OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
December 7, 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

REGULAR MEETING OF TUESDAY, DECEMBER 7, 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 NOVEMBER 12, 2021 WORK SESSION 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 HEARINGS

FIRST PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

FIRST PUBLIC HEARING FOR AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES (MOBILE FOOD VENDOR/TRANSIENT VENDOR).

IX. MAYOR'S BUSINESS

A. CONSIDERATION AND APPROVAL OF MISSISSIPPI STATE / LOCAL GOVERNMENT OPIOID LITIGATION SETTLEMENT MEMORANDUM OF UNDERSTANDING.

B. 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.

X. BOARD BUSINESS

A. CONSIDERATION OF AUTHORIZING A REQUEST FOR PROPOSALS FOR A TRAFFIC STUDY FOR SOUTH MONTGOMERY FROM HIGHWAY 12 SOUTH TO THE CITY LIMITS.

B. CONSIDERATION OF APPROVAL OF THE 2022 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND IF THE GOVERNOR OF THE STATE OF MISSISSIPPI DESIGNATES ADDITIONAL DAYS AS PAID HOLIDAYS BY PROCLAMATION, THE MAYOR MAY DESIGNATE SUCH ADDITIONAL DAYS AS PAID HOLIDAYS FOR ELIGIBLE EMPLOYEES.

C. CONSIDERATION OF LIABILITY QUOTES (TO BE RECEIVED DECEMBER 6)

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF SOLE CANDIDATE, GEORGE HOPPER, FOR APPOINTMENT FOR THE VACANCY ON THE STARKVILLE LANDSCAPE ADVISORY BOARD FOR A FOUR YEAR TERM TO BEGIN ON JANUARY 1, 2022.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE LOWER QUOTE OF $19,988.00 FROM TRIAD METALS FOR BRIDGE STEEL PILING AND CAPS FOR THE NEW BRIDGE FOR THE SPORTSPLEX OVERFLOW PARKING LOT ACCESS OFF SPRUILL INDUSTRIAL ROAD.

2. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS FOR THE SPORTSPLEX DRAINAGE REPLACEMENT PROJECT.

3. CONSIDERATION OF APPROVAL OF THE 2022-2025 CAPITAL IMPROVEMENT PLAN.

4. AUTHORIZATION FOR THE CITY ENGINEER TO ADVERTISE FOR ALL CONSTRUCTION PROJECTS, CONSTRUCTION RELATED MATERIALS,

CONSTRUCTION RELATED QUOTES, AND CONSULTANT RFPS, AS NEEDED FOR THE FOUR-YEAR CAPITAL IMPROVEMENT PROJECTS IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES; AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE ALL CONSTRUCTION AND CONSULTANT CONTRACTS.

E. FINANCE AND ADMINISTRATION

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

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE 4 WALLBEDS (MURPHY BEDS) FOR FIRE STATION 1 FROM THE BEST QUOTE BASED ON MATERIALS AND WARRANTY OF $28,872.00 FROM WILDING WALLBEDS.

2. REQUEST APPROVAL TO PURCHASE 3 GARAGE DOORS FOR FIRE STATION 1 FROM THE LOWER QUOTE OF $34,790.00 FROM S & K DOOR AND SPECIALTY CO., INC.

3. REQUEST APPROVAL TO ACCEPT THE LANDSCAPE ENHANCEMENT QUOTE FOR FIRE STATION 1 FROM THE LOWER QUOTE OF $8,500.00 FROM FOUR SEASONS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TIMOTHY MAGAEE AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE JESI MARSH AND JEREMY WEAVER AS PART- TIME FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE CODY DEAN AS A INVENTORY CONTROL TECH IN THE STARKVILLE UTILITIES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE ELIOT MCGREW AS A PART-TIME RECEPTIONIST IN THE CITY CLERK'S OFFICE.

5. REQUEST AUTHORIZATION TO HIRE STEPHEN CORBAN AS A FINANCE DIRECTOR IN THE FINANCE DEPARTMENT.

6. REQUEST AUTHORIZATION TO ADVERTISE FOR A GENERAL MANAGER (DEPARTMENT HEAD) IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

a. CONSIDERATION TO PURCHASE A 60" MOWER FROM THE LOWEST QUOTE OF $5,935.00 FROM OKTIBBEHA COUNTY CO-OP FOR THE POLICE DEPARTMENT GUN RANGE.

b. CONSIDERATION OF THE ACCEPTANCE OF THE FY21 DEPARTMENT OF JUSTICE COPS HIRING GRANT FOR AN AMOUNT OF $275,209.00, WITH A CITY MATCH OF $92,070.00, FOR THREE ADDITIONAL OFFICERS FOR A PERIOD OF 3 YEARS WITH THE CITY COMMITTING TO RETAIN THE OFFICER POSITIONS A MINIMUM OF 12 MONTHS PAST THE END OF THE GRANT.

c. CONSIDERATION OF THE ACCEPTANCE OF FY20 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY GRANT – REALLOCATION FUNDS IN THE AMOUNT OF $38,615.50 TO BE USED FOR POLICE EQUIPMENT.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CONSIDERATION TO ADVERTISE FOR THE PURCHASE OF ONE KNUCKLE BOOM LOADER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT AND TO SELL THE 2012 HOL-MAC KNUCKLE BOOM WHEN NEW ONE IS IN OPERATION.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM SOUTHERN PIPE AND SUPPLY FOR 660 FT OF 6" C900 PIPE (MATERIAL ONLY) FOR THE FRONTIER DR/WESTSIDE DR LINE REPLACEMENT IN THE AMOUNT OF $7,847.40.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM FERGUSON FOR 588 FT OF 8" SDR26 SEWER PIPE (MATERIAL ONLY) FOR THE SYCAMORE ST AND EDGEWOOD DR SEWER RELAY PROJECTS IN THE AMOUNT OF $7,391.16.

3. CONSIDERATION OF REJECTING ALL BIDS FOR THE BABYLON ROAD SEWER PROJECT AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS WITH PROJECT MODIFICATIONS

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL DECEMBER 21, 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
November 12, 2021

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, November 12, 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, Alderman Ben Carver, Alderwoman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks, and Alderman Hamp Beatty. 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.

Utilities Director Terry Kemp provided an update on the status of the Utilities improvements in the Green Oaks and Rolling Hills neighborhoods. He also discussed plans for additional locations of infrastructure improvements.

The Mayor and members of the Board discussed items on the upcoming November 16, 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 DECEMBER 2021.

_____
MAYOR D. LYNN SPRUILL

Attest:

_____
Seal LESA HARDIN, CITY CLERK

THERE WILL BE A WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN ON FRIDAY, NOVEMBER 12, 2021

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

The public and media are invited to attend.

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

WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI
November 12, 2021
11:00 a.m.

A. CALL THE MEETING TO ORDER

B. PRESENTATION ON THE STATUS OF THE UTILITIES IMPROVEMENTS IN GREEN OAKS AND ROLLING HILLS AND PLANS FOR ADDITIONAL LOCATIONS OF INFRASTRUCTURE IMPROVEMENTS.

C. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 16, 2021, RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

D. ADJOURN MEETING

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 7, 2021

SUBJECT:
First Public Hearing for amending the Unified Development Code.

SUMMARY:
The Unified Development Code was adopted in December of 2019 and last amended on April 20, 2021. The proposed amendments are as follows:

UDC Section Number	Description of Revision
3.4.1	Changed "Development Requirements" to "Development Standards" for Special Exceptions
3.8	Added Criteria for Administrative Appeal
3.10.4.D.4	Changed "Administrative Appeal" process for Architecture Review to be reviewed by Planning and Zoning Commission prior to Board of Aldermen
4.5	Changed procedure and notification requirement for annexed areas to align with State law.
13.3.6.B	Added "Recreational Vehicle Parks" as Special Exception/Use Exception in C zoning districts
13.7.11	Added sound requirements to "Food Trucks"
14.6	Updated Development Standards chart to allow for "Monument Signs" in Form-Based Districts
14.6.2	Added "Monument Sign" type as Permitted with Additional Standards for T-5C, T-5D, and T-5U
14.7.10.D.3	Added Additional size options for "Yard Signs" in non-residential and mixed use zones.
17.6	Added Rental Housing Code
18	Adding and Updating Definitions

There are a total of two public hearings with the Board of Aldermen. The second public hearing and consideration will be on December 21, 2021.

Both Public hearings were advertised on November 16, 2021 and December 2, 2021 in the Starkville Daily News.

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

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SUGGESTED MOTION:

3.4. Special Exception

1. Special exceptions shall include any building, sign, accessory structure, or site feature associated with the use that is being altered or built and is not permitted by right in a zoning district. Special exceptions shall follow the additional design standards associated with a use that shall be adhered to as a part of the approval unless specifically removed as part of approval. A special exception shall also include any request to deviate from the Use Standards, Development ~~requirements~~ Standards, Subdivision Standards, or Base Dimensional Standards that are non-dimensional in nature.
2. The purpose and intent of this article is to ensure that special exceptions shall only be permitted on sites where the proposed building, sign, accessory structure, or site associated with the use may be adequately accommodated, without generating adverse impacts in the area of the proposed special exception. The determination of need for a special exception shall be made by the City Planner. A special exception shall be permitted only upon a finding by the Planning and Zoning Commission and the Board of Alderman in compliance with the procedures and criteria set forth below:

3.4.1. Criteria for special exception review and approval in all zoning districts.

A. **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.

B. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.

C. **Immediate neighborhood impact**. The proposed structure and use are 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.

D. **Availability of public services**. The proposed structure and use are adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.

E. **Site plan**. A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission only if the proposed development meets the requirements for site plan review. 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.

F. **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.

G. **Consistency with Comprehensive Plan**. The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.

H. **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.

3.4.2. Additional Criteria for special exception review and approval in form-based districts

A. The special exception request shall be consistent with the intent of the form-based districts.

3.4.3. Review procedures.

A. **Application.** All applications for a special exception shall be in the form required and provided by the City Planner. Completed application packages are due by 5:00 p.m. on the deadline date as set forth by the approved Planning and Zoning Commission schedule. Such applications shall be submitted to the City Planner together with the fee

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established by resolution of the Mayor and Board of Aldermen. A "completed application" shall include the application form, the applicable fee, a legal description of the subject property, letter of authorization if required and all required supplemental information necessary to render determinations related to the special exception request including:

1. **Interest and ownership.** The applicant's name, address, and interest in the application, and the concurrence of the owner or owners of the entire land area and structures to be included within the subject property.
2. **Applicant statement.** The applicant statement shall include an explanation with the reasoning for the special exception request and a citation of the specific code section from which the special exception is sought.

B. **Review by the Development Review Committee.** The application shall be reviewed by the Development Review Committee before their public hearing date. Comments from this meeting, if not addressed prior to the hearing, may be added to the staff report for the public hearing as recommended condition(s) of approval.

C. **Administrative examination.** Upon receipt of an application for a special exception, the City Planner shall examine, or cause to be examined, the application and shall make such investigation into the proposed special exception as is necessary. If the application is determined to be complete, the City Planner shall place the item on the agenda for the Commission. The date the item will be heard by the Commission shall be determined by the Planning and Zoning Commission schedule.

D. **Public hearing.** Upon receipt of a completed application for a special exception by the City Planner, the Planning and Zoning Commission shall hold a public hearing in accordance with the procedures cited in this section. The Commission shall recommend approval with or without conditions or recommend denial of the request. If recommended for approval or denial, the request will then be scheduled for a public hearing for the Mayor and Board of Aldermen.

E. **Notice and public hearing procedure for special exception.** In considering and acting upon applications for special exception, the following procedures shall be observed:

1. **Mailing of notices.** The City Planner shall mail notices at least fifteen (15) calendar days prior to the scheduled public hearing, setting forth the time, place, and purpose of the public hearing to all owners of real property within a minimum of one hundred and sixty (160) feet of the boundaries of the land upon which the special exception is requested. For the purpose of notice requirements to nearby owners of real property, the names and addresses of the owners shall be deemed to be those on the current tax records of Oktibbeha County. The failure of any owner required by this section to be notified by mail sent to the address on the current tax records of Oktibbeha County shall not invalidate or otherwise have any effect on the recommendation or final decision of any application.
2. **Legal ad.** A legal ad shall be placed in the newspaper of record for Starkville at least fifteen (15) calendar days prior to the scheduled public hearing with the following information: governing body to hear the request, date of the hearing, time of the hearing, the location of the hearing, reason for the request, and a legal description of the property per Mississippi Code Title § 17-1-17.
3. **Posting.** A sign shall be placed on the subject property in a conspicuous location at least fifteen (15) calendar days prior to the public hearing, notifying the general public of the request.

F. **Applicant to pay costs.** All costs of notification shall be paid by the applicant together with the application fee established by resolution of the Mayor and Board of Aldermen. Costs which exceed that paid at the time of application shall be billed and paid by the applicant prior to the public hearing by the Planning and Zoning Commission and/or Board of Aldermen. The application

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fee for a special exception that did not receive approval prior to the commencement of construction and/or requires a modification of an approved site plan or building plan shall be charged an application fee three (3) times the established rate.

G. **Appearance and presentation.** At any public hearing upon any matter subject to the provisions of this article, the applicant seeking the special exception and any other party desiring to be heard upon the application may appear in person, by agent, or by attorney. The applicant shall be entitled to make a presentation and at the conclusion of presentations or statements by all other parties, shall be entitled to offer a statement in rebuttal if desired. The chairman of the Planning and Zoning Commission shall, at the commencement of the hearing upon each application or at any time during such hearing, require that parties desiring to make a presentation identify themselves and may specify the time to be allowed each such party within which to make such a presentation.

H. **Action.** If approval or denial is recommended by the Planning and Zoning Commission, that recommendation and any specific conditions shall be forwarded to the Mayor and Board of Aldermen for their binding decision.

I. **Appeal.** Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction pursuant to state statute.

J. **Conditions of approval.** The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a Special Exception shall run with the land and shall be binding upon the applicants, their heirs, and/or successors. The condition can be assigned for the duration of the use of the building, sign, accessory structure, or site.

K. **Abandonment or discontinuance.** 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.

L. **Reapplication.** Reapplication for the same piece of property requesting the same special exception cannot be made within one (1) year from the date the application was originally denied by the Planning and Zoning Commission and/or the Board of Aldermen.

3.4.4. **Other uses not specified.** Any proposed structure or use not specifically prohibited by this Code shall be reviewed as a special exception application.

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3.8. Administrative Appeal. An administrative appeal is any appeal from administrative interpretations on all matters pertaining to the adopted codes of the City that does not require a variance, waiver, use exception, or special exception. Administrative Appeals of the interpretation of the adopted Technical Codes or any issue related to stormwater requirements shall be reviewed by the Board of Adjustments and Appeals. All other Administrative Appeals shall be reviewed by the Planning and Zoning Commission.

3.8.1. Criteria for Administrative Appeal.

A. **Interpretation.** The appeal of the interpretation of the requirements by City Staff or the City's Consultant(s) is based on an alleged error in interpreting and/or the application of the requirements of the Unified Development Code.

B. **Appropriateness of the request.** The request for an Administrative Appeal is for interpretation only and does not trigger the requirements of a variance, waiver, use exception, or special exception.

C. **Review.** The Planning and Zoning Commission, Board of Adjustment and Appeals, and the Board of Aldermen shall have the power to review the decision of City Staff, de novo, but shall not consider new evidence that was not available to City Staff at the time of making an interpretation.

3.8.2. Application. An application for an appeal shall be submitted along with any supporting information to the Planning Department within ten (10) days of the written denial of an application by the Building Department, City Planner, Development Review Committee, and/or City Engineer.

3.8.3. Administrative Examination. Upon receipt of an application for an administrative appeal, the City Planner shall examine, or cause to be examined, the application and shall make such investigation into the proposed administrative appeal as is necessary. If the application is determined to be complete, the City Planner shall place the item on the agenda for either the Planning and Zoning Commission or the Board of Adjustment and Appeals. The appeal shall be placed on the next regularly scheduled meeting of either the Planning and Zoning Commission or the Board of Adjustments and Appeals in accordance with the submittal schedule for non-advertised agenda items.

3.8.4. Appearance and Presentation. At the meeting, the applicant seeking the administrative appeal and any other party desiring to be heard upon the application may appear in person, by agent or by attorney. The applicant shall be entitled to make a presentation and at the conclusion of presentations or statements by all other parties, shall be entitled to offer a statement in rebuttal if desired. The chairman of either the Planning and Zoning Commission or the Board of Adjustment and Appeals shall, at the commencement of the meeting upon each application or at any time during such meeting, require that parties desiring to make a presentation identify themselves and may specify the time to be allowed each such party within which to make such a presentation.

3.8.5. Action. The decision recommended by either the Planning and Zoning Commission or the Board of Adjustments and Appeals and any specific conditions for approval shall be forwarded to the Mayor and Board of Aldermen for their binding decision. A super majority vote by either the Planning and Zoning Commission or the Board of Adjustments and Appeals shall be necessary to modify or reverse any order, requirement, decision, or determination of the Building Department, City Planner, Development Review Committee, and/or City Engineer. The Mayor and Board of Aldermen shall proceed to review the recommendation by either the Planning and Zoning Commission or the Board of Adjustment and Appeals. At the meeting, the decision of either the Planning and Zoning Commission or the Board of Adjustment and Appeals shall either be affirmed, modified, or reversed by the Board of Aldermen by majority vote.

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3.8.6. **Appeal.** Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction pursuant to state statute.

3.8.7. **Conditions of Approval.** The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of an administrative appeal shall run with the land and shall be binding upon the applicants, their heirs, and/or successors.

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3.10. Architecture Review

3.10.1. Intent of architecture review. The intent of architecture review is to ensure that development within the City of Starkville is consistent with all applicable development standards. The approval of such development will be based upon the provisions of this code, the contextual surroundings of the development, potential visual impacts, compatibility with existing developments, and compatibility with anticipated developments within the immediate area and the City as a whole.

3.10.2. Applicability and filing process

A. All land areas in the city which are zoned for commercial use, industrial use, mixed-use, or multi-unit residential greater than two (2) dwelling units per site shall be subject to Architecture Review.

B. All proposed buildings or proposed remodeled buildings that require site plan review shall require Architecture Review approval prior to receiving a building permit.

C. The architecture review process can begin before, during, or after the site plan review and approval process.

3.10.3. Review and action by the Independent Consultant. After reviewing the building design plan and finding that the proposed plan meets the minimum requirements, the Architecture Review Committee will approve the building design plan. If the building design plan includes any requests for waiver, variance, or exception, the Architecture Review Committee will approve the building design plan only after approval from the Board of Aldermen. Approval of a building design plan is required prior to building permit approval.

3.10.4. Building design plan application requirements

A. Pre-Application. A pre-application meeting may be scheduled at the request of the applicant to discuss requirements and review conceptual drawings. A pre-application meeting is not required, but recommended.

B. Application. An application for Architecture Review shall be submitted along with the building plans to the Planning Department. Such applications shall be submitted to the City Planner together with the fee established by resolution of the Mayor and Board of Aldermen. The application shall include the following:

1. **Applicant and/or owner information.** The application shall list the property owner or authorized agents contact information including mailing address, email address, and phone number.
2. **Project information.** The following shall be listed on the application: project name, project address, parcel id number, and zoning district.
3. **Project description.** All projects shall include a description of the project indicating the proposed uses (commercial, residential, mixed-use, etc.). If the development is being proposed to be built in phases, the applicant shall submit an application for the entire development showing all phases. Target dates for completion of each phase and the entire development shall be included.

C. Building design plan requirements. The following sheet with required information shall be submitted as part of a complete application for review by the Architecture Review Committee. The maximum sheet size shall not exceed thirty (30) inches by forty-two (42) inches. A sheet size of twenty-four (24) inches by thirty-six (36) inches is preferred. Plans shall also be provided digitally as a Portable Document Format (PDF). Multiple sheets may be used provided each sheet is numbered and the total number of sheets is indicated on each sheet. Cross referencing between sheets shall be required. All of the following information shall be required prior to being placed on the Architecture Review Committee's agenda:

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1. **Coversheet.** The coversheet shall include:
   i. Project name
   ii. Vicinity map
   iii. Sheet Index
   iv. Contact information for the Owner and Design Professionals
   v. Building data including the following: total proposed square footage for each use (commercial, residential, office, etc.), the total number of residential dwelling units, and the total number of bedrooms
   vi. Submittal date and any revision dates
2. **Site plan**. Site plans shall be drawn at a scale of one (1) inch to fifty (50) feet or larger. Necessary notes and symbol legends shall be included. Abbreviations should be avoided but if used they shall be defined in the notes. Drawings shall illustrate the following:
   i. Boundary, setback lines, and easements
   ii. North arrow, legend, and graphic scale
   iii. The location of parking areas, loading zones, dumpster enclosure, sidewalks, and walkways
   iv. The locations of all buildings on the site
3. **Building plans.** Building drawings shall be drawn at a common scale so as to be legible. Necessary notes and symbol legends shall be included. Abbreviations should be avoided, but if used, shall be defined in the notes. Drawings shall illustrate the following:
   i. Schematic floor plan for each floor for the purpose of locating exterior windows and doors
   ii. Door and window schedule for all exterior doors and windows
   iii. Color rendered elevations of all sides of the building with facade requirements (see Development Standards Chart Section 14)
   iv. An elevation of the street face side of the building with dimensions showing the overall height of the building and each individual floor
   v. All proposed building finishes shall be labeled. A finish schedule shall be included on the sheet for which they are referenced. The finish schedule shall include material type, color, and product reference information
   vi. For projects located within a T-4, T-5D, T-5C, and T-5U zoning districts, a percentage of fenestration per floor shall be required (see Development Standards Chart Section 14).
4. **Building Materials Board.** A material sample of all key materials and colors, properly labeled, and affixed to hard surface, may be required upon request from reviewer for review. Material samples shall be a minimum size of three inch by three inch (3"x3"). Major colors must be actual samples. Minor colors may be printed samples. Paint and stain samples from wood color fans are acceptable.

D. Approval, disapproval, and appeal procedures

1. **Comment procedure.** Comments from Architecture Review shall be issued in writing after each review. The applicant shall revise the proposed building plan per the comments or reply in writing as to why the revisions cannot be made. Only after revisions to the proposed building plan meets the requirements of the Architecture Review will the approval procedure begin.
2. **Approval procedure.** Upon approval of such building design proposal by Architecture Review and an approved site plan by the Development Review Committee, a building permit application may be submitted to the building department for subsequent review. The approved building design proposal shall be signed by the consultant of the Architecture Review.
3. **Disapproval procedure**. If Architecture Review denies a building design proposal plan, it shall specify the reasons said plan was denied.

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4. **Appeal procedure.** A decision to deny a building design proposal by the independent consultant for any reason that does not require a variance, waiver, or exception, can be appealed as an Administrative Appeal to the Board of Aldermen. The applicant shall have ten (10) business days from the decision to deny to appeal that decision ~~to the Board of Aldermen~~. ~~The appeal will be placed on the Board of Aldermen agenda~~. The appeal shall be placed on the next regularly scheduled meeting of the Planning and Zoning Commission in accordance with the submittal schedule for non-advertised agenda items. Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction pursuant to state statute.
5. **Expiration.** The building design proposal approval shall expire twelve (12) months after approval by Architecture Review if construction has not been started evidenced by steady and continuous progress as determined by the Building Official or the City Planner.
6. **Extension.** The approval of a building design proposal may be extended for six (6) months by the City Planner. If an extension is not granted, reapplication is required.
7. **Transfer of approval.** In the event property with an approved building design is sold, transferred, leased, or any other change in ownership, the approval shall be transferable and subject to the same terms of approval as the original approval.

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4.5. Annexation. Any land annexed into the City of Starkville shall within six (6) months of the approval of the annexation by the Board of Aldermen be represented in the placetype map in the Comprehensive Plan and the Official Zoning Map of the City of Starkville. ~~The zoning designation of the annexed property shall be determined and approved in accordance with the amendment procedures and public notification requirements in this code.~~ The procedure and public notification requirements shall be in accordance with Miss. Code Ann. 17-1-1 et. seq. and approved by the Board of Aldermen.

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Use Chart	Residential Use Districts							Commercial / Industrial Use Districts				Form-Based Districts				Special Districts			Optional District					
																			O-Use Categories					
	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-TND	O-CD	O-I	O-C	O-E	O-TN
P = Permitted Use **A**= Permitted Use with Additional Standards **UE** = Use Exception **SE** = Special Exception -- =Not Permitted																								
RESIDENTIAL																								
Dwelling, Detached ***sec.13.5.1***	P	P	P	P	P	P	P	SE	SE	P	--	P	--	--	--	--	--	--	P	P	--	--	P	P
Dwelling, Accessory Unit ***sec.13.5.2***	SE	SE	SE	SE	SE	--	--	--	--	SE	--	A	--	--	A	--	--	--	A	SE	--	--	SE	SE
Dwelling, Attached Duplex ***sec.13.5.3***	SE	--	--	A	SE	A	A	--	--	SE	--	A	--	--	SE	--	--	--	A	A	--	--	SE	A
Dwelling, Attached Triplex ***sec.13.5.4***	--	--	--	--	--	A	P	--	--	--	--	A	--	SE	SE	--	--	--	A	--	--	--	--	--
Dwelling, Townhouse/ Rowhouse ***sec.13.5.5***	--	--	--	SE	SE	A	A	--	SE	--	--	A	--	--	SE	--	--	--	A	--	--	--	--	SE
Dwelling, Multiplex ***sec.13.5.6***	--	--	--	--	--	A	A	A	A	--	--	A	--	--	SE	SE	--	--	--	--	--	A	--	--
Dwelling, Apartment ***sec.13.5.7***	--	--	--	--	--	--	A	A	A	--	--	--	--	--	--	SE	--	--	--	--	--	A	--	--
Dwelling, Manufactured and Modular Home ***sec.13.5.8***	SE	--	--	--	--	--	--	--	--	SE	--	--	--	--	--	--	--	--	--	--	--	--	SE	--
Home Occupations ***sec.13.5.9***	A	A	A	A	A	A	A	A	A	A	--	A	A	A	A	--	--	--	A	A	--	--	A	A
Mixed-Use Building ***sec.13.5.10***	--	--	--	SE	SE	--	--	A	A	A	--	--	P	P	P	--	--	--	A	--	--	A	--	SE
Residential First Floor ***sec.13.5.11***	P	P	P	P	P	P	P	SE	SE	P	--	P	--	SE	SE	P	--	--	P	P	--	SE	P	P

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Use Chart	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-Use Categories					
																			O-TND	O-CD	O-I	O-C	O-E	O-TN
P = Permitted Use **A**= Permitted Use with Additional Standards **UE** = Use Exception **SE** = Special Exception -- =Not Permitted																								
INSTITUTIONAL																								
Assisted Living Facility *sec.13.6.1*	--	--	--	A	--	A	A	P	P	P	--	--	--	--	--	P	--	--	A	A	--	P	--	A
Care Centers *sec.13.6.2*	--	--	--	--	--	--	--	A	A	A	--	--	--	--	--	A	--	--	A	--	--	A	--	--
Care Home *sec.13.6.3*	A	A	A	A	A	--	--	P	P	P	--	--	--	--	--	--	--	--	A	A	--	--	A	A
Cemetery *sec.13.6.4*	SE	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	SE	--
Community and Civic Associations *sec.13.6.5*	P	--	UE SE	UE SE	--	--	--	P	P	P	P	--	UE SE	UE SE	UE SE	P	P	P	P	P	--	P	P	UE SE
Convalescent, Rest, and Nursing Homes *sec.13.6.6*	A	--	--	A	--	P	P	P	P	P	P	--	--	--	--	P	--	--	A	A	--	--	A	A
Educational Facilities *sec.13.6.7*	SE	--	--	SE	--	--	--	SE	SE	SE	SE	--	--	--	--	--	SE	P	SE	SE	SE	SE	SE	SE
Fraternity and Sorority House *sec.13.6.8*	--	--	--	--	--	UE SE	UE SE	UE SE	UE SE	UE SE	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Group Care Home or Facility *sec.13.6.9*	--	--	--	--	--	--	UE SE	UE SE	UE SE	UE SE	UE SE	--	--	--	--	UE SE	--	--	--	--	--	--	--	--
Hospital *sec.13.6.10*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	A	--	--
Life Care Communities *sec.13.6.11*	A	--	--	A	--	A	A	A	A	A	--	--	--	--	--	P	--	--	A	A	--	A	A	A
Municipal Buildings and Facilities *sec.13.6.12*	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	A	A	A	A	UE SE	UE SE	UE SE	UE SE	P	P	P	A	A	A	A	UE SE	UE SE
Parks, Open Space, and Greenways *sec.13.6.13*	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

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Use Chart	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-Use Categories					
																			O-TND	O-CD	O-I	O-C	O-E	O-TN
P = Permitted Use **A**= Permitted Use with Additional Standards **UE** = Use Exception **SE** = Special Exception -- =Not Permitted																								
INSTITUTIONAL (cont.)																								
Places of Worship *sec.13.6.14*	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE
Public Buildings and Facilities *sec.13.6.15*	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	P	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE	UE SE
COMMERCIAL																								
Adult Oriented Business *sec.13.7.1*	--	--	--	--	--	--	--	--	--	--	UE	--	--	--	--	--	--	--	--	--	--	--	--	--
Animal Boarding Facilities *sec.13.7.2*	A	--	--	--	--	--	--	A	A	A	A	--	--	--	--	--	--	--	--	--	--	--	A	--
Animal Hospital, Clinic, or Grooming Facility *sec.13.7.3*	--	--	--	SE	SE	--	--	A	A	A	A	--	A	A	A	--	--	--	A	--	--	--	--	SE
Banks and Financial Institutions *sec.13.7.4*	--	--	--	--	--	--	--	P	P	P	--	--	A	A	A	--	--	--	A	--	--	P	--	--
Bed and Breakfast Establishments *sec.13.7.5*	A	--	--	UE SE	UE SE	--	--	--	--	A	--	--	A	A	A	--	--	--	A	--	--	--	A	UE SE
Car Title Loan, Payday Advance, or Loan Business *sec.13.7.6*	--	--	--	--	--	--	--	--	UE	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Conference and Convention Center *sec.13.7.7*	--	--	--	--	--	--	--	P	P	--	P	--	UE SE	UE SE	UE SE	--	--	--	UE SE	--	--	P		--
Convenience Store and Gas Station *sec.13.7.8*	--	--	--	--	--	--	--	A	A	A	A	--	--	--	--	--	--	--	--	--	A	A	--	--

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Use Chart	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-Use Categories					
																			O-TND	O-CD	O-I	O-C	O-E	O-TN
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COMMERCIAL (cont.)																								
Convenience Store and Truck Stop *sec.13.7.9*	--	--	--	--	--	--	--	--	--	A	A	--	--	--	--	--	--	--	--	--	A	A	--	--
Eating & Drinking Establishments *sec.13.7.10*	--	--	--	UE SE	UE SE	--	--	A	A	A	UE SE	--	A	A	A	--	--	--	A	--	--	A	--	UE SE
Food Truck *sec.13.7.11*	--	--	--	UE	UE	--	--	A	A	A	A	--	A	A	A	--	--	--	--	--	P	P	--	UE
Hotels, Motels, or Inns *sec.13.7.12*	--	--	--	--	--	--	--	P	P	P	--	--	P	P	P	--	--	--	P	--	--	P	--	--
Micro-Breweries and Small Batch Distilleries *sec.13.7.13*	--	--	--	UE SE	--	--	--	--	UE SE	UE SE	UE SE	--	UE SE	UE SE	UE SE	--	--	--	UE SE	--	UE SE	UE SE	--	UE SE
Mini-Storage *sec.13.7.14*	SE	--	--	--	--	--	--	--	SE	A	A	--	--	--	--	--	--	--	--	--	A	--	SE	--
Mortuaries & Funeral Homes sec.13.7.15	--	--	--	--	--	--	--	UE SE	A	UE SE	UE SE	--	--	--	--	--	--	--	--	--	UE SE	UE SE	--	--
Offices- Medical *sec.13.7.16*	--	--	--	UE SE	--	--	--	P	P	P	--	--	A	A	A	A	--	--	A	--	--	P	--	UE SE
Offices- Professional *sec.13.7.17*	--	--	--	UE SE	UE SE	--	--	P	P	P	P	A	P	P	P	P	P	--	P	--	P	P	--	UE SE
Recreational and Entertainment: Indoors-Commercial *sec.13.7.18*	--	--	--	--	--	--	--	P	P	P	P	--	A	A	A	--	--	--	A	--	--	P	--	--
Recreational and Entertainment: Outdoors-Commercial sec.13.7.19	--	--	--	--	--	--	--	--	UE SE	A	A	--	--	--	--	--	--	--	--	--	--	A	--	--
Private Recreational Clubs or Facility *sec.13.7.20*	A	A	A	A	--	--	--	P	P	P	P	--	--	--	--	--	--	--	A	A	--	--	A	A

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Use Chart	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-Use Categories					
																			O-TND	O-CD	O-I	O-C	O-E	O-TN
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COMMERCIAL (cont.)																								
Recreational Vehicle Parks *sec.13.7.21*	SE	--	--	--	--	--	SE	--	A	A	A	--	--	--	--	--	--	--	--	--	A	A	SE	--
Retail Sales and Services-Inside Only *sec.13.7.22*	--	--	--	UE SE	UE SE	--	--	A	A	A	A	--	A	A	A	A	--	--	A	--	--	A	--	UE SE
Retail Sales and Services- with Outside Displays *sec.13.7.23*	--	--	--	--	--	--	--	A	A	A	A	--	UE SE	UE SE	UE SE	--	--	--	--	--	--	A	--	--
Studios - Art, Craft, Music, Dance, and Fitness *sec.13.7.24*	--	--	--	UE SE	UE SE	--	--	A	A	A	P	--	A	A	A	--	--	--	A	--	--	P	--	UE SE
Theaters *sec.13.7.25*	--	--	--	--	--	--	--	P	P	P	--	--	A	A	A	--	--	--	A	--	--	P	--	--
Vehicle Repair and Maintenance *sec.13.7.26*	--	--	--	--	--	--	--	A	A	A	P	--	--	--	--	--	--	--	--	--	--	--	--	--
INDUSTRIAL																								
Airport *sec.13.8.1*	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	P	--	--	--	--	--	--	--
Heliport *sec.13.8.2*	--	--	--	--	--	--	--	--	--	--	A	--	--	--	--	A	A	A	--	--	A	--	--	--
Borrow Pit, Soil Fill Site, and Soil Storage Site *sec.13.8.3*	SE	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	--	--	SE	--
Landfill *sec.13.8.4*	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	--
Manufacturing and Industrial Heavy *sec.13.8.5*	--	--	--	--	--	--	--	--	--	--	A	--	--	--	--	--	--	--	--	--	A	--	--	--

1st Draft

Use Chart	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-Use Categories					
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P = Permitted Use **A**= Permitted Use with Additional Standards **UE** = Use Exception **SE** = Special Exception -- =Not Permitted																								
INDUSTRIAL (cont.)																								
Manufacturing and Industrial Light ***sec.13.8.6***	--	--	--	--	--	--	--	--	UE SE	UE SE	P	--	--	--	--	--	--	--	--	--	P	--	--	--
Mining and Quarrying **sec.13.8.7**	--	--	--	--	--	--	--	--	--	--	SE	--	--	--	--	--	--	--	--	--	--	--	--	--
Outdoor Storage ***sec.13.8.8***	--	--	--	--	--	--	--	--	--	--	A	--	--	--	--	--	--	--	--	--	--	--	--	--
Research and Development Facilities ***sec.13.8.9***	--	--	--	--	--	--	--	--	UE SE	UE SE	P	--	--	--	--	--	--	--	--	--	P	--	--	--
Salvage Yard ***sec.13.8.10***	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Trades and Skilled Services ***sec.13.8.11***	--	--	--	--	--	--	--	--	--	A	P	--	--	--	--	--	--	--	--	--	--	--	--	--
Warehousing, Distribution, & Wholesale Services ***sec.13.8.12***	--	--	--	--	--	--	--	--	--	UE SE	P	--	--	--	--	--	--	--	--	--	P	--	--	--
OTHER																								
Accessory Use or Structures (excluding dwellings) ***sec.13.9.1***	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Agriculture and Forestry ***sec.13.9.2***	A	A	A	A	A	--	--	--	--	A	A	A	--	--	--	--	A	A	A	A	--	--	A	A
Firing Range ***sec.13.9.3***		--	--	--	--	--	--	--	--	--	A	--	--	--	--	--	A	--	--	--	--	--	--	--
Parking Lots and Garages ***sec.13.9.4***	--	--	--	--	--	--	--	SE	SE	SE	SE	--	SE	SE	SE	SE	SE	SE	--	--	SE	SE	--	--

1st Draft

Use Chart	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-Use Categories					
																			O-TND	O-CD	O-I	O-C	O-E	O-TN
P = Permitted Use **A**= Permitted Use with Additional Standards **UE** = Use Exception **SE** = Special Exception -- =Not Permitted																								
OTHER (cont.)																								
Telecommunication Facilities ***sec.13.9.5***	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Temporary Uses ***sec.13.9.6***	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Portable Telecommunication Facilities- ***sec.13.9.7***	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Special Event Facility **sec.13.9.1**	SE	A	A	SE	SE	--	--	A	A	A		--	A	A	A	--	--	--	SE	SE	--	A	SE	SE

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13.7.11. Food Truck

A. **Definition:** A licensed, motorized vehicle or mobile food unit which is temporarily parked on private property and not on the right-of-way where food items are sold to the general public. If on the right-of-way, refer to the ~~transient vendor requirements~~ Mobile Food Vendor requirements.

B. **Parking:** None.

C. **Loading:** None.

D. **Additional Standards:**

1. Food trucks and/or associated seating must not occupy on-site parking spaces required to fulfill the minimum requirements for the principal use, unless the principal use's hours of operation do not coincide with those of the food truck business.
2. Traffic circulation, public safety, siting of food trucks, and parking will be reviewed and may be subject to the conditions of approval by the City Planner.
3. No audio amplification or permanent signage may be installed as part of a food truck's vending operation. One (1) sidewalk sign shall be allowed within ten (10) feet of the food truck.
4. The food truck vendor is responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles are not to be used for this purpose. Vendors must provide their own trash receptacle on-site for patrons. Vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The vendor must keep all areas associated with the food truck and any associated seating area clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease is to be disposed in tree pits, storm drains, onto the sidewalks, streets, or other public space. Under no circumstances can grease be released or disposed of in the City's sanitary sewer or stormwater system. All waste must be disposed of in accordance to all applicable local, state, and federal laws.
5. All food truck vendors shall obtain and maintain a City of Starkville Privilege License and a mobile food vending permit for each mobile pushcart or mobile food preparation vehicle in operation. All applications for permit renewal shall be filed annually with the City of Starkville City Clerk's Office.
6. If a business is subject to a Certificate of Health or sanitary examination, the person applying for permit must produce such certificate or permit from the County Health Department before a permit can be issued.
7. A written indemnity agreement that will hold harmless the city, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space.
8. Food trucks shall provide written permission from the property owner.
9. The operators must be present at all times during the hours of operation.
10. A food truck operating in all districts shall operate only Thursday through Saturday between the hours of 6:00 a.m. and 2:00 a.m. and on Sunday through Wednesday between the hours of 6:00 a.m. and 10:00 p.m. Cleanup and removal of the food truck shall be completed within thirty (30) minutes of closing.
11. All generators associated with a food truck shall provide sound buffering for each generator. At no time shall any generator operate at 65 decibels or above measured at twenty-five (25) feet from the generator.

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Development Standards Chart	Residential Use Districts							Commercial / Industrial Use Districts				Form-Based Districts				Special Districts			Optional District					
																			O-Use Categories					
	RN	SD-2	SD-6	TN-N	TN-E	MU-9	MU-20	CN	C	CR	I	T-4	T-5D	T-5C	T-5U	S-M	S-I	S-E	O-TND	O-CD	O-I	O-C	O-E	O-TN
P = Permitted Use **A**= Permitted Use with Additional Standards **UE** = Use Exception **SE** = Special Exception **Blank** =Not Permitted																								
Section 14.7 SIGNS																								
BUILDING SIGNS																								
Wall Sign	A			A		UE	UE	A	A	A	A		A	A	A	A	A	A	A		A	A	A	A
Projecting Sign	A			A				P	P	P			A	A	A	P			P			P	A	A
Suspended Sign	A			A				P	P	P			A	A	A	P			P			P	A	A
Awning Sign	A			A				A	A	A			A	A	A	A			A				A	A
Marquee Sign	A			A					A	A			A	A	A	A							A	A
Window Sign	A			A				A	A	A	A		A	A	A	A							A	A
Nameplate Sign	A			A				P	P	P		P	P	P	P	P							A	A
Address Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Outdoor Display Case				A				A	A	A			A	A	A	A								A
SITE SIGNS																								
Monument Sign	A					A	A	A	A	A	A		A	A	A	A	A	A			A	A	A	
Multi-tenant Sign	A							A	A		A										A	A	A	
TEMPORARY SIGNS																								
Sidewalk Sign				A				P	P	P			P	P	P									A
Banner Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Yard Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Fence Screen Sign								P	P		P	P	P	P	P				P		P	P		
Construction Sign	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P
OTHER SIGNS																								
Development Entrance Sign	A	A	A	A	A	A	A	A	A	A	A					A	A	A	A	A	A	A		A
Electronic Message Center Sign								A	A	A	A			A	A		A	A			A	A		
Flags and Pendants	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Any sign type not listed on the chart will be reviewed as a Use Exception																								

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14.7.9. Site Sign Types

A. Monument Signs

Fig. 14.7-12

1. Description

i. A monument sign is a freestanding on-premise sign with one (1) or two (2) sides attached to a permanent foundation or decorative base and not attached or dependent on support from any building, pole, posts or similar uprights on a site with one (1) or multiple tenants.

ii. A sign permit is required for a monument sign.

2. Size Requirements

i. Monument signs shall not exceed eighty (80) square feet in sign area.

ii. The maximum height is eight (8) feet above the finished grade.

iii. The maximum width is twelve (12) feet.

iv. The maximum depth is twenty-four (24) inches.

3. Location

i. No sign shall be placed closer than five (5) feet to the right- of-way of a street.

ii. No sign shall be placed within a sight triangle of a street or driveway.

iii. Only one (1) sign is allowed for every three-hundred and thirty (330) linear feet of street frontage and a minimum separation of two-hundred (200) feet between multiple signs is required on a site.

4. Additional Standards

i. A planted and maintained landscape area of thirty-six (36) inches wide shall be provided around the base of every monument sign.

ii. Electronic message centers can be attached to monument signs per zoning district requirements.

iii. Monument signs shall have exterior finishes matching or complimenting the finishes on the facade of the primary building and shall comply with minimum facade standards for that district.

iv. Hand painted lettering or logos shall not be permitted to be attached to or apart of monument signs unless otherwise approved by the City Planner.

v. Monument signs can be internally or externally illuminated. The use of exposed neon tubing is not permitted.

vi. In zoning districts where monument signs are permitted, the maximum square footage may be increased to one hundred and sixty (160) square feet and the overall height increased to sixteen (16) feet if located adjacent to US Highway 82 and/or US Highway 25 where the posted speed limit is sixty (60) miles per hour or more.

vii. In MU-9 zoning districts sign area shall be less than forty (40) square feet with a maximum of height of six (6) feet.

viii. This sign type is only allowed in RN and O-E zoning district with approved commercial or multi-dwelling unit residential use.

ix. In T-5D, T-5U, and T-5C, zoning districts sign area shall be less than sixty (60) square feet with a maximum of height of six (6) feet. Monument signs shall only be allowed on lots where the existing building exceeds the maximum setback for that zoning district. Corner lots are not eligible for monument sign types unless approved as a Use Exception.

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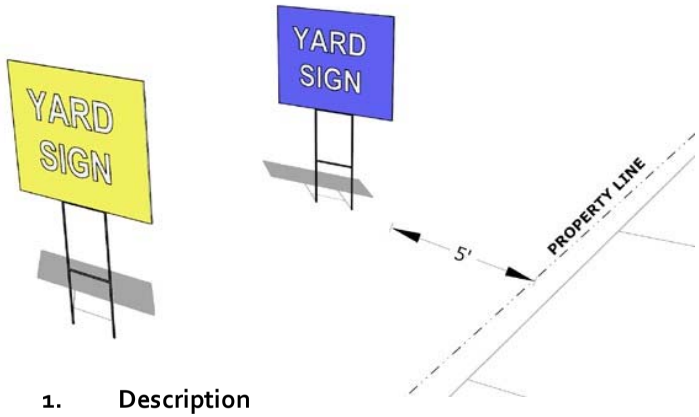
D. Yard sign

Fig. 14.7-16



1. **Description**
   i. A yard sign is any temporary sign placed on the ground or attached to a supporting structure, posts, or poles, and that is not attached to any building or permanently attached to the ground.
   ii. There shall be a maximum of two (2) faces to the sign, mounted back-to-back. Double-sided or back-to-back signs shall be measured by the surface area of one (1) face.
   iii. A sign permit is not required for a yard sign, but requirements must be followed.
2. **Residential districts**
   i. **Size Requirements**
   a. A maximum sign size of four (4) square feet is permitted for lots less than two (2) acres.
   b. A maximum sign size of sixteen (16) square feet is permitted for lots greater than two (2) acres.
   c. The maximum total square footage of all temporary signs on a lot in residential districts is sixteen (16) square feet.
   ii. **Location**
   a. No sign shall be placed closer than five (5) feet to the right- of-way of a street.
   b. No sign shall be placed within a sight triangle of a street or driveway.
   iii. **Duration**
   a. The maximum duration for any yard sign shall be ninety (90) days or until the conclusion of the event.
3. **Non-residential and mixed-use districts**
   i. **Size Requirements**
   a. The maximum total square footage of all temporary signs on any non-residential or mixed-use district zoned property with an existing building is four (4) square feet.
   b. The maximum total square footage of all temporary signs on any vacant non-residential or mixed-use district zoned property is sixteen (16) square feet.
   c. The maximum total square footage of all temporary signs on any vacant non-residential or mixed-use district zoned property is thirty-two (32) square feet if located adjacent to US Highway 82 and/or US Highway 25 where the posted speed limit is sixty (60) miles per hour or more.
   ii. **Location**
   a. No sign shall be placed within a sight triangle of a street or driveway.
   b. No sign shall obstruct any walkway or public sidewalk.
   iii. **Duration**
   a. The maximum duration for any yard sign shall be thirty (30) days or until the conclusion of the event.

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17.6. Rental Housing Code

17.6.1. **Intent.** This code shall apply to all rental housing units located within the City of Starkville, Mississippi, including all residential dwelling unit types. The intent of this code is to establish base standards for rental housing units in Starkville so as to prevent or correct slum and/or blighted conditions and protect the health, safety and welfare of the community. This code shall not apply to hotels, motels, and short-term rental.

17.6.2. **Licensing and Registration.** It shall be unlawful for any person and/or entity to maintain or operate any rental housing unit(s) within the City of Starkville unless such person or entity has registered the property and has obtained a rental housing license.

A. **Registration Fee**

1. All persons or entities who have rental property within the City are required to register their property(ies) within 30 days upon enactment of this ordinance and subsequently after the effective date of the ordinance before the property is rented for the first time after a certificate of occupancy is granted.
2. A registration fee per rental unit shall be due upon registration. A registration fee shall also be required upon any change in ownership.
3. Failure to pay the registration fee withing ninety (90) days after the effective date of the passage of this ordinance shall be considered a violation and enforced in accordance with Section 3.19. In addition to penalties as outlined in Section 3.19.2, revocation of the certificate of occupancy for each unregistered unit may be imposed.
4. If the Community Development Department and/or a Code Enforcement Officer has determined that the property has been rented without registration after the effective date of the passage of this ordinance shall be considered a violation and enforced in accordance with Section 3.19. In addition to penalties as outlined in Section 3.19.2, revocation of the certificate of occupancy for each unregistered unit may be imposed.

B. **License application.** Application for an initial rental housing license shall be filed with and issued by the Community Development Department. The applicant shall be the property owner or an authorized representative of the property owner. The application shall include the following:

1. The name and address of the property owner.
2. The name and address of the authorized representative of the property owner if applicable.
3. Signature of the property owner and/or authorized representative.
4. Phone number and email address of the property owner and authorized representative.
5. The address, unit/suite number, and parcel number of the property on which the rental housing units are located
6. A statement as to whether utility services will be provided by the owner or be the tenant's responsibility.
7. Such other information as may be requested by the Community Development Department to enable it to determine if the proposed rental housing unit or complex will comply with legal requirements and with the applicable Mississippi Code.

i. **Inspection required.** Before any license is issued by the Community Development Department, the applicant must authorize the Building Official or designee to inspect the rental housing unit or complex for which an application for license has been made. The Building Official or designee may inspect each unit annually or as needed at

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the discretion of the Building Official or designee but no less than every three (3) years. The Building Official or designee may inspect only a percentage of the rental units within a rental housing complex if the Building Official or designee determines an inspection of the entire complex is not needed. In no instance shall the inspection be less than five percent (5%) of the rental units.

ii. **License transfer.** Upon application in writing for transfer of a license accompanied by an application with the transferee's information and payment of the license fee, the Community Development Department shall issue a transfer if the application is found to be in compliance with this chapter. Any change of ownership of residential dwelling unit shall require a license transfer and reinspection.

C. **License revocation.** The Community Development Department may revoke any license to maintain and operate a rental housing unit or complex when the licensee has been found guilty by the court of violating any provisions of this section, or of knowingly providing false or incomplete information in the process of application for a license or certificate of occupancy. After such conviction, the license may be reissued if the circumstances leading to conviction have been remedied and the rental housing unit or complex is being maintained and operated in full compliance with law.

D. **Authority to inspect**

1. **Personnel.** The Building Official or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this section.

2. **Access.** Every owner, agent, manager, or tenant of a rental housing unit shall, upon reasonable notice, allow access to any part of such rental housing unit at all reasonable times for the purpose of making such inspections. If a complaint is made to the City of conditions in any rental unit which are in violation of any applicable city code, the City is authorized to investigate such complaint without notice. If the owner, agent, manager or tenant refuses access to make an inspection, the City is authorized to obtain an Administrative Inspection Warrant through the Municipal Court Judge.

3. **Scope.** The Building Official or designee may expand the scope of an inspection to include other city code violations noted during the inspection.

4. **Compliance.** If upon inspection, violations of interior or exterior standards exist, the owner, agent, or manager will be required to correct all violations within a reasonable period of time as determined by the Building Official or designee. In the event the rental housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been reinspected by the City and deemed to be in compliance.

17.6.3. **Rental Housing Standards**

A. **Sanitary facilities.** The owner, agent, or manager of a rental housing unit shall provide for the removal of garbage and refuse by the agreement with the City of Starkville Sanitation and Environmental Services Department. The owner, agent, or manager of the rental housing unit shall provide for the removal of any furniture, appliances, or other items removed from the rental housing unit or abandoned on the property, which do not meet the guidelines for removal by the City of Starkville. Placing such materials or allowing such materials to be placed on the right-of-way shall be a violation of this section.

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B. **Food preparation facilities** Every rental housing unit shall have a kitchen or kitchen area with suitable space and equipment to store, prepare, and serve food in a sanitary manner. Adequate facilities for the disposal of food waste and refuse shall also be provided.

1. **Kitchen sink**. Every kitchen or kitchen area shall contain a fixed kitchen sink in sound condition, functioning properly, and properly connected to an approved hot and cold water system and a sewage system.
2. **Liquid-seal traps.** Kitchen plumbing fixtures shall be separately trapped by a liquid-seal trap that will eliminate the passage of sewage gases into the kitchen. The liquid-seal traps shall be located as near the outlet as possible.
3. **Flow of water.** Kitchen plumbing facilities shall have a reasonable flow of water and the minimum flow of hot or cold water issuing from a faucet or fixture shall be not less than one gallon per minute.
4. **Oven and range or stove.** Every kitchen or kitchen area shall be equipped with a cooking oven and range or a stove properly connected and in sound condition. If the oven, range, and/or stove is provided by the tenant per the rental agreement, the owner, agent, or manager is exempt from this provision.
5. **Refrigerator.** Every kitchen or kitchen area shall be equipped with a refrigerator properly connected and in sound condition. Refrigerators shall be capable of maintaining a temperature between forty degrees (40°) and forty-five degrees (45°) Fahrenheit. Refrigerators shall have some capacity for storing frozen food. If the refrigerator is provided by the tenant per the rental agreement, the owner, agent, or manager is exempt from the provisions of this section.
6. **Sanitary surfaces: preparation and storage areas**. Countertops, food preparation surfaces, food storage pantries and cupboards shall be easily cleanable and free from holes, breaks or cracks that can leak, or may injure a person or may permit the harborage of insects and dampness that may promote the growth of bacteria.
7. **Storage of garbage**. No owner, agent or manager of any rental housing unit shall permit upon his premises the exterior accumulation of any garbage or refuse, except in covered portable containers of rust-resistant metal, rubber, plastic or similar material. Garbage or refuse shall only be placed curbside in accordance with The Code of Ordinances. The owner, agent, or manager of any rental housing unit(s) shall be responsible for the correct placement of curb side garbage or refuse and the removal of any garbage container.

C. **Electrical service and lighting**. Every rental housing unit shall have electrical service and lighting properly installed and maintained in sound condition adequate to support the health and safety of occupants, permit the safe use of electrical appliances and permit normal indoor activities.

1. **Outlets, switches, and light fixtures**. All indoor and outdoor outlets, switches, and light fixtures shall be operable and free from any visible damage or defect. All outlet covers and switch plates shall be fully intact with no cracks or damage.
2. **Ground-fault circuit-interrupters (GFCI).** All electrical convenience outlets installed outside or in bathrooms and within six (6) feet of a water source, which includes a lavatory or kitchen sink shall have ground-fault circuit-interrupter protection, provided it can be installed without additional wiring to the main electrical service panel. As

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used in this section, a bathroom is an area with a tub or shower, with or without a lavatory.

3. **Stairway and hall lights.** Every public or common stairway, hallway, corridor, or breezeway in or leading into multifamily dwellings shall be lighted, by natural or artificial means, at all times.

4. **Exterior entrances.** Every building serving four (4) or more rental housing units shall have the main building entrances lighted with specific lighting during nighttime hours other than street lighting. The entrances into individual rental housing units shall also be provided with specific lighting which shall be controlled either automatically or manually by a switch controlled by the tenant.

5. **Mailboxes; multifamily.** Newly installed postal service "gang boxes" in buildings serving four (4) or more rental housing units shall be lighted with specific lighting during nighttime hours.

6. **Installation and maintenance.** Every outlet, switch, and fixture shall be properly installed and maintained in sound condition. No owner, agent or manager shall provide, install or allow to be installed or used any frayed and exposed wiring; wiring unprotected by proper covering; fixtures in disrepair; tacked extension cording; or makeshift wiring, outlets or fixture repairs or which may injure a person.

D. **Thermal environment.** Every rental housing unit shall contain safe heating equipment and system which are properly installed and maintained in sound condition and capable of providing adequate heating and cooling, appropriate for the climate, to assure a comfortable and healthy living environment.

1. **Heating and air conditioning requirements.** Every rental housing unit shall have heating and air conditioning, under the tenant's control, capable of safely heating and cooling all habitable rooms. Required heating shall be provided by permanently installed heating facilities in accordance with the Property Maintenance Code.

2. **Unvented combustion heaters are prohibited**. No owner, agent or manager shall provide, install, or allow to be installed or used any unvented portable space heaters burning solid, liquid or gaseous fuels.

3. **The use of a cooking appliances as a heater is prohibited.** No owner, agent or manager shall allow the use of any ovens, stoves or ranges, or other cooking appliances for the purpose of heating any portion of a dwelling.

E. **Doors, windows, and ventilation.** Every rental housing unit shall have doors and windows which provide adequate natural light and ventilation to permit normal indoor activities and support the health and safety of the occupants while providing protection from the elements and privacy for the occupants.

1. **Sleeping rooms; natural light.** Every sleeping room within a rental housing unit shall have at least one exterior glazed opening, facing directly to the outside, to provide natural light.

2. **Sleeping rooms; ventilation.** Every sleeping room within a rental housing unit shall have at least one openable exterior opening, vented directly to the outside air, to provide natural ventilation. Habitable rooms, except for sleeping rooms, shall not be required to meet the openable exterior opening requirement if mechanical ventilation is provided.

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3. **Glazing**. Glazed areas shall be soundly glazed and free from missing, loose, cracked or broken glass that may injure a person, allows the elements or vermin to enter the structure, allows air escape or infiltration, or otherwise diminishes the thermal efficiency of the structure.

4. **Windows.** Windows shall be maintained in sound condition. Exterior windows shall fit the window openings and shall be properly sealed or weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior windows shall not otherwise diminish the thermal efficiency of the structure.

5. **Exterior doors.** Exterior doors leading into rental housing units shall fit the door openings and shall also be weather-stripped in a manner that prevents the entrance of the elements or vermin or excessive air escape or infiltration. The fit of exterior doors shall not otherwise diminish the thermal efficiency of the structure. Exterior doors, door hardware and door frames shall be maintained in sound condition and capable of the use intended by their design.

6. **Interior doors.** Interior doors, door hardware and door frames shall be maintained in sound condition free from holes, breaks or cracks and capable of the use intended by their design. They shall also be capable of affording privacy to the occupants.

F. **Space and occupancy.** Every rental housing unit shall have sufficient access and space to allow for adequate living and sleeping conditions while providing for the occupant's health, safety, privacy and general welfare.

1. **Rental Housing Unit Occupancy Load**. Every single dwelling unit (single-family) rental housing unit shall provide at least two hundred twenty (220) square feet of floor area for the first two (2) occupants and one hundred (100) square feet of floor area for each additional occupant. The floor area is to be calculated on the basis of total dwelling unit area.

2. **Bedroom access.** In any rental housing unit that has more than one bedroom, access to any bedroom shall not be through another bedroom or a bathroom, unless approved by the Building Official.

3. **Interior access**. In any rental housing unit, access to bedrooms and bathrooms shall be from within the unit.

G. **Safety and security.** Every rental housing unit shall have security devices which restrict unlawful entry, smoke detectors to provide fire safety and shall be maintained free from hazards to the health, safety or welfare of the occupants.

1. **Tripping hazard on stairways.** Every inside and outside stairway shall be maintained in sound condition and free from any broken, rotted, or missing steps or tripping hazards.

2. **Guardrail and enclosures on stairways.** Every stairway which exceeds thirty (30) inches in height shall be protected by a guardrail and enclosure material in sound condition.

3. **Guardrail and enclosures on balconies and porchs.** Every balcony or porch higher than thirty (30) inches above the ground shall be protected by a guardrail and enclosure material in sound condition.

4. **Exterior doors.** Exterior doors leading into rental housing units or tenant storage rooms, which are reasonably accessible, shall have a locking device properly installed and in sound condition capable of the use intended by its design.

5. **Windows.** Every openable window reasonably accessible from the outside shall have a locking device or devices

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properly installed and in sound condition capable of the use intended by its design. Such devices shall prevent opening, lifting or sliding of the locked window from the exterior of the unit.

6. **Smoke detectors.** Smoke detectors shall be installed in all existing rental housing units. The installation of smoke detectors shall at least meet the requirements specified in the International Code Council Property Maintenance Code (IPMC). The owner, agent, and/or manager shall be responsible for the installation, replacement of batteries, and maintaining appropriate records of required smoke detectors. Smoke detectors shall always be operable and batteries replaced annually, or on an as needed basis. Upon termination of a tenancy in any rental housing unit, the owner, owner's agent or manager shall insure that any required smoke detectors are operational prior to re-occupancy of the unit. Proof of battery replacement shall be required as part of inspection.

H. **Maintenance.** Every rental housing unit interior and exterior shall be maintained in a condition which provides the occupants with protection from the elements, a safe and healthy living environment and housing free from deterioration or slum-like conditions.

1. **Interior holes, cracks, or breaks.** Every floor, interior wall and ceiling, and all appurtenances thereto shall be kept in sound condition and free of holes, cracks or breaks that may injure a person, admit or harbor vermin, admit dampness or restrict privacy. Every hole cut in floors, walls or ceilings for the passage of plumbing fixtures or pipes shall be sealed to prevent the passage of insects, vermin.

2. **Interior paint and plaster.** Every floor, interior wall and ceiling, cabinet and all appurtenances thereto shall be kept free of any loose, cracked, scaling, chipping or peeling paint or plaster. All interior painted surfaces shall be painted with paint which is lead free.

3. **Floor coverings tripping hazards.** Floor coverings that are torn or loose and located on a stairway or within three (3) feet of a stairway shall be removed or repaired to prevent tripping. Tears in excess of six (6) inches and tears or projections rising one-quarter (¼) inch or more above the floor surface in any location present a tripping hazard and shall be repaired.

4. **Floor coverings deteriorated, unsafe, and/or unsanitary.** Floor coverings such as carpeting, tile, linoleum and similar materials shall be repaired or replaced when the floor covering is severely deteriorated or when the condition of the floor covering creates an unsafe or unsanitary environment.

5. **Exterior weathertight, watertight, and vermin proof.** Every foundation, roof and exterior wall shall be reasonably weather tight, watertight and vermin proof and shall be kept in sound condition.

6. **Exterior deteriorated or slum-like**. All exposed exterior surfaces shall be maintained so as to be impervious to moisture and weather elements and every rental housing unit shall be free of broken, rotted, split or buckled exterior wall coverings or roof coverings. All exposed exterior surfaces shall not otherwise present a deteriorated or slum-like appearance and will meet the specific requirements which follow.

i. All exterior wood surfaces shall be protected from the elements and from deterioration by paint or other protective treatment; except such wood surfaces composed of wood that is naturally resistant to decay and naturally resistant to insects.

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ii. All exterior painted surfaces shall be painted with paint that is lead free and shall be free of loose, cracked, scaling, chipping or peeling paint in such amounts as to present a deteriorated or slum-like appearance;

iii. Roof coverings shall be watertight and weathertight and shall be free of broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance. All roofing materials shall meet the requirements of all adopted codes and ordinances.

7. **Maintenance of swimming pools, water features, and spas.** All swimming pools, water features, and spas shall be properly maintained so as not to create a safety hazard, harbor vermin infestation, or create a deteriorated or slum-like appearance.

8. **Stagnant water.** All premises shall be maintained so as to prevent the accumulation of stagnant water when such water causes a hazardous or unhealthy condition, becomes a breeding area for insects or causes damage to foundation walls.

9. **Infestation.** Every rental housing unit and premises shall be kept free from insect, rodent or vermin infestation. Every rental housing unit and premises shall be free from the presence or apparent evidence of insect or rodent infestation, other noxious pests, nesting places and any other unsightly or unsanitary accumulation which may harbor insects, rodents or other vermin.

10. **Maintenance of facility and equipment.** Every supplied facility, piece of equipment or utility shall be so constructed, installed and maintained so that it will function safely and effectively and remain in sound condition.

11. **Discontinuation of services**. No owner, agent or manager shall cause any services, facilities, equipment or utilities which are required under this code to be removed from, shut off or discontinued in any occupied rental housing unit except for such temporary interruption as may be necessary while actual repairs or alterations are in process.

12. **Responsibility for maintenance.** It shall be the responsibility of the owner, agent, and manager to provide for the interior and exterior maintenance of the rental housing unit and premises.

17.6.4. **Administration and Enforcement.**

A. **Commencement of action.**

1. The Community Development Department is assigned the primary responsibility of overseeing and with code enforcement, enforcing this chapter and is granted the authority expressly and impliedly needed and necessary for enforcement.

2. Nothing in this section shall preclude employees of the Community Development Department or Code Enforcement from seeking voluntary compliance with the provisions of this section or from enforcing this section, proactively or reactively, through warnings, citations, or other such devices designed to achieve compliance in the most efficient and effective manner under the circumstances.

3. Fees shall be established by resolution of the Mayor and Board of Aldermen.

B. **Transfer of property after notice**.

1. **Written assumption of responsibility.** The transfer of any or all property interest in any manner, including but not limited to, the sale, trade, lease, gift, or assignment of any real property against which a citation has been issued or allegations of violations have been filed with the court

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shall not relieve the parties unless the legal entity assuming interest in such property, in writing, assumes responsibility for compliance with the notice to comply or alleged violations and a copy of such writing is presented to the city.

2. **Criminal violation.** Any legal entity, real or statutory, who transfers the ownership interest in real property, against which a citation has been issued or allegations of violations have been filed with the court, shall be guilty of a class 1 misdemeanor unless they have obtained a written acceptance of responsibility for compliance with the citation or court action from the new owner.

C. **Vacation of tenants; re-occupancy.**

1. **Comply even if vacated.** An owner, agent or manager served with a citation or enforcement proceeding for violations of Section 17.6 shall not be relieved from responsibility to comply because the tenant(s) have vacated the rental housing unit.

2. **Compliance before re-occupancy.** The owner, agent or manager of a rental housing unit shall not lease, rent or otherwise make available for occupancy by tenants any unit against which a citation has been issued or an enforcement action has been instituted until the violations contained in the citation or enforcement proceeding have been corrected.

3. **Utility services.** The Community Development Department may ask that a hold be placed on transfer of utility service to a new tenant until any outstanding enforcement actions on the unit are resolved.

D. **Conflict of ordinances.** In any case where a provision of this section is found to be in conflict with a provision Unified Development Code, Technical Codes, or Code of Ordinances, existing on the effective date of this code, the provision which establishes the higher standard for the promotion and protection of the health and safety of the community shall prevail.

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Section 18. DEFINITIONS (proposed updates and additions)

Agent- A person with express written consent to act upon another person's behalf (See "Applicant") and/or a person authorized by the owner of a rental housing unit to make or order repairs or service to the unit and authorized to receive notices on behalf of the owner.

Administrative Inspection Warrant - a warrant issued by a Judge or any other person of similar authority enabling an inspector with enforcement powers granted by the City of Starkville to check and verify compliance and/or enforce compliance of the Unified Development Code.

Building official- The City official responsible for issuance of building permits and the administration and enforcement of the Rental Housing Code.

Deterioration- A lowering in quality of the condition or appearance of a building, structure or premises characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, damage or lack of maintenance.

Dwelling or dwelling unit- A house or other building used for residential purposes including accessory use areas, except that the word "dwelling" shall not include boardinghouses or rooming houses, bed and breakfast inns, Airbnb, weekend rentals, gameday rentals, tents, tourist camps, hotels, trailers, trailer camps, or other structures designed or used primarily for transient residents.

Exterior opening- An open or closed window, door or passage between interior and exterior spaces.

IPMC- The International Property Maintenance Code adopted by the City of Starkville.

Legal entity- An association, cooperation, partnership, or individual that has legal standing in the eyes of the law.

Makeshift- Not in accordance with the requirements of this code, any ordinance of the city or rules or regulations adopted thereunder, accepted practices, prevailing standards, design of a licensed contractor or manufacturer's recommendation.

Manager- Any person who has charge, care or control of a rental housing unit.

Rental Housing Unit- Any portion of a dwelling for which payment or other consideration is being made to an owner, agent, or manager for the use or occupancy of that portion as an independent living facility, excluding transient occupancy such as hotels, motels, and short-term rental. It also means each apartment or each rental unit within an apartment complex.

Short-term rental. Any dwelling or portion thereof that is available for use or is used for accommodations or lodging of guests, paying a fee or other compensation for a period of less than thirty consecutive days.

Slum-like- The unsightly condition of a building, structure or premises characterized by deterioration or other similar conditions and the visible outdoor storage of junk, garbage or rubbish, regardless of the condition of other properties in the neighborhood.

Sound condition- Free from decay or defects and in good working condition.

Specific lighting- Any artificial illumination which was designed and installed to provide adequate lighting for a specific area.

Rental Housing Unit Storage- Placing or leaving personal property in a location for the purpose of preservation, seasonal or future use or disposal. No upholstered furniture may be stored on porches.

Vehicle- A self-propelled device used for transportation of people goods over land surfaces and licensed as a motor vehicle.

Vermin- Any animal, insect, and other organism excluding humans whose presence in, on, or around a dwelling or dwelling unit have the potential to constitute a health hazard, and include, but are not limited to, rats, mice, birds, snakes, roaches, lice, bed bugs, spiders, mites, ticks etc.

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AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: December 7, 2021

SUBJECT:
First Public Hearing for amending Chapter 30 of the Code of Ordinances
.

SUMMARY:
"Chapter 30- Business" of the "Code of Ordinance City of Starkville, Mississippi" contains two articles. "Article I" In General is reserved for section 30-01 to 30-25. This section will be repealed at a later date as part of a reorganization of the Code of Ordinance. "Article II Transient Vendors" was originally written in 1977 and updated several times through the years. This proposed update will replace the entire section to modernize the language and requirements of this section. "Article III Sexually Oriented Business" was repealed in December of 2019 and placed into the Unified Development Code. The proposed "Article III- Mobile Food Vendor" provides the requirements for food vendors operating within the right-of-way throughout the city.

There are a total of two public hearings with the Board of Aldermen being proposed. The second public hearing and consideration will be on December 21, 2021.

Both Public hearings were advertised on November 16, 2021 and December 2, 2021 in the Starkville Daily News.

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

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SUGGESTED MOTION:

Chapter 30 – Business

Article II – Transient Vendors

Sec 30-26 - Definition:

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Door to door sales means any activity that includes entering upon private property and solicitation through individual contact or activity where the seller initiates the contact with the buyer on the prospective buyer's private property.~~

~~Person means an individual, corporation, association, partnership or other entity.~~

~~Transient vendor means any person who transacts transient business in this state either in one locality or by traveling from place to place in this state. The term includes a vendor who for the purposes of carrying on such business hires, leases, uses or occupies any building, structure, motor vehicle, railroad car or real property.~~

"Transient vendor" shall be construed to mean and include all persons, both principal or agents, who engage in a temporary or transient business in the city, selling goods, wares, or merchandise, and who for the purpose of carrying on such business hire, lease or occupy any room, building or structure for the exhibition or sale of such goods, wares and merchandise. The person so engaged shall not be relieved from the provisions of this chapter by reason of association temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such temporary or transient business in connection with or as a part of the business of or in the name of any local dealer, trader, merchant or auctioneer.

~~Transient business means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six months in each year, even though the owner of such business may conduct the business at another location for more than six months in each year.~~

Sec 30-27 – Exemptions ~~to article~~:

~~(1) The provisions of this chapter shall not apply to:~~

~~(a) Civic and nonprofit organizations or wholesale sales to retail merchants by commercial travelers;~~

~~(b) Wholesale trade shows or conventions;~~

~~(c) Sales of goods, wares, services or merchandise by sample, catalogue or brochure for future delivery;~~

~~(d) Fairs and convention center activities conducted primarily for amusement or entertainment;~~

~~(e) Any general sale, fair, circus, auction or bazaar sponsored by a church or religious organization;~~

~~(f) Garage sales held on premises devoted to residential use;~~

~~(g) Sales or repairs of crafts or sales or repairs of items made by hand by the person making the crafts or items;~~

~~(h) Duly licensed flea markets operating from a fixed location;~~

~~(i) Sales of agricultural, dairy, poultry, seafood or forest management products or services related to forest management or silvicultural activities, nursery products, foliage plants or ornamental trees, except such products or services sold at retail and not grown or produced within Mississippi;~~

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~~(j) Sales of agricultural services.~~

~~(2) A transient vendor not otherwise exempted from this chapter is not exempted from this chapter because of a temporary association with a local dealer, auctioneer, trader, contractor or merchant, or by conducting the transient business in connection with or in the name of any local dealer, auctioneer, trader, contractor or merchant.~~

The provisions of this chapter shall not apply to sales made by mobile food vendors, civic or non-profit organizations, to dealers by commercial travelers or selling agents in the usual course of business, nor to bona fide sales of goods, wares and merchandise by sample for future delivery, nor to hawkers on the streets, nor peddlers from vehicles, nor to judicial sales directed by law or under order of court, nor to the sales of the common necessities of life in open market, nor to agricultural products or products sold at farmer's markets.

Sec 30-28 – ~~Refusing to leave~~ License Required:

~~Any transient vendor who enters upon premises owned, leased or rented by another and refuses to leave such premises after having been notified by the owner or occupant of such premises, or his agent, to leave the premises and not return thereto shall be deemed guilty of a misdemeanor.~~

No person shall engage in the business or trade of a transient vendor, either as principal or agent, without first securing a transient vendor license from the City of Starkville.

Sec 30-29 - ~~Entrance to premises restricted~~ Fee; bond:

~~It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville.~~

The City Clerk is authorized to grant a transient vendor license upon the payment by such applicant into the city treasury the sum of one hundred dollars ($100.00) and executing a bond to the city in the sum of two thousand dollars ($2,000.00) or 5% of the wholesale value of the property to be sold, and with sufficient sureties, conditioned for a faithful observance of the ordinances of the city.

Sec 30-30 - ~~Misrepresentations concerning goods or services~~ Term of License; renewal:

~~It shall be unlawful for any transient vendor to make false or fraudulent statements concerning the quality or nature of his goods, wares, merchandise or services for the purpose of inducing another to purchase the same.~~

Permission to conduct the business of a transient vendor under a city license shall terminate (48) hours after the issuance of such license. The license is not transferable and is valid only within the territorial

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limits of the municipality. Each transient vendor license is valid for one calendar year from the date of issuance. A license may be renewed on payment of a $25.00 renewal fee and filing for renewal with the city clerk's office before the expiration of the current license.

Sec 30-31 - ~~Locations and hours of business~~ Prohibitions:

~~It shall be unlawful for any transient vendor at any time to engage in the business of door to door sales in any residential neighborhoods. Transient vendors are allowed in areas of higher density residential zoning, R-3 through R-5; commercial zoning and in form based code transect areas, T-4, T-5 and T-6. Transient vendors shall not conduct business in any areas from the hours of 1:00 a.m. to 6:00 a.m. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 60 minutes.~~

It shall be unlawful for any transient vendor to enter upon any private premises when such premises are posted with a sign stating, "no Transient Vendors allowed" or "no solicitations allowed" or other words to that effect. It shall be unlawful for any transient vendor to sell, distribute, or solicit door to door in residential neighborhoods in the City of Starkville. Transient vendors shall not conduct business in any areas from the hours of 9:00 p.m. to 6:00 a.m. Transient vendors shall not leave their businesses parked and unattended while occupying any public space for a period longer than 60 minutes and shall not block or impede pedestrian or vehicular traffic on city right-of-way or on public roadways. Transient vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24-hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the board of aldermen from the time of setup for the approved special event to the time of conclusion of the special event.

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Sec 30-32 - ~~Activity in roadways~~ Posting of Vendor Information:

~~Transient vendors may establish a temporary location within the boundaries and confines of a single public parking space provided they do not impede the use of the adjacent spaces by authorized users and do not utilize any handicap spaces for their operations. Transient vendors shall not remain stationary in a public parking space for longer than 12 hours within a 24-hour period and shall not be allowed to remain overnight in a public parking space. Transient vendors utilizing a public parking space must adhere to existing posted time limits associated with the parking space that they are occupying. Transient vendors must vacate a public space and shall not be allowed to continue operations in areas that are designated for special events as approved by the board of aldermen from the time of setup for the approved special event to the time of conclusion of the special event. Transient vendors shall not block or impede pedestrian or vehicular traffic on public roadways.~~

While transacting the business, a transient vendor shall post in a prominent place, so that they may clearly be seen by purchasers of the merchandise or services which being offered, the state sales tax number, transient vendor license number, and a statement that the vendor is required to give purchasers, at the time of payment, receipts for purchases that include sales tax. The postings required in this section shall be written in bold, legible letters and numbers. The transient vendor shall keep a running total of all sales.

Sec 30-33 - ~~Signage authorized~~ Revocation and Appeal:

~~Transient vendors are authorized to utilize signage that is approved for the district in which they are authorized to conduct business. Any free-standing signage will be removed at the end of the business day and may not remain after the time of the authorized permit period has expired.~~

Any license issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such license shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor. Any person aggrieved by the action of the city clerk in the denial of an application for a transient vendor's license or in the decision with reference to the revocation of a transient vendor's license as provided in this division shall have the right of appeal to the mayor and board of aldermen. Such appeal shall be taken by filing with the mayor and board of aldermen, within ten calendar days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The mayor and board of aldermen shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant.

Sec 30-34—30-50. - Reserved.

~~Sec. 30-47. - License fee; bond requirements.~~

~~(1) Each applicant for a transient vendor license shall pay a license fee of $100.00 with the application, which fee shall be deposited in the general fund of the city. The applicant shall also execute a cash bond or a surety bond issued by a corporate surety authorized to do business in the State of Mississippi in an amount that is the lesser of either $2,000.00 or five percent of the wholesale value of any merchandise or service to be offered for sale by the applicant. The surety bond shall be issued in favor of the City of Starkville and shall be conditioned upon payment of: (a) all taxes due from the applicant to the state or to a political subdivision of the state; (b) any fines assessed against the applicant or the applicant's agents or employees for a violation of this chapter; and (c) any judgment rendered against the applicant or the applicant's agents or employees in a cause of action commenced by a purchaser of merchandise or services not later than one year after the date the merchandise or services were sold by the applicant.~~

~~(2) The transient vendor shall maintain the bond during the period that the vendor conducts business in the City of Starkville and for a period of one year after the termination of the business. After the transient vendor furnishes satisfactory proof to the city clerk that the vendor has satisfied all claims of~~

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~~purchasers of merchandise from or services offered by the vendor and that all sales taxes and other applicable taxes have been paid, the bond shall be released.~~

~~Sec. 30-48. - Application for license.~~

~~(1) Applicants for transient vendor licenses shall file with the city clerk a sworn application giving the following information:~~

~~(a) The name and permanent address of the transient vendor making the application and some form of identification;~~

~~(b) A statement describing the kind of business to be conducted, the length of time for which the applicant desires to transact the business, and the proposed location of the business;~~

~~(c) The name and permanent address of the applicant's registered agent or office; and~~

~~(d) Proof that the applicant has acquired all other required city, county and state permits and licenses. Such proof shall include a Mississippi sales tax number and, if the transient vendor desires to transact business in a municipality, such number shall include such municipality's sales tax diversion code.~~

~~(e) If the applicant is an association or a corporation, the applicant must also include the names and addresses of the members of the association or the officers of the corporation. If the applicant is a corporation, the application must state the date of incorporation and the state in which it was incorporated. If the applicant is a corporation organized under the laws of another state, the applicant must state the date on which the corporation qualified to transact business as a foreign corporation in this state.~~

~~(f) If a vehicle is to be used, a description of such vehicle, together with the license number, copy of the driver's license or other means of identification.~~

~~(g) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any city ordinance, the nature of the offense and the punishment or penalty assessed therefore.~~

~~(h) Transient vendors or vendors selling prepared food must have the required licenses from the applicable state or local entity for such activity.~~

~~(2) The city clerk shall obtain the necessary forms from the state tax commission and shall use same.~~

~~Sec. 30-50. - Giving false information on application.~~

~~It shall be unlawful for any person to give any false or misleading information in connection with his application for a permit required by this division.~~

~~Sec. 30-51. - Registered agent.~~

~~(1) Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the county or municipality for which the license is sought and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.~~

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~~(2) The city clerk shall maintain an alphabetical list of all transient vendors in the municipality and the names and addresses of their registered agents.~~

~~(3) If a transient vendor who does business in a municipality fails to have or to maintain a registered agent or if the designated registered agent cannot be found at the stated permanent address, the city clerk is the agent of the transient vendor for service of process, notices or demands. Service on the city clerk is made by delivering to that office duplicate copies of the process, notice or demand. If such a process, notice or demand is served on the city clerk, one copy shall immediately be forwarded by registered or certified mail to the permanent address of the transient vendor.~~

~~(4) This section does not limit or otherwise affect the right of any person to serve a process, notice or demand in any other manner authorized by law.~~

~~Sec. 30-52. - Investigation of applicant.~~

~~Upon receipt of an application for a permit required by this division, the original shall be referred to the chief of police, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good.~~

~~Sec. 30-53. - Denial authorized; notice.~~

~~If, as a result of the investigation authorized by section 30-52, the applicant's character or business responsibility is found to be unsatisfactory, the chief of police shall endorse on such application his disapproval and his reasons for such disapproval, and return the application to the city clerk, who shall notify the applicant that his application is disapproved and that no permit will be issued.~~

~~Sec. 30-54. - Issuance.~~

~~If, as a result of the investigation authorized by section 30-52, the character and business responsibility of the applicant are found to be satisfactory, the chief of police shall endorse on the application his approval, execute a permit addressed to the applicant for the carrying on of the business applied for and return the permit, along with the application, to the city clerk, who shall, upon payment of the prescribed privilege license fee, deliver to the applicant his permit and issue a license.~~

~~Sec. 30-55. - Contents.~~

~~Every license issued under this division shall contain the signature and seal of the city clerk and shall show the name and address of the licensee, the class of permit and license issued and the kind of goods to be sold thereunder, the date of issuance and the length of time such license shall be operative.~~

~~Sec. 30-56. - Record.~~

~~The city clerk shall keep a permanent record of all licenses issued under the provisions of this division.~~

~~Sec. 30-57. - Disposition of receipts.~~

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~~The taxes and penalties collected under this division shall be paid into the city general fund in the same manner as other taxes collected by the city clerk.~~

~~Sec. 30-58. - Posting of sales tax number, license number and statement concerning sales receipt; vendor to keep a running total of sales.~~

~~While transacting the business, a transient vendor shall post in a prominent place, so that they may clearly be seen by purchasers of the merchandise or services which being offered, the state sales tax number, transient vendor license number, and a statement that the vendor is required to give purchasers, at the time of payment, receipts for purchases that include sales tax. The postings required in this section shall be written in bold, legible letters and numbers not less than one inch in height. The transient vendor shall keep a running total of sales.~~

~~Sec. 30-59. - Issuance of license; validity of license; renewal of license~~

~~(1) — The city clerk shall issue a transient vendor license under this chapter only if all requirements of this chapter have been met. The license is not transferable and is valid only within the territorial limits of the municipality. A license expires 90 days after the day of issuance.~~

~~(2) — A license may be renewed on payment of a $25.00 renewal fee and filing for renewal with the city clerk's office before the expiration of the current license. A license may be renewed only one time after which a licensee must once again purchase a new license pursuant to the provisions of MCA 1972, § 75-85-13, and the City of Starkville Code of Ordinances.~~

~~Sec. 30-60. - Revocation.~~

~~Any license issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or city ordinance. Upon such revocation, such license shall immediately be surrendered to the city clerk, and failure to do so shall be a misdemeanor.~~

~~Sec. 30-61. - Appeals.~~

~~Any person aggrieved by the action of the city clerk in the denial of an application for a transient vendor's license or in the decision with reference to the revocation of a transient vendor's license as provided in this division shall have the right of appeal to the mayor and board of aldermen. Such appeal shall be taken by filing with the mayor and board of aldermen, within ten calendar days after notice of the action complained of has been mailed to such person's last known address, a written statement setting forth fully the grounds for the appeal. The mayor and board of aldermen shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant.~~

~~(Code 1977, § 19-35; Ord. No. 2012-04, 3-6-12)~~

~~Sec. 30-62. - Not transferable.~~

~~No peddler's permit shall be used at any time by any person other than the one to whom it was issued.~~

~~Sec. 30-63. - Altering prohibited.~~

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~~It shall be unlawful for any person to alter or deface any license issued pursuant to this division.~~

~~Sec. 30-64. - Penalties.~~

~~Any person who knowingly or intentionally operates a transient business without a valid license as provided by this chapter or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this chapter shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than $500.00 or be imprisoned for not more than six months, or be both fined and imprisoned. Such person may also be proceeded against by suit, and the city clerk may seize and sell any property of the person liable for the tax and penalty in the same manner as property of taxpayers delinquent for the payment of ad valorem taxes due on personal property may be distrained and sold.~~

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Chapter 30 – Business

Article III - Mobile Food Vendor

Sec 30-51 - Intent:

In the interest of encouraging mobile food vendors who add to the vibrancy and desirability of Starkville, MS while providing a framework under which such businesses operate, this ordinance is established.

Sec 30-52 - Definitions:

For purposes of this chapter, the following words or phrases shall have the following meanings:

A. "Mobile food vendor" shall mean any person engaged in the business of mobile food vending; if more than one individual is operating a single stand, cart, trailer, truck, or other means of conveyance, then vendor shall mean all individuals operating such single stand, cart or other means of conveyance.
B. "Mobile vending unit" means any self-propelled, motorized device or vehicle by which any person or property may be propelled or moved upon a street or highway, or which may be drawn or towed by a self-propelled, motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given.
C. "Mobile vending cart" shall mean a pushcart or non-self-propelled portable stand moved exclusively by human power designed to be readily moveable from which food or beverages are sold from a public sidewalk and not a public street, highway or public parking space.
D. "Public right-of-way" means any city street, alley, road, sidewalk, or other passageway whereby pedestrians or vehicles traverse.
E. "Victuals" means food of any kind that is prepared, packaged or in a form that is suitable for immediate ingestion or consumption by human beings.

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Sec 30-53 - License and Permit Requirements:

A. It shall be unlawful for any person to sell, or offer for sale, food of any type from a mobile vending unit or mobile vending cart without a license first having been granted under this section. This permit does not allow permit holders to operate during city appointed special events without proper authorization from the special event organizers.
B. All mobile food vendors shall obtain and maintain a City of Starkville Privilege License and a Mobile Food Vending Permit for each mobile vending unit/vehicle or mobile vending cart in operation.

C. An application for a license or a permit hereunder shall be submitted to the City Clerk or designee setting forth all information required hereunder and in compliance with this article. All applications shall be filed annually with the City of Starkville and are valid for one (1) calendar year from the date of issuance.

D. The following information shall be provided with each application for a Mobile Food Vendor permit:

1. A copy (if applicable) of the mobile vending unit's valid registration with the Department of Motor Vehicles. It is required that all motorized mobile vending units (food truck or truck & trailer) be registered.
2. A copy (if applicable) of the automobile insurance policy for the mobile food unit, providing coverage for any accident that may occur while in operation.
3. A copy of the commercial general liability insurance coverage policy. Liability coverage of at least $500,000 is required, providing coverage for any accident that may occur while operating on the public rights-of-ways. This coverage shall be valid at the time of application and throughout the duration of the mobile food vendor permit. Additionally, the City of Starkville shall be named as an insured party on the insurance policy.
4. All approvals, inspections, and certificates required by the Mississippi State Department of Health. For information or questions please call: 601-576-7689
5. Applicants must operate under a central kitchen that is approved by the Mississippi Department of Health for food service. A mobile food vehicle may be certified by the Mississippi Department of Health as a central kitchen.
6. The City of Starkville fire inspector will inspect all mobile vending units after applications are submitted. For questions regarding fire requirements please call: 662-323-1845
7. If the mobile vending unit or mobile vending cart will be operating on private property please include documentation and signatures from the property owner(s) indicating consent for the use of their property.

E. The cost for a mobile food vendor permit shall be two hundred fifty dollars ($250.00) per mobile vending unit/ motorized vehicle per year, and one hundred dollars ($100) per mobile vending cart per year. Permits shall be renewed annually from the date of issuance.

F. A permit sticker shall be issued and displayed on the mobile vending unit or mobile vending cart at all times. Replacement permits for an active license shall be provided for a twenty ($20) dollar fee.

G. Permits are non-transferable and non-exclusive.

H. The city may revoke and terminate any permit in the event the vendor violates any term, condition, or provision of the permit, the City of Starkville Code of Ordinances and/or Unified Development Code, state and/or federal law, or if the business license issued by the City for the permitted activity is revoked. The vendor may terminate or surrender the permit at will any time prior to the expiration of the permit by providing written notice to the City Clerk.

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I. All approved mobile food vendors must pay the three (3) percent sales tax required by all food providers in the City of Starkville, along with all other tax and licensing fees required by the State of Mississippi.
J. All mobile food vendors shall affirm, in writing, that the individual or organization will forever indemnify and hold harmless the City of Starkville and all of its agents, employees and representatives from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from operation of a mobile vending unit or mobile vending cart in the public right of way.

Sec 30-54 - Rules and regulations for all mobile vending units and mobile vending carts:

In addition to all other applicable laws pertaining to permits, all mobile food vendors operating pursuant to this division shall also be subject to the following provisions:

A. All motorized mobile vending units shall be registered with a Department of Motor Vehicles. Any driver of a mobile vending unit/vehicle shall possess a valid Driver's License.
B. It shall be unlawful for any mobile food vendor to operate a mobile vending unit or mobile vending cart that is in a defective, unsafe or unsanitary condition in violation of any applicable law or regulation.
C. All mobile food vendors shall comply with all applicable parking, traffic and vehicle safety laws, regulations and restrictions. Mobile vending units may operate from metered locations in approved zones provided they pay the requisite fees and follow any time limitations associated with the location. Mobile vending carts are permitted only on sidewalks.
D. Mobile vending units and mobile vending carts must not be locked or attached to trees, garbage receptacles, street furniture or any other fixture within the public right-of-way.
E. No mobile vending unit may occupy more than two (2) parking spaces on a City street.
F. No mobile food vendor shall operate within thirty (30) feet of any intersection and no part of the mobile food vending unit shall block visibility of adjacent intersections or on-street signage.
G. No mobile food vendor shall operate within three (3) feet of any public or private driveway, wheelchair ramp or bicycle ramp.
H. No mobile food vendor shall operate within twenty (20) feet of a bus stop.
I. No mobile food vendor shall operate within ten (10) feet of a fire hydrant.
J. No mobile vending unit or mobile vending cart shall operate within fifty (50) feet of the front door of a restaurant on Main Street, University Drive, or Russell Street unless written permission is given by all restaurants affected.
K. All mobile vending units and mobile vending carts must have self-contained utilities and shall not use the city's utilities or private utilities without express written permission from the City or the property owner.
L. No mobile food vendor shall sell goods, wares or other items of merchandise other than victuals or marketing items related to the mobile food vendor.

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M. Mobile food vendors shall utilize accessory storage/coolers provided they are composed of hard plastic or metal. Storage containers made of paper, cardboard, or styrofoam are prohibited.

N. Each mobile food vendor shall be allowed a maximum of one (1) sidewalk sign within ten (10) feet of the mobile vending unit or mobile vending cart. No mobile food vendor shall place any chairs, stools, tables or other fixtures, furniture or other obstructions on any portion of the Public Street, sidewalk, or right-of-way. Sidewalk signs shall meet the size and location requirements per the Unified Development Code.

O. The mobile food vendor is responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles are not to be used for this purpose. Vendors must provide their own trash receptacle on-site for patrons. Vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The mobile food vendor must keep all areas within a fifty (50) foot radius of the mobile vending unit clean of grease, trash, paper, cups or cans associated with the mobile vending operation.

P. No mobile food vendor shall dispose of liquid waste or grease in tree pits, storm drains, onto the sidewalks, streets, or other public spaces. Under no circumstances can grease be released or disposed of in the City's sanitary sewer or stormwater system. All waste must be disposed of in accordance with all applicable local, state, and federal laws.

Q. Mobile food vendors shall operate only Thursday - Saturday between the hours of 6:00 a.m. and 2:00 a.m., and on Sunday through Wednesday between the hours of 6:00 a.m. and 12 a.m. All external equipment and accessories must be removed and stored at the end of each day. No mobile vending unit shall be stored, parked or left overnight on City property.

R. All generators associated with a mobile vending unit or mobile vending cart shall provide sound buffering for each generator. At no time shall any generator operate at sixty-five (65) decibels or above measured at twenty-five (25) feet from the generator.

S. It shall be unlawful for any mobile food vendor to operate a mobile vending unit or mobile vending cart in any manner that impedes the flow of vehicular or pedestrian traffic on any public right-of-way.

T. No mobile food vendor shall operate a mobile vending unit or mobile vending cart in any manner that impedes the ingress or egress of a building or structure during its operating hours.

U. No audio amplification system or permanent signage may be installed as part of a mobile food vendor's operation.

V. No mobile food vendor shall use any flashing or blinking lights or strobe lights; all exterior lights shall contain opaque hood shields to direct the illumination downward.

W. No advertising shall be permitted on any mobile vending unit or mobile vending cart, except to post prices and to identify the name of the product or name of the lawful mobile food vendor.

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Sec 30-55 - Violations & Fines:

A. All mobile food vendors must be in compliance with said ordinance. Failure to abide by said ordinance shall result in the following:
    1. A fine not exceeding $150.00 for a first violation.
    2. A fine not exceeding $250.00 for a second violation within one year of any prior violation.
    3. A fine not exceeding $500.00 for a third or more violation within one year of the first.
B. Any offense shall be considered a misdemeanor and is subject to being cited by any authorized law enforcement official in the City of Starkville or with authority to do so in the City of Starkville.
C. Violation of this article may result in the suspension or revocation of any city permit or license issued to the owner or operator of the mobile vending unit or mobile vending cart.
D. Each day on which an infraction of the ordinance occurs shall be considered a separate and distinct violation. All fines collected shall go to the city's general fund.

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AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: December 7, 2021
PAGE: 1

SUBJECT: Consideration and approval of the Mississippi State/Local Government Opioid litigation settlement Memorandum of Understanding

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: The City of Starkville is on the schedule to receive $30,789 in funding

AUTHORIZATION HISTORY: The Board has already approved entering into this litigation process and this resolution is the agreement for the funding settlement.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Chris Latimer

SUGGESTED MOTION:

Move approval of the Mississippi State/Local Government Opioid litigation settlement memorandum of understanding.

MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the State and its communities have been harmed by the actions and nonfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

WHEREAS, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their actions and nonfeasance; and,

WHEREAS, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the harmful impacts throughout the State;

NOW THEREFORE, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Mississippi acting through the Attorney General.

2. "The Parties" shall mean the State and Counties and Municipalities as defined herein.

3. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Local Governments.

4. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

5. "County" shall mean one of the 82 governmental subdivisions in the State recognized and/or established under the Mississippi Constitution of 1890 that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021, or has a population greater than 10,000 individuals.

6. "Municipalities" shall mean cities, towns, or villages within the State with a population greater than 10,000 individuals and shall also include all cities and towns that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021. The singular "Municipality" shall refer to a singular of the Municipalities.

7. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed, or dispensed.

8. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

9. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov.

B. Allocation of Settlement Proceeds

1. All the Opioid Settlement Funds will be deposited into the Attorney General Contingency Fund and thereafter allocated as set forth below:

(a) County/Municipality Fund - 15%. The County/Municipality fund will receive 15% of all Settlement funds for the direct benefit of Mississippi Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other Metrics agreed upon, in writing, by a County and Municipality. Such funds may be spent for opioid abatement, or any purpose deemed appropriate by said County or Municipality.

i. A County or Municipality may receive direct payments from this fund only if it executes a timely release as part of the settlement.

ii. A non-litigating City or Town with a population under 10,000 shall not receive direct payments, but its payments shall instead be allocated to the County in which it is located.

(b) State of Mississippi - 15%. The State will receive 15% of all Opioid Funds paid to the State General Fund.

(c) University of Mississippi Medical Center's Center for Addiction Medicine (CAM) - 70%. The CAM will receive 70% of all Opioid Funds to establish a new multidisciplinary program through Mississippi's only academic medical center dedicated to both short-term and long-term opioid abatement. In the short-term, CAM will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC's Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi. In the long-term, CAM will become a hub for training medical professionals, including those in pharmacy, nursing, and emergency medicine, to screen, diagnose, and treat individuals

with addiction disorders. CAM will make Mississippi a nationally recognized leader in addiction research and treatment.

C. Payment of County/Municipality Counsel and Litigation Expenses

The Parties anticipate that any national settlement will provide for the payment of fees and litigation expenses to counsel for certain Counties and Municipalities. All County/Municipality counsel that seeks attorneys' fees and expenses from their clients shall first seek to recover those amounts from the national settlement. Furthermore, the Parties agree to create a supplemental fee and expense fund (the "County/Municipality Fee Fund" or "CMFF").

1. The CMFF shall be used to pay attorneys' fees and expenses for participating Counties/Municipalities in the State that filed opioid lawsuits on or before August 1, 2021 ("Litigating Participating Counties/Municipalities").

2. The amount of funds to be deposited in the CMFF shall be contingent upon the overall percentage of Incentive Payments awarded to the State under the national settlements and paid pursuant to the following table. In no circumstance shall the CMFF receive more than 7.5% of the net Total Cash Value received by the State, including any funds received from a national fee fund as described above. If the State does not receive at least 65% of the total available Incentive Payments, the CMFF shall be null and void, and no amounts shall be paid into it.

PERCENTAGE OF INCENTIVE PAYMENTS AWARDED	CMFF PERCENTAGE
65%	2%
70%	3%
75%	4%
80%	5%
85%	6%
90%	6.5%
95%	7%
100%	7.5%

3. The Parties further agree no counsel for any Litigating Participating County/Municipality shall recover from any national fee fund and the CMFF a combined contingency fee of more than 15% of the Total Cash Value received by their Litigating Participating County/Municipality client. If there are any funds remaining in the CMFF after payment of fees and expenses consistent with the terms of this MOU, those funds shall revert pro rata to the Litigating Participating Counties/Municipalities.

E. Amendments, Choice of Law, Venue, Consent Decree

1. The Parties agree to make such amendments as necessary to implement the intent of this MOU.

2. The Parties agree that this MOU, any amendments thereto, and any issue arising out of or related to this MOU shall be governed by and interpreted according to the laws of the State of Mississippi. Any action to enforce or interpret this MOU, or to resolve any dispute concerning it, shall be commenced and maintained only in a court of competent jurisdiction in Hinds County, Mississippi. The Parties understand and agree that, in connection with a settlement with any Pharmaceutical Supply Chain Participant, the State may file an appropriate action in a court of competent jurisdiction in Hinds County, Mississippi seeking a consent decree approving such settlement and the allocation of Opioid Funds within the State pursuant to this MOU.

3. The Parties agree that this MOU will apply to any Settlement with a Pharmaceutical Supply Chain Participant that requires State and County/Municipality resolution.

FOR THE STATE:

_____

Attorney General

A RESOLUTION TO JOIN WITH THE STATE OF MISSISSIPPI AS A PARTICIPANT IN THE MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING

A Resolution authorizing the City of Starkville (herein referred to as this "Governmental Unit") to join with the State of Mississippi and other local governmental units as a participant in the

MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING

(the "MOU") and any subsequent Formal Agreements necessary to implement the MOU, including but not limited to, the Subdivision Settlement Participation Form(s) in Exhibit K of the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*[1].

WHEREAS, the City of Starkville has suffered harm from the opioid epidemic;

WHEREAS, the City of Starkville recognizes that the entire State of Mississippi has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Mississippi has a pending action in state court, and a number of Mississippi Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and City of Starkville **is** a litigating participant in that action;

WHEREAS, the State of Mississippi and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Mississippi Memorandum of Understanding (the "MOU") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the MOU will be entered into at a future date; and,

WHEREAS, participation in the MOU by a large majority of Mississippi cities and Counties will materially increase the amount of funds to Mississippi and should improve Mississippi's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the MOU will reduce funds available to the State, [City/County], and every other Mississippi city and County;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the MOU would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic.

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[1] Available at https://nationalopioidsettlement.com/

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the MOU, attached hereto as Exhibit "A."

SECTION 3. That the Mayor of the City of Starkville is hereby expressly authorized to execute the MOU in substantially the form contained in Exhibit "A."

SECTION 4. That outside counsel, Chris Latimer, is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the MOU and this Resolution including but not limited to the Subdivision Settlement Participation Form(s) in the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*[2].

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Mississippi Attorney General

Attorney General Lynn Fitch
c/o Ta'Shia Gordon
Post Office Box 220
Jackson, MS 39205

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of December 7, 2021.

(Mayor)

ATTEST: _____

[2] Available at https://nationalopioidsettlement.com/

Potential State of Mississippi Allocations

State of Mississippi	
Potential Total Cash Value to State of Mississippi	**$ 203,244,859**
Distributor Settlement	$ 165,109,998
Johnson & Johnson Settlement	$ 38,134,861

State Percentage	15%	$ 30,486,729
Local Government Percentage	15%	$ 30,486,729
Abatement Percentage	70%	$ 142,271,401

Local Government Name	Allocation Percentage	Total Cash Value
Adams County	0.8985554216%	$ 273,940
Alcorn County	0.0578204353%	$ 17,628
Amite County	0.2754940940%	$ 83,989
Amory City	0.2123558157%	$ 64,740
Arcola Town	0.0010590102%	$ 323
Attala County	0.4311490985%	$ 131,443
Bay St. Louis City	0.0312282476%	$ 9,520
Benton County	0.1967251759%	$ 59,975
Biloxi City	0.6666667152%	$ 203,245
Bolivar County	0.5054718916%	$ 154,102
Brandon City	0.5588523128%	$ 170,376
Brookhaven City	0.4698551602%	$ 143,243
Byram City	0.0547770198%	$ 16,700
Caledonia Town	0.0030046028%	$ 916
Calhoun County	0.4166915949%	$ 127,036
Canton City	0.3619915401%	$ 110,359
Carroll County	0.2038366637%	$ 62,143
Charleston City	0.0471842538%	$ 14,385
Chickasaw County	0.5125617433%	$ 156,263
Claiborne County	0.1652102095%	$ 50,367
Clarke County	0.5130522705%	$ 156,413
Clarksdale City	0.2782697840%	$ 84,835
Clay County	0.1865950468%	$ 56,887
Cleveland City	0.1379086567%	$ 42,044
Clinton City	0.3246720021%	$ 98,982
Coahoma County	0.4250077645%	$ 129,571
Columbia City	0.1700487562%	$ 51,842
Columbus City	0.7062833075%	$ 215,323
Copiah County	0.7241150434%	$ 220,759
Corinth City	1.5816650367%	$ 482,198
Covington County	0.6174640329%	$ 188,245
Desoto County	2.2522818993%	$ 686,647

The numbers and percentages here were established in the multi-state settlement agreements.

Potential State of Mississippi Allocations

Diamondhead City	0.0001706110%	$	52
D'Iberville City	0.0449484740%	$	13,703
Forrest County	3.0616578309%	$	933,399
Franklin County	0.2581639509%	$	78,706
Gautier City	0.1321929417%	$	40,301
George County	1.0403945717%	$	317,182
Greene County	0.2954899300%	$	90,085
Greenville City	0.0843269046%	$	25,709
Greenwood City	0.5943132978%	$	181,187
Grenada City	0.0561118483%	$	17,107
Grenada County	0.5273941617%	$	160,785
Gulfport City	8.3663540145%	$	2,550,628
Hancock County	2.4130689411%	$	735,666
Harrison County	1.2874717830%	$	392,508
Hattiesburg City	0.3244941241%	$	98,928
Hernando City	0.4436375568%	$	135,251
Hinds County	2.0952971862%	$	638,788
Holly Springs City	0.1633561159%	$	49,802
Holmes County	0.3335097492%	$	101,676
Horn Lake City	0.6541187991%	$	199,419
Humphreys County	0.1378211215%	$	42,017
Indianola City	0.0232788997%	$	7,097
Issaquena County	0.0176264413%	$	5,374
Itawamba County	1.0551186447%	$	321,671
Iuka City	0.2863702538%	$	87,305
Jackson City	2.7023863218%	$	823,869
Jackson County	7.6803914141%	$	2,341,500
Jasper County	0.3935030381%	$	119,966
Jefferson County	0.0988397371%	$	30,133
Jefferson Davis County	0.3525640043%	$	107,485
Jones County	2.2305784671%	$	680,030
Jonestown	0.0093639488%	$	2,855
Kemper County	0.2230598782%	$	68,004
Kosciusko City	0.0409900684%	$	12,497
Lafayette County	0.7071898743%	$	215,599
Lamar County	1.3147234572%	$	400,816
Lauderdale County	1.4754252762%	$	449,809
Laurel City	0.1490470917%	$	45,440
Lawrence County	0.3439515365%	$	104,860
Leake County	0.5816535679%	$	177,327
Leakesville Town	0.0098671934%	$	3,008
Lee County	1.4806197441%	$	451,393

The numbers and percentages here were established in the multi-state settlement agreements.

Potential State of Mississippi Allocations

Leflore County	0.1021569890%	$	31,144
Lincoln County	0.5759063072%	$	175,575
Long Beach City	0.1395044390%	$	42,530
Lowndes County	0.9420210831%	$	287,191
Lumberton City	0.0399107435%	$	12,167
Madison City	0.5744347258%	$	175,126
Madison County	1.0823035941%	$	329,959
Marion County	1.6326205690%	$	497,733
Marshall County	0.6301070815%	$	192,099
McComb City	1.1167372797%	$	340,457
McLain Town	0.0044727159%	$	1,364
Meridian City	1.1199849989%	$	341,447
Monroe County	0.8156743334%	$	248,672
Morton City	0.0608711179%	$	18,558
Moss Point City	0.0032946249%	$	1,004
Mound Bayou City	0.0141407255%	$	4,311
Natchez City	0.1096011104%	$	33,414
Neshoba County	1.0218759326%	$	311,537
Nettleton City	0.0308828966%	$	9,415
New Albany City	0.2738041701%	$	83,474
Newton County	0.5475288979%	$	166,924
Noxubee County	0.1854222409%	$	56,529
Ocean Springs City	0.1200514860%	$	36,600
Oktibbeha County	0.7901312461%	$	240,885
Olive Branch City	1.0945524041%	$	333,693
Oxford City	0.6023909754%	$	183,649
Panola County	1.1292595959%	$	344,274
Pascagoula City	0.2503734877%	$	76,331
Pearl City	1.1995158031%	$	365,693
Pearl River County	3.0639700802%	$	934,104
Perry County	0.3702849175%	$	112,888
Petal City	0.0272749619%	$	8,315
Philadelphia City	0.1157782842%	$	35,297
Picayune City	0.5909943943%	$	180,175
Pike County	0.1098336566%	$	33,485
Pontotoc County	1.1521949614%	$	351,267
Prentiss County	0.8003205029%	$	243,992
Quitman City	0.0882346059%	$	26,900
Quitman County	0.2144538516%	$	65,380
Rankin County	3.4781979735%	$	1,060,389
Ridgeland City	0.7160173813%	$	218,290
Scott County	0.6338900864%	$	193,252

The numbers and percentages here were established in the multi-state settlement agreements.

Potential State of Mississippi Allocations

Shannon Town	0.0294620194%	$	8,982
Shubuta Town	0.0061692462%	$	1,881
Simpson County	0.9226578124%	$	281,288
Smith County	0.3884281464%	$	118,419
Southaven City	1.5613575424%	$	476,007
Starkville City	0.1009907895%	$	30,789
Stone County	0.5665672976%	$	172,728
Summit Town	0.0051302205%	$	1,564
Sunflower County	0.4670675785%	$	142,394
Tallahatchie County	0.2616428951%	$	79,766
Tate County	1.1596143086%	$	353,528
Tippah County	0.6694448826%	$	204,092
Tishomingo County	1.3228148432%	$	403,283
Tunica County	0.1794601061%	$	54,712
Tupelo City	1.4823597116%	$	451,923
Union County	0.4972391282%	$	151,592
Verona City	0.0615943563%	$	18,778
Vicksburg City	0.7361603756%	$	224,431
Walthall County	0.4965472701%	$	151,381
Warren County	0.5623145758%	$	171,431
Washington County	0.9231635344%	$	281,442
Wayne County	0.9446965207%	$	288,007
Waynesboro City	0.0135065086%	$	4,118
Webb Town	0.0120785295%	$	3,682
West Point City	0.2123222881%	$	64,730
Wiggins City	0.1732117480%	$	52,807
Yalobusha County	0.2996115144%	$	91,342
Yazoo City	0.2548364591%	$	77,691
Yazoo County	0.4237566726%	$	129,190

Estimates based on full political subdivision participation.

The numbers and percentages here were established in the multi-state settlement agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"County" shall mean Oktibbeha County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

"Mayor" shall mean the Mayor of the Municipality.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Purchaser" shall mean the purchaser of the Bonds.

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

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

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

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

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

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

"State" shall mean the State of Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I.
STATUTORY AUTHORITY; SALE AND AWARD OF BONDS

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

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

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

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

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

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

ARTICLE II.
ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS

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

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

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

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

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

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

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

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

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

ARTICLE III.
AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS

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

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

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

(d) Optional Redemption.

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

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

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

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

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

SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.

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

(b) So long as any of the Bonds shall remain outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Bonds. The Paying Agent is hereby appointed registrar for the Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, pursuant to such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

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

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

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

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

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

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

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

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

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

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

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

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

NO. R-_____ $_____

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

Registered Owner:

Principal Amount: _____ DOLLARS

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

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest set forth above, payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year until said principal sum is paid, to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the fifteenth day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this Bond shall be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) to such registered owner at his address as it appears on such registration records. The registered owner hereof may change such address by written notice to

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

This Bond is one of a series of bonds of like date of original issue, tenor, and effect, except as to denomination, number, rate of interest, and date of maturity, issued in the aggregate authorized principal amount of $_____ to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project.

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

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

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

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

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

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

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

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

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

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

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security pursuant to the Bond Resolution until the "Certificate of Registration and Authentication" hereon shall have been signed by the Paying Agent.

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

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

City of Starkville, Mississippi

_____

Mayor

Attest:

_____

City Clerk

(seal)

Registration and Validation Certificate

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

City of Starkville, Mississippi

_____
City Clerk

(seal)

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

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

_____, _____, _____,
as Paying Agent

_____
Authorized Signatory

Date of Registration and Authentication: _____

<u>Assignment</u>

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

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

Signature guaranteed:

_____
(Bank, Trust Company or Paying Agent)

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

_____

(Authorized Signatory)

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

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

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

_____

ARTICLE IV.
SECURITY FOR THE BONDS

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

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

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

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

ARTICLE V.
TIF REVENUES AND APPLICATION THEREOF

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

SECTION 5.02. BOND FUND; DISCONTINUANCE OF PAYMENTS.

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

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

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

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

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

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

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

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

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

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

ARTICLE VI.
IMPROVEMENT FUND

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

ARTICLE VII.
COVENANTS OF THE MUNICIPALITY

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

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

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

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

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

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

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Bonds in a manner or for a price which would cause any of the Bonds to be or become an "arbitrage bond" within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation,

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

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

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

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

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

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

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

additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

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

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

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

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

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

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

ARTICLE VIII.
DEFAULT

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

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

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

ARTICLE IX.
ADDITIONAL BONDS; DEFEASANCE

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

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

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

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

(b) Such Additional Bonds:

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

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

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

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

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

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

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

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

ARTICLE X.
MISCELLANEOUS

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

SECTION 10.02. MODIFICATION OR AMENDMENT. (a)No material modification or amendment of the Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Bonds, as the same mature and become due, from the TIF Revenues, or reduce such percentage of Holders

of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

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

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

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

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

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

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

SECTION 10.04. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any moneys are required to be deposited into any fund or account pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the Funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a Fund, and no interest shall accrue for the period after such date.

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

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

SECTION 10.07. PRIVATE PLACEMENT MEMORANDUM. The Governing Body hereby approves the execution and distribution of a Private Placement Memorandum, if any.

SECTION 10.08. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Attachment D** hereto.

SECTION 10.09. CERTIFICATES OF TAX ASSESSOR OF THE COUNTY. The City Clerk is hereby authorized and directed to request and deliver a certificate each year from the Oktibbeha County Tax Assessor while the TIF Plan is in effect certifying the Captured Assessed Value of the real and personal property included in the TIF Plan, in substantially the forms attached hereto as **Attachment A**.

SECTION 10.10. BOOK-ENTRY ONLY SYSTEM. Notwithstanding anything herein to the contrary and unless specifically declined by the Purchaser of the Bonds, the Bonds shall be initially issued in the form of a separate, single, and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipal and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of the Bond Resolution to the contrary, the Municipal and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of

the respective Registered Owners, as shown in the Bond Register as provided in the Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in the Bond Resolution shall refer to such new nominees of DTC.

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

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

ARTICLE XI.
FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE; DESIGNATION OF BONDS

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

SECTION 11.02. REPEALING CLAUSE AND EFFECTIVE DATE. All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of the Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, the Bond Resolution shall become effective immediately upon the adoption thereof.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, _____, 20_____.

City of Starkville, Mississippi

_____
Mayor

ATTEST:

_____
City Clerk (seal)

<u>Attachment A</u>

Certificate of the Oktibbeha County Tax Assessor

ASSESSMENT CERTIFICATE OF OKTIBBEHA COUNTY TAX ASSESSOR

I, Allen Morgan, Tax Assessor of Oktibbeha County, Mississippi (the "County"), do hereby certify as follows with regards to the MSU Portion of the TIF District (defined below) all as described in the *Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, As Amended and Restated, March 2014* (the "TIF Plan") adopted by the City of Starkville, Mississippi (the "City").

1) The Original Assessed Value (defined below) of the MSU Portion of the TIF District as of June 2008, was $0.0 according to its then most recently determined valuation.

The "Original Assessed Value" resulted in:

CITY TAXES:	$ 0.0 at 19.55 mills
COUNTY TAXES:	$ 0.0 at 50.54 mills
SCHOOL TAXES:	$ 0.0 at 66.17 mills

2) The Current Assessed Value of the MSU Portion of the TIF District as of November 1, 2021, is $1,673,292 according to the most recently determined valuation, consisting of $1,506,045 in real property and $167,247 in personal property.

3) The Captured Assessed Value of the MSU Portion of the TIF District as of November 1, 2021, is $1,673,292 according to the most recently determined valuation, consisting of $1,506,045 in real property and $167,247 in personal property.

4) The anticipated incremental increase in ad valorem taxes for the 2021 tax year (being due and payable on or before February 1, 2022) resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is:

CITY TAXES:	$50,416.34 at 30.13 mills
COUNTY TAXES:	$92,114.85 at 55.05 mills
*SCHOOL TAXES:	$110,705.00 at 66.16 mills

IN WITNESS WHEREOF, I have hereto set my hand on this the 22 day of November, 2021.

Allen Morgan

ALLEN MORGAN, TAX ASSESSOR
OKTIBBEHA COUNTY, MISSISSIPPI

Barbara Cupage
Deputy Clerk

The following definitions apply:

Captured Assessed Value: is as defined in Section 21-45-21(3) of the TIF Act and set forth below:

(3) Any amount by which the current assessed value of the real property, including personal property located thereon, described in the redevelopment plan exceeds the original assessed value shall be referred to as the "captured assessed value." The clerk shall certify the amount of the captured assessed value to the municipality each year for the duration of the tax increment financing plan.

Current Assessed Value: as defined under Section 21-45-21(2) of the TIF Act and set forth below:

(2) Each year thereafter, the clerk and the State Tax Commission, if applicable, shall certify the amount by which the assessed value of real property, including personal property located thereon, described in the tax increment financing plan has increased or decreased from the original assessed value. These assessed values shall be, and will be referred to as, the "current assessed value."

MSU Portion of the TIF District: the real property, including personal property located thereon, as set forth in the TIF Plan, the map attached hereto as Exhibit A, and consisting of the following tax parcels:

2014 Parcel Nos.	2021 Parcel Nos.	Owner
101D-00-316.00	101D-00-316.00	550 Russell LLC
	101D-00-316.01	550 Russell LLC
	101D-00-316.02	550 Russell LLC
	101D-00-316.04	550 Russell LLC
	101D-00-316.05	Parkman Properties LLC
	101D-00-316.06	550 Russell LLC
	101D-00-316.07	550 Russell LLC
	101D-00-316.08	550 Russell LLC
	101D-00-316.09	Dixie Family Trust
	101D-00-316.10	550 Russell LLC
	101D-00-316.11	550 Russell LLC
	101D-00-316.12	Nowell Charles
101D-00-342.00	101D-00-342.00	MSU
101D-00-410.00	101D-00-410.01	Cooley Cntr. LLC
101D-00-411.00	101D-00-411.00	Cooley Center Hotel LLC
101D-00-412.00	101D-00-412.00	Russell Street Dev. LLC
	101D-00-412.01	550 Russell LLC
101D-00-413.00	101D-00-413.00	MSU
101D-00-414.00	101D-00-414.00	MSU

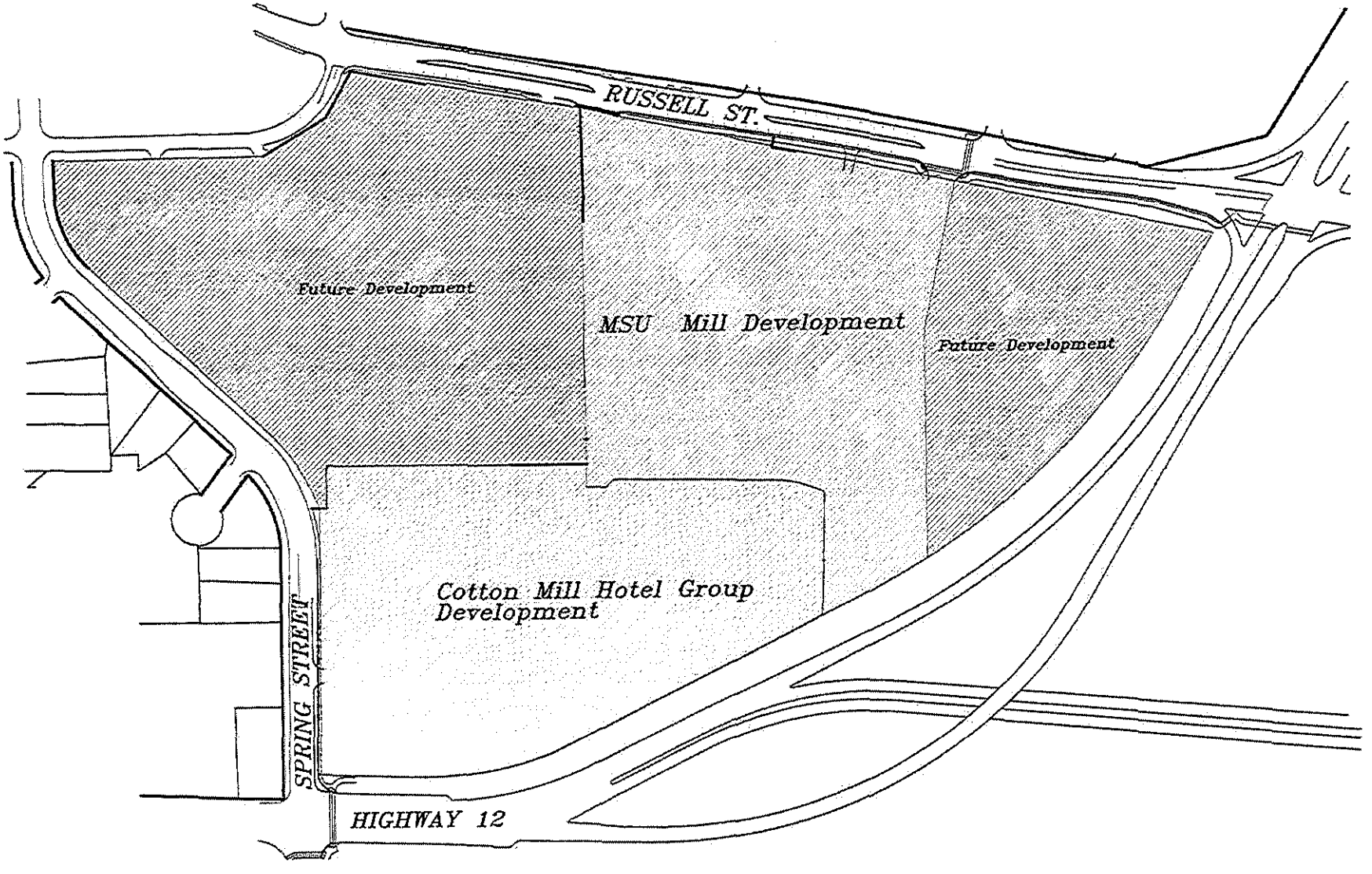
Original Assessed Value: as defined under Section 21-45-21(1) of the TIF Act and set forth below:

(1) After adoption of a redevelopment plan containing a tax increment financing plan the clerk shall certify the assessed value of the real property, including personal property located thereon, described in the tax increment financing plan. Property taxable at the time of the certification shall be included in the assessed value at its most recently determined valuation. Property exempt from taxation at the time of the request shall be included at zero unless it was taxable when the tax increment financing plan was approved, in which case its most recently determined assessed valuation before it became exempt shall be included. These assessed values shall be, and will be referred to as, the "original assessed value."

TIF Act: shall mean Mississippi Code Annotated Section 21-45-1, et. seq., as amended from time to time.

EXHIBIT A
Assessment Certificate of
Oktibbeha County Tax Assessor

Tax Increment Financing District
Cotton Mill Marketplace Project



<u>Attachment B</u>

Bond Purchase Agreement

CITY OF STARKVILLE, MISSISSIPPI
$_____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2021
(MSU PORTION OF THE COTTON MILL MARKETPLACE PROJECT)

Date: _____, 20__

BOND PURCHASE AGREEMENT

Mayor and Board of Aldermen
City Hall
110 West Main Street
Starkville, Mississippi 39759

_____, with its principal offices located in _____, _____ (the "Purchaser"), offers to enter into this Bond Purchase Agreement (the "Agreement") with the City of Starkville, Mississippi (the "Municipality"), for the purchase of the Municipality's $_____ Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project) (the "Bond"), which, upon the Municipality's acceptance, will be binding upon the Municipality and the Purchaser. This offer is made subject to acceptance by the Municipality at or prior to the end of the day on the date hereof and if not so accepted will be subject to withdrawal by the Purchaser upon written notice delivered to the Municipality by the Purchaser at any time prior to acceptance by the Municipality.

All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the resolution authorizing and directing the issuance of the Bond, adopted _____, 20__, by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality (the "Bond Resolution"); the *Tax Increment Financing Plan, Cotton Mill Marketplace Project, Starkville, Mississippi, June 2008, as Amended and Restated March 2014* (the "TIF Plan"); or the Development and Reimbursement Agreement between the Municipality and Cooley Center, LLC, a Mississippi limited liability company and Cooley Center Hotel, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the "Developer") dated April 17, 2013 (the "Development and Reimbursement Agreement").

1. BACKGROUND

(a) The Municipality will issue and sell its Bond. The Bond is being issued to pay or reimburse all or a portion of the costs of a conference/meeting center, hotels, retail, commercial and office development, parking facilities, public infrastructure, and related site improvements and other activities to serve the Cotton Mill Marketplace Project, located on 39.4 acres at the intersection of Highway 12 and Russell Street, as described more fully in the TIF Plan, located in the city limits of the Municipality (the "Project").

(b) The Bond will be issued pursuant to the authority of the Constitution and statutes of the State of Mississippi (the "State"), including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution

(c) The Bond is a limited obligation of the Municipality payable from a sufficient amount of the TIF Revenues (as defined in the Bond Resolution). A sufficient amount of the TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bond and to make the payments into the Bond Fund provided for in the Bond Resolution.

(d) The Bond shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

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

(f) In reliance upon the opinion of Watkins & Eager PLLC, Jackson, Mississippi ("Bond Counsel"), interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions, and the Bond will be designated as a Qualified Tax-Exempt Obligation within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations thereunder (the "Code").

2. REPRESENTATIONS OF THE MUNICIPALITY

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

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

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

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

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

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

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's

knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bond, this Agreement or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

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

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

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

3. COVENANTS OF THE MUNICIPALITY

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

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

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

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

(d) As required by the Purchaser, a sufficient portion amount of the proceeds of the sale of the Bond or other legally available funds of the Municipality shall be deposited into the Reserve Fund established by the Bond Resolution, in an amount sufficient to satisfy the Debt Service Reserve Requirement.

4. PURCHASE, SALE, AND DELIVERY OF THE BOND; FUNDS

(a) On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set

forth, on the Closing Date (as defined herein), the Purchaser agrees to purchase from the Municipality and the Municipality agrees to sell to the Purchaser the Bond for a purchase price of $_____, representing the par amount thereof.

(b) The Municipality will deliver the Bond to or for the account of the Purchaser against payment of the purchase price therefor by wire transfer by the Purchaser, or by the Placement Agent on behalf of the Purchaser, of immediately available funds to the account of the Municipality at or prior to _____ p.m. on _____, 20__, or such other place, time, or date as shall be mutually agreed upon by the Municipality and the Purchaser (the "Closing Date").

(c) The Bond may be in printed, engraved, typewritten, or photocopied form, and each such form shall constitute "definitive form."

(d) On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date, the Purchaser agrees to purchase the Bond from the Municipality and the Municipality agrees to sell the Bond to the Purchaser for a purchase price of $_____, at the following principal amount, rate, and maturity:

Year of Maturity	**Principal Amount**	**Interest Rate**
20__	$_____	_____%

(e) The Bond shall be in registered form; shall be dated and issued _____, 20__; shall be in the denomination of $100,000 or any integral multiple of $5,000 in excess thereof up to the amount of a single maturity; shall be numbered from one (1) upward in order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at _____, _____, _____, said bank to act as paying agent, registrar and transfer agent (the "Paying Agent") for the Bond; shall bear interest from the date thereof at the rates hereinafter set forth, payable on _____ 1, 20__, and is a term bond subject to mandatory sinking fund redemption prior to their scheduled maturity in the principal amounts and in the years listed below at a redemption price of one hundred percent (100%) of the principal amount redeemed plus accrued interest payable semiannually on _____ 1 and _____ 1 in each year, beginning _____, 20__, on the redemption date in accordance with the following schedule:

Year of Maturity	**Principal Amount**	**Interest Rate**
20__	$_____	_____%

Year of Maturity	**Principal Amount**	**Interest Rate**
20__*		

*Final Maturity

(f) The Bond is subject to redemption prior to maturity at the election of the Municipality, either in whole or in part on any date at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each redemption, if any, shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to the Registered Owners of the Bond to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent.

(g) In connection with the purchase, sale, and delivery of the Bond, the Purchaser represents and warrants to the Municipality the following:

(1) The Bond will be sold and purchased as set forth in Section 4 hereof through a private sale to qualified institutional buyers or investors in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1);

(2) [A private placement memorandum (the "Private Placement Memorandum") has been distributed in connection with the sale and issuance of the Bond;]

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

(4) The Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Bond;

(5) The Purchaser has read and understands the Bond Documents (hereinafter described);

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

(7) The Purchaser recognizes that Bond Counsel and Christopher J. Latimer, Mitchell, McNutt & Sams, Starkville, Mississippi (the "Counsel to the Municipality") are not responsible for any information contained in or omitted from materials regarding the Municipality and that it does not look to Bond Counsel or Counsel for the Municipality to obtain such information on its behalf; and

(h) While it has no present intention to resell or otherwise dispose of the Bond purchased by it, the Purchaser (or if the Bond is to be placed with qualified buyers, then such qualified buyers) agrees that any sale or transfer of the Bond, other than in a primary offering as defined in Securities and Exchange Commission Rule 15c2-12, will be in principal amounts of not less than $100,000 each or any integral multiple of $5,000 in excess thereof up to the amount of a single maturity, and the Purchaser assumes the responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of the resale of the Bond. The Purchaser further agrees to require any buyer or other transferee to acquire the Bond subject to the transfer restrictions set forth in this paragraph.

5. BOND DOCUMENTS

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

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

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

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

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

(c) The Municipality shall have received the approving opinion of Bond Counsel, in form and substance acceptable to the Purchaser.

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

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

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

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

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

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

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

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

(j) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this

Agreement and the transactions contemplated hereby, the Bond and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

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

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

7. TERMINATION

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

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

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

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

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

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

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

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

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

8. CONDITION OF THE MUNICIPALITY'S OBLIGATIONS

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

9. NOTICES

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

Municipality: City of Starkville, Mississippi
Attention: City Clerk
110 West Main Street
Starkville, Mississippi 39759

Purchaser: _____

Placement Agent: _____

10. SUCCESSORS

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

11. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

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

12. GOVERNING LAW

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

13. MISCELLANEOUS

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

14. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

Very truly yours,

_____, _____, _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

City of Starkville, Mississippi

_____
Mayor

_____
City Clerk

(seal)

<u>Attachment C</u>

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

$_____ 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: _____, 20__

Attachment E

Letters of Disclosure and Engagement

WATKINS & EAGER

Attorneys and Counselors at Law

est. 1895

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November 2, 2021

Christopher J. Latimer, Esq,
Mitchell, McNutt & Sams, P.A.
1216 Van Buren
Oxford, Mississippi 38655

RE: $700,000 Tax Increment Financing Revenue Bonds, Series 2021 (Cooley Center Project), for the City of Starkville, Mississippi

Dear Chris:

This letter will confirm the selection by the City of Starkville, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Special Counsel to the Municipality with respect to the development of the tax increment financing plans related to the development of the Cooley Center, a hotel, and parking facilities in the Municipality (the "Project") and as Bond Counsel with respect to any issuance of tax increment financing revenue bonds of the Municipality related to the Project (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake as Special Counsel and as Bond Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities and be compensated by you for performing in such role.

Proceeds of the Bonds are expected to be used to provide funds to pay the costs of improvements to road and bridge infrastructure of the Municipality and to pay the related costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Scope of Engagement and Duties to Be Performed

As Special Counsel, we will undertake to draft the usual documents associated with the development and approval of the redevelopment plan of the Municipality (the "Redevelopment Plan"), the tax increment financing plan for the Project (the "TIF Plan"), the creation of the tax increment financing district for the Project (the "TIF District"), the authorization, execution, and filing of the interlocal agreement for the Project (the "Interlocal Agreement"), the authorization and execution of the development and reimbursement agreement for the Project (the "Development Agreement"), and the issuance of the Bonds for the Project.

As Bond Counsel, our chief function is to render an objective legal opinion with respect to the authorization and issuance of the Bonds, the validity and binding effect of the Bonds, the

source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi income tax purposes. Assuming that no legal impediments to the issuance of the Bonds become apparent, we would contemplate furnishing to the financial institution or other party purchasing the Bonds (the "Purchaser") our approving opinion as to the validity of the Bonds, which opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"), and will be based on facts and law existing as of its date. Upon delivery of the opinion with respect to the original issuance of the Bonds, our responsibilities as Bond Counsel will be concluded with respect to this financing.

In addition to rendering our approving opinion upon the issuance of the Bonds, we will draft or review the basic legal documents required for authorization, securing, issuance, and sale of the Bonds, and all related Municipality proceedings and resolutions which might be required. We will undertake or coordinate validation proceedings under Mississippi law. We will also prepare or furnish the incidental closing documents (excepting those customarily prepared or furnished by the Municipality or Purchaser or their respective counsel), including various certificates to be signed by the Municipality, and the form of opinion which will be required from the Municipality's counsel.

In addition, in connection with the delivery of our opinion, we may require that the proceedings for the issuance of such Bonds include other items, including the following:

(a) certificates from the Municipality's officials dealing with incumbency, financial condition, litigation, regulatory approval, due authorization, and various factual matters;

(b) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

Although we ordinarily draft suggested forms for these and other customary closing papers, we do not assume responsibility for verifying the truth of facts certified as true by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine.

We assume that we will have the full cooperation of the Municipality, the Purchaser, and any others necessary to successfully complete this financing, including counsel to the parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the financing.

Compensation and Reimbursement

We propose that our fees as Special Counsel for the development of the Project and as Bond Counsel for the issuance of the Bonds will be an amount to be negotiated, plus expenses.

Our fee will be based upon (i) our current understanding of the terms, structure, size, and schedule of the financings which may be represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financings, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to our fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

Documents and Files

Subsequent to the Closing, we will provide you with a copy of the Closing transcript relating to the issuance of the Bonds. In addition, any documents or related materials which you have provided to us in connection with our participation in the transaction will be returned to you at your request. All other documents, materials, and work product of any kind shall constitute our own files and property and will be retained or discarded at any time at our sole discretion.

Waiver of Conflicts

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the Municipality is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the Municipality.

We have reviewed the relationship between our responsibilities as Special Counsel and as Bond Counsel (which will primarily consist of development of the Project, drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the Bonds) and our representation of other clients, in unrelated matters as described above, and we have concluded that the performance of our responsibilities as Special Counsel and as Bond Counsel will not be affected by our representation of other clients.

It is our understanding that the Municipality consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Miscellaneous

Once the initial Project is complete and the Bonds are issued, our engagement as Special Counsel and as Bond Counsel will be completed. Except the completion and distribution of the transcripts, we will have no further obligations as Special Counsel for the Project and as Bond Counsel with regard to the Bonds.

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Bonds which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our approving legal opinion.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,

Watkins & Eager PLLC

Brad C. Davis

Accepted and Agreed to this day, _____, 2021.

City of Starkville, Mississippi

By: _____

AGENDA ITEM DEPT.: Administration

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: December 7, 2021
PAGE: 1

SUBJECT: Consideration and approval of a traffic study to determine the potential need for additional right of way or easements for infrastructure access from Highway 12 to the city limits down South Montgomery Street.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: The City of Starkville is potentially a recipient of additional federal infrastructure funds that might be available for projects such as road widening that would allow for this project to become viable in the near future. This would be preparation for the receipt of additional funds in the near term or plans for potential improvements in the coming years.

AUTHORIZATION HISTORY: There have been studies done recently associated with the Claiborne and Oakvale, and one done in 2012 (included with the agenda item) this would allow for an updated plan.

REQUESTING DEPARTMENT: Administration

DIRECTOR'S AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Alderman Rupp

SUGGESTED MOTION:

Move approval of seeking proposals for an updated traffic study for South Montgomery from Highway 12 to the city limits.

SOUTH MONTGOMERY STREET CORRIDOR STUDY

POOR HOUSE ROAD TO ACADEMY ROAD

REPORT

May 23, 2012

Prepared for:

City of Starkville, MS

Kimley-Horn
and Associates, Inc.

SOUTH MONTGOMERY STREET CORRIDOR STUDY

POOR HOUSE ROAD TO ACADEMY ROAD

REPORT

May 23, 2012

Prepared for:

City of Starkville, MS

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Appendix

Study Corridor Limits

Proposed Corridor Improvements (Alternate 1)

2011 Capacity Analyses (Existing Conditions)

2035 Capacity Analyses (Existing Conditions)

2035 + 50% Capacity Analyses (Proposed Conditions)

Public Meeting Information

INTRODUCTION

As residential development continues to grow south of downtown Starkville along South Montgomery Street and Louisville Street, traffic volumes have continued to grow, particularly during the morning and afternoon peak hours of travel. This increase in traffic has raised concerns that efforts must be made to provide roadway improvements and modifications sufficient to address the current traffic conditions in addition to planning improvements that will accommodate the anticipated growth over the next 10 to 20 years.

This study effort is focused on South Montgomery Street. The identified study corridor extends from Poor House Road to Academy Drive and is approximately 2.7 miles in length. With the exception of some intersection improvements associated with the signalized intersection at Academy Road, the remainder of the corridor has maintained a two-lane rural cross-section. The residential development along the corridor has been mainly in the form of subdivisions with on connectivity other than South Montgomery Street. The residential growth has been from north to south along the corridor with multiple parcels of vacant land remaining that is expected to be utilized for continued residential development.

The purpose of this study effort is to review the existing conditions along the corridor, develop realistic traffic projections for the next 10 to 20 years, and recommend both interim and long-term corridor improvements that will provide adequate capacity and safety along the corridor in the years to come. Any recommended improvements will be consistent with the City's vision for future growth and implementable as funding becomes available.

STUDY AREA

As noted previously the South Montgomery Street Corridor study limits are Poor House Road on the south and Academy Road on the north. The study corridor is approximately 2.7 miles in length with the southern limits (Poor House Road) outside the corporate limits of Starkville. The reason for extending the study corridor southward to Poor House Road is there needs to be a logical terminus. A city limit or a county line is not considered a logical terminus according to the Federal Highway Administration (FHWA). In addition, Academy Road and Poor House Road provide the only east/west connections to other north/south arterials within the corridor. Academy Road extends to the west to provide a connection to Louisville Street. Poor House Road provides connections to Louisville Street and Highway 25 to the west and Oktoc Road to the east. No other streets along the corridor provide access to any facilities that parallel South Montgomery Street. Traffic data was obtained for the following intersections within the corridor.

A. Poor House Road
B. Fairway Drive
C. Laurel Hill Drive
D. Huntington Drive/Country Club Road
E. Banyan Road,
F. Greenbriar Street,
G. Colonial Circle,
H. Shadowood Lane,
I. Sherwood Road, and
J. Academy Road.

EXISTING CONDITIONS

The existing conditions of the corridor were reviewed and documented to establish a comparative baseline for projecting future traffic growth. An initial corridor review was conducted which included observations of traffic flow and measurements to confirm geometric data obtained from existing maps, plans and aerial photography. Historic vehicular crash data for the corridor was obtained for review and to determine where, if any, crashes had occurred in excess of what would be anticipated for such a corridor.

Other data were obtained such as the Starkville Zoning District Map and Future Land Use Map to assist in determining probable future growth with the corridor. Numerous discussions were held with public officials and a public meeting was held to gather input from citizens and listen to their concerns regarding the corridor.

Data Collection

Traffic counts were conducted in September, 2011 (on Tuesdays, Wednesdays and Thursdays), between the hours of 6:00 a.m. to 9:00 a.m., 11:00 a.m. to 1:00 p.m., and 2:00 p.m. to 6:00 p.m. Figure 1 illustrates the existing AM and PM peak hour volumes for the corridor which were typically 7:00 a.m. to 8:00 a.m. and 5:00 p.m. to 6:00 p.m. Since the data was collected on various days, some slight adjustments were made to balance the traffic on South Montgomery Street. The raw count data is included in the Appendix of this report. The posted speed limit along the corridor is 35 mph.

Measurements of the pavement width and clearances to obstructions in some key locations along South Montgomery Street. In addition, measurements were also taken along some of the intersecting streets with the corridor.

Within the study corridor, South Montgomery Street maintains a rural two-lane cross-section with open ditches on either side from Poor House Road to just north of Sherwood Road as shown in Figure 2.

Figure 2
North on South Montgomery from

Huntington Drive/Country Club

The cross-section of South Montgomery Street changes north of Sherwood Road where the east side of South Montgomery Street was widened to accommodate a northbound left turn lane at the signalized intersection with Academy Road as shown in Figure 3.

Figure 3
North on South Montgomery Street from Sherwood Road

North of Academy Road (beyond the limits of the study corridor), South Montgomery Street transitions to a three lane curb and gutter section with no sidewalks and bicycle lanes on either side of the street. The Two Way Left Turn Lane (TWLTL) allows for left turning vehicles to be segregated from the through movements thus reducing the delay and conflicts incurred when a vehicle is making a left turn maneuver from a through lane. The section north of Academy Road is shown in Figure 4.

Figure 4
North on S. Montgomery Street from Academy Road

Measurements were also taken along some of the intersecting side streets within the corridor. Some of the intersecting streets were improved with valley gutter sections. Typically, these streets are 33 feet in width between the gutters as shown in Figure 5.

Figure 5
West on Colonial Circle from
South Montgomery Street

Other conditions along the corridor were noted such as locations were other safety concerns were identified such as intersection sight distance restrictions as shown in Figure 6.

Figure 6
South on South Montgomery Street
Greenbriar Street Intersecting from East

Capacity Analysis

Capacity analyses were performed for the AM and PM peak hours using the *Highway Capacity Manual* Methodology to determine the operating characteristics of the study corridor intersections. Capacity is defined as the maximum number of vehicles that can pass through a particular intersection within set time duration. Capacity is combined with Level-of-Service (LOS) to describe the operating characteristics of an intersection. LOS is a qualitative measure that describes operational conditions and motorist perceptions within a traffic stream. The *Highway Capacity Manual* defines six levels of service, LOS A through LOS F, with A representing the shortest average delays and F representing the longest average delays.

For unsignalized intersections, only the movements that must yield to other movements experience delay. For signalized intersections, all movements experience some levels of delay due to the changing right-of-way assignments controlled by the signal. The results between LOS A and LOS C represent relatively short delays. LOS D and LOS E represent moderate delays while LOS F represents the longest delays. It is typical for a minor stop controlled side street and driveways intersecting major streets to experience longer delays during the peak hours. Table 1 shows the LOS control delay thresholds published in the *Highway Capacity Manual* for both signalized and unsignalized intersections. LOS D or better is generally considered the accepted minimum threshold of operating conditions in an urban area.

Level of Service	Signalized Intersections – Control Delay Per Vehicle [sec/veh]	Table Error! No text of specified style in document..1 LOS Control Delay Threshold	Delay Type
A	≤ 10	≤ 10	Short Delays
B	> 10 – 20	> 10 – 15	
C	> 20 – 35	> 15 – 25	
D	>35 – 55	> 25 – 35	Moderate Delays
E	>55 – 80	> 35 – 50	
F	> 80	> 50	Long Delays

Table 1
Levels of Service

The input for the existing capacity analyses include the AM and PM peak hour volumes for each intersection previously identified in Figure 7. For the signalized intersection of South Montgomery Street/Academy Street, the laneage input was westbound: one left- and one right-turn lane; northbound: one left-turn and one through lane; and southbound: one right-turn and one through lane. Existing phasing and signal timing was use for the analyses.

The laneage input of the capacity analyses of the remaining intersections, which were all unsignalized, was a single combination lane on each approach to the intersections. South Montgomery Street is assigned the right-of-way in each instance with the cross-street approaches all being stop controlled.

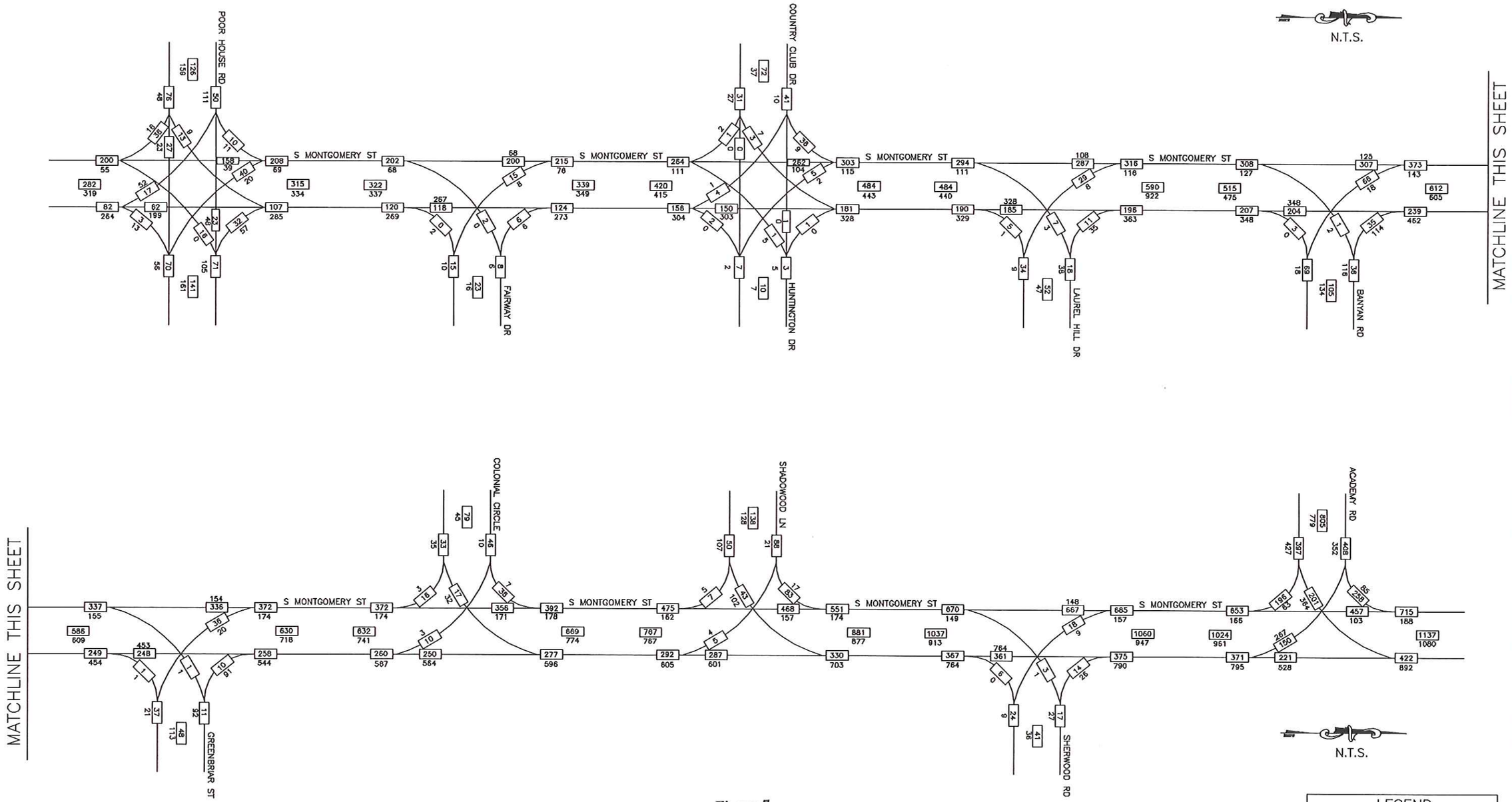


Figure 7

EXISTING (2011) PEAK HOUR VOLUMES

SOUTH MONTGOMERY STREET
TRAFFIC STUDY
STARKVILLE, MISSISSIPPI

LEGEND

XXX	AM PEAK HOUR
XXX	PM PEAK HOUR

Kimley-Horn and Associates, Inc.

Table 2 summarizes the LOS for the ten study area intersections for each approach. Detailed capacity analyses results are included in the Appendix. Based on the existing conditions analysis, the LOS for the intersections are generally acceptable. However, the minor street approach of Shadowood experiences LOS D during the AM peak hours, as shown in bold in Table 2.

Table 2
Existing Conditions Levels of Service (LOS)

		AM Peak				PM Peak			
ID	Cross Street	NB	SB	WB	EB	NB	SB	WB	EB
A	Poor House (U)	A	A	B	B	A	A	B	B
B	Fairway (U)	A	A	B		A	A	B	
C	Country Club/ Huntington (U)	A	A	B	B	A	A	B	B
D	Laurel Circle (U)	A	A	B		A	A	B	
E	Banyan (U)	A	A	B		A	A	A	
F	Greenbriar (U)	A	A	B		A	A	B	
G	Colonial Cir (U)	A	A		C	A	A		C
H	Shadowood (U)	A	A		D	A	A		C
I	Sherwood (U)	A	B	C		A	A		D
		NBL	SBT		EBL	NBL	SBT		EBL
J	Academy (S)	C	C		C	A	C		D

(U) Unsignalized Intersection
(S) Signalized Intersection
Movement Not Available

NBL Northbound Left
SBT Southbound Thru
EBL Eastbound Left

As indicated in Table 2, all unsignalized traffic movements along South Montgomery Street experienced LOS A with the exception of the southbound movement at Sherwood, which was a LOS B. This indicates that minimal delay is experienced along South Montgomery Street due to left turning vehicles at intersections during the peak hours. While there is some individual delay associated with the left turn movements from the single through lanes, overall, it is not significant.

For the intersecting streets that were analyzed, the combined existing movements functioned at LOS A or LOS B, with the exception of Sherwood, Shadowood and the AM peak hour movement for Colonial Circle. With that noted, all of these movements were at LOS C except for the LOS D experienced at

Shadowood in the AM peak hour. LOS C is generally considered an acceptable LOS during peak periods. In major urban areas, LOS D is acceptable on major urban arterials. However, in areas with less population density, LOS D can be perceived as an undesirable operation.

Future Traffic Volumes

The City of Starkville currently does not have a transportation model to forecast future traffic volumes for a design year. There was not adequate historical traffic count data for the study corridor to develop a historic growth trend line to project into the future.

The Mississippi Department of Transportation (MDOT) maintains a North Mississippi Travel Demand Model (NMTDM) which includes the City of Starkville. Output from the NMTDM was provided for the South Montgomery Street Corridor (see Appendix). The NMTDM utilized a base year of 2006 with a design year of 2035. Only Average Daily Traffic (ADT) volumes were provided for select locations along the corridor. The Year 2006 ADT along the corridor ranged from 4,350 vehicles/day (north of Poor House Road) to 10,100 vehicles/day (south of Academy Road). The projected Year 2035 ADTs at the same locations were 5,140 vehicles/day to 11,930 vehicles/day.

Given the residential nature of the corridor and the assumption that the corridor will continue to develop as residential with no commercial, retail or office development anticipated in the future, the growth estimates contained in the NMTDM appear reasonable. Some of the subdivisions in the northern portion of the corridor are built out or nearly built out. Moving southward along the corridor, some of the existing subdivisions have additional room for growth and the lot sizes tend to get larger. It is reasonable to project the majority of the corridor growth will be along the middle and southern portions of the corridor.

In addition, there is little or no connectivity among subdivisions along South Montgomery Street nor connections to parallel north-south corridors. Some of the subdivisions have more than a single intersection with South Montgomery Street. This does allow for a dispersion of traffic among the intersections and reduces the amount of time an individual vehicle waits in queue before entering the traffic flow along South Montgomery Street. Some of the subdivisions have "stub outs" for future extensions, but often times, residents along those "stub out" streets grow accustom to being on a dead-end street with no through traffic and making those future connections become politically difficult. For the purposes of this study, it was assumed that no future connections to the parallel corridors would be made.

Based on the NMTDM, the ADT along South Montgomery Street is projected to increase approximately 19 percent from Year 2006 to Year 2035. For the purposes of this study, it is assumed the traffic volumes have increased approximately three percent between the base year 2006 and the current year 2011. That leaves about a 16 percent projected increase in traffic from the current year 2011 to design year 2035. The approximate 16 percent was applied to the Year 2011 peak hour turning movement counts to project peak hour volumes in Year 2035. While the 16 percent increase was applied to the mainline volumes on South Montgomery Street, adjustments were made to the percentage increase in traffic from the side streets based on the approximate build out of the subdivisions served. The percentage increase in the side street traffic was less on the northern end of the corridor due to the greater build out in the subdivisions

served. A higher percentage increase was assigned to the side streets along the middle and southern end of the corridor due to the amount of vacant land that could be converted to single family residential use.

The projected peak hour traffic volumes for Year 2035 are illustrated in Figure 8.

Based on the Year 2035 peak hour traffic volume projections, capacity analyses were conducted using the based geometric conditions used in the Year 2011 capacity analyses that were identified in Table 2. The resulting LOS for each intersection with no change in street geometry or traffic control (for both AM and PM peak hours) is shown in Table 3.

Table 3
Year 2035 No Build Levels of Service

		AM Peak				PM Peak			
ID	Cross Street	NB	SB	WB	EB	NB	SB	WB	EB
A	Poor House (U)	A	A	C	C	A	A	B	B
B	Fairway (U)	A	A	B		A	A	B	
C	Country Club/ Huntington (U)	A	A	B	C	A	A	B	C
D	Laurel Circle (U)	A	A	B		A	A	B	
E	Banyan (U)	A	A	B		A	A	B	
F	Greenbriar (U)	A	A	C		A	A	B	
G	Colonial Cir (U)	A	A		C	A	A		C
H	Shadowood (U)	A	A		E	A	A		D
I	Sherwood (U)	A	B	C		A	A		C
		NBL	SBT		EBL	NBL	SBT		EBL
J	Academy (S)	B	C		E	B	C		D

(U) Unsignalized Intersection
(S) Signalized Intersection
Movement Not Available

NBL Northbound Left
SBT Southbound Thru
EBL Eastbound Left

All of the movements associated with each intersection function at LOS C or better with the projected Year 2035 volumes with the exception of Shadowood Lane approach which will function at LOS E in the

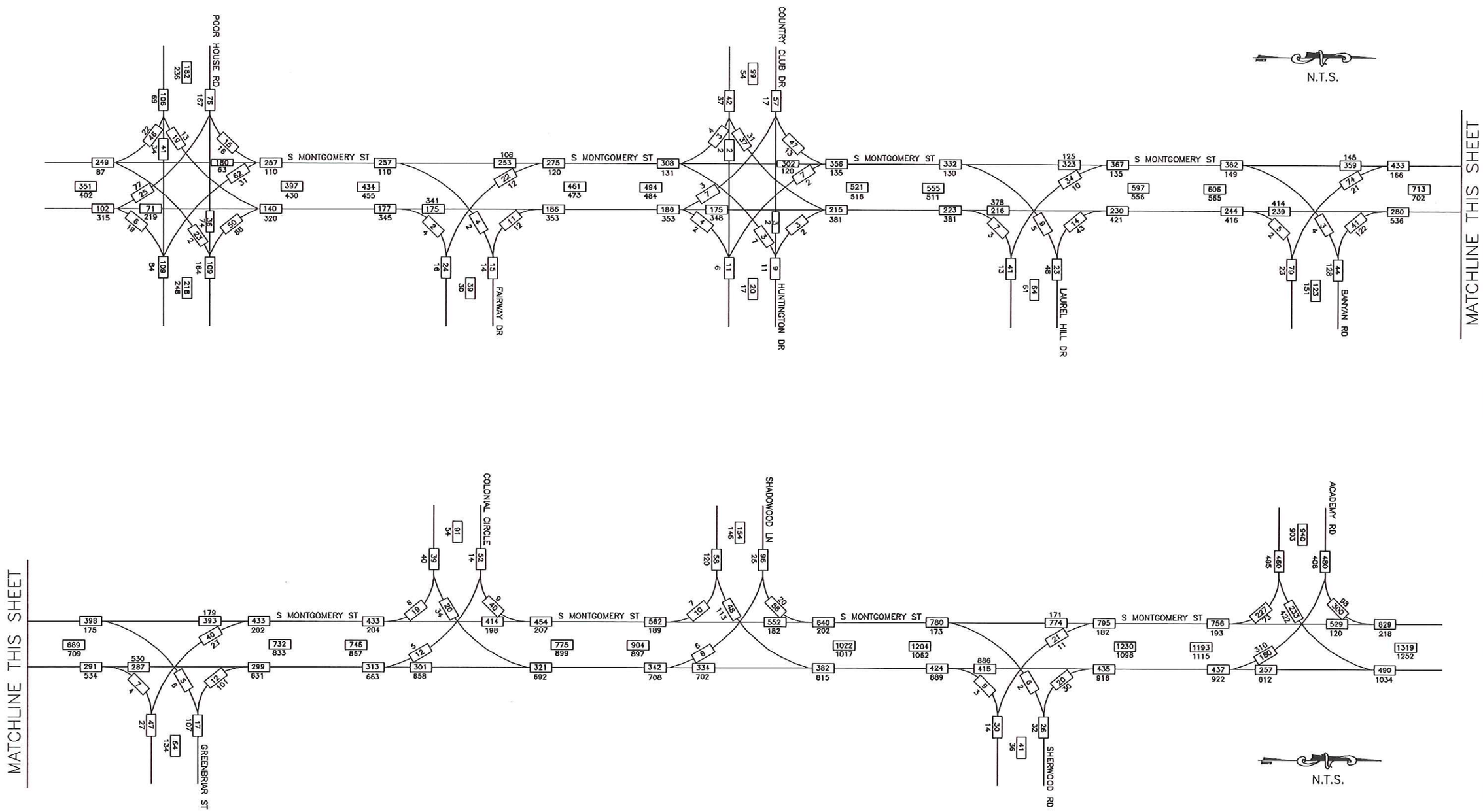


Figure 8

FUTURE (2035) PEAK HOUR VOLUMES

SOUTH MONTGOMERY STREET
TRAFFIC STUDY
STARKVILLE, MISSISSIPPI

LEGEND

XXX	AM PEAK HOUR
XXX	PM PEAK HOUR

Kimley-Horn and Associates, Inc.

morning peak and LOS D in the afternoon peak hour. The impacted movement is the left turning vehicles from Shadowood Lane onto northbound South Montgomery Street. The number of vehicles on the Shadowood Lane approach is projected to be 120 in the morning peak hour and 58 in the afternoon peak hour with the vast majority of those vehicles making the left turn maneuver. Shadowood Lane is also the street that currently serves the highest concentration of single family housing along the study corridor.

Crash Data

Crash data were obtained for crashes referenced to intersections along the corridor for the three previous years (2008 – 2010). The data were provided by the City of Starkville Police Department and cross referenced with data obtained from the Mississippi Department of Public Safety. During the three year period, there were 33 crashes documented at or near intersections along the study corridor. The crash data includes four additional intersections along South Montgomery Street that were not included in the traffic count data. The breakdown of the crash types along the corridor are shown in Table 4.

Table 4
Crash Data 2008 - 2010

Crash Type	Number
Read End	16
Sideswipe	2
Angle	2
Embankment/Ditch	6
Hit Deer	5
Other	2
Total	33

Thirteen of these were at or near the signalized intersection of South Montgomery Street/Academy Street (including crashes on Academy Drive approaching South Montgomery Street). Along the corridor, the majority of those crashes (16) were rear end collisions which are typical of a signalized intersection or where vehicles are stopped waiting to make a left turn. About 15 percent of the total crashes (5) over the three-year period involved a vehicle striking a deer. In areas where there is adjacent open land and wooded areas, this is not uncommon. The number of angle crashes (2) is low considering a three year time frame. The angle crashes can be the most severe type and typically occur at intersections in the form of right-angle collisions. There are intersections along the corridor that have limited sight distance. These are the locations were right-angle crashes would be more likely to occur.

Alternate Street Cross-Sections

The City of Starkville, Mississippi Comprehensive Plan, 2005 – 2030, contains some specific recommendations related to this study corridor:

8. Significant Findings – Improve circulation system: appropriately balance auto, pedestrian, biking and mass transportation modes.
Recommendations –

- *Construct an east-west route in the southern part of the city connecting South Montgomery with the University and to Highway 25 to the west.*
- *3-lane South Montgomery.*
- *Construct bike lanes with new roadway development. Identify/stripe/sign bike lanes according to a plan developed by the Starkville in Motion group.*
- *Require construction of sidewalks in new developments. City should construct sidewalks joining significant origins and destinations (neighborhoods to schools, for example). All new construction should follow ADA guidelines. City should improve existing access according to ADA standards.*

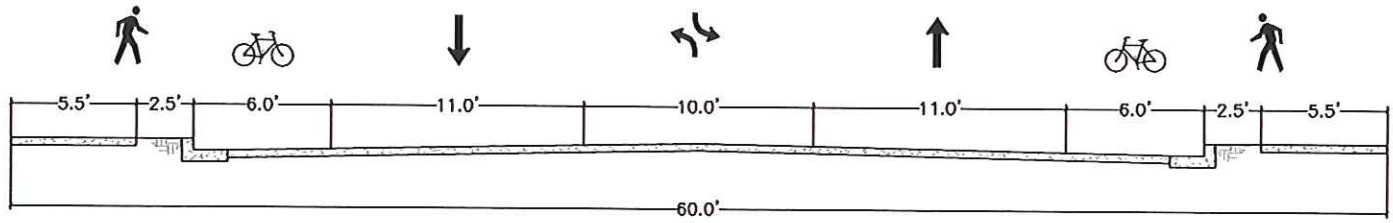
While arrived at independently, the alternative street cross-sections described below are consistent with the recommendations contained in the above referenced report.

The right-of-way along the corridor is 60 feet in width with 30 feet to either side of the center line of the street from Poor House Road to just north of Sherwood. North of Sherwood, South Montgomery Street had been widened to the east to provide for a northbound left turn lane servicing the Academy Road intersection.

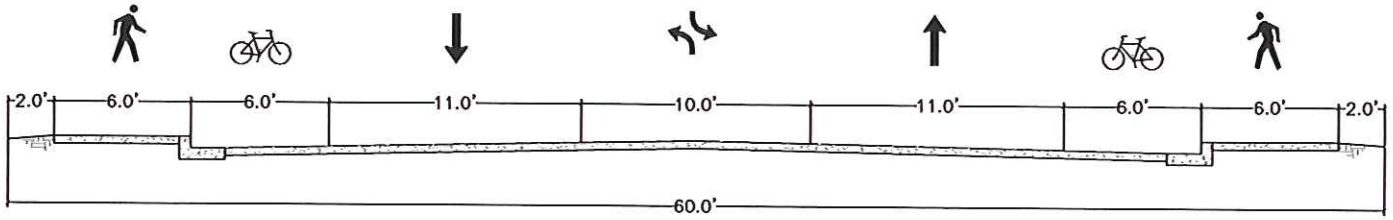
North of Academy Road, the South Montgomery Street cross-section consist of a curb/gutter section with three lanes (two way left turn lane) and bicycle lanes (with no sidewalk) 44 feet in width curb-to-curb. This cross-section extends northward to Locksley Way which provides access to the Mississippi State University (MSU) campus via Blackjack Road.

Consistency with the existing improved cross-section was a consideration when evaluating the corridor. With an existing 60-foot right-of-way along the study corridor, the curb/gutter 44-foot three lane section with bicycle lanes could be extended southward. The three lane roadway cross-section includes a single through lane in each direction with a continuous two-way left-turn lane (TWLTL). In addition to the existing cross-section, a 5.5-foot sidewalk could be added on either side of the street (See Figure 9). The width of the two through lanes can comfortably be reduced to eleven feet due to the adjacent bicycle lane.

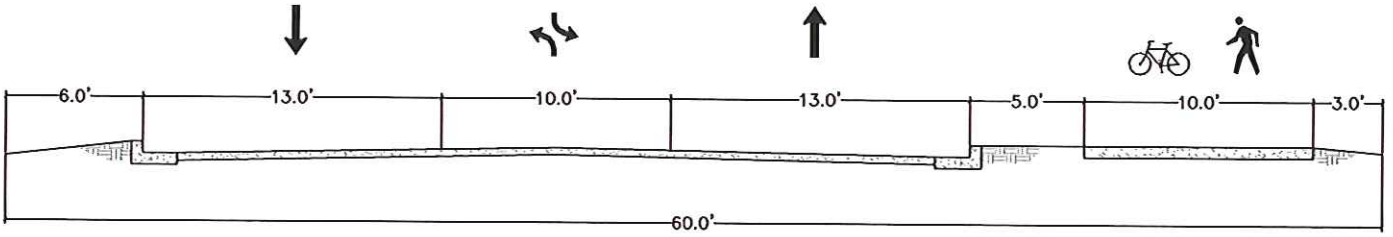
This cross-section allows for a 2.5-foot grass strip between the curb and the sidewalk on either side of the street which is consistent with the City of Starkville street standards (Sidewalk Option 1). Providing a grass strip between the curb and the sidewalk gives some separation between motor vehicles and pedestrians on the sidewalk. Sidewalk Option 2 has the sidewalk adjacent to the back of curb with the grass strip behind the sidewalk adjacent to the right-of-way line. The introduction of the bicycle lane provides a six-foot buffer between the motor vehicles and pedestrians on the sidewalk. By locating the grass strip on the back side of the sidewalk, additional room is provided with the right-of-way for utility pole placement and for matching slope grades outside the right-of-way thus potentially reducing easement impacts on adjacent properties. Either of these options would provide maximum opportunity for walking, bicycling and driving along the corridor.



OPTION #1



OPTION #2



OPTION #3

Figure 9

SOUTH MONTGOMERY STREET
PROPOSED CROSS-SECTIONS

STARKVILLE, MISSISSIPPI

Kimley-Horn and Associates, Inc.

MAY 2012

The implementation of formal bicycle facilities along urban and suburban streets is relatively new in many locations, "university-oriented" cities and towns are more likely to experience utilization due to the high concentrated population of college age students. With the northern portion of the corridor (outside the study boundaries) having a connection to the MSU campus, it is reasonable to assume that an extension of bicycle facilities along the corridor to the south would create both opportunity and demand.

With the study corridor being residential in nature with no existing commercial or retail activities south of Academy Road, residents along the corridor could consider using bicycles to access commercial/retail activities in the downtown and campus areas.

Another possible cross-section (Trail Option, Figure 9) could provide a curb/gutter three-lane cross-section for vehicular traffic with a 10-foot multi-use trail to one side, all within the existing 60-foot right-of-way. The 10-foot multi-use trail separated by a grass strip from the travel lanes will provide a more recreational-oriented feature to the corridor and may be viewed as a more desirable amenity by some. With the trail being on one side of the street, residents on the opposite side would be required to cross South Montgomery Street to access the trail. At times, this maneuver could be difficult given the amount of traffic on the roadway during the peak hours.

Another benefit of the trail option would be addition space between the right-of-way and improvements on either side of the roadway. As with Sidewalk Option 2, the Trail Option would allow room within the right-of-way, outside the physical improvements for utility pole placement and grading to minimize potential impacts associated with slope easements.

Another improvement related to any roadway construction option would be to improve intersection sight distance within the corridor. There are locations near some of the intersections where small hills reduce the intersection sight distance. It was speculated the current 35 mph speed limit may be due, in part, to the intersection sight distance at some of the intersections. As this project transitions to the environmental and design phases, the intersection sight distance should be appropriate for or exceed the desired posted speed limit. This will involve "cutting" some of the small hills near or adjacent to some intersections.

Any of the alternative roadway cross-sections could be phase constructed. If this is the case, it is recommended the phased construction start at the north end of the corridor where the existing and project ADT is higher and the need for left turn lanes and storage capacity is the greatest. Phased construction along the southern end of the corridor could be done as additional land development takes place. Consideration should be given to requiring implementation of the selected cross-section as subdivisions and/or land development projects take place. This could reduce the overall cost of roadway improvements for the taxpayers.

The capacity of roadway and the various intersections would be the same under the various alternatives. Each alternative provides a three lane cross-section with a continuous TWLTL. While not adequately modeled with the MUTCD, the continuous left-turn lane does provide additional opportunities for vehicles turning left onto South Montgomery Street from the side streets by allowing the left-turning vehicles to use the TWLTL as a merge lane.

Table 4 provides a summary of the intersection LOSs for Year 2035 projected traffic volumes with an additional 50 percent increase in traffic growth beyond what was contained in the traffic model. This presents a "worst case" scenario in terms of traffic growth and the city officials wanted this level of traffic growth reviewed within this report. The levels of service are indicated with the three-lane section proposed for each of the alternatives.

Table 4
Year 2035 + 50% LOS Summary

		AM Peak				PM Peak			
ID	Cross Street	NB	SB	WB	EB	NB	SB	WB	EB
A	Poor House (U)	A	A	F	D	A	A	C	C
B	Fairway (U)	A	A	B		A	A	B	
C	Country Club/ Huntington (U)	A	A	C	D	A	A	C	C
D	Laurel Circle (U)	A	A	C		A	A	B	
E	Banyan (U)	A	A	D		A	A	B	
F	Greenbriar (U)	B	B	D		A	A	B	
G	Colonial Cir (U)	A	A		C	A	A		C
H	Shadowood (U)	A	A		F	A	A		D
I	Sherwood (U)	A	C	F		B	B		C
		NB	SB		EBL	NB	SB		EBL
J	Academy (S)	D	C		F	C	F		D

(U) Unsignalized Intersection
(S) Signalized Intersection
Movement Not Available

NBL Northbound Left
SBT Southbound Thru
EBL Eastbound Left

Should the future traffic volumes reach these levels, there are enhancements that would provide for a better level of service at the signalized Academy Road intersection. Providing for double left turn lanes for the eastbound left turn movement could increase the capacity of that movement to level of service E. This would also require providing two through lanes on the northbound departure from the intersection to accept the double left turn from Academy. This is an improvement that should be considered at some future date if the traffic volumes on all movements within the intersection approach the Year 2035 plus 50 percent growth rate.

Table 4A
South Montgomery/Academy Road Additional Enhancements
Year 2035 + 50% LOS Summary

		AM Peak				PM Peak			
ID	Cross Street	NB	SB	WB	EBL	NB	SB	WB	EBL
J	Academy (S)	C	C		E	D	D		E

(U)	Unsignalized Intersection	NBL	Northbound Left
(S)	Signalized	SBT	Southbound Thru
	Movement Not Available	EBL	Eastbound Left

An interim improvement that would increase the capacity of the corridor and reduce the crash potential would be in the installation of left turn lanes at the intersections. This would be a relative low cost maintenance improvement that would segregate the left turning vehicles from the through movements and reduce the potential for rear end crashes, which is the most prevalent collision type within the corridor. Traffic flow would be improved by not blocking the single lane on South Montgomery Street with a vehicle wishing to turn left waiting for gaps in the opposing traffic. Where some intersections are closely spaced, it may be more appropriate to extend the turn lane through the adjacent intersection(s). In situations where there are multiple streets serving a subdivision, it would not be necessary to install left turn lanes at all those locations.

Providing roadway improvements extending from the intersection of Country Club Road to Academy Road (a distance of approximately 6,900 feet) would provide the pedestrian, bicycle and roadway improvements to serve the vast majority of the subdivisions and residents along the corridor. The reminder of the corridor is approximately 7,200 feet with about 5,800 feet of that within the city limits. As future development occurs, the City of Starkville could provide improvements as the conditions warrant or possible require some, if not all, roadway improvements to be the responsibility of the developers.

Opinion of Probable Cost

For either of the proposed cross-sections, the difference in cost should be minimal. For the recommended length of the pedestrian, bicycle and roadway improvements from Country Club Road to Academy Road, the probable construction cost could range from $3,100,000 to $3,800,000. The cost will be dependent upon the amount of cut required at two of the intersections to provide for adequate sight distance and the condition of the base pavement currently within the corridor. Otherwise, the straight roadway and existing right-of-way (with minimal acquisition required) should be helpful in containing cost. A more detailed cost estimate should be developed as a part of the preliminary right-of-way and construction documents. It is anticipated that some additional right-of-way and/or easements will be required at intersections to provide for radii improvements and is some sections where some cut and/or fill sections will be along the roadway.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Board Business
AGENDA DATE: December 07, 2021

SUBJECT:

Consideration of approval of the 2022 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the Mayor may designate such additional days as paid holidays for eligible employees.

AMOUNT & SOURCE OF FUNDING:
N/A

FISCAL NOTE:
N/A

AUTHORIZATION HISTORY:

	2022 Holiday Schedule	
New Year's Day	1st of January	Friday, December 31, 2021
Martin Luther King Jr.	3rd Monday in January	Monday, January 17, 2022
President's Day	3rd Monday in February	Monday, February 21, 2022
Good Friday	Friday before Easter	Friday, April 15, 2022
Memorial Day	Last Monday in May	Monday, May 30, 2022
Independence Day	4th of July	Monday, July 4, 2022
Labor Day	1st Monday in September	Monday, September 5, 2022
Veterans Day	2nd Wednesday in November	Friday, November 11, 2022
Thanksgiving Holidays	Thanksgiving Day& Day After	Thursday, November 24&25, 2022
Christmas Holidays	Christmas Day	Monday, Dec 26, 2022

REQUESTING DEPARTMENT:
Human Resources

DIRECTOR'S AUTHORIZATION:
Mayor's Office

FOR MORE INFORMATION CONTACT:
Lynn Spruill, Mayor
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval of the 2022 Holiday Schedule for the City of Starkville and if the Governor of the State of Mississippi designates additional days as paid holidays by proclamation, the Mayor may designate such additional days as paid holidays for eligible employees.

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: December 7, 2021

SUBJECT:
Discussion and Consideration of one candidate for potential appointment for the vacancy on the Starkville Landscape Advisory Board.

SUMMARY:

There is one applicant who has applied for the vacancy on the Starkville Landscape Advisory Board. The position comes with a four year term set to start on January 1, 2022 and expire on January 1, 2026.

Candidate for Consideration:
George Hopper

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

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SUGGESTED MOTION:

Move approval of the appointment of George Hopper to the Starkville Landscape Advisory Board for a four year term to begin on January 1, 2022

Attachment 1- Letter Requesting Appointment

November 17, 2021

Mr. Daniel Havelin
City Planner
City of Starkville
110 West Main Street
Starkville, MS 39759

Dear Mr. Havelin:

I was contacted by Dr. Scott Willard about the open seat on the City of Starkville landscaping and tree board committee. I am willing to serve on this committee as a citizen volunteer. I have attached a brief resume for your reference.

My contact information is as follows:
117 Tuxford Road, Starkville, MS (home address)
662-617-4373 (phone)
gmh58@msstate.edu

If you have further questions, I would be glad to talk with you by phone.

Sincerely,

George Hopper

Curriculum Vita
GEORGE MARTIN HOPPER

EXPERIENCE

Dean and Professor Emeritus — Current
College of Forest Resources
College of Agriculture and Life Sciences
Mississippi State University, Starkville, Mississippi

Dean, College of Agriculture and Life Sciences — 2010 to 2020
Dean of College of Forest Resources
Director of Forest and Wildlife Research Center
Director, Mississippi Agricultural and Forestry Experiment Station
Mississippi State University, Starkville, Mississippi
(Administrative oversight approximately $70 million/yr and 750 employees)

Dean, College of Forest Resources — 2005 to 2010
Director, Forest and Wildlife Resources Center
Natural Resources Program Leader, Mississippi Extension Service
Mississippi State University, Starkville, Mississippi

Director, Mississippi Water Resources Research Institute — 2008 to 2010
Mississippi State University, Starkville, Mississippi

Professor and Head — 1994- 2005
Department of Forestry, Wildlife, and Fisheries
The University of Tennessee, Knoxville, Tennessee

Professor — 1992-2005
Associate Professor — 1987-1992
Assistant Professor — 1983-1986
Department of Forestry, Wildlife, and Fisheries
The University of Tennessee, Knoxville, Tennessee

Graduate Research Assistant — 1979-1982
Department of Forestry
Major Professors: Dr. David Wm. Smith and Dr. Dave Parrish
Virginia Tech University, Blacksburg, Virginia

Graduate Research Assistant — 1977-1979
Department of Forestry, Mississippi State University and
USDA - Forest Service Forest Tree Seed Laboratory
Major Professor: Dr. Jack Vozzo
Starkville, MS

Research Unit Superintendent — 1977-1979
Mississippi Agricultural and Forestry Experiment Station
Forestry and Wildlife Research Unit
Mississippi State, MS

Research Technician — 1976-1977
Mississippi Agricultural and Forestry Experiment Station
Department of Forestry
Mississippi State University, Starkville, MS

Construction Inspector 1975
U.S. Corps of Engineers, District Office
Vicksburg, MS

Civil Engineer Technician 1974
U.S. Corps of Engineers, Waterways Experiment Station
Vicksburg, MS

Lumberman 1969–1973
Anderson-Tully Hardwood Lumber Company
Vicksburg, MS

EDUCATION

Ph.D. in Forestry, Emphasis Area: Tree Physiology 1982
Virginia Tech University, Blacksburg, VA,
Dissertation: Seed dormancy and germination of northern red oak.

Master of Science in Forestry, Emphasis Area: Tree Seed Physiology 1979
Mississippi State University, Starkville, Ms.
Thesis: Isolation, extraction, and identification of endogenous growth regulators in Quercus nigra L.

Bachelor of Science, Major: Botany 1975
Mississippi State University, Starkville, MS.

Associate of Science 1973
Hinds Community College, Raymond, MS.

PROFESSIONAL SERVICE (selected)

International

Yunnan Province International Exchange, China, 2018.
Southwest Forestry University, Kunming, China, 2018.
Zhejiang Agricultural Forestry University, Zhejiang, China, 2018.
Beijing Forestry University, Shandong Agricultural University, and Nanjing Forestry University, 2013.
Jiangsu Academy of Agricultural Sciences, Nanjing, China, 2010.
U.S. State Department delegate to the 13th World Forestry Congress, Buenos Aries, Argentina, 2009.
Weyerhaeuser Catch-light project, Uruguay, October 23-25, 2009.
University Sains Malaysia in Penang, Malaysia, 2008.
Tropical Science Center in San Jose, Costa Rica, 2008.
Asia Pacific Forestry Network Steering Committee, Beijing, China, 2008 and 2010.
University of Tennessee Ag and Natural Resources partnerships, Bangkok, Thailand, 2003.
Southwest Forestry University, Kumming, China, and Beijing, China, 2002.
UTIA Thailand study with Kasetsart University, Bangkok, Thailand, 1995.
World Forestry Congress, Paris, France, 1991.
American Plant Physiology Society Convention, Quebec City, Quebec, Canada, 1982.

National

Association of Public and Land-Grant Universities (APLU)
- Experiment Station Committee on Organization and Policy (ESCOP) 2017-2020: President
- Budget and Legislative Committee, 2017 and 2019
- Southern Association of Agriculture Experiment Station Directors (SAAESD), 2014-18; President Elect, President, Past President.

Commission of Food, Environment, and Renewable Resources (CFERR), vice-chair, 2009
Board on Natural Resources, chair, 2008-2009
Extension Committee of Organization and Policy (ECOP), 1998
National Association of University Forest Resources programs (NAUFRP). 1998-2010
Executive Committee, Past President, President, President-elect
Society of American Foresters
Accreditation review team chair for
University of Idaho, 2016
Northern Arizona University, 2012
Utah State University, 2010
University of New Hampshire, 2009
Michigan State University, 2007
Clemson University, 2002
Louisiana State University, 2001
Oklahoma State University, 1998
Volunteer Organization Task Force
House Society Delegates, vice-chair, 1993
Mission Possible: Task Force, 1989-92
Communication Committee, chair, 1984-90
Jack Berryman Institute East, Co-Director, 2005-2013.
Forest Resource Systems Institute, Board of Directors, 1989-93.
Hardwood Research Council, Awards Committee, 1989.

Regional, State, and Local

Numerous Boards, Consortia, Commissions, and offices held with public and private organizations, including, Oktibbeha Starkville Emergency Responders Volunteers (OSERV); BancorpSouth Bank Community Board; Mississippi Soil and Water Commission, Commissioner; Mississippi Forestry Commission, Commissioner; Mississippi Forestry Association

AWARDS

Mississippi Forestry Association Meritorious Service Award, 2021
Hinds Community College, Raymond, MS, Alumnus of the Year, 2018
Experiment Station Section Excellence in Leadership Award, 2017
Conservationist of the Year, Mississippi Wildlife Federation, 2015
Honorary Membership in the Tennessee Forestry Association, 2009
National Association of University Forest Resources Programs Leadership Award, 2008
Certified Forester, Society of American Foresters, 2003 to present
Society of American Foresters, Fellow, 1999
Agricultural Communicators in Education, Gold medal for video production, 1998
Tennessee State Foresters Award, 1992 and 1994
Agricultural Extension Service Leadership Academy, 1992
Tennessee Forestry Association, Forest Resources Award, 1991
State Early-Career Award of Epsilon Sigma Phi, 1989
Extension Specialist Achievement Award, 1988
Outstanding Young Extension Agent Award, 1986
State Foresters Award, Tennessee Forester of the Year, 1985
Society of American Foresters, Certificate for Continuing Education, 1984

PUBLICATIONS and PROFESSIONAL PAPERS

Professional papers: 62
Professional presentations: 85

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

A**GENDA ITEM DEPT.:** Engineering & Street
AGENDA DATE: 12.07.2021
PAGE: 1

SUBJECT: Consideration of accepting the low quote from Triad Metals for bridge steel piling and caps for the new bridge for the Sportsplex overflow parking lot access off Spruill Industrial Road

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 Board has previously approved a contractor to complete the pile driving work; however, the City has to provide the steel piling materials.

We solicited quotes from 3 supply companies and we received two quotes back:

Triad Metals	$19,988.00
Nucor Skyline	$21,190.40

Attached are the full quotes.

SUGGESTED MOTION: Move for approval to accept the low quote from Triad Metals for bridge steel piling and caps for the new bridge for the Sportsplex overflow parking lot access off Spruill Industrial Road

NUCOR
SKYLINE STEEL LLC

Sales Rep: Jacob Tynes
Phone: (205) 262-9909
Fax: (205) 262-9910
Email: jacob.tynes@nucorskyline.com
Address: 1 Metroplex Drive Suite 205
Birmingham, AL, 35209

Quote # Q-41948

Project Name	Quote Date	Bid Date	Quote Expiration Date
City of Starkville - H Piles	Tuesday, November 30, 2021	Tuesday, November 30, 2021	Thursday, December 30, 2021

060 - Alabama

Customer Contact	Billing Address	Shipping Location
Jacob Tynes jacob.tynes@nucorskyline.com 205-262-9909	1 Metroplex Drive Suite 205 Birmingham AL 35209 USA	Starkville, MS

Quote Totals

Net Weight	Net Tons	Net Amount
25,560.00 lb	12.78	$21,190.40

General Remarks

Price in effect at the time of order placement from stock subject to prior sale with delivery included to Starkville, MS. Please allow 3-5 days ARO for material to be cut to length.

Product Details

Product Name	Pieces	Units	Weight	Unit Price	Extended Price	Optional
H PILE - 10X042 - A57250	16	25.00 ft	16,800.00 lb	$34.82/ft	$13,928.00	
H PILE - 14X073 - A57250	4	30.00 ft	8,760.00 lb	$60.52/ft	$7,262.40	
		Total Weight:	25,560.00 lb	Total Price:	$21,190.40	

2100 Southbridge Pkwy Ste 210B
Birmingham, AL 35209-1302
Phone: 205-703-9799 x1305 Email:
dee.wininger@triadmetals.com
Fax: 205-201-5289

(Direct)

Quotation No. 1201202101

Bill To Bidding Contractors Mississippi

, MS
Phone: Fax:

Ship To Bidding Contractors Mississippi
110 West Main Street
City of Starkville
Starkville, MS
Phone: Fax:

ATTN: Mary T. Williams

Customer P.O. #:
Terms: 1/2% 10 Days Net 30
Sales 1: Dee Wininger
Contract:

F.O.B.: Delivered
Sales 2: Dee Wininger

Ship Via: Truck
Due Date: 12/02/2021
Quote Date: 12/01/2021

Order Qty	Description	Width	Length	Weight	Price	UM	Extension Tax
16	10 x 42 HR H Pile A572 GR50		25' 0"	16,800.00	$ 32.85	F	$13,140.00 E
4	14 x 73 HR H Pile A572 GR50		30' 0"	8,760.00	$ 57.15	F	$6,858.00 E
			Total Weight	25,560.00			

Subtotal Non taxable **$19,998.00**

Total **$19,998.00**

Unloading Instructions:
Receiving Hours:
Max Bundle Weight: 0
Spacers

PO#

Sign to convert Quote to Order

Messages:

ALL ORDERS ARE SUBJECT TO CORPORATE CREDIT APPROVAL
QUOTED WITH PRICING FROM AVAILIBLE MILL ROLLING
PAYMENT TERMS 1/2% 10, NET 30 DAYS IN FULL FROM INVOICE DATE.
PRICES DO NOT INCLUDE SALES TAX & RETAINAGE IS NOT ALLOWED
PRICES BASED ON SHIPPING FULL 40,000# MINIMUM TRUCKLOADS.
PRICES ARE BASED ON QUANTITIES AND LENGTHS SHOWN. CHANGES MAY RESULT IN PRICE REVISION.
TRIAD RESERVES THE RIGHT TO INVOICE FOR STORED MATERIALS ON ITEMS THAT DO NOT SHIP WITHIN 30 DAYS OF READINESS.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

A**GENDA ITEM DEPT.:** Engineering & Street
AGENDA DATE: 12.7.2021
PAGE: 1

SUBJECT: Consideration of authorizing to advertise for construction bids for the Sportsplex drainage replacement project.

AMOUNT & SOURCE OF FUNDING : Park Improvement Funds

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The Engineering Department performed an assessment of the underground storm drainage system within the Sportsplex playing field areas in September 2021 after numerous reports of sinkholes. The assessment is outlined in the attached report complete with photographs, maps and a cost estimate of replacement. In short, a significant amount of the underground piping has failed due to poor installation of corrugated plastic pipe. The underground piping is not salvageable and needs full replacement as a long term solution to the sinkholes and drainage issues. It is proposed to reuse the existing inlets as much as possible. The work will be coordinated with SFM to attempt to provide the least amount of disruption to programming. If approved, it is proposed that the Engineering Department will oversee the construction and installation to insure a long-lasting finished product.

SUGGESTED MOTION: Move approval authorizing to advertise for construction bids for the Sportsplex drainage replacement project.

PROJECT REPORT

2021 SPORTSPLEX DRAINAGE SYSTEM ASSESSMENT

PROJECT NUMBER: 21034

CITY OF STARKVILLE
STARKVILLE, MS

PREPARED BY:

CITY OF STARKVILLE
ENGINEERING DEPARTMENT

DATE: SEPTEMBER 2021

The bulk of the Starkville Sportsplex drainage system was installed in 1997. Over time, the drainage pipes and inlets have begun to experience failures, i.e. sink holes around the inlet structures and sink holes along the drainage pipes (Figures 1-3). These failures are creating hazardous conditions within the Sportsplex which may lead to severe injuries.

Figure 1. Sink Hole at Inlet

Figure 2. Sink Hole Above Pipe

Figure 3. Sink Hole Above Pipe

In addition to the hazardous conditions mentioned above, continued erosion around inlet structures is creating the need for repairs to adjacent utilities and sidewalks. (Figure 4) In one instance, utility pipes near an inlet have become exposed due to this erosion. (Figure 5)

Figure 4. Sidewalk Damage

Figure 5. Exposed Utilities

The Sportsplex has approximately 6,500’ of drainage pipe and related inlet structures. In August 2021, the Engineering and Utilities Departments attempted to video approximately 4,400’ of the pipes (36 pipe runs) to determine their current condition. Due to the existing conditions of the pipes, only 2,200’ was

able to be videoed. Pipes which were not included in the assessment are either already scheduled to be replaced with the current Turf Field and Parking Lot Expansion projects, or were located near the Travis Outlaw Center and were not scheduled to be videoed. See Appendix A for a map of the Sportsplex Drainage System.

Of the 36 pipe runs attempted, 11 were able to be completely videoed. Six (6) runs are in generally good condition and do not require any type of repair. For the most part, these pipe runs were under the parking lots. See Figure 6 for an example of a pipe in good condition.

Figure 6. CI-10 – CI-11 Pipe in Good Condition

The remaining pipe runs all have some type of failure or defect. Most have longitudinal and spiral cracking as well as joint separation. While not an immediate concern, if left unrepaired, these failures will continue to worsen causing more sink holes in the future, potentially leading to severe injuries. See Figure 7 for an example of longitudinal cracking.

Figure 7. AI-23 – AI-19 Longitudinal Cracks

In most instances, the cracking and subsequent deformation was so severe, it was impossible to video the entire length of pipe due to the camera being unable to pass the deformations. Full replacement is recommended for these drainage pipes. Due to the extensive nature of the pipe failures and deformation, slip lining and point repairs are not recommended and would be cost prohibitive. See Figures 8-10 for examples of severe failures and pipe collapse. An opinion of probable construction cost for the recommended pipe replacement is shown in Appendix B.

Figure 8. AI-16 – AI-17 Pipe Failure

Figure 9. AI-28 – AI-29 Pipe Failure

Figure 10. AI-20 – AI-30 Pipe Collapse

A point repair is recommended for one section of pipe (Figure 11). This section is located adjacent to the work being done for the Turf Field and could potentially be added to that contract with a change order.

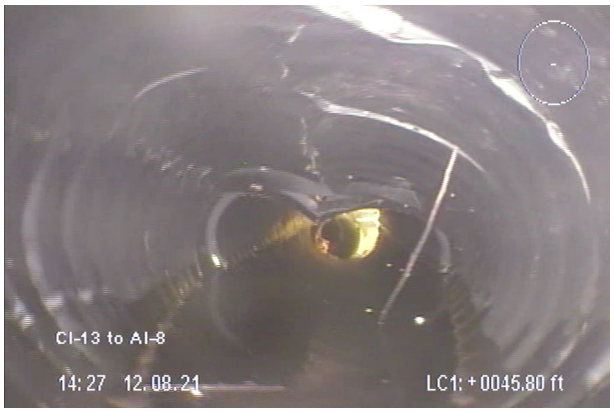
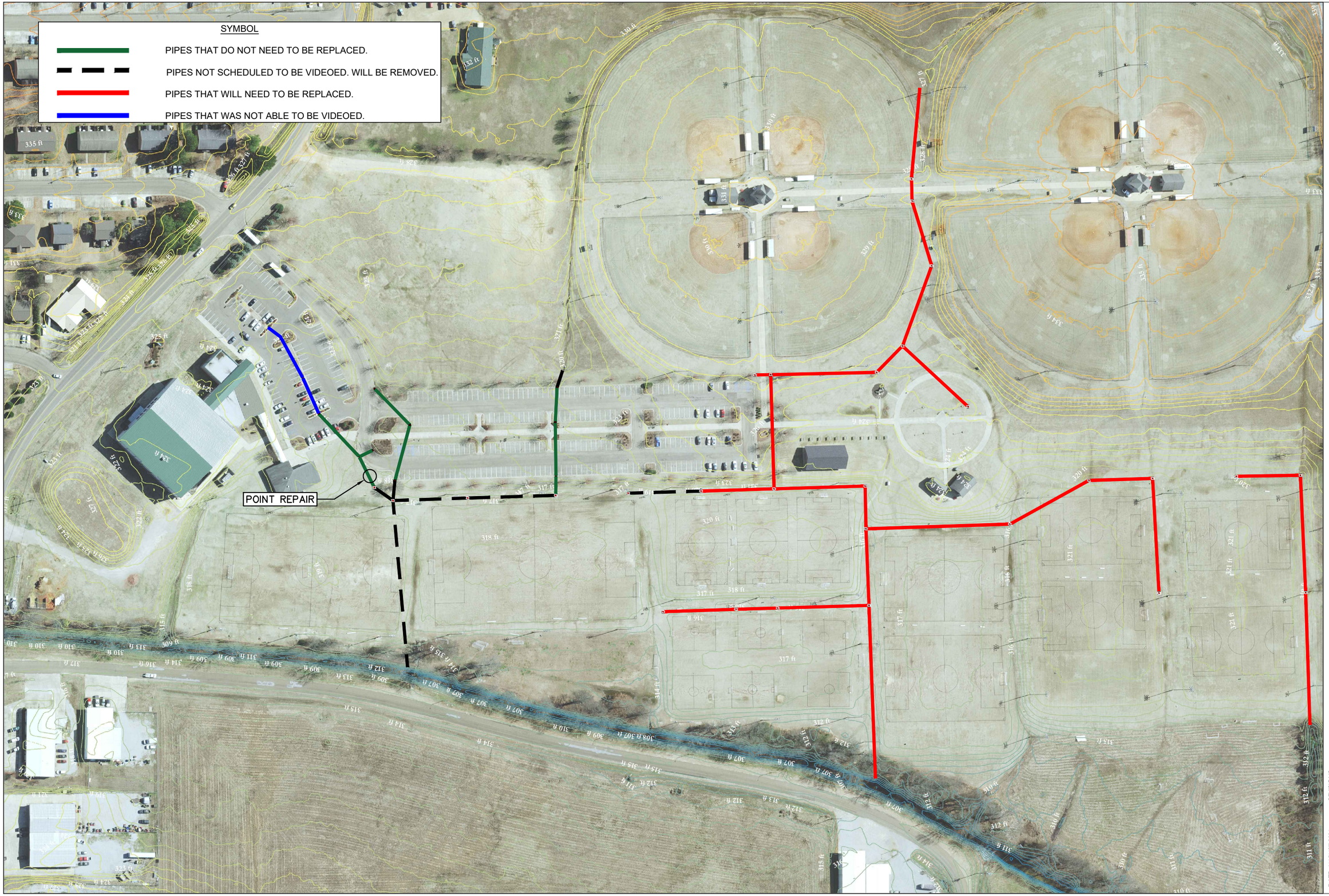


Figure 11. AI-8 – CI-13 Point Repair

APPENDIX A

Sportsplex Drainage System Map



HISTORIC
STARKVILLE
MISSISSIPPI'S FIRST TOWN

THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET | STARKVILLE, MS 39759
P: 662-323-2525 F: 662-323-4143

SPORTSPLEX DRAINAGE IMPROVEMENTS

BASE MAP

STARKVILLE, MS

REVISIONS:

DATE: AUGUST 2021
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: CAB
Q.C. BY: ECK
SCALE: 1:60
PROJECT #: 21034

SHEET NUMBER#:
C1.0

APPENDIX B

Opinion of Probable Construction Cost

CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

21034- SPORTSPLEX DRAINAGE

Opinion of Probable Construction Cost

September 2021

Description	Quantity	Unit	Unit Price	Extension
Mobilization (~8%)	1.0	LS	$ 42,000.00	$ 42,000.00
Removal of Pipe (4"-18")	2975.0	LF	$ 3.00	$ 8,925.00
Removal of Pipe (20"-36")	693.0	LF	$ 4.00	$ 2,772.00
Removal of Sidewalks	33.3	SY	$ 35.00	$ 1,166.67
Saw Cut Concrete (all thicknesses)	60.0	LF	$ 5.00	$ 300.00
Borrow Material (FM)	488.6	CY	$ 35.00	$ 17,101.00
Sod	1345.0	SY	$ 4.50	$ 6,052.50
Silt Fence	2000.0	LF	$ 3.75	$ 7,500.00
Wattles	1000.0	LF	$ 9.00	$ 9,000.00
57 Stone	180.5	CY	$ 85.00	$ 15,342.50
12" HP Pipe	690.0	LF	$ 51.00	$ 35,190.00
15" HP Pipe	795.0	LF	$ 60.00	$ 47,700.00
18" HP Pipe	1490.0	LF	$ 66.00	$ 98,340.00
24" HP Pipe	240.0	LF	$ 78.00	$ 18,720.00
30" HP Pipe	138.0	LF	$ 90.00	$ 12,420.00
36" HP Pipe	315.0	LF	$ 102.00	$ 32,130.00
Remove and Replace Chain Link Fence	60.0	LF	$ 35.00	$ 2,100.00
Concrete Sidewalk (4" thick) (w/out reinforcement)	33.3	SY	$ 65.00	$ 2,166.67
			Subtotal =	$ 358,926.33
			Contingency (15%) =	$ 53,838.95
			Base Bid Total =	$ 412,765.28

Alternate 1

Description	Quantity	Unit	Unit Price	Extension
Demo Storm Drain Inlets	25.0	EA	$ 800.00	$ 20,000.00
Area Inlets (including grate and frame)	25.0	EA	$ 7,500.00	$ 187,500.00
			Subtotal =	$ 207,500.00
			Contingency (15%) =	$ 31,125.00
			Alternate 1 Total =	$ 238,625.00
			Projected Total =	**$ 651,390.28**

AGENDA ITEM DEPT.: Engineering and Street

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 12.7.2021**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Approval of the 2022-2025 Capital Improvement Plan

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering and Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The plan will be presented at the 12/3/21 work session and the supporting documents will be attached for reference

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SUGGESTED MOTION: Move for approval of the 2022-2025 Capital Improvement Plan.

AGENDA ITEM DEPT.: Engineering and Street

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 12.07.2021
PAGE: 1

SUBJECT: Authorization for the City Engineer to advertise for all construction projects, construction related materials, construction related quotes, and consultant RFPs, as needed for the four-year capital improvement projects in accordance with MS State procurement processes; and authorization for the Mayor to negotiate and execute all construction and consultant contracts.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering and Street

DIRECTOR'S AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

This motion would allow the Engineering Department to advertise for bids for all construction projects included in the Capital improvement plan which are expected to be greater than $50,000 at the appropriate time. Acceptance of the low bidder would come back before the Board of Aldermen for approval, but this would eliminate the need to get Board approval for each individual project advertisement. It is recommended to proceed in this manner in order to commence construction as quickly as possible on many of the smaller type projects and complete as much as possible this construction season.

Further, this motion would give authorization for the Mayor to execute construction materials quotes (less than $50,000) and authorization to execute construction and consultant contracts (less than $50,000) for projects included in the Capital Improvement plan. All procurement/bidding/etc. will coincide with State public procurement laws and processes.

SUGGESTED MOTION: Move for approval for the City Engineer to advertise for all construction projects, construction related materials, construction related quotes, and consultant RFPs, as needed for the four-year capital improvement projects in accordance with MS State procurement processes; and authorization for the Mayor to negotiate and execute all construction and consultant contracts.

AGENDA ITEM DEPT.: Finance

CITY OF STARKVILLE COVERSHEET **AGENDA DATE** 12/72021

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

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: **FY 2021 – 2022 Budget**

FISCAL NOTE: Total Claims for the **FY 22** Claims Docket Ending November 30, 2021 is $1,469,015.79
Of which the claims amount for Starkville Utilities is $417,161.29

REQUESTING DEPARTMENT: Finance and Administration

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Cindy Perkins, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of November 30, 2021 for fiscal years ending 09/30/22, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.

Expense Approval Report

City of Starkville, MS

By Fund

Post Dates 11/18/2021 - 11/30/2021

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
CADENCE /ELAN VISA	52474139	11/10/2021	INDEED STARKVILLE UTILITIES	001-000-054-205	507.53
WALMART	INV0034094	11/12/2021	FIRE DEPT TURKEYS FOR FIRE D...	001-000-160-697	56.65
TANYA MULLEN	INV0034034	11/19/2021	REFUND OVERPAYMANT ON G...	001-000-118-795	34.80
CORY SHIERS	INV0034048	11/19/2021	RESTITUTION FROM DANIEL PR...	001-000-149-691	200.00
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-000-054-205	830.47
				Department 000 - UNDESIGNATED Total:	**1,629.45**
Department: 100 - BOARD OF ALDERMEN					
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-100-604-330	77.34
				Department 100 - BOARD OF ALDERMEN Total:	**77.34**
Department: 110 - MUNICIPAL COURT					
HOWARD INDUSTRIES	INV0034132	08/27/2021	COURT OPTIPLEX 3080 MICRO ...	001-110-918-805	1,991.00
TYLER TECHNOLOGIES	025-355634	10/28/2021	COURT API INCODE COURT AN...	001-110-918-805	2,083.33
CANON FINANCIAL SERVICES, I...	27650967	11/11/2021	CONTRACT AND METER CHARG...	001-110-604-330	128.88
CANON FINANCIAL SERVICES, I...	27650972	11/11/2021	CONTRACT AND METER CHARG...	001-110-604-330	118.90
CADENCE /ELAN VISA	INV0034121	11/18/2021	COMFORT SUITES DUI TRIAL	001-110-600-301	103.00
CADENCE /ELAN VISA	INV0034121	11/18/2021	COMFORT SUITES DUI TRIAL	001-110-600-301	113.30
STEGALL NOTARY SERVICE	INV0034096	11/19/2021	PROFESSIONAL MONICA S LAIRY..	001-110-600-301	158.00
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-110-604-330	77.34
				Department 110 - MUNICIPAL COURT Total:	**4,773.75**
Department: 120 - MAYORS OFFICE					
CANON FINANCIAL SERVICES, I...	27650970	11/11/2021	CONTRACT AND METER CHARG...	001-120-604-330	98.79
PETTY CASH VOUCHERS	INV0034051	11/16/2021	WATER FOR ALDERMAN MOLLY...	001-120-503-202	10.70
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-120-604-330	77.34
				Department 120 - MAYORS OFFICE Total:	**186.83**
Department: 123 - IT					
GOVERNMENT LEASING, LLC	GLC23851-22/60	11/05/2021	5 SURVEILANCE CAMERAS AND ...	001-123-918-806	667.00
SADA SYSTEMS	146166	11/09/2021	G SUITES LICENSES	001-123-600-300	14,400.00
CONVERGINT TECHNOLOGIES, L...	INV0034056	11/09/2021	11/20-11/21 RENEWAL OF GEN...	001-123-918-805	7,425.95
CANON FINANCIAL SERVICES, I...	27650962	11/11/2021	CONTRACT AND METER CHARG...	001-123-604-330	116.65
CLYDE C SCOTT INSURANCE	42112	11/23/2021	INSURANCE RENEWAL	001-123-620-370	17,854.00
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-123-604-330	77.34
				Department 123 - IT Total:	**40,540.94**
Department: 142 - CITY CLERKS OFFICE					
GOLDEN TRIANGLE PLANNING &..	10893	10/04/2021	CITY CLERK LOCAL MATCHING ...	001-142-600-338	6,000.00
WATKINS, WARD & STAFFORD, ...	183560	10/31/2021	FY20 AUDIT	001-142-600-301	46,500.00
LEANNE MCGARR	INV0034049	11/13/2021	A P ASSISTANCE	001-142-600-338	100.00
CINDY PERKINS	INV0034055	11/13/2021	A P TRAINING	001-142-600-338	360.00
ELIOT MCGREW	INV0034126	11/30/2021	11.22.21-11.30.21 CONTRACT R...	001-142-600-338	320.00
				Department 142 - CITY CLERKS OFFICE Total:	**53,280.00**
Department: 145 - OTHER ADMINISTRATIVE					
CADENCE /ELAN VISA	3068	11/08/2021	1099'S AND ENVELOPES	001-145-501-200	370.96
CANON FINANCIAL SERVICES, I...	27650961	11/11/2021	CONTRACT AND METER CHARG...	001-145-604-330	505.87
CANON FINANCIAL SERVICES, I...	27650967	11/11/2021	CONTRACT AND METER CHARG...	001-145-604-330	128.88
AMAZON CAPITAL SERVICES, IN...	INV0034090	11/19/2021	CITY CLERK SUPPLIES STAMP, P...	001-145-501-200	115.52
SULLIVAN'S OFFICE SUPPLY, INC.	68645	11/22/2021	CITY CLERK BUSINESS CARDS	001-145-501-200	14.01
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-145-604-330	77.34
SAFEGUARD BUSINESS SYSTEMS	034776344	11/29/2021	MINUTE BOOK 69 & 70 NO FILL...	001-145-501-200	423.16
				Department 145 - OTHER ADMINISTRATIVE Total:	**1,635.74**
Department: 159 - BONDING-CITY EMPLOYEES					
REYNOLDS/RENASANT INSURA...	1189737	11/15/2021	RENEW BOND MARK BALLARD	001-159-620-371	175.00

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
REYNOLDS/RENASANT INSURA...	1189738	11/15/2021	RENEW LESA HARDIN BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURA...	1189740	11/15/2021	RENEW BOND STEVEN KELLY	001-159-620-371	175.00
REYNOLDS/RENASANT INSURA...	1189750	11/15/2021	BOND FOR CINDY PERKINS	001-159-620-371	175.00
				Department 159 - BONDING-CITY EMPLOYEES Total:	**700.00**
Department: 169 - LEGAL					
WATKINS & EAGER PLLC	414280	11/08/2021	CITY HALL CONTINUING DISCLO...	001-169-600-309	2,259.95
MARK G. WILLIAMSON, ATTOR...	INV0034064	11/10/2021	SHANQUENNA HAIRSTON MUN...	001-169-600-309	200.00
MARK G. WILLIAMSON, ATTOR...	INV0034065	11/10/2021	CHRISTOPHER SMITH MUNICIP...	001-169-600-309	200.00
				Department 169 - LEGAL Total:	**2,659.95**
Department: 180 - HUMAN RESOURCES					
FEDEX	7-553-72272	11/03/2021	MAYOR OFFICE UKG PAYROLL S...	001-180-691-505	72.32
KRONOS	11838480	11/06/2021	UKG PAYROLL	001-180-691-505	3,830.50
CANON FINANCIAL SERVICES, I...	27650962	11/11/2021	CONTRACT AND METER CHARG...	001-180-604-330	116.64
FEDEX	7-568-35910	11/17/2021	MAYORS OFFICE UKG PAYROLL ...	001-180-691-505	24.50
CADENCE /ELAN VISA	52884147	11/26/2021	INDEED HR	001-180-610-340	500.86
				Department 180 - HUMAN RESOURCES Total:	**4,544.82**
Department: 190 - CITY PLANNER					
CANON FINANCIAL SERVICES, I...	27650970	11/11/2021	CONTRACT AND METER CHARG...	001-190-604-330	98.79
WIER BOERNER ALLIN ARCHITE...	ARB1121	11/11/2021	COMMUNITY DEVELOPMENT ...	001-190-600-305	200.00
MUNICODE	00365586	11/14/2021	ANNUAL SELF-PUBLICATION SO...	001-190-690-554	3,390.00
CADENCE /ELAN VISA	50B42F29-0002	11/15/2021	MUNICODE PRO COMMUNITY ...	001-190-690-554	295.00
MUNICODE	50B42F29-0002	11/15/2021	COMMUNITY DEVELOPMENT O...	001-190-690-554	295.00
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-190-604-330	77.33
STARKVILLE DAILY NEWS	0000312	12/01/2021	COMMUNITY DEV.	001-190-501-200	134.00
				Department 190 - CITY PLANNER Total:	**4,490.12**
Department: 192 - GENERAL GOVERN BLDG & PLANT					
TCC FACILITES MANAGEMENT, ...	4457	11/08/2021	ENGINEERING SUITE 11.8.21	001-192-600-338	1,000.00
AMAZON CAPITAL SERVICES, IN...	113-1002357-9764202	11/09/2021	COMMUNITY DEV OFFICE CLOR...	001-192-510-220	129.99
CINTAS	4101113653	11/09/2021	CITY HALL	001-192-510-220	11.40
CINTAS	4101113697	11/09/2021	CITY HALL	001-192-510-220	65.15
NORTHEAST EXTERMINATING	INV0034033	11/09/2021	11.9.21	001-192-600-338	45.00
LIGHTS & BALLASTS, LLC	07030	11/12/2021	11.12.21	001-192-630-403	491.00
CINTAS	4101674415	11/15/2021	CITY HALL	001-192-510-220	11.40
CINTAS	4101674472	11/15/2021	CITY HALL	001-192-510-220	65.15
ATMOS ENERGY	4012591687	11/16/2021	CITY HALL	001-192-625-380	629.29
PETTY CASH VOUCHERS	INV0034050	11/16/2021	LIGHT BULBS MOLLY BEARS	001-192-630-403	10.68
R&M TIRES	1135462	11/19/2021	FLAT REPAIR ON KICKS	001-192-510-204	25.00
CINTAS	4102447853	11/22/2021	CITY HALL ALC FOAM HND SNT ...	001-192-510-220	11.40
CINTAS	4102447869	11/22/2021	CITY HALL MAT, PAPER, AUTOS...	001-192-510-220	65.15
PETTY CASH VOUCHERS	INV0034125	11/23/2021	TRASH BAGS	001-192-510-220	13.42
CINTAS	4103194071	11/30/2021	CITY HALL SUPPLIES	001-192-510-220	65.15
CINTAS	4103194122	11/30/2021	CITY HALL SUPPLIES	001-192-510-220	11.40
				Department 192 - GENERAL GOVERN BLDG & PLANT Total:	**2,650.58**
Department: 197 - ENGINEERING					
FUELMAN / FLEETCOR	NP61084426	11/08/2021	11/18/2021-11/14/2021	001-197-525-231	58.02
CANON FINANCIAL SERVICES, I...	27650970	11/11/2021	CONTRACT AND METER CHARG...	001-197-604-330	98.79
FUELMAN / FLEETCOR	NP61115007	11/22/2021	11.15.21-11.21.21	001-197-525-231	46.30
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-197-604-330	77.33
				Department 197 - ENGINEERING Total:	**280.44**
Department: 201 - POLICE DEPARTMENT					
PRECISION DELTA CORPORATI...	21799	08/18/2021	POLICE DEPT FIRING RANGE SU...	001-201-545-238	2,169.60
STARKVILLE RADIOLOGY PLLC	INV0034085	09/26/2021	POLICE DEPT PRISONER MICHA...	001-201-541-240	32.00
STARKVILLE RADIOLOGY PLLC	INV0034084	10/05/2021	POLICE DEPT PRISONER ANA VI...	001-201-541-240	30.00
DANNY MCCLUSKEY TOWING	4206	10/12/2021	police dept	001-201-600-300	150.00
DANNY MCCLUSKEY TOWING	4205	10/13/2021	POLICE DEPT BLACK TAHOE DET...	001-201-600-300	55.00
HARLEY-DAVIDSON OF CENTRAL..	INV0034073	10/22/2021	POLICE DEPT LEASE 10.22.21-01...	001-201-635-367	3,150.00
STARKVILLE RADIOLOGY PLLC	INV0034083	10/23/2021	POLICE DEPT SHAMAR BANKS P...	001-201-541-240	460.00
DYLAN PEDEN	INV0034129	10/26/2021	REIMBURSE MEAL PHILADELPH...	001-201-690-552	58.24

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SCOTT PETROLEUM DIV. #15	M-17253A	10/26/2021	POLICE DEPT FIRING RANGE SU...	001-201-545-238	48.00
DANNY MCCLUSKEY TOWING	4235	10/28/2021	POLICE DEPT RED FORD F150 U...	001-201-600-300	100.00
AT&T-NCIC MONITOR LINE	3132635452	11/01/2021	POLICE DEPT NCIC 11.01.21-11....	001-201-604-330	222.45
CITY OF COLUMBUS	SPD-001336-1121	11/01/2021	POLICE DEPT 2 CHEMICAL SUBS...	001-201-600-300	120.00
NEWELL PAPER COMPANY	3139421	11/03/2021	POLICE DEPT JANITORIAL SUPPL...	001-201-555-208	87.80
WALMART	INV0034081	11/04/2021	POLICE DEPT BIKE UNIT PARTS	001-201-556-251	58.68
MID-SOUTH UNIFORM & SUPPL...	622985	11/05/2021	POLICE DEPT BADGES FOR CHIE...	001-201-535-233	483.92
MID-SOUTH UNIFORM & SUPPL...	623053	11/08/2021	POLICE DEPT LOWE,MCTAGGA...	001-201-535-233	411.72
FUELMAN / FLEETCOR	NP61084426	11/08/2021	11/18/2021-11/14/2021	001-201-525-231	2,653.93
S.T.O.R.M -SOBREITY TRAINED ...	137	11/09/2021	POLICE DEPT S.T.O.R.M DUES M...	001-201-690-555	30.00
JANTZ ENTERPRISE LLC	13769	11/09/2021	POLICE DEPT REPAIRS CHIEF BA...	001-201-630-360	255.00
PARKER CDJR*	INV0034079	11/09/2021	POLICE DEPT OIL/FILTER MH52...	001-201-630-360	66.21
NORTHEAST EXTERMINATING	INV0034080	11/09/2021	POLICE MONTHLY BLDG PEST E...	001-201-600-300	50.00
COMSOUTH	199548	11/10/2021	POLICE DEPT TROUVLESHOOT ...	001-201-630-360	237.50
COMSOUTH	199550	11/10/2021	POLICE DEPT REPLACE CONTROL..	001-201-630-360	285.00
COMSOUTH	199551	11/10/2021	POLICE DEPT REPAIRED CONNE...	001-201-630-360	237.50
COMSOUTH	199556	11/10/2021	POLICE DEPT TROUBLESHOOT ...	001-201-630-360	142.50
COMSOUTH	199557	11/10/2021	POLICE DEPT REPAIR POWER TO..	001-201-630-360	261.25
COMSOUTH	199558	11/10/2021	POLICE DEPT REPLACED MODU...	001-201-630-360	237.50
HOWARD INDUSTRIES	21-00535822	11/10/2021	POLICE DEPT MICROSOFT OFFIC...	001-201-501-200	247.00
BRISLIN, INC	211359	11/11/2021	POLICE DEPT HVAC	001-201-630-426	560.21
CANON FINANCIAL SERVICES, I...	27650965	11/11/2021	CONTRACT AND METER CHARG...	001-201-635-369	551.04
CANON FINANCIAL SERVICES, I...	27650966	11/11/2021	CONTRACT AND METER CHARG...	001-201-635-369	58.07
CANON FINANCIAL SERVICES, I...	27650968	11/11/2021	POLICE. CONTRACT AND METER...	001-201-635-369	267.35
NEWELL PAPER COMPANY	3139658	11/11/2021	POLICE DEPT DISINFECTANT CL...	001-201-555-208	228.51
AT&T-NCIC MONITOR LINE	INV0034123	11/14/2021	NCIC MONITORING LINE	001-201-604-330	41.66
R&M TIRES	1135370	11/15/2021	POLICE DEPT SHOP REPAIRS & ...	001-201-630-360	284.84
AMAZON CAPITAL SERVICES, IN...	17C6-6JNM-JQNQ	11/15/2021	POLICE DEPT FIRING RANGE SU...	001-201-545-238	28.97
MAGNOLIA BOTTLED WATER CO	50930	11/15/2021	POLICE DEPT 11 COOLER WATER	001-201-501-200	95.00
AT&T VPN SERVICE	5897984607	11/15/2021	POLICE DEPT VPN SERVICE 10.1...	001-201-604-330	205.61
SAMANTHA GILLEN	INV0034075	11/15/2021	POLICE DEPT REIMBURSEMENT ...	001-201-535-233	340.80
SCOTT LOMAX	INV0034076	11/15/2021	POLICE DEPT REIMBURSEMENT ...	001-201-535-233	58.73
JOHN PEARSON	INV0034077	11/15/2021	POLICE DEPT REIMBURSEMENT...	001-201-535-233	115.30
PARKER CDJR*	INV0034078	11/15/2021	POLICE DEPT REPLACE OIL AND ...	001-201-630-360	70.65
OCH REGIONAL MEDICAL CTR	INV0034082	11/15/2021	POLICE DEPT PRISONER EXP NI...	001-201-541-240	405.00
STARKVILLE FAMILY PRACTICE	INV0034130	11/15/2021	L.COLLIER AND B.BROWNLEE PR..	001-201-541-240	390.00
GULF STATES DISTRIBUTORS, IN...	1403472-IN	11/16/2021	POLICE DEPT 2 CASES 9MM GEN..	001-201-556-251	590.00
BRISLIN, INC	211398	11/16/2021	POLICE DEPT SERVICE AGREEM...	001-201-630-426	2,420.00
ATMOS ENERGY	4022600568	11/17/2021	STARKVILLE POLICE DEPT	001-201-625-380	44.13
MAXXSOUTH BROADBAND	INV0034086	11/17/2021	POLICE DEPT INTERNET FORENS...	001-201-604-330	79.06
MAGNOLIA BOTTLED WATER CO	M-17253	11/18/2021	OFFICE SUPPLIES 5 COOLER WA...	001-201-501-200	40.00
MLEOTA	90111729	11/19/2021	POLICE DEPT TRAINING BENJA...	001-201-690-552	1,500.00
COMSOUTH	199549	11/22/2021	POLICE DEPT REMOVED EQUIP...	001-201-630-360	522.50
LOWNDES COUNTY SHERIFF'S D...	INV0034105	11/22/2021	2 JUVENILE DENTION BEDS RES...	001-201-541-238	22,812.51
FUELMAN / FLEETCOR	NP61115007	11/22/2021	11.15.21-11.21.21	001-201-525-231	3,276.63
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-201-604-330	77.33
FUELMAN / FLEETCOR	NP61136876	11/29/2021	FUEL REPORT 11.22.21-11.28.21	001-201-525-231	2,588.35
				Department 201 - POLICE DEPARTMENT Total:	**49,993.05**
Department: 245 - DISPATCHERS					
SOUTHERN TRAINING INSTITUTE	2021010	11/05/2021	POLICE DISPATCHER TRAINING	001-245-690-552	395.00
				Department 245 - DISPATCHERS Total:	**395.00**
Department: 246 - CODE ENFORCEMENT					
ALISON CHILDS	INV0034113	11/19/2021	REIMBURESEMENT CLOTHING ...	001-246-535-233	96.25
				Department 246 - CODE ENFORCEMENT Total:	**96.25**
Department: 261 - FIRE DEPARTMENT					
PIERCE CLARK	010921	09/10/2021	FIRE DEPT PUBLIC SAFETY DIVER..	001-261-600-390	4,722.60
JALEN CALMES	INV0034074	09/20/2021	FIRE DEPT REIMBURSEMENT W...	001-261-600-390	50.00
JOSHUA MOFFETT	INV0034061	09/21/2021	FIRE DEPT REIMBURSE WORK K...	001-261-600-390	45.00
SHEPS CLEANERS- FIRE ACCOU...	40089	10/01/2021	FIRE DEPT UNIFORM CLEANING	001-261-600-430	16.50

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SARAH THOMPSON	INV0034059	10/04/2021	REIMBURSE COVID 19 TEST 10.4..	001-261-600-390	75.00
JALEN CALMES	INV0034062	10/04/2021	FIRE DEPT REIMBURSE COVID 19..	001-261-600-390	10.00
JOSHUA MOFFETT	INV0034063	10/04/2021	FIRE DEPT REIMBURSEMENT C...	001-261-600-390	50.00
ZACK BOREN	INV0034115	10/04/2021	REIMBURSE COVID 19 TEST	001-261-600-390	50.00
HUNTER KOZLOW	INV0034116	10/04/2021	REIMBURSE COVID 19 TEST	001-261-600-390	30.00
ANNA BETH ROBERTSON	INV0034114	10/18/2021	REIMBURSE COVID 19 TEST	001-261-600-390	50.00
ARMY NAVY PAWN SHOP	102521A	10/22/2021	FIRE DEPT 10.22.21	001-261-535-233	1,665.00
IAAI	58672	10/28/2021	FIRR DEPT MEMBERSHIP MARK...	001-261-554-240	125.00
LANN CHEMICAL & SUPPLY	090953	11/01/2021	FIRE DEPT 11.1.21	001-261-555-208	487.80
ALARM SECURITIES, INC. dba ASI	11012021-133.	11/01/2021	FIRE DEPT MONTHLY MAINTEN...	001-261-604-330	52.82
O'REILLY AUTO PARTS	0097-223496	11/04/2021	FIRE DEPT 11.4.21	001-261-630-360	82.78
NEWELL PAPER COMPANY	3139405	11/04/2021	FIRE DEPT 11.4.21	001-261-555-208	127.96
EAST MISSISSIPPI LUMBER CO.	A95628	11/08/2021	FIRE DEPT 11.8.21	001-261-555-250	16.11
WALMART	INV0034053	11/08/2021	FIRE DEPT 11.8.21	001-261-555-250	48.36
FUELMAN / FLEETCOR	NP61084426	11/08/2021	11/18/2021-11/14/2021	001-261-525-231	985.76
THOMPSON MACHINERY*	RP18371	11/08/2021	FIRE DEPT 11.8.21	001-261-630-360	495.15
JALEN CALMES	INV0034091	11/09/2021	FIRE DEPT REIMBURSEMENT F...	001-261-600-390	13.06
POWERSTROKE EQUIPMENT SA...	6207	11/10/2021	FIRE DEPT HYDRO FILTER AND O..	001-261-630-360	62.97
LOWE'S-FIRE	INV0034092	11/10/2021	FIRE DEPT VACCUMM, COMPRE...	001-261-630-360	683.00
CATS - CENTRAL ALABAMA TRA...	17042631	11/11/2021	FIRE DEPT SCFS-2-4HP CONTAI...	001-261-918-805	7,850.00
CANON FINANCIAL SERVICES, I...	27650964	11/11/2021	FIRE DEPT COPIER CHARGES	001-261-604-330	266.18
LOWE'S-FIRE	INV0034093	11/12/2021	FIRE DEPT (3) FILTERS	001-261-555-250	38.40
STARKVILLE UTILITIES	INV0034120	11/15/2021	UTILITIES 103.21-11.3.21	001-261-625-380	623.66
THOMPSON MACHINERY*	RP18379	11/15/2021	FIRE DEPT 11.15.21	001-261-630-360	551.07
THOMPSON MACHINERY*	RP18382	11/15/2021	FIRE DEPT 11.15.21	001-261-630-360	505.54
ATMOS ENERGY	3020829684	11/16/2021	FIRE STATION #3	001-261-625-380	101.19
M'PRINTS	47382	11/16/2021	FIRE DEPT STARKVILLE FIRE TSH...	001-261-535-233	1,373.75
M'PRINTS	47385	11/16/2021	FIRE DEPT SWEATPANTS	001-261-535-233	910.00
STARKVILLE AUTO PARTS	5151-148448	11/16/2021	FIRE DEPT ANTIFREEZE	001-261-630-360	89.94
LOWE'S	INV0034052	11/16/2021	FIRE DEPT PAINT SUPPLIES 11.1...	001-261-558-269	162.63
WELDING WORKS LLC, THE	INV0034087	11/17/2021	FIRE DEPT 2 1X1 SQUARE TUBE ...	001-261-630-360	40.00
LOWE'S-FIRE	INV0034088	11/17/2021	FIRE DEPT SUPPLIES FOR DIVE T...	001-261-555-250	219.99
O'REILLY AUTO PARTS	0097-225783	11/18/2021	FIRE DEPT BRAKE PAD AND GRE...	001-261-630-360	47.42
W.S. DARLEY & CO.	17449377	11/18/2021	17449377	001-261-535-233	56.75
SCOTT PETROLEUM DIV. #15	693109	11/18/2021	FIRE DEPT LP GAS ST 5	001-261-625-380	320.28
STATE FIRE ACADEMY	29165	11/19/2021	FIRE DEPT DRIVER OPERATOR 1...	001-261-600-390	1,510.80
LOWE'S-FIRE	INV0034089	11/19/2021	FIRE DEPT SUPPLIES FOR ST 5 R...	001-261-558-269	8.52
JALEN CALMES	INV0034098	11/19/2021	JALEN CALMES REIMBURSEME...	001-261-600-390	10.54
STARKVILLE UTILITIES	INV0034118	11/19/2021	UTILITIES 10.11.21-11.12.21	001-261-625-380	443.37
EMPIRE TRUCK SALES, LLC	RE005014373.01	11/19/2021	FIRE DEPT REPAIR E5	001-261-630-360	2,195.63
DAVIS PAPER & CHEMICAL	2826	11/22/2021	FIRE DEPT JANITORIAL SUPPLIES	001-261-630-360	143.85
FOUR COUNTY ELECTRIC POWE...	INV0034107	11/22/2021	STREET 212849-031	001-261-625-380	47.20
FOUR COUNTY ELECTRIC POWE...	INV0034108	11/22/2021	STREET 10.3.21-11.4.21	001-261-625-380	46.17
ATMOS ENERGY	INV0034110	11/22/2021	FIRE ST #1 3015511080	001-261-625-380	94.23
FUELMAN / FLEETCOR	NP61115007	11/22/2021	11.15.21-11.21.21	001-261-525-231	1,058.70
GATEWAY TIRE & SERVICE CEN...	1018-153511	11/23/2021	FIRE DEPT TIRES E3	001-261-630-360	1,187.08
ATMOS ENERGY	INV0034122	11/23/2021	STARKVILLE FIRE STATION #4	001-261-625-380	761.92
FOUR COUNTY ELECTRIC POWE...	INV0034124	11/23/2021	SIREN ON BABYLON	001-261-625-380	43.03
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-261-604-330	77.33
FUELMAN / FLEETCOR	NP61136876	11/29/2021	FUEL REPORT 11.22.21-11.28.21	001-261-525-231	704.18
				Department 261 - FIRE DEPARTMENT Total:	**31,434.22**
Department: 281 - BUILDING/CODES OFFICE					
CANON FINANCIAL SERVICES, I...	27650970	11/11/2021	CONTRACT AND METER CHARG...	001-281-604-330	98.78
FUELMAN / FLEETCOR	NP61115007	11/22/2021	11.15.21-11.21.21	001-281-525-231	41.51
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-281-604-330	77.33
				Department 281 - BUILDING/CODES OFFICE Total:	**217.62**
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
FOUR COUNTY ELECTRIC POWE...	INV0034066	10/03/2021	CIVIL AIR PATROL	001-290-625-380	48.28
STARKVILLE UTILITIES	INV0034067	11/09/2021	CIVIL DEFENSE	001-290-625-380	26.28
STARKVILLE UTILITIES	INV0034120	11/15/2021	UTILITIES 103.21-11.3.21	001-290-625-380	77.28

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0034118	11/19/2021	UTILITIES 10.11.21-11.12.21	001-290-625-380	44.76
			Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:		**196.60**
Department: 301 - STREET DEPARTMENT					
FOUR COUNTY ELECTRIC POWE...	INV0034066	10/03/2021	CIVIL AIR PATROL	001-301-625-380	294.70
AUTOZONE	0426216184	11/02/2021	STREET DEPT 11.9.21	001-301-630-360	26.03
LEE'S PRECAST CONCRETE, INC	1631	11/02/2021	PARKING STOPS CONCRETE	001-301-560-270	614.00
KIMBALL MIDWEST	9348585	11/02/2021	STREET DEPT PIN	001-301-555-250	25.10
BELL BUILDING SUPPLY, INC.	333116	11/03/2021	STREET DEPARTMENT 11.9.21	001-301-560-270	47.96
AMAZON CAPITAL SERVICES, IN...	13FX-D11P-4Q37	11/04/2021	STREET DEPT 11.9.21 GLOVES	001-301-555-250	118.08
KIMBALL MIDWEST	9355077	11/04/2021	SUPPLIES/MATERIAL	001-301-555-250	394.95
CADENCE /ELAN VISA	INV0034119	11/04/2021	ENGINEERING SHELVING UNIT	001-301-555-250	865.83
AUTOZONE	0426219265	11/05/2021	STREET DEPT 11.9.21	001-301-630-360	30.29
IVY AUTO PARTS, LLC.	674944	11/05/2021	STREET DEPT	001-301-630-360	267.95
OKTIBBEHA COUNTY COOPERAT..	730828	11/05/2021	STREET DEPT WINTER UNIFOR...	001-301-691-550	443.32
JAVIER CLAY	INV0034072	11/05/2021	STREET DEPT REIMBURSEMENT...	001-301-691-550	16.00
FASTENAL COMPANY	MSSTA99196	11/05/2021	CORNERSTONE PARK	001-301-560-270	684.95
BELL BUILDING SUPPLY, INC.	333443	11/08/2021	STREET DEPT PAINT ITEMS	001-301-565-272	51.57
MMC MATERIALS, INC.	734179	11/08/2021	STREET DEPT CONCRETE	001-301-560-270	657.00
MSU FACILITIES MANAGEMENT-..	INV0034099	11/08/2021	TRAFFIC SIGNAL SPRING AND L...	001-301-625-380	30.92
FUELMAN / FLEETCOR	NP61084426	11/08/2021	11/18/2021-11/14/2021	001-301-525-231	905.57
BELL BUILDING SUPPLY, INC.	333548	11/09/2021	STREET DEPT SUPPLIES	001-301-555-250	205.54
CINTAS	4101113687	11/09/2021	STREET DEPT	001-301-555-250	35.00
STARKVILLE AUTO PARTS	5151148261	11/09/2021	STREET DEPT REPAIR STREET V...	001-301-630-360	119.41
STARKVILLE AUTO PARTS	5151148261	11/09/2021	STREET DEPT REPAIR STREET V...	001-301-630-360	119.95
KIMBALL MIDWEST	9369008	11/09/2021	STREET DEPT BOLT STORAGE RE...	001-301-555-250	1,814.45
STARKVILLE UTILITIES	INV0034067	11/09/2021	CIVIL DEFENSE	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0034067	11/09/2021	CIVIL DEFENSE	001-301-625-380	28,600.18
AUTOZONE	0426223602	11/10/2021	STREET DEPT TOOLS	001-301-555-250	20.89
IVY AUTO PARTS, LLC.	675233	11/10/2021	STREET SEPT AIR TANK	001-301-555-250	99.99
EDWARD KEMP	INV0034071	11/10/2021	STREET DEPT REIMBURSEMENT...	001-301-691-550	16.00
CADENCE /ELAN VISA	INV0034097	11/10/2021	STREET DEPT TRACTOR SUPPLY	001-301-560-270	934.94
CADENCE /ELAN VISA	INV0034127	11/10/2021	ENGINEERING DEPT YOUGH TO...	001-301-555-250	240.54
GATEWAY TIRE & SERVICE CEN...	1018152940	11/12/2021	STREET DEPT O-RING	001-301-555-250	91.69
CINTAS	5083912146	11/12/2021	STREET DEPT RESTOCK FIRST AI...	001-301-555-250	168.17
LOWE'S	INV0034069	11/12/2021	TOOLS STREET DEPT	001-301-555-250	858.74
BELL BUILDING SUPPLY, INC.	334034	11/15/2021	STREET DEPT PAINT SUPPLIES	001-301-565-272	24.95
CINTAS	401674433	11/15/2021	STREET DEPT	001-301-555-250	35.00
STARKVILLE AUTO PARTS	5151-148419	11/15/2021	STREET DEPT REPAIR TO VEHICLE	001-301-630-360	36.06
STARKVILLE AUTO PARTS	5151-148425	11/15/2021	STREET DEPT REPAIR TO VEHICLE	001-301-630-360	70.99
STARKVILLE UTILITIES	INV0034120	11/15/2021	UTILITIES 103.21-11.3.21	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0034120	11/15/2021	UTILITIES 103.21-11.3.21	001-301-625-380	40.38
AUTOZONE	0426229218	11/16/2021	STREET DEPT REPAIR STREET D...	001-301-630-360	117.95
ATMOS ENERGY	3020752444	11/16/2021	STREET DEPT	001-301-625-380	230.60
BELL BUILDING SUPPLY, INC.	334155	11/16/2021	STREET DEPT SPRAYER, SHOVEL...	001-301-555-250	135.97
STARKVILLE LP GAS	2700924	11/17/2021	PROPANE	001-301-555-250	55.00
STARKVILLE AUTO PARTS	5151-148462	11/17/2021	STREET DEPT REPAIR DEPT VEH...	001-301-630-360	12.99
IVY AUTO PARTS, LLC.	675728	11/17/2021	STREET DEPT SUPPLIES	001-301-555-250	199.00
FASTENAL COMPANY	MSSTA99348	11/17/2021	STREET DEPT SUPPLIES	001-301-555-250	24.62
FASTENAL COMPANY	MSSTA99355	11/17/2021	STREET DEPT VEST SAFETY ITE...	001-301-555-250	414.12
OKTIBBEHA COUNTY COOPERAT..	734656	11/18/2021	STREET DEPT UNIFORMS PINKS...	001-301-691-550	181.92
LOWE'S-STREET	INV0034070	11/19/2021	STREET SUPPLIES	001-301-555-250	35.28
STARKVILLE UTILITIES	INV0034111	11/19/2021	UTILITIES 9.26.21-10.26.21	001-301-625-380	4.50
STARKVILLE UTILITIES	INV0034111	11/19/2021	UTILITIES 9.26.21-10.26.21	001-301-625-380	989.83
STARKVILLE UTILITIES	INV0034111	11/19/2021	UTILITIES 9.26.21-10.26.21	001-301-625-380	2,124.53
STARKVILLE UTILITIES	INV0034111	11/19/2021	UTILITIES 9.26.21-10.26.21	001-301-625-380	4.50
STARKVILLE UTILITIES	INV0034111	11/19/2021	UTILITIES 9.26.21-10.26.21	001-301-625-380	887.02
STARKVILLE UTILITIES	INV0034111	11/19/2021	UTILITIES 9.26.21-10.26.21	001-301-625-380	259.77
STARKVILLE UTILITIES	INV0034111	11/19/2021	UTILITIES 9.26.21-10.26.21	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0034111	11/19/2021	UTILITIES 9.26.21-10.26.21	001-301-625-380	110.88
STARKVILLE UTILITIES	INV0034111	11/19/2021	UTILITIES 9.26.21-10.26.21	001-301-625-380	214.49

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0034118	11/19/2021	UTILITIES 10.11.21-11.12.21	001-301-625-380	347.78
CINTAS	4102447868	11/22/2021	STREET DEPT SHOP TWL, MAT,...	001-301-555-250	72.79
FUELMAN / FLEETCOR	NP61115007	11/22/2021	11.15.21-11.21.21	001-301-525-231	1,417.12
SGK LANDSCAPES, LLC	PS18067	11/23/2021	AVE OF PATRIOTS TREE REMOV...	001-301-691-510	1,921.06
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-301-604-330	77.33
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-301-604-330	77.33
AMAZON CAPITAL SERVICES, IN...	16QC-R6HK-GPXW	11/24/2021	COMPUTER LYLE MECASKEY	001-301-555-250	133.22
FUELMAN / FLEETCOR	NP61136876	11/29/2021	FUEL REPORT 11.22.21-11.28.21	001-301-525-231	387.74
CINTAS	4103194142	11/30/2021	STREET DEPT SUPPLIES	001-301-555-250	35.00
				Department 301 - STREET DEPARTMENT Total:	**49,535.77**
Department: 360 - ANIMAL CONTROL					
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	001-360-604-330	77.33
				Department 360 - ANIMAL CONTROL Total:	**77.33**
Department: 550 - PARKS AND REC DEPARTMENT					
MSU GOLF COURSE	INV0034131	10/18/2021	18 HOLES OF GOLF, CART, AND ...	001-550-501-415	798.00
NEWELL PAPER COMPANY	3139636	10/27/2021	PARKS AND RECREATION 8' EXT...	001-550-501-110	45.40
CLARK BEVERAGE GROUP, INC	4832468	11/01/2021	PARKS AND RECREATION DEPT	001-550-600-355	94.60
FUELMAN / FLEETCOR	NP61084426	11/08/2021	11/18/2021-11/14/2021	001-550-525-231	42.65
CANON FINANCIAL SERVICES, I...	27650963	11/11/2021	CONTRACT AND METER CHARG...	001-550-600-330	366.33
FARRELL-CALHOUN CO	027014206	11/17/2021	PARKS AND RECREATION BEAUT..	001-550-501-200	473.69
ATMOS ENERGY	3018222235	11/19/2021	STARKVILLE PARKS ADMIN BLDG	001-550-600-340	191.90
RICHARD A. HILL JR.	INV0034039	11/19/2021	YOUTH FLAG FOOTBALL	001-550-600-320	150.00
TIM BUSH	INV0034040	11/19/2021	YOUTH FLAG FOOTBALL	001-550-600-320	125.00
KENYON SELF	INV0034041	11/19/2021	YOUTH FLAG FOOTBALL	001-550-600-320	150.00
CALEB GREEN	INV0034042	11/19/2021	YOUTH FLAG FOOTBALL	001-550-600-320	75.00
DILLON SPEARS	INV0034043	11/19/2021	YOUTH FLAG FOOTBALL	001-550-600-320	150.00
PARKER LEE	INV0034044	11/19/2021	YOUTH FLAG FOOTBALL	001-550-600-320	100.00
TREVOR HERRING	INV0034045	11/19/2021	YOUTH FLAG FOOTBALL	001-550-600-320	125.00
CHRISTIAN TANNER MCREYNO...	INV0034046	11/19/2021	YOUTH FLAG FOOTBALL	001-550-600-320	175.00
LIBERTY WASTE, INC.	4289	11/21/2021	PORTA JOHN RENTAL JL KING P...	001-550-600-300	180.00
ATMOS ENERGY	INV0034109	11/22/2021	PARKS AND RECREATION 30199...	001-550-600-340	38.89
FUELMAN / FLEETCOR	NP61115007	11/22/2021	11.15.21-11.21.21	001-550-525-231	151.14
SECURITY SOLUTIONS	221646	12/01/2021	CLOUD ACCESS FEE 3 DOORS T...	001-550-630-426	360.00
				Department 550 - PARKS AND REC DEPARTMENT Total:	**3,792.60**
Department: 600 - CAPITAL PROJECTS					
KIMLEY HORN	EST17	11/11/2021	CITY MDOT REIMBURSEMENT	001-600-948-860	1,139.54
SECURITY SOLUTIONS	221647	12/01/2021	ANNUAL MATORS OFFICE PANIC..	001-600-901-812	384.00
				Department 600 - CAPITAL PROJECTS Total:	**1,523.54**
				Fund 001 - GENERAL FUND Total:	**254,711.94**
Fund: 015 - AIRPORT FUND					
Department: 000 - UNDESIGNATED					
ROBERT SMITH	INV0034058	11/09/2021	AIRPORT PREPAID HANGAR RE...	015-000-371-640	375.00
				Department 000 - UNDESIGNATED Total:	**375.00**
Department: 505 - AIRPORT					
RACKLEY OIL INC.	562425	10/31/2021	FIRE DEPT	015-505-525-231	175.19
MAXXSOUTH BROADBAND	J-2744	11/06/2021	AIRPORT 11.11.21-12.10.21	015-505-600-338	148.85
OKTIBBEHA COUNTY COOPERAT..	0010036	11/08/2021	AIRPORT	015-505-501-198	98.85
MID-SOUTH MACHINE & HYD	637792-001	11/12/2021	AIRPORT REPAIR FORD TRACTO...	015-505-630-400	139.84
ROBEN DAWKINS	INV0034101	11/12/2021	ROBEN DAWKINS REIMBURSE...	015-505-610-350	315.52
ROBEN DAWKINS	INV0034102	11/12/2021	REIMBURSEMENT MILAGE TO ...	015-505-610-350	309.13
RODNEY LINCOLN	INV0034103	11/12/2021	REIMBURSEMENT ROOMS FOR...	015-505-610-350	1,080.35
AUDIE HUGHES	INV0034104	11/12/2021	ROUND TRIP FOR MILEAGE TO...	015-505-610-350	315.52
LOWE'S- AIRPORT	INV0034100	11/17/2021	AIRPORT J-2745 ELECTRONIC D...	015-505-501-198	121.60
TITAN AVIATION FUELS	3517519	11/19/2021	JET A FUEL	015-505-525-233	22,920.27
STARKVILLE UTILITIES	INV0034118	11/19/2021	UTILITIES 10.11.21-11.12.21	015-505-625-380	1,480.47
WALMART- CAPITAL ONE	06759	11/23/2021	SUPPLIES	015-505-541-237	158.29
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	015-505-604-330	77.33

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CEN...	1018-153706	11/27/2021	REPAIR LEFT FRONT TIRE FORD ...	015-505-630-400	20.00
				Department 505 - AIRPORT Total:	**27,361.21**
				Fund 015 - AIRPORT FUND Total:	**27,736.21**
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
OKTIBBEHA COUNTY COOPERAT..	724919	10/18/2021	ENVIROMENTAL SERVICES (4) B...	022-322-555-250	8.26
FUELMAN / FLEETCOR	NP61084426	11/08/2021	11/18/2021-11/14/2021	022-322-525-231	2,917.03
GATEWAY TIRE & SERVICE CEN...	1018-152927	11/10/2021	ENVIROMENTAL SERVICES OIL ...	022-322-630-360	50.70
STARKVILLE AUTO PARTS	5151-148301	11/10/2021	ENVIROMENTAL SERVICES SOL...	022-322-630-360	59.98
GATEWAY TIRE & SERVICE CEN...	1018-153111	11/15/2021	ENVIROMENTAL SERVICES TIRE ...	022-322-630-360	749.24
GATEWAY TIRE & SERVICE CEN...	1018-153146	11/15/2021	ENVIROMENTAL SERVICES 19 P...	022-322-630-360	769.24
MAGNOLIA TRUCKING, LLC	3655	11/15/2021	TRUCK 95 TOWING	022-322-630-360	550.00
POWERSTROKE EQUIPMENT SA...	6214	11/16/2021	ENVIROMENTAL SERVICES STIHL..	022-322-630-400	371.92
OKTIBBEHA COUNTY COOPERAT..	734013	11/16/2021	ENVIROMENTAL SERVICES KEY,...	022-322-555-250	114.96
POWERSTROKE EQUIPMENT SA...	6216	11/17/2021	ENVIROMENTAL SERVICES PULL...	022-322-630-400	44.99
POWERSTROKE EQUIPMENT SA...	6218	11/17/2021	ENVIROMENTAL SERVICES PULL...	022-322-630-400	22.98
GATEWAY TIRE & SERVICE CEN...	1018-153399	11/19/2021	ENVIROMENTAL SERVICES TIRE ...	022-322-630-360	374.62
AUTOZONE	INV0034112	11/19/2021	ENVIROMENTAL SERVICES OFFI...	022-322-501-200	361.40
STARKVILLE UTILITIES	INV0034118	11/19/2021	UTILITIES 10.11.21-11.12.21	022-322-625-380	1,673.55
SULLIVAN'S OFFICE SUPPLY, INC.	68668	11/22/2021	ENVIROMENTAL SERVICES NAM...	022-322-501-200	18.95
MAGNOLIA DIESEL, LLC	INV-11777	11/22/2021	ENVIROMENTAL SERVICES DIA...	022-322-630-360	67.50
FUELMAN / FLEETCOR	NP61115007	11/22/2021	11.15.21-11.21.21	022-322-525-231	3,641.05
AUTOZONE	0426235579	11/23/2021	ENVIROMENTAL SERVICES BELT	022-322-630-360	15.45
AUTOZONE	0426235776	11/23/2021	ENVIROMENTAL SERVICES BAT...	022-322-630-360	171.01
GATEWAY TIRE & SERVICE CEN...	1018-153543	11/23/2021	ENVIROMENTAL SERVICES 11R2...	022-322-630-360	372.62
CSPIRE BUSINESS SOLUTIONS	0000643956-68	11/24/2021	ACCOUNT # 0000643956	022-322-604-330	77.33
FUELMAN / FLEETCOR	NP61136876	11/29/2021	FUEL REPORT 11.22.21-11.28.21	022-322-525-231	2,771.24
				Department 322 - SANITATION DEPARTMENT Total:	**15,204.02**
				Fund 022 - ENVIRONMENTAL SERVICES Total:	**15,204.02**
Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESMENTS					
TYLER TECHNOLOGIES	025-358604	12/01/2021	MONTHLY SUPPORT FEE	107-112-600-303	175.00
				Department 112 - COMPUTER ASSESMENTS Total:	**175.00**
				Fund 107 - COMPUTER ASSESSMENTS Total:	**175.00**
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
OKT COUNTY SUPERVISORS	1098476	09/30/2021	JONES WALKER NORTHSTAR	303-600-600-309	325.00
OKT COUNTY SUPERVISORS	257685	10/31/2021	JONES WALKER 1098476	303-600-600-309	50.00
GOLDEN TRIANGLE DEVELOPM...	257684	11/02/2021	CITY OF STARKVILLE WALKER J...	303-600-600-309	66.67
OKT COUNTY SUPERVISORS	1075691	11/09/2021	OCEDA SPEC BLDG PAD 10/1-10...	303-600-600-309	1,206.00
OKT COUNTY SUPERVISORS	006-007	11/22/2021	NORTHSTAR INDUSTRAIL PARK...	303-600-600-330	9,010.87
OKT COUNTY SUPERVISORS	127147	11/22/2021	HEADWATERS INV# 127147	303-600-600-309	75.00
				Department 600 - CAPITAL PROJECTS Total:	**10,733.54**
				Fund 303 - INDUSTRIAL PARK BOND Total:	**10,733.54**
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
FALCON CONTRACTING CO.,INC	4107	10/31/2021	PROJECT 21003	319-600-912-800	17,388.35
GROUNDSTONE CONSTRUCTION	16032	11/18/2021	GARRARD ROAD SIDEWALK	319-600-903-851	2,242.19
				Department 600 - CAPITAL PROJECTS Total:	**19,630.54**
				Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:	**19,630.54**
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
EDWARD KEMP	INV0034057	11/09/2021	TRAVEL REGARDING BUILD GR...	377-318-501-350	222.80
KIMLEY HORN	EST17	11/11/2021	CITY MDOT REIMBURSEMENT	377-318-680-300	4,558.17
				Department 318 - MS182/MLK Total:	**4,780.97**
				Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:	**4,780.97**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
NEEL-SCHAFFER	1071064	04/08/2021	STARKVILLE SPORTSPLEX PARKI...	380-551-600-955	6,404.46
NEEL-SCHAFFER	1074420	09/10/2021	STARKVILLE SPORTPLEX PARKI...	380-551-600-955	859.77
DALHOFF THOMAS DESIGN ST...	0010036	11/09/2021	OCTOBER CONORSTONE PARK	380-551-600-945	3,057.00
DALHOFF THOMAS DESIGN ST...	0010041	11/09/2021	PARKS AND RECREATION SPOR...	380-551-600-955	6,644.00
NEEL-SCHAFFER	1075715	11/09/2021	STARKVILLE SPORTSPLEX PARKI...	380-551-600-955	1,950.93
T&M STEEL ERECTORS, INC.	INV0034128	11/16/2021	APPLICATION 008 CORNEREST...	380-551-907-945	283,314.03
SOUTHERN ELECTRIC CORP OF ...	INV0034095	11/18/2021	CORNERSTONE PARK PROJ APP ...	380-551-907-943	67,462.12
SPORTS CONTRACTORS UNLIMI...	INV0034106	11/19/2021	SPORTSPLEX TURF FIELD	380-551-907-942	154,320.85
SPORTS FACILITIES COMPANIES,...	9053	11/22/2021	PARKS AND RECREATION OPEN...	380-551-600-947	24,000.00
				Department 551 - PARK & REC TOURISM Total:	**548,013.16**
				Fund 380 - PARK BONDS 2020 Total:	**548,013.16**
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
STARKVILLE CONVENTIONS/VISI...	INV0034036	11/19/2021	HOTEL/MOTEL TAX SEPT 2021	610-000-147-656	36,668.13
				Department 000 - UNDESIGNATED Total:	**36,668.13**
				Fund 610 - TRUST & AGENCY Total:	**36,668.13**
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
STARKVILLE CONVENTIONS/VISI...	INV0034035	11/19/2021	FOOD/BEVERAGE TAX SEPT 2021	630-000-147-664	37,071.49
O.C.E.D.A	INV0034037	11/19/2021	FOOD AND BEVERAGE SEPT 20...	630-000-148-655	37,071.34
MSU /2% TAX REVENUE	INV0034038	11/19/2021	FOOD AND BEVERAGE SEPT 20...	630-000-147-657	49,428.33
				Department 000 - UNDESIGNATED Total:	**123,571.16**
				Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:	**123,571.16**
Fund: 681 - PAYROLL					
Department: 000 - UNDESIGNATED					
METLIFE	INV0034047	11/19/2021	OCTOBER 2021	681-000-115-717	14,775.70
METLIFE	INV0034047	11/19/2021	OCTOBER 2021	681-000-115-717	-4,132.56
METLIFE	INV0034047	11/19/2021	OCTOBER 2021	681-000-115-717	-13.31
				Department 000 - UNDESIGNATED Total:	**10,629.83**
				Fund 681 - PAYROLL Total:	**10,629.83**
				Grand Total:	**1,051,854.50**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	254,711.94	1,284.80
015 - AIRPORT FUND	27,736.21	0.00
022 - ENVIRONMENTAL SERVICES	15,204.02	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
303 - INDUSTRIAL PARK BOND	10,733.54	0.00
319 - PUBLIC IMPROVEMENT BONDS 2018	19,630.54	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	4,780.97	0.00
380 - PARK BONDS 2020	548,013.16	0.00
610 - TRUST & AGENCY	36,668.13	36,668.13
630 - ECONOMIC DEV, TOURISM & CONV	123,571.16	123,571.16
681 - PAYROLL	10,629.83	10,629.83
Grand Total:	**1,051,854.50**	**172,153.92**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE EL...	1,338.00	0.00
001-000-118-795	CORRECTIONS ON PAYRO...	34.80	34.80
001-000-149-691	MUNICIPAL COURT BOND...	200.00	200.00
001-000-160-697	DONATION FIRE	56.65	0.00
001-100-604-330	COMMUNICATIONS	77.34	0.00
001-110-600-301	PROFESSIONAL SERVICES	374.30	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	325.12	0.00
001-110-918-805	EQUIP & SOFTWARE	4,074.33	0.00
001-120-503-202	COMMITTEE SUPPORT	10.70	0.00
001-120-604-330	COMMUNICATIONS	176.13	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	14,400.00	0.00
001-123-604-330	COMMUNICATIONS	193.99	0.00
001-123-620-370	INSURANCE	17,854.00	0.00
001-123-918-805	EQUIPMENT & PYMTS	7,425.95	0.00
001-123-918-806	CAMERA LEASE PAYMENTS	667.00	0.00
001-142-600-301	AUDITING	46,500.00	0.00
001-142-600-338	CONTRACT SERVICES	6,780.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP...	923.65	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	712.09	0.00
001-159-620-371	BONDING-CITY EMPLOYE...	700.00	0.00
001-169-600-309	LEGAL EXPENSES	2,659.95	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	116.64	0.00
001-180-610-340	ADVERTISING	500.86	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	3,927.32	0.00
001-190-501-200	SUPPLIES	134.00	0.00
001-190-600-305	ARCHITECTURE REVIEWS	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	176.12	0.00
001-190-690-554	ORDINANCE CODIFICATI...	3,980.00	0.00
001-192-510-204	CITY HALL VEHICLE EXPEN...	25.00	0.00
001-192-510-220	SUPPLIES	449.61	0.00
001-192-600-338	CONTRACT SERVICES	1,045.00	0.00
001-192-625-380	UTILITIES	629.29	0.00
001-192-630-403	REPAIRS TO BUILDING & ...	501.68	0.00
001-197-525-231	GAS & OIL	104.32	0.00
001-197-604-330	COMMUNICATIONS	176.12	0.00
001-201-501-200	OFFICE SUPPLIES	382.00	0.00
001-201-525-231	GAS & OIL	8,518.91	0.00
001-201-535-233	UNIFORMS	1,410.47	0.00
001-201-541-238	JUVENILE DETENTION EXP...	22,812.51	0.00
001-201-541-240	PRISONER MEDICAL EXPE...	1,317.00	0.00
001-201-545-238	FIRING RANGE SUPPLIES	2,246.57	0.00
001-201-555-208	JANITORIAL SUPPLIES	316.31	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-556-251	POLICE SUPPLIES	648.68	0.00
001-201-600-300	PROFESSIONAL SERVICES	475.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C…	626.11	0.00
001-201-625-380	UTILITIES	44.13	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN…	2,600.45	0.00
001-201-630-426	BUILDING MAINTENANCE	2,980.21	0.00
001-201-635-367	MOTORCYCLE RENTAL	3,150.00	0.00
001-201-635-369	COPIER RENTAL	876.46	0.00
001-201-690-552	POLICE TRAINING/EDUCA…	1,558.24	0.00
001-201-690-555	DUES	30.00	0.00
001-245-690-552	DISPATCHER TRAINING	395.00	0.00
001-246-535-233	UNIFORMS - CODE ENFO…	96.25	0.00
001-261-525-231	GAS & OIL	2,748.64	0.00
001-261-535-233	UNIFORMS	4,005.50	0.00
001-261-554-240	FIRE INVESTIGATION	125.00	0.00
001-261-555-208	JANITORIAL & PAPER SUP…	615.76	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	322.86	0.00
001-261-558-269	BUILDING MAINTENANCE	171.15	0.00
001-261-600-390	FIRE TRAINING	6,617.00	0.00
001-261-600-430	UNIFORM CLEANING	16.50	0.00
001-261-604-330	PHONES/CABLE/INTERNE…	396.33	0.00
001-261-625-380	UTILITIES	2,481.05	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN…	6,084.43	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	7,850.00	0.00
001-281-525-231	GAS & OIL	41.51	0.00
001-281-604-330	COPIER/PHONES/IPADS/…	176.11	0.00
001-290-625-380	UTILITIES / CODE RED	196.60	0.00
001-301-525-231	GAS & OIL	2,710.43	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	6,078.97	0.00
001-301-560-270	CONSTRUCTION MATERIA…	2,938.85	0.00
001-301-565-272	STREETS SIGNS & PAINT	76.52	0.00
001-301-604-330	COMMUNICATIONS	154.66	0.00
001-301-625-380	UTILITIES/STREET LIGHTI…	34,196.42	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN…	801.62	0.00
001-301-691-510	LANDFILL EXPENSES	1,921.06	0.00
001-301-691-550	MISCELLANEOUS	657.24	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-550-501-110	FIELD / PARKING LOT SUP…	45.40	0.00
001-550-501-200	OFFICE SUPPLIES	473.69	0.00
001-550-501-415	SPORTS PROGRAMS	798.00	0.00
001-550-525-231	GAS & OIL	193.79	0.00
001-550-600-300	PROFESSIONAL SERVICES	180.00	0.00
001-550-600-320	CONTRACT LABOR, UMPI…	1,050.00	1,050.00
001-550-600-330	PHONES/COPIERS/POSTA…	366.33	0.00
001-550-600-340	UTILITIES	230.79	0.00
001-550-600-355	SPECIAL EVENT EXPENSES	94.60	0.00
001-550-630-426	BUILDING MAINT/REPAIRS	360.00	0.00
001-600-901-812	MUNICIPAL BUILDING FU…	384.00	0.00
001-600-948-860	BUILD GRANT MATCH (2…	1,139.54	0.00
015-000-371-640	AIRPORT HANGAR RENT	375.00	0.00
015-505-501-198	BUILDING REPAIRS & MAI…	220.45	0.00
015-505-525-231	GAS & OIL	175.19	0.00
015-505-525-233	JET A FUEL PURCHASES	22,920.27	0.00
015-505-541-237	OPERATING SUPPLIES	158.29	0.00
015-505-600-338	CONTRACT & LEGAL SERV…	148.85	0.00
015-505-604-330	CELL PHONE/POSTAGE M…	77.33	0.00
015-505-610-350	TRAVEL/CONFERENCE	2,020.52	0.00
015-505-625-380	UTILITIES	1,480.47	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-630-400	EQUIPMENT REPAIR & MA..	159.84	0.00
022-322-501-200	OFFICE SUPPLIES	380.35	0.00
022-322-525-231	GAS & OIL - RESIDENTIAL	9,329.32	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS ..	123.22	0.00
022-322-604-330	COMMUNICATIONS	77.33	0.00
022-322-625-380	UTILITIES	1,673.55	0.00
022-322-630-360	VEHICLE REPAIRS & MAIN...	3,180.36	0.00
022-322-630-400	EQUIPMENT REPAIR & MA..	439.89	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
303-600-600-309	LEGAL AND PROF SVCS EX...	1,722.67	0.00
303-600-600-330	IND PARK CONSTRUCTION	9,010.87	0.00
319-600-903-851	SIDEWALK/WALKWAY IM...	2,242.19	0.00
319-600-912-800	STREET OVERLAYS	17,388.35	0.00
377-318-501-350	TRAVEL	222.80	0.00
377-318-680-300	PROFESSIONAL SERVICES	4,558.17	0.00
380-551-600-945	CORNERSTONE PROFESSI...	3,057.00	0.00
380-551-600-947	CORNERSTONE MANAGE...	24,000.00	0.00
380-551-600-955	EXISTING PARKS - PROFES...	15,859.16	0.00
380-551-907-942	EXISTING PARK IMPROVE...	154,320.85	0.00
380-551-907-943	LIGHTING	67,462.12	0.00
380-551-907-945	CORNERSTONE - PHASE 2 ...	283,314.03	0.00
610-000-147-656	DUE TO GOVERNMENT A...	36,668.13	36,668.13
630-000-147-657	DUE TO MISSISSIPPI STATE..	49,428.33	49,428.33
630-000-147-664	DUE TO VISITORS/CONV....	37,071.49	37,071.49
630-000-148-655	DUE TO OCEDA	37,071.34	37,071.34
681-000-115-717	METLIFE	10,629.83	10,629.83
	Grand Total:	**1,051,854.50**	**172,153.92**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		1,049,612.31	172,153.92
16032		2,242.19	0.00
	Grand Total:	**1,051,854.50**	**172,153.92**

Starkville UTILITIES

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

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	110	ARKANSAS ELECTRIC									
03013014	11/16/21	9905	Materials		12/08/21	20.94	.00	ACH			
03013896	11/30/21	9944	Materials		12/08/21	1237.50	.00	ACH			
				VENDOR TOTAL:		1258.44					
VENDOR:	131	ALTEC INDUSTRIES, INC.									
11771975	11/19/21	10027	Tools & Equipment		12/08/21	3753.19	.00	ACH			
				VENDOR TOTAL:		3753.19					
VENDOR:	134	ATWELL & GENT, P.A.									
10250	11/22/21	0	Engineering Services		12/08/21	3850.00	.00	ACH			
10251	11/22/21	0	Engineering Services		12/08/21	1260.00	.00	ACH			
10252	11/22/21	0	Engineering Services		12/08/21	300.00	.00	ACH			
10253	11/22/21	0	Engineering Services		12/08/21	730.00	.00	ACH			
10253A	11/22/21	0	Engineering Services		12/08/21	423.00	.00	ACH			
				VENDOR TOTAL:		6563.00					
VENDOR:	139	ACC BUSINESS									
213177993-11/21	11/24/21	0	Internet services		12/08/21	1385.34	.00	ACH			
				VENDOR TOTAL:		1385.34					
VENDOR:	202	BELL BUILDING SUPPLY									
333586	11/10/21	10050	Supplies		12/08/21	6.59	.00	ACH			
333914	11/19/21	10051	Supplies		12/08/21	96.61	.00	ACH			
334098	11/19/21	10057	Supplies		12/08/21	104.96	.00	ACH			
				VENDOR TOTAL:		208.16					
VENDOR:	307	CITY OF STARKVILLE									
2022-IT	11/24/21	0	Annual IT Services		12/08/21	30000.00	.00	CHK			
				VENDOR TOTAL:		30000.00					
VENDOR:	318	CLAYTON VILLAGE MINI STG									
11/21/21	11/24/21	0	Storage unit rental		12/08/21	115.00	.00	ACH			
				VENDOR TOTAL:		115.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	400	IVY AUTO PARTS									
676070	11/29/21	10073	Parts		12/08/21	182.97	.00	ACH			
676253	11/30/21	10078	Repair parts		12/08/21	95.43	.00	ACH			
				VENDOR TOTAL:		278.40					
VENDOR:	420	DAVID WISE									
11/18/21	11/18/21	0	License fees		12/08/21	115.49	.00	ACH			
				VENDOR TOTAL:		115.49					
VENDOR:	616	FUELMAN									
NP61084426	11/17/21	0	Fuel		12/08/21	2230.91	.00	CHK			
NP61115007	11/22/21	0	Fuel		12/08/21	2567.85	.00	CHK			
NP61136876	11/29/21	0	Fuel		12/08/21	1730.86	.00	CHK			
				VENDOR TOTAL:		6529.62					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-152718	11/16/21	10025	Maintenance		12/08/21	69.57	.00	CHK			
1018-153563	11/29/21	10072	Repairs		12/08/21	18.87	.00	CHK			
				VENDOR TOTAL:		88.44					
VENDOR:	696	GARNER LUMLEY ELECTRIC									
585083	11/29/21	9943	Materials		12/08/21	1704.00	.00	ACH			
				VENDOR TOTAL:		1704.00					
VENDOR:	730	GRESCO UTILITY SUPPLY, INC.									
30047461-00	11/30/21	9945	Fuses		12/08/21	817.50	.00	ACH			
50020550-00	11/16/21	9686	Transformers		12/08/21	17590.00	.00	ACH			
				VENDOR TOTAL:		18407.50					
VENDOR:	809	HOWARD INDUSTRIES, INC.									
244024-974685	11/16/21	9689	Transformers		12/08/21	26218.00	.00	ACH			
				VENDOR TOTAL:		26218.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	815	HOWARD TECHNOLOGY SOLUTIONS									
21-00534267	11/19/21	10016	Supplies		12/08/21	422.00	.00	CHK			
21-00534537	11/19/21	10018	Work Station		12/08/21	182.00	.00	CHK			
2100534181	11/19/21	10018	Computers		12/08/21	2574.00	.00	CHK			
				VENDOR TOTAL:		3178.00					
VENDOR:	1010	JT RAY COMPANY									
211115-529, 530	11/22/21	0	Copier service		12/08/21	239.14	.00	ACH			
				VENDOR TOTAL:		239.14					
VENDOR:	1205	LOWE'S									
006042200000CM	11/19/21	0	Return		12/08/21	11.15-	.00	CHK			
08073	11/29/21	10075	Supplies		12/08/21	19.94	.00	CHK			
09251	11/30/21	10076	Small tools		12/08/21	18.99	.00	CHK			
901719	11/19/21	10068	Supplies		12/08/21	11.56	.00	CHK			
901962	11/19/21	10065	Supplies		12/08/21	26.60	.00	CHK			
906619	11/19/21	10069	Supplies		12/08/21	56.43	.00	CHK			
907103	11/19/21	10064	Supplies		12/08/21	43.36	.00	CHK			
908064	11/19/21	0	Supplies		12/08/21	17.39	.00	CHK			
909230	11/19/21	10062	Supplies		12/08/21	62.48	.00	CHK			
909471	11/19/21	10063	Supplies		12/08/21	66.45	.00	CHK			
909908	11/19/21	10067	Supplies		12/08/21	766.65	.00	CHK			
909922	11/19/21	10066	Tools		12/08/21	204.26	.00	CHK			
909995	11/19/21	10070	Supplies		12/08/21	42.05	.00	CHK			
				VENDOR TOTAL:		1325.01					
VENDOR:	1231	TERRY KEMP									
11/30/21	11/30/21	0	Travel Expense Reimbursement		12/08/21	328.00	.00	ACH			
				VENDOR TOTAL:		328.00					
VENDOR:	1299	MISS ENGINEERING SOCIETY									
300072735-2022	11/17/21	0	Dues		12/08/21	120.00	.00	CHK			
				VENDOR TOTAL:		120.00					
VENDOR:	1361	M & M PROSAFETY SUPPLY									
02831	11/16/21	10032	Supplies		12/08/21	615.44	.00	ACH			
				VENDOR TOTAL:		615.44					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1394	NARRATIVE 12 LLC									
10/25/21	11/30/21	0	Consulting		12/08/21	4500.00	.00	ACH			
11/22/21	11/24/21	0	Consulting		12/08/21	600.00	.00	ACH			
11/29/21	11/29/21	0	Consulting		12/08/21	4500.00	.00	ACH			
				VENDOR TOTAL:		9600.00					
VENDOR:	1407	NEXT STEP INNOVATION									
NSI21117	11/29/21	10010	Computer supplies		12/08/21	52.00	.00	ACH			
				VENDOR TOTAL:		52.00					
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
730412	11/30/21	10029	Supplies		12/08/21	57.99	.00	ACH			
733591	11/30/21	10052	Supplies		12/08/21	482.00	.00	ACH			
734765	11/19/21	10061	Uniform		12/08/21	317.39	.00	ACH			
734923	11/19/21	0	Return		12/08/21	79.40-	.00	ACH			
				VENDOR TOTAL:		777.98					
VENDOR:	1620	PITTS SIGNS									
10/30/21	11/30/21	10077	Signage		12/08/21	200.00	.00	CHK			
				VENDOR TOTAL:		200.00					
VENDOR:	1823	RENASANT INSURANCE, INC.									
1189745-747	11/22/21	0	Employee surety bond		12/08/21	525.00	.00	CHK			
				VENDOR TOTAL:		525.00					
VENDOR:	1887	S & S LINE SERVICE INC									
2353-2354	11/17/21	0	ROW Clearing		12/08/21	5874.80	.00	ACH			
2355-2356	11/22/21	0	ROW Clearing		12/08/21	5874.80	.00	ACH			
				VENDOR TOTAL:		11749.60					
VENDOR:	1910	STARKVILLE ELEC-UTILITY BILL									
NOV 2021	11/24/21	0	Utility bills		12/08/21	734.21	.00	DFT			
				VENDOR TOTAL:		734.21					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1914	SPX TRANSFORMER SOLUTIONS									
90033203	11/24/21	0	Autotransformer-Install		12/08/21	39700.00	.00	ACH			
				VENDOR TOTAL:		39700.00					
VENDOR:	1925	SCOTT PETROLEUM CORP.									
1484258	11/30/21	10074	Fuel cylinders		12/08/21	42.00	.00	ACH			
				VENDOR TOTAL:		42.00					
VENDOR:	1926	SHRED MANAGERS									
3333	11/17/21	0	Shredding old documents		12/08/21	630.00	.00	CHK			
				VENDOR TOTAL:		630.00					
VENDOR:	1927	STAPLES BUSINESS CREDIT									
11/25/21 STMT	11/29/21	0	Office Supplies		12/08/21	2153.24	.00	CHK			
				VENDOR TOTAL:		2153.24					
VENDOR:	1945	SULLIVAN'S									
68265	11/30/21	10046	Supplies		12/08/21	30.85	.00	ACH			
68505	11/29/21	0	Office supplies		12/08/21	87.38	.00	ACH			
				VENDOR TOTAL:		118.23					
VENDOR:	2012	TVA/POWER PLAY SCH ASSN									
11/01/20	11/17/21	0	Dues		12/08/21	550.00	.00	CHK			
				VENDOR TOTAL:		550.00					
VENDOR:	2021	TCC FACILITIES MANAGMENT INC									
4439	11/17/21	0	Janitorial services		12/08/21	450.00	.00	ACH			
				VENDOR TOTAL:		450.00					
VENDOR:	2040	TVPPA EDUCATION & TRAIN.									
260, 776, 916	11/18/21	0	Lineman-Employee training		12/08/21	1704.75	.00	ACH			
				VENDOR TOTAL:		1704.75					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 99009746 SYNERGETICS DCS, INC											
INV-042406	11/17/21	0	Network services		12/08/21	125.00	.00	ACH			
				VENDOR TOTAL:		125.00					
VENDOR: 99009972 MCLAIN PLUMBING											
I-1224 REFUND	11/17/21	0	Refund Sales Tax		12/08/21	1082.59	.00	CHK			
				VENDOR TOTAL:		1082.59					
				GRAND TOTAL:		172624.77					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	76	APAC MISSISSIPPI, INC.									
4000113370	11/29/21	6497	Asphalt		12/08/21	588.29	.00	ACH			
				VENDOR TOTAL:		588.29					
VENDOR:	124	ATMOS ENERGY									
3020752702-11/21	11/17/21	0	Utility bill		12/08/21	186.45	.00	ACH			
3020752962-11/21	11/17/21	0	Utility bill		12/08/21	56.43	.00	ACH			
				VENDOR TOTAL:		242.88					
VENDOR:	186	BRENNTAG MID-SOUTH									
BMS6154	11/29/21	6476	Chemicals		12/08/21	1178.42	.00	ACH			
				VENDOR TOTAL:		1178.42					
VENDOR:	188	BOX CONSTRUCTION LLC									
44	11/18/21	0	Water & Sewer Repairs		12/08/21	3282.00	.00	ACH			
				VENDOR TOTAL:		3282.00					
VENDOR:	189	BANCORPSOUTH-2012 BONDS									
12/01/21	11/29/21	0	2.6M GO Bond Payment		12/08/21	16904.52	.00	CHK			
				VENDOR TOTAL:		16904.52					
VENDOR:	202	BELL BUILDING SUPPLY									
334532	11/29/21	6529	Parts		12/08/21	18.71	.00	ACH			
334603	11/29/21	6530	Supplies		12/08/21	33.75	.00	ACH			
				VENDOR TOTAL:		52.46					
VENDOR:	220	CENTRAL PIPE SUPPLY									
S100274319.003	11/16/21	6420	Materials		12/08/21	1050.00	.00	ACH			
S100276192.001	11/16/21	6480	Materials		12/08/21	318.80	.00	ACH			
S100277184.001	11/29/21	6506	Materials		12/08/21	1874.00	.00	ACH			
				VENDOR TOTAL:		3242.80					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	266	COLUMBUS RUBBER & GASKET									
637367-001	11/29/21	6483	Repairs		12/08/21	52.96	.00	ACH			
				VENDOR TOTAL:		52.96					
VENDOR:	268	C & C MAINTENANCE SUPPLY									
2784	11/29/21	6456	Supplies		12/08/21	40.50	.00	CHK			
				VENDOR TOTAL:		40.50					
VENDOR:	304	CIRCLE B CUTTERS LLC									
10462-465	11/18/21	0	Repairs		12/08/21	2325.00	.00	ACH			
				VENDOR TOTAL:		2325.00					
VENDOR:	372	COVINGTON SALES & SERVICE									
91611	11/29/21	5048	Tools		12/08/21	2241.51	.00	ACH			
				VENDOR TOTAL:		2241.51					
VENDOR:	373	D & S SALES, INC.									
27939	11/29/21	6503	Motor repairs		12/08/21	296.31	.00	CHK			
				VENDOR TOTAL:		296.31					
VENDOR:	605	FERGUSON ENTERPRISES LLC									
1411997	11/29/21	6498	Pipe		12/08/21	650.00	.00	CHK			
				VENDOR TOTAL:		650.00					
VENDOR:	612	FALCON CONTRACTING CO., INC									
4110	11/19/21	5139	Paving		12/08/21	9900.00	.00	CHK			
				VENDOR TOTAL:		9900.00					
VENDOR:	639	GOLDEN TRIANGLE									
10893	11/17/21	0	Annual Local Matching Funds		12/08/21	24000.00	.00	ACH			
				VENDOR TOTAL:		24000.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	690	GARVER LLC									
19W10280-26	11/29/21	0	Engineering-Green Oaks		12/08/21	1600.00	.00	ACH			
21W10060-1	11/29/21	0	Engineering-Rolling Hills		12/08/21	5000.00	.00	ACH			
				VENDOR TOTAL:		6600.00					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-153156	11/29/21	6514	Repairs		12/08/21	61.20	.00	CHK			
10ARRC000040409	10/19/21	0	Credit on Account 2/21/2020		11/30/21	753.67-	.00	CHK			
10ARRCT000041602	10/19/21	0	Credit on Account 2/28/2020		11/30/21	660.53-	.00	CHK			
				VENDOR TOTAL:		1353.00-					
VENDOR:	733	HILL MANUFACTURING									
104871	11/16/21	6455	Chemicals		12/08/21	193.24	.00	ACH			
				VENDOR TOTAL:		193.24					
VENDOR:	765	HYDRA SERVICE, INC.									
153272	11/29/21	5178	Pump rental		12/08/21	316.00	.00	ACH			
153294	11/29/21	5177	Pump rental		12/08/21	506.00	.00	ACH			
				VENDOR TOTAL:		822.00					
VENDOR:	825	H & H CONSTRUCTION & EXC LLC									
1231-32, 35-41	11/17/21	0	Water & Sewer repairs		12/08/21	11118.50	.00	ACH			
1233, 34	11/18/21	0	Water & Sewer repairs		12/08/21	4170.00	.00	ACH			
				VENDOR TOTAL:		15288.50					
VENDOR:	1010	JT RAY CO									
211115-0534	11/22/21	0	Copier service		12/08/21	69.26	.00	ACH			
				VENDOR TOTAL:		69.26					
VENDOR:	1168	LEE'S PRECAST CONCRETE									
145108	11/29/21	5158	Manhole Risers		12/08/21	575.00	.00	ACH			
				VENDOR TOTAL:		575.00					

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									
02768	11/16/21	6508	Supplies		12/08/21	105.42	.00	CHK			
909260	11/19/21	5175	Supplies		12/08/21	24.38	.00	CHK			
909502	11/19/21	5173	Supplies		12/08/21	10.23	.00	CHK			
				VENDOR TOTAL:		140.03					
VENDOR:	1322	MMC MATERIALS, INC.									
735272	11/29/21	6510	Concrete		12/08/21	1104.00	.00	CHK			
				VENDOR TOTAL:		1104.00					
VENDOR:	1390	JACKSON NEWELL PAPER CO									
3139703	11/29/21	6500	Supplies		12/08/21	242.21	.00	ACH			
				VENDOR TOTAL:		242.21					
VENDOR:	1395	NATIONAL WATER SERVICES LLC									
11501	11/29/21	5167	Motor repairs		12/08/21	650.00	.00	ACH			
11502	11/29/21	5168	Repairs		12/08/21	915.00	.00	ACH			
				VENDOR TOTAL:		1565.00					
VENDOR:	1396	NEEL-SCHAFFER									
1075161	11/17/21	0	Engineering		12/08/21	631.25	.00	CHK			
				VENDOR TOTAL:		631.25					
VENDOR:	1525	OKTIBBEHA COUNTY COOP									
723749-	11/17/21	0	Credit on Account		12/08/21	37.00-	.00	ACH			
731841	11/16/21	6501	Soil		12/08/21	105.00	.00	ACH			
733770	11/29/21	6518	Soil		12/08/21	74.00	.00	ACH			
734641	11/29/21	6524	Uniforms		12/08/21	166.66	.00	ACH			
734667	11/29/21	6527	Uniforms		12/08/21	163.99	.00	ACH			
				VENDOR TOTAL:		472.65					
VENDOR:	1620	POLLAN PROMOS									
21678	11/29/21	6437	Uniforms		12/08/21	768.62	.00	CHK			
21688	11/29/21	6428	Uniforms		12/08/21	205.00	.00	CHK			
21689	11/29/21	6421	Uniforms		12/08/21	3487.10	.00	CHK			
				VENDOR TOTAL:		4460.72					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1818	UNITED RENTALS INC									
199936971-001	11/29/21	6473	Forklift rental		12/08/21	1232.46	.00	ACH			
200009111-001	11/29/21	6486	Trash pump rental		12/08/21	246.00	.00	ACH			
200239150-001	11/29/21	6509	Pump rental		12/08/21	252.00	.00	ACH			
				VENDOR TOTAL:		1730.46					
VENDOR:	1884	STARKVILLE GARBAGE									
11/23/21	11/30/21	0	Garbage disposal-600137		12/08/21	94.50	.00	CHK			
				VENDOR TOTAL:		94.50					
VENDOR:	1886	STATE INDUSTRIAL PRODUCTS CP									
902223090	11/29/21	6512	Chemicals		12/08/21	760.38	.00	CHK			
				VENDOR TOTAL:		760.38					
VENDOR:	1892	S&N AIROFLO INC									
18311	11/29/21	5176	Aerator rental		12/08/21	2400.00	.00	ACH			
				VENDOR TOTAL:		2400.00					
VENDOR:	1905	STARKVILLE AUTO PARTS									
5151-148351	11/29/21	6511	Materials		12/08/21	9.49	.00	CHK			
5151-148360	11/29/21	6511	Parts		12/08/21	55.15	.00	CHK			
5151-148395	11/29/21	6513	Parts		12/08/21	54.46	.00	CHK			
5151-148478	11/29/21	6522	Parts		12/08/21	13.99	.00	CHK			
				VENDOR TOTAL:		133.09					
VENDOR:	1909	STARKVILLE ELEC - UTILITIES									
NOV 2021	11/24/21	0	Utility bills		12/08/21	65519.21	.00	DFT			
				VENDOR TOTAL:		65519.21					
VENDOR:	1910	STARKVILLE ELECTRIC DEPT									
14610-1021	11/17/21	0	Due to Elec Dept-146.10		12/08/21	68577.67	.00	ACH			
				VENDOR TOTAL:		68577.67					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1917	RONNIE JONES CONST, INC.									
20211905	11/29/21	6487	Crusher run		12/08/21	1107.75	.00	ACH			
				VENDOR TOTAL:		1107.75					
VENDOR:	1923	SHURDEN CONSTRUCTION									
2248	11/29/21	8607	Repairs		12/08/21	190.00	.00	CHK			
				VENDOR TOTAL:		190.00					
VENDOR:	1937	SOUTHERN PIPE & SUPPLY									
5970198-02	11/16/21	6439	Materials		12/08/21	650.88	.00	ACH			
5979060-00	11/16/21	6452	Materials		12/08/21	2833.62	.00	ACH			
5981787-00	11/29/21	6461	Materials		12/08/21	3397.06	.00	ACH			
6015503-00	11/16/21	6489	Materials		12/08/21	234.64	.00	ACH			
6015503-01	11/29/21	6489	Materials		12/08/21	117.32	.00	ACH			
				VENDOR TOTAL:		7233.52					
VENDOR:	2024	THOMPSON MACHINERY									
-189.50	11/10/21	0	Return item on PO6394		12/08/21	189.50-	.00	CHK			
PC110305770	11/16/21	6484	Maintenance		12/08/21	169.39	.00	CHK			
PC110305771	11/16/21	6484	Repairs & Maintenance		12/08/21	40.52	.00	CHK			
				VENDOR TOTAL:		20.41					
VENDOR:	2104	UPS									
24W1X6451	11/17/21	0	Postage		12/08/21	32.28	.00	CHK			
24W1X6461	11/22/21	0	Postage		12/08/21	29.48	.00	CHK			
24W1X6471	11/29/21	0	Postage		12/08/21	31.52	.00	CHK			
				VENDOR TOTAL:		93.28					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1062899	11/16/21	6474	Testing		12/08/21	252.00	.00	ACH			
1062998	11/29/21	6474	Testing		12/08/21	252.00	.00	ACH			
1063124	11/29/21	6474	Testing		12/08/21	252.00	.00	ACH			
				VENDOR TOTAL:		756.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 9909807 THOMAS WARE											
11/17/21	11/17/21	0	Reimb Supplies Purchase		12/08/21	29.40	.00	ACH			
				VENDOR TOTAL:		29.40					
VENDOR: 99009824 WESLEY HOWELL											
11/19/21	11/19/21	0	Travel expense		12/08/21	82.34	.00	ACH			
				VENDOR TOTAL:		82.34					
				GRAND TOTAL:		244536.52					

AGENDA ITEM DEPT.: Fire Department

CITY OF STARKVILLE COVERSHEEET **AGENDA DATE: December 7, 2021**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request approval to purchase 4 wallbeds (murphy bed) for Fire Station 1 for the cost of $28,872.00 from Wilding Wallbeds the best quote (quality of beds and warranty) instead of the lowest quote.

AMOUNT & SOURCE OF FUNDING

Two quotes received:

$16,560.40 – Breda Beds

$28,872.00 – Wilding Wallbeds.

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to purchase 4 Wallbeds (murphy bed) for Fire Station 1 for the cost of $28,872.00 from Wilding Wallbeds the best quote (quality of beds and warranty) instead of the lowest.

BredaBeds
1127 N 39th Street
Nampa, ID 83646
Email service@bredabeds.com
Tel 1-855-466-4781
Web https://bredabeds.com

BREDABEDS

Starkville Fire Department 12.01.21

5	Studio Murphy Bed with 2 Hutches	$1,969.60
	Bed Size: Twin X-Long	$67.20
	Bed Color: Textured Midnight Echo	$127.20
	Hutch Color: Textured Midnight Echo	$160.00
	Left Hutch Options: 3 Drawers, Pull-out Night Stand Shelf, Top Door	$212.00
	Right Hutch Options: 3 Drawers, Pull-out Night Stand Shelf, Top Door	$212.00
	Hardware Finish: Brushed Nickel	$0.00
	LED Light Kit: Yes	$119.20
	Baseboard Notch: 10" x 1 3/8"	$36.00
5	iRetreat Mattress: Twin X-Long	$583.20

Subtotal	$17,432.00
Sales Tax	Exempt
Bulk Discount (5%)	-$871.60
Shipping	$0.00
Total	**$16,560.40**

Bill To	Ship To
Starkville Fire Department	***Curbside Estimate***
Charles Yarbrough	Shipping Address Same as Billing Address
503 E Lampkin St	c.yarbrough@cityofstarkville.org
Starksville, MS 39759	Quoted Shipping
United States	
662-722-0051	

c.yarbrough@cityofstarkville.org

Job

Sales Rep: Brandon Wilding

Price Quote

Quoted 07/27/2021

Schedule: Next Available Day

Room: Quote with Mattresses

Edge / Oak / TBD Grade 1

Packing List: P11-DD

Booklet: P11-DD

Video Instructions: Piston Lift

Bed

[4] Twin XL / Piston Lift / Edge / Vertical / Oak / TBD Grade 1	$8860.00
[4] Deep	$1180
[4] Power Disc2-2 Left Bed Outlet	$316
[4] Twin XL Lynn Lake PS Mattress	$3876

Cabinet 1

[6] 16" W Left Door over Door ***HomeFront Series***	$6834
[6] Same Height and Depth	$1470

Cabinet 2

[4] 16" W Right Door over Door ***HomeFront Series***	$4556
[4] Same Height and Depth	$980

Totals

Merchandise Total	$28072.00
Out of State	
Quoted Shipping	$800.00

Payment

Total Due	$28872.00
Waiting on Deposit	
Balance Due	$28872.00

Prices are subject to change at any time. Production time starts when ALL information has been compiled and submitted.

Note regarding Balance Due: The balance due will be collected prior to shipment. Credit card information is maintained by Wilding Wallbeds in a secure, encrypted file. Prior to shipping your order, the balance due will be charged to the same card used for your deposit. As your order is being readied for shipment, our office will e-mail you an updated invoice showing "paid in full." If you prefer to pay by cash or check, however, it may be necessary to come to the showroom prior to shipment to finalize payment. For security reasons, our installers are not allowed to accept payment at the time of installation.

Wilding Wallbeds

PROJECT RENDERINGS

Customer:

Starkville Fire Department
Jason Williams
662-323-2962
c.yarbrough@cityofstarkville.org

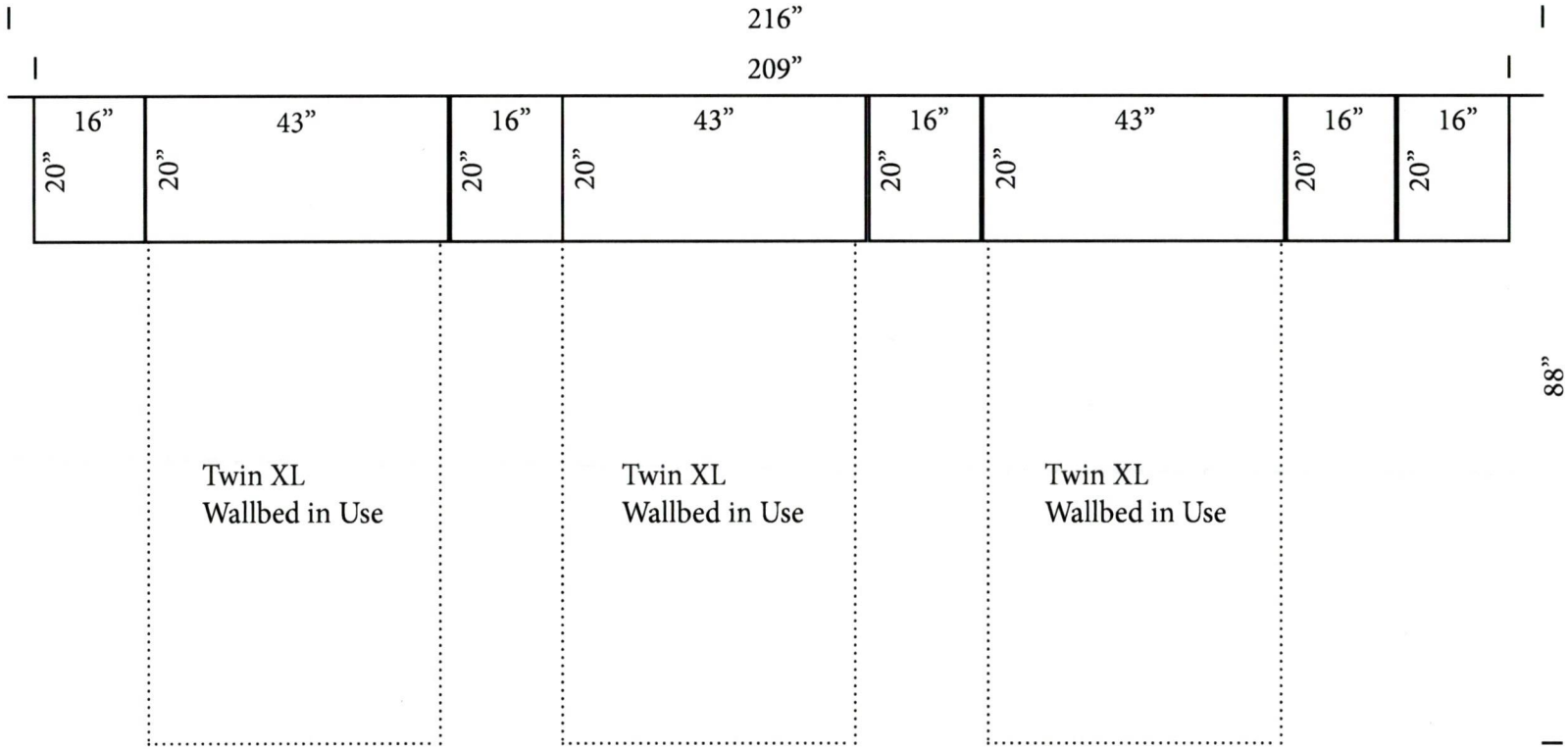
www.wallbedsbywilding.com

brandon@wallbedsbywilding.com

(866) 877-7803

Date: 07/27/2021

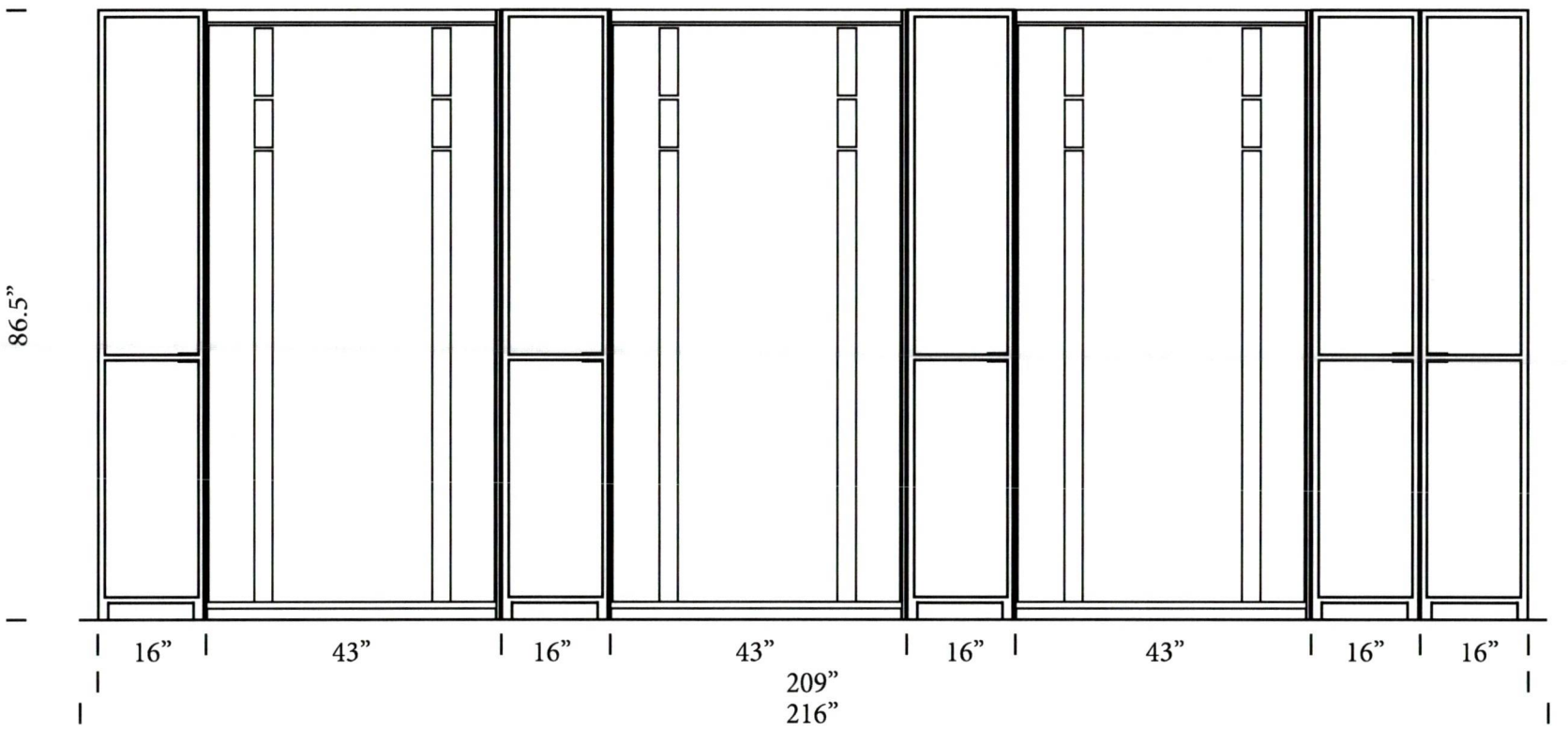
Bird's-Eye View Wall 1



1

Customer: Starkville Fire Department
Drawn by: Brandon

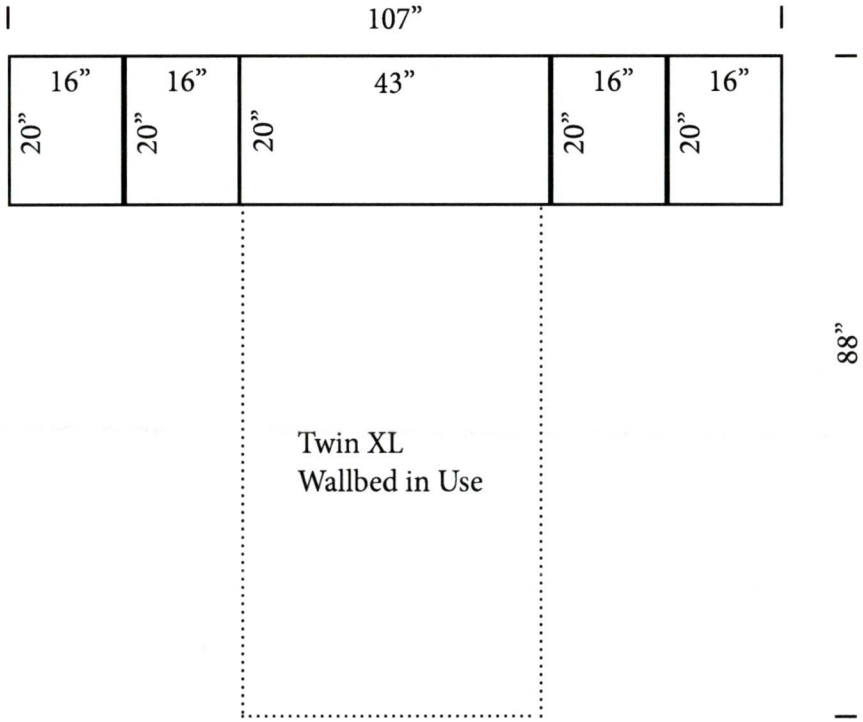
Face View Wall 1



2

Customer: lastname
Drawn by: Brandon

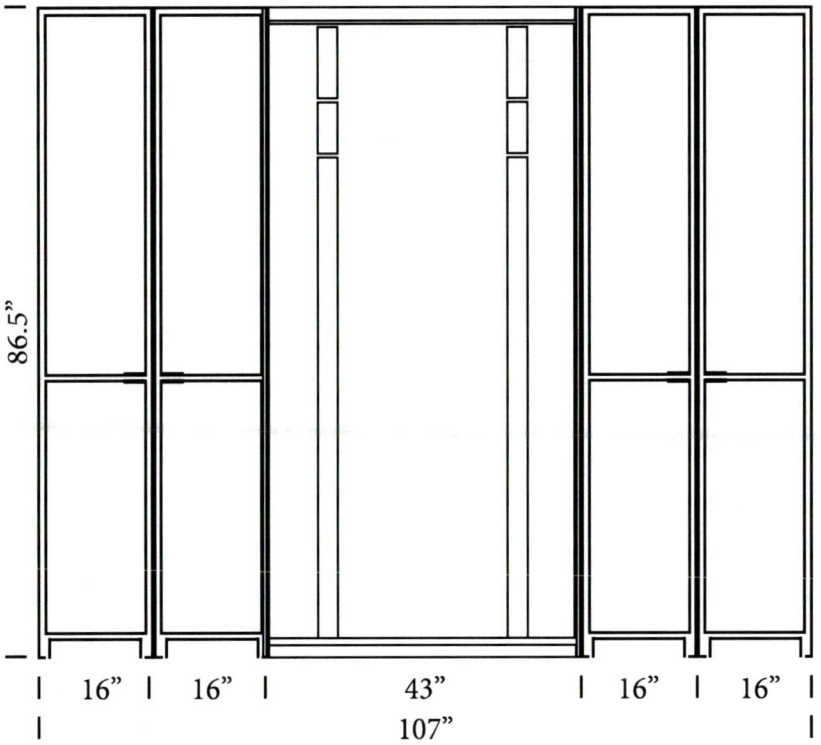
Bird's-Eye View Wall 2



3

Customer: Starkville Fire Department
Drawn by: Brandon

Face View Wall 2

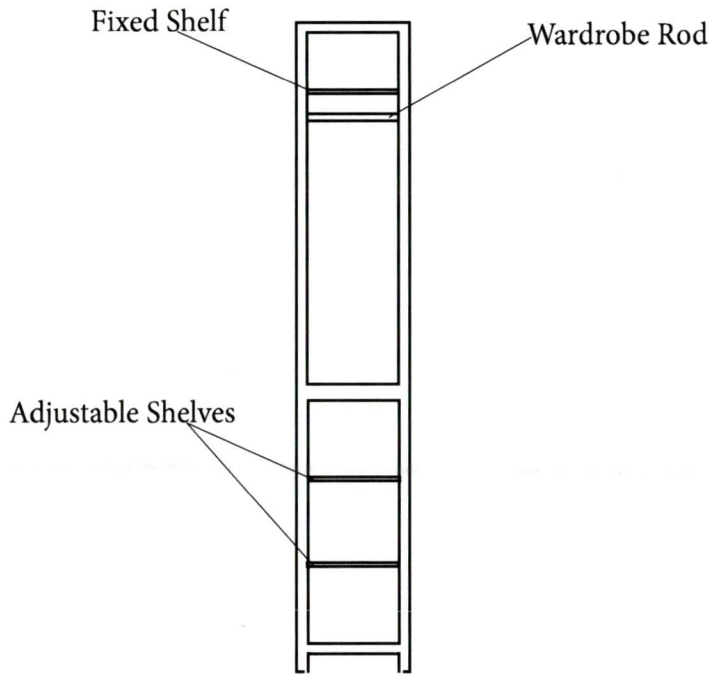


4

Customer: lastname
Drawn by: Brandon

Cabinet

This drawing is depicting what is behind the 2 cabient doors for the lockers.



Customer: Starkville Fire Department
Drawn by: Brandon

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Charles Yarbrough <c.yarbrough@cityofstarkville.org>

Wilding Wallbeds Drawing

9 messages

Brandon Wilding <brandon@wallbedsbywilding.com> Tue, Jul 27, 2021 at 11:21 AM
To: c.yarbrough@cityofstarkville.org

Hello,

Jason Williams asked me to put together some drawings for you to review. These are the Murphy Beds for the Starkville Fire Department. He told me that you have an 18' wall which will fit 3 Twin XL beds and 5 Lockers, then on the other wall, he said it should have 1 Twin XL and 4 lockers. I am not sure how wide the 2nd wall is so if you let me know that I will verify that it will all fit. Also if you can let me know the ceiling height I will make sure there is no problem there either.

Let me know if you have any questions.

Thanks
Brandon
Wilding Wallbeds
1509 S 270 E #3
St. George UT 84790
(866) 877 7803

Starkville Fire Department (Drawing).pdf
120K

Charles Yarbrough <c.yarbrough@cityofstarkville.org> Tue, Jul 27, 2021 at 11:24 AM
To: Brandon Wilding <brandon@wallbedsbywilding.com>

Thanks, I'll take a look. I will contact you with that information shortly
[Quoted text hidden]

Charles Yarbrough <c.yarbrough@cityofstarkville.org> Tue, Jul 27, 2021 at 11:53 AM
To: Brandon Wilding <brandon@wallbedsbywilding.com>

8 foot ceilings and the other wall is 12 foot.
[Quoted text hidden]

Brandon Wilding <brandon@wallbedsbywilding.com> Tue, Jul 27, 2021 at 1:01 PM
To: Charles Yarbrough <c.yarbrough@cityofstarkville.org>

Charles,

Here is the updated drawing along with a couple of quotes. One would be with the mattresses, the other would be without. I just did a rough estimate for curbside shipping.

I am pretty sure we will be able to work out a Multi-Bed discount, but I've got to clear it with our owner so I figured I'd send you the full price now and figure out what discount we can do later.

Let me know if you have any questions.

Thanks

Brandon
Wilding Wallbeds
1509 S 270 E #3

St. George UT 84790
(866) 877 7803

[Quoted text hidden]

3 attachments

Starkville Fire Department (Drawing).pdf
123K

Starkville Fire Department (Quote).pdf
84K

Starkville Fire Department (Beds with Mattresses) (Quote).pdf
86K

Charles Yarbrough <c.yarbrough@cityofstarkville.org> Tue, Jul 27, 2021 at 1:11 PM
To: Brandon Wilding <brandon@wallbedsbywilding.com>

Thank you! I'll let you know as soon as possible.
[Quoted text hidden]

Brandon Wilding <brandon@wallbedsbywilding.com> Tue, Jul 27, 2021 at 1:15 PM
To: Charles Yarbrough <c.yarbrough@cityofstarkville.org>

Perfect,

Just so you know our production time is roughly 13 weeks then it generally takes a couple of weeks in shipping. We just take a 50% deposit to get going.

Thanks

Brandon
Wilding Wallbeds
1509 S 270 E #3
St. George UT 84790
(866) 877 7803

[Quoted text hidden]

Charles Yarbrough <c.yarbrough@cityofstarkville.org> Tue, Jul 27, 2021 at 1:13 PM
To: Brandon Wilding <brandon@wallbedsbywilding.com>

Sounds good.
[Quoted text hidden]

Charles Yarbrough <c.yarbrough@cityofstarkville.org> Wed, Dec 1, 2021 at 8:33 AM
To: Brandon Wilding <brandon@wallbedsbywilding.com>, Charles Yarbrough <c.yarbrough@cityofstarkville.org>

As soon as you can (today, Wednesday, Dec. 1st).....Please provide an office QUOTE for the beds. I need to put in on the Board Agenda for approval to purchase.

Thanks.

Charles D. Yarbrough, MS, CFO, MEFO

"Be Still and Know That He is God"

[Quoted text hidden]

Charles Yarbrough <c.yarbrough@cityofstarkville.org> Wed, Dec 1, 2021 at 8:35 AM
To: Brandon Wilding <brandon@wallbedsbywilding.com>, Charles Yarbrough <c.yarbrough@cityofstarkville.org>, Lashonda Malone <lashonda@cityofstarkville.org>

Please send the QUOTE to lashonda@cityofstarkville.org.

Thank you.

Charles D. Yarbrough, MS, CFO, MEFO

"Be Still and Know That He is God"

[Quoted text hidden]

CITY OF STARKVILLE COVERSHEEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: December 7, 2021
PAGE: 1

SUBJECT: Request approval to purchase 3 garage doors for Fire Station 1 for the amount of $34,790.00 from S & K Door and Specialty Co., Inc., the lower of two quotes.

AMOUNT & SOURCE OF FUNDING

Two quotes received:

$34,790.00 - S & K Door and Specialty Co., Inc

$43,832.61 – LDBDOORS LLC

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to purchase 3 garage doors for Fire Station 1 for the amount of $34,790.00.

CUSTOMER City of Starkville

DATE 21:37

PROJECT Fire Station #1 (door replacement)

ADDRESS East Lampkin St.

Starkville, MS

S & K DOOR AND SPECIALTY CO., INC.

P. O. Box 1414 Starkville, MS 39760 (662) 323-6381 Fax (662) 323-6560

PROPOSAL

ATTENTION Bryan Arnett

PHONE # 662-341-3870

EMAIL

Option 1:

Remove and dispose of door and operator – and replace with complete new system:

Three (3) 14 x 14 Raynor "AlumaView" series AV200 Full View commercial sectional overhead doors TBD in color with 2" normal headroom tracks; angle mount to steel, and all sections to have **non-insulated** tempered full view glass windows.

Three (3) Raynor "ControlHoist" Standard model CST-311 electric trolley operator with monitored photo safety eyes and three button control station.

Total Installed = $27,290.00 (+ tax if applicable)

Option 2:

Remove and dispose of door and operator – and replace with complete new system:

Three (3) 14 x 14 Raynor "AlumaView" series AV200 Full View commercial sectional overhead doors TBD in color with 2" normal headroom tracks; angle mount to steel, and all sections to have **insulated** tempered full view glass windows.

Three (3) Raynor "ControlHoist" Standard model CST-311 electric trolley operator with monitored photo safety eyes and three button control station.

Total Installed = $34,790.00 (+ tax if applicable)

This proposal shall not become binding upon Seller until accepted in writing by one of its authorized representatives.

TERMS AND CONDITIONS: PRICES GOOD FOR 30 DAYS.

SUBMITTED BY Tanner Gullette

ACCEPTED BY

SIGNATURE

AUTHORIZED REPRESENTATIVE

SIGNATURE

AUTHORIZED REPRESENTATIVE

DATE

DATE

LDBDOORS LLC
Larry Brownlee
Business Number (662)418-2949
3940 Wade Starkville MS 39759
6624182949
ldbdoors@gmail.com

ESTIMATE
EST0095

DATE
12/01/2021

TOTAL
USD $43,832.61

TO

Fire Department
503 East Lampkin st
Starkville, MS 39759

(662)7220051
lashonda@cityofstarkville.org

DESCRIPTION	RATE	QTY	AMOUNT
(3) Amarr 3552 14x14 aluminum full view commercial Garage doors.	$14,610.87	3	$43,832.61
(3) 14 foot Liftmaster 5.0 trolley motor			
Color = carnival red or Boyssenberry			

SUBTOTAL	$43,832.61
TAX (7%)	$0.00
TOTAL	USD $43,832.61

Thanks for your business!

AGENDA ITEM DEPT.: Fire Department

CITY OF STARKVILLE COVERSHEEET **AGENDA DATE: December 7, 2021**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Request approval for landscape enhancement at Fire Station 1 for the amount of $8,500.00 from Four Seasons, the lower of two quotes.

AMOUNT & SOURCE OF FUNDING

Two quotes received:

$8,500.00 – Four Seasons

$13,867.63 – SGK Landscapes

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval for landscape enhancement at Fire Station 1 for the amount of $8,500.00 from Four Seasons.

FOUR SEASONS

Landscape Upgrades Estimate

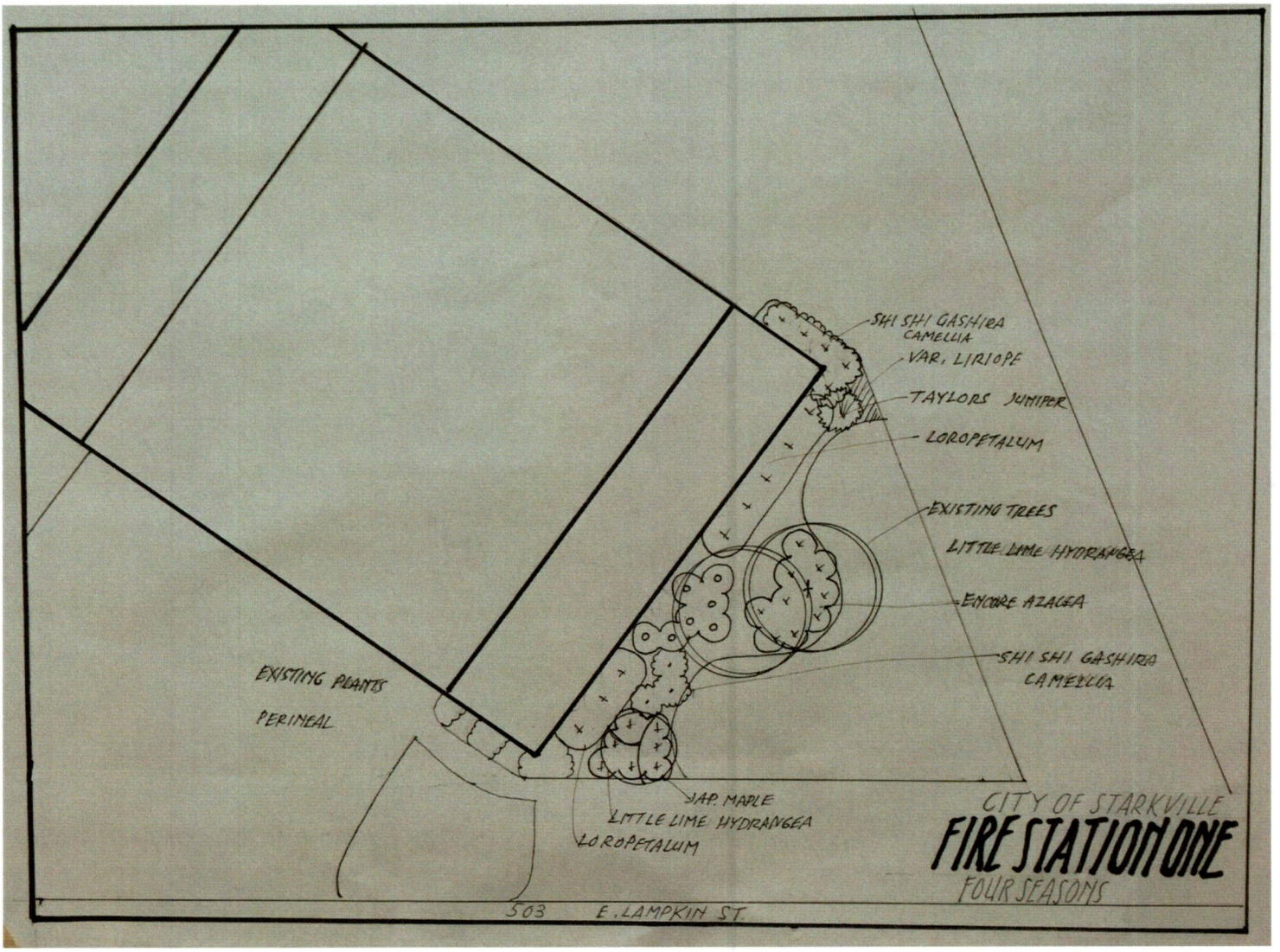
Fire Station One

503 E. Lampkin Street

Starkville Ms

Project Description: Design and install landscape upgrades to East side of Fire Station One. Remove unwanted plants, cultivate and amend soil, select prune existing plants, add new plant material and mulch.

Total for Landscape Upgrades	$8500


SHI SHI GASHIRA CAMELLIA
VAR. LIRIOPE
TAYLORS JUNIPER
LOROPETALUM
EXISTING TREES
LITTLE LIME HYDRANGEA
ENCORE AZALEA
SHI SHI GASHIRA CAMELLIA
EXISTING PLANTS
PERINEAL
JAP. MAPLE
LITTLE LIME HYDRANGEA
LOROPETALUM
CITY OF STARKVILLE
FIRE STATION ONE
FOUR SEASONS
503 E. LAMPKIN ST.

SGK LANDSCAPES
MAINTENANCE • DESIGN • INSTALLATION

Landscape Enhancement Proposal

CITY OF STARKVILLE
110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Fire Station One - Landscape Enhancement
503 East Lampkin Street Starkville, Mississippi 39759

Est ID: EST2780141
Date: Sep-16-2021

Our Background:

SGK Landscapes was established in 2002 by Michael Everett, who realized the need for a landscape company that cared more about customer satisfaction and quality. This company, known as Southern Green Keepers, started primarily as a lawn maintenance company. In 2006, growth came at a rapid rate with landscape construction being added to our services. In 2008, we expanded, once again, our services include project management, landscape lighting, outdoor water features, stone patios & walkways and outdoor structures.

SGK Landscapes employs two full time Account Managers, two Sales Professional and an in-house Landscape Designer & Estimator. We are licensed by the Mississippi State Board of Contractors, Mississippi State Bureau of Plant Industry Landscape Horticulturists, and are also bonded and insured. We have also received many accreditation from "The Better Business Bureau", PLANET (Professional Landcare Network), Mississippi Nursery & Landscape Association, and are a member of the NFIB. SGK Landscapes was also awarded The Best People's Choice Award for local landscape companies by the Starkville Daily News and has received multiple design awards from the Houzz platform.

Residential Customer References:

The following is a list of a few customers throughout our community:

Dr. Ricky Johnston	**Dr. Wesley Ferguson**	**Jim McAlexander**
Columbus, MS	Starkville, MS	Columbus, MS
(305) 546-0812	(662) 694-9000	(662) 386-8760

Clay Richardson

Starkville, MS

(662) 323-1234

Landscape Enhancement Solutions

Not only is SGK Landscapes, Inc. a full service landscape maintenance company. We are a design/build/project management firm. We have an experienced team of landscape designers, irrigation technicians and installation professionals. The following is a list of our Project services:

- Professional Design Consultation
- Project Management
- Plant Installation
- Seed & Sod Installation
- Irrigation Installation & Maintenance
- Drainage Solutions
- Landscape Lighting Systems
- Water Features
- Patios & Walkways
- Wooden Fence, Decks, & Arbors
- Outdoor Kitchens
- Swimming Pools
- Outdoor Fireplaces & Entertainment Areas

Visit our website: http://www.sgklandscapes.com to view recent projects.

Landscape Maintenance Solutions

SGK Landscapes, Inc. is not only a full service landscape design/build and project management firm; we also provide full service maintenance packages to accommodate any size property both commercial and residential. We employ a knowledgeable and experienced team of landscape management technicians, certified spray technicians, and account managers dedicated to maintaining your property to the highest standards. Below is a list of maintenance services we provide.

- Spring & Fall Clean-Ups
- Scheduled Lawn Maintenance
- Fertilizer Applications
- Turf Chemical Applications
- Aeration
- De-Thatching
- Shrubbery & Small Tree Trimming
- Weeding
- Mulch Installation
- Seasonal Color
- Soil PH Testing & Adjustment
- Complete Property Management

Visit our website at www.sgklandscapes.com to review our complete list of services.

Benefits to You

The proposed landscape enhancements/management solutions are beneficial in a number of ways:

1. SGK Landscapes, Inc. is a full service design/build/maintenance firm that can fulfill any of your landscape needs or wants.
2. SGK Landscapes, Inc. employees are uniformed, friendly, and knowledgeable.

Fee Structure #1

- Start Date: **After November 22, 2021**
- Balance due upon completion - **$ 9,192.77 - (Bed & Plant Installation only, if no alternates are taken)**
- Credit Card Payments: 3.5% convenience fee for all credit card purchases.

Material Note: Due to the current market volatility and the projected project installation schedule; materials provided within this proposal will be re-estimated and reflect current pricing at the time of procurement. Any material increases under a 5% threshold will not be considered necessary for customer approval.

Fee Structure #2

- Start Date: **After November 22, 2021**
- Balance due upon completion - **$ 11,980.58 (Bed & Plant Installation w/ Atlternate #1)**
- Credit Card Payments: 3.5% convenience fee for all credit card purchases.

Material Note: Due to the current market volatility and the projected project installation schedule; materials provided within this proposal will be re-estimated and reflect current pricing at the time of procurement. Any material increases under a 5% threshold will not be considered necessary for customer approval.

Fee Structure #3

- Start Date: **After November 22, 2021**
- Balance due upon completion - **$ 10,172.60 (Bed & Plant Installation w/ Atlternate #2)**
- Credit Card Payments: 3.5% convenience fee for all credit card purchases.

Material Note: Due to the current market volatility and the projected project installation schedule; materials provided within this proposal will be re-estimated and reflect current pricing at the time of procurement. Any material increases under a 5% threshold will not be considered necessary for customer approval.

Bed & Plant Installation $9,192.77

Site Conditions

Unforeseen Work Site Conditions: If concealed or unknown conditions, including, but not limited to, surface, subsurface and/or site environmental conditions, which affect in whole or in part the performance of the Work are encountered, then SGK Landscapes shall stop work and give written notice thereof to Owner before conditions are further disturbed and promptly after first observing such changed conditions by SGK Landscapes. The Agreement (e.g., costs, prices, schedule, etc.) shall be adjusted in accordance with the changes clause.

Demolition & Excavation

Existing Plant Demolition: We will remove the existing plant material within the "said" enhancement area per plans provided. SGK Landscapes will not be responsible for any utilities hit during the demolition or installation of the said area not marked by 811. It is the responsibility of the "Client" or "Client's Representative" to fully inform SGK Landscapes, Inc. of all the information regarding site unknowns that may include difficult buried materials, secondary utilities, cables & pipes, tree stumps, drainage or water table issues, limestone sub-surfaces, and/or any other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion.

Clean-Up

Existing Landscape Clean-Up: We will trim all the existing plants within the landscape deemed necessary to a manageable height based upon industry standards. All existing trees shall be limed-up to 8' clear trunks. During the project kick-off any special request for trimming/pruning/demolition shall be reviewed, unless specified all plant material will be pruned according to SGK Landscape, Inc. standards.

Existing Plant Material Herbicide Application: We will apply a herbicide application to the existing broad-leaf weeds and grassy plant material within the "said" enhancement area per plans provided. SGK Landscapes will not be responsible for any utilities hit during the demolition or installation of the said area not marked by 811.

Topsoil Back-fill

Topsoil Back-fill Installation: We will install up to [2] yards of topsoil if deemed necessary to accommodate for the soil lost in demolition of the existing plant material. SGK Landscapes, Inc. is not responsible for sinking over time due to organic matter breakdown from existing roots within the "said" demolition area. This in natural and will need to be top-dressed in the future. *If Alt 2 is selected, pine straw would be recommended to use to match beds with natural area.*

Bed Installation

Bed Installation (Pine Bark Mulch): We will apply a chemical application for aid in eradicating existing weeds within new bed location, preparation an amending of existing site soil using loamus, fertilizer, and pre-emergent. All beds to be top-dressed with pine bark mulch to provide a dense and uniform barrier from weeds and to aid in moisture retention for plants.

Plant Installation

Plant Material Installation: We will provide and install quality grown nursery stock plant material per plans provided in accordance with Z60.1,2004 (American Standard for Nursery Stock) and standard practices in accordance with (ANSI) A300 Standards of tree care operations, tree, shrub, and other woody plant management. In some instances, some plants, trees, shrubs, perennials or annual may not readily available to procure in time for the required planting period associated with the contract. In that event, SGK Landscapes will work closely with the "customer" to provide a approved substitution(s) - subject to availability. The "customer" always reserves the right to to request plants and related materials that are not locally available. SGK Landscapes DOES NOT replace any ornamental plants killed by: freezing temperatures, rodents, insects, mechanical damage, lack or absence of an irrigation system, neglect, or natural disasters. Any ornamental plants located in decorative pots, planter boxes, and streetscapes are not covered under the guarantee. Tree and shrub plant material is covered under a [1] year warranty to include [1] replacement of equal or like material and only if the customer has an existing irrigation system audited by SGK Landscapes at the time that the new plant material is installed or a new irrigation system is installed at the time of planting.

Scope of work includes sod to sod area where 2 crape myrtles are being removed.

Tree Demo, Sodding and Swale Creation - ALT 1 $2,787.81

Site Conditions

Unforeseen Work Site Conditions: If concealed or unknown conditions, including, but not limited to, surface, subsurface and/or site environmental conditions, which affect in whole or in part the performance of the Work are encountered, then SGK Landscapes shall stop work and give written notice thereof to Owner before conditions are further disturbed and promptly after first observing such changed conditions by SGK Landscapes. The Agreement (e.g., costs, prices, schedule, etc.) shall be adjusted in accordance with the changes clause.

Demolition & Excavation

Existing Plant Demolition: We will remove the existing plant material within the "said" enhancement area per plans provided. SGK Landscapes will not be responsible for any utilities hit during the demolition or installation of the said area not marked by 811. It is the responsibility of the "Client" or "Client's Representative" to fully inform SGK Landscapes, Inc. of all the information regarding site unknowns that may include difficult buried materials, secondary utilities, cables & pipes, tree stumps, drainage or water table issues, limestone sub-surfaces, and/or any other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion.

Site Clean-Up

We will remove existing debris and ground clutter from the scope of work area in preparation for finish grade and sod. All machinery, scaffolds, remaining construction material, and job trailers must be removed from the scope of work area before finish grade and sod placement.

Grading

Grading: We will use engineering techniques or vegetative practices, or a combination of both, to provide positive surface drainage and control erosion and sedimentation while reshaping and stabilizing the ground surface. Topsoil quantity is not to exceed 3 yards per scope work, if additional topsoil is deemed necessary it will be charged at SGK Landscapes, Inc. standard time and material rate upon owner/contractor written approval. Dirt Contractor/General Contractor is responsible for rough grade +/- ½" before site conditions are to be accepted by SGK Landscapes.

Sod Installation

Sod Installation (Bermudagrass): Preparation of area for treatment, furnishing and placement of number one quality nursery-grown "Tif 419" Bermudagrass (sod). Due to project parameters and site conditions, sod quantity shall reflect the plans provided and are not to exceed 50 SY per scope of work; if additional sod is deemed necessary it will be charged at SGK Landscapes, Inc. standard time and material rate only after owner/contractor written approval. SGK Landscapes, Inc. does not warranty any seed or sod material.

Natural Area and Swale Creation - ALT 2 $979.83

Site Conditions

Unforeseen Work Site Conditions: If concealed or unknown conditions, including, but not limited to, surface, subsurface and/or site environmental conditions, which affect in whole or in part the performance of the Work are encountered, then SGK Landscapes shall stop work and give written notice thereof to Owner before conditions are further disturbed and promptly after first observing such changed conditions by SGK Landscapes. The Agreement (e.g., costs, prices, schedule, etc.) shall be adjusted in accordance with the changes clause.

Natural Area Installation

(Pinestraw): We will apply a chemical application for aid in eradicating existing weeds within location, preparation an amending of existing site soil using pre-emergent. Natural area to be top-dressed with pine bark mulch or long-leaf pine needles, or a combination of both, to provide a dense and uniform barrier from weeds and to aid in moisture retention for plants.

Subtotal	**$12,960.41**
Taxes	**$907.22**
Estimate Total	**$13,867.63**

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 07, 2021

SUBJECT:

Request authorization to hire Timothy MaGaee as an entry level Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Timothy MaGee- Base Salary of $30,316 ($11.00 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

This position was previously held by Donal Crotwell who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Timothy MaGaee as an entry level Firefighter in the Starkville Fire Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 7, 2021

SUBJECT:

Request authorization to hire Jesi Marsh and Jeremy Weaver as part- time firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Jesi Marsh - Non-Exempt, Rate of $12.00 per hour based on 1378 (part-time) hours.

Jeremy Weaver - Non-Exempt, Rate of $12.00 per hour based on 1378 (part-time) hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

These are replacement positions previously held by Mitch Graves and Richard McBride who resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jesi Marsh and Jeremy Weaver as part- time firefighters in the Starkville Fire Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: June 01, 2021

SUBJECT:

Request authorization to hire Cody Dean as a Inventory Control Tech in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING

Non-Exempt Salary of $38,480 ($18.50 hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2020/21 budget.
50% of pay – Acct: 903.00 Electric Expense.
50% of pay – Acct: 146.10 Due from Water Dept.

AUTHORIZATION HISTORY:

This is a replacement position previsouly held by Gary Rivers who retired.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to hire Cody Dean as a Inventory Control Tech in the Starkville Utilities Department.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATED: December 7, 2021
Page: 1

SUBJECT:

Request authorization to hire Eliot McGrew as a part-time Receptionist in the City Clerk's Office.

AMOUNT & SOURCE OF FUNDING:

Eliot McGrew - This position will be paid only for actual hours worked at $10.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 001-142-430-108

AUTHORIZATION HISTORY:

This is a temporary as needed replacement position previously held by Johnnie Armstrong who had surgery in November and is not sure when she will be able to return.

REQUESTING DEPARTMENT:

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 Eliot McGrew as a part-time Receptionist in the City Clerk's Office.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 07, 2021

SUBJECT:

Request authorization to hire Stephen Corban as a Finance Director in the Finance Department.

AMOUNT & SOURCE OF FUNDING:

Exempt Salary of $89,895 ($43.22 per hour) based on 2080 hours.

LINE ITEM

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

AUTHORIZATION HISTORY:

Due to a restruture, we were searching for a Finance Director who can integrate into our executive leadership team, continue the success of our financial operations and help lead our City into the future. The City of Starkville is a unique community maturing in our operations, strategies and public service.

The newly appointed Finance Director is responsible for the direction of a departmental organizational component and division in the Finance Department. He will provide highly responsible and complex administrative assistance to the Mayor, COO and CFO and serves as a member of the City executive team with responsibilities for managing fiscal operations and establishing and overseeing programs and policies that affect multiple departments and the City as a whole.

The city has experienced growth and the budget has a lot of moving parts, therefore this position plays a critical role in supervising and participating in the development of the City annual operating budget, capital improvement budget and direct the forecast of funds needed for staffing, equipment, materials and implement mid-year adjustments.

The City currently has approved budget allocations for 325 employees. The Operating General Fund Budget for FY 21/22 is approximately $120 million.

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 Stephen Corban as a Finance Director in the Finance Department.

SUBJECT:

Request authorization to advertise for a General Manager (Department Head) in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Exempt Salary Range of $115,000 ($55.29) - $135,000 ($64.90) based on 2080 hours.

FISCAL NOTE:

Budgeted from accounts 920.00 (50%) and 146.10 (50%)

AUTHORIZATION HISTORY:

This is a critical replacement position previsously held by Terry Kemp who's retiring in March 2022.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval to advertise for a General Manager(Department Head) in the Starkville Utilities Department.

CITY OF STARKVILLE JOB DESCRIPTION

Title: Utilities General Manager	**Department: Utilities**
Reports to: Mayor	**Classification: Non -Exempt, Salary Grade 19**
Date Prepared: December 6, 2021	**Approved by Board: _____**

GENERAL POSITION SUMMARY:

Department Head level executive position responsible for the overall operations and management of a multi-service municipal utility system including electric, water treatment and distribution and wastewater collection and treatment. The General Manager implements directives of the Board and ensures compliance with policies. The GM will coordinate the efforts of the Starkville Utilities employees to maximize efficiency and quality of service to our customers; will make recommendations to the Board with regard to rates and policies and then see that the Board's directions are carried out; and will listen to the suggestions, complaints, and concerns of our customers and attempt to respond to their needs as is practical and appropriate.

ESSENTIAL JOB FUNCTIONS:

- Manages the overall operations of the Utility.
- Responsible for preparation of the Utilities annual capital and operating budgets and long-term financial plan.
- Prepares, documents, and presents code and ordinance changes, utility rates, fees, and other utility business policies and practices to internal and external stakeholders to ensure objectives are met.
- Initiates and conducts studies to forecast future utility needs, including facility and capital expenditure and use studies to support recommendations to the Board.
- Ensures utility's electric power, water and wastewater operations are in compliance with all city ordinances/policies and applicable Federal, State, Municipal statutes, guidelines, rules regulations and public utility principles/practices.
- Represents the City's interests in overseeing and evaluating consultant recommendations and monitor work performed by outside firms.
- Executes leadership, oversight, and supervision responsibilities over the Utilities Leadership Team, which includes Administration staff, Customer Service, Billing/AMI, Finance and Operations
- Creates and oversees utilities customer policies, customer service programs and associated outreach communications.
- Monitors billing and account structure and resolution of billing disputes including collaboration with utility billing, finance and operations.
- Leads and manages technology and business process improvements projects in the position's span of control. Identifies, evaluates, and implements process and technology improvements.
- Creates a culture of accountability and excellence, providing motivation and performance feedback, recognizing contributions, and encouraging staff training and development.
- Recruits, selects and supervises employees within the Departments.
- Attends City Council Meetings and advisory board meetings as needed and responds to questions and complaints from General Public.
- Perform other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of all aspects of public utilities—electric and water.
- Working knowledge of the TVA power Contract and Regulation
- Proven Knowledge in planning, operations, construction practices used in design, engineering and construction of electric distribution systems and water/wastewater systems.
- Knowledge of utility rate development and application.
- Familiar with Federal, state and local laws, codes, and regulations including laws and regulations related to electric, water, and wastewater utility systems.
- Knowledge of municipal financial planning, budgeting, and management

- Proven experience in developing and leading teams of people to accomplish public utility tasks, setting goals and objectives, work organization, delegation and employee supervision.
- Possess and apply strategic thinking skills, including having the ability to clearly define objectives, generate an action plan, define necessary resources, effectively anticipate change, brainstorm, troubleshoot and generate solutions.
- Possess exceptional written and verbal communication skills, including active listening skills, conflict resolution, seeking clarification as needed, building relationships and where possible creating "win-win" outcomes using positive reinforcement and diplomacy.
- Capable of being coached, open to feedback, and engaged in continuous improvement as it relates to knowledge, skills and abilities associated with this position and as an employee of the department.
- Effective time management skills.

REQUIRED EDUCATION AND/OR EXPERIENCE REQUIRED:

- Bachelor's Degree in Engineering or Business administration, or related field.
- Ten (10) years responsible experience in utility systems, including six (6) years in a management supervisory capacity.
- A combination of equivalent education and experience likely to provide the required knowledge, skills and abilities may be considered.
- Must possess a valid Mississippi Driver's License and acceptable MVR.

PREFERED EDUCATION AND/OR EXPERIENCE REQUIRED:

- Master's Degree in Engineering or Business administration, or related field.
- Principle of Engineering (PE) License

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Work is performed primarily in an office or a shop environment. Work involves everyday risks or discomforts which requires normal safety precautions. Work also requires physical dexterity in the frequent use of hand-eye coordination and manipulative skills using fingers, limbs or body for the operation of vehicles, electronic and mechanical equipment.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.

The City of Starkville is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer.

AGENDA ITEM DEPT.: Police

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: `12/7/2021

SUBJECT: Requesting approval to purchase Mower at a total value of $5935.30 for the Police Department Gun Range.

AMOUNT & SOURCE OF FUNDING
Police Firing Range Supplies 001-201-545-238

FISCAL NOTE:

Bad Boy Maverick Mower 60in KW FS730 BMR60FS730	$5935.00
Total	**$5935.00**

AUTHORIZATION HISTORY:
N/A

REQUESTING DEPARTMENT: Starkville Police Department

DIRECTOR'S AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT: Starkville Police Department 662-323-4131

SUGGESTED MOTION:

Move for approval to purchase a Bad Boy Maverick 60 inch mower (for the Police Department Gun Range) from the Oktibbeha County Co-Op who provided the lowest bid of $5935.30.

Quote

Quote expires
January 16, 2022 12:00 am

OKTIBBEHA COUNTY COOP
P.O. BOX 805
201 POLLARD ROAD
STARKVILLE, MS 39760

OKTIBBEHA COUNTY CO-OP
P.O. BOX 805 - 201 POLLARD ROAD
STARKVILLE 39760
PH. 662-323-2742
"YOUR FARM STORE PLUS MORE"

Ticket #: 501556
Ticket date: 11/17/21
Time: 3:19 pm
8

108

Sold to: CITY OF STARKVILLE
CITY HALL ACCTS PAYABLE
110 WEST MAIN STREET
STARKVILLE, MS 39759
(662) 323-4813
323-2525 X105

Ship to: CITY OF STARKVILLE
% CITY HALL
101 LAMPKIN ST.
STARKVILLE, MS 39759

Customer #: 6837
Sales Rep: BH
Customer PO#: QUOTE
Ship date:
Location: 1
Ship-via code:
Terms: NET 30 DAYS

Item #	Quantity	Selling unit	Description	Price	Ext prc
354060	1	EACH	BAD BOY MAVERICK 60" KW FS730 BMR60FS730	5,935.30	5,935.30

User: BH
Total line items: 1

Sale subtotal:	5,935.30
Tax:	0.00
Total:	5,935.30

****
Total savings: $1,463.70
****

Quote

Quote expires
January 16, 2022 12:00 am

Evergreen Ag - Mathiston
Mathiston, MS

EVERGREEN AG
"YOUR FARM STORE PLUS MORE"

Ticket #: 2000059
Ticket date: 11/17/21
Time: 4:02 pm
EVAGSALES

751

Sold to: CITY OF STARKVILLE
CITY HALL ACCTS PAYABLE
110 WEST MAIN STREET
STARKVILLE, MS 39759
(662) 323-4813
323-2525 X105

Ship to: CITY OF STARKVILLE
% CITY HALL
101 LAMPKIN ST.
STARKVILLE, MS 39759

Customer #: 6837 **Ship date:** **Ship-via code:**
Sales Rep: KAM **Location:** 2 **Terms:** NET 30 DAYS

Item #	Quantity	Selling unit	Description	Price	Ext prc
354060	1	EACH	BAD BOY MAVERICK 60" KW FS730 BMR60FS730	6,749.00	6,749.00

User: KAM Total line items: 1

Sale subtotal:	6,749.00
Tax:	0.00
Total:	6,749.00

****
Total savings: $650.00
****

BOYLE LUMBER
401 NORTH GAINES HIGHWAY
BOYLE, MS 38730
662-846-5129

Customer Quote

Invoice Num: 00023240
Date 11/17/21

CITY OF STARKVILLE

Buyer:
P.O.#:
Project:

Salesman: BOBBY FOSTER

Quanty	Unit	Item Number	Description	Price	Ext price
1.00	EA	NS	BAD BOY 60" MAVERICK KAWASAKI	6749.00	6749.00
1.00	EA	NS	SER# BMR60FS73008215147	0.00	0.00
1.00	EA	NS	***CITY OF STARKVILLE***	0.00	0.00

THIS QUOTE IS NOT VALID AFTER 12/01/21

TOTAL NON TAX 6749.00
QUOTE TOTAL 6749.00

DISCLAIMER OF ALL WARRANTIES:
In connection with the sale of items described above, if a limited written express warranty is issued by Boyle Lumber; and accepted by purchaser, the terms & conditions of said warranty shall be applicable; otherwise, Boyle Lumber hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose & Boyle Lumber neither assumes no authorizes person to assume for it any liability in connection with the sale of the item(s). If a printed warranty is delivered on behalf of a manufacturer of any item sold and/or delivered by Boyle Lumber said manufacturer warranty in no manner affects this disclaimer of all warranties made by Boyle Lumber.

AGENDA ITEM NO:

CITY OF STARKVILLE **AGENDA DATE: 12-7-21**

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Consideration of the acceptance of the FY21 Department of Justice COPS Hiring Grant for an amount of $275,209.00, with a City match of $92,070.00, for three additional officers for a period of 3 years with the City committing to retain the officer positions a minimum of 12 months past the end of the grant.

AMOUNT & SOURCE OF FUNDING: 75% Federal: $275,209.00, 25% Local Match: $92,070.00

FISCAL NOTE: The Starkville Police Department requests permission to enter into the grant agreement for the FY21 Department of Justice COPS Hiring Grant. The grant is a three year 75/25 reimbursable grant for the hiring of additional police officers. Federal funds of $275,209.00 and a local match of $92,070.00 for a total project award of $368,279.00. The grant will pay 75% for three additional officers for a period of 3 years, with the City committing to retain the positions a minimum of 12 months past the end of the grant.

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 accept the 75/25 reimbursable grant funding in the area of the FY21 Department of Justice COPS Hiring Grant.**

STAFF RECOMMENDATION:

JUSTgrants
JUSTICE GRANTS SYSTEM

- Home
- Entity Profile
- Entity Users
- Entity Documents
- Applications
- Awards
- Monitoring
- Federal Forms

Privacy Policy

Funded Award

(15JCOPS-21-GG-03435-UHPX) PENDING-AWARD EXTERNAL ASSIGNEE

Entity Legal Name () Doing Business As: ()

Actions

Solicitation Title:	FY 21 COPS Office Hiring Program Solicitation	Solicitation Category:	N/A
Project Title:	FY21 COPS Hiring Program (CHP)	Federal Award Amount	$276,209.00
Project Period:	10/1/21 - 9/30/26	Unpaid Balance:	——
Managing Office:	COPS	DUNS:	782430557
DOJ Grant Manager:	MONIQUE BOLTON	COPS ORI:	——
Grant Award Administrator:	——	TIN:	646001082
FAW Case ID	FAW-167014		

Assignments

View all

Task	Assigned to	
Assign Missing Contributors	Christopher Jackson	Begin
Programmatic	Funded Awards	
Legal	Funded Award	
Audit And Assessment	Funded Award	
Financial	Funded Awards COPS	
Leadership	Funded Award	

View Application

Case details

Last updated by
Virtual Assistant (4d ago)
Created by
Agent(System-Queue-ServiceLevel.ProcessEvent) (4d ago)

DOJ Grant Manager
MONIQUE BOLTON

Phone
800-421-6770

Email
monique.bolton@usdoj.gov

Participants (5)

- Christopher Jackson OrganizationAdministrator
- MONIQUE BOLTON GrantManager
- Mark Ballard AuthorizeRep
- Christopher Jackson ApplicationSubmitter
- Lynn Spruill AuthorizeRep2

FUNDED AWARD INITI... > ACTI... > INITIATE C... > PROGRAMMATIC C... > FINANCIAL C... > UFMS ...

Funded Award Information

Award Package | Award Conditions | Award Details | Award Attachments | Performance Management | Funding Balance and Availability | Federal Financial Report (FFR) | Grant Award Modification (GAM)

Award Letter

November 18, 2021

Dear Mark Ballard,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by STARKVILLE, CITY OF for an award under the funding opportunity entitled 2021 FY 21 COPS Office Hiring Program Solicitation . The approved award amount is $276,209.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
STARKVILLE, CITY OF

DUNS Number
782430557

ORI Number
——

Street 1
110 W MAIN ST

Street 2
——

City
STARKVILLE

State/U.S. Territory
Mississippi

Zip/Postal Code
39759

Country
United States

County/Parish
——

Province
——

Award Details

Federal Award Date
11/18/21

Award Type
Initial

Award Number
15JCOPS-21-GG-03435-UHPX

Supplement Number
00

Federal Award Amount
$276,209.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	

Statutory Authority
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. - 10381 et seq.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2021 FY 21 COPS Office Hiring Program Solicitation

Awarding Agency
COPS

Application Number
GRANT13395751

Grant Manager Name	Phone Number	E-mail Address
MONIQUE BOLTON	800-421-6770	monique.bolton@usdoj.gov

Project Title
FY21 COPS Hiring Program (CHP)

Performance Period Start Date
10/01/2021

Performance Period End Date
09/30/2026

Budget Period Start Date
10/01/2021

Budget Period End Date
09/30/2026

Project Description

The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 10/27/21 10:48 PM

Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	$368,279.26	$0.00	$368,279.26	
Civilian or Non-Sworn Personnel	$0.00	$0.00	$0.00	
Travel	$0.00	$0.00	$0.00	
Equipment	$0.00	$0.00	$0.00	
Supplies	$0.00	$0.00	$0.00	
SubAwards	$0.00	$0.00	$0.00	
Procurement Contracts	$0.00	$0.00	$0.00	
Other Costs	$0.00	$0.00	$0.00	
Indirect Costs	$0.00	$0.00	$0.00	
Total Project Costs	$368,279.26	-$0.26	$368,279.00	
Federal Funds:			$276,209.00	75.00%
Match Amount:			$92,070.00	25.00%
Program Income:			$0.00	0.00%

Budget Detail Summary View

Budget Category

Sworn Officer

Base Salary and Fringe Benefits for Sworn Officer

Sworn Officer

Position Title	Position Description
Sworn Officer	Enforce laws and ordinances of the municipality, Provide service and assistance to the public in non-law enforcement situations, Respond to calls and complaints involving criminal and non-criminal incidents, Administer first aid at the scene of an accident, Conduct preliminary and/or follow-up investigations, Interview witnesses and gathering evidence and information, Direct traffic Issue traffic and parking citations; speaking to school, civic, and church groups, Operate motor vehicles, Write and file reports, and Perform related tasks as assigned

- **Salary**
- **Fringe Benefits**
- **Summary Totals**

Position Title	Position Description

- **Salary**
- **Fringe Benefits**
- **Summary Totals**

- Civilian Personnel
- Travel
- Equipment
- Supplies
- SubAwards
- Procurement Contracts
- Other Costs

▸ Indirect Costs

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Other Award Documents

State: MS
Legal Name: STARKVILLE, CITY OF

Approved Problem Focus Area: Violent Crime Problems - Gun Violence
3 Full-Time Officers Funded
3 New Hires
0 Rehires Previously Laid Off
0 Rehires Scheduled for Lay Off

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

2
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

3
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

4
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
(3) When the recipient agrees to the termination and termination conditions.
(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6
Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2021 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

7
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

8
Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

9
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

10

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

11

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

12

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management and Universal Identifier Requirements
A. Requirement for System for Award Management
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier
If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions
For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

13

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

Commission total compensation filings at http://www.sec.gov/answers/execcomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

14

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

15

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

16

Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
A. Reporting of Matters Related to Recipient Integrity and Performance
1. General Reporting Requirement
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report
Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency
During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

17
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2021, Public Law 116-260, Division E, Title VII, Section 742.

18
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

20
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

21
Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208
If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

22
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

23
Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

24
Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

25
School Resource Officer (SRO) Training Requirement: COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.

26
Memorandum of Understanding Requirement (for School Resource Officers only)
Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:
• Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.
• Your agency's MOU must contain the following information;
o The purpose of the MOU
o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
o Information sharing
o Supervision responsibility and chain of command for the SRO
o Signatures
Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets
Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

27
Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their 2021 COPS Hiring Program (CHP) application:

• Building Legitimacy and Trust
• Violent Crime/Gun Violence
• Combatting Hate and Domestic Extremism
• Police-based Response to Persons in Crisis
Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application;
Your agency will address its specific priority crime problem throughout the entire CHP award period;
Your agency will implement any organizational changes identified in its CHP award application;
Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

28

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

29

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is $125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

• Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
• Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
• Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

30

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award.

31

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

32

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

33

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

34

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Director	ROBERT CHAPMAN	10/28/21 2:31 PM

Authorized Representative

AGENDA ITEM NO:

CITY OF STARKVILLE **AGENDA DATE: 12-7-21**

RECOMMENDATION FOR BOARD ACTION

SUBJECT: **Award for FY20 Mississippi Department of Homeland Security Grant – Reallocation Funds. The Starkville Police Department requests permission to accept the Mississippi Department of Homeland Security Grant Award for $38,615.50. The grant is a 100% reimbursable grant for funding in the area of equipment.**

AMOUNT & SOURCE OF FUNDING: $38,615.50, Mississippi Department of Homeland Security

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 accept the 100% reimbursable grant funding of $38,615.50, FY20 Mississippi Department of Homeland Security.**

STAFF RECOMMENDATION:

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

SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF STARKVILLE POLICE DEPARTMENT**
(Generator, Portable Light Tower, Metal Detector Wand, 10x10 tent, 40- Barricades, 12 Battle Dress Uniforms, 12 First Aid Trauma Kits, 16 Ensemble Gear Storage, 12 Gloves, 12 Optic Thermal Imaging/Light Amplification, 12 Patrol Optics

Project Title(s): FY'20 Homeland Security Grant Program-Reallocation Funds

Grant Period: 10/01/21 – 09/30/22 Date of Award: 10/01/2021

Total Amount of Award: **$38,615.50** Grant No.: **20LE347**

In accordance with the provisions of Federal Fiscal Year 2020 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2020-SS-00033**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

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

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

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

ACCEPTANCE FOR THE SUBRECIPIENT

_____ _____

Signature of Official Authorized to Sign Signature of Acting MOHS Director

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

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.

2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.

3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.

4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.

5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.

6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.

7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.

8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.

9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.

10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.

11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.

12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.

13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.

14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

_____ _____

Grant Recipient Representative Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

* *

1. All sub-grantees must comply with the rules and regulations of 2 CFR 200.

2. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.

3. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.

4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.

5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).

6. A physical inventory of property and equipment (as defined in Section IV, D.) must be completed and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year.

7. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.

8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.

9. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.

_____ _____

Signature of the Chief Executive Officer Date

AGENDA ITEM DEPARTMENT: SES

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: 12-07-2021
PAGE: 1 of 1

SUBJECT: Request approval for consideration to advertise for the purchase of one Knuckle Boom Loader for the Sanitation & Environmental Services Department and to sell the 2012 Hol-Mac Knuckle Boom.

AMOUNT & SOURCE OF FUNDING:

This amount is budgeted: Principal 022-325-820-874 and Interest 022-325-830-873

HISTORY: The 2012 Hol-Mac Knuckle Boom is currently approaching the end of its useful life and will be sold on Gov Deals to help offset a replacement.

REQUESTING DEPARTMENT: Sanitation & Environmental Services

DIRECTOR'S AUTHORIZATION: Chris Smiley
Director of SES

FOR MORE INFORMATION CONTACT: Chris Smiley

STAFF RECOMMENDATION: None

SUGGESTED MOTION:

AGENDA ITEM NO:
AGENDA DATE: December 7, 2021
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept the lowest and best quote from Southern Pipe and Supply for 660ft of 6" C900 pipe (material only) for the Frontier Dr/Westside Dr line replacement in the amount of $7,847.40.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE: 3 Quotes Received

Southern Pipe:	$7,847.40
G&C Supply Co.:	$8,540.40
Ferguson:	$9,075.00

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 Southern Pipe and Supply for 660ft 6" C900 pipe (material only) for the Frontier Dr/Westside Dr line replacement in the amount of $7,847.40.

SOUTHERN
PIPE & SUPPLY

Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		6066678 0

PO Date	PO #	Page #
11/18/21	6" C900 Quote	1

Bill To Starkville Utilities
PO BOX 927
Attn: Accounts Payable
STARKVILLE, MS 39760

Cust # 6102490121

Correspondence To Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Ship To Starkville Utilities
PO BOX 927
Attn: Accounts Payable
STARKVILLE, MS 39760

Instructions

Currency

Ship Point	Via	Shipped	Terms
SOUTHERN PIPE - TUPELO W&S	Customer P/U		10Prox,Net3

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
	**********									
	MUST HAVE SIGNATURE ON PICK-TICKET IN ORDER FOR PAYMENT									
	**********									
1	PC900DR18U 6" DR18 CLASS 150 C-900 WATER MAIN PIPE	00000	660		660	FT	11.89	FT	0.00	7847.40

1 *Lines Total* — *Qty Shipped Total* 660

Total 7847.40
Invoice Total 7847.40

- In stock
- Ready to ship

Order Acknowledgement - Quote Order

SEE TERMS AND CONDITIONS AT WWW.SOUTHERNPIPE.COM

G & C SUPPLY CO., Inc.
WATER, SEWER & GAS SUPPLIES
SIGN & SAFETY SUPPLIES
P.O. Drawer 459 - 1105 State Route 77
Atwood, TN 38220
(731)662-7193 or (800)238-3836

QUOTATION

Order Number	
1883411	
Order Date	Page
11/18/2021 09:48:16	1 of 1

Bill To:
STARKVILLE WATER DEPARTMENT
ACCOUNTS PAYABLE
PO BOX 927
STARKVILLE, MS 39760

(662) 323-3505

Ship To:
STARKVILLE WATER DEPARTMENT
403 DR CONNER DRIVE
STARKVILLE, MS 39759

Customer ID: 1943

PO Number	Ship Route	Taker
	UTLY	JMEALS

Quantities Ordered	Quantities Remaining	Status of Balance	Status Key (B = Backorder, D = Direct, C = Canceled, P = In Production)	Item ID / Item Description	Unit Size	Unit Price	Extended Price
600	600			C900-150-6 6 C900 CLASS 150 PVC RR PIPE C900 DR18	FT	12.9400	7,764.00
3	3			787-5 QT PIPE LUBRICANT	NC	0.0000	0.00

Total Lines: 2

SUB-TOTAL:	7,764.00
TAX:	0.00
AMOUNT DUE:	**7,764.00**
U.S. Dollars	

Currently has 420 ft in stock

8540.40

All returns may be subject to a manufacturers re-stocking charge. All custom or non-stock items are non-returnable.

FERGUSON WATERWORKS

FEL BIRMINGHAM #1964
190 COMMERCE DRIVE
PELHAM, AL 35124-0000

Phone: 205-621-5520
Fax: 205-621-5540

Deliver To:
From: Briar Thomas
Comments:

12:53:32 NOV 18 2021

FERGUSON WATERWORKS #1204
Price Quotation
Phone: 205-621-5520
Fax: 205-621-5540

Bid No: B350530
Bid Date: 11/18/21
Quoted By: BT

Cust Phone: 662-323-3133
Terms: NET 10TH PROX

Customer: STARKVILLE UTILITIES
403 NORTH DL CONNOR
STARKVILLE, MS 39759

Ship To: STARKVILLE UTILITIES
403 NORTH DL CONNOR
STARKVILLE, MS 39759

Cust PO#:

Job Name: 6 C900

Item	Description	Quantity	Net Price	UM	Total
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	660	13.750	FT	9075.00

In stock, ready to ship

Net Total:	$9075.00
Tax:	$0.00
Freight:	$0.00
Total:	$9075.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2574&on=49759

AGENDA ITEM NO:
AGENDA DATE: December 7, 2021
PAGE: 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to accept the lowest and best quote from Ferguson for 588ft of 8" SDR26 sewer pipe (material only) for the Sycamore St and Edgewood Dr sewer relay projects in the amount of $7,391.16.

AMOUNT & SOURCE OF FUNDING: 2021 Budget

FISCAL NOTE: 2 Quotes Received

Ferguson.:	$7,391.16
Southern Pipe:	$7,535.28

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 Ferguson for 588ft of 8" SDR26 sewer pipe (material only) for the Sycamore St and Edgewood Dr sewer relay projects in the amount of $7,391.16.

FERGUSON® WATERWORKS

FEL - GULFPORT WW #1227
14231 SEAWAY ROAD
UNIT B-5
GULFPORT, MS 39503-4628
Phone: 228-863-2757
Fax: 228-863-6587

Deliver To:
From: **Katje Elise Toups**
Comments:

08:58:35 NOV 23 2021

FERGUSON WATERWORKS #1221
Price Quotation
Phone: 228-863-2757
Fax: 228-863-6587

Bid No: B351717
Bid Date: 11/23/21
Quoted By: KET

Cust Phone: 662-323-3133
Terms: NET 10TH PROX

Customer: STARKVILLE UTILITIES
403 NORTH DL CONNOR
STARKVILLE, MS 39759

Ship To: STARKVILLE UTILITIES
403 NORTH DL CONNOR
STARKVILLE, MS 39759

Cust PO#:

Job Name: SDR26

Item	Description	Quantity	Net Price	UM	Total
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE LEAD TIME 7-10 DAYS	588	12.570	FT	7391.16

Net Total:	$7391.16
Tax:	$0.00
Freight:	$0.00
Total:	$7391.16

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

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SOUTHERN PIPE & SUPPLY

Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		6081221-00
PO Date	**PO #**	**Page #**
11/23/21	8" Sewer	1

Bill To Starkville Utilities
PO BOX 927
Cust # Attn: Accounts Payable
6102490121 STARKVILLE, MS 39760

Correspondence To Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Ship To Starkville Utilities
PO BOX 927
Attn: Accounts Payable
STARKVILLE, MS 39760

Instructions

Currency

Ship Point	Via	Shipped	Terms
SOUTHERN PIPE - JACKSON W&S	Best Way		10Prox,Net30

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
	**********									
	MUST HAVE SIGNATURE ON PICK-TICKET IN ORDER FOR PAYMENT									
	**********									
1	PGSKSDR26V 8" PVC SDR26 GASKET PIPE HW14	00000	588		588	FT	12.81	FT	0.00	7532.28

1 *Lines Total* — *Qty Shipped Total* 588 — **Total** 7532.28
Invoice Total 7532.28

In stock, ready to ship

Order Acknowledgement - Quote Order

SEE TERMS AND CONDITIONS AT WWW.SOUTHERNPIPE.COM

AGENDA ITEM DEPT.: Utilities

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 12.07.2021**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of rejecting all bids for the Babylon Road Sewer project and authorization to re-advertise for bids with project modifications.

AMOUNT & SOURCE OF FUNDING

This project is being funded from CDBG Funds. Bids received December 1 were all above allowable costs.

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp

FOR MORE INFORMATION CONTACT: Phylis Benson, GTPDD or Terry Kemp

We are working on revising the construction plans to eliminate any possible items without sacrificing the intent of the project in order to get the project within budget.

It is proposed to re-advertise and reopen bids in early 2022.

SUGGESTED MOTION: Move for approval of rejecting all bids for the Babylon Road Sewer project and authorization to re-advertise for bids with project modifications.