

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
December 7, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on December 7, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Alderman Ben Carver appeared telephonically.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda. There being none, the Mayor then called for a motion to approve the agenda with consent items.

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

Alderman Beatty offered a motion, duly seconded by Alderman Brooks, to approve the December 7, 2021 Official Agenda. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion carried and then read the consented items.

**OFFICIAL AGENDA OF
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.

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.

Consent items 2 – 26:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 12, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the November 12, 2021 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the "consideration and approval of the Mississippi State/Local Government Opioid litigation settlement Memorandum of Understanding" is enumerated, this consent item is thereby approved.

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.

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:

D. Lynn Spruill

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.

4. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

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

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

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

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

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

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

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

“Board” means the Board of Supervisors of the County.

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

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

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

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

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

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

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

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

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

“Chancery Clerk” shall mean the Chancery Clerk of the County.

“City Clerk” shall mean the City Clerk of the Municipality.

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

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

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

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

“County” shall mean Oktibbeha County, Mississippi.

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

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

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

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

“DTC” shall mean The Depository Trust Company, New York, New York.

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

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

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

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

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

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

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

“Mayor” shall mean the Mayor of the Municipality.

“Municipality” shall mean the City of Starkville, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Purchaser” shall mean the purchaser of the Bonds.

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

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

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

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

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

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

“State” shall mean the State of Mississippi.

“Subsection 148(f)” shall mean Subsection 148(f) of the Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE I.
STATUTORY AUTHORITY; SALE AND AWARD OF BONDS**

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

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

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

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

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

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

ARTICLE II.

ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS

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

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

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

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

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

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

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

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

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

ARTICLE III. AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS

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

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

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

(d) Optional Redemption.

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

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

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

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

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

SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NO. R-_____ \$ _____

<u>Rate of Interest</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>[CUSIP]</u>
_____%	_____, 20__	_____, 20__	_____

Registered Owner:

Principal Amount: _____ DOLLARS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Municipality has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Clerk, under the impressed or facsimile seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of this day, 12-7, 2021.

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

Lesa Hardin
City Clerk

Certificate of Registration and Authentication

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

_____, _____, _____
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

Assignment

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

(Name and Address of Assignee)

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

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

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

(Authorized Signatory)

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

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

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

ARTICLE IV. SECURITY FOR THE BONDS

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

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

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

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

ARTICLE V.
TIF REVENUES AND APPLICATION THEREOF

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. IMPROVEMENT FUND

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

ARTICLE VII. COVENANTS OF THE MUNICIPALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII. DEFAULT

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

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

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

ARTICLE IX. ADDITIONAL BONDS; DEFEASANCE

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

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

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

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

(b) Such Additional Bonds:

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

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

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

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

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

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

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

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

ARTICLE X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI.

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

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

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

Following the reading of the foregoing resolution and discussion thereof, Alderman Hamp Beatty moved and Alderman Mike Brooks 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:	yea
Alderman Mike Brooks	voted:	yea
Alderman Ben Carver	voted:	yea
Alderman Roy A'. Perkins	voted:	absent
Alderman Jeffrey Rupp	voted:	yea
Alderman Sandra C. Sistrunk	voted:	yea
Alderman Henry N. Vaughn, Sr.	voted:	yea

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, December 7, 2021.

City of Starkville, Mississippi


Mayor D. Lynn Spruill

ATTEST:


City Clerk Lesa Hardin



Attachment A

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

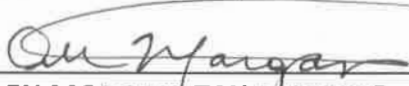
2) The Current Assessed Value of the MSU Portion of the TIF District as of November 1, 2021, is \$1,673,292 according to the most recently determined valuation, consisting of \$1,506,045 in real property and \$167,247 in personal property.

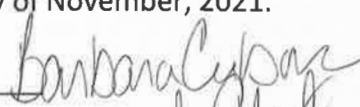
3) The Captured Assessed Value of the MSU Portion of the TIF District as of November 1, 2021, is \$1,673,292 according to the most recently determined valuation, consisting of \$1,506,045 in real property and \$167,247 in personal property.

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, TAX ASSESSOR
OKTIBBEHA COUNTY, MISSISSIPPI


Barbara Cypore
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

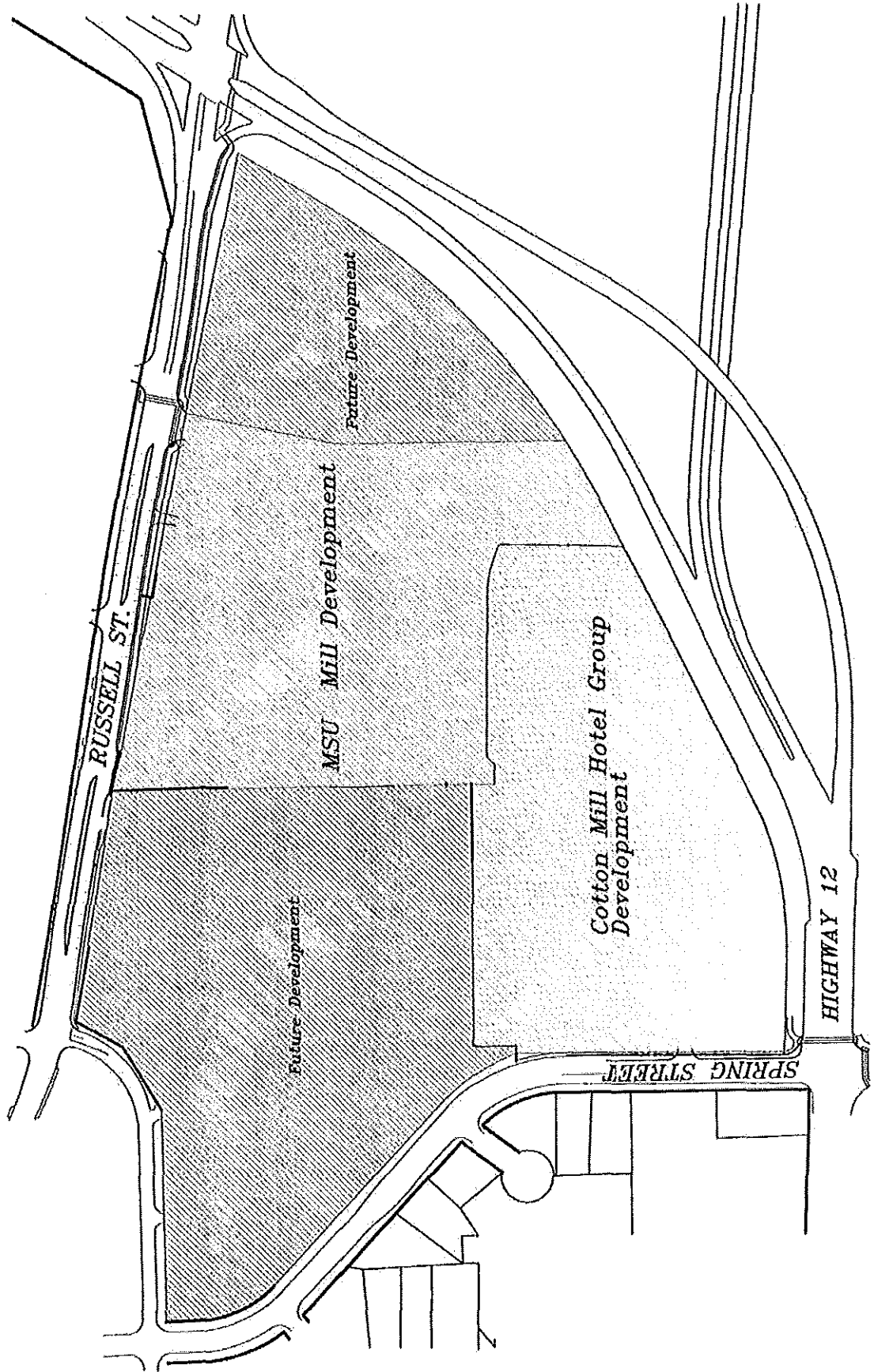
Original Assessed Value: as defined under Section 21-45-21(1) of the TIF Act and set forth below:

(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
Okfuskee County Tax Assessor

*Tax Increment Financing District
Cotton Mill Marketplace Project*



Attachment B

Bond Purchase Agreement

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

Date: _____, 20__

BOND PURCHASE AGREEMENT

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

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

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

1. BACKGROUND

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

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

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

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

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

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

2. REPRESENTATIONS OF THE MUNICIPALITY

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

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

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

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

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

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

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

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

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

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

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

3. COVENANTS OF THE MUNICIPALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20 *		

*Final Maturity

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

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

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

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

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

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

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

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

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

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

5. BOND DOCUMENTS

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

6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. TERMINATION

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

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

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

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

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

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

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

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

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

8. CONDITION OF THE MUNICIPALITY'S OBLIGATIONS

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

9. NOTICES

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

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

Purchaser: _____

Placement Agent: _____

10. SUCCESSORS

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

11. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

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

12. GOVERNING LAW

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

13. MISCELLANEOUS

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

14. COUNTERPARTS

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

Attachment C

Placement Agreement

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

Date: _____, 2021

PLACEMENT AGREEMENT

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

This Placement Agreement, dated _____, 2021 (the "Placement Agreement"), is by and between the City of Starkville, Mississippi (the "Municipality") and _____, _____, as Placement Agent (the "Placement Agent").

WITNESSETH:

WHEREAS, the Municipality has determined to issue and sell its \$ _____ Tax Increment Financing Revenue Bonds, Series 2021 (MSU Portion of the Cotton Mill Marketplace Project) (the "Bond"). The Bond is being issued to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements (as defined in the Bond Resolution, the TIF Plan, and the Development and Reimbursement Agreement, all as defined herein) to support the MSU Portion of the Cotton Mill Marketplace Project (the "Project"), as provided for in the resolution authorizing and directing the issuance of the Bond, adopted by the Mayor and Board of Aldermen (the "Governing Body") on _____, 2021 (the "Bond Resolution").

WHEREAS, the Municipality has requested that the Placement Agent act as its agent in connection with the placement of the Bond.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions.

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

Section 2. Appointment of Placement Agent.

Pursuant to the Bond Resolution and this Placement Agreement, the Municipality hereby appoints the Placement Agent as exclusive Placement Agent with respect to the Bond, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Background.

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

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

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

(d) The Bond will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in the bond purchase agreement between the Municipality and the Purchaser (as defined hereinafter) of the Bond for the sale and purchase of the Bond (the “Bond Purchase Agreement”).

Section 4. Placement of the Bond.

(a) The Placement Agent hereby agrees, as the agent of the Municipality, to use its reasonable best efforts to place the Bond with qualified institutional buyers or investors (the “Purchaser” or “Purchasers”) in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1).

(b) [A private placement memorandum (the “Private Placement Memorandum”) will be distributed in connection with the sale and issuance of the Bond.]

Section 5. Payment of the Purchase Price.

The Placement Agent agrees that it will on the Closing Date (the date of issuance and delivery of the Bond to the Purchaser, as further defined in the Bond Purchase Agreement) cause the Purchaser to transfer to the Municipality the purchase price of the Bond in immediately available funds.

Section 6. Limitation.

Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bond in the event any Purchaser fails to pay the purchase price of any Bond to be

purchased by the Purchaser or in the event the Placement Agent is unable to arrange for the purchase of any of the Bond.

Section 7. Fees and Expenses.

(a) Upon receipt of payment in full of the purchase price of the Bond as provided in Section 5, the Municipality agrees to pay the Placement Agent a fee for its services hereunder in the amount of \$_____.

(b) The Municipality shall also pay all other fees and expenses incurred in connection with the issuance and placement of the Bond and the preparation, execution, and delivery of this Placement Agreement, the Bond Purchase Agreement, the Bond, and any other document that may be delivered in connection herewith or therewith, including, but not limited to (i) the fees and expenses of, if applicable, Bond Counsel and Counsel to the Municipality, (ii) the fees and expenses of the Municipality and the Paying Agent (as defined in the Bond Purchase Agreement), (iii) the fees and expenses of the verification agent, if any, (iv) the fees and expenses of the Escrow Agent, if any, and (v) the cost of printing, photocopying, and delivering the Bond, and (vi) all Rating Agency fees, if any.

(c) All fees and expenses described in this Section shall be paid promptly upon receipt of statements therefor. The obligations of the Municipality under this Section shall survive the issuance and maturity of the Bond.

Section 8. Representations and Covenants of the Municipality.

The Municipality represents and warrants to, and agrees with, the Placement Agent that:

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

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

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

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

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

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

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

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

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

Section 9. Governing Law.

This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10. Representations and Covenants of the Placement Agent.

The Placement Agent represents and warrants to, and agrees with, the Municipality that:

(a) The Bond will be sold and purchased as set forth in Section 4 hereof through a private sale.

(b) The number of Purchasers computed in accordance with Securities and Exchange Commission Regulation 15c2-12(d)(1) will not exceed thirty-five (35).

(c) The Placement Agent will obtain from each Purchaser an executed Bond Purchase Agreement in the form set forth as **Attachment _____** to the Bond Resolution, representing and warranting to the Municipality as follows:

(i) the Purchaser is not purchasing for more than 1 account or with a view to distributing the Bond;

(ii) the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of purchasing the Bond, without reliance upon others;

(iii) the Purchaser has read and understands the Bond Resolution;

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

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

(d) The Municipality (as the client of _____, _____, _____) acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bond. It is understood that the obligations of the Placement Agent under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Municipality acknowledges and agrees that the Placement Agent is being retained to act solely as Placement Agent for the Bond, and not as an agent, advisor, or fiduciary to the Municipality, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder, or creditor of the Municipality, or any other person or entity, or to provide the Municipality or any other person with any assurances that the transaction will be consummated. The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Municipality acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the Municipality and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Municipality; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Municipality with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether _____, _____, _____, has provided other services or is currently providing other services to the Municipality on other matters); (iii) the only obligations the Placement Agent has to the Municipality with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Municipality has consulted its own legal, accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

Section 11. Counterparts.

This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 12. Binding Effect.

This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other parties.

Section 13. Miscellaneous.

(a) Nothing herein shall be construed to make any party hereto an employee of any other or to establish any fiduciary relationship among the Municipality and the Placement Agent except as expressly provided herein.

(b) This Placement Agreement may be amended from time to time only by an instrument in writing executed by all the parties hereto.

(c) The headings contained herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Placement Agreement.

(d) If any one or more of the covenants, provisions, or agreements contained in this Placement Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, provisions, and agreements shall in no way affect the validity or effectiveness of the remainder of this Placement Agreement, and this Placement Agreement shall continue in full force to the fullest extent permitted by law.

(e) All of the representations, warranties, and covenants made in this Placement Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto, or (ii) delivery of and any payment for any Bond hereunder.

(f) The Municipality should be aware that the Placement Agent or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bond. These relationships include, but may not be limited to, trading lines frequent purchases and sales of securities and other engagements through which the Placement Agent may have, among other things, an economic interest. In addition, the Municipality should be aware that the primary role of an underwriter is to purchase, or arrange for the placement of, securities in an arm's-length commercial transaction between the issuer and the Placement Agent and that the Placement Agent has financial and other interests that differ from those of the issuer. Notwithstanding the foregoing, the Placement Agent will not receive any compensation with respect to the Bond other than as disclosed above or otherwise disclosed to the Municipality. The Placement Agent is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within _____, _____, _____, but which none of the Placement Agent's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to the Municipality.

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

Very truly yours,

_____, _____, _____

By: _____

Name: _____

Title: _____

City of Starkville, Mississippi


Mayor D. Lynn Spruill


City Clerk Lesa Hardin



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: 12-07, 2021

Attachment E

Letters of Disclosure and Engagement

November 2, 2021

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

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

Dear Chris:

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

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

Scope of Engagement and Duties to Be Performed

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

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

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

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

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

- (a) certificates from the Municipality’s officials dealing with incumbency, financial condition, litigation, regulatory approval, due authorization, and various factual matters;
- (b) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

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

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

Compensation and Reimbursement

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

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

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

Documents and Files

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

Waiver of Conflicts

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

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

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

November 2, 2021

Page 4

Miscellaneous

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

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

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

Very truly yours,

Watkins & Eager PLLC

Brad C. Davis

Accepted and Agreed to this day, December 7, 2021.

City of Starkville, Mississippi

By: _____

Mayor D. Lynn Spruill

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

6. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “consideration 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” is enumerated, this consent item is thereby approved.

	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 Holiday	Thanksgiving Day	Thursday, November 24, 2022
Christmas Holiday	Christmas Day	Monday, Dec 26, 2022

7. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “appointment of George Hopper to the Starkville Landscape Advisory Board for a four-year term to begin on January 1, 2022 and expiring on December 31, 2025” is enumerated, this consent item is thereby approved.

8. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of 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” is enumerated, this consent item is thereby approved.

Quotes Received: Triad - \$19,988.00 and Nucor Skyline - \$21,190.40

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

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for construction bids for the Sportsplex drainage replacement project” is enumerated, this consent item is thereby approved.

10. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

11. CONSIDERATION 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase 4 wallbeds (murphy beds) for Fire Station 1 for the cost of \$28,872.00 from Wilding Wallbeds the best quote (based on quality of beds and warranty) instead of the lowest quote” is enumerated, this consent item is thereby approved.

Two quotes received: \$16,560.40 – Breda Beds and \$28,872.00 – Wilding Wallbeds.

12. CONSIDERATION 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

Two quotes received: \$34,790.00 - S & K Door and Specialty Co., Inc and \$43,832.61 – LDBDOORS LLC

13. CONSIDERATION TO ACCEPT THE LANDSCAPE ENHANCEMENT QUOTE FOR FIRE STATION 1 FROM THE LOWER QUOTE OF \$8,500.00 FROM FOUR SEASONS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval for landscape enhancement at Fire Station 1 for the amount of \$8,500.00 from Four Seasons, the lower of two quotes” is enumerated, this consent item is thereby approved.

Quotes Received: Four Seasons - \$8,500.00 and SGK Landscapes - \$13,867.63

14. CONSIDERATION TO HIRE TIMOTHY MAGAEE AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Timothy MaGae as an entry level Firefighter” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE JESI MARSH AND JEREMY WEAVER AS PART-TIME FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Jesi Marsh and Jeremy Weaver as part- time firefighters” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE CODY DEAN AS AN INVENTORY CONTROL TECH IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Cody Dean as an Inventory Control Tech in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE ELIOT MCGREW AS A PART-TIME RECEPTIONIST IN THE CITY CLERK’S OFFICE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Eliot McGrew as a part-time Receptionist in the City Clerk’s Office” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE STEPHEN CORBAN AS A FINANCE DIRECTOR IN THE FINANCE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to hire Stephen Corban as a Finance Director in the Finance Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO ADVERTISE FOR A GENERAL MANAGER (DEPARTMENT HEAD) IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a General Manager (Department Head) in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

20. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase Mower at a total cost of \$5,935.30 from lower quote, Oktibbeha County Co-op, for the Police Department Gun Range” is enumerated, this consent item is thereby approved.

Quotes Received: Oktibbeha County Co-op:- \$5,935.30 and Boyle - \$6,749.00

21. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby 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” is enumerated, this consent item is thereby approved. The Grant Agreement follows this page.

22. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “acceptance of the FY20 Mississippi Department of Homeland Security Grant – Reallocation Funds in the amount of \$38,615.50 to be used for police equipment” is enumerated, this consent item is thereby approved. The Award Agreement follows the COPS Grant.

23. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

24. CONSIDERATION 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to accept the lowest 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” is enumerated, this consent item is thereby approved.

3 Quotes Received: Southern Pipe - \$7,847.40, G&C Supply Co. - \$8,540.40 and Ferguson - \$9,075.00

25. CONSIDERATION 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “authorization to accept the lowest quote from Ferguson for 588ft of 8” SDR26 sewer pipe (material only) for the Sycamore St and Edgewood Drive sewer relay projects in the amount of \$7,391.16” is enumerated, this consent item is thereby approved.

2 Quotes Received: Ferguson - \$7,391.16 and Southern Pipe - \$7,535.28

- 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)
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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 (EEOs), and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO 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
Sworn Officer

Position Description

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

☐ 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.



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.



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.



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.



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.



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.



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.



Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.



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).



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.fslrs.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.fslrs.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/excomp.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/excomp.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 (EEO): 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



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

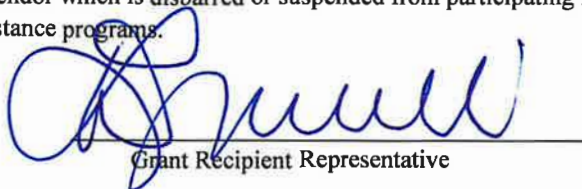

Signature of Official Authorized to Sign

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

12-7-2021
Date

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

12.7.2021
Date

26. CONSIDERATION TO REJECT ALL BIDS FOR THE BABYLON ROAD SEWER PROJECT AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS WITH PROJECT MODIFICATIONS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Brooks, and adopted by the Board to approve the December 7, 2021 Official Agenda, and to accept items for consent, whereby the “approval to reject all bids received for the Babylon Road Sewer project and authorization to re-advertise for bids with project modifications” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill shared a video of the Clydesdale’s recent Christmas visit to Starkville.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked Terry Kemp for his years of service to the City of Starkville.

Alderman Beatty noted he looked forward to working with Terry Kemp the next few months as he had in the past and that he will be difficult to replace.

Alderman Perkins noted that while he would like to see Terry Kemp stay on, he understood his desire to retire. He thanked him for his contribution to the City and willingness to always work with the Board and citizens.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the City look at Womack Street to see if more lighting can be added. He asked also that ADA safety be considered in any redesign of Main Street.

Luke Richards, an MSU Senior with the Montgomery Leadership Program, asked for assistance with locating a public space that could be renovated for his Capstone Project.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

FIRST PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

Daniel Havelin, City Planner, presented the following proposed amendments to the UDC:

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

The Unified Development Code was adopted in December of 2019 and last amended on April 20, 2021.

Mayor Spruill opened the Public Hearing.

Dave Hood, Dave's Dark Horse Tavern, expressed his concerns regarding the newly proposed changes to the sign Ordinance.

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

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

Odie Avery, Assistant City Planner, presented the following summary of the proposed amendments to Chapter 30 of the Code of Ordinances:

“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.

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

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

Alderman Perkins, duly seconded by Alderman Vaughn, offered a motion approving the 2022-2025 Capital Improvement Plan as presented. The Board voted as follows:

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

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

The plan appears on the following page.

2022-2025 Capital Improvement Plan

Roadway Overlays, Drainage Improvements, Traffic Signal Upgrades,
Sidewalks and Trails, Grant Match



Prepared by:

City of Starkville
Engineering Department

Date: December 2021



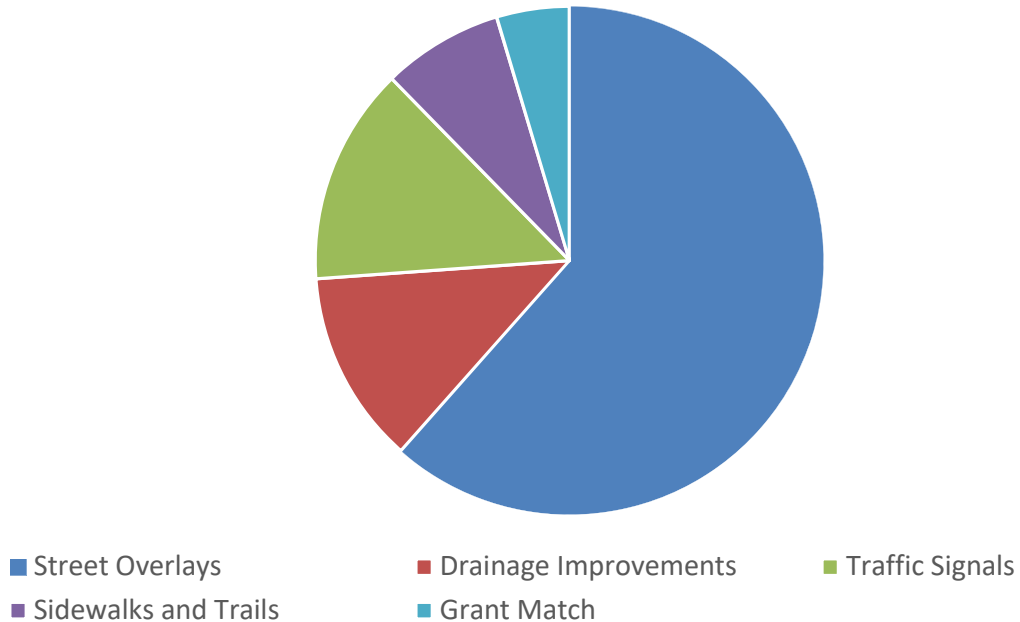
CITY OF STARKVILLE
 ENGINEERING DEPARTMENT
 CITY HALL, 110 W. MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

4 YEAR PROJECT LIST ALLOCATION AND OVERALL BUDGET

12/3/2021

PROJECT CATEGORY	ALLOCATION	
Street Overlay Projects- \$1 Million per year for 4 years	\$4,000,000.00	62%
Drainage Improvement Projects- \$200,000 per year for 4 years	\$800,000.00	12%
Traffic Signal and Detection Upgrades- \$225,000 per year for 4 years	\$900,000.00	14%
Sidewalk and Trail Projects- \$125,000 per year for 4 years	\$500,000.00	8%
Local Match for Grant funded projects- \$75,000 per year for 4 years	\$300,000.00	5%
	\$6,500,000.00	100%

4 Year Project List Allocation



HISTORIC

STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE 2022 - 2025 STREET IMPROVEMENT PROGRAM

12/3/2021												
Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 1												
Garrard	Babylon - Hwy 25 Multiple Base Failures		-	-	Leveling & Patching only	150	0	\$38,939	\$0	-	\$38,939	
Garrard	Reed	Jackson	5264	25	Patching, Overlay, Striping	121	1206	\$21,252	\$126,665	\$25,000	\$172,917	
Hollywood	Stark	Cul-de-sac	487	45	Patching, Overlay, Striping	20	201	\$5,206	\$21,093	\$4,870	\$31,169	
Jackson	Main	Hwy 12	3350	44	Patching, Overlay, Striping	135	1351	\$23,563	\$141,873	\$50,250	\$215,686	
Mangrove Palm	Plum	Dogwood	1246	28	Patching, Overlay	32	320	\$7,104	\$33,580	-	\$40,684	
Oak Ridge	Shadowood	Dead End	962	33	Patching, Overlay	29	291	\$6,644	\$30,556	-	\$37,200	
Spruce	Plum	Douglas McArthur	1180	28	Patching, Overlay	30	303	\$6,833	\$31,801	-	\$38,634	
University	OWP Bridge	Hwy 12 Bridge	3498	40	Patching, Milling, Overlay, Striping	128	1283	\$22,469	\$134,673	\$50,000	\$293,688	
Wedgewood	Montgomery	Dead End	680	24	Patching, Overlay	15	150	\$21,500	\$15,708	-	\$37,208	
Milling Existing roadways (approx. 40%)			13630	Sq. Yd.	-	-	-	-	-	-	\$88,597	
			Total	3.16	miles						\$9,947	
											\$39,789	
											Subtotal Priority 1	\$1,044,458

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost
	(from)	(to)									
ROADWAY MAINTENANCE PROJECTS-PRIORITY 2											
Academy	Montgomery	Louisville	3356	31	Patching, Overlay, Striping	95	954	\$17,220	\$100,135	\$25,000	\$142,354
Cedar Lane	Prev. overlay	Hillside	1385	18	Patching, Overlay	23	229	\$5,647	\$23,995	-	\$29,642
Francis	Canna	Dead End	480	28	Patching, Overlay	12	123	\$3,966	\$12,936	-	\$16,902
Gillespie	Russell	Montgomery	1508	28	Patching, Overlay, Striping	39	387	\$8,177	\$40,641	\$15,080	\$63,898
Goldfinch	Sandpiper	Meadowlark	1119	24	Patching, Overlay	25	246	\$5,929	\$25,849	-	\$31,778
Industrial Park	Lynn Lane	RR Tracks	2200	38	Patching, Overlay, Striping	77	766	\$14,230	\$80,465	\$25,000	\$119,695
Lampkin	Fellowship	Washington	2853	50	Patching, Overlay, Striping	131	1308	\$22,869	\$137,301	\$28,530	\$188,699
Montgomery	Laurel Hill	Shadowood	2328	24	Patching, Overlay, Striping	51	512	\$10,174	\$53,777	\$23,280	\$87,230
Montgomery	Locksley	Yellowjacket	1312	41	Patching, Overlay, Striping	49	493	\$9,869	\$51,775	\$13,120	\$74,764
Shadowood	Pine Ridge	Bellwood + cul-de-sac	2000	28	Patching, Overlay	51	513	\$10,192	\$53,900	-	\$64,092
Tuxford	Maid Marian	Canterbury	1510	28	Patching, Overlay	39	388	\$8,185	\$40,695	-	\$48,880
Milling Existing roadways (approx. 40%)			15268	Sq. Yd.	-	-	-	-	-	-	\$99,243
		Total	3.80	miles	Testing 1.0%						\$9,672
					Contingency 4%						\$38,687
										Subtotal Priority 2	\$1,015,537

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost
	(from)	(to)									
ROADWAY MAINTENANCE PROJECTS-PRIORITY 3											
Abernathy	Hwy 25	Stark	2394	39	Patching, Overlay, Striping	86	856	\$15,659	\$89,865	\$23,940	\$129,463
Alfred Perkins	Long	Dead End	1130	28	Patching, Overlay	29	290	\$6,629	\$30,454	-	\$37,082
Chelsea	Huntington	Dead End	958	28	Patching, Overlay	25	246	\$5,924	\$25,818	-	\$31,742
Crossgate	Hwy 12	Prev. Overlay (Boulevard)	1022	28	Patching, Overlay	26	262	\$6,186	\$27,543	-	\$33,729
Helen	Lynn	Lynn	1300	28	Patching, Overlay	33	334	\$7,325	\$35,035	-	\$42,360
Hospital	Hiwassee	Jackson	2816	36	Patching, Overlay, Striping	93	929	\$16,831	\$97,574	\$28,160	\$142,565
Louisville	Lynn	Prev. overlay	7624	27	Patching, Overlay, Striping	189	1887	\$32,114	\$198,129	\$76,240	\$306,483
Magnolia/ Honeysuckle	Linden	Dead End	495	28	Patching, Overlay	13	127	\$4,028	\$13,340	-	\$17,368
Mimosa	Banyan	Cul-de-sac	450	28	Patching, Overlay	12	116	\$3,843	\$12,128	-	\$15,971
Montgomery	Hwy 182	Critz	1892	28	Patching, Overlay, Striping	49	486	\$9,750	\$50,989	\$25,000	\$91,626
Tomlinson	Prev. overlay	Clements	943	28	Patching, Overlay	24	242	\$5,863	\$25,414	-	\$31,277
Milling Existing roadways (approx. 40%)			12702	Sq. Yd.	-	-	-	-	-	-	\$82,561
		Total	3.98	miles	Testing 1.0%						\$9,622
					Contingency 4%						\$38,489
										Subtotal Priority 3	\$1,010,337

HISTORIC

STARKVILLE

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THE CITY OF STARKVILLE

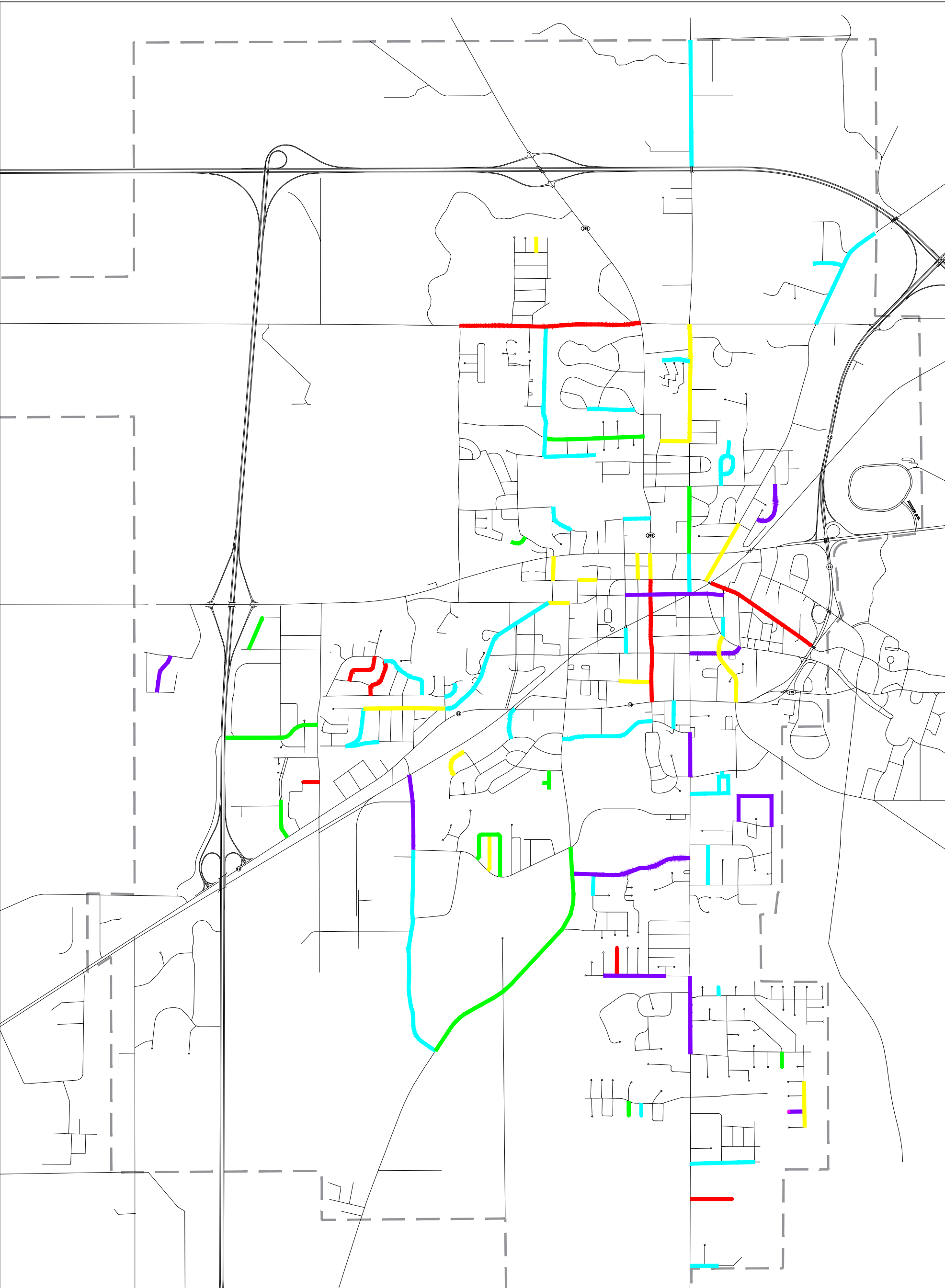
ENGINEERING DEPARTMENT

CITY HALL, 110 W. MAIN STREET

STARKVILLE, MISSISSIPPI 39759

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 4												
Banyan	Multiple Base Failures		-	-	Leveling & Patching only	150	0	\$23,939	\$0	-	\$23,939	
Canna	Claudia	Dead End	1516	28	Patching, Overlay	39	389	\$8,210	\$40,856	-	\$49,066	
Greenfield	Montgomery	Evergreen	832	45	Patching, Overlay	34	343	\$7,477	\$36,036	-	\$43,513	
Greensboro	Whitfield	Louisville	720	30	Patching, Overlay, Striping	20	198	\$5,160	\$20,790	\$7,200	\$33,150	
Greta Lane	Multiple Base Failures		-	-	Leveling & Patching only	120	0	\$19,151	\$0	-	\$19,151	
Inca	Mohawk	Dead End	530	25	Patching, Overlay	12	121	\$3,938	\$12,753	-	\$16,691	
Jackson	Main	Hwy 182	740	46	Patching, Overlay, Striping	31	312	\$6,980	\$32,764	\$7,400	\$47,143	
E. Jones Jr.	Hwy 182	West Main	646	26	Patching, Overlay, Striping	15	154	\$4,457	\$16,166	\$6,460	\$27,083	
Lafayette	Main	Hwy 182	740	40	Patching, Overlay, Striping	27	271	\$6,330	\$28,490	\$7,400	\$42,220	
Lake Pointe	Multiple Base Failures		-	-	Leveling & Patching only	120	0	\$19,151	\$0	-	\$19,151	
Logan	Lynn	Helen	1091	28	Patching, Overlay	28	280	\$6,469	\$29,402	-	\$35,871	
Montgomery	Greenfield	Garrard	3328	36	Patching, Overlay, Striping	110	1098	\$19,527	\$115,315	\$25,000	\$159,842	
Old West Point	Hwy 182	Broad	870	30	Patching, Overlay, Striping	24	239	\$5,818	\$25,121	\$8,700	\$39,639	
Pin Oak	Ave of Patriots	Ponderosa	2325	26	Patching, Overlay	55	554	\$10,843	\$58,183	-	\$69,026	
Spring	Russell	Hwy 12	2020	44	Patching, Overlay, Striping	81	815	\$15,002	\$85,547	\$20,200	\$120,749	
Stowood	Multiple Base Failures		-	-	Leveling & Patching only	130	0	\$20,747	-	-	\$20,747	
Walnut	Chestnut	Peach	1014	26	Patching, Overlay	24	242	\$5,857	\$25,375	-	\$31,232	
West Main	Cushman	Raymond	564	26	Patching, Overlay	13	134	\$4,145	\$14,114	-	\$18,259	
Wood	Jackson	Washington	905	19	Patching, Overlay, Striping	16	158	\$4,515	\$16,550	\$9,050	\$30,116	
Milling Existing roadways (approx. 40%)			18299	Sq. Yd.	-	-	-	-	-	-	\$118,941	
			Total	3.38	miles						\$9,655	
											\$38,621	
											Subtotal Priority 4	\$1,013,808

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost
	(from)	(to)									
ROADWAY MAINTENANCE PROJECTS-PRIORITY 5											
Carver	Hiwassee	Dead End (east)	1408	28	Patching, Overlay	36	361	\$7,767	\$37,946	-	\$45,713
Curry	Jackson	D.L. Connor	800	21	Patching, Overlay	15	154	\$4,458	\$16,170	-	\$20,628
Fairway	Montgomery	Bridge	700	25	Patching, Overlay	16	160	\$4,560	\$16,844	-	\$21,404
Fellowship	University	Russell	1362	22	Patching, Overlay, Striping	27	275	\$6,383	\$28,840	\$13,620	\$48,844
Green Hill	Montgomery	Dead End	910	28	Patching, Overlay	23	234	\$5,728	\$24,525	-	\$30,252
Hiwassee	Carver	Garrard	3705	38	Patching, Overlay, Striping	129	1291	\$22,596	\$135,510	\$37,050	\$195,157
Industrial Park	Lynn Lane	Louisville	5764	24	Patching, Overlay, Striping	127	1268	\$22,237	\$133,148	\$25,000	\$180,386
Kenswick Ct	Huntington Dr.	Cul-de-sac	345	28	Patching, Overlay	9	89	\$3,413	\$9,298		\$12,711
King Richard	Locksley	Montgomery	1750	28	Patching, Overlay	45	449	\$9,168	\$47,163	-	\$56,331
Lakeview	Overstreet	Dead End	735	28	Patching, Overlay	19	189	\$5,011	\$19,808	-	\$24,819
Lionheart	King Edward	King Edward	534	28	Patching, Overlay	14	137	\$4,187	\$14,391	-	\$18,579
Maple	Ponderosa	Aspen	1681	28	Patching, Overlay	43	431	\$8,886	\$45,303	-	\$54,189
Montgomery	Hwy 182	Lampkin	717	35	Patching, Overlay, Striping	23	230	\$5,671	\$24,154	\$25,000	\$54,825
Oak Apple St.	Greenbriar	Cul-de-sac	219	28	Patching, Overlay	6	56	\$2,897	\$5,902	-	\$8,799
Old West Point	Garrard	City Limits	2976	25	Patching, Overlay, Striping	68	682	\$12,884	\$71,610	\$29,760	\$114,254
Overstreet	Critz	Overstreet	1812	28	Patching, Overlay	47	465	\$9,422	\$48,833	-	\$58,256
Patton	Avenue of Patriots	Henry	593	28	Patching, Overlay	15	152	\$4,429	\$15,981	-	\$20,410
Pilcher	Henderson	Prev overlay (Mosley)	1287	28	Patching, Overlay	33	330	\$7,272	\$34,685	-	\$41,956
Plum	McArthur	Spruce	2315	28	Patching, Overlay	59	594	\$11,483	\$62,389	-	\$73,872
Ponderosa	Pin Oak	Maple	1075	28	Patching, Overlay	28	276	\$6,403	\$28,971	-	\$35,375
Robinhood	Nottingham	Sherwood	1125	28	Patching, Overlay	29	289	\$6,608	\$30,319	-	\$36,927
Rockhill	Hwy 25 bridge	City Limits	3548	24	Patching, Overlay, Striping	78	781	\$14,457	\$81,959	\$35,480	\$131,896
S. Washington	RR Bridge	Gillespie	752	28	Patching, Overlay	19	193	\$5,080	\$20,266	-	\$25,347
Starr	Academy	Carpenter Place	620	28	Patching, Overlay, Striping	16	159	\$4,540	\$16,709	\$6,200	\$27,449
Turnberry	Montgomery	Royal Troon	1800	28	Patching, Overlay	46	462	\$9,373	\$48,510	-	\$57,883
Vine	Hwy 12	Yellowjacket	813	26	Patching, Overlay	19	194	\$5,092	\$20,345	-	\$25,438
Walden Way	Old West Point	Dead End	900	28	Patching, Overlay	23	231	\$5,687	\$24,255	-	\$29,942
Whitfield	Greensboro	Ave of Patriots	4373	30	Patching, Overlay, Striping	120	1203	\$21,192	\$126,270	\$43,730	\$191,192
Willow	Hwy 12	Sycamore	805	28	Patching, Overlay, Striping	21	207	\$5,297	\$21,695	\$8,050	\$35,042
Windsor	Seville	Arrow	1340	20	Patching, Overlay	25	246	\$5,921	\$25,795	-	\$31,716
Yellowjacket	Louisville	Jackson	2712	30	Patching, Overlay, Striping	75	746	\$13,902	\$78,309	\$27,120	\$119,331
Milling Existing roadways (approx. 40%)			29200	Sq. Yd.	-	-	-	-	-	-	\$189,799
		Total	9.37	miles	Testing 1.0%						\$20,187
					Contingency 4%						\$80,749
										Subtotal Priority 5	\$2,119,656



LEGEND

- - PRIORITY 1
- - PRIORITY 2
- - PRIORITY 3
- - PRIORITY 4
- - PRIORITY 5

DATE: DECEMBER 2021
DESIGNED BY: ECK
DRAWN BY: WBS
CHECKED BY: CAB
Q.C. BY: ECK
SCALE: NTS
PROJECT #:

REVISIONS:

SHEET NUMBER#:
CI.0

21042

**2022 - 2025 STREET IMPROVEMENT PROGRAM
STARKVILLE, MS**

PROPOSED PRIORITIZED IMPROVEMENTS



**HISTORIC
STARKVILLE**
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE ENGINEERING DEPT.
110 W. MAIN STREET, STARKVILLE, MS 39759
P: 662-323-2525 F: 662-323-4143



DATE: JUNE 2021
 DESIGNED BY: CAB
 DRAWN BY: CAB
 CHECKED BY: ECK
 Q.C. BY: WBS
 SCALE: 1" = 200'
 PROJECT #: 19043

REVISIONS:

NORTHSIDE DRIVE DRAINAGE IMPROVEMENTS STARKVILLE, MS **CONCEPTUAL IMPROVEMENTS**

SHEET NUMBER#:
C1.0



**HISTORIC
 STARKVILLE**
 MISSISSIPPI'S COLLEGE TOWN
 THE CITY OF STARKVILLE, ENGINEERING DEPT.
 110 W. MAIN STREET, STARKVILLE, MS 39759
 P: 662-323-2525 F: 662-323-1143



CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

18043- NORTHSIDE DRIVE RIPRAP LINED CHANNEL

Cost Estimate for Proposed Improvements

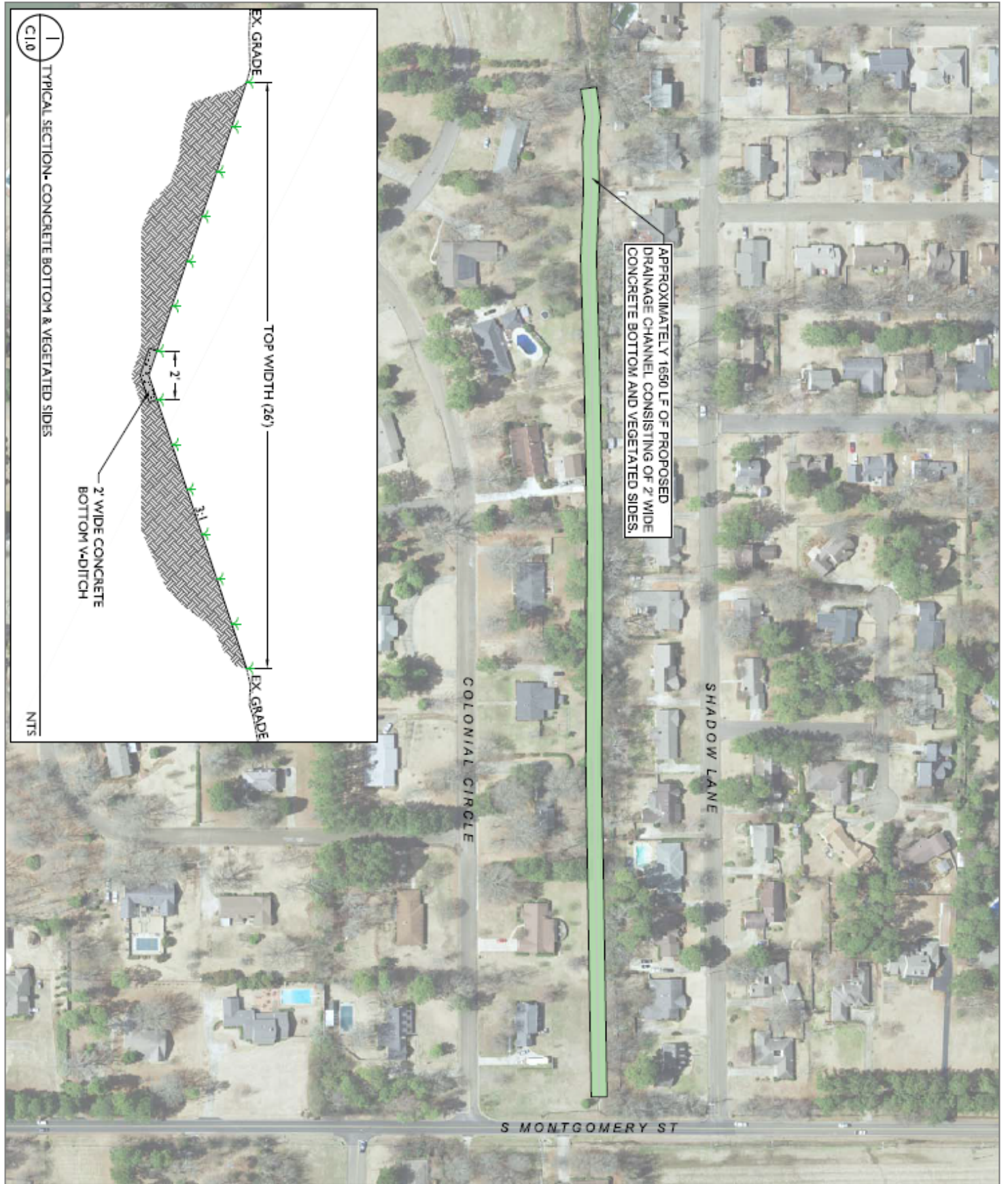
June 2021

Description	Quantity	Unit	Unit Price	Extension
Mobilization (~8%)	1.0	LS	\$ 14,500.00	\$ 14,500.00
Erosion Control	1.0	LS	\$ 3,000.00	\$ 3,000.00
Channel Shaping & Grading	4680.2	SY	\$ 6.00	\$ 28,100.00
Geotextile Fabric	4680.2	SY	\$ 2.50	\$ 11,700.00
200# Riprap	2527.3	TON	\$ 50.00	\$ 126,400.00

Subtotal = \$ 183,700.00

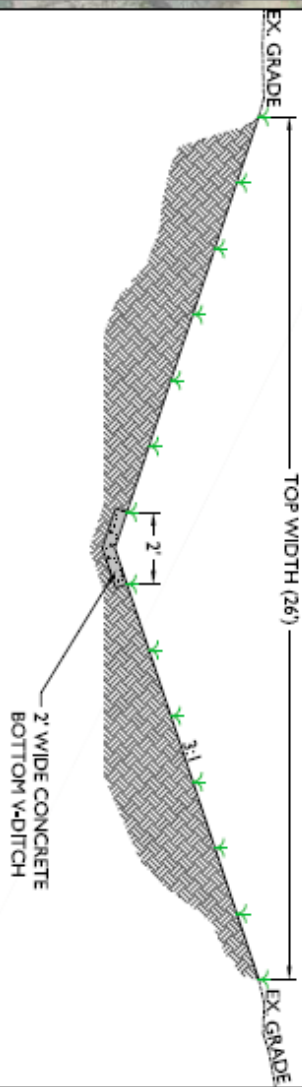
Contingency (15%) = \$ 27,555.00

Projected Total = \$ 211,255.00



C1.0

TYPICAL SECTION - CONCRETE BOTTOM & VEGETATED SIDES



NTS

DATE: DECEMBER 2021
 DESIGNED BY: CAB
 DRAWN BY: CAB
 CHECKED BY: ECK
 Q.C. BY: WBS
 SCALE: 1" = 20'
 PROJECT #: 18028

REVISIONS:

COLONIAL CIRCLE
DRAINAGE IMPROVEMENTS
 STARKVILLE, MS
CONCEPTUAL IMPROVEMENTS



HISTORIC STARKVILLE
 MISSISSIPPI'S COLLEGE TOWN
 THE CITY OF STARKVILLE ENGINEERING DEPT.
 180 W. MAIN STREET, STARKVILLE, MS 39759
 P: 662-323-2525 F: 662-323-4843

SHEET NUMBER:
C1.0



CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

COST ESTIMATE

18028- Colonial Hills Drainage Improvements

September 2021

Pay Item	Quantity	Unit	Unit Price	Extension
Mobilization (~8%)	1.0	LS	\$16,000.00	\$16,000.00
Lawn Irrigation Repair	1.0	LS	\$10,000.00	\$10,000.00
Clearing, Grubbing, & Tree Removal	1.0	LS	\$5,000.00	\$5,000.00
Removal & Disposal of Ex. 36" Pipes	3,280.0	LF	\$6.00	\$19,680.00
Excess Excavation (LVM)	3,305.6	CY	\$15.00	\$49,584.20
Shaping & Grading	4,974.3	SY	\$6.00	\$29,846.06
Soil Stabilization Matting	4,609.9	SY	\$4.00	\$18,439.59
Establishment of Permanent Vegetation via Hydroseed	0.95	AC	\$2,500.00	\$2,381.15
Concrete Channel Bottom	3,280.0	SF	\$15.00	\$49,200.00
Bedding Material for Concrete Channel Bottom	40.5	CY	\$30.00	\$1,214.81
Erosion Control	1.0	LS	\$5,000.00	\$5,000.00

Subtotal =	\$207,000
Engineering Design (2%)=	\$4,140
Contingency (10%) =	\$20,700
Estimated Total =	\$232,000

AG Job No.: 902E3001Date: August 9, 2021Job: Traffic Signal Renovations and ReplacementsLocation: Starkville, Mississippi

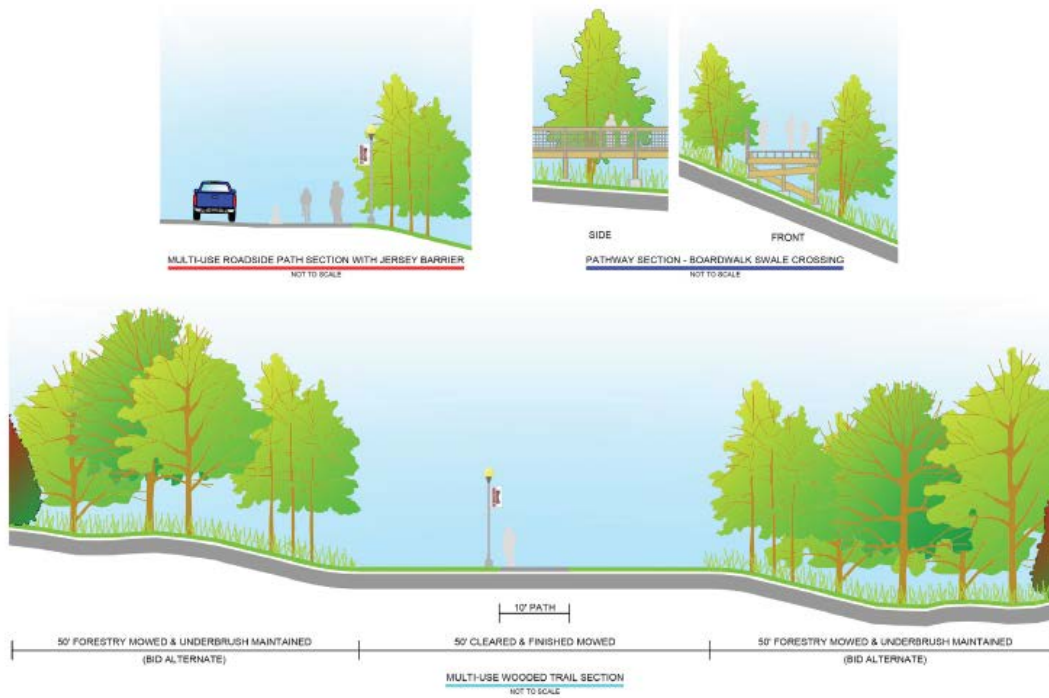
Detailed Estimate of Probable Cost - Summary of Traffic Signal Projects

Signal #	Main Street & Side Street	Priority	Work Required	Cost
1	Louisville & Academy	1	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
5	Louisville & Lynn	2	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$250,000.00
48	Louisville & Yellow Jacket	3	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
29	University & Montgomery	4	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
32	Main & Washington	5	Replace Controller & add Radar Detection - No Advance Detection	\$50,000.00
31	Main & Lafayette	6	Replace Controller & add Radar Detection - No Advance Detection	\$50,000.00
30	Main & Jackson	7	Replace Controller & add Radar Detection - No Advance Detection	\$50,000.00
4	Montgomery & Lynn	8	Replace with new Mast Arms & add Radar Detection	\$200,000.00
27C	Lampkin & Jackson	9	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
27A	Lampkin & Washington	10	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
38	Hwy 182 & Jackson	11	Add Radar Detection - No Advance Detection	\$40,000.00
39	Hwy 182 & Montgomery	12	Add Radar Detection - No Advance Detection	\$40,000.00
40	Hwy 182 & Old West Point	13	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
37	Hwy 182 & Washington	14	Add Radar Detection - No Advance Detection	\$40,000.00
35	Hwy 182 & Long	15	Add Radar Detection - No Advance Detection	\$40,000.00
42	Hwy 182 & Mississippi Boulevard	16	Add Radar Detection - With Advance Detection	\$70,000.00
41	Hwy 182 & Hwy 12 Off Ramp	17	Add Radar Detection - With Advance Detection	\$70,000.00
36	Hwy 182 & School	18	Add Radar Detection - No Advance Detection	\$40,000.00
8	Locksley & Blackjack	19	Add Radar Detection - With Advance Detection	\$70,000.00
47	Russell & Lampkin	20	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00
22	Spring & Gillespie	21	Replace with new Mast Arms, Replace Controller & add Radar Detection	\$200,000.00

Project Completed in Main Street Project
Project Completed in Hwy 182 BUILD Project



Proposed College View Connector Plan



Proposed CollegeView Connector Sections

Budget and Schedule:

Budget

Construction			Total
Earthwork		\$	166,650.00
Roadside		\$	28,000.00
Incidentals		\$	729,100.00
Other (Staking, Traffic, Mobilization)		\$	157,037.50
Construction Total		\$	1,080,787.50
Other			
Professional Fees	8%	\$	86,463.00
Construction Engineering & Inspection	15%	\$	162,118.13
Testing	5%	\$	54,039.38
Contingency	5%	\$	54,039.38
Other Total		\$	356,659.88
TOTAL ESTIMATED COST		\$	1,437,447.38
Federal Share	80%	\$	1,149,957.90
Local Share	20%	\$	287,489.48

Schedule

Mississippi Department of Transportation (MDOT) Award Announcement	1-Jan-21
Professional Selection	1-Feb-21
Plans, Specifications, and Estimate to MDOT	1-Dec-21
MDOT Advertisement Approval	31-Jan-22
Advertisement, Bidding, and Contracting	1-Feb-22
Contractor Notice to Proceed	1-May-22
Constuction Completion	31-Oct-22
Project Closeout	31-Dec-22

Spring Street Connector Project

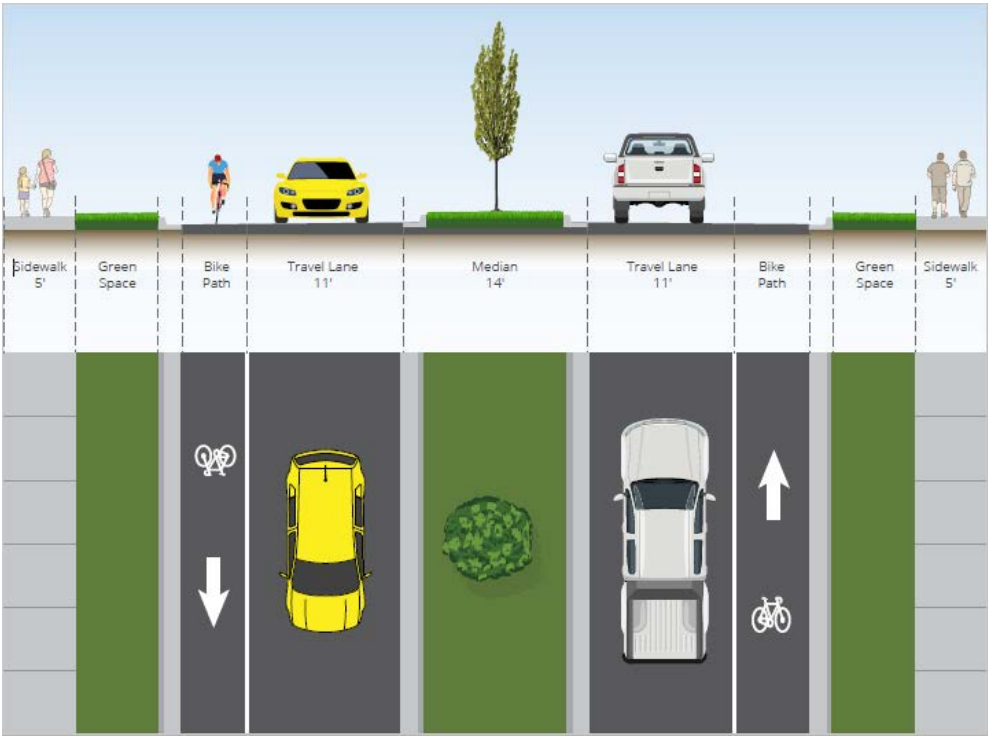


Cost Estimate

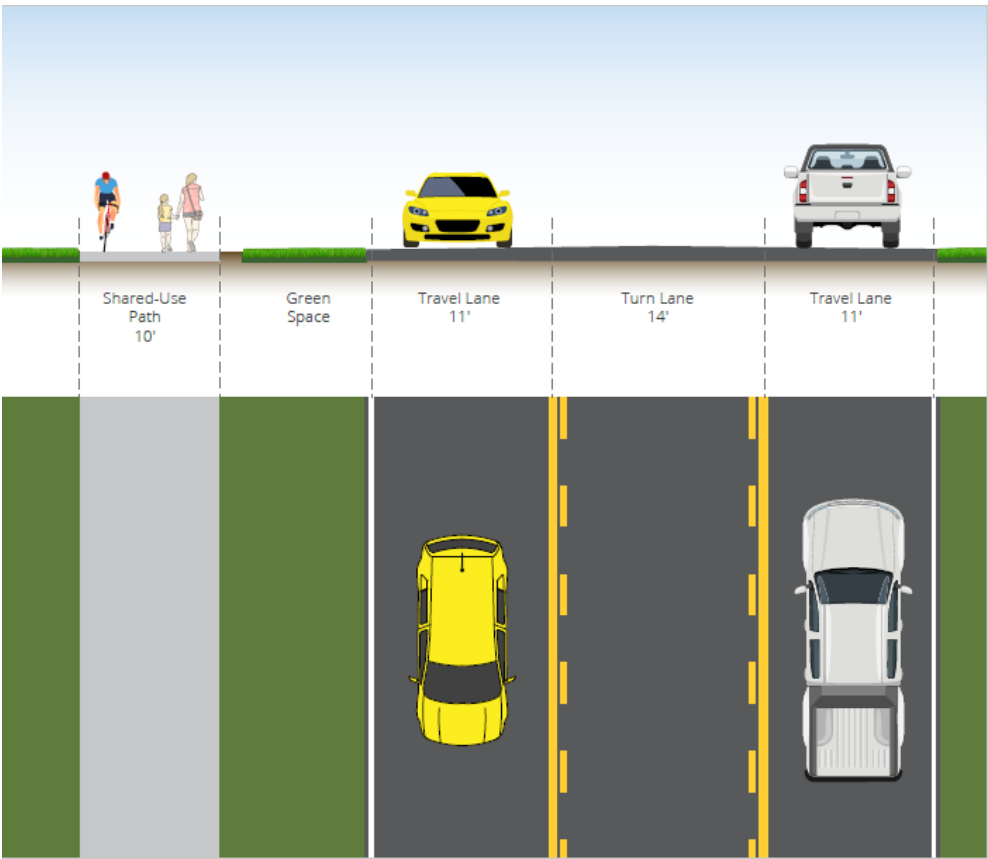
Project Location and Description	Total Project	Design (12%)	Construction	Construction Engineering (10%)	Testing (5%)	Contingency (10%)
Spring Street Bid (north of Highway 12)	\$2,537,152.31	\$239,730.93	\$1,816,143.38	\$199,775.77	\$99,887.89	\$181,614.34
Spring Street Bid (south of Highway 12)	\$422,727.73	\$39,942.78	\$302,596.80	\$33,285.65	\$16,642.82	\$30,259.68
Total for All Bids	\$2,959,880.04	\$279,673.70	\$2,118,740.18	\$233,061.42	\$116,530.71	\$211,874.02

Federal Share (80%)	\$2,367,904.03
Local Share (20%)	\$591,976.01

Spring Street Connector Project- north of Highway 12



Spring Street Connector Project- south of Highway 12



STARKVILLE STREET MAINTENANCE PROGRAM POLICY

The Mayor and the Board of Aldermen believe that the city has an obligation to its residents and visitors to provide the safest and most enjoyable experience possible when engaging in business or leisure or travel within our city limits.

The most visible statement of the overall pride in a city comes from its visual impact based on cleanliness and landscaping and quality of the streets. The adoption of this street maintenance policy will in conjunction with the approval of the Complete Streets policy (2017) and the Unified Development Code (2020) and a regional master transportation plan (2021) complete a comprehensive methodology for the future of the street development and maintenance in the City of Starkville.

It is the intent of this policy to provide both an aspirational and achievable goal for maintaining streets through sound fiscal planning and strategic criteria. The specific, timely and financial treatment of street infrastructure has not been subject to a policy directive from the elected body until now.

The Board of Aldermen recognizes that those streets that are most impactful within the city limits are the ones that are most frequently traveled and that are representative of our community by their location and placement of entrances to nodes of business and entertainment. To that end it is the goal of this policy to emphasize that significance and to provide for the overlay and treatment of all roads based on a number of factors outlined in the following narrative and charts.

Overview

The City of Starkville has a comprehensive roadway network of more than 175 miles of streets. The Engineering and Street Department is responsible for the planning, programming and execution of the City's street maintenance program. This entails maintaining all public roadways within the City's jurisdiction limits but does not include private streets, private alleys, state routes maintained by MDOT or roads maintained by Oktibbeha County and Mississippi State University.

The Street Maintenance Program provides the City with an effective strategy to protect the public investment on all public streets and thoroughfares. This program consists of minor reconstruction, resurfacing, overlaying, and other preventative measures of public streets to preserve and extend the life of the pavement. These maintenance measures prevent the City from paying higher costs for more extensive street repairs in the future and helps to extend the life expectancy of the pavement.

This policy will provide guidance for future infrastructure investment prioritization and strategies.

Policy and Program Goals

The City of Starkville's pavement maintenance program and policy goals are to:

- Maintain the road system to provide a safe and functional condition.
- Perform preventative maintenance to streets to delay the need for more costly surface treatments.
- Perform asphalt overlays to rehabilitate streets and extend street service life.
- Implement a long range maintenance strategy that can be consistently funded
- Prioritize roadways based on use, functionality and impact to the community

- Support a program that includes overlay of entire streets rather than partial street overlays whenever possible and when not fiscally possible by identifiable segments leaving the least negative visual impact from partial or segmented overlay projects

Thoroughfare Map and Classification

The City of Starkville will adopt and periodically update the Thoroughfare map which will classify roadways into different categories based on roadway type, use, traffic volumes and vehicle use types. The classification of roadways and their corresponding definitions are:

Principal Arterials. These roadways serve major activity centers, are the highest traffic volume corridors (with the exception of Interstates), have the longest trip demands, carry a high proportion of total urban travel on a minimum amount of mileage and interconnect and provide continuity for major rural corridors to accommodate trips entering and leaving urban areas and movements through urban areas. Examples of this type of roadway are Highway 12 and Highway 25.

Minor Arterials. Minor Arterials provide service for trips of moderate length at a somewhat lower level of travel mobility, distribute traffic to smaller geographic areas, provide more land access than Principal Arterials without penetrating identifiable neighborhoods and offer connectivity to the higher Arterial system. Examples of this type of roadway are Stark Road, South Montgomery Street, and Garrard Road.

Collector Streets. These facilities provide both land service and traffic movement functions. Collectors serve as intermediate feeders between arterials and local streets and primarily accommodate short distance trips. Since collector streets are not intended to accommodate long through trips, they are generally not continuous for any great length. Examples of this type of roadway are Gillespie Street, Hiwassee Drive, Critz Street.

Local Streets. Consists of all roads not defined as arterials or collectors. Local streets typically support direct access to homes and are generally designed for slow speeds. Examples of this type of roadway are neighborhood streets and low traffic roads.

Based on the October 2020 Thoroughfare Map, the City has approximately the following amounts of roadways based on classification:

Roadway Type	Street Length		Lane Mile Length*	
Principal Arterials**	36.2	Miles	144.8	Miles
Minor Arterials	29.6	Miles	69.3	Miles
Collector Streets	17.9	Miles	35.8	Miles
Local Streets	81.4	Miles	162.9	Miles
Private/ Non-City Owned Streets	11.2	Miles	22.4	Miles
Total	176.3	Miles	435.2	Miles

* A lane mile is a mile of roadway in a single driving lane. The total lane mileage of a highway is found by multiplying the centerline mileage of a road by the number of lanes it has.

** All Principal Arterials located within the City of Starkville are owned and maintained by the Mississippi Department of Transportation.

Pavement Maintenance Strategies

The City will employ various pavement maintenance strategies to maximize the service life of roads with minimal maintenance cost while maintaining and improving traffic safety. These strategies will depend on the roadway type, condition and anticipated loads. Some of those methods are described below.

Maintenance Overlay. One or more layers of hot mix asphalt placed over an existing pavement to restore or increase its load carrying capacity.

Full-Depth Patching. Removal and replacement of a failed segment of pavement to the level of the subgrade or lower in order to restore structural integrity

Milling. Process which removes several inches of existing asphalt which is then replaced with a new layer of asphalt. This treatment is generally used where existing grades need to be maintained such as curb and gutter streets.

Crack Filling. The placement of asphalt or other elastic materials into medium and larger cracks to prevent the intrusion of water and incompressible material.

Slurry Seal. A mixture of emulsified asphalt and fine aggregate used to fill cracks, restore surface texture, and protect aging asphalt surfaces.

Fog Seal. A light application of asphalt emulsion diluted with water and without the addition of any aggregate applied to the surface of asphalt pavements. Fog seals renew aged surfaces, and seal small cracks and surface voids. Research shows that the addition of fog seals to new pavements extends their initial life.

Pavement Maintenance Prioritization

Recommendation of pavement maintenance of streets or street segments is done through a process involving analysis, testing, and engineering staff experience rather than age of roadway.

Prioritize based on condition. Streets are not always prioritized on a “worst first” basis. The pavement maintenance policy’s objective is to keep street segments from falling into the reconstruction category, which typically costs four to five times more per lane mile than rehabilitation. By providing maintenance to a street before it significantly deteriorates, 10 to 20 years of useful life can be added to a street at a substantial cost savings over reconstruction. Once a street has deteriorated to the point that it must be reconstructed, the opportunity for preventive street maintenance is lost. For these reasons, streets that are categorized as overlay projects receive the highest priority for corrective treatment. Reconstruction projects typically require substantial investment and are typically prioritized through Capital Improvement funds.

Further, it is understood that City roadways are constructed differently based on age, methods and materials utilized at the time of construction. The roadway performance over time is directly related to the type and quality of construction. Therefore, pavement testing and analysis should be performed in conjunction with roadway prioritization and maintenance strategies.

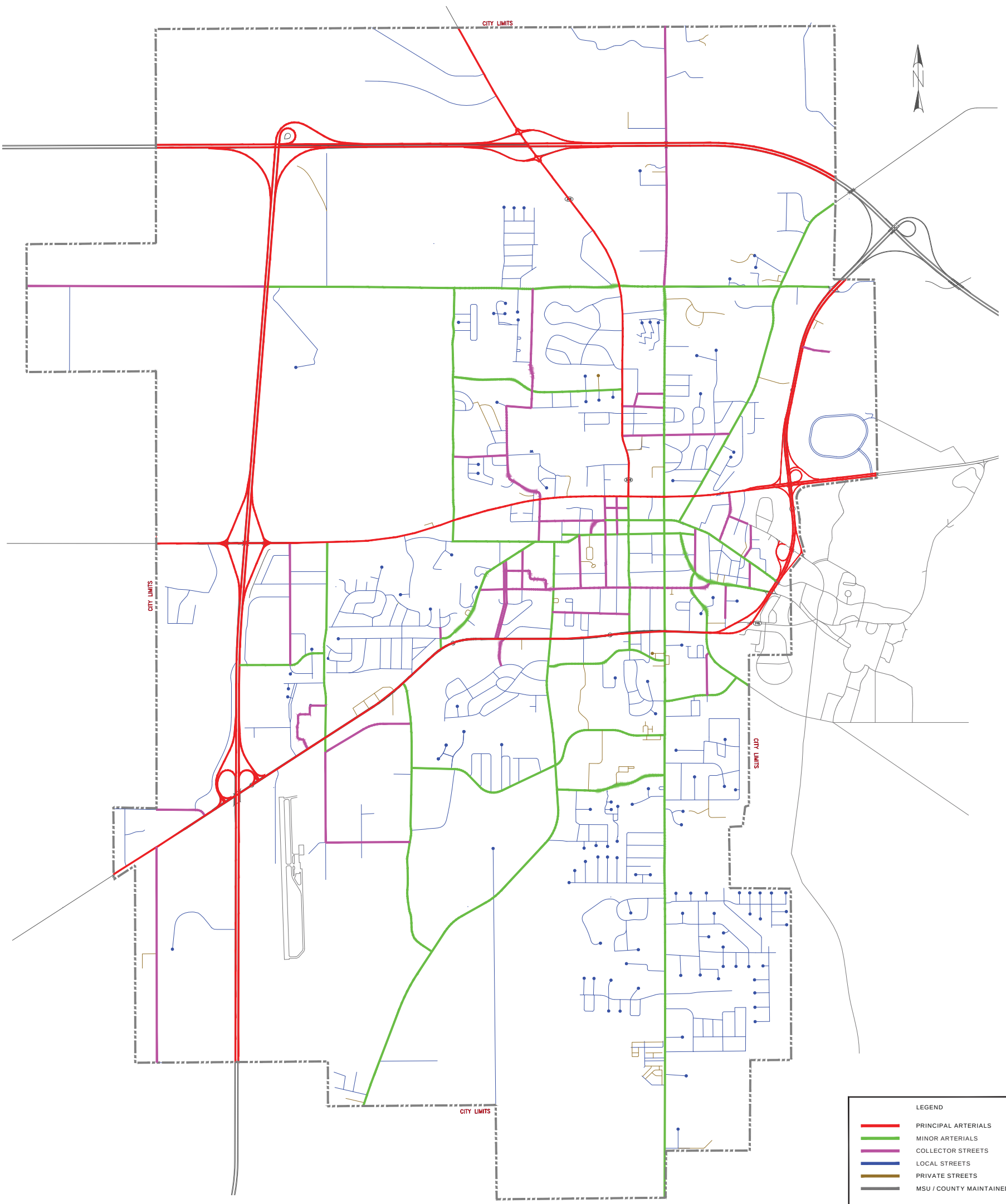
Prioritize based on classification. Roadways that experience the largest amount of traffic incur the most frequent and often the highest loads. These higher classification roadways are used by businesses, the largest number of residents as well as visitors to the community and therefore, should be maintained to a higher level than the lower classification roadways. Frequency of pavement maintenance and the resulting estimated mileage improvement per year should be as follows:

Roadway Type	Overlay Frequency		Lane Miles/ Year		Est. Length/ Year	
Minor Arterials	10	Years	6.9	L. Miles	3.0	Miles
Collector Streets	15	Years	2.4	L. Miles	1.2	Miles
Local Streets	20	Years	8.1	L. Miles	4.1	Miles
Total			17.5	L. Miles	8.2	Miles

Pavement Maintenance Program Funding

In order to develop a proposed funding level needed to complete the pavement maintenance program, several assumptions must be made estimating the projected costs of asphalt, repairs, milling, and striping. These costs should be updated regularly based on current construction prices.

Estimated Roadway asphalt overlay yearly cost	\$ 1,098,688
Estimated Roadway asphalt repair yearly cost	\$ 252,698
Estimated Roadway milling yearly cost	\$ 164,803
Estimated Roadway striping yearly cost	\$ 279,500
Subtotal Yearly Pavement Maintenance	\$ 1,795,690



CITY OF STARKVILLE, MISSISSIPPI

THOROUGHFARE MAP

NOVEMBER 2020

28. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, 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. The Board voted as follows:

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

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

General Fund	001	\$ 254,711.94
Airport Fund	015	27,736.21
Sanitation	022	15,204.02
Computer Assessments	107	175.00
Industrial Park Bond	303	10,733.54
Public Improv Bonds - 2018	319	19,630.54
BUILD Grant	377	4,780.97
Park Bond - 2020	380	548,013.16
Trust & Agency	610	36,668.13
Economic Dev, Tourism	630	123,571.16
Payroll	681	10,629.83
Sub Total Before Utilities		\$1,051,854.50
Utilities Dept.	SED	417,161.29
Total Claims	Total	\$1,469,015.79

29. MOTION TO RECESS UNTIL DECEMBER 21, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until December 21, 2021 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

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

Attest:

D. LYNN SPRUILL, MAYOR

Seal

LESA HARDIN, CITY CLERK