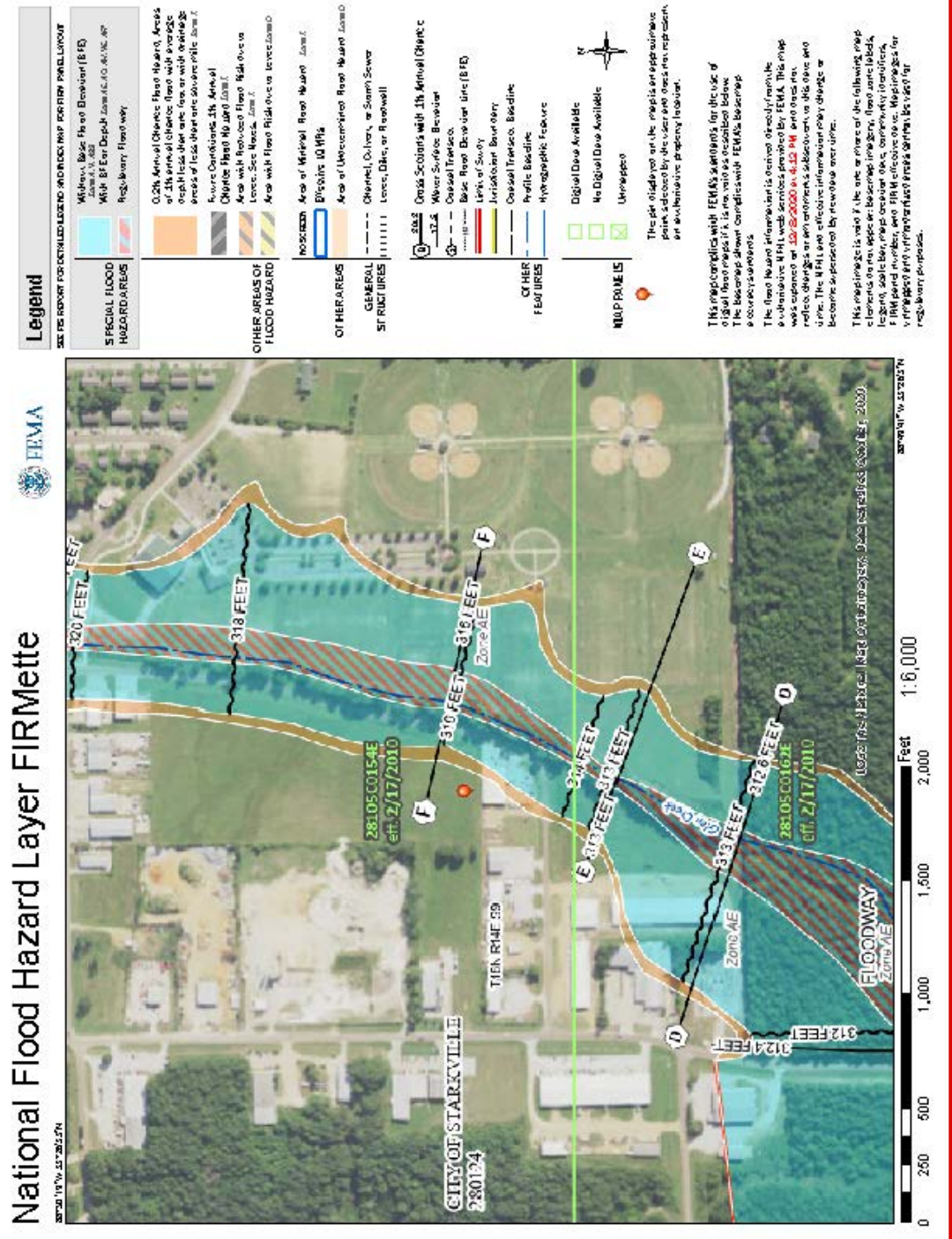
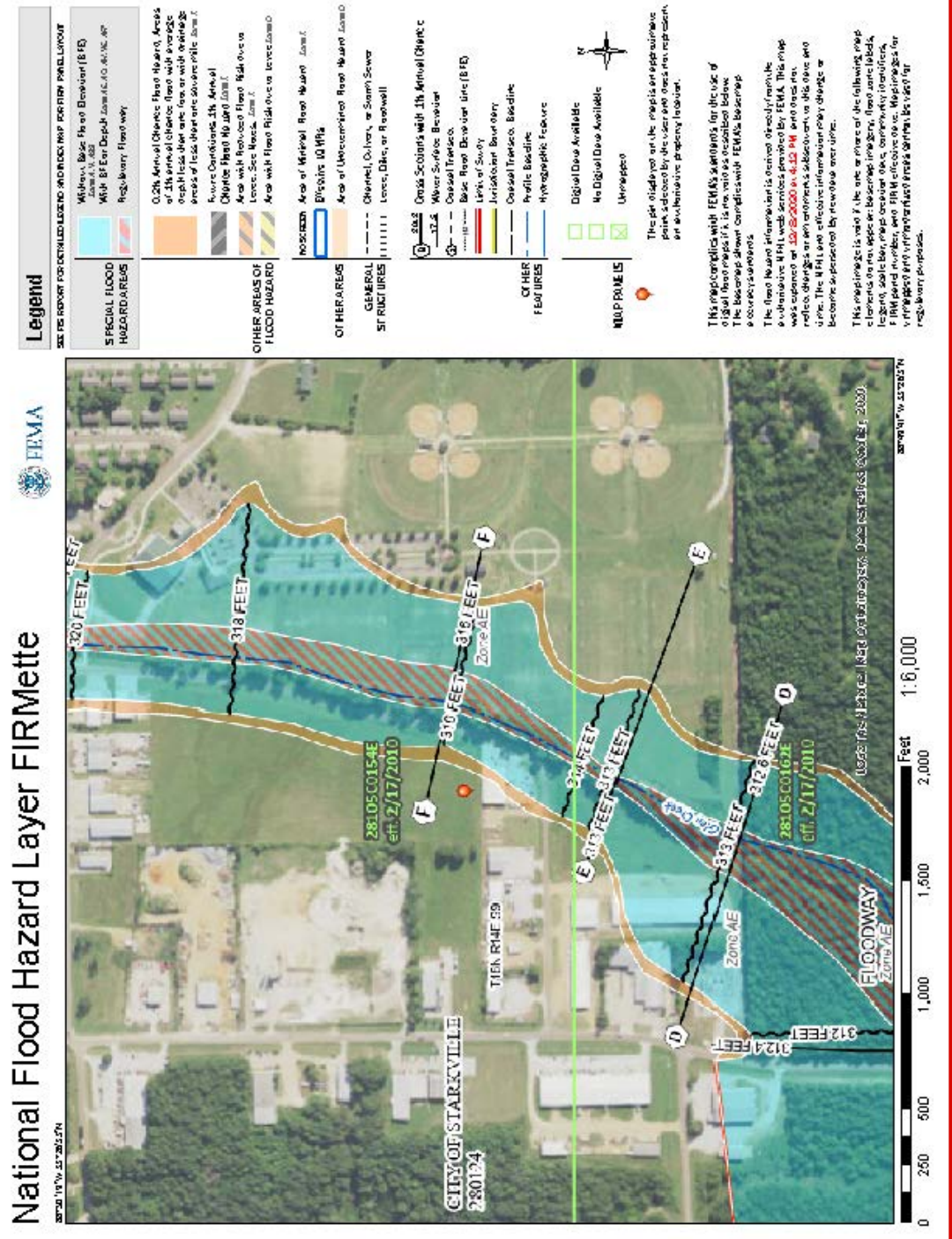
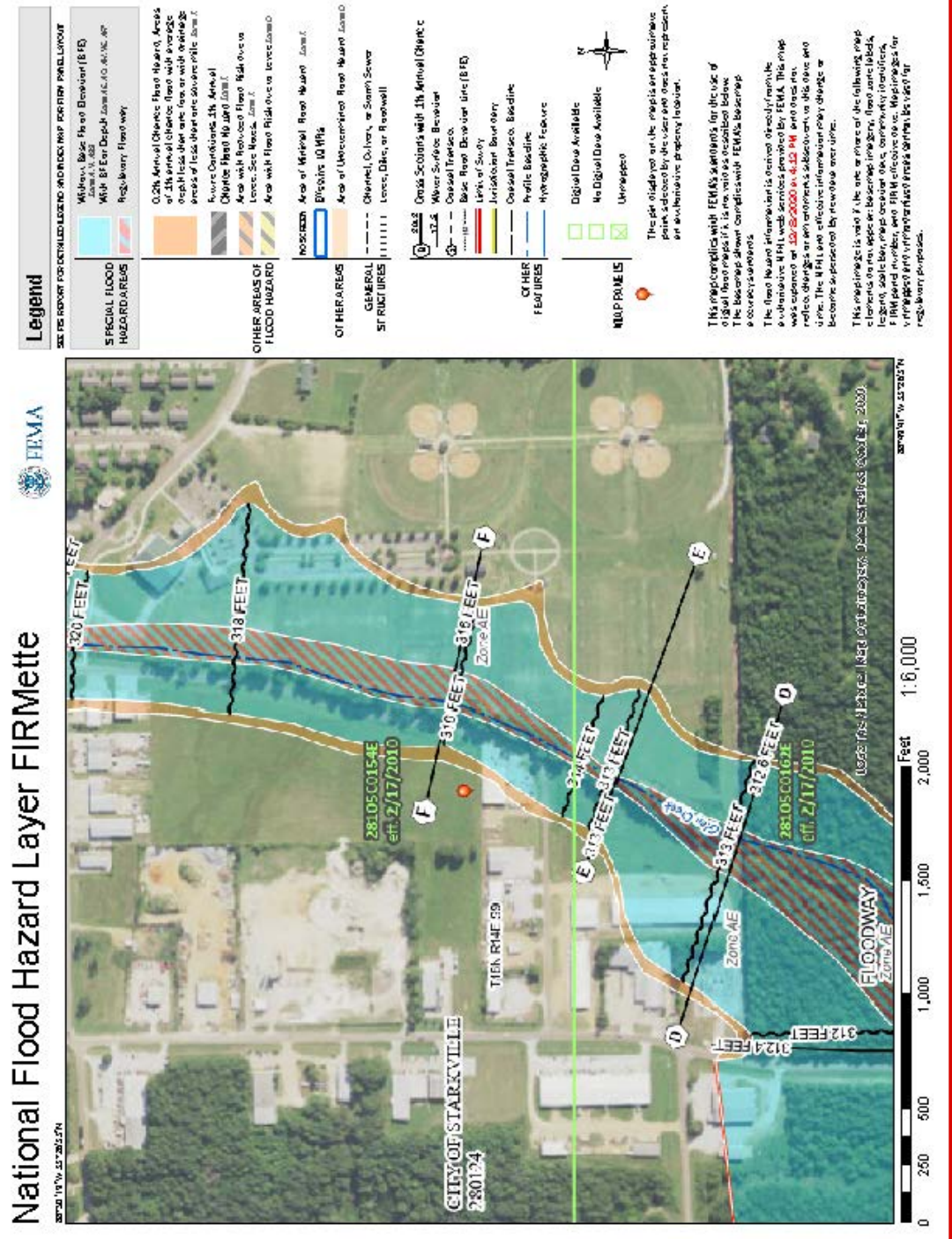
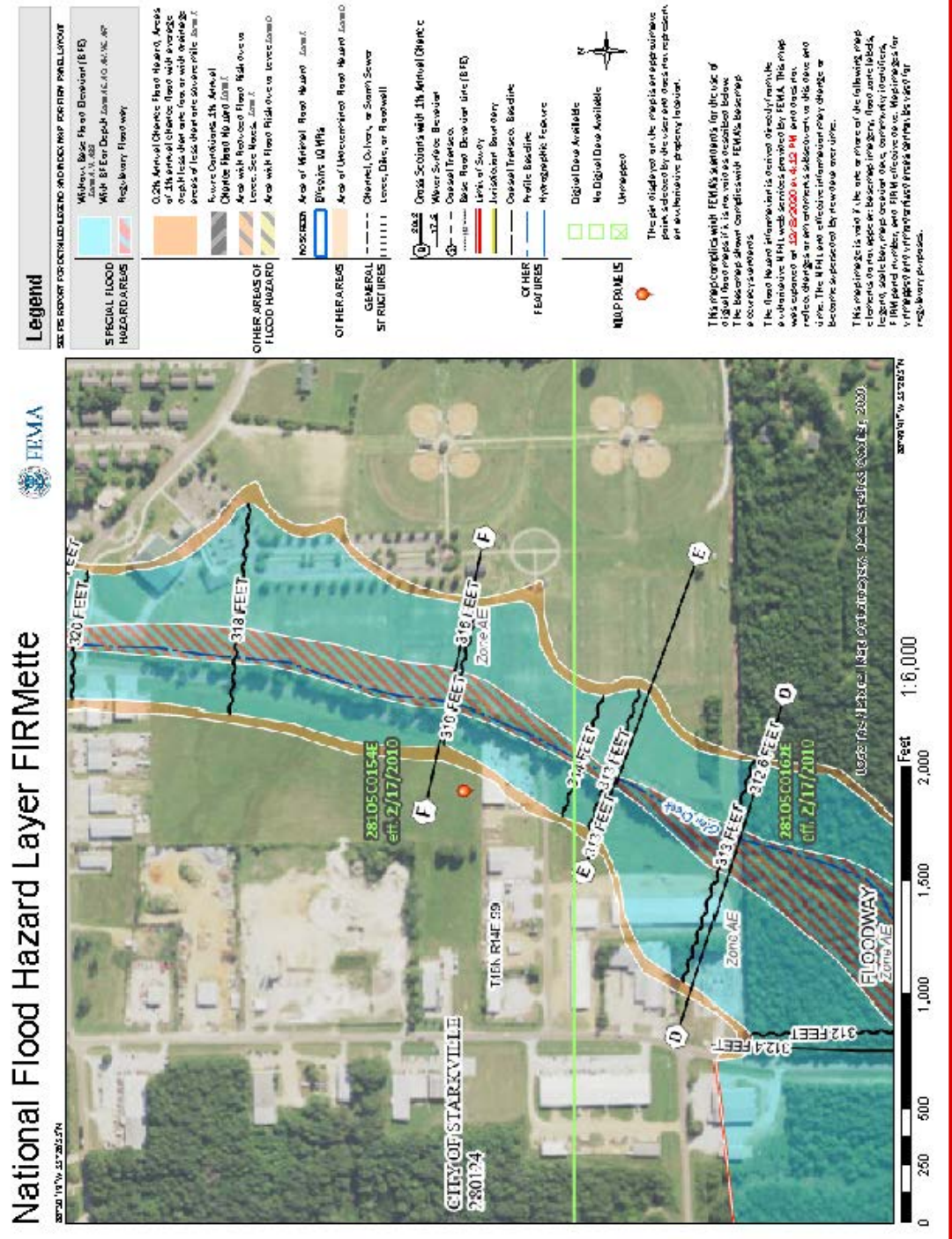
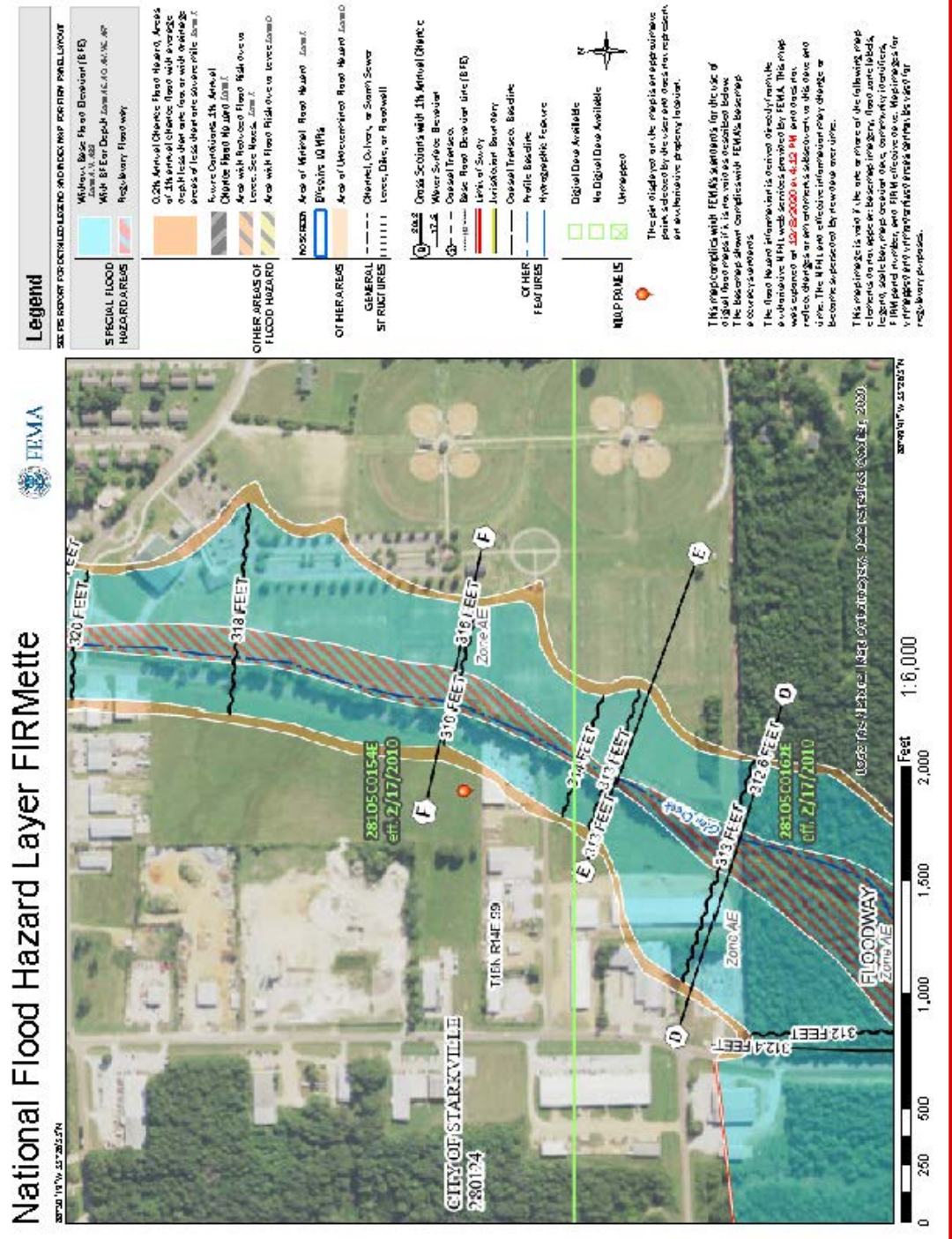
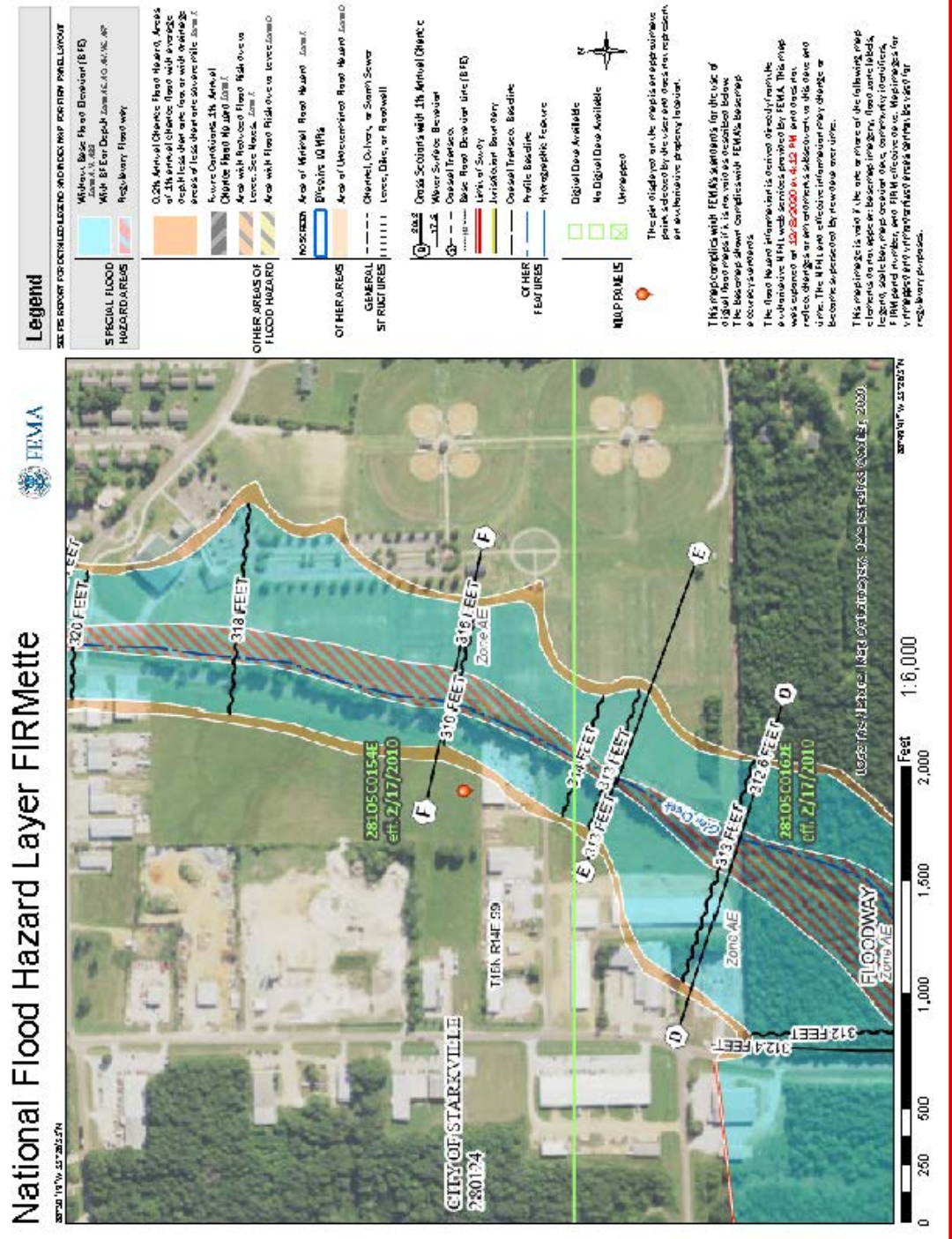
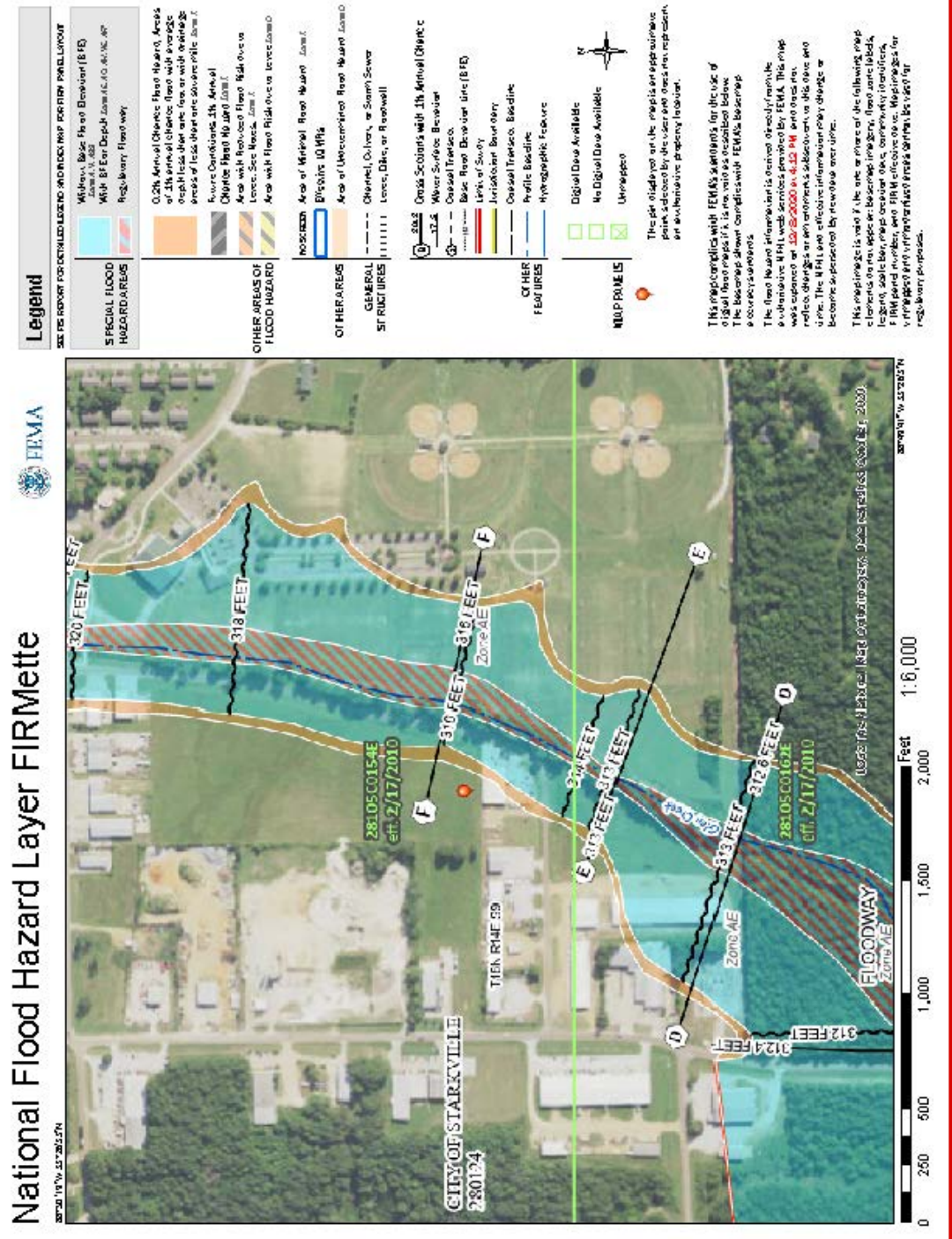
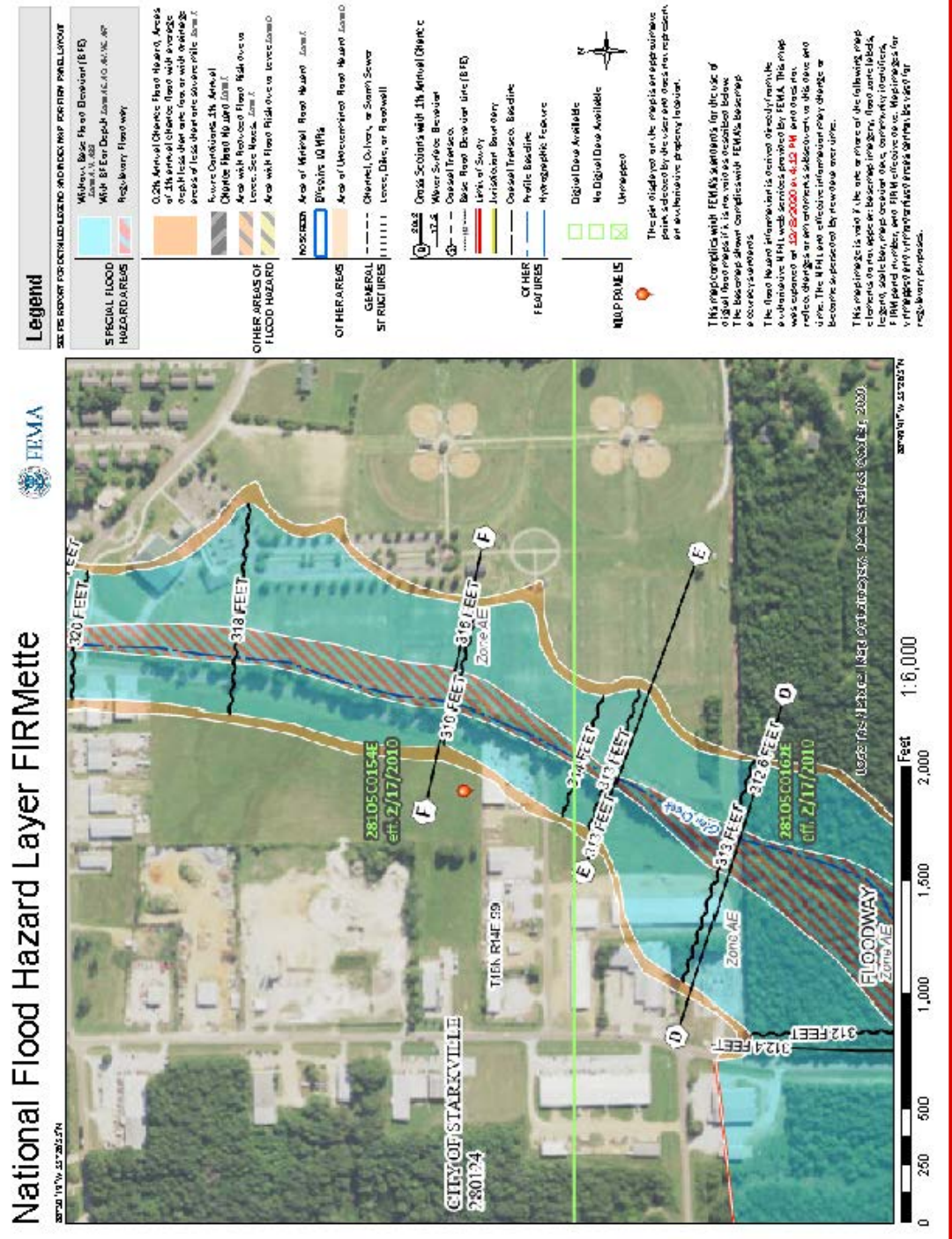
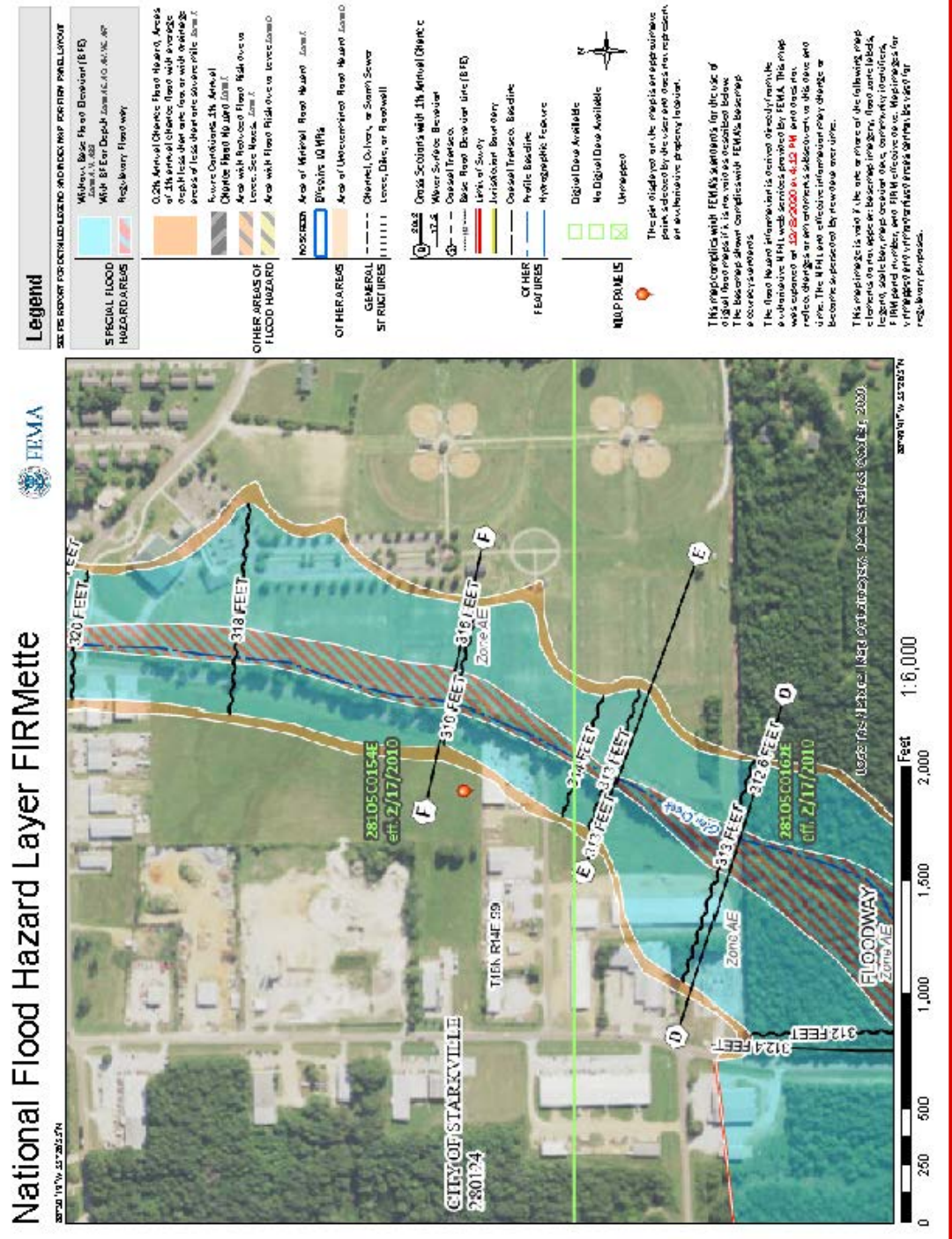
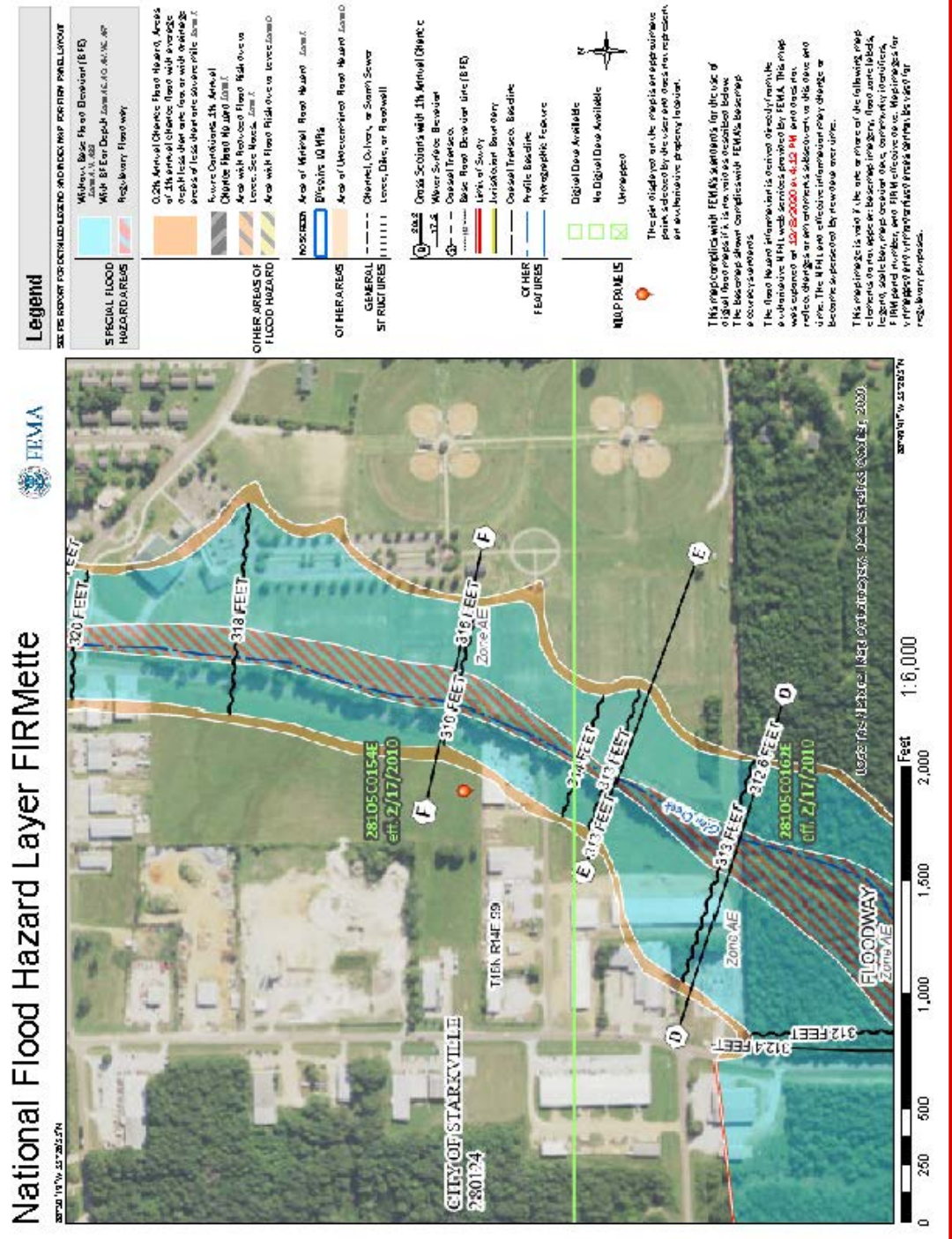
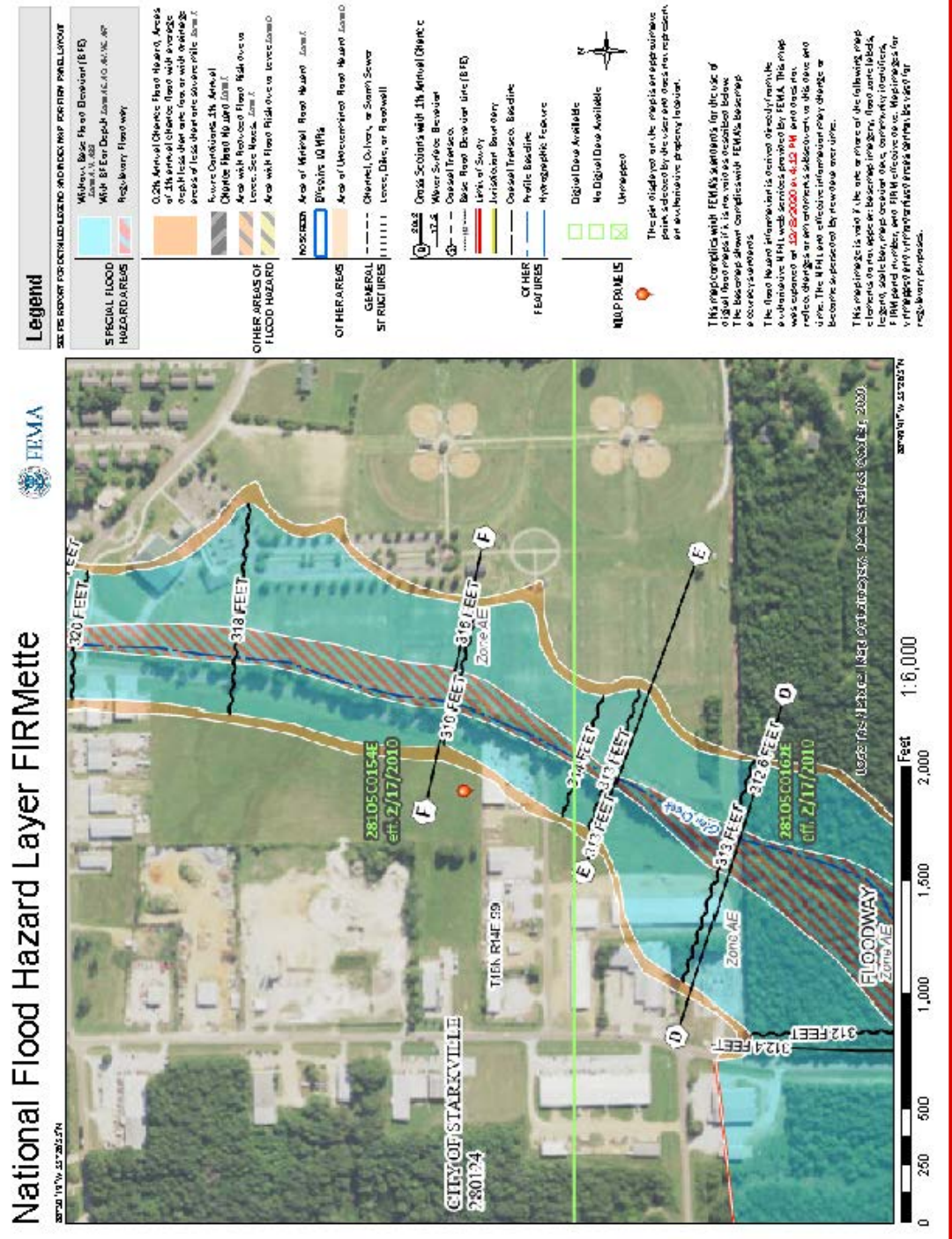
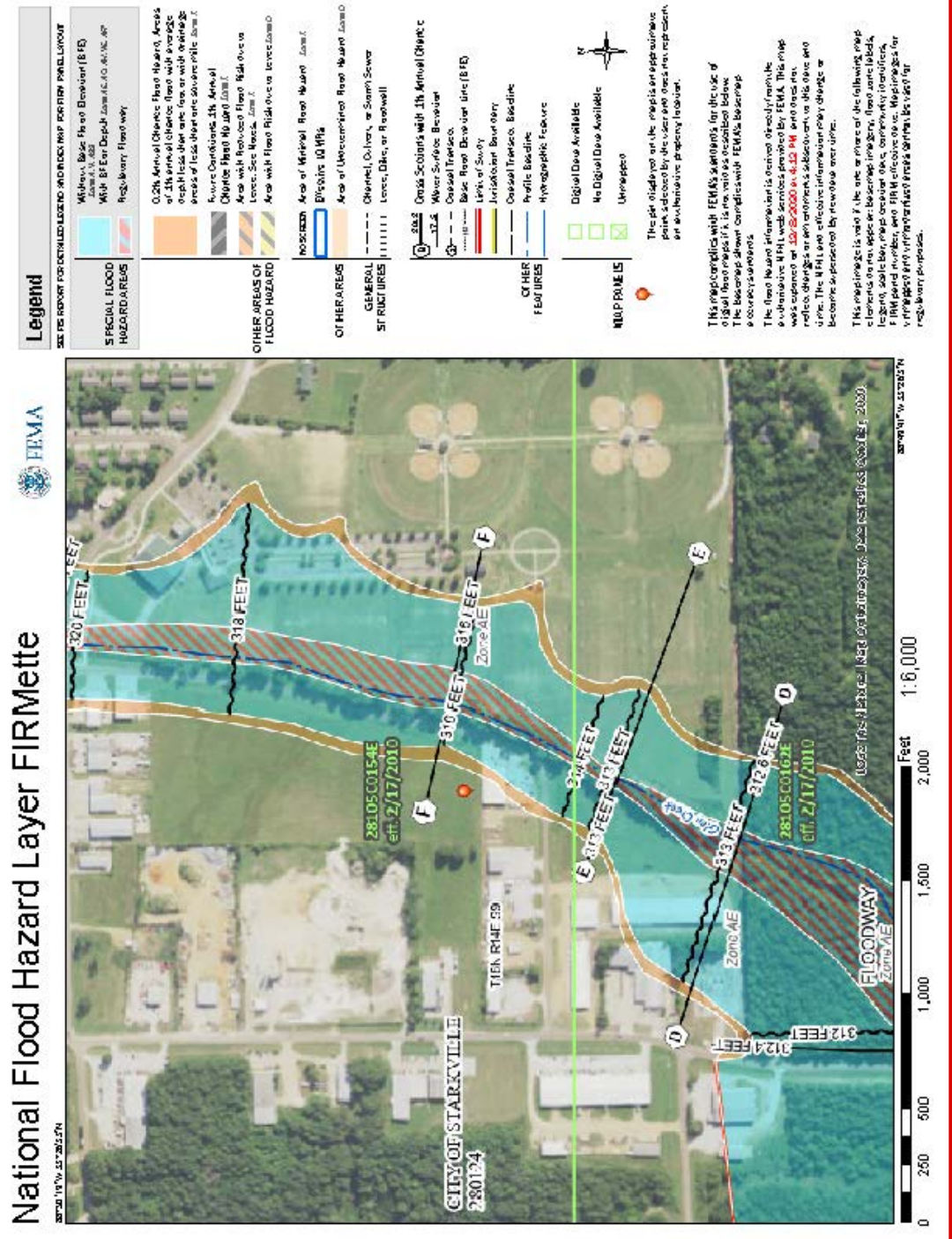
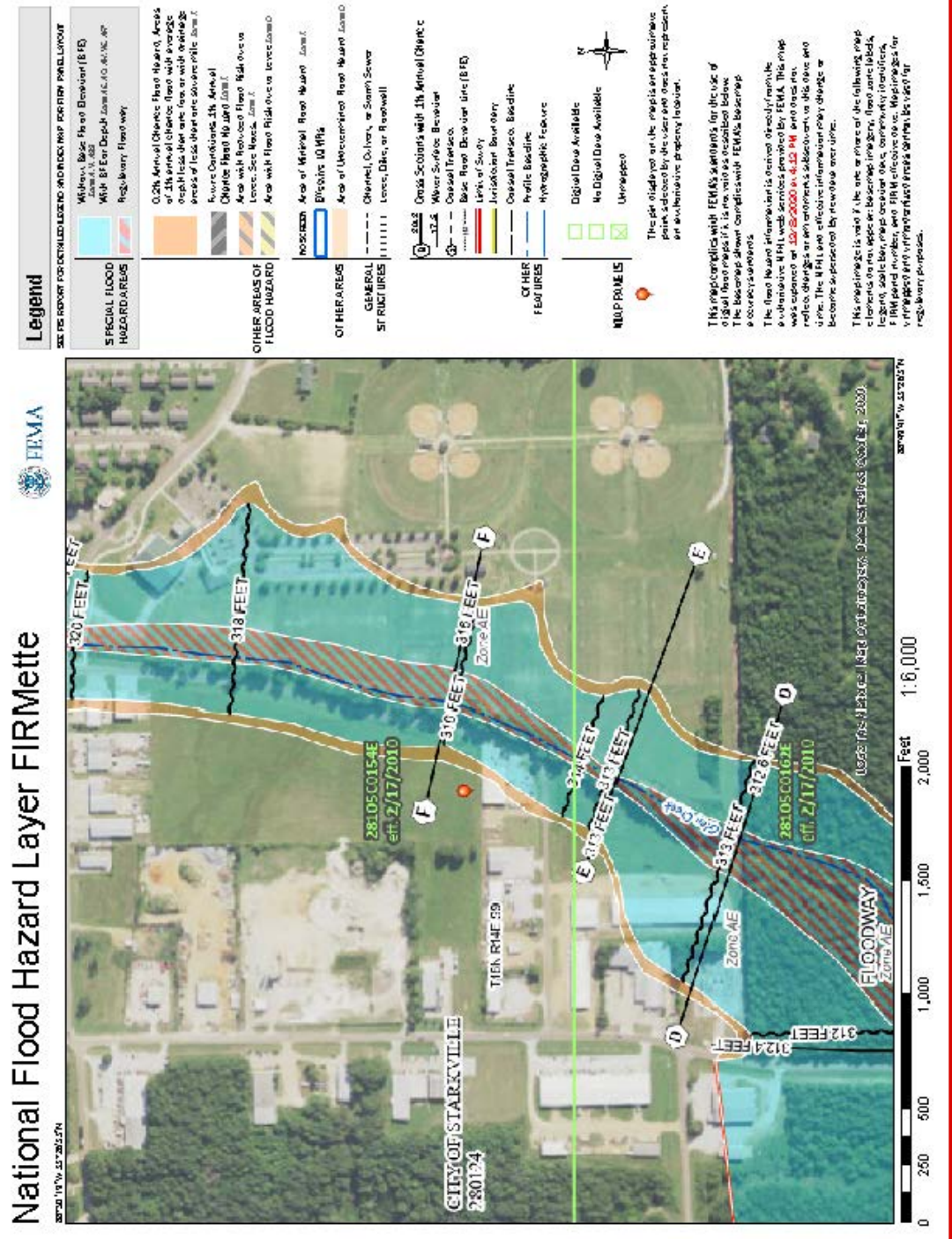
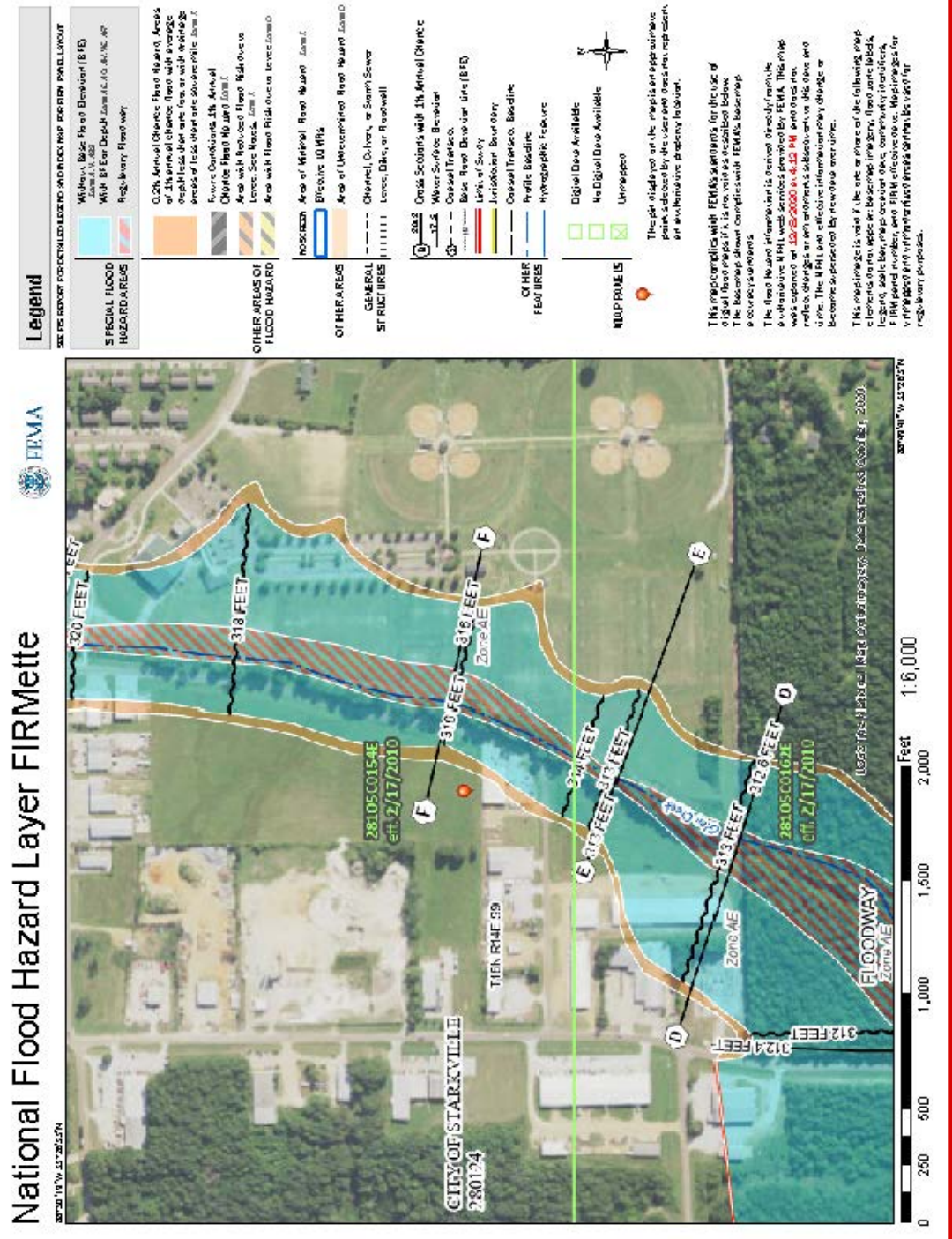
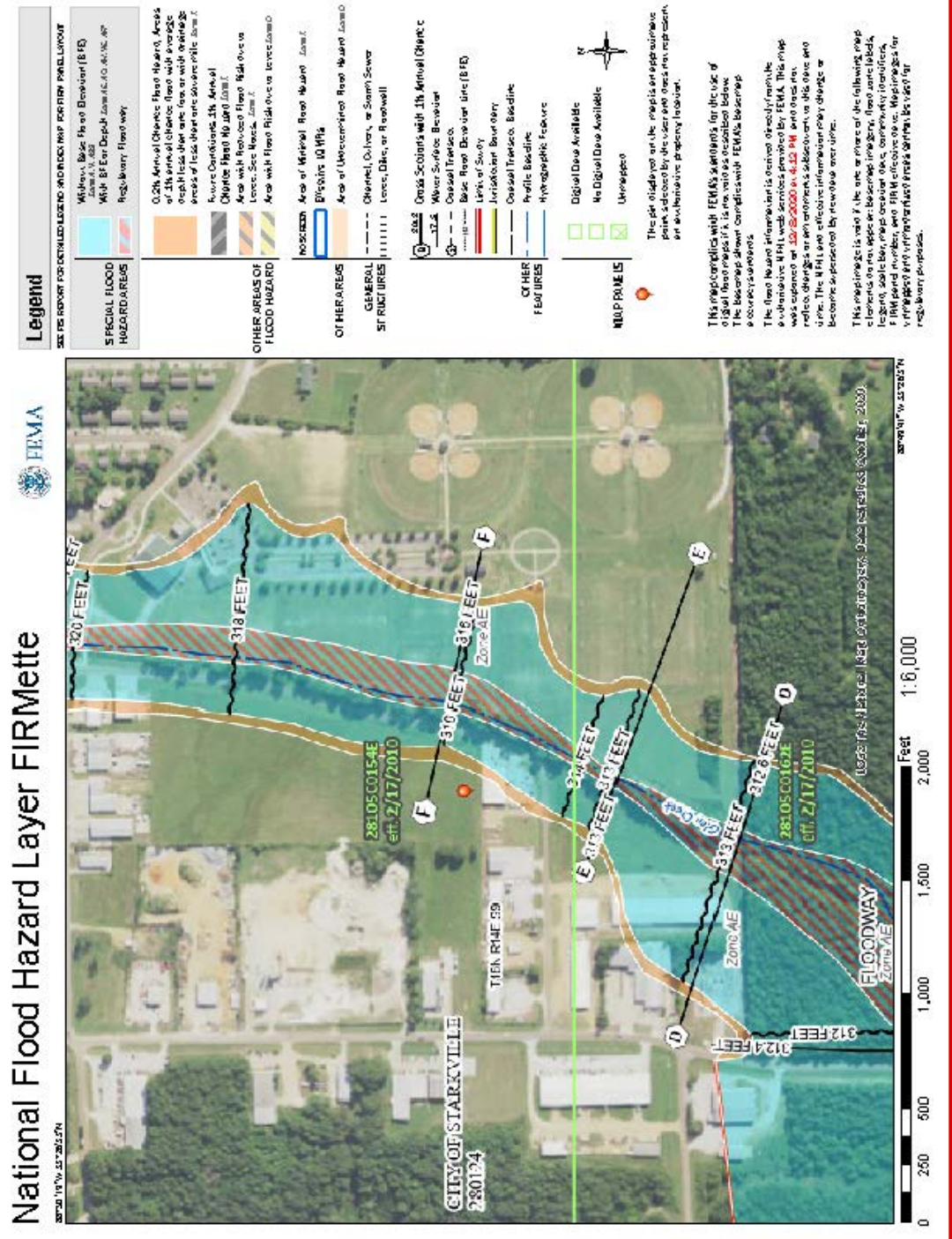
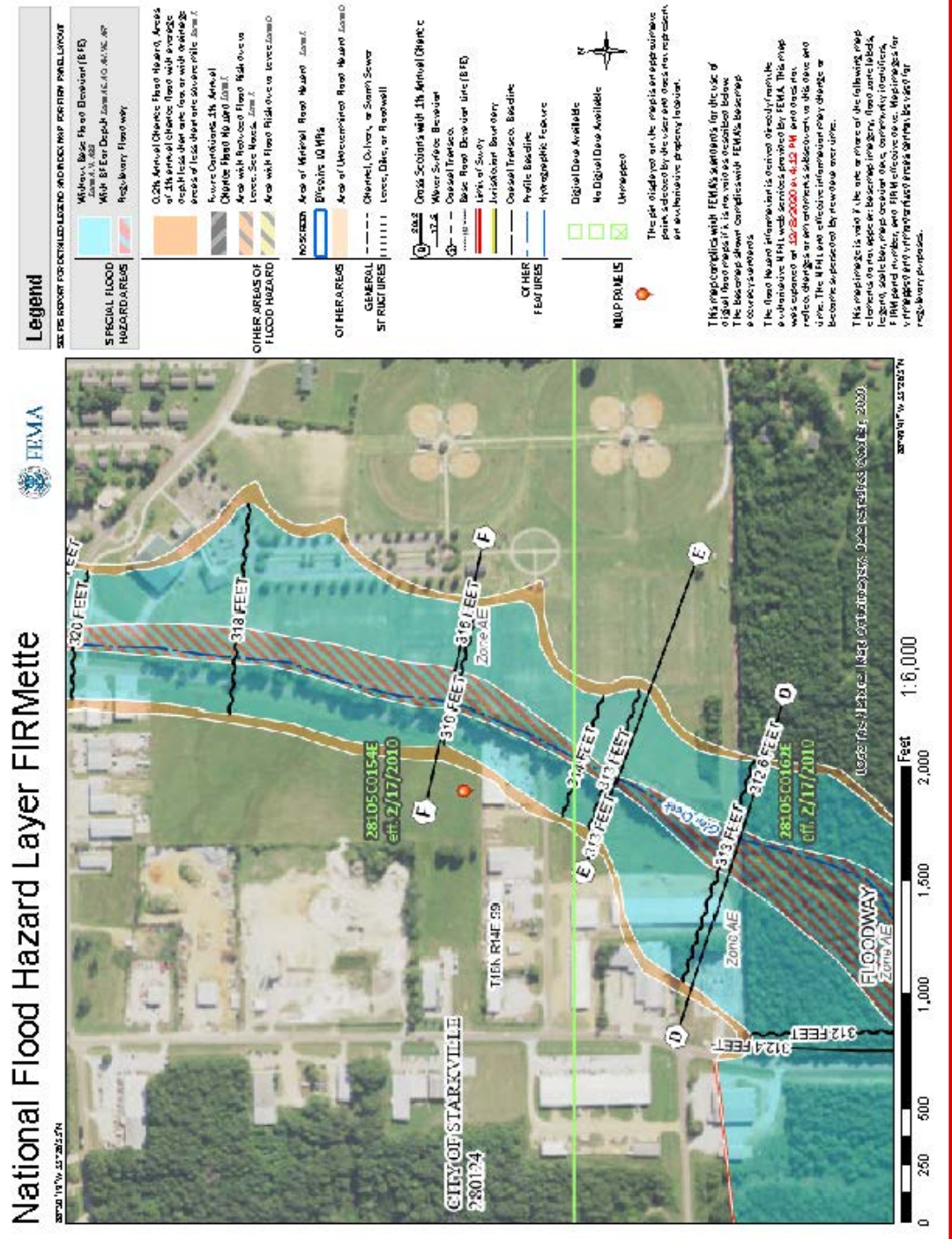
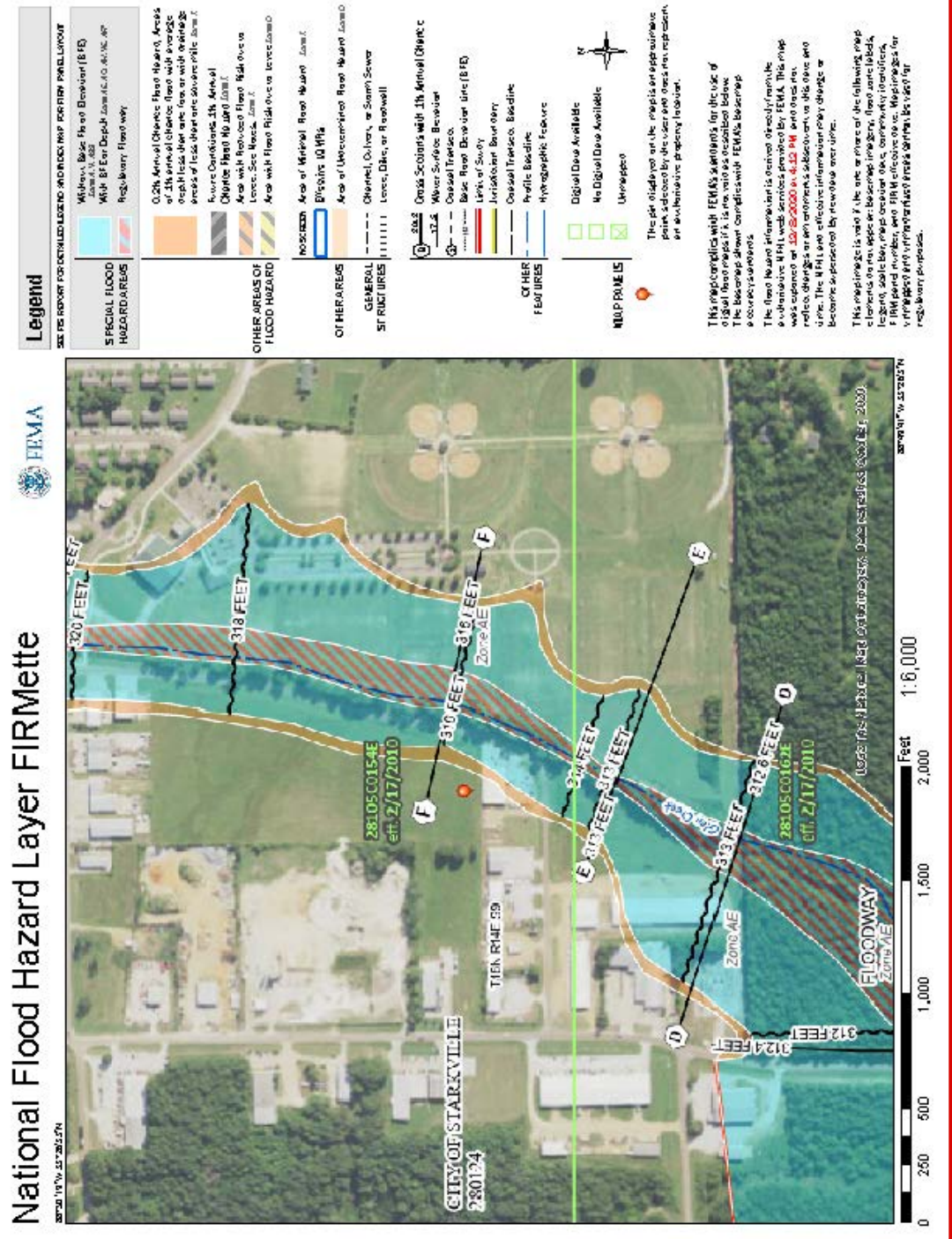
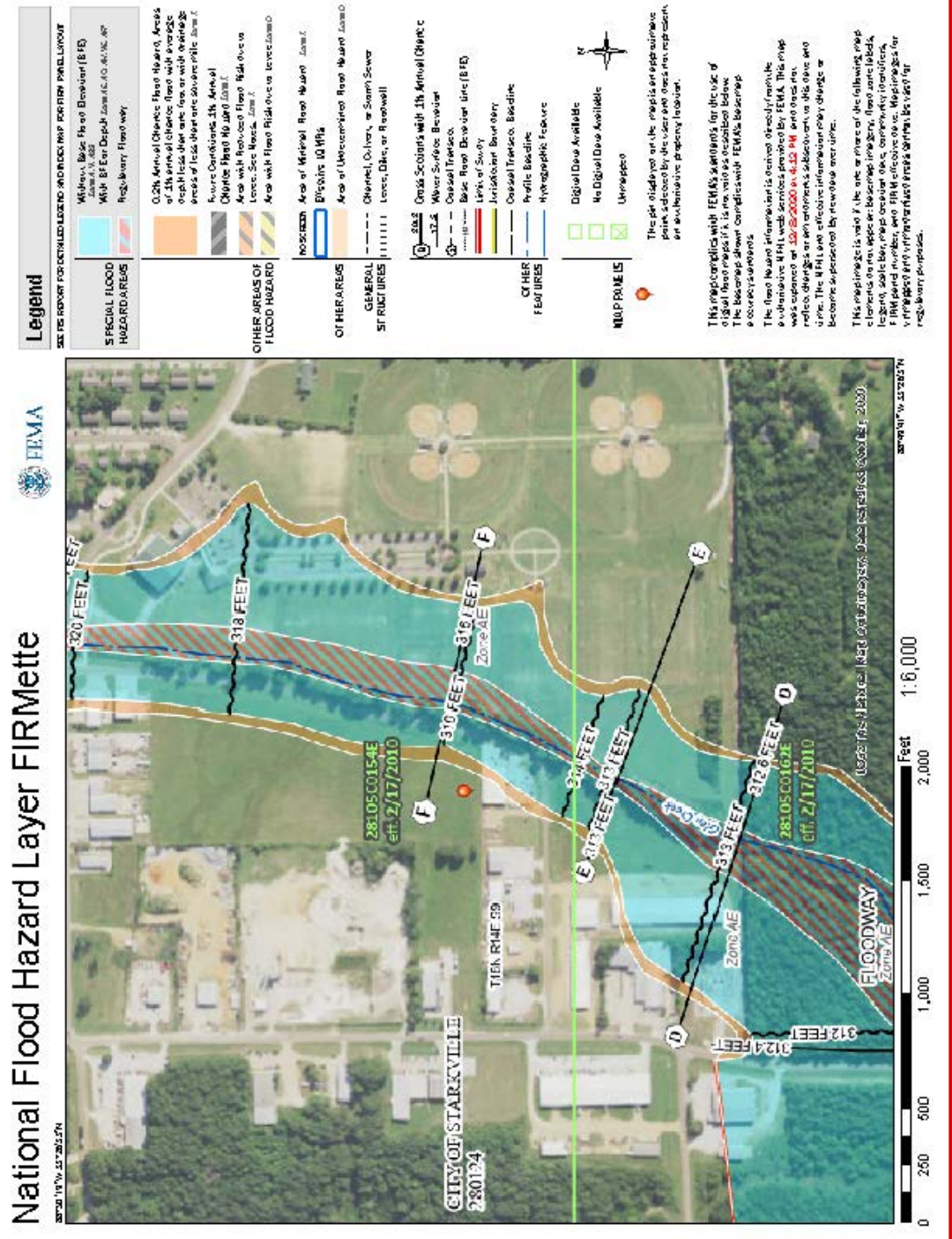
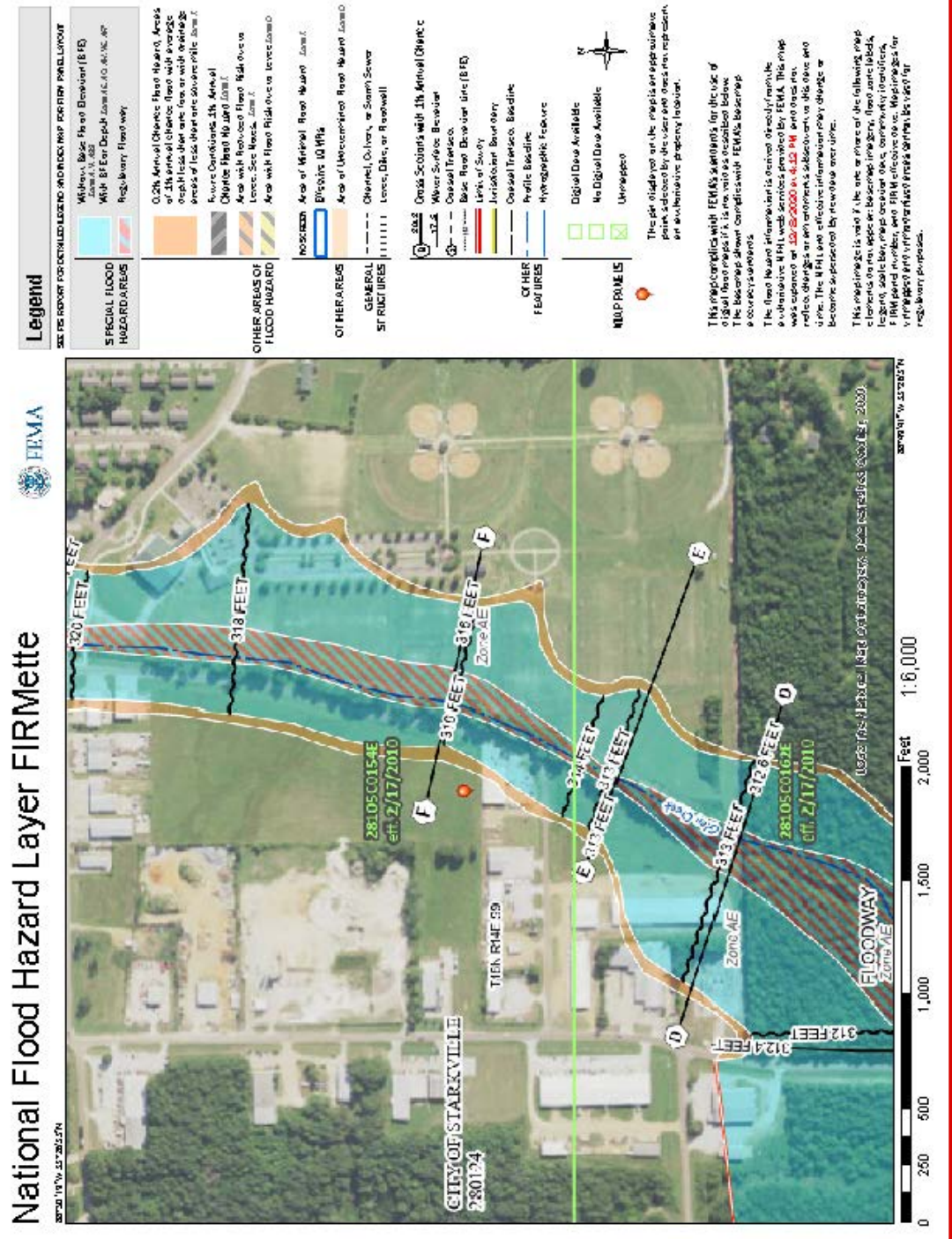
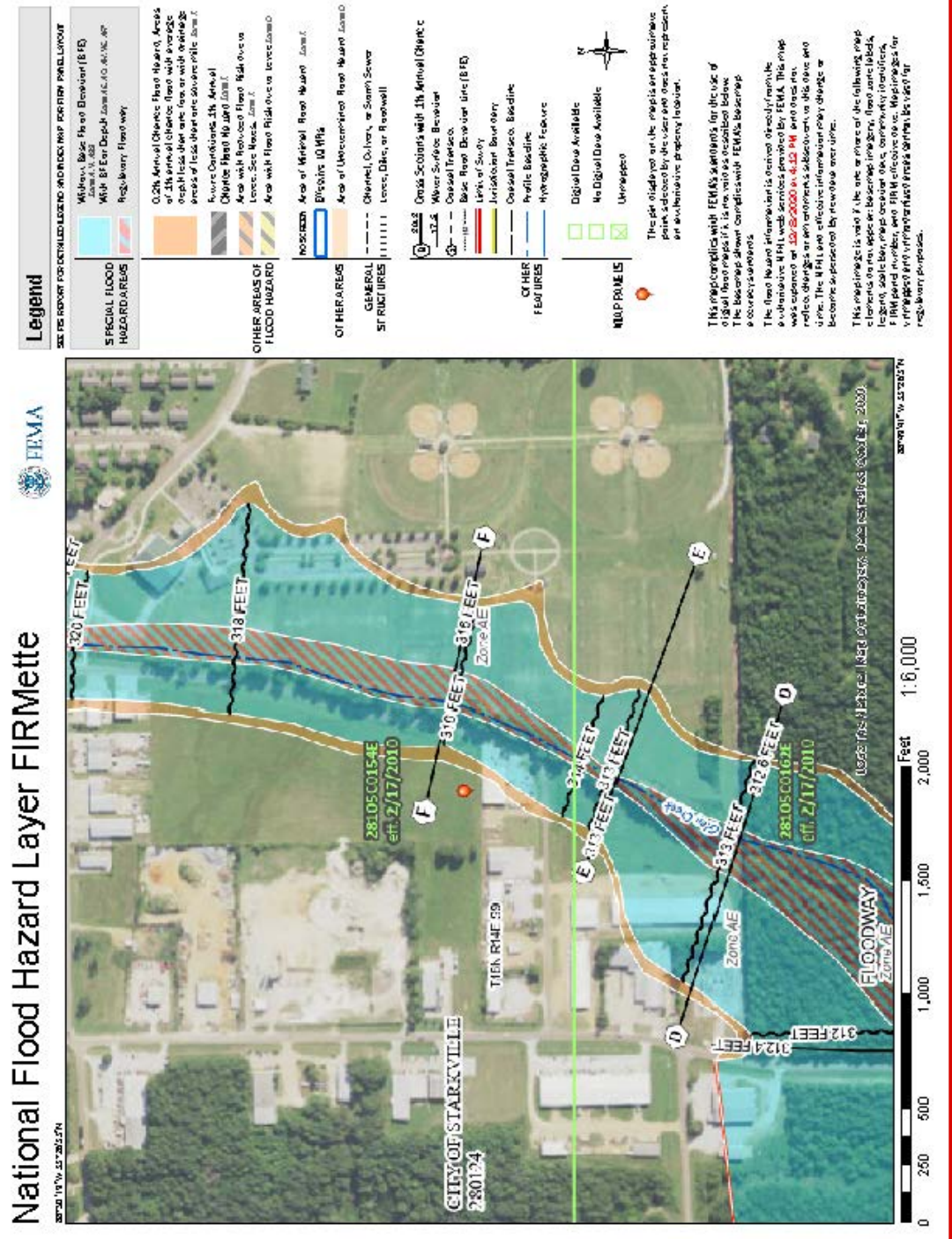
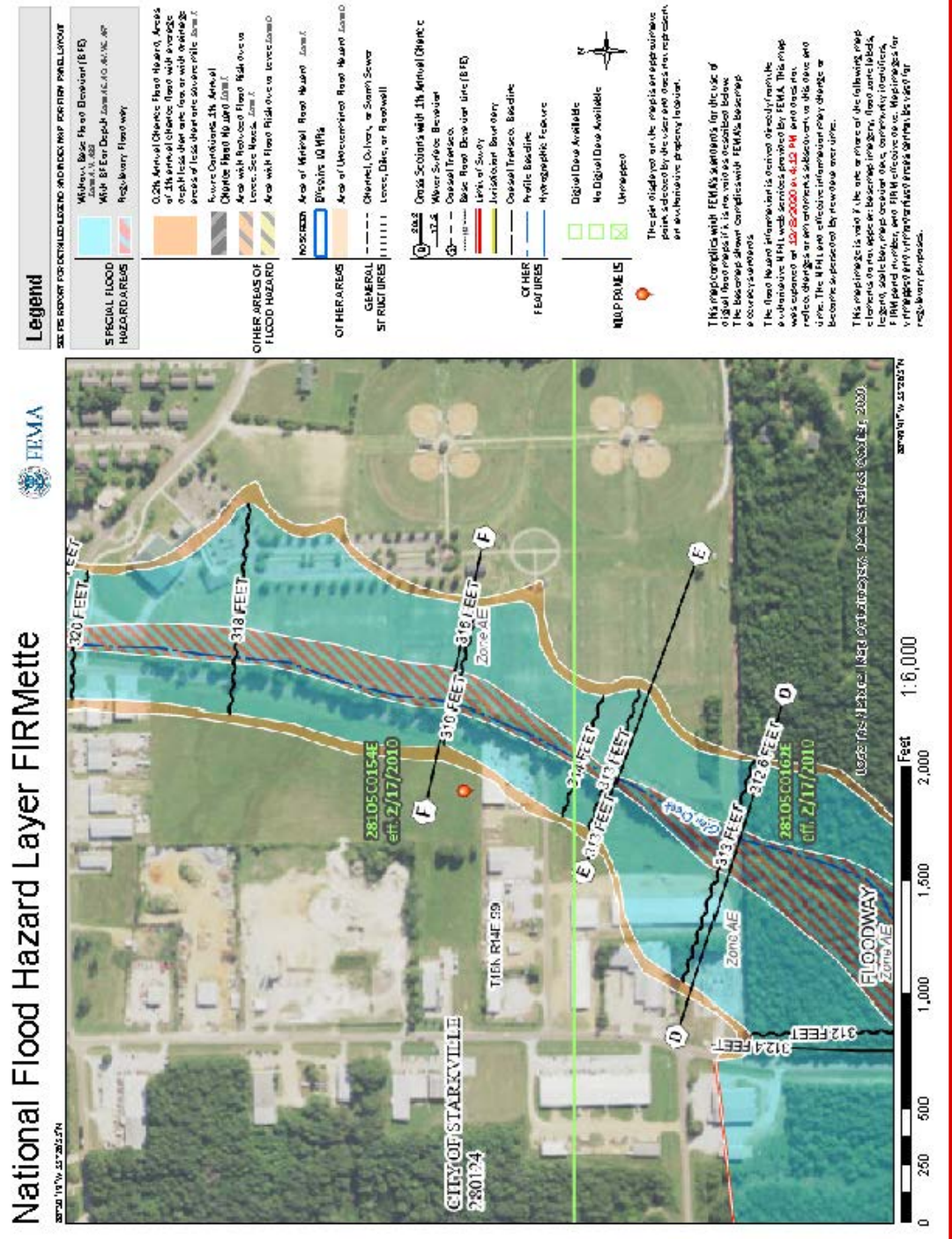
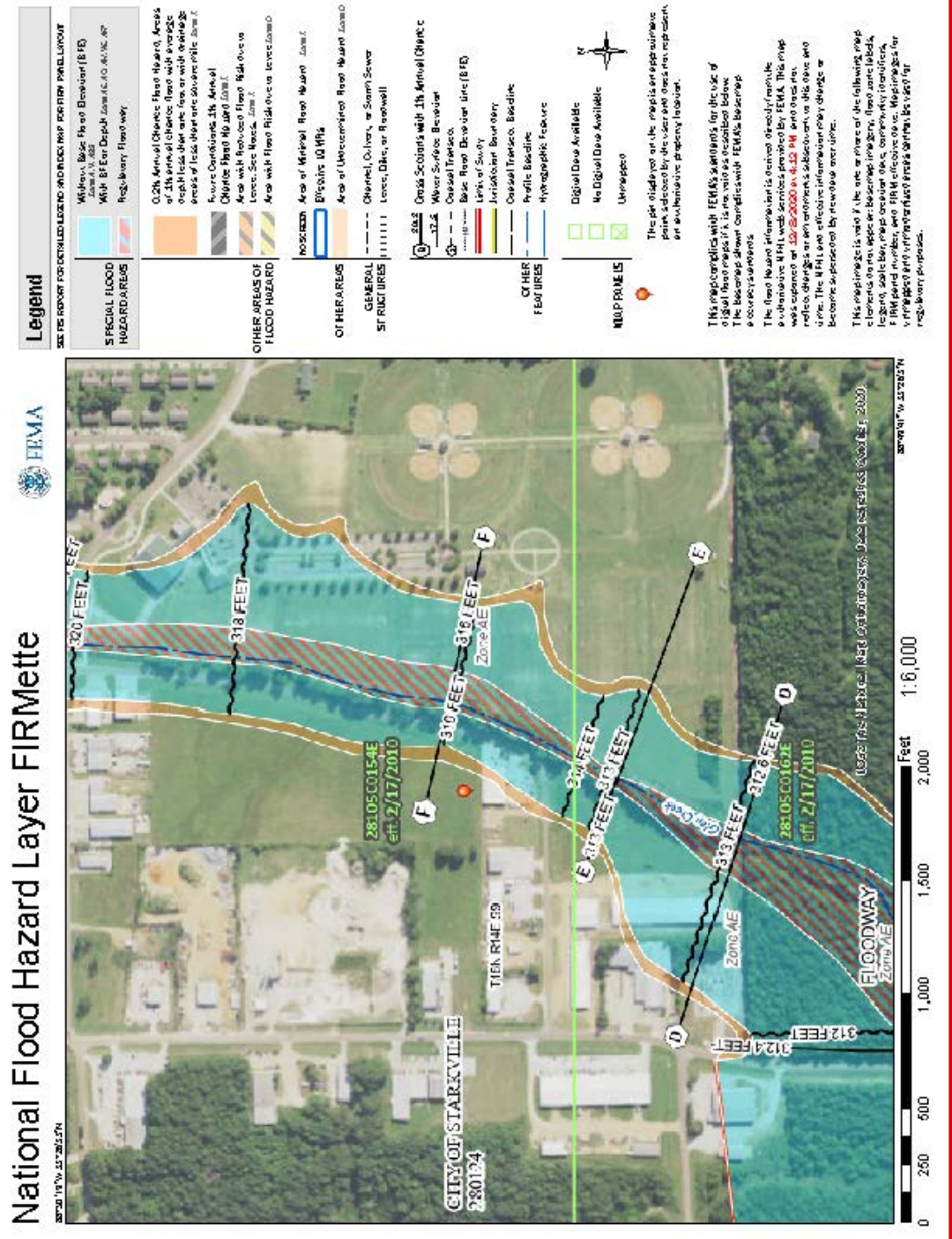
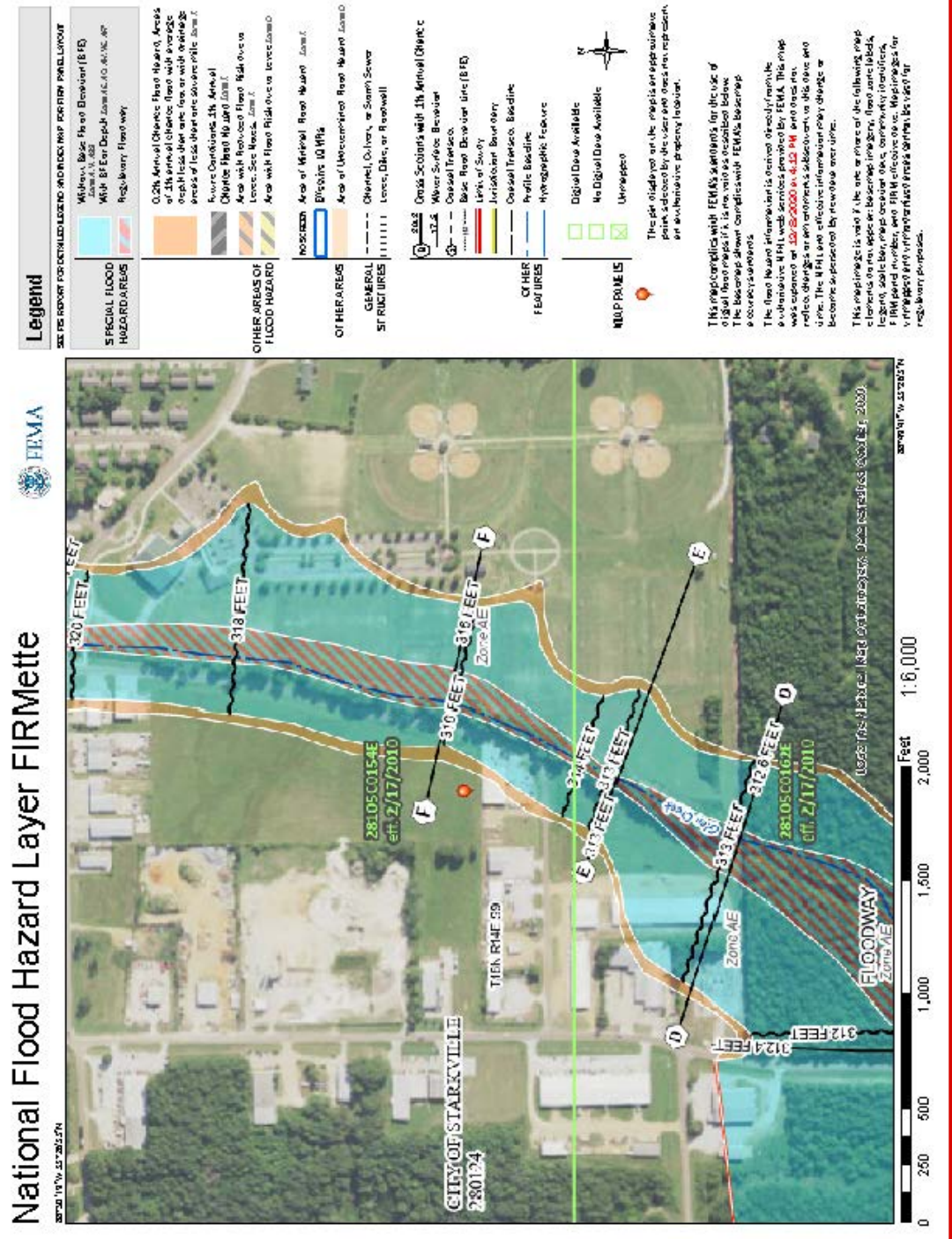
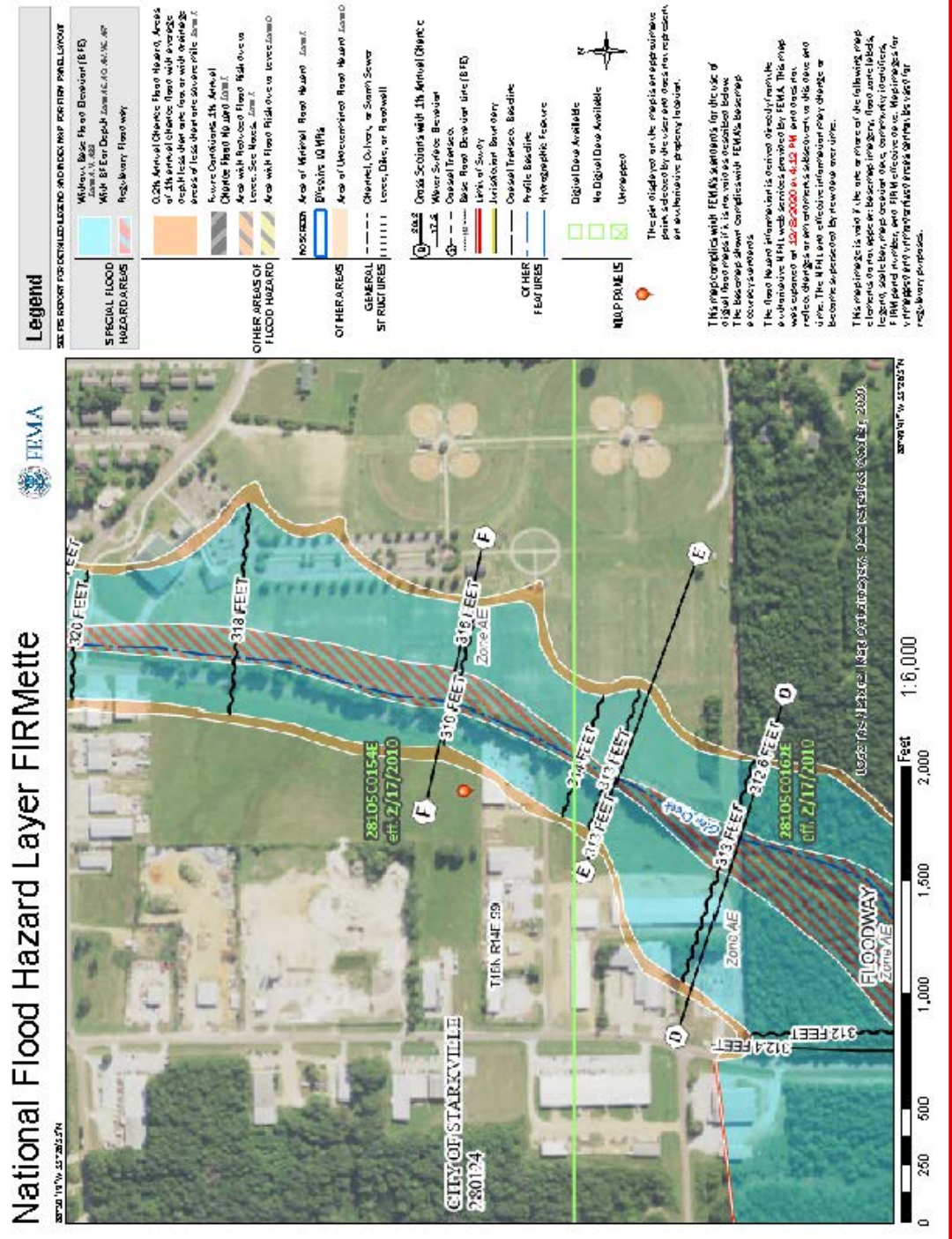
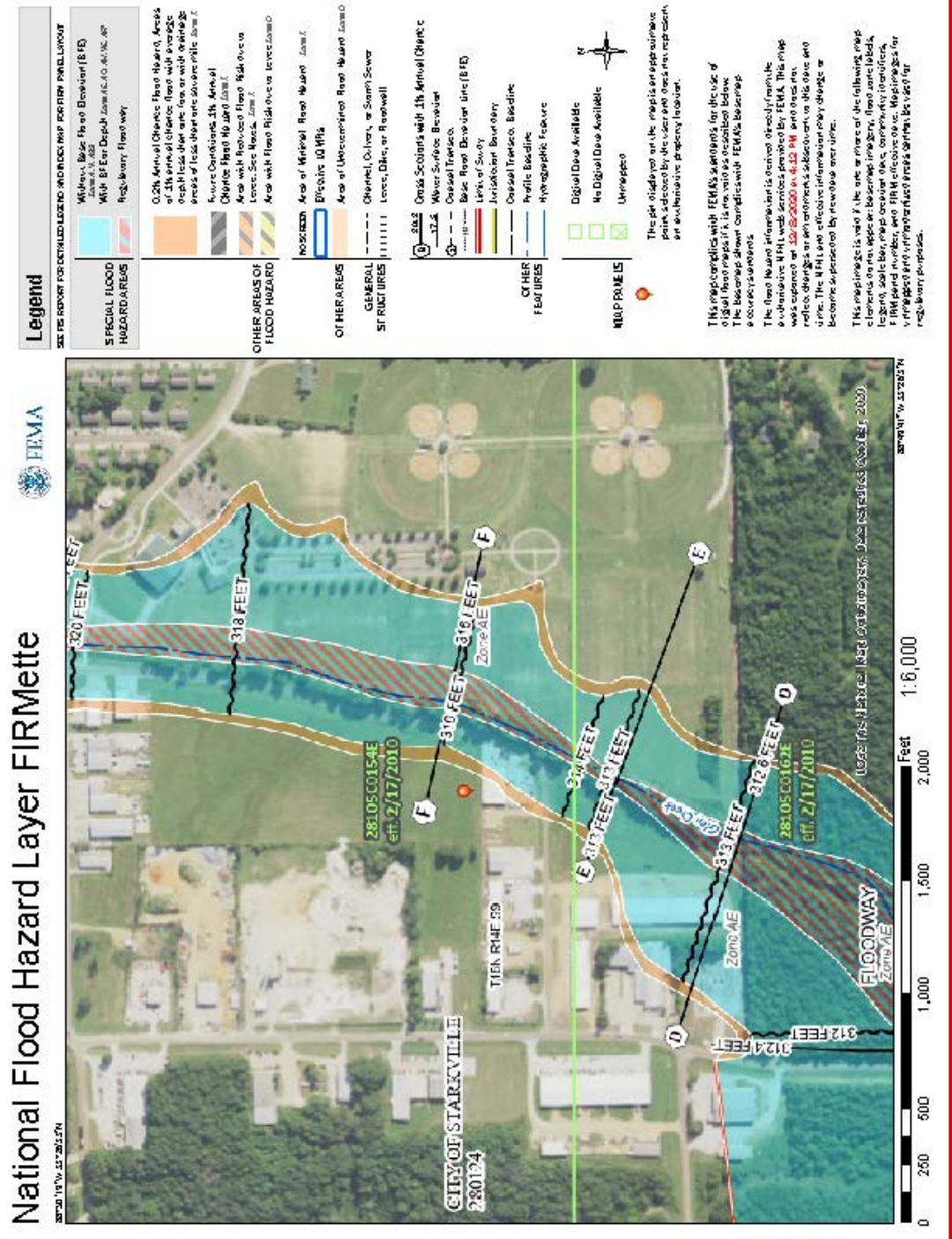
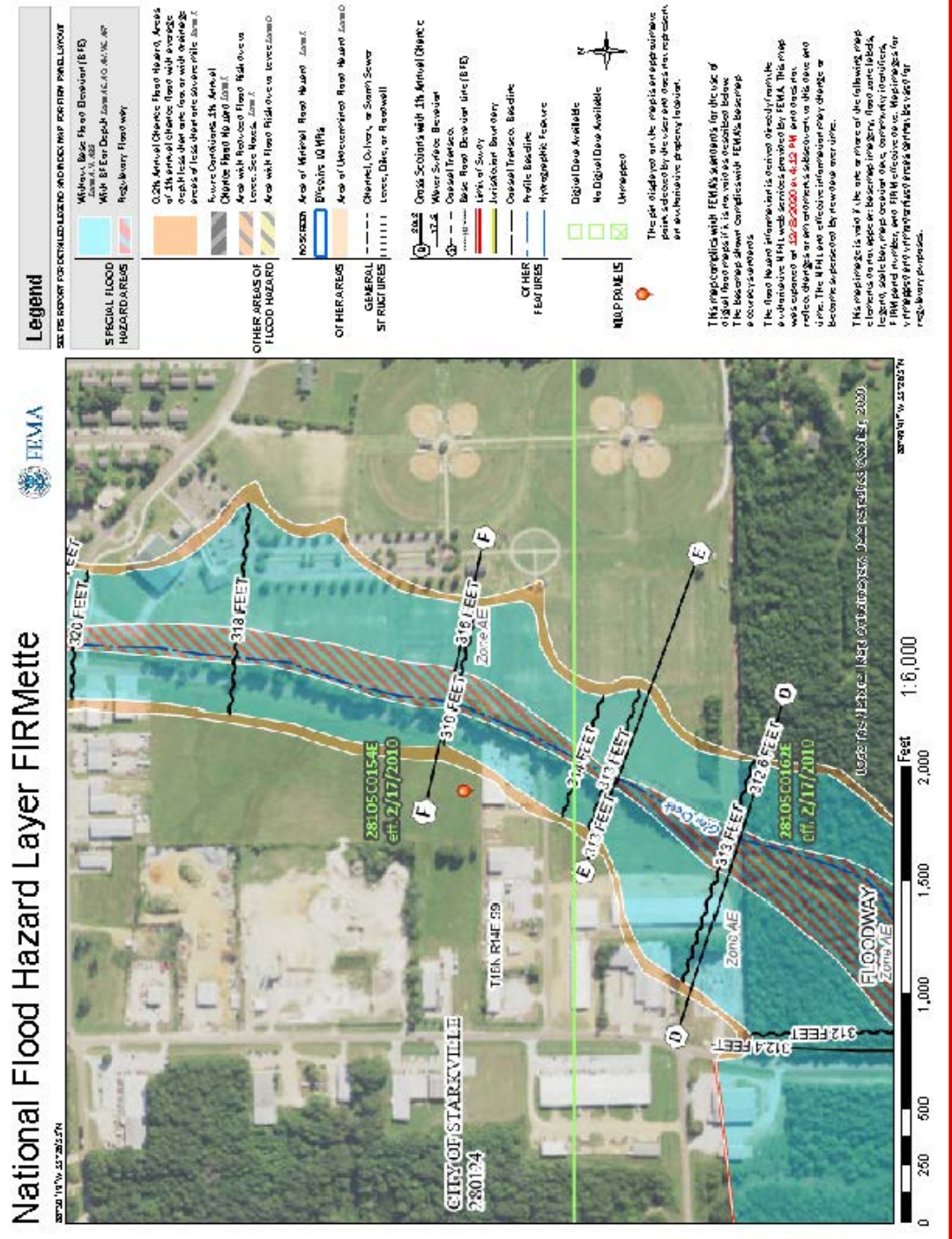
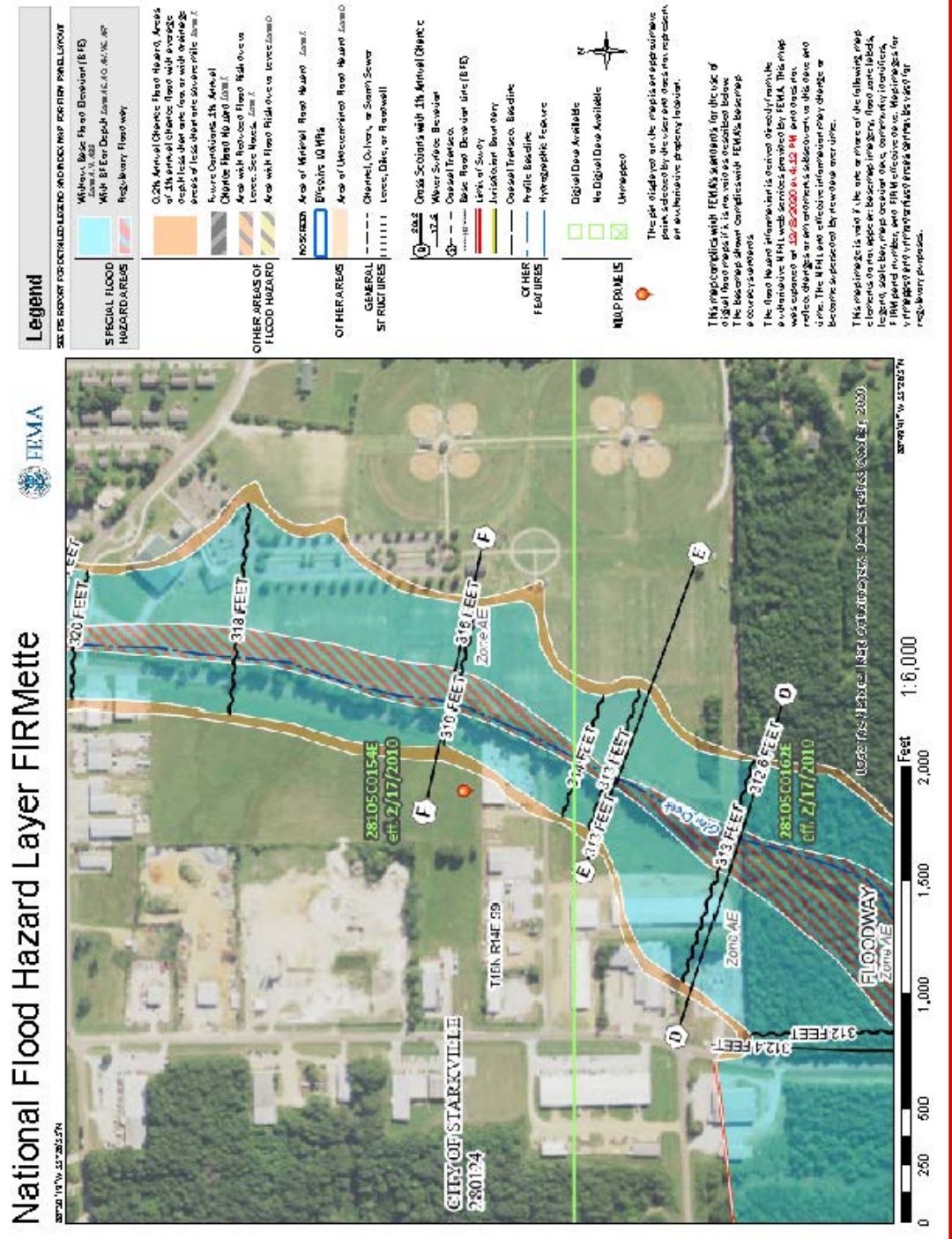
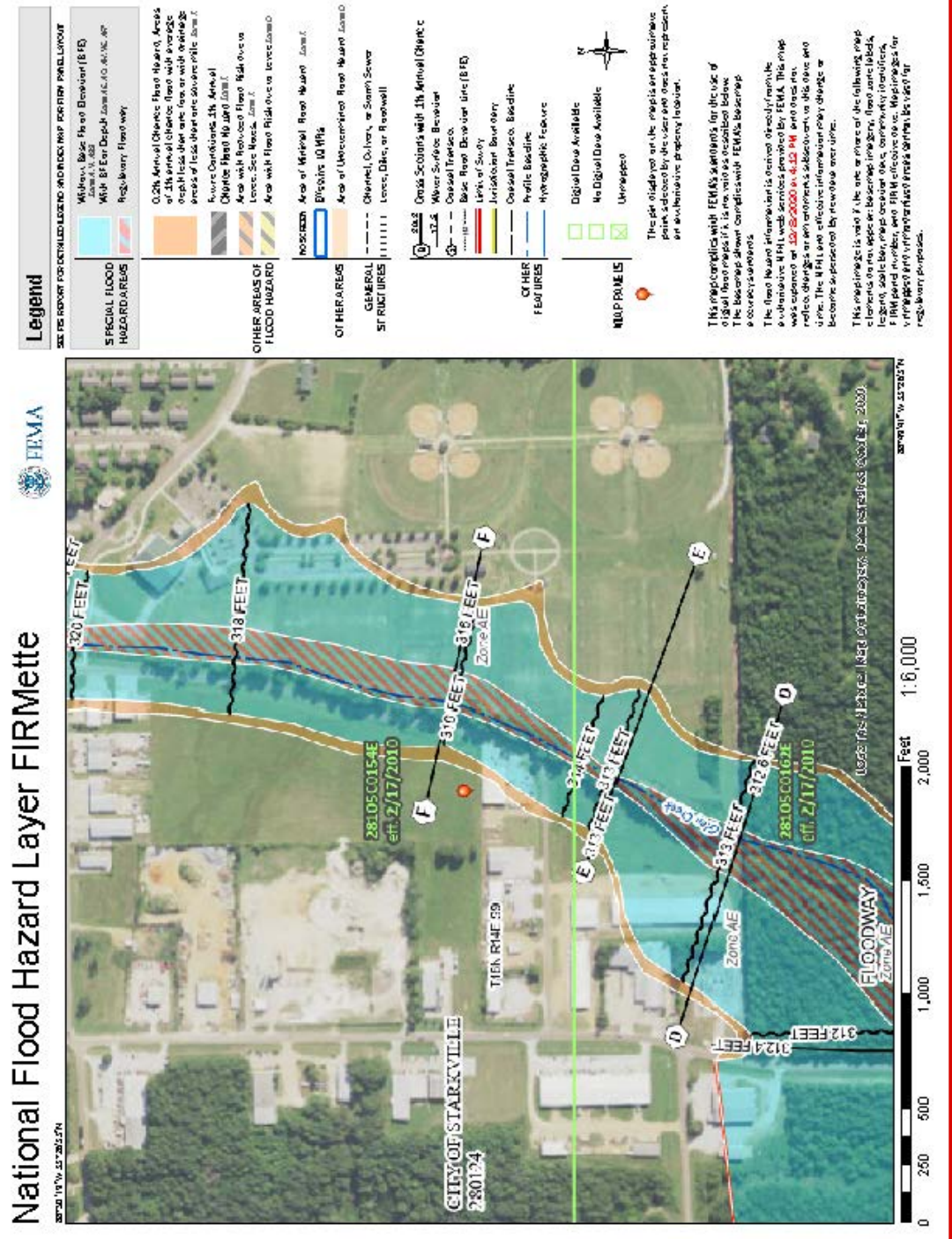
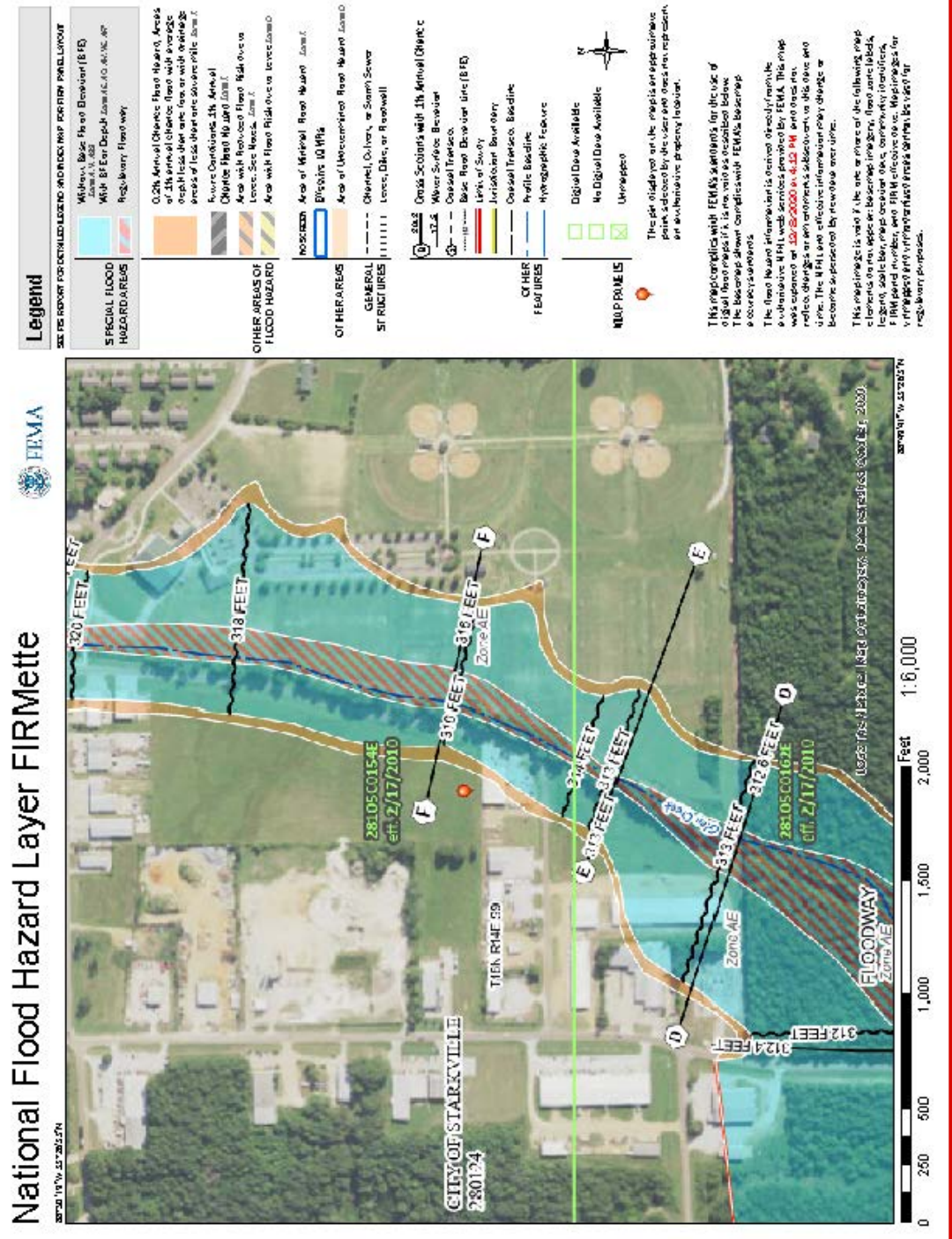
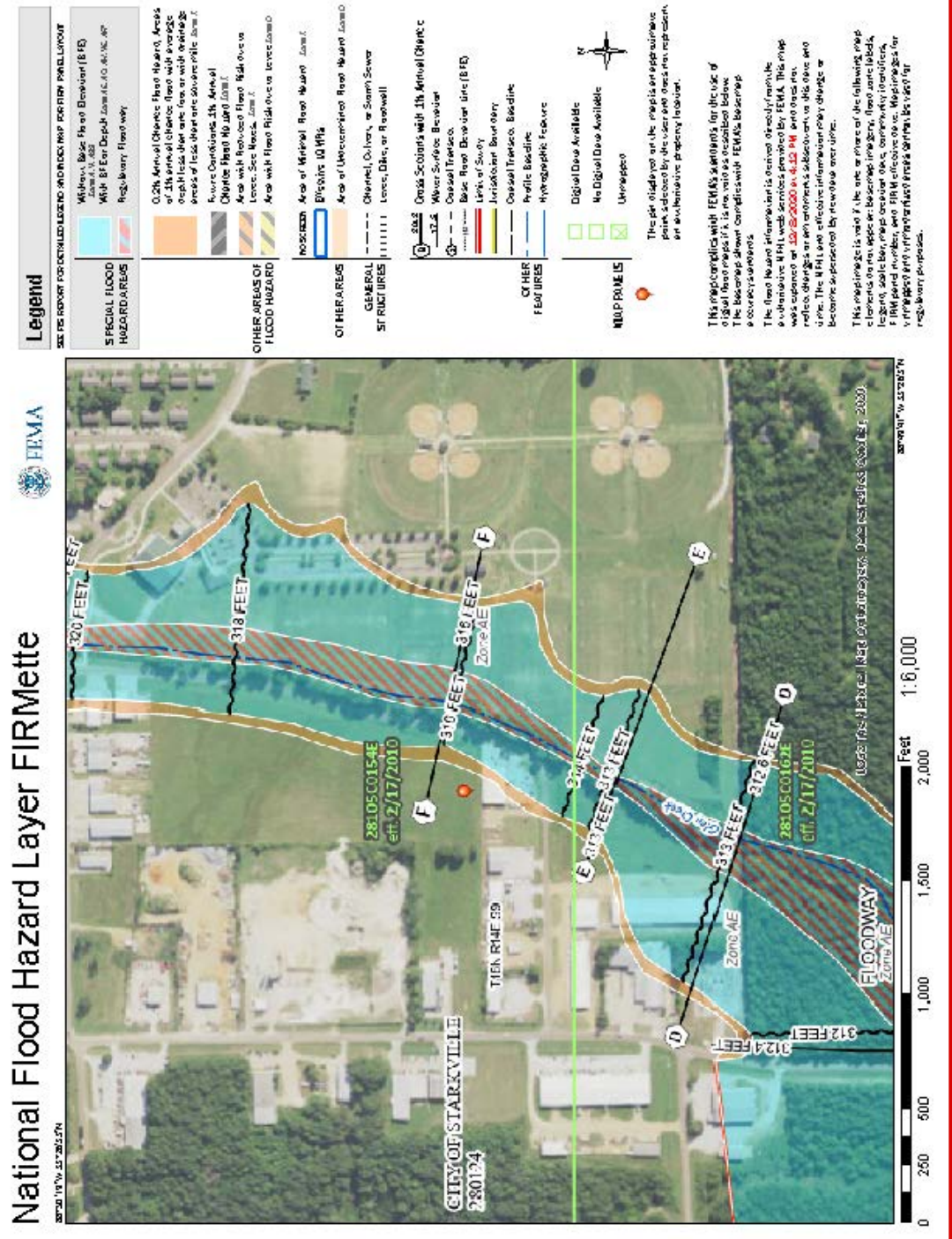
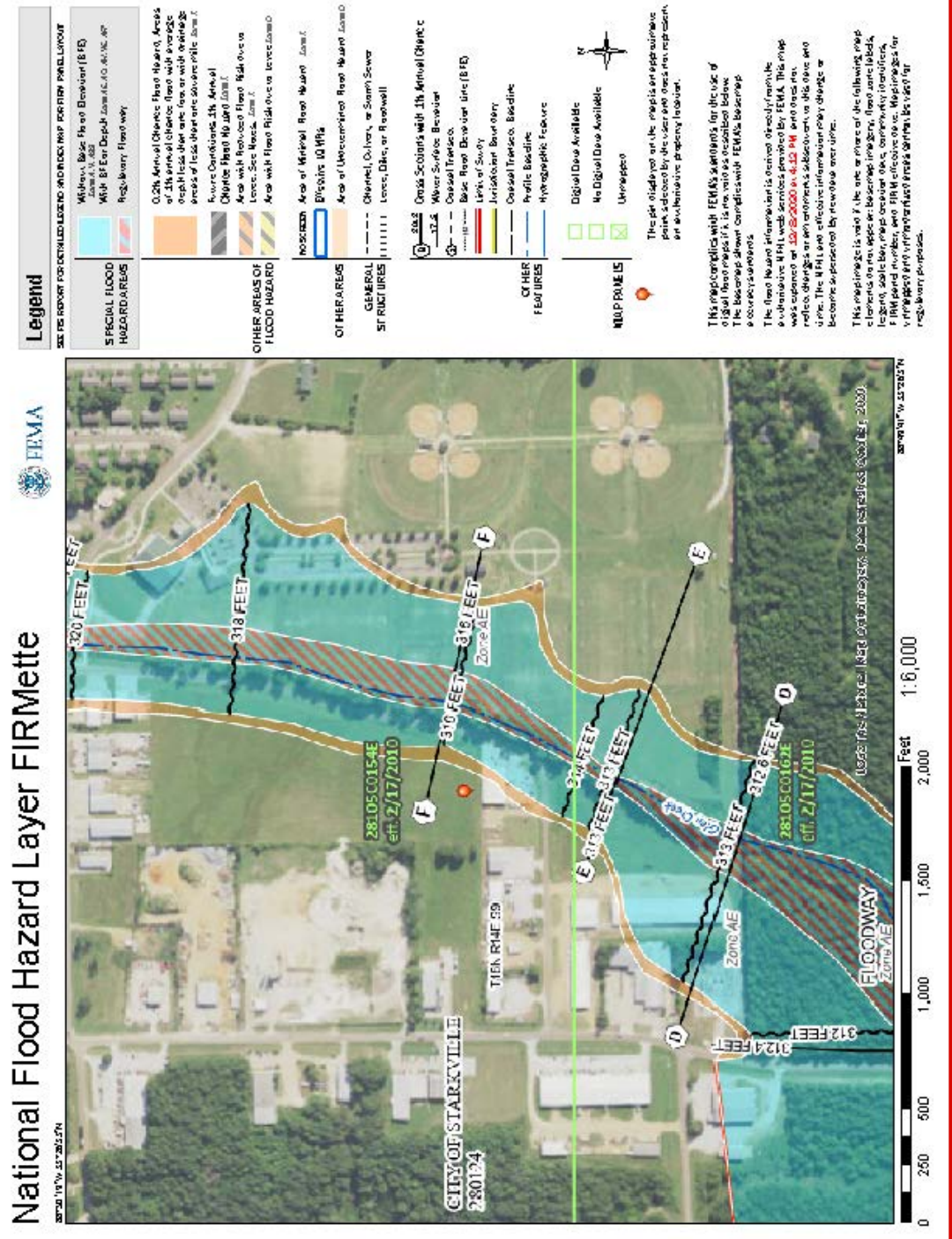
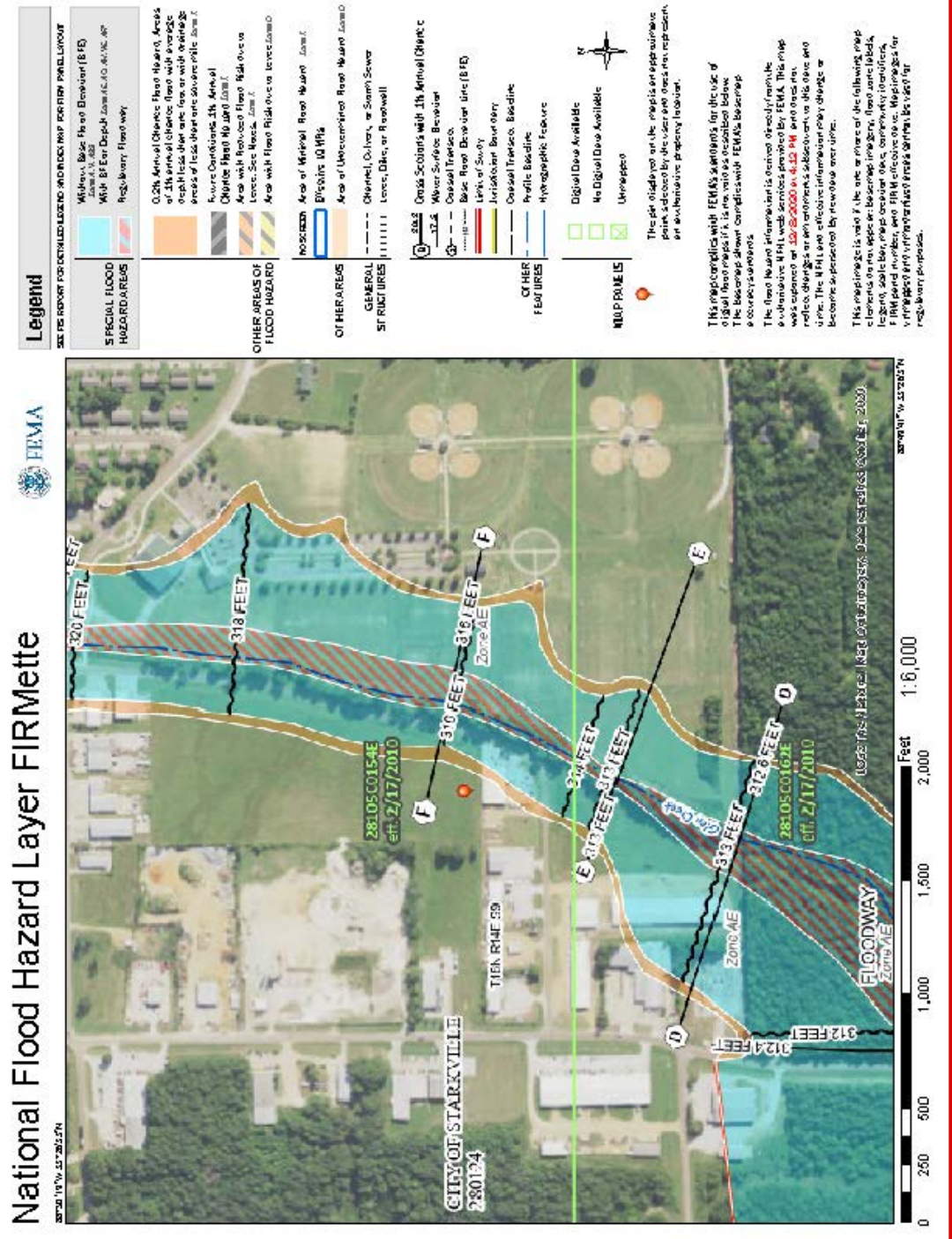
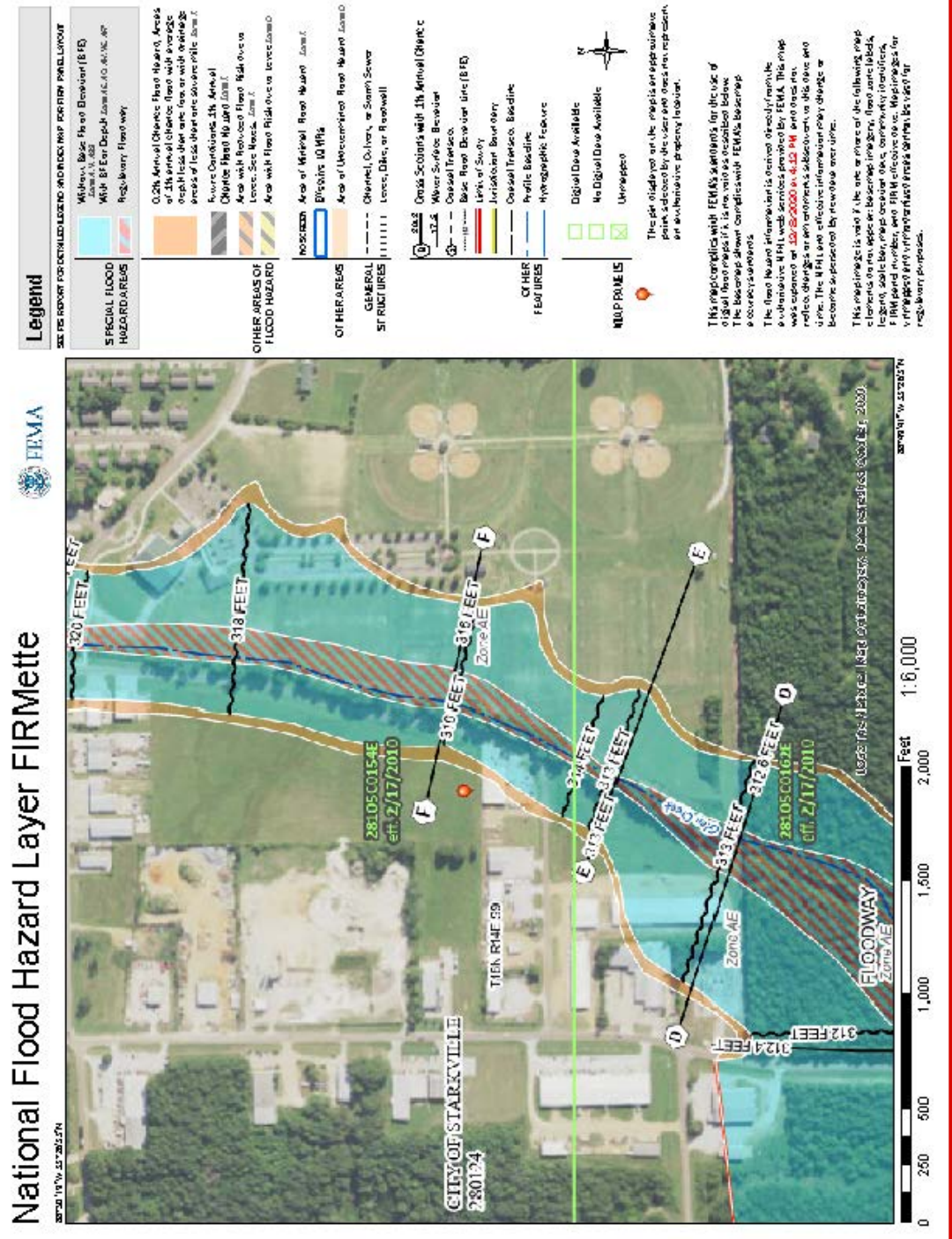
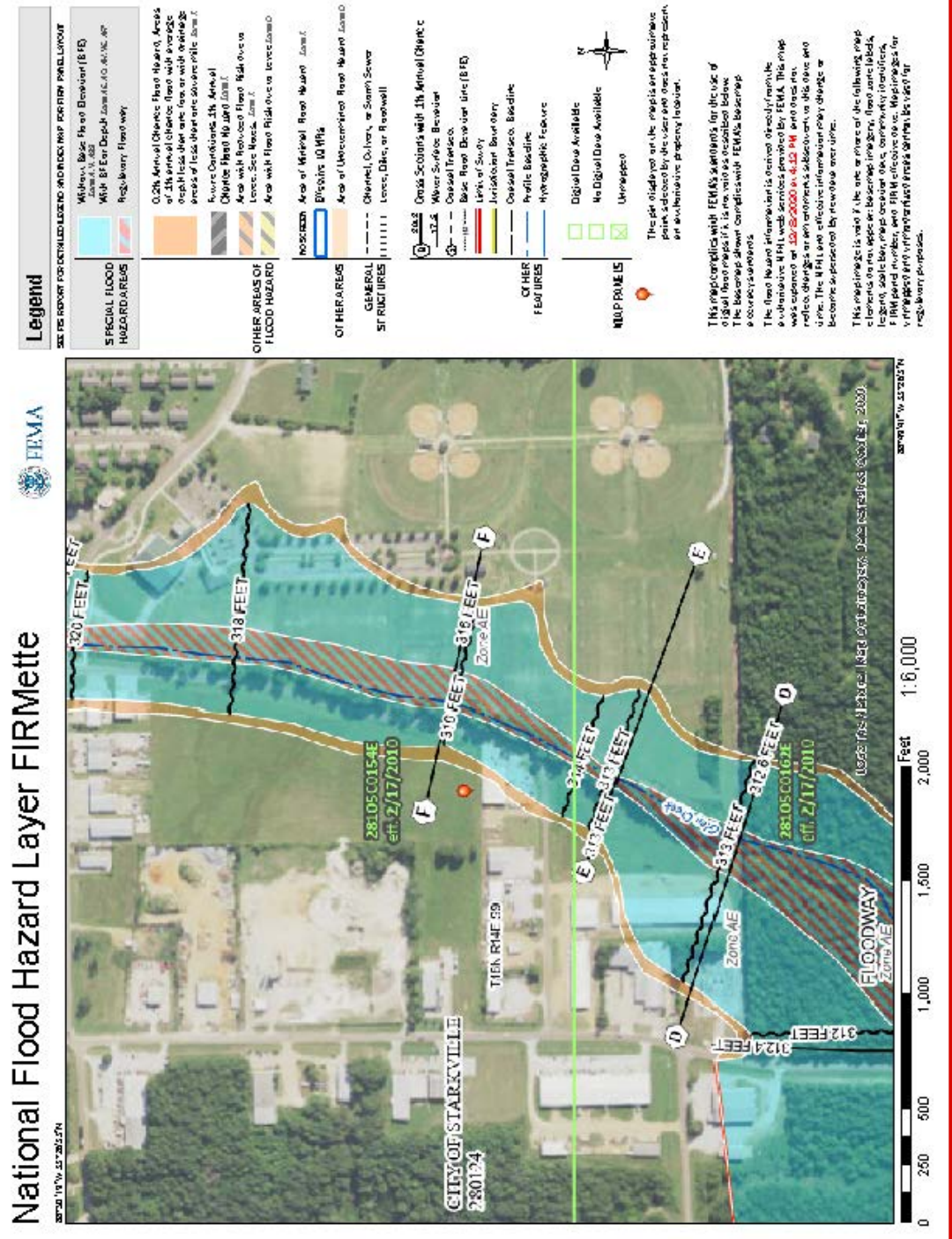
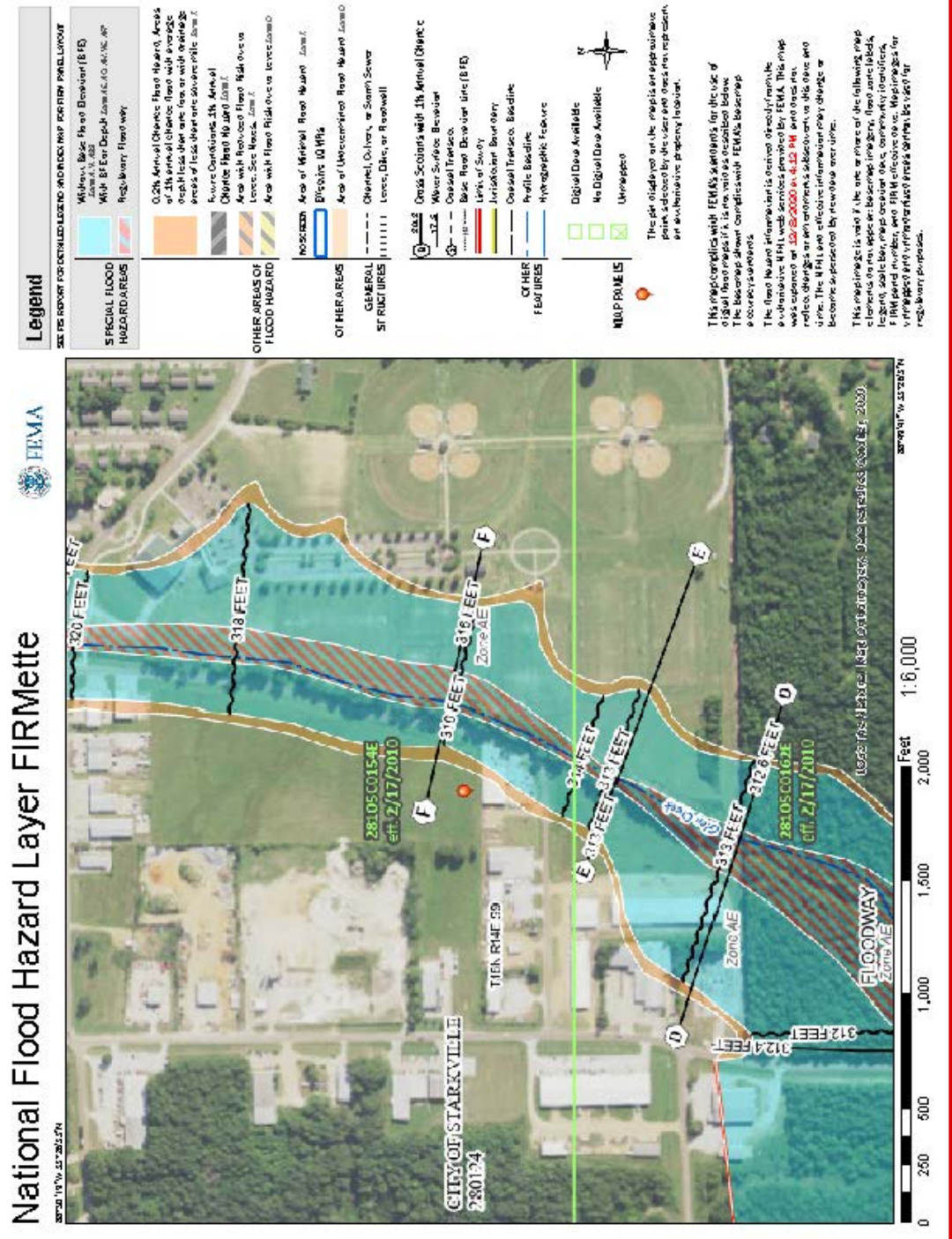
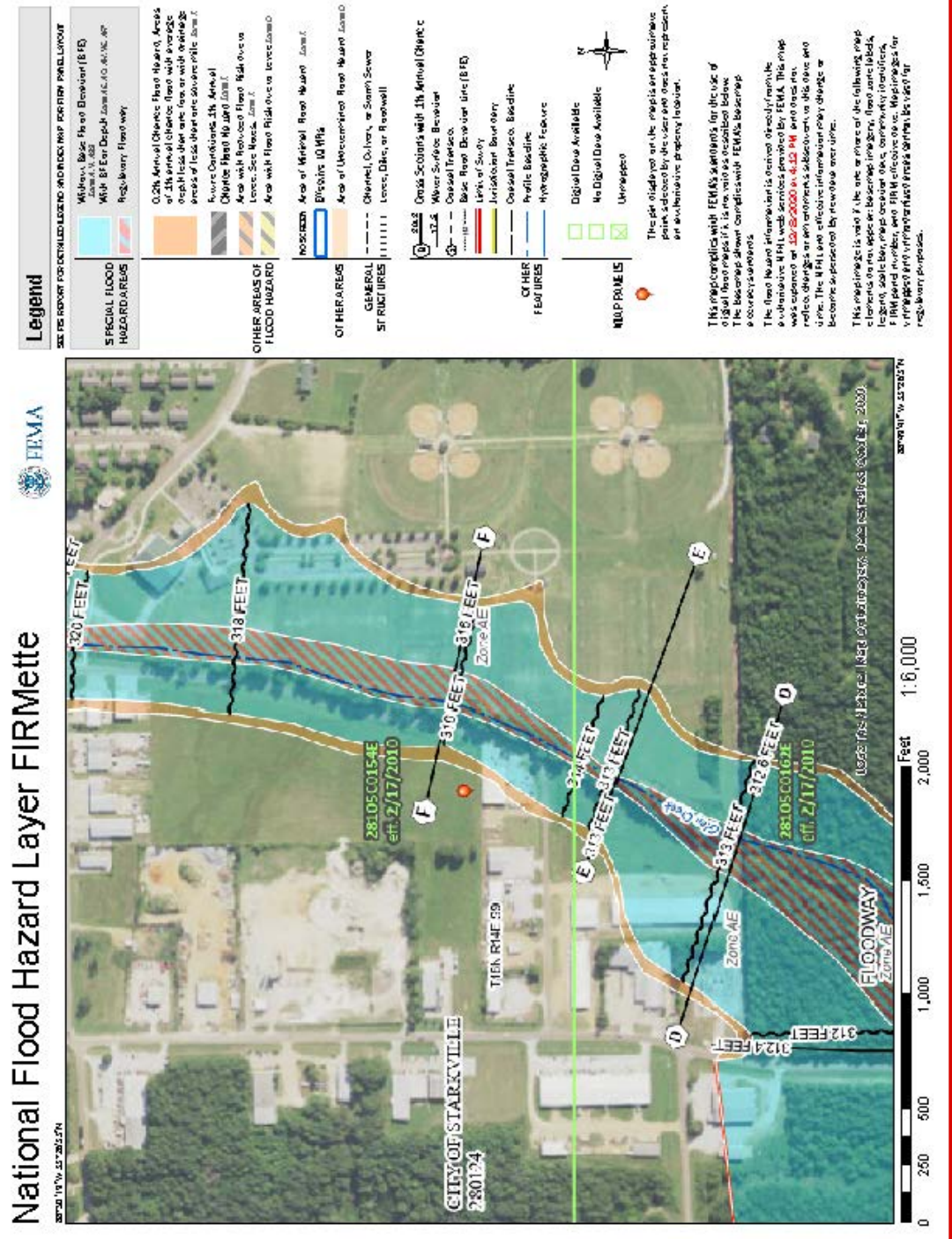
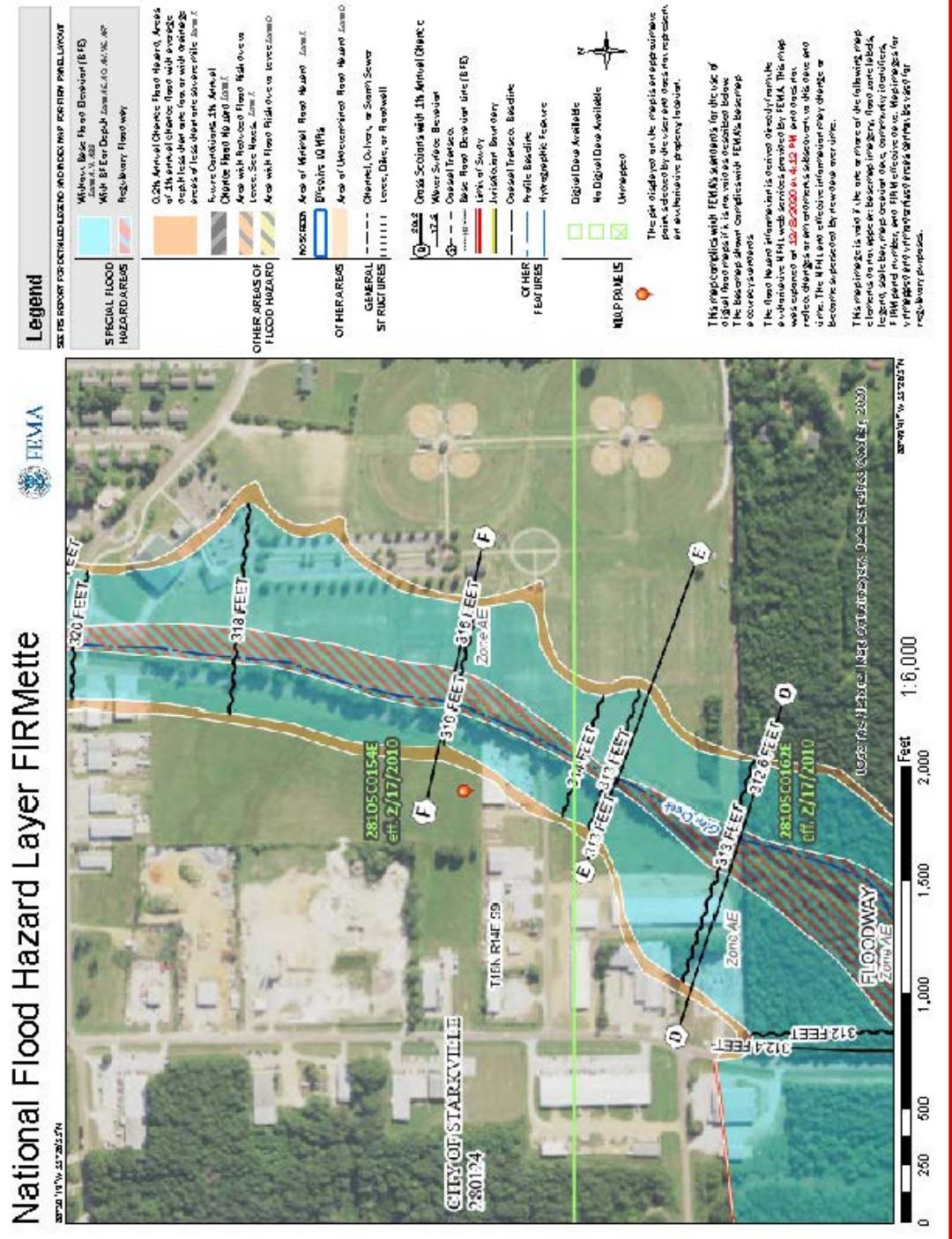
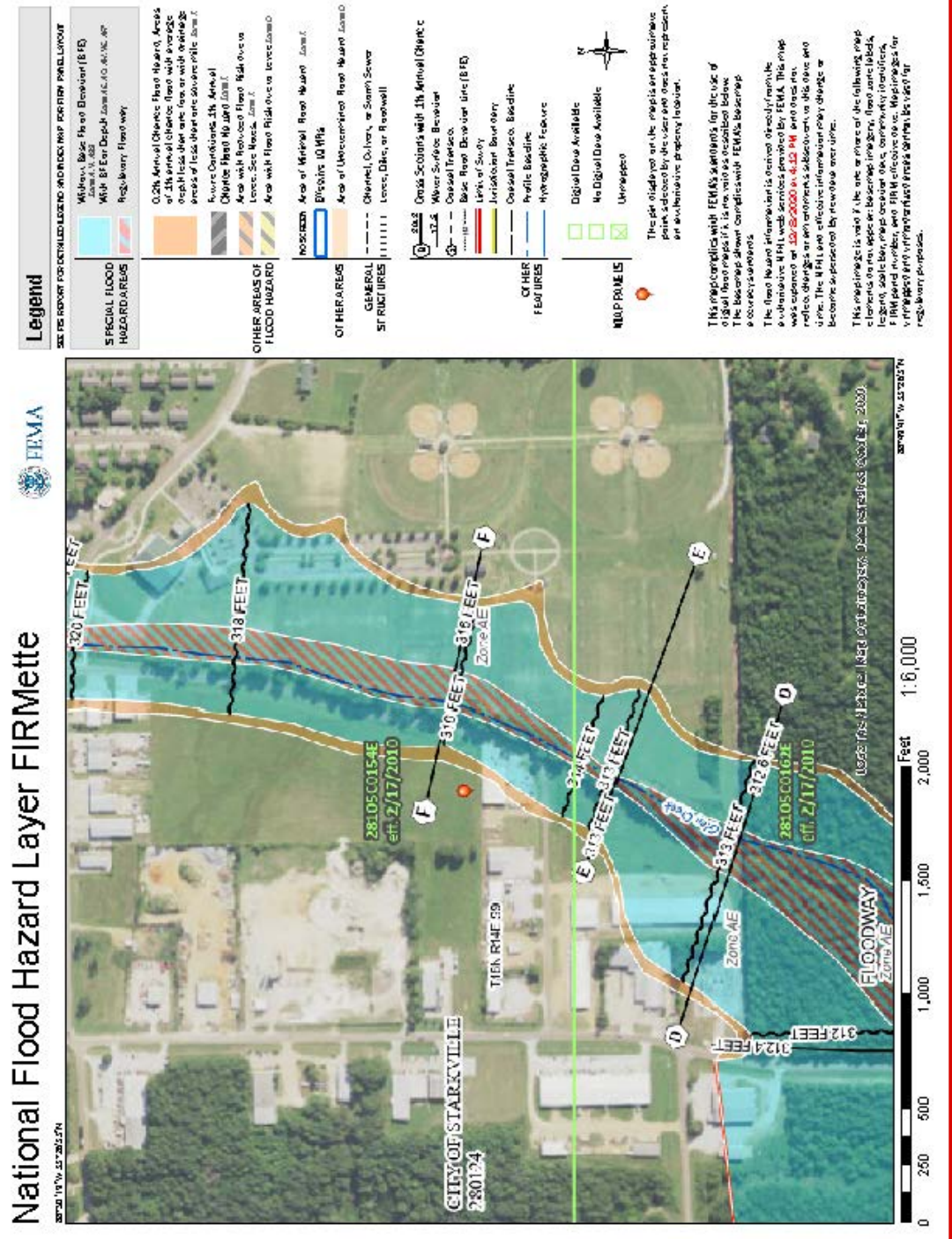
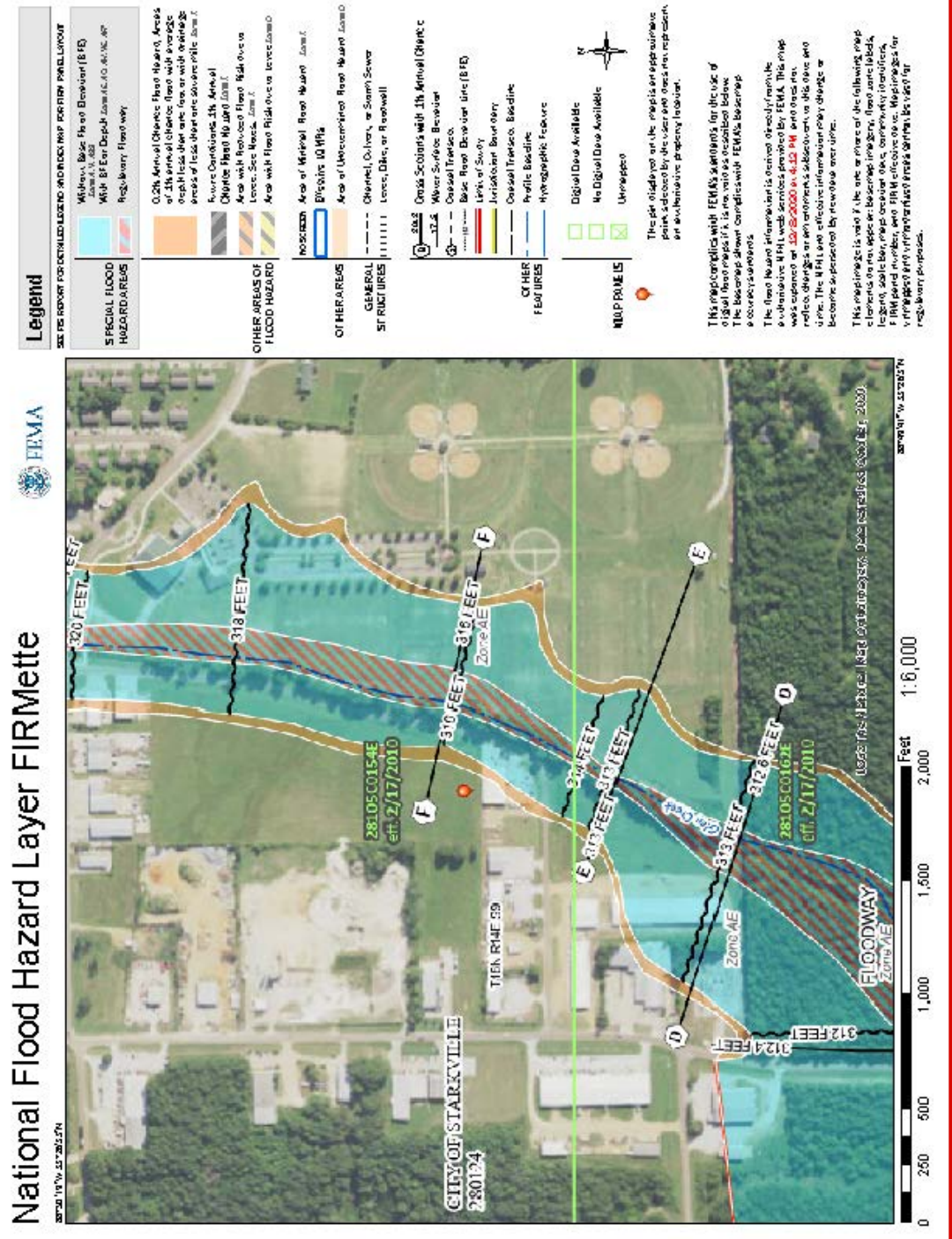
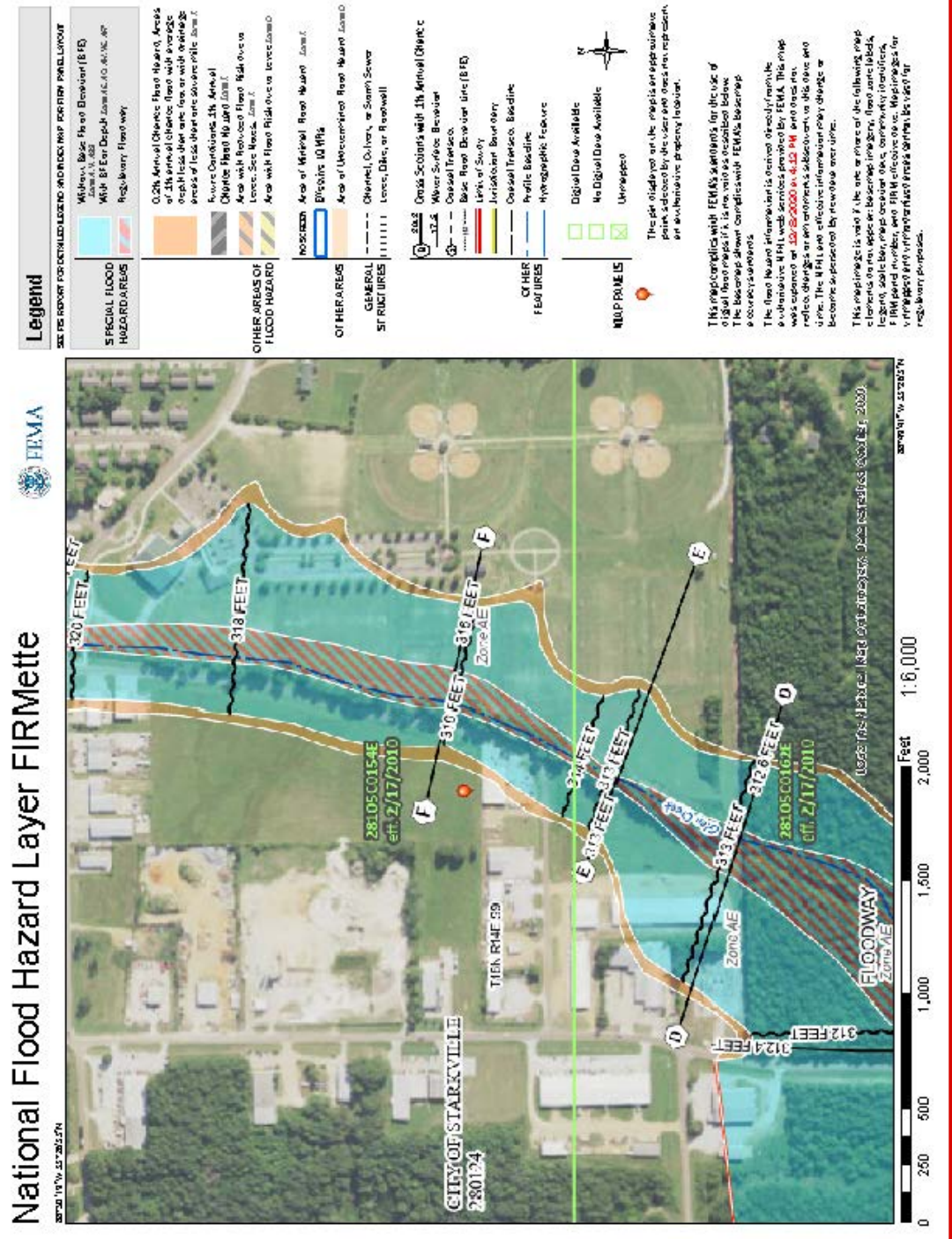
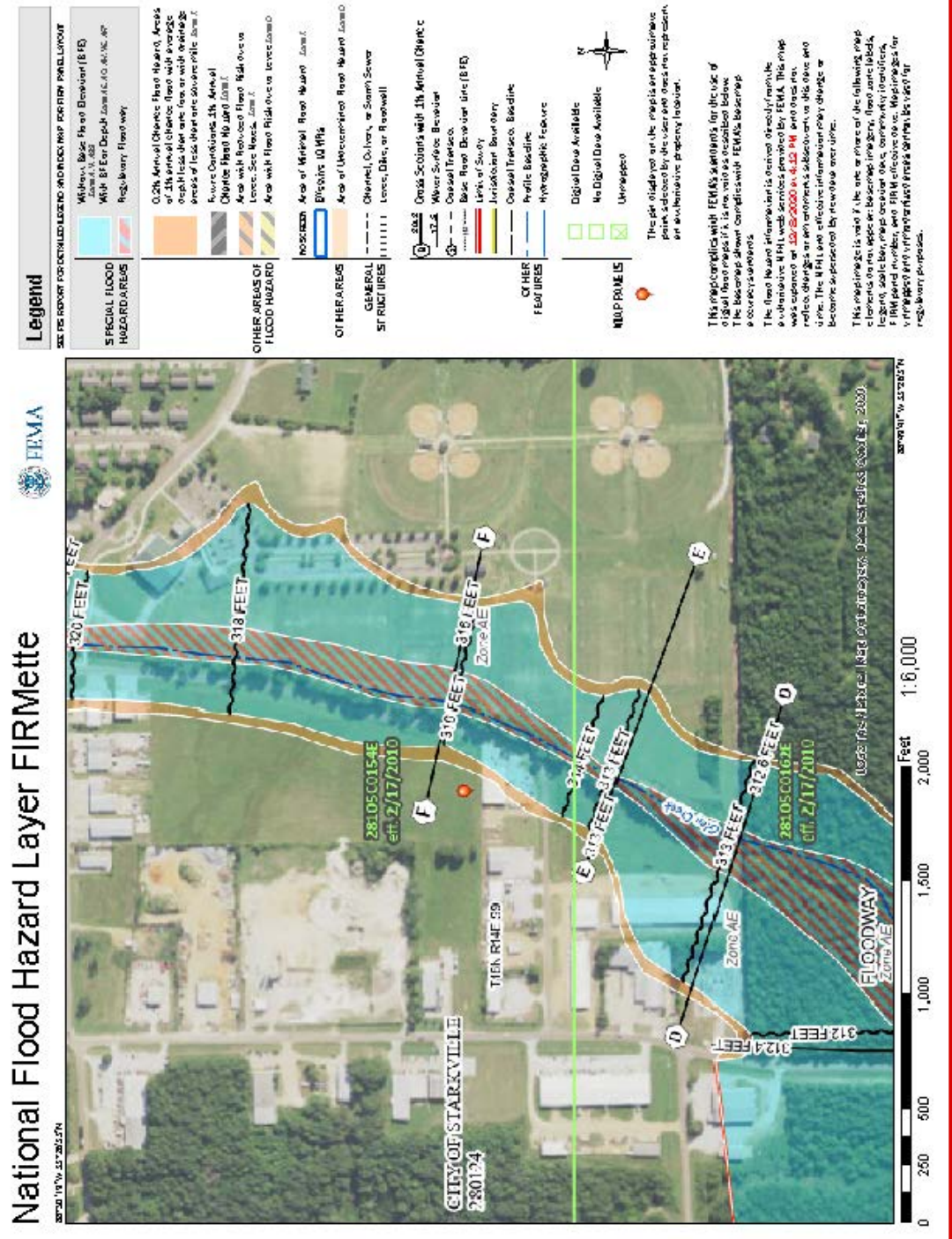
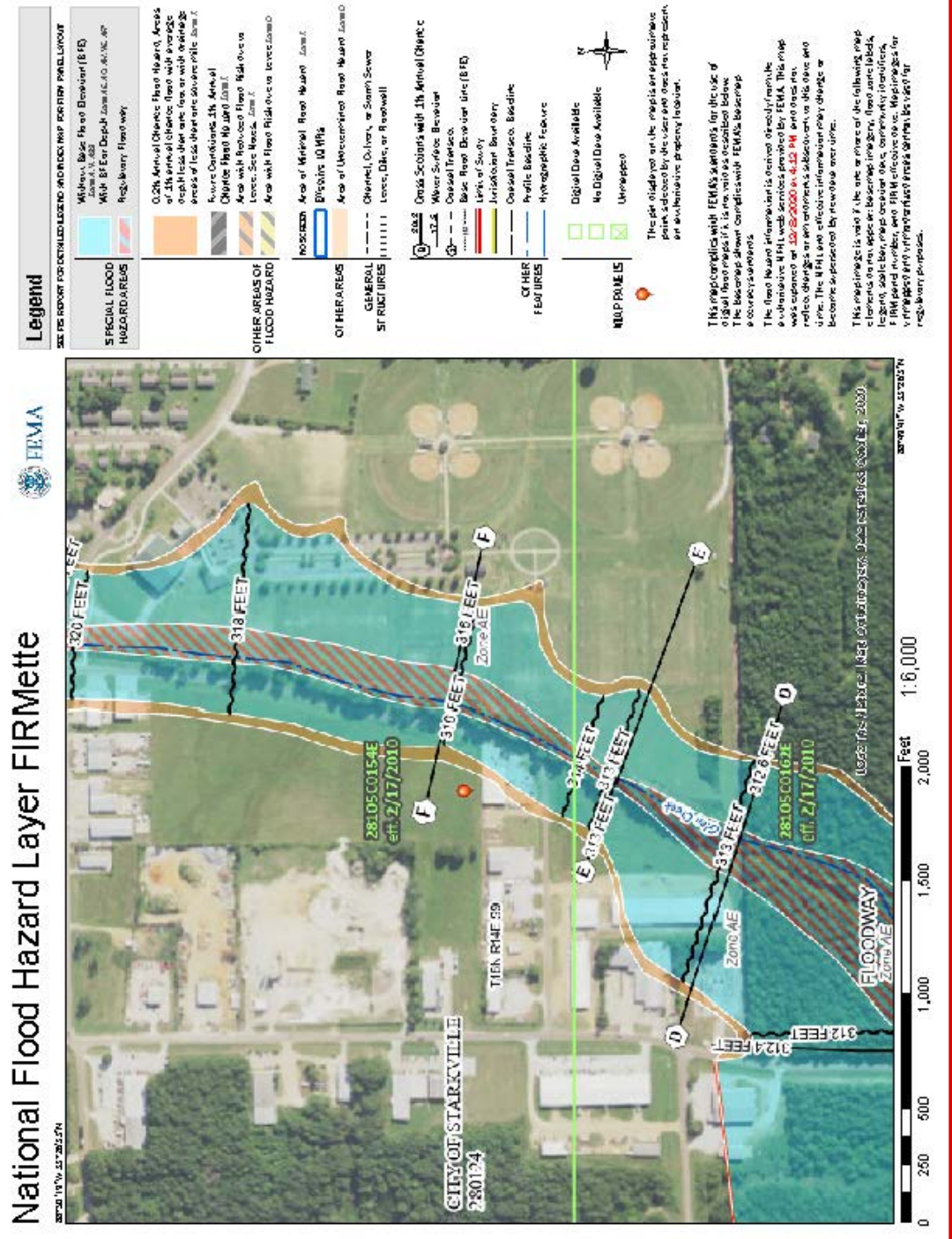
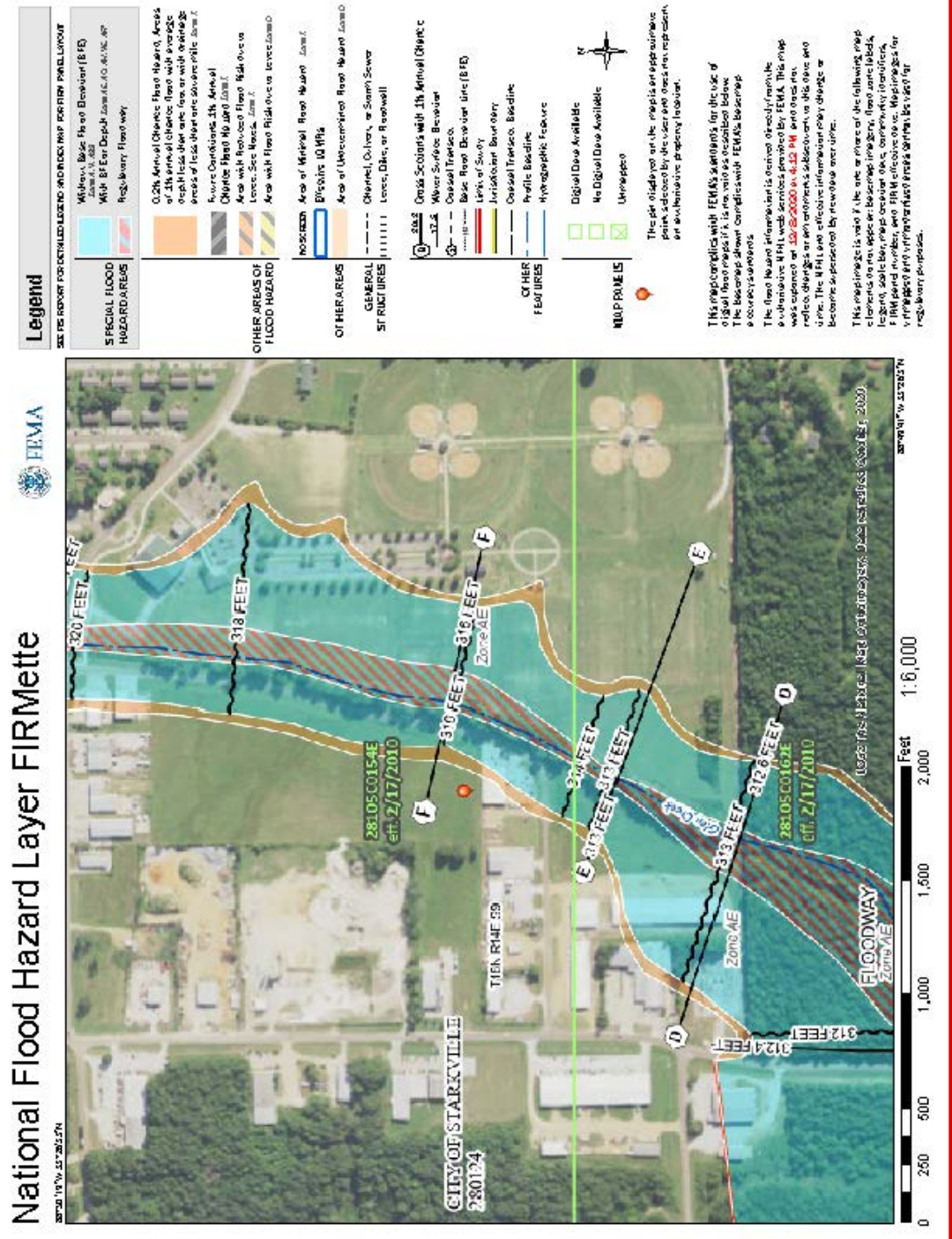
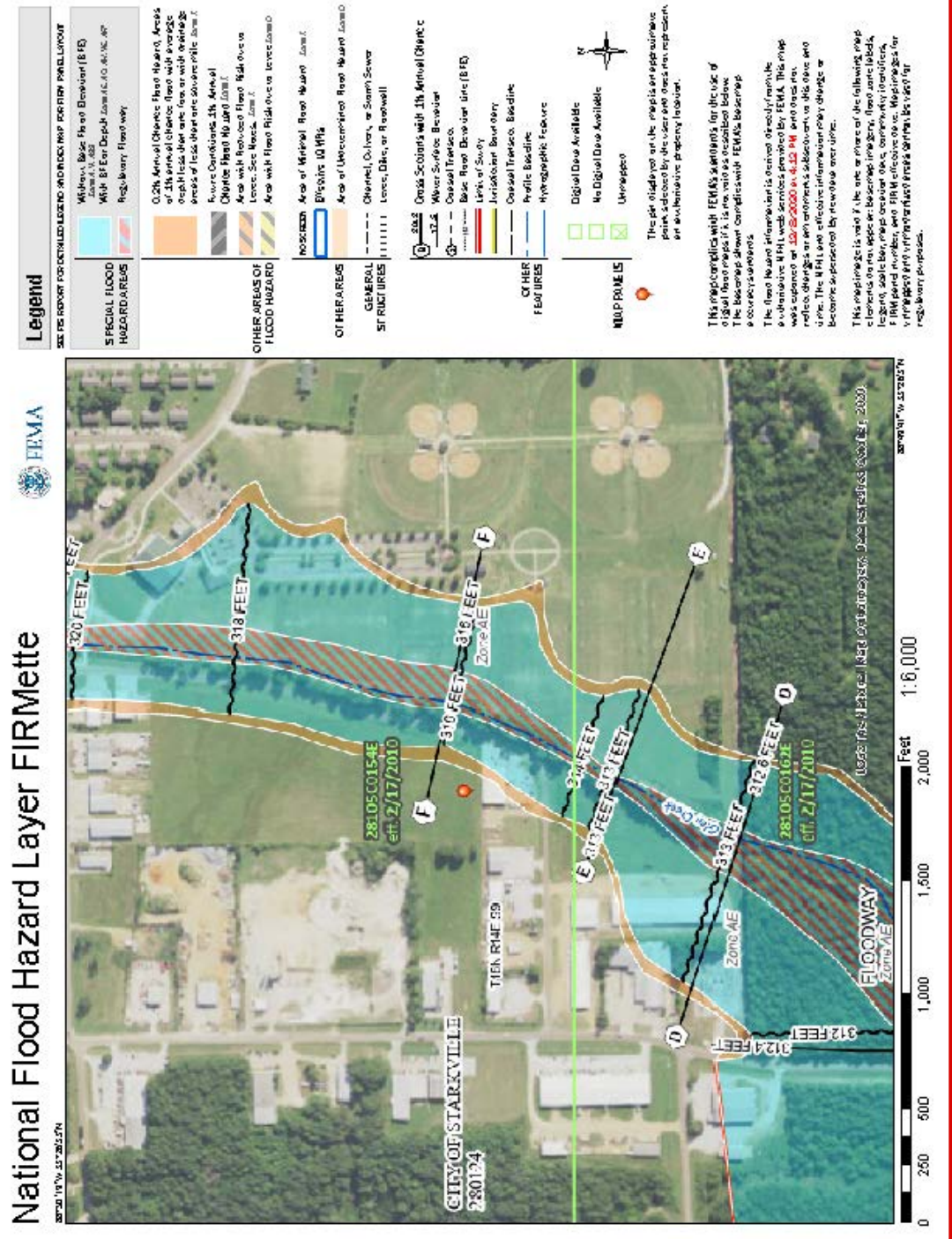
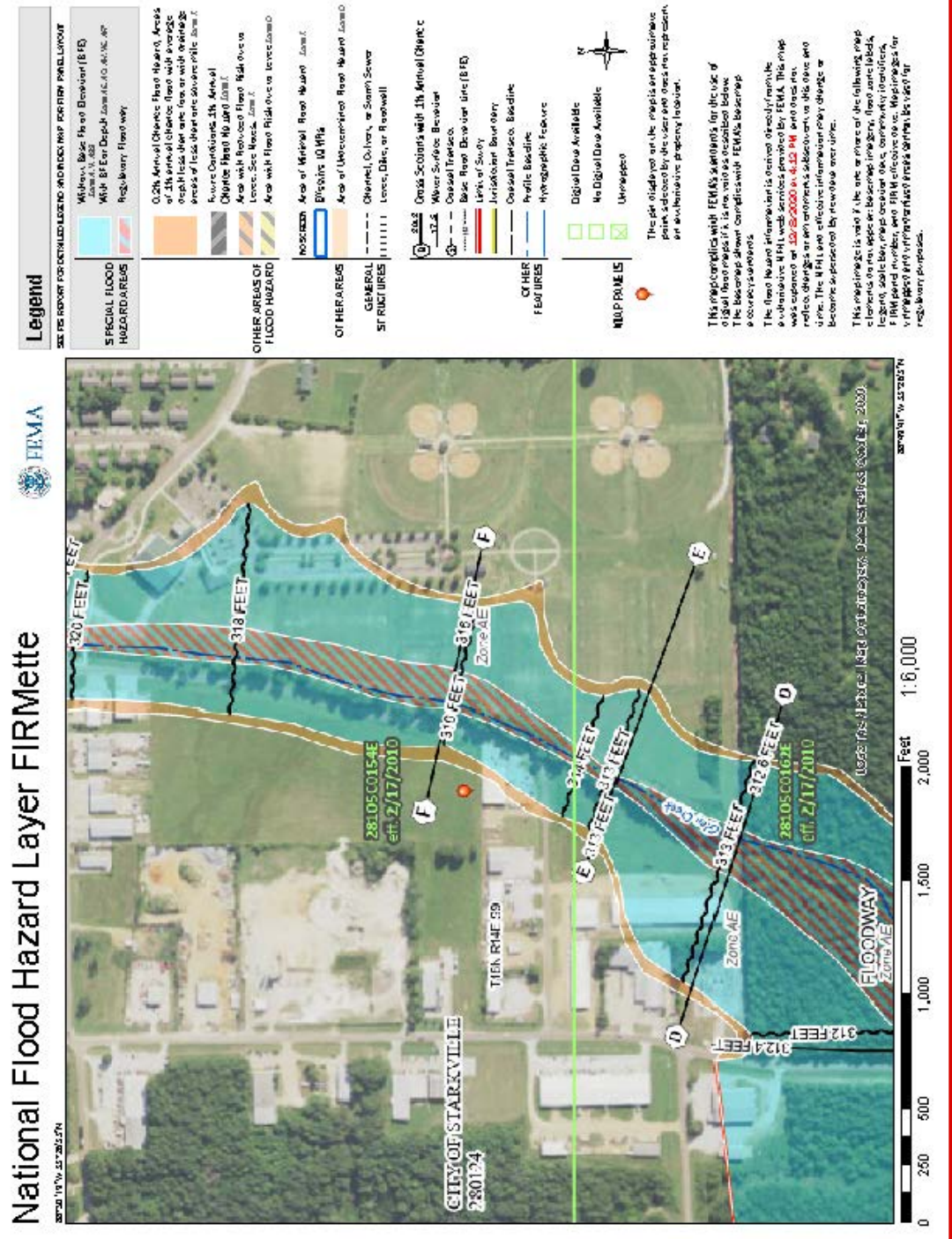
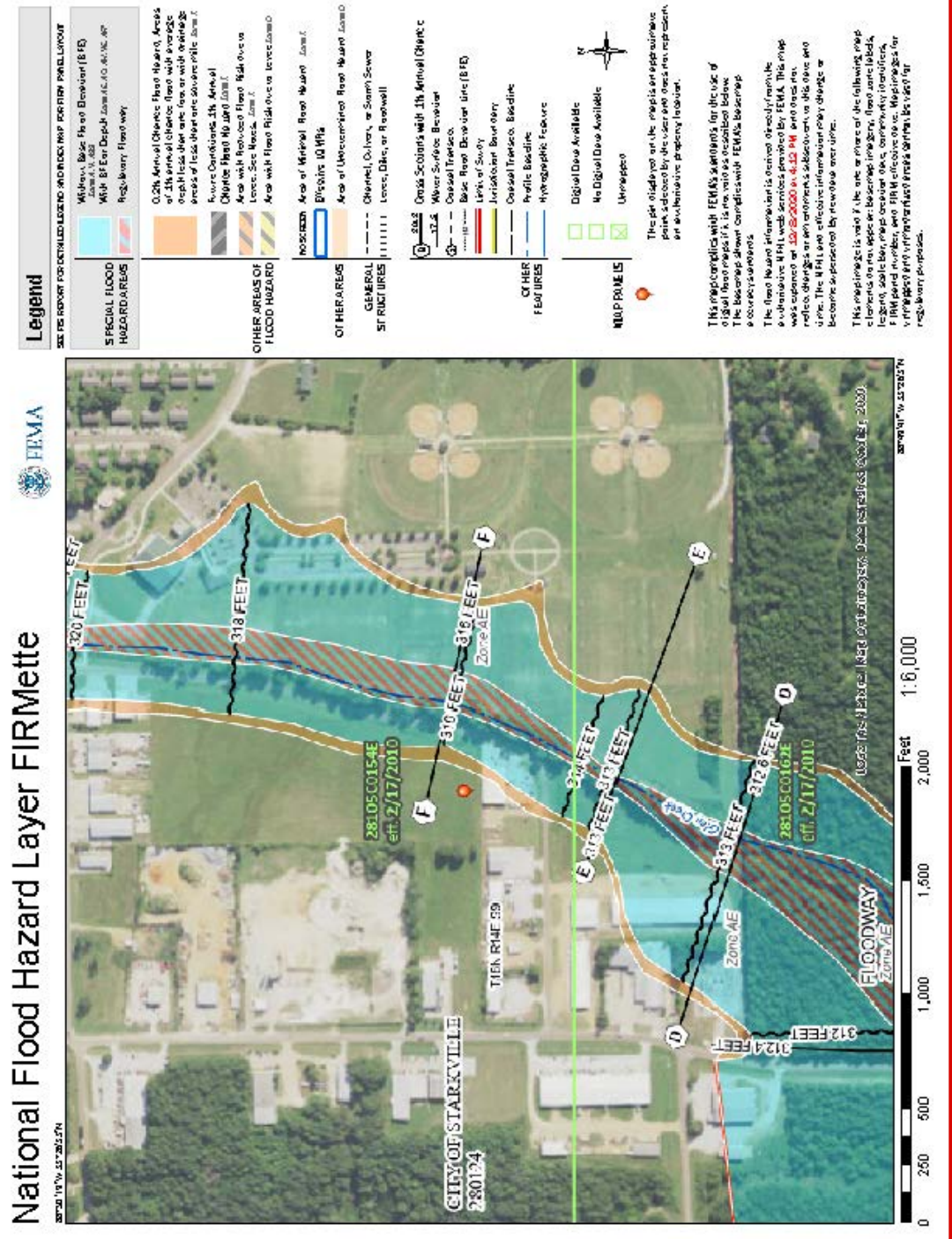
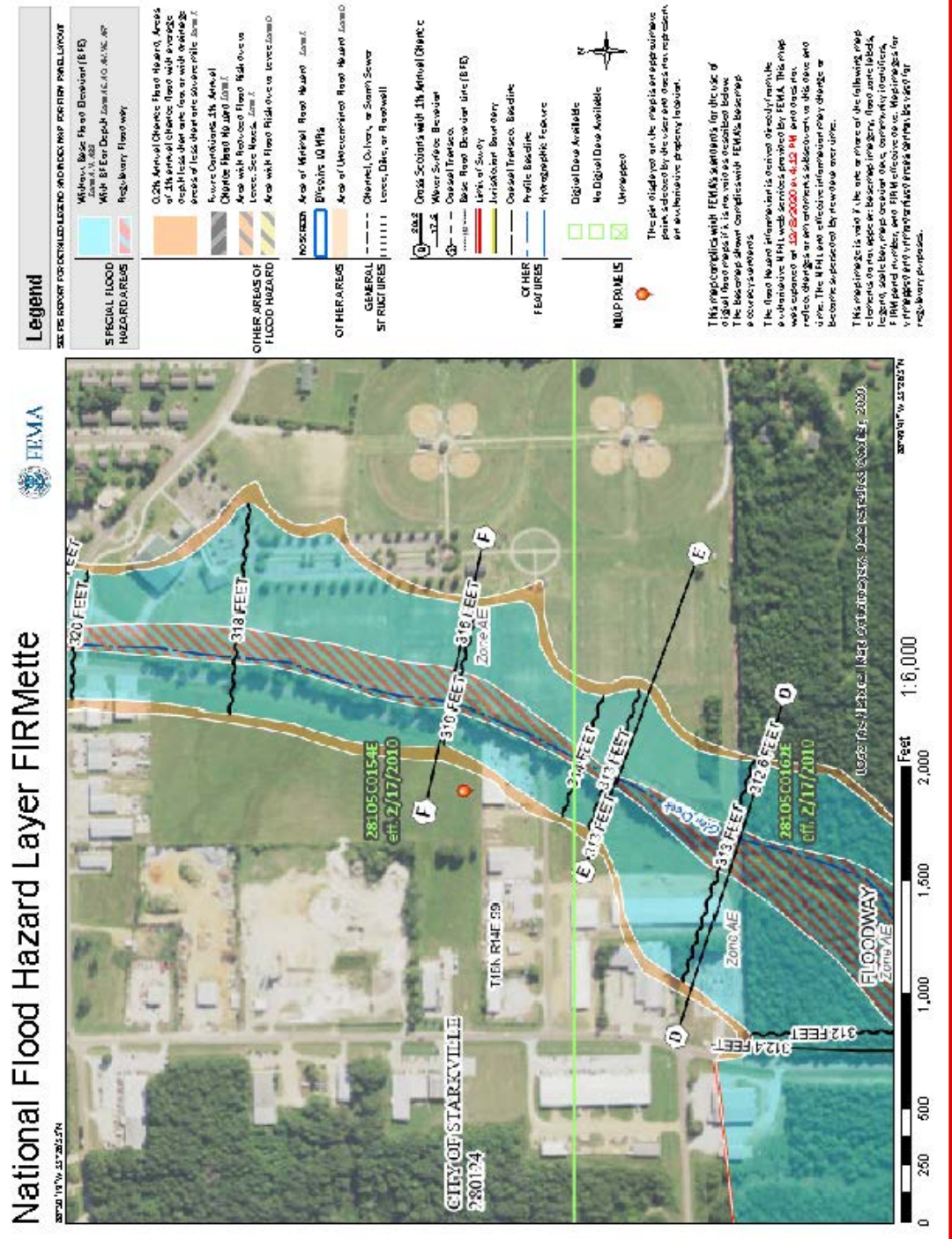
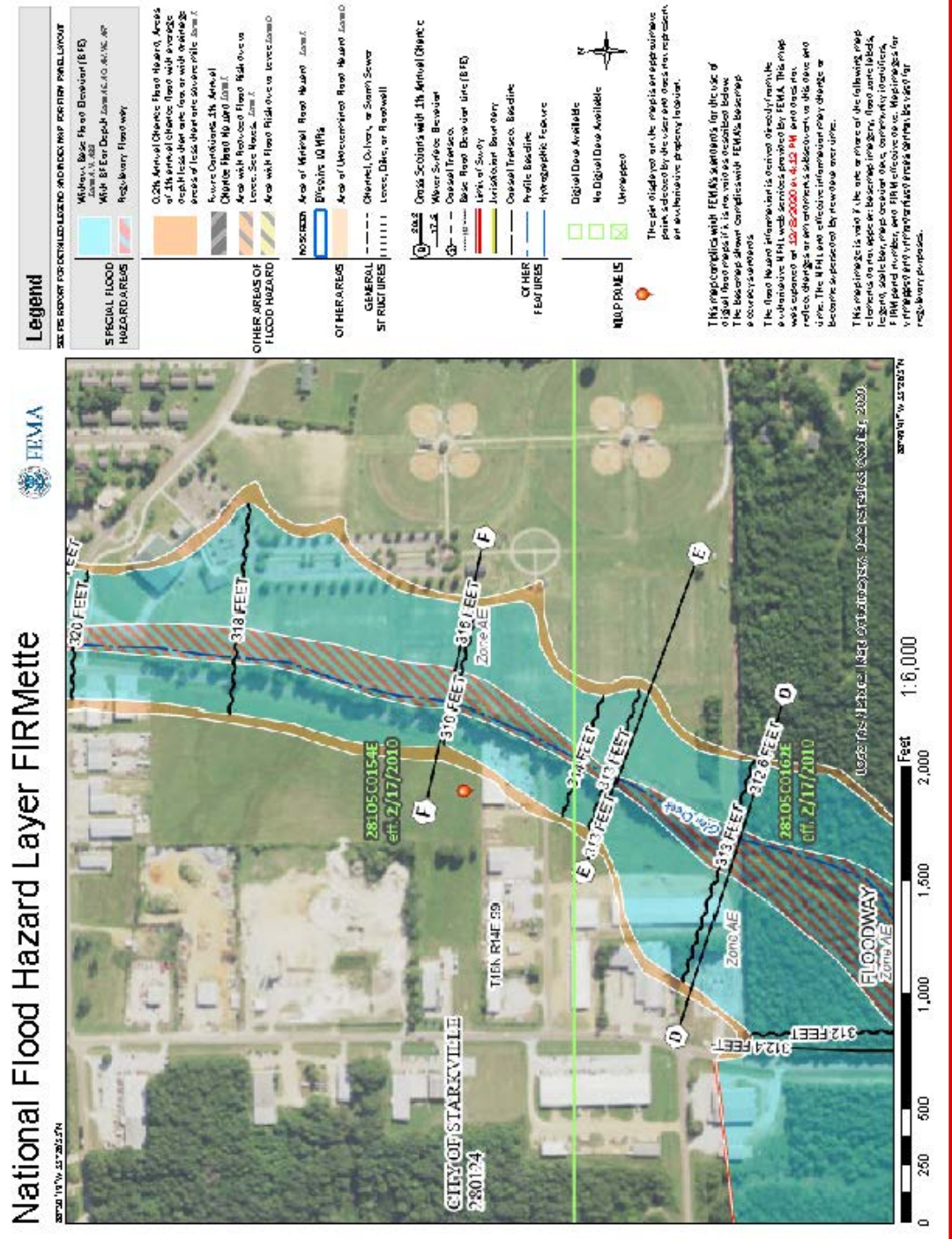
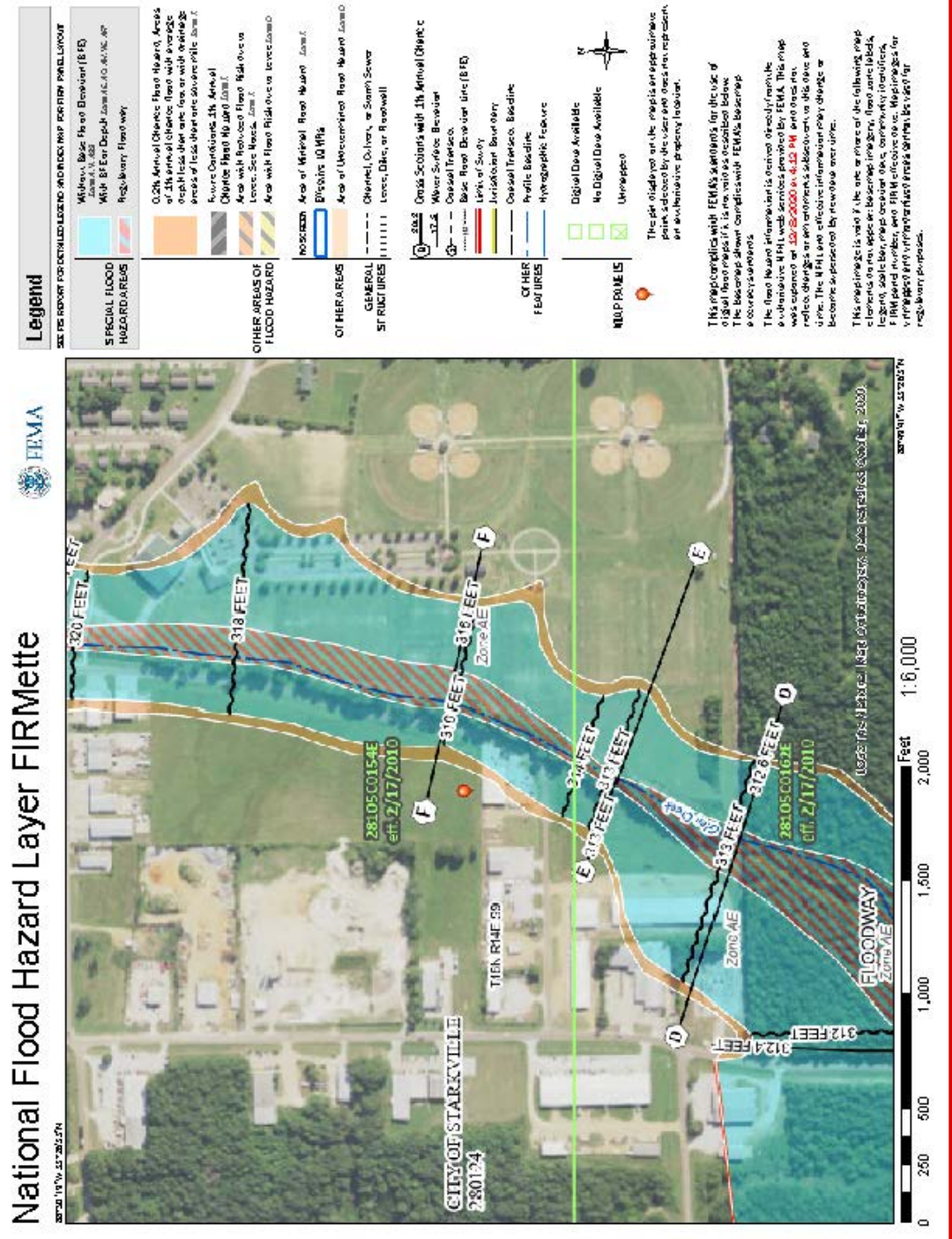
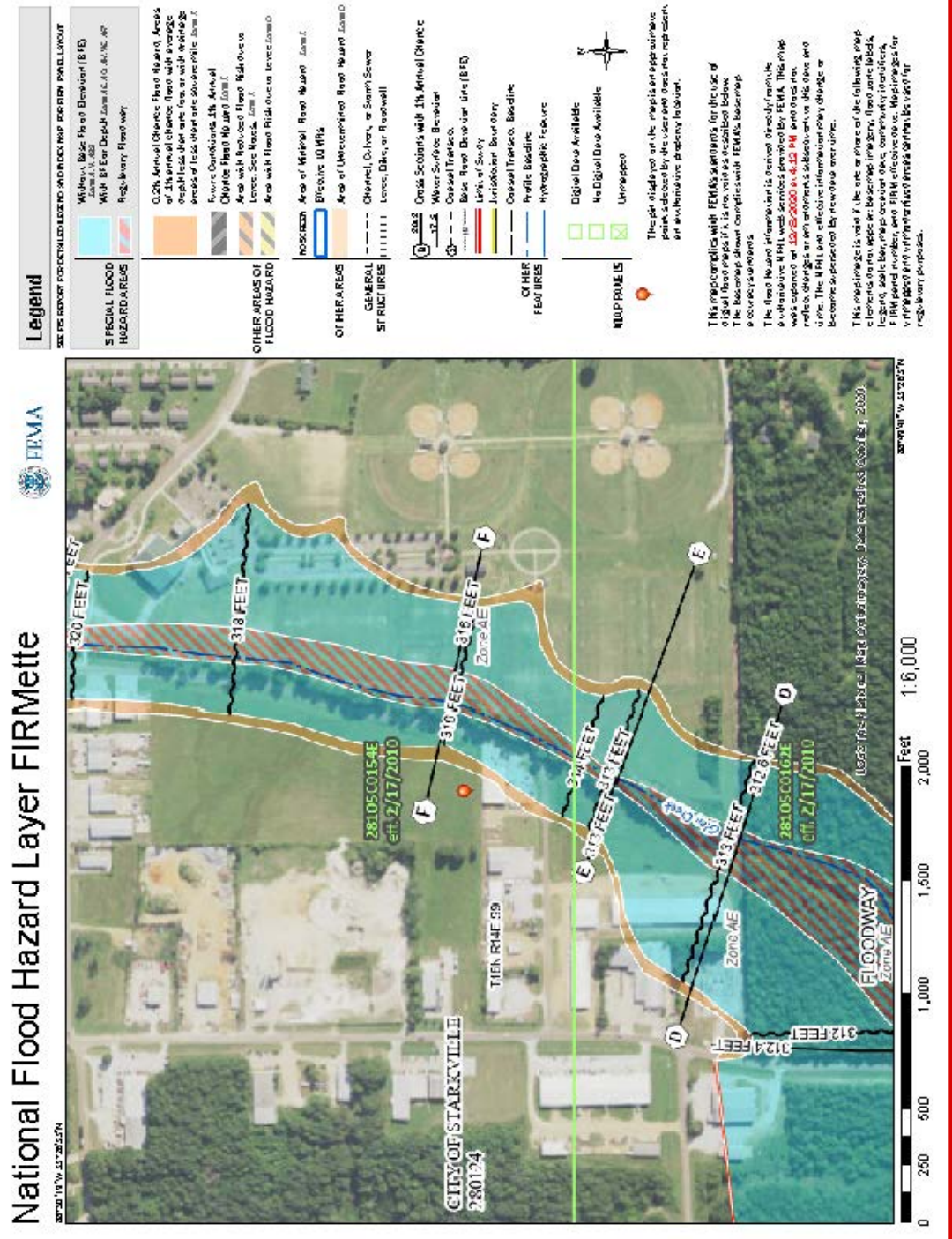
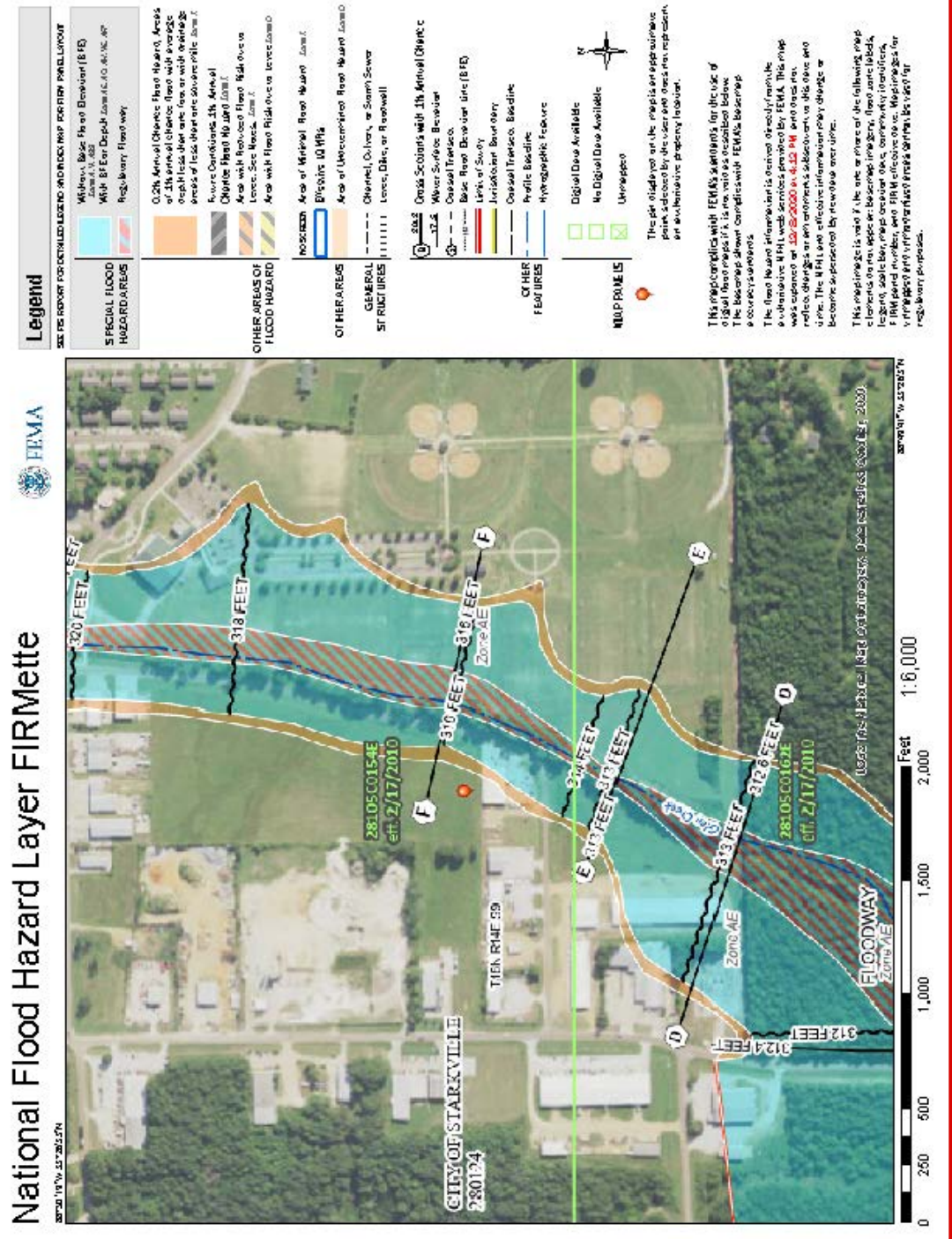
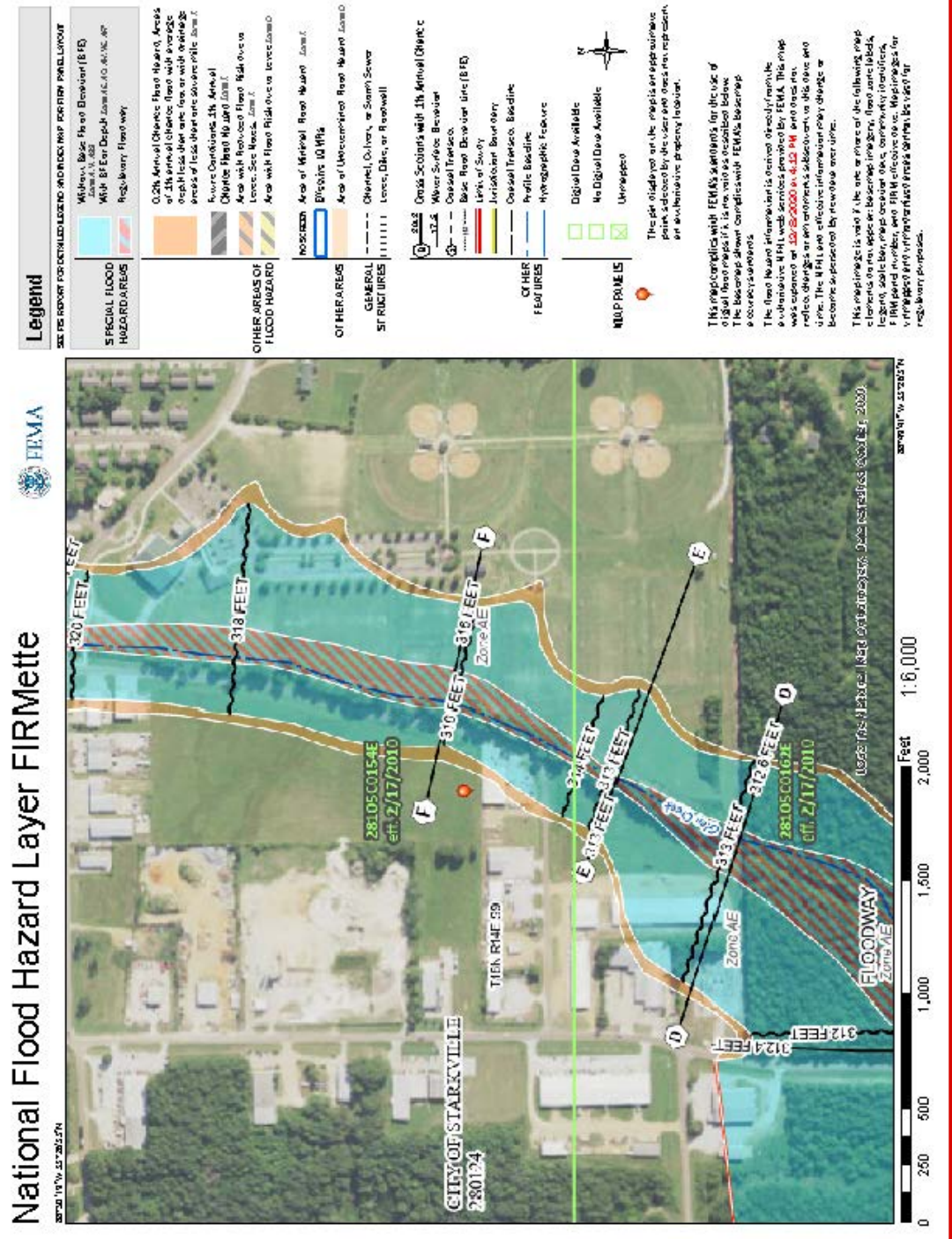
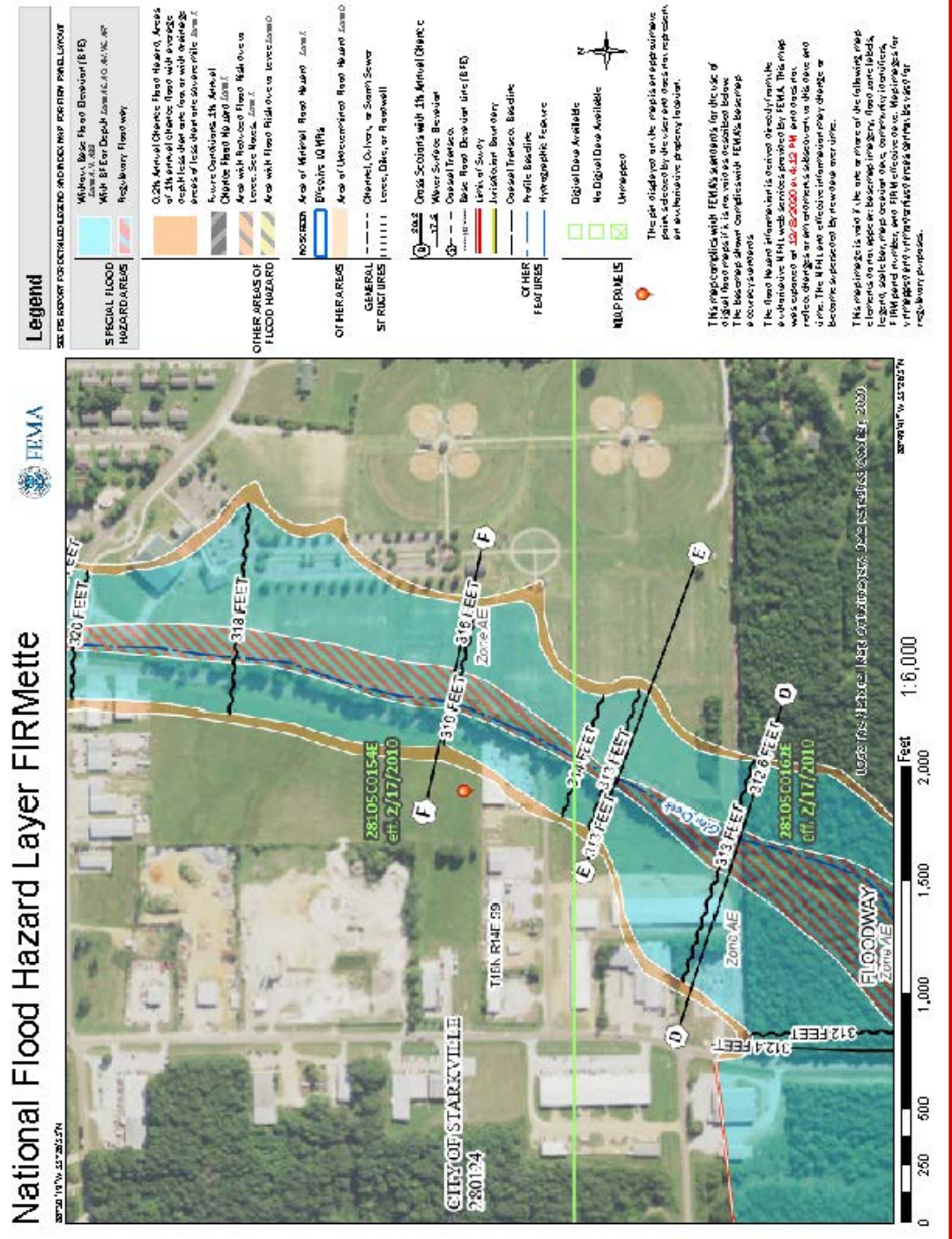
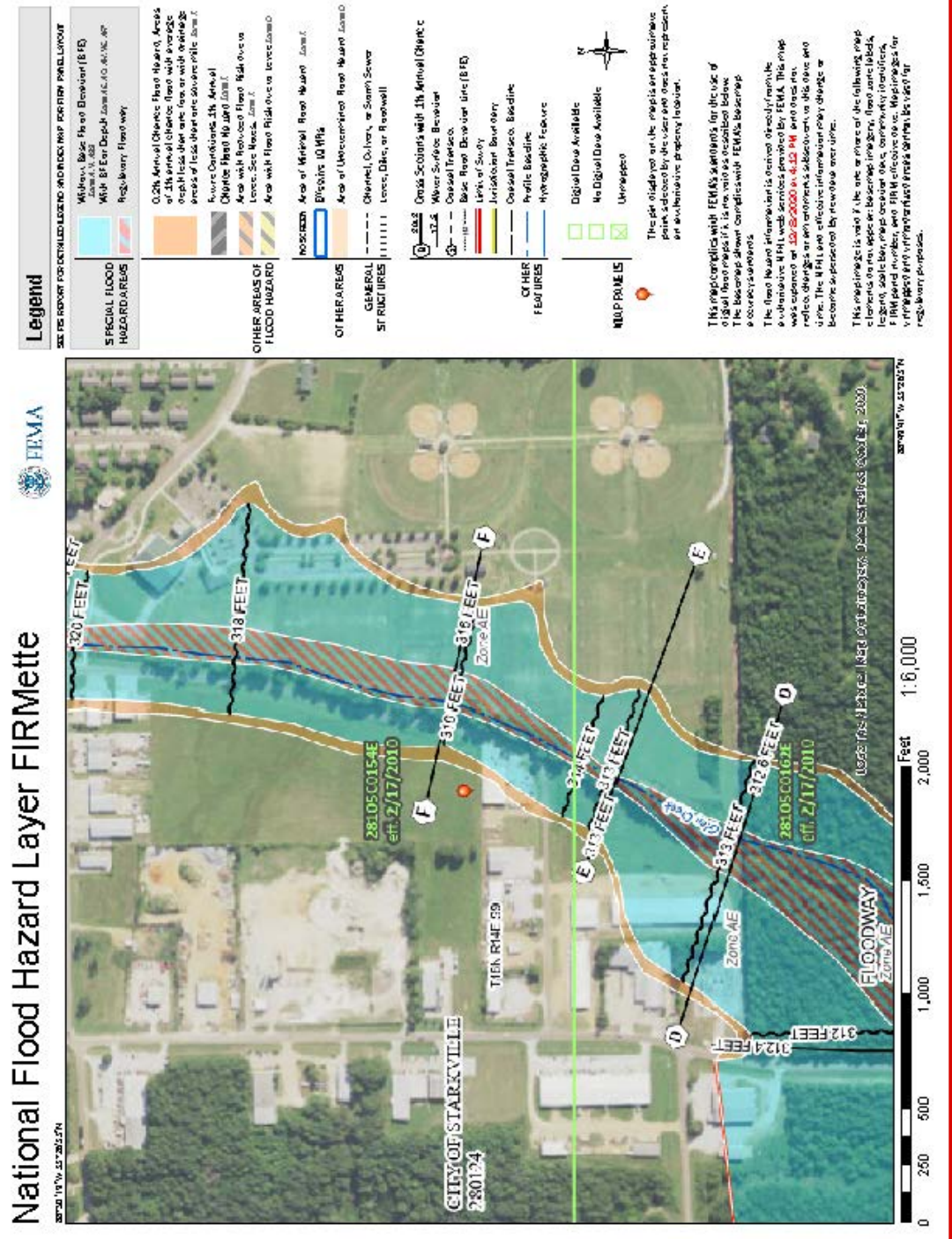
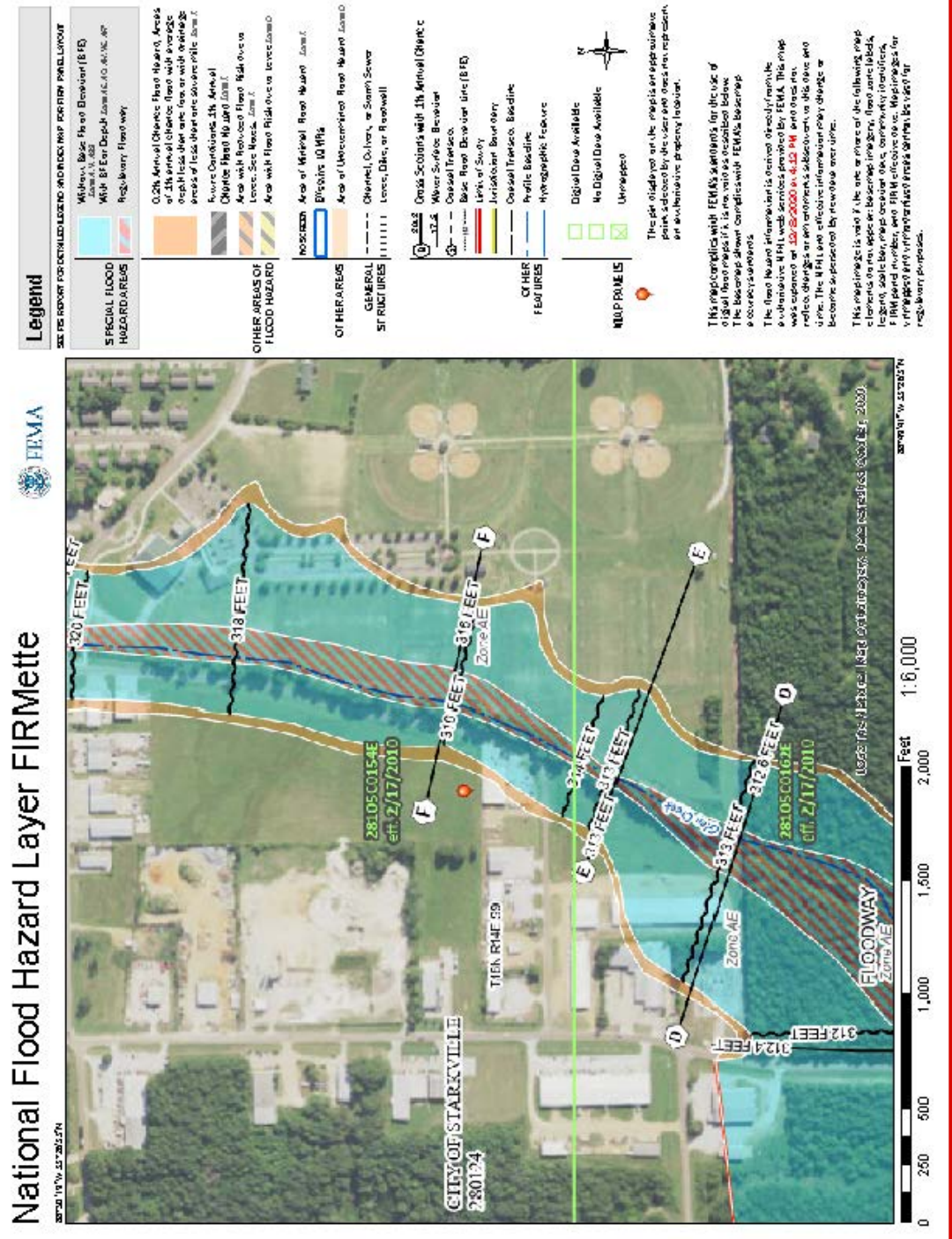
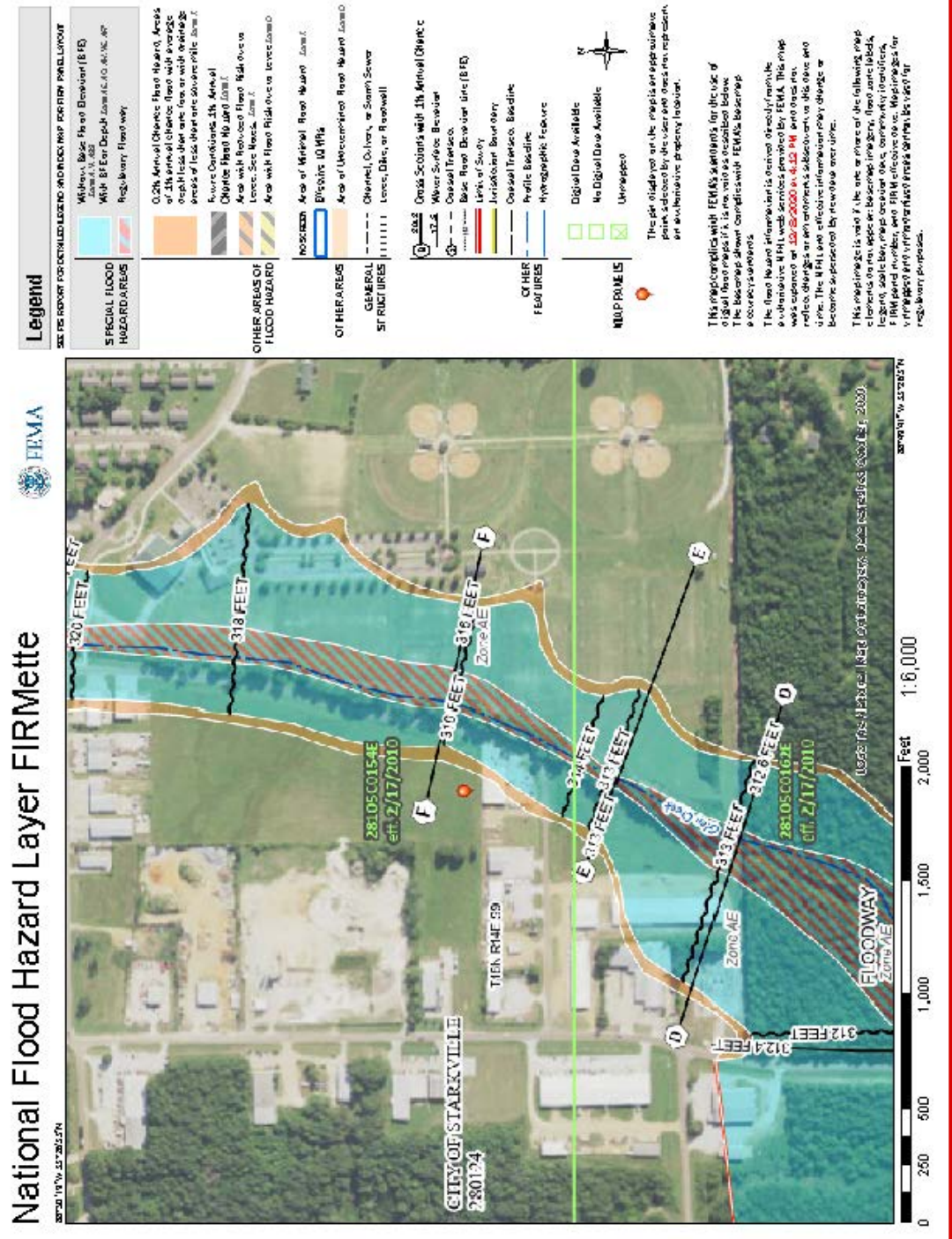
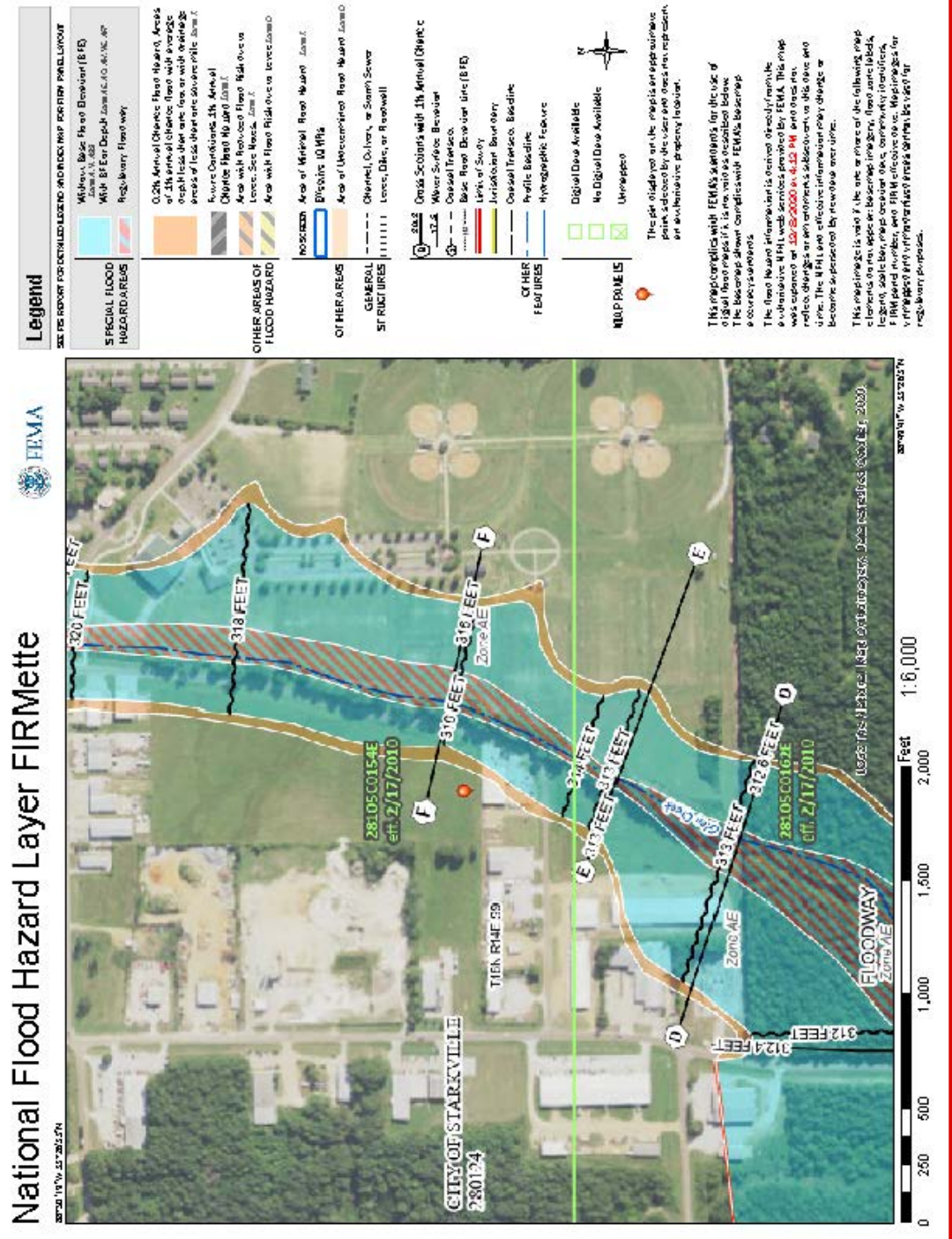
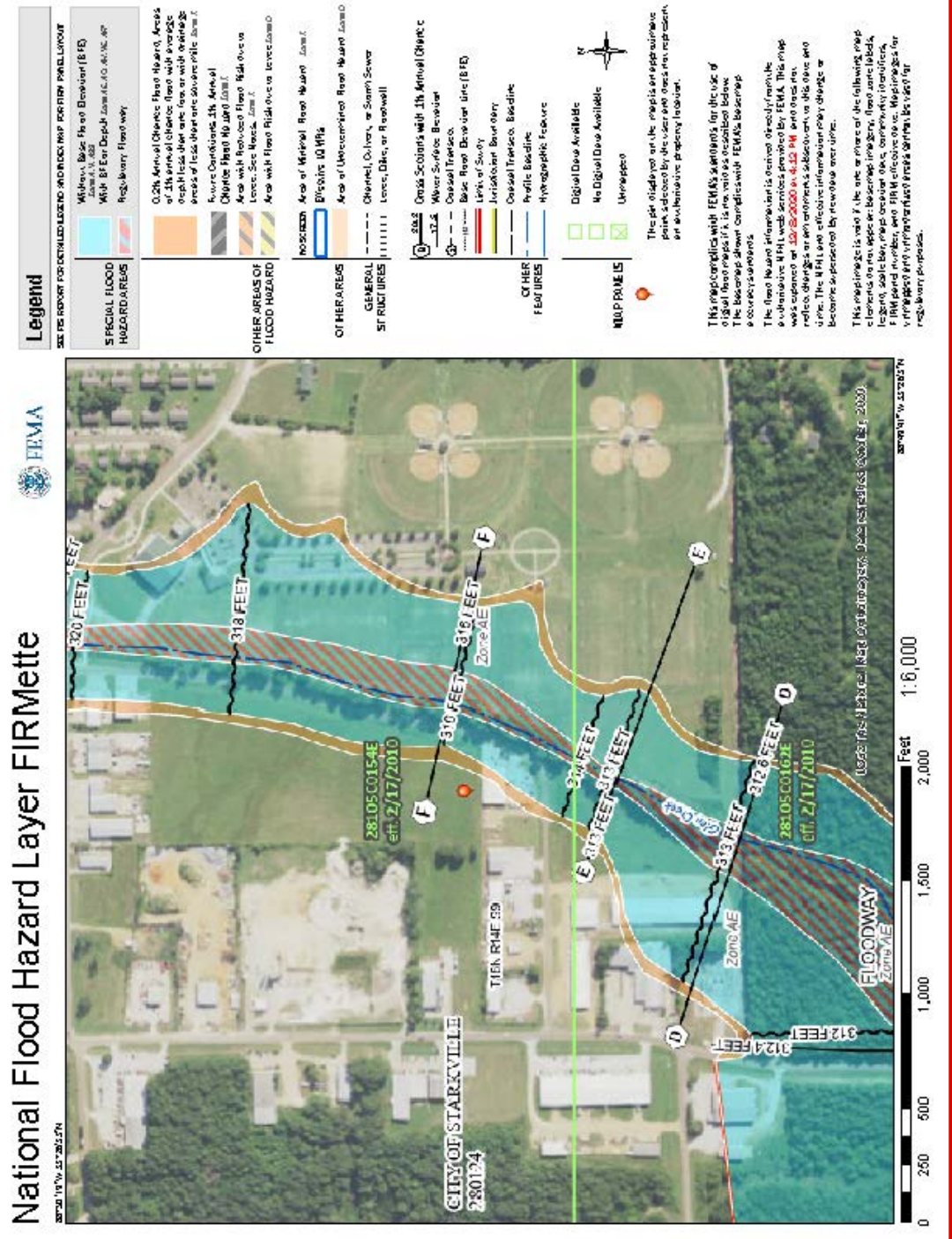
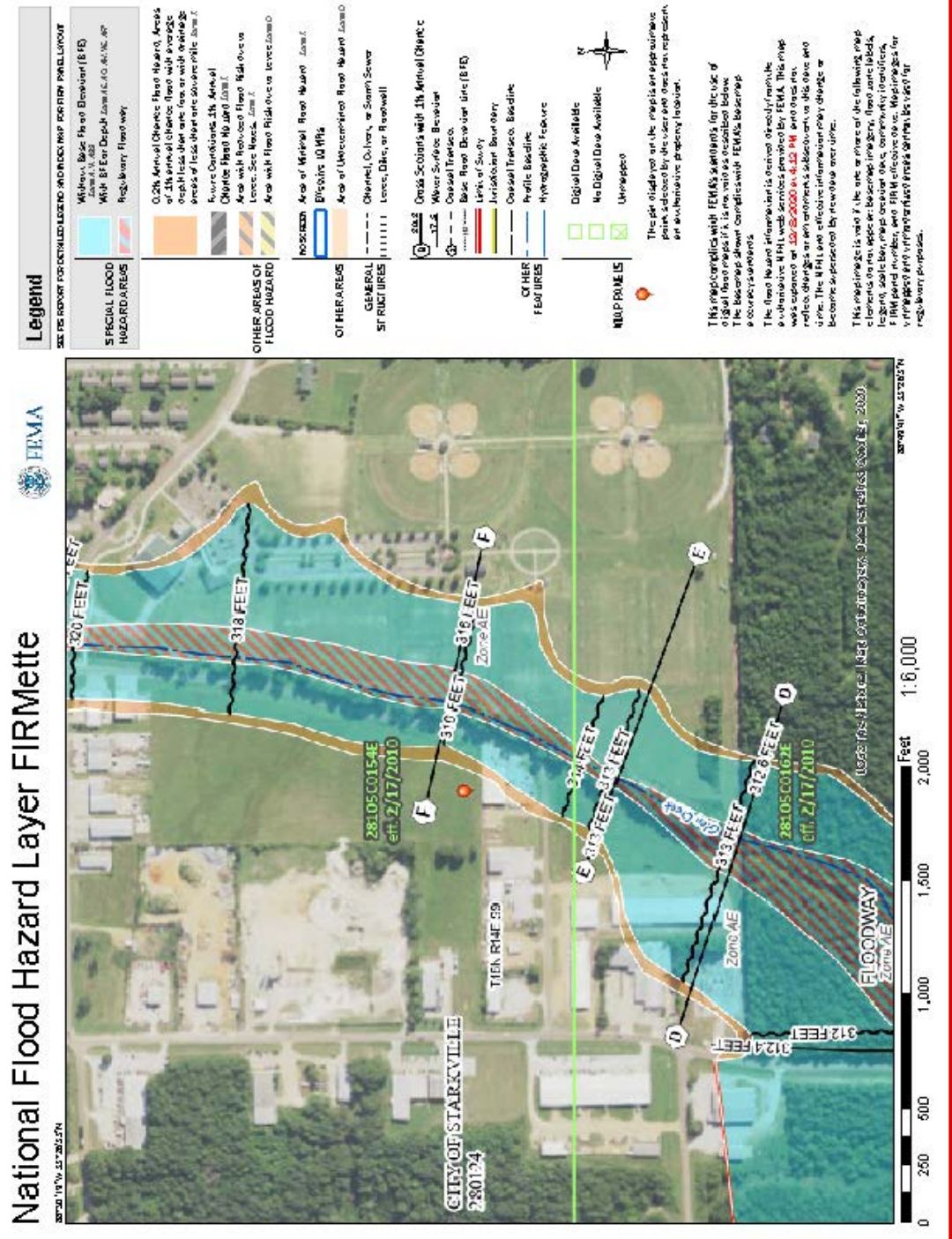
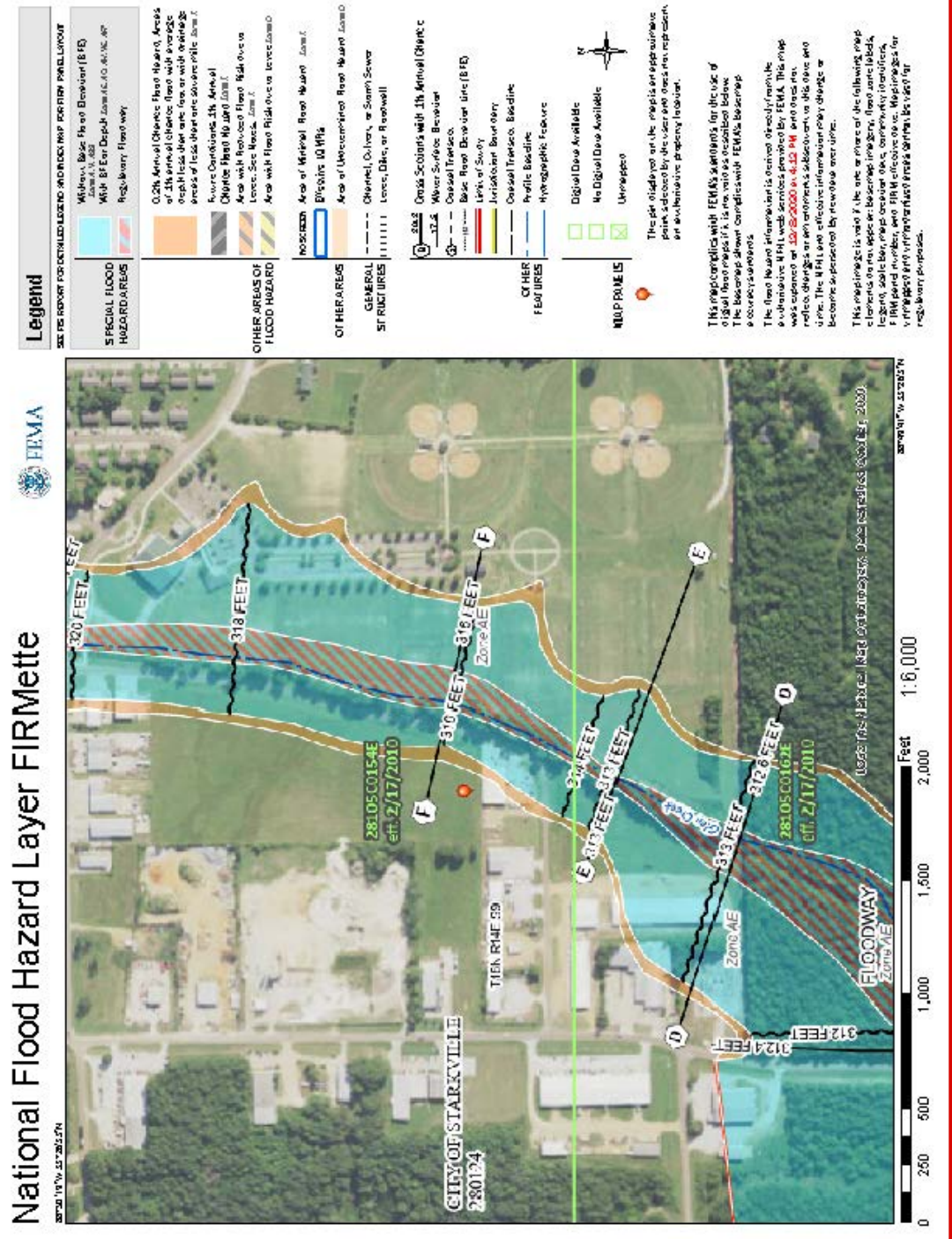
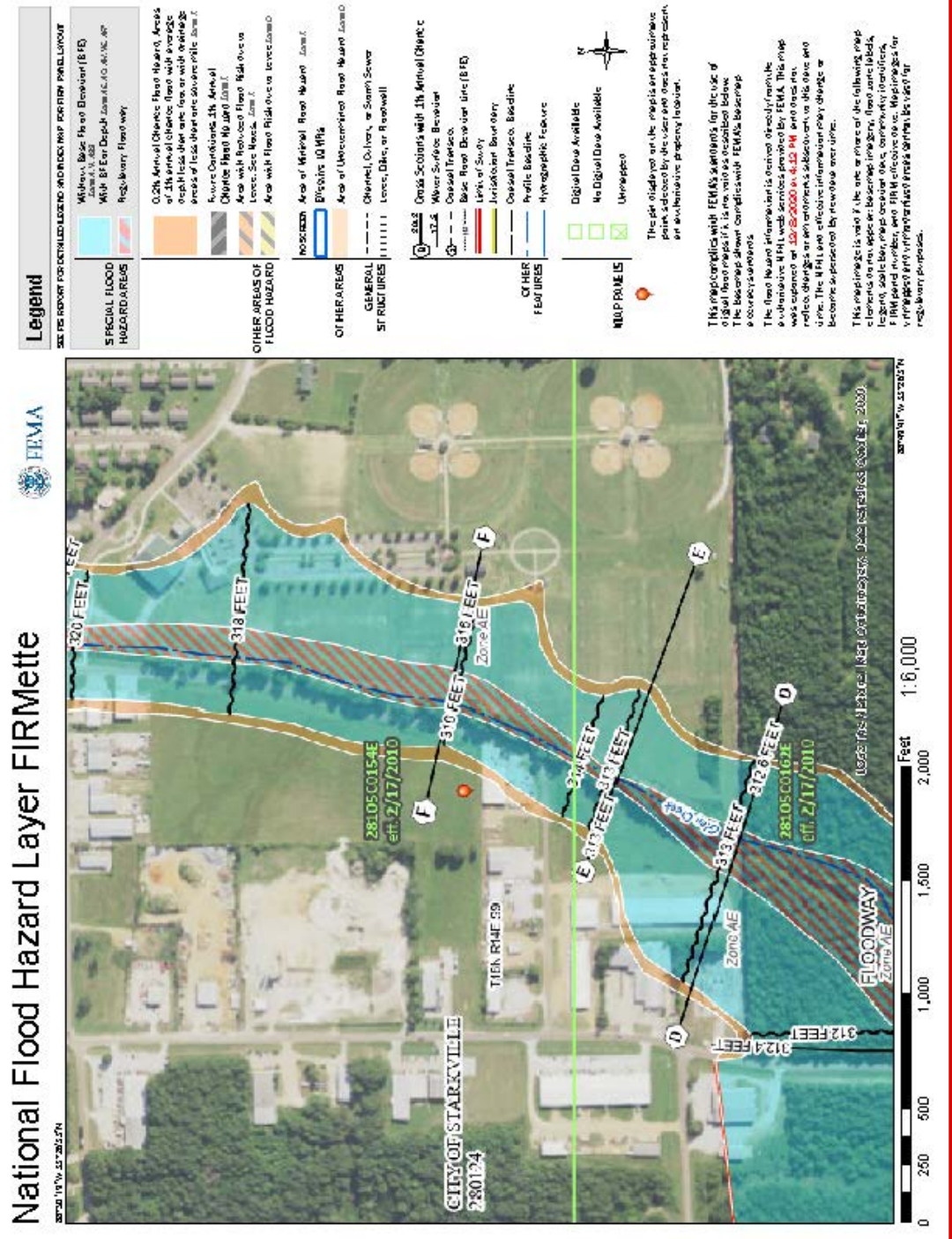
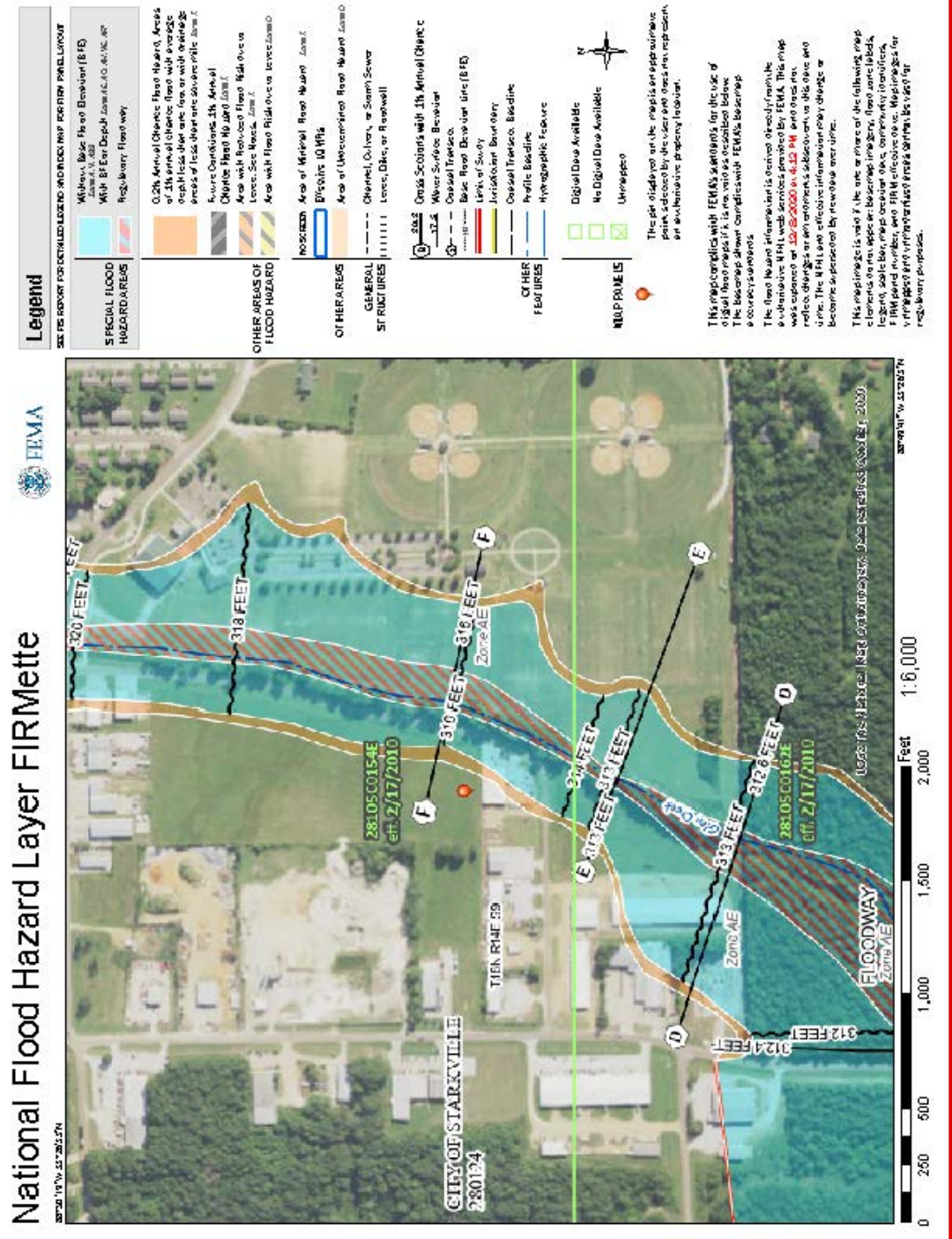
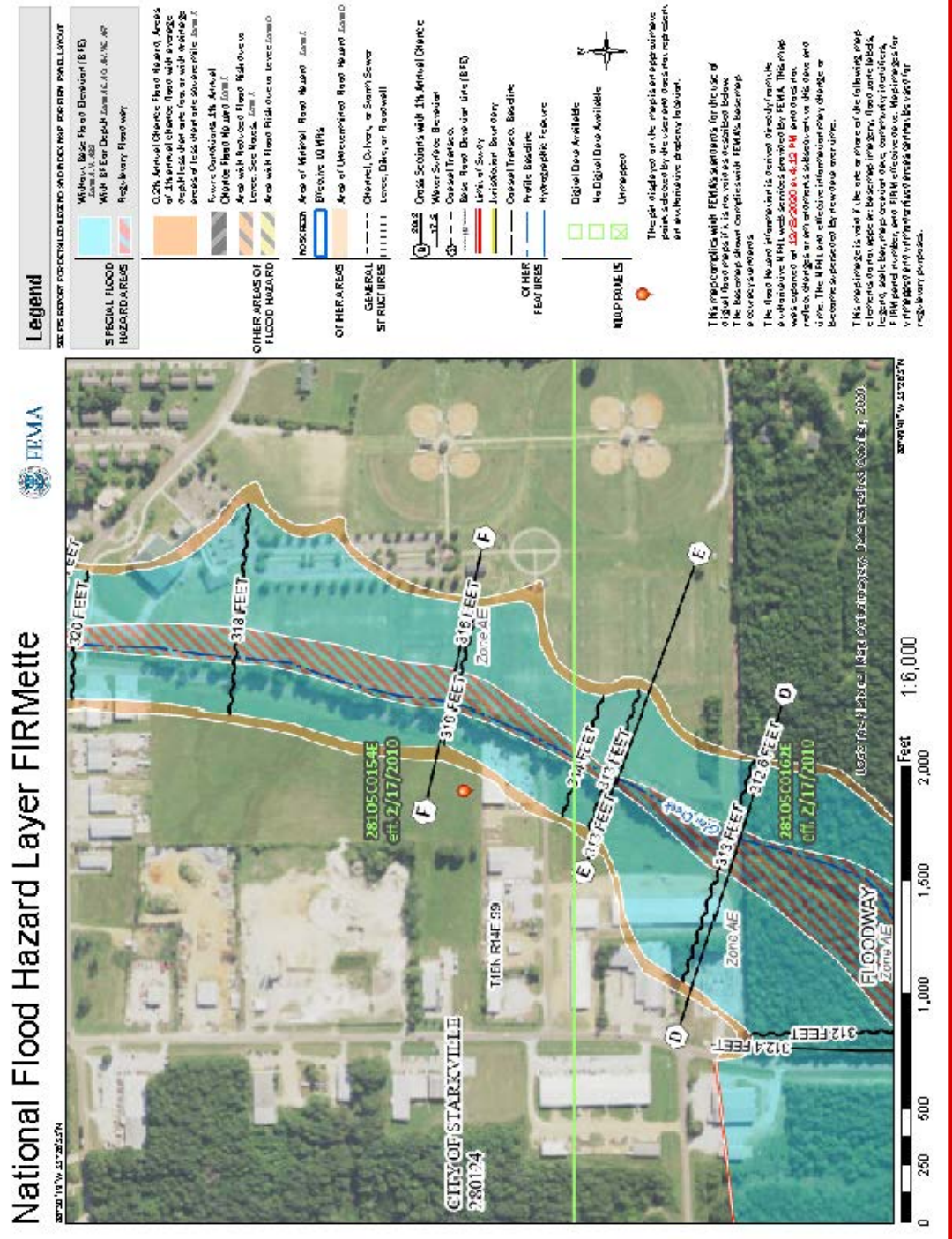
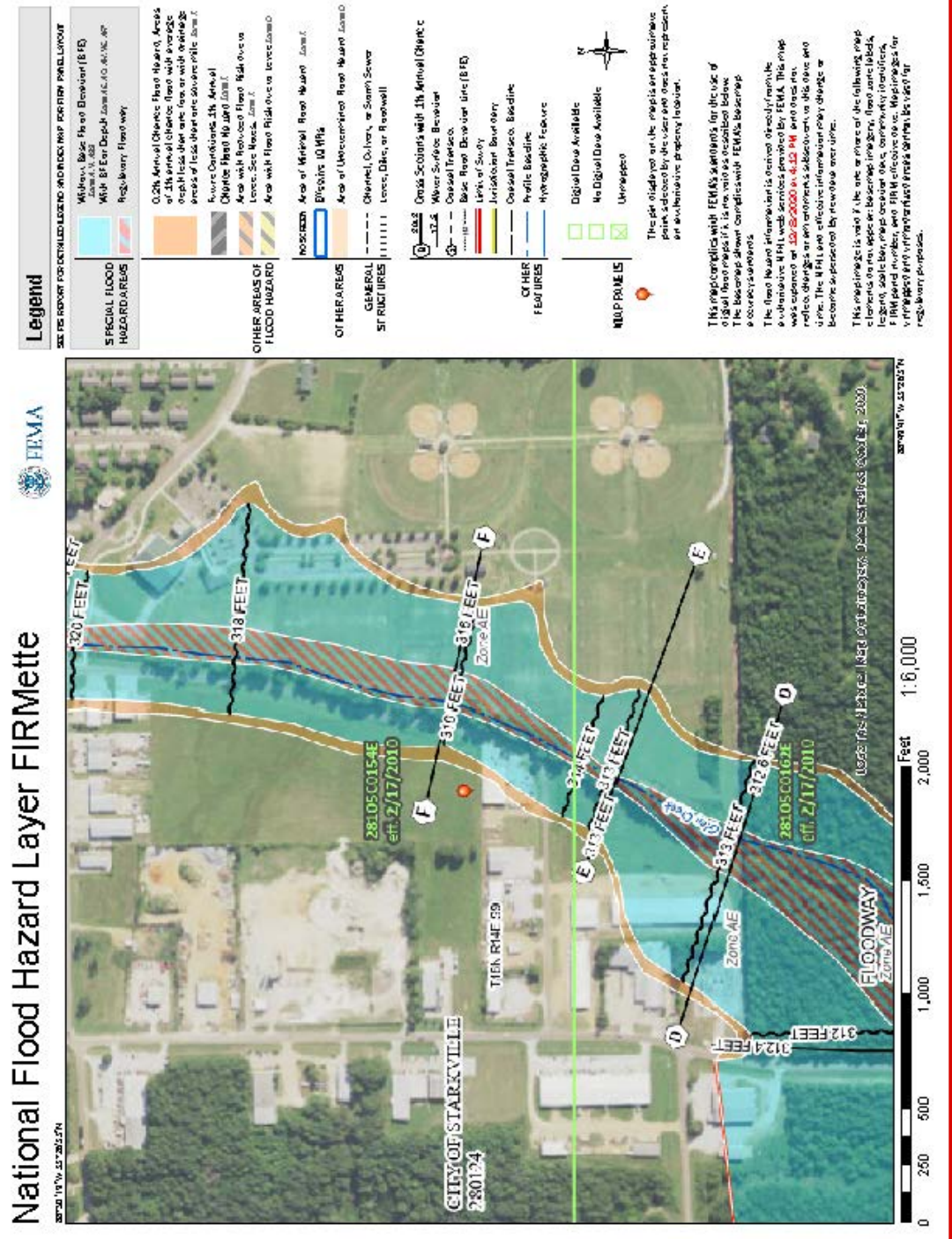
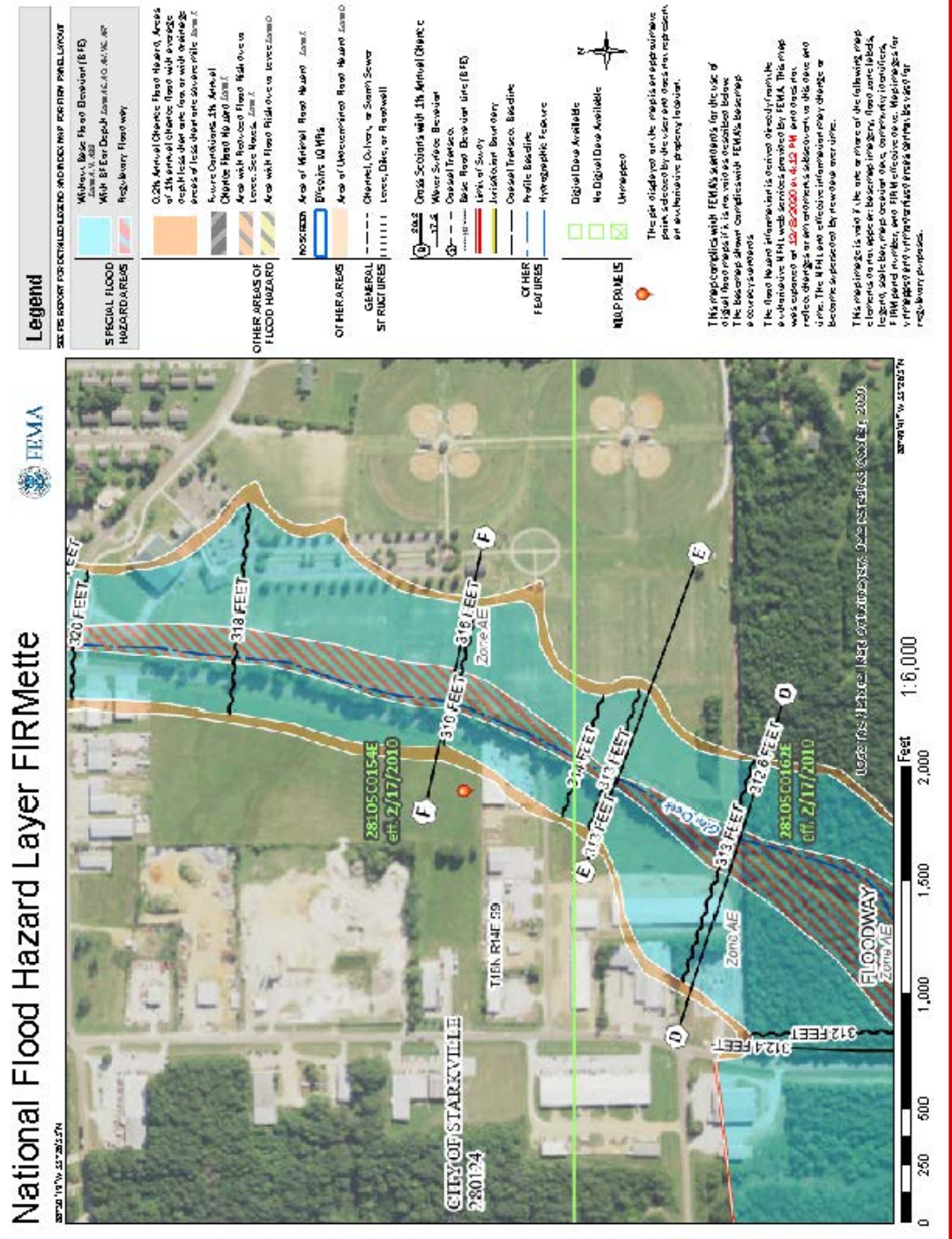
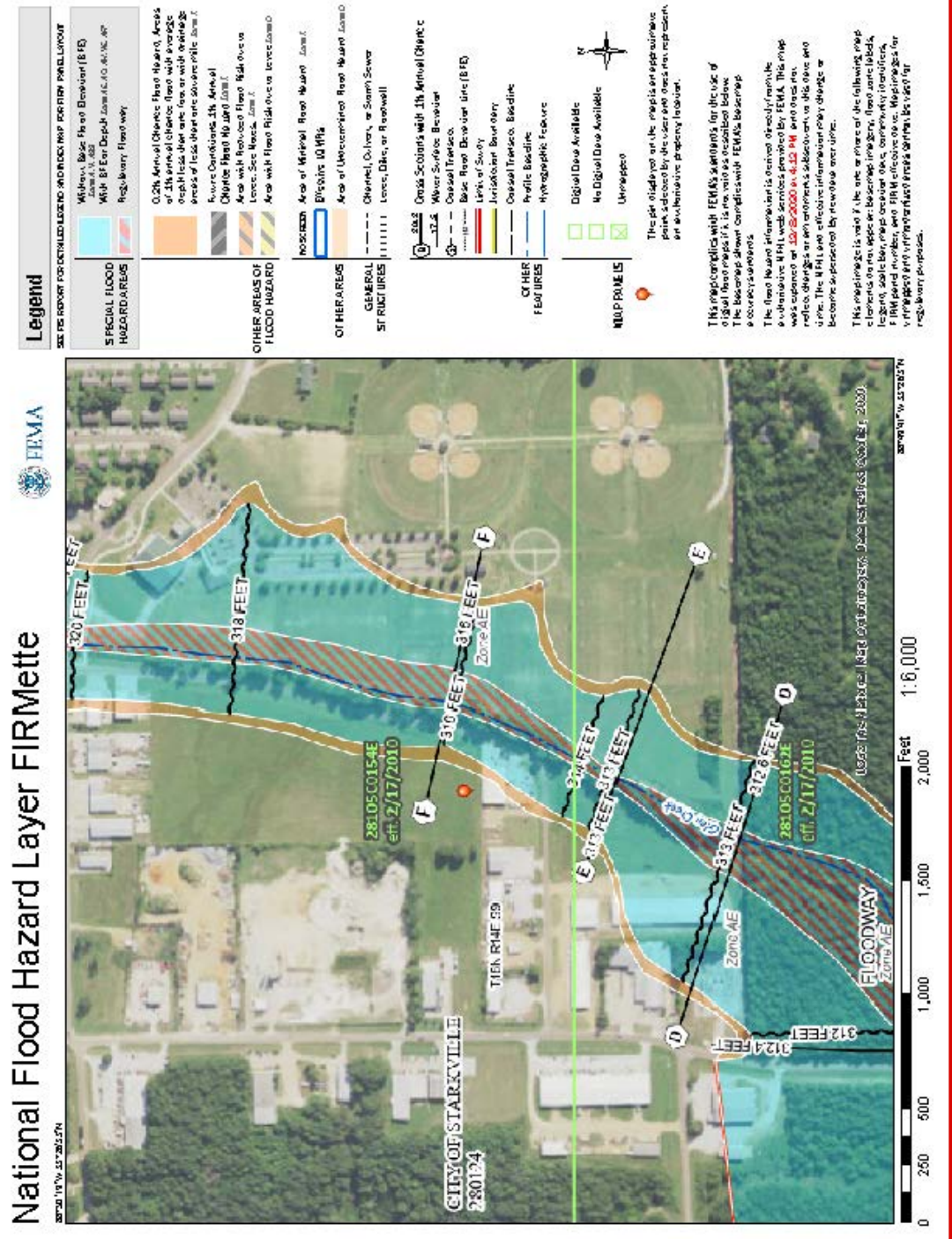
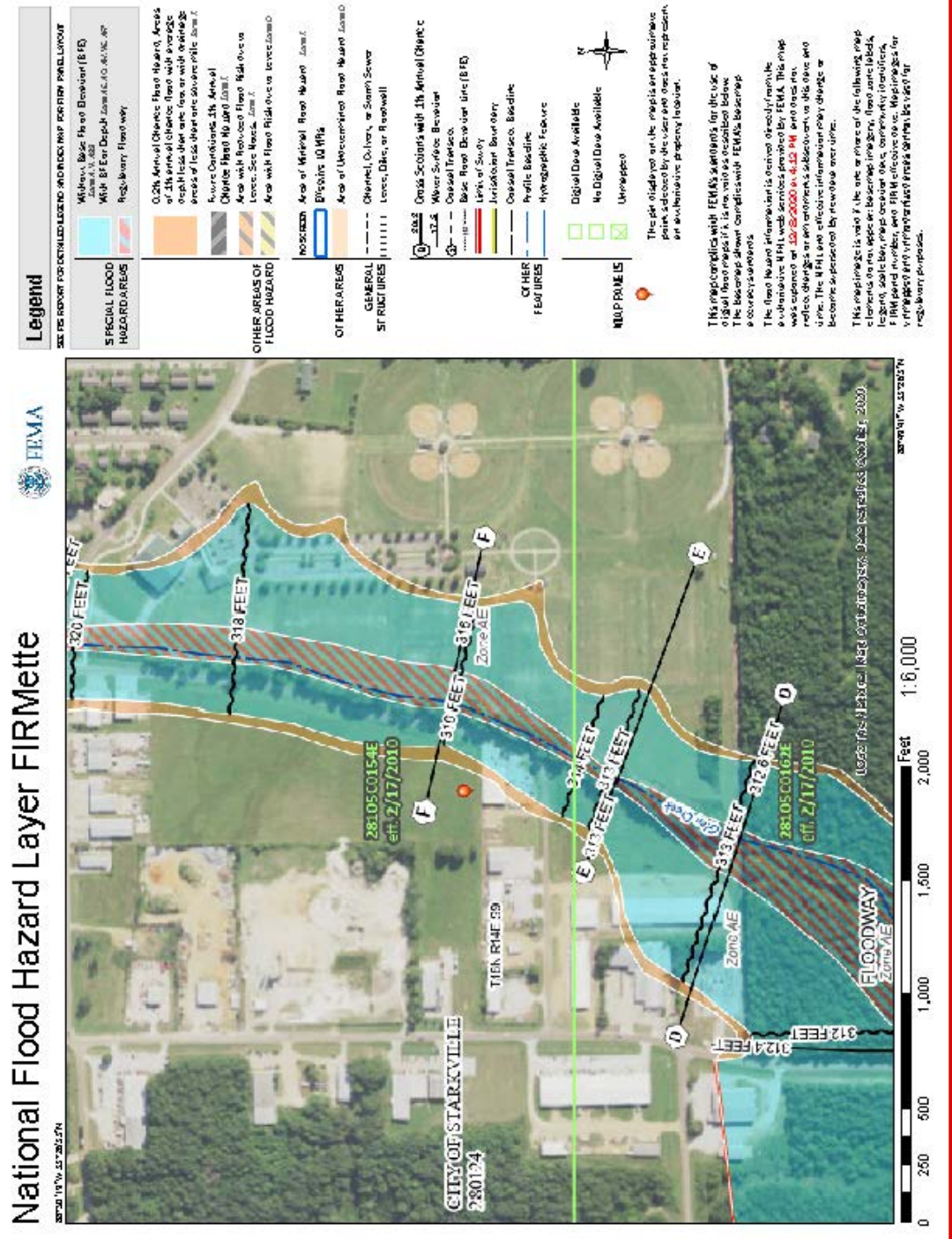
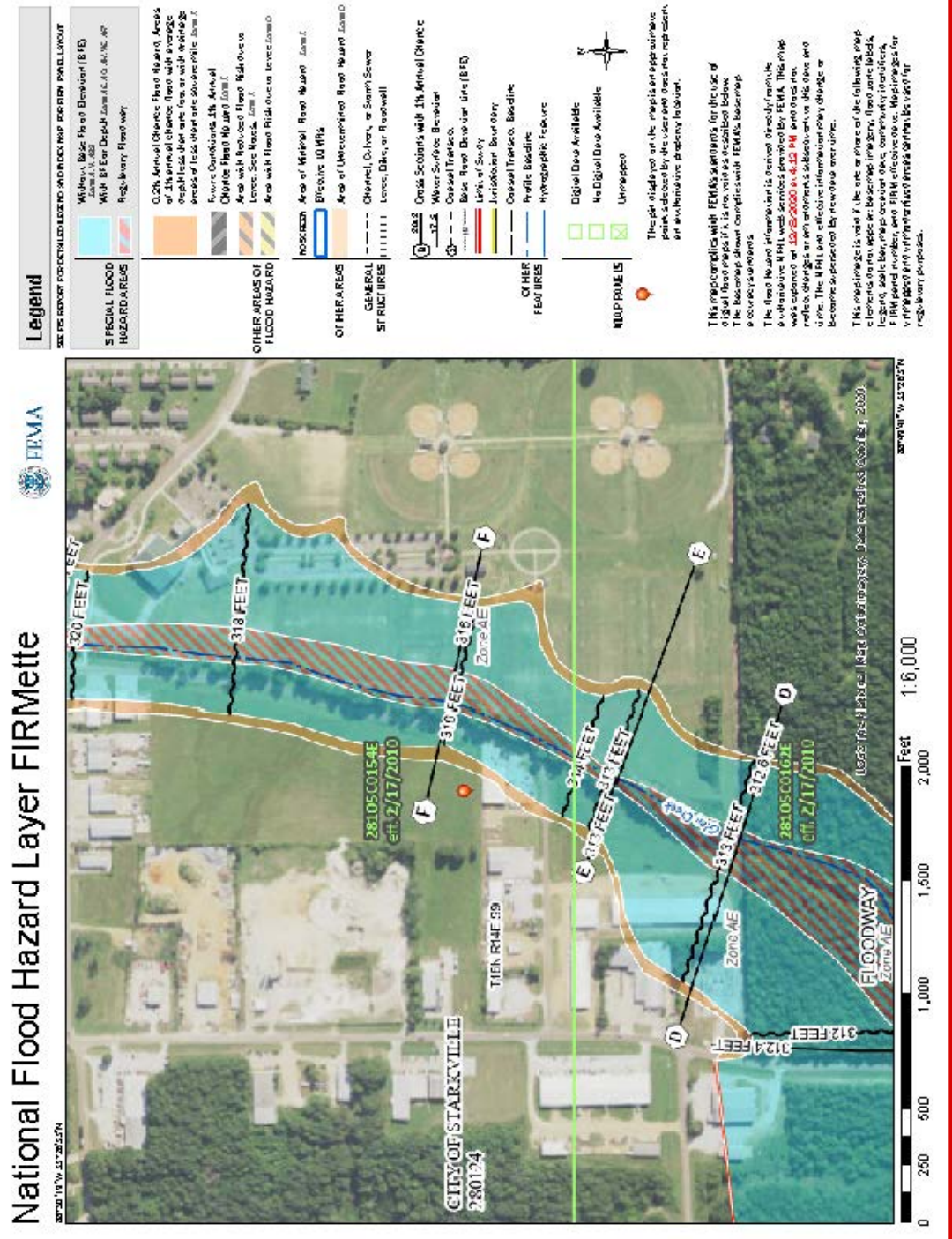
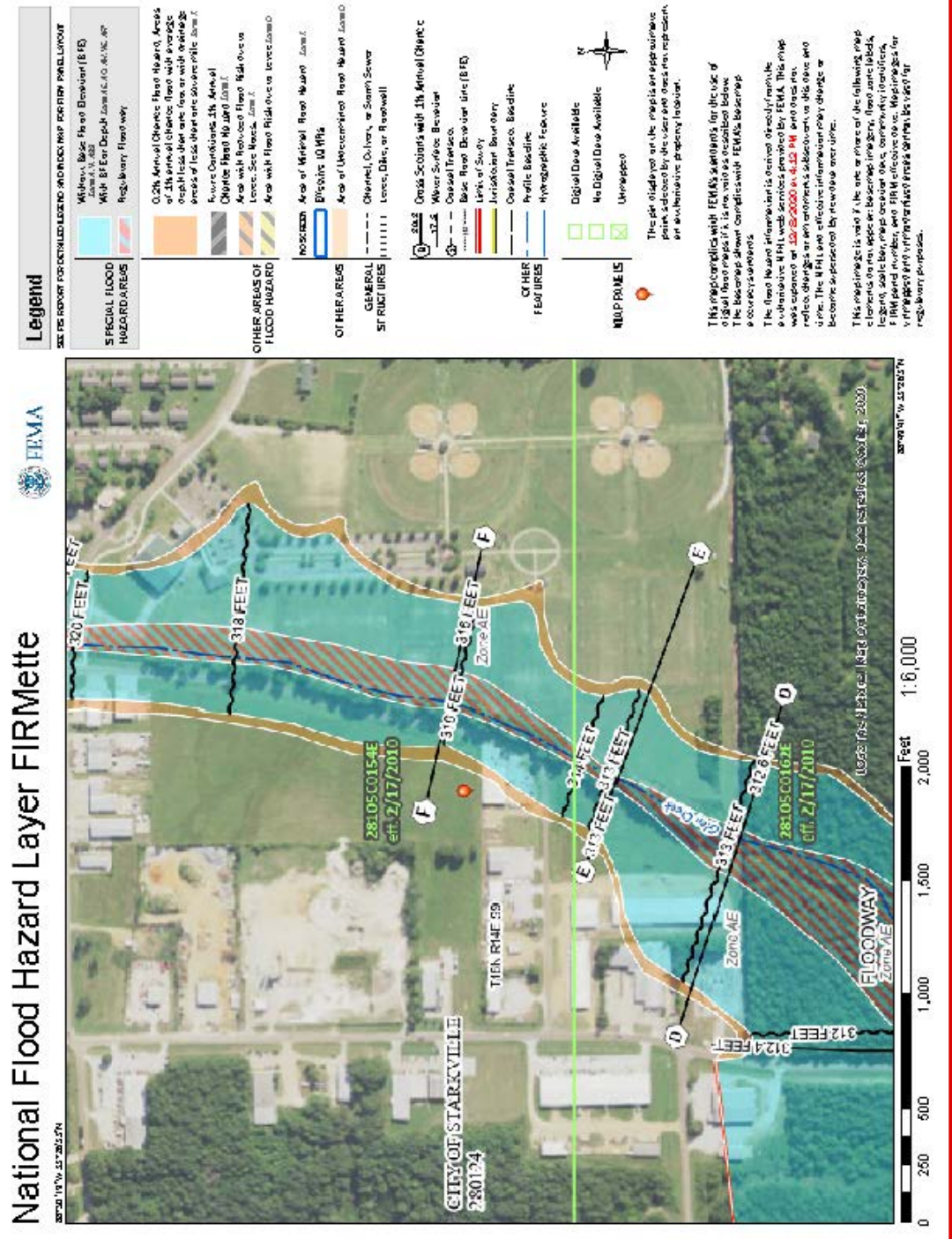
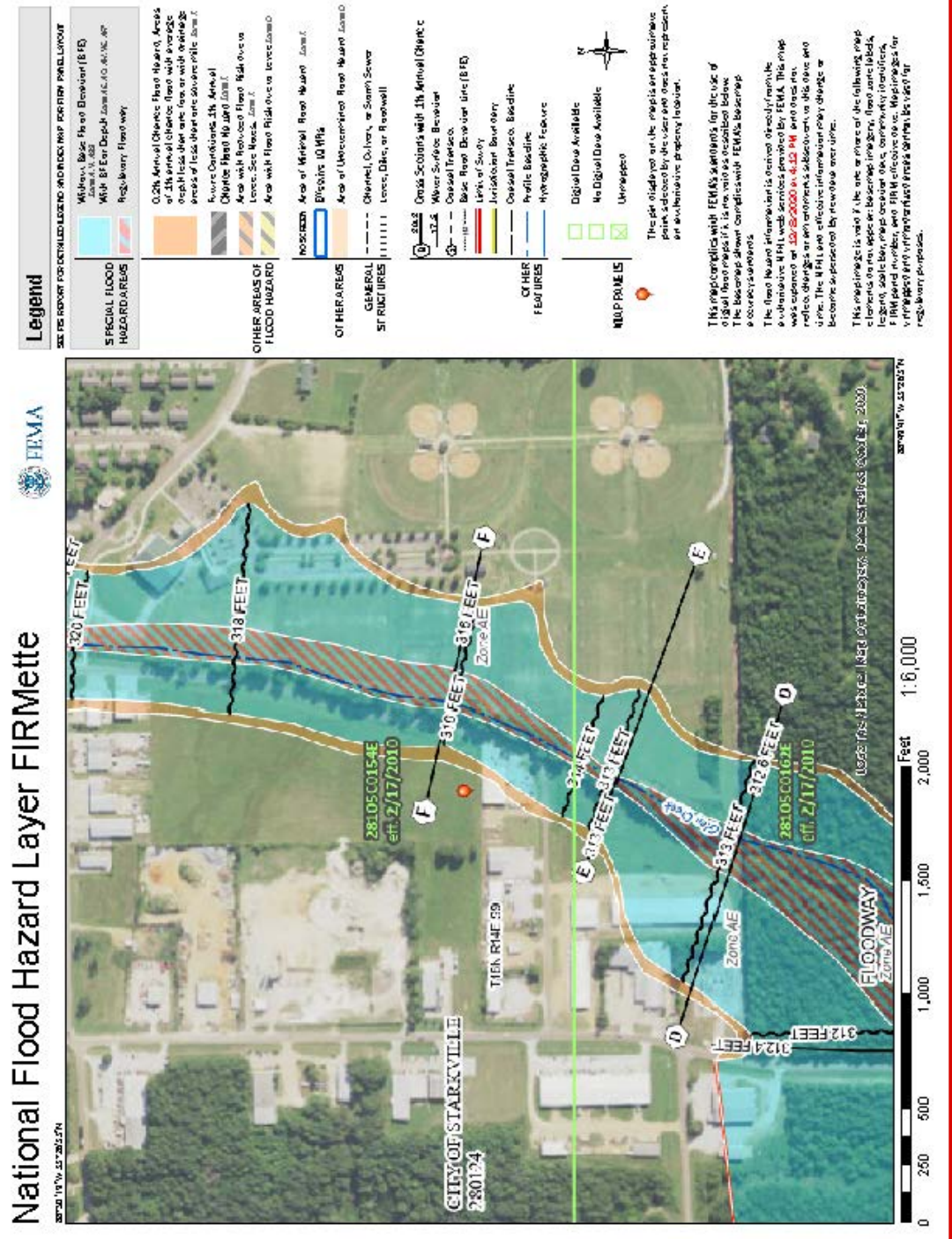
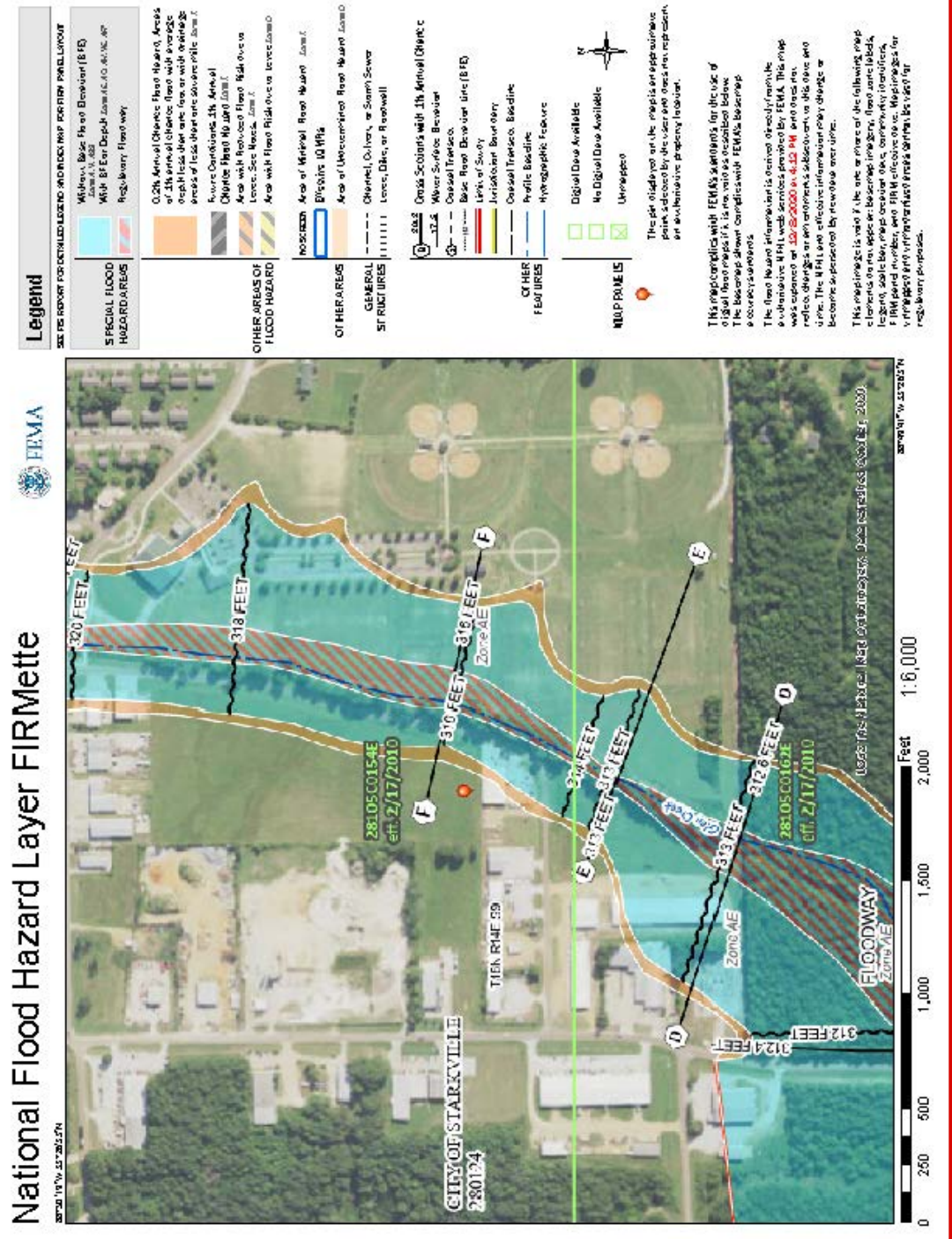
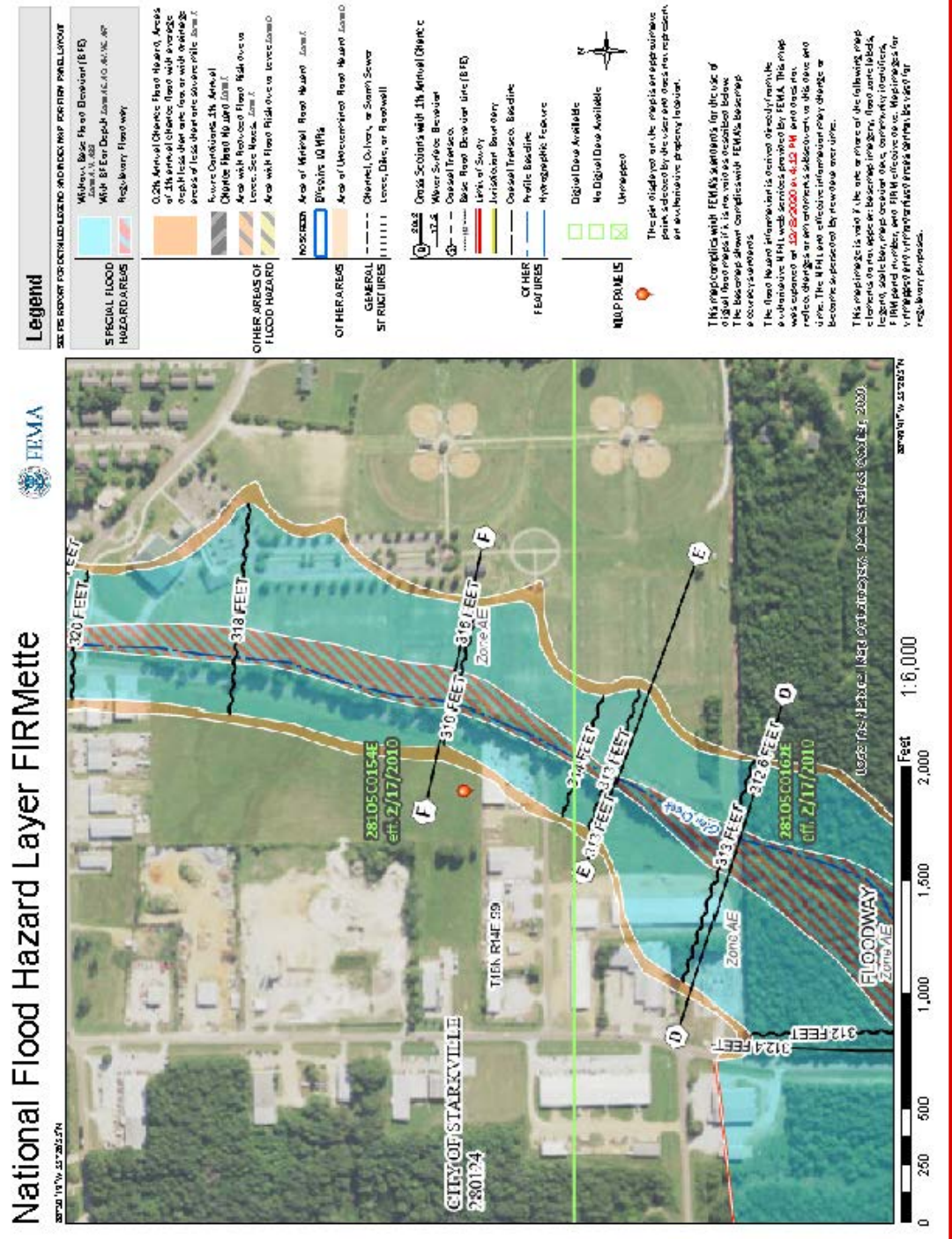
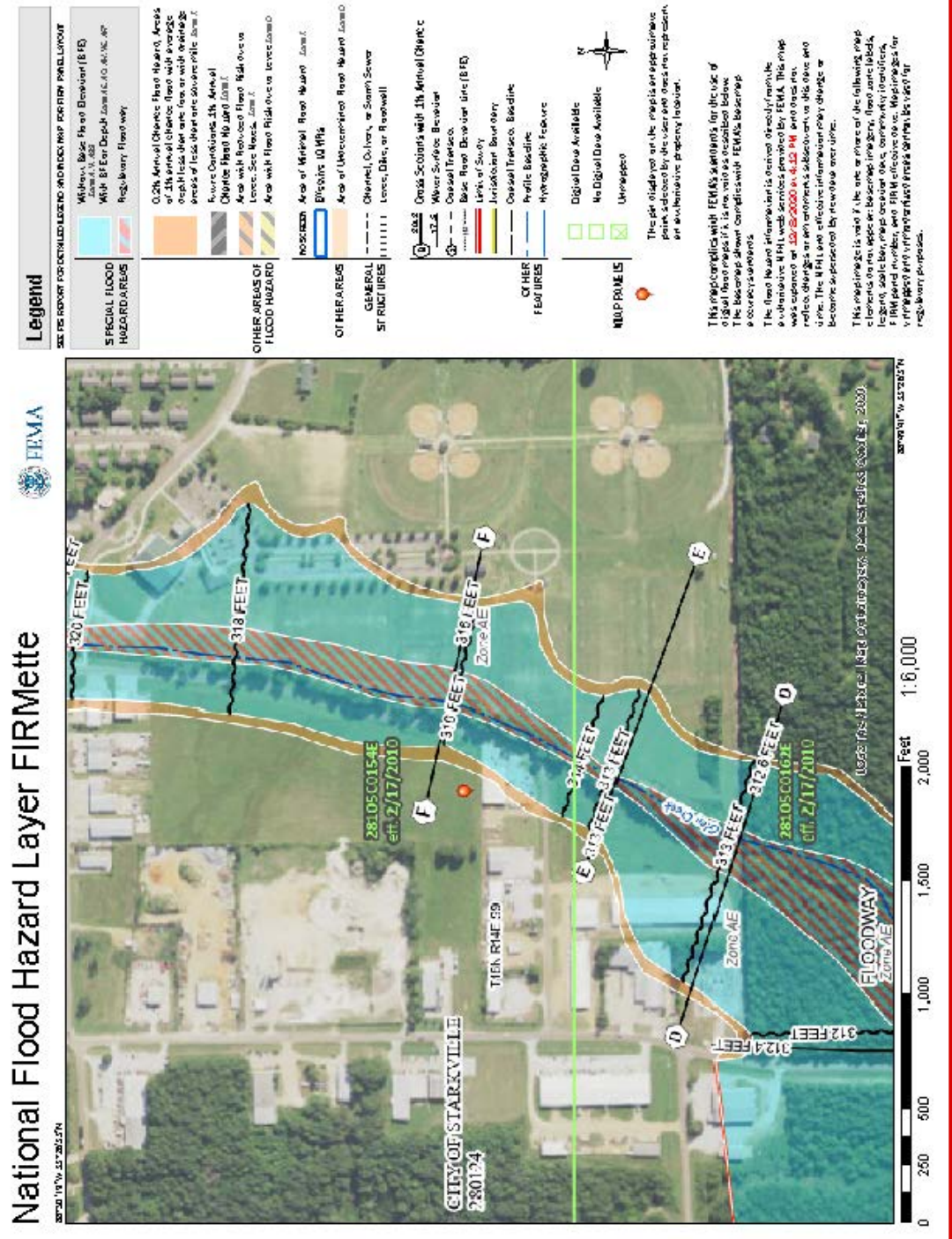
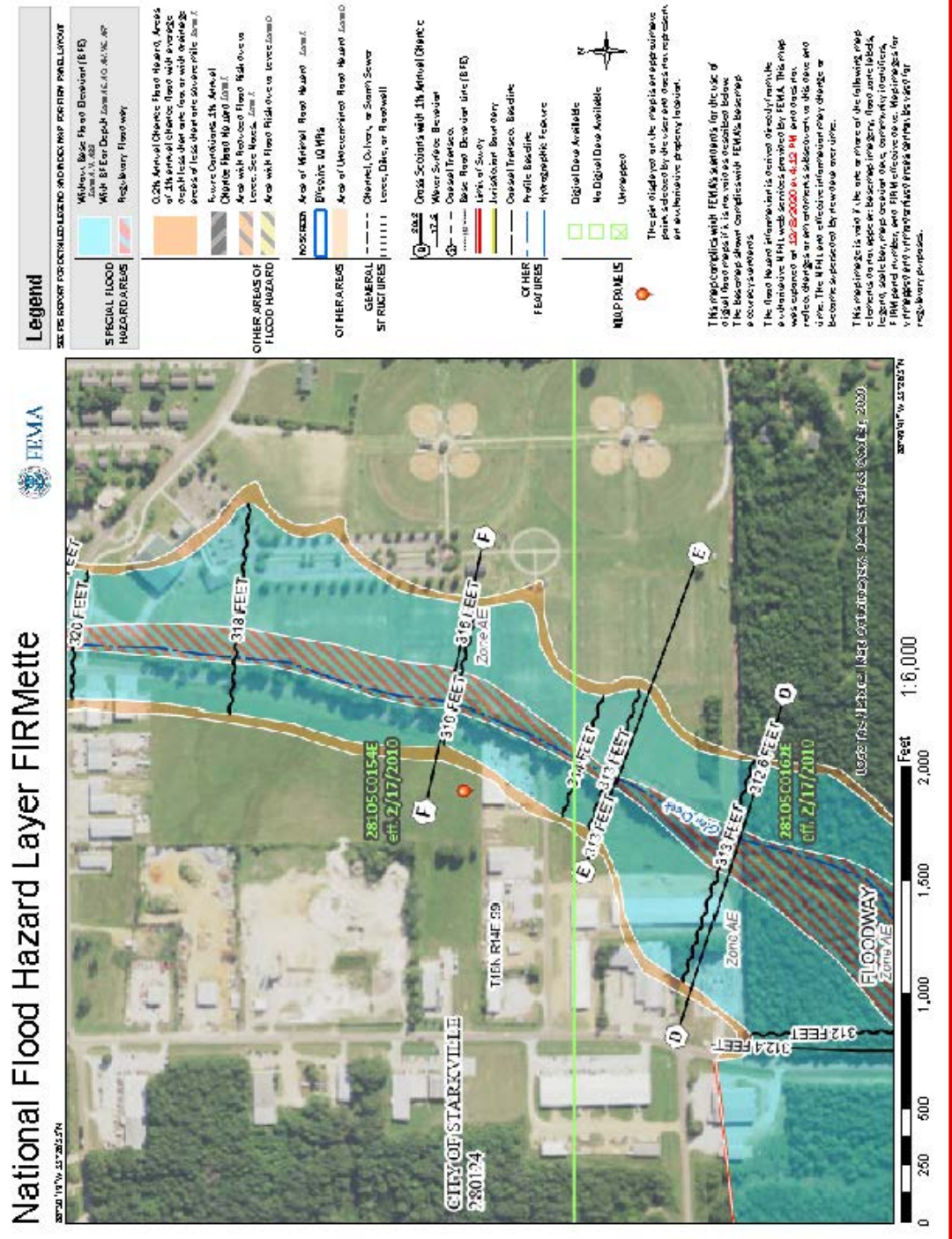
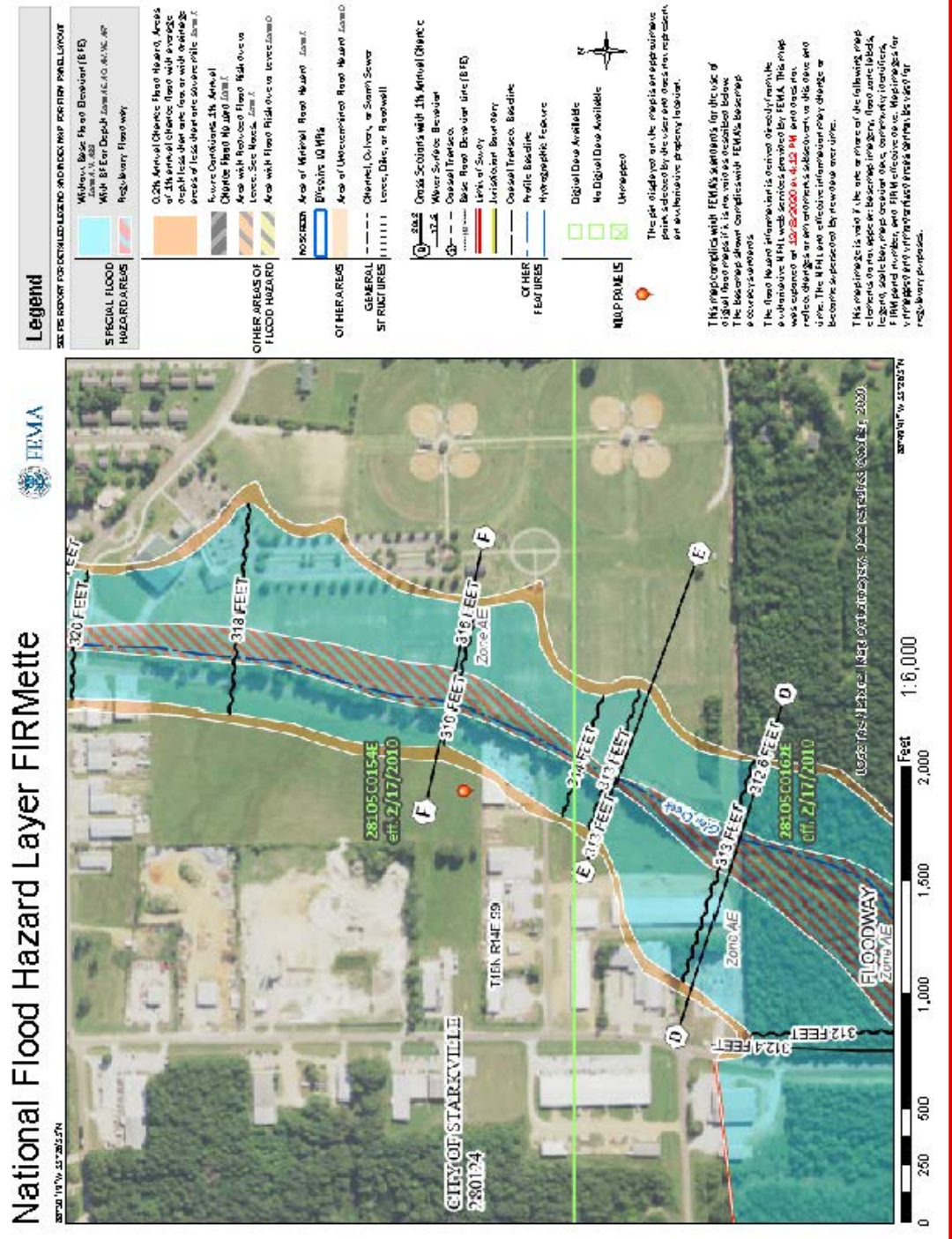
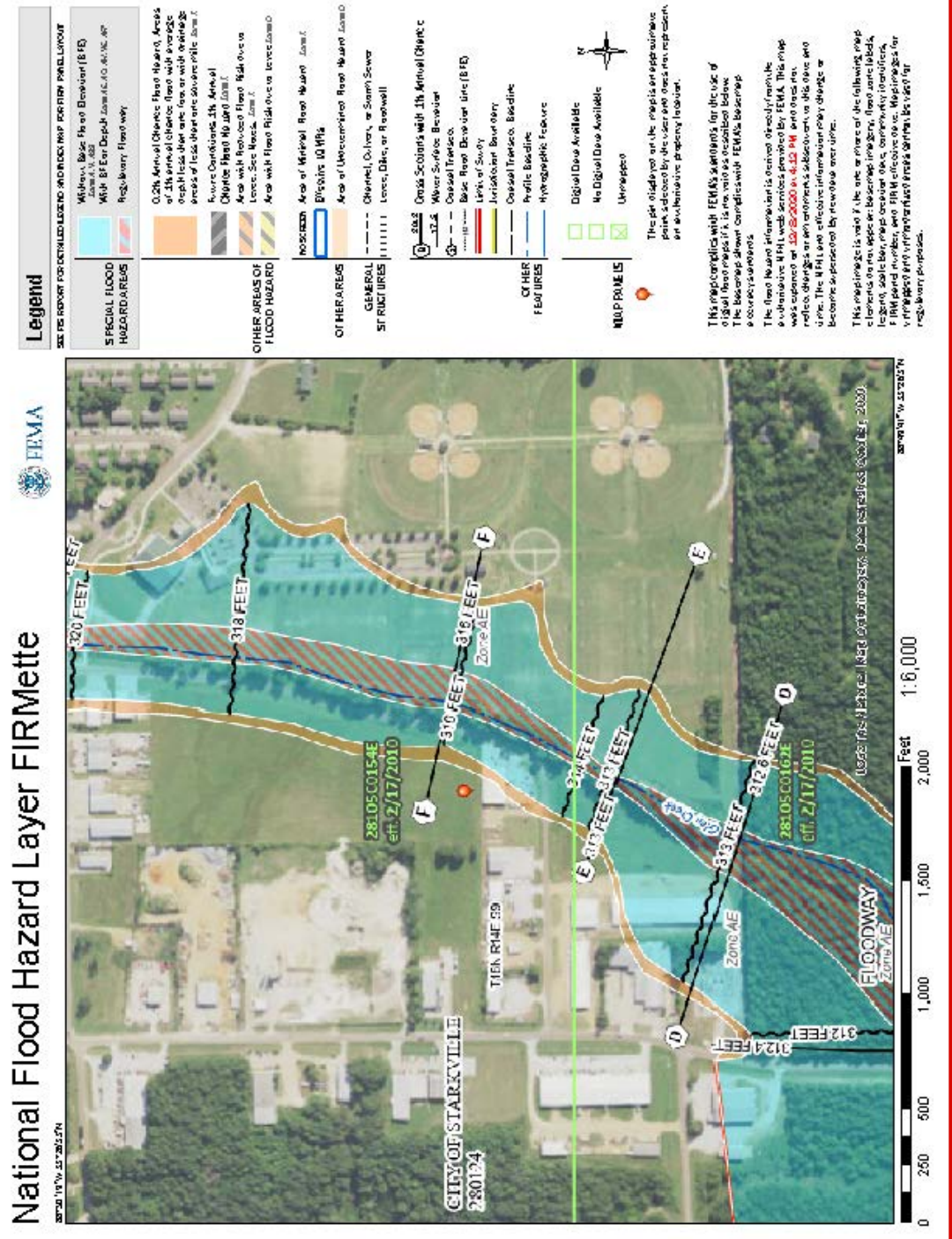
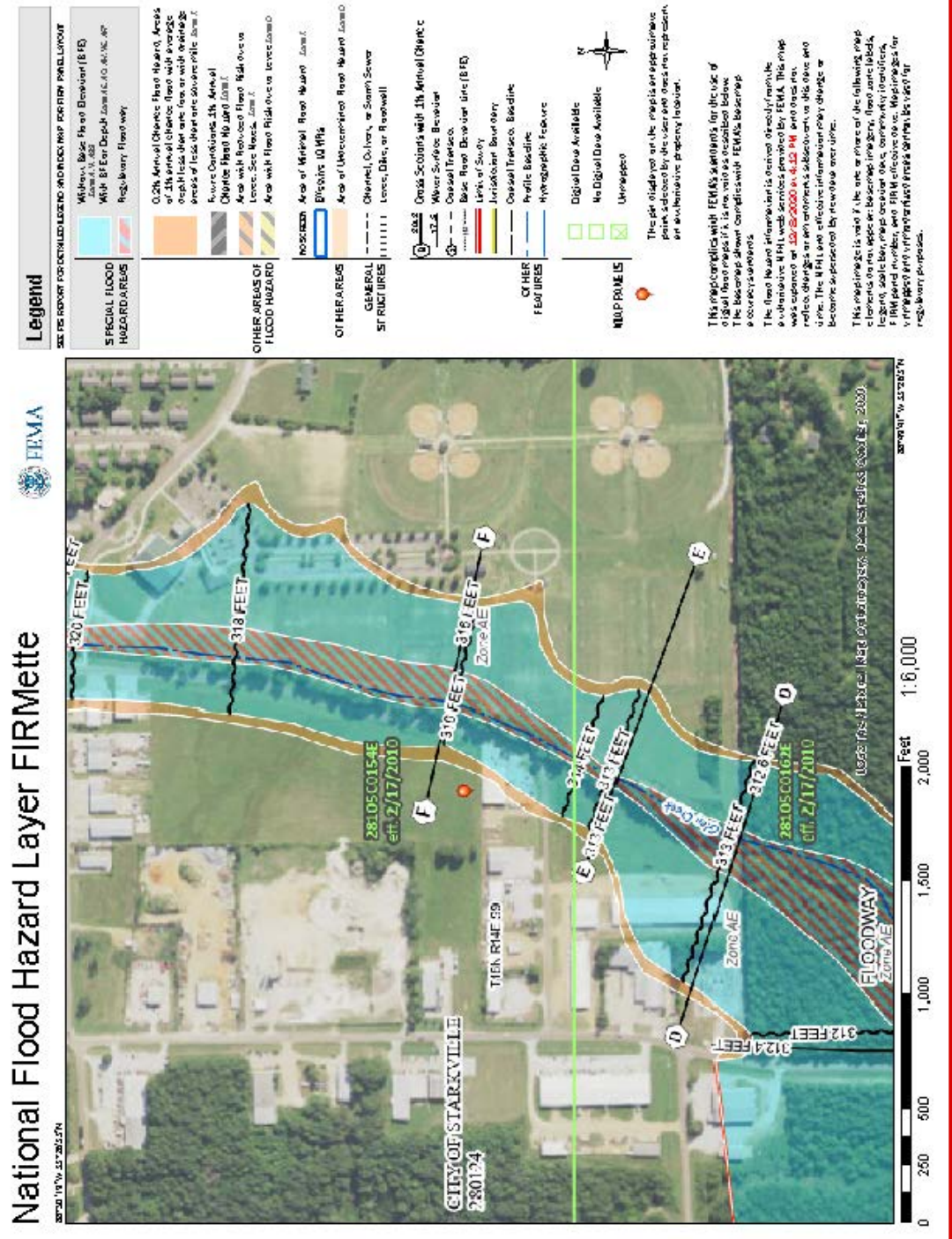
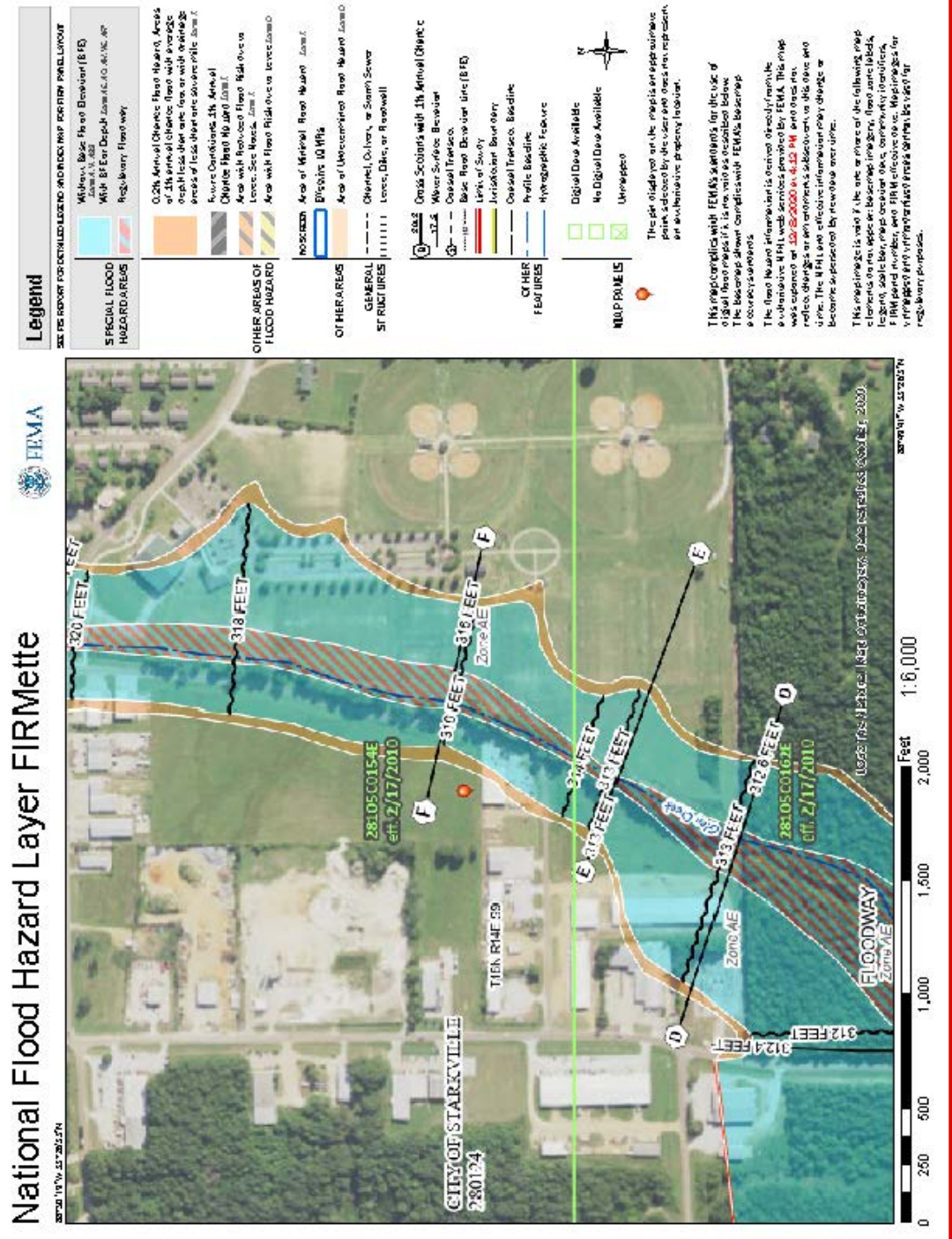
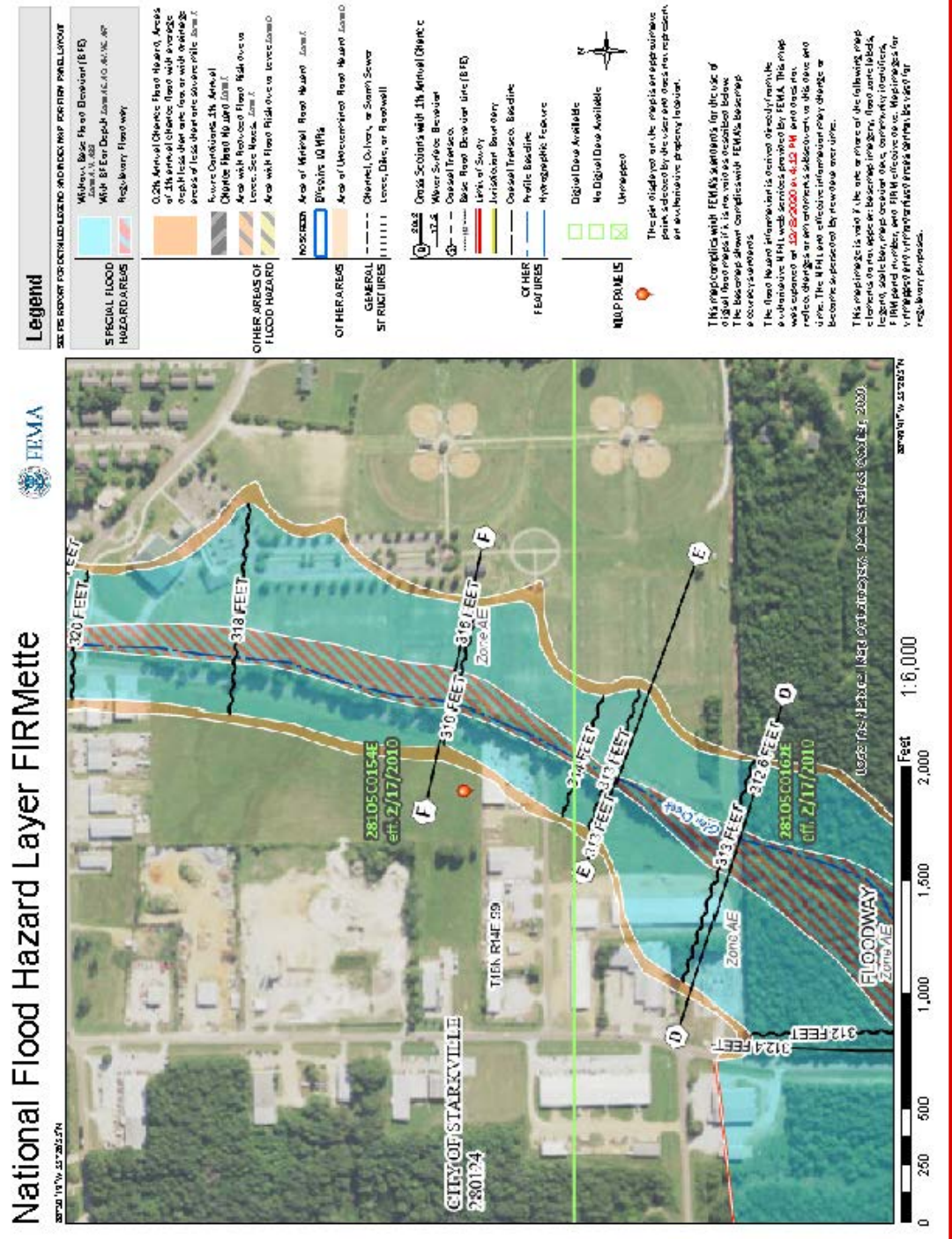
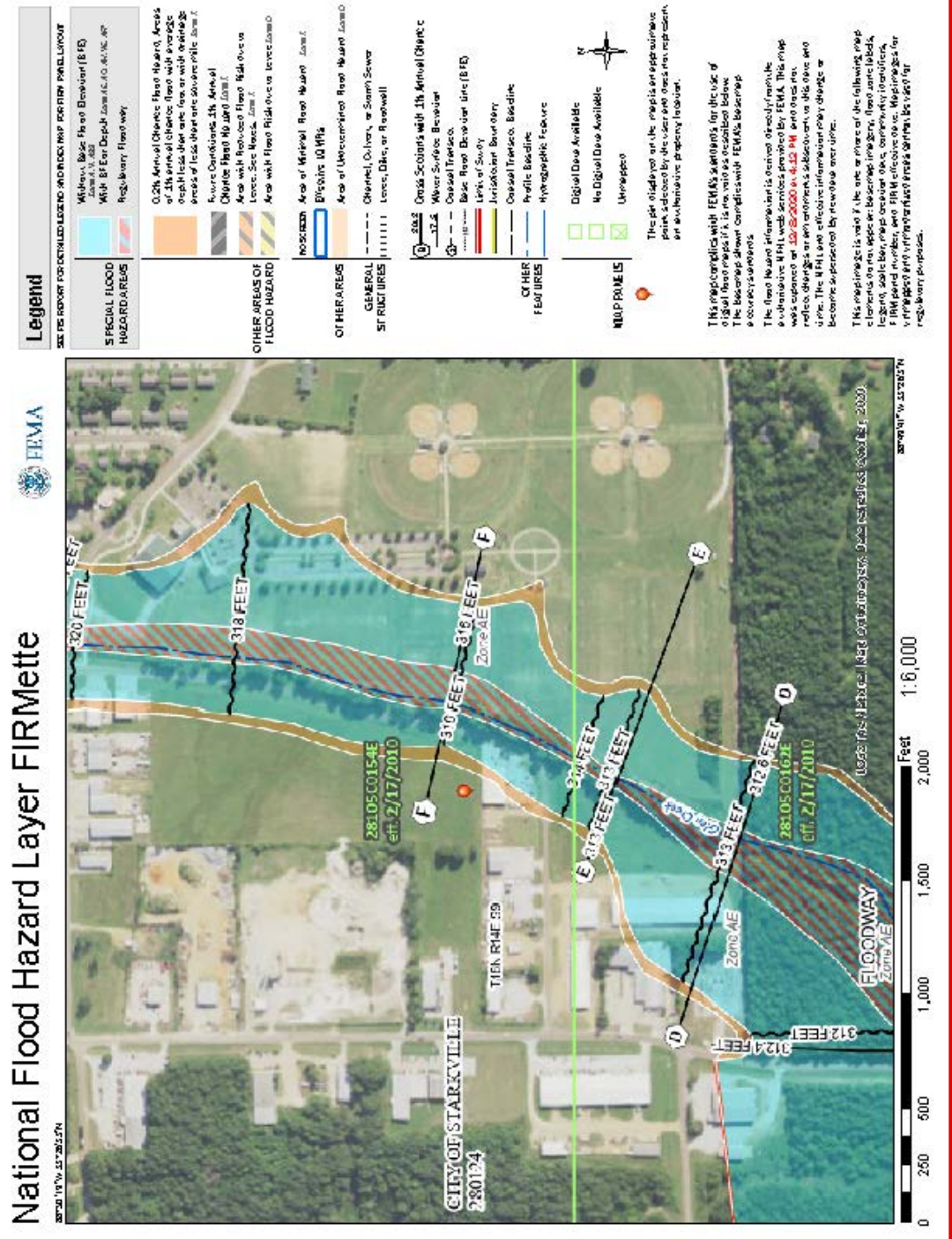
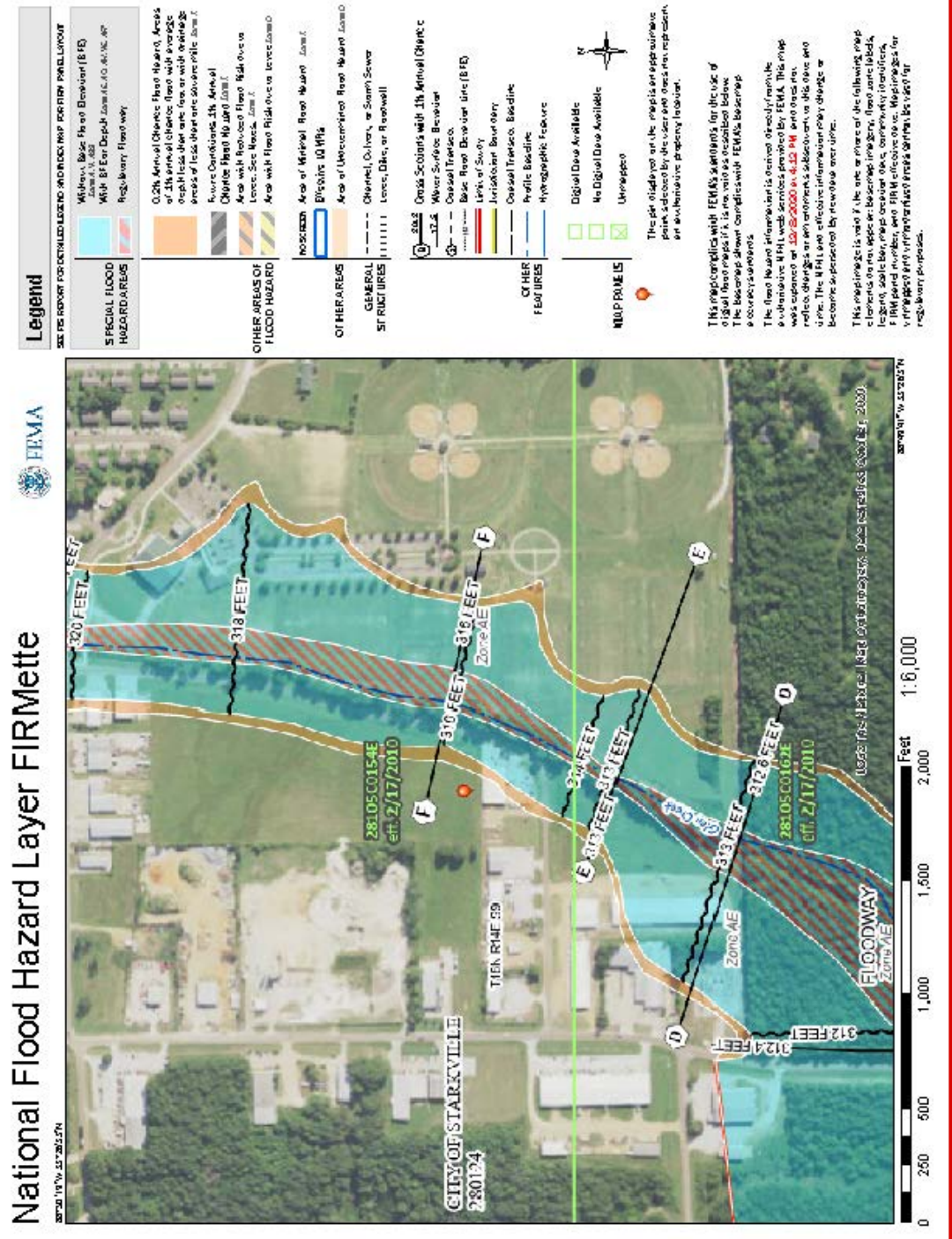
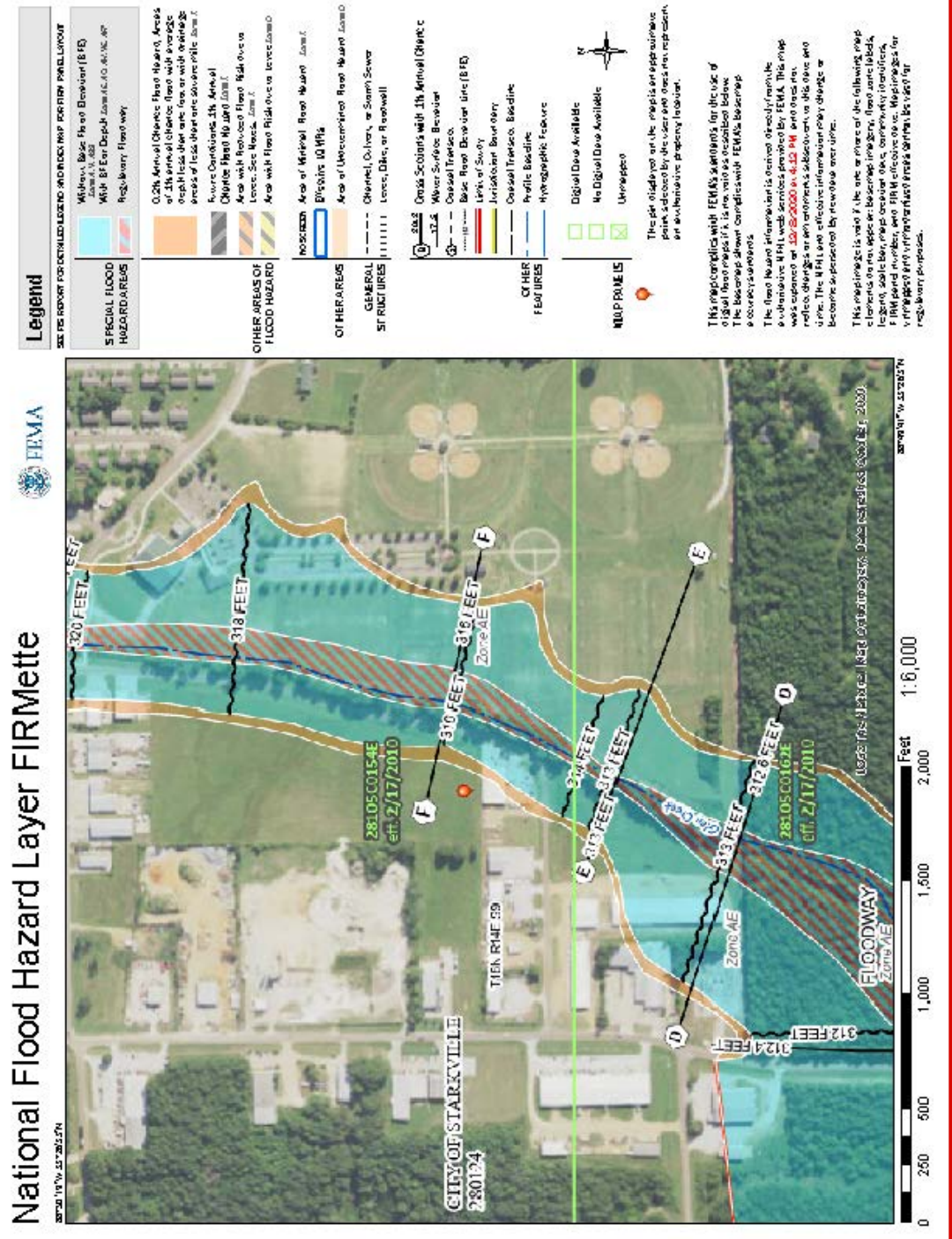
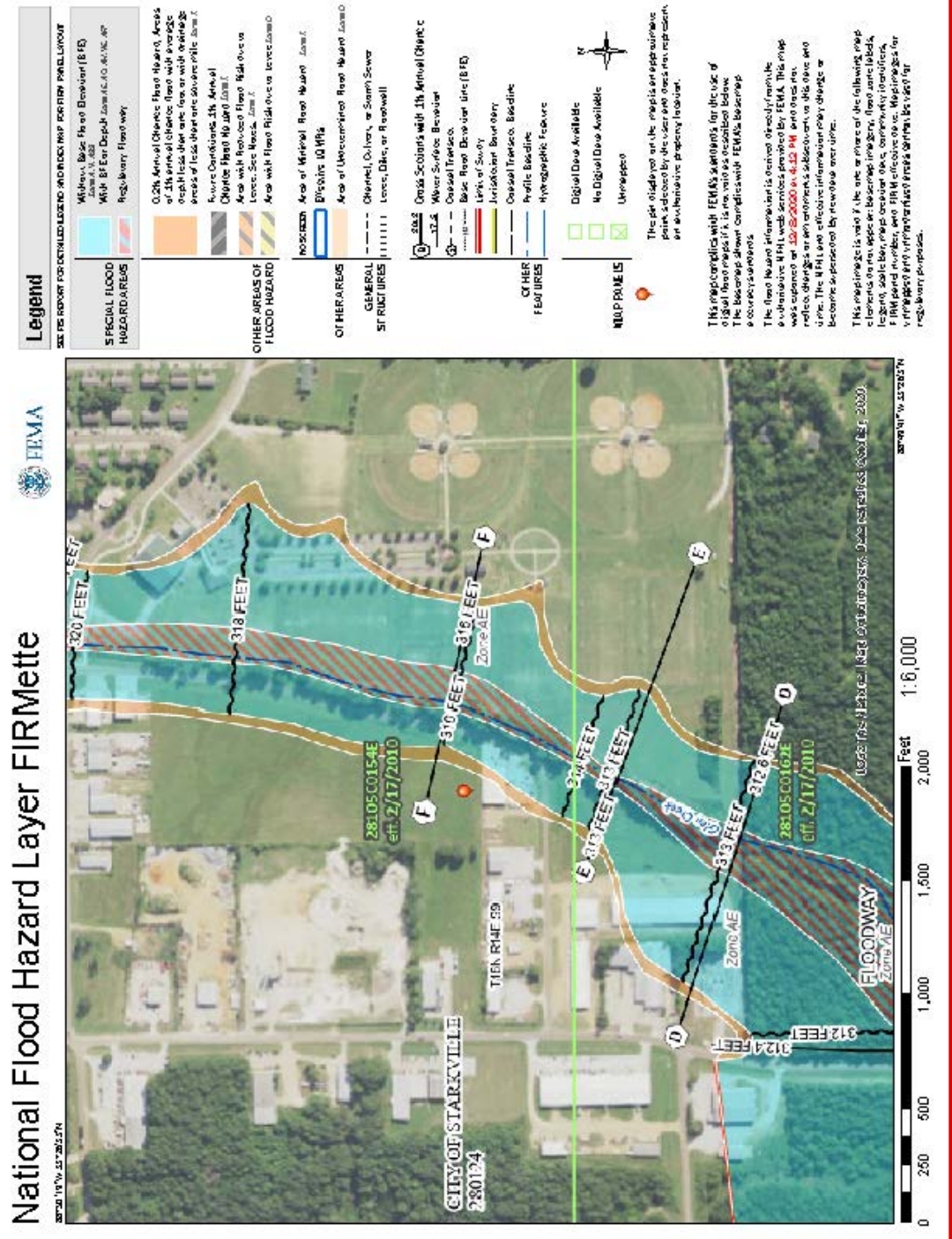
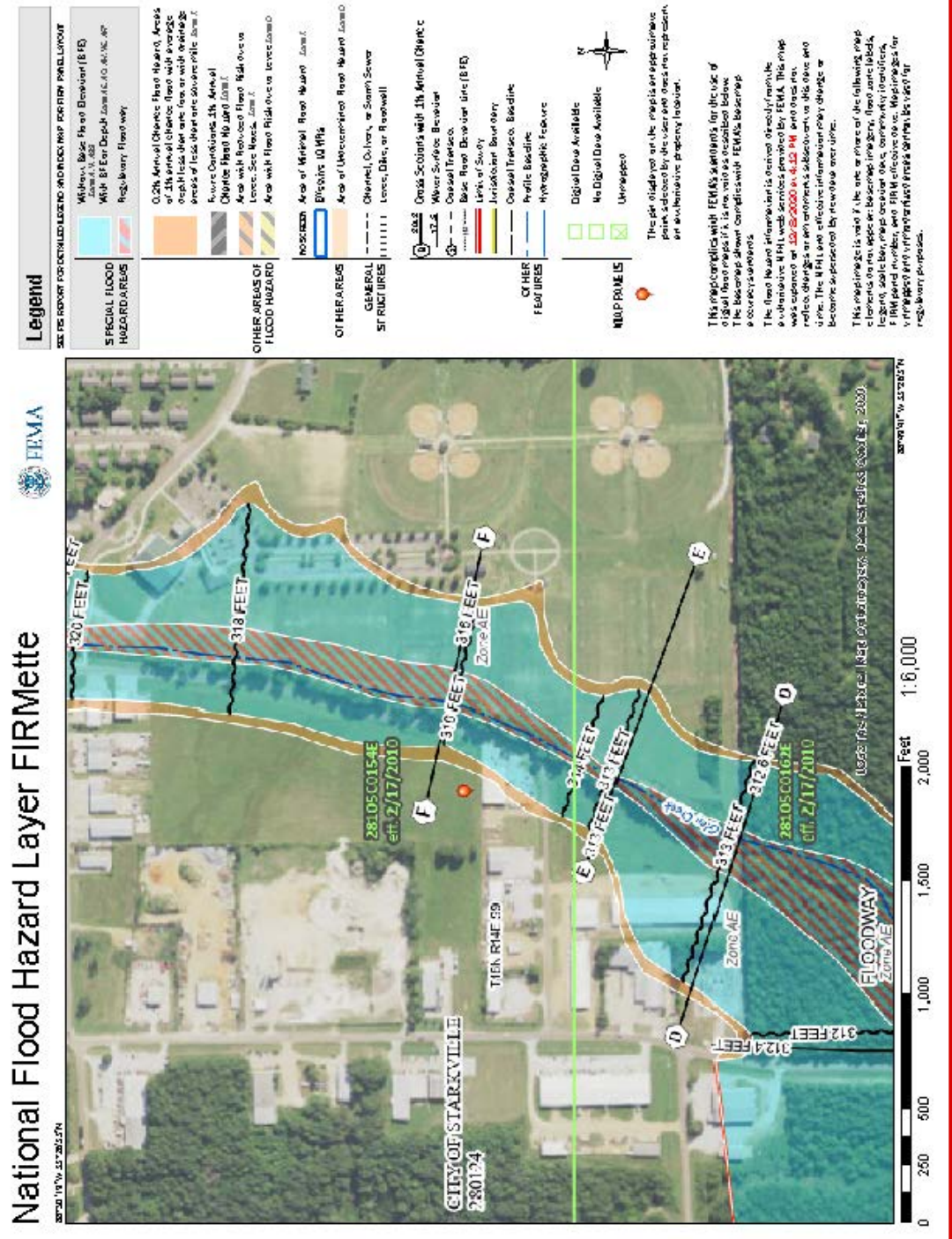
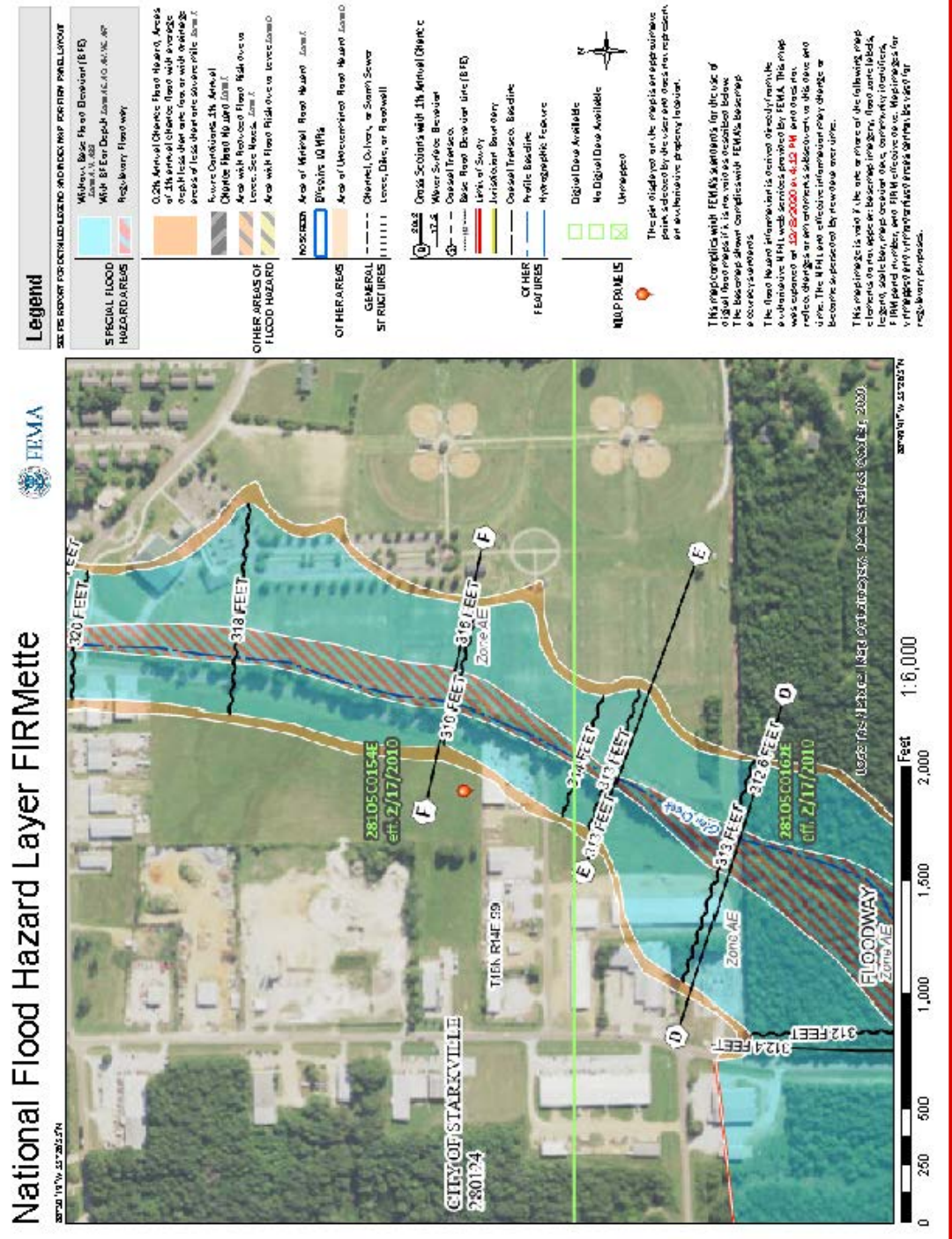
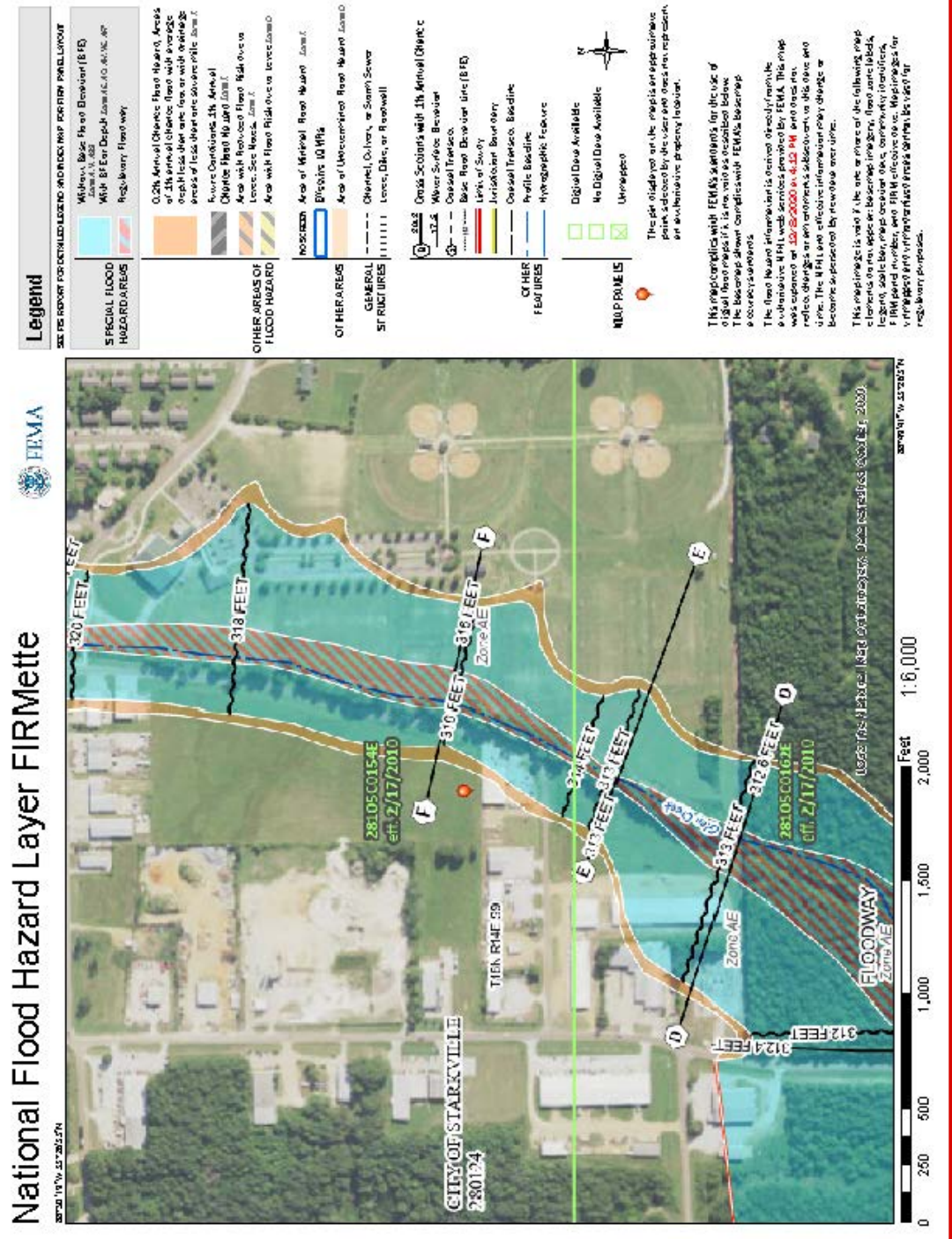
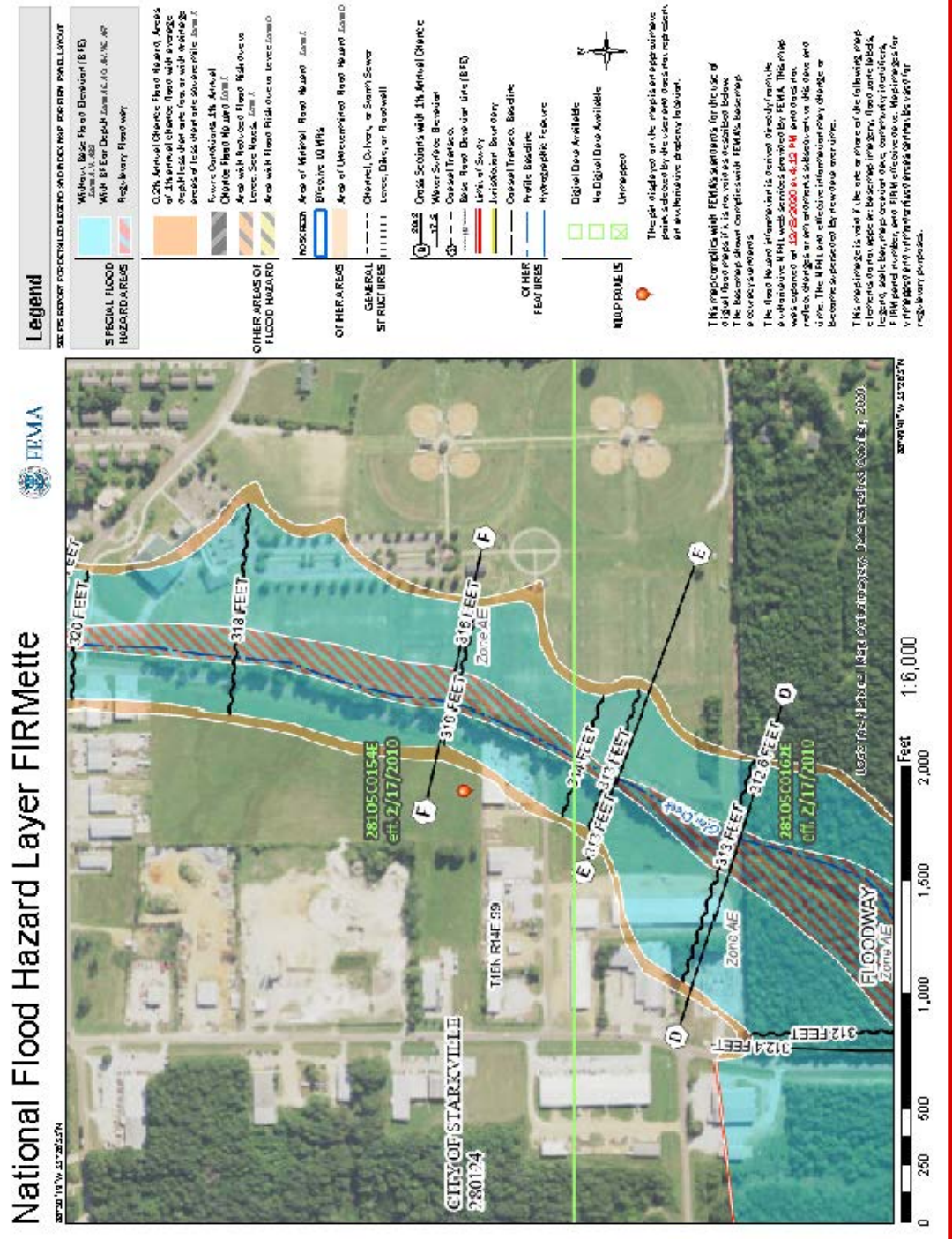
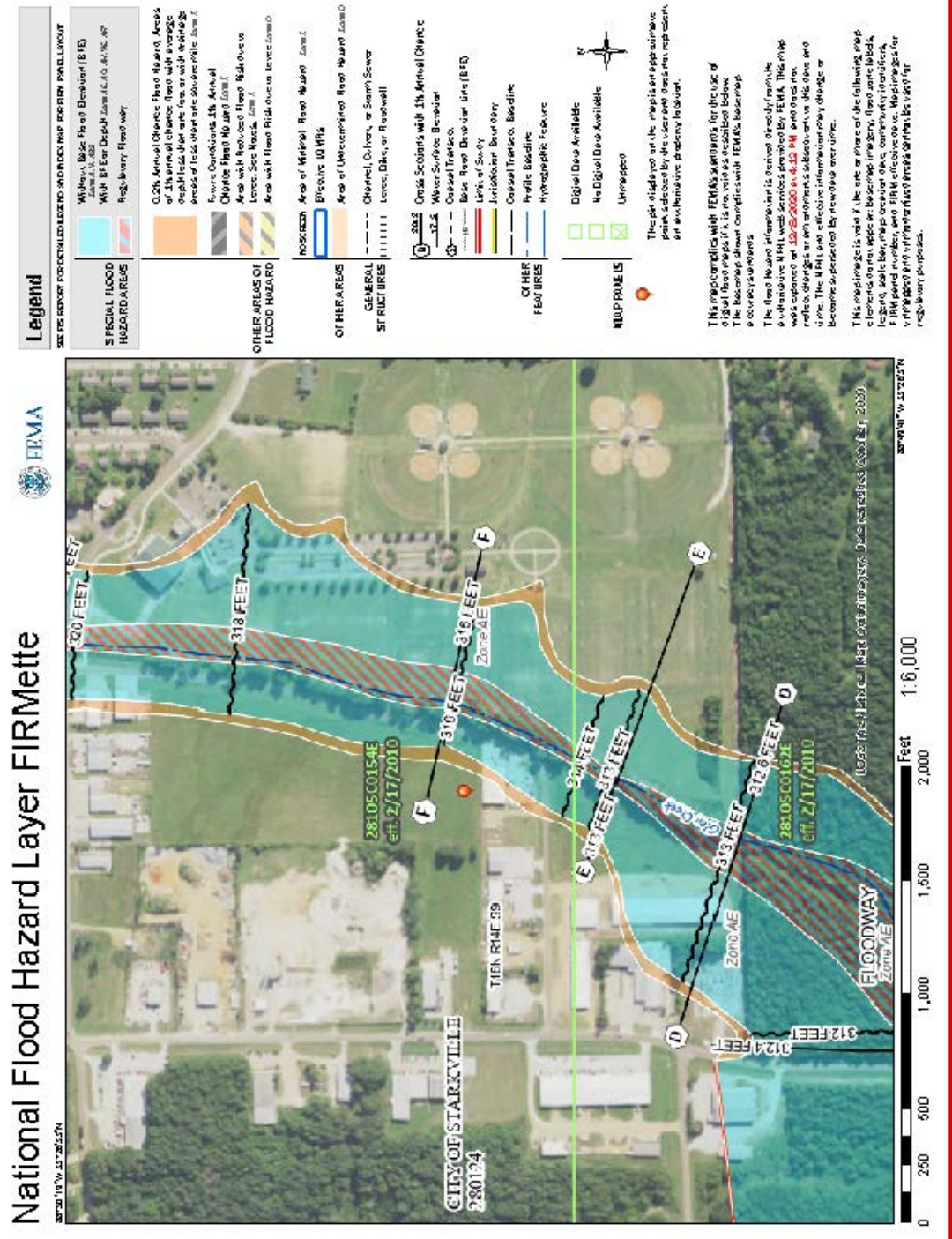
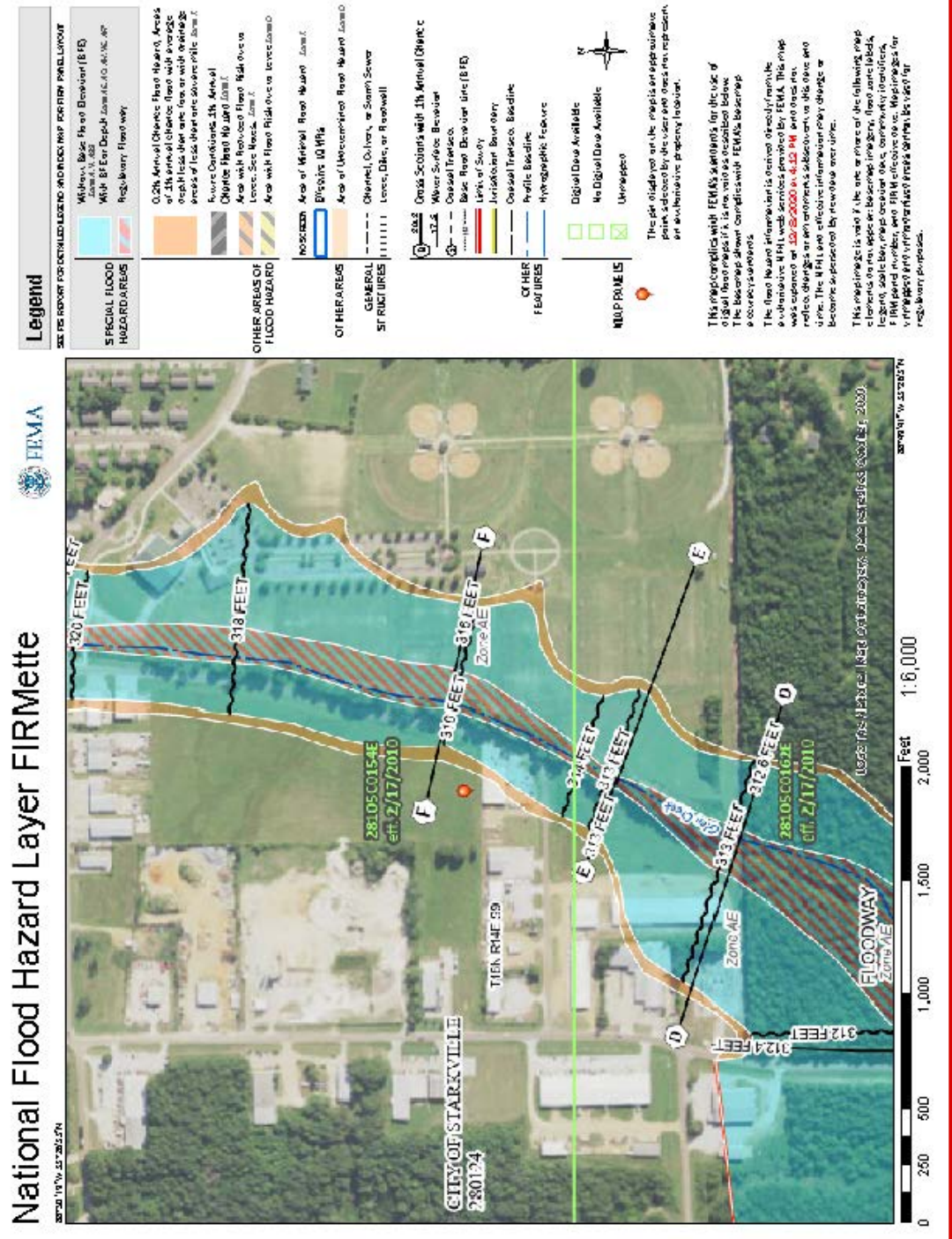
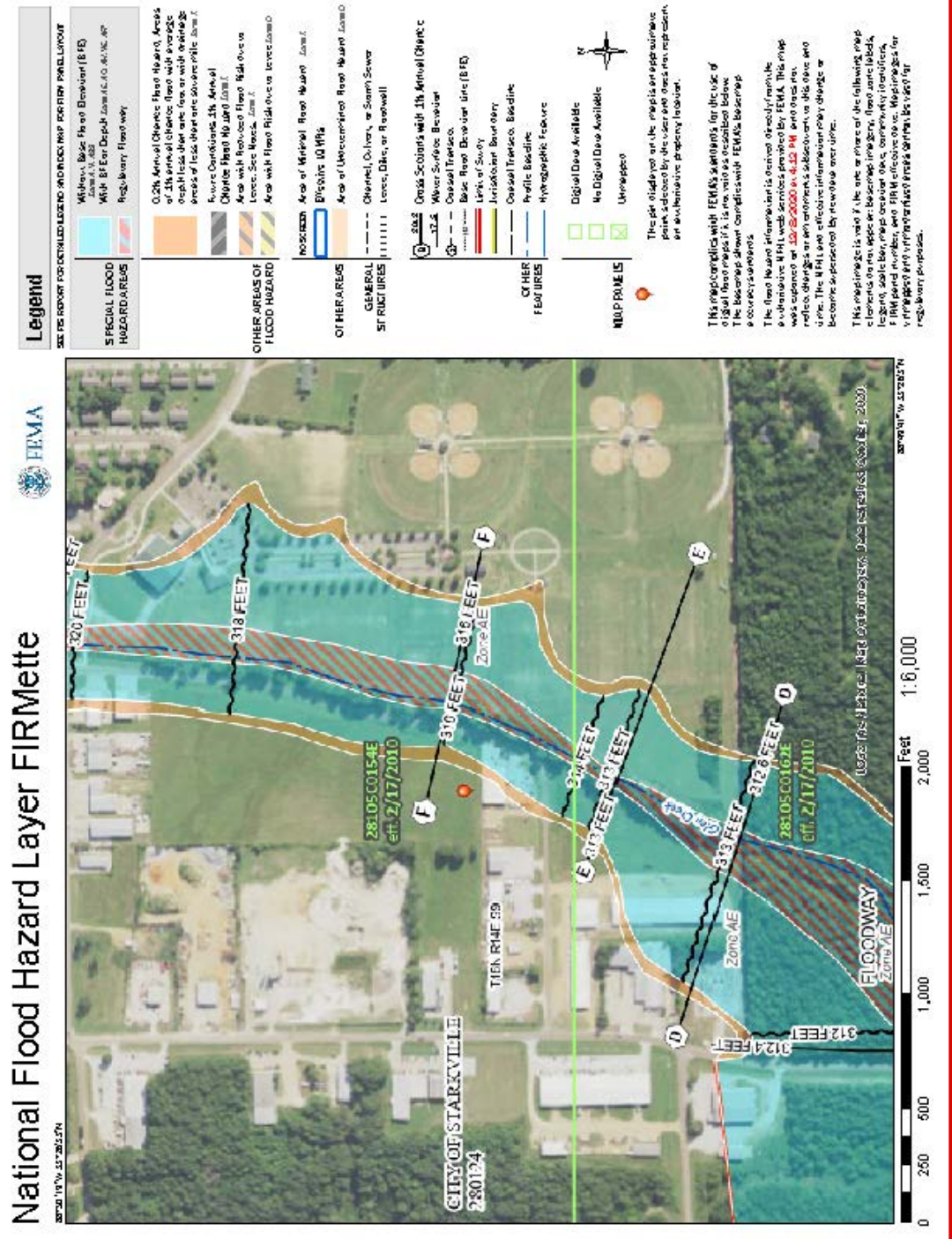
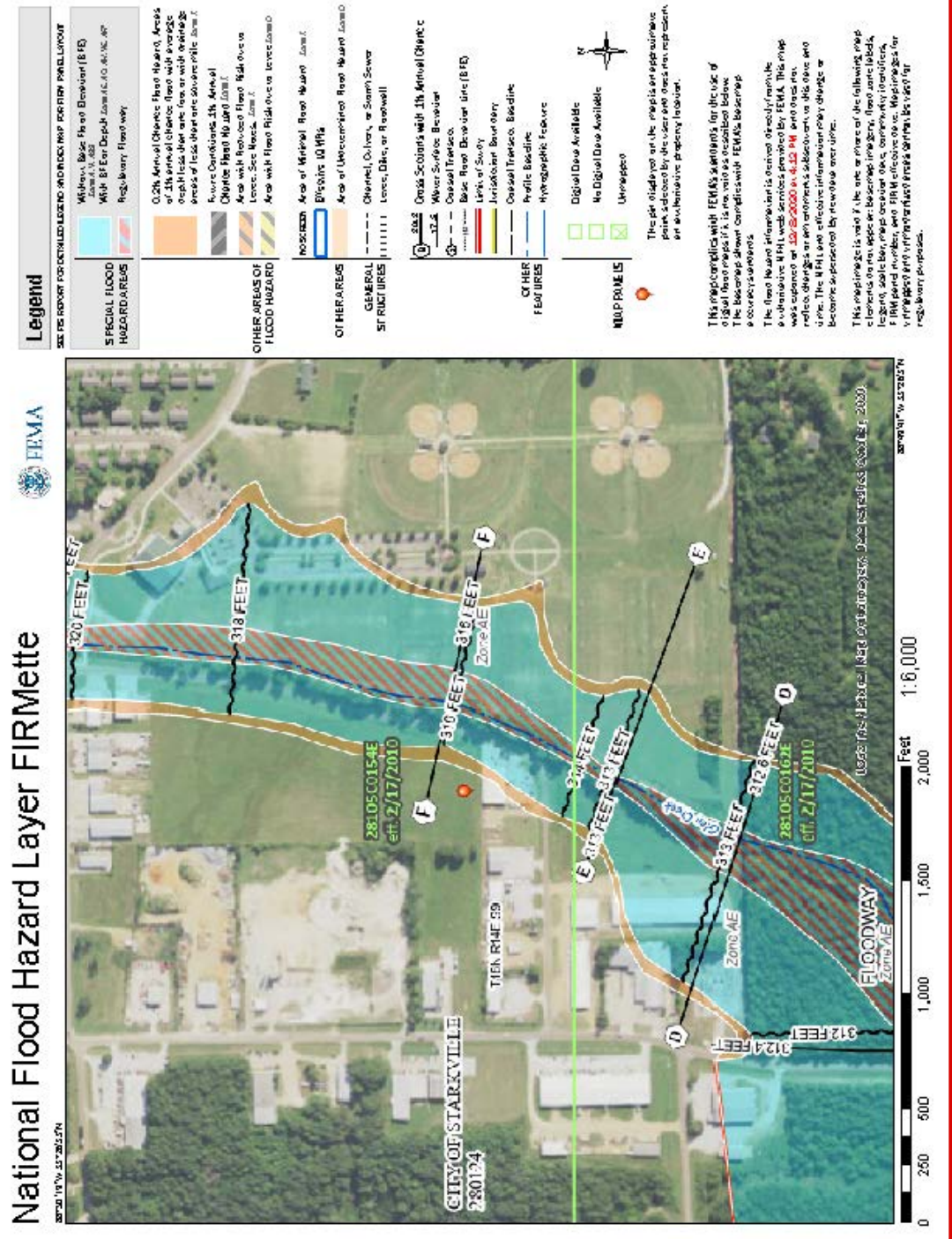
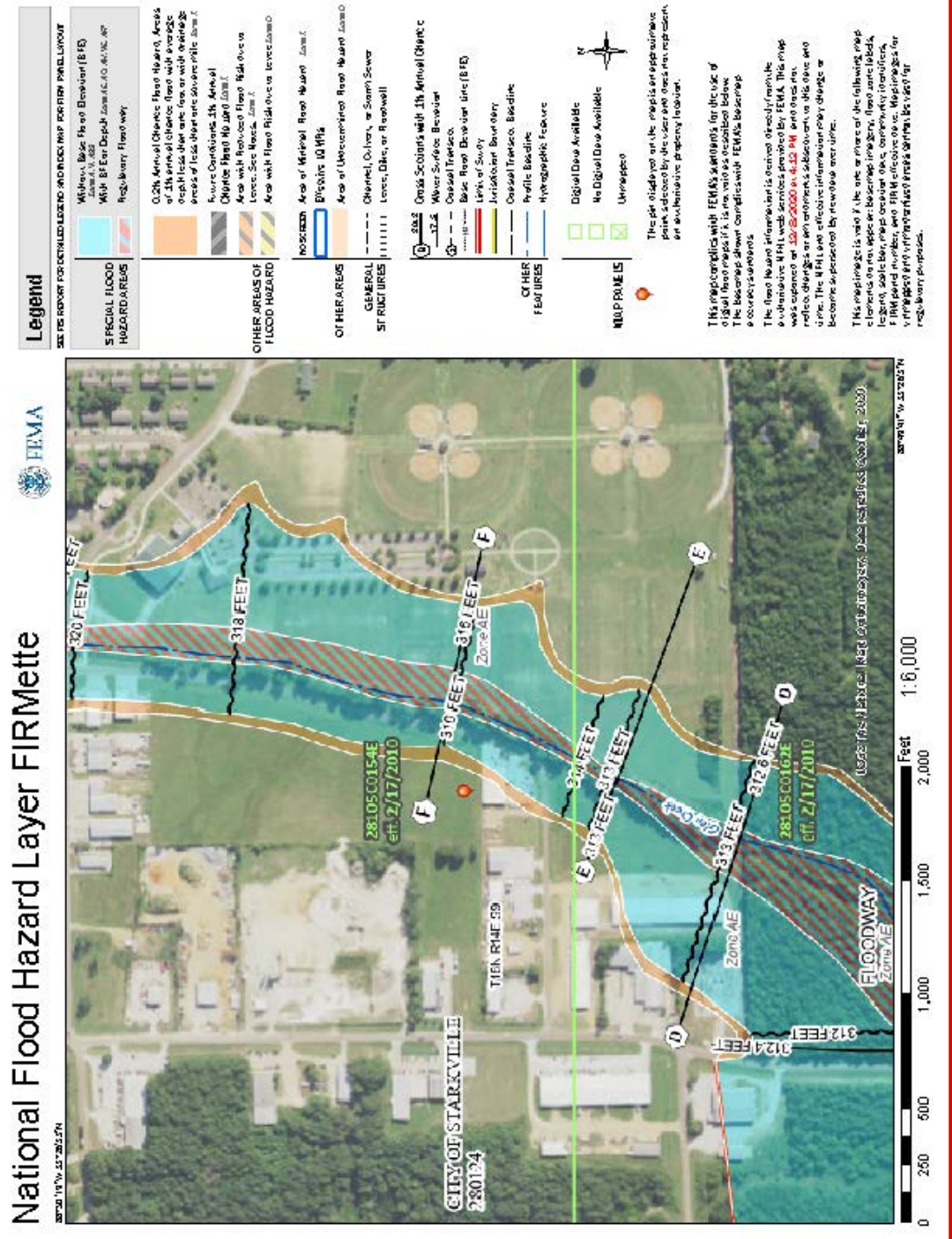
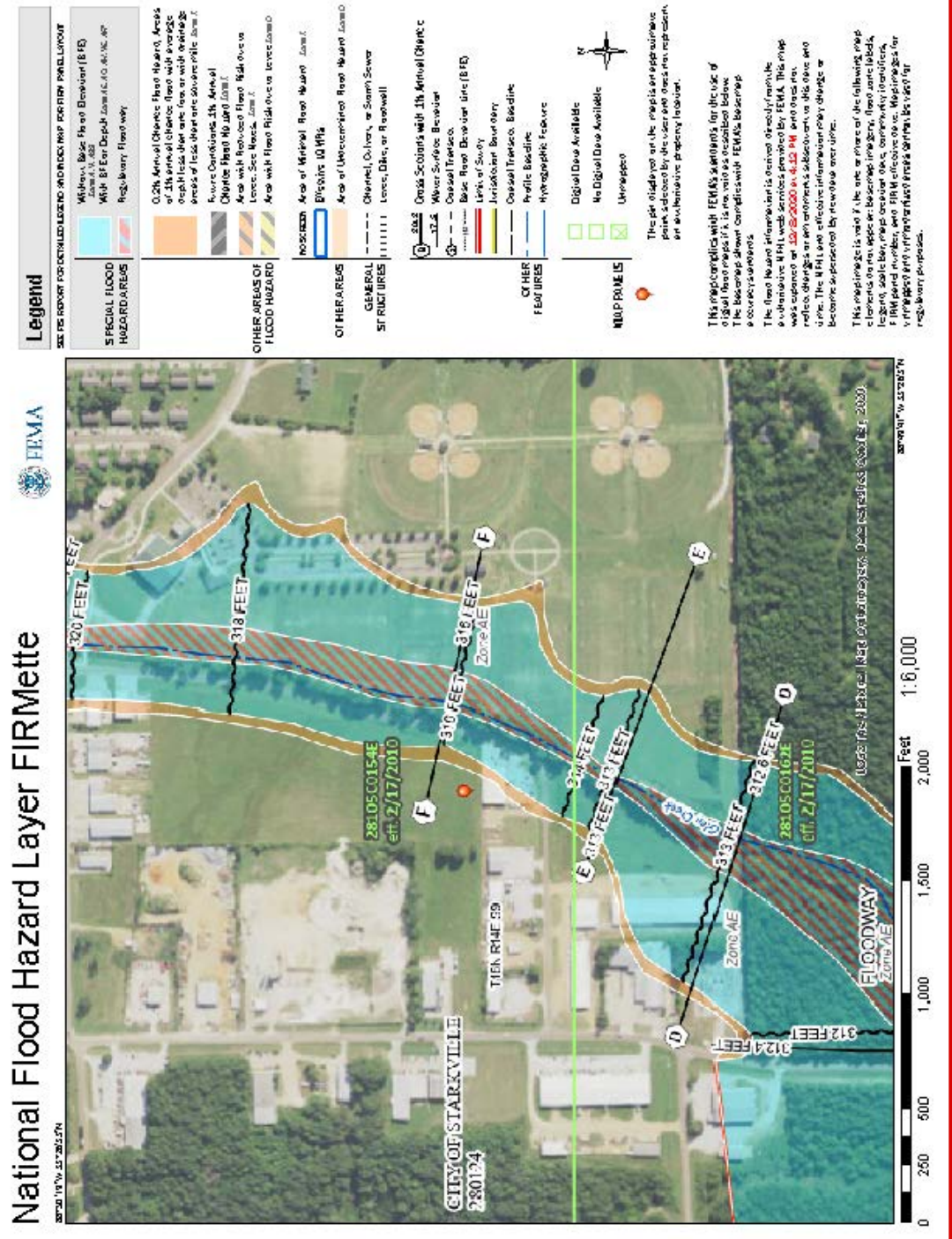
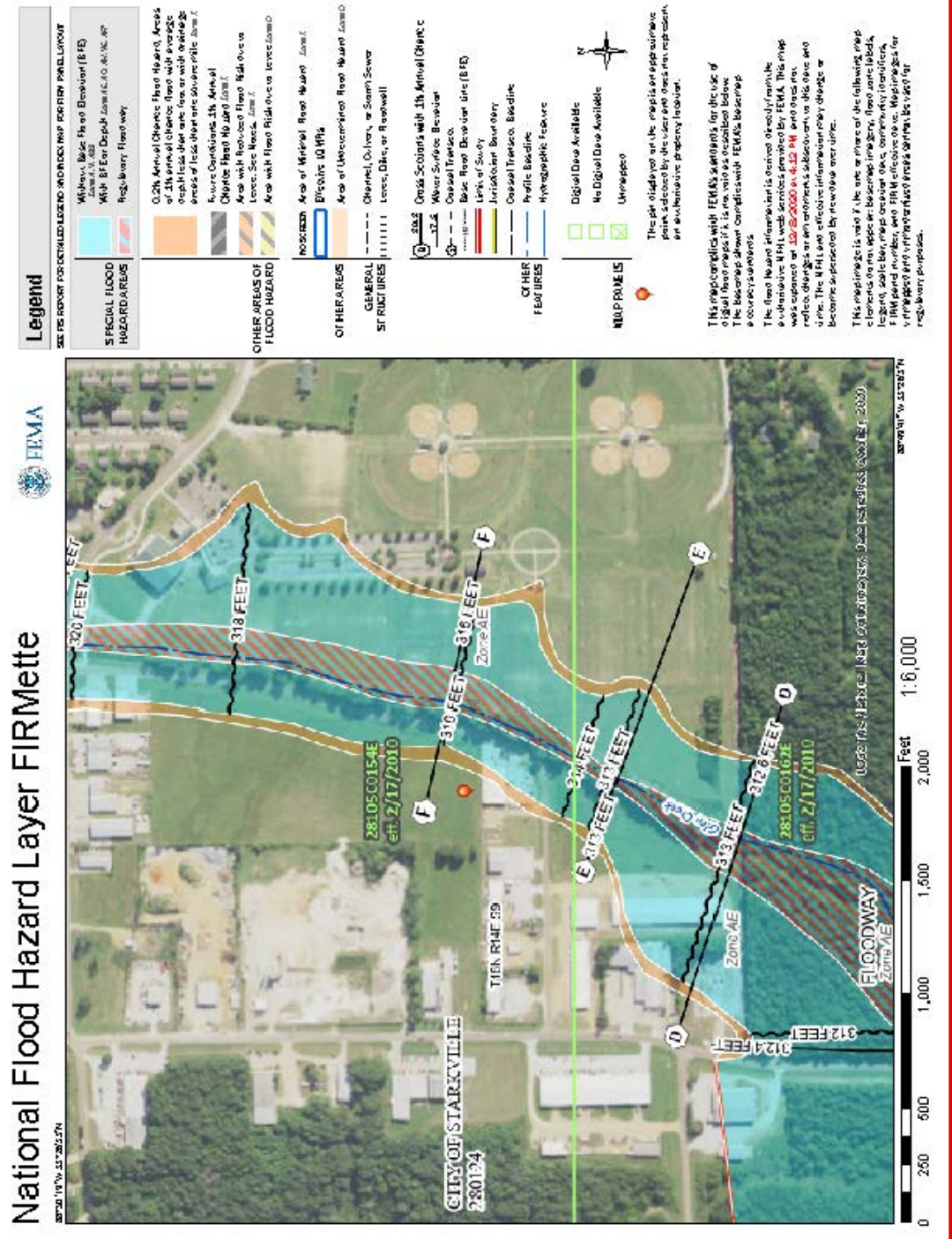
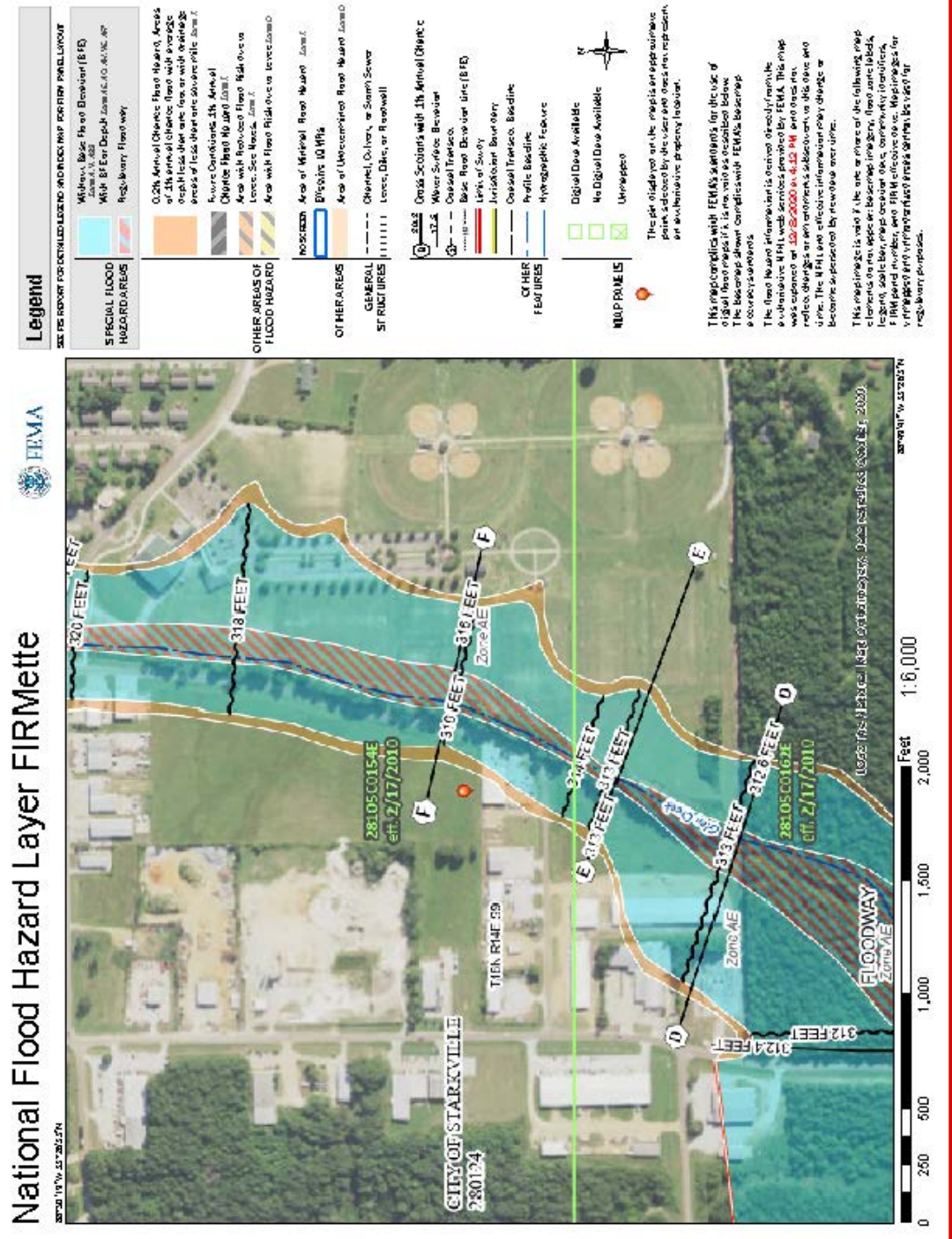
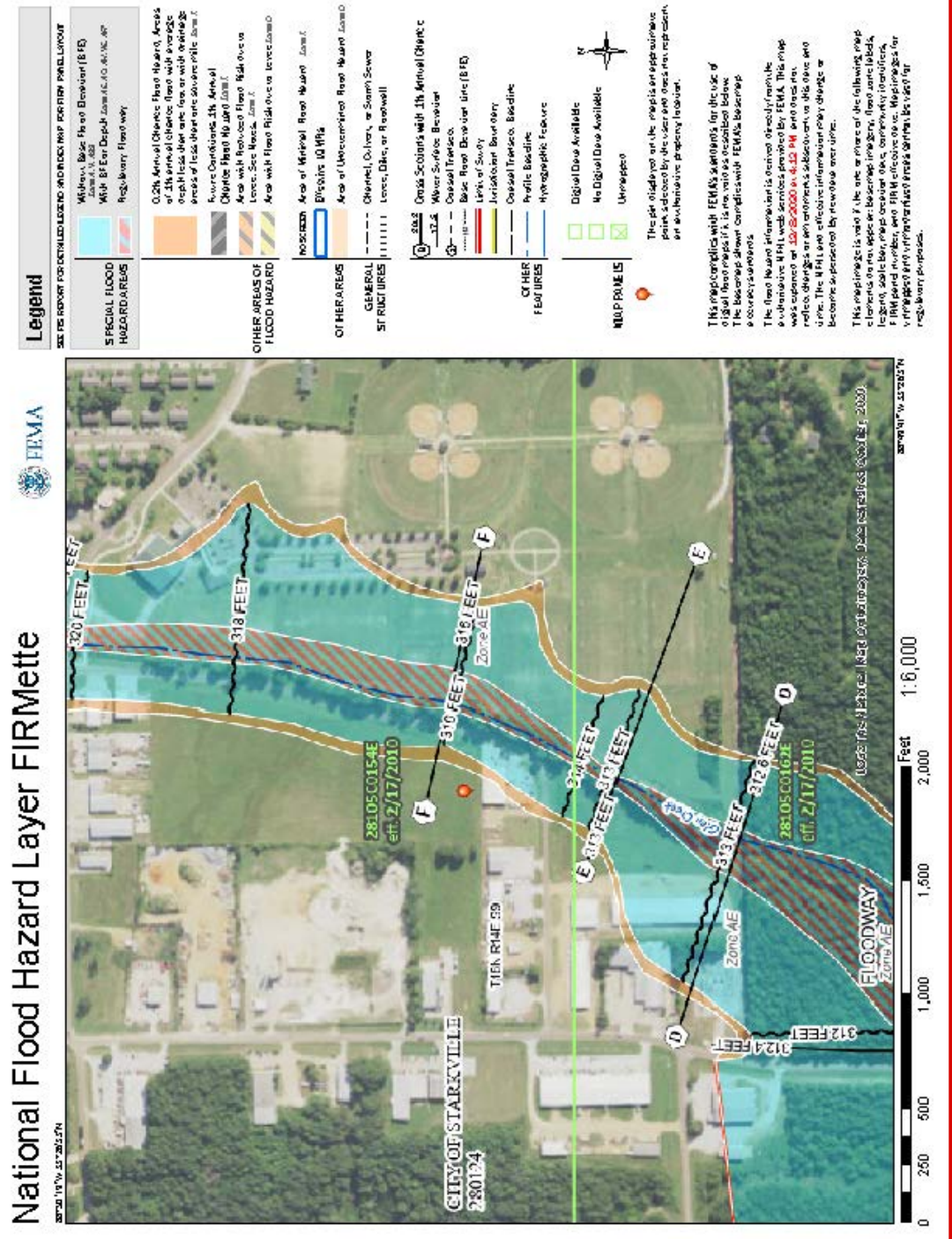
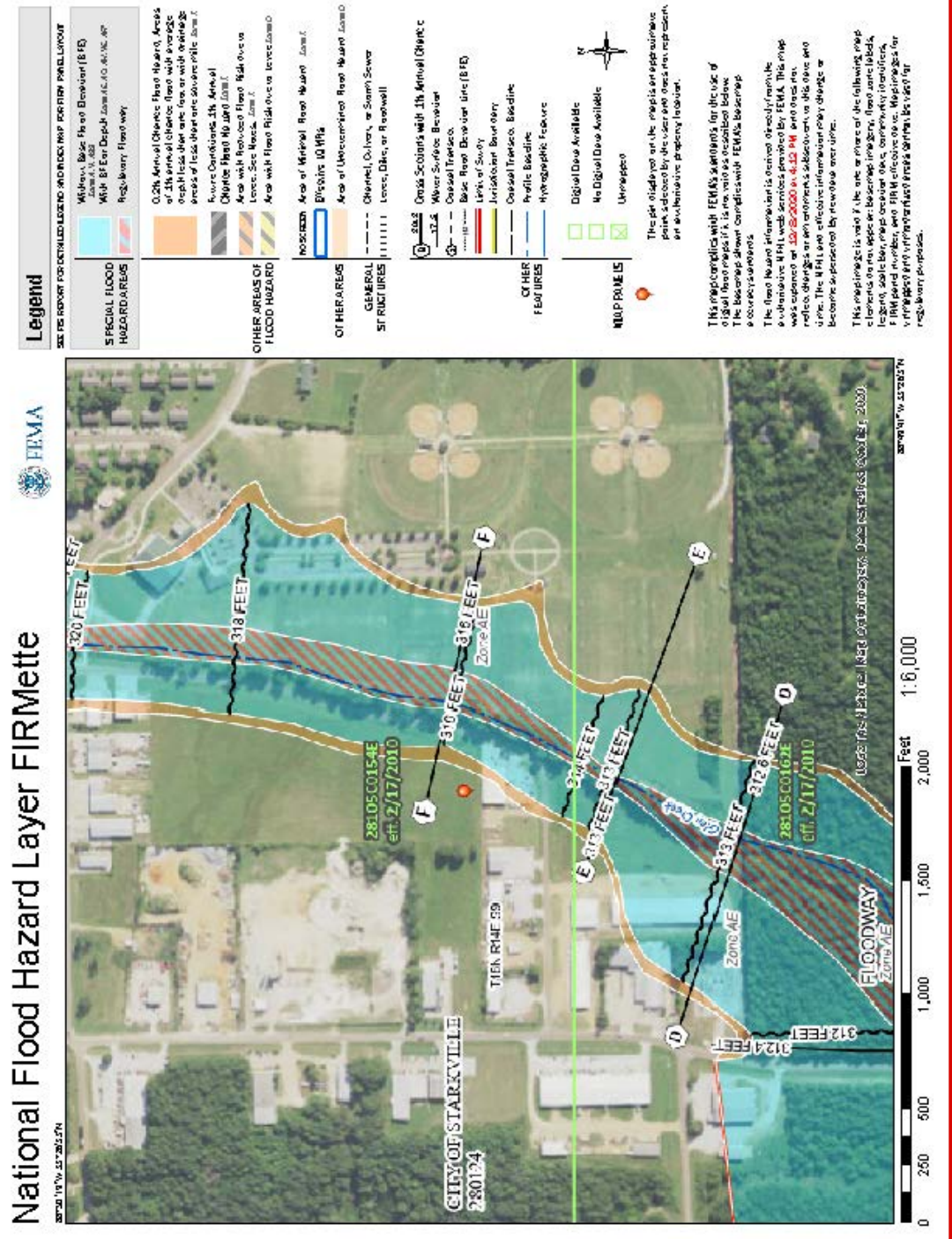
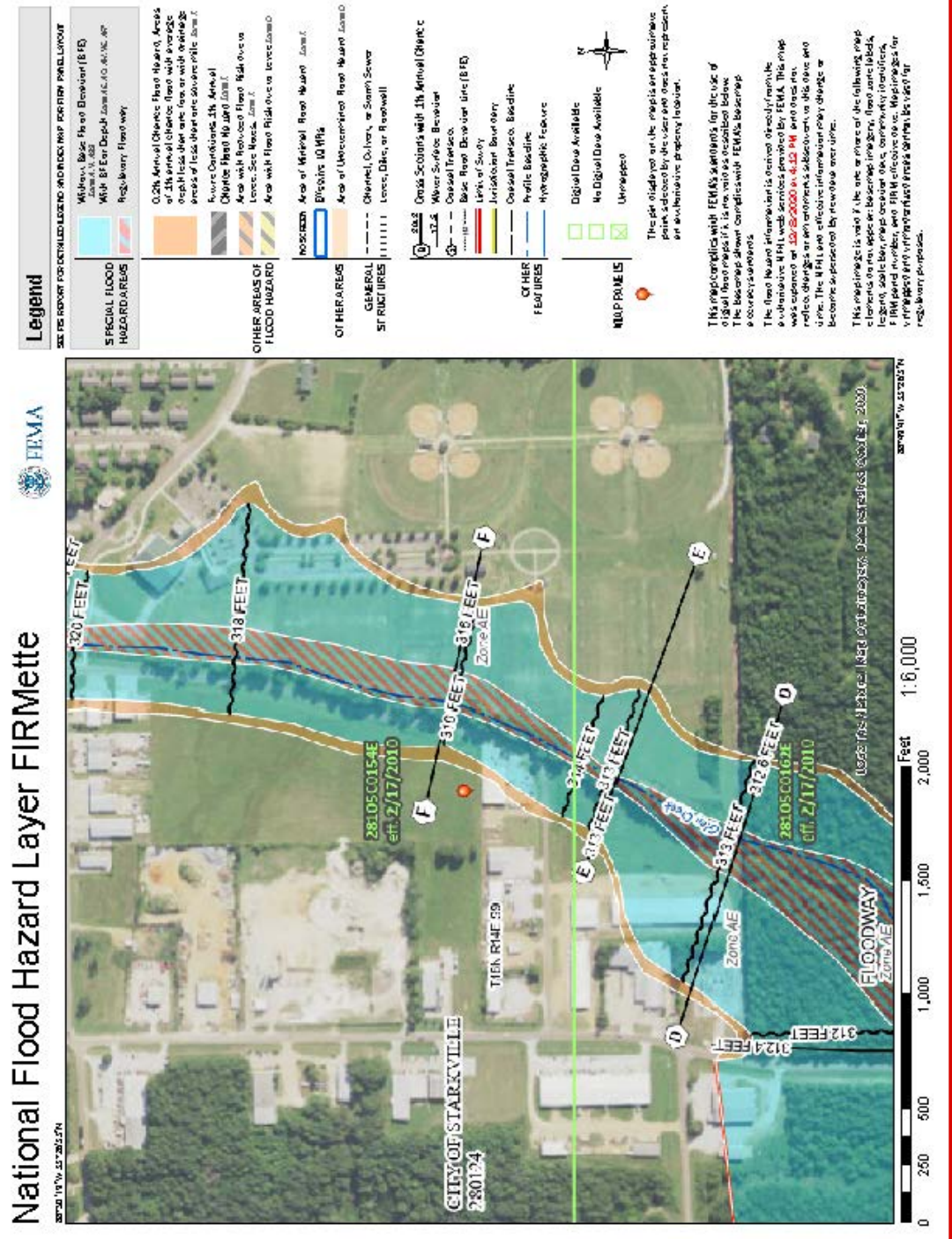
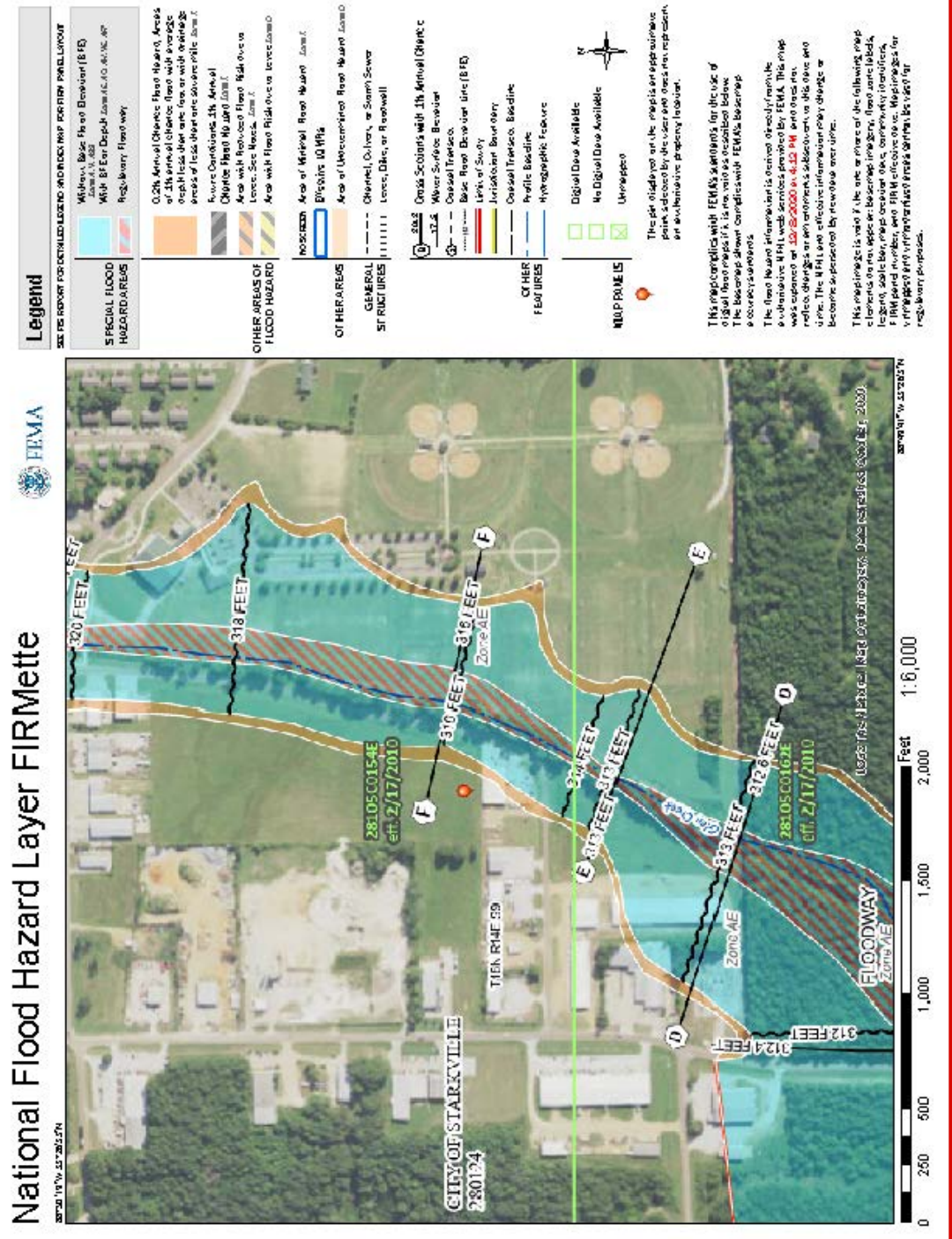
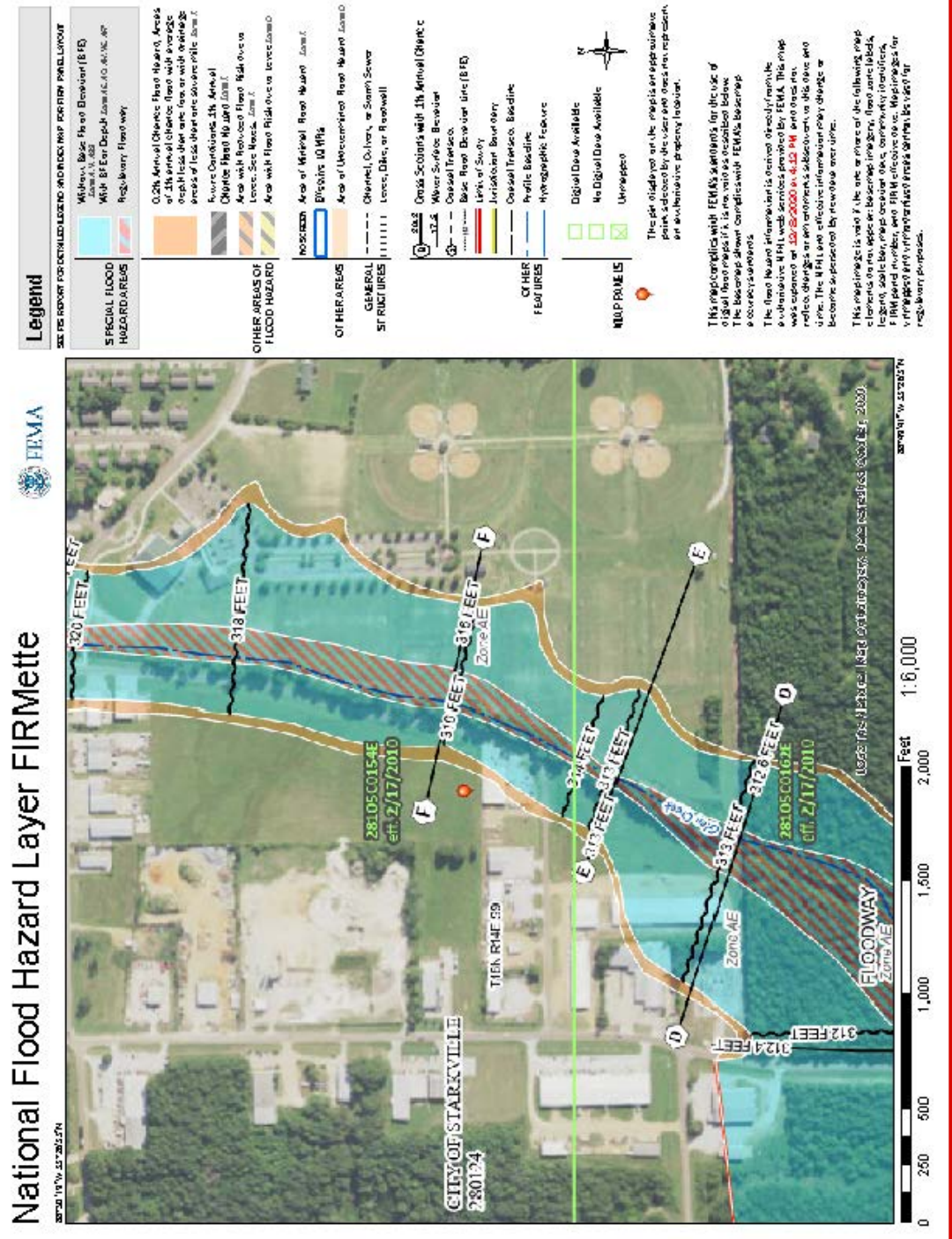
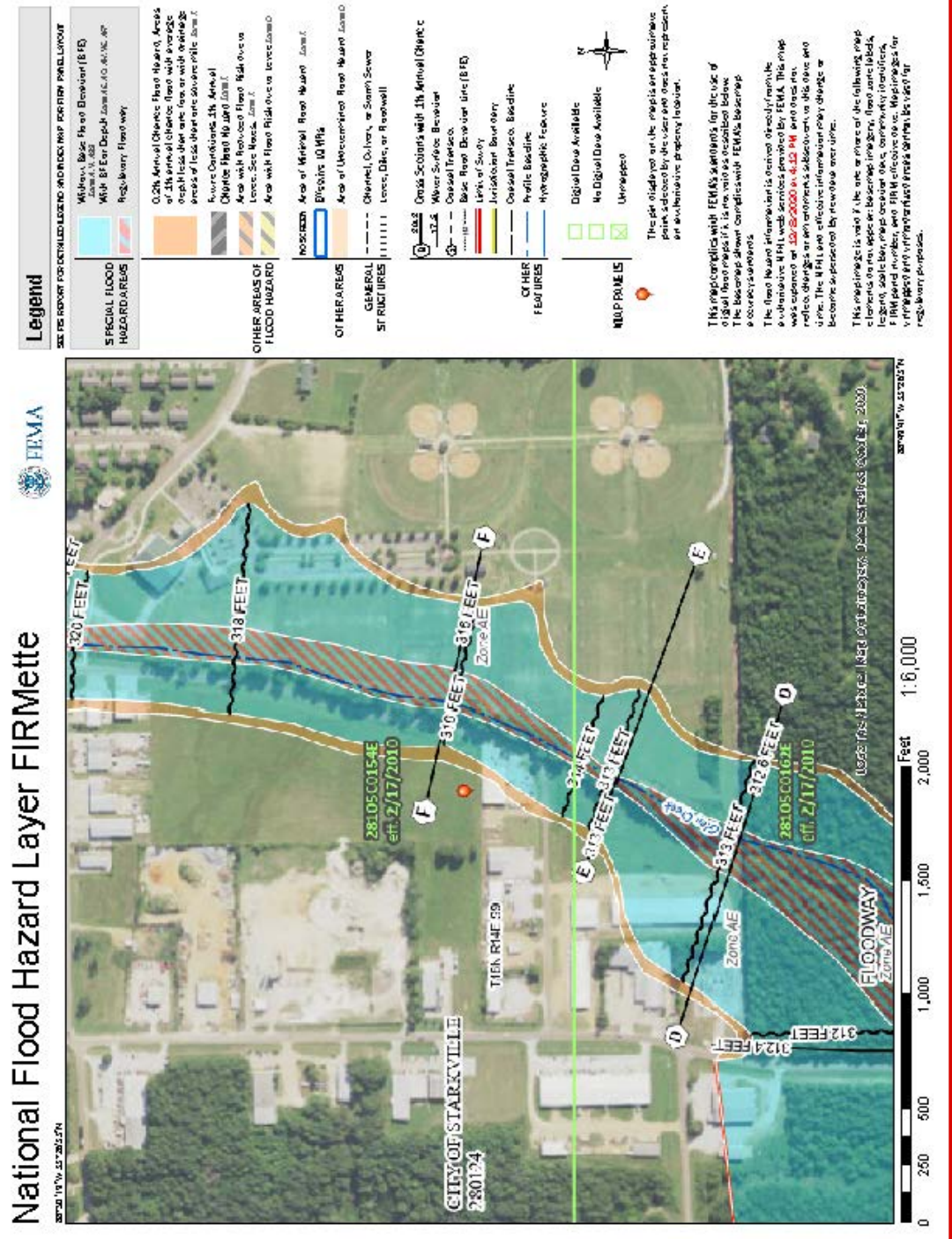
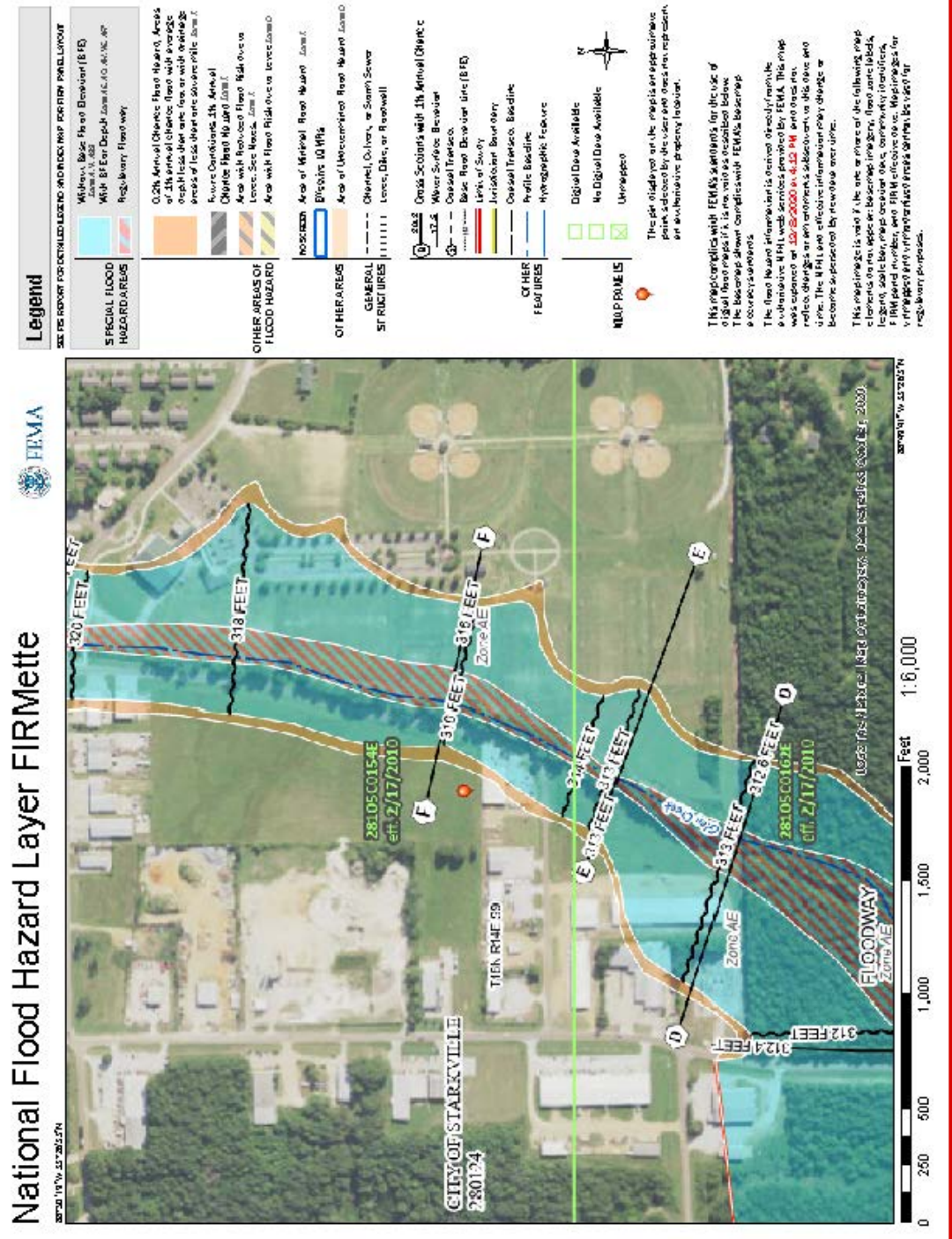
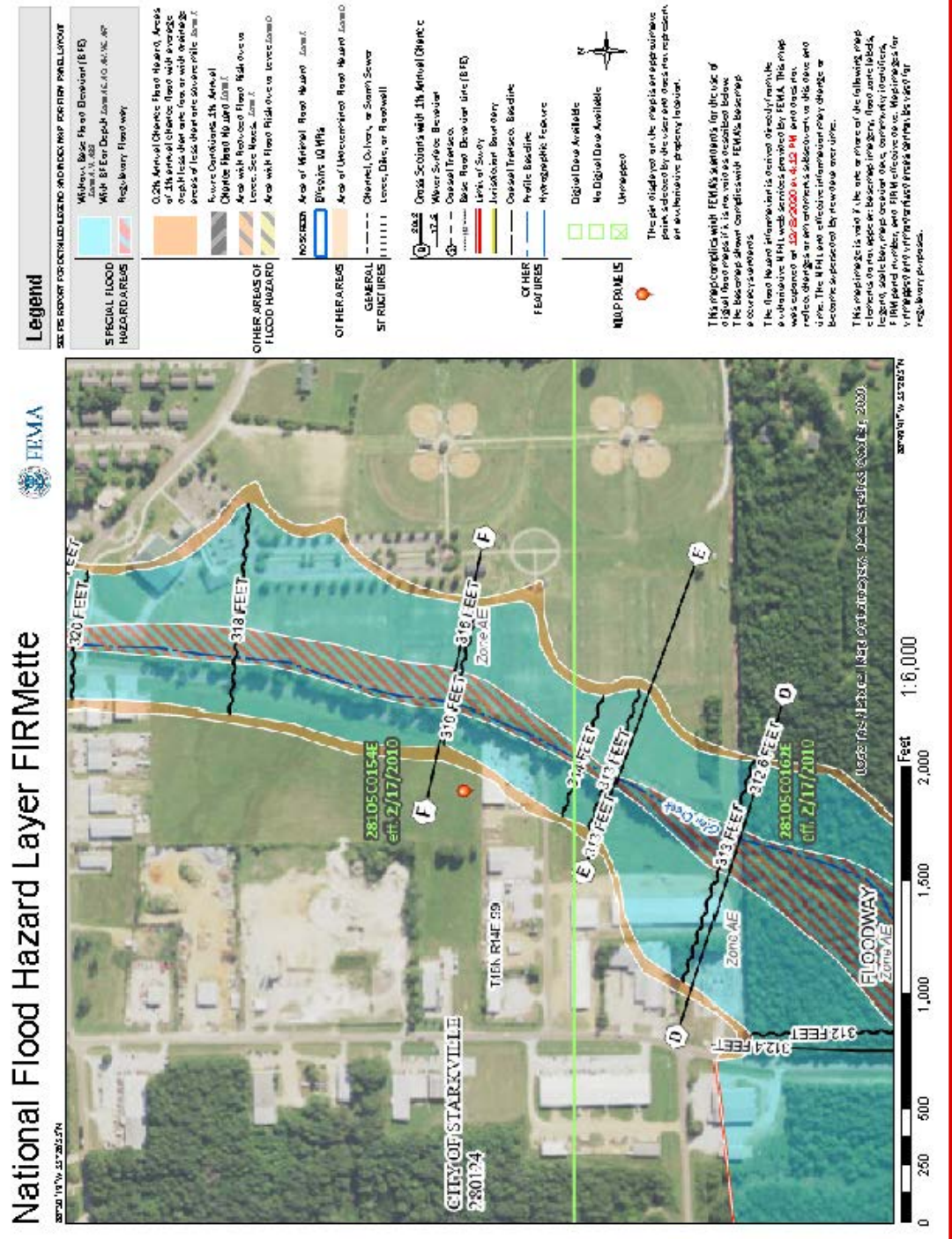
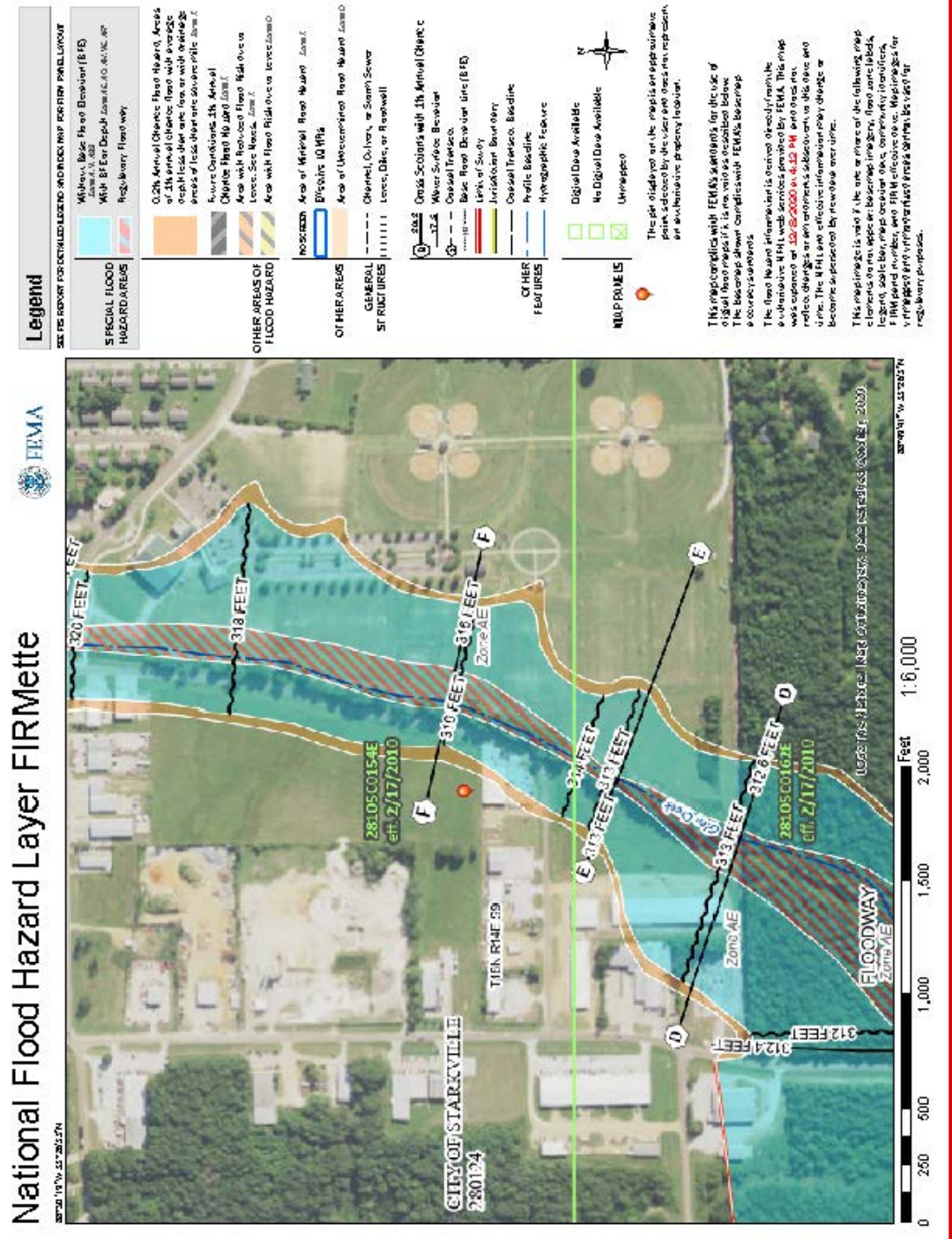
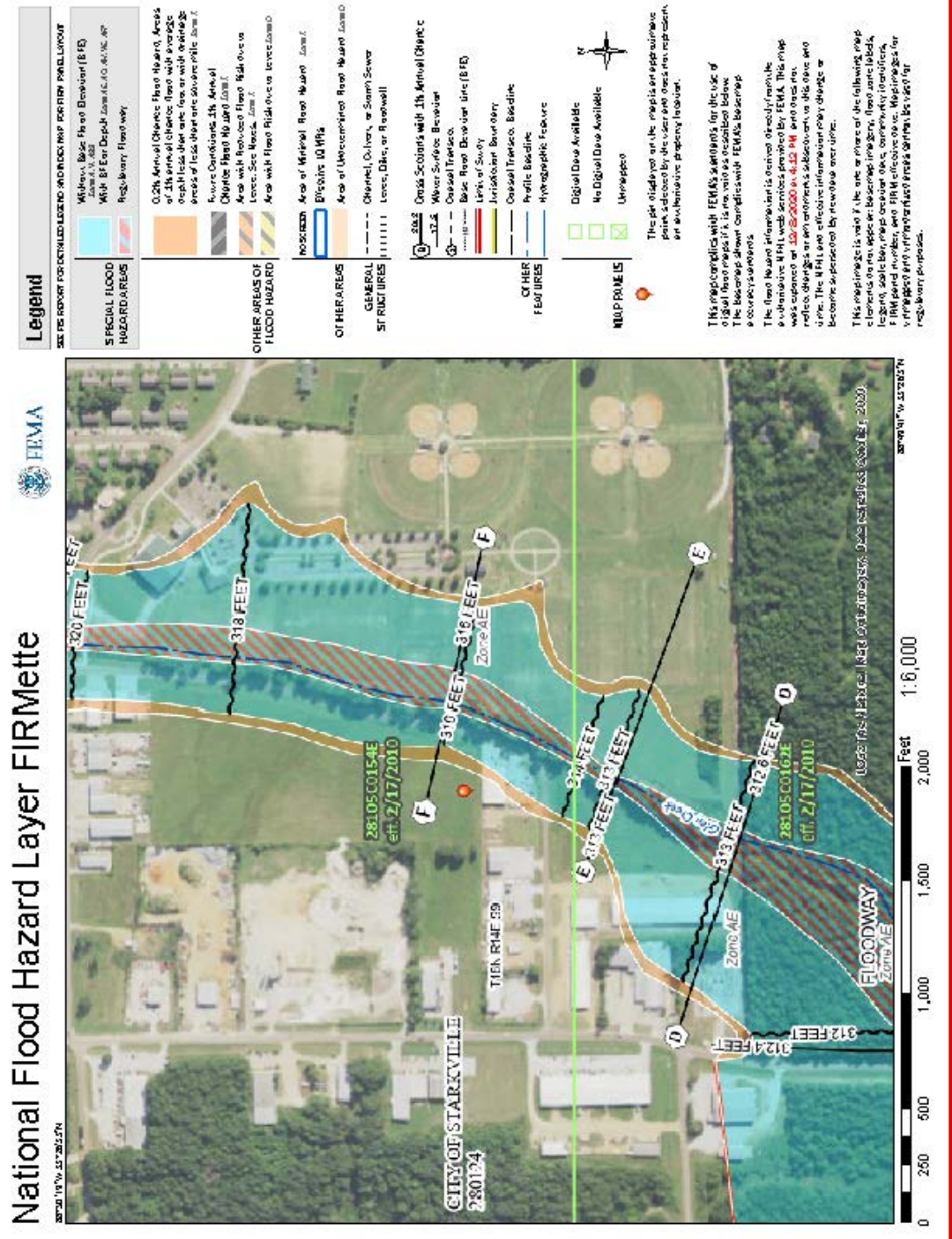
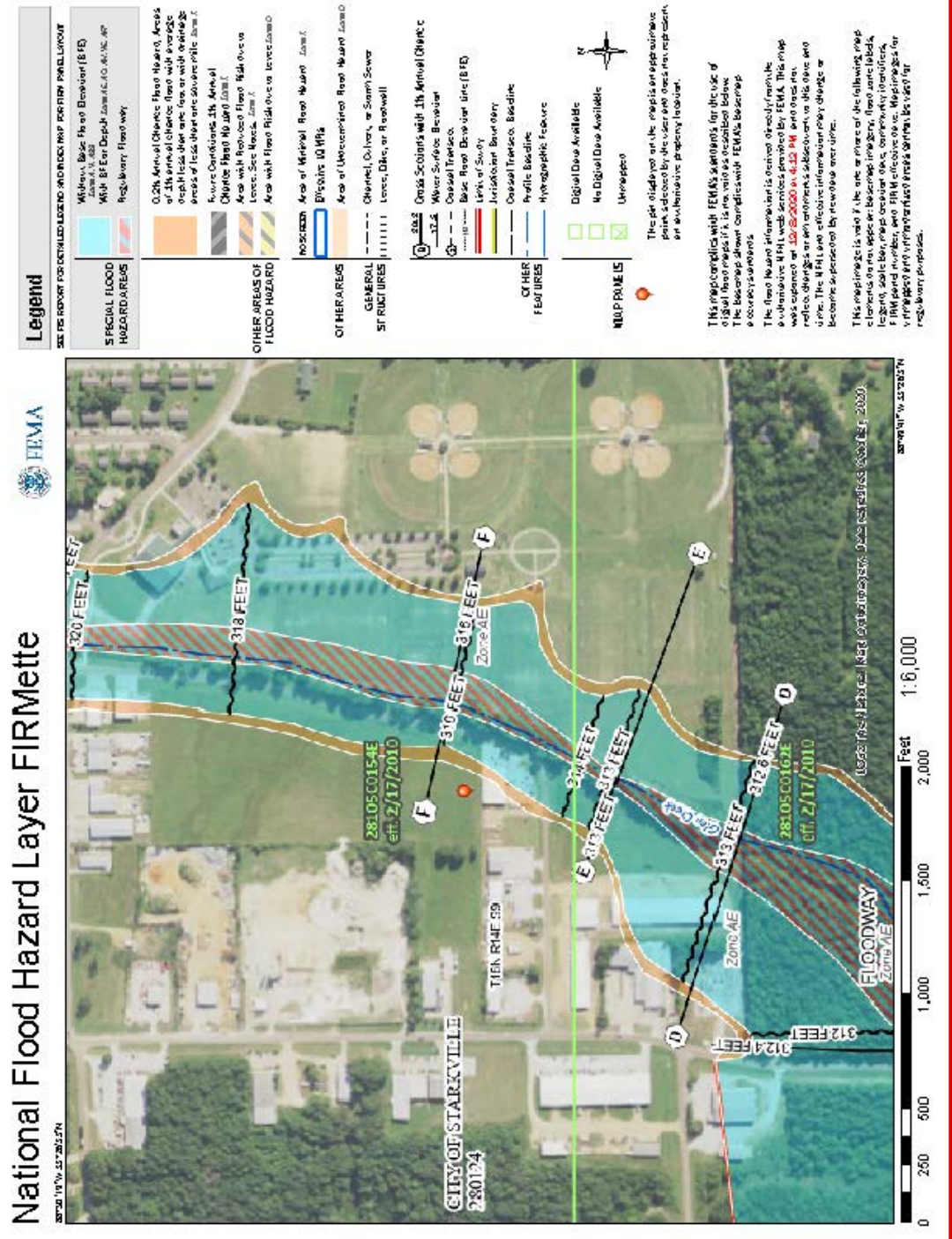
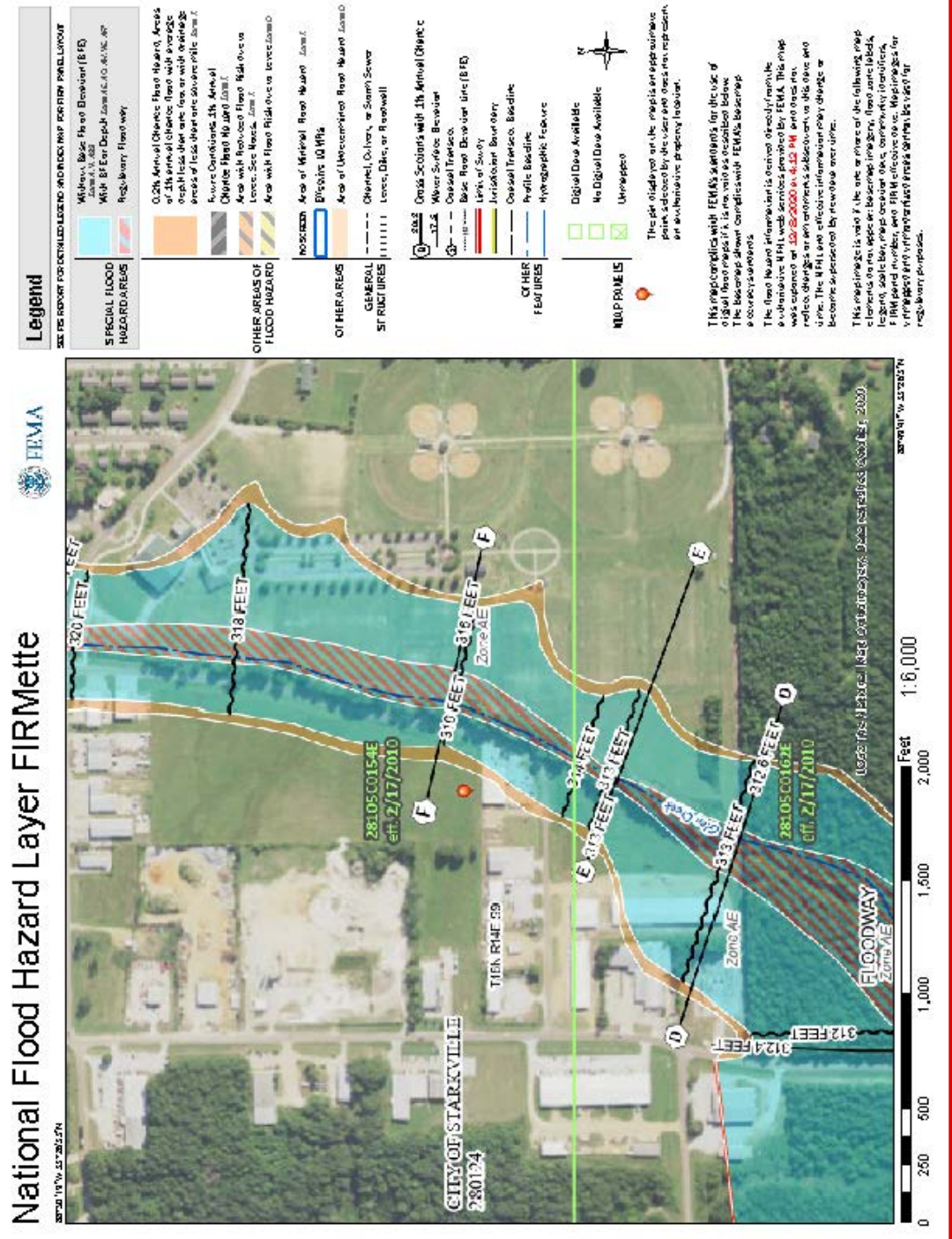
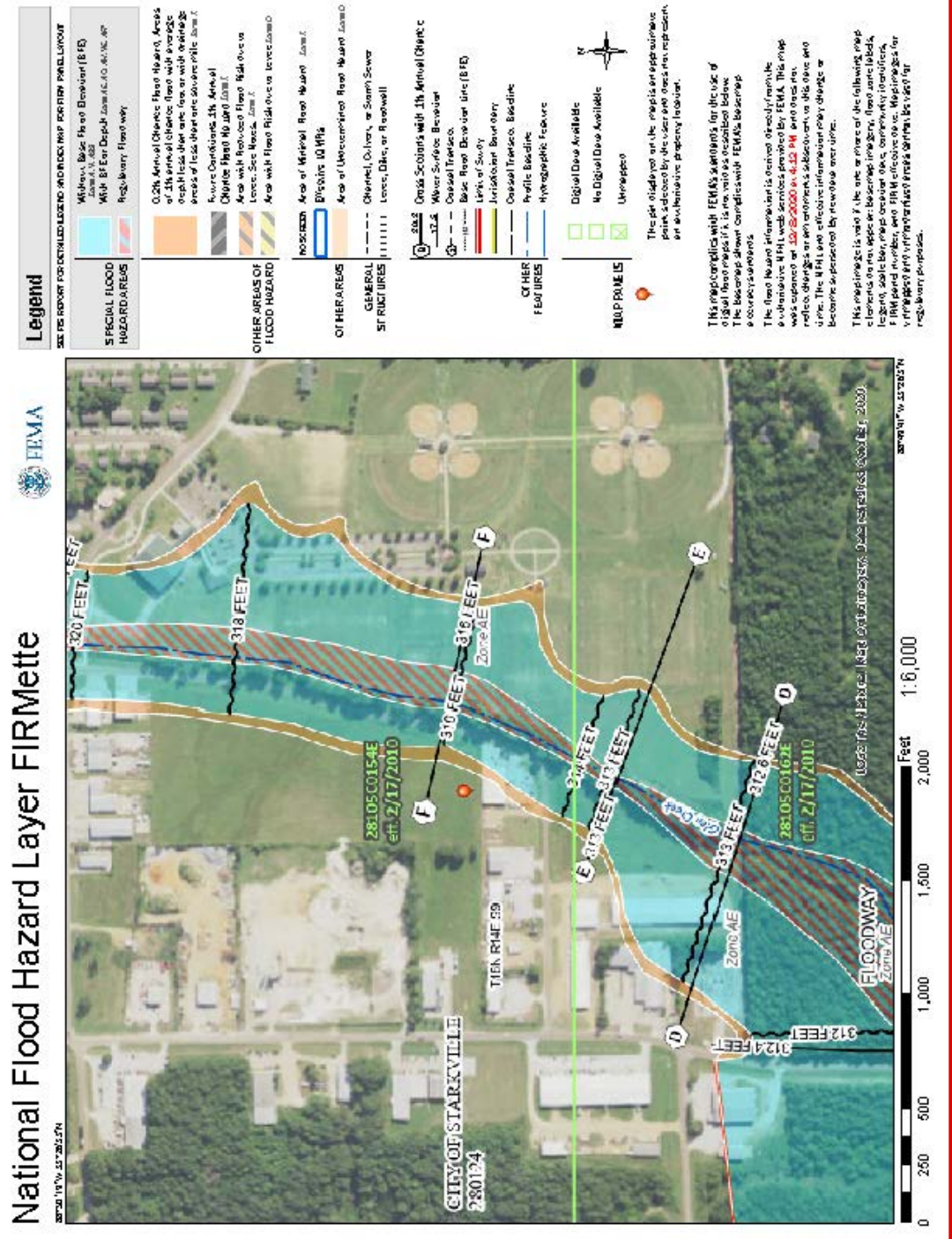
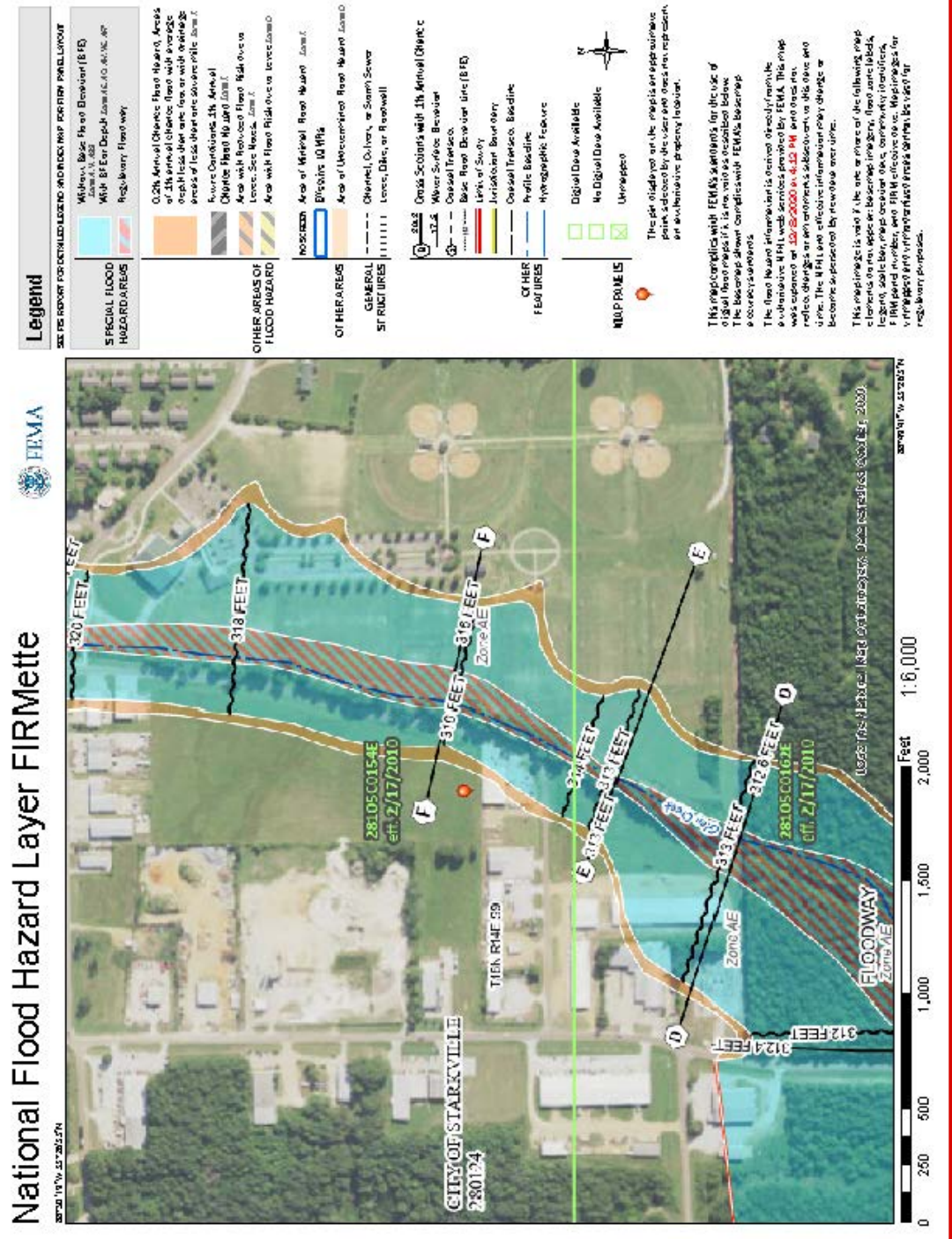
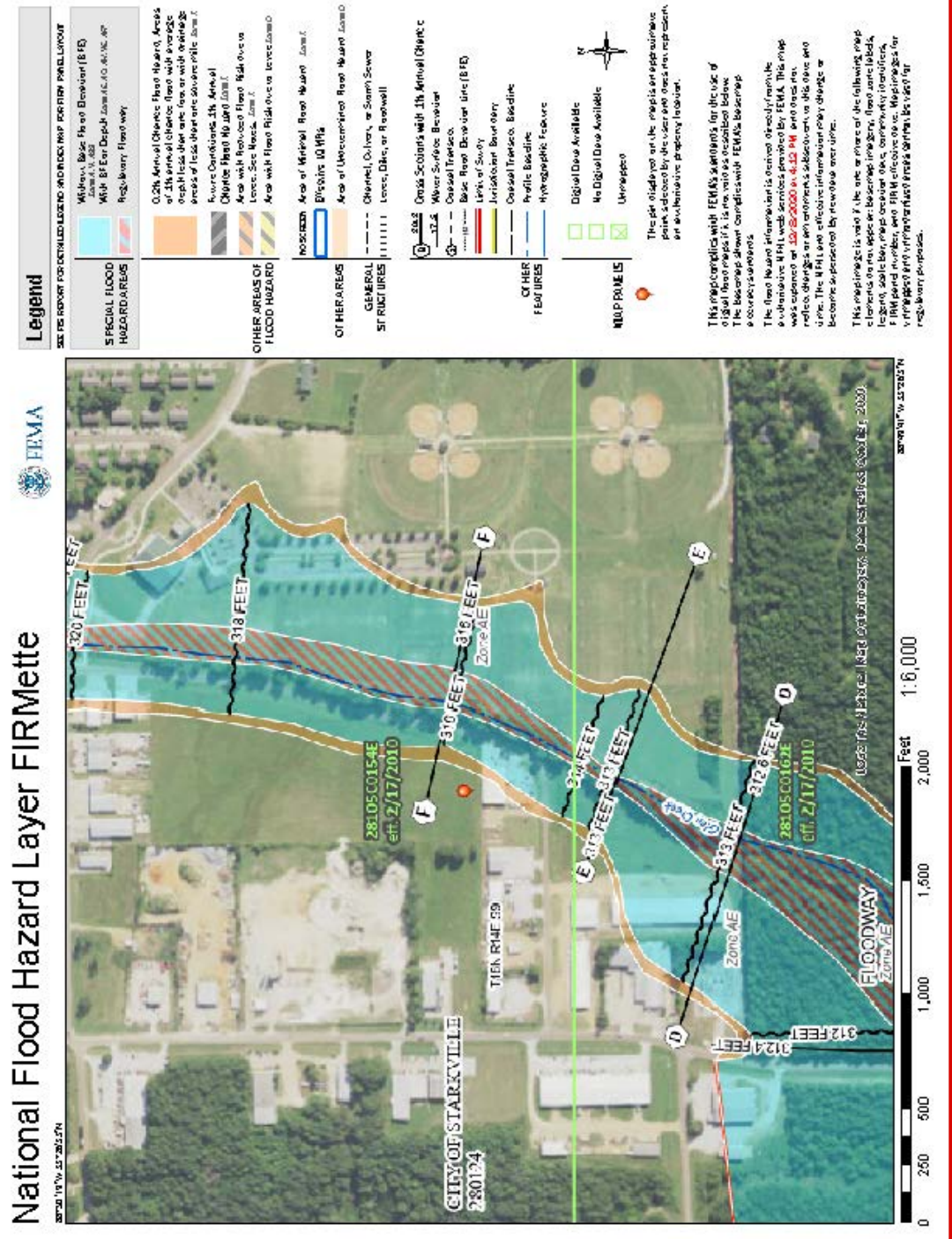
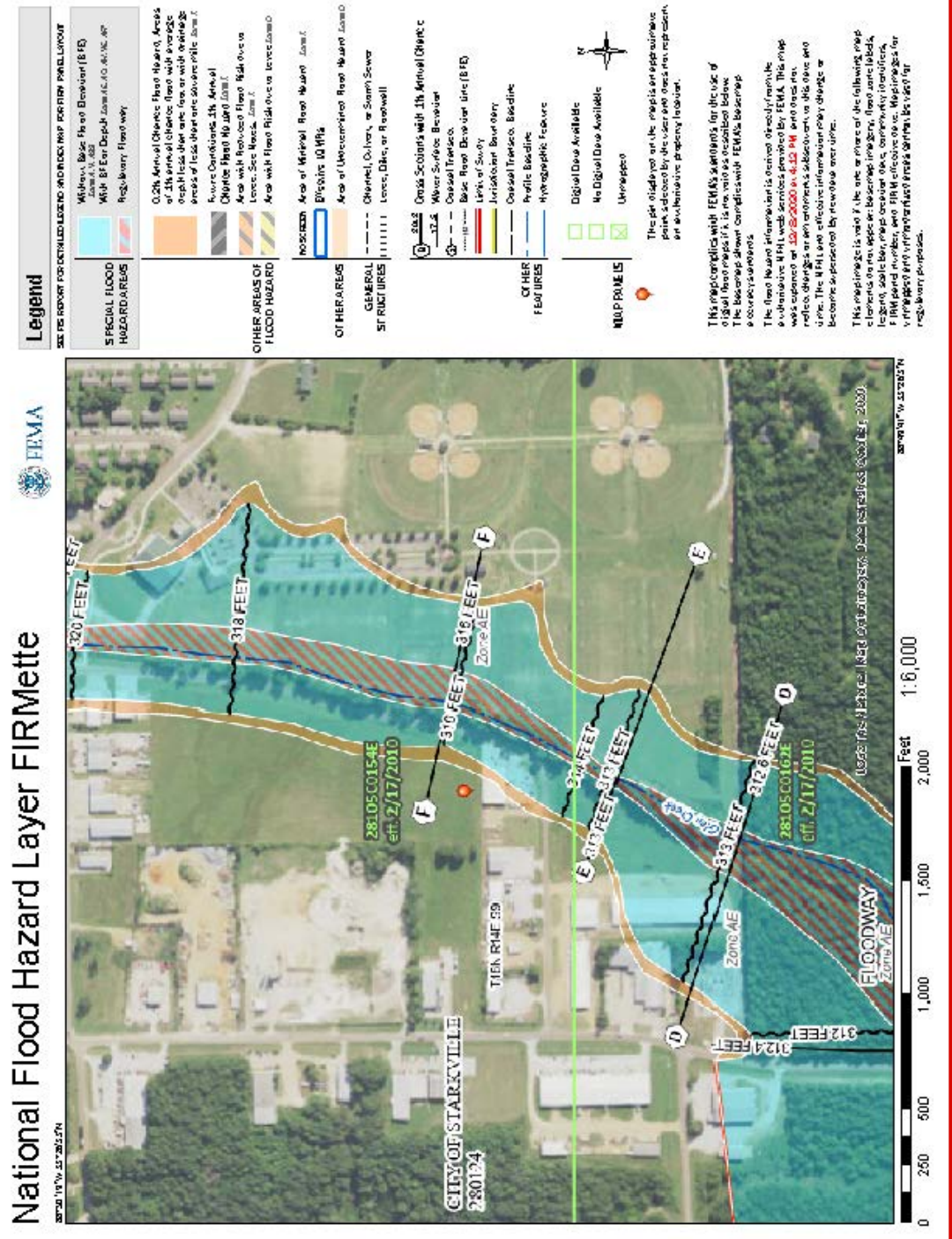
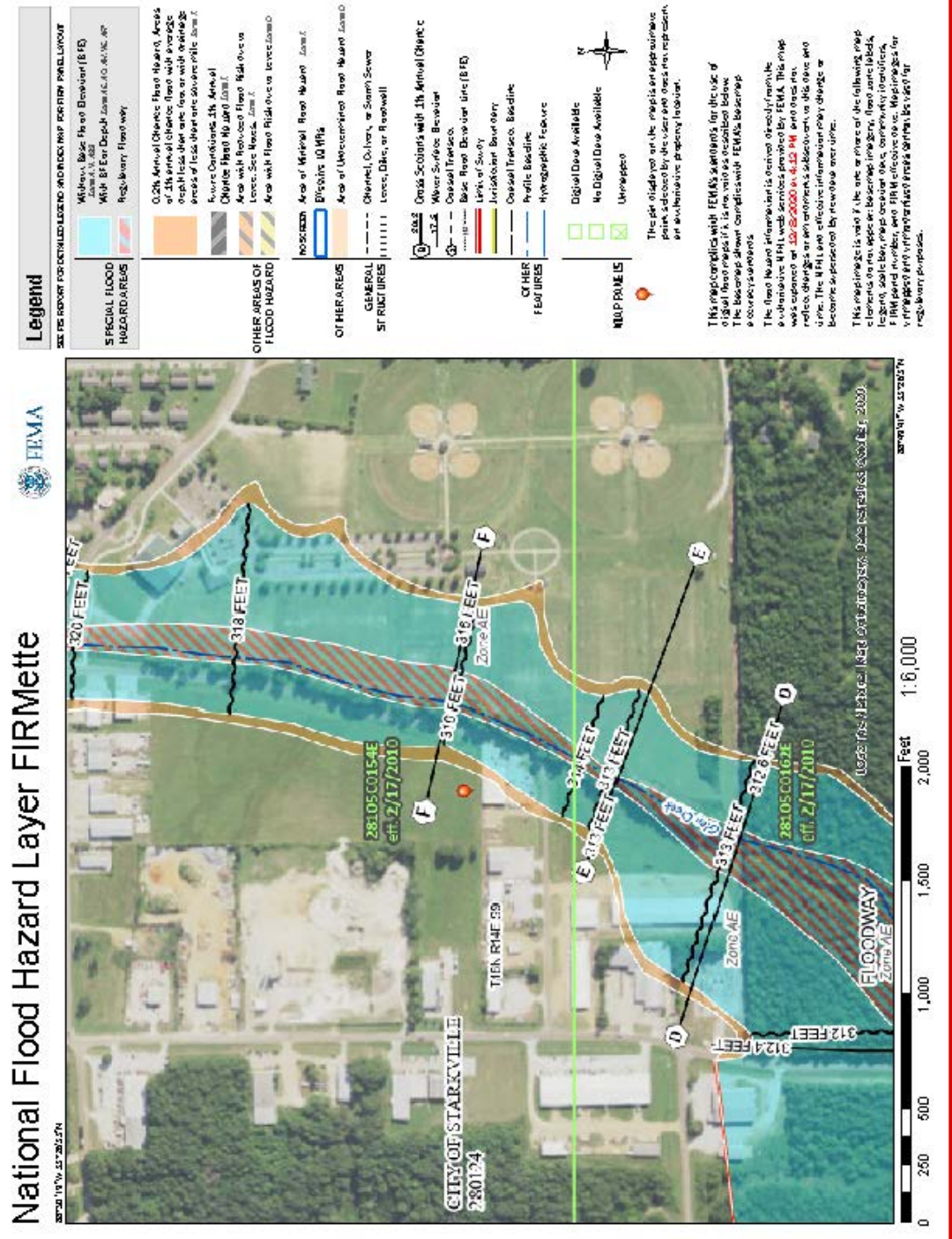
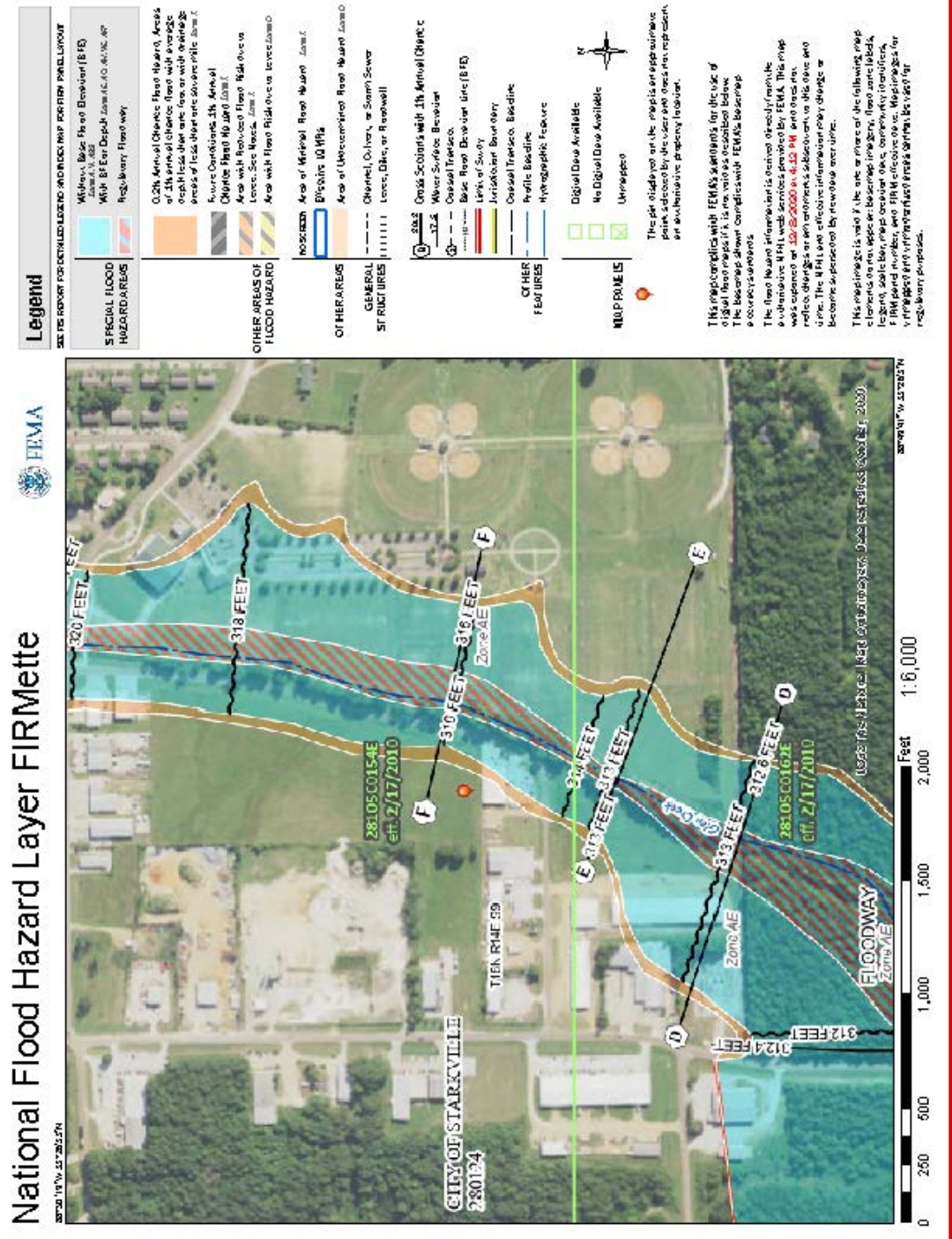
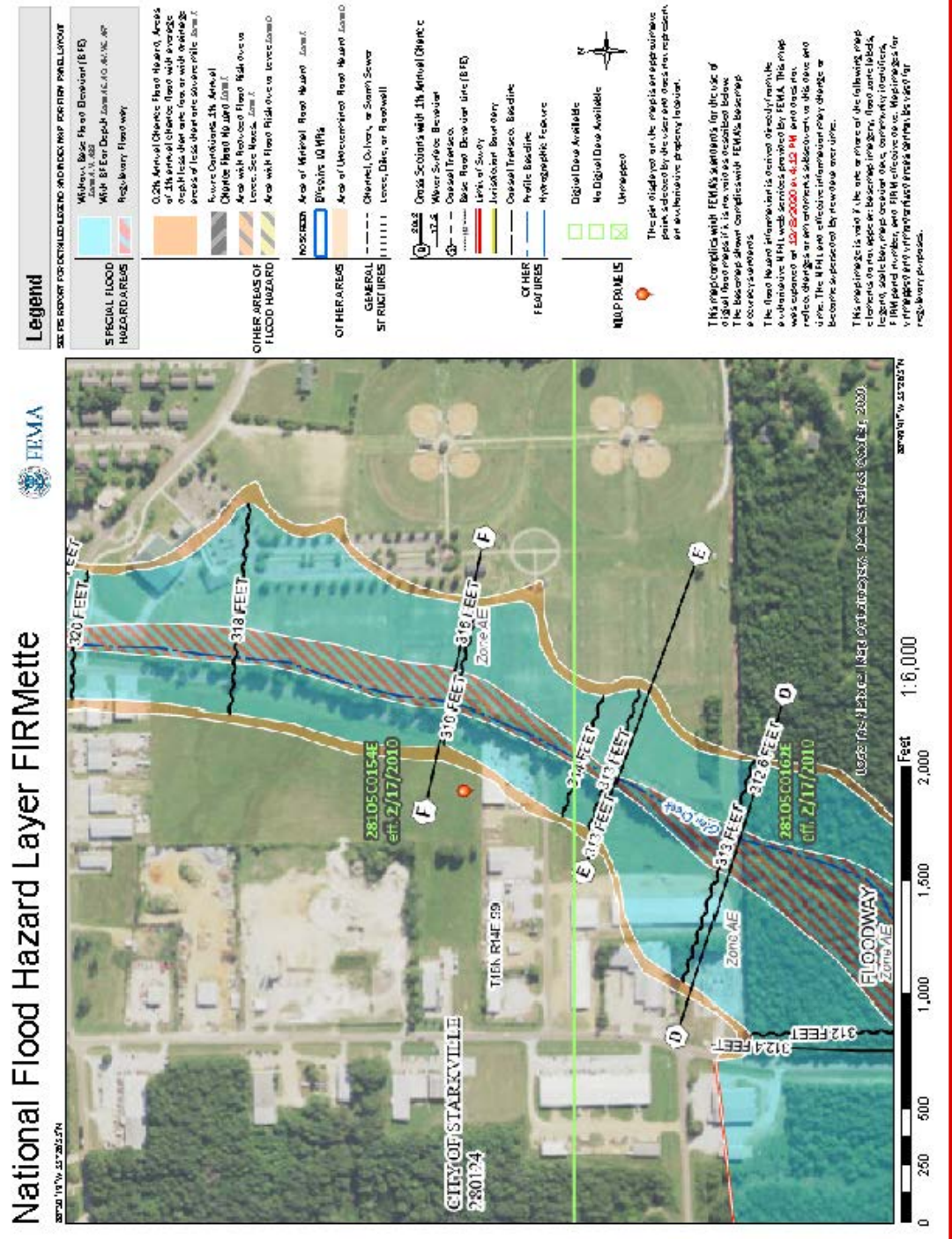
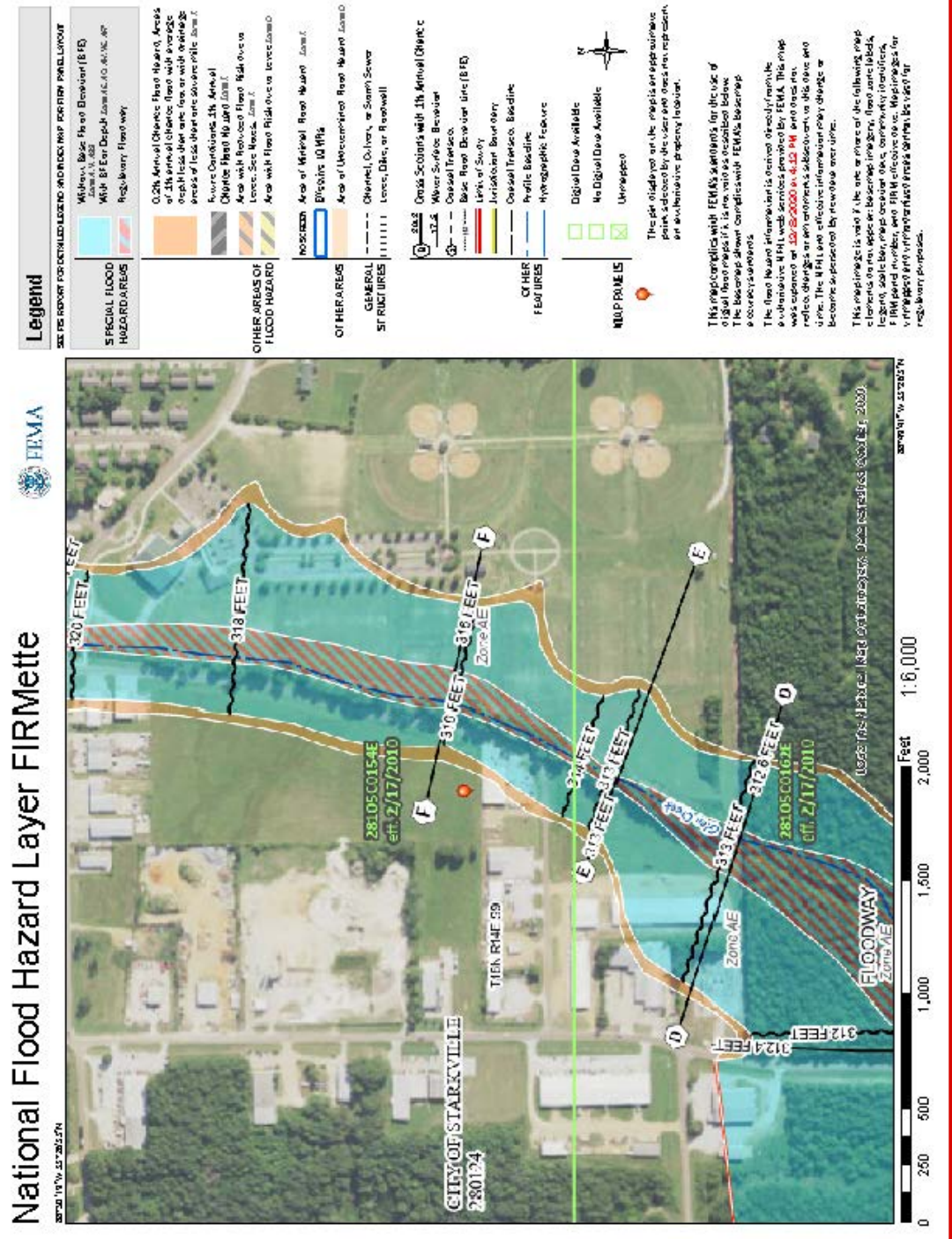
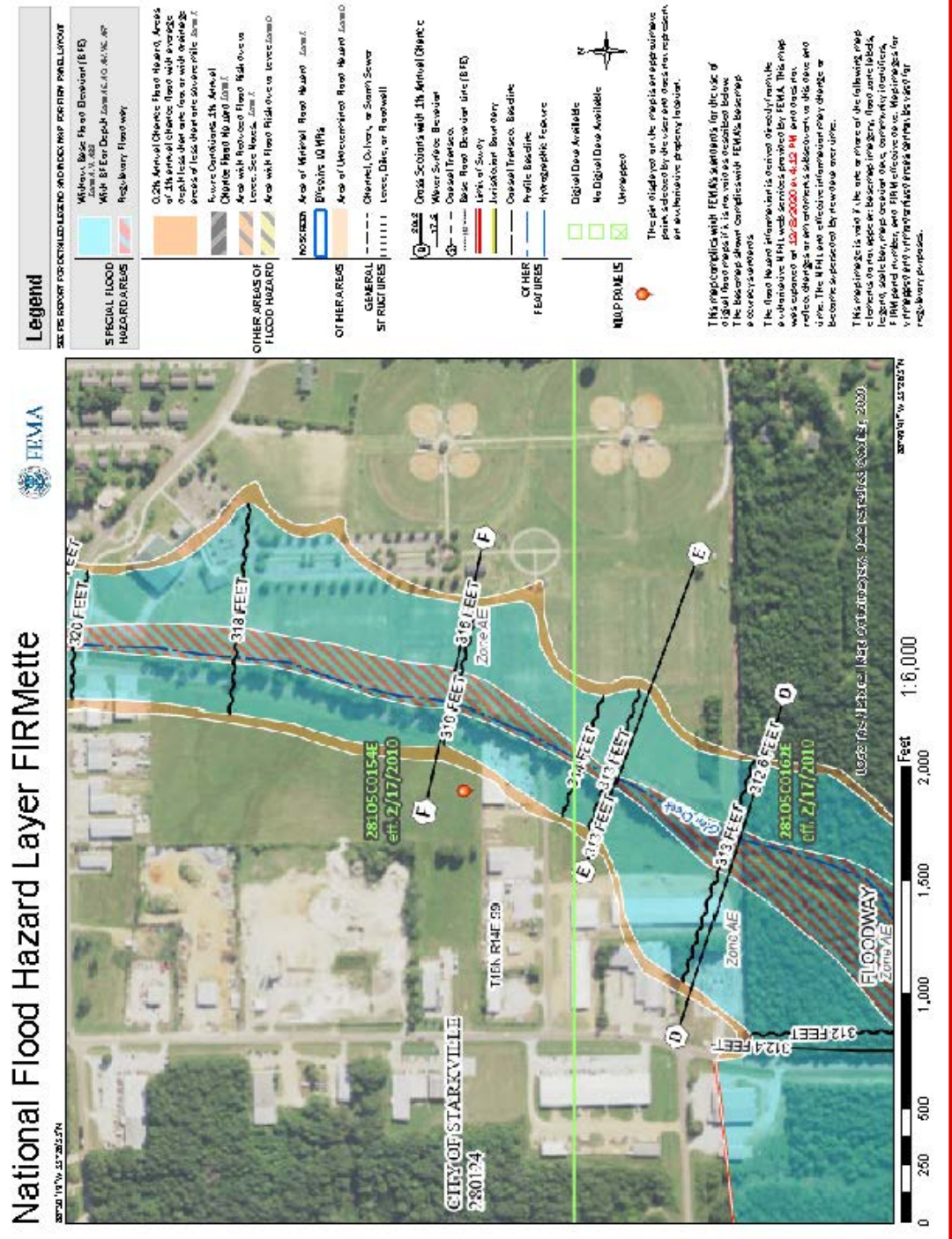
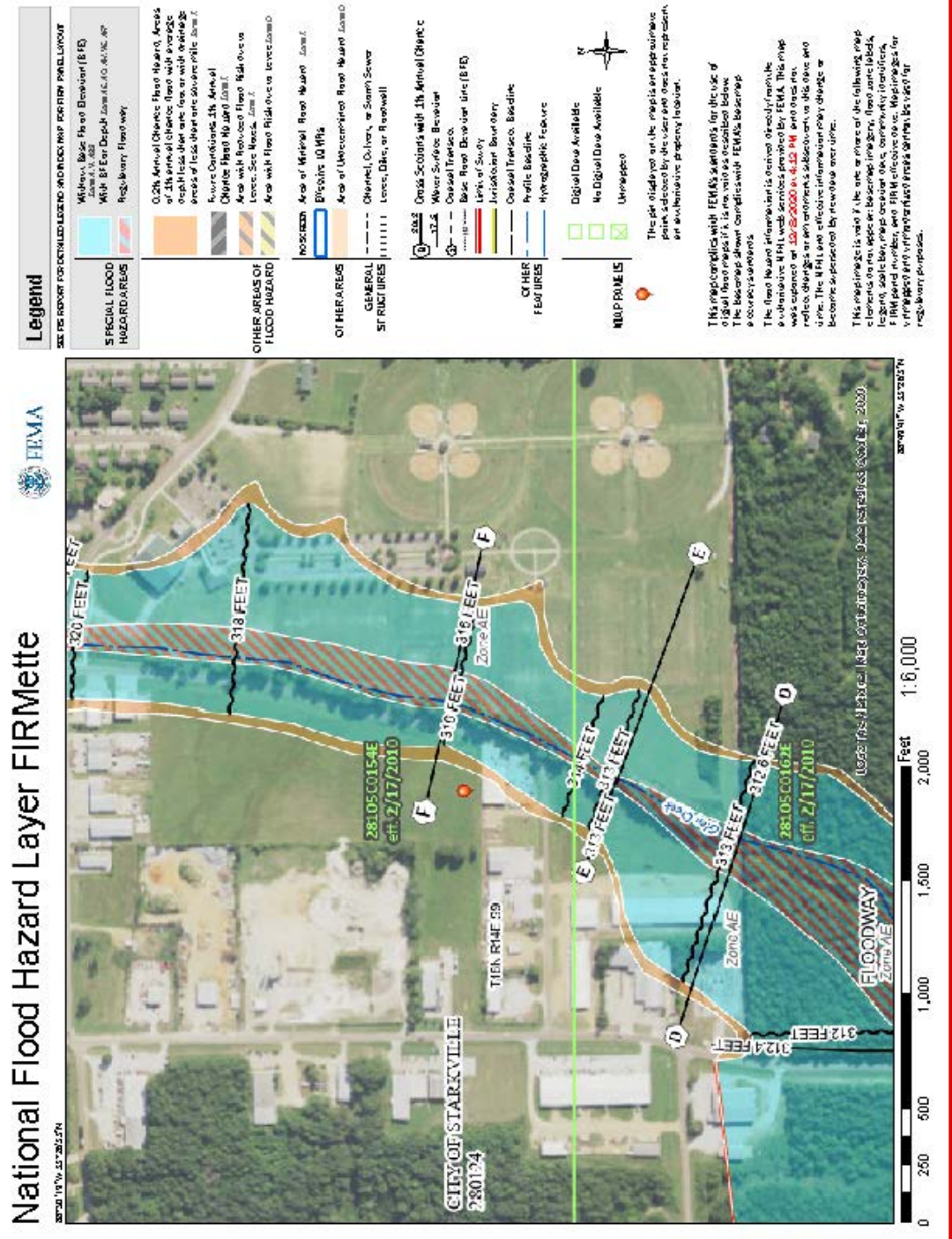
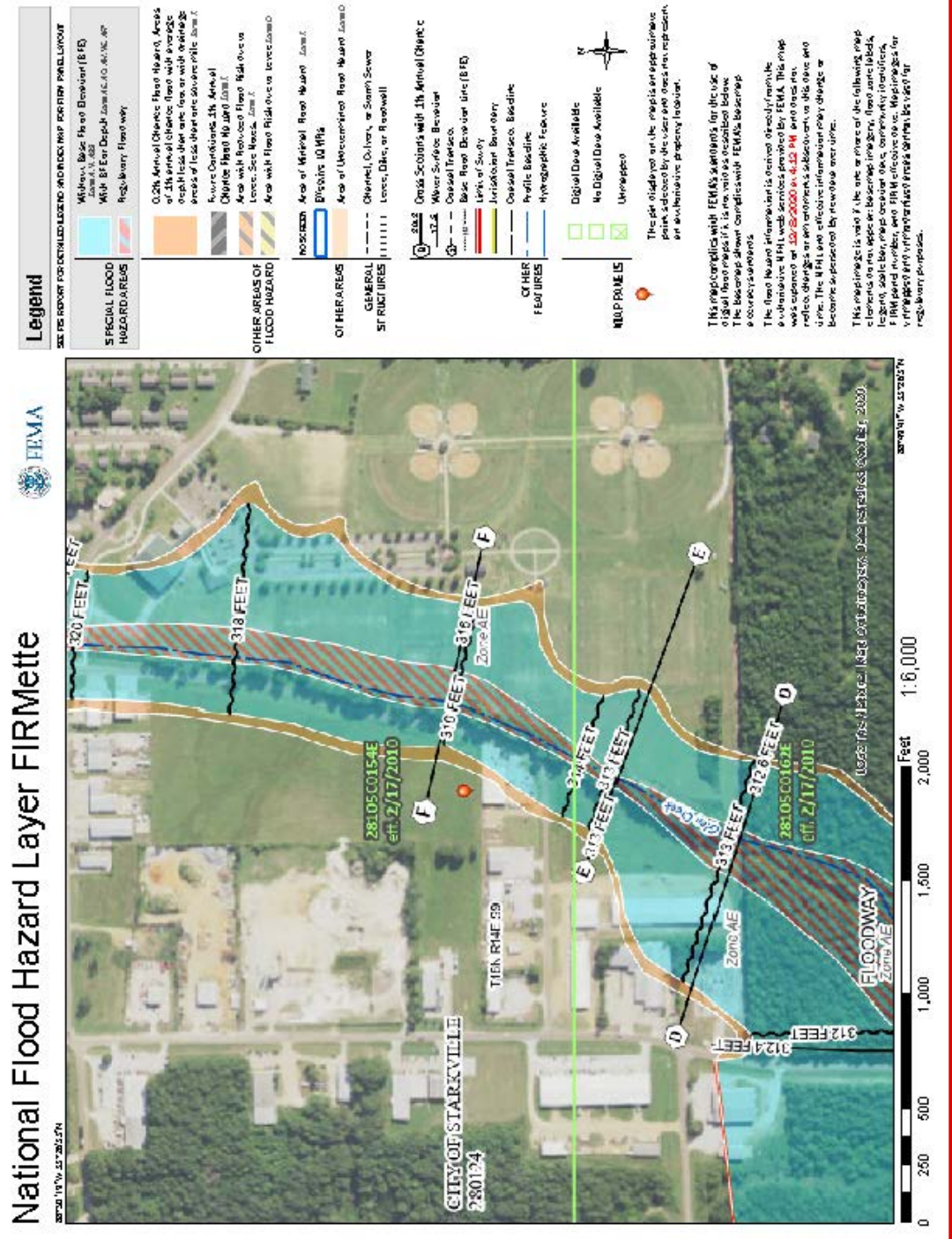
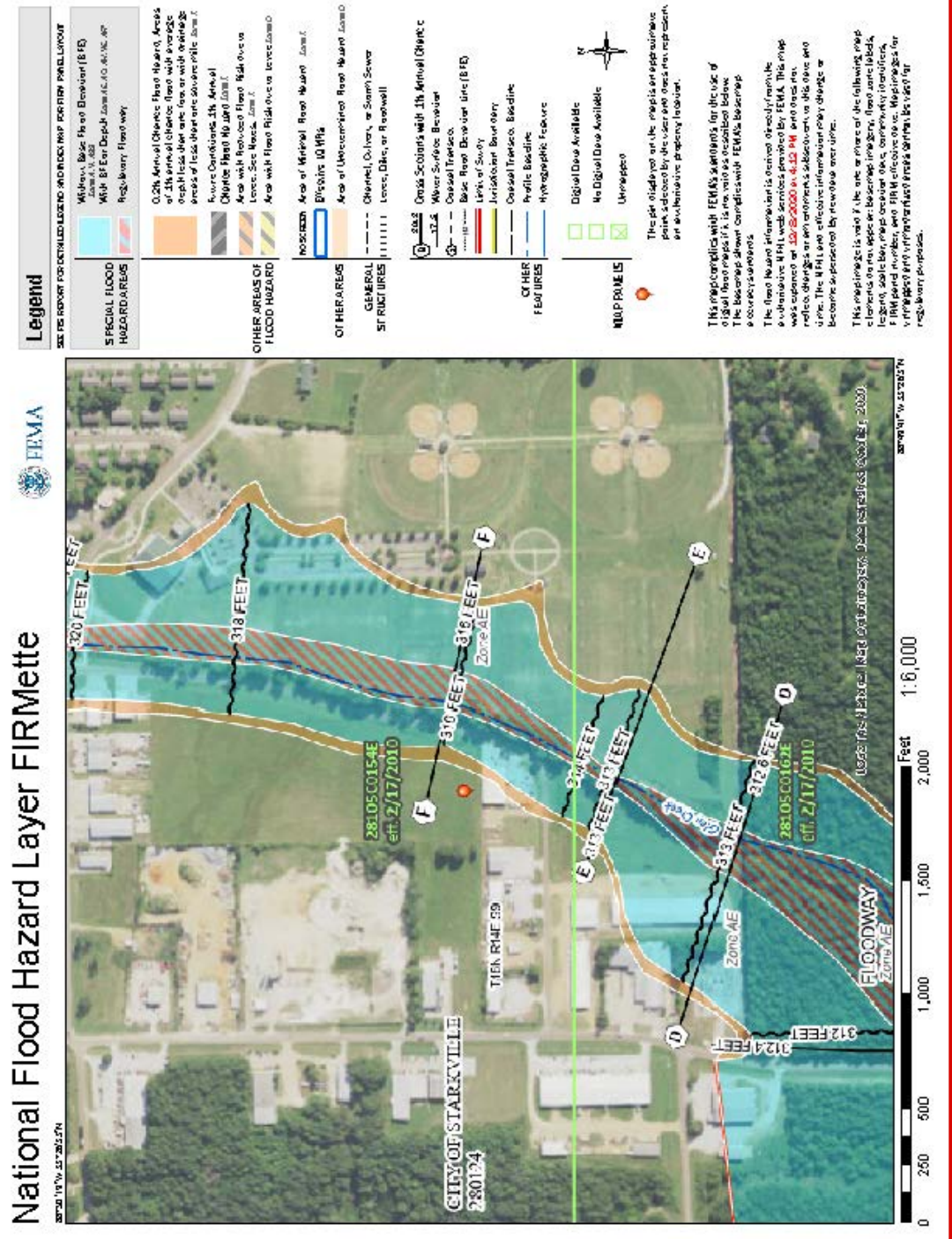
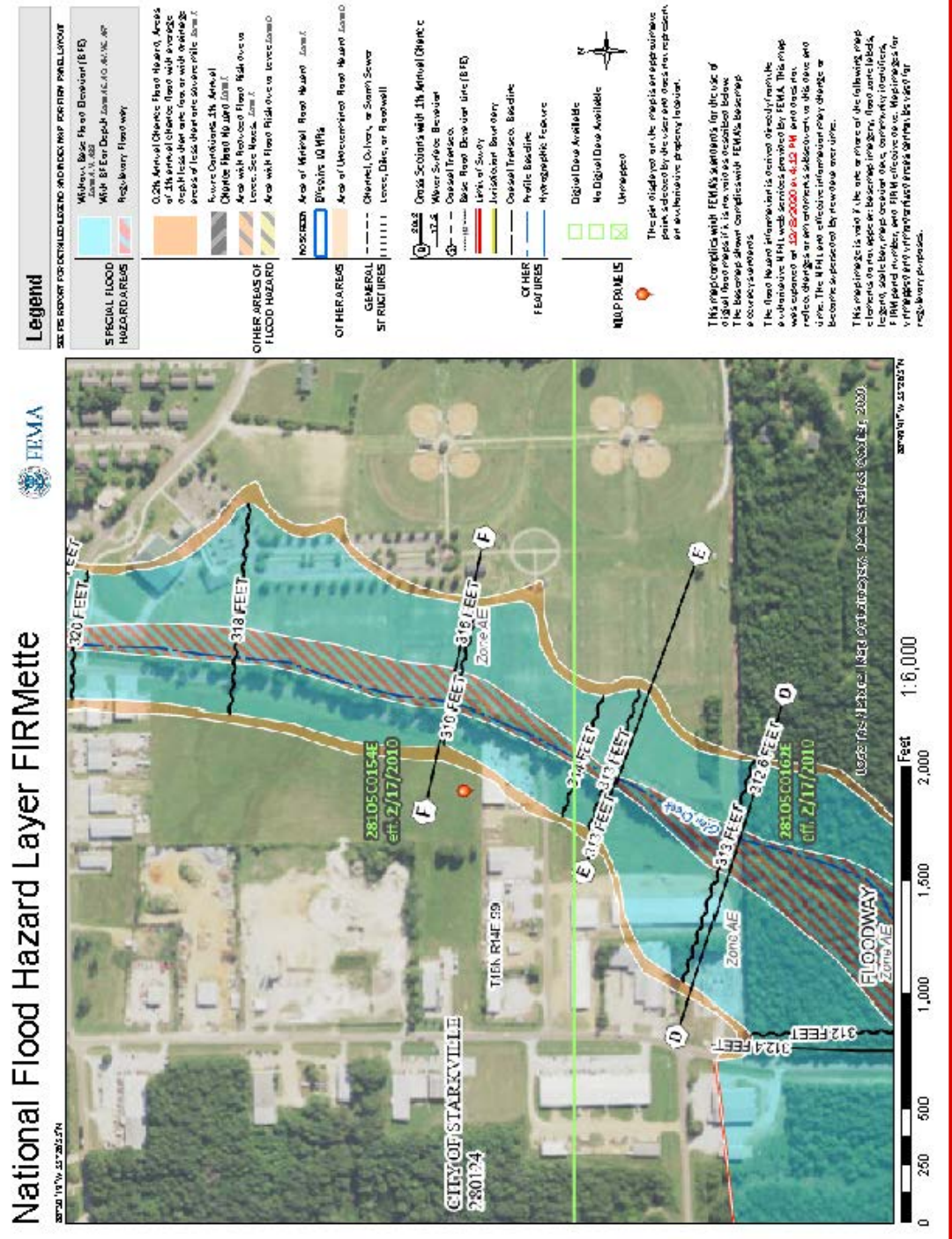
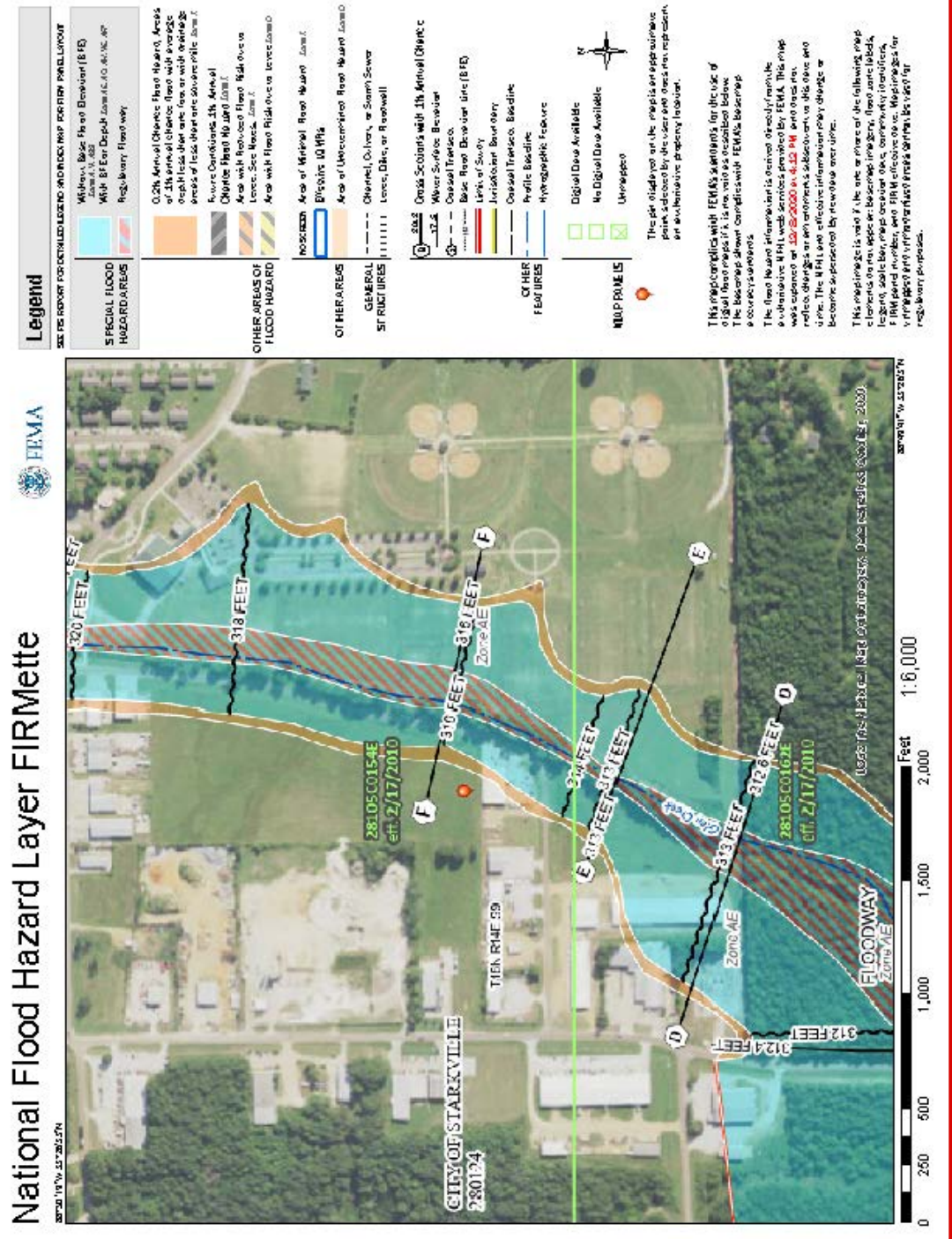
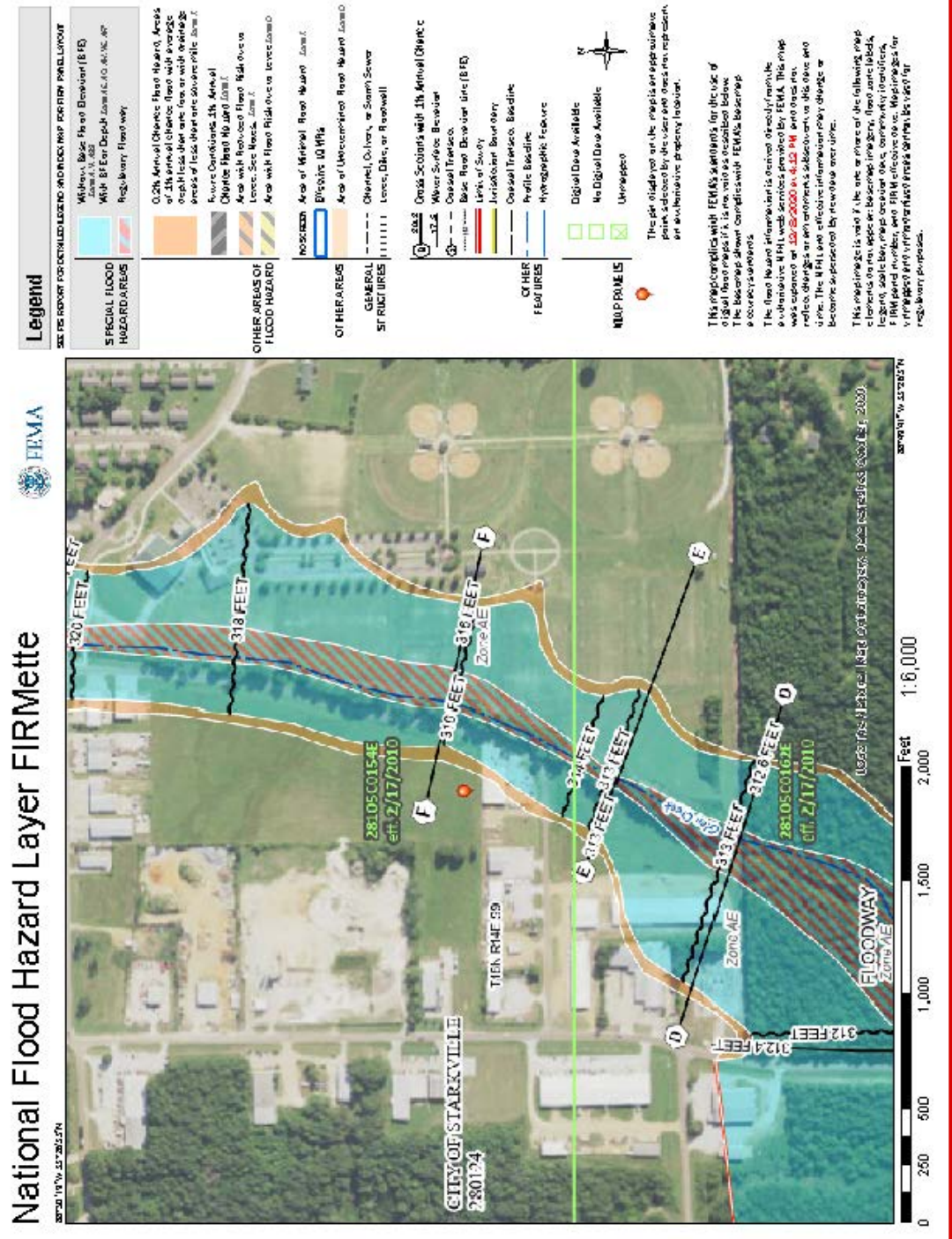
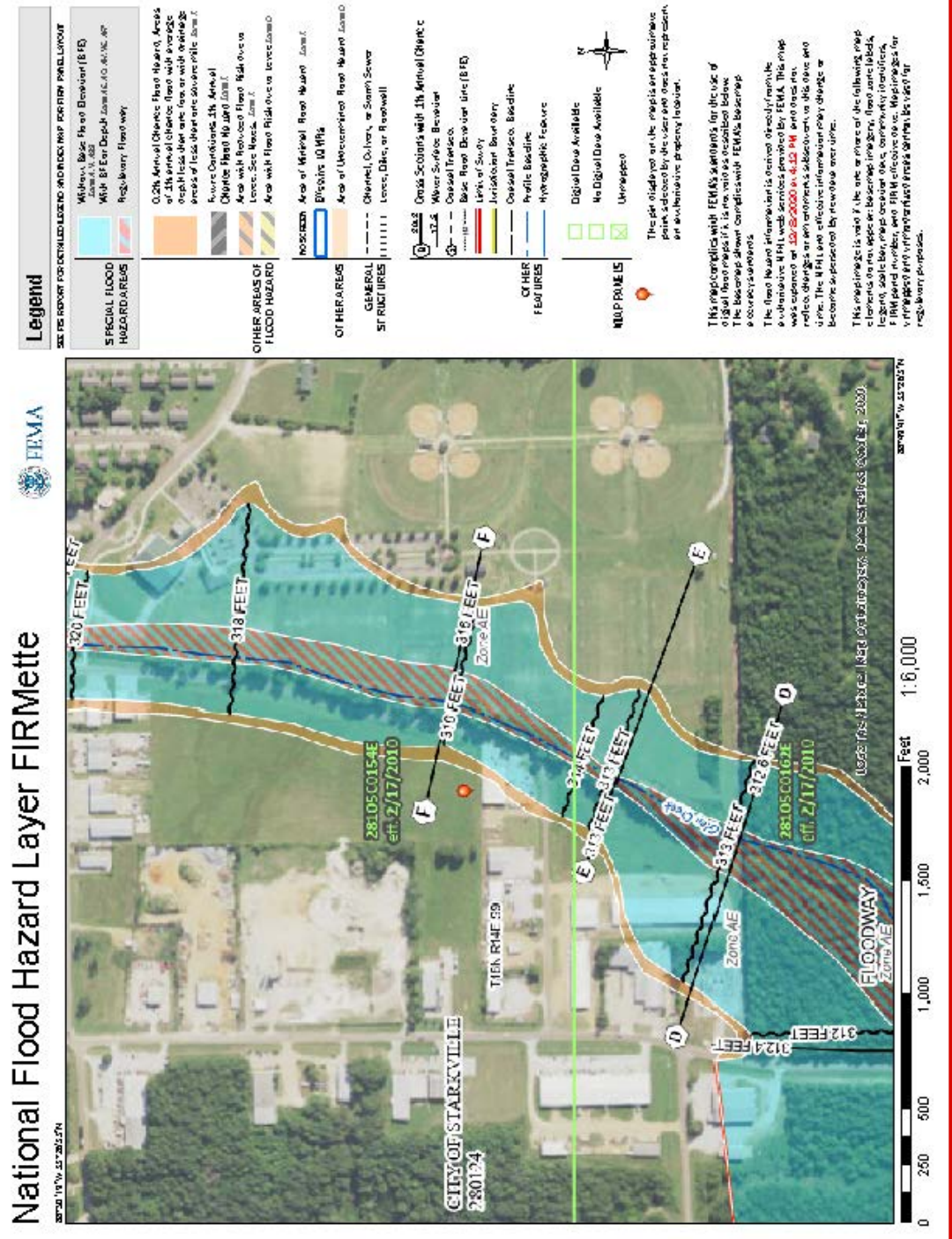
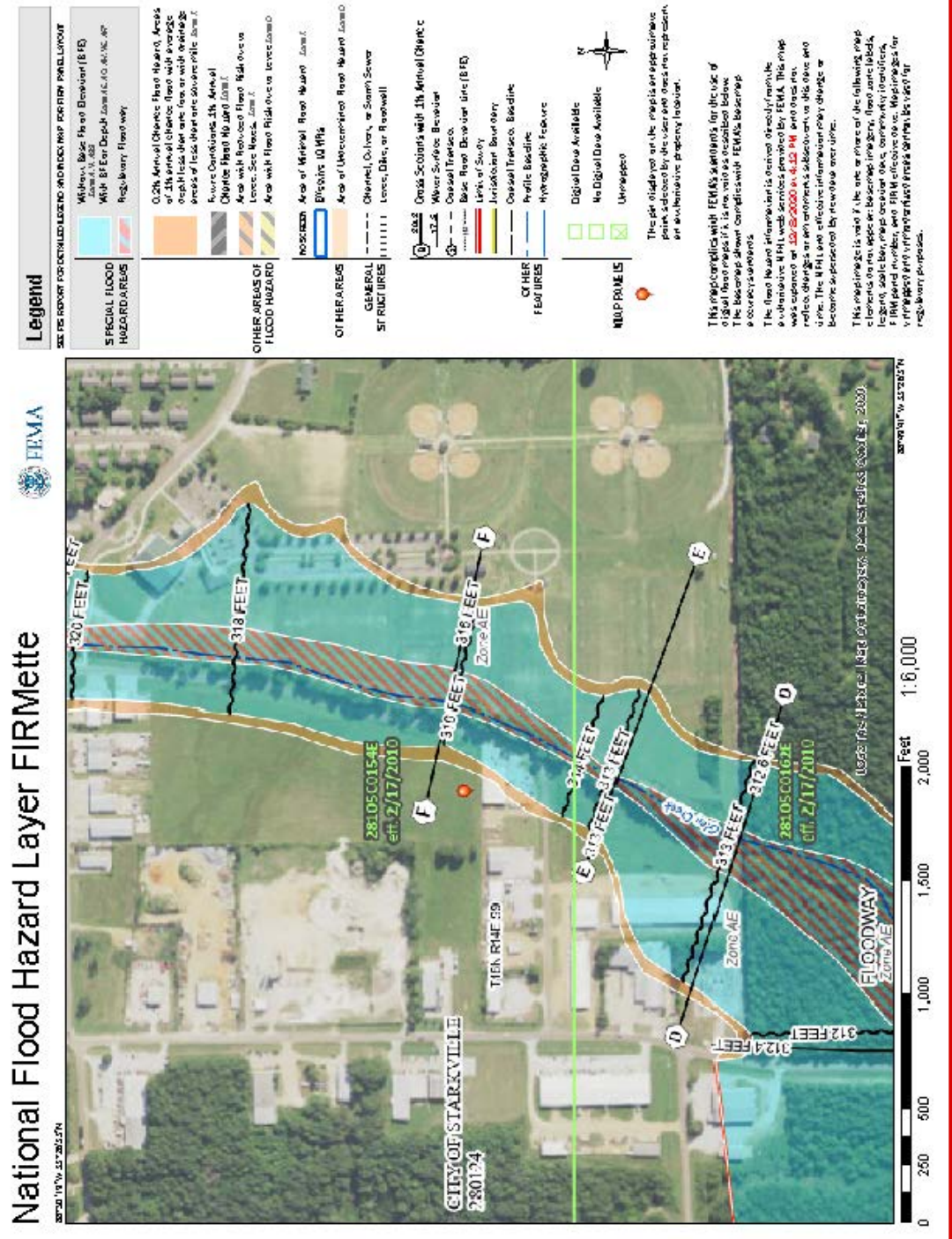
The City is pursuing installing a bridge off of Spruill Industrial Road which will provide access to the overflow lot which is proposed as part of the Master Plan. The City is re-using the concrete pre-cast bridge slabs removed from the Old West Point Road bridge and is proposing to install new steel pilings and new steel caps. The City Street Department will perform the clearing and dirtwork and install the bridge slabs; however, we do not have the specialized equipment to drive pilings.

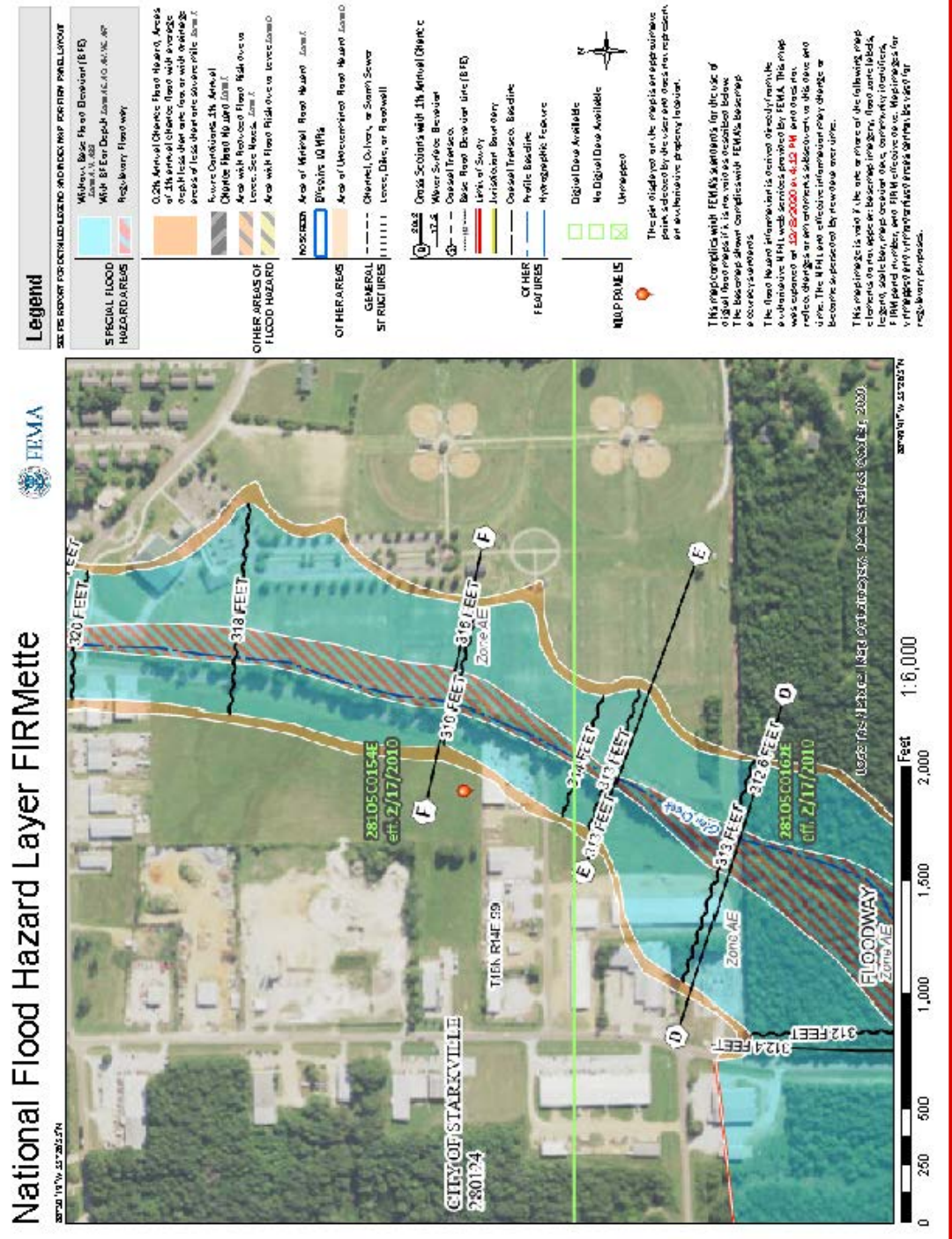
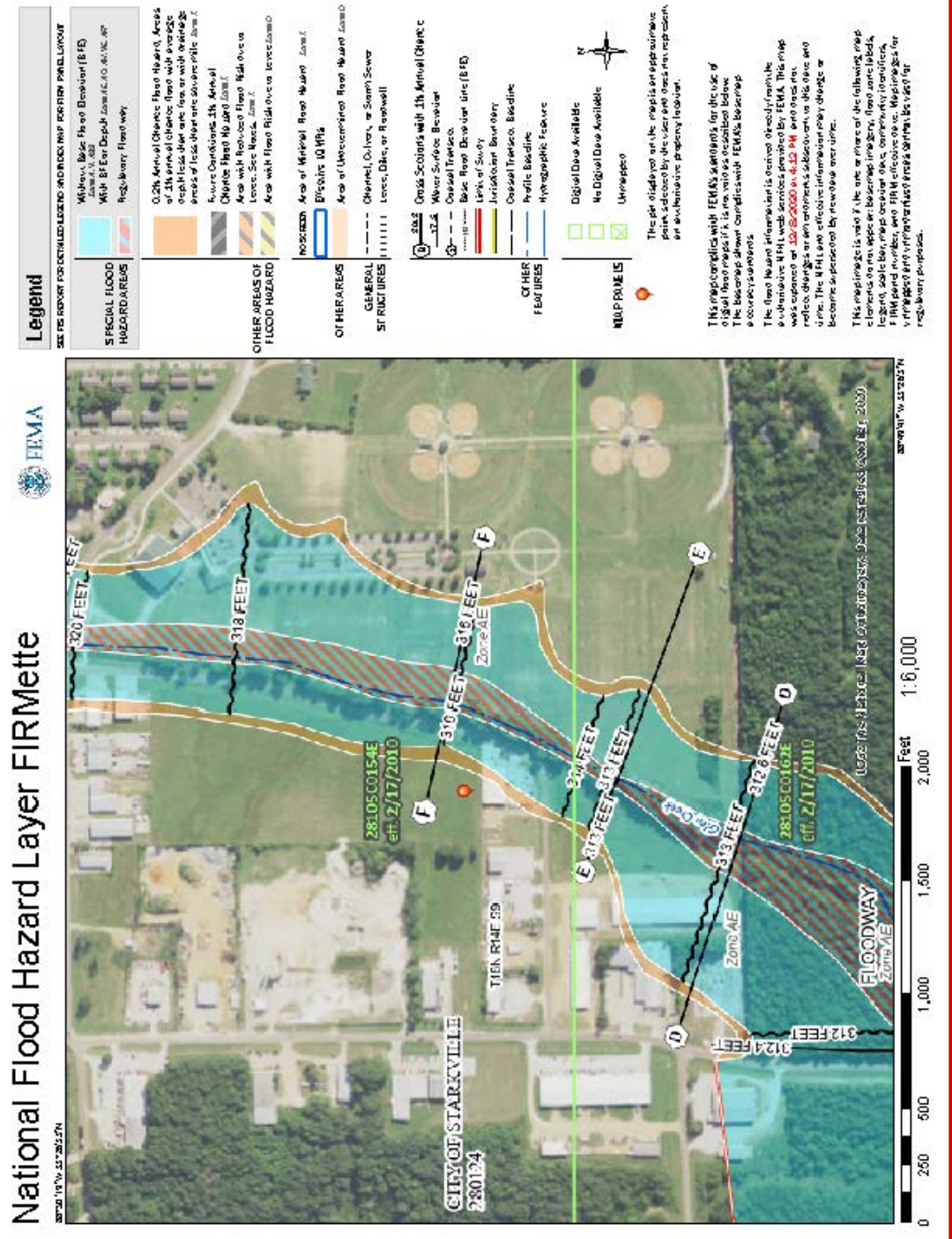
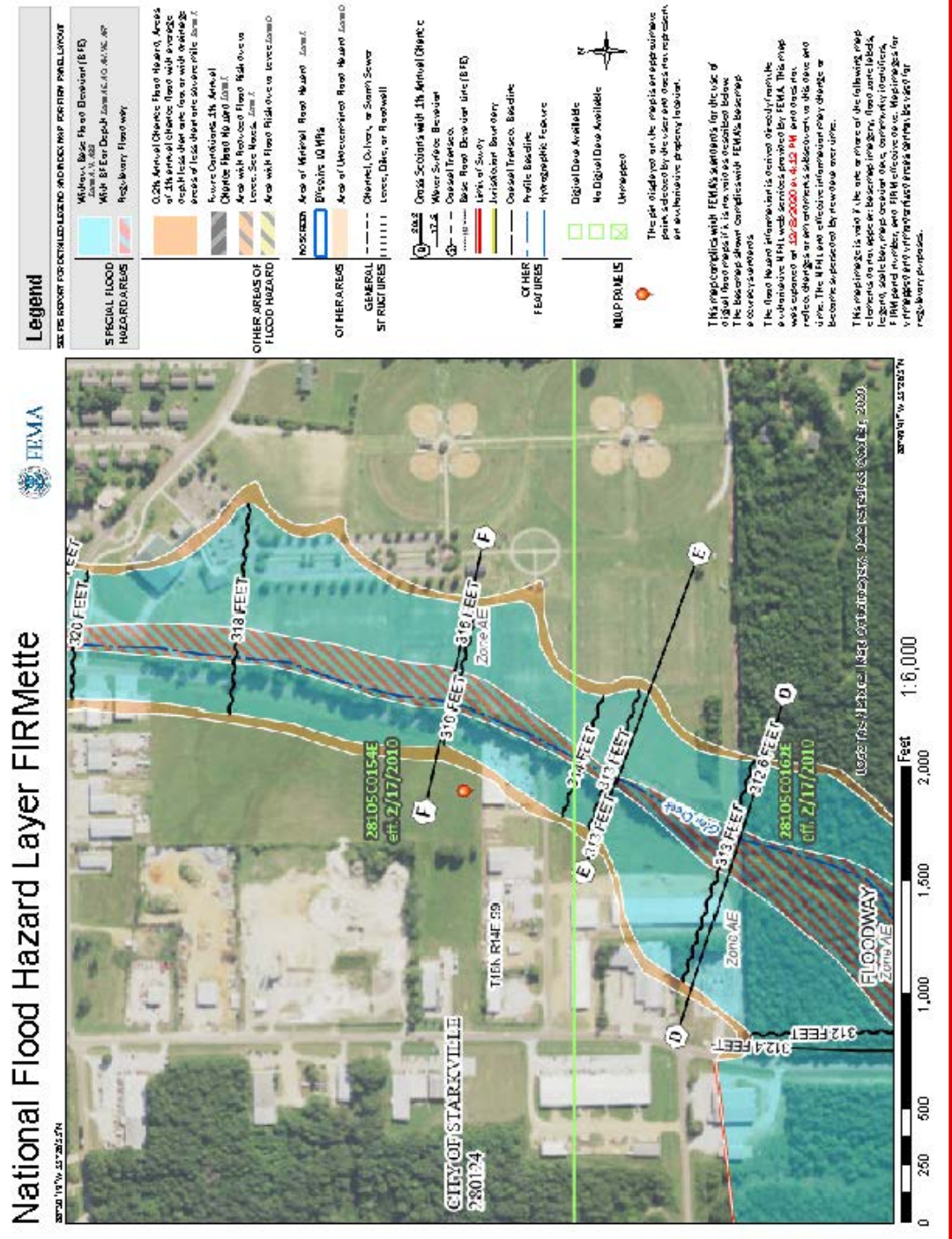
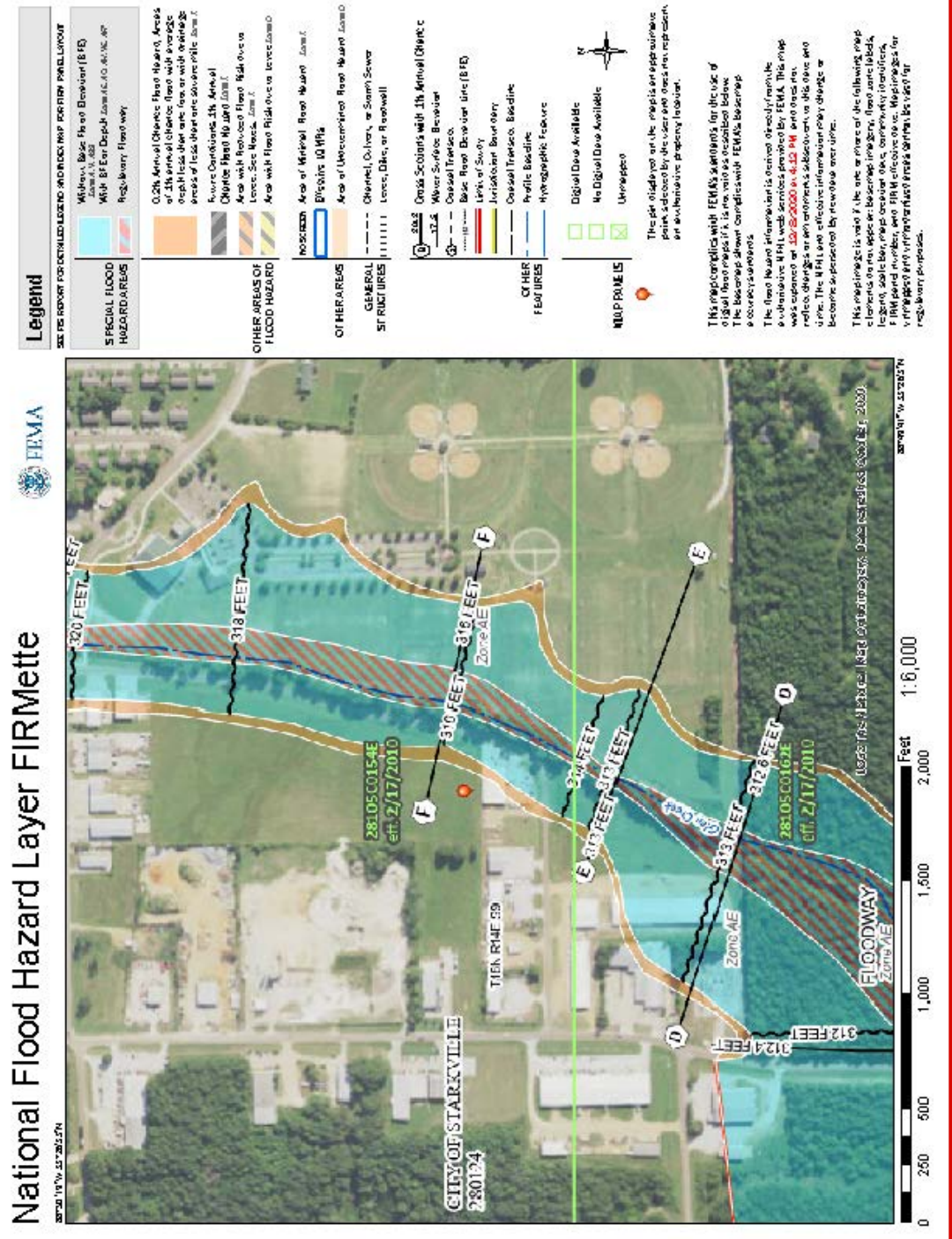
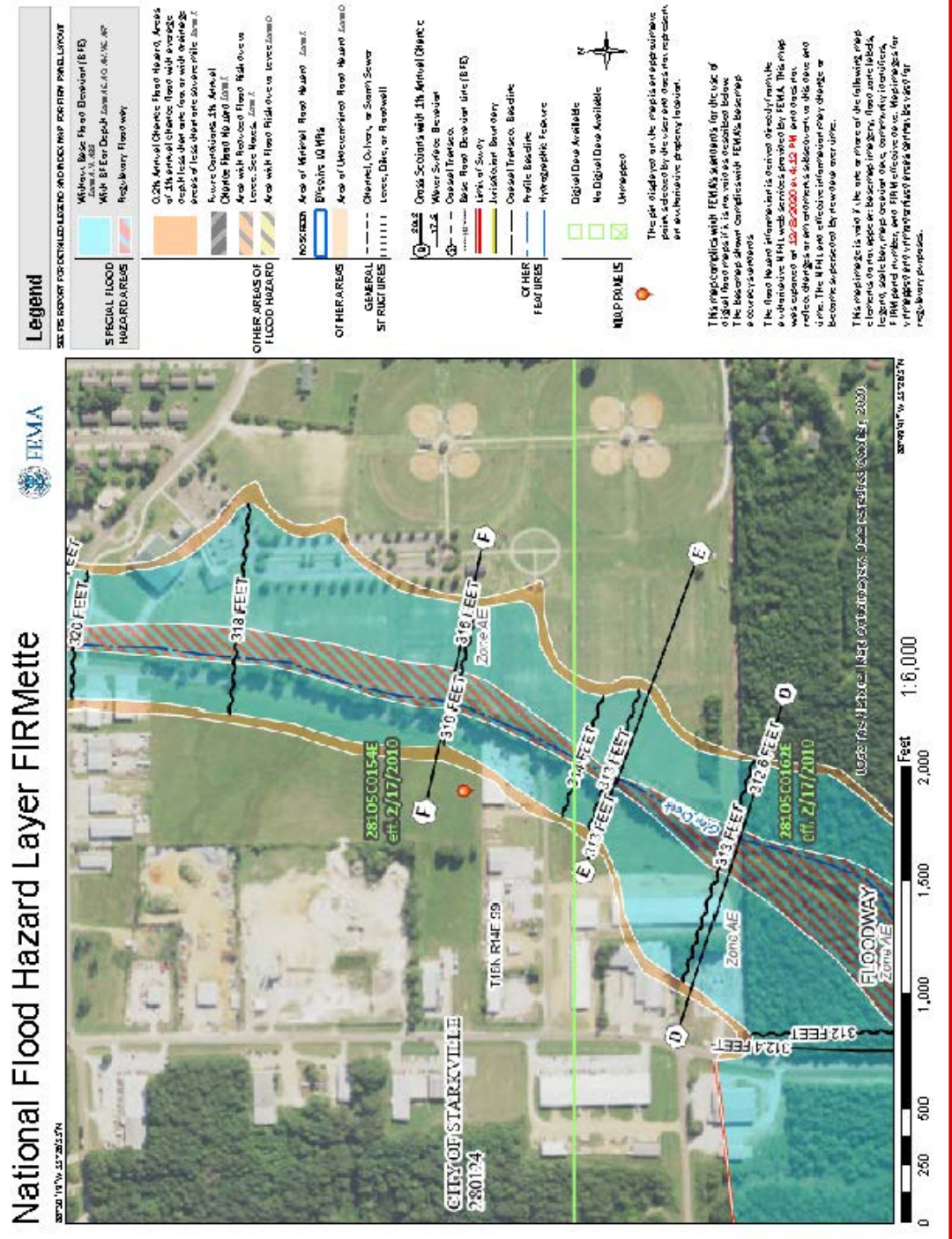
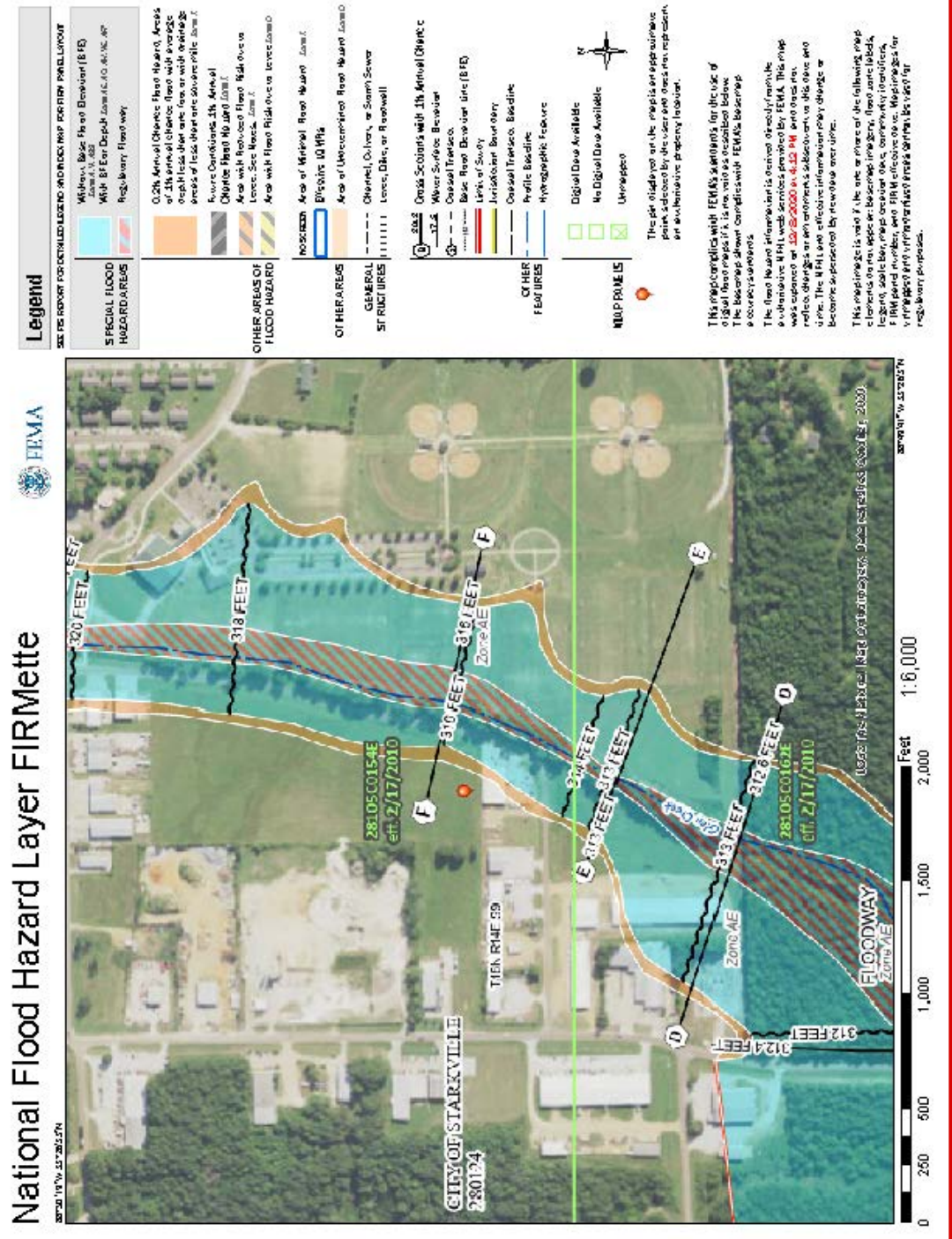
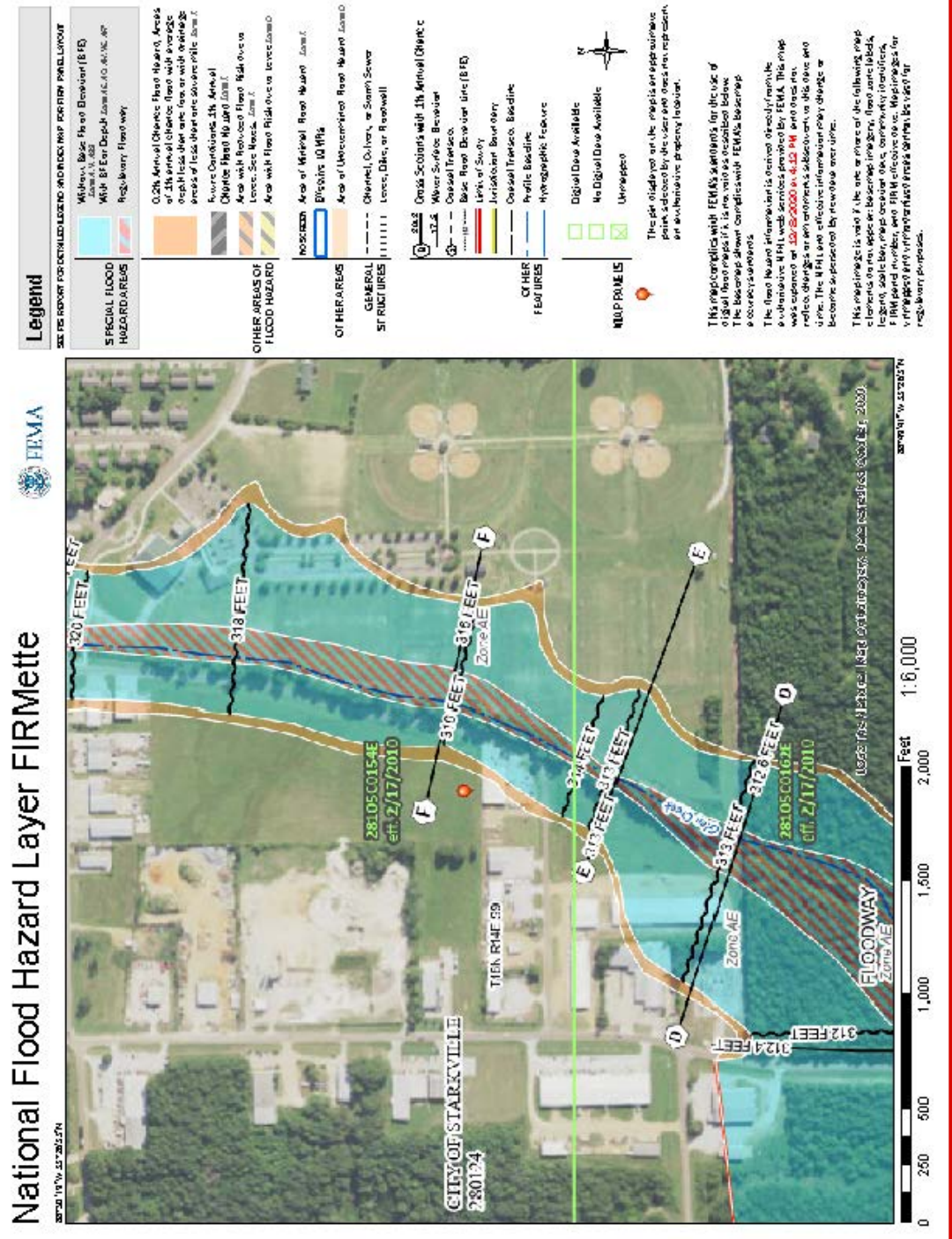
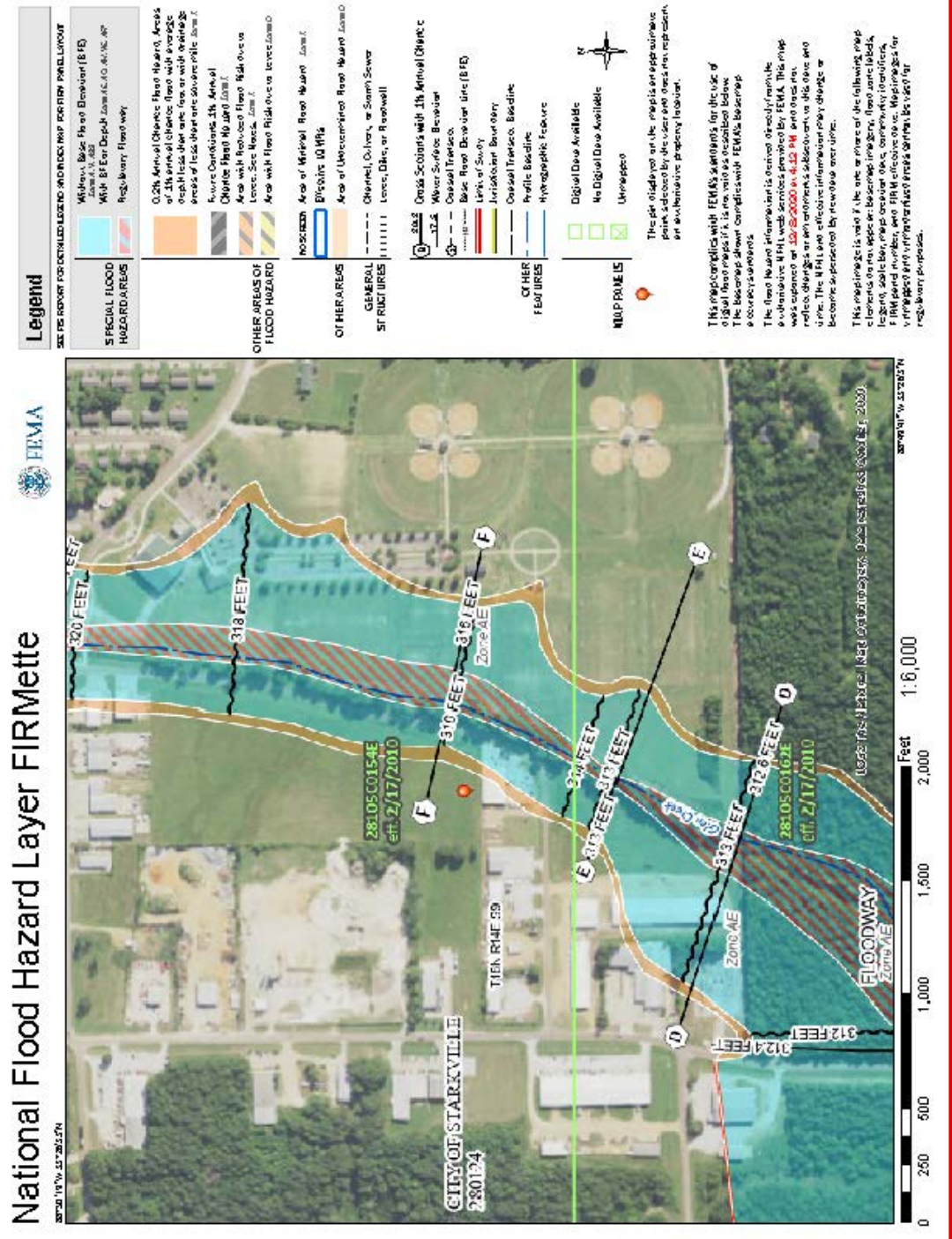
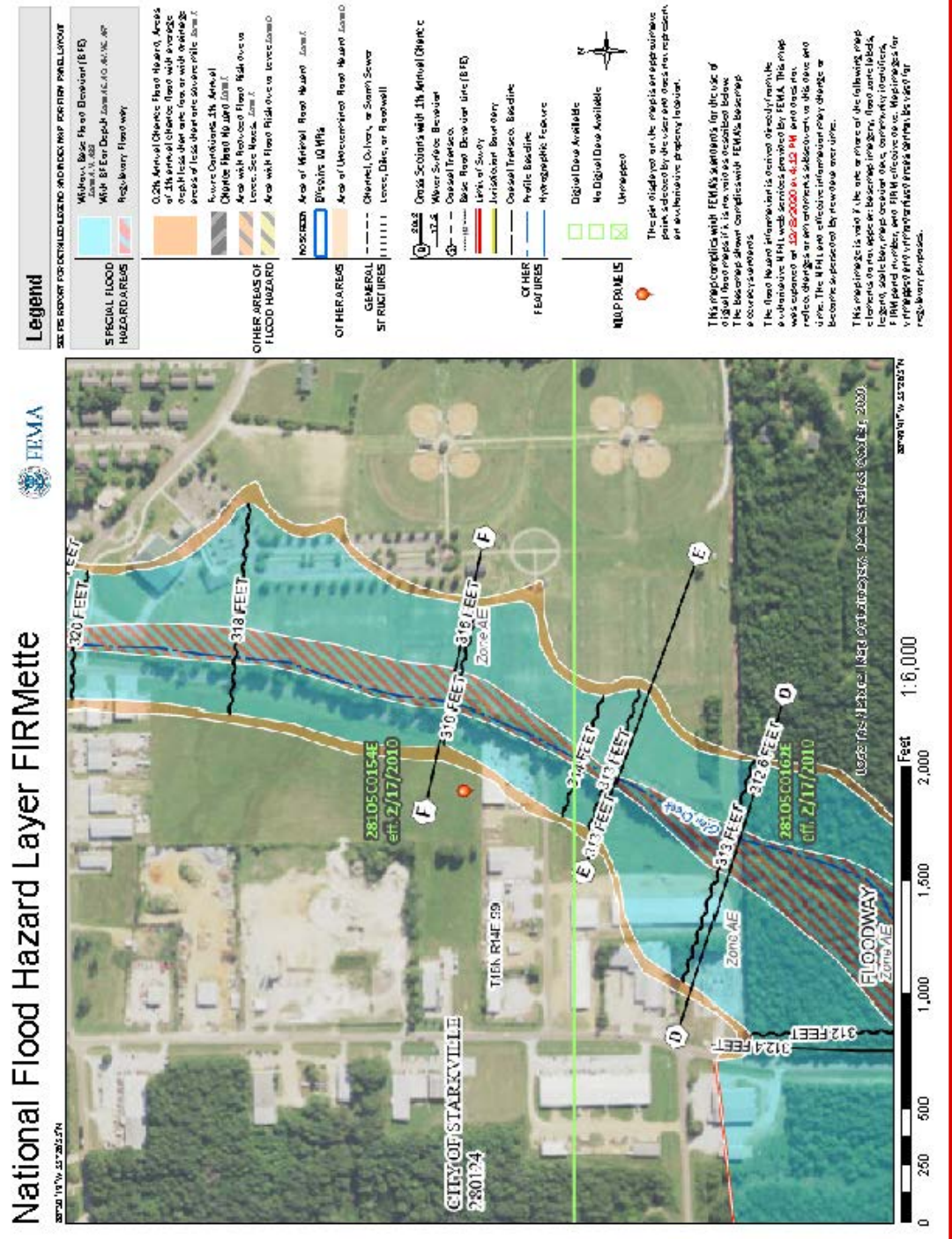
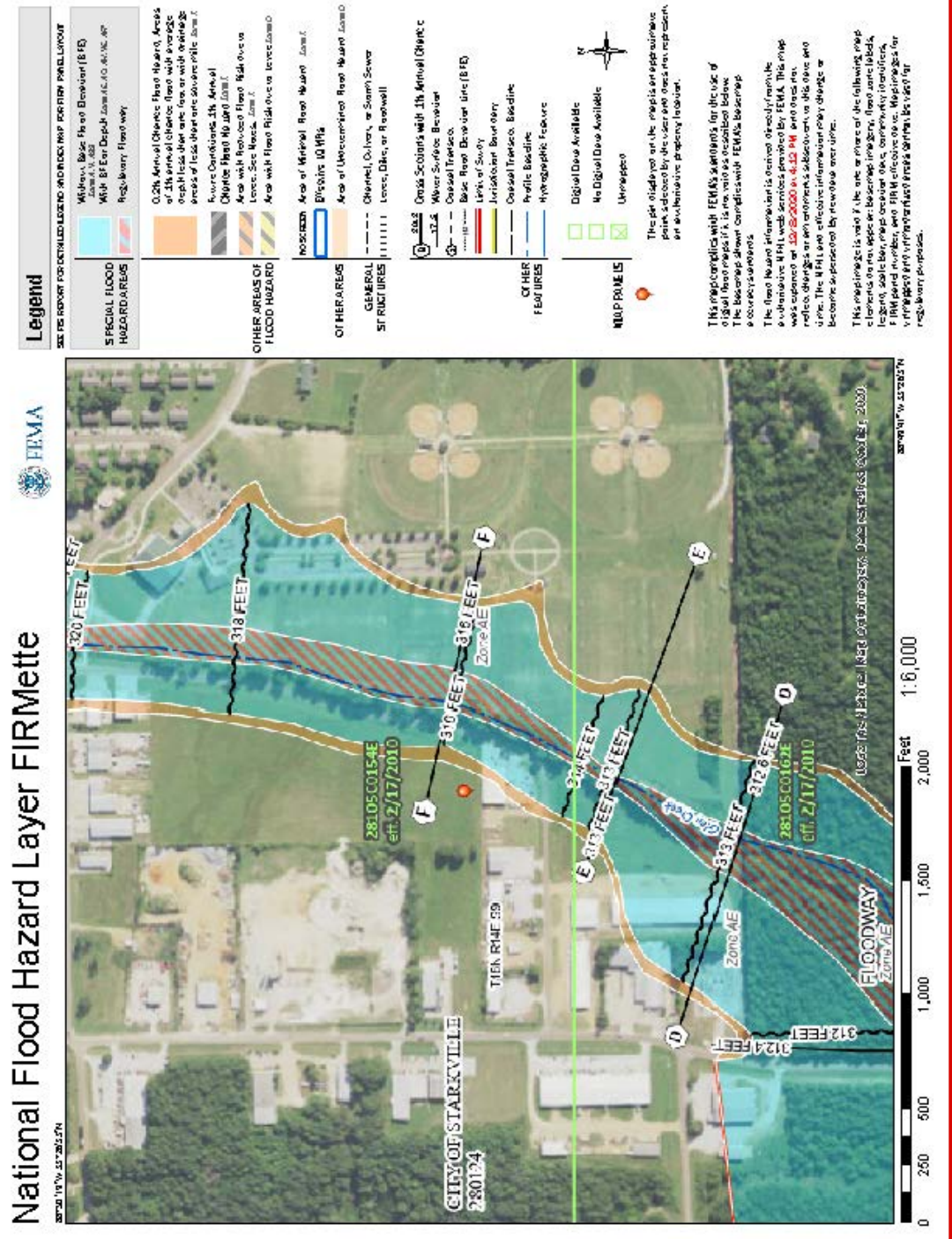
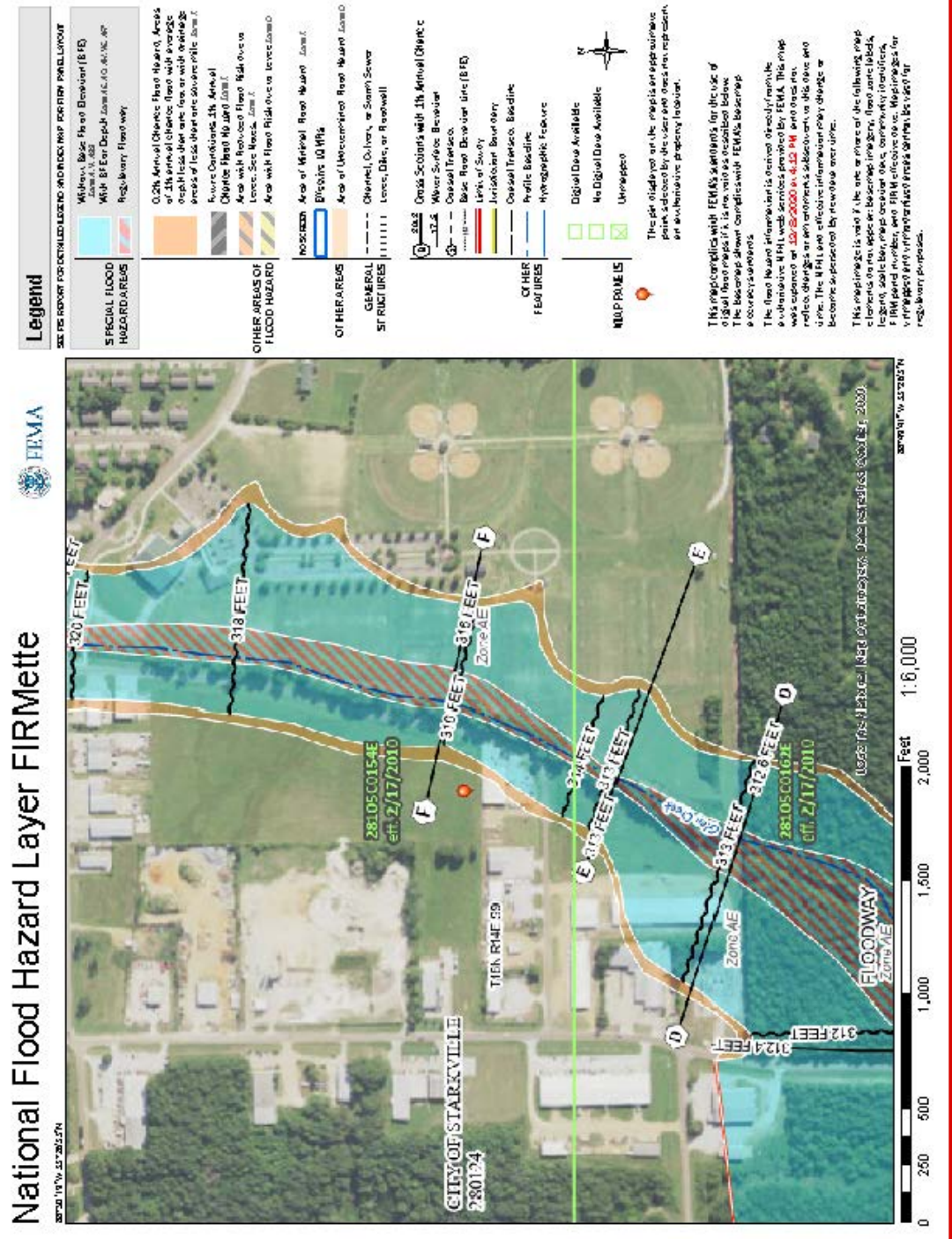
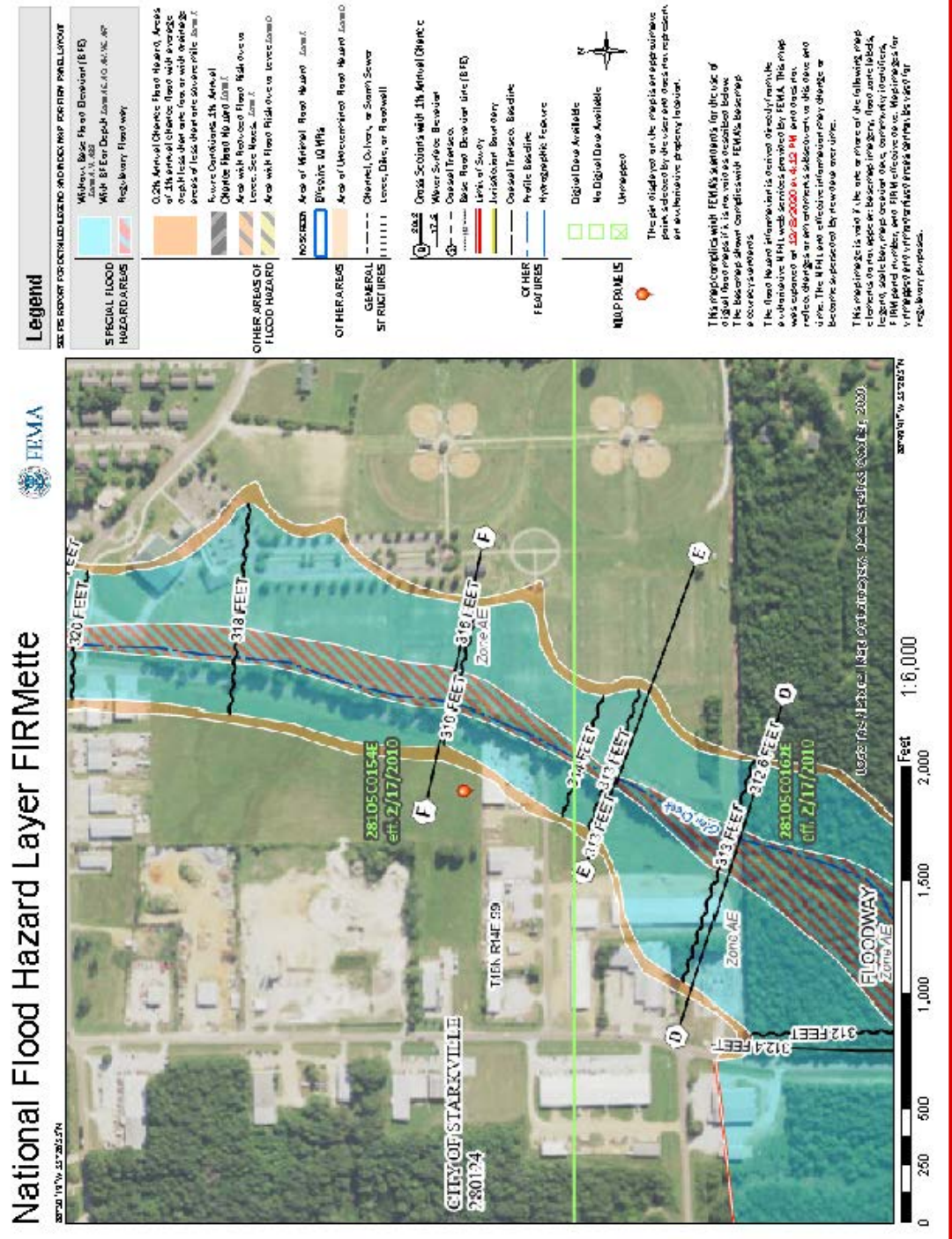
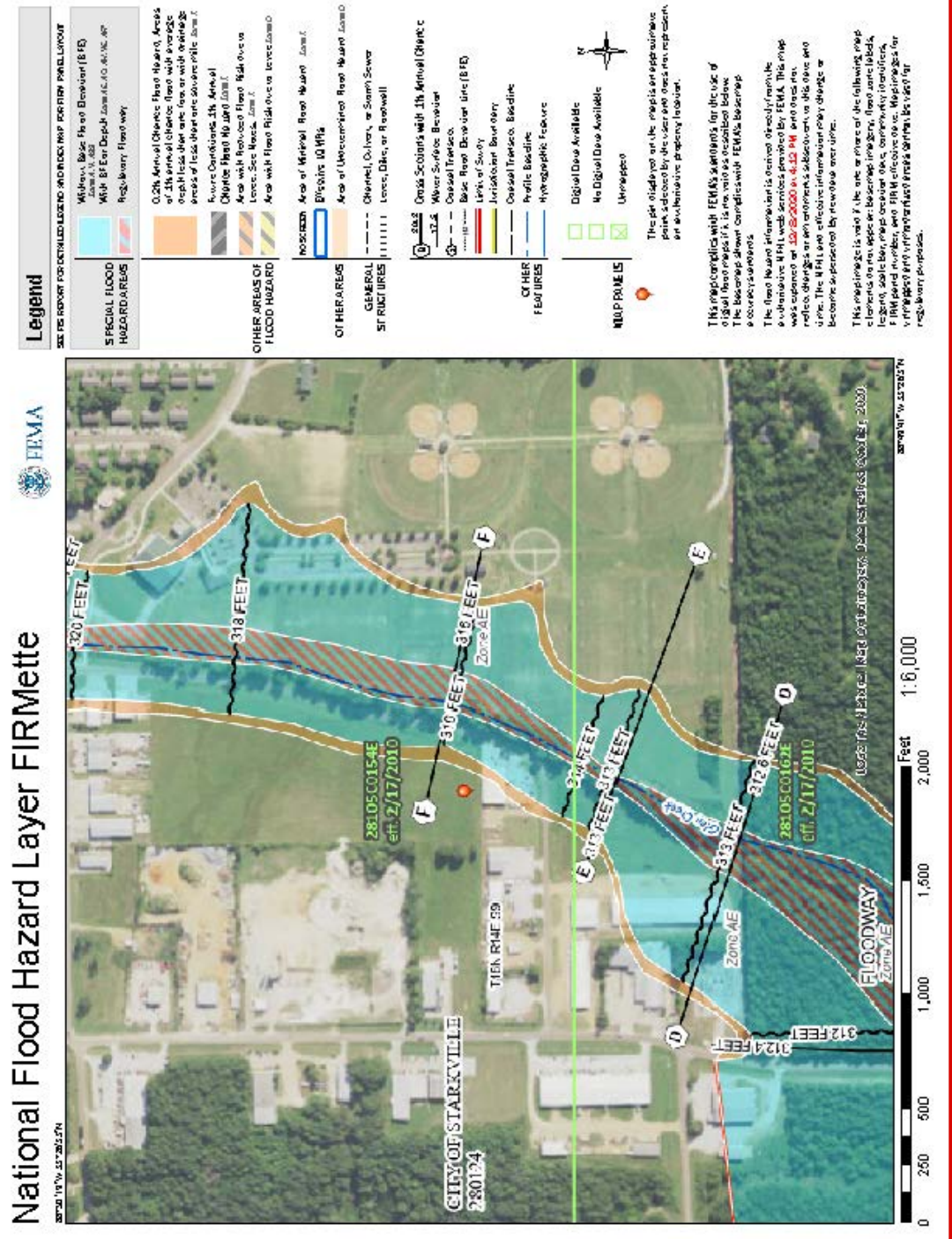
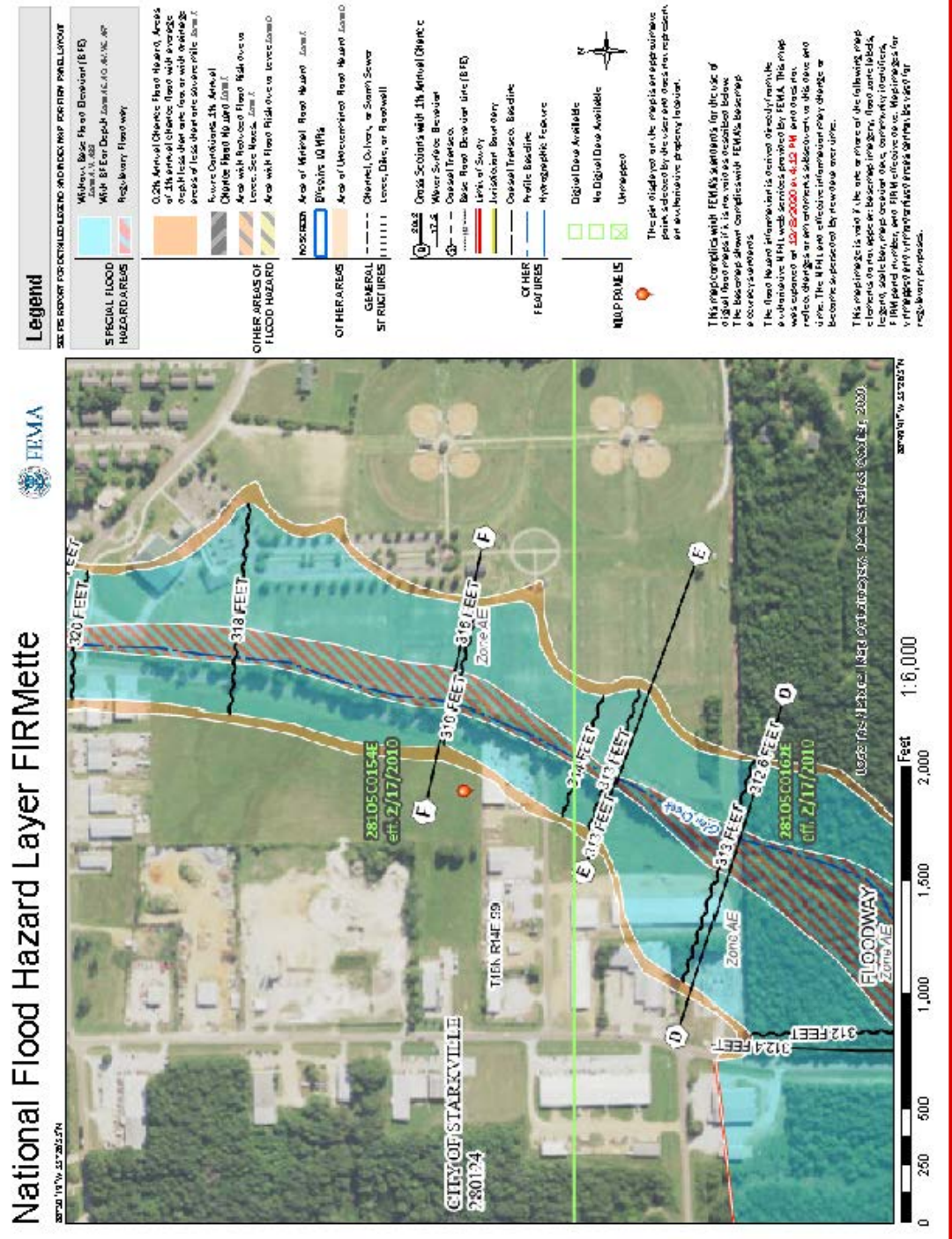
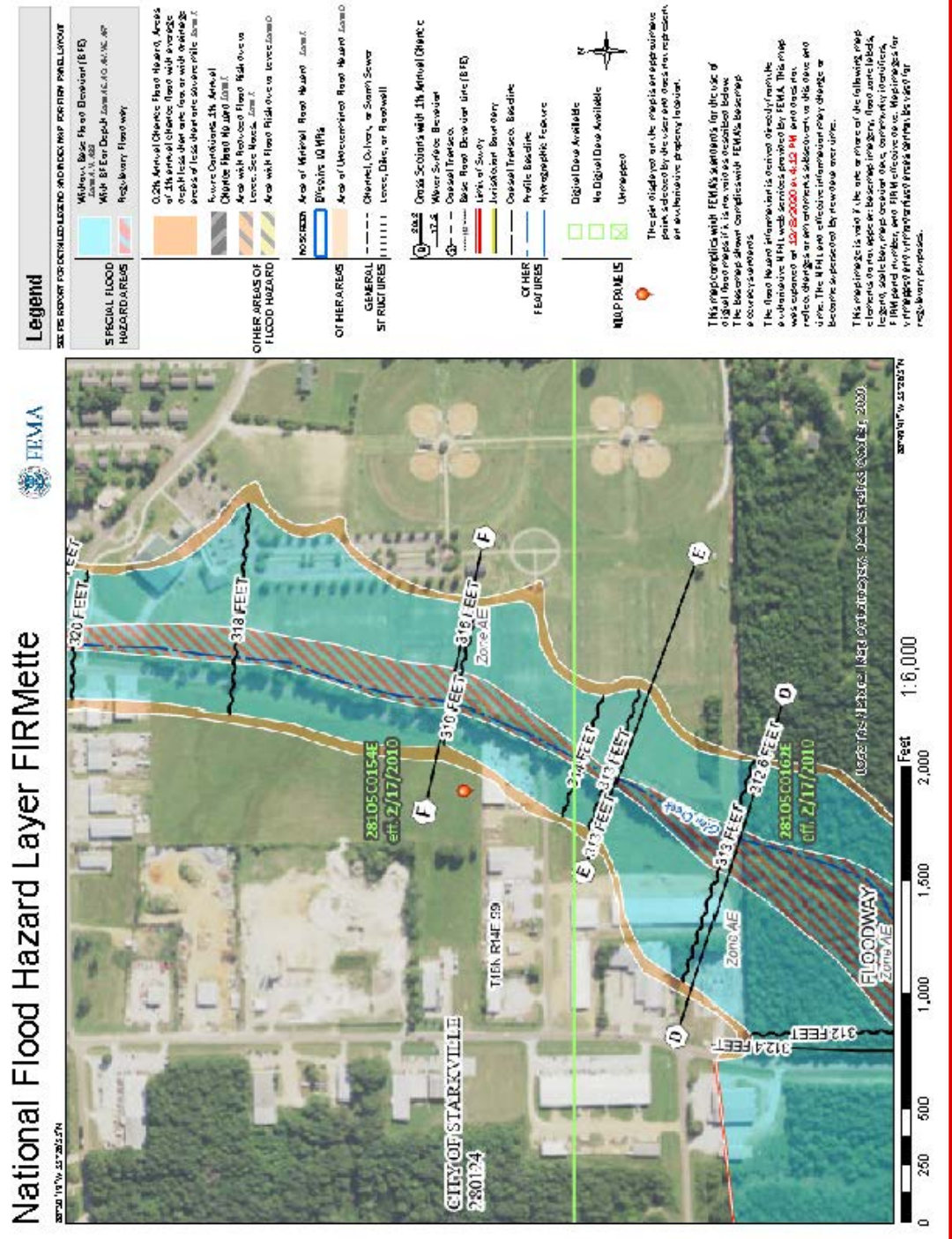
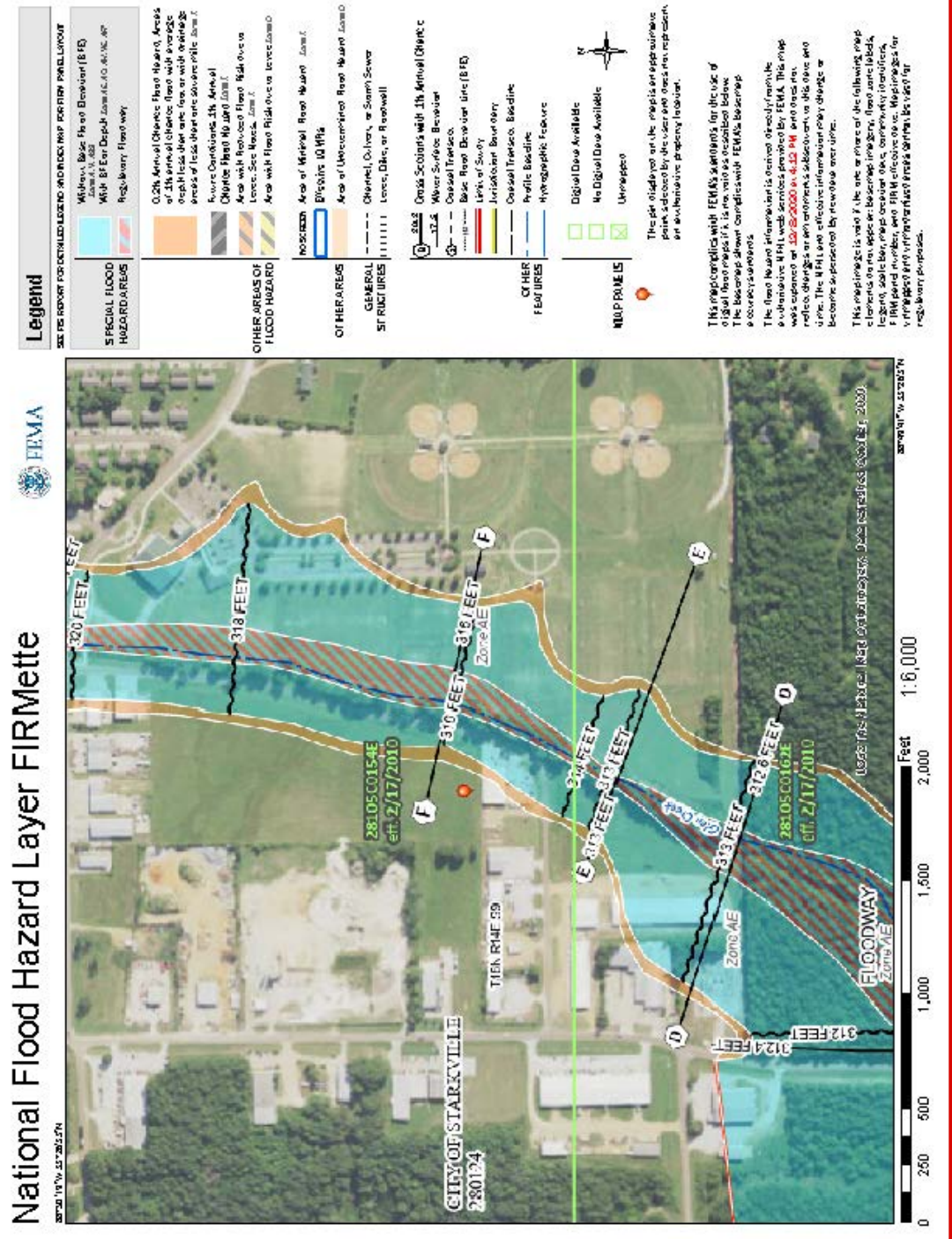
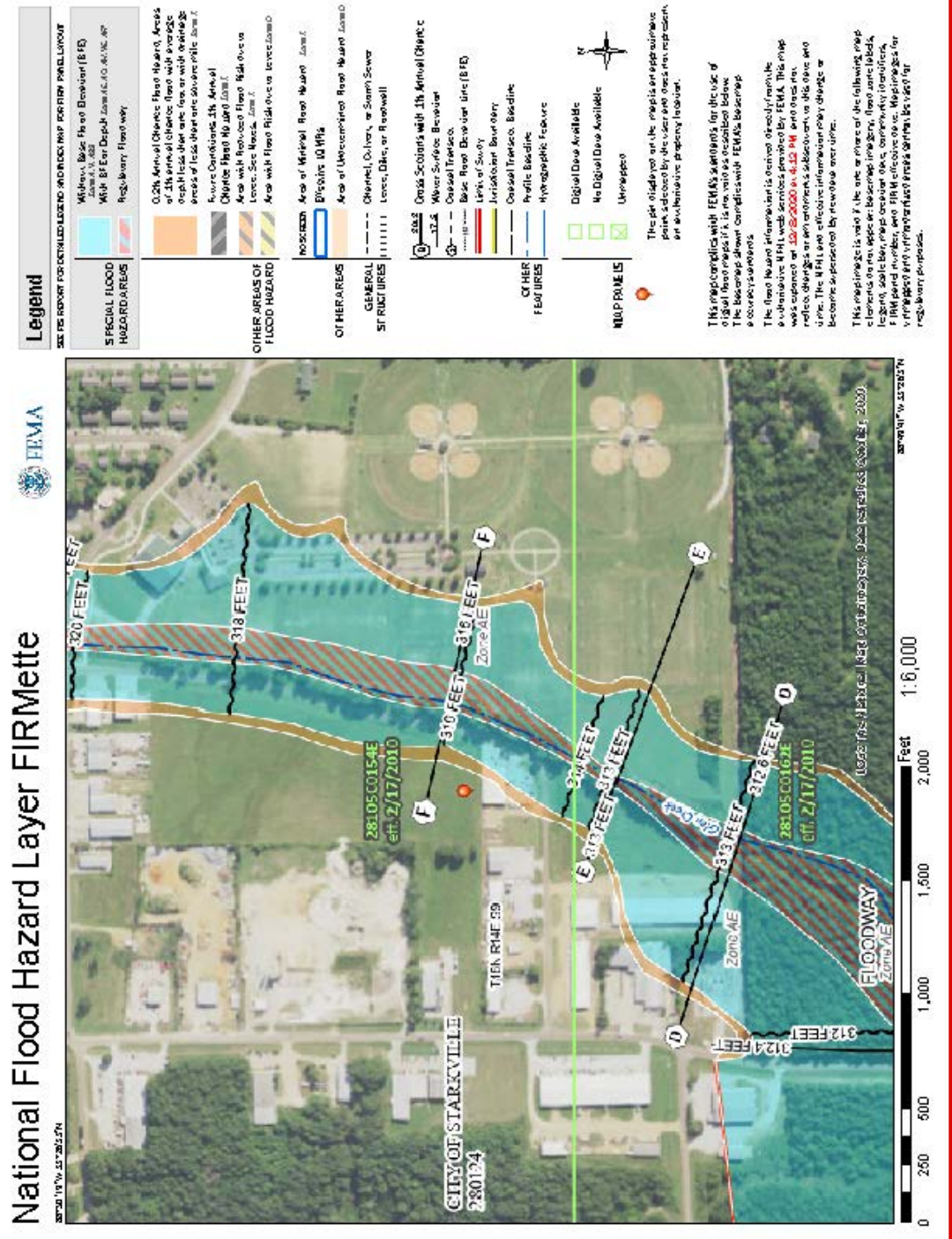
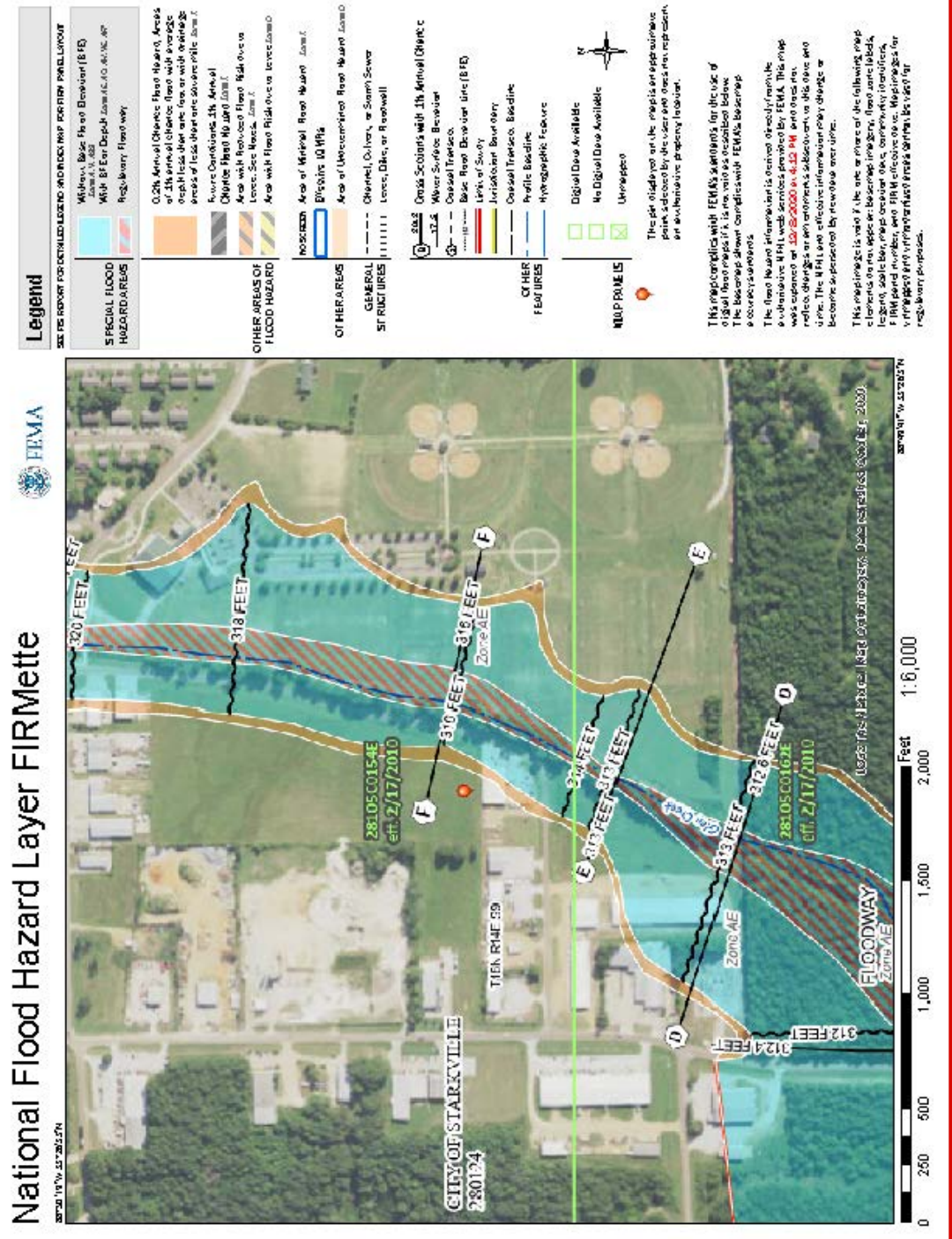
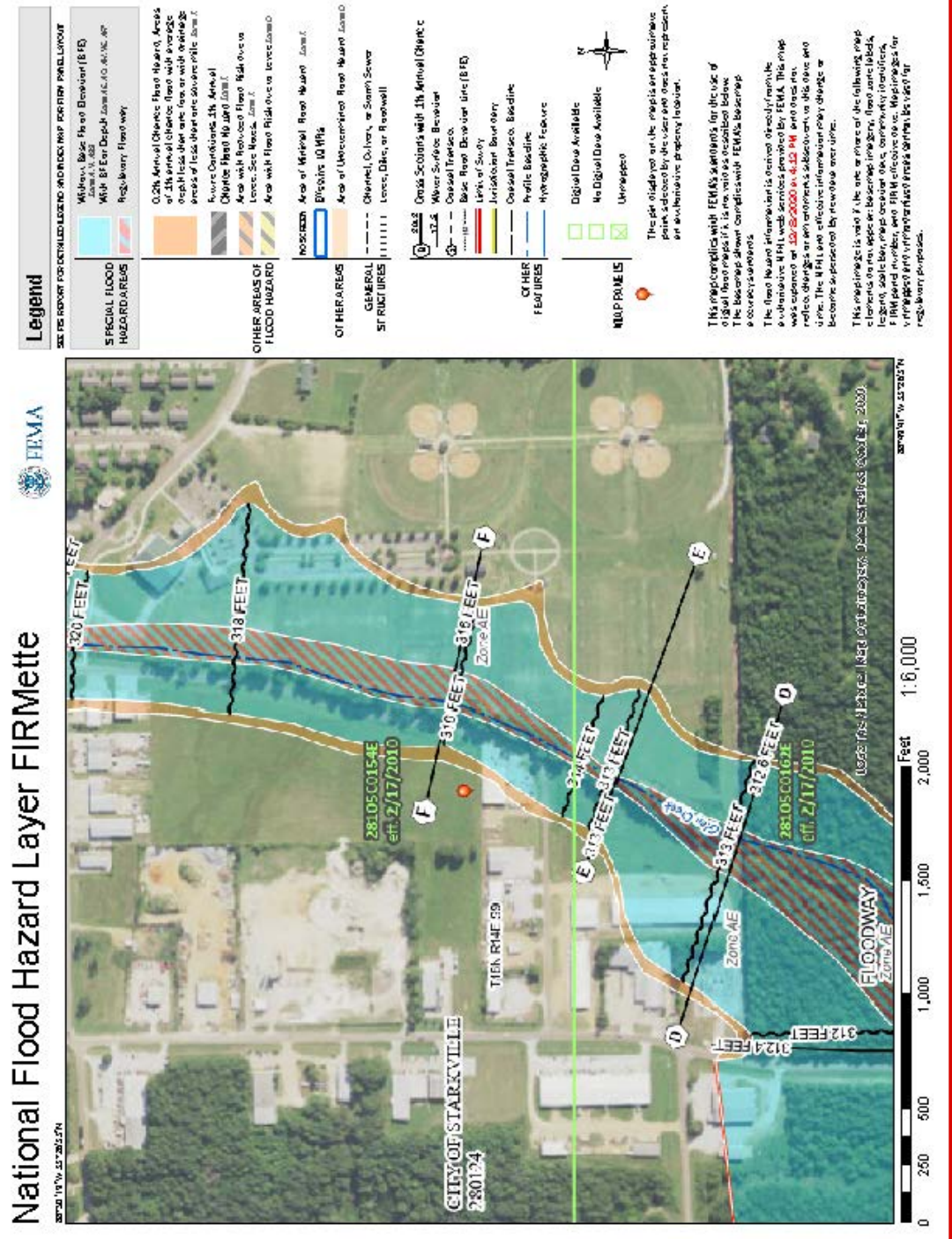
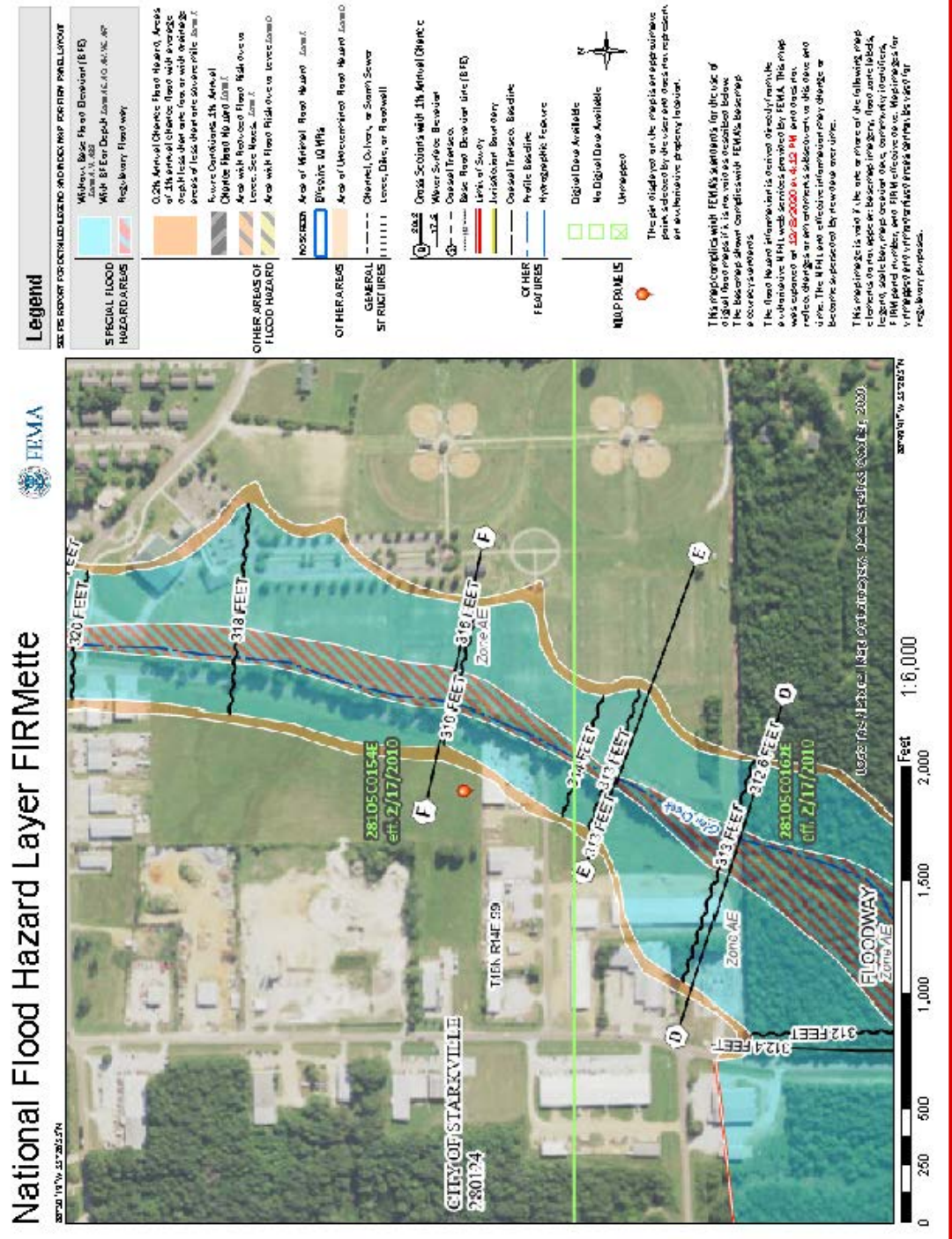
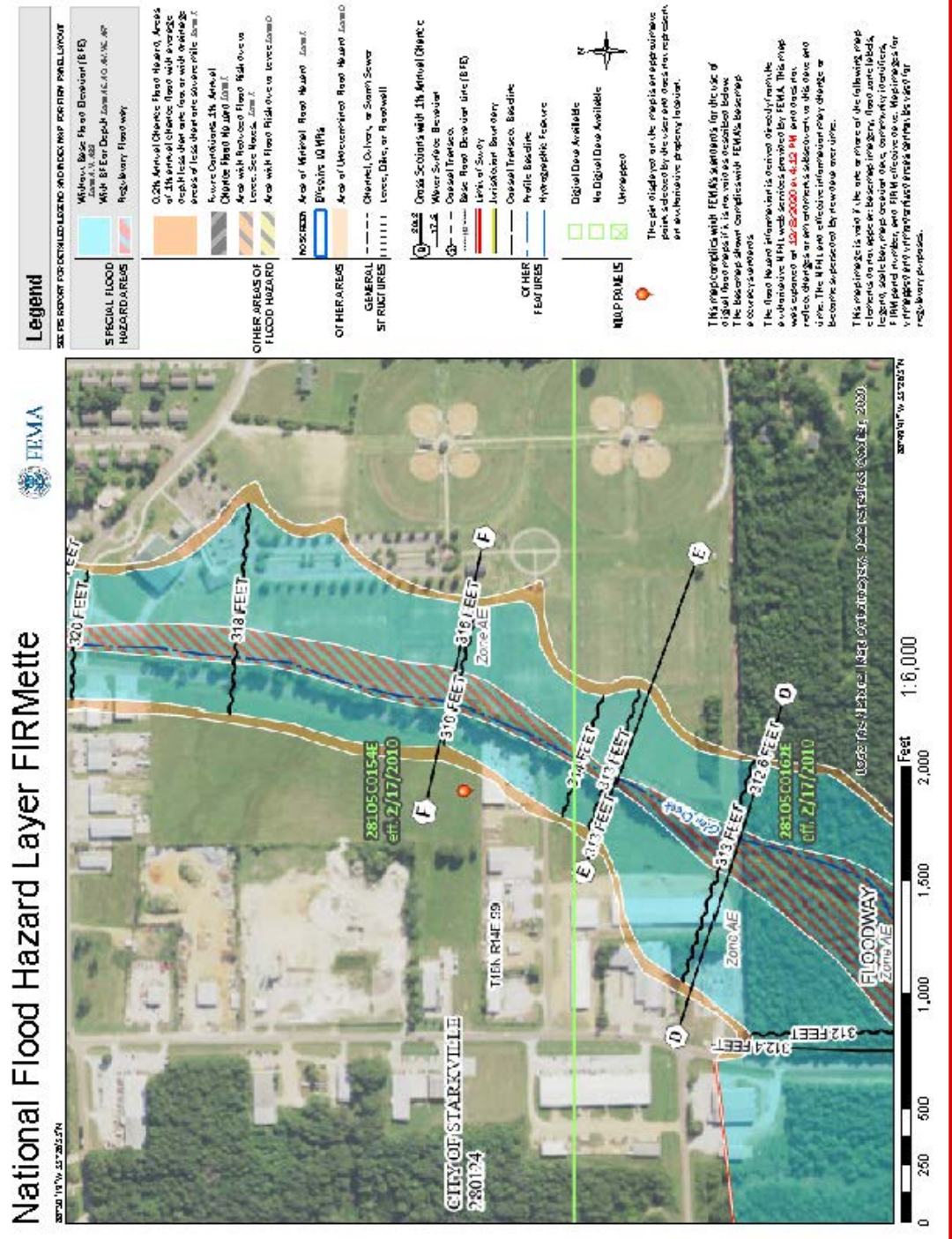
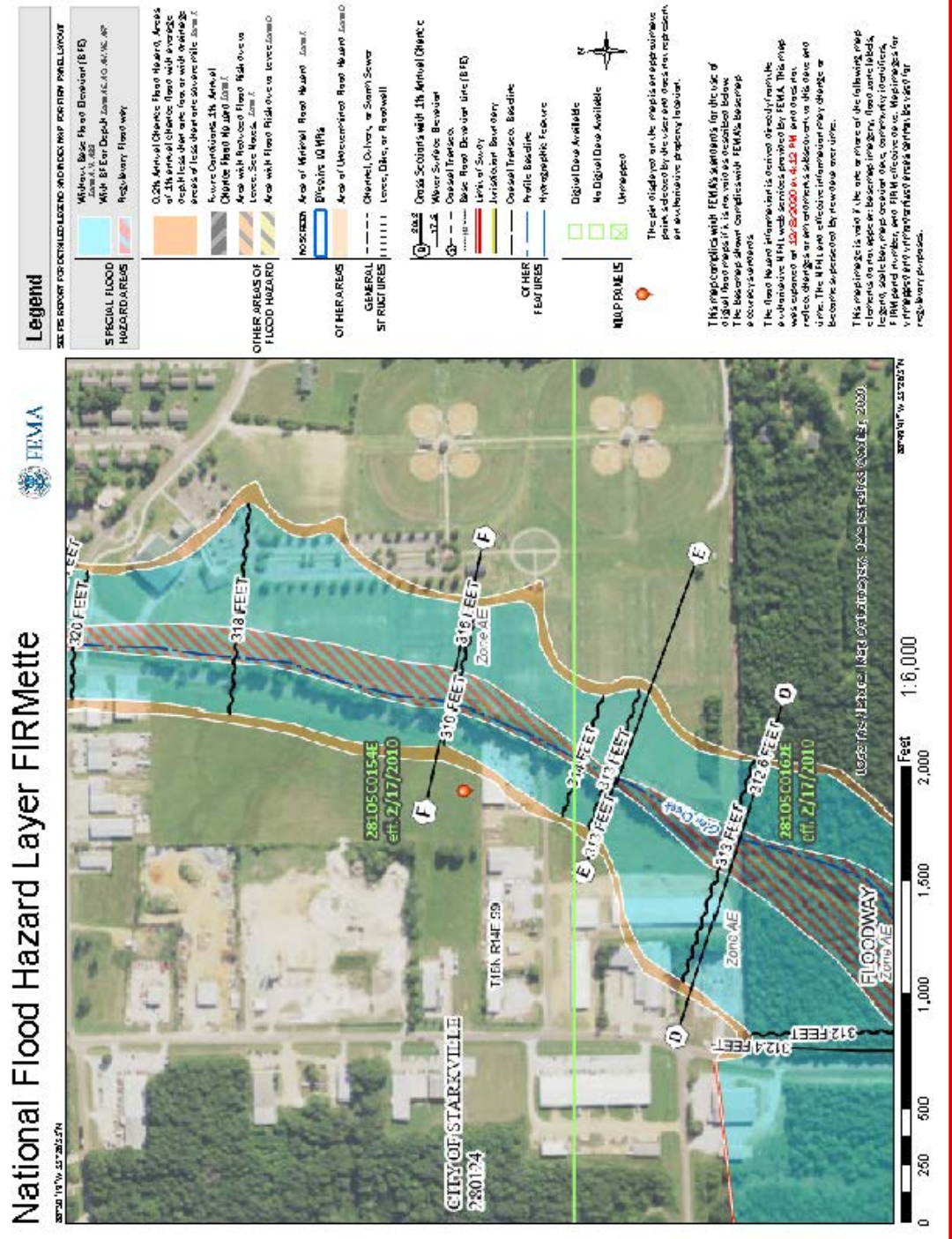
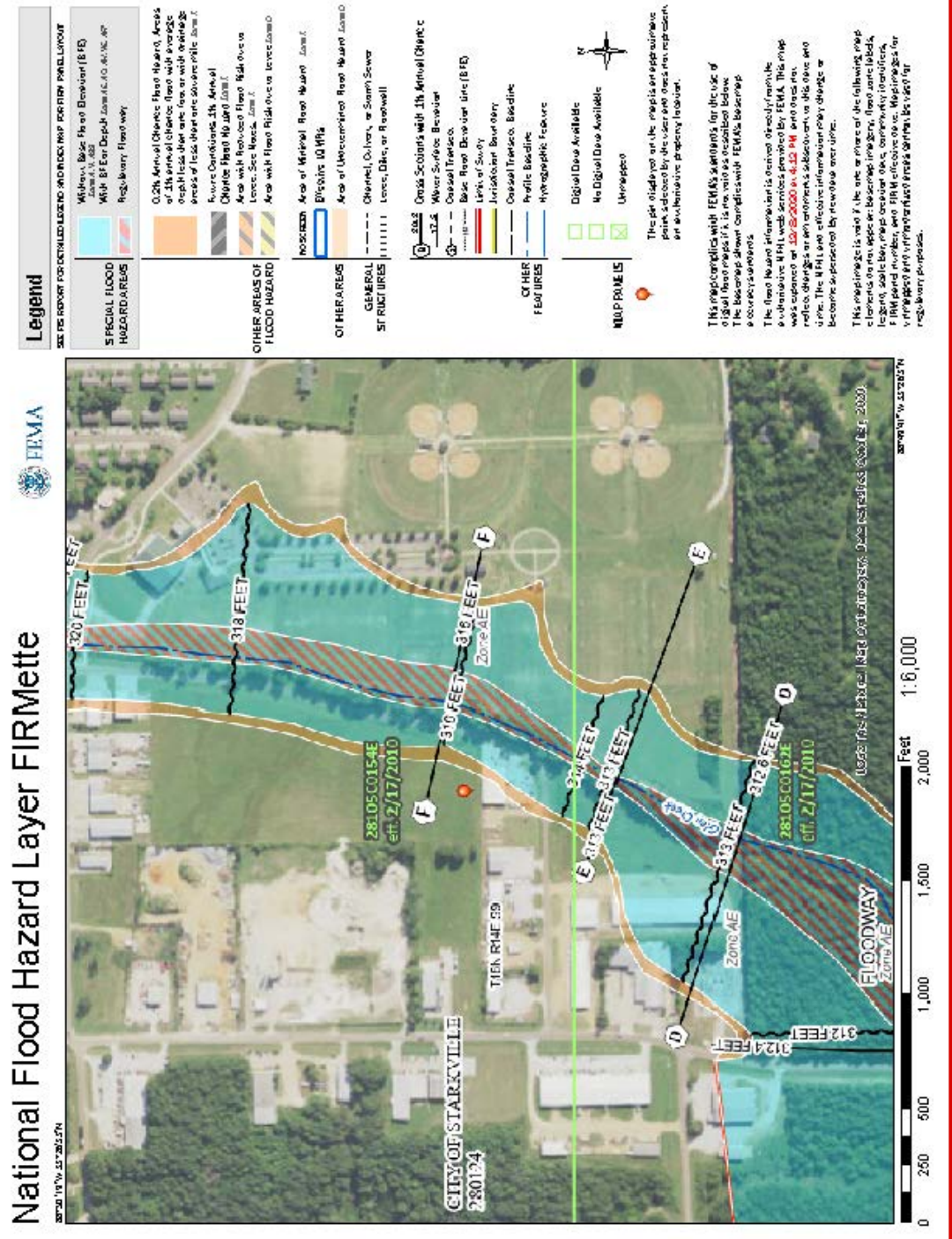
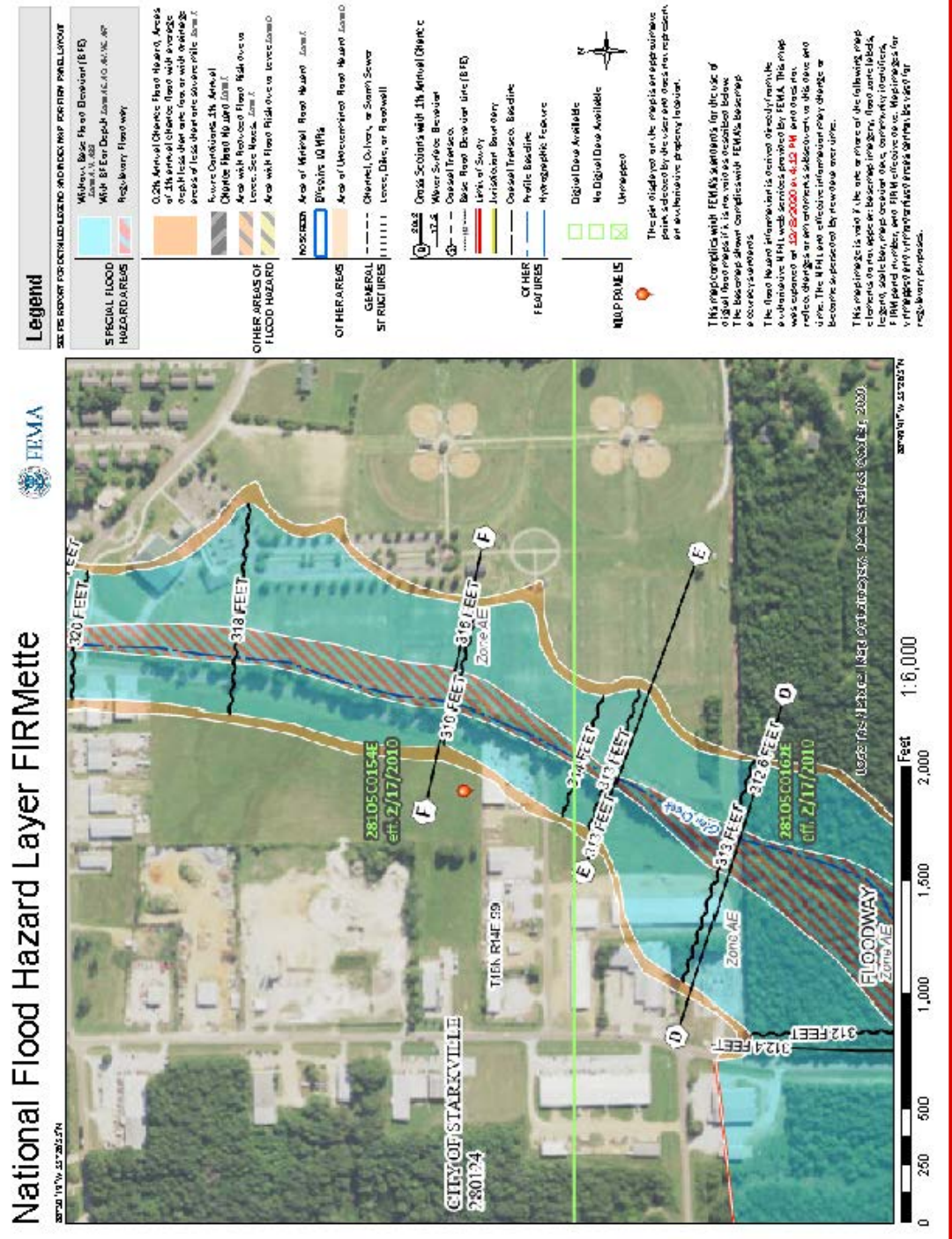
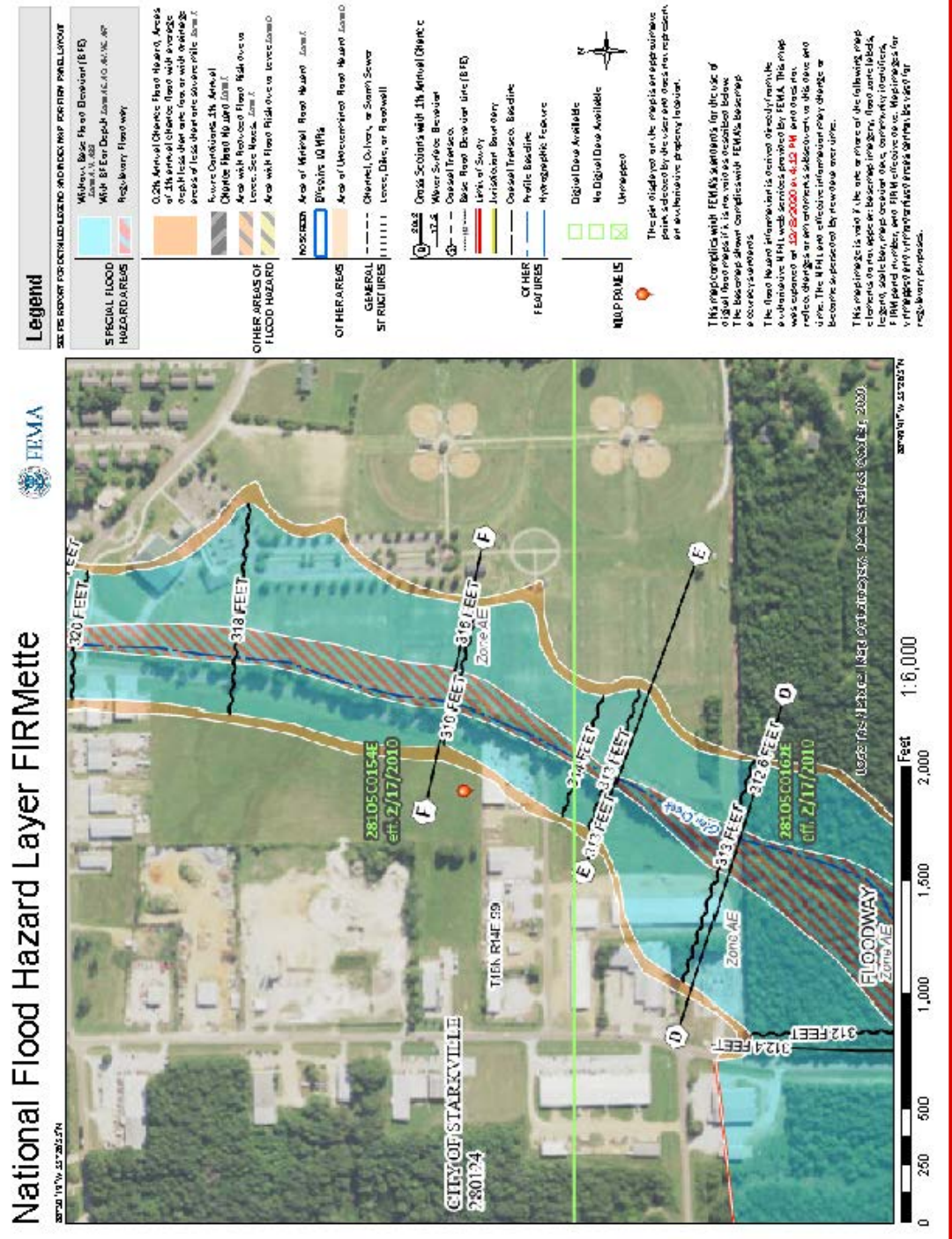
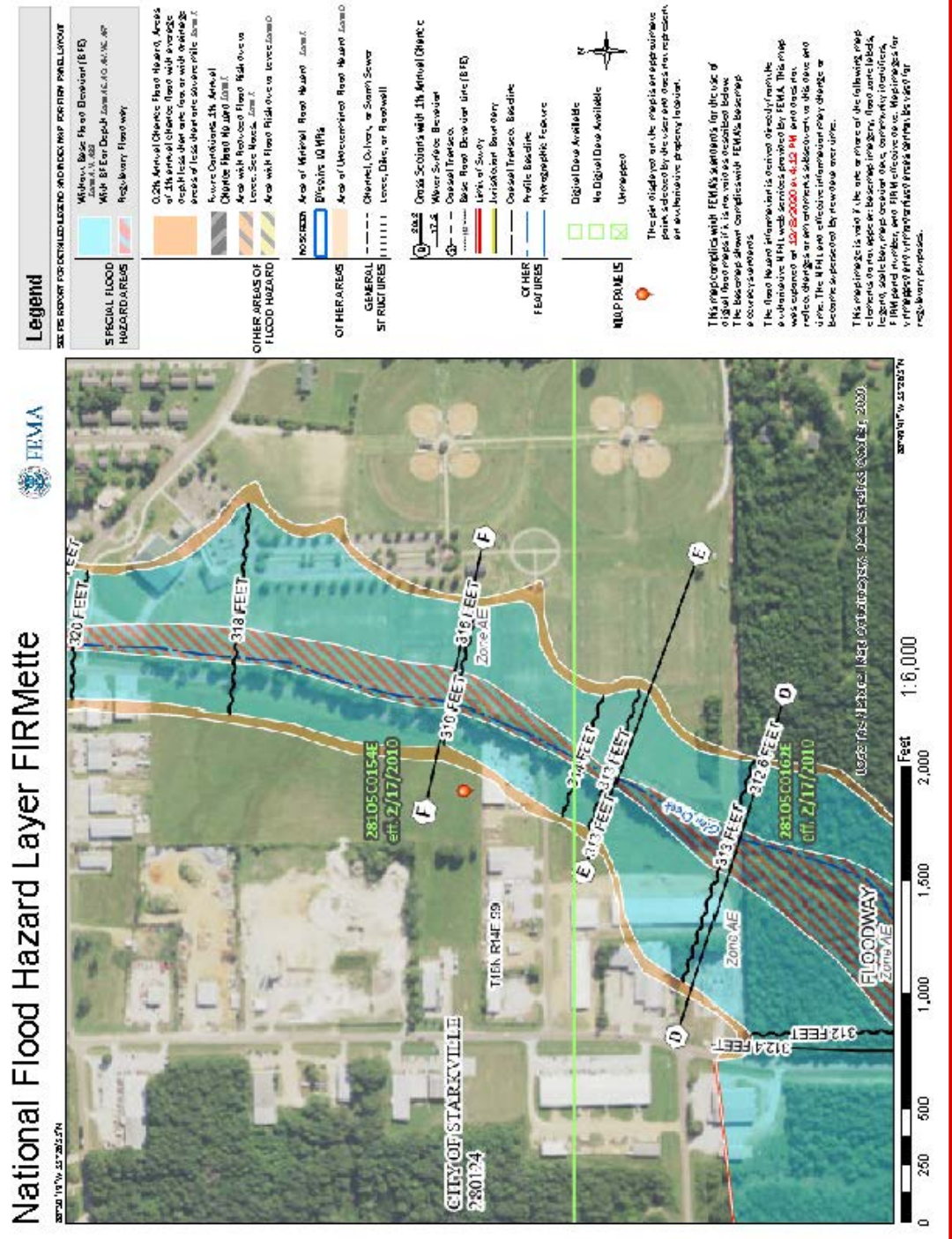
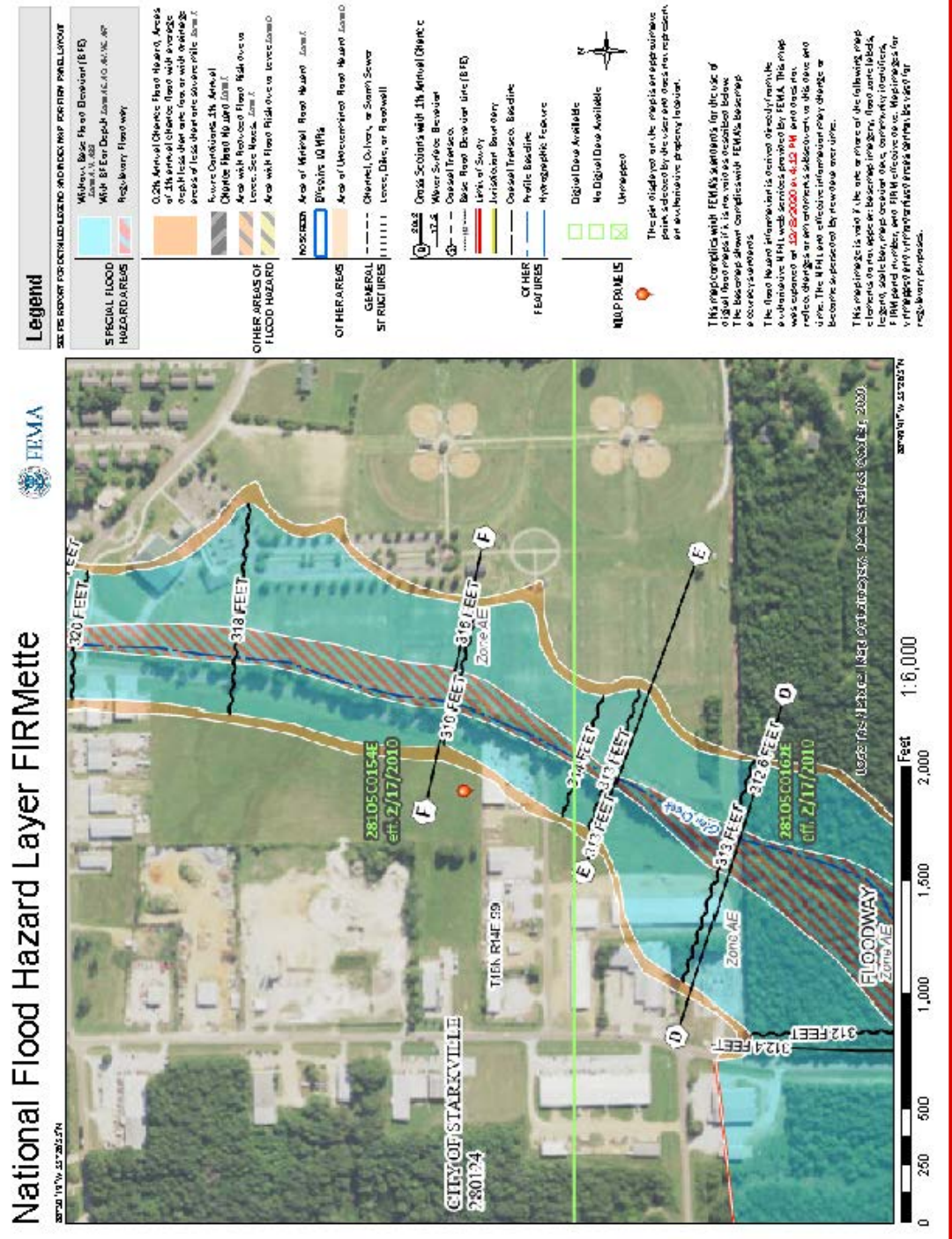
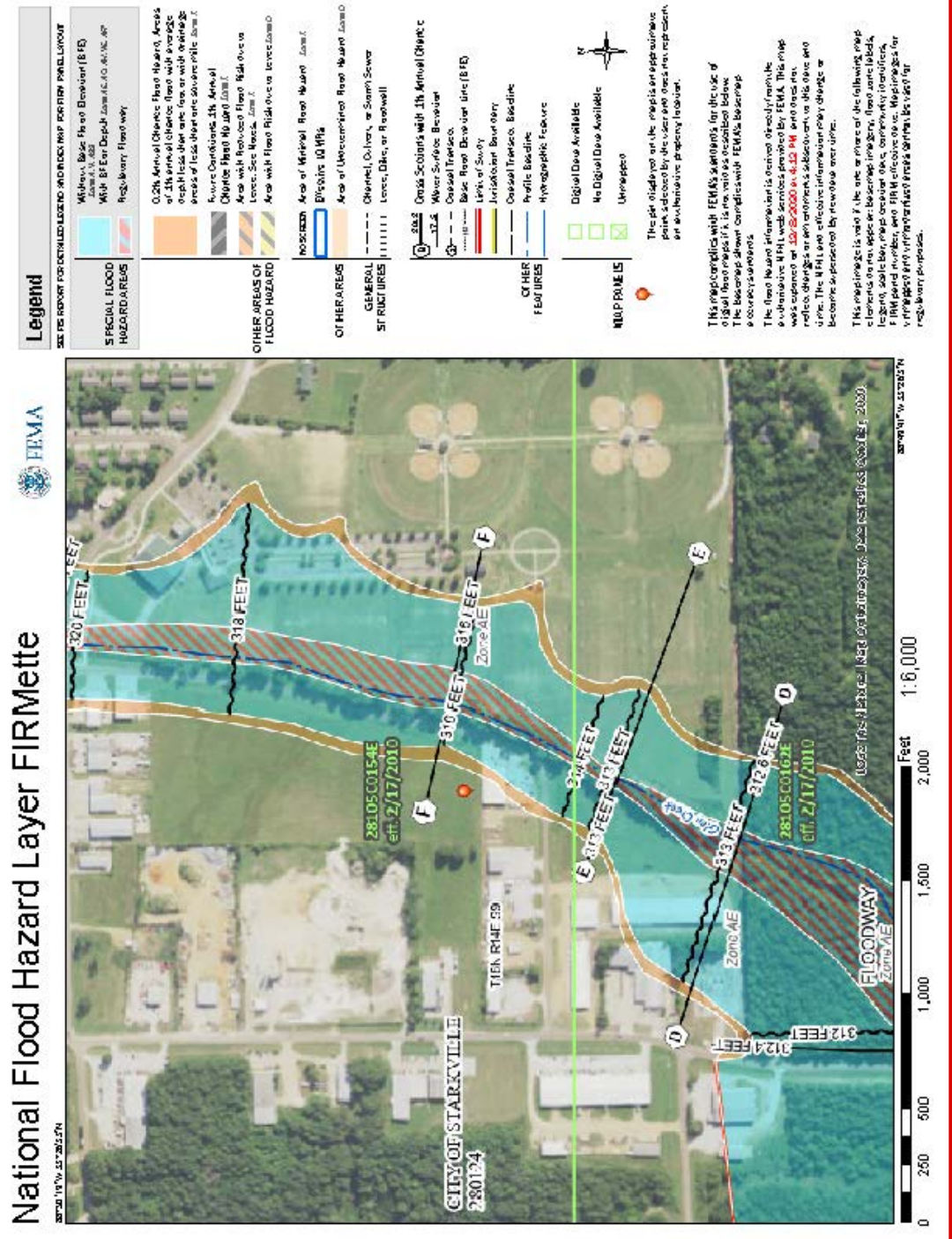
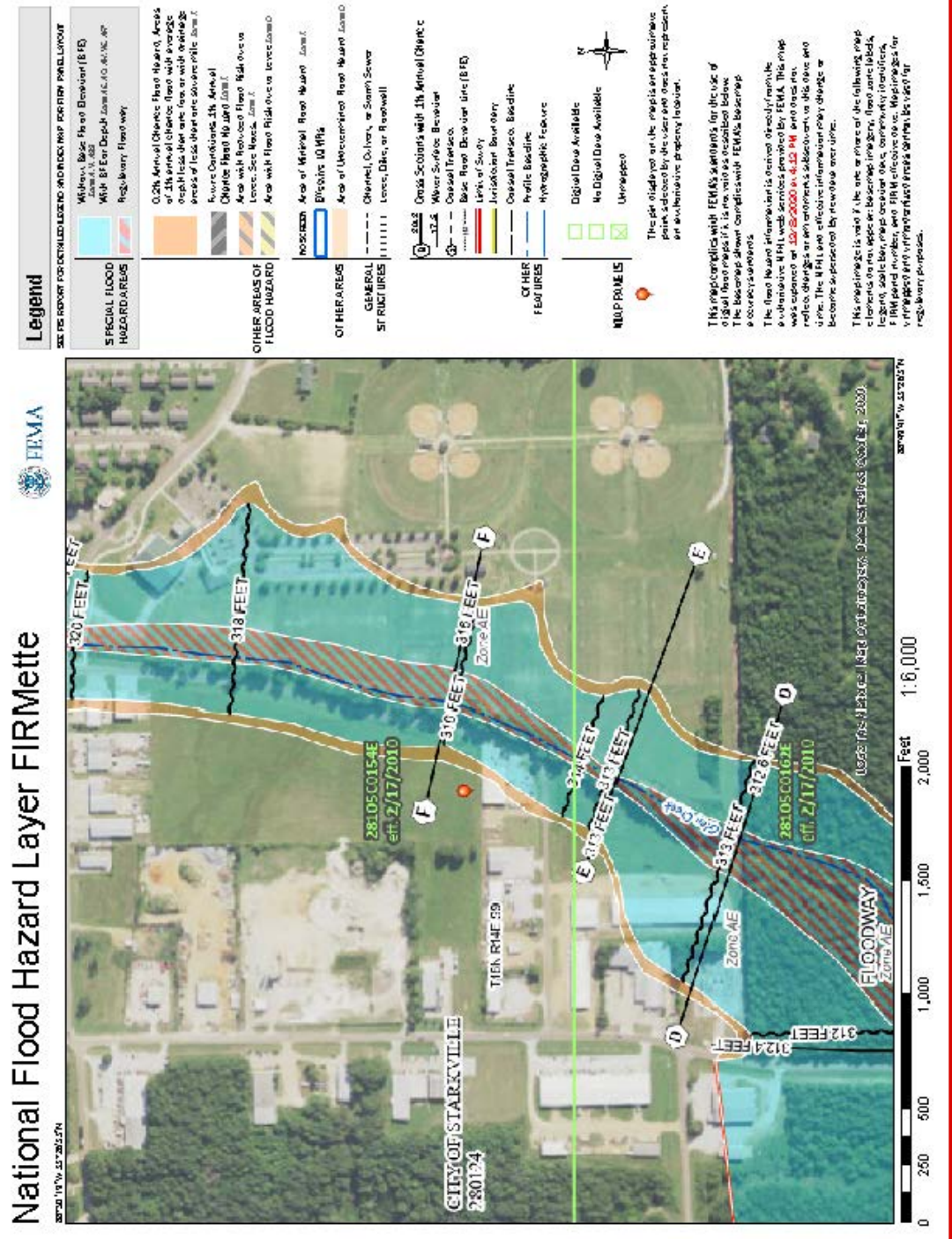
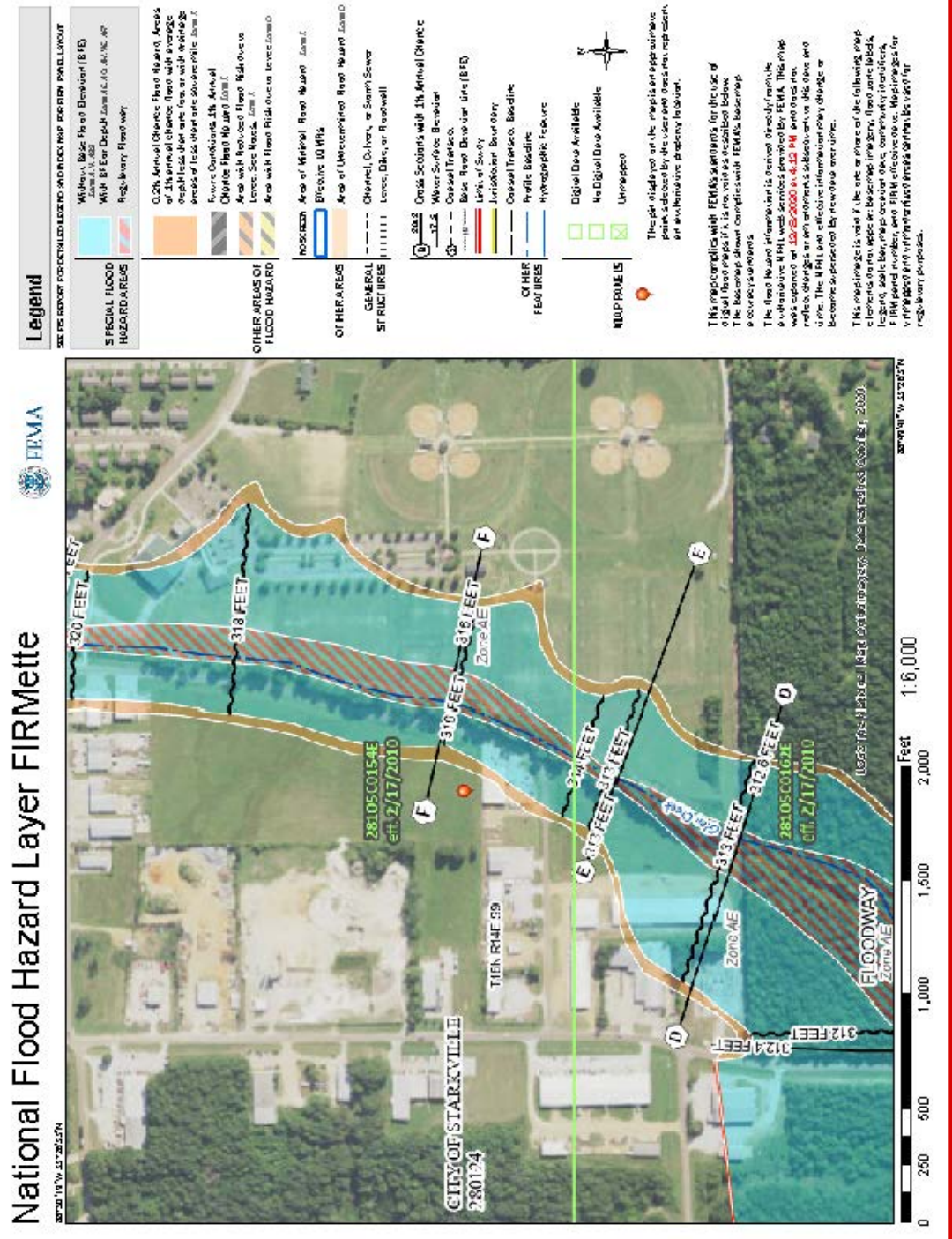
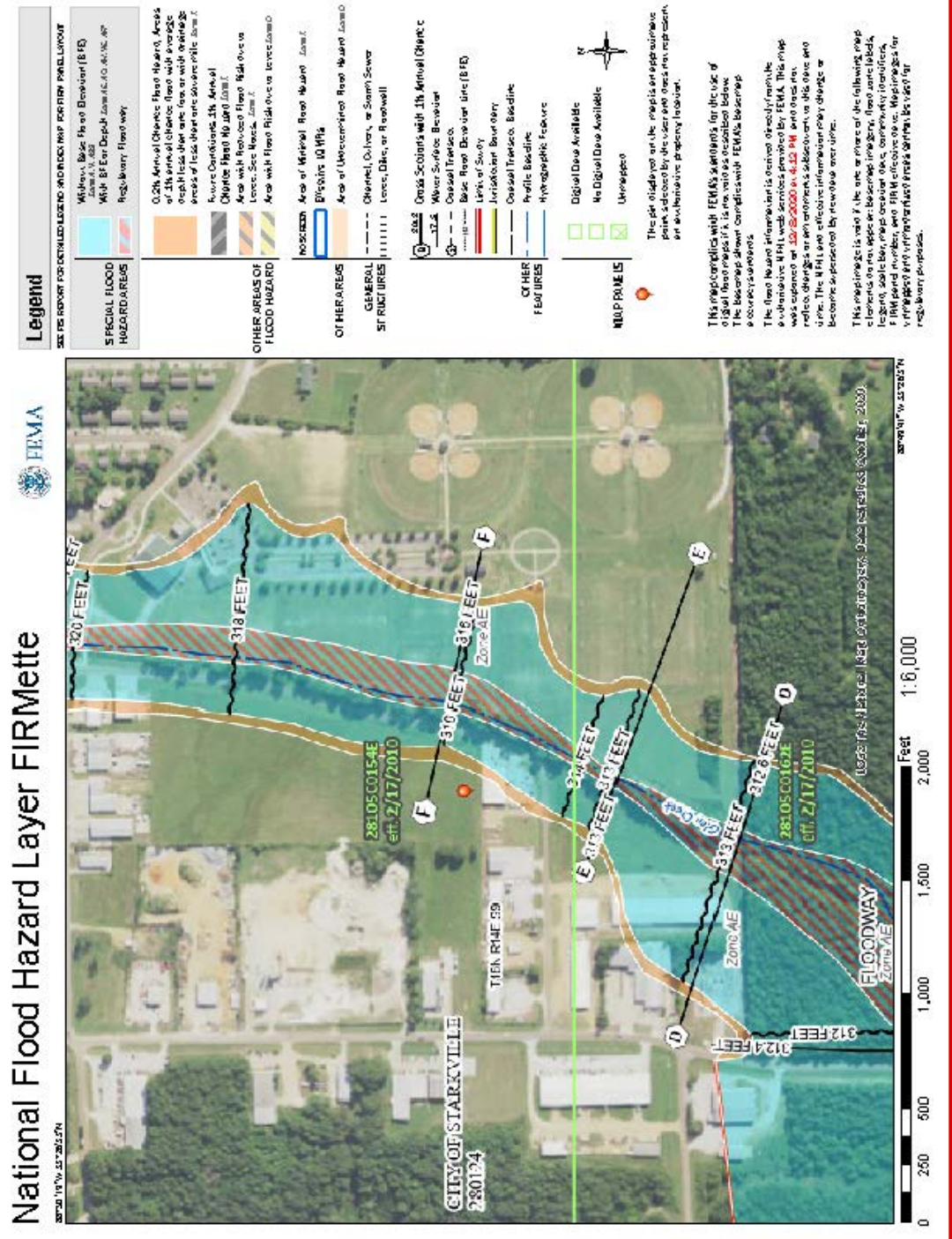
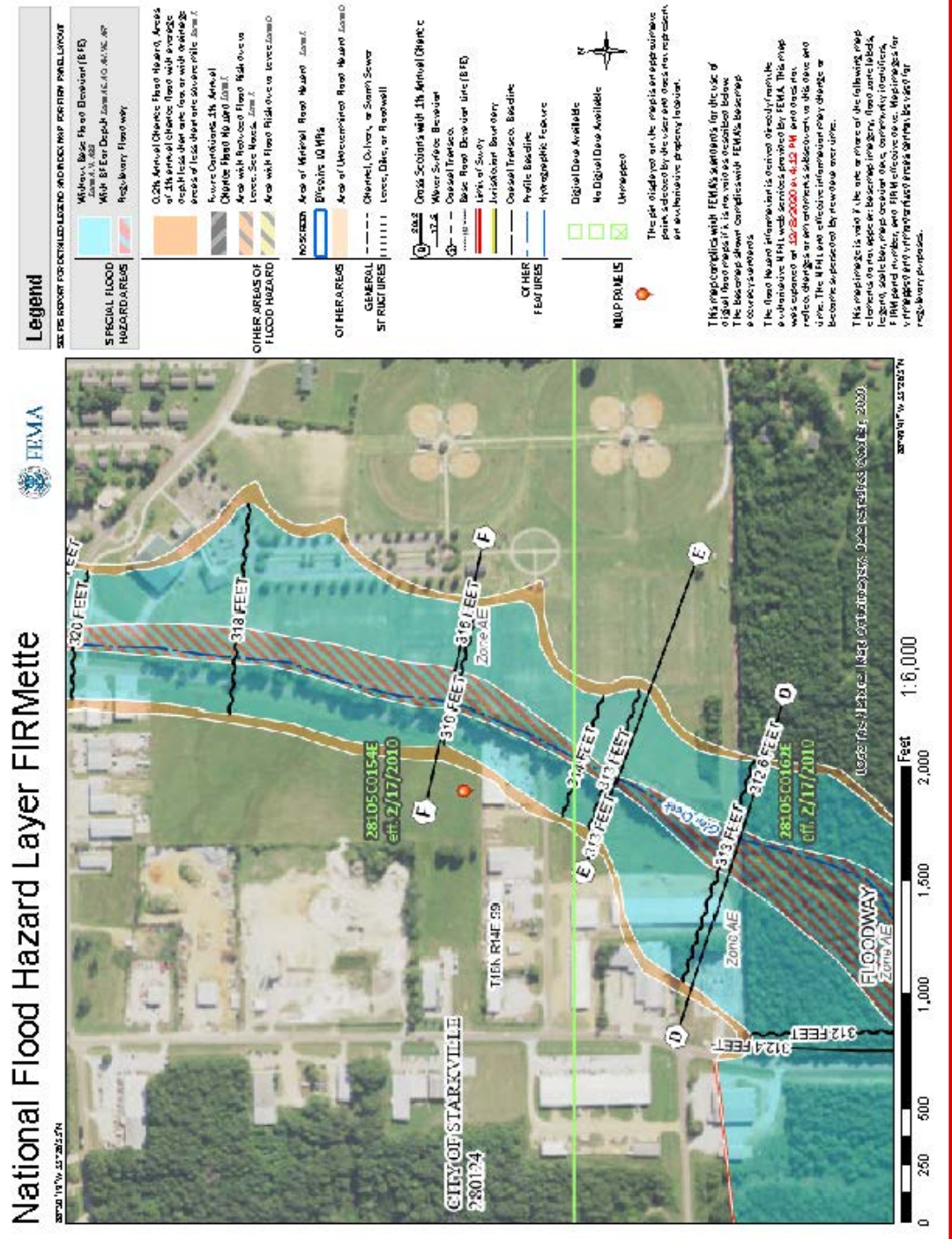
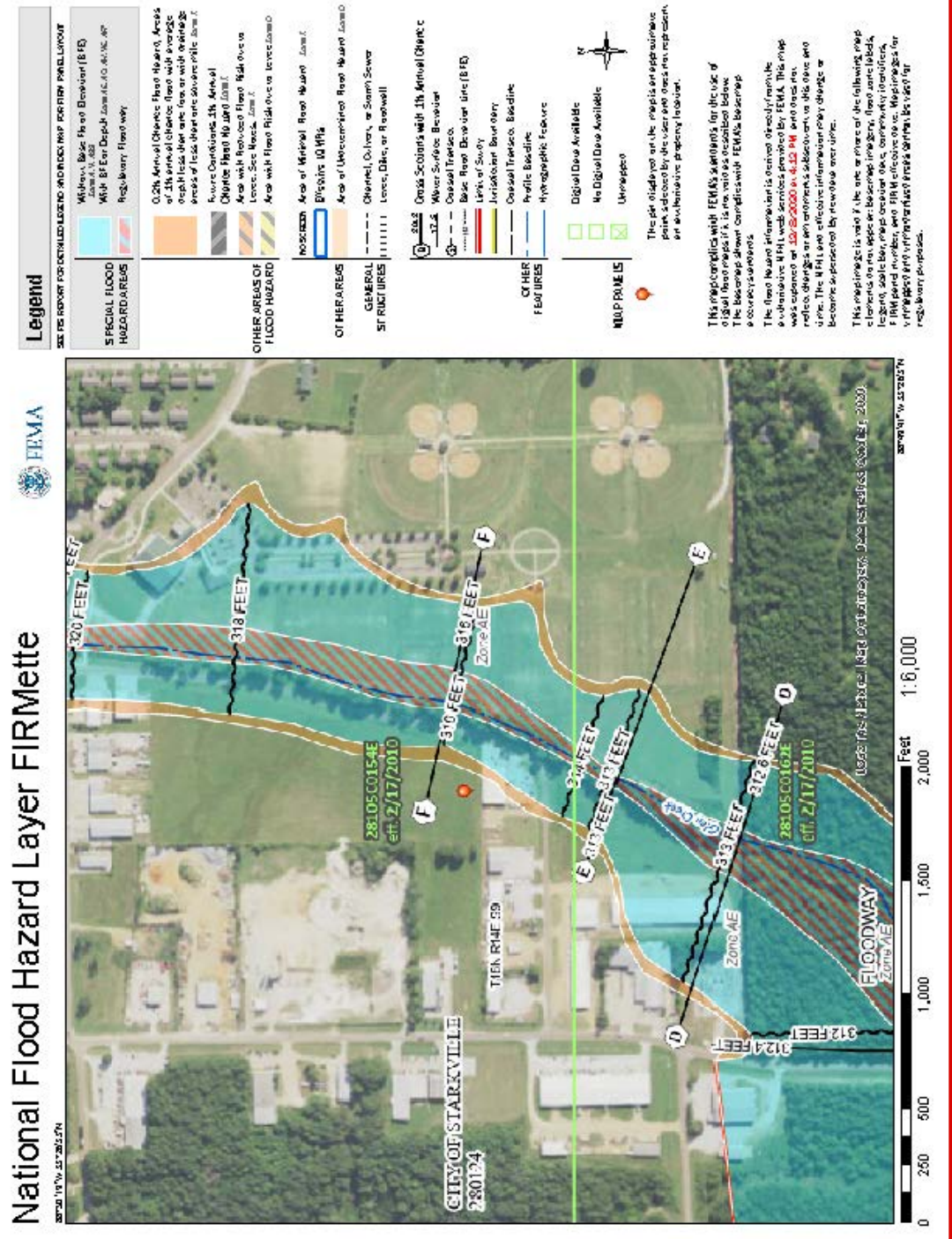
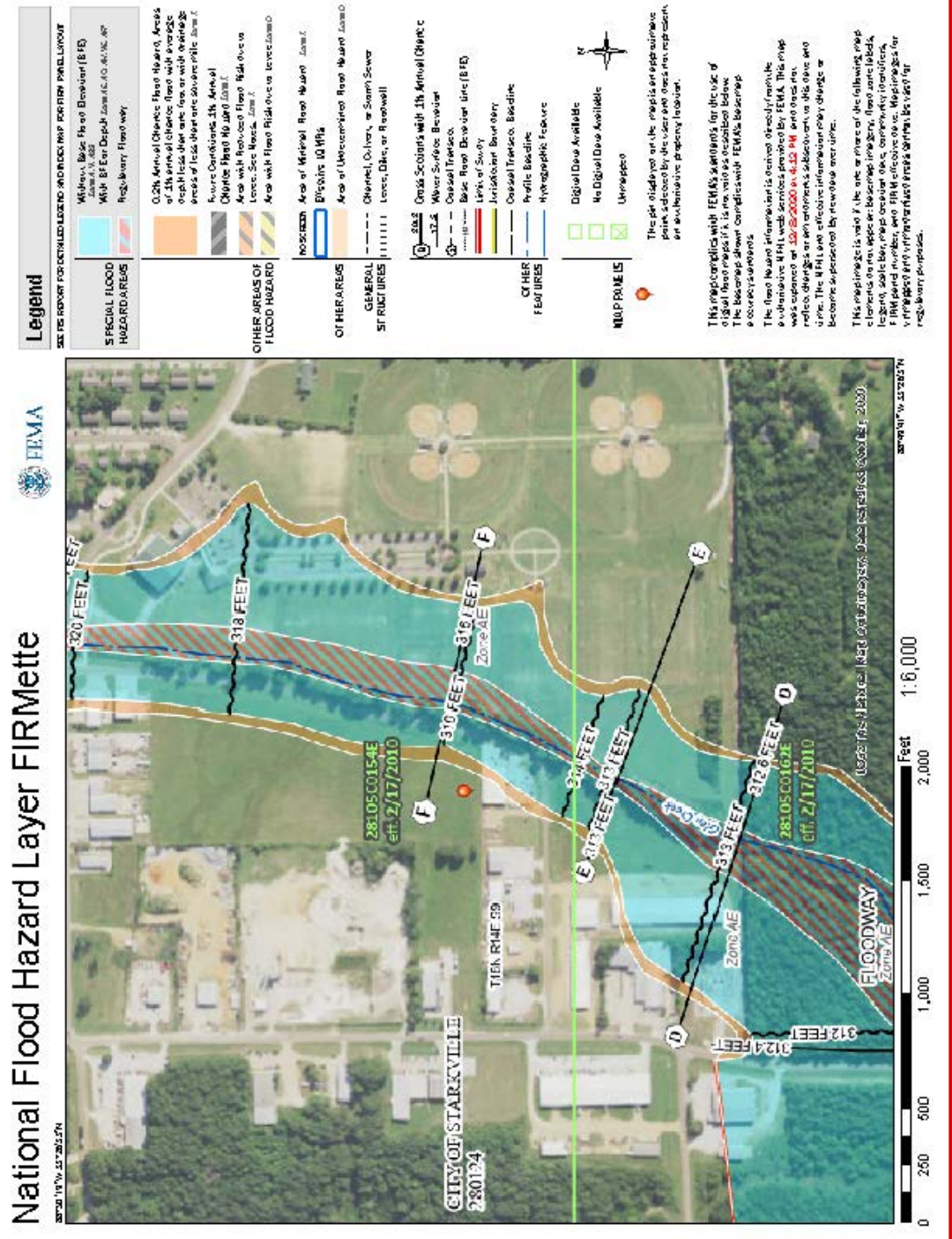
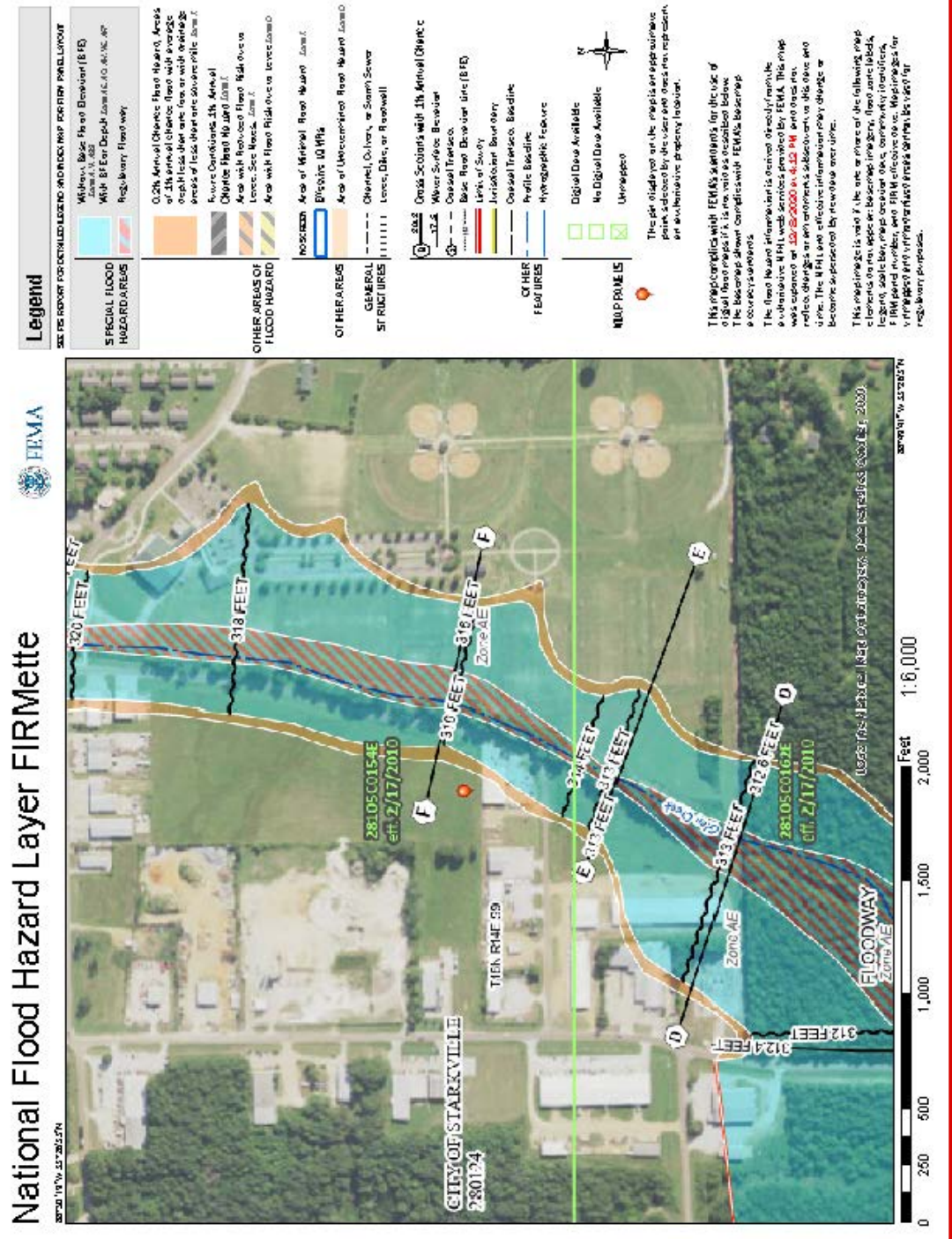
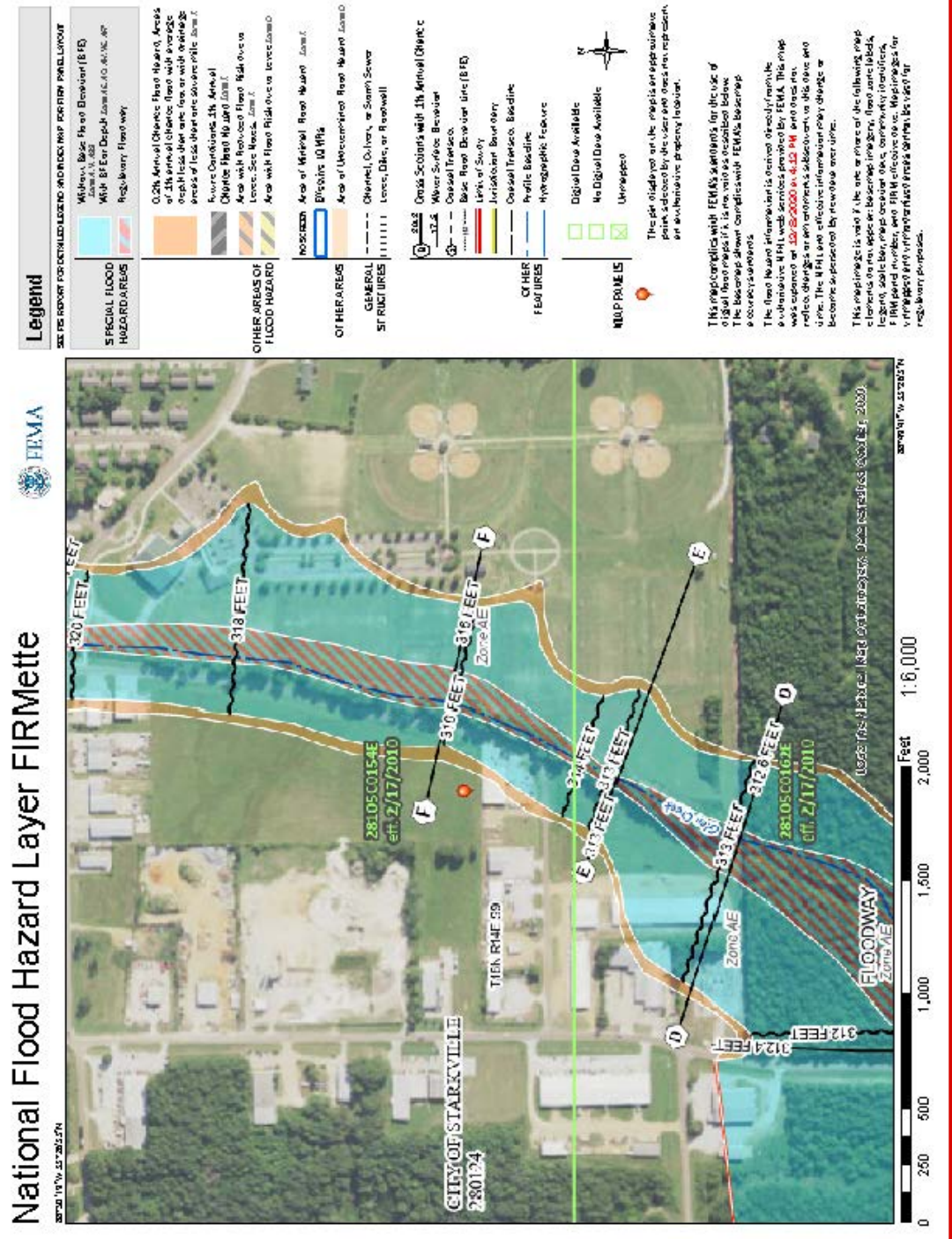
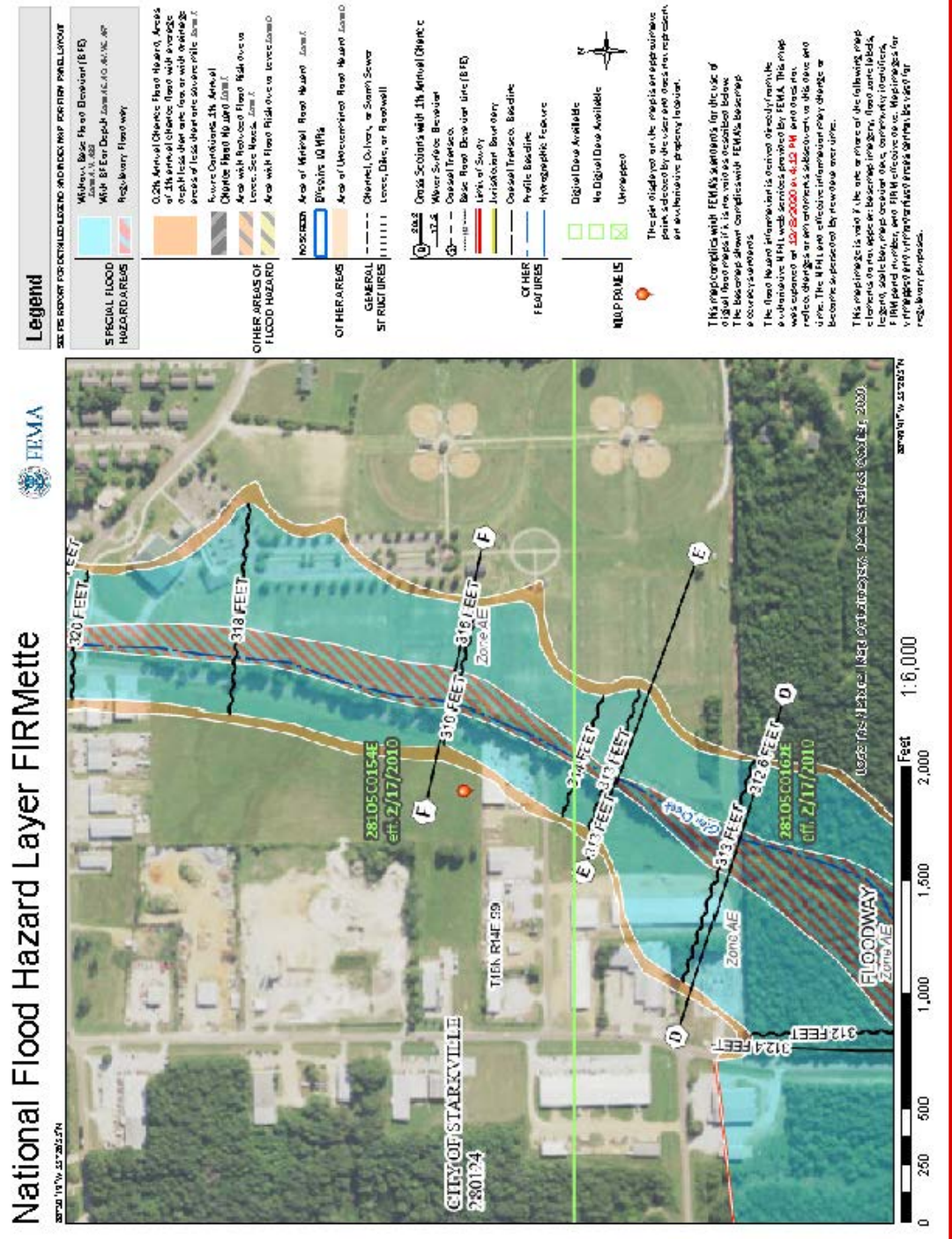
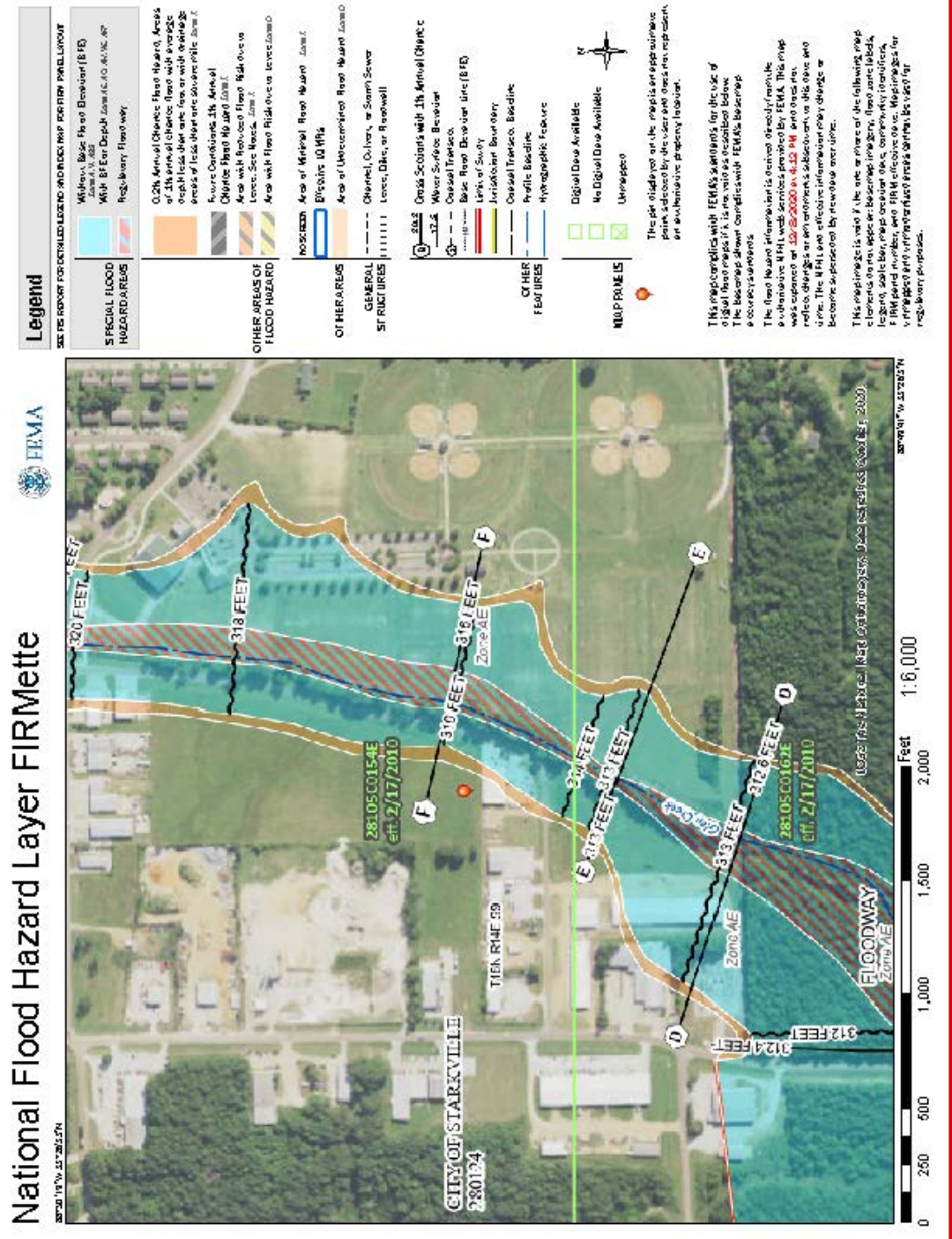
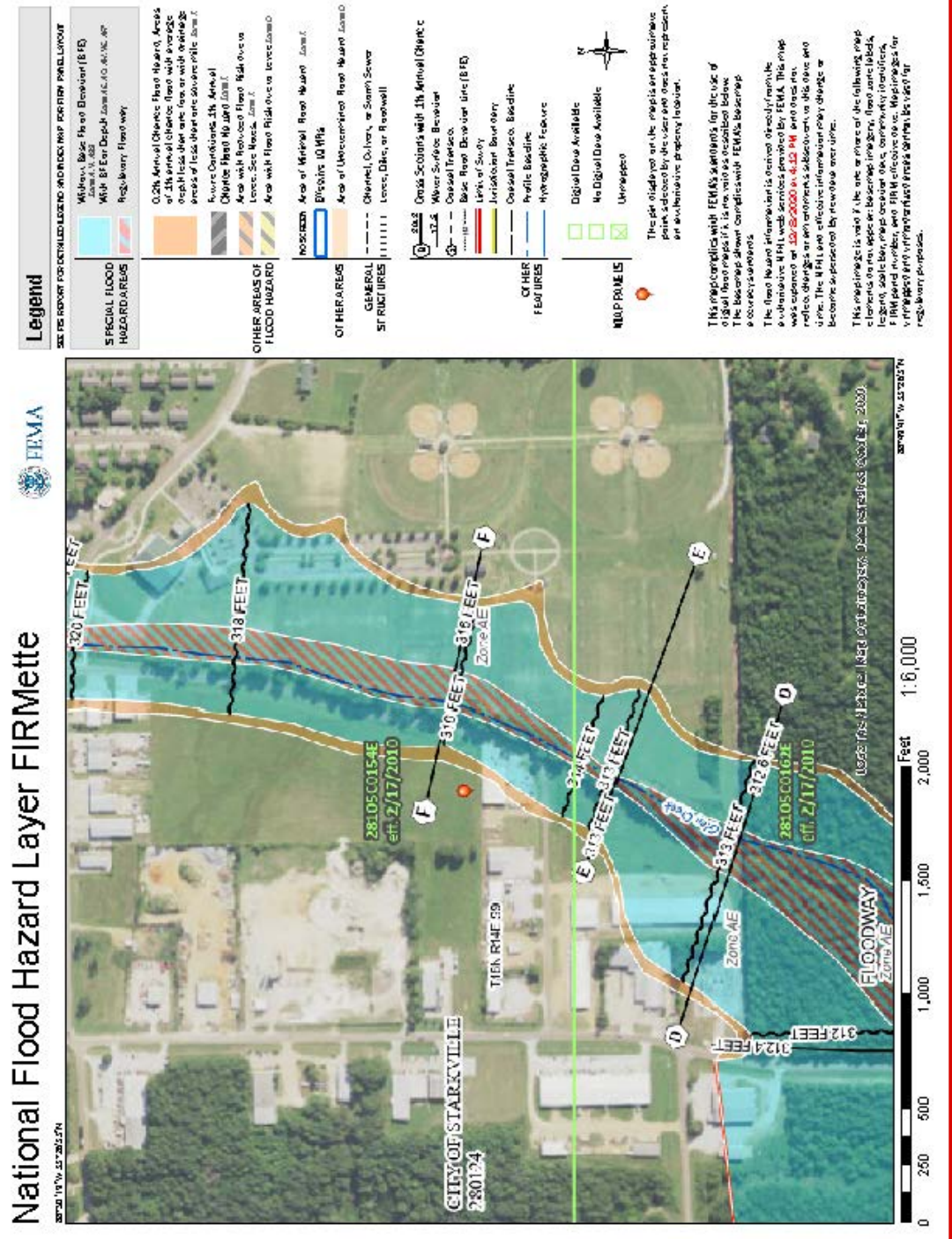
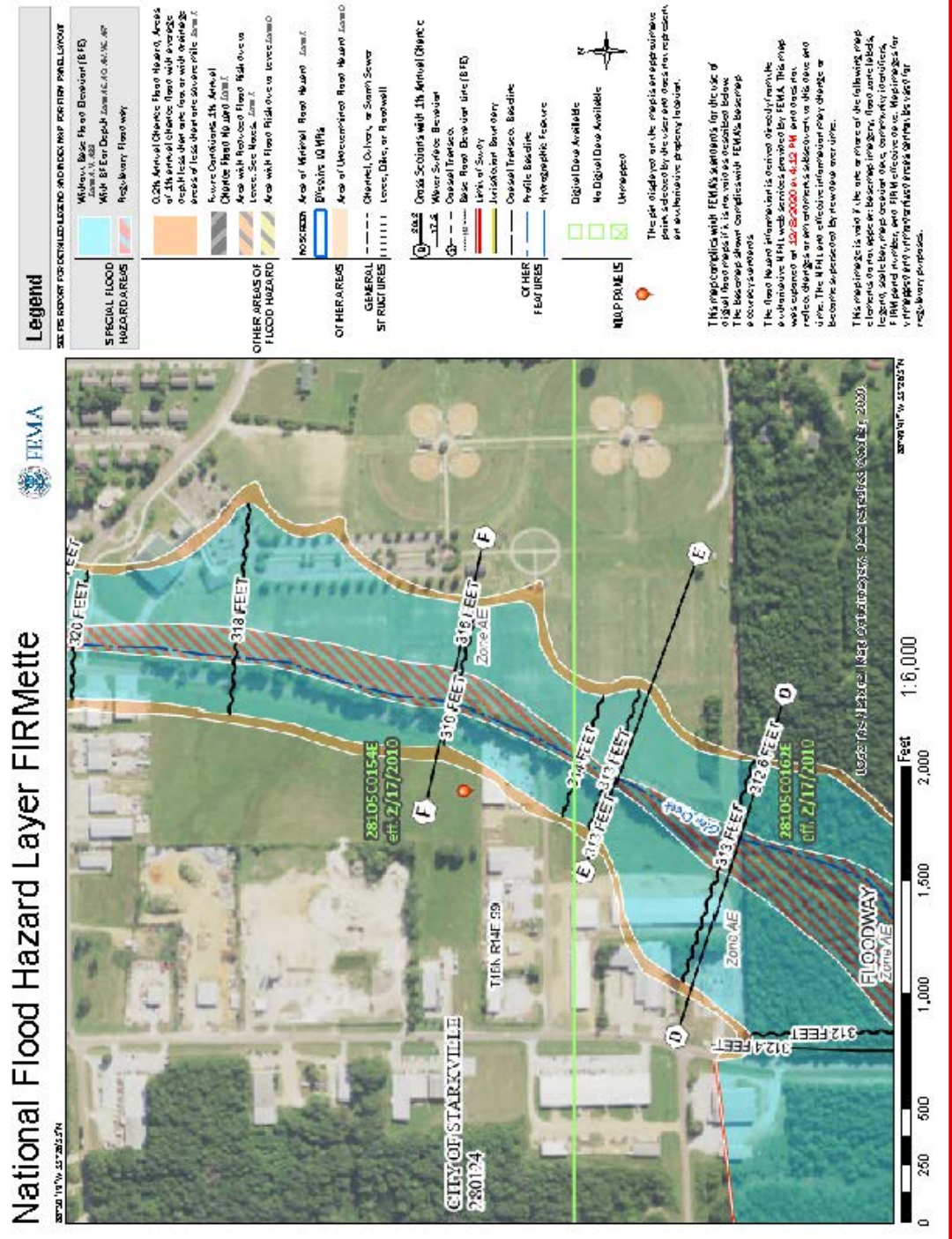
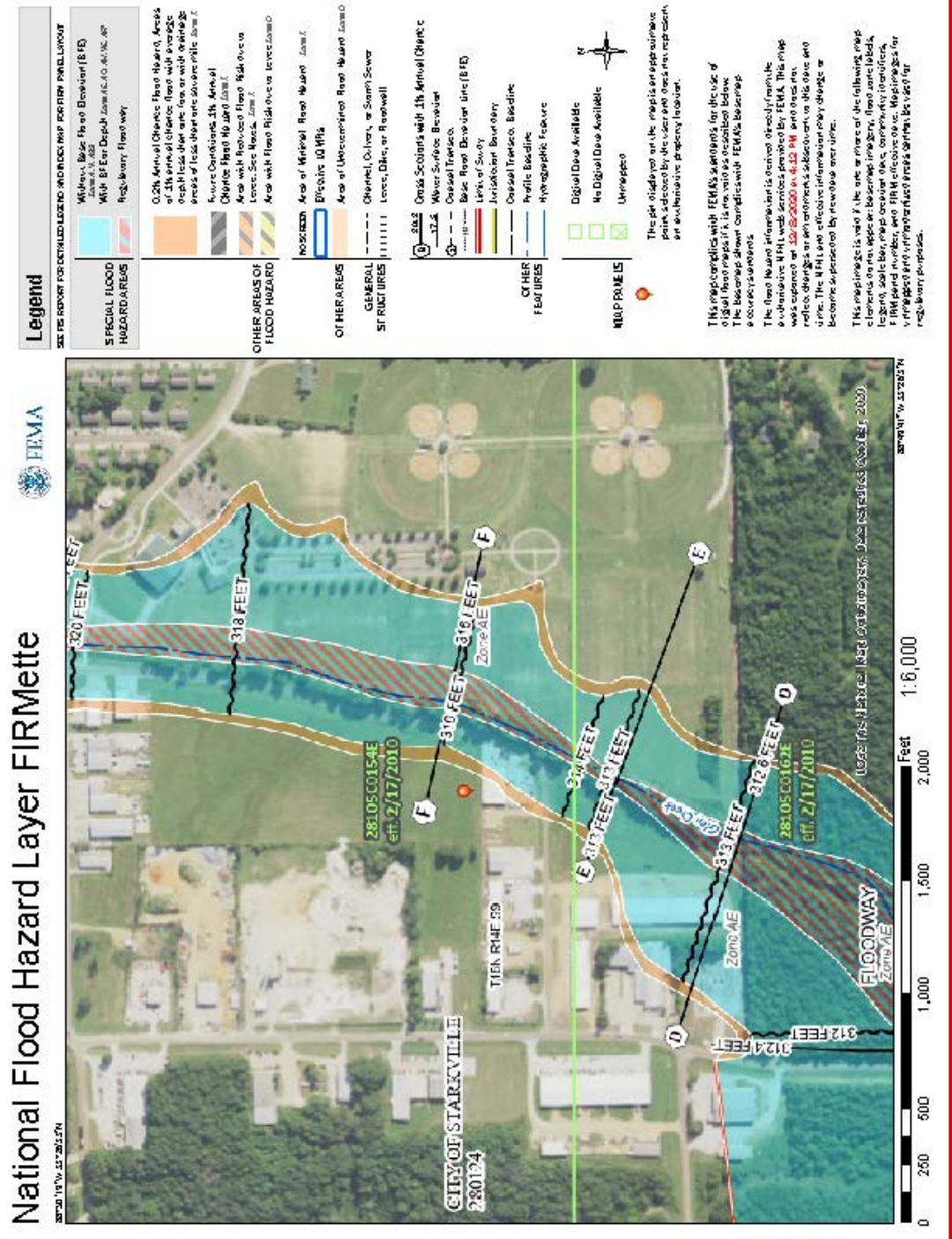
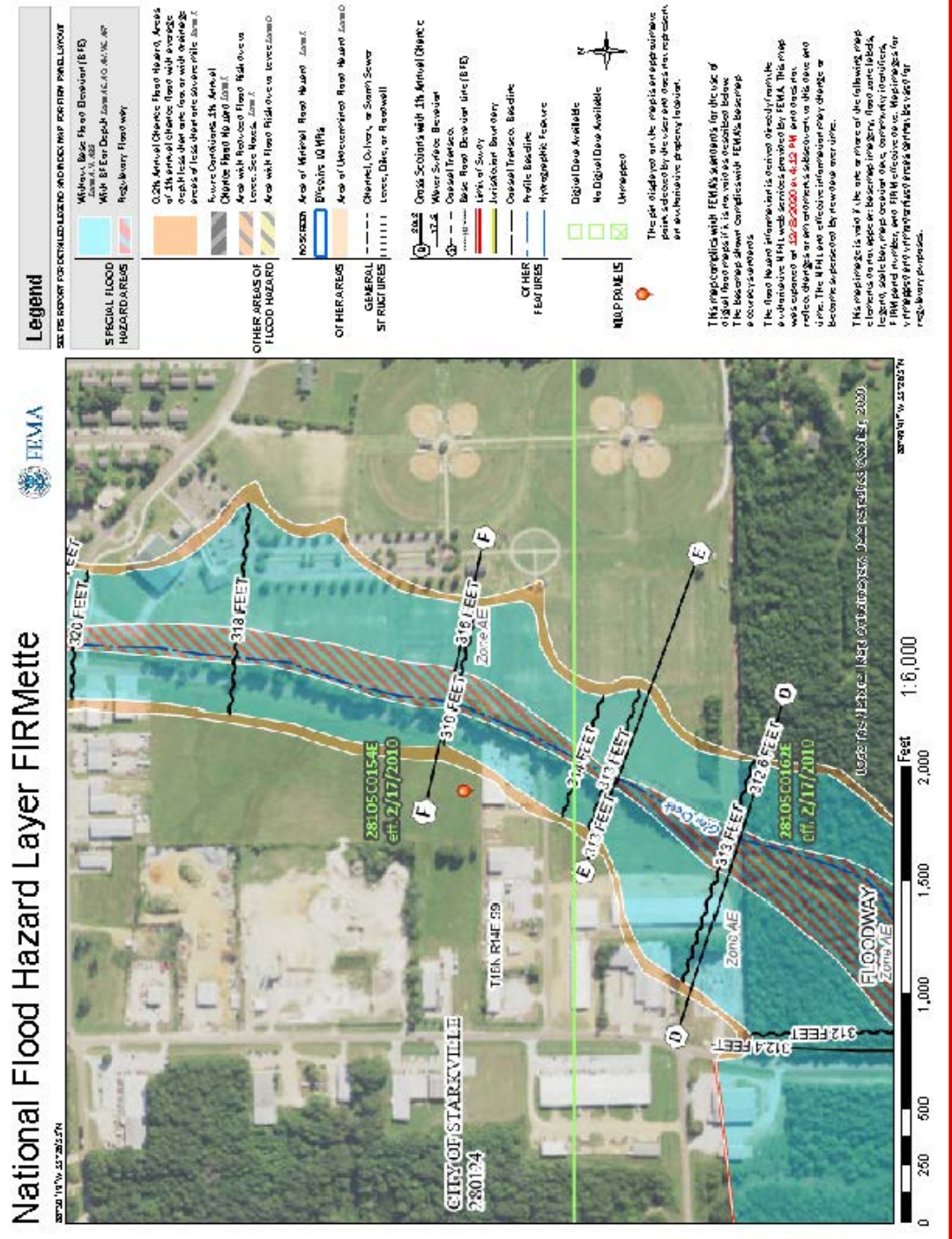
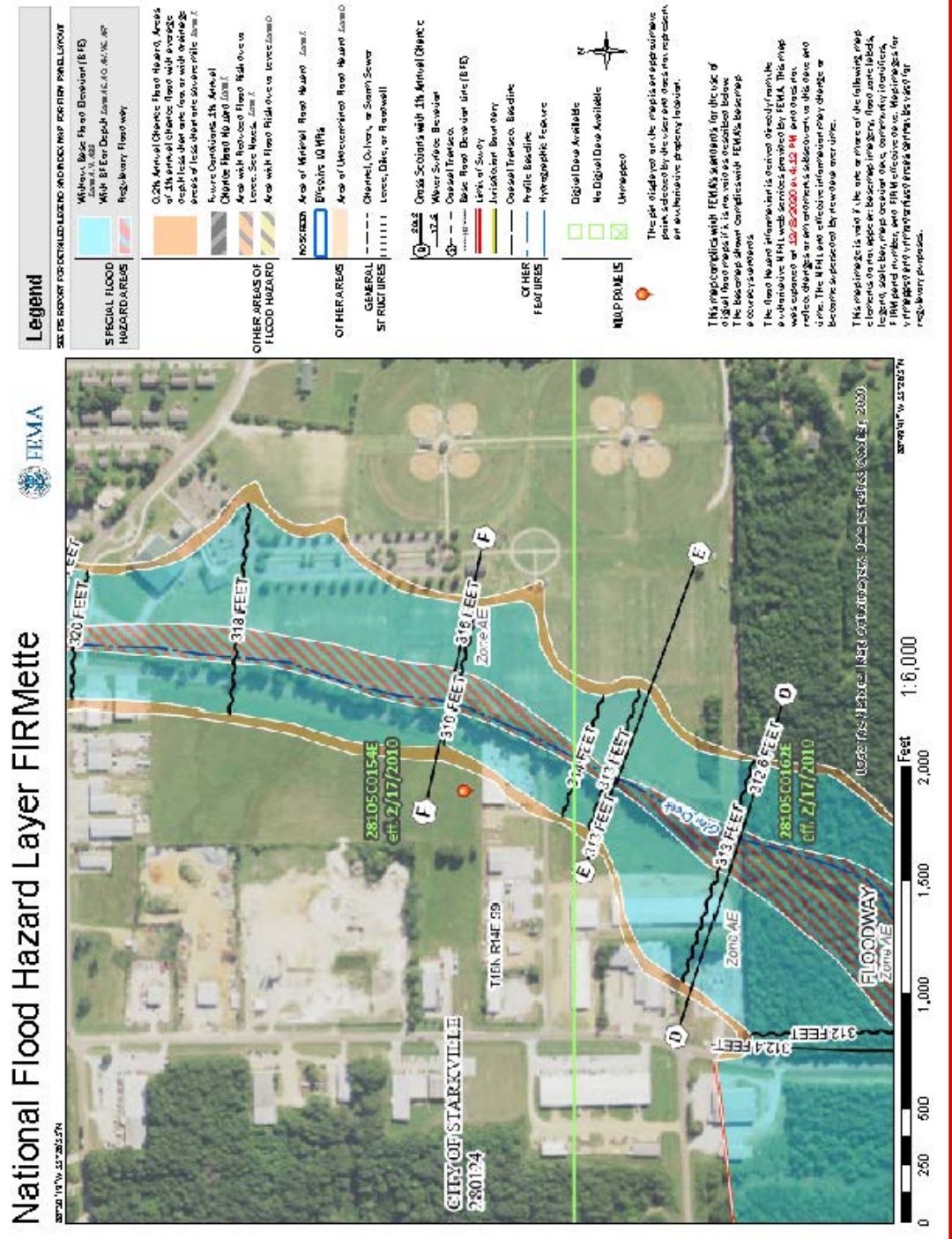
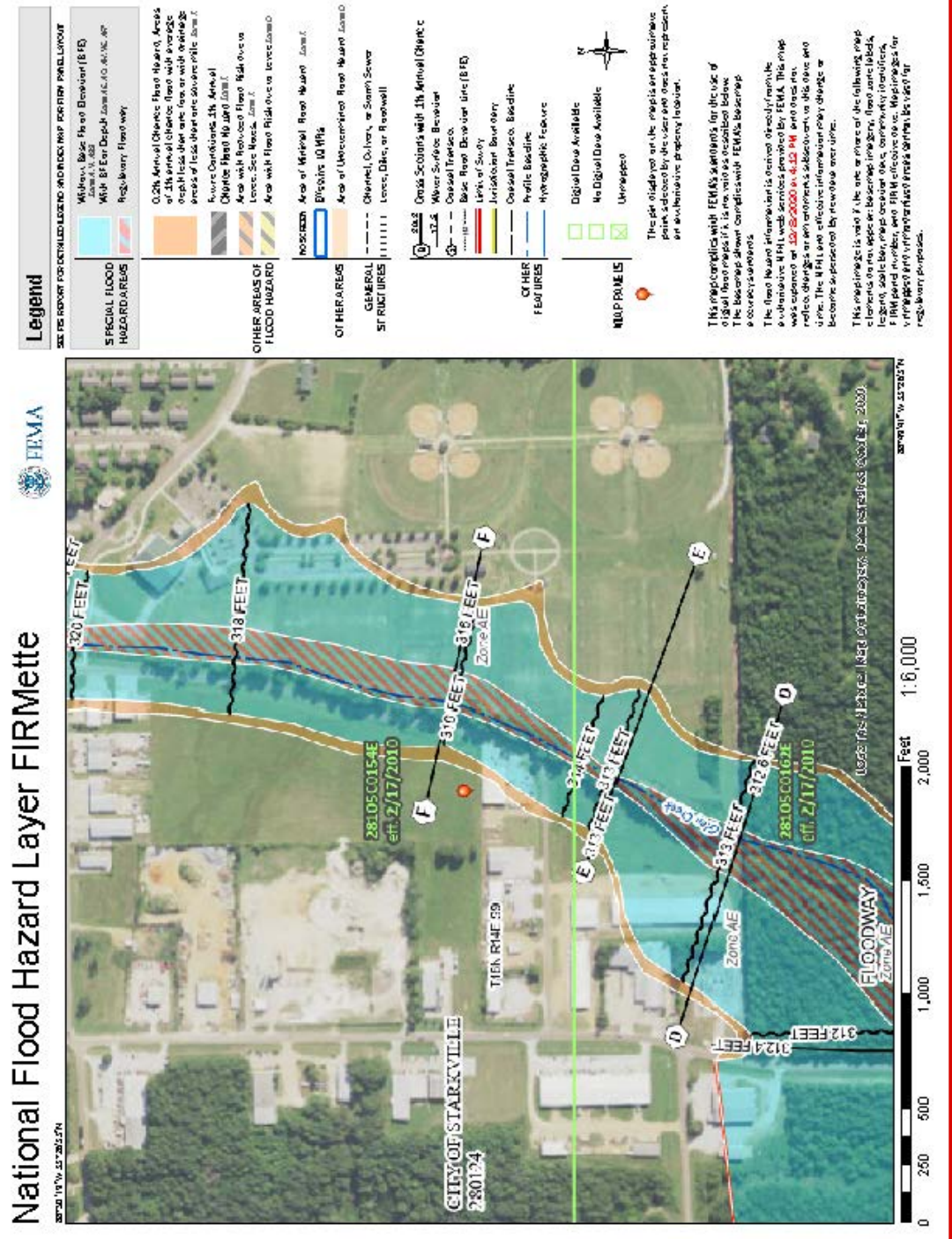
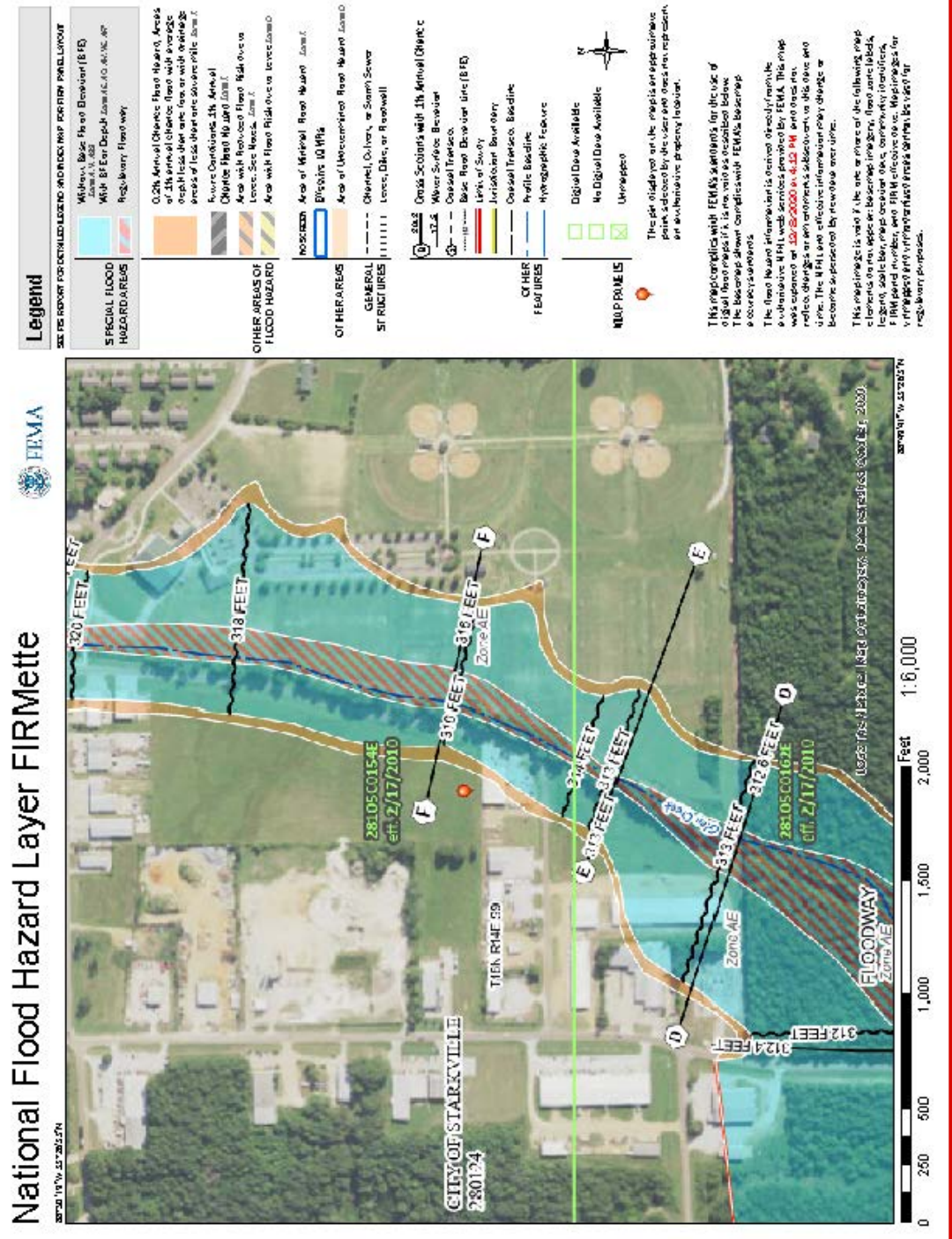
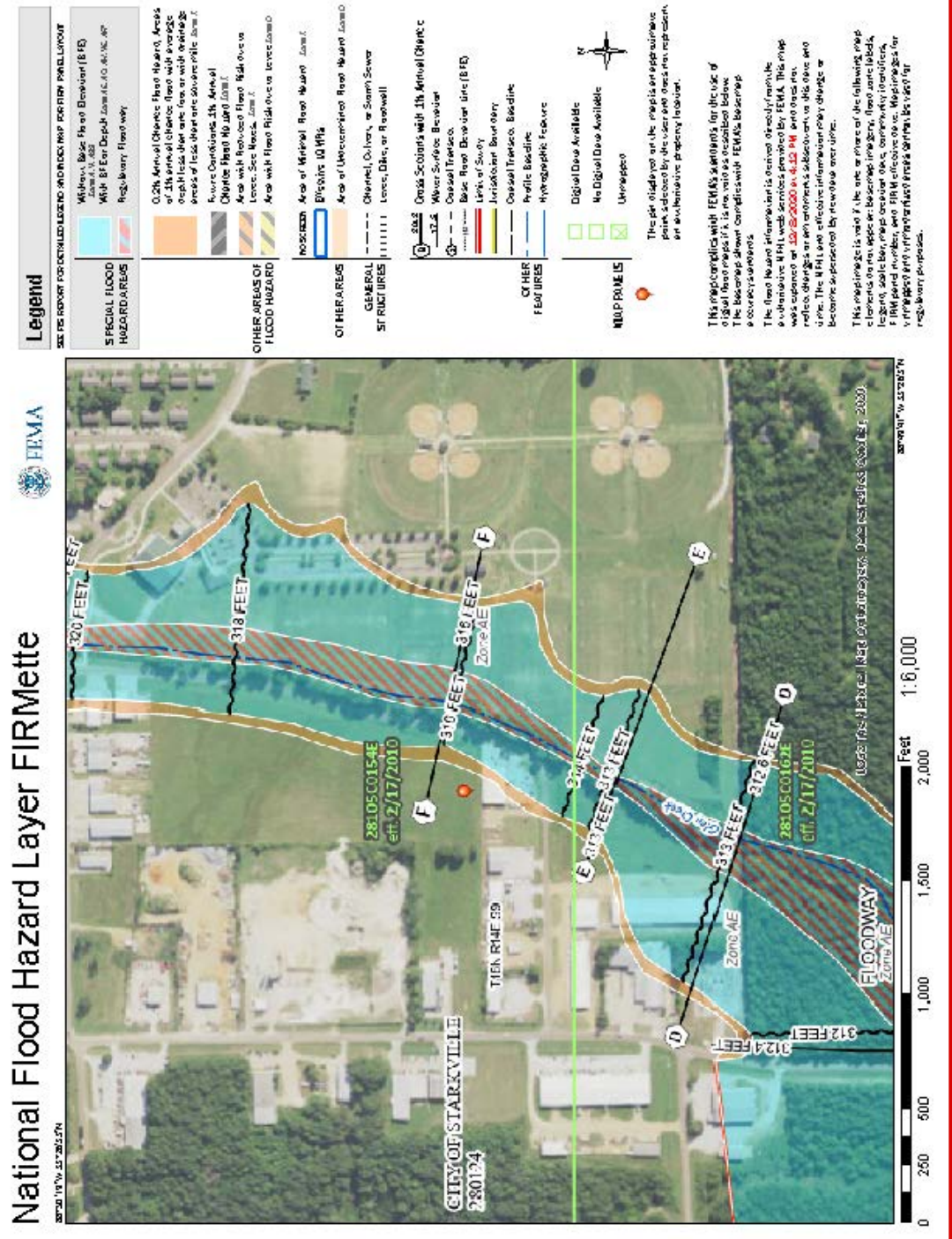
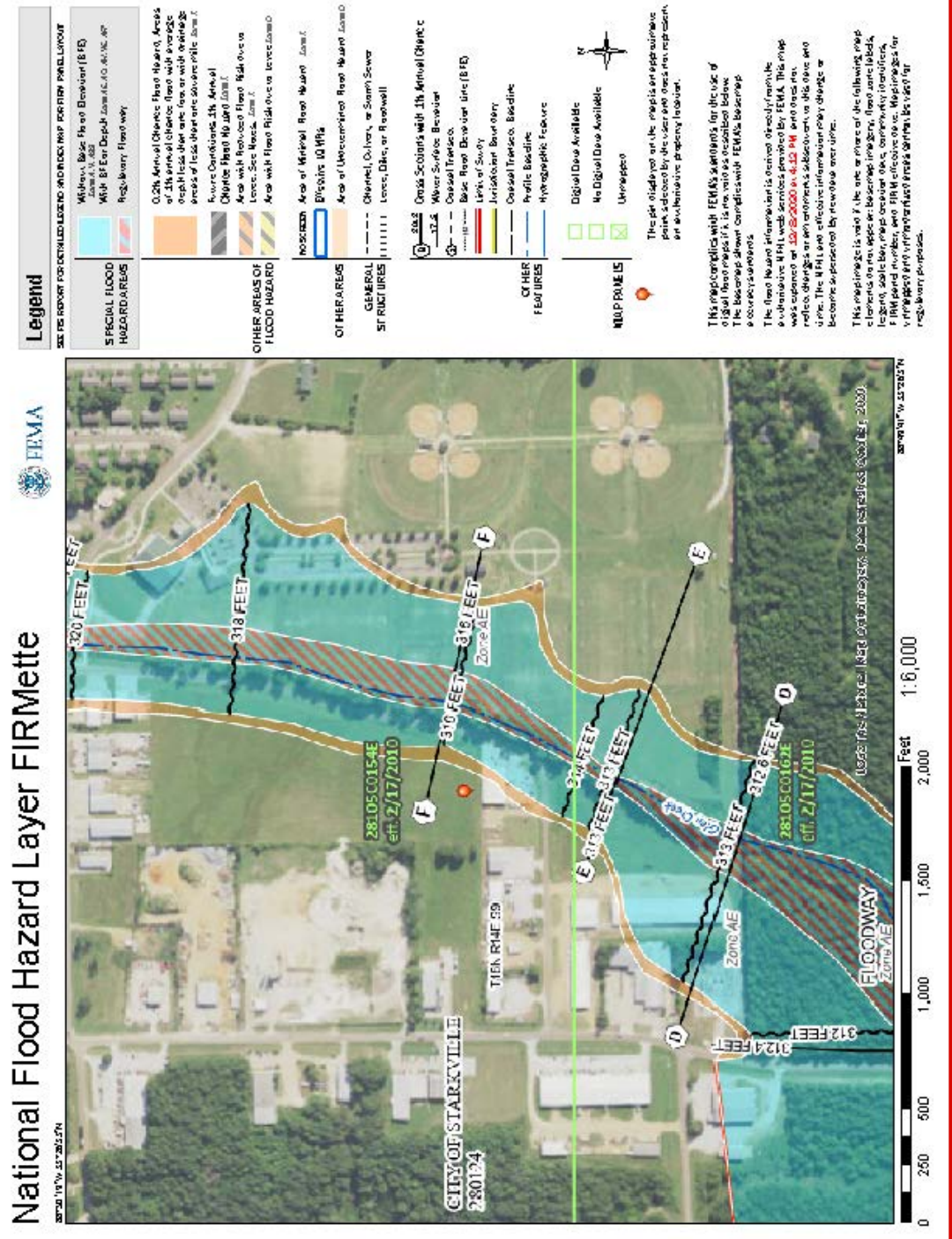
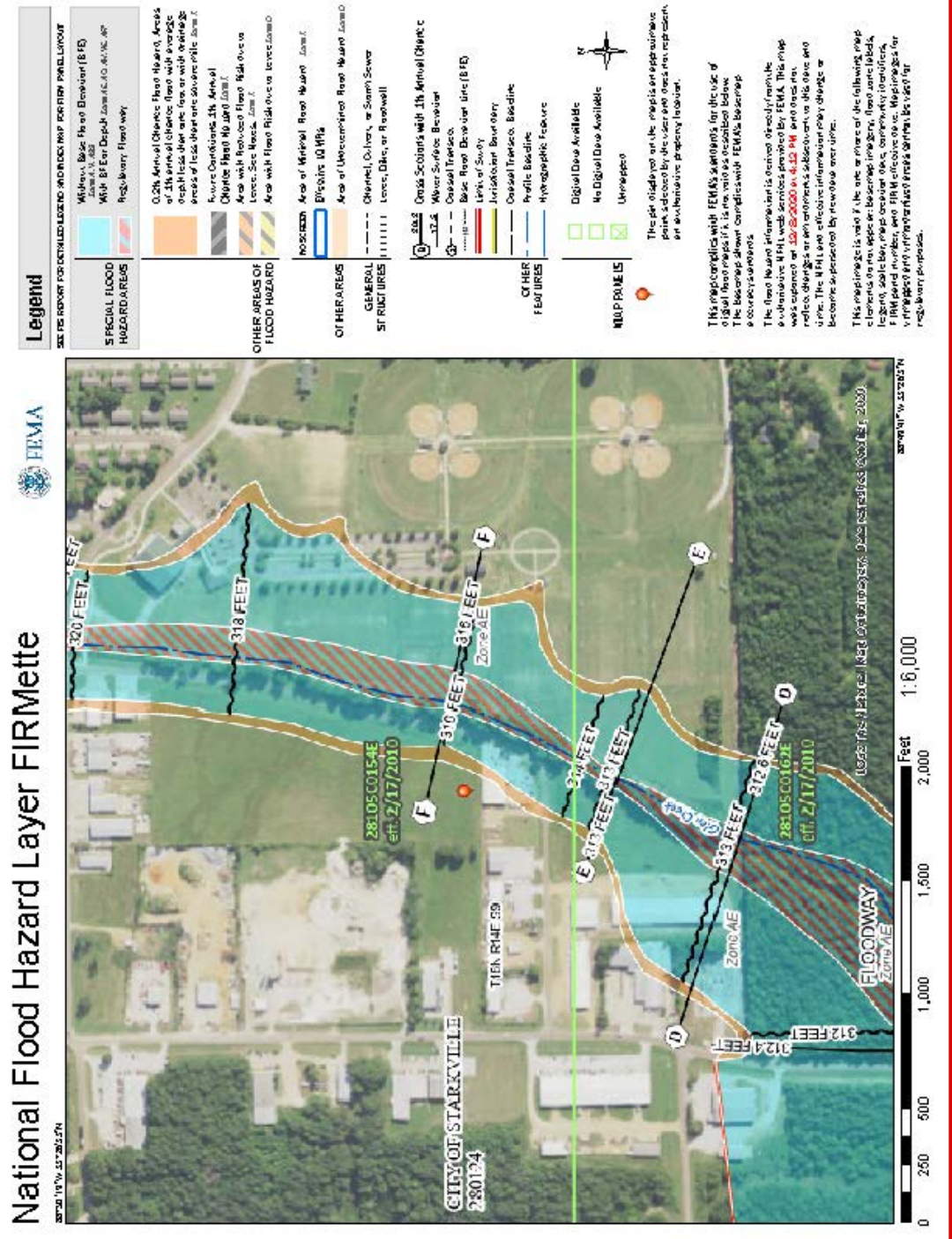
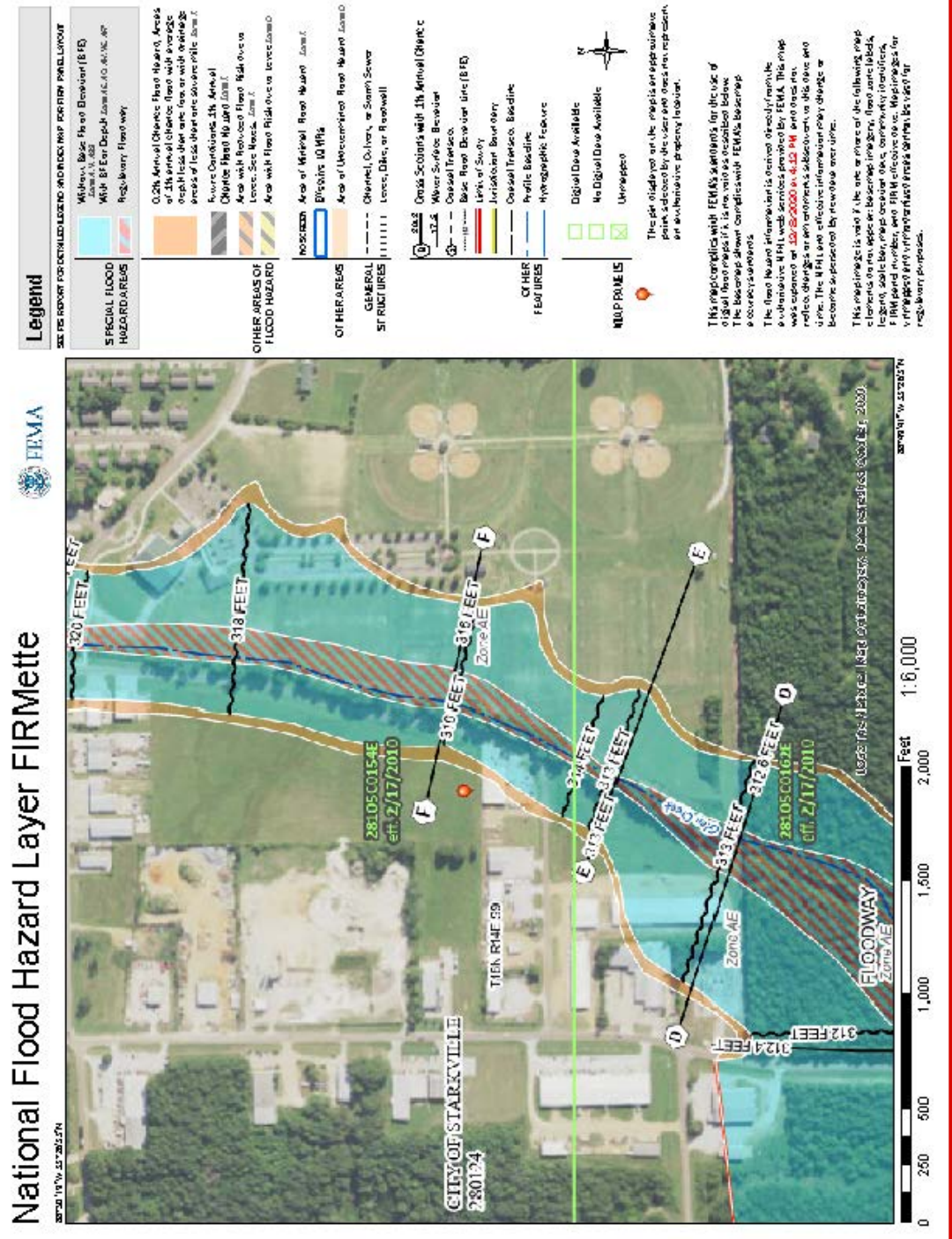
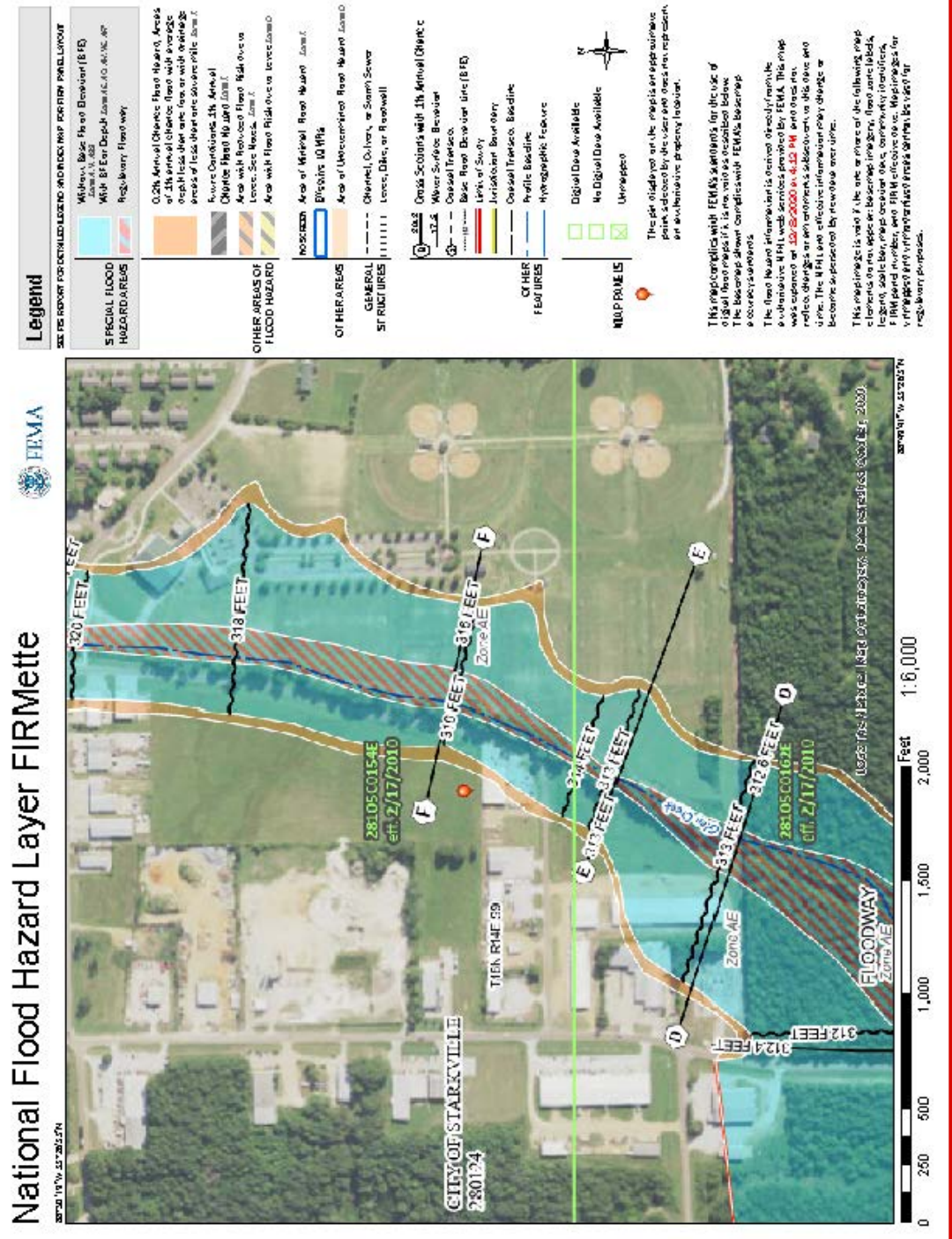
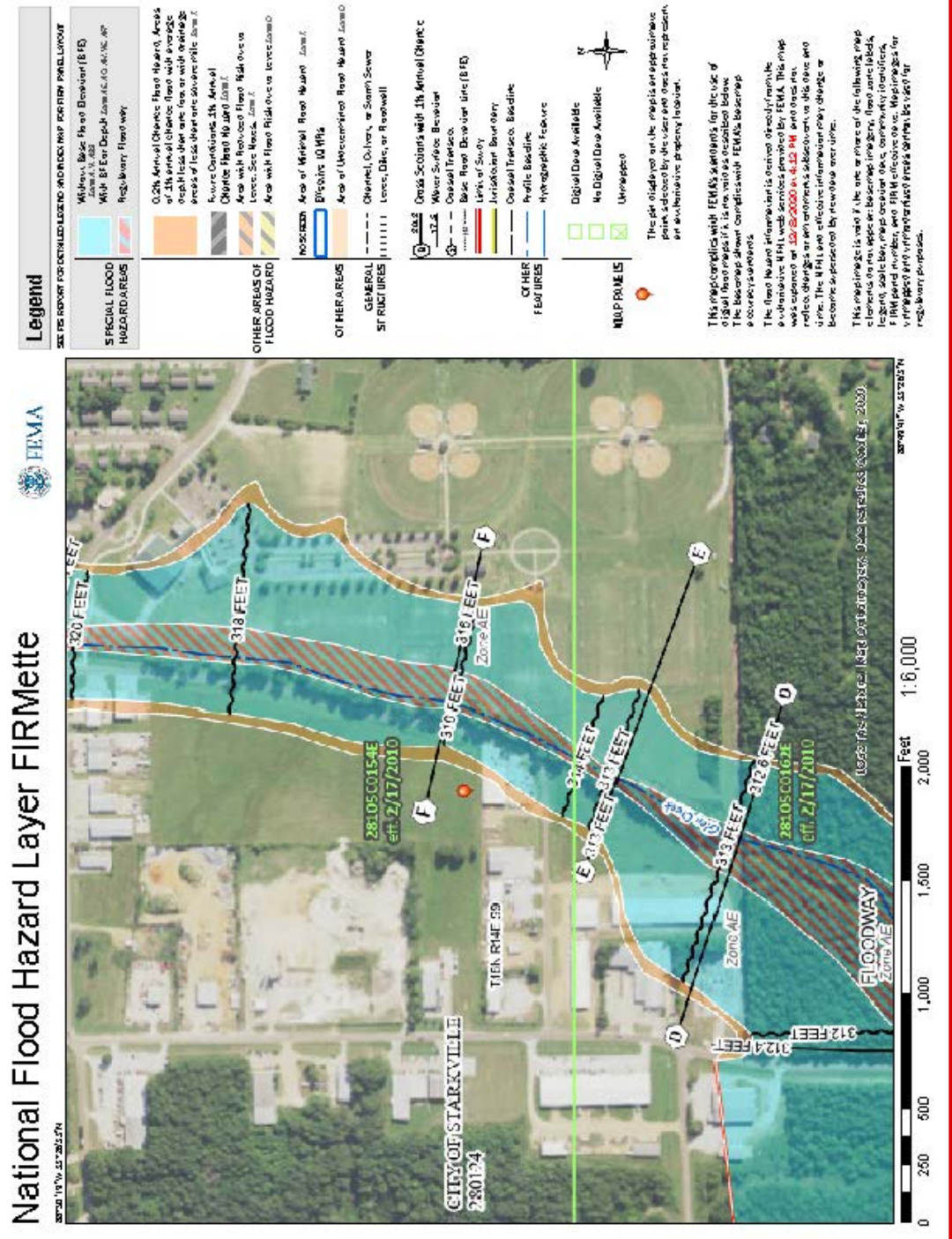
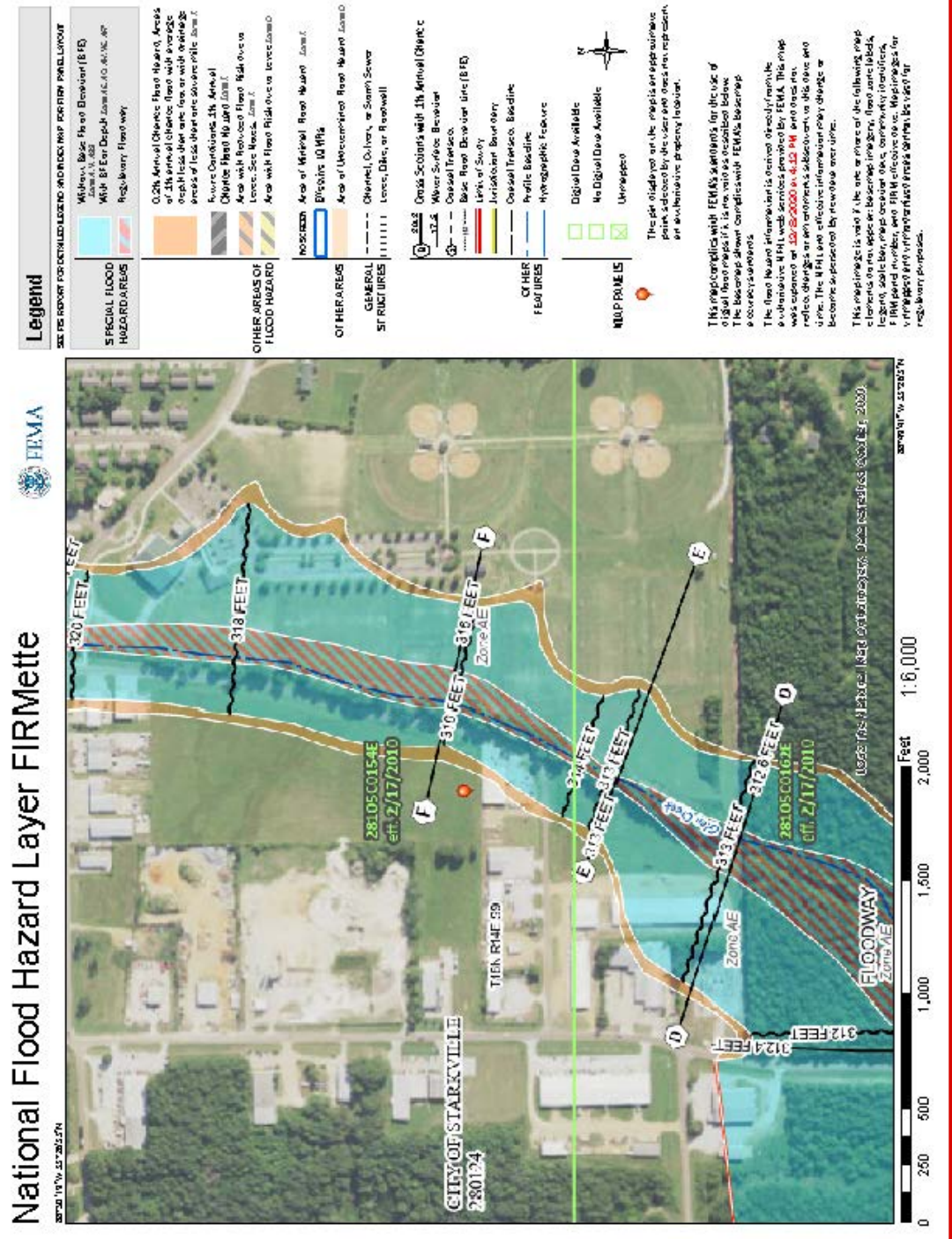
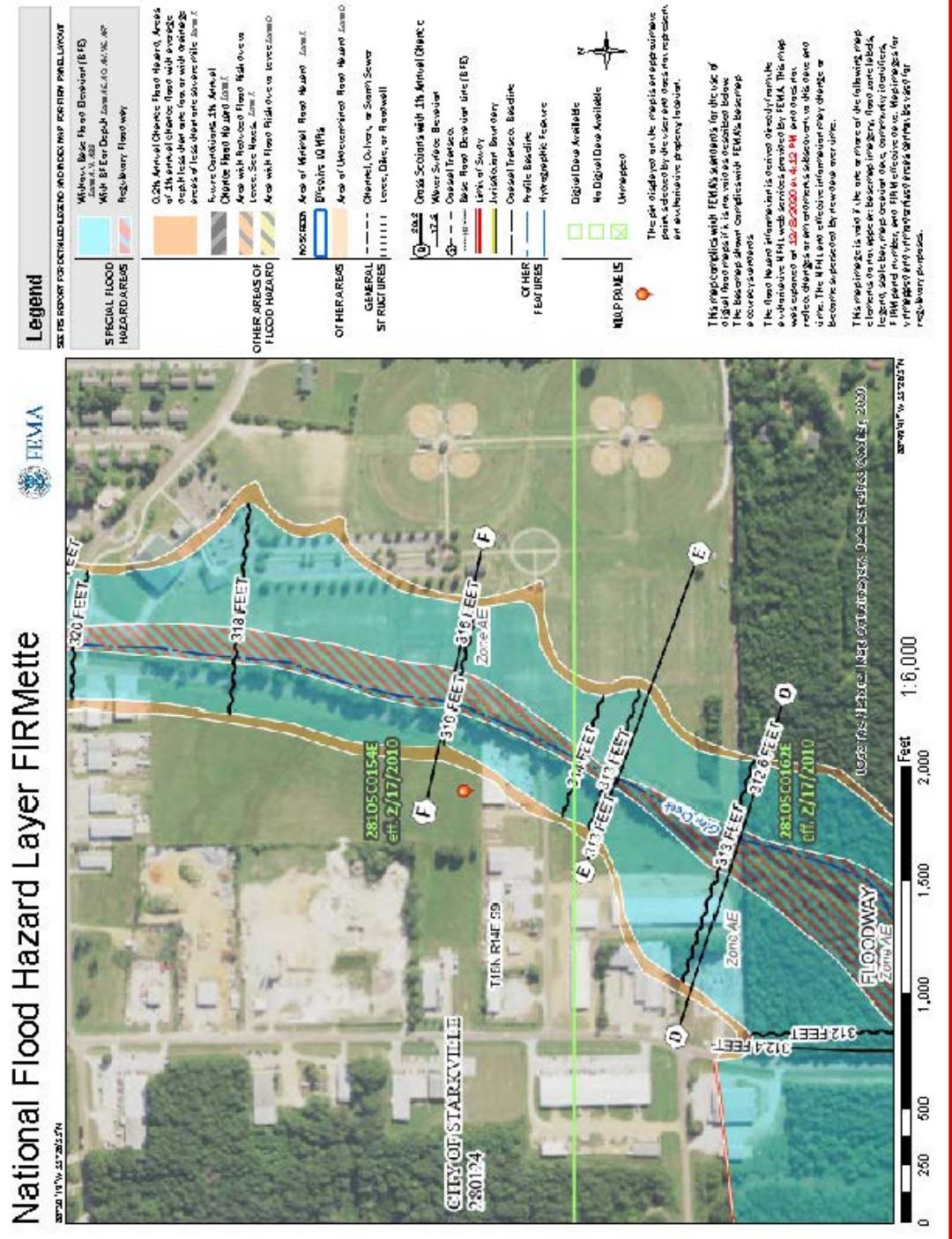
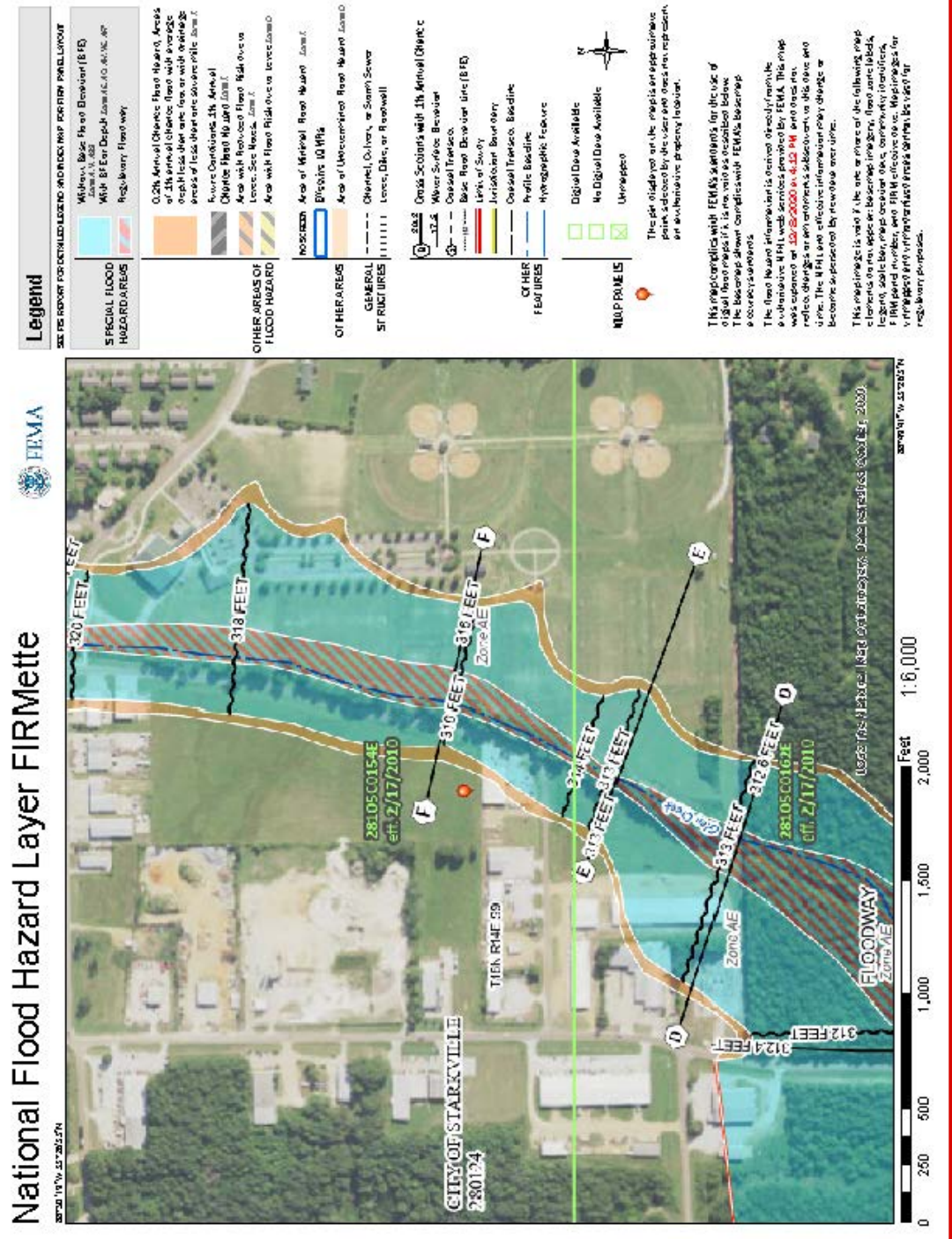
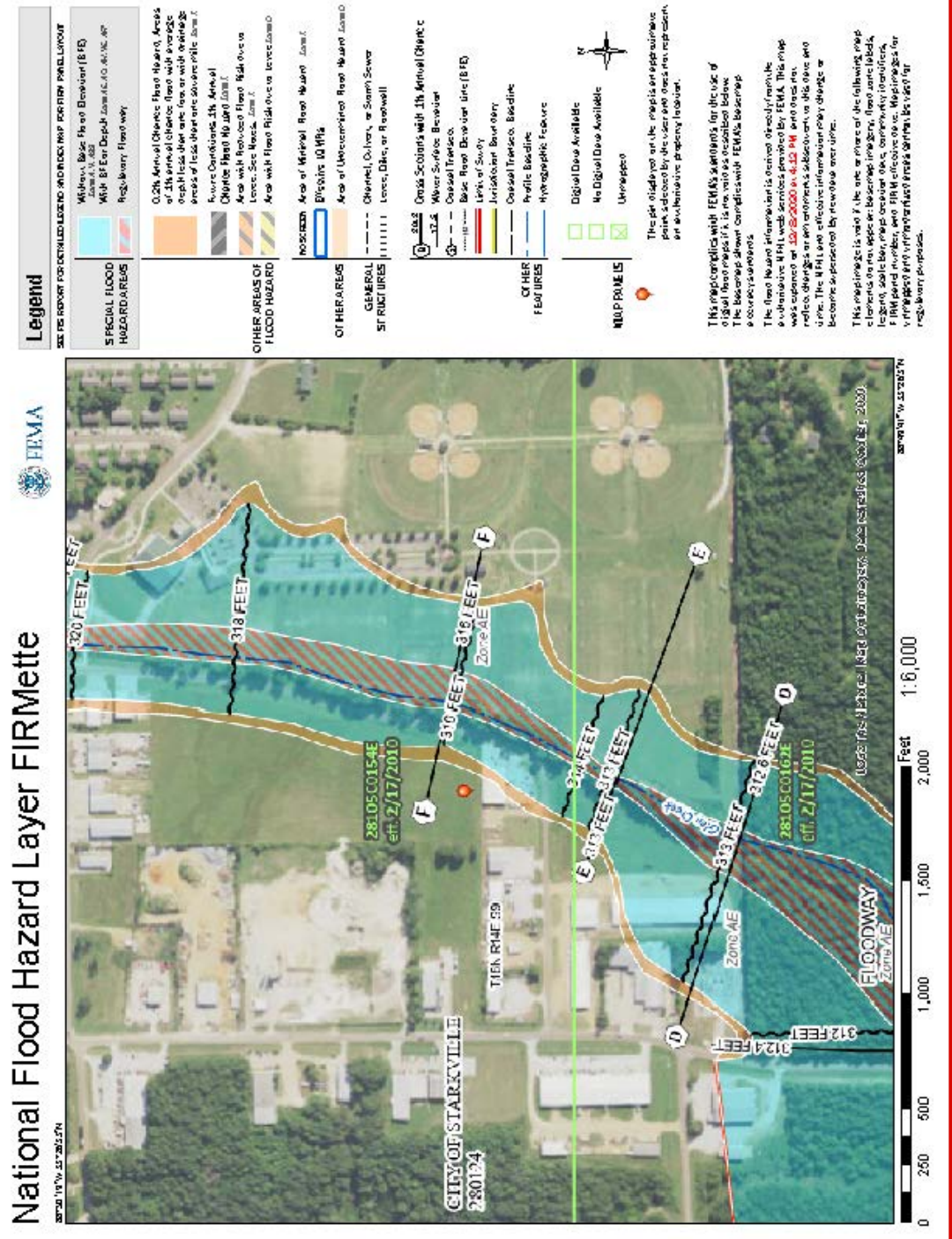
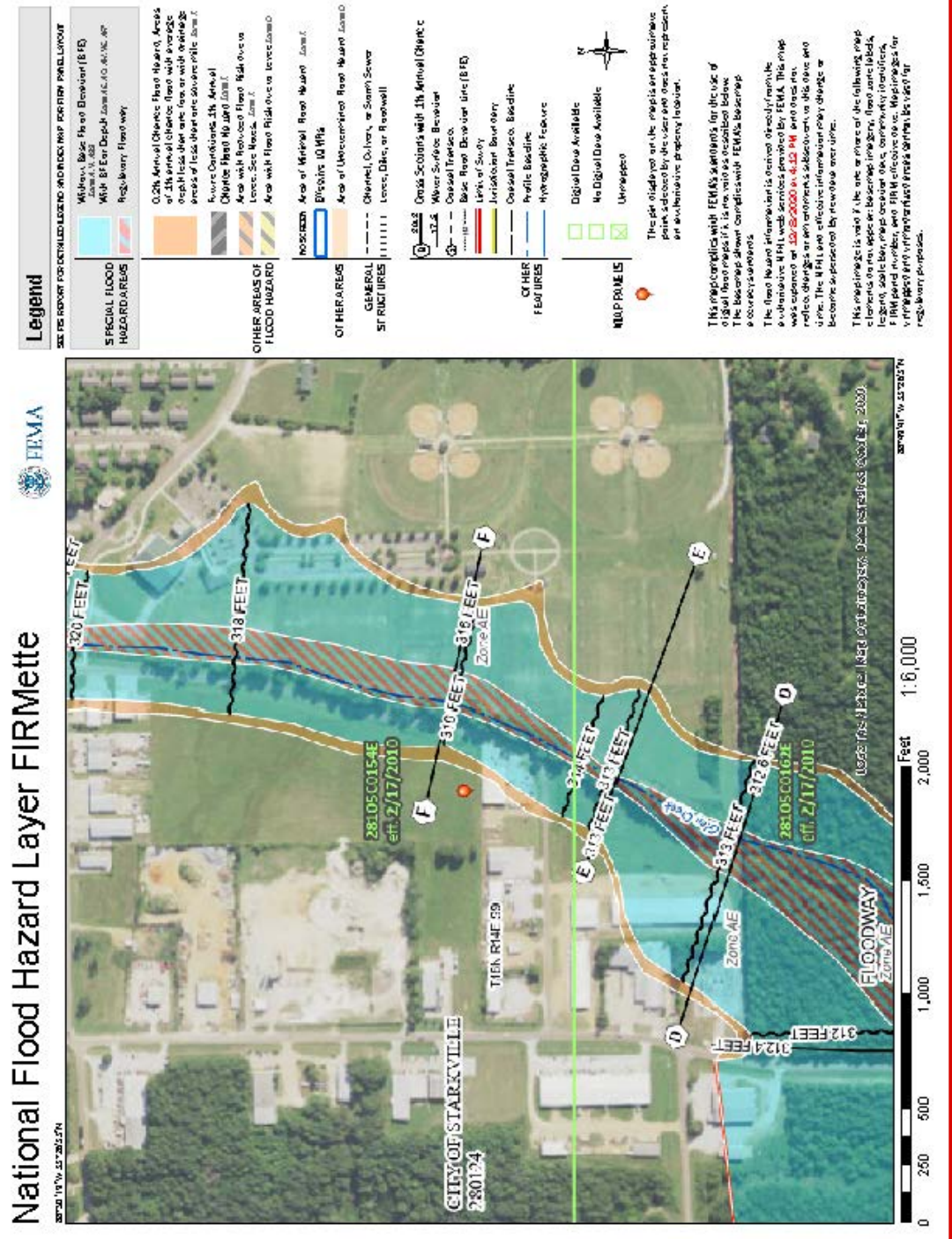
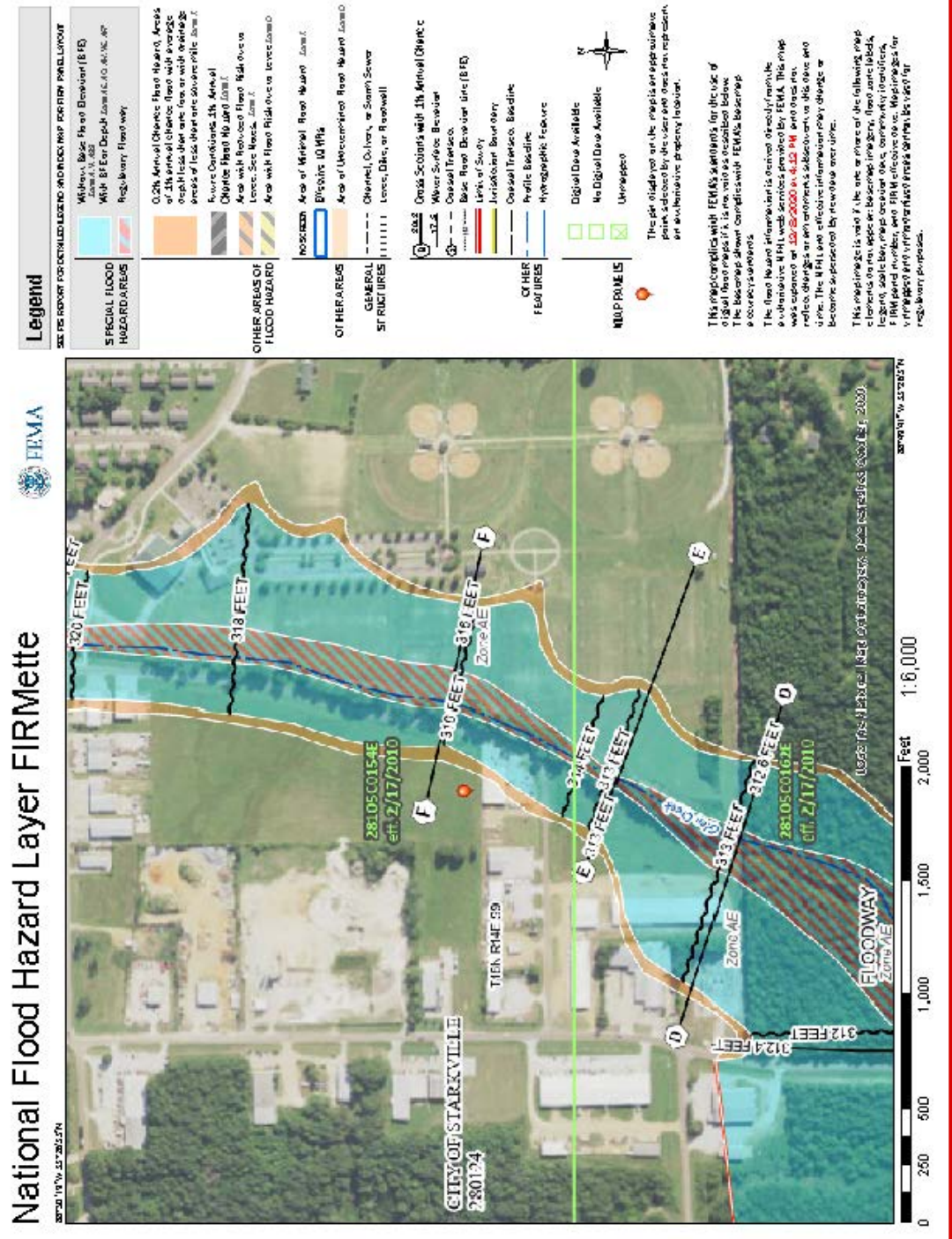
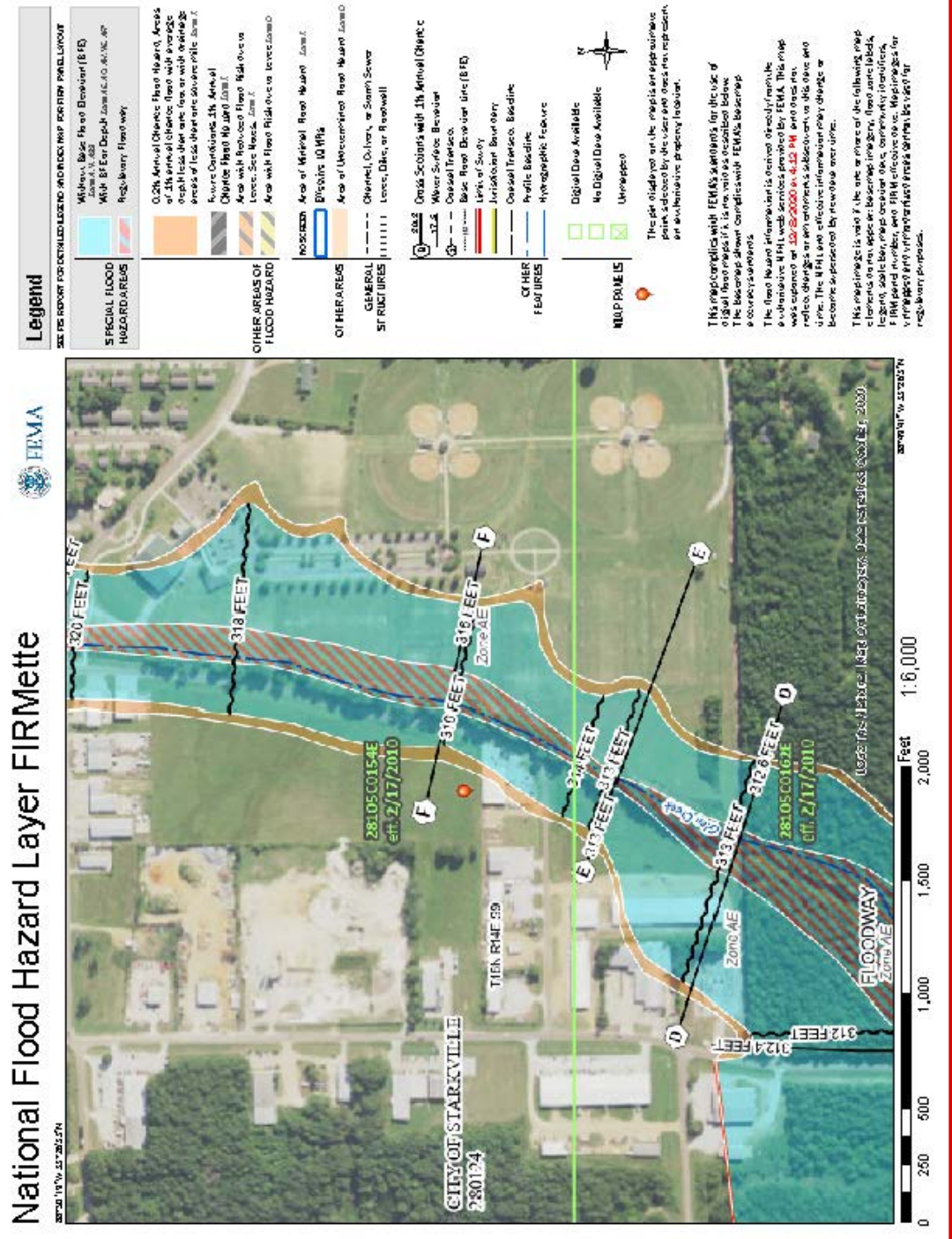
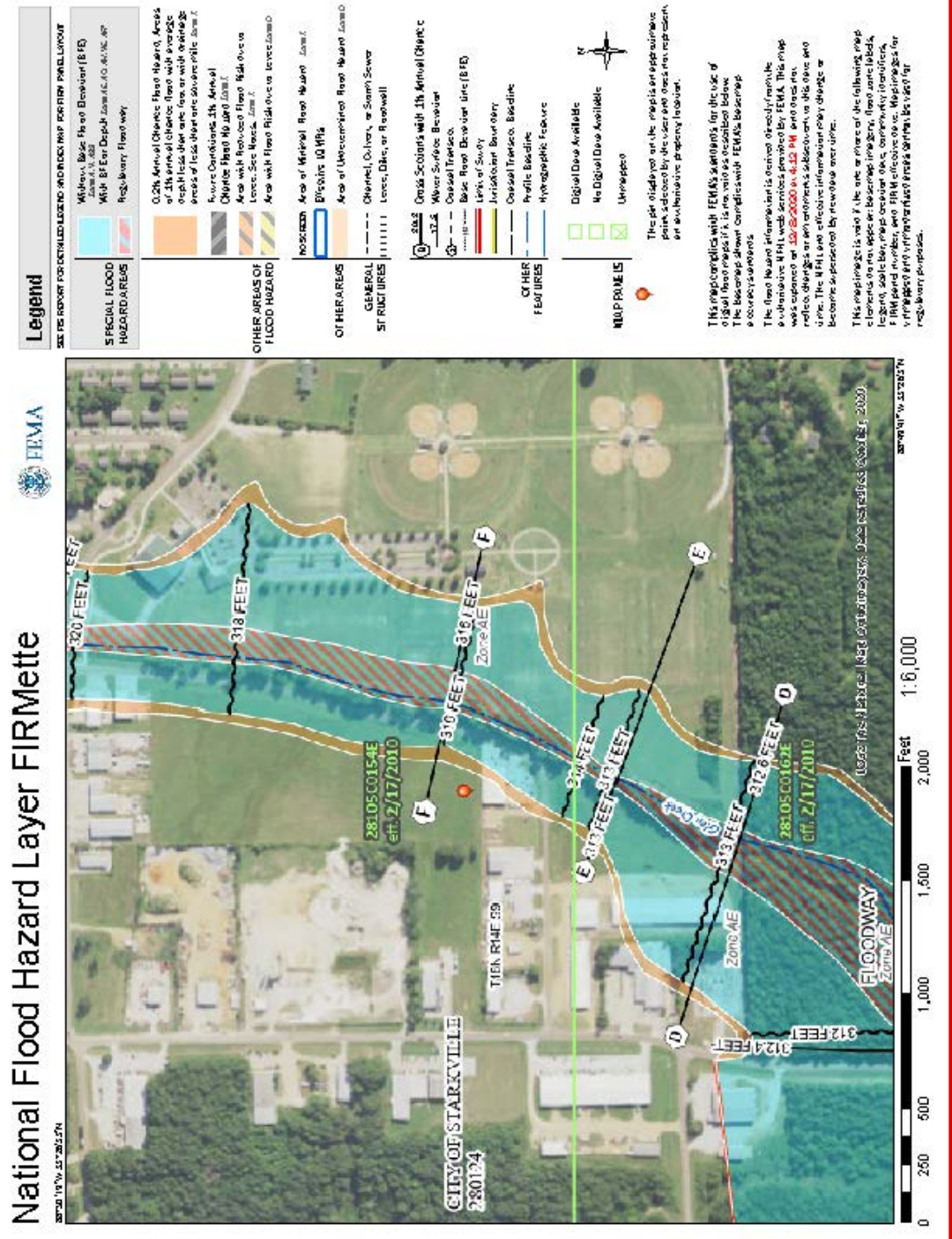
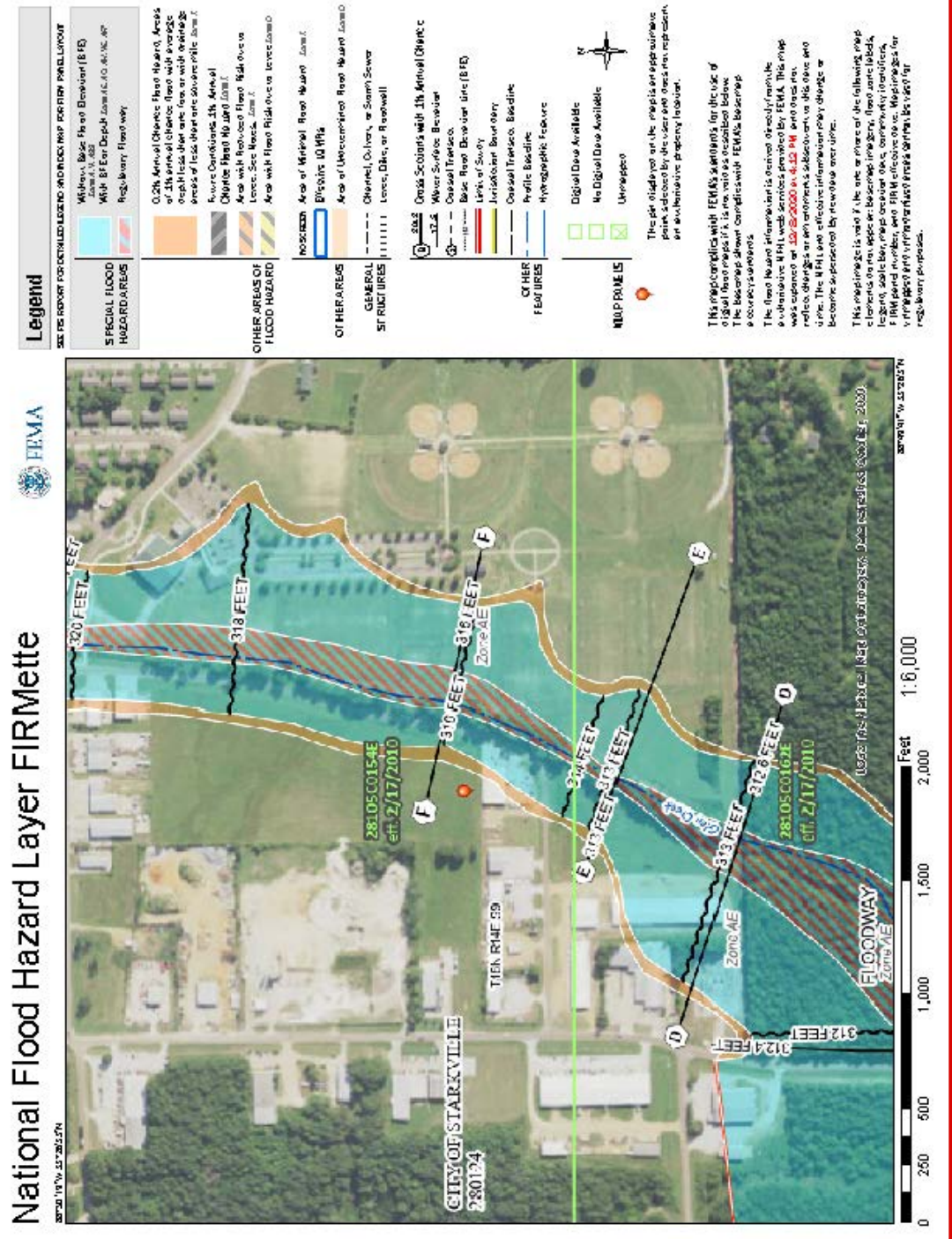
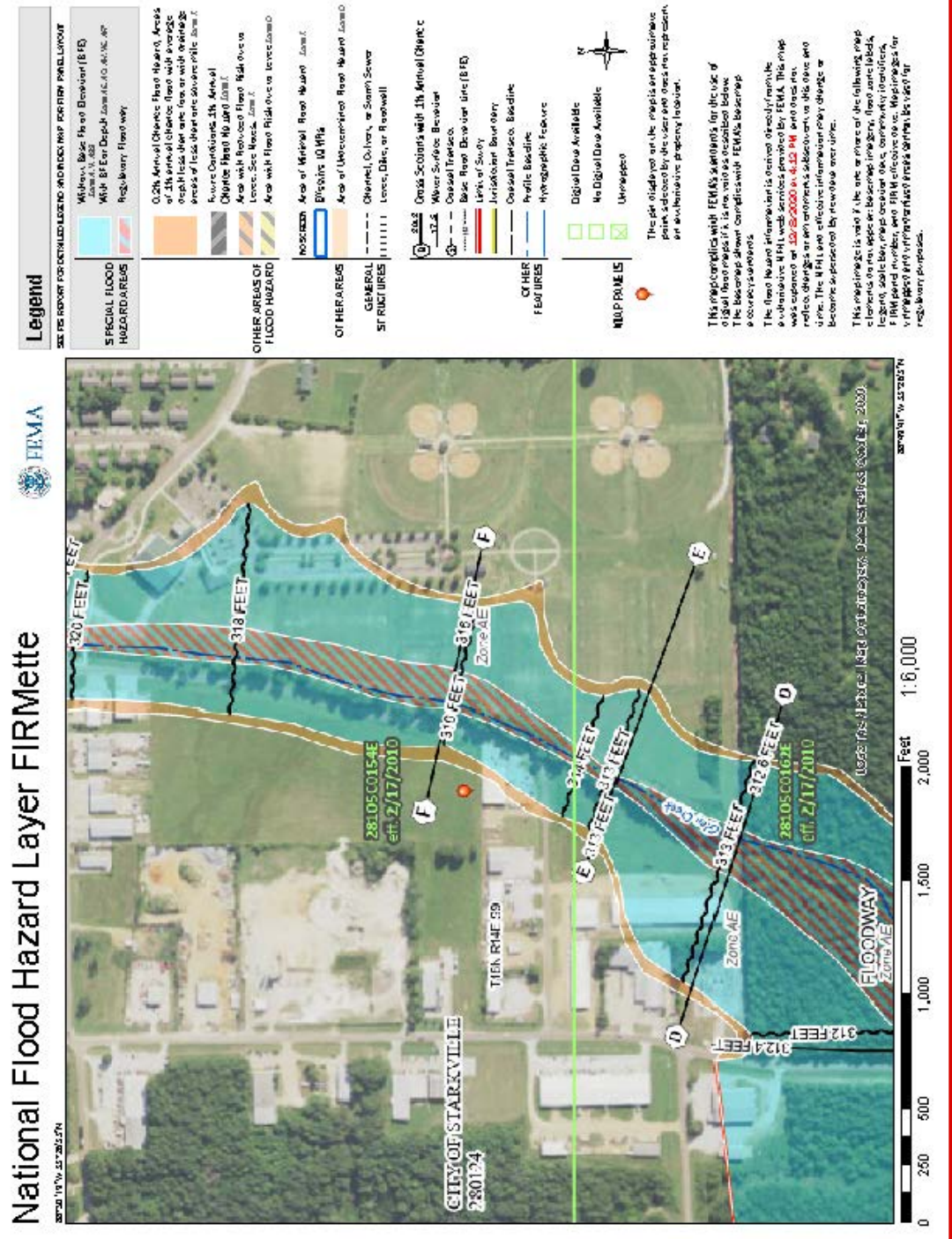
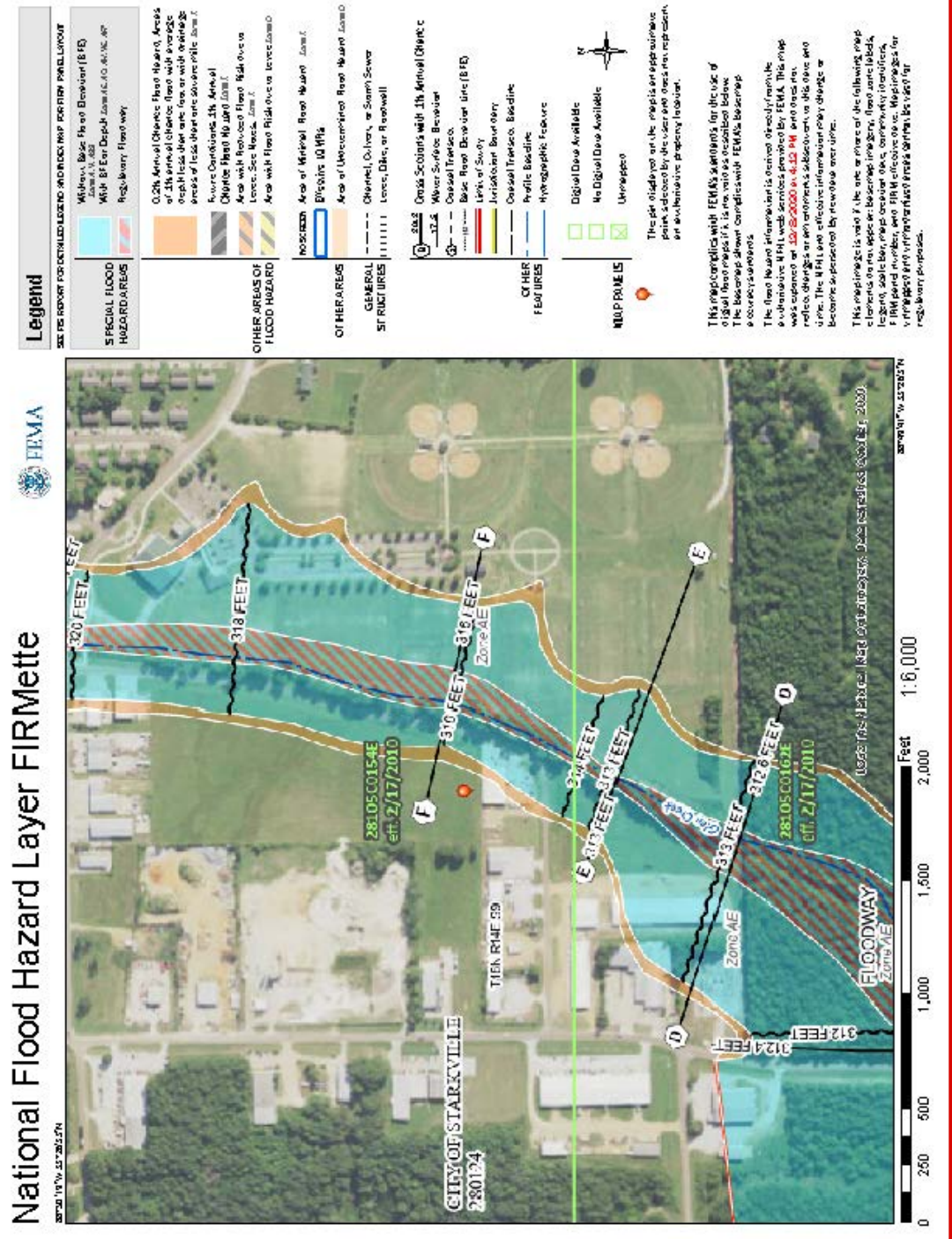
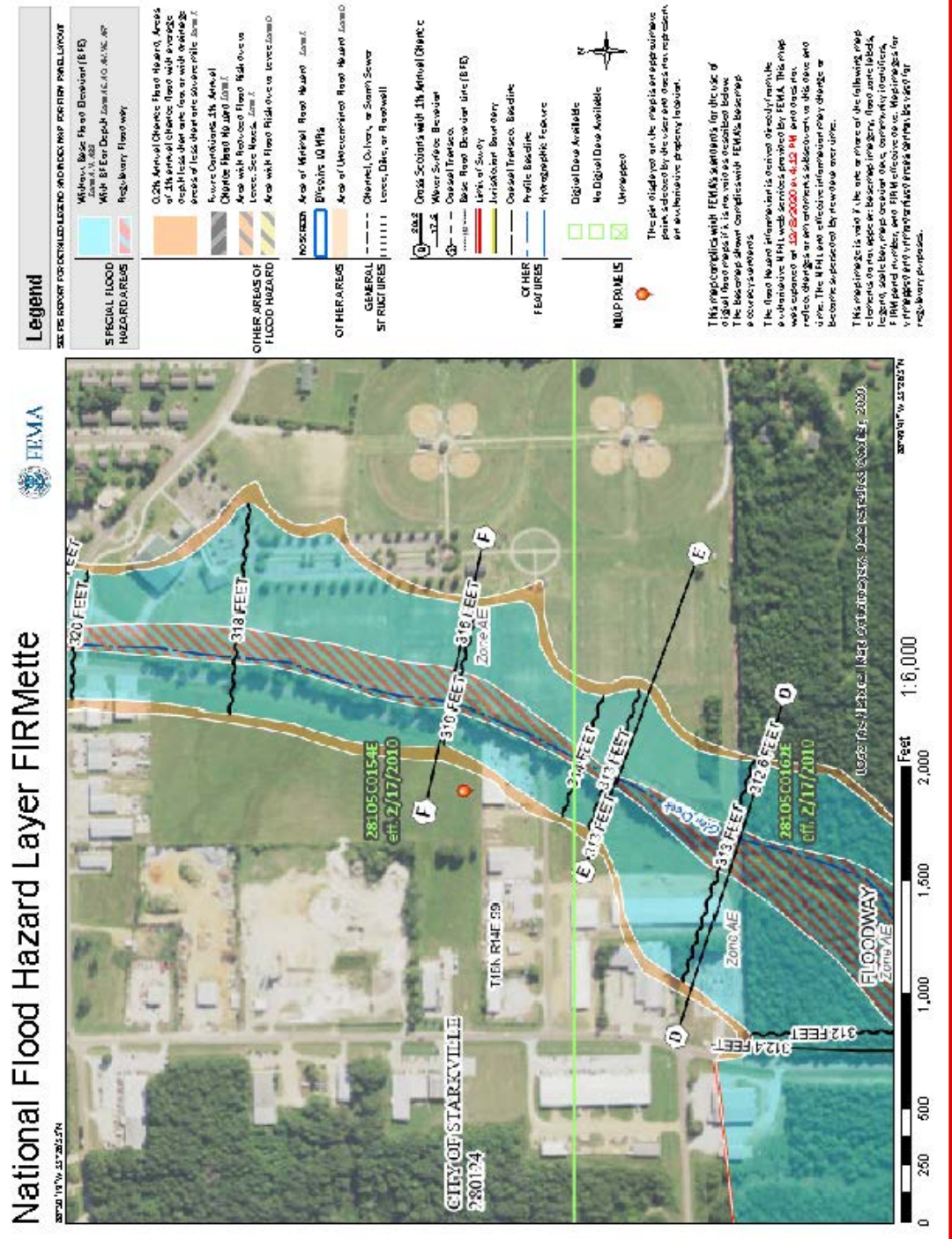
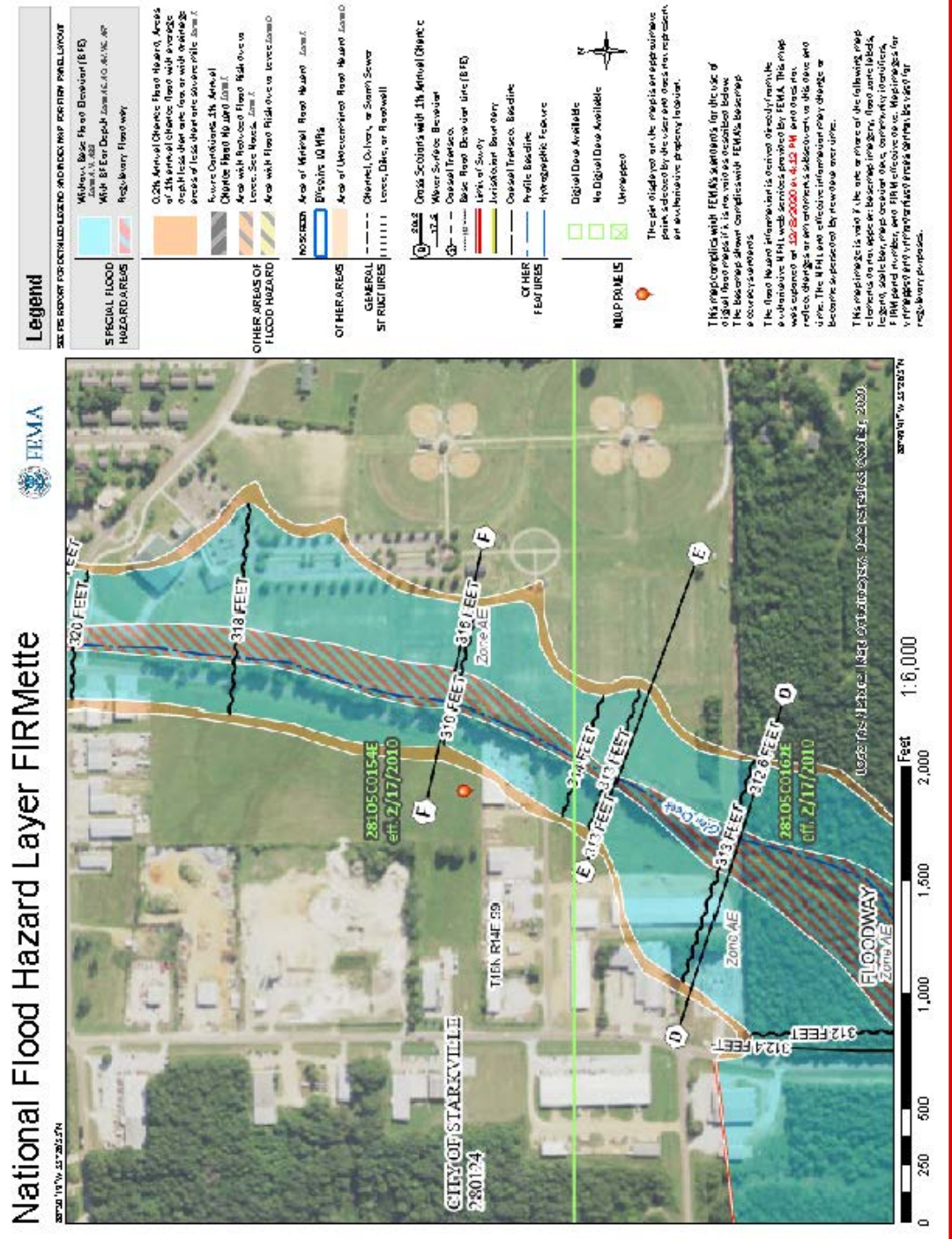
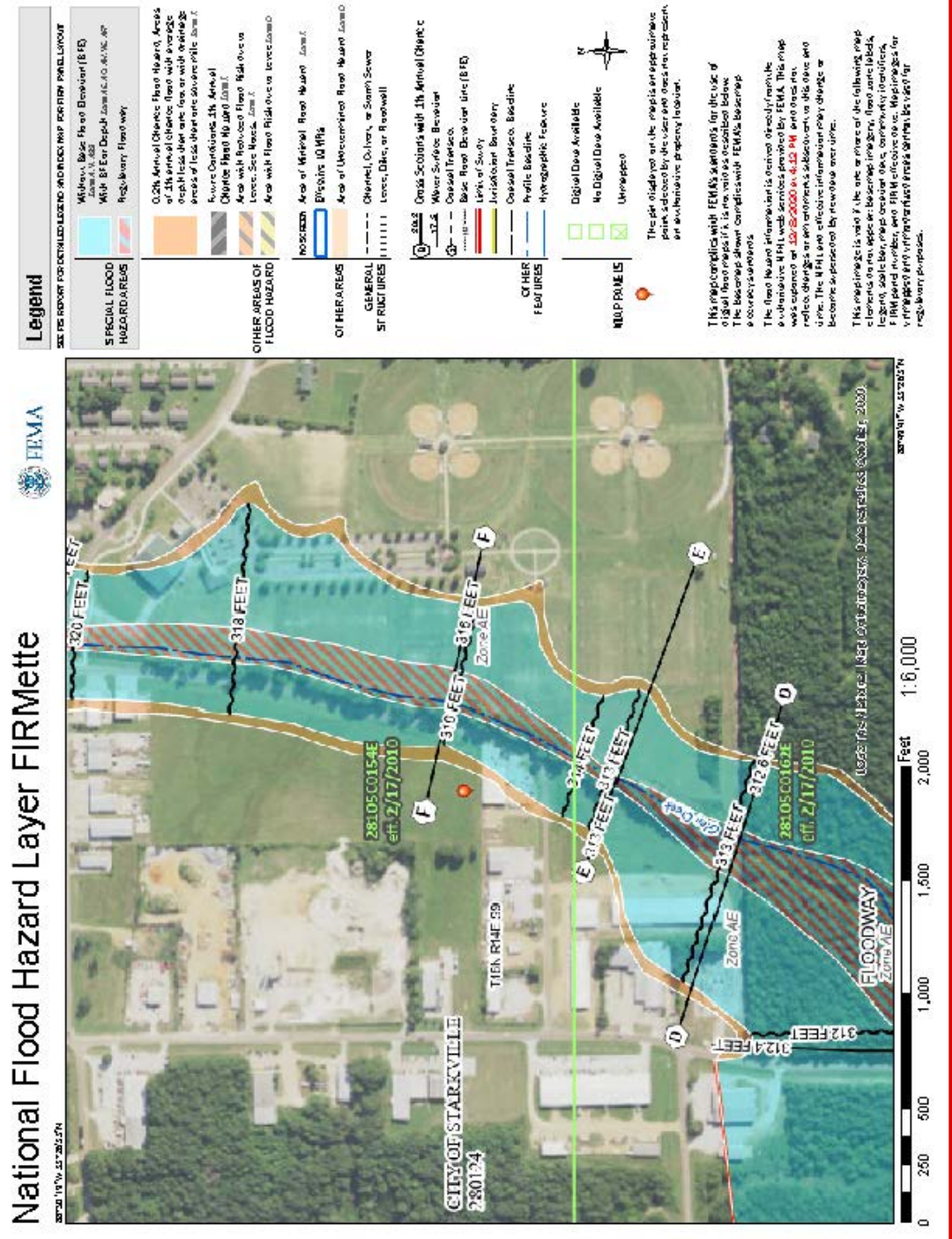
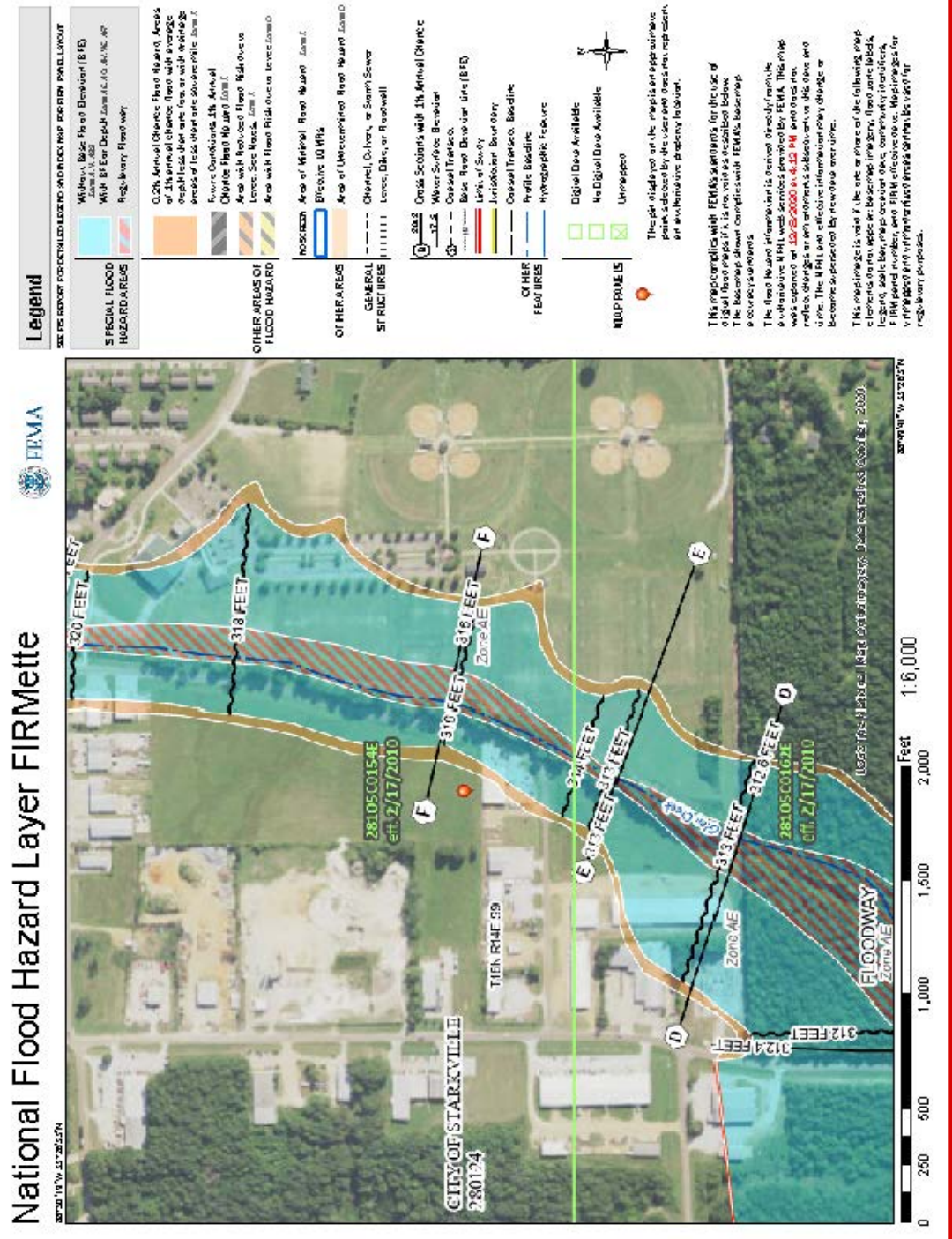
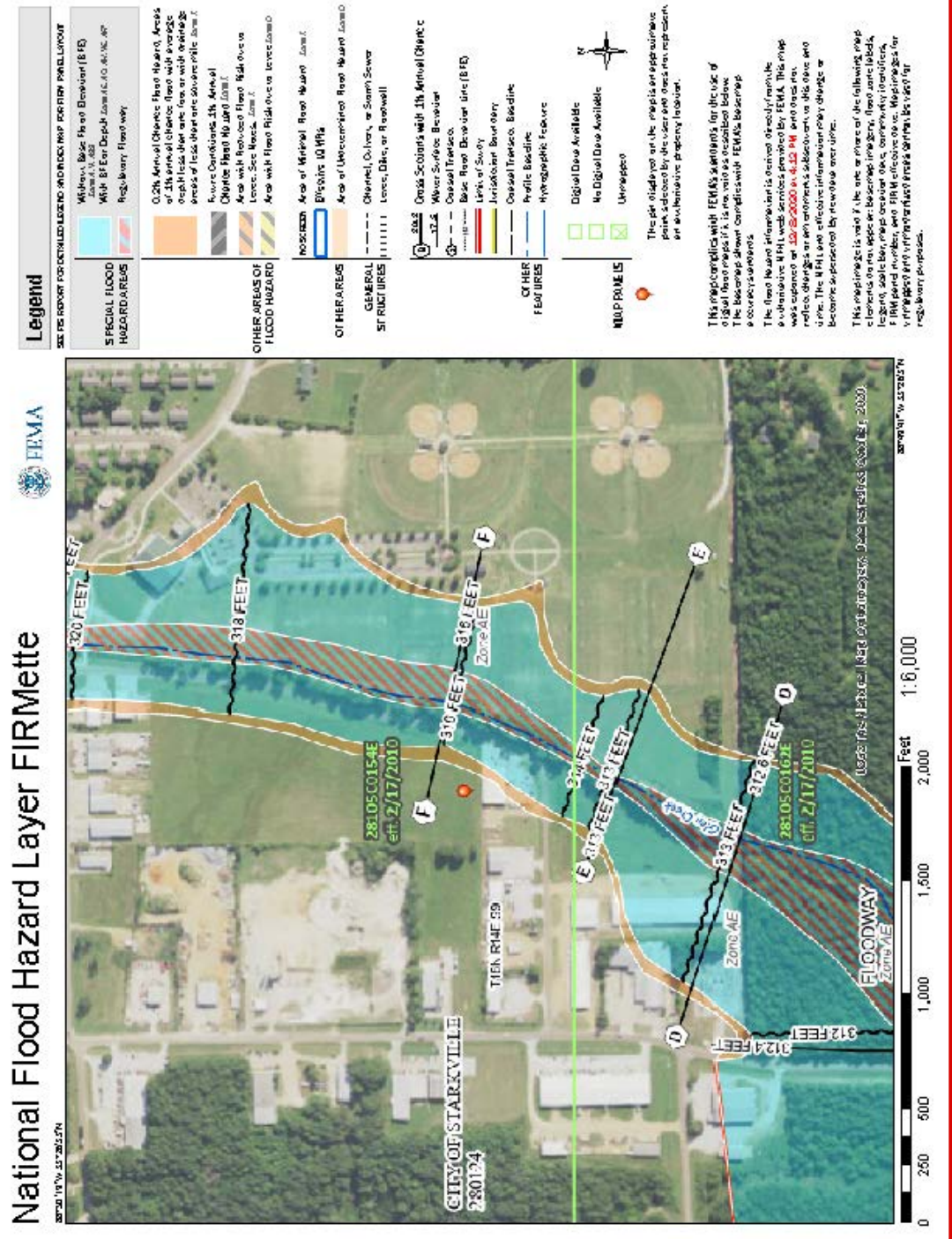
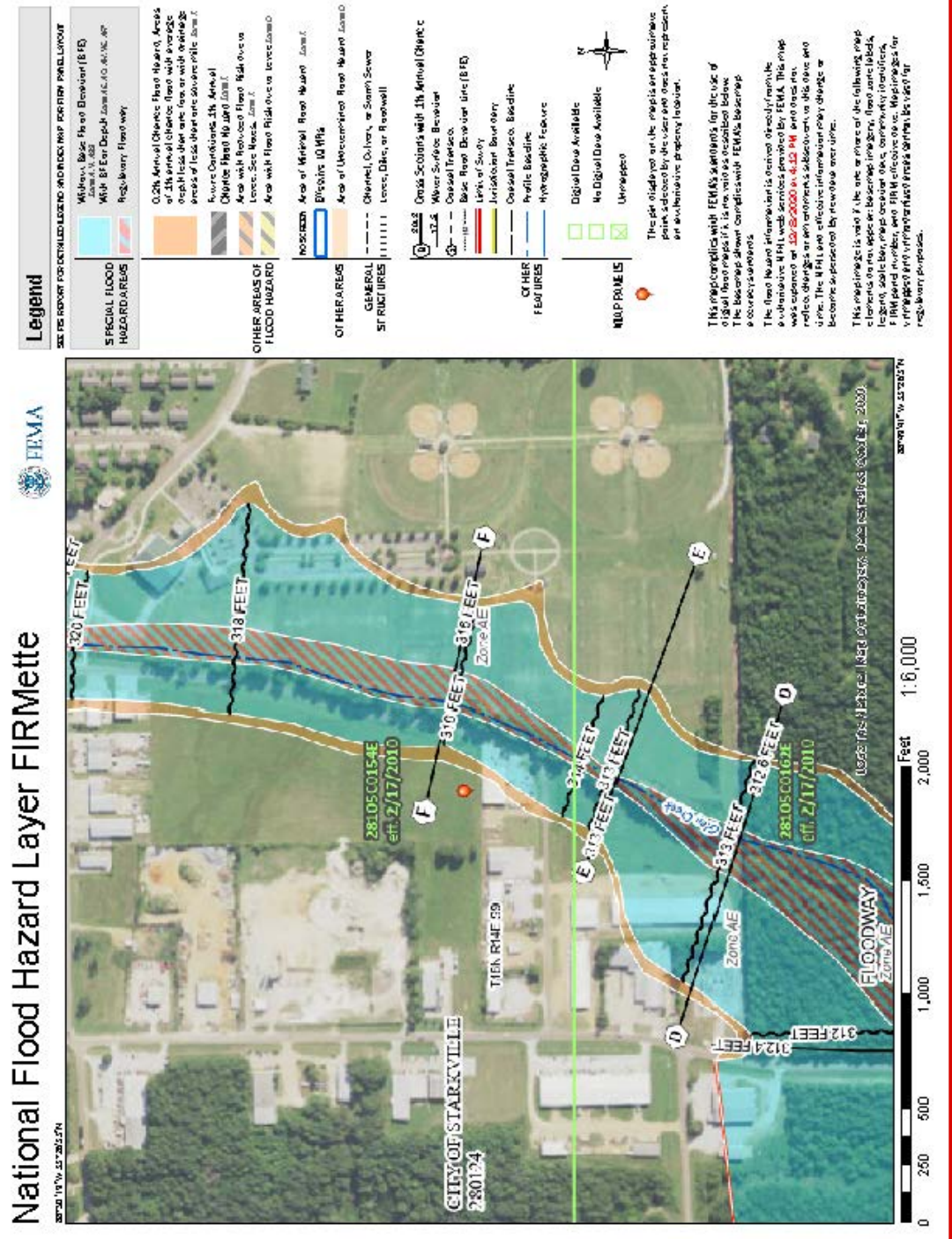
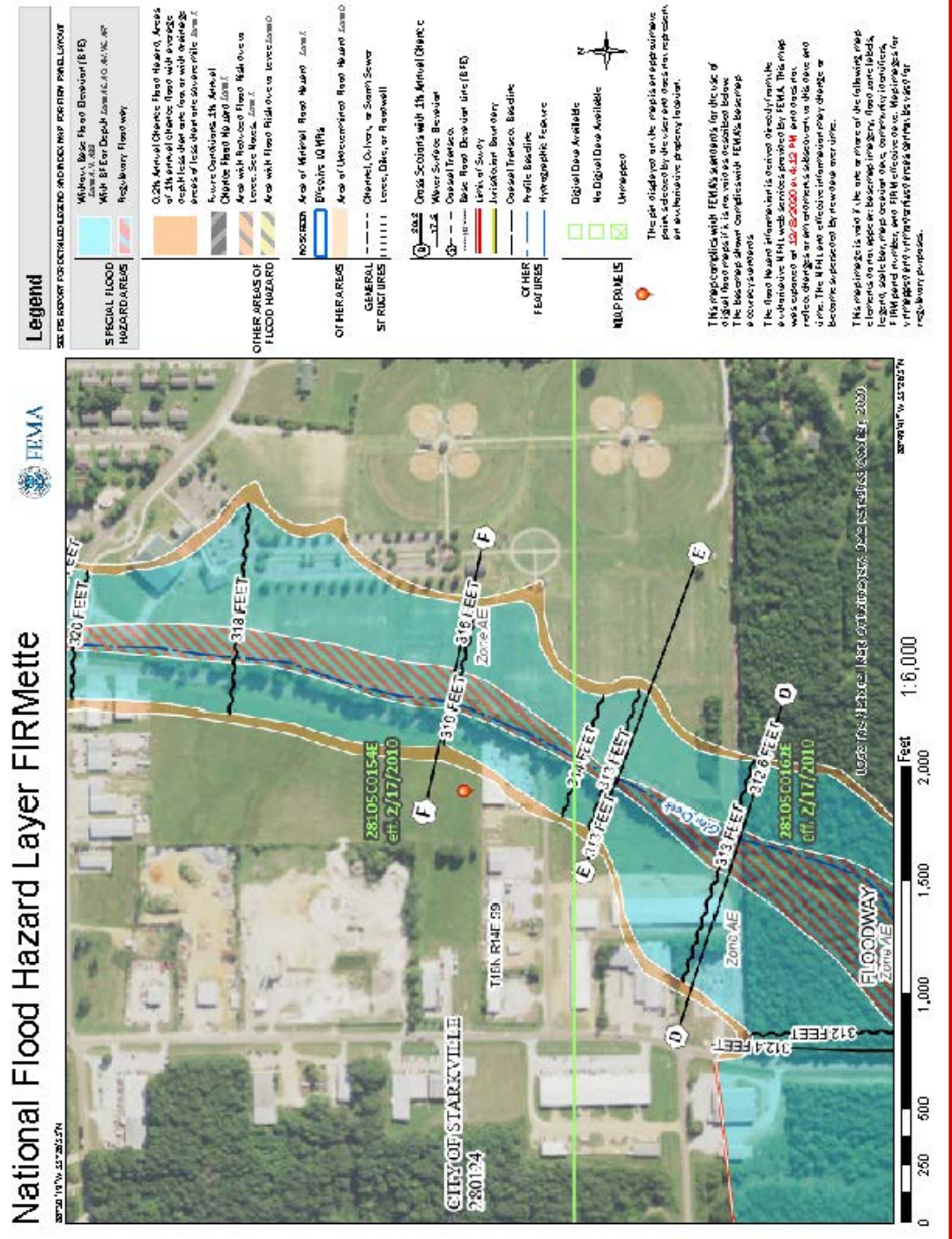
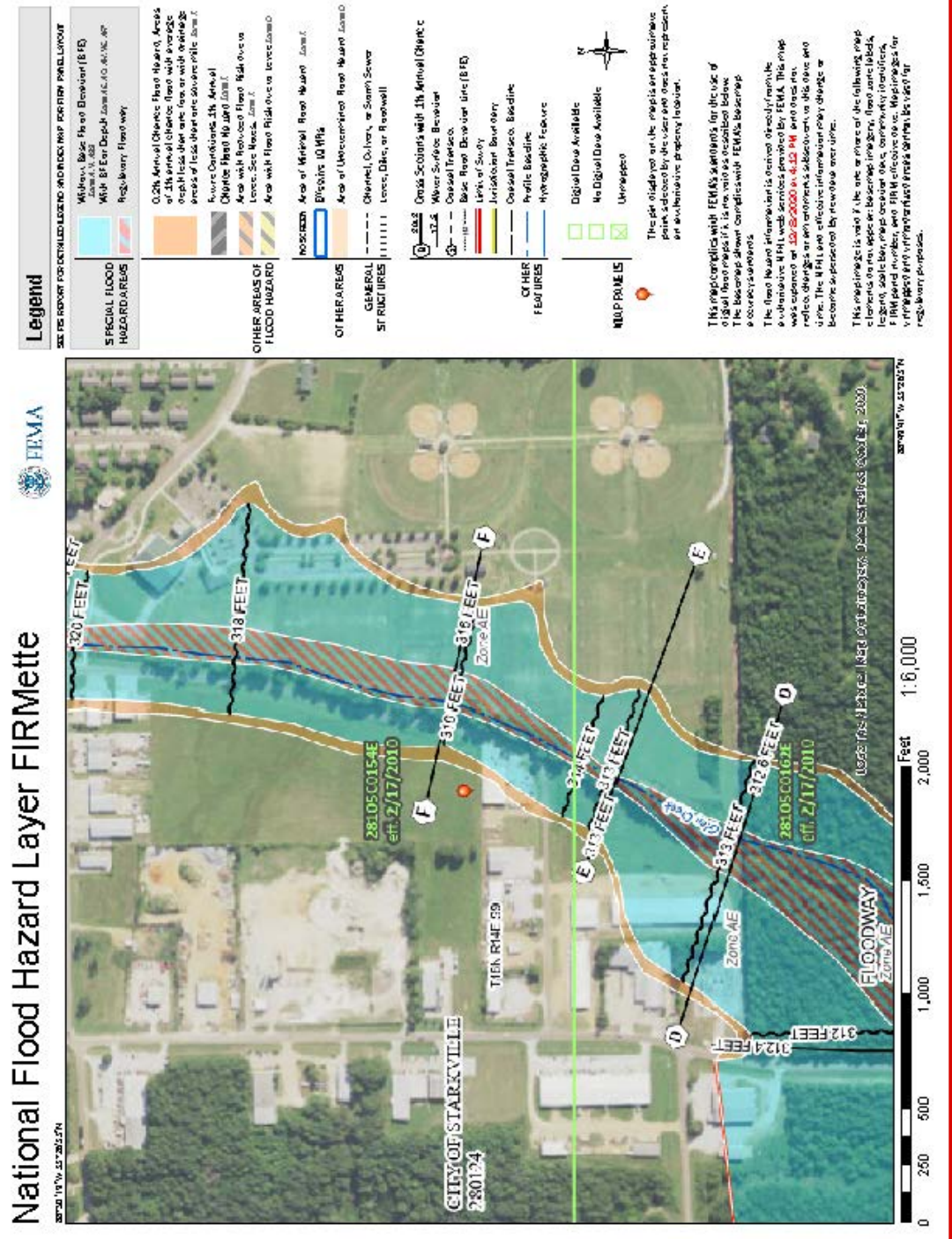
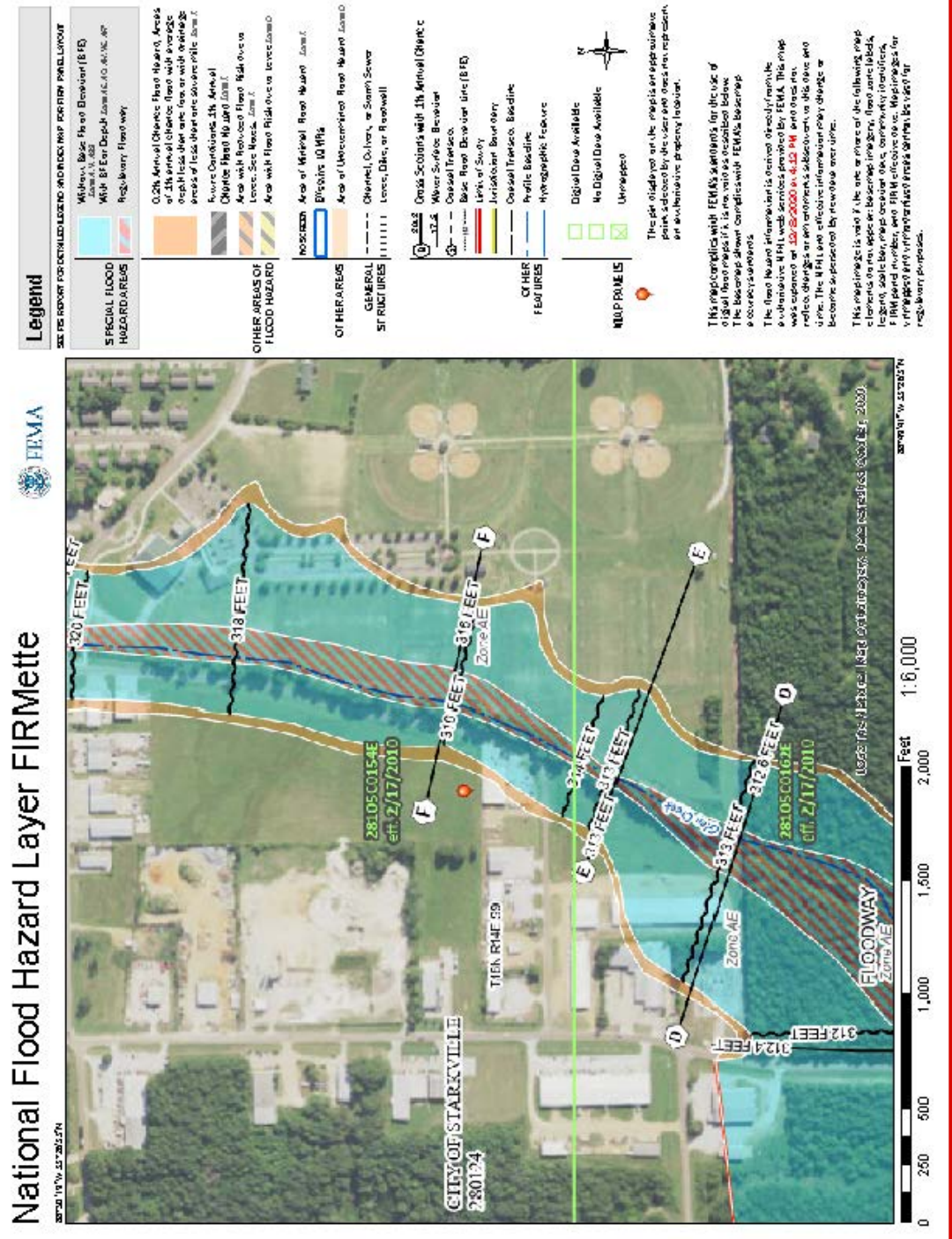
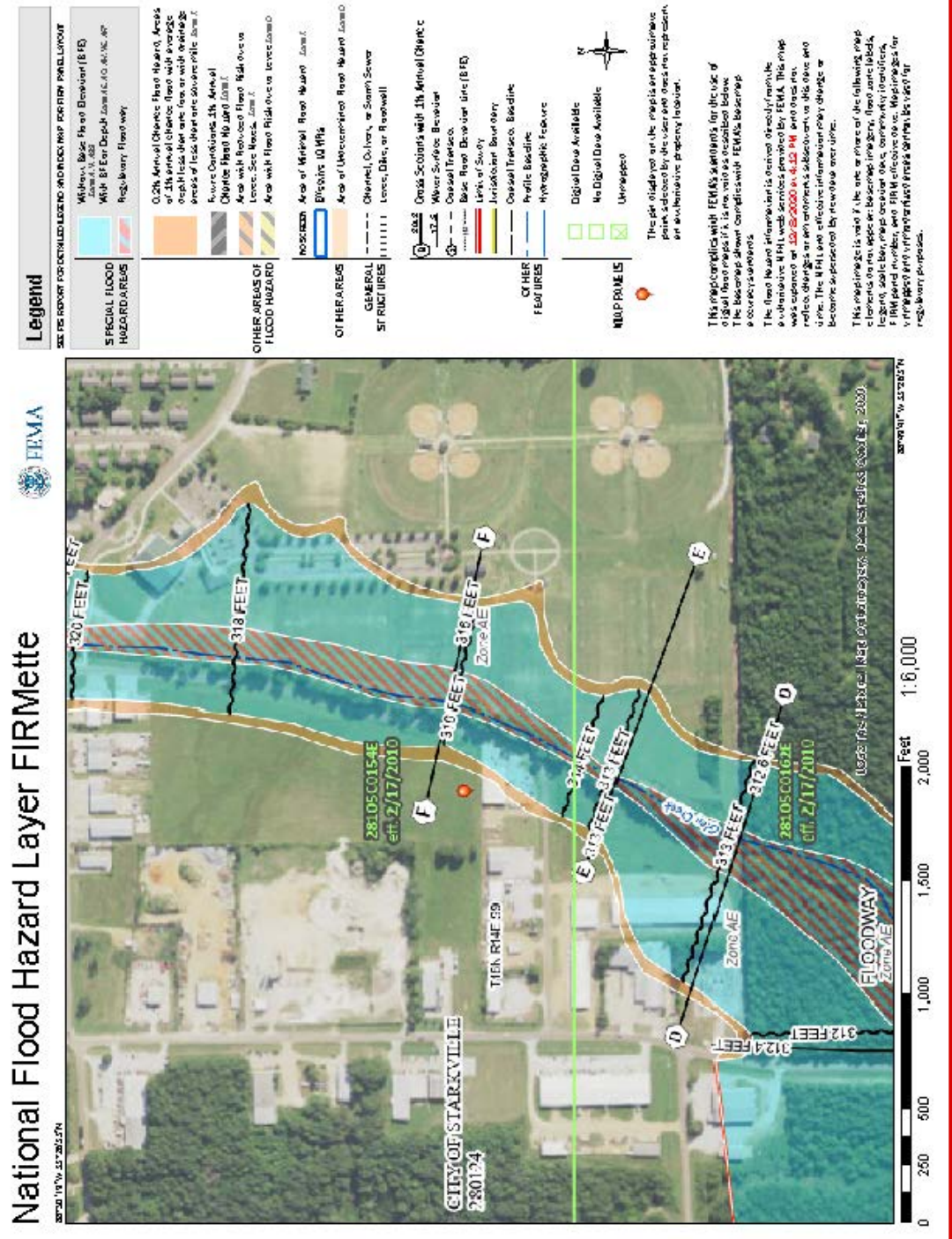
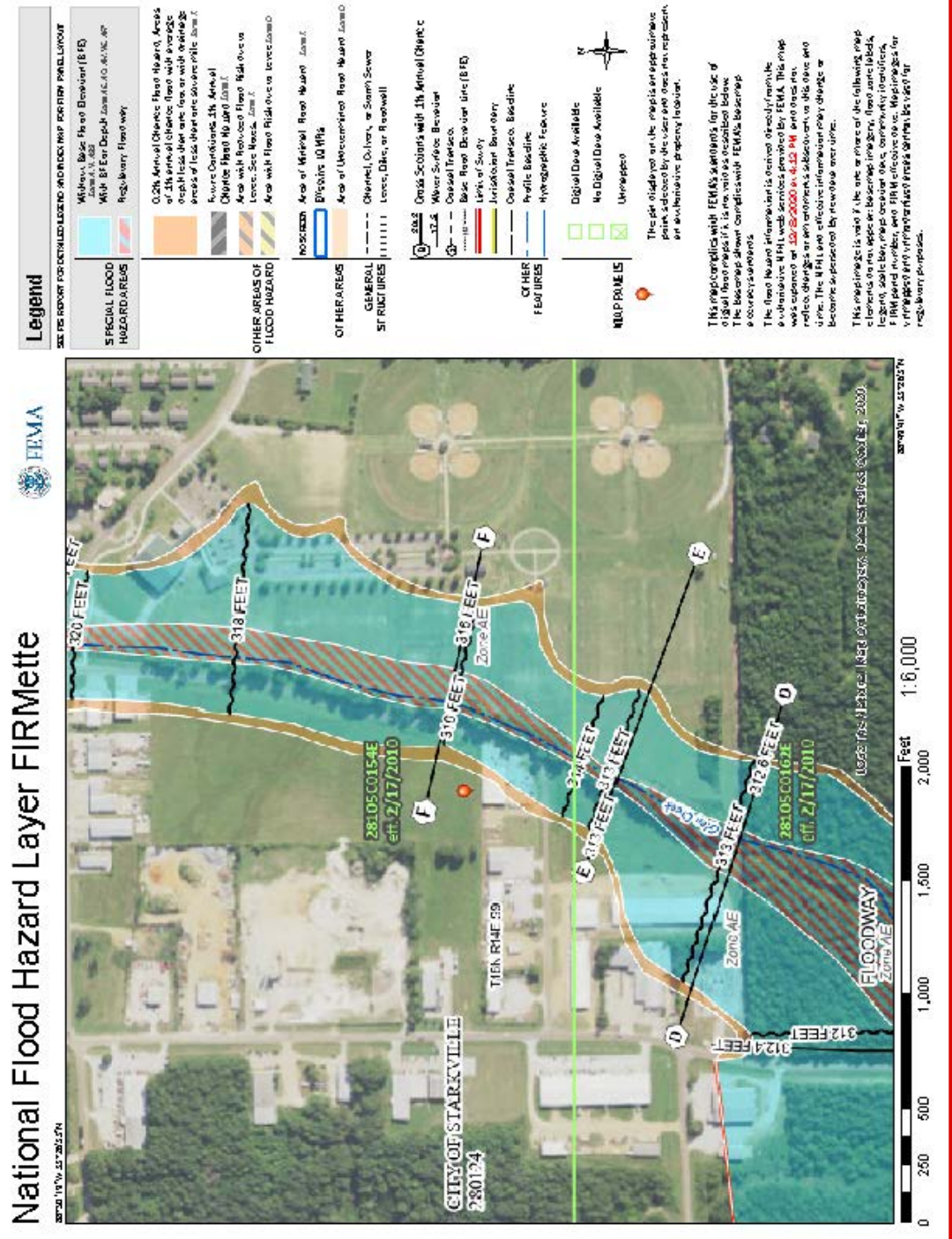
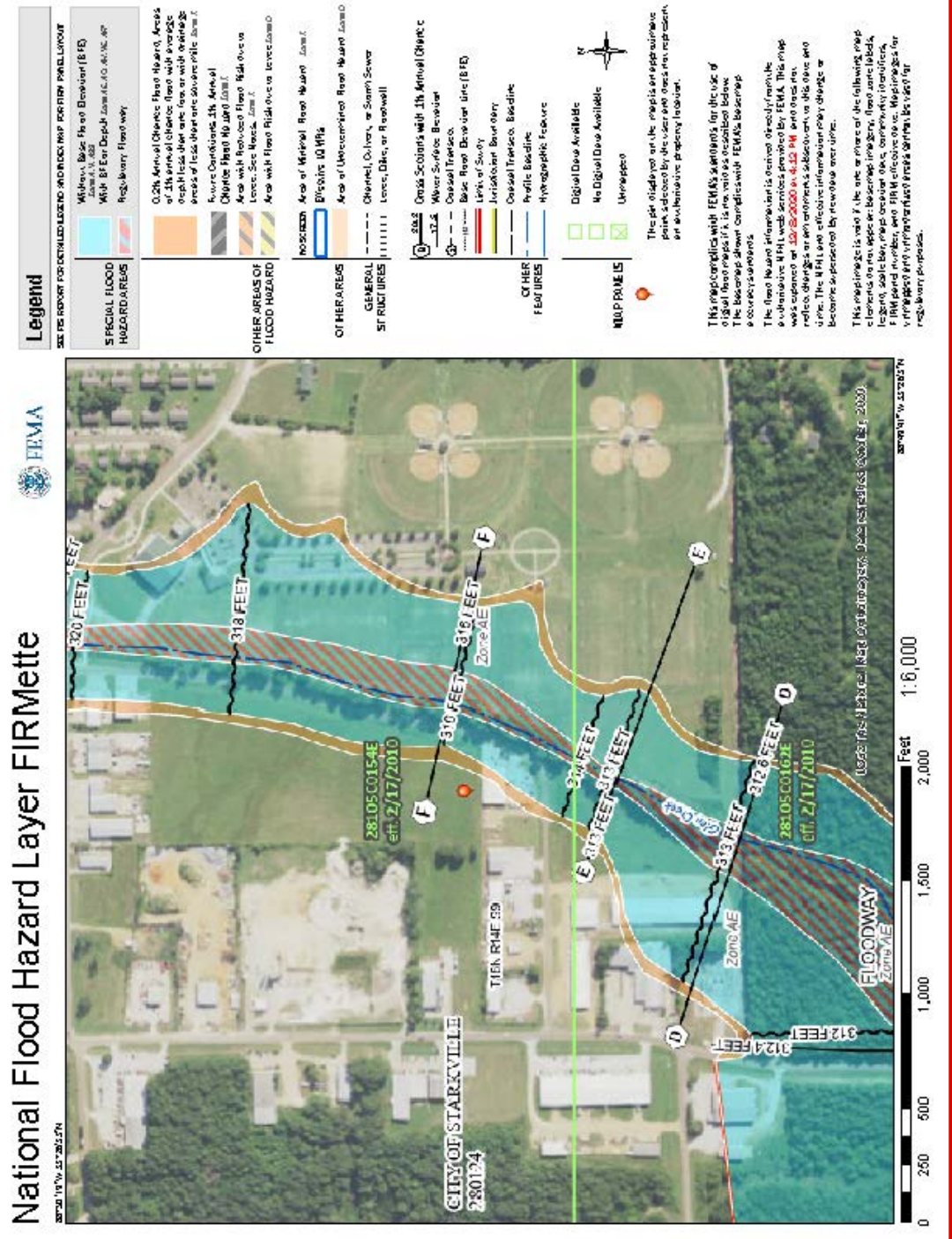
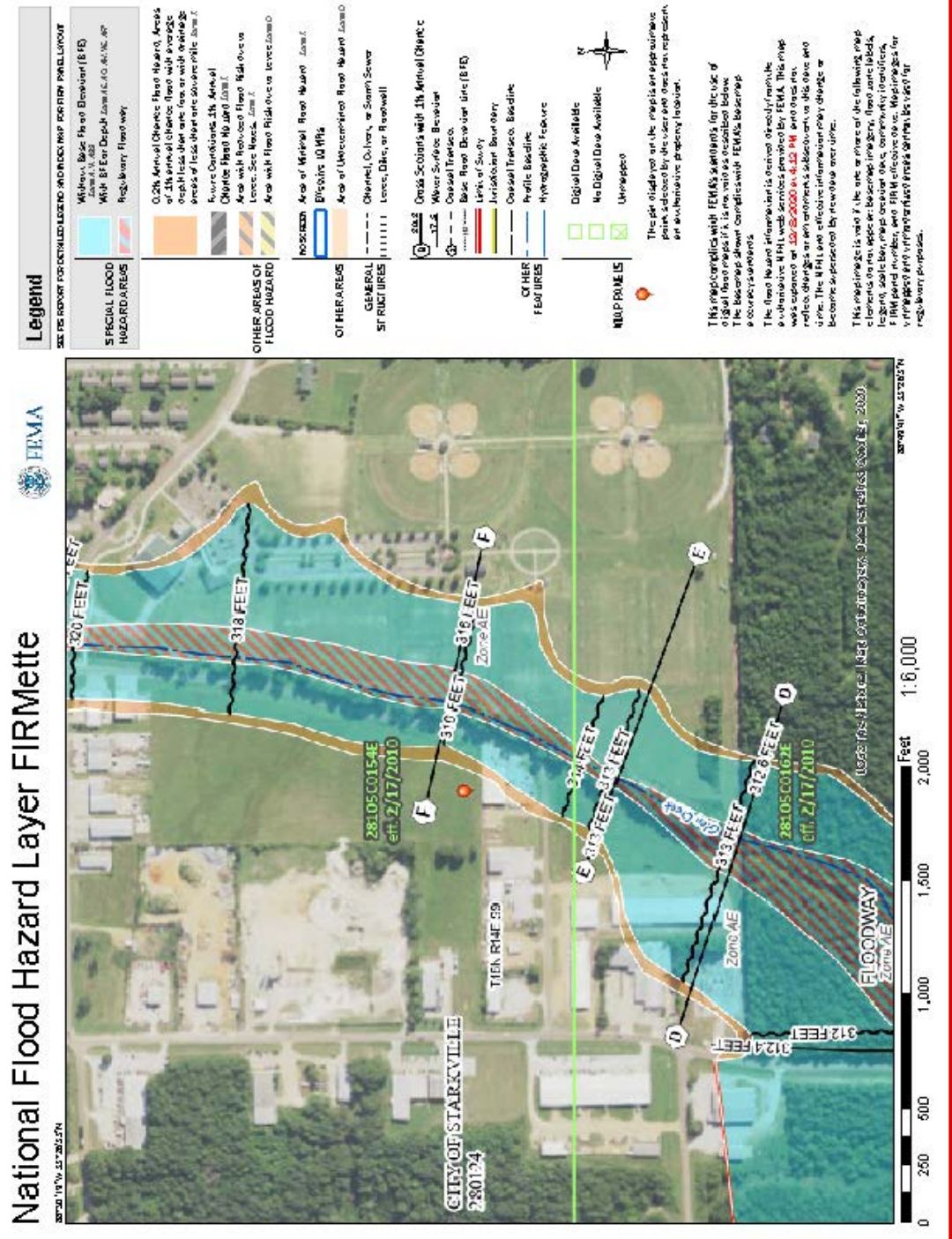
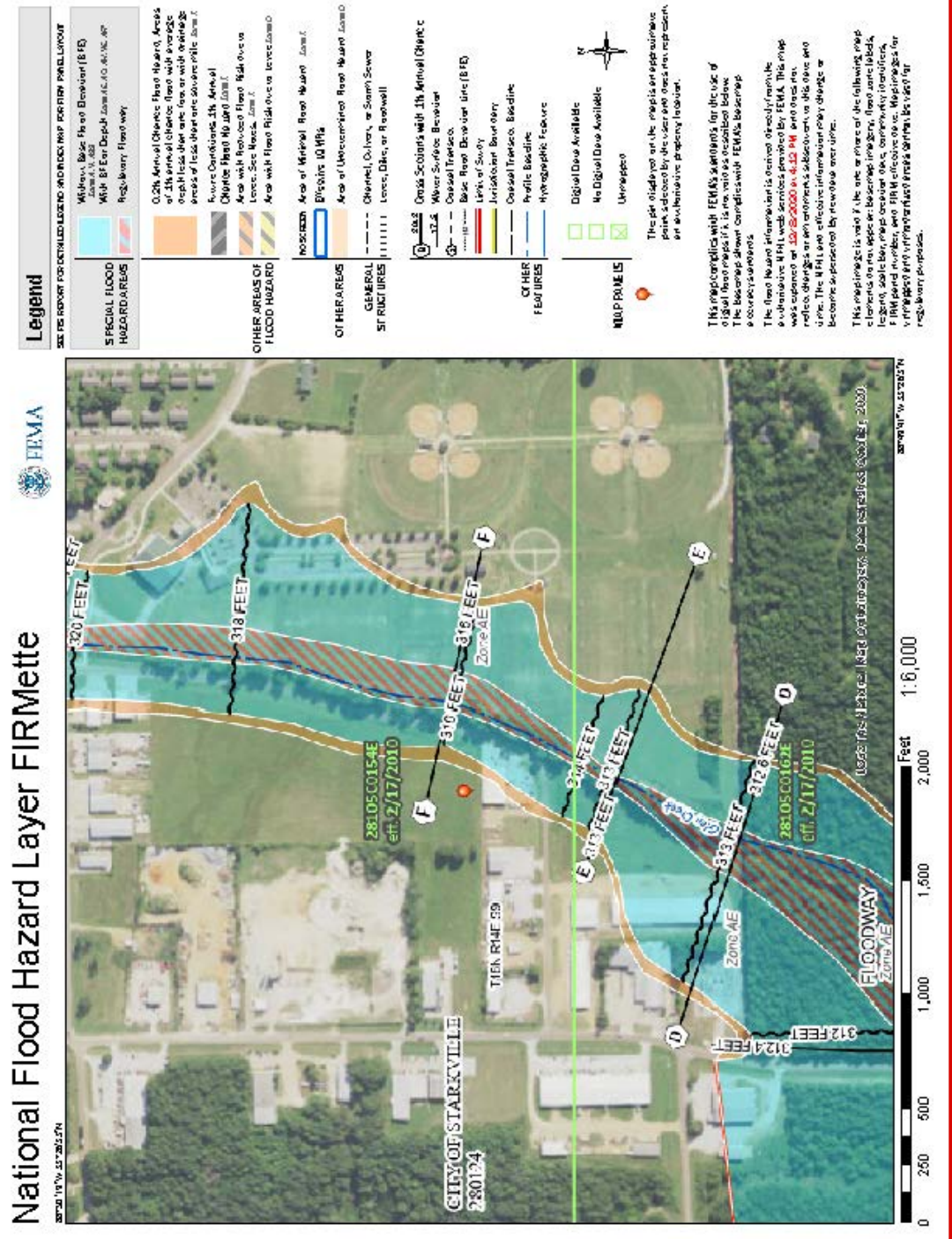
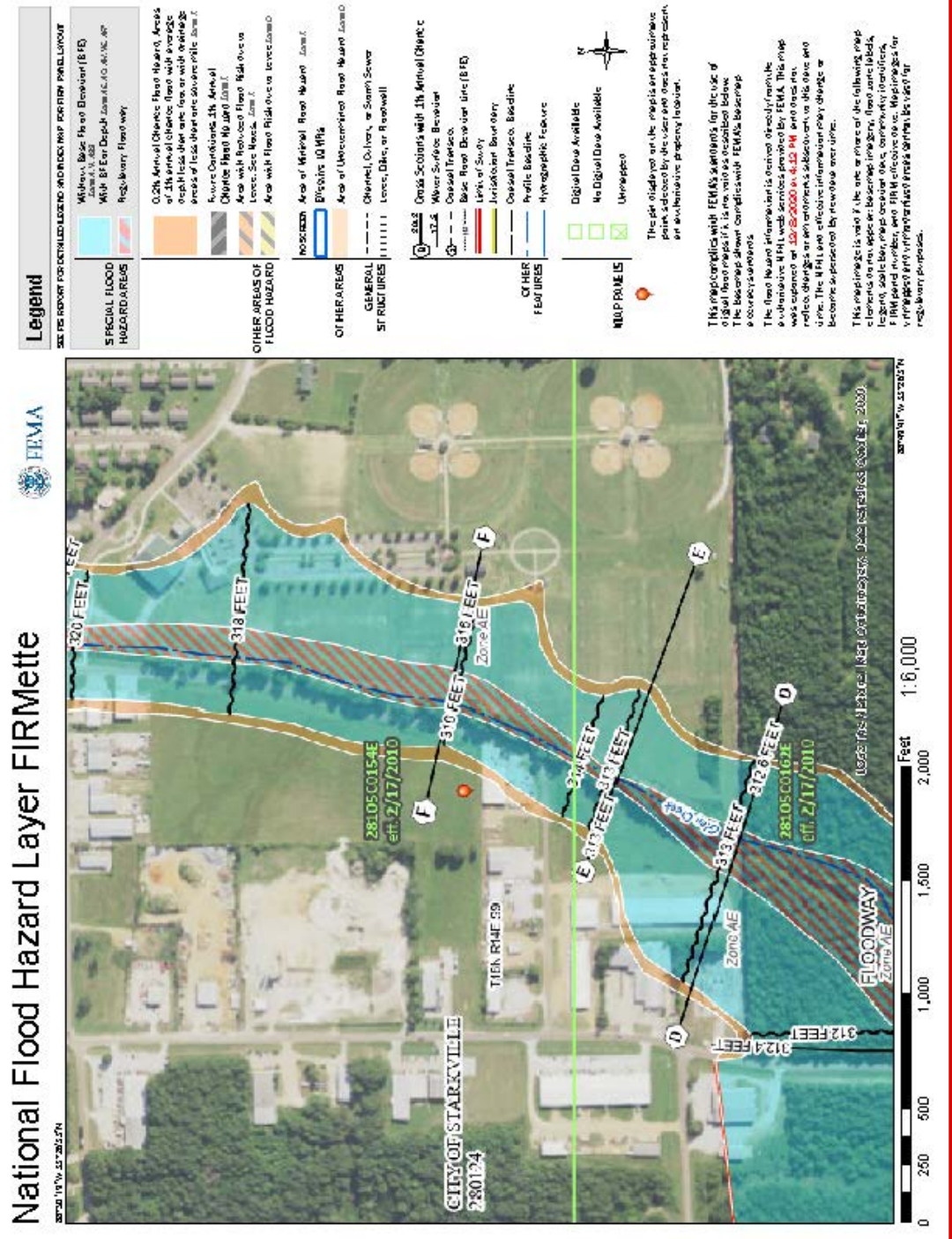
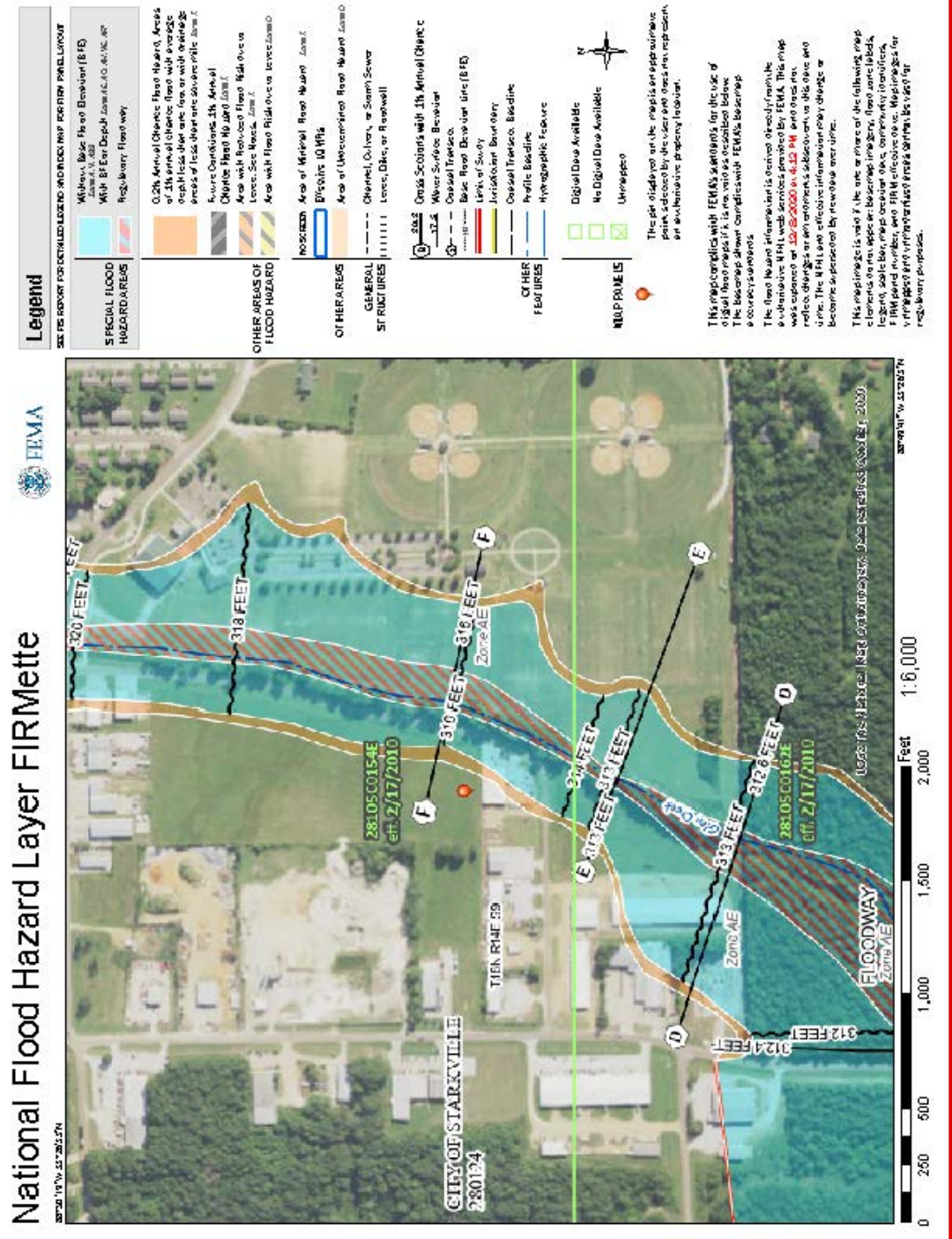
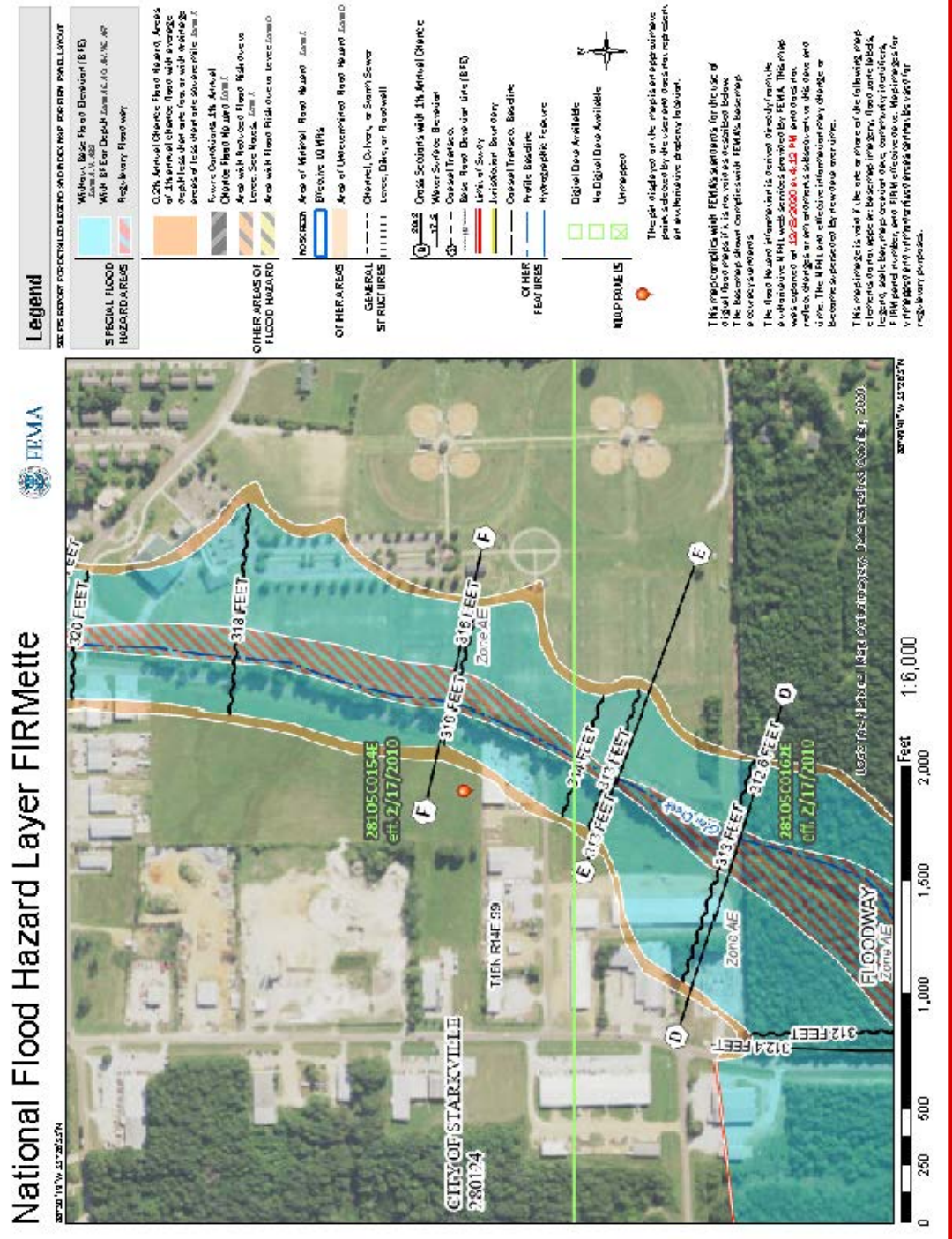
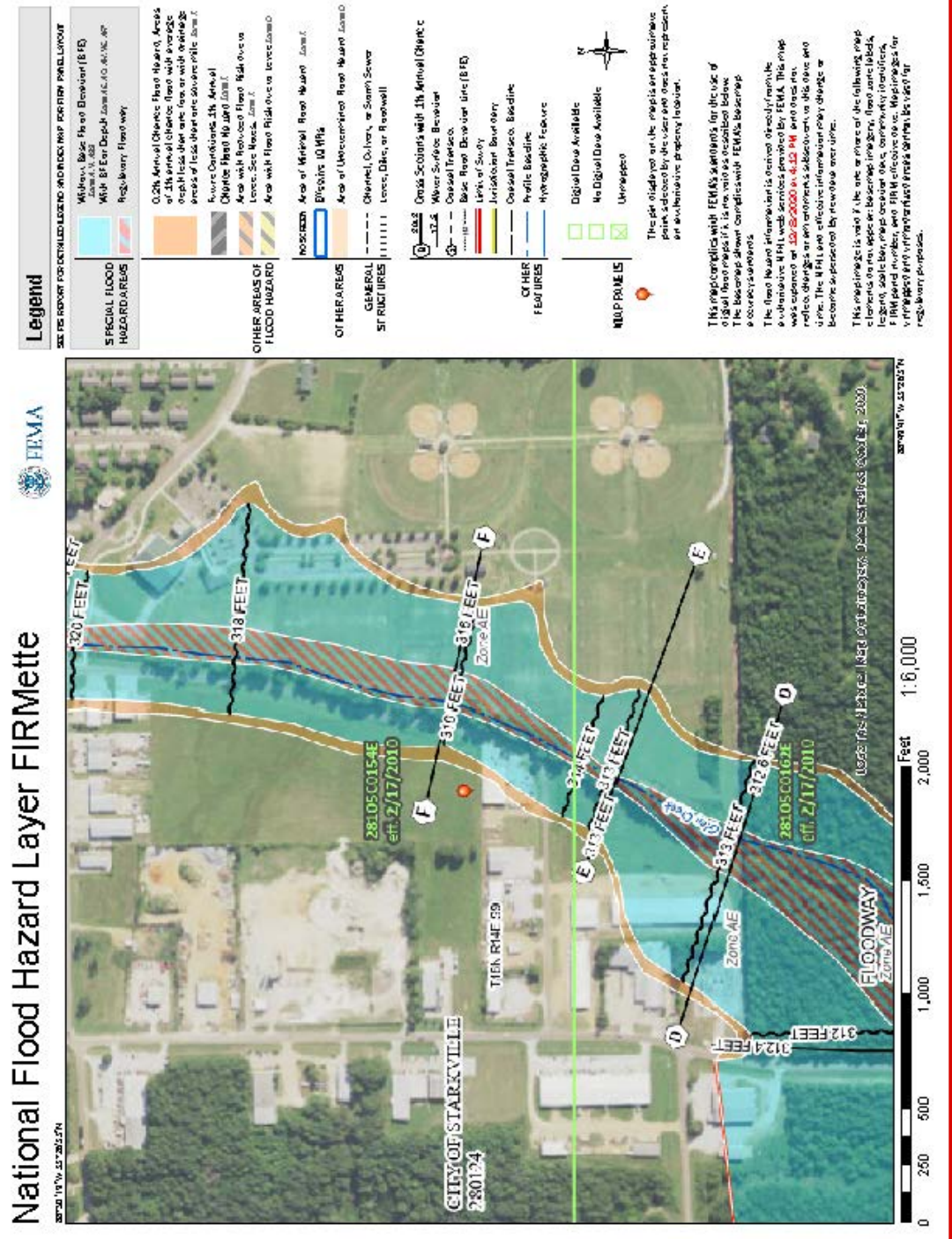
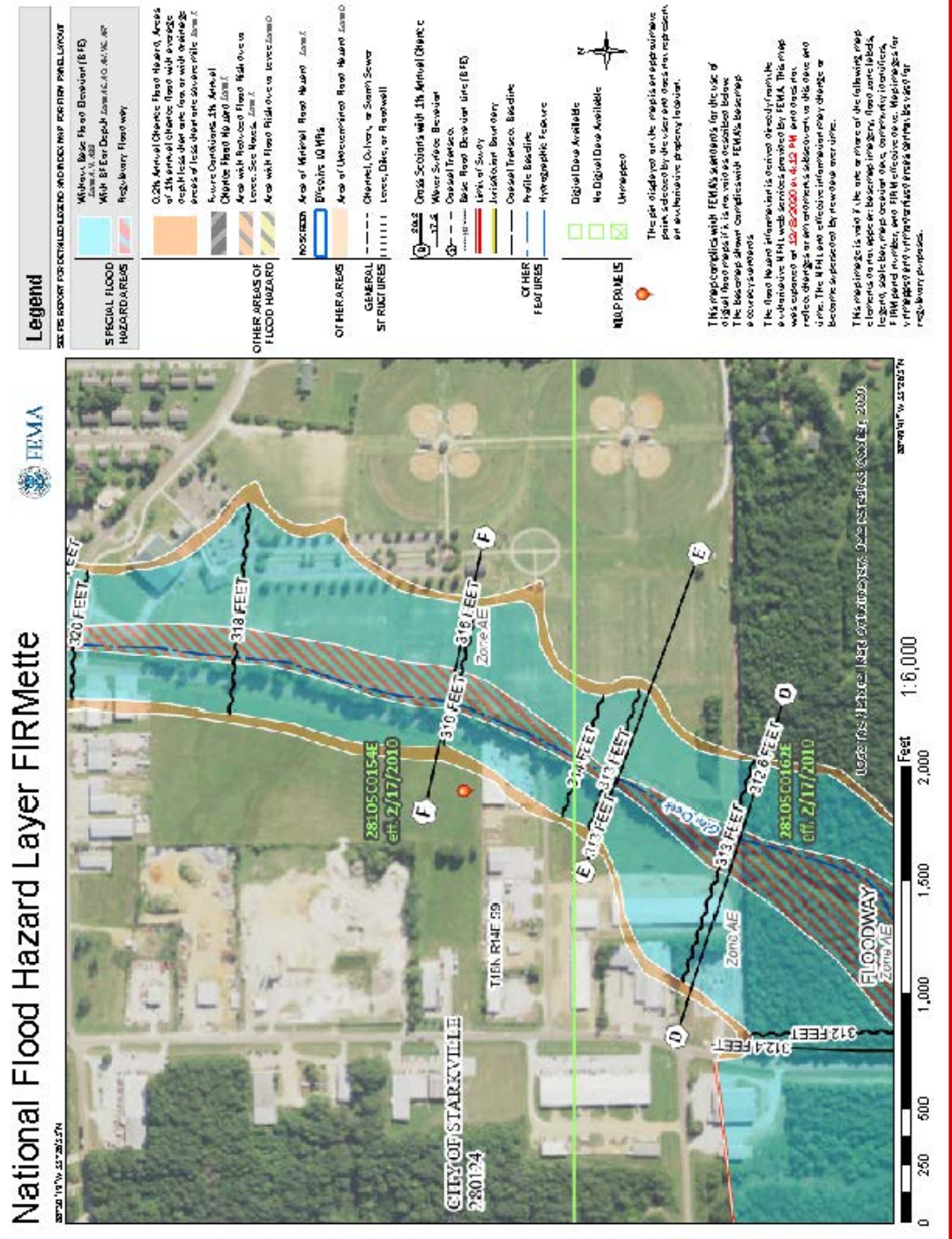
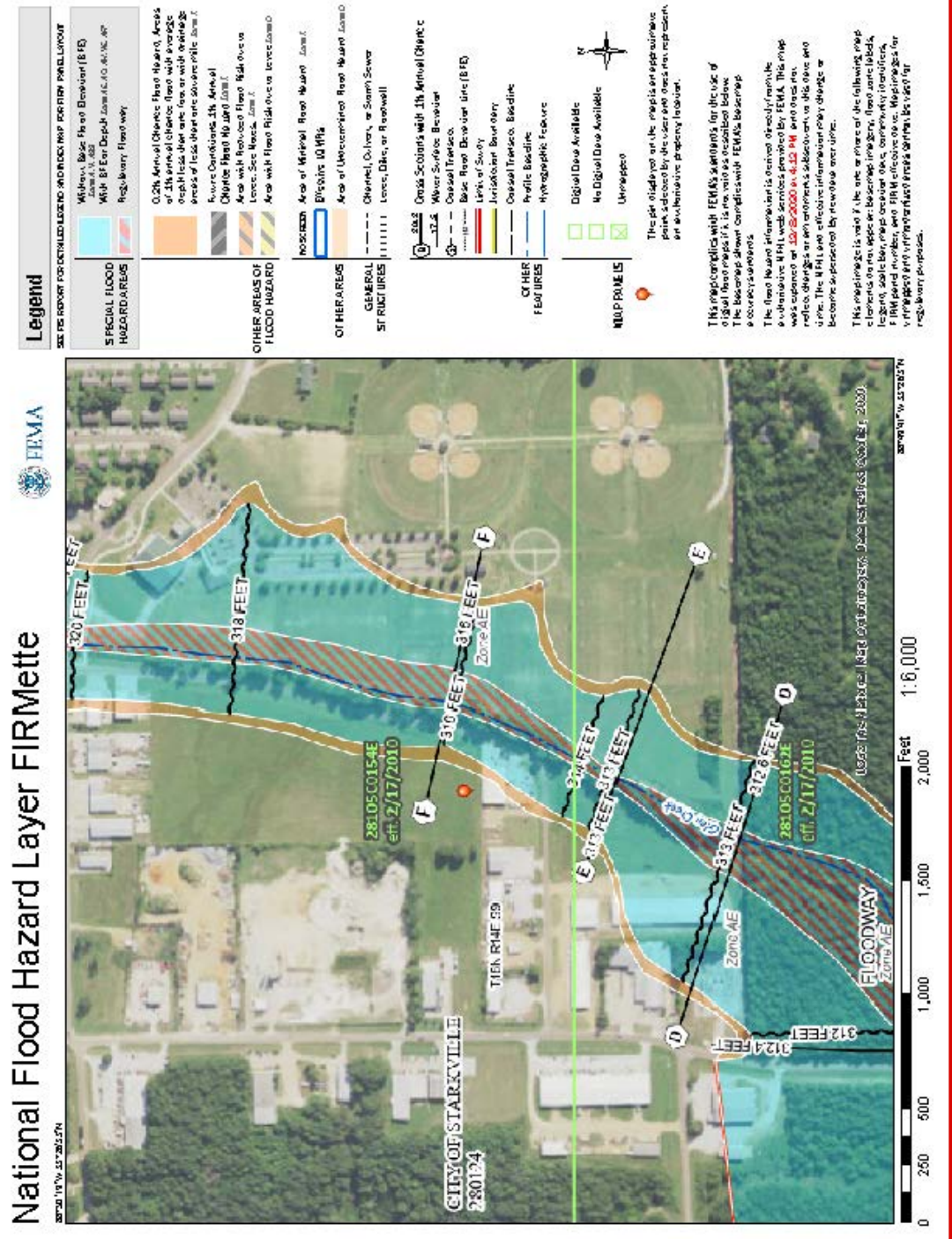
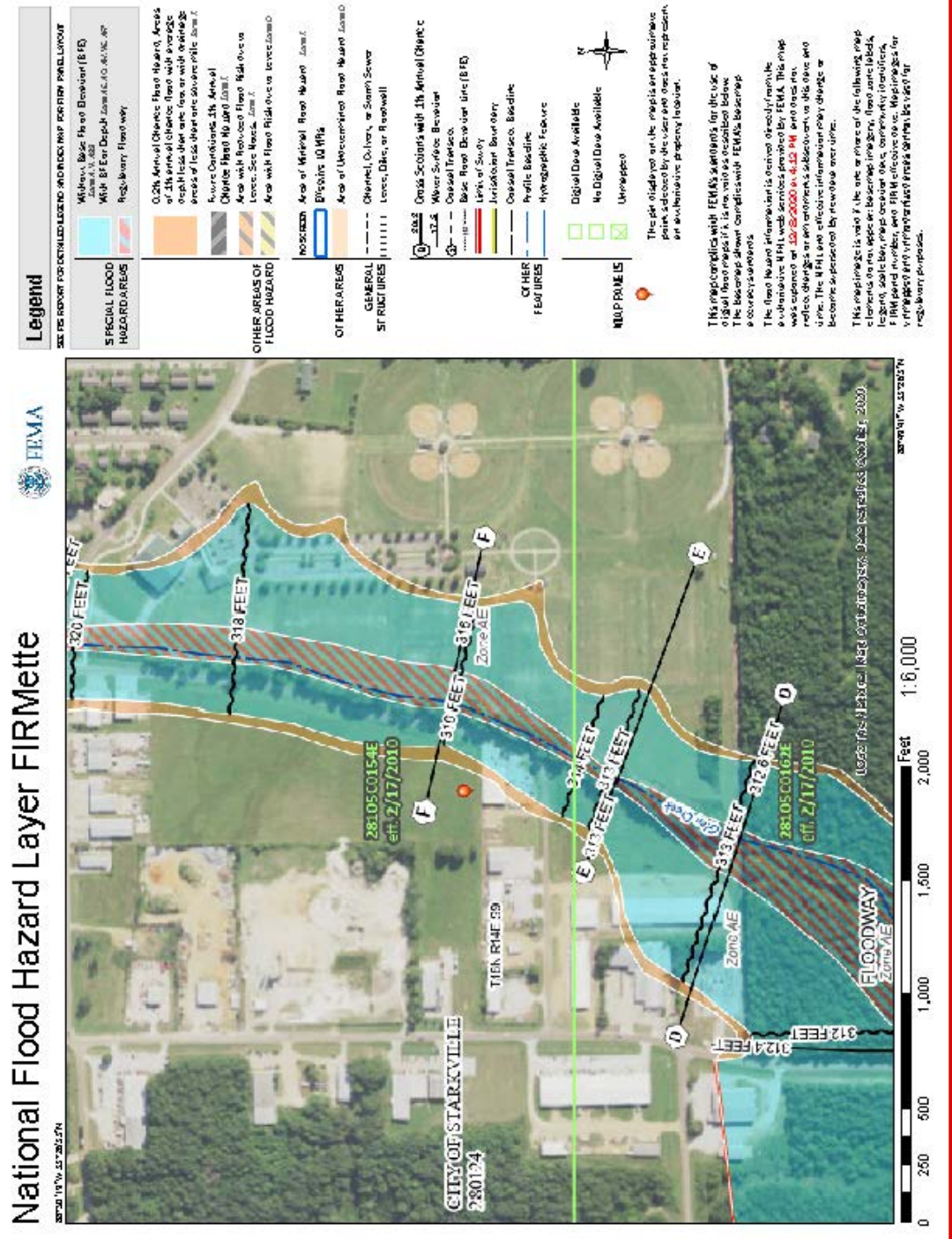
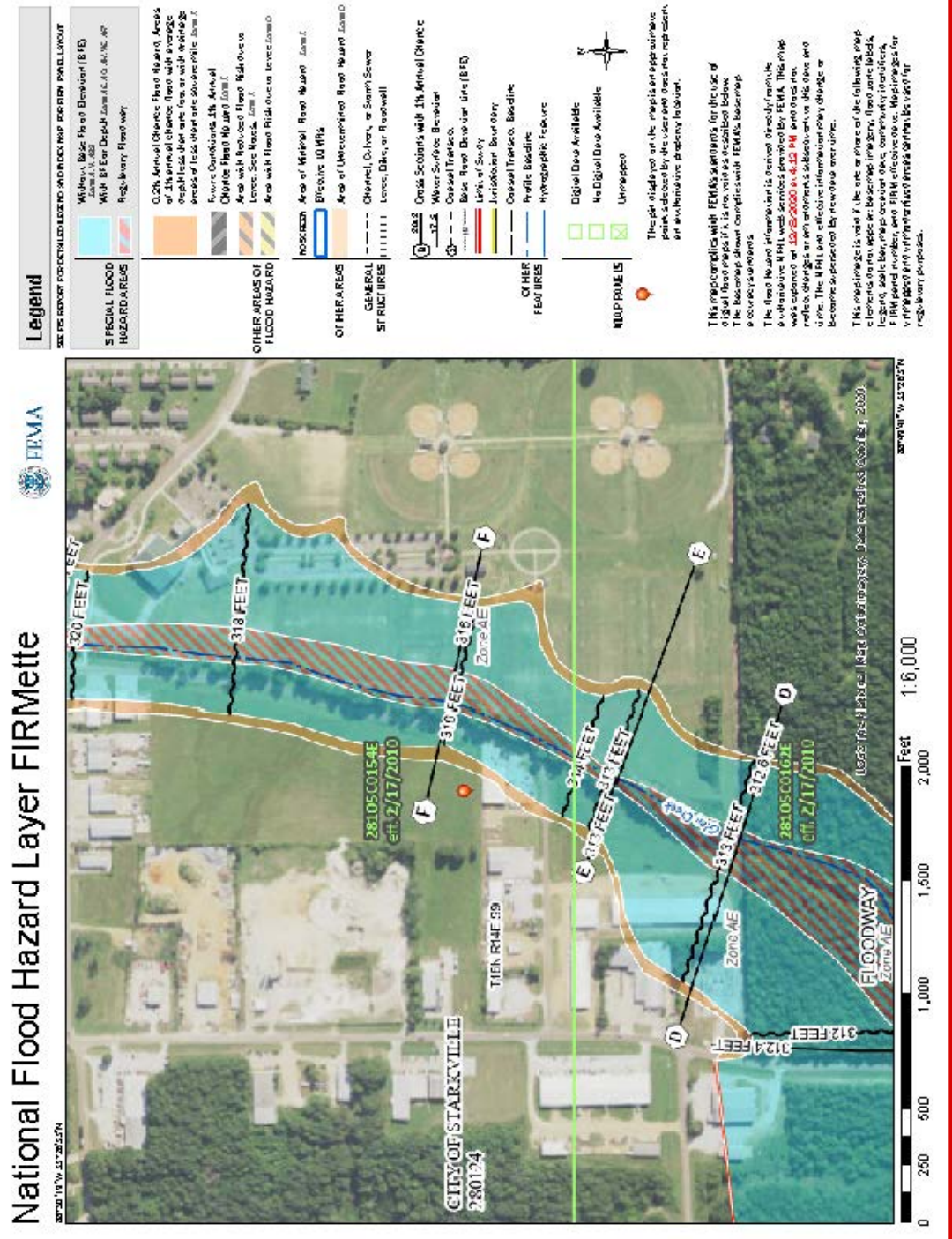
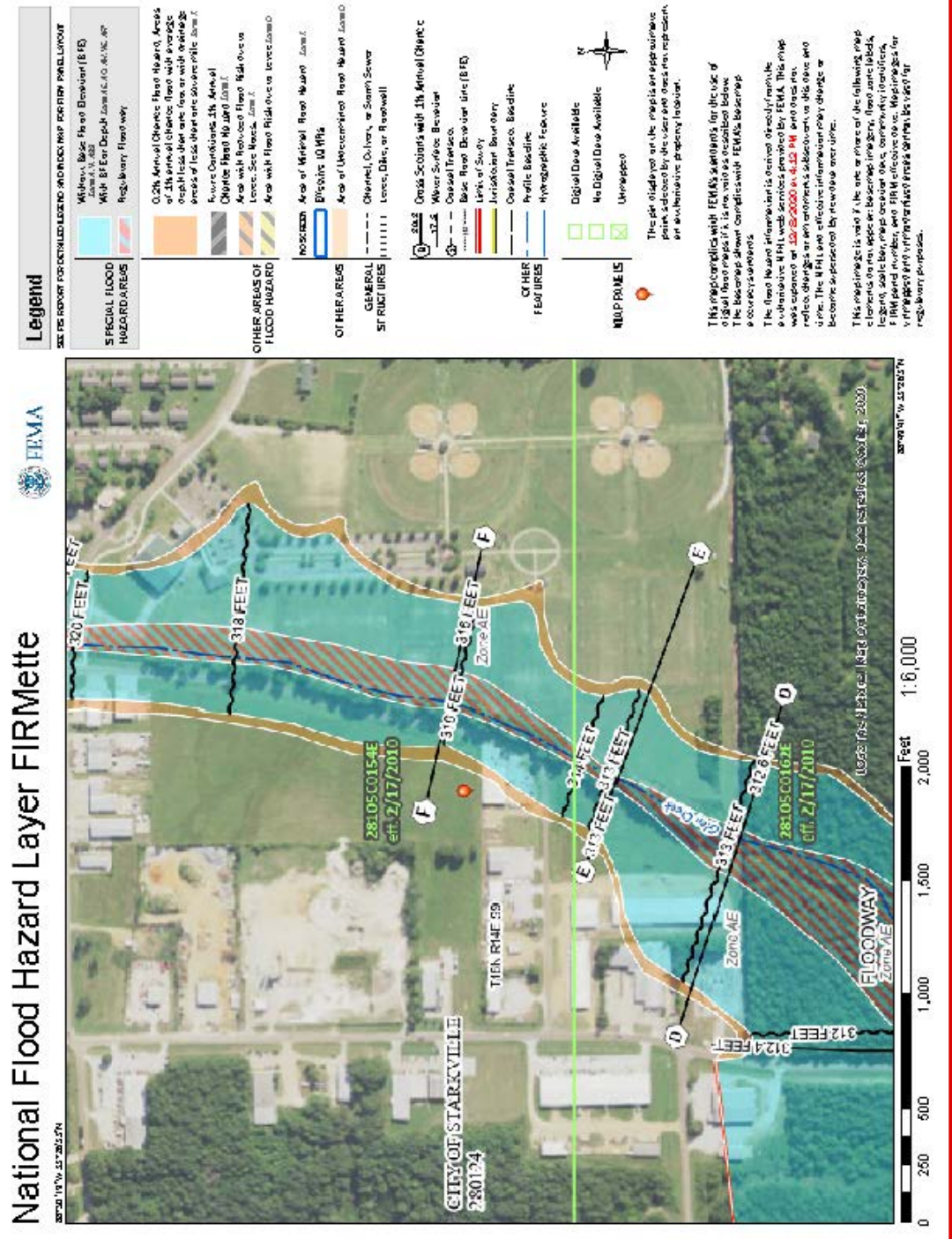
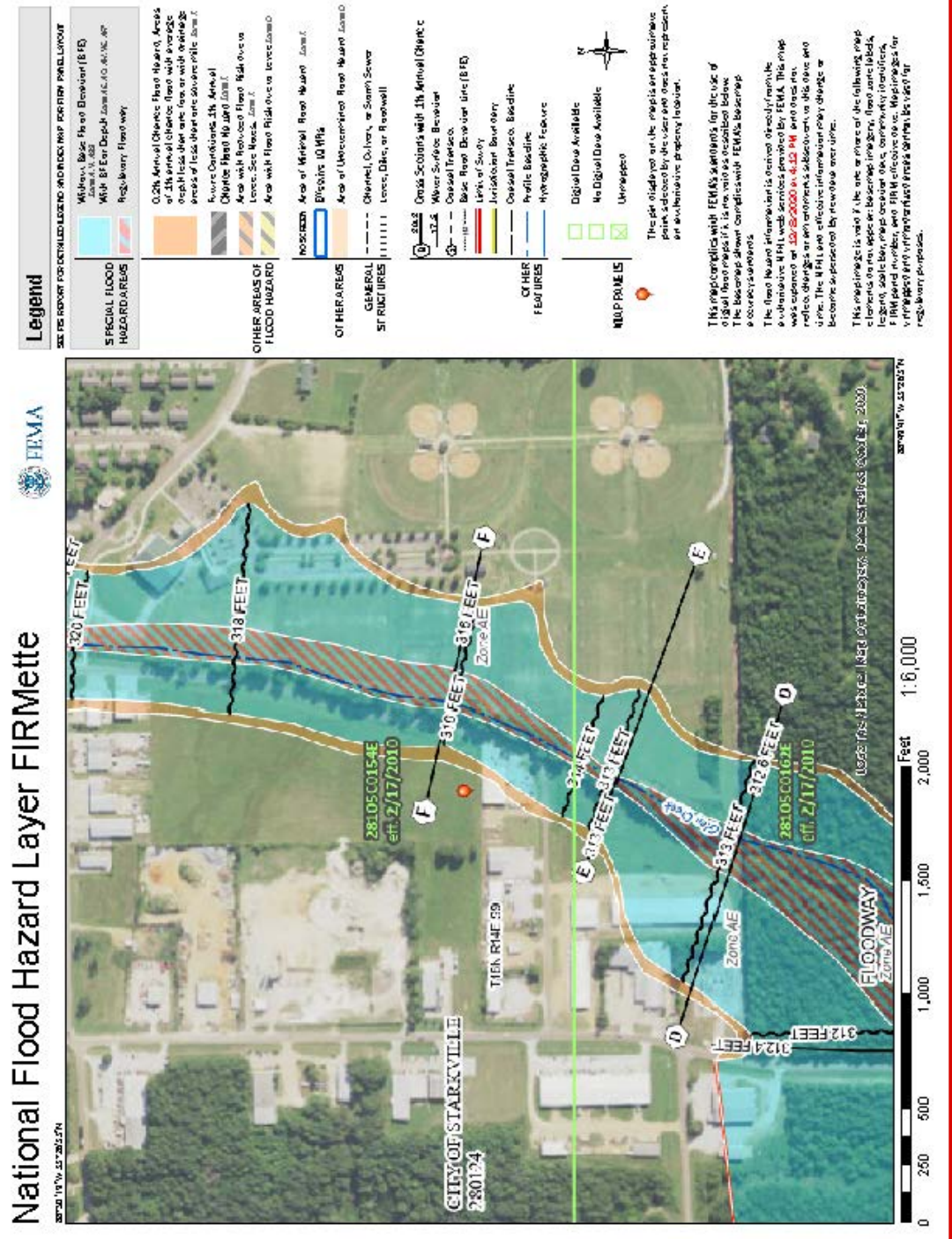
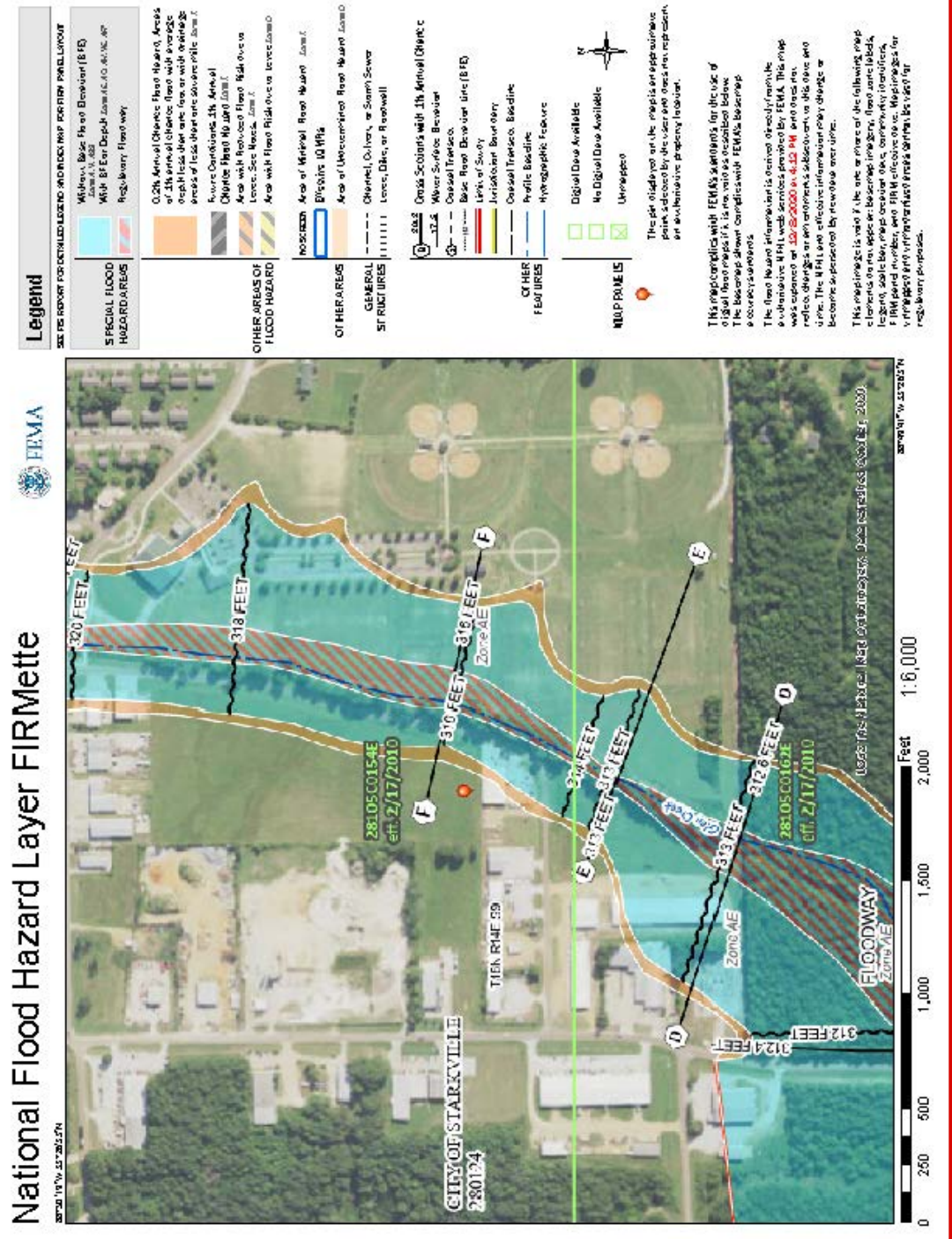
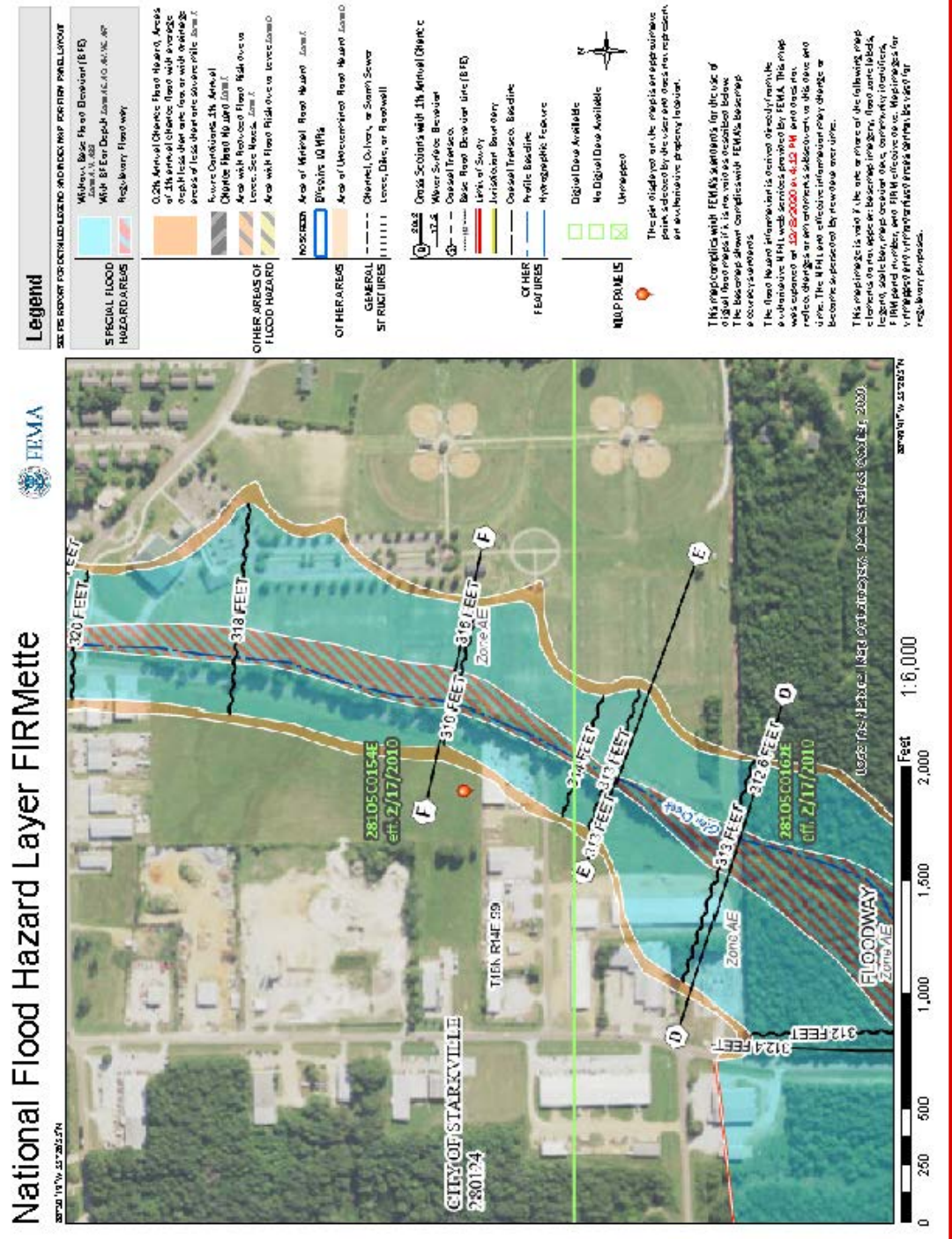
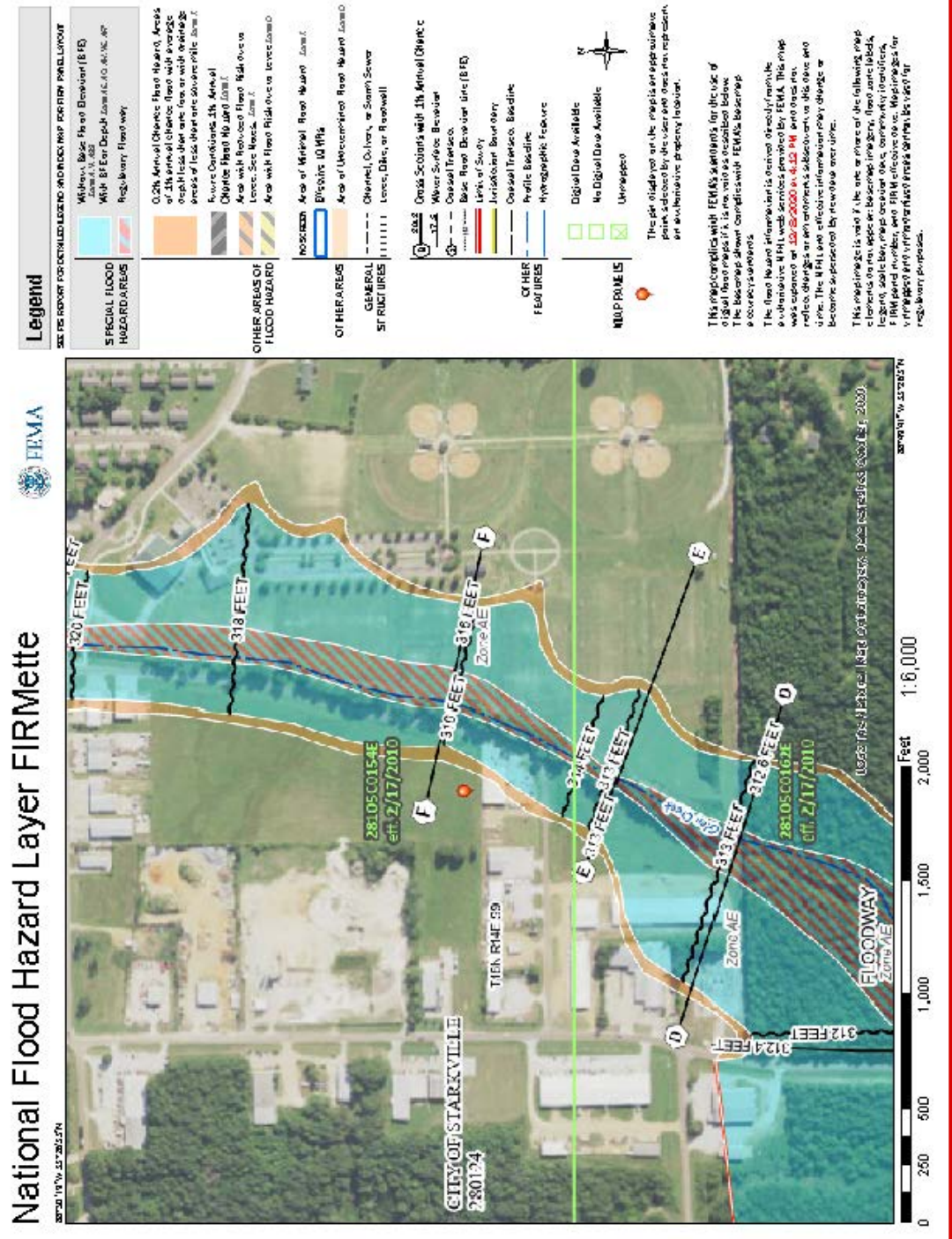
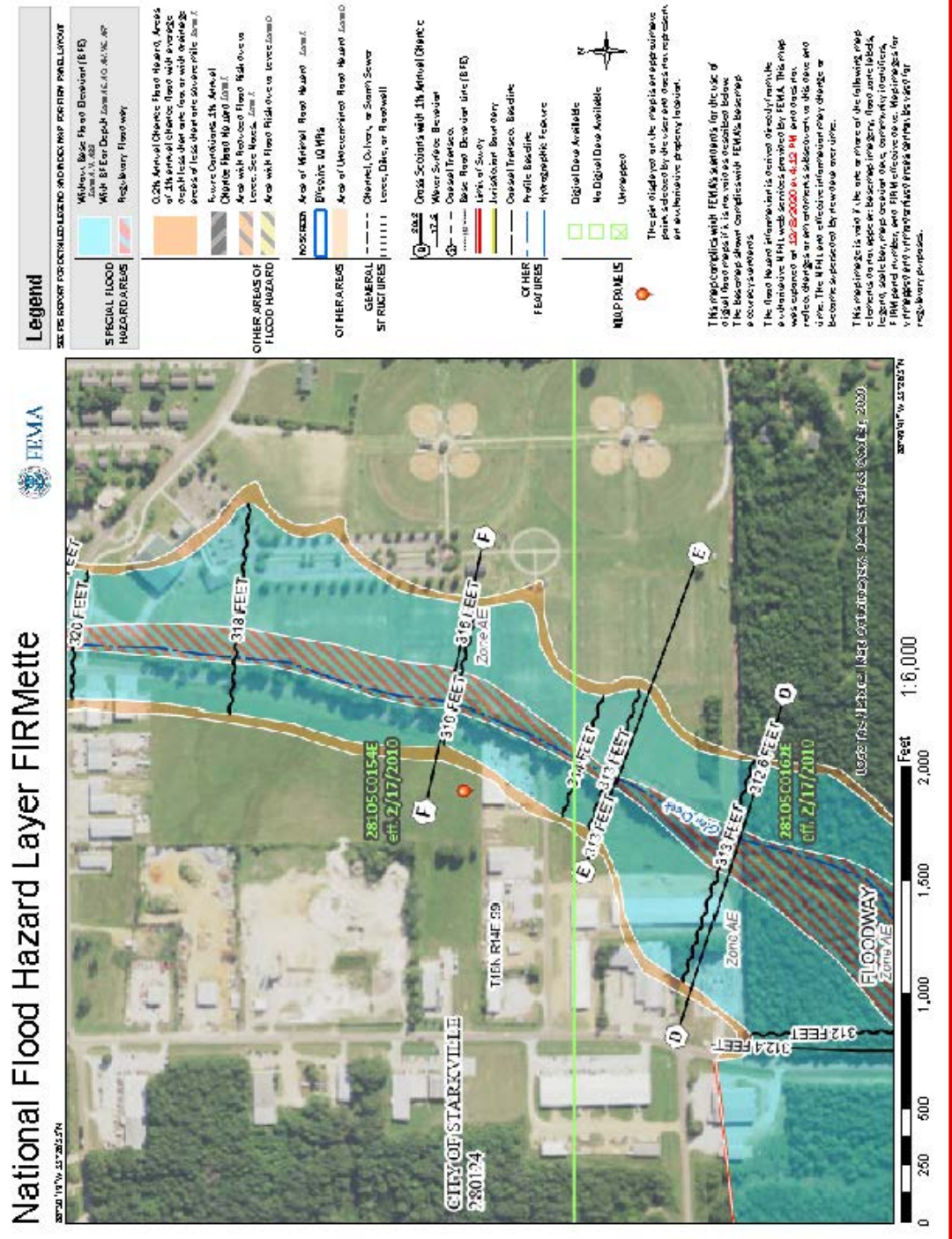
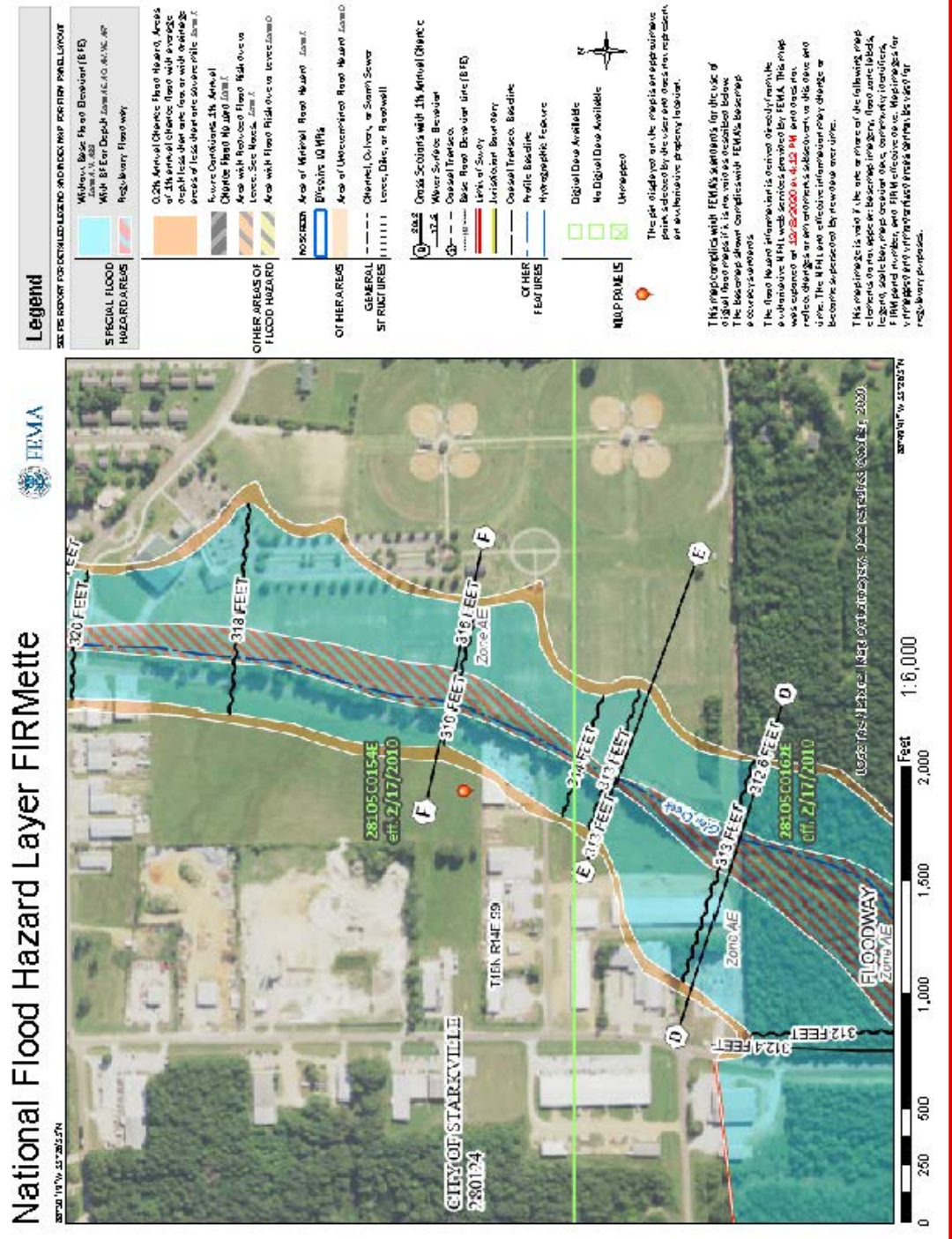
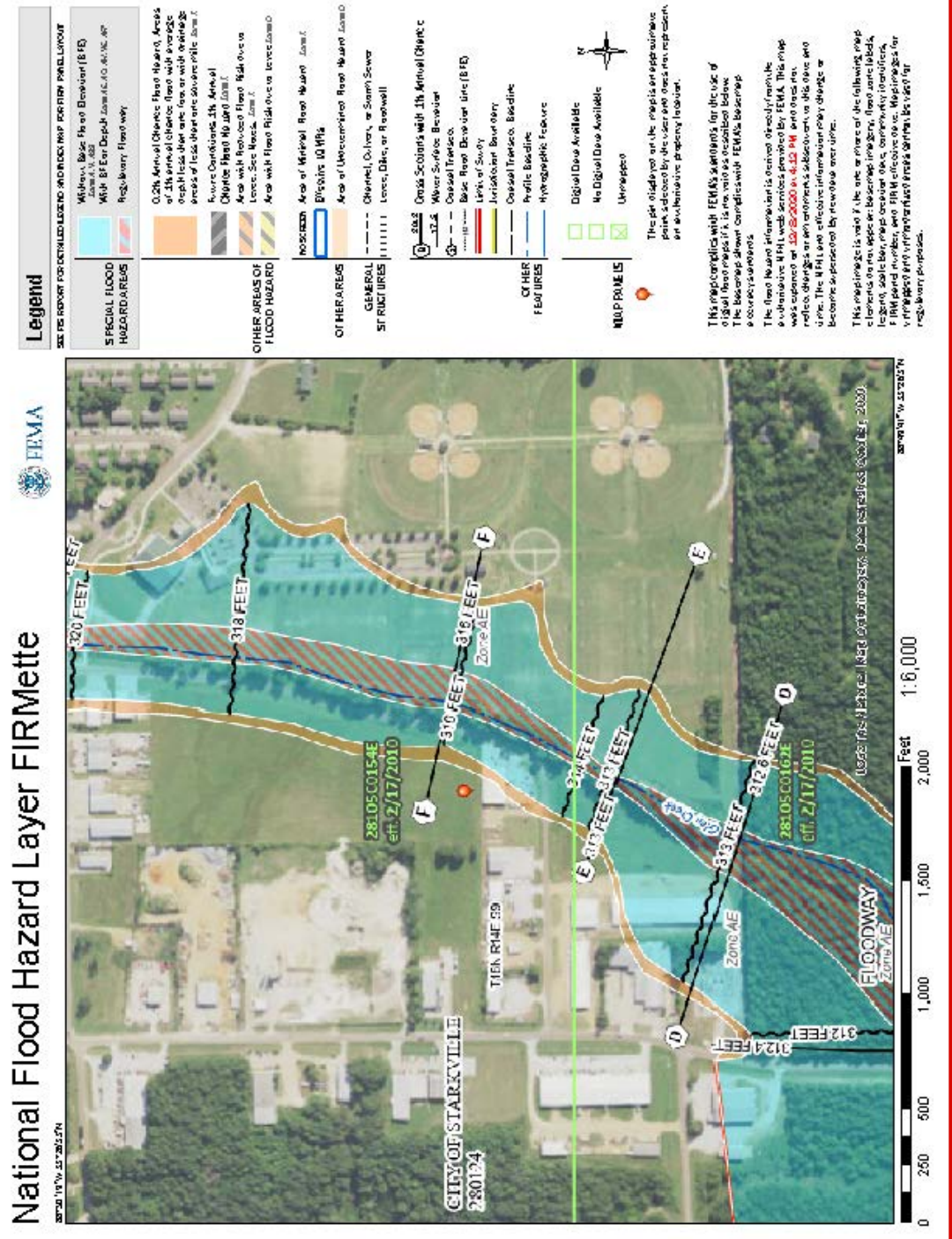
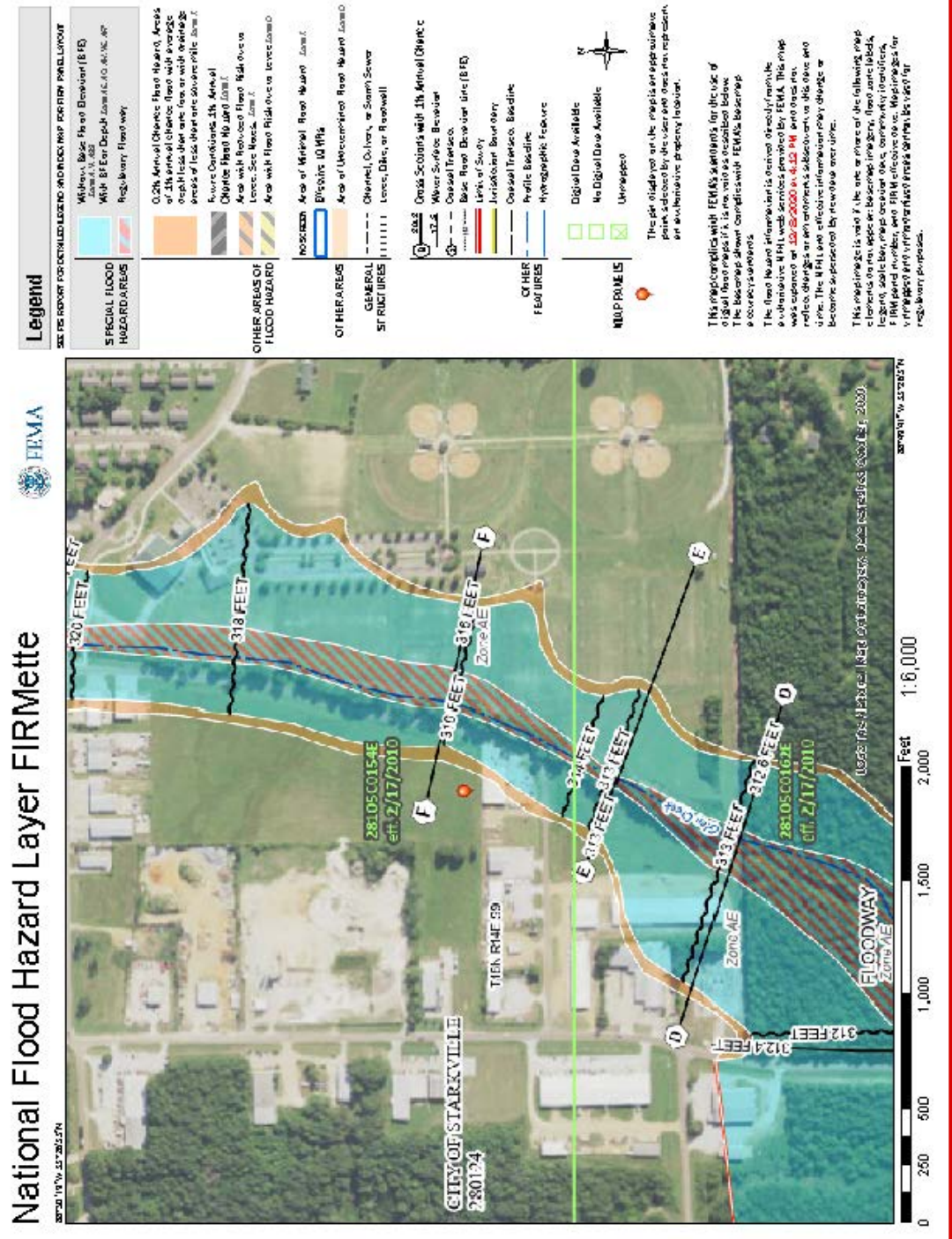
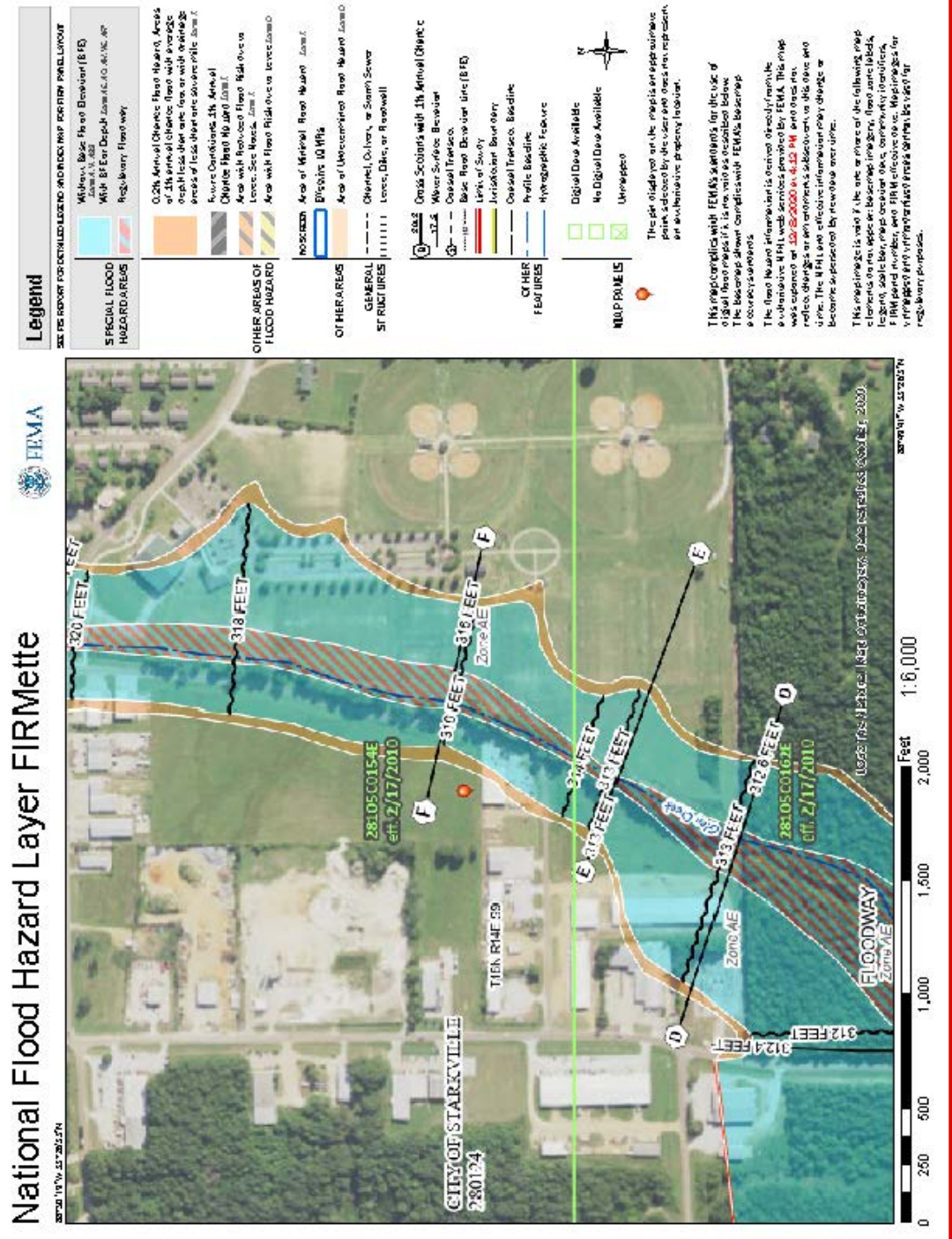
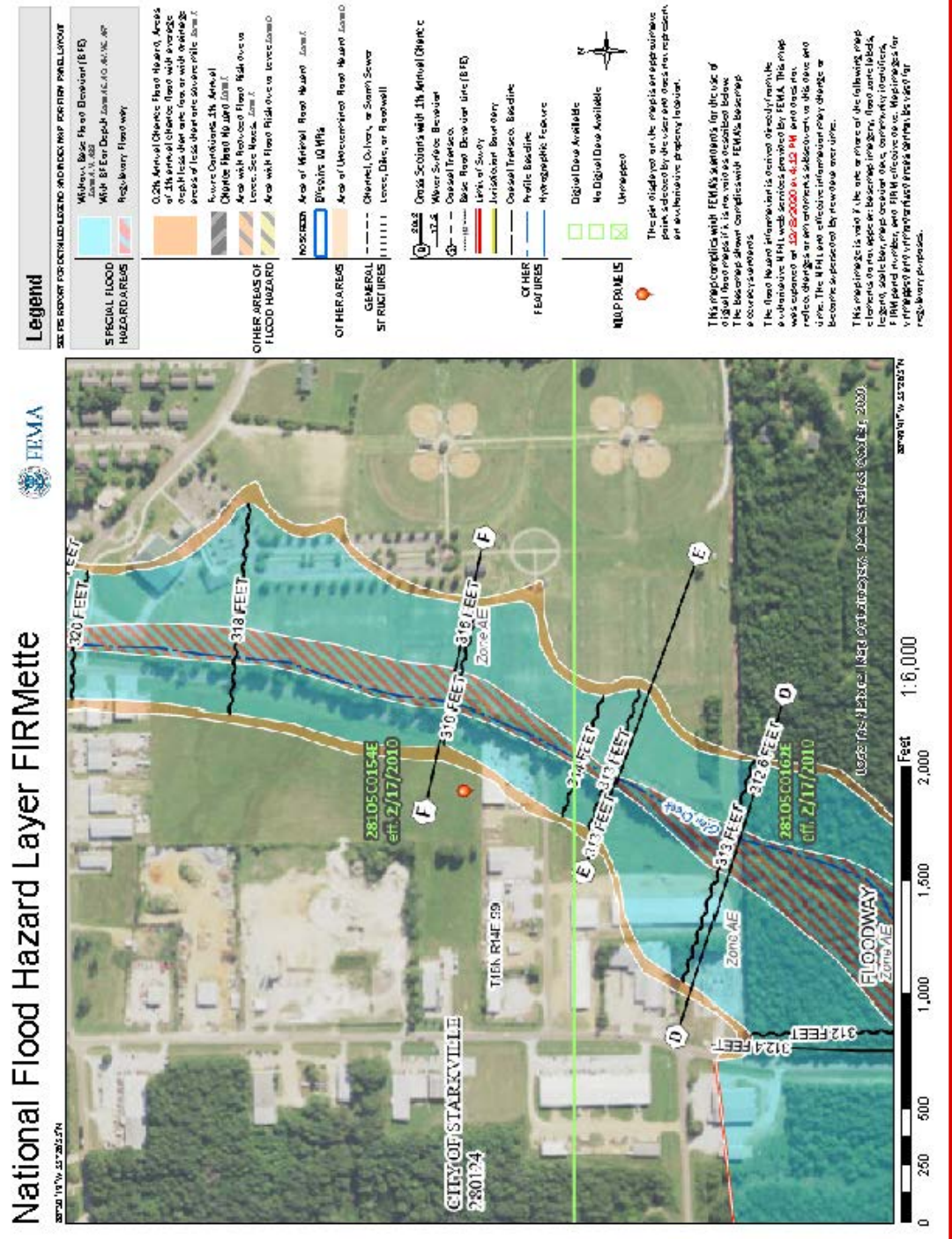
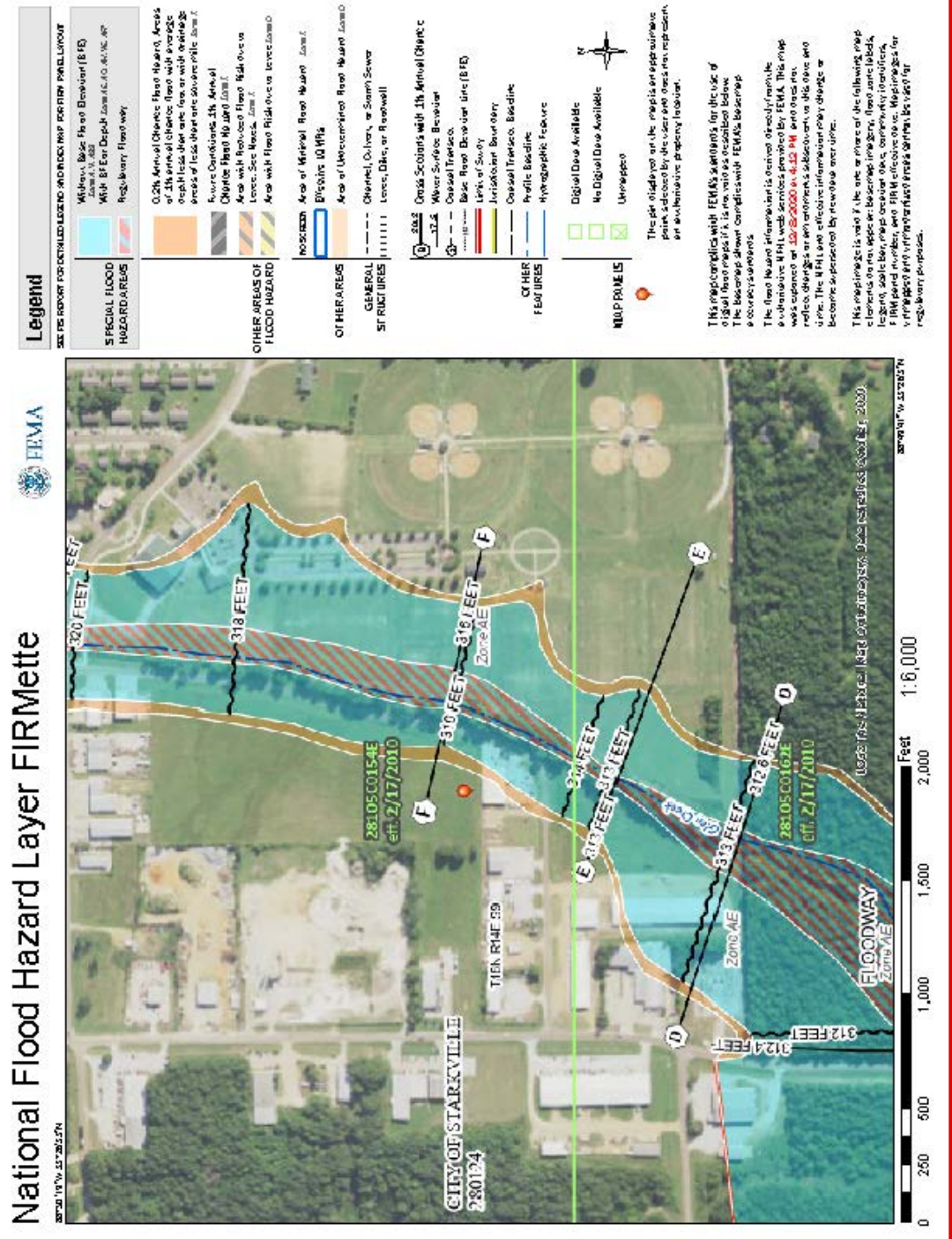
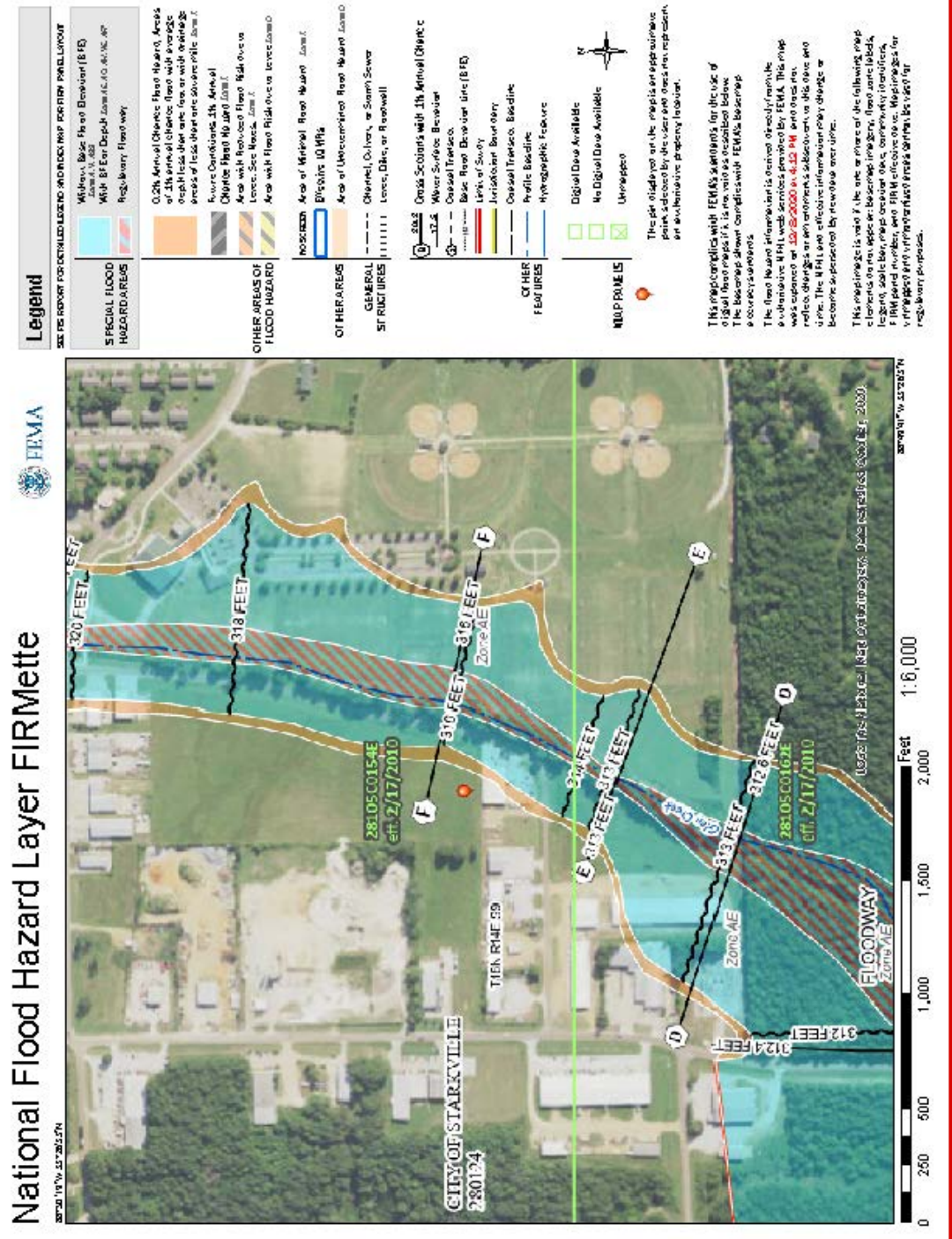
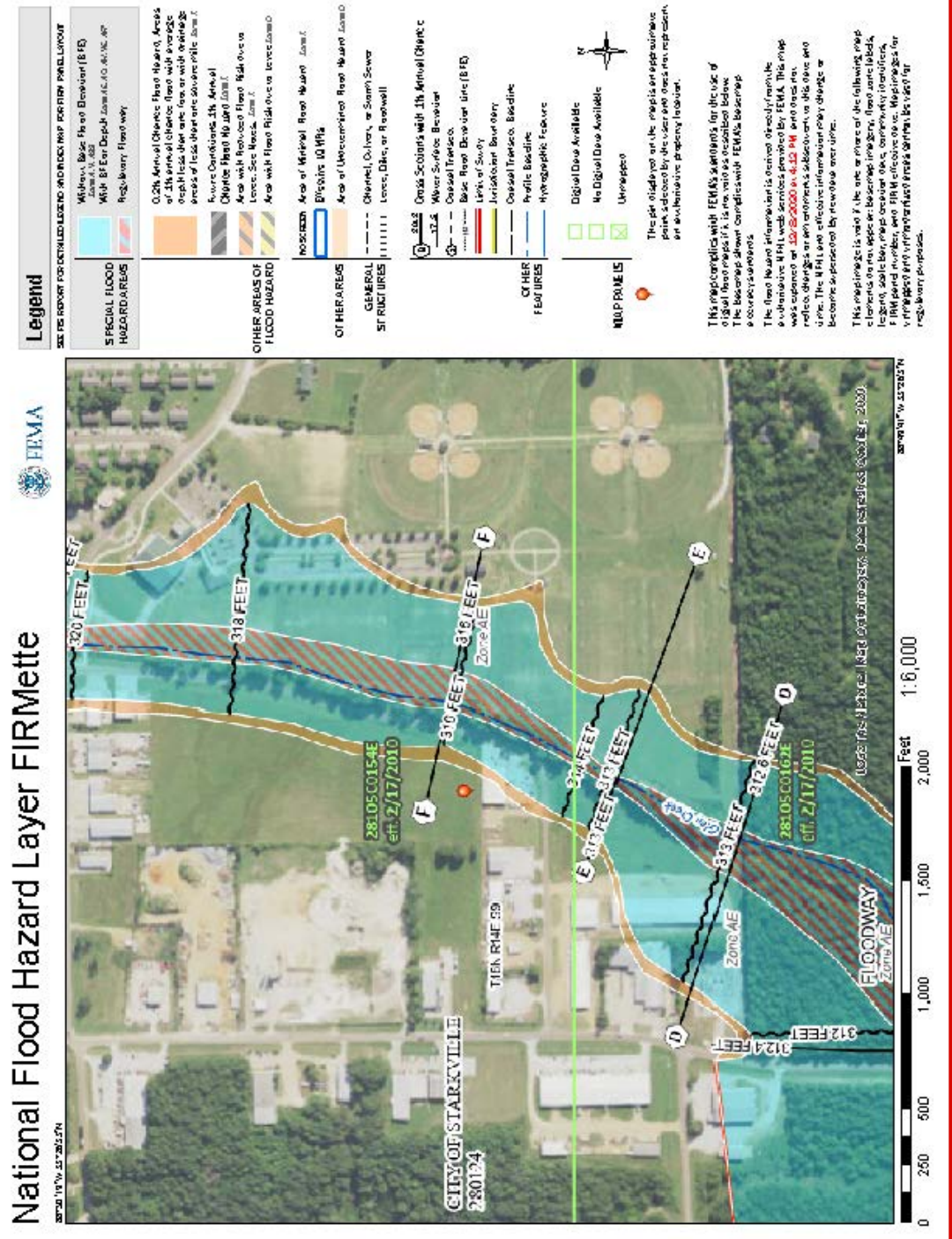
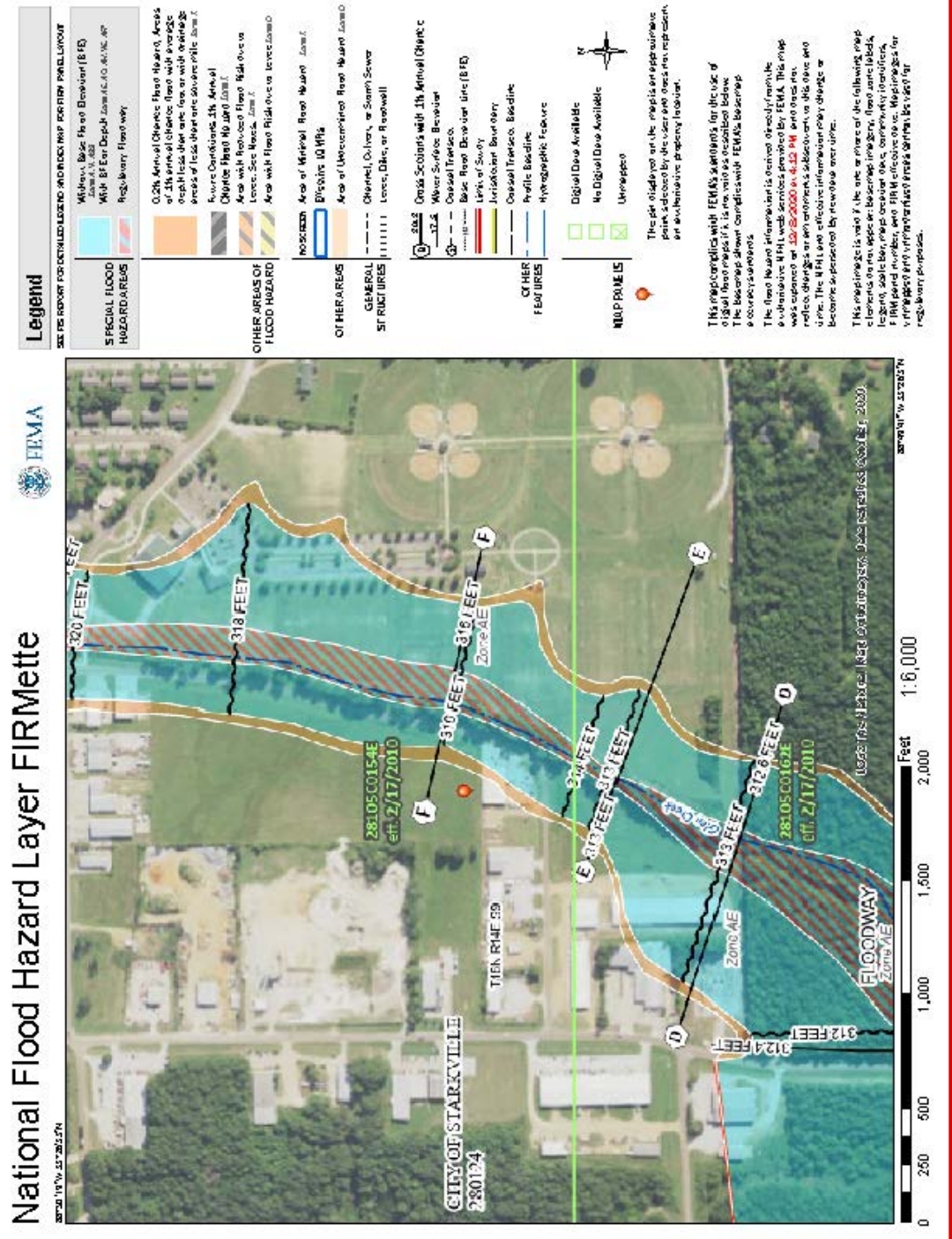
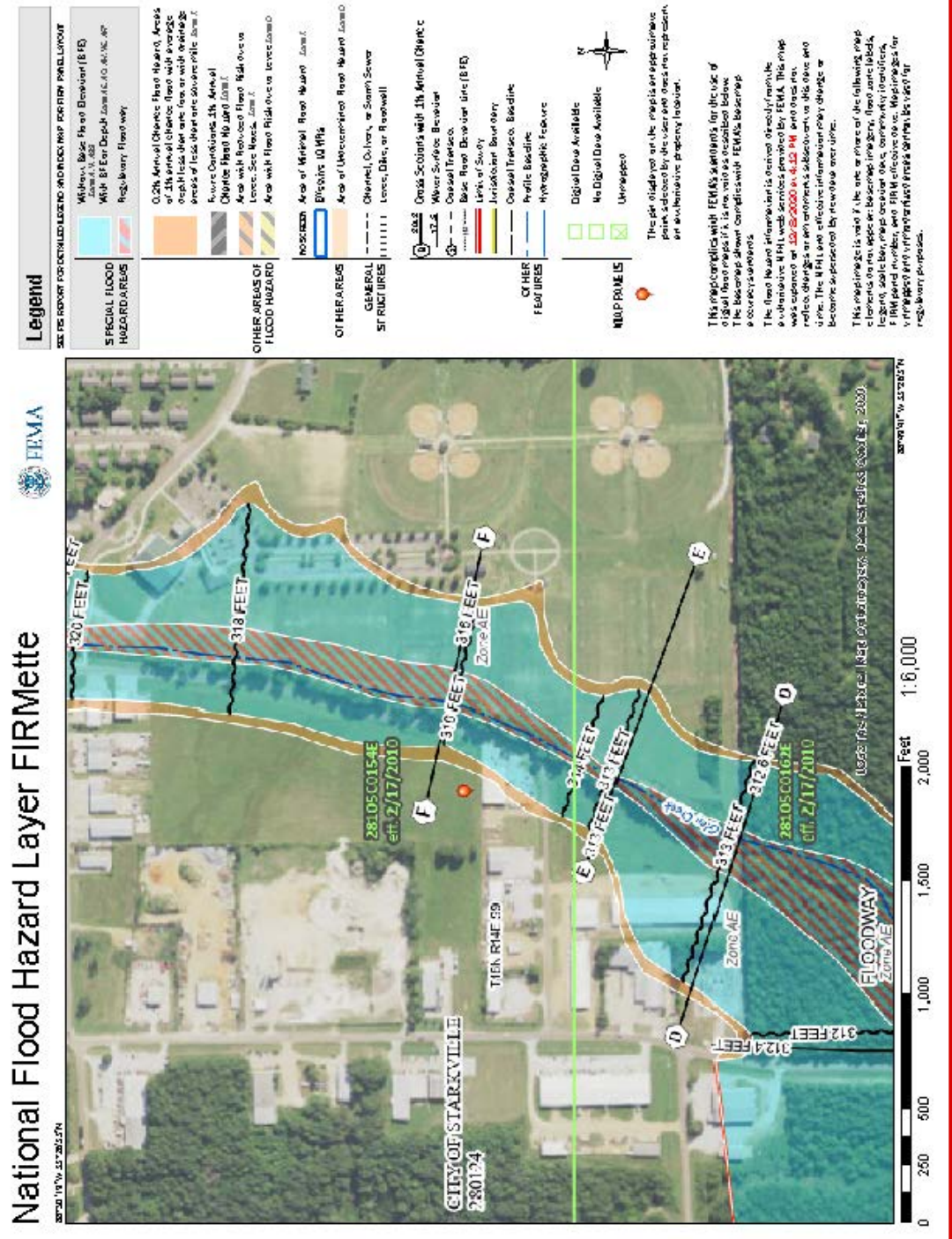
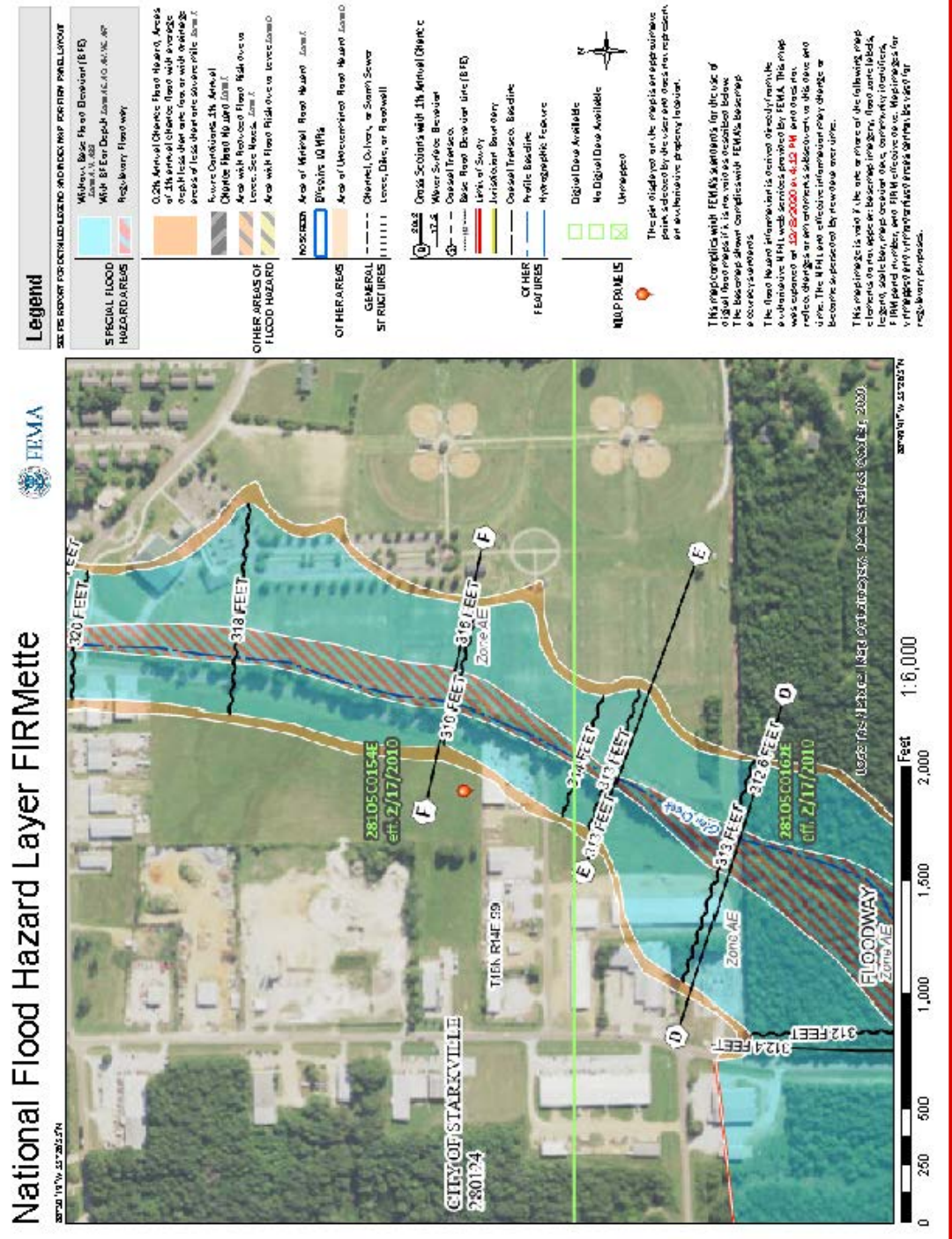
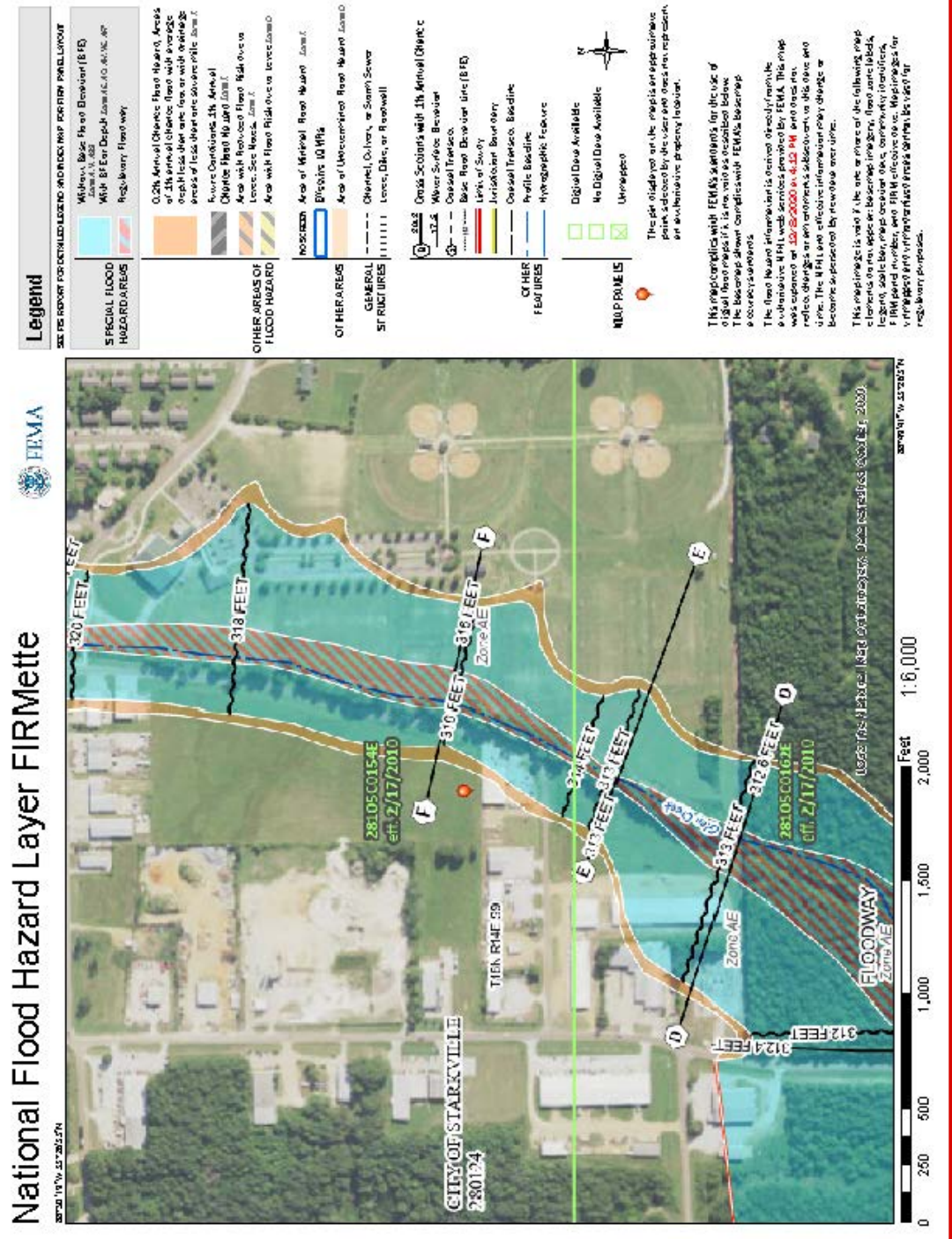
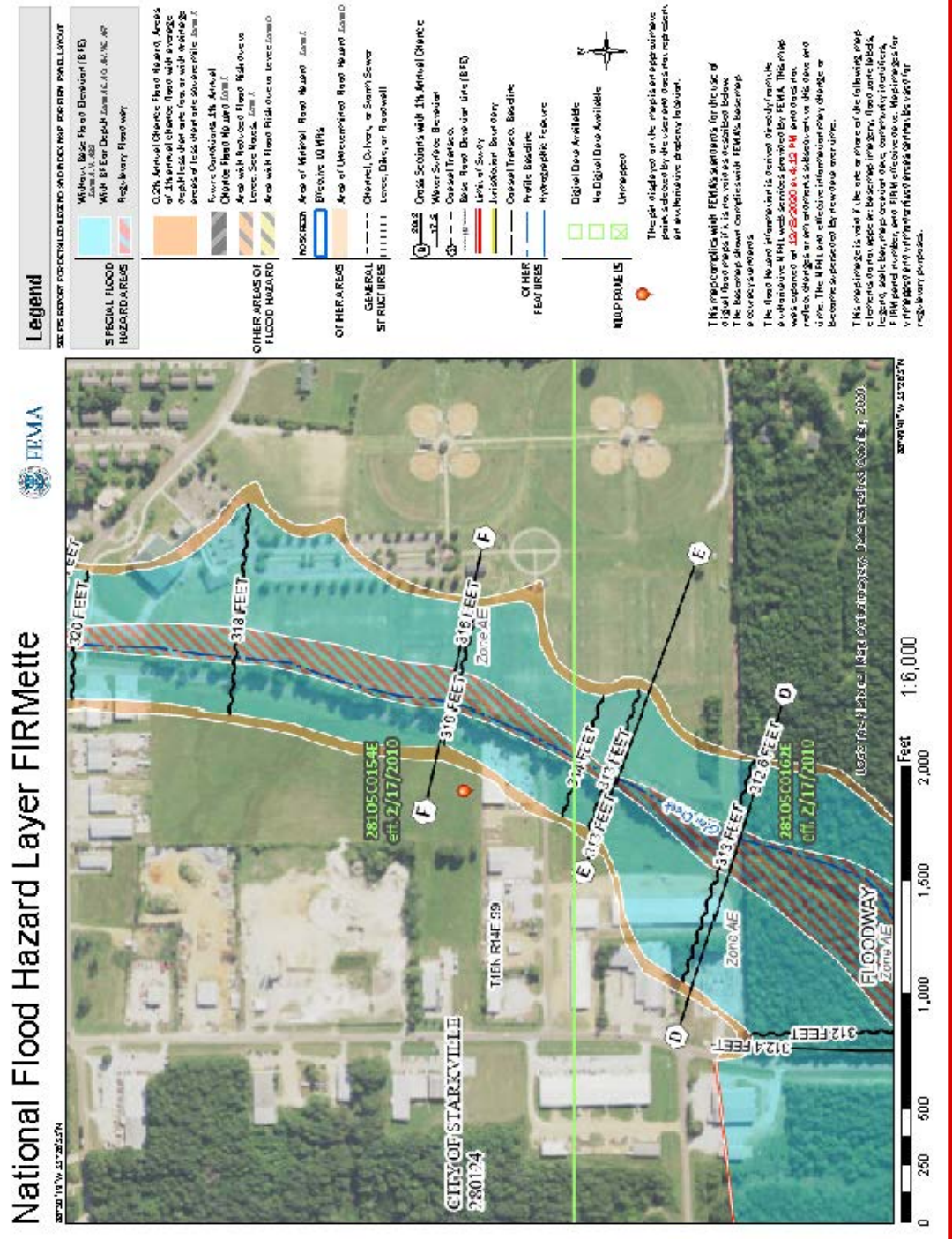
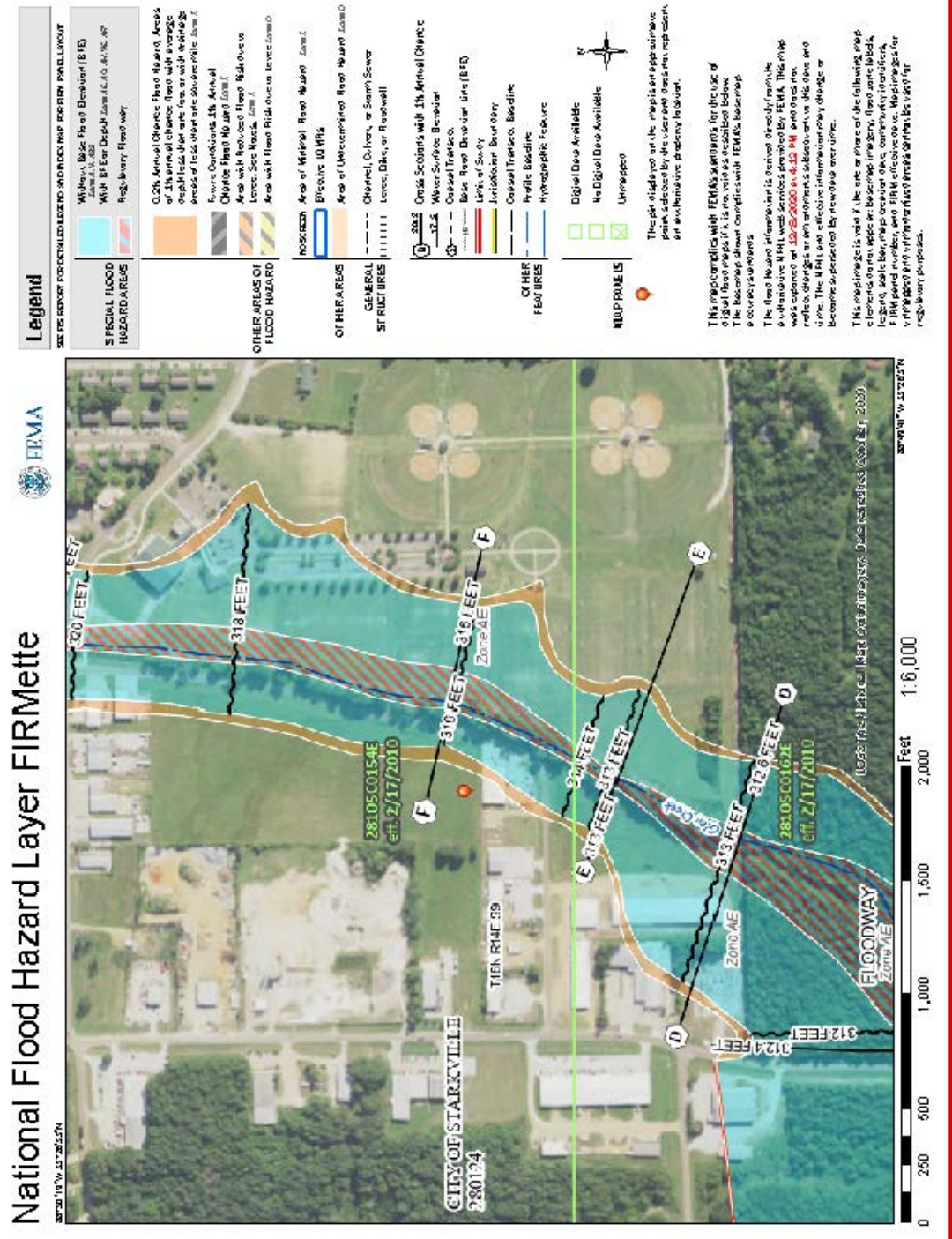
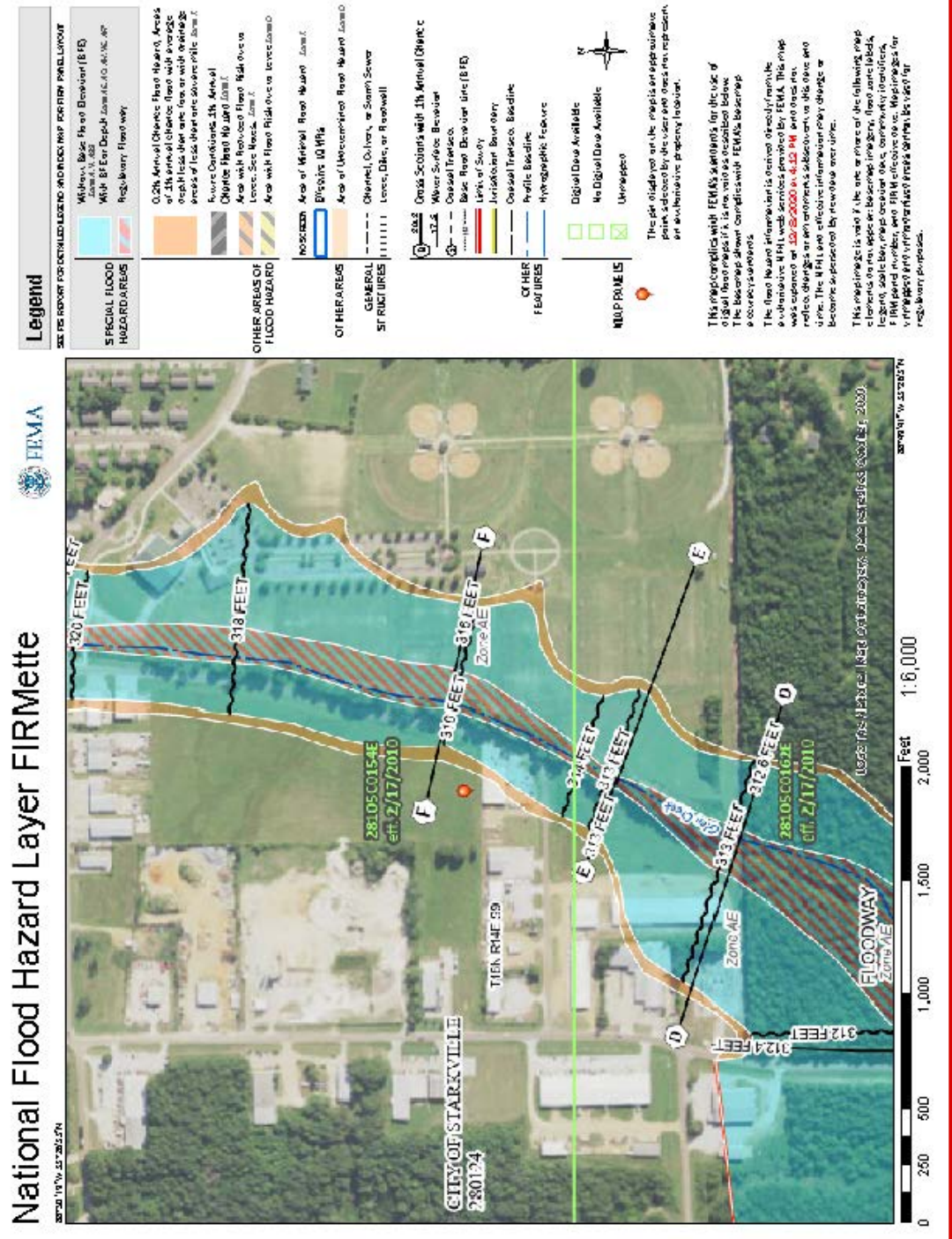
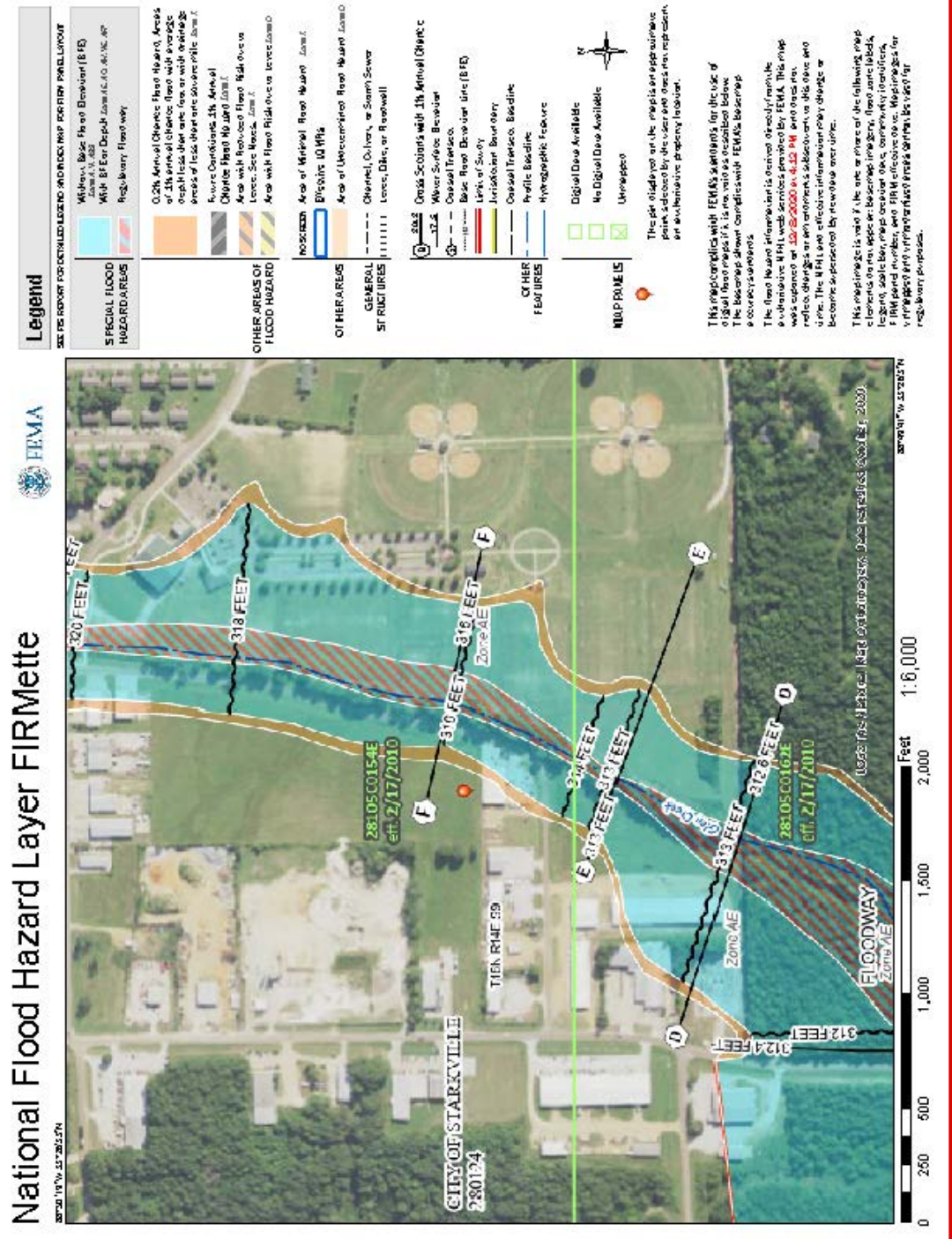
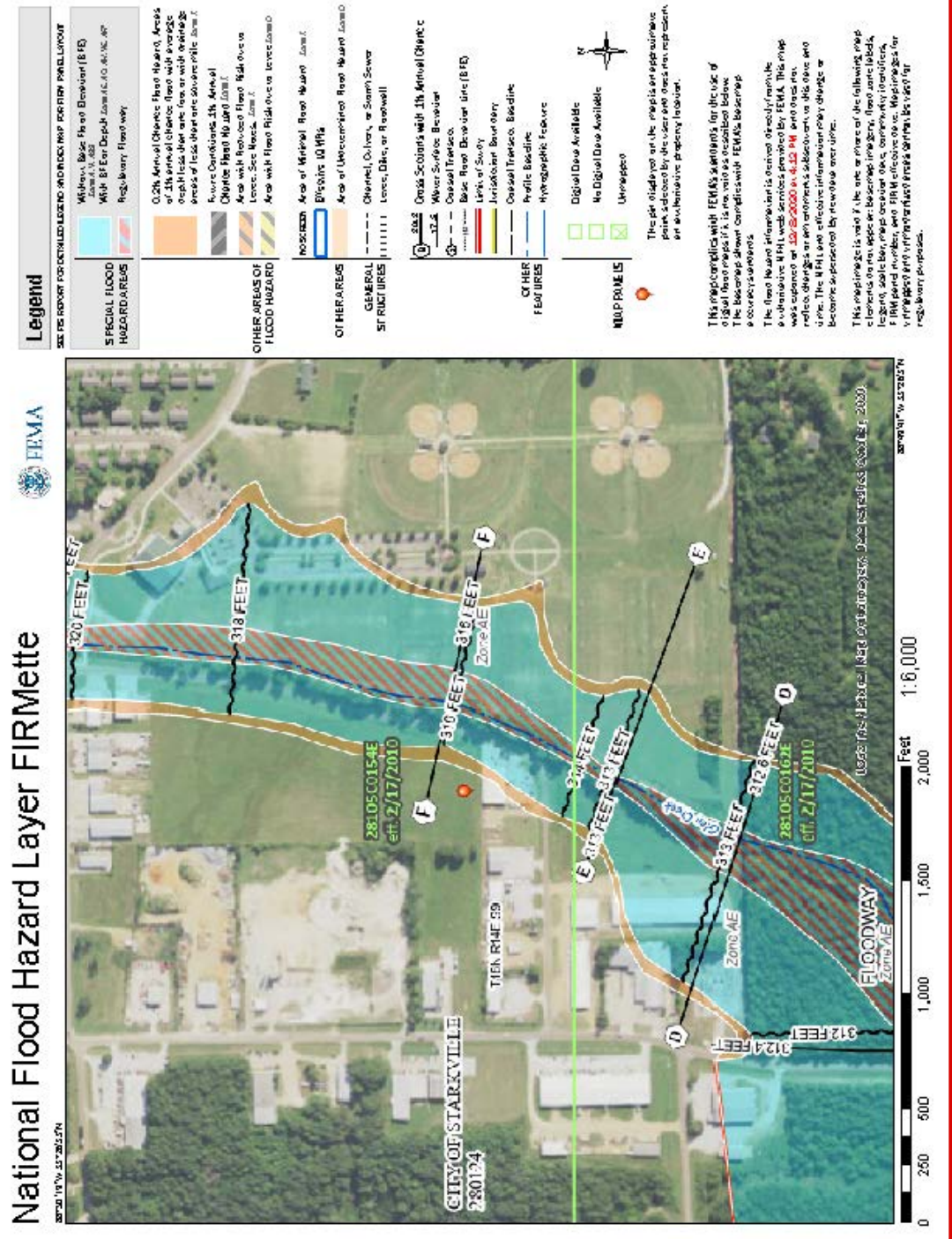
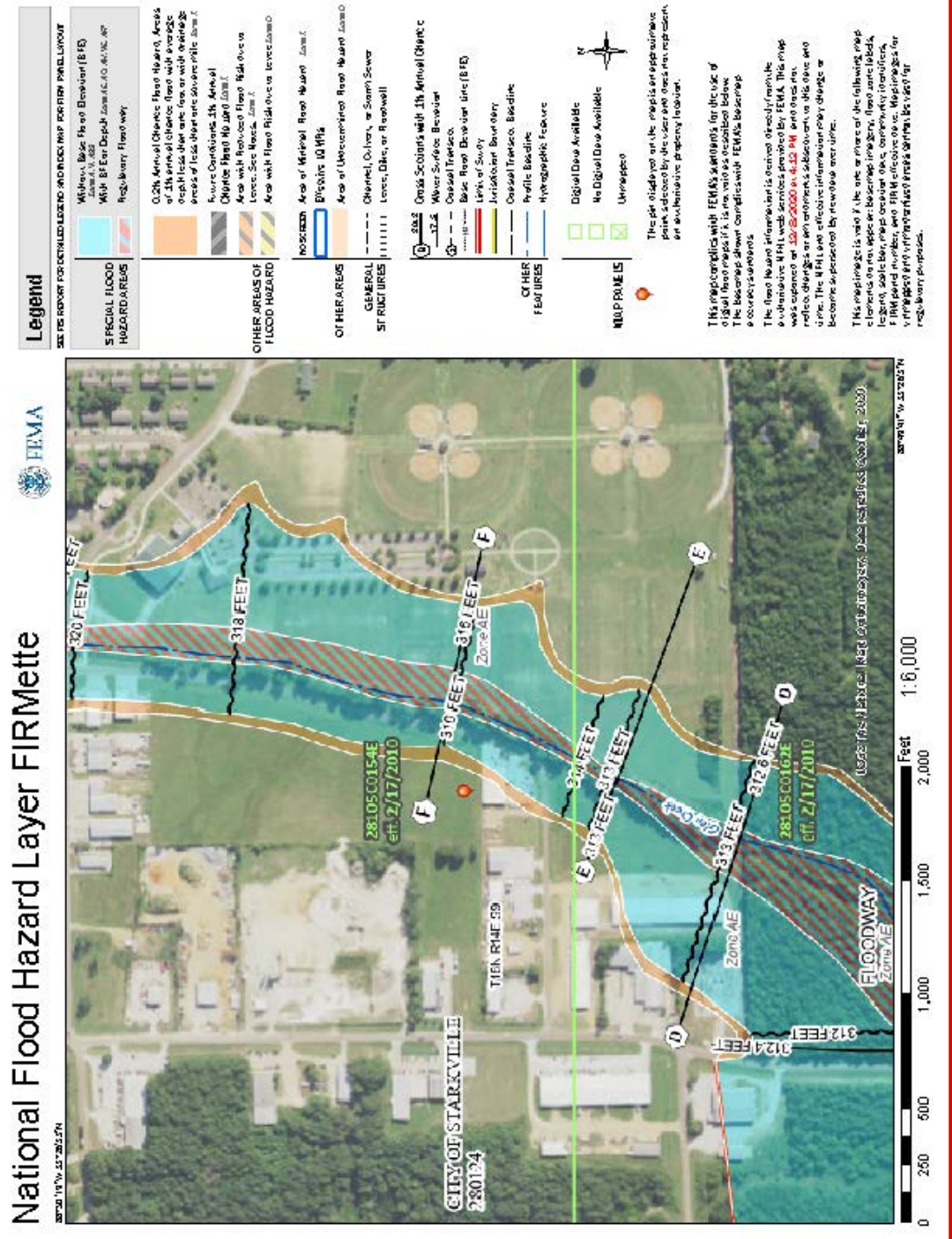
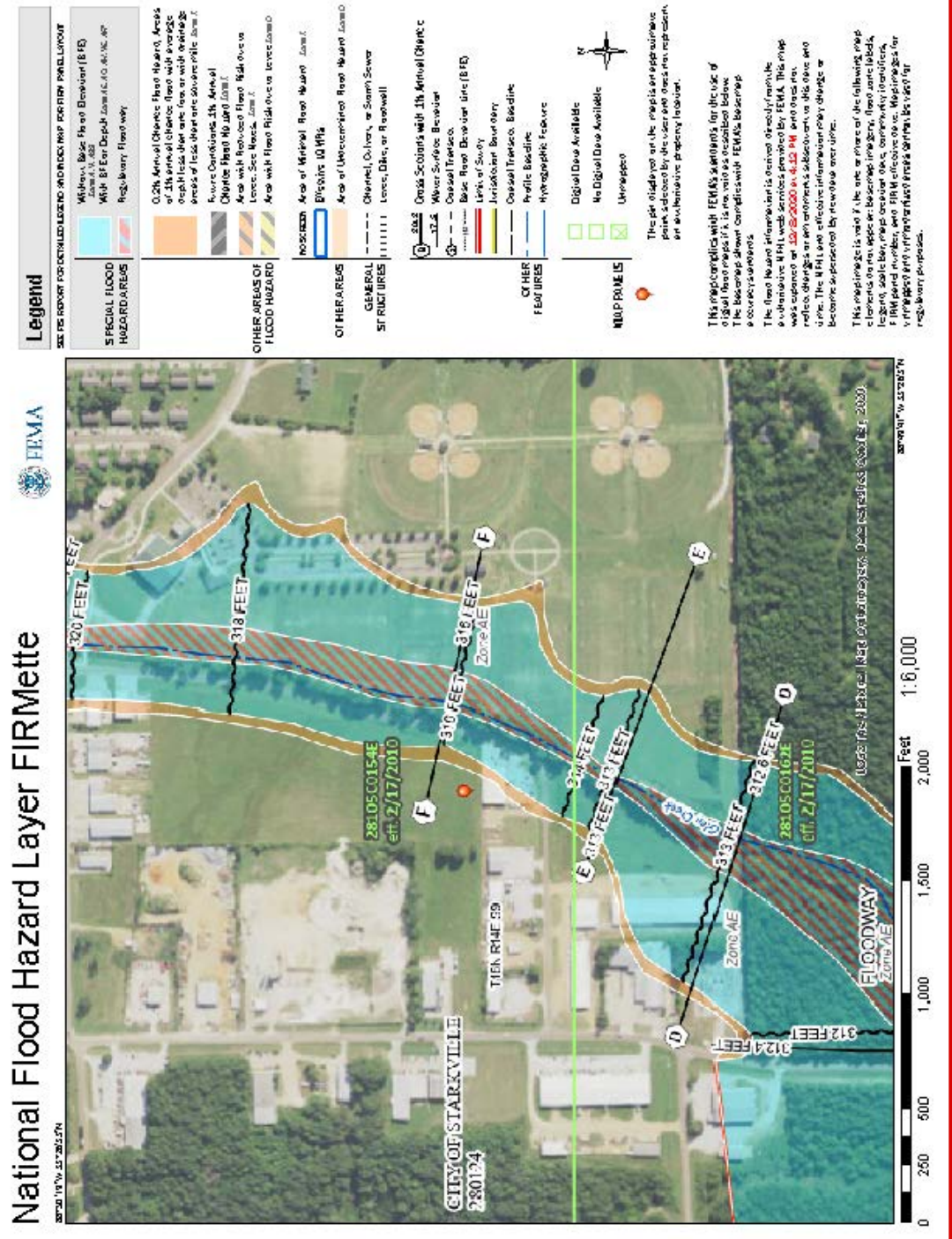
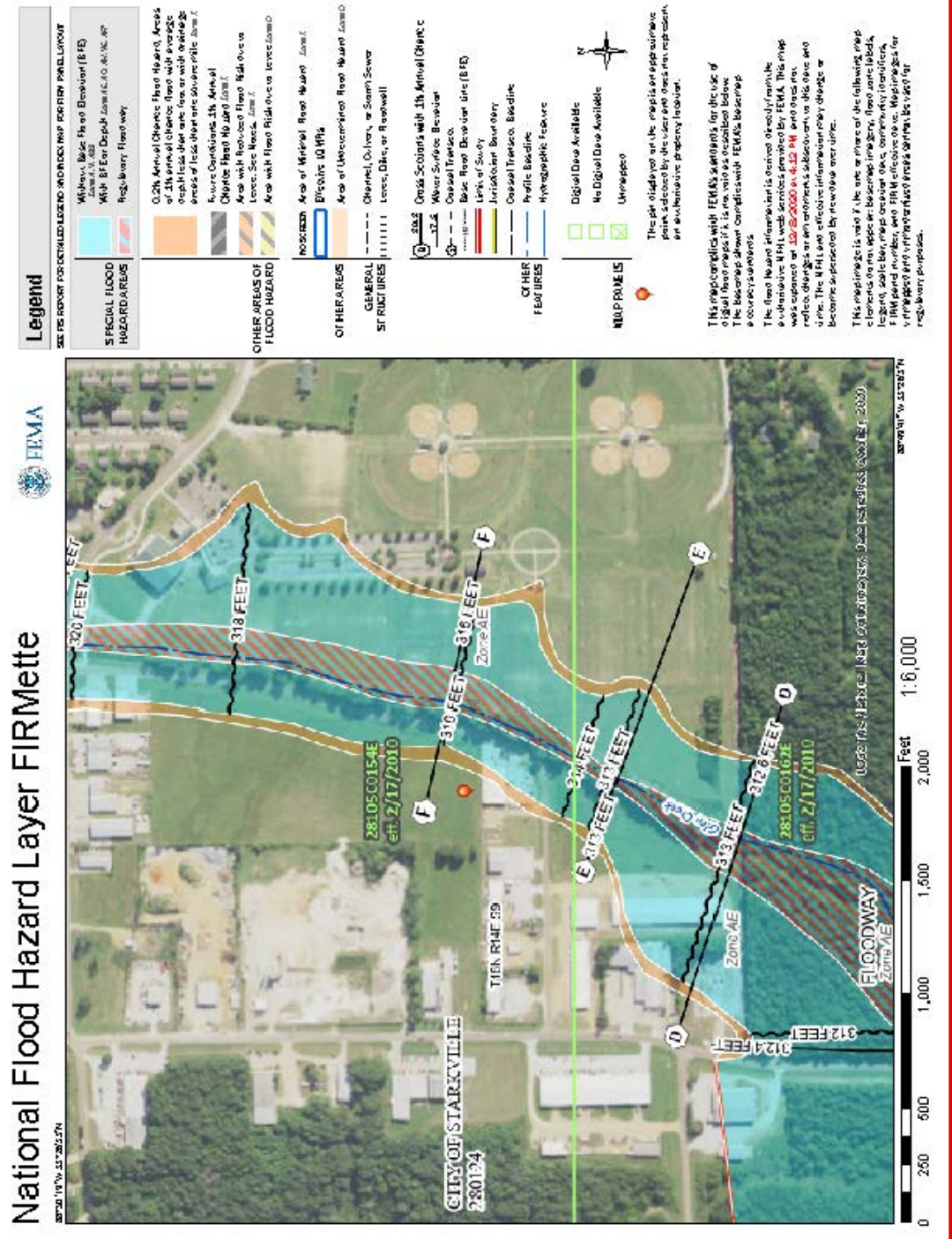
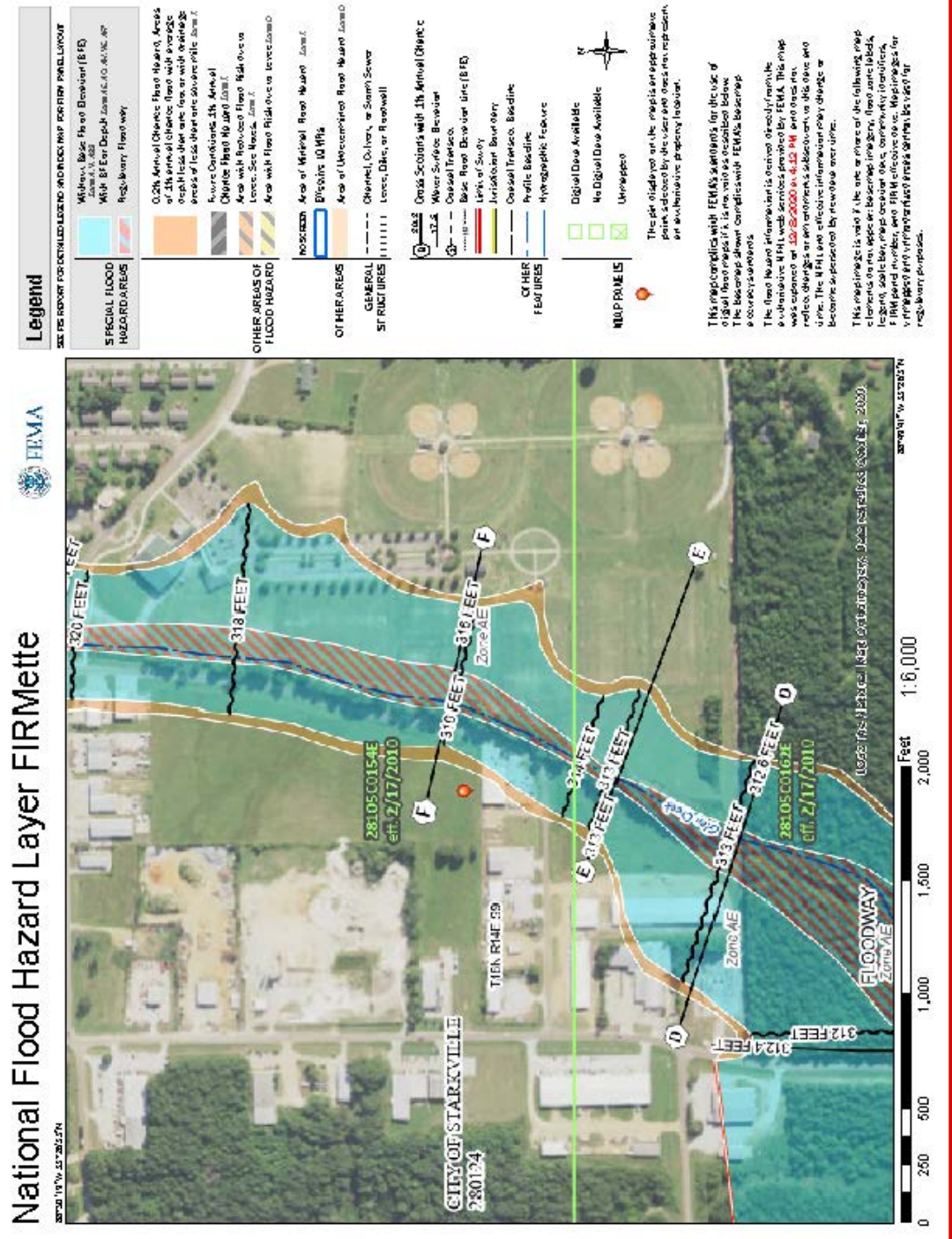
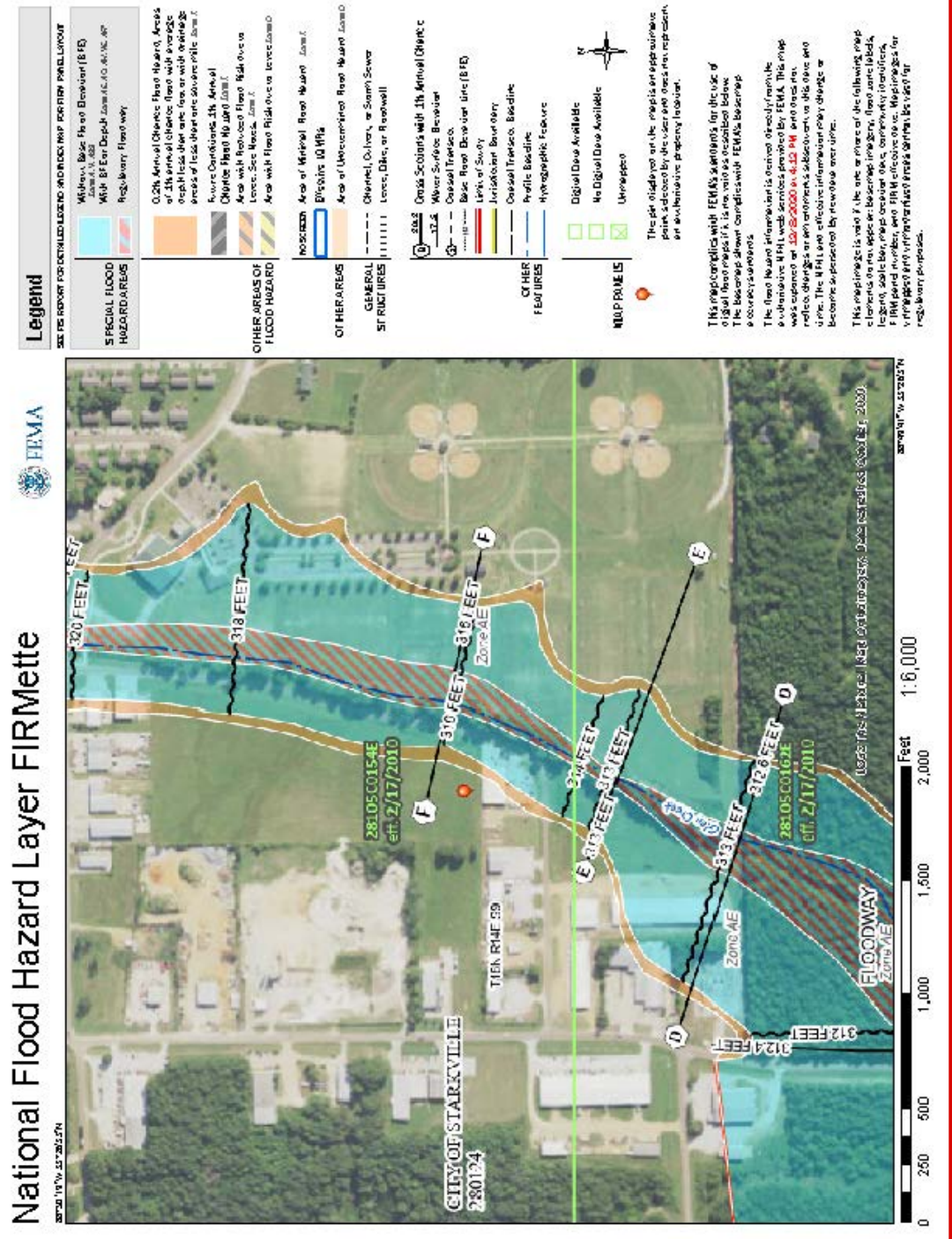
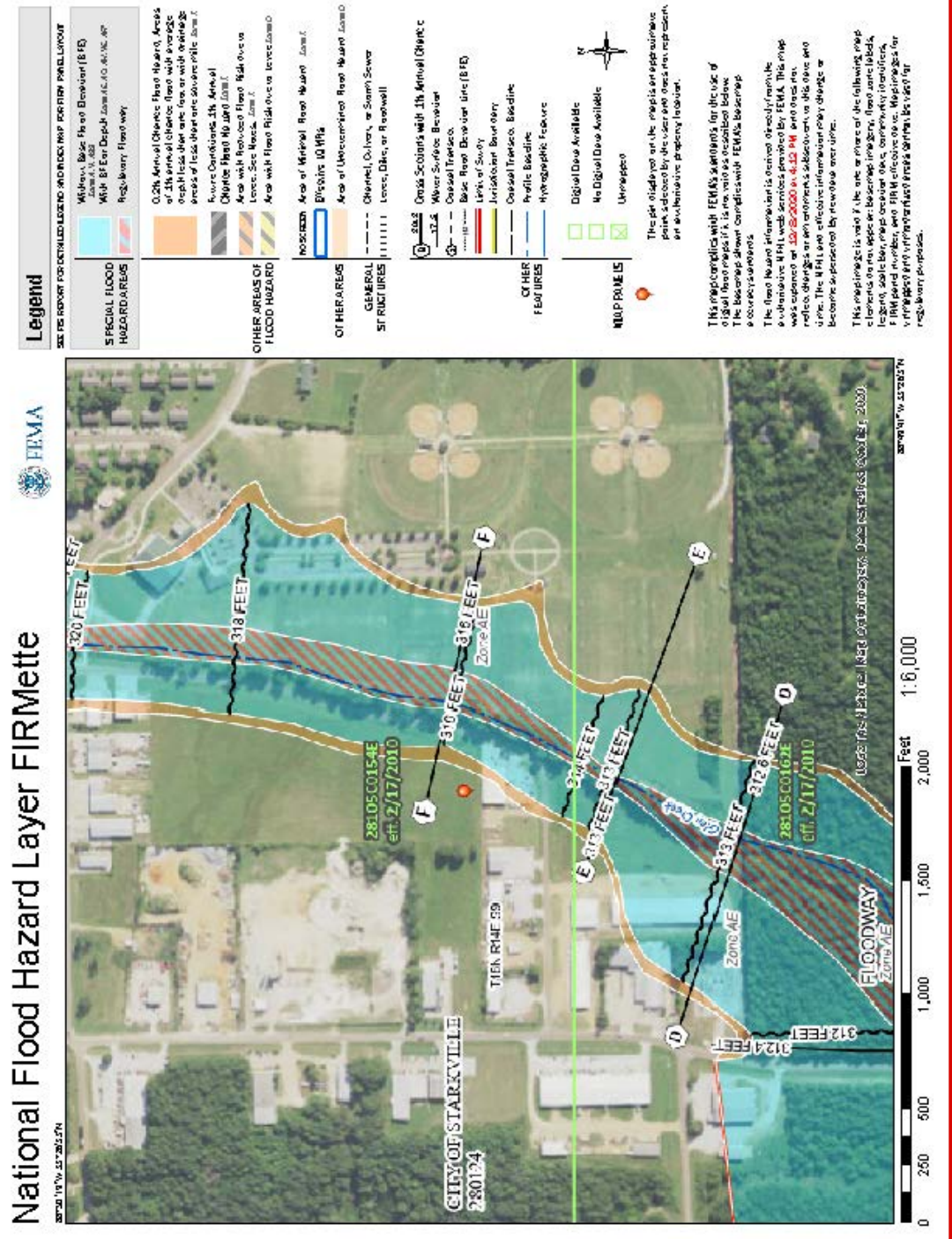
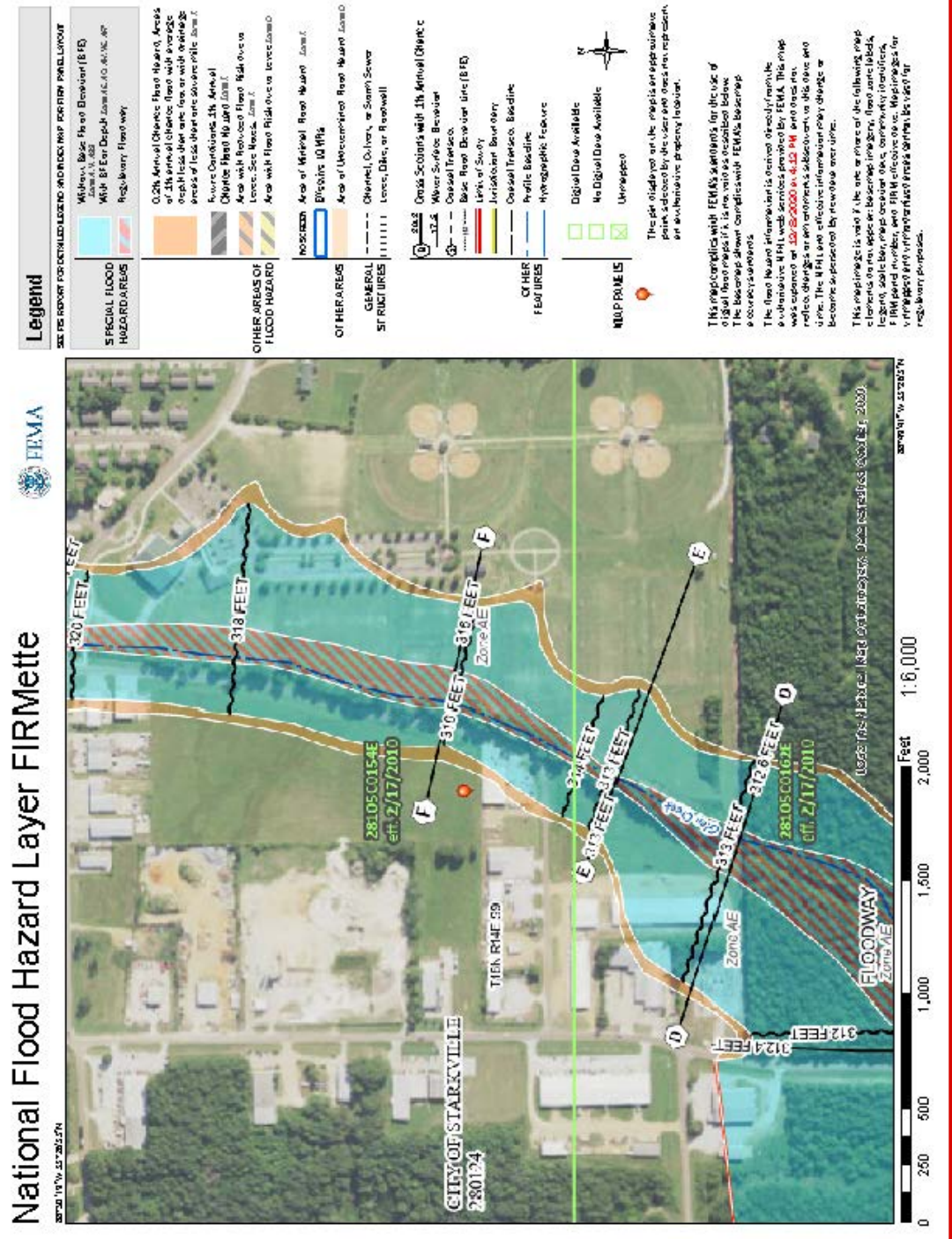
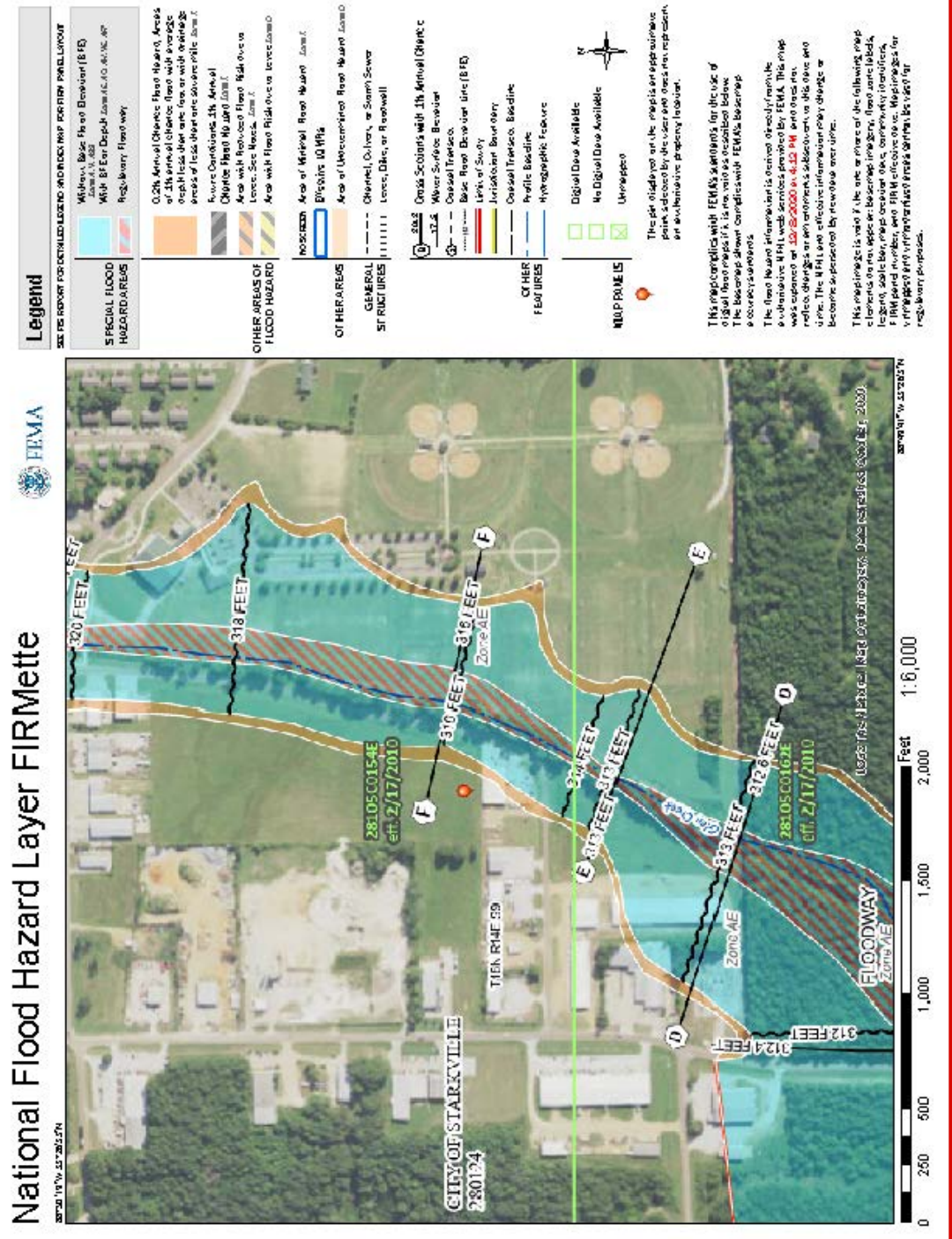
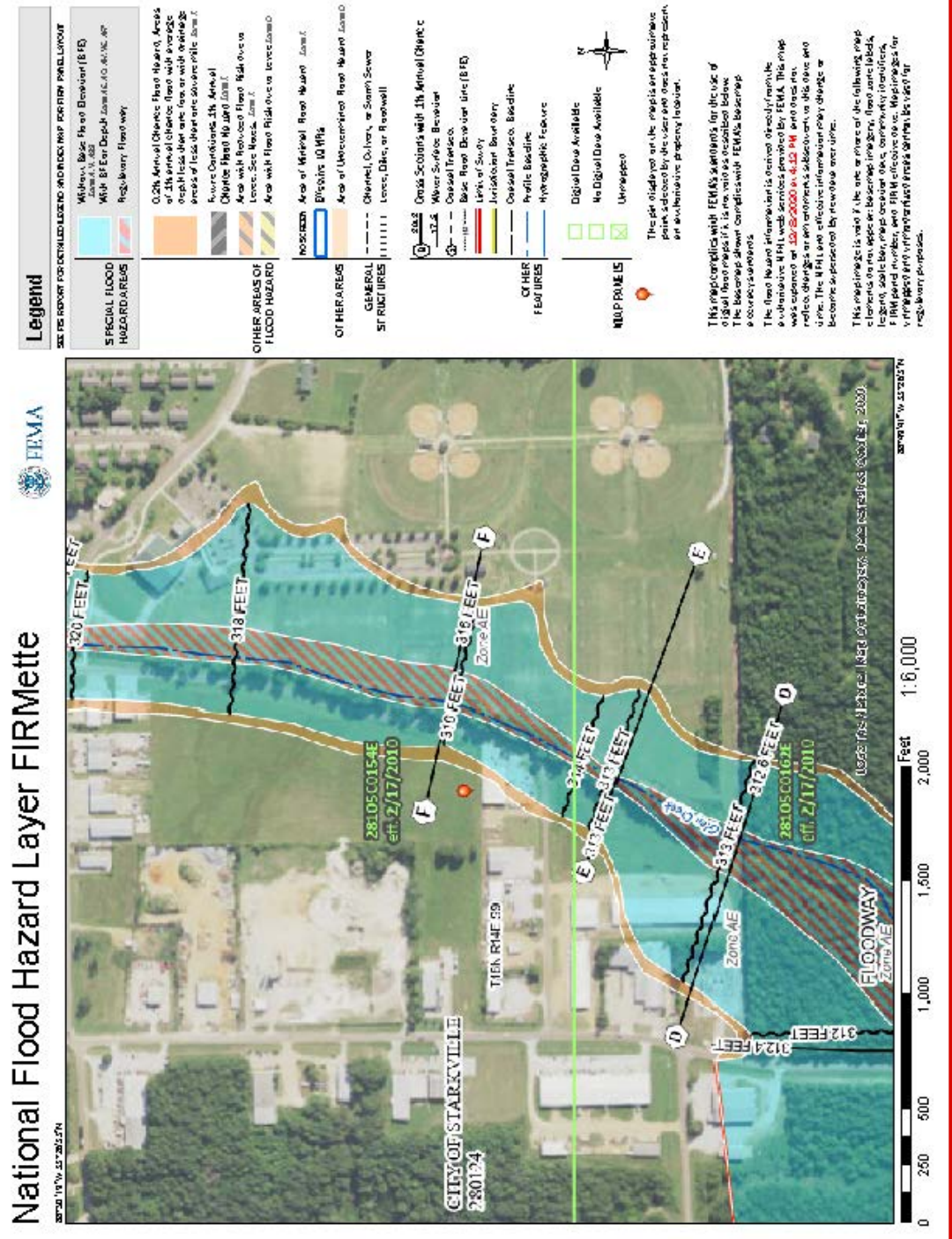
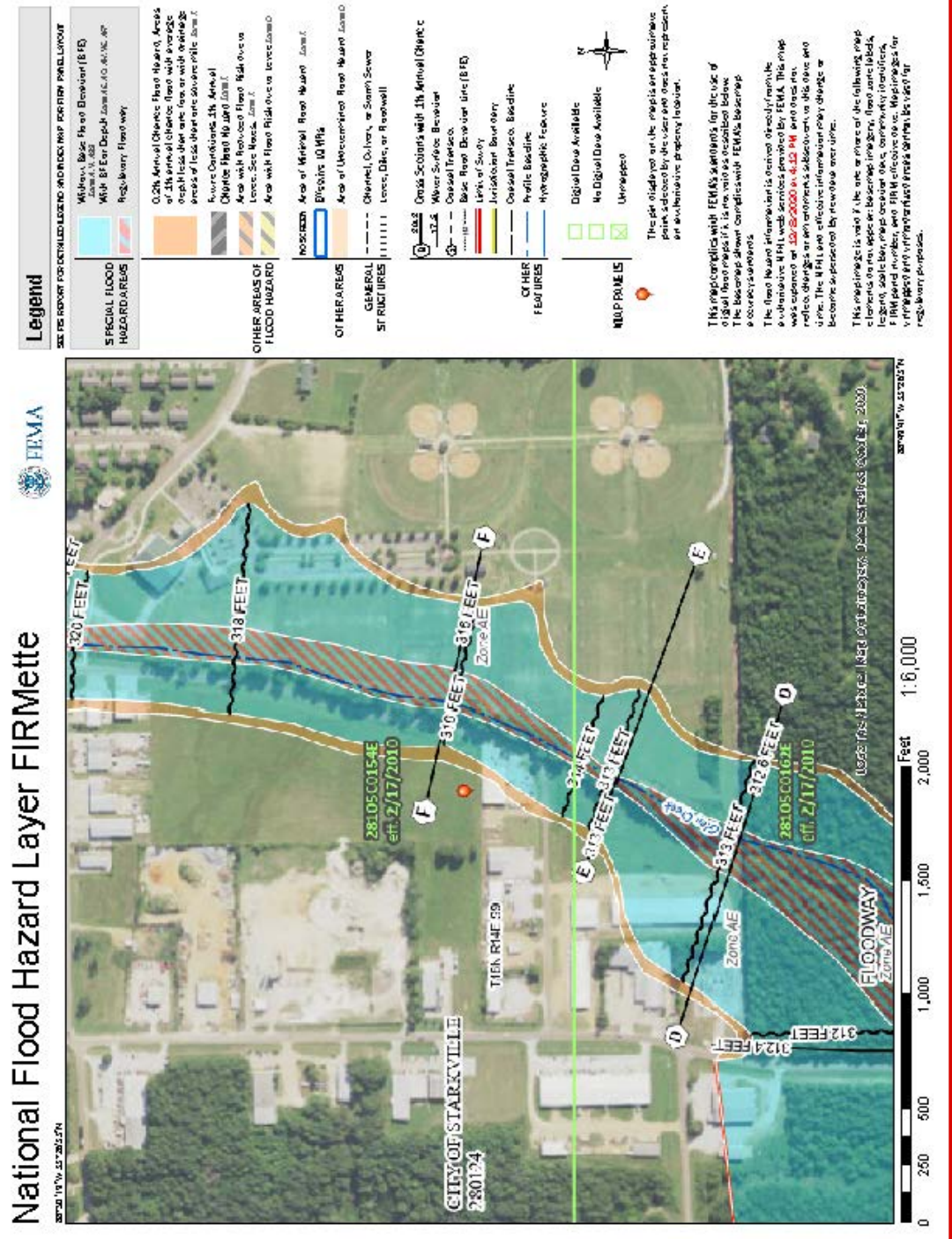
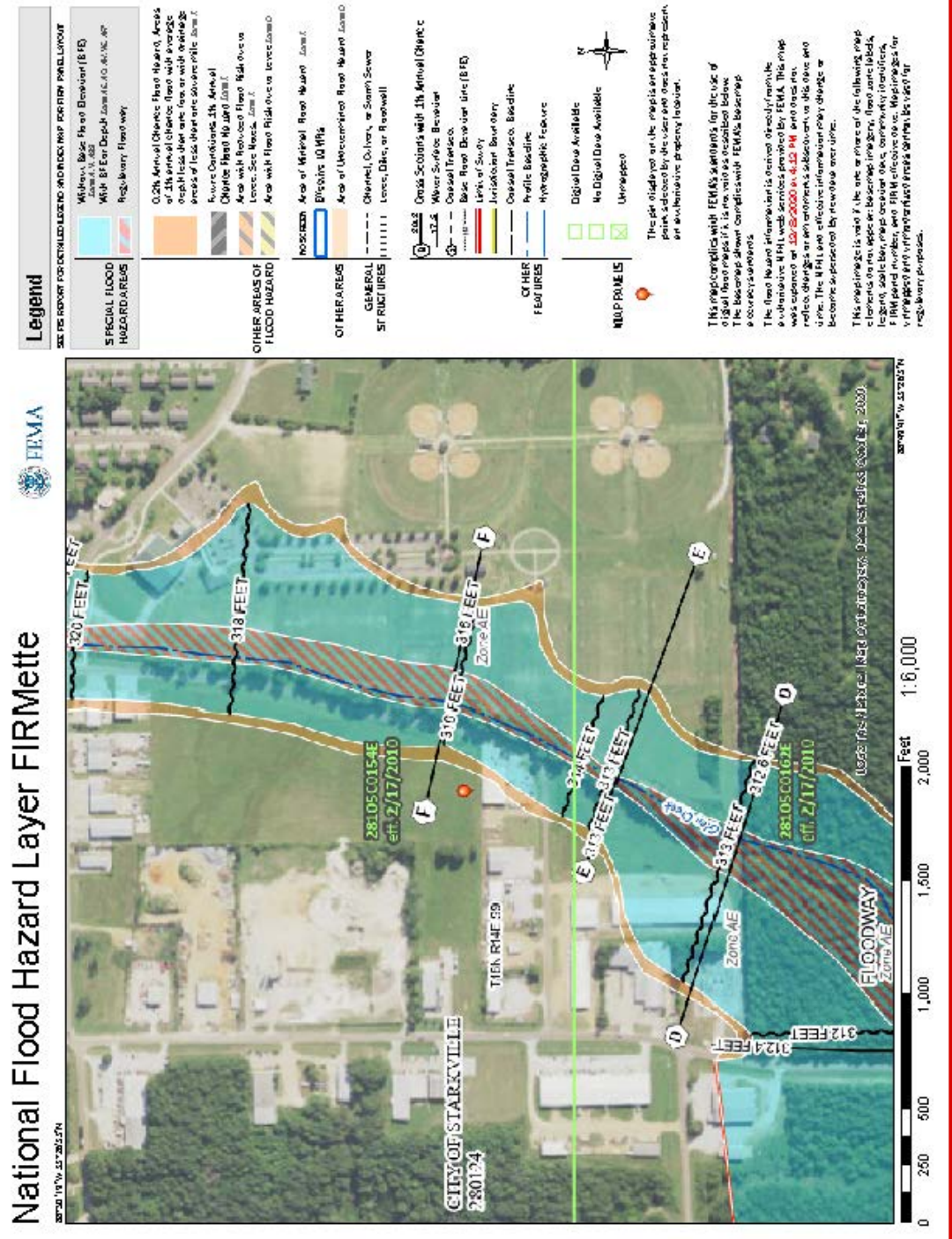
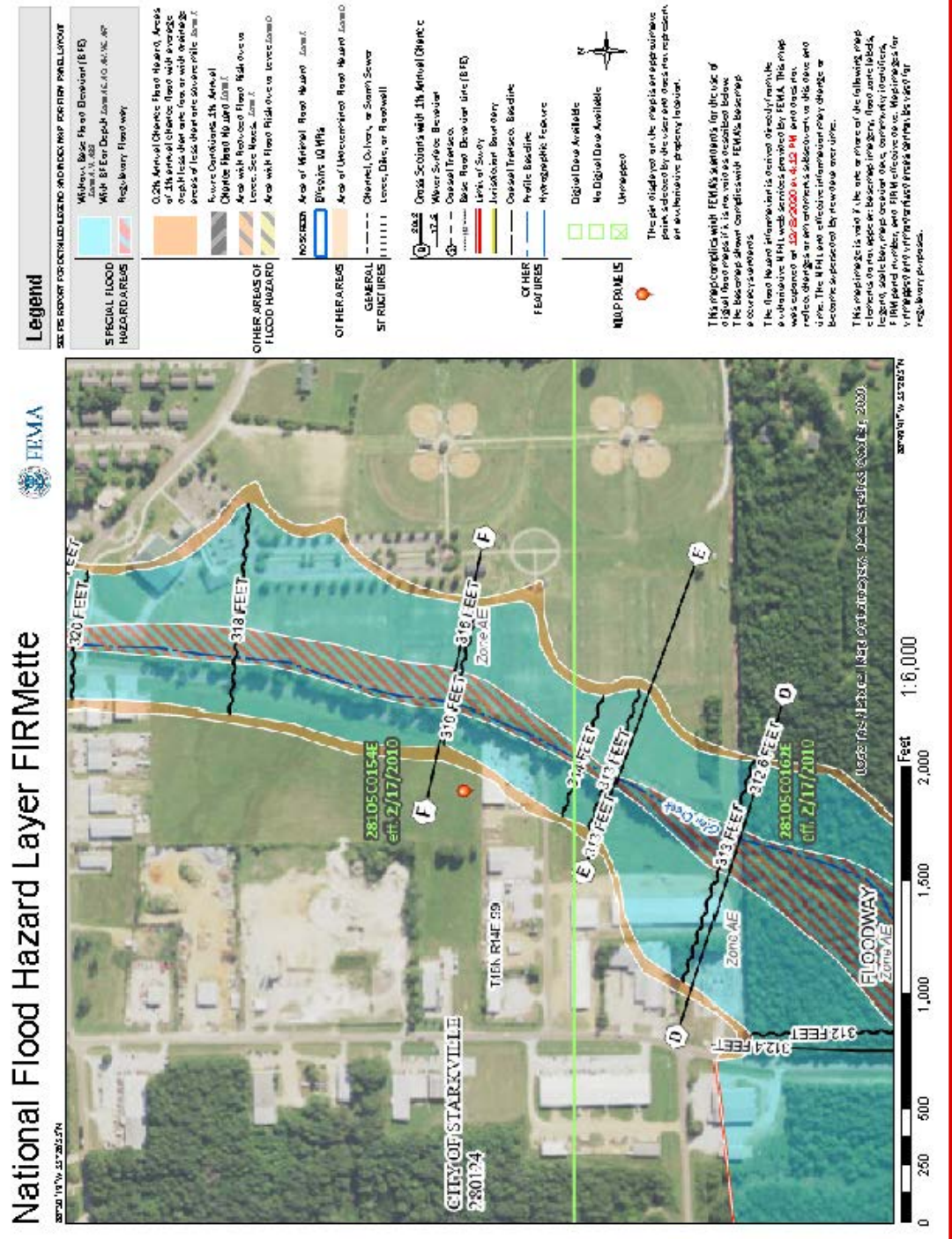
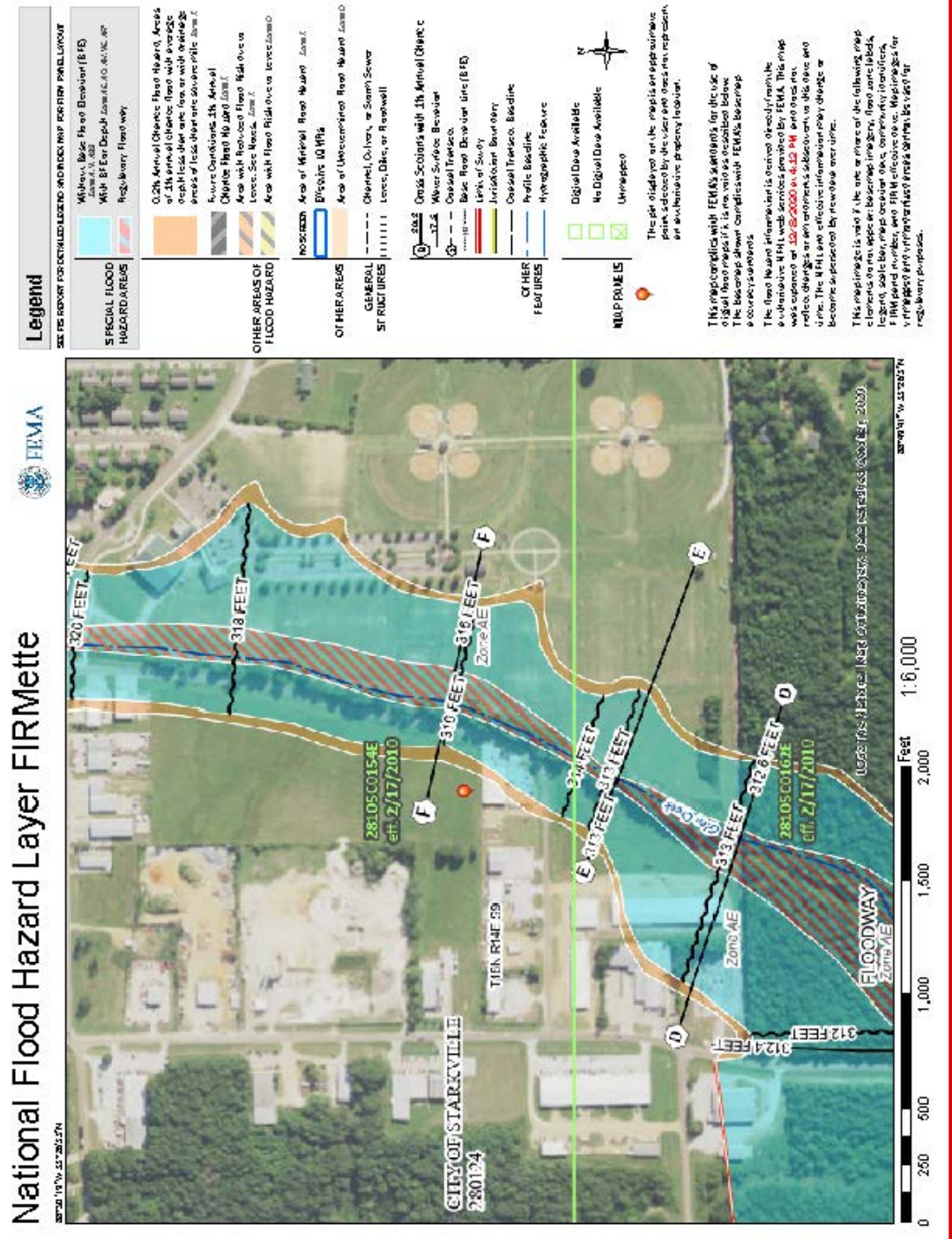
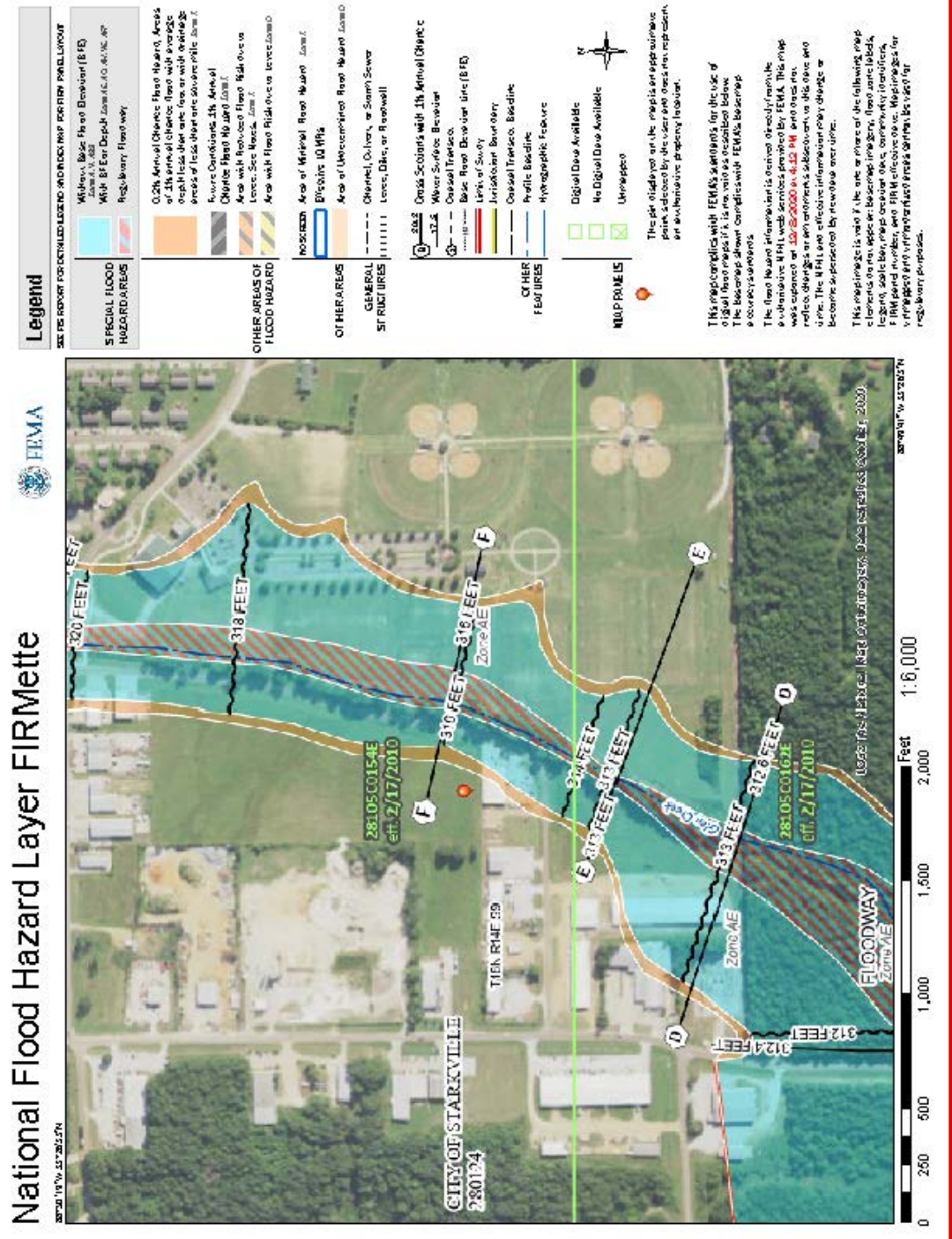
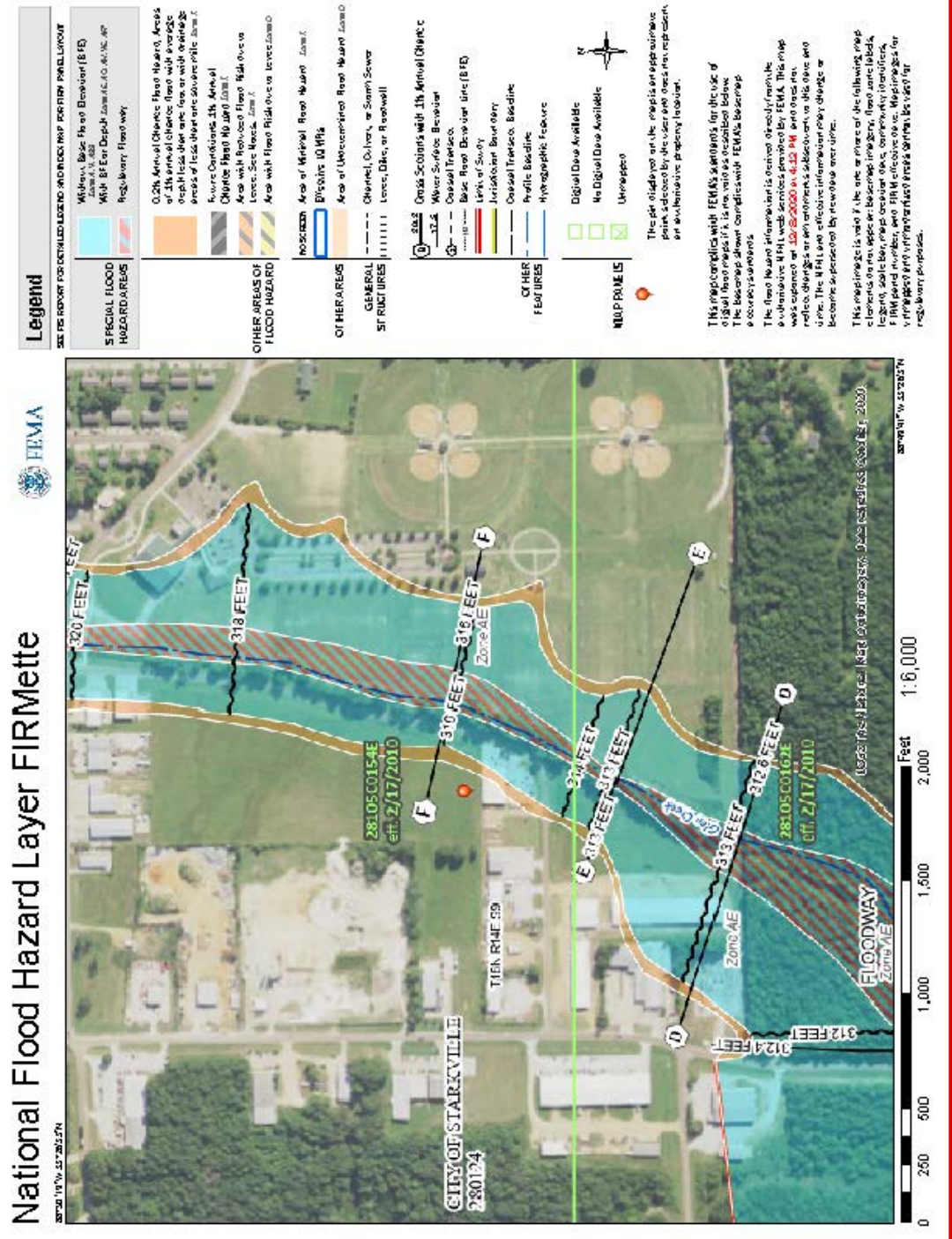
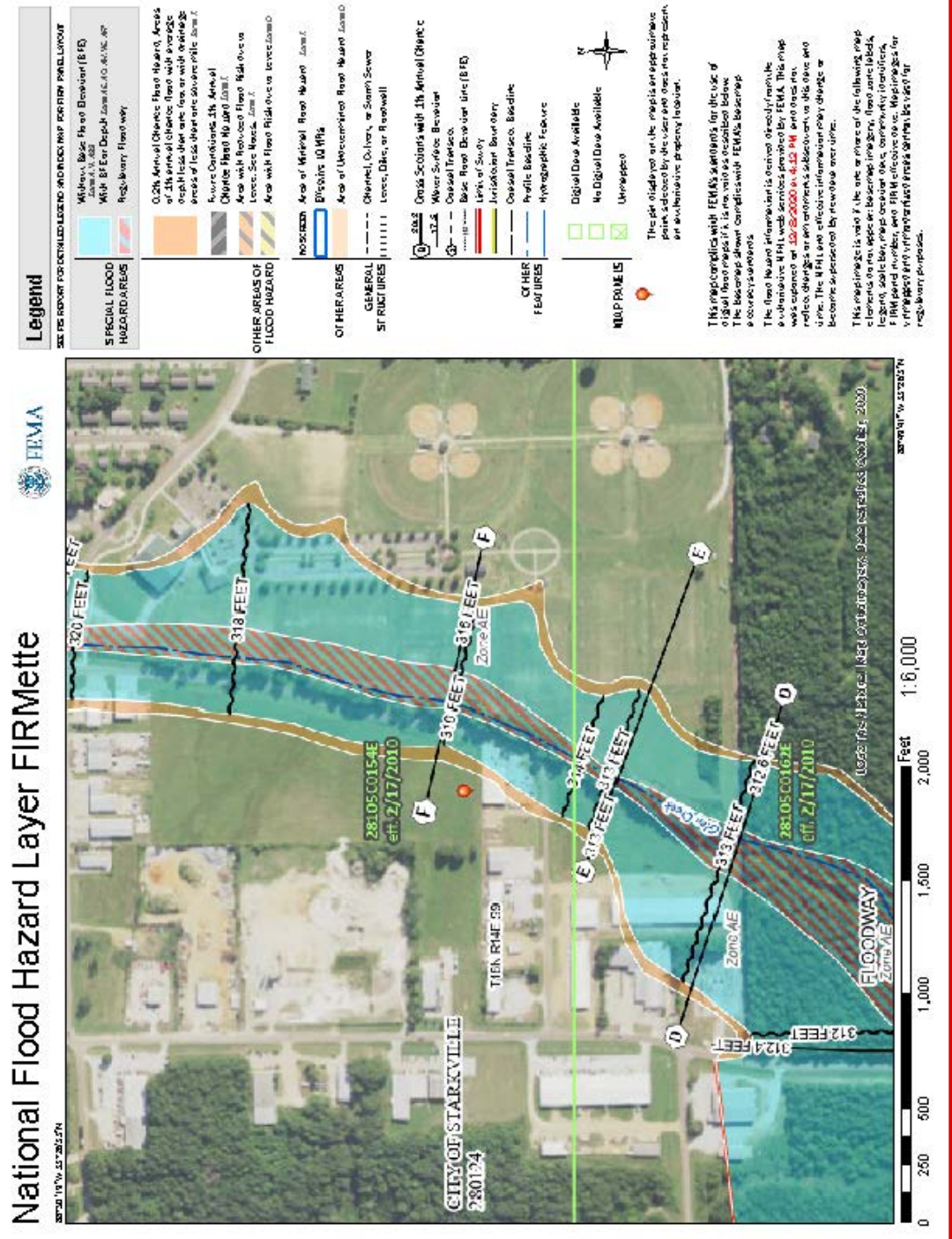
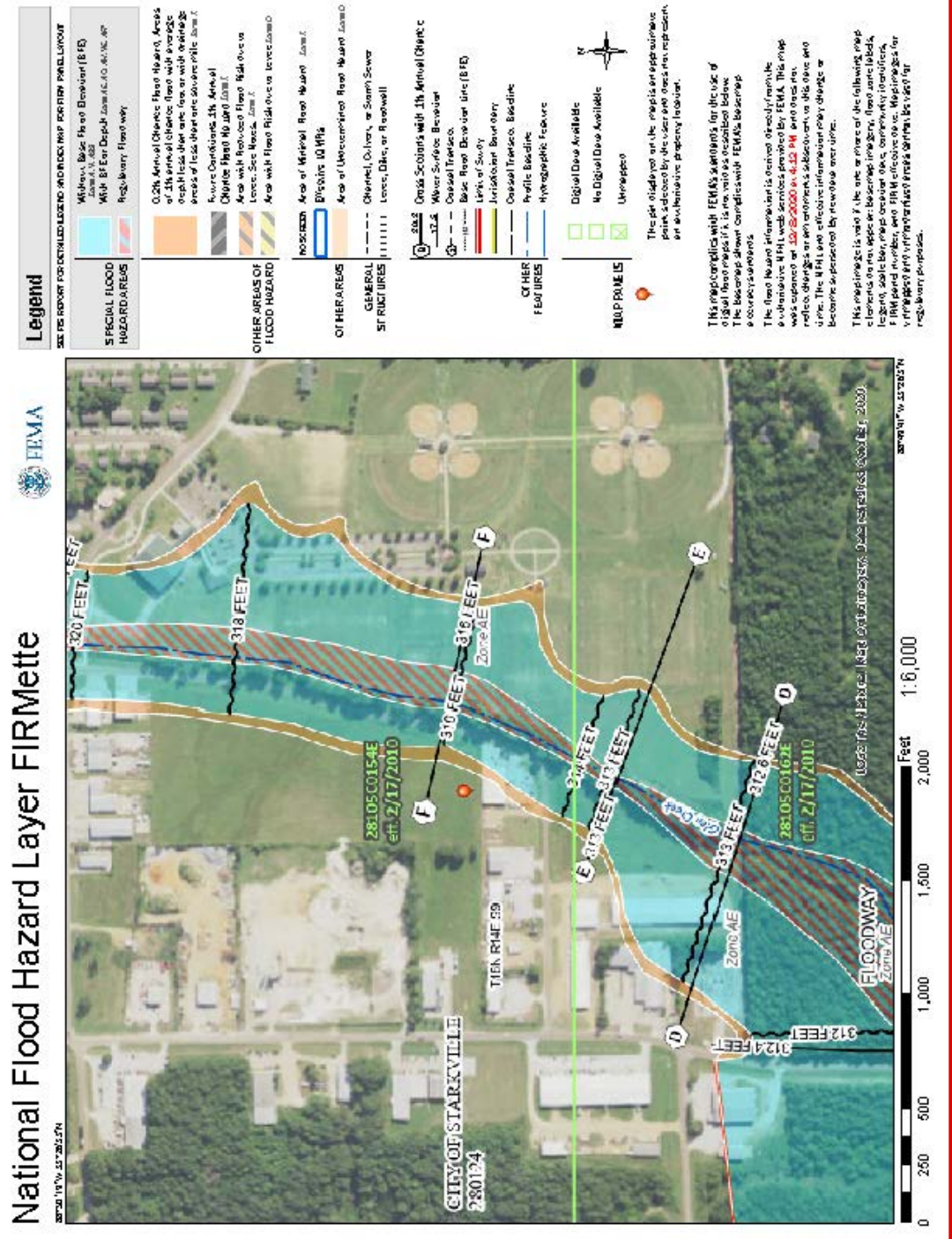
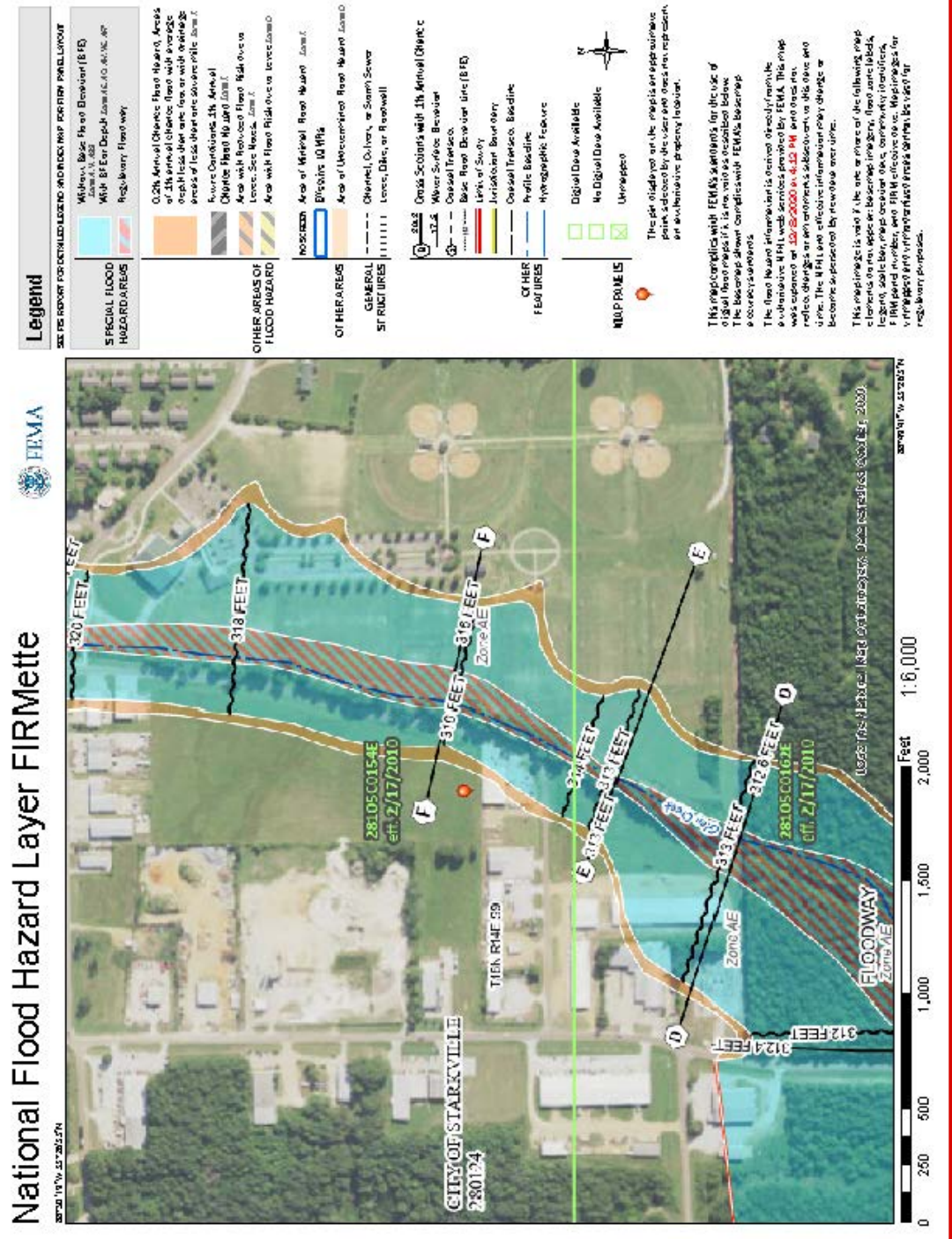
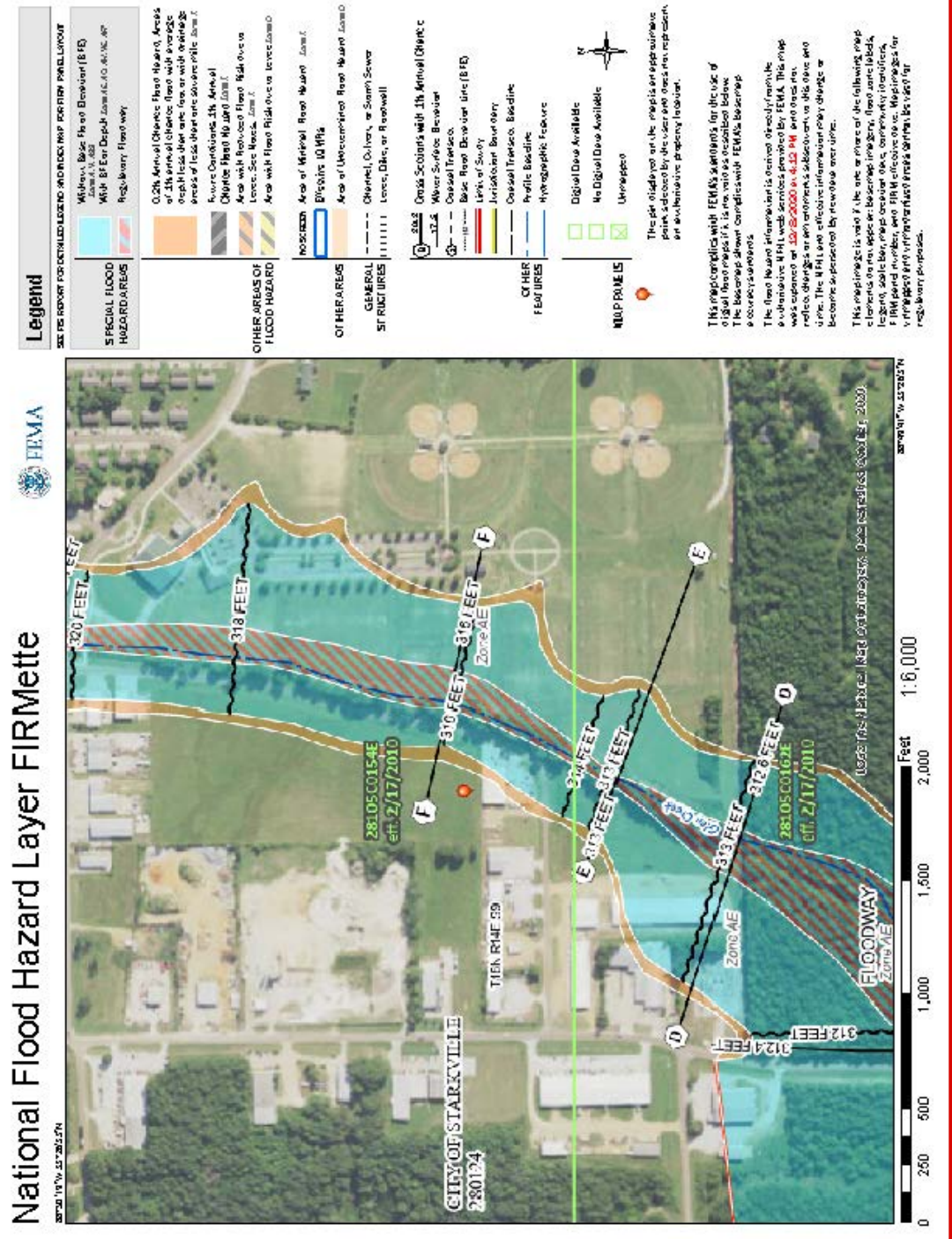
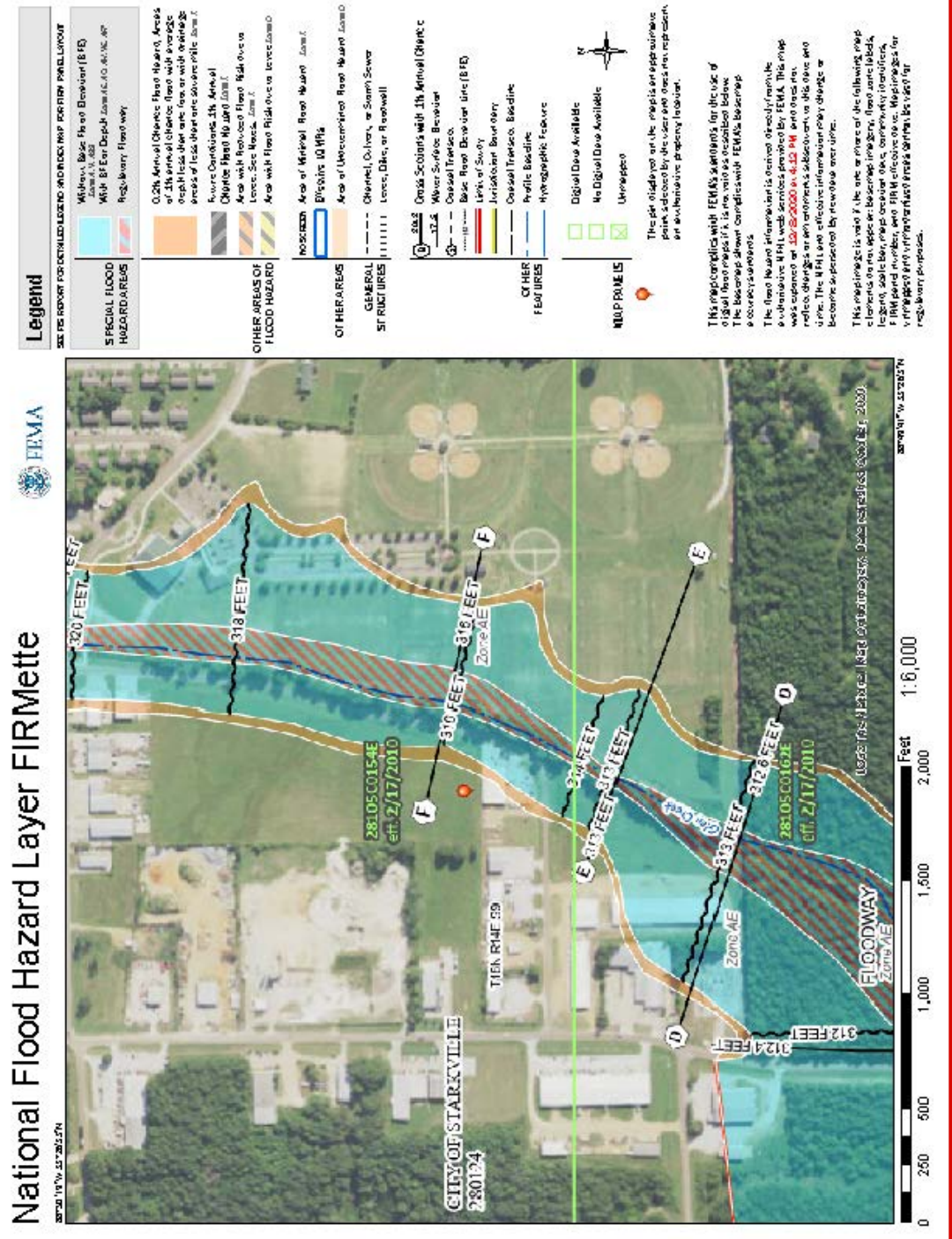
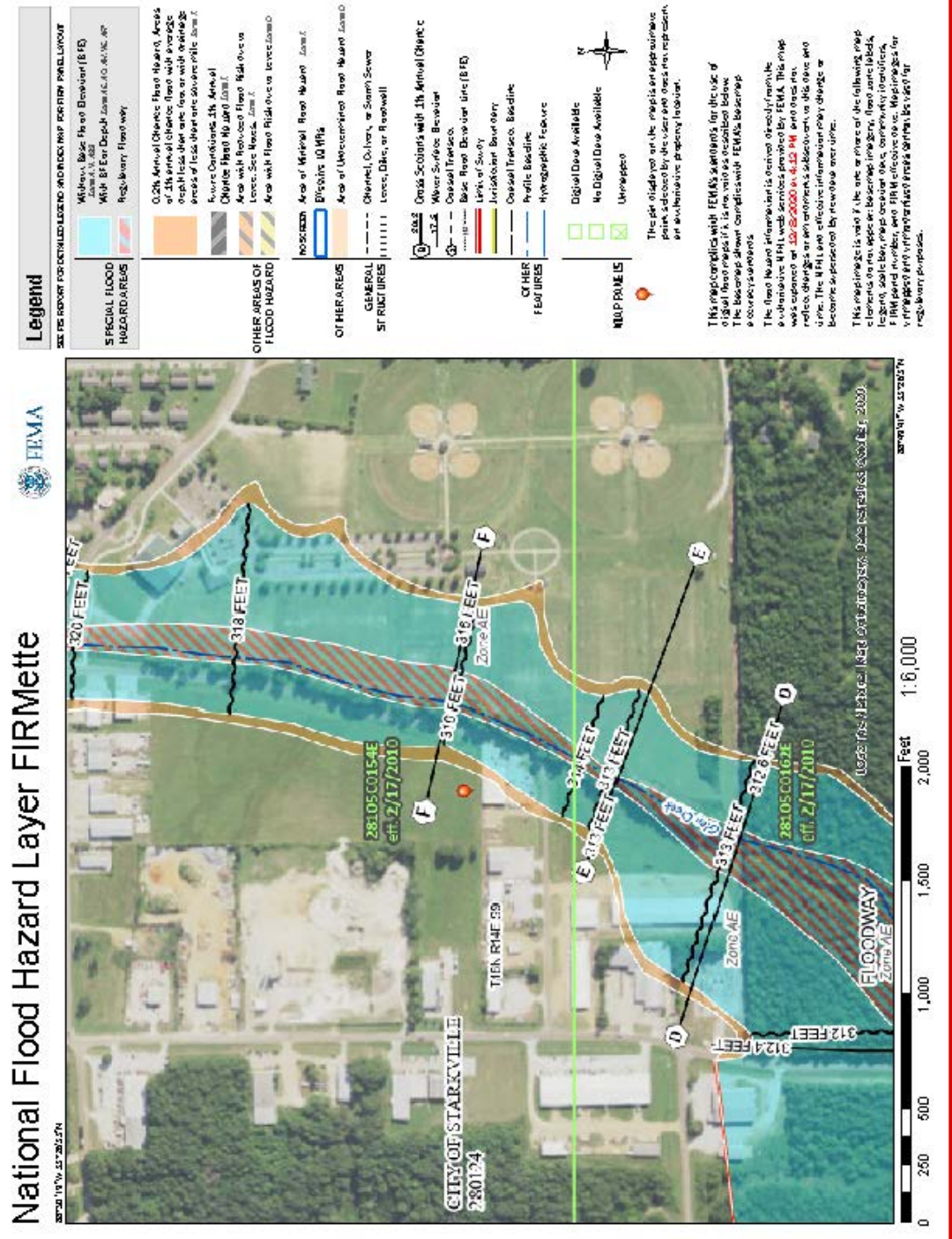
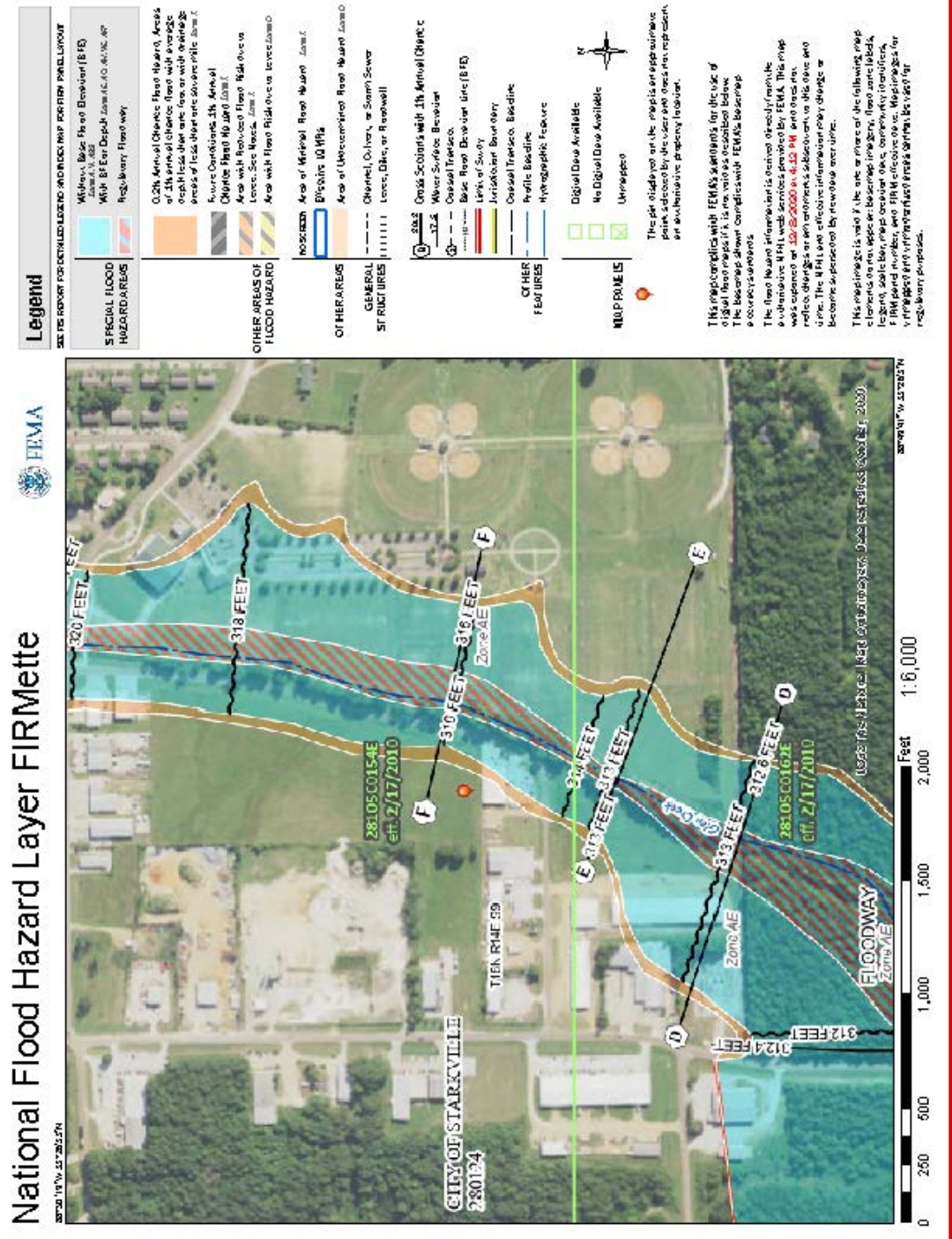
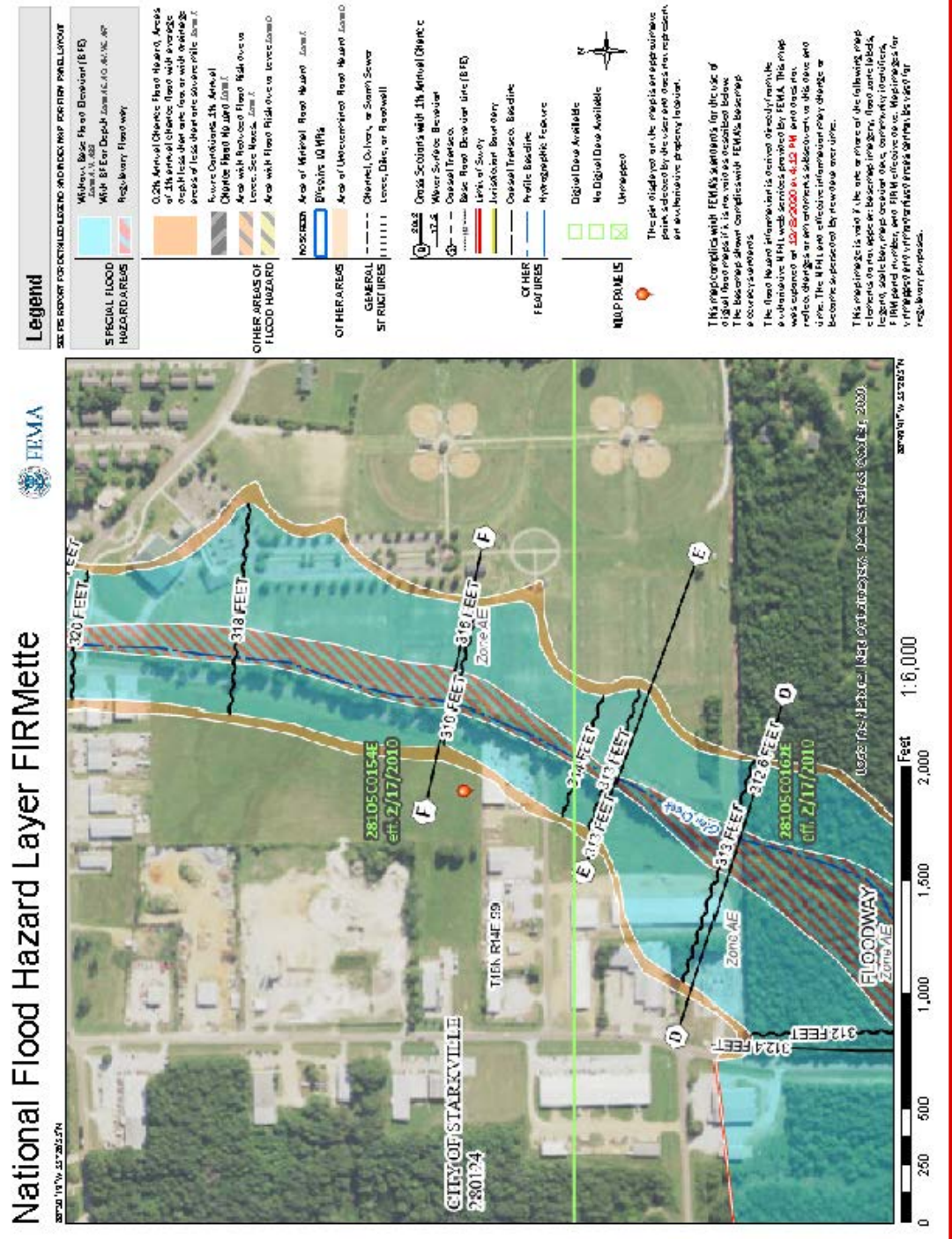
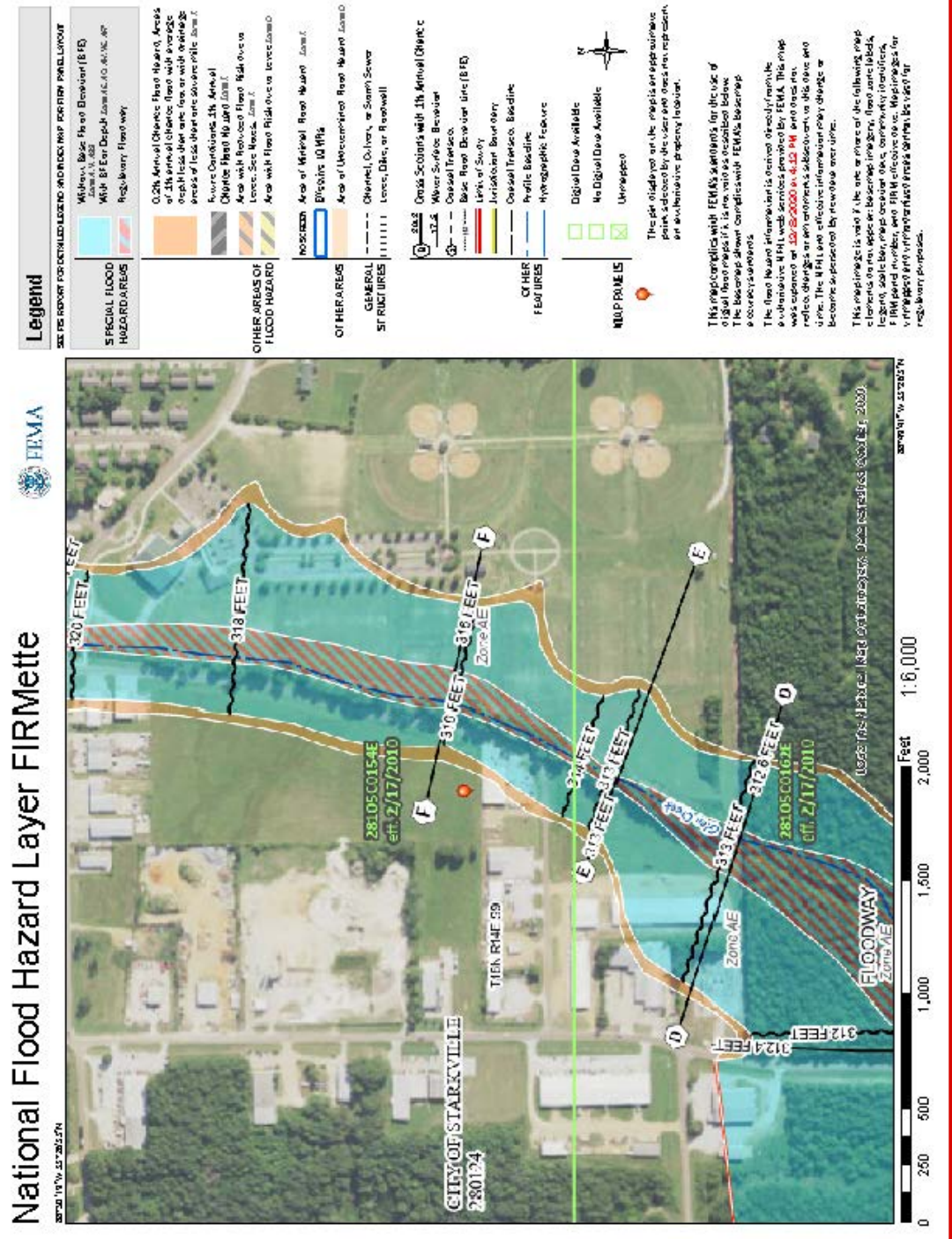
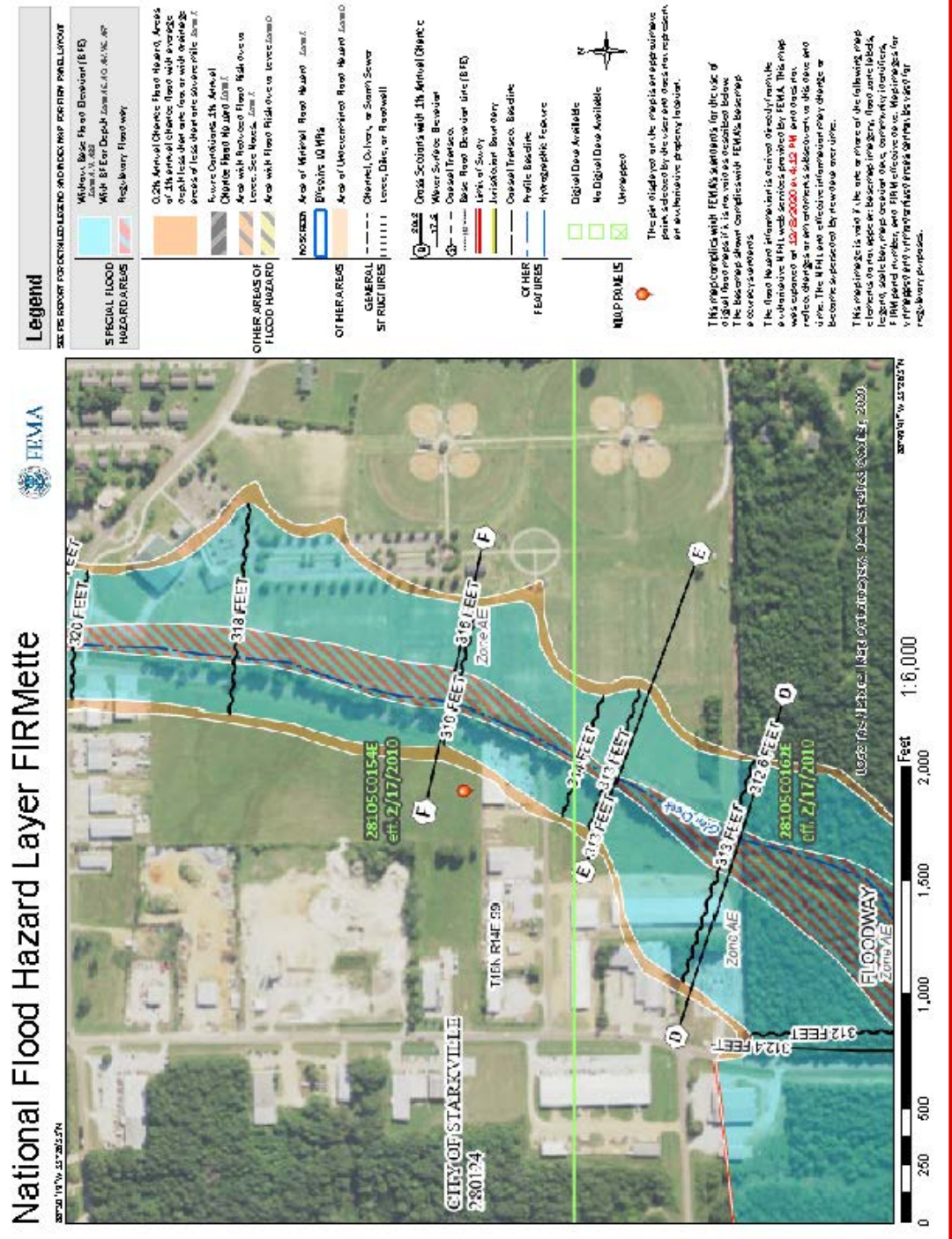
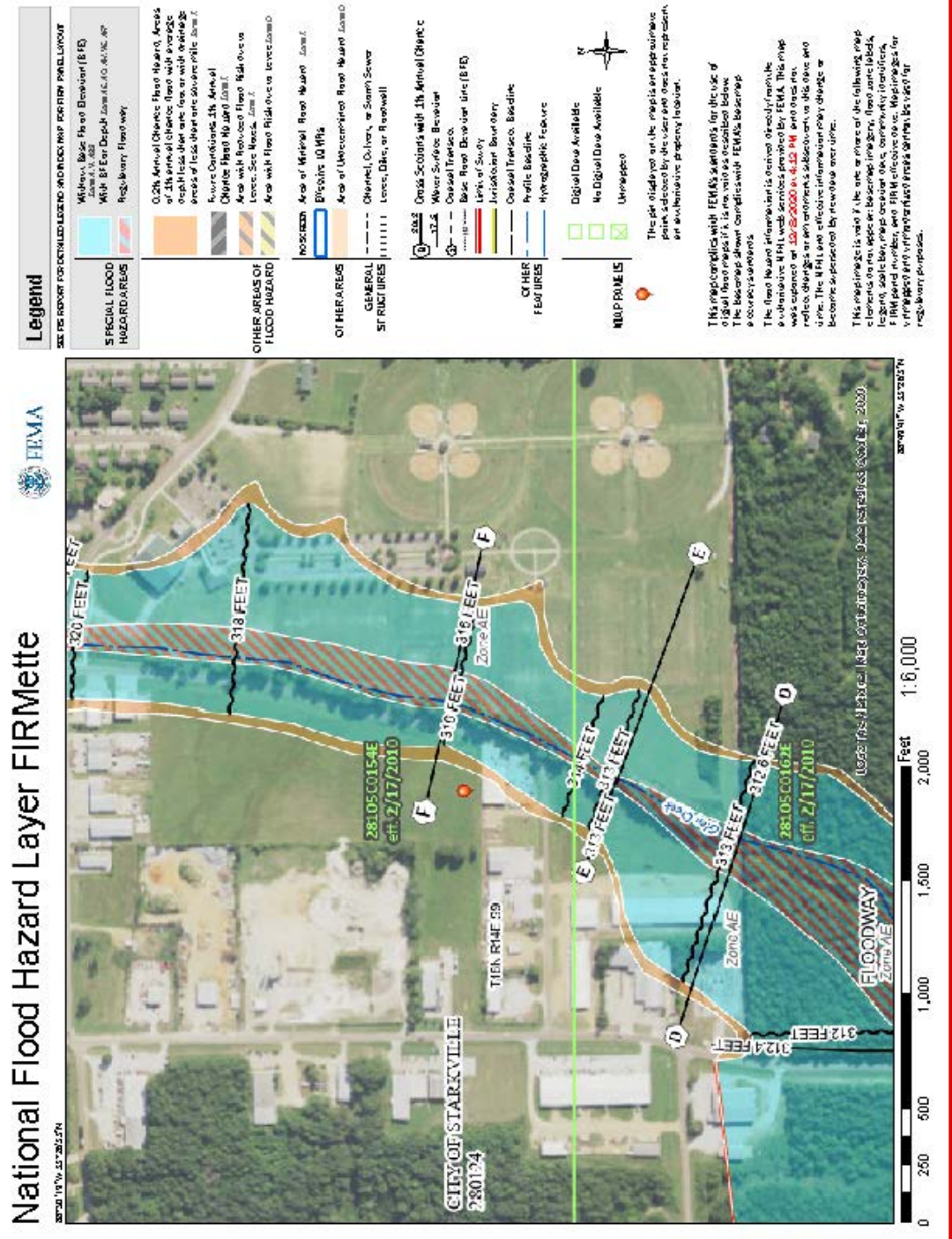
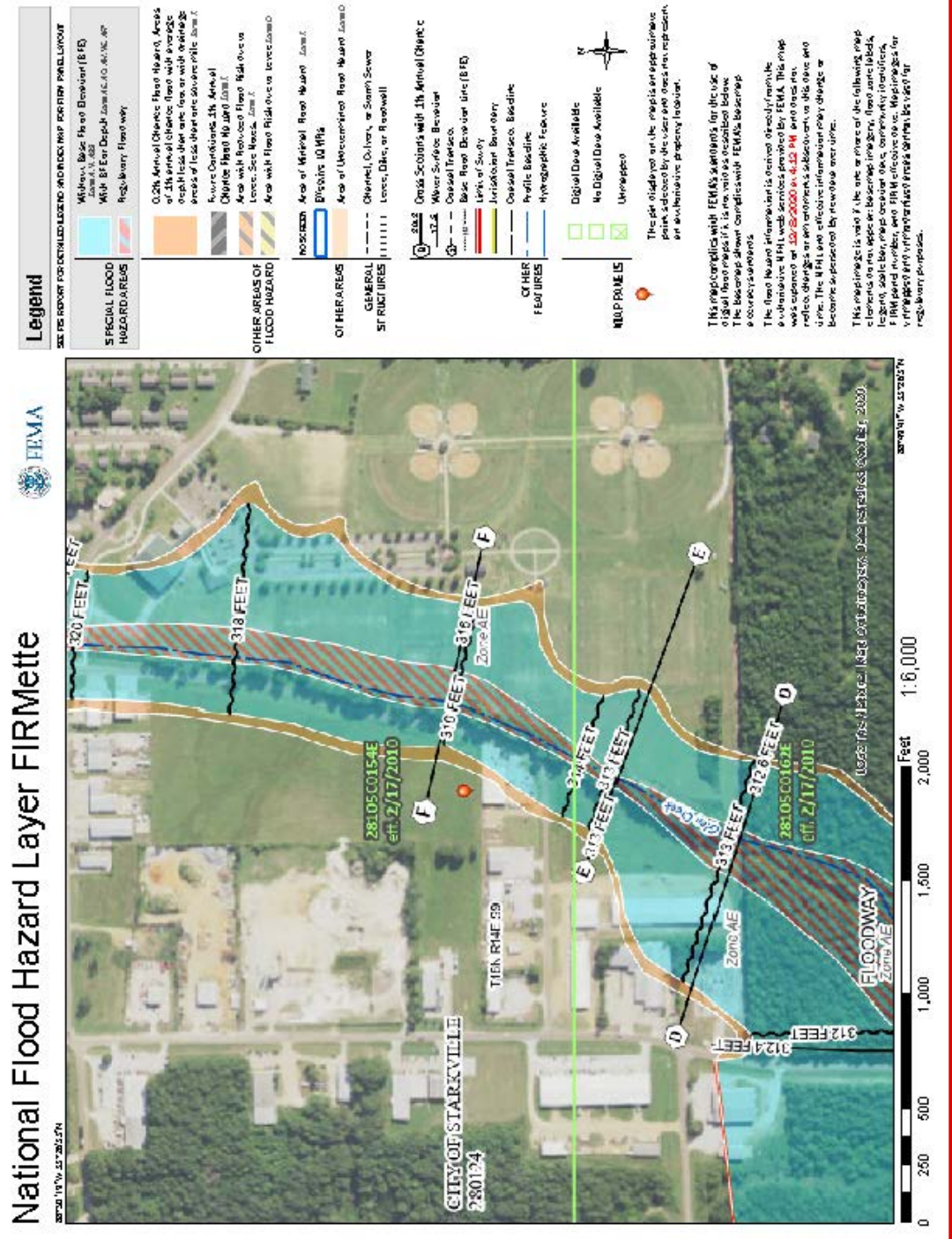
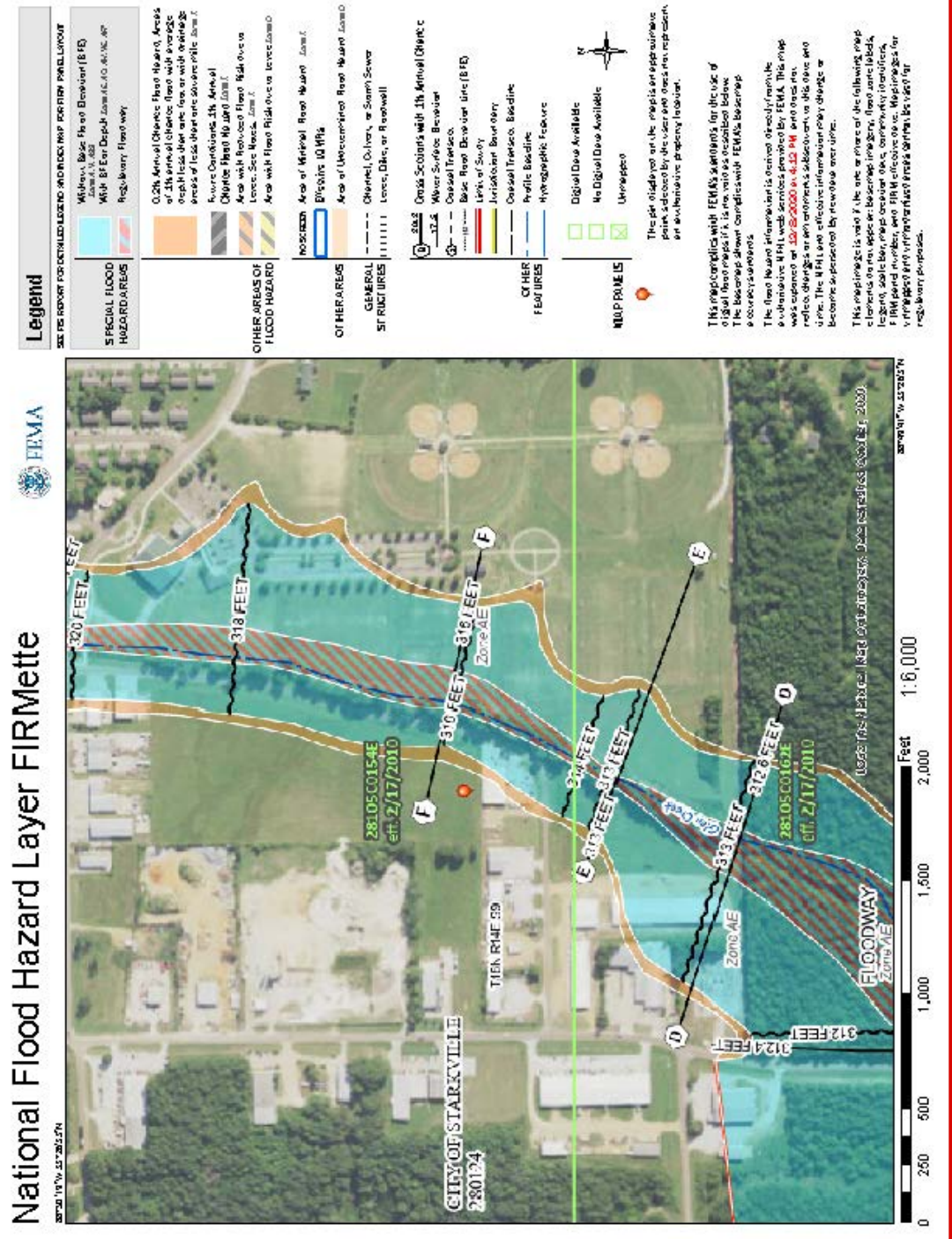
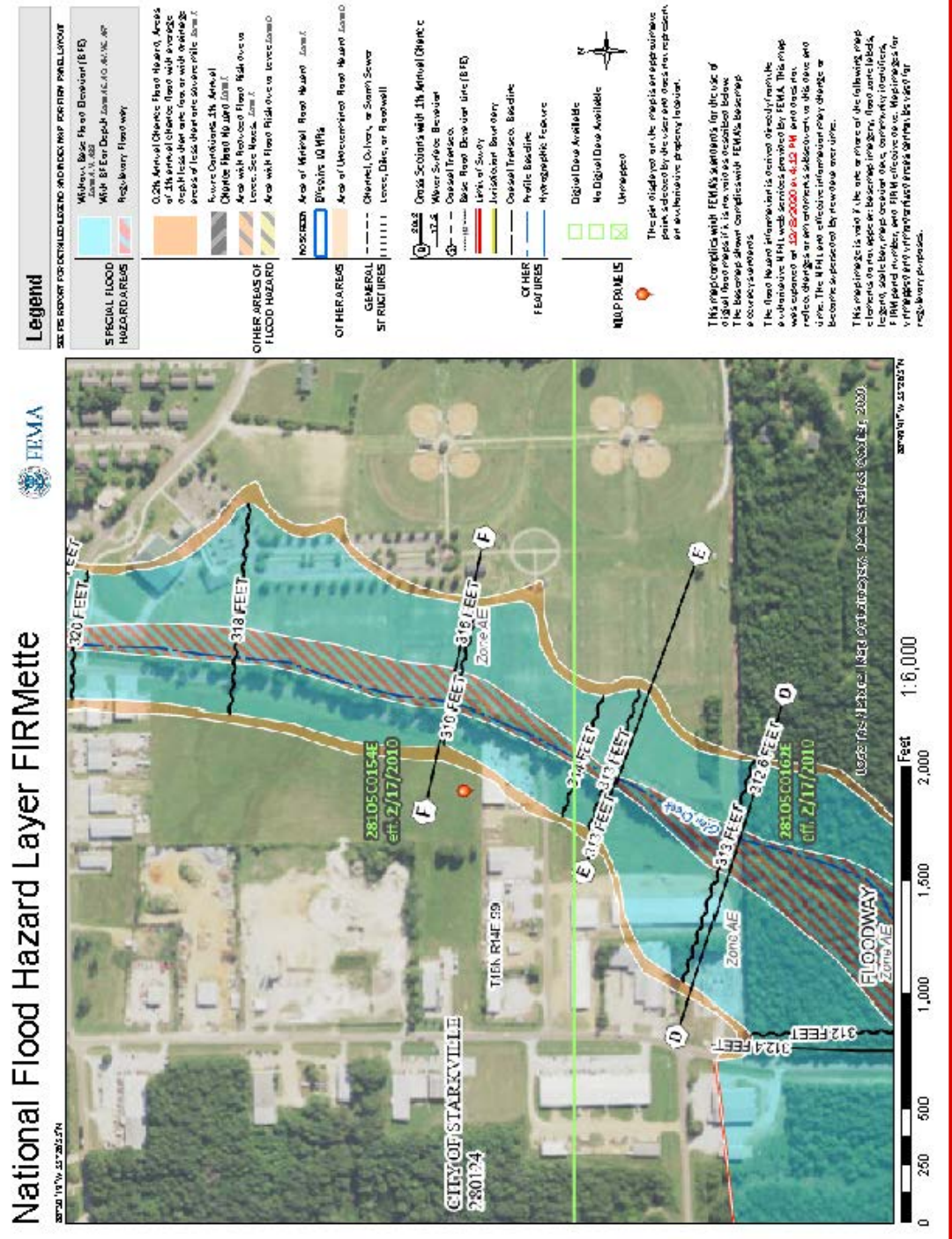
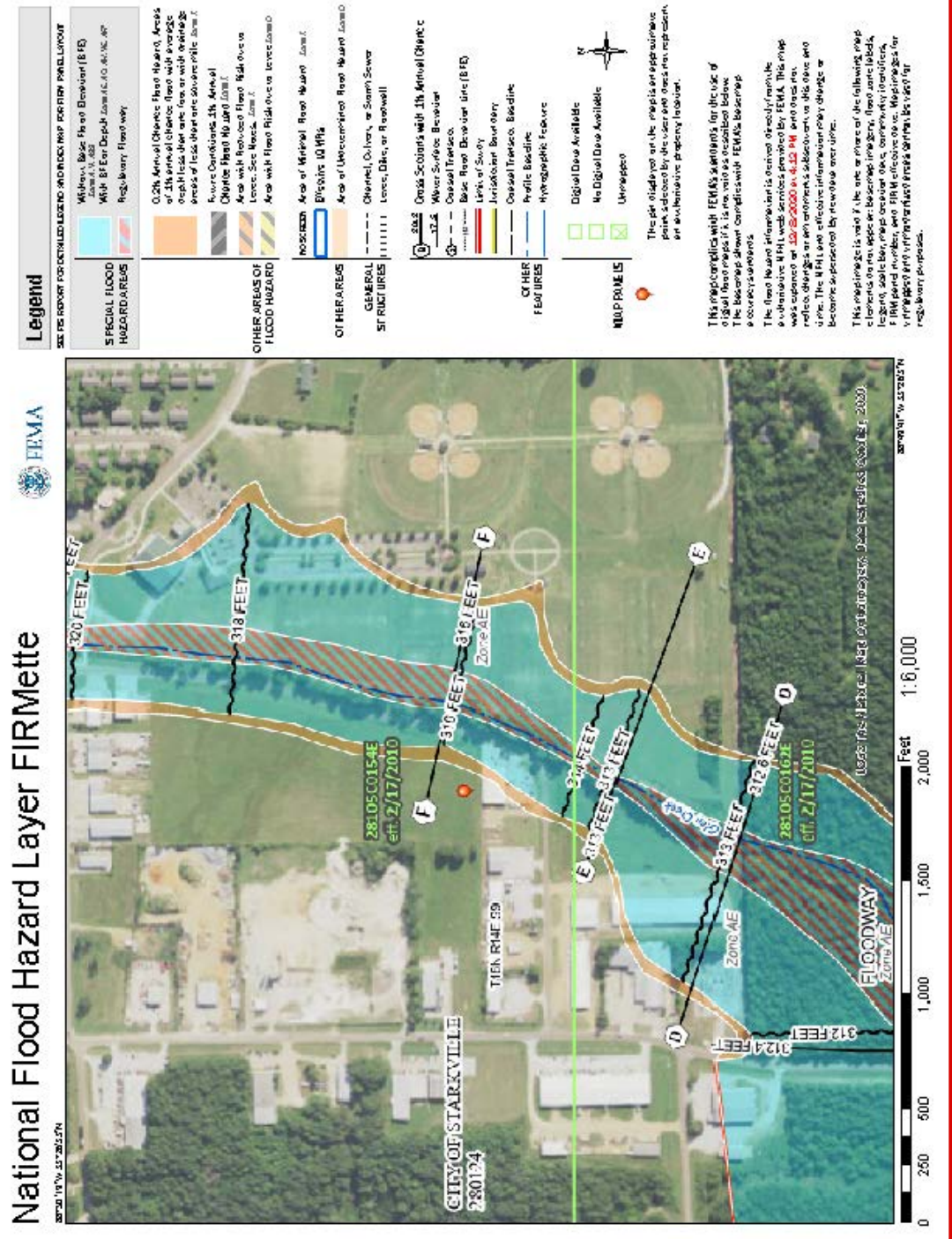
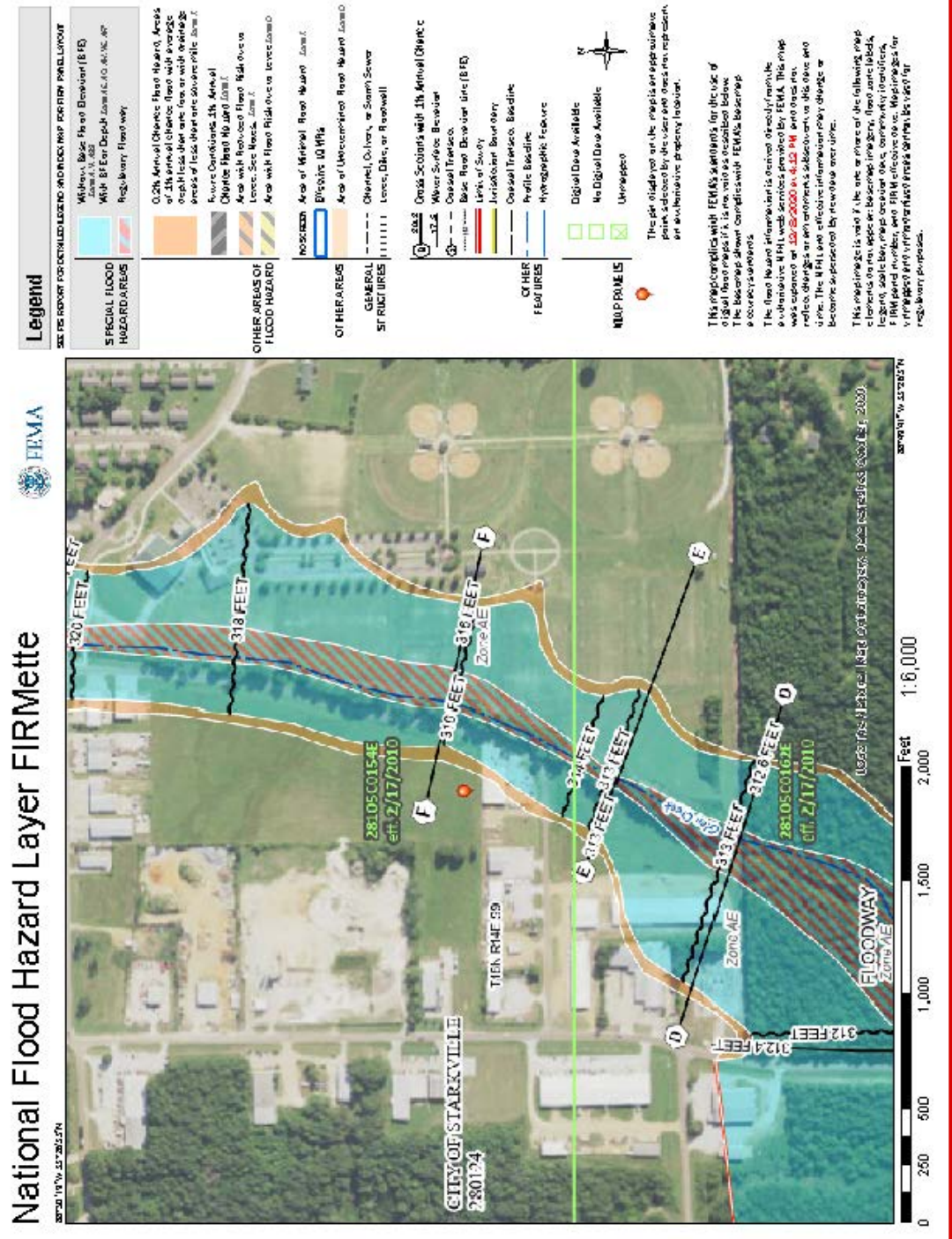
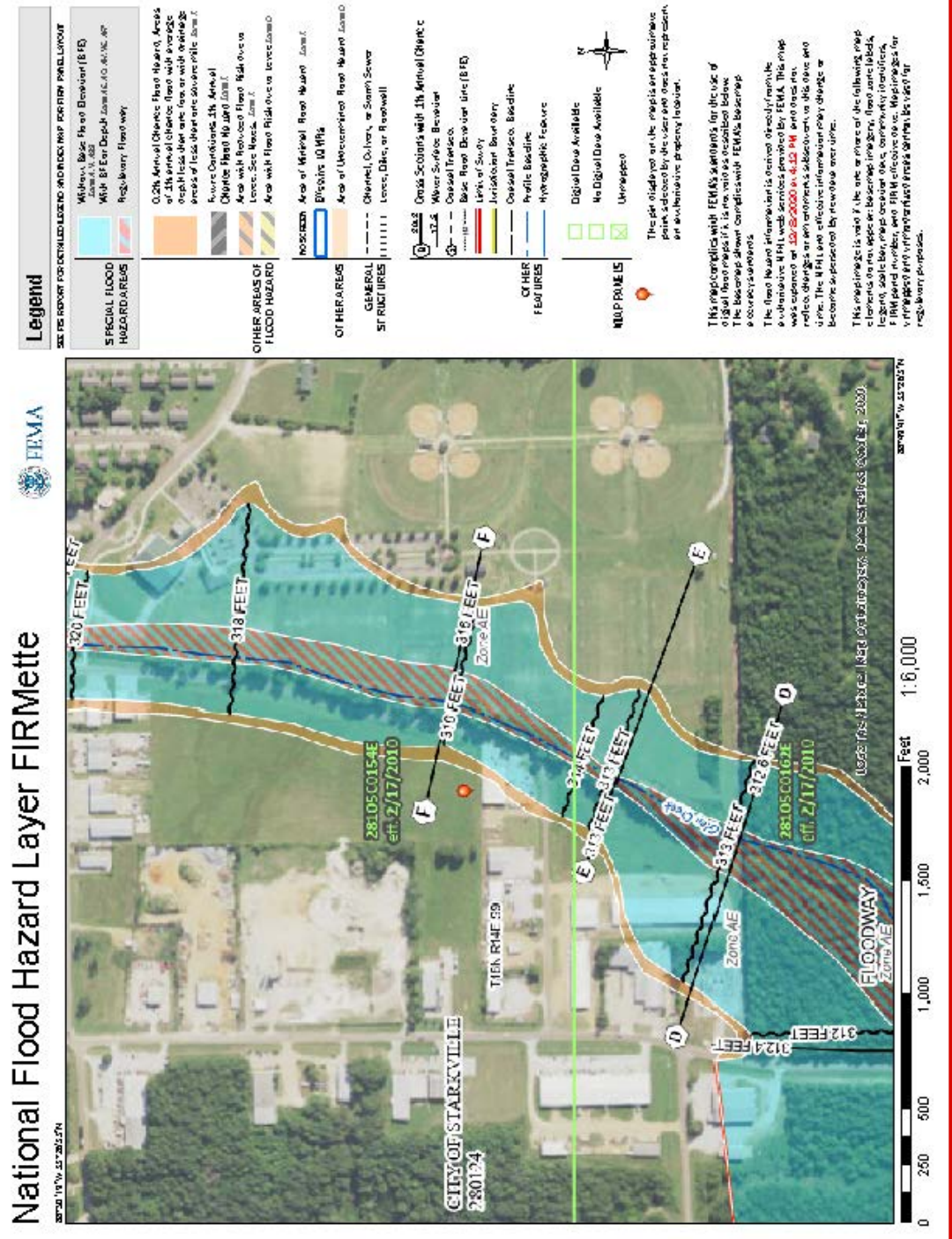
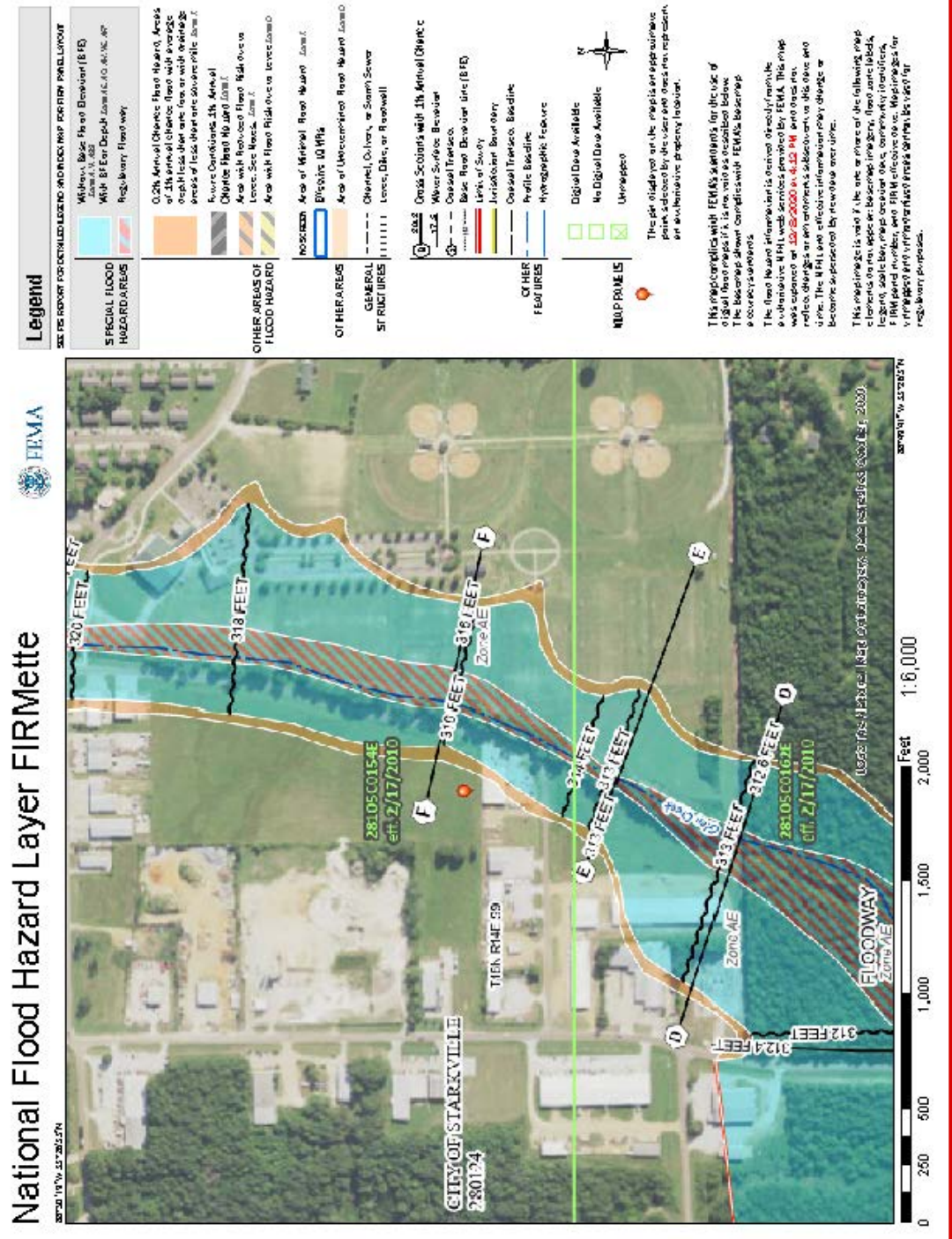
We solicited quotes from 3 contractors capable of performing this work and we received two quotes back:

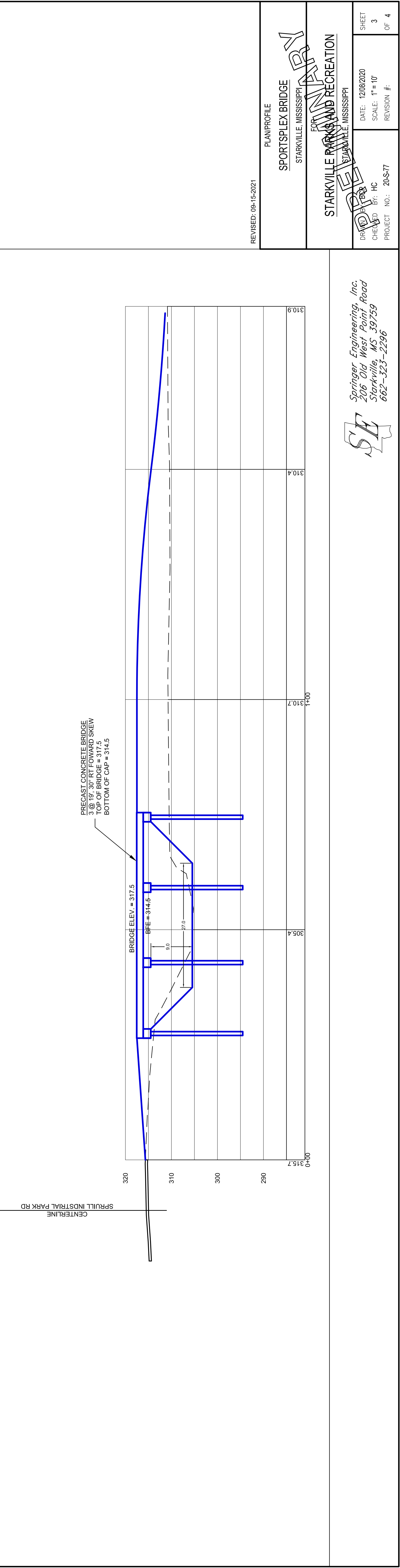
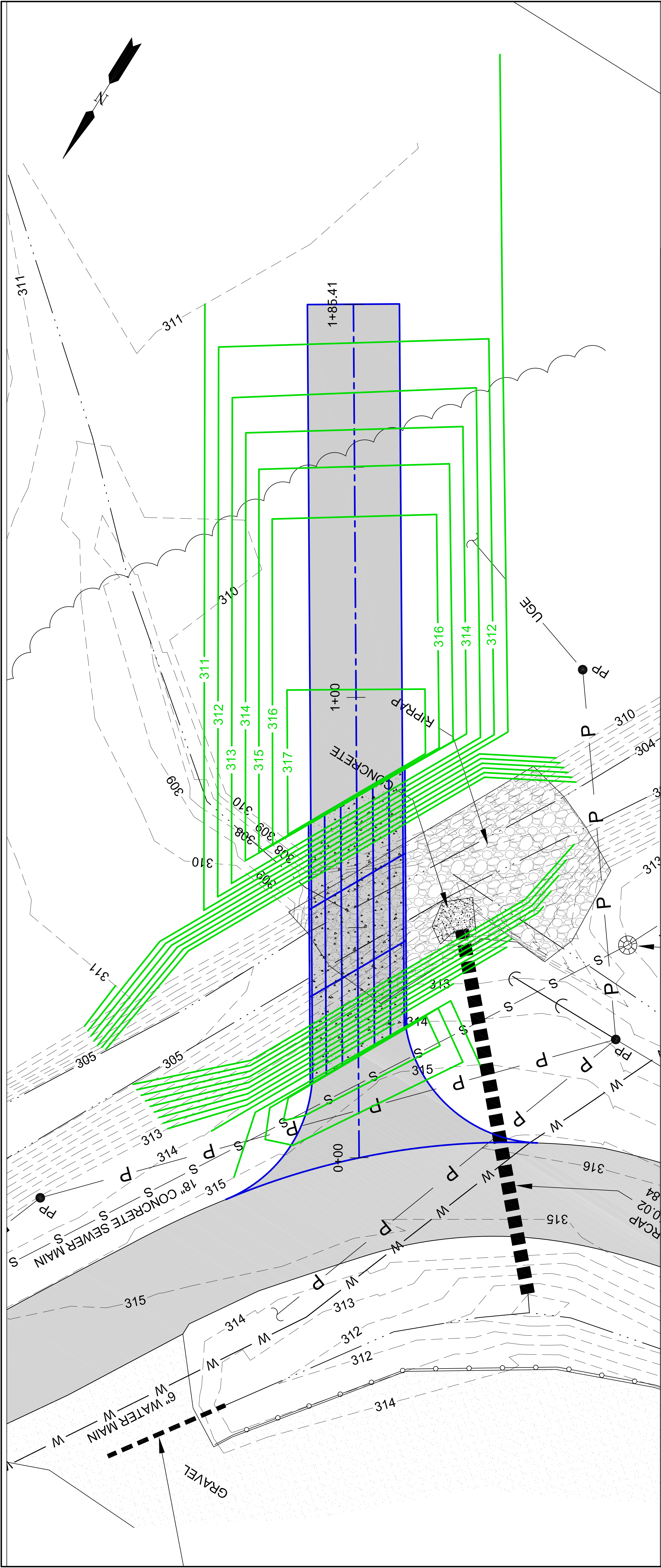
NL Carson Construction	\$29,470
Joe McGee Construction	\$115,500

Attached are preliminary plans showing more detailed bridge layout and elevations.

SUGGESTED MOTION: Move for approval to accept the low quote from N.L. Carson Construction to drive pilings for the new bridge for the Sportsplex overflow parking lot access off Spruill Industrial Road and authorize purchase of necessary materials to complete this project.

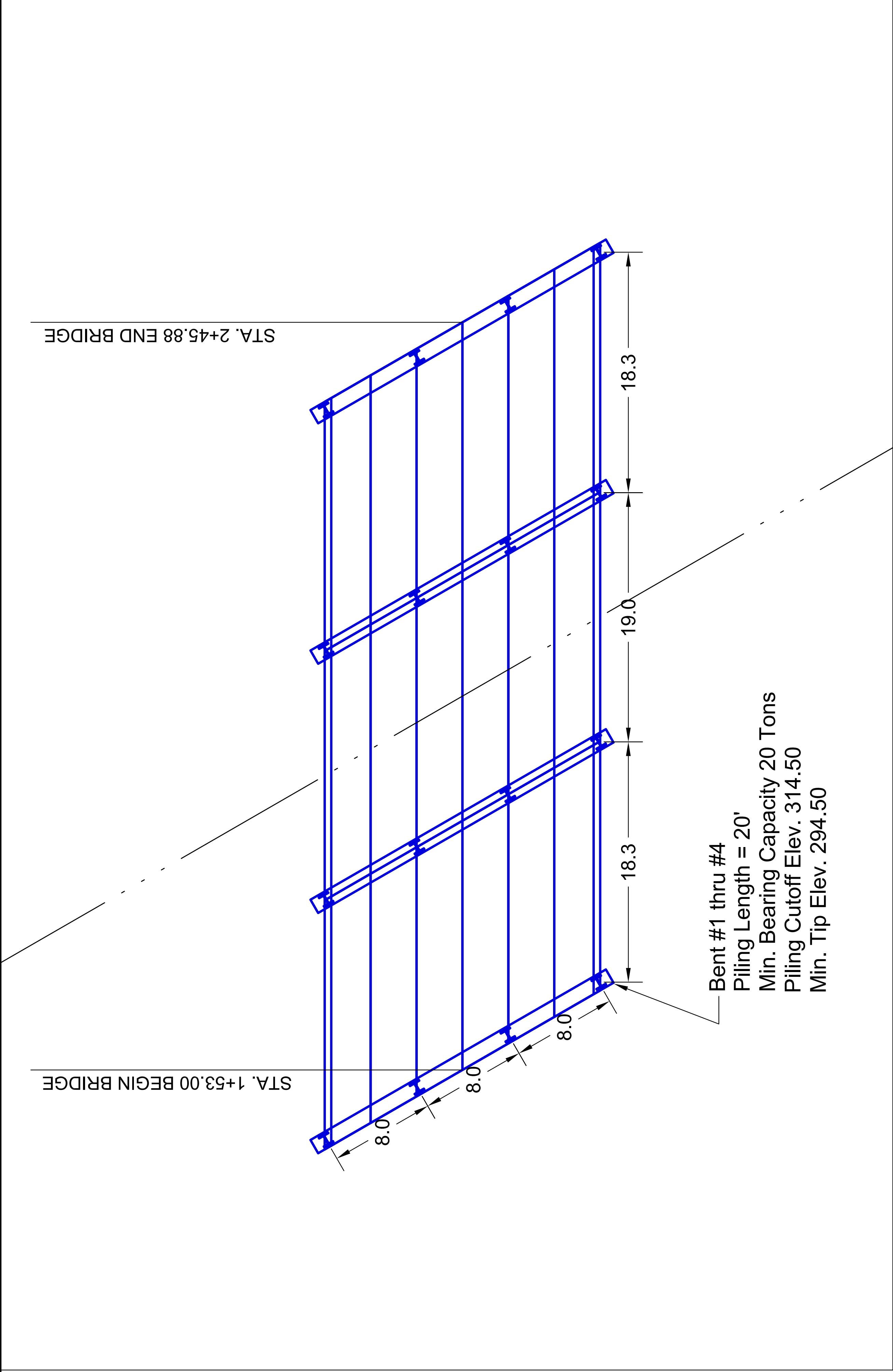






Springer Engineering, Inc.
206 Old West Point Road
Starkville, MS 39759
662-323-2296

PROJECT NO.: 20S-77	CHECKED BY: HC	DATE: 12/09/2020	SHEET 3
REVISION #:			OF 4
STARKVILLE PARKS AND RECREATION			
STARKVILLE, MISSISSIPPI			
SPORTSPLEX BRIDGE			
PLAN PROFILE			
REVISED: 09-15-2021			



REVISED: 09-15-2021

BRIDGELAYOUT		SPORTSPLEX BRIDGE	
STARKVILLE, MISSISSIPPI		STARKVILLE, MISSISSIPPI	
STARKVILLE PARKS AND RECREATION		STARKVILLE, MISSISSIPPI	
DATE: 12/09/2020	SCALE: 1" = 5'	PROJECT NO.: 20S-77	SHEET 4 OF 4
CHECKED BY: HC	REVISION #:		

Springer Engineering, Inc.
206 Old West Point Road
Starkville, MS 39759
662-323-2296



Joe McGee Construction Company, Inc.

6609 Steve Lee Drive/PO Box 340

Lake, MS 39092

Phone: (601) 775-3754 Fax: (601) 775-3785

AN EQUAL OPPORTUNITY EMPLOYER

October 27, 2021

Mary T. Williams, PE
City of Starkville
110 West Main Street
Starkville, MS 39759

RE: Sportsplex Bridge

Dear, MS Williams

Per your request, JMC proposes to complete the Sportsplex Bridge Project in Starkville, MS for the prices listed below.

ITEM	Qty	Unit	Total
Mobilization	1	LS	\$ 25,000.00
Drive Pile and Set Caps (Includes Materials)	1	LS	\$ 55,500.00
Install Owner Furnished Bridge Slabs	1	LS	\$ 21,000.00
Clearing of Tree Line at Bridge Crossing	1	LS	\$ 10,000.00

Total \$ 111,500.00

The prices above are based on the information and plans provided to JMC in an email on 10/13/2021.

3.5% Contractor Tax is Included.

Bond is not included in the above pricing.

No Pre-drilling for pile holes included in pricing.

Pile pricing is based on using 16 - HP 10 x 42 pile @ 20' each and caps are to be HP 14 x 73 @ a maximum of 30' each.

Pricing is based on being able to access the site from both sides of the ditch.

Quote valid for 30 days.

Please contact us if you have any questions or need additional information.

Respectfully,

Howard S. Schuler

Howard S. Schuler
Senior Estimator

N.L. CARSON CONSTRUCTION CO, INC.

2221 WAGGONER RD.
CARTHAGE, MS 39051

Phone 601-267-3023

Fax 601-267-3025

October 15, 2021

Mary T. Williams, P.E.
City of Starkville
110 West Main Street
Starkville, MS 39759

RE: Bridge at Starkville Sportsplex
Driving Piles

We propose to drive the piling at the sportsplex for the Lumpsum price of \$29,470.00.

1. Price includes labor and equipment only.
2. Price does not include clearing and grubbing or dirt work.
But these services can be provided if requested by City.
3. Price includes driving 16 piles 20ft in length each.
4. No bridge staking included.
5. Quote good for 30 days.

Lee Carson

Lee Carson
President



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE:11.16.2021
PAGE: 1

SUBJECT: Consideration of approval of Change Order #2 in the amount of \$6,139.49 for the Sportsplex parking lot for relocation of underground power conduit to light pole not shown on plans.

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 discovered an underground power conduit to a light pole which needs to be relocated out of the new detention pond area. The proposed change order will accommodate additional materials and labor needed to perform this relocation.

SUGGESTED MOTION: Move for approval of Change Order #2 in the amount of \$6,139.49 for the Sportsplex parking lot for relocation of underground power conduit to light pole not shown on plans.

Change Order

No. 2

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:

Relocate and Repair Underground Power Conduit

Reason for Change Order: Underground power line to light pole was not shown on plans and needs to be relocated out of the new detention pond.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$851,300.00

Increase from previously approved Contract to No. 2:

\$0.00

Contract Price prior to this Change Order:

\$853,897.25

Increase of this Change Order:

\$6,139.49

Contract Price incorporating Change Order:

\$857,439.49

CHANGE IN CONTRACT TIMES:

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 Change Orders to No. 2:

Substantial completion (days): 7

Ready for final payment (days): 7

Contract Times prior to this Change Order:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

Increase of this Change Order:

Substantial completion (days or date): 1/12/22

Ready for final payment (days or date): 1/12/22

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:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Finance

AGENDA DATE 11/16/2021

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 November 10, 2021 is \$2,432,960.28
Of which the claims amount for Starkville Utilities is \$1,757,496.07

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 November 10, 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.



City of Starkville, MS

Expense Approval Report By Fund

Post Dates 11/5/2021 - 11/10/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
PAPA JOHNS PIZZA	S0256 21 3243	10/27/2021	PIZZAS	001-000-160-697	72.50
MISSISSIPPI BUREAU OF NARCOTICS	INV0034030	11/10/2021	LUVENE MOORE	001-000-334-126	793.80
AUSTIN VOLLOR, ATTORNEY	INV0034031	11/10/2021	LUVENE MOORE	001-000-334-126	1,300.00
Department 000 - UNDESIGNATED Total:					2,166.30
Department: 005 - MISSING DESCRIPTION FOR DEPT - 005					
SPORTS FACILITIES COMPANIES, INC.	INV0033984	11/05/2021	BOARD APPROVAL 10/19/21	001-005-054-208	250,000.00
Department 005 - MISSING DESCRIPTION FOR DEPT - 005 Total:					250,000.00
Department: 100 - BOARD OF ALDERMEN					
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	001-100-604-330	257.67
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-100-604-330	80.02
Department 100 - BOARD OF ALDERMEN Total:					337.69
Department: 110 - MUNICIPAL COURT					
HOWARD INDUSTRIES	21-00534993	10/29/2021	LATITUDE 7420 16GB	001-110-918-805	2,991.00
MAXXSOUTH BROADBAND	INV0033999	11/05/2021	10/31-11/30 ACCT 8282411010508324	001-110-604-330	28.12
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-110-604-330	40.01
Department 110 - MUNICIPAL COURT Total:					3,059.13
Department: 111 - YOUTH COURT					
SOUTHERN TELECOMMUNICATIONS	11.9.21	11/09/2021	OCTOBER 2021	001-111-604-330	143.28
Department 111 - YOUTH COURT Total:					143.28
Department: 120 - MAYORS OFFICE					
AMAZON CAPITAL SERVICES, INC.	1FJ4-F7JV-Q6HP	10/31/2021	DRY ERASE MARKERS	001-120-501-200	33.08
CORNERSTONE GOVERNMENT AFFAIRS, INC.	COSMS-1121	11/01/2021	OCT 2021	001-120-600-300	4,272.92
SULLIVAN'S OFFICE SUPPLY, INC.	68175	11/02/2021	COPY PAPER	001-120-501-200	70.34
MAXXSOUTH BROADBAND	INV0033999	11/05/2021	10/31-11/30 ACCT 8282411010508324	001-120-604-330	28.12
PETTY CASH VOUCHERS	INV0034015	11/05/2021	DRINKS FOR ALDERMAN	001-120-503-202	11.32
SOUTHERN TELECOMMUNICATIONS	11.9.21	11/09/2021	OCTOBER 2021	001-120-604-330	90.57
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-120-604-330	40.01
Department 120 - MAYORS OFFICE Total:					4,546.36
Department: 123 - IT					
NEXTSTEP INNOVATION	NSQ41252	07/30/2021	PALO ALTO RENEWAL	001-123-918-805	2,287.00
NEXTSTEP INNOVATION	NSI20948	09/16/2021	PALO ALTO RENEWAL	001-123-918-805	2,287.00
GOVERNMENT LEASING COMPANY	INV0034009	10/27/2021	LEASE	001-123-918-806	1,153.00
BLUIP, INC.	135657	11/01/2021	NOV 21	001-123-604-330	1,524.26
MAXXSOUTH BROADBAND	11/3-12-2	11/05/2021	11/3-12/2 ACCOUNT #82824110105899548	001-123-604-330	680.00
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	001-123-604-330	121.63
MAXXSOUTH BROADBAND	INV0033999	11/05/2021	10/31-11/30 ACCT 8282411010508324	001-123-604-330	28.12
GOVERNMENT LEASING COMPANY	INV0034019	11/05/2021	10 ACTIVE SECURITY CAMERAS	001-123-918-806	1,153.00
GOVERNMENT LEASING, LLC	INV0034020	11/05/2021	5 ACTIVE SOLUTIONS CAMERAS LEASE	001-123-918-806	667.00

Expense Approval Report

Post Dates: 11/5/2021 - 11/10/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	11.9.21	11/09/2021	OCTOBER 2021	001-123-604-330	90.57
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-123-604-330	446.49
Department 123 - IT Total:					10,438.07
Department: 145 - OTHER ADMINISTRATIVE					
HOWARD INDUSTRIES	21-00534649	10/25/2021	OFFICE PRO 2021	001-145-918-805	402.00
HOWARD INDUSTRIES	21-00534586	10/26/2021	LENVO COMPUTER	001-145-918-805	1,158.00
SAFEGUARD BUSINESS SYSTEMS	034741697	10/29/2021	MINUTE BOOK PAPER	001-145-501-200	148.55
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	001-145-604-330	47.35
MAXXSOUTH BROADBAND	INV0033999	11/05/2021	10/31-11/30 ACCT 8282411010508324	001-145-604-330	28.12
STARKVILLE DAILY NEWS	INV0034005	11/05/2021	CITY CLERKS OFFICE RENEWAL	001-145-501-200	134.00
SOUTHERN TELECOMMUNICATIONS	11.9.21	11/09/2021	OCTOBER 2021	001-145-604-330	45.29
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-145-604-330	40.01
Department 145 - OTHER ADMINISTRATIVE Total:					2,003.32
Department: 169 - LEGAL					
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	423787	11/10/2021	LITIGATED MATTERS	001-169-600-302	12,340.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	423788	11/10/2021	LITIQATED MATTERS	001-169-600-312	2,506.00
Department 169 - LEGAL Total:					14,846.00
Department: 180 - HUMAN RESOURCES					
PETTY CASH VOUCHERS	INV0033998	11/04/2021	NEW EMPLOYEE TRAINING SUPPLIES	001-180-501-200	9.63
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	001-180-604-330	51.62
MAXXSOUTH BROADBAND	INV0033999	11/05/2021	10/31-11/30 ACCT 8282411010508324	001-180-604-330	28.12
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-180-604-330	46.39
Department 180 - HUMAN RESOURCES Total:					135.76
Department: 190 - CITY PLANNER					
QUILL CORPORATION	20493778	10/26/2021	ENVELOPES	001-190-501-200	55.47
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	001-190-604-330	155.96
MAXXSOUTH BROADBAND	INV0033999	11/05/2021	10/31-11/30 ACCT 8282411010508324	001-190-604-330	28.12
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-190-604-330	260.02
Department 190 - CITY PLANNER Total:					499.57
Department: 192 - GENERAL GOVERN BLDG & PLANT					
SULLIVAN'S OFFICE SUPPLY, INC.	67730	10/15/2021	ADD WINDOW TO AP IN CCO	001-192-630-403	424.88
CINTAS	4099840321	10/26/2021	CITY HALL	001-192-510-220	65.15
CINTAS	4099840387	10/26/2021	CITY HALL	001-192-510-220	65.82
KONE, INC.	962050741	11/01/2021	MAINTENANCE	001-192-600-338	4,271.16
CINTAS	4100473805	11/02/2021	CITY HALL	001-192-510-220	11.40
CINTAS	4100473902	11/02/2021	CITY HALL	001-192-510-220	14.53
STARKVILLE UTILITIES	INV0034016	11/05/2021	OCT 21	001-192-625-380	2,796.58
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					7,649.52
Department: 195 - TRANSFERS TO OTHER AGENCIES					
GOLDEN TRIANGLE PLANNING & DEV. INC	10894	10/04/2021	LOCAL MATCHING FUNDS	001-195-690-454	6,999.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					6,999.00
Department: 196 - CEMETERY ADMINISTRATION					
HAMPTON YOUNG CORP.	141	11/02/2021	OCTOBER 2021	001-196-630-425	800.00
HAMPTON YOUNG CORP.	141	11/02/2021	OCTOBER 2021	001-196-631-402	1,600.00
HAMPTON YOUNG CORP.	141	11/02/2021	OCTOBER 2021	001-196-637-637	600.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,000.00

Expense Approval Report

Post Dates: 11/5/2021 - 11/10/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 197 - ENGINEERING					
MAXXSOUTH BROADBAND	INV0033999	11/05/2021	10/31-11/30 ACCT 8282411010508324	001-197-604-330	28.12
Department 197 - ENGINEERING Total:					28.12
Department: 201 - POLICE DEPARTMENT					
PARKER CDJR*	125776	09/23/2021	OIL CHANGE	001-201-630-360	65.19
DANNY MCCLUSKEY TOWING	4229	09/25/2021	TOW ELANTRA	001-201-600-300	150.00
R&M TIRES	1134759	10/12/2021	FLAT REPAIR	001-201-630-360	20.00
R&M TIRES	1134775	10/13/2021	BRAKE LABOR REAR	001-201-630-360	205.46
AMAZON CAPITAL SERVICES, INC.	1J31-WWVDV-FL7V	10/14/2021	NEXIGO TRIPOD	001-201-501-200	49.62
R&M TIRES	1134836	10/15/2021	GENERAL LABOR	001-201-630-360	10.00
SOUTHERN REGIONAL PUBLIC SAFETY INS	247	10/20/2021	TRAINING	001-201-690-552	7,250.00
PROGRAPHICS, INC.	79545	10/20/2021	CARD STOCK, LAMINATION	001-201-615-343	41.04
NEWELL PAPER COMPANY	3138810	10/21/2021	SOAP	001-201-555-208	110.08
AXON ENTERPRISE, INC	INUS024346	10/21/2021	BASIC INSTRUCTOR SCHOOL	001-201-690-552	375.00
AMAZON CAPITAL SERVICES, INC.	1VRL-WH6Q-W6KY	10/22/2021	LOGITECH WEBCAM	001-201-501-200	72.31
TRI-STARR MUFFLER & BRAKES	404675	10/25/2021	OIL CHANGE	001-201-630-360	62.95
MAGNOLIA BOTTLED WATER CO	51234	10/25/2021	5 GAL WATER	001-201-501-200	64.00
MID-SOUTH UNIFORM & SUPPLY, INC	622543	10/25/2021	NAMEPLATES, TROUSERS, BELTS	001-201-535-233	3,401.84
MS DELTA COMMUNITY COLLEGE	INV0034004	10/25/2021	CTS TRAINING	001-201-690-551	360.00
PARKER CDJR*	126251	10/26/2021	OIL CHANGE	001-201-630-360	60.74
GALLS INC	019628515	10/27/2021	M4 OPEN STOCK 14" BARREL	001-201-545-238	163.20
R&M TIRES	1134991	10/27/2021	OIL CHANGE, TIRE ROTATION, INSTALL BATTERY	001-201-630-360	107.50
R&M TIRES	1135014	10/27/2021	OIL CHANGE	001-201-630-360	487.49
AT&T MOBILITY	287308867457X11052021	10/27/2021	ACCT#287308867457	001-201-604-330	17.98
AT&T MOBILITY	28730895437X11052021	10/27/2021	ACCT # 287308925437	001-201-604-330	1,988.95
AT&T MOBILITY	287308964770X11052021	10/27/2021	ACCT#287308964770	001-201-604-330	49.89
RAYMOND'S AUTO REPAIR	4381	10/27/2021	VIN #6901 REPAIRS	001-201-630-360	100.00
FEDEX	7-546-57511	10/27/2021	SHIPPING	001-201-501-200	33.01
ALCOPRO INC	0252401-IN	10/28/2021	MOUTHPIECE	001-201-556-251	271.00
321 CUSTOMS, LLC	4388	10/28/2021	INSTALL LAPTOP MOUNT	001-201-630-360	179.98
TRI-STARR MUFFLER & BRAKES	503947	10/28/2021	OIL CHANGE	001-201-630-360	66.95
WALMART- CAPITAL ONE	101302576670524	10/29/2021	TRUNK OR TREAT	001-201-556-251	64.10
R&M TIRES	1135064	10/29/2021	OIL CHANGE	001-201-630-360	97.50
R&M TIRES	1135065	10/29/2021	TIRE BALANCE	001-201-630-360	77.96
NEWELL PAPER COMPANY	3139264	10/29/2021	8.5 X 11 PAPER, TOWEL, TISSUE	001-201-555-208	435.40
IVY AUTO PARTS, LLC.	674539	10/29/2021	NAPA EXT LIFE GAL	001-201-630-360	27.17
IVY AUTO PARTS, LLC.	674558	10/29/2021	BATTERY	001-201-630-360	126.96
CADENCE /ELAN VISA	INV0033995	10/29/2021	POLICE TRAINING	001-201-690-552	60.00
PITTS SIGN COMPANY	INV0033992	10/30/2021	RESTRIPE CAR 2115	001-201-630-360	450.00
R&M TIRES	1135099	11/01/2021	OIL CHANGE AND INSTALL BATTERY	001-201-630-360	87.50
MSU POLICE DEPT	1812PD-22015	11/01/2021	REGISTRATION BIKE COURSE	001-201-690-552	1,000.00
CANON SOLUTIONS AMERICA*	4037907772	11/01/2021	HFW02043	001-201-635-369	6.86
CANON SOLUTIONS AMERICA*	4037909300	11/01/2021	JMQ18878	001-201-635-369	98.19
CANON SOLUTIONS AMERICA*	4037912572	11/01/2021	JMQ18879	001-201-635-369	60.24
TRI-STARR MUFFLER & BRAKES	404694	11/01/2021	OIL CHANGE	001-201-630-360	42.95
IVY AUTO PARTS, LLC.	674632	11/01/2021	BATTERY	001-201-630-360	126.96
NESCO ELECTRICAL DISTRIBUTORS	524910841.001	11/01/2021	LAMP	001-201-556-251	70.31
WALMART- CAPITAL ONE	291306544210164	11/02/2021	HEATER	001-201-501-200	25.94
COPY COW	31054	11/02/2021	FEDEX SHIPMENT	001-201-600-300	11.55
WALMART- CAPITAL ONE	811306646186876	11/02/2021	HEATER	001-201-501-200	57.87

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MARK BALLARD	INV0033991	11/02/2021	REIMBURSE FOR THANK YOU CARDS	001-201-501-200	21.38
GRAPHIC TICKETS & SYSTEMS	006608	11/03/2021	PARKING TICKETS	001-201-615-343	550.85
WALMART- CAPITAL ONE	1042000314	11/03/2021	LRG HOOKS, COLOR PAPER	001-201-501-200	14.32
LAIRD CLINIC -POLICE ACCOUNT	INV0033993	11/04/2021	POLICE PHYSICALS	001-201-600-319	564.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0033994	11/04/2021	INMATE HOUSING	001-201-541-237	11,125.00
CADENCE /ELAN VISA	0702	11/05/2021	PROPANE FOR TANKS	001-201-556-251	32.05
JEFF SMITH BODYSHOP	11251239	11/05/2021	BUMPER	001-201-630-360	559.00
IVY AUTO PARTS, LLC.	674319	11/05/2021	BATTERY	001-201-630-360	126.96
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	001-201-604-330	2,057.81
GTPDD PHARMACY	INV0034002	11/05/2021	LAQUAVIS COLLIER- PRISONER	001-201-541-240	5.00
STARKVILLE UTILITIES	INV0034016	11/05/2021	OCT 21	001-201-625-380	3,015.92
CADENCE /ELAN VISA	INV0034032	11/05/2021	GOOGLE DRIVE	001-201-501-200	19.99
FUELMAN / FLEETCOR	NP60972491	11/05/2021	10/25-10/31	001-201-525-231	3,409.96
SOUTHERN TELECOMMUNICATIONS	11.9.21	11/09/2021	OCTOBER 2021	001-201-604-330	90.57
SOUTHERN TELECOMMUNICATIONS	11.9.21	11/09/2021	OCTOBER 2021	001-201-604-330	45.29
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034029	11/09/2021	OCT 21	001-201-625-380	185.00
FUELMAN / FLEETCOR	NP61064785	11/09/2021	11/1-11/7	001-201-525-231	2,904.98
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-201-604-330	1,870.50
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-201-690-450	113.15
Department 201 - POLICE DEPARTMENT Total:					45,403.37
Department: 246 - CODE ENFORCEMENT					
FUELMAN / FLEETCOR	NP60972491	11/05/2021	10/25-10/31	001-246-525-231	44.56
Department 246 - CODE ENFORCEMENT Total:					44.56
Department: 261 - FIRE DEPARTMENT					
QUILL CORPORATION	154811328	10/15/2021	SUPPLIES	001-261-501-200	195.15
RACKLEY OIL INC.	000562425	10/21/2021	BLUE DEF 55/1	001-261-525-231	219.45
STRYKER SALES CORPORATION	3557850	10/21/2021	LIFEPACK	001-261-918-805	2,284.69
M'PRINTS	46913	10/21/2021	FLAGS	001-261-600-390	145.43
GATEWAY TIRE & SERVICE CENTER	1018-151772	10/22/2021	TIRES	001-261-630-360	2,465.32
R&M TIRES	1134958	10/22/2021	BRAKE LABOR	001-261-630-360	189.99
UPS	0000054E5Y431	10/23/2021	SHIPPING	001-261-604-330	20.42
MASTER MEDICAL EQUIPMENT	3015622	10/27/2021	BATTERY FAST PACK	001-261-555-250	190.00
CADENCE /ELAN VISA	INV0033983	10/27/2021	HOTELS FOR TRAINING CHIEF CONFERENCE	001-261-600-390	654.00
WATERMARK PRINTERS LLC	14391	10/29/2021	BUSINESS CARDS	001-261-691-550	86.00
PITTS SIGN COMPANY	INV0033996	10/30/2021	4 NAMES ADDED TO RETIREE WALL	001-261-691-550	200.00
LOWE'S-FIRE	02269	11/01/2021	DUST PAN & WHISK, MAX 100 FT	001-261-555-250	58.58
STARKVILLE AUTO PARTS	5151-148033	11/01/2021	OIL	001-261-630-360	53.43
DAVIS PAPER & CHEMICAL	2709	11/02/2021	9" TISSUE	001-261-630-360	253.04
EAST MISSISSIPPI LUMBER CO.	A95392	11/03/2021	CYLINDER DEADBOLT	001-261-555-250	41.78
PETTY CASH VOUCHERS	INV0034003	11/03/2021	FUEL REIMBURSEMENT	001-261-525-231	19.97
JOSHUA COX	INV0033985	11/05/2021	TRAVEL FOR 2021 MS FIRE SERVICE TRAINING CONF.	001-261-600-390	133.38
KEN BRITT	INV0033986	11/05/2021	TRAVEL FOR 2021 MS FIRE SERVICE TRAINING CONF.	001-261-600-390	111.56
HARLOW'S CASINO RESORT & SPA	INV0033987	11/05/2021	CHARLES YARBROUGH CONF #2604637	001-261-600-390	238.00
HARLOW'S CASINO RESORT & SPA	INV0033988	11/05/2021	JEROME CLARK CONF #2605349	001-261-600-390	238.00
HARLOW'S CASINO RESORT & SPA	INV0033989	11/05/2021	ROOSEVELT HARRIS CONF # 2604637	001-261-600-390	238.00
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	001-261-604-330	356.66
ATMOS ENERGY	INV0034000	11/05/2021	OCTOBER 2021	001-261-625-380	135.92

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JALEN CALMES	INV0034010	11/05/2021	MSFA SKILL TESTING	001-261-600-390	17.98
MAXXSOUTH BROADBAND	INV0034012	11/05/2021	11/1-11/30 503 E LAMPKIN ACCT 8282411010005230	001-261-625-380	152.44
MAXXSOUTH BROADBAND	INV0034013	11/05/2021	11/1-11/30 ACCT 8282411010005495	001-261-625-380	88.95
STARKVILLE UTILITIES	INV0034016	11/05/2021	OCT 21	001-261-625-380	943.84
ATMOS ENERGY	INV0034017	11/05/2021	OCT 21	001-261-625-380	80.36
NORTHEAST EXTERMINATING	INV0034018	11/05/2021	FIRE DEPT 741, 960, 961, 100186, 109734	001-261-558-269	22.00
NORTHEAST EXTERMINATING	INV0034018	11/05/2021	FIRE DEPT 741, 960, 961, 100186, 109734	001-261-558-269	22.00
NORTHEAST EXTERMINATING	INV0034018	11/05/2021	FIRE DEPT 741, 960, 961, 100186, 109734	001-261-558-269	22.00
NORTHEAST EXTERMINATING	INV0034018	11/05/2021	FIRE DEPT 741, 960, 961, 100186, 109734	001-261-558-269	22.00
NORTHEAST EXTERMINATING	INV0034018	11/05/2021	FIRE DEPT 741, 960, 961, 100186, 109734	001-261-558-269	22.00
FUELMAN / FLEETCOR	NP60972491	11/05/2021	10/25-10/31	001-261-525-231	936.74
SOUTHERN	11.9.21	11/09/2021	OCTOBER 2021	001-261-604-330	569.68
TELECOMMUNICATIONS					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034029	11/09/2021	OCT 21	001-261-625-380	580.00
FUELMAN / FLEETCOR	NP61064785	11/09/2021	11/1-11/7	001-261-525-231	696.77
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-261-604-330	320.08
Department 261 - FIRE DEPARTMENT Total:					13,025.61
Department: 281 - BUILDING/CODES OFFICE					
QUILL CORPORATION	20493778	10/26/2021	ENVELOPES	001-281-501-200	36.98
GATEWAY TIRE & SERVICE CENTER	1018-152570	11/02/2021	VALVE STEM, MOUNT AND BALANCE	001-281-525-231	503.95
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	001-281-604-330	51.62
MAXXSOUTH BROADBAND	INV0033999	11/05/2021	10/31-11/30 ACCT 8282411010508324	001-281-604-330	28.11
FUELMAN / FLEETCOR	NP61064785	11/09/2021	11/1-11/7	001-281-525-231	47.42
Department 281 - BUILDING/CODES OFFICE Total:					668.08
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034029	11/09/2021	OCT 21	001-290-625-380	33.79
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					33.79
Department: 301 - STREET DEPARTMENT					
THOMPSON MACHINERY*	PC110302971	08/26/2021	COUPLING-QDI	001-301-630-400	383.16
THOMPSON MACHINERY*	PC110302972	08/26/2021	CAP	001-301-630-400	44.63
RONNIE JONES CONSTRUCTION, INC	20211891	10/18/2021	SAND	001-301-560-270	418.00
CROSSWAY TRUCKING LLC	102221E	10/22/2021	200LB RIP RAP	001-301-560-270	1,444.12
UNITED RENTALS (NORTH AMERICA), INC.	199546019-001	10/22/2021	BLADE, DI ASPLT CC14X12 CUST #1240701	001-301-560-270	344.97
CANNON FORD LINCOLN	203723	10/22/2021	SPOLENS, PLUG	001-301-630-360	69.36
CANNON FORD LINCOLN	203730	10/22/2021	SPOHANDLE	001-301-630-360	13.62
THOMPSON MACHINERY*	PC110305125	10/22/2021	PAINT	001-301-630-400	155.52
APAC-MISSISSIPPI, INC	4000112551	10/23/2021	ST 9.5 MM RAP	001-301-560-270	457.47
NEWELL PAPER COMPANY	3138982	10/25/2021	LENS DISPENSER	001-301-555-250	16.49
HILL MANUFACTURING COMPANY, INC.	104366	10/26/2021	HILCO LUBE	001-301-555-250	465.28
CINTAS	4099840432	10/26/2021	STREET	001-301-555-250	72.79
SAFETY-KLEEN SYSTEMS, INC.	87365688-2105052961	10/26/2021	SERVICE TERM	001-301-691-550	217.00
WALMART- CAPITAL ONE	131300556777021	10/27/2021	LANTERN, WEB	001-301-555-250	62.01
STARKVILLE AUTO PARTS	5151-147906	10/27/2021	WIRE BRUSH, COIL, COUPLING	001-301-630-360	133.82
KIMBALL MIDWEST	9332771	10/27/2021	SHIPPING	001-301-555-250	17.12
EAST MISSISSIPPI LUMBER CO.	A95029	10/27/2021	WAX, KITCHEN GREASE, 12" FINISH APPLICATOR	001-301-555-250	45.43
BELL BUILDING SUPPLY, INC.	332627	10/28/2021	SPRAY PAINT	001-301-555-250	17.96

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
EAST MISSISSIPPI LUMBER CO.	A95119	10/28/2021	CEMENT	001-301-560-270	23.98
AUTOZONE	0426212689	10/29/2021	TRUCK 705 REPAIRS	001-301-630-360	33.74
AUTOZONE	0426212765	10/29/2021	THROTTLE	001-301-630-360	55.37
AMAZON CAPITAL SERVICES, INC.	17NP-7QML-KCLP	10/29/2021	DESK CHAIR	001-301-555-250	219.98
G&C SUPPLY CO., INC	6840901	10/29/2021	SIGN, ARROW SIGN	001-301-565-272	163.60
G&C SUPPLY CO., INC	6840902	10/29/2021	SQUARE ANCHOR POST	001-301-565-272	213.75
KIMBALL MIDWEST	9338527	10/29/2021	WHEEL, DRILL SET, ANTI-SEIZE, HARD NUT	001-301-555-250	579.13
EAST MISSISSIPPI LUMBER CO.	A95143	10/29/2021	CEMENT	001-301-560-270	23.98
LOWE'S-STREET	01062	10/31/2021	SPRAY PAINT	001-301-555-250	16.80
UNITED RENTALS (NORTH AMERICA), INC.	199844588-001	11/01/2021	AUGER GAS 1 MAN	001-301-560-270	94.00
GATEWAY TIRE & SERVICE CENTER	1018-152466	11/02/2021	TIRES	001-301-630-360	749.48
CINTAS	4100473831	11/02/2021	STREET	001-301-555-250	35.00
APAC-MISSISSIPPI, INC	4000113063	11/03/2021	9.5 MM RAP	001-301-560-270	678.56
CUSTOM PRODUCTS CORPORATION	360697	11/04/2021	18X24 SHEETED BLANK GREEN	001-301-565-272	182.70
CADENCE /ELAN VISA	INV0034023	11/04/2021	BOOTS	001-301-535-233	189.98
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034001	11/05/2021	OCTOBER 2021	001-301-625-380	1,896.48
GTR SOLID WASTE MGMT. AUTH	INV0034008	11/05/2021	SOLID WASTE TICKETS FOR OCTOBER 2021	001-301-691-510	223.29
STARKVILLE UTILITIES	INV0034016	11/05/2021	OCT 21	001-301-625-380	286.13
FUELMAN / FLEETCOR	NP60972491	11/05/2021	10/25-10/31	001-301-525-231	1,027.12
NORTHEAST EXTERMIN - STREET ACCT	INV0034025	11/09/2021	STREET OCT 5 2021	001-301-691-550	30.00
NORTHEAST EXTERMIN - STREET ACCT	INV0034026	11/09/2021	NOV 21 STREET	001-301-691-550	30.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0034029	11/09/2021	OCT 21	001-301-625-380	8,657.72
FUELMAN / FLEETCOR	NP61064785	11/09/2021	11/1-11/7	001-301-525-231	883.06
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-301-604-330	299.33
Department 301 - STREET DEPARTMENT Total:					20,971.93
Department: 360 - ANIMAL CONTROL					
ANIMAL CARE EQUIPMENT & SVS	94906	08/18/2021	TELESCOPING POLE, STAINLESS STEAL POLE	001-360-555-250	399.68
ANIMAL CARE EQUIPMENT & SVS	95343	09/07/2021	TRUCATCH	001-360-555-250	125.00
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	001-360-604-330	35.74
FUELMAN / FLEETCOR	NP60972491	11/05/2021	10/25-10/31	001-360-525-231	47.53
FUELMAN / FLEETCOR	NP61064785	11/09/2021	11/1-11/7	001-360-525-231	103.74
Department 360 - ANIMAL CONTROL Total:					711.69
Department: 550 - PARKS AND REC DEPARTMENT					
NEWELL PAPER COMPANY	3136938	08/26/2021	URINAL SCREENS	001-550-501-208	26.59
BFC SOLUTIONS	NVL2553502	10/19/2021	HVAC REPAIRS	001-550-600-300	390.00
NEWELL PAPER COMPANY	3138827	10/21/2021	TISSUE, TOWELS, WIPER, AIR FRESHNER	001-550-501-208	614.63
TERRY SVC., INC	80608	10/21/2021	QUARTERLY AGREEMENT	001-550-630-426	1,248.00
LOWE'S - PARKS	09467	10/22/2021	WALL FAUCET SOCK, SS PIP	001-550-501-110	154.13
WALMART- CAPITAL ONE	131298683487149	10/25/2021	HALLOWEEN CANDY	001-550-600-355	439.44
NEWELL PAPER COMPANY	3138976	10/25/2021	AIR FRESHNER	001-550-501-208	69.09
OKTIBBEHA COUNTY COOPERATIVE	727395	10/26/2021	SHAFT 53 POST HOLE	001-550-600-370	185.00
MATTHEW WILSON ROOFING	610300	10/27/2021	LARGE PAVILLION REPAIRS	001-550-630-426	400.00
AMAZON CAPITAL SERVICES, INC.	19FC-VNXH-9R7R	10/28/2021	NIGHTMARE BEFORE CHRISTMAS BACKDROP	001-550-600-355	224.56
NEWELL PAPER COMPANY	3139145	10/28/2021	TISSUE, CLEANER, BLACK LINERS PINE SOL	001-550-501-208	453.96
OKTIBBEHA COUNTY COOPERATIVE	728294	10/28/2021	CARHARTT SHORTS	001-550-535-233	78.34

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VERIZON -PARKS	9890887491	11/05/2021	442043716-00001	001-550-600-330	453.24
ATMOS ENERGY	INV0034000	11/05/2021	OCTOBER 2021	001-550-600-340	33.61
PETTY CASH - STARKVILLE PARK AND REC	INV0034007	11/05/2021	FUEL REIMBURSEMENT	001-550-610-350	54.35
STARKVILLE UTILITIES	INV0034016	11/05/2021	OCT 21	001-550-600-340	462.60
FUELMAN / FLEETCOR	NP60972491	11/05/2021	10/25-10/31	001-550-525-231	72.34
SOUTHERN TELECOMMUNICATIONS	11.9.21	11/09/2021	OCTOBER 2021	001-550-600-330	45.29
FUELMAN / FLEETCOR	NP61064785	11/09/2021	11/1-11/7	001-550-525-231	107.26
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	001-550-600-330	40.01
Department 550 - PARKS AND REC DEPARTMENT Total:					5,552.44

Department: 600 - CAPITAL PROJECTS

KIMLEY HORN	115326001-0921	09/30/2021	MAIN STREET CONCEPT PLAN	001-600-912-808	10,000.00
NEEL-SCHAFER	1075182	11/04/2021	ERBR OLD WEST POINT BRIDGE	001-600-912-806	6,056.71
Department 600 - CAPITAL PROJECTS Total:					16,056.71

Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS

MSU-PARKING & TRANSIT SERVICES	1121-001	11/04/2021	FY22 SMART TRANSIT SERVICE	001-653-702-702	50,000.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					50,000.00

Department: 800 - DEBT SERVICE

HANCOCK WHITNEY BANK *	37984	10/20/2021	MDBSTARK19 BOND FEE	001-800-840-876	800.00
HANCOCK WHITNEY BANK *	37985	10/20/2021	MDBSTARKV18	001-800-840-876	1,900.00
BANKPLUS	INV0034014	10/28/2021	GO BOND SERIES 2015 ACCT #STARKPI15	001-800-850-830	29,893.75

Department 800 - DEBT SERVICE Total: 32,593.75

Fund 001 - GENERAL FUND Total: 490,914.05

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

RACKLEY OIL INC.	000561353	10/06/2021	PHILLIPS X/C 20W50 AVIATION	015-505-525-235	65.85
RACKLEY OIL INC.	563048	10/06/2021	FUEL	015-505-525-231	367.12
RACKLEY OIL INC.	000562688	10/26/2021	CAM2 10W40	015-505-525-231	29.97
TITAN AVIATION FUELS	3504848	10/26/2021	JET FUEL	015-505-525-233	22,753.84
O'REILLY AUTO PARTS	0997-222364	10/28/2021	WIPER BLADES	015-505-570-273	29.17
WATERS TRUCK & TRACTOR CO. INC.	09S945106	10/28/2021	CHECK BRAKES ON INTERNATIONAL JET A TRUCK	015-505-570-273	243.44
GATEWAY TIRE & SERVICE CENTER	1018-152322	10/28/2021	MOUNT 2 NEW GATOR TIRES	015-505-630-400	33.50
RACKLEY OIL INC.	125297	10/28/2021	HSDF OFF ROAD	015-505-525-231	808.30
WADE INCORPORATED	P96184	10/28/2021	TIRE	015-505-570-273	192.96
MAXXSOUTH BROADBAND	11/2-12/1/21	11/05/2021	11/2-12/2 ACCT 8282411010557107	015-505-600-338	144.95
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	015-505-604-330	47.35
RODNEY LINCOLN	INV0034011	11/05/2021	SHIPPING REIMBURSEMENT	015-505-630-400	16.45
SOUTHERN TELECOMMUNICATIONS	11.9.21	11/09/2021	OCTOBER 2021	015-505-604-330	157.76
VERIZON WIRELESS	9891950570	11/10/2021	OCTOBER 2021	015-505-604-330	46.39

Department 505 - AIRPORT Total: 24,937.05

Fund 015 - AIRPORT FUND Total: 24,937.05

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

TERRY'S GARAGE & REPAIRS, LLC	5223	09/10/2021	BRAKE SHOE, DRUM, STEER BRAKES & DRUMS	022-322-630-360	2,031.70
STARKVILLE AUTO PARTS	5151-147791	10/22/2021	DEF FLUID, STEERING FLUID	022-322-525-231	682.37
GATEWAY TIRE & SERVICE CENTER	1018-152034	10/26/2021	TIRES TRUCK 40	022-322-630-360	443.64
WELDING WORKS LLC, THE	780	10/26/2021	REPAIR TO DUMPSTERS	022-322-918-805	4,000.00
STARKVILLE AUTO PARTS	5151-147907	10/27/2021	FITTING, HOSE	022-322-630-360	204.67
TERRY'S GARAGE & REPAIRS, LLC	5462	10/27/2021	BRAKE VALVE	022-322-630-360	408.72

Expense Approval Report

Post Dates: 11/5/2021 - 11/10/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CLARKE POWER SERVICES, INC	S120011806 01	10/28/2021	TRANSMISSION REPAIRS	022-322-630-360	9,685.20
TRI-STATE TRUCKCENTER*	02W12091	10/29/2021	TRUCK 95 REPAIRS	022-322-630-360	1,959.97
GATEWAY TIRE & SERVICE CENTER	1018-152227	10/29/2021	AMERICUS C/S DRIVE	022-322-630-360	1,094.28
GATEWAY TIRE & SERVICE CENTER	1018-152354	10/29/2021	JETSTEEL	022-322-630-360	753.14
STARKVILLE AUTO PARTS	5151-147977	10/29/2021	LAMP	022-322-630-360	151.78
SGK LANDSCAPES, LLC	ST28478	11/01/2021	MEDIAN MAINTENANCE	022-322-600-338	718.45
SGK LANDSCAPES, LLC	ST28479	11/01/2021	HWY 12 MAINTENANCE	022-322-600-338	1,654.20
GATEWAY TIRE & SERVICE CENTER	1018-152529	11/02/2021	TIRES TRUCK 95	022-322-630-360	364.76
GATEWAY TIRE & SERVICE CENTER	1018-152545	11/02/2021	TIRES TRUCK 91	022-322-630-360	404.01
GATEWAY TIRE & SERVICE CENTER	1018-152709	11/05/2021	TRUCK 98 RIM SERVICE	022-322-630-360	288.25
CSPIRE WIRELESS	INV0033990	11/05/2021	ACCOUNT #0030343986	022-322-604-330	118.83
GTR SOLID WASTE MGMT. AUTH	INV0034008	11/05/2021	SOLID WASTE TICKETS FOR OCTOBER 2021	022-322-600-379	33,996.04
FUELMAN / FLEETCOR	NP60972491	11/05/2021	10/25-10/31	022-322-525-231	4,050.80
SOUTHERN TELECOMMUNICATIONS	11.9.21	11/09/2021	OCTOBER 2021	022-322-604-330	45.29
NARRATIVE 12	INV0034022	11/09/2021	THINK GREEN BUMPER STICKERS	022-322-610-375	1,348.60
NORTHEAST EXTERMIN - STREET ACCT	INV0034027	11/09/2021	SANITATION OCTOBER 2021	022-322-600-300	30.00
NORTHEAST EXTERMIN - STREET ACCT	INV0034028	11/09/2021	SANITATION NOVEMBER 2021	022-322-600-300	30.00
FUELMAN / FLEETCOR	NP61064785	11/09/2021	11/1-11/7	022-322-525-231	3,799.09
Department 322 - SANITATION DEPARTMENT Total:					68,263.79
Fund 022 - ENVIRONMENTAL SERVICES Total:					68,263.79
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
H&H CONSTRUCTION & EXCAVATING, LLC	FINAL	11/09/2021	DAY LILY DRIVE DRAINAGE	319-600-948-854	26,803.00
JONATHAN S BURNS ENTERPRISES	INV0034024	11/09/2021	HOLLYWOOD BLVD DRAINAGE	319-600-948-854	24,889.05
Department 600 - CAPITAL PROJECTS Total:					51,692.05
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					51,692.05
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
OKTIBBEHA COUNTY COOPERATIVE	730798	11/05/2021	SCAG TRUCK LAODER TOW BEHIND	375-551-907-943	10,766.00
Department 551 - PARK & REC TOURISM Total:					10,766.00
Fund 375 - PARK AND REC TOURISM Total:					10,766.00
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
NEEL-SCHAFFER	1075187	10/07/2021	SPORTSPLEX PHASE 1 PARKING LOT	380-551-600-955	1,716.76
CODY BOYD	INV0034006	10/12/2021	NEEDMORE TREES REMOVED	380-551-907-942	900.00
LOWE'S - PARKS	01887	10/21/2021	DUCK TAPE, TWINE, ALL-PURPOSE	380-551-907-942	230.08
MMC MATERIALS, INC.	731469	10/21/2021	3500 PSI	380-551-907-942	490.25
OKTIBBEHA COUNTY COOPERATIVE	727363	10/26/2021	EARTH MATE	380-551-907-942	472.20
OKTIBBEHA COUNTY COOPERATIVE	727749	10/27/2021	HAY ARKANSAS PREMIUM	380-551-907-942	1,081.98

Expense Approval Report**Post Dates: 11/5/2021 - 11/10/2021**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SPORTS FACILITIES COMPANIES, INC.	9051	11/01/2021	PRE-OPENING FEE PAYMENT 5/10	380-551-600-947	24,000.00
Department 551 - PARK & REC TOURISM Total:					28,891.27
Fund 380 - PARK BONDS 2020 Total:					28,891.27
Grand Total:					675,464.21

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	490,914.05	251,612.94
015 - AIRPORT FUND	24,937.05	0.00
022 - ENVIRONMENTAL SERVICES	68,263.79	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	51,692.05	0.00
375 - PARK AND REC TOURISM	10,766.00	0.00
380 - PARK BONDS 2020	28,891.27	0.00
Grand Total:	675,464.21	251,612.94

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-160-697	DONATION FIRE	72.50	0.00
001-000-334-126	POLICE FORFEITED FUNDS...	2,093.80	0.00
001-005-054-208	DUE FROM PARKS & RECR...	250,000.00	250,000.00
001-100-604-330	COMMUNICATIONS	337.69	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	68.13	0.00
001-110-918-805	EQUIP & SOFTWARE	2,991.00	0.00
001-111-604-330	COMMUNICATIONS	143.28	0.00
001-120-501-200	SUPPLIES	103.42	0.00
001-120-503-202	COMMITTEE SUPPORT	11.32	0.00
001-120-600-300	PROFESSIONAL SERVICES	4,272.92	0.00
001-120-604-330	COMMUNICATIONS	158.70	0.00
001-123-604-330	COMMUNICATIONS	2,891.07	0.00
001-123-918-805	EQUIPMENT & PYMTS	4,574.00	0.00
001-123-918-806	CAMERA LEASE PAYMENTS	2,973.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP...	282.55	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	160.77	0.00
001-145-918-805	EQUIPMENT AND FURNIT...	1,560.00	0.00
001-169-600-302	CITY ATTORNEY GENERAL	12,340.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI...	2,506.00	0.00
001-180-501-200	SUPPLIES AND EQUIPMENT	9.63	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	126.13	0.00
001-190-501-200	SUPPLIES	55.47	0.00
001-190-604-330	COPIERS/PHONES/IPADS	444.10	0.00
001-192-510-220	SUPPLIES	156.90	0.00
001-192-600-338	CONTRACT SERVICES	4,271.16	0.00
001-192-625-380	UTILITIES	2,796.58	0.00
001-192-630-403	REPAIRS TO BUILDING & ...	424.88	0.00
001-195-690-454	ORD 91-1 CONTRIBUTIONS	6,999.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/182	800.00	0.00
001-196-631-402	ODDFELLOW MAINTENA...	1,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-604-330	COMMUNICATIONS	28.12	0.00
001-201-501-200	OFFICE SUPPLIES	358.44	0.00
001-201-525-231	GAS & OIL	6,314.94	0.00
001-201-535-233	UNIFORMS	3,401.84	0.00
001-201-541-237	PRISONER JAIL EXPENSES	11,125.00	0.00
001-201-541-240	PRISONER MEDICAL EXPE...	5.00	0.00
001-201-545-238	FIRING RANGE SUPPLIES	163.20	0.00
001-201-555-208	JANITORIAL SUPPLIES	545.48	0.00
001-201-556-251	POLICE SUPPLIES	437.46	0.00
001-201-600-300	PROFESSIONAL SERVICES	161.55	0.00
001-201-600-319	PHYSICAL EXAMINATIONS	564.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	6,120.99	0.00
001-201-615-343	PRINTING & BINDING	591.89	0.00
001-201-625-380	UTILITIES	3,200.92	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	3,089.22	0.00
001-201-635-369	COPIER RENTAL	165.29	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-690-450	GPS EXPENSES	113.15	0.00
001-201-690-551	PERSONNEL TESTING	360.00	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	8,685.00	0.00
001-246-525-231	GAS AND OIL	44.56	0.00
001-261-501-200	OFFICE SUPPLIES	195.15	0.00
001-261-525-231	GAS & OIL	1,872.93	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	290.36	0.00
001-261-558-269	BUILDING MAINTENANCE	110.00	0.00
001-261-600-390	FIRE TRAINING	1,776.35	1,612.94
001-261-604-330	PHONES/CABLE/INTERNE...	1,266.84	0.00
001-261-625-380	UTILITIES	1,981.51	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN...	2,961.78	0.00
001-261-691-550	MISCELLANEOUS	286.00	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	2,284.69	0.00
001-281-501-200	OFFICE SUPPLIES	36.98	0.00
001-281-525-231	GAS & OIL	551.37	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	79.73	0.00
001-290-625-380	UTILITIES / CODE RED	33.79	0.00
001-301-525-231	GAS & OIL	1,910.18	0.00
001-301-535-233	UNIFORMS	189.98	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	1,547.99	0.00
001-301-560-270	CONSTRUCTION MATERIA...	3,485.08	0.00
001-301-565-272	STREETS SIGNS & PAINT	560.05	0.00
001-301-604-330	COMMUNICATIONS	299.33	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	10,840.33	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	1,055.39	0.00
001-301-630-400	EQUIPMENT REPAIR & MA...	583.31	0.00
001-301-691-510	LANDFILL EXPENSES	223.29	0.00
001-301-691-550	MISCELLANEOUS	277.00	0.00
001-360-525-231	GAS & OIL	151.27	0.00
001-360-555-250	SUPPLIES & SMALL TOOLS	524.68	0.00
001-360-604-330	COMMUNICATIONS	35.74	0.00
001-550-501-110	FIELD / PARKING LOT SUP...	154.13	0.00
001-550-501-208	JANITORIAL SUPPLIES	1,164.27	0.00
001-550-525-231	GAS & OIL	179.60	0.00
001-550-535-233	UNIFORMS	78.34	0.00
001-550-600-300	PROFESSIONAL SERVICES	390.00	0.00
001-550-600-330	PHONES/COPIERS/POSTA...	538.54	0.00
001-550-600-340	UTILITIES	496.21	0.00
001-550-600-355	SPECIAL EVENT EXPENSES	664.00	0.00
001-550-600-370	EQUIPMENT REPAIR MAI...	185.00	0.00
001-550-610-350	TRAVEL/TRAINING	54.35	0.00
001-550-630-426	BUILDING MAINT/REPAIRS	1,648.00	0.00
001-600-912-806	ERBR 53-420(01) OLD WE...	6,056.71	0.00
001-600-912-808	STREET IMPROVEMENTS	10,000.00	0.00
001-653-702-702	S.M.A.R.T. GRANT MATCH	50,000.00	0.00
001-800-840-876	BOND FEES	2,700.00	0.00
001-800-850-830	2.7 GO 2015 BOND INTER...	29,893.75	0.00
015-505-525-231	GAS & OIL	1,205.39	0.00
015-505-525-233	JET A FUEL PURCHASES	22,753.84	0.00
015-505-525-235	AIRCRAFT OIL PURCHASES	65.85	0.00
015-505-570-273	VEHICLE REPAIR PARTS & ...	465.57	0.00
015-505-600-338	CONTRACT & LEGAL SERV...	144.95	0.00
015-505-604-330	CELL PHONE/POSTAGE M...	251.50	0.00
015-505-630-400	EQUIPMENT REPAIR & MA...	49.95	0.00
022-322-525-231	GAS & OIL - RESIDENTIAL	8,532.26	0.00
022-322-600-300	PROFESSIONAL SERVICES	60.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL ...	2,372.65	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-600-379	LANDFILL FEES	33,996.04	0.00
022-322-604-330	COMMUNICATIONS	164.12	0.00
022-322-610-375	MDEQ RECYCLING GRANT	1,348.60	0.00
022-322-630-360	VEHICLE REPAIRS & MAIN...	17,790.12	0.00
022-322-918-805	MACHINERY/EQUIP/DUM...	4,000.00	0.00
319-600-948-854	DRAINAGE IMPROVEMEN...	51,692.05	0.00
375-551-907-943	CAPITAL PURCHASES	10,766.00	0.00
380-551-600-947	CORNERSTONE MANAGE...	24,000.00	0.00
380-551-600-955	EXISTING PARKS - PROFES...	1,716.76	0.00
380-551-907-942	EXISTING PARK IMPROVE...	3,174.51	0.00
Grand Total:		675,464.21	251,612.94

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	623,772.16	251,612.94
210053	51,692.05	0.00
Grand Total:	675,464.21	251,612.94



200 N Lafayette Street • Starkville, MS 39759
Telephone & Fax: 662-323-3133

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
Comptroller
Starkville Utilities

STARKVILLE WATER DEPT PRG. ACTPAYLT			ACCOUNTS PAYABLE LISTING FOR: 11/17/21 ACCOUNT 23110			UNPAID INVOICES			PAGE	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	3	TRI-STATE CHLORINATION								
5784	11/05/21	5136 Chemicals		11/17/21	1408.00	.00	CHK			
		VENDOR TOTAL:			1408.00					
VENDOR:	4	INNOVATIVE BROADCAST SERVICE								
INV-2034, 2035	11/03/21	0 Contractor		11/17/21	2528.14	.00	ACH			
		VENDOR TOTAL:			2528.14					
VENDOR:	76	APAC MISSISSIPPI, INC.								
4000112550	11/02/21	6390 Asphalt		11/17/21	1052.65	.00	ACH			
4000112768	11/03/21	6390 Asphalt		11/17/21	450.59	.00	ACH			
		VENDOR TOTAL:			1503.24					
VENDOR:	186	BRENNTAG MID-SOUTH								
BMS992999	11/02/21	5123 Chmicals		11/17/21	1133.00	.00	ACH			
		VENDOR TOTAL:			1133.00					
VENDOR:	188	BOX CONSTRUCTION LLC								
38	11/03/21	0 Water & Sewer Repairs		11/17/21	1200.00	.00	ACH			
		VENDOR TOTAL:			1200.00					
VENDOR:	189	BANCORPSOUTH-2012 BONDS								
11/01/21	11/03/21	0 2.6M GO Bond Payment		11/17/21	16904.52	.00	CHK			
		VENDOR TOTAL:			16904.52					
VENDOR:	202	BELL BUILDING SUPPLY								
332245	10/28/21	6447 Materials		11/17/21	33.98	.00	ACH			
332366	11/02/21	6448 Materials		11/17/21	35.08	.00	ACH			
332726	11/03/21	6466 Materials		11/17/21	124.00	.00	ACH			
333241	11/05/21	6485 Supplies		11/17/21	22.39	.00	ACH			
33785	11/03/21	6466 Materials		11/17/21	20.66	.00	ACH			
		VENDOR TOTAL:			236.11					

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										
S100273907.002	11/02/21	6407 Materials		11/17/21	156.88	.00	ACH			
S100274319.001	11/08/21	6420 Materials		11/17/21	2100.00	.00	ACH			
S100274933.001	11/02/21	6440 Materials		11/17/21	417.50	.00	ACH			
				VENDOR TOTAL:	2674.38					
VENDOR: 227 BULLDOG TOWING, LLC										
43183	10/28/21	6424 Repair		11/17/21	200.00	.00	CHK			
				VENDOR TOTAL:	200.00					
VENDOR: 250 CHEMPRO SERVICES, INC										
14610	11/05/21	5166 Herbicide Spraying		11/17/21	4130.00	.00	ACH			
				VENDOR TOTAL:	4130.00					
VENDOR: 304 CIRCLE B CUTTERS LLC										
10339	11/08/21	0 Repairs		11/17/21	602.50	.00	ACH			
				VENDOR TOTAL:	602.50					
VENDOR: 307 CITY OF STARKVILLE										
10/11/21-STREET	11/03/21	0 2021 Street Improv Project		11/17/21	53294.78	.00	CHK			
OCT 2021-EXP	11/03/21	0 Due to City		11/17/21	13327.00	.00	CHK			
OCT 2021-SALARY	11/03/21	0 Reimb City Salaries		11/17/21	8592.16	.00	CHK			
				VENDOR TOTAL:	75213.94					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3114941-000-000	11/03/21	6459 Materials		11/17/21	1551.00	.00	CHK			
				VENDOR TOTAL:	1551.00					
VENDOR: 372 COVINGTON SALES & SERVICE										
91352	11/05/21	5081 Repairs		11/17/21	12970.91	.00	ACH			
91353	11/05/21	5058 Repairs		11/17/21	4877.89	.00	ACH			
				VENDOR TOTAL:	17848.80					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR:	400	IVY AUTO PARTS									
674441	11/03/21	6463 Repairs			11/17/21	174.99	.00	ACH			
674950	11/08/21	6492 Maintenance			11/17/21	59.96	.00	ACH			
	VENDOR TOTAL:					234.95					
VENDOR:	498	PUMPELLEY OIL ACQUISITION LLC									
W361357-IN	11/02/21	5073 Chemicals			11/17/21	1117.05	.00	ACH			
	VENDOR TOTAL:					1117.05					
VENDOR:	604	FASTENAL									
MSSTA99028	11/02/21	5159 Materials			11/17/21	524.85	.00	ACH			
	VENDOR TOTAL:					524.85					
VENDOR:	605	FERGUSON ENTERPRISES LLC									
0722962	11/03/21	6442 Materials			11/17/21	171.31	.00	CHK			
1405330	11/08/21	6339 Meter boxes			11/17/21	1584.00	.00	CHK			
1407555	11/03/21	6387 Materials			11/17/21	4425.00	.00	CHK			
1408410	11/02/21	6399 Materials			11/17/21	1505.00	.00	CHK			
1409799	11/03/21	6442 Materials			11/17/21	760.00	.00	CHK			
1410719	11/05/21	6467 Materials			11/17/21	1120.00	.00	CHK			
1410732	11/05/21	6472 Materials			11/17/21	700.00	.00	CHK			
	VENDOR TOTAL:					10265.31					
VENDOR:	606	4-COUNTY EPA									
OCT 2021	11/08/21	0 Utilities expense			11/17/21	14738.81	.00	CHK			
	VENDOR TOTAL:					14738.81					
VENDOR:	620	G & C SUPPLY CO., INC.									
6838885	11/05/21	6312 Materials			11/17/21	912.78	.00	ACH			
	VENDOR TOTAL:					912.78					
VENDOR:	639	GOLDEN TRIANGLE									
11101	11/08/21	0 Admin Services-Trim Cane			11/17/21	26000.00	.00	ACH			
3062112021	11/10/21	0 Billing services			11/17/21	62.50	.00	ACH			
	VENDOR TOTAL:					26062.50					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 690 GARVER LLC										
19W10280-25	11/01/21	0 Engineering-Green Oaks		11/17/21	8500.00	.00	ACH			
VENDOR TOTAL:					8500.00					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
1018-152387	11/03/21	6470 Repair		11/17/21	37.74	.00	CHK			
VENDOR TOTAL:					37.74					
VENDOR: 702 HACH										
12703884	11/02/21	6406 Chemicals		11/17/21	505.95	.00	ACH			
1271184	11/01/21	6433 Lab Supplies		11/17/21	266.95	.00	ACH			
12715171	11/02/21	5054 Lab Supplies		11/17/21	138.00	.00	ACH			
12715246	11/01/21	6432 Lab Supplies		11/17/21	541.40	.00	ACH			
12715272	11/01/21	6433 Lab Supplies		11/17/21	171.58	.00	ACH			
12717145	11/03/21	6431 Chemicals		11/17/21	529.08	.00	ACH			
12720243	11/03/21	6430 Chemicals		11/17/21	529.08	.00	ACH			
12732545	11/08/21	6433 Lab Supplies		11/17/21	88.47	.00	ACH			
VENDOR TOTAL:					2770.51					
VENDOR: 703 HARCROS CHEMICALS INC										
770118552	11/02/21	6100 Chemicals		11/17/21	2177.63	.00	CHK			
770119384	11/02/21	6189 Chemicals		11/17/21	2310.00	.00	CHK			
770119385	11/02/21	6189 Chemicals		11/17/21	1080.00	.00	CHK			
VENDOR TOTAL:					5567.63					
VENDOR: 765 HYDRA SERVICE, INC.										
152963	11/02/21	5161 Materials		11/17/21	1166.00	.00	ACH			
153110	11/02/21	5160 Materials		11/17/21	437.00	.00	ACH			
VENDOR TOTAL:					1603.00					
VENDOR: 815 HOWARD TECHNOLOGY SOLUTIONS										
21-00533770	11/03/21	5127 Computer		11/17/21	2102.00	.00	ACH			
VENDOR TOTAL:					2102.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 825 H & H CONSTRUCTION & EXC LLC										
1220, 24, 30	11/08/21	0 Water & Sewer repairs		11/17/21	8365.00	.00	ACH			
1221-22, 25-29	11/03/21	0 Water & Sewer repairs		11/17/21	26365.00	.00	ACH			
1223	11/05/21	6462 Construction Services		11/17/21	797.00	.00	ACH			
				VENDOR TOTAL:	35527.00					
VENDOR: 907 INDUSTRIAL CHEMICALS INC										
498398	11/02/21	6408 Chemicals		11/17/21	3839.62	.00	ACH			
				VENDOR TOTAL:	3839.62					
VENDOR: 1017 J & P CONSTRUCTION CO INC										
RFP#18 - 11/4/21	11/08/21	0 WWTP Biosolids Construction		11/17/21	16000.00	.00	ACH			
				VENDOR TOTAL:	16000.00					
VENDOR: 1106 LESLIE DEAN										
206, 207	11/09/21	0 Maintenance		11/17/21	2925.00	.00	ACH			
				VENDOR TOTAL:	2925.00					
VENDOR: 1205 LOWE'S										
02250	11/03/21	6479 Quickrete		11/17/21	77.40	.00	CHK			
				VENDOR TOTAL:	77.40					
VENDOR: 1322 MMC MATERIALS, INC.										
732921	11/05/21	6465 Sand		11/17/21	258.94	.00	CHK			
				VENDOR TOTAL:	258.94					
VENDOR: 1329 NORTH CENTRAL LABORATORIES										
461892	11/05/21	6445 Lab Supplies		11/17/21	385.00	.00	ACH			
461913	11/05/21	6444 Lab Supplies		11/17/21	472.70	.00	ACH			
				VENDOR TOTAL:	857.70					
VENDOR: 1341 MS DEVELOPMENT AUTHORITY										
11/01/21	11/03/21	0 CAP Loan Payments		11/17/21	27070.29	.00	CHK			
				VENDOR TOTAL:	27070.29					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:										
29808	1366	MS CROSS CONNECTION								
	11/05/21	5164 Testing		11/17/21	278.00	.00	ACH			
VENDOR TOTAL:					278.00					
VENDOR:										
3138611	1390	JACKSON NEWELL PAPER CO								
3138812	10/22/21	6400 Supplies		11/17/21	239.53	.00	ACH			
3138812	11/02/21	6400 Supplies		11/17/21	59.37	.00	ACH			
3139237	11/05/21	6450 Supplies		11/17/21	170.30	.00	ACH			
3139259	11/05/21	6451 Supplies		11/17/21	98.81	.00	ACH			
70920	10/19/21	0 Credit on Account 07/08/2020		11/17/21	282.52-	.00	ACH			
VENDOR TOTAL:					285.49					
VENDOR:										
723668	1525	OKTIBBEHA COUNTY COOP								
723749	11/02/21	6402 Soil		11/17/21	111.00	.00	ACH			
727509	11/05/21	6397 Top Soil		11/17/21	37.00	.00	ACH			
	11/02/21	6446 Boots		11/17/21	182.42	.00	ACH			
VENDOR TOTAL:					330.42					
VENDOR:										
198669295-002	1818	UNITED RENTALS INC								
199746285-001	11/05/21	0 Return		11/17/21	59.99-	.00	ACH			
200026467-001	11/05/21	6460 Equipment Rental		11/17/21	238.00	.00	ACH			
	11/05/21	6490 Tool Rental		11/17/21	192.36	.00	ACH			
VENDOR TOTAL:					370.37					
VENDOR:										
10/25/21	1884	STARKVILLE GARBAGE								
	11/03/21	0 Garbage disposal-600137		11/17/21	94.50	.00	CHK			
VENDOR TOTAL:					94.50					
VENDOR:										
18302	1892	S&N AIROFLO INC								
	11/02/21	5141 Aerator Lease		11/17/21	8750.50	.00	ACH			
VENDOR TOTAL:					8750.50					
VENDOR:										
5151-147051	1905	STARKVILLE AUTO PARTS								
5151-147801	11/08/21	6362 Maintenanc		11/17/21	69.41	.00	CHK			
5151-147830	11/02/21	6443 Maintenanc		11/17/21	53.87	.00	CHK			
	11/02/21	6443 Maintenance		11/17/21	15.99	.00	CHK			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
5151-147924	11/05/21	6454	Maintenance	11/17/21	11/17/21	101.19	.00	CHK			
5151-148140	11/08/21	6488	Maintenance	11/17/21	11/17/21	109.86	.00	CHK			
5151-148180	11/08/21	6491	Maintenance	11/17/21	11/17/21	169.74	.00	CHK			
5151-14870	11/02/21	6449	Maintenance	11/17/21	11/17/21	284.07	.00	CHK			
VENDOR TOTAL:						804.13					
VENDOR: 1917 RONNIE JONES CONST, INC.											
20211893	11/03/21	6419	Crusher Run	11/17/21	11/17/21	1115.10	.00	ACH			
20211900	11/03/21	6458	Pea Gravel	11/17/21	11/17/21	756.24	.00	ACH			
VENDOR TOTAL:						1871.34					
VENDOR: 1920 CANNON FORD LINCOLN OF STARK											
203727	10/28/21	6438	Maintenance	11/17/21	11/17/21	335.55	.00	CHK			
VENDOR TOTAL:						335.55					
VENDOR: 1932 STARKVILLE DAILY NEWS											
95171	11/09/21	0	Advertising	11/17/21	11/17/21	140.42	.00	ACH			
VENDOR TOTAL:						140.42					
VENDOR: 1937 SOUTHERN PIPE & SUPPLY											
5952490-00	11/02/21	6417	Materials	11/17/21	11/17/21	76.12	.00	ACH			
5960533-00	11/02/21	6436	Materials	11/17/21	11/17/21	4807.00	.00	ACH			
5973109-00	11/03/21	6439	Materials	11/17/21	11/17/21	1383.08	.00	ACH			
5980198-00	11/03/21	6439	Materials	11/17/21	11/17/21	830.18	.00	ACH			
5980198-01	11/08/21	6439	Materials	11/17/21	11/17/21	838.12	.00	ACH			
5993747-00	11/05/21	6452	Materials	11/17/21	11/17/21	290.40	.00	ACH			
5993757-00	11/05/21	6468	Materials	11/17/21	11/17/21	1547.28	.00	ACH			
5993767-00	11/05/21	6471	Materials	11/17/21	11/17/21	1105.70	.00	ACH			
VENDOR TOTAL:						10877.88					
VENDOR: 2000 TALKING WARRIOR WATER ASSOC											
OCT 2021	11/08/21	0	TWVA Water Revenues	11/17/21	11/17/21	2024.84	.00	ACH			
VENDOR TOTAL:						2024.84					
VENDOR: 2104 UPS											
24W1X6431	11/03/21	0	Postage	11/17/21	11/17/21	33.96	.00	CHK			
24W1X6441	11/08/21	0	Postage	11/17/21	11/17/21	31.25	.00	CHK			
VENDOR TOTAL:						65.21					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		RUN DATE		PAGE	
PRG. ACTPAYLT			FOR: 11/17/21 ACCOUNT 23110					11/10/21		8	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ	
VENDOR:											
761251	2111	USA BLUEBOOK									
	11/05/21	6412 Supplies		11/17/21	466.01	.00	ACH				
				VENDOR TOTAL:	466.01						
VENDOR:											
1062555	2202	WAYPOINT ANALYTICAL									
1062761	11/02/21	6405 Testing		11/17/21	252.00	.00	ACH				
	11/05/21	6474 Testing		11/17/21	252.00	.00	ACH				
				VENDOR TOTAL:	504.00						
VENDOR:											
779	2209	THE WELDING WORKS, LLC									
	11/02/21	5162 Catwalk		11/17/21	24950.00	.00	CHK				
				VENDOR TOTAL:	24950.00						
VENDOR:											
9891422791	2210	VERIZON WIRELESS									
9891812572	11/08/21	0 Wastewater M2M Data		11/17/21	84.32	.00	CHK				
	11/08/21	0 Phone bill 2821-03		11/17/21	638.26	.00	CHK				
				VENDOR TOTAL:	722.58						
VENDOR:											
S3898196	2309	WILLIAMS EQUIPMENT & SUPPLY									
S3899043	11/03/21	6453 Repairs		11/17/21	63.00	.00	CHK				
	11/05/21	6453 Repairs		11/17/21	1244.26	.00	CHK				
				VENDOR TOTAL:	1307.26						
VENDOR:											
65665	2327	WAUKAWAY DISTRIBUTORS, INC.									
	11/02/21	5163 Water		11/17/21	16.40	.00	ACH				
				VENDOR TOTAL:	16.40						
VENDOR:											
11/10/21	9909823	VINCENT MCKENZIE									
	11/10/21	0 Fuel		11/17/21	247.29	.00	ACH				
				VENDOR TOTAL:	247.29						
				GRAND TOTAL:	342568.90						

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 11/17/21 ACCOUNT 23200					RUN DATE 11/10/21 11:45 AM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
VENDOR: 110 ARKANSAS ELECTRIC									
03011517	11/03/21	10008 Materials		11/17/21	33.00	.00	ACH		
			VENDOR TOTAL:			33.00			
VENDOR: 124 ATMOS ENERGY									
3012612404-11/21	11/08/21	0 Utility bill		11/17/21	124.35	.00	ACH		
			VENDOR TOTAL:			124.35			
VENDOR: 125 AT & T									
OCT 2021	11/03/21	0 Phone bill		11/17/21	850.41	.00	CHK		
			VENDOR TOTAL:			850.41			
VENDOR: 131 ALTEC INDUSTRIES, INC.									
11762876	11/03/21	9792 Safty Equipment		11/17/21	626.27	.00	ACH		
11764536	11/03/21	10019 Transformer Sling		11/17/21	301.03	.00	ACH		
11764579	11/03/21	9792 Safty Equipment		11/17/21	438.57	.00	ACH		
			VENDOR TOTAL:			1365.87			
VENDOR: 134 ATWELL & GENT, P.A.									
10204	11/03/21	0 Engineering Services		11/17/21	5950.00	.00	ACH		
10205	11/03/21	0 Engineering Services		11/17/21	4155.00	.00	ACH		
10206	11/03/21	0 Engineering Services		11/17/21	910.00	.00	ACH		
10207	11/03/21	0 Engineering Services		11/17/21	33901.08	.00	ACH		
10209	11/03/21	0 Engineering Services		11/17/21	140.00	.00	ACH		
10210	11/03/21	0 Engineering Services		11/17/21	225.00	.00	ACH		
			VENDOR TOTAL:			45281.08			
VENDOR: 146 AT&T MOBILITY									
10/27/21	11/03/21	0 Cell phones		11/17/21	654.39	.00	CHK		
			VENDOR TOTAL:			654.39			
VENDOR: 196 AUTOZONE									
0426210149	11/02/21	10037 Repairs		11/17/21	44.09	.00	ACH		
			VENDOR TOTAL:			44.09			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR: 284 CHANCELLOR CONSTRUCTION, LLC											
RRFP#4 - 11/9/21	11/10/21	0	Primary Sub 161/69kv Improvt		11/17/21	39424.43	.00	ACH			
VENDOR TOTAL:						39424.43					
VENDOR: 303 C SPIRE WIRELESS											
OCT 2021	11/03/21	0	Phone bill		11/17/21	464.79	.00	CHK			
VENDOR TOTAL:						464.79					
VENDOR: 306 CITY OF STARKVILLE-TAX&ADMIN											
NOV 2021-TAX	11/03/21	0	Tax Equivalency		11/17/21	113750.00	.00	CHK			
OCT 2021-ADMIN	11/03/21	0	Administrative Fees		11/17/21	14207.24	.00	CHK			
VENDOR TOTAL:						127957.24					
VENDOR: 307 CITY OF STARKVILLE											
OCT 2021-STL	11/03/21	0	Reimb St Louis salary		11/17/21	6787.42	.00	CHK			
VENDOR TOTAL:						6787.42					
VENDOR: 317 CHRIS MITCHELL MANAGEMENT											
047	11/08/21	0	TVA Wholesale Rate Analysis		11/17/21	2550.00	.00	ACH			
VENDOR TOTAL:						2550.00					
VENDOR: 400 IVY AUTO PARTS											
674668	11/02/21	10036	Maintenance		11/17/21	159.99	.00	ACH			
VENDOR TOTAL:						159.99					
VENDOR: 603 4-IMPRINT INC											
9407919	11/08/21	0	Promotional supplies		11/17/21	2497.98	.00	CHK			
VENDOR TOTAL:						2497.98					
VENDOR: 616 FUELMAN											
NP60972491	11/03/21	0	Fuel		11/17/21	2731.14	.00	CHK			
NP61064785	11/08/21	0	Fuel		11/17/21	2324.89	.00	CHK			
VENDOR TOTAL:						5056.03					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
1018-145175	10/28/21		9736 Repairs		11/17/21	174.75	.00	CHK			
1018-152150	10/28/21		10025 Maintenance		11/17/21	81.00	.00	CHK			
1018-152175	10/28/21		10025 Maintenance		11/17/21	96.95	.00	CHK			
1018-152197	10/28/21		10025 Maintenance		11/17/21	55.65	.00	CHK			
1018-152201	10/28/21		10025 Maintenance		11/17/21	50.70	.00	CHK			
1018-152625	11/05/21		10042 Maintenance		11/17/21	55.65	.00	CHK			
1018-152717	11/05/21		10025 Maintenance		11/17/21	117.35	.00	CHK			
VENDOR TOTAL:						632.05					
VENDOR: 721 GOLDEN TRIANGLE SOLID WASTE											
10/31/21 STMT	11/03/21	10033	Right of Way Clearing		11/17/21	596.43	.00	ACH			
VENDOR TOTAL:						596.43					
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.											
50021182-00	11/03/21		9823 Materials		11/17/21	1878.00	.00	ACH			
50021605-00	11/03/21		9973 Materials		11/17/21	3690.00	.00	ACH			
VENDOR TOTAL:						5568.00					
VENDOR: 733 GUARDIAN LOCK AND KEY INC											
6383	11/03/21		0 Service call		11/17/21	122.00	.00	ACH			
VENDOR TOTAL:						122.00					
VENDOR: 801 QUADIENT FINANCE USA INC.											
10/27/21	11/09/21		0 Postage		11/17/21	554.06	.00	CHK			
VENDOR TOTAL:						554.06					
VENDOR: 907 INDOFF, INC.											
3515544	10/28/21	10011	Furniture		11/17/21	421.99	.00	ACH			
VENDOR TOTAL:						421.99					
VENDOR: 1106 LESLIE DEAN											
205	11/09/21		0 Maintenance		11/17/21	300.00	.00	ACH			
VENDOR TOTAL:						300.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK ACH SEQ
VENDOR:	1205	LOWE'S									
01578	11/04/21	10006	Tools		11/17/21	304.90	.00	CHK			
02126	11/04/21	10006	Materials		11/17/21	7.66	.00	CHK			
09286	11/04/21	10006	Tools		11/17/21	141.55	.00	CHK			
09888	11/04/21	10006	Tools		11/17/21	85.36	.00	CHK			
					VENDOR TOTAL:	539.47					
VENDOR:	1217	LIGHTS AND BALLASTS LLC									
864019 & 20	11/03/21	0	Maintenance		11/17/21	2298.00	.00	ACH			
					VENDOR TOTAL:	2298.00					
VENDOR:	1305	NEXAIR, LLC									
09312392	11/03/21	10031	Cylendar Rental		11/17/21	58.06	.00	ACH			
					VENDOR TOTAL:	58.06					
VENDOR:	1335	VERIZON CONNECT NWF, INC									
OSV000002591527	11/08/21	0	Vehicle GPS Services-CITY206		11/17/21	809.50	.00	CHK			
					VENDOR TOTAL:	809.50					
VENDOR:	1390	JACKSON NEWELL PAPER CO									
3138713	11/03/21	10041	Supplies		11/17/21	253.84	.00	CHK			
3139168	11/03/21	10040	Supplies		11/17/21	49.80	.00	CHK			
					VENDOR TOTAL:	303.64					
VENDOR:	1400	NESCO									
S2490940.001	11/03/21	10034	Materials		11/17/21	1192.65	.00	ACH			
					VENDOR TOTAL:	1192.65					
VENDOR:	1406	NORTHEAST EXTERMINATING									
40258+	11/05/21	10039	Pset Control		11/17/21	15.00	.00	ACH			
41503	11/05/21	10039	Pest Control		11/17/21	45.00	.00	ACH			
44210	11/05/21	10047	Pest Control		11/17/21	60.00	.00	ACH			
44211	11/05/21	10047	Pest Control		11/17/21	45.00	.00	ACH			
					VENDOR TOTAL:	165.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1525	OKTIBBEHA CO. CO-OP								
723687	11/03/21	9838 Uniform		11/17/21	36.00	.00	ACH			
728305	11/03/21	9914 Work Boots		11/17/21	158.66	.00	ACH			
				VENDOR TOTAL:	194.66					
VENDOR:	1527	OKT. BOARD OF SUPERVISORS								
10/27/21	11/09/21	0 311 Answering Service		11/17/21	936.00	.00	CHK			
151629	11/08/21	0 LINK-Regional Econ Developme		11/17/21	30000.00	.00	CHK			
				VENDOR TOTAL:	30936.00					
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD								
11/03/21	11/09/21	0 Supplies, Software, Training		11/17/21	2187.69	.00	CHK			
				VENDOR TOTAL:	2187.69					
VENDOR:	1818	UNITED RENTALS, INC.								
163327879-042	11/03/21	10030 Equipment Rental		11/17/21	1395.01	.00	ACH			
				VENDOR TOTAL:	1395.01					
VENDOR:	1886	SEDC								
6678	11/08/21	0 Billing services		11/17/21	25851.60	.00	ACH			
				VENDOR TOTAL:	25851.60					
VENDOR:	1887	S & S LINE SERVICE INC								
2349-2350	11/03/21	0 ROW Clearing		11/17/21	6657.20	.00	ACH			
2351-2352	11/08/21	0 ROW Clearing		11/17/21	6168.20	.00	ACH			
				VENDOR TOTAL:	12825.40					
VENDOR:	1931	STARKVILLE SANITATION DEPT								
OCT 2021	11/03/21	0 Sanitation Collections		11/17/21	261328.43	.00	CHK			
				VENDOR TOTAL:	261328.43					
VENDOR:	1933	STARKVILLE WATER DEPT								
OCT 2021	11/03/21	0 Water-Sewer Collections		11/17/21	719558.84	.00	ACH			
				VENDOR TOTAL:	719558.84					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAYD/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1943 SOUTHERN TELECOMMUNICATIONS											
OCT 2021	11/08/21	0	Phone bill		11/17/21	379.90	.00	CHK			
VENDOR TOTAL:						379.90					
VENDOR: 2104 UPS											
12031F431-2021	11/03/21	0	Postage		11/17/21	2.16	.00	CHK			
VENDOR TOTAL:						2.16					
VENDOR: 2116 UTILITECH											
2544	11/08/21	0	Product Development and Supp		11/17/21	500.00	.00	ACH			
VENDOR TOTAL:						500.00					
VENDOR: 2118 BORDER STATES ELECTRIC											
923024061	11/03/21	9782	Materials		11/17/21	1271.35	.00	ACH			
VENDOR TOTAL:						1271.35					
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.											
00391712	11/03/21	10035	Cylinder Rental		11/17/21	40.30	.00	ACH			
VENDOR TOTAL:						40.30					
VENDOR: 2210 VERIZON WIRELESS											
9891422790	11/08/21	0	AMI M2M Data Usage		11/17/21	650.69	.00	CHK			
9891812571	11/08/21	0	Phone bill 2821-01		11/17/21	916.68	.00	CHK			
VENDOR TOTAL:						1567.37					
VENDOR: 2300 WALMART COMMUNITY BRC											
10/19/21 STMT	11/03/21	0	Supplies		11/17/21	191.37	.00	CHK			
VENDOR TOTAL:						191.37					
VENDOR: 2305 WASTE PRO											
000228247	11/05/21	10044	Rental		11/17/21	426.88	.00	ACH			
VENDOR TOTAL:						426.88					

STARKVILLE UTILITIES				ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT				FOR: 11/17/21 ACCOUNT 23200				RUN DATE 11/10/21		11:45 AM	
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.											
65669	11/02/21	10038	Water		11/17/21	24.60	.00	ACH			
					VENDOR TOTAL:	24.60					
VENDOR: 2334 WORSHAM BROTHERS CONSTR LLC											
RFP#14-	10/31/21	11/03/21	0 Operations Center Constructi		11/17/21	105830.00	.00	ACH			
					VENDOR TOTAL:	105830.00					
VENDOR: 99009746 SYNERGETICS DCS, INC											
INV-042216	11/03/21		0 Barracuda Firewall		11/17/21	2462.40	.00	ACH			
INV-042307	11/08/21		0 Network services		11/17/21	375.00	.00	ACH			
					VENDOR TOTAL:	2837.40					
VENDOR: 99010004 MICHAEL ROBINSON REAL ESTATE											
11/04/21	11/04/21		0 Reimb Equipment Damage		11/17/21	766.29	.00	CHK			
					VENDOR TOTAL:	766.29					
					GRAND TOTAL:	1414927.17					



Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,340,000.00	8,340,000.00	66,694.23	66,694.23	-8,273,305.77	0.80 %
206 - LIEU OF TAXES	805,500.00	805,500.00	25,862.35	25,862.35	-779,637.65	3.21 %
220 - LICENSES AND PERMITS	259,000.00	259,000.00	38,431.78	38,431.78	-220,568.22	14.84 %
230 - INTERGOVERNMENTAL REVENUES	12,119,500.00	12,119,500.00	822,784.01	822,784.01	-11,296,715.99	6.79 %
250 - GRANTS	107,900.00	157,900.00	13,561.37	13,561.37	-144,338.63	8.59 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	24,500.00	8,620.82	8,620.82	-15,879.18	35.19 %
330 - FINES AND FORFEITS	462,500.00	462,500.00	64,566.50	64,566.50	-397,933.50	13.96 %
340 - MISCELLANEOUS	581,750.00	581,750.00	154,028.31	154,028.31	-427,721.69	26.48 %
360 - CHARGES FOR SERVICES	1,500.00	1,500.00	200.00	200.00	-1,300.00	13.33 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,920,000.00	4,920,000.00	180,853.45	180,853.45	-4,739,146.55	3.68 %
631 - ODDFELLOWS	10,500.00	10,500.00	26.32	26.32	-10,473.68	0.25 %
Department: 000 - UNDESIGNATED Total:	27,632,650.00	27,682,650.00	1,375,629.14	1,375,629.14	-26,307,020.86	4.97 %
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	204,100.00	204,100.00	20,837.21	20,837.21	183,262.79	10.21 %
600 - CONTRACTUAL SERVICES	16,500.00	16,500.00	412.36	412.36	16,087.64	2.50 %
Department: 100 - BOARD OF ALDERMEN Total:	220,600.00	220,600.00	21,249.57	21,249.57	199,350.43	9.63 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	345,130.00	345,130.00	45,894.14	45,894.14	299,235.86	13.30 %
500 - SUPPLIES	10,000.00	10,000.00	471.23	471.23	9,528.77	4.71 %
600 - CONTRACTUAL SERVICES	23,000.00	23,000.00	986.12	986.12	22,013.88	4.29 %
900 - CAPITAL OUTLAY	78,500.00	78,500.00	243.00	243.00	78,257.00	0.31 %
Department: 110 - MUNICIPAL COURT Total:	456,630.00	456,630.00	47,594.49	47,594.49	409,035.51	10.42 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	92,950.00	149.73	149.73	92,800.27	0.16 %
Department: 111 - YOUTH COURT Total:	92,950.00	92,950.00	149.73	149.73	92,800.27	0.16 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	153,120.00	153,120.00	17,156.23	17,156.23	135,963.77	11.20 %
500 - SUPPLIES	1,200.00	1,200.00	100.69	100.69	1,099.31	8.39 %
600 - CONTRACTUAL SERVICES	151,000.00	151,000.00	4,888.80	4,888.80	146,111.20	3.24 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	305,820.00	305,820.00	22,145.72	22,145.72	283,674.28	7.24 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	336,400.00	336,400.00	37,351.65	37,351.65	299,048.35	11.10 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	118,250.00	118,250.00	3,052.64	3,052.64	115,197.36	2.58 %
900 - CAPITAL OUTLAY	90,000.00	90,000.00	3,624.00	3,624.00	86,376.00	4.03 %
Department: 123 - IT Total:	545,150.00	545,150.00	44,028.29	44,028.29	501,121.71	8.08 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	444,482.00	444,482.00	47,306.83	47,306.83	397,175.17	10.64 %
600 - CONTRACTUAL SERVICES	115,000.00	115,000.00	60,000.00	60,000.00	55,000.00	52.17 %
Department: 142 - CITY CLERKS OFFICE Total:	559,482.00	559,482.00	107,306.83	107,306.83	452,175.17	19.18 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
500 - SUPPLIES	9,500.00	9,500.00	773.51	773.51	8,726.49	8.14 %
600 - CONTRACTUAL SERVICES	23,500.00	23,500.00	1,098.80	1,098.80	22,401.20	4.68 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	37,000.00	37,000.00	1,872.31	1,872.31	35,127.69	5.06 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	350.00	350.00	8,150.00	4.12 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,500.00	8,500.00	350.00	350.00	8,150.00	4.12 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	8,079.25	8,079.25	61,865.75	11.55 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	8,079.25	8,079.25	61,865.75	11.55 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	235,000.00	235,000.00	20,011.36	20,011.36	214,988.64	8.52 %
Department: 169 - LEGAL Total:	235,000.00	235,000.00	20,011.36	20,011.36	214,988.64	8.52 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	307,383.00	307,383.00	28,546.12	28,546.12	278,836.88	9.29 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
600 - CONTRACTUAL SERVICES	50,750.00	50,750.00	4,935.48	4,935.48	45,814.52	9.73 %
Department: 180 - HUMAN RESOURCES Total:	361,133.00	361,133.00	33,481.60	33,481.60	327,651.40	9.27 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	178,240.00	178,240.00	15,241.13	15,241.13	162,998.87	8.55 %
500 - SUPPLIES	1,100.00	1,100.00	270.20	270.20	829.80	24.56 %
600 - CONTRACTUAL SERVICES	122,150.00	122,150.00	3,082.10	3,082.10	119,067.90	2.52 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 190 - CITY PLANNER Total:	321,490.00	321,490.00	18,593.43	18,593.43	302,896.57	5.78 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	136,940.00	136,940.00	13,755.63	13,755.63	123,184.37	10.05 %
Department: 191 - EXTERNAL SERVICE Total:	136,940.00	136,940.00	13,755.63	13,755.63	123,184.37	10.05 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	258.60	258.60	5,241.40	4.70 %
600 - CONTRACTUAL SERVICES	89,500.00	89,500.00	9,341.15	9,341.15	80,158.85	10.44 %
800 - DEBT SERVICE	3,586.00	3,586.00	0.00	0.00	3,586.00	0.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	98,586.00	98,586.00	9,599.75	9,599.75	88,986.25	9.74 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	6,500.00	6,500.00	13,500.00	32.50 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
900 - CAPITAL OUTLAY	66,928.00	66,928.00	16,250.00	16,250.00	50,678.00	24.28 %
990 - TRANSFERS	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	120,928.00	120,928.00	22,750.00	22,750.00	98,178.00	18.81 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	1,400.00	1,400.00	24,600.00	5.38 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,600.00	1,600.00	18,400.00	8.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	46,000.00	46,000.00	3,000.00	3,000.00	43,000.00	6.52 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	406,430.00	406,430.00	47,696.14	47,696.14	358,733.86	11.74 %
500 - SUPPLIES	6,150.00	6,150.00	32.96	32.96	6,117.04	0.54 %
600 - CONTRACTUAL SERVICES	20,900.00	20,900.00	891.86	891.86	20,008.14	4.27 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 197 - ENGINEERING Total:	443,480.00	443,480.00	48,620.96	48,620.96	394,859.04	10.96 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,518,290.00	4,518,290.00	528,999.72	528,999.72	3,989,290.28	11.71 %
500 - SUPPLIES	452,500.00	452,500.00	33,788.64	33,788.64	418,711.36	7.47 %
600 - CONTRACTUAL SERVICES	564,750.00	564,750.00	36,559.21	36,559.21	528,190.79	6.47 %
800 - DEBT SERVICE	147,000.00	147,000.00	36,741.00	36,741.00	110,259.00	24.99 %
900 - CAPITAL OUTLAY	127,700.00	192,700.00	3,684.11	3,684.11	189,015.89	1.91 %
Department: 201 - POLICE DEPARTMENT Total:	5,810,240.00	5,875,240.00	639,772.68	639,772.68	5,235,467.32	10.89 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	290,500.00	290,500.00	28,173.26	28,173.26	262,326.74	9.70 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 245 - DISPATCHERS Total:	292,000.00	292,000.00	28,173.26	28,173.26	263,826.74	9.65 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	103,210.00	103,210.00	11,663.34	11,663.34	91,546.66	11.30 %
500 - SUPPLIES	2,750.00	2,750.00	257.34	257.34	2,492.66	9.36 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 246 - CODE ENFORCEMENT Total:	110,960.00	110,960.00	11,920.68	11,920.68	99,039.32	10.74 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	134,230.00	134,230.00	21,600.26	21,600.26	112,629.74	16.09 %
Department: 254 - DUI GRANT Total:	134,230.00	134,230.00	21,600.26	21,600.26	112,629.74	16.09 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,222,685.00	4,222,685.00	458,528.30	458,528.30	3,764,156.70	10.86 %
500 - SUPPLIES	133,750.00	133,750.00	7,786.43	7,786.43	125,963.57	5.82 %
600 - CONTRACTUAL SERVICES	276,500.00	276,500.00	20,560.49	20,560.49	255,939.51	7.44 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	50,000.00	0.00	0.00	50,000.00	0.00 %
800 - DEBT SERVICE	99,350.00	99,350.00	0.00	0.00	99,350.00	0.00 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 261 - FIRE DEPARTMENT Total:	4,782,285.00	4,832,285.00	486,875.22	486,875.22	4,345,409.78	10.08 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	263,390.00	263,390.00	28,664.62	28,664.62	234,725.38	10.88 %
500 - SUPPLIES	7,000.00	7,000.00	365.39	365.39	6,634.61	5.22 %
600 - CONTRACTUAL SERVICES	17,000.00	17,000.00	400.06	400.06	16,599.94	2.35 %
800 - DEBT SERVICE	6,935.00	6,935.00	902.75	902.75	6,032.25	13.02 %
Department: 281 - BUILDING/CODES OFFICE Total:	294,325.00	294,325.00	30,332.82	30,332.82	263,992.18	10.31 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	17,500.00	17,500.00	227.36	227.36	17,272.64	1.30 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,150.00	18,150.00	227.36	227.36	17,922.64	1.25 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	938,370.00	938,370.00	86,107.56	86,107.56	852,262.44	9.18 %
500 - SUPPLIES	183,750.00	183,750.00	20,230.90	20,230.90	163,519.10	11.01 %
600 - CONTRACTUAL SERVICES	589,500.00	589,500.00	41,307.24	41,307.24	548,192.76	7.01 %
800 - DEBT SERVICE	98,675.00	98,675.00	25,561.16	25,561.16	73,113.84	25.90 %
900 - CAPITAL OUTLAY	60,000.00	60,000.00	2,069.68	2,069.68	57,930.32	3.45 %
Department: 301 - STREET DEPARTMENT Total:	1,870,295.00	1,870,295.00	175,276.54	175,276.54	1,695,018.46	9.37 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	94,180.00	94,180.00	11,827.16	11,827.16	82,352.84	12.56 %
500 - SUPPLIES	3,500.00	3,500.00	147.91	147.91	3,352.09	4.23 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	113.07	113.07	5,436.93	2.04 %
900 - CAPITAL OUTLAY	185,000.00	185,000.00	46,250.00	46,250.00	138,750.00	25.00 %
Department: 360 - ANIMAL CONTROL Total:	288,230.00	288,230.00	58,338.14	58,338.14	229,891.86	20.24 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	5,000.00	5,000.00	15,000.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	5,000.00	5,000.00	15,000.00	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	1,065,310.00	1,065,310.00	73,156.20	73,156.20	992,153.80	6.87 %
500 - SUPPLIES	175,000.00	175,000.00	13,942.73	13,942.73	161,057.27	7.97 %
600 - CONTRACTUAL SERVICES	467,100.00	467,100.00	49,525.05	49,525.05	417,574.95	10.60 %
800 - DEBT SERVICE	17,956.00	17,956.00	0.00	0.00	17,956.00	0.00 %
900 - CAPITAL OUTLAY	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,745,366.00	1,745,366.00	136,623.98	136,623.98	1,608,742.02	7.83 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	2,355,000.00	2,355,000.00	217,964.12	217,964.12	2,137,035.88	9.26 %
Department: 600 - CAPITAL PROJECTS Total:	2,365,000.00	2,365,000.00	217,964.12	217,964.12	2,147,035.88	9.22 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	64,000.00	64,000.00	10,500.00	10,500.00	53,500.00	16.41 %
900 - CAPITAL OUTLAY	270,000.00	270,000.00	62,500.00	62,500.00	207,500.00	23.15 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	334,000.00	334,000.00	73,000.00	73,000.00	261,000.00	21.86 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,662,412.00	2,662,412.00	281,285.73	281,285.73	2,381,126.27	10.57 %
Department: 800 - DEBT SERVICE Total:	2,662,412.00	2,662,412.00	281,285.73	281,285.73	2,381,126.27	10.57 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,845,023.00	2,780,023.00	0.00	0.00	2,780,023.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	2,845,023.00	2,780,023.00	0.00	0.00	2,780,023.00	0.00 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-1,213,350.57	-1,213,350.57	-1,213,350.57	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	11,500.00	11,500.00	0.00	0.00	-11,500.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	21,500.00	21,500.00	0.00	0.00	-21,500.00	0.00 %
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	5,000.00	112.66	112.66	4,887.34	2.25 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
900 - CAPITAL OUTLAY	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	21,500.00	21,500.00	112.66	112.66	21,387.34	0.52 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-112.66	-112.66	-112.66	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	139,000.00	139,000.00	0.00	0.00	-139,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	130,000.00	130,000.00	0.00	0.00	-130,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	269,000.00	269,000.00	0.00	0.00	-269,000.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
800 - DEBT SERVICE	263,250.00	263,250.00	140,382.18	140,382.18	122,867.82	53.33 %
900 - CAPITAL OUTLAY	5,250.00	5,250.00	0.00	0.00	5,250.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	269,000.00	269,000.00	140,382.18	140,382.18	128,617.82	52.19 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-140,382.18	-140,382.18	-140,382.18	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	7,982.00	7,982.00	-62,969.00	11.25 %
340 - MISCELLANEOUS	30,500.00	30,500.00	2,454.17	2,454.17	-28,045.83	8.05 %
360 - CHARGES FOR SERVICES	509,250.00	509,250.00	90,854.59	90,854.59	-418,395.41	17.84 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,310,701.00	1,310,701.00	101,290.76	101,290.76	-1,209,410.24	7.73 %
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	170,300.00	170,300.00	15,274.19	15,274.19	155,025.81	8.97 %
500 - SUPPLIES	419,000.00	419,000.00	76,610.32	76,610.32	342,389.68	18.28 %
600 - CONTRACTUAL SERVICES	104,850.00	104,850.00	20,649.68	20,649.68	84,200.32	19.69 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	2,453.09	2,453.09	-2,453.09	0.00 %
900 - CAPITAL OUTLAY	616,551.00	616,551.00	0.00	0.00	616,551.00	0.00 %
Department: 505 - AIRPORT Total:	1,310,701.00	1,310,701.00	114,987.28	114,987.28	1,195,713.72	8.77 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-13,696.52	-13,696.52	-13,696.52	0.00 %

Budget Report
For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	145,556.00	145,556.00	0.00	0.00	-145,556.00	0.00 %
Department: 000 - UNDESIGNATED Total:	145,556.00	145,556.00	0.00	0.00	-145,556.00	0.00 %
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	49,414.00	49,414.00	0.00	0.00	49,414.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	96,142.00	96,142.00	16,157.91	16,157.91	79,984.09	16.81 %
Department: 515 - RESTRICTED PROJECTS Total:	145,556.00	145,556.00	16,157.91	16,157.91	129,398.09	11.10 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-16,157.91	-16,157.91	-16,157.91	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,800,000.00	2,800,000.00	246,136.54	246,136.54	-2,553,863.46	8.79 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,100,000.00	3,100,000.00	246,136.54	246,136.54	-2,853,863.46	7.94 %
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,564,361.00	1,564,361.00	174,062.54	174,062.54	1,390,298.46	11.13 %
500 - SUPPLIES	240,500.00	240,500.00	13,999.22	13,999.22	226,500.78	5.82 %
600 - CONTRACTUAL SERVICES	844,600.00	844,600.00	95,002.43	95,002.43	749,597.57	11.25 %
800 - DEBT SERVICE	298,702.00	298,702.00	70,951.91	70,951.91	227,750.09	23.75 %
900 - CAPITAL OUTLAY	151,837.00	151,837.00	0.00	0.00	151,837.00	0.00 %
Department: 322 - SANITATION DEPARTMENT Total:	3,100,000.00	3,100,000.00	354,016.10	354,016.10	2,745,983.90	11.42 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	-107,879.56	-107,879.56	-107,879.56	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	440,000.00	440,000.00	14,810.62	14,810.62	-425,189.38	3.37 %
Department: 000 - UNDESIGNATED Total:	441,000.00	441,000.00	14,810.62	14,810.62	-426,189.38	3.36 %
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	221,000.00	221,000.00	0.00	0.00	221,000.00	0.00 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	0.00	0.00	220,000.00	0.00 %
Department: 323 - LANDFILL Total:	441,000.00	441,000.00	0.00	0.00	441,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	14,810.62	14,810.62	14,810.62	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	90,000.00	90,000.00	0.00	0.00	-90,000.00	0.00 %
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	90,000.00	90,000.00	709.62	709.62	89,290.38	0.79 %
Department: 112 - COMPUTER ASSESMENTS Total:	90,000.00	90,000.00	709.62	709.62	89,290.38	0.79 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-709.62	-709.62	-709.62	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,500.00	2,500.00	119.15	119.15	-2,380.85	4.77 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	702,500.00	702,500.00	119.15	119.15	-702,380.85	0.02 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	702,500.00	702,500.00	33,450.73	33,450.73	669,049.27	4.76 %
Department: 600 - CAPITAL PROJECTS Total:	702,500.00	702,500.00	33,450.73	33,450.73	669,049.27	4.76 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-33,331.58	-33,331.58	-33,331.58	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - LINKAGE TAP PROJECT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	30,000.00	30,000.00	12,787.63	12,787.63	17,212.37	42.63 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	30,000.00	30,000.00	12,787.63	12,787.63	17,212.37	42.63 %
Fund: 310 - LINKAGE TAP PROJECT Surplus (Deficit):	0.00	0.00	-12,787.63	-12,787.63	-12,787.63	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,500.00	1,500.00	10,054.71	10,054.71	8,554.71	670.31 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,001,500.00	1,001,500.00	10,054.71	10,054.71	-991,445.29	1.00 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	996,500.00	996,500.00	2,457.45	2,457.45	994,042.55	0.25 %
Department: 600 - CAPITAL PROJECTS Total:	1,001,500.00	1,001,500.00	2,457.45	2,457.45	999,042.55	0.25 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	7,597.26	7,597.26	7,597.26	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,825,000.00	1,825,000.00	218,595.34	218,595.34	-1,606,404.66	11.98 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,325,000.00	3,325,000.00	218,595.34	218,595.34	-3,106,404.66	6.57 %
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	1,487,955.00	1,487,955.00	109,050.00	109,050.00	1,378,905.00	7.33 %
900 - CAPITAL OUTLAY	1,637,045.00	1,637,045.00	0.00	0.00	1,637,045.00	0.00 %
950 - TRANSFERS	200,000.00	200,000.00	50,000.00	50,000.00	150,000.00	25.00 %
Department: 551 - PARK & REC TOURISM Total:	3,325,000.00	3,325,000.00	159,050.00	159,050.00	3,165,950.00	4.78 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	59,545.34	59,545.34	59,545.34	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	1,500,000.00	388,882.44	388,882.44	-1,111,117.56	25.93 %
Department: 000 - UNDESIGNATED Total:	1,500,000.00	1,500,000.00	388,882.44	388,882.44	-1,111,117.56	25.93 %
Department: 318 - MS182/MLK						
600 - CONTRACTUAL SERVICES	900,000.00	900,000.00	92,531.26	92,531.26	807,468.74	10.28 %
900 - CAPITAL OUTLAY	600,000.00	600,000.00	0.00	0.00	600,000.00	0.00 %
Department: 318 - MS182/MLK Total:	1,500,000.00	1,500,000.00	92,531.26	92,531.26	1,407,468.74	6.17 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	296,351.18	296,351.18	296,351.18	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 10/31/2021

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	1,711.98	1,711.98	-8,288.02	17.12 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	17,990,000.00	17,990,000.00	0.00	0.00	-17,990,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	18,000,000.00	18,000,000.00	1,711.98	1,711.98	-17,998,288.02	0.01 %
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	913,466.00	913,466.00	535,934.10	535,934.10	377,531.90	58.67 %
900 - CAPITAL OUTLAY	17,086,534.00	17,086,534.00	362,883.94	362,883.94	16,723,650.06	2.12 %
Department: 551 - PARK & REC TOURISM Total:	18,000,000.00	18,000,000.00	898,818.04	898,818.04	17,101,181.96	4.99 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	-897,106.06	-897,106.06	-897,106.06	0.00 %
Report Surplus (Deficit):	0.00	0.00	-2,057,209.89	-2,057,209.89	-2,057,209.89	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-1,213,350.57	-1,213,350.57	-1,213,350.57
002 - RESTRICTED POLICE FUND	0.00	0.00	-112.66	-112.66	-112.66
003 - RESTRICTED FIRE FUND	0.00	0.00	-140,382.18	-140,382.18	-140,382.18
015 - AIRPORT FUND	0.00	0.00	-13,696.52	-13,696.52	-13,696.52
016 - RESTRICTED AIRPORT	0.00	0.00	-16,157.91	-16,157.91	-16,157.91
022 - ENVIRONMENTAL SERVICES	0.00	0.00	-107,879.56	-107,879.56	-107,879.56
023 - LANDFILL ACCOUNT	0.00	0.00	14,810.62	14,810.62	14,810.62
107 - COMPUTER ASSESSMENTS	0.00	0.00	-709.62	-709.62	-709.62
303 - INDUSTRIAL PARK BOND	0.00	0.00	-33,331.58	-33,331.58	-33,331.58
310 - LINKAGE TAP PROJECT	0.00	0.00	-12,787.63	-12,787.63	-12,787.63
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	7,597.26	7,597.26	7,597.26
375 - PARK AND REC TOURISM	0.00	0.00	59,545.34	59,545.34	59,545.34
377 - BUILD GRANT MS 182 / MLK C	0.00	0.00	296,351.18	296,351.18	296,351.18
380 - PARK BONDS 2020	0.00	0.00	-897,106.06	-897,106.06	-897,106.06
Report Surplus (Deficit):	0.00	0.00	-2,057,209.89	-2,057,209.89	-2,057,209.89



**Starkville Utilities – Electric Department
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending October 31, 2021**

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 41,270,000	\$ 3,253,361	\$ 3,253,361	(38,016,639)	7.88%
Other Revenue	1,917,000	135,417	135,417	(1,781,583)	7.06%
Total Revenue	\$ 43,187,000	\$ 3,388,778	\$ 3,388,778	(39,798,222)	7.85%
<u>Expenses</u>					
Purchased Power Expense	\$ 32,695,000	\$ 2,282,647	\$ 2,282,647	30,412,353	6.98%
Payroll Expenses	2,853,920	266,342	266,342	2,587,578	9.33%
Operating Expenses	1,052,000	50,642	50,642	1,001,358	4.81%
Maintenance Expense	1,475,000	105,933	105,933	1,369,067	7.18%
Capital Expense	5,684,523	271,719	271,719	5,412,804	4.78%
Debt Expense	624,813	176,750	176,750	448,063	28.29%
Tax Equivalency	1,365,000	113,750	113,750	1,251,250	8.33%
Total Expenses	\$ 45,750,256	\$ 3,267,783	\$ 3,267,783	42,482,473	7.14%
Total Revenue Over Expenses	\$ (2,563,256)	\$ 120,995	\$ 120,995	\$ 2,684,251	-4.72%

****Note: Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.**



Starkville Utilities – Water & Sewer Department
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending October 31, 2021

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 7,500,000	\$ 721,483	\$ 721,483	(6,778,517)	9.62%
Other Revenues	2,051,000	20,684	20,684	(2,030,316)	1.01%
Total Revenues	\$ 9,551,000	\$ 742,167	\$ 742,167	(8,808,833)	7.77%
<u>Expenses</u>					
Payroll Expense	\$ 2,296,853	\$ 175,565	\$ 175,565	(2,121,288)	7.64%
Operating Expense	1,401,000	175,591	175,591	(1,225,409)	12.53%
Maintenance Expense	3,020,000	219,127	219,127	(2,800,873)	7.26%
Capital Expense	1,640,000	5,700	5,700	(1,634,300)	0.35%
Debt Expense	1,501,388	226,845	226,845	(1,274,543)	15.11%
Total Expenses	\$ 9,859,241	\$ 802,828	\$ 802,828	(9,056,413)	8.14%
Total Revenues Over Expenses	\$ (308,241)	\$ (60,661)	\$ (60,661)	\$ (17,865,246)	19.68%

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.



**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 1320 square feet of damaged concrete at Fire Station 2 on Airport Rd, at a total cost of \$12,295.80 to be shared between the Airport and the Fire Departments.

AMOUNT & SOURCE OF FUNDING:

001-261-558-269 Fire Building and property maintenance - \$ 9,630.00
016-515-730-835 Airport Cares Act Grant - \$ 2,665.80

FISCAL NOTE: Two quotes were received: Hester Concrete - \$12,295.80
Friendly Craftsman - \$15,600.00

**REQUESTING
DEPARTMENT:** Fire Department
And Airport

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough
and Airport Director Rodney Lincoln

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 1320 square feet of damaged concrete at Fire Station 2 on Airport Rd, at a total cost of \$12,295.80 to be shared between the Airport and the Fire Departments.

HESTER CONCRETE INC. OF MS

908 POPLAR ROAD
STARKVILLE MS 39759

662-320-4400 OFFICE

662-312-4400 CELL

Estimate

Date	Estimate #
9/1/2021	390

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 1320 SQUARE FEET OF 6 INCH CONCRETE AND REPLACE , USING 3000 PSI CONCRETE , NUMBER 4 BARS ON 2 FOOT CENTERS , SOFF CUT CONTROL JOINTS		0.00 11,880.00	0.00 11,880.00T
Sales Tax		3.50%	415.80
		Total	\$12,295.80

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:

Autot Fire

PHONE:

DATE:

9-3-2021

STREET:

JOB NAME:

Concret repair

CITY, STATE, ZIP CODE

Starkville MS

JOB LOCATION

We hereby submit estimates for:

One Year Demolish old concrete

Refr + B Place Concrete 7.11 - 8.11 thick
1/2 Refurb 21 center both ways

We propose hereby to render services - completely and in accordance with above specifications, for the sum of:

Fifteen ~~thousand~~ Thousand Six Hundred Dollars (\$15,600.00)

Payment to be made as follows:

Progress Pay

Authorized Signature

B. J. Hom

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - 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: Novemebr 16, 2021
Page: 1

SUBJECT:

Request authorization to hire Heather Fair as a part-time Radio Operator (Dispatcher) in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Heather Fair - Non-exempt salary of \$26,000.00 (\$12.50) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-245-440-103.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Frances Ewing who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Heather Fair as a part-time Radio Operator (Dispatcher) in the Starkville Police Department.

**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: November 16, 2021

Page: 1

SUBJECT:

Request authorization to hire Cindy Perkins as a Deputy Clerk/Accounts Payable in the Finance Department.

AMOUNT & SOURCE OF FUNDING:

Grade 11, Non Exempt \$37,440 (\$18.00 per hour), based on 2080 hours.

LINE ITEM

Budgeted from Line item # 001-142-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Leanne McGarr who resigned.

REQUESTING DEPARTMENT:

City Clerk / Finance & Administration Department

DIRECTOR'S AUTHORIZATION:

Lesa Hardin, CFO/City Clerk

FOR MORE INFORMATION CONTACT:

Lesa Hardin, CFO/City Clerk
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Cindy Perkins as a Deputy Clerk/Accounts Payable in the Finance Department.

**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: Novemebr 16, 2021

Page: 1

SUBJECT:

Request approval of the promotion of Bill Flowers to the rank of Lieutenant and Trent Helms to the rank of Sergeant in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Bill Flowers, non-exempt rate y of \$42,718 (\$15.50 per hour) for entry level based on 2756 hours.

Trent Helms - Non-Exempt, Rate of \$37,206 (\$13.50 per hour) based on 2756 hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

The Fire Department conducted a promotional process for Battalion, Captain, Lieutenants and Sergeants on July 8-9, 2021.

This is a replacement position previously held by Jeremy Weaver, who resigned.

REQUESTING DEPARTMENT:

Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief

Nav Ashford, COO/ Human Resources Director

SUGGESTED MOTION:

Move approval of the promotion of Bill Flowers to the rank of Lieutenant and Trent Helms to the rank of Sergeant in the Starkville Fire Department.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 16, 2021
Page: 1

SUBJECT:

Request authorization to hire Lashonda Wilson as an Administrative Assistant in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Lateral move at current salary

FISCAL NOTE:

Paid out of FY 2021-22 Utilities budget. Acct 920.00 (Electric – 60%) and Acct 146.10 (Water – 40%).

AUTHORIZATION HISTORY:

This position was previously held by Nick Florentino who resigned. Ms Wilson currently works in the City Clerk's office as an Deputy Clerk/Accounts Recievable, but is being considered for this position. When approved, the employee will remain in her current position until a new Deputy Clerk/Accounts Recievable is filled.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Terry Kemp, General Manager
Navarrete Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Lashonda Wilson as an Administrative Assistant in the Starkville Utilities Department.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 16, 2021
Page: 1

SUBJECT:

Request authorization to hire Kavie Frazier as a Driver in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Annual Salary of \$33,800 (\$16.25 per hour) based on 2080 hours

FISCAL NOTE:

Budgeted from line item #022-322- 440-114

AUTHORIZATION HISTORY:

This is a replacement position previously held by Michael Hunt 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 Kavie Frazier as a Driver in the Sanitation/Environmental Services Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 11/16/2021
PAGE: 1 of 1**

SUBJECT: Request approval service proposal with Synergetics for network services and training relating to the new phone system. The cost will be three monthly payments in the amount of \$8334 for a total of \$25,000.

AMOUNT & SOURCE OF FUNDING: Costs associated with the project will come from account #001-123-918-805

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: Synergetics will provide network services, consulting, and training relating to installation, set-up, and configuration of the City new phone system.

STAFF RECOMMENDATION: Staff recommends approval.



Quote: QTE-070305

Date: 10/22/2021

Customer Information

Joel Clements
City of Starkville
110 West Main Street
Starkville, MS 39759

Synergetics Contacts

Sales Account Manager
McKenzie Brent
Office: (662) 461-0112
Mobile: (662) 364-3622
mbrent@SynergeticsDCS.com
Prepared By
Jessica Keel
Office: (662) 461-0113
jkeel@SynergeticsDCS.com

Qty	Item Number	Description	Price	Ext. Price
		Attention: Joel Clements		
		RE: Professional Network Services		
1.00	SERV-PHONE05	Professional Network Services	\$25,000.00	\$25,000.00
		PLEASE NOTE:		
		Agreed payment installments. Net 30 terms.		
		- 1st Payment total \$8334.00		
		- 2nd Payment total \$8333.00		
		- 3rd Payment total \$8333.00		

Subtotal	\$25,000.00
Discount	\$0.00
Freight	\$0.00
Tax	\$0.00
Total	\$25,000.00

McKenzie Brent



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: NOVEMBER 16, 2021
PAGE: 1 of 1**

SUBJECT:

Request approval to declare the 3 following vehicles as surplus property AND authorization to be sold on govdeals.com to the best or highest bidder...

2007 Ford Crown Victoria 2FAFP71WX7X151897
2010 Ford Crown Victoria 2FABP7BV2AX117321
2010 Ford Crown Victoria 2FABP7BV9AX117333

AMOUNT & SOURCE OF FUNDING: \$

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404
Sgt. Kenley Reaves 662-769-4415

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to declare the 3 following vehicles as surplus property AND authorization to be sold on govdeals.com to the best or highest bidder...

2007 Ford Crown Victoria 2FAFP71WX7X151897
2010 Ford Crown Victoria 2FABP7BV2AX117321
2010 Ford Crown Victoria 2FABP7BV9AX117333



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE: 11-16-21
PAGE: 1 of 8**

SUBJECT: Request the purchase of covert camera bait car system at the lowest of two quotes from Covert Track Group Inc. The total cost of the radar systems is \$7,035.00. The cost is 100% reimbursable through the Hot Spot Justice Assistance grant.

AMOUNT & SOURCE OF FUNDING: \$7,035.00 Hot Spot 2021

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 the lower of two quotes for a covert camera bait car system. With the lowest quote being \$7,035.00 from Covert Track Group Inc. 100% reimbursable, grant funding in the area of Hot Spot enforcement and equipment.

STAFF RECOMMENDATION:



COVERT

LAW ENFORCEMENT

649 N 170 E
Smithfield, Utah 84335
435.565.6018 / 888.621.5558





Starkville Police Department - Mississippi

Starkville Police Department - Mississippi 101 E Lampkin St Starkville MS 39759 United States

Quotation # S00100

Micro Cam, Bait Car
Non-GSA Quote: Contact us for GSA Pricing.

Valorence, LLC
Covert Law Enforcement
649 N 170 E
Smithfield Utah 84335

**Starkville Police Department - Mississippi 101 E
Lampkin St Starkville MS 39759 United States**

Quotation Date: 09/20/2021 Expiration: 12/19/2021

Description	Quantity	Unit Price	Taxes	Amount
[AMCPGSA] (CLE) Advanced MicroCam Performance	1.00	7,900.00		\$ 7,900.00
Advanced Micro System:	Units			
Camera:				
- 4 Camera Axis IP Camera system				
- 1080p or 720p HDTV				
- 512GB onboard edge storage (Optional Upgrade)				
- H.264 Streaming				
- Axis Zipstream Technology (Reduced bandwidth up to 50%)				
- Simultaneously stream from all 4 cameras				

+1 888-621-5558 Sales@covertlawenforcement.com <http://www.Valorence.com> Tax ID: 27-2255478



Simultaneously stream from all 4 cameras

- Wide Dynamic Range Forensic Capture
- Rugged, easy-to-install
- 0.3 lux Color Low Light
- Optional Audio

Cameras to choose from:

- 113 Degree Standard Angle
- 53 to 108 Degree Varifocal
- 92 Degree Pinhole
- 194 Degree Fisheye
- Camera cable length 3m or 12 m

ROUTER:

- 4G LTE Router/Modem
- FirstNet Available – Public Safety Network
- Certified Networks Available: AT&T, Verizon, Sprint, Telstra, Supported Networks: T-Mobile, U.S. Cellular, Bell, Rogers, TELUS, Vodafone, EE, Optus
- Wi-Fi 802.11 a/b/g/n/ac

CLE Smart Control System:

- Scheduled Daily System Restart
- Ability to schedule system standby to save battery
- Web interface to monitor system, including temperature and power
- Email/SMS Text notifications for alarms
- Key Fob Remote restart
- Failover Programming switch
- Restart system from web interface
- Temperature controlled Fan and Overheat protection
- Low battery email notification
- High Temperature email
- Intrusion Notification

Power:

- 120-240 Volt AC input
- 12 Volt DC input
- 12 Volt Cigarette standard plug
- Reverse Polarity Protection
- Standard Protections: short circuit / overload / overvoltage / over temperature



- Items included in package:
- Cigarette Lighter 12v DC Power Cable
 - 20-foot AC Power Cord
 - Key Fobs, used to reboot system if needed.
 - 1-year Manufacturer Warranty and Advanced IT Support

OPTIONAL ADD-ONS AVAILABLE FOR PURCHASE**:

- 70Ah AGM Battery Pack (approx. 48 Hrs) - \$1500
- 100Ah Lithium (LiFePo4) Battery Pack (approx. 72 Hrs) - \$2750
- Milestone VMS Recording Software - \$800
- Milestone Tower Recording Server - \$2950
- Milestone Rack Mount Recording Server - \$3750
- 1-year Extended Manufacturer Warranty & Support - \$1350 (4-year max)

**Optional Add-Ons will be a separate line item if included in this quote/invoice.

[V500] (CLE) AGM BATTERY PACK	1.00	1,900.00		\$ 1,900.00
CLE Mobile Power Station:	Units			
70 Ah 12 Volt AGM Powerd Station				
• Approximately 48 hours (2 days) of continuous use with the Pole Cam or Micro Cam Systems				
• Smart built 15 amp Battery Charger that will charge in under 5 hours.				
• Rugged durable enclosure designed for easy handle carry				
• Standard power cord plug in for charging				
• Approximately 65lbs				
• Approximate expected life span of 3 years				
• Standard power cord plugin for charging				
[AMCEXTCGSA] (CLE) Advanced MicroCam EXTRA THERMAL CAMERA	1.00	895.00		\$ 895.00
	Units			
(CLE) 4 Door Sensors - Bait Vehicle	1.00	800.00	TAX	\$ 800.00
	Units		EXEMPT	
			(Sales)	
(CLE) GPS With Kill Switch	1.00	700.00	TAX	\$ 700.00
This is a hardwired GPS with a killswitch that is integrated by your local vehicle service provider. It is a permanent install into a bait vehicle that allows the vehicle to be remotely tracked and the ignition turned off so the vehicle is rendered immobile.	Units		EXEMPT	
			(Sales)	



(CLE) AXIS MICROPHONE (UPGRADE)	1.00	500.00	15.00%	\$ 500.00
	Units			
Shipping - Bait Vehicle Package	1.00	275.00	TAX	\$ 275.00
	Units		EXEMPT	
			(Sales)	
Subtotal				\$ 12,970.00
Taxes				\$ 0.00
Tax 15%				\$ 75.00
Total				\$ 13,045.00

Terms:

Unless specifically identified as a GSA Item they are not on the GSA Contract. GSA Pricing is inclusive of the IFF.

- A copy of a valid Purchase Order or 50% payment is required prior to completion of manufacturing and/or delivery. |
- Quotations provided by the Valorence, LLC will only remain valid for the period of time as indicated in the quotation. |
- Please note that any proposals and/or quote documents provided by Valorence, LLC remain property of Valorence, LLC. Quotes shall not be used or disclosed to any third party without prior written consent.

Payment terms:

- All Purchase Orders are considered Net 30 from shipment date. |
- Please remit check or money order to: Valorence, LLC 649 N 170 E, Smithfield UT 84335 |
- Credit card payments on orders over \$500 will be charged a 3% credit card fee. |
- Late payment fees (3% of the invoice total amount per MONTH) will be assessed beginning 45 days from the original invoice date. |
- Valorence, LLC recognizes that the purchaser will be treated as a tax-exempt entity, and the purchaser will provide Valorence, LLC with its tax exemption certificate on request.

Returns:

- New unused or like-new items are subject to a 20% restocking charge for service and handling. |
- Valorence, LLC will not be obligated to replace any product that has been abused, improperly installed or otherwise misused or damaged. |
- Valorence, LLC will not be liable for damage to returned items not packaged appropriately and in original packaging. All items must be securely packaged to reach the seller without damage. |
- Only unused or like new goods in original packaging and which have been paid for by Buyer in accordance with Valorence, LLC payment terms, will be considered for exchange or credit.

Warranty & Terms:

- Cellular Service is the sole responsibility of the agency / customer making the purchase unless otherwise stated. |



Valorence, LLC is not responsible or liable for Cellular coverage, outages, data rates, data restrictions, fees, or charges. The inability of the client to acquire proper priority static IP cellular service is not a reason for the return of CLE products and can not be returned on this basis. | - Valorence, LLC is not responsible for or liable for power outages, fees, charges, or any other issues out of Valorence, LLC's control. | - Valorence, LLC is does not deploy, install, monitor, or capture/record any of the systems sold. | - Products manufactured by Valorence, LLC come with a limited one-year manufacturer warranty. | - Resale items (not manufactured by Valorence, LLC) will be guaranteed for a minimum of 90 days. | - Warranty EXCLUDES Neglect, Abuse, Theft, Negligent and/or Accidental Damage, or Weather Damage. Dismantling of components will void warranty and negate any warranty or contracts. | - Purchaser agrees to product satisfaction follow up from Valorence, LLC or third party if needed via phone or email.

- Warranty information can be found at <https://www.covertlawenforcement.com/support/warranty/>

- Terms and conditions can be found at <https://www.covertlawenforcement.com/support/valorenceterms/>

CovertTrack Group Inc

15600 N 78th Street
Scottsdale, AZ 85260

Estimate

Date	Estimate #
10/25/2021	25688

Name / Address
Starkville Police Dept 101 Lampkin St. Starkville, MS 39759

Ship To
Starkville Police Dept 101 Lampkin St. Starkville, MS 39759

PO No.	Exp. Date	Rep	FO No.	Device No	Case No
	12/1/2021	DC			
Description			Qty	Rate	Total
CovertCam HD Baitcar Surveillance System and Installation Kit - Includes 2 Years of Mapping, Support and Services on the CovertTrack site.			1	6,995.00	6,995.00
--Customer provided SIM Card and Data Package Required--					
Shipping and Handling			1	40.00	40.00
Total sales tax calculated by AvaTax				0.00	0.00

To Order

1. Sign and Fax to the number below.

~or~

2. Sign, Scan & Email Back

Subtotal \$7,035.00

Sales Tax (0.0%) \$0.00

Total \$7,035.00

Signature _____

Phone #	Fax #
480-661-1916	480-451-5421

Print Name: _____



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: November 16, 2021
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to enter into a professional service agreement with Seven States Power Corporation for consulting services and initiate task order #1.

AMOUNT & SOURCE OF FUNDING: 2021 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 Starkville Utilities to enter into a professional service agreement with Seven States Power Corporation for consulting services and initiate task order #1.

MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2021, by and between **STARKVILLE UTILITIES** (hereinafter referred to as "**Member**"), an electric system of the City of Starkville, Mississippi and **Seven States Power Corporation**, a nonprofit cooperative corporation organized and existing under the laws of the State of Tennessee (hereinafter referred to as "**Seven States**").

WITNESSETH:

WHEREAS, MEMBER from time to time requires consulting services in connection with aspects of the management and operation of its utility system; and

WHEREAS, SEVEN STATES is willing to provide consulting services as MEMBER's consultant in those assignments to which this Agreement applies,

NOW, THEREFORE, MEMBER and SEVEN STATES mutually agree as follows:

1. Pursuant to the terms and conditions of this Agreement, SEVEN STATES shall perform the consulting services, in the nature of project management and/or project coordination, on such projects as are more particularly described on any one or more Scope of Work Addenda now or hereafter completed and executed by MEMBER and SEVEN STATES (the "Services"), which Scope of Work Addenda may be in the form as attached hereto as **Exhibit A**, and which indicate that they otherwise are intended to be governed by this Agreement. Each Scope of Work Addendum executed between the Parties will be deemed to be a separate contract, incorporating the terms of this Agreement. The Services provided under this Agreement do not include any licensed professional services including, by way of example, accounting, engineering, construction, or legal services. In the course of performing the Services, MEMBER agrees that it hereby vests SEVEN STATES with authority to contact, engage with, communicate with, and negotiate with, on behalf of MEMBER, third-parties, including but not limited to the Tennessee Valley Authority and governmental offices, departments, and authorities; provided however, nothing in this authorization permits SEVEN STATES to enter into any contracts or other binding legal obligations on behalf of MEMBER.

2. In consideration of the Services performed by SEVEN STATES under this Agreement, MEMBER shall pay SEVEN STATES as set forth in the applicable Scope of Work Addendum.

3. SEVEN STATES will invoice MEMBER for progress payments as set forth in the applicable Scope of Work Addendum, provided that the final progress payment shall not be due until such time as the applicable portion of the scope of work is complete in all material respects. Invoices submitted by SEVEN STATES to MEMBER are due and payable within thirty (30) days of receipt of same by MEMBER. Fees charged by Seven States are exclusive of, and MEMBER is responsible for (and Seven States may invoice Member for), any federal, state, and local taxes on the services provided

under this Agreement (except for any federal, state or local taxes levied on the income of SEVEN STATES). This Agreement may be suspended by SEVEN STATES without notice if payment is sixty (60) days in arrears or it may be terminated by SEVEN STATES if payment is ninety (90) days in arrears.

4. All invoices shall be sent to:

200 North Lafayette Street
Starkville, MS 39759

5. SEVEN STATES shall indemnify and hold harmless MEMBER, its board members (or members of its governing body), management and employees from and against all costs (including and not limited to attorneys' fees and expenses), claims, suits, actions, causes of action, orders, judgments, and decrees entered by reason of or as a result of the negligent performance or failure of SEVEN STATES to perform its Services under this Agreement.

6. Title VI: SEVEN STATES agrees that it will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by MEMBER to the effect that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or denied the benefits of, or be subject to discrimination under any program or activities for which MEMBER received Federal Financial Assistance. SEVEN STATES agrees to compile appropriate data, maintain records, and submit reports as required to permit effective enforcement of Title VI. If there are any violations of this assurance, MEMBER shall have the right to recommend corrective actions or to seek administrative enforcement of this assurance.

7. SEVEN STATES shall maintain during the life of this Agreement, the following insurance covering SEVEN STATES and all employees utilized by SEVEN STATES during the term of this Agreement.

- A. Worker's Compensation and Employers' Liability Insurance - providing coverage in compliance with the laws of the State of Tennessee and with Employers Liability limits sufficient to be scheduled as covered an underlying policy in the umbrella/excess.
- B. Comprehensive General Liability (Bodily Injury and Property Damage) Insurance on an occurrence basis including personal and advertising injury, in an amount not less than \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate.
- C. Automobile Liability Insurance covering any auto – Bodily injury and property damage combined single limit - \$1,000,000.00 on each occurrence.

8. Either MEMBER or SEVEN STATES may terminate this Agreement with or without cause by giving the other party thirty (30) days' notice that shall specify the date of termination; and either party may terminate any one or more specific Scope of

Work Addenda in accordance with this provision, in which case any additional outstanding Scope of Work Addenda will be deemed to be continuing in effect as separate contracts. Upon termination of this Agreement by MEMBER without cause or by SEVEN STATES with cause, SEVEN STATES may cease performance of the Services and shall be entitled to payment (to the extent not already received) in the following amounts:

- A. For Services performed on an hourly basis, 100% of the fees due for Services actually performed through the date of termination, at the agreed hourly rate based on SEVEN STATES' reasonable estimate of the time incurred through the date of termination, but in no event to exceed any "not to exceed" amount for such Services forth in the applicable Scope of Work Addendum.
- B. For Services performed on a "fixed fee" basis, an amount equal to one of the following, as determined by SEVEN STATES: (i) an amount determined by multiplying the fixed fee assigned to each Service by the percentage of completion of each Service through the date of termination, as reasonably determined by SEVEN STATES; or (ii) an amount determined by multiplying SEVEN STATES' reasonable estimate of the time incurred for such Services through the date of termination by an hourly rate of \$250 per hour, but in no event to exceed the fixed fee pricing for each such Service as set forth in the applicable Scope of Work Addendum.
- C. SEVEN STATES shall also be entitled to an additional termination fee equal to [INSERT APPROPRIATE PERCENTAGE ____] percent of the "not to exceed" and/or fixed fee amounts set forth in the applicable Scope of Work Addendum, but in no event will the total payment to SEVEN STATES under A. and/or B. and this provision exceed the amounts set forth in the applicable fee provisions of the applicable Scope of Work Addendum.
- D. 100% of any out-of-pocket expenses incurred by SEVEN STATES in the course of performing the Services through the date of termination (including customary reimbursements for expenses such as mileage and meals/travel expenses), and any taxes payable by MEMBER hereunder.

In the case of termination by MEMBER with cause or by SEVEN STATES without cause, SEVEN STATES shall only be entitled to compensation in an amount equal to the reasonable value of Services provided prior to termination, not to exceed the amounts set forth in the applicable Scope of Work Addendum.

9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, written or oral, between the parties on said subject matter. This Agreement and any applicable authorizations may not be modified, amended, or changed in any manner, nor shall any waiver of any provision of the same be effective except by an instrument in writing signed by the party against whom enforcement of such modification, amendment, change or waiver is sought.

10. Neither MEMBER nor SEVEN STATES may assign or transfer their respective duties or interests in this Agreement without the written consent of the other party.

11. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms hereof, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. It is expressly understood that SEVEN STATES is an independent contractor and that nothing in this Agreement shall be construed to designate SEVEN STATES or any of SEVEN STATES' principals, employees, consultants or subcontractors, as servants, agents, partners, joint ventures or employees of MEMBER. The independent contractor relationship established under this Agreement is non-exclusive, and nothing in this Agreement will operate to prohibit SEVEN STATES from providing similar services to other members of SEVEN STATES or to other local power companies.

13. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS OF LOSS OF USE, DATA, PROFITS OR REVENUE OR OTHER ECONOMIC LOSS, REGARDLESS OF THE FORM OF ACTION OR THE THEORY OF RECOVERY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. SEVEN STATES retains exclusive title and ownership of all deliverables provided under the scope of work and/or purchase order. The work performed herein shall not be considered "work for hire" and SEVEN STATES grants MEMBER a personal, nontransferable, nonexclusive license to use the deliverables for internal business purposes only.

15. To the extent that the Services provided under this Agreement involve consultation in connection with the design, development or implementation of a solar generation project or an electric vehicle charging infrastructure project, MEMBER grants SEVEN STATES the right to access, upon reasonable request and at no additional cost to MEMBER, all data relating to power supply generation (in the case of a solar project) and electric vehicle charging station utilization and energy consumption (in the case of electric vehicle charging infrastructure) for the term of this Agreement. The rights of access under this section shall survive termination, expiration and/or completion of this Agreement and shall continue for so long as the applicable project is in commercial operation. MEMBER grants SEVEN STATES a personal, nontransferable, nonexclusive license to use such information for its internal business purposes. Notwithstanding the provisions of Section 16, below, SEVEN STATES may also use such information in connection with analysis, reports, presentations and other publications that are provided

or made available to one or more third parties, so long as such information is provided on an anonymous or aggregated basis and is not readily identifiable with MEMBER or MEMBER's solar or electric vehicle infrastructure project.

16. To the extent that SEVEN STATES assists MEMBER with soliciting responses to a request for proposals, request for information or other similar procurement document, SEVEN STATES further agrees, to the extent permitted by applicable law, to comply with any limitations on the use of the responding parties' confidential information that SEVEN STATES and MEMBER specify in the applicable request for proposals, request for information or other similar document.

17. This Agreement may be executed in multiple counterparts and by electronic (or facsimile) signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

MEMBER Requisition Number: _____

Initiated by

MEMBER Project Manager: _____

Date: _____

(Print Name)

Department Approval

MEMBER Department Manager: _____ Date: _____

(Signature)

(Print Name)

ACCEPTED BY:
SEVEN STATES POWER CORPORATION

By : _____ Date: _____
(Signature)

(Print Name)

Its : _____
(Title)

AUTHORIZATION BY:
STARKVILLE UTILITIES

By : _____ Date: _____
(Signature)

(Print Name)

Its : _____
(Title)



**TASK Order #1
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Professional Services Agreement between Starkville Utilities (Member) and Seven States Power Corporation (Seven States), dated [Month Date, Year] ("Agreement"), Member and Seven States agree as follows:

1. **Specific Project Title:** Starkville Utilities Assessment of Options under the TVA Flexibility Agreement.
2. **Description:** This Task Order is to provide Starkville Utilities an assessment of options under the TVA Flexibility Offering and to provide recommendations regarding participation in the program.
3. **Scope of Services:** The scope of services includes the assessment of current and potential future options for Starkville Utilities under the TVA Flexibility Option and the preparation by Seven States of a Flexibility Assessment and Recommendations Report for Starkville Utilities.
4. **Client's Responsibilities:** As indicated in Professional Services agreement and to provide input and load profile information as needed.
5. **Not Included:** Travel expenses.
6. **Schedule:** Upon signature of this Task Order Seven States will deliver the Flexibility Generation Assessment and Recommendations Report within four (4) Weeks.

7. Payment to Seven States:

- a. Seven States proposes to perform this Task Order on a lump sum basis. The total compensation to Seven States for the services identified by this Task Order shall be identified by the table below:

Work Item	Fee
Flexibility Assessment and Recommendations Report	\$3,000

- b. Amounts included in the table above are "Not to Exceed" amounts unless Member and Seven States mutually agree in writing to amend the scope and associated fee.
 - c. If Member and Seven States agree to stop work on Task Order, hours completed will be billed at \$250/hr.
- 8. Travel:** Seven States does not anticipate that travel will be required.
- a. Travel Expenses are in addition to the "Not to Exceed" amount and will be included only if Member and Seven States mutually agree in writing that travel is required.
 - b. Travel expenses are billed at cost plus 5%.
- 9. Subconsultants:** Seven States does not intend to utilize subconsultants on this Task Order.

10. Other Amendments to Professional Services Agreement: None.

SEVEN STATES POWER CORPORATION

By : _____ Date: _____
(Signature)

(Print Name)

Its : _____
(Title)

STARKVILLE UTILITIES

By : _____ Date: _____
(Signature)

(Print Name)

Its : _____
(Title)



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: November 16, 2021
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from SEL (Schweitzer Engineering Laboratories) for four (4) SEL pump automation controllers in the amount of \$11,000.00.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

<u>FISCAL NOTE:</u> 2 Quotes Received	SEL	\$11,000.00
	Hawk SCADA	\$12,650.00

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 SEL (Schweitzer Engineering Laboratories) for four (4) SEL pump automation controllers in the amount of \$11,000.00.



Please address purchase orders to:
Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

Reference this quote number and send purchase orders to:

Business Email carol@powerconnections.com

Created Date 10/25/2021
Account Name City of Starkville
Sold To Contact Colby McClain
Sold To Contact cmccclain@starkvilleutilities.com
Email
Sold To Contact 662-323-3133
Phone

Quote Number 00120305
Expiration Date 12/24/2021
Prepared By Carol Richter
Sold To Sales Power Connections
Channel
Business Email carol@powerconnections.com

Part Number	Description	Sales Price	Quantity	Total Price
2411#J882 (2411P2ADBBADB5X063120)	2411#J882 SEL-2411P Pump Automation Controller	USD 2,750.00	4.00	USD 11,000.00
Grand Total				USD 11,000.00

Lead Time

Inquire with your SEL Representative for specific lead times.

Lead time will be confirmed after the receipt of a complete purchase order and can be subject to change.

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.

Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.

Colby McClain

From: Chris White <chris@hawkremote.com>
Sent: Tuesday, October 26, 2021 2:53 PM
To: Colby McClain
Cc: Albert Shannon; David Bush; Olen Booth
Subject: Re: Starkville SEL Purchasing

Colby,

Our price to provide four of the SEL Controllers for Starkville would be \$12,650.

Please let me know if you have any questions.

Thanks,

Chris White
IBS/Hawk SCADA
662-324-2721 ext. 420

On Oct 25, 2021, at 11:30 AM, Colby McClain <cmccclain@starkvilleutilities.com> wrote:

Albert,

My understanding is these controllers were previously listed under source of supply. Therefore, a secondary quote would not have been necessary. However, they are not listed in our current source of supply.

Thanks,

Colby McClain
Procurement Manager
O: (662) 323-3133 (1142)
C: (662) 617-2808
cmccclain@starkvilleutilities.com

<image001.png>

From: Albert Shannon [<mailto:albert@hawkremote.com>]
Sent: Monday, October 25, 2021 11:15 AM
To: Colby McClain <cmccclain@starkvilleutilities.com>
Cc: Albert Shannon <albert@hawkremote.com>; David Bush <dbush@starkvilleutilities.com>; Chris White <Chris@hawkremote.com>; Olen Booth <olenbooth@hawkremote.com>
Subject: Re: Starkville SEL Purchasing

Good Morning Colby,



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: November 16, 2021
PAGE: 1

SUBJECT: Request authorization for Starkville Utilities to enter into a professional service agreement with Kimley-Horn and Associates to provide engineering services for water and sewer projects.

AMOUNT & SOURCE OF FUNDING: 2021 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 Starkville Utilities to enter into a professional service agreement with Kimley-Horn and Associates to provide engineering services for water and sewer projects.

**(MODIFIED) STANDARD MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 20__, by and between STARKVILLE UTILITIES ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

AGREEMENT

- (1) **Scope of Services and Additional Services.** The Consultant will perform only services set forth in IPO's ("the Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost. The services to be provided under this agreement are anticipated (but not limited) to include planning and design services related to water and sewer improvements. Each task will be scoped within the IPO describing the agreed upon services to be performed and will be supplied with a not-to-exceed amount for the task. Tasks can only be engaged in through written authorization from the Client's authorized representative.
- (2) **Client's Responsibilities.** In addition to other responsibilities in this Agreement or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all Client standards of development, design, or construction.
 - (c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, and environmental information, etc., all of which the Consultant may rely upon.
 - (d) Provide for access to the project site and other property as required for the Consultant to provide its services.
 - (e) Review all documents or reports presented by the Consultant and communicate decisions

pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, insurance cost estimating, and feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.

(4) Compensation for Services. The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost. If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held and applied against the final invoice. Interest will be added to accounts not paid within 45 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 45 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 45 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of the Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited the costs of construction and materials, are made solely based on its judgment a professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other

party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) Omitted.

(11) Omitted.

(12) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions, or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no responsibility whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(13) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation as a condition precedent to litigation.

(15) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(16) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State in

which the Project is located. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

The parties have made and executed this Agreement as of the day and year first above written.

CLIENT: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: David L. Martin

ITS: _____

ITS: SENIOR VICE PRESIDENT

ATTEST: _____

ATTEST: Elizabeth Johnson

INDIVIDUAL PROJECT ORDER NUMBER _____

Describing a specific agreement between KIMLEY-HORN AND ASSOCIATES, INC. (the Consultant), and STARKVILLE UTILITIES (the Client) in accordance with the terms of the (Modified) Standard Master Agreement for Continuing Professional Services dated _____, which is incorporated herein by reference.

Identification of Project:

Project Name:
KH Project Manager:
Project Number:

Specific scope of Basic Services:

Additional Services if required:

Schedule:

Deliverables:

Terms of compensation:

Other special terms of Individual Project Order:

ACCEPTED:

STARKVILLE UTILITIES

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

P.E. No.: _____

DATE: _____

DATE: _____

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Federal ID Number						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner	☐