



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
JULY 5, 2022**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, JULY 5, 2022
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 JUNE 7, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 17, 2022 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 17, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING ON THE REDISTRICTING PLAN DEVELOPED FOR THE 2020 CENSUS AND THE FINAL ANNEXATION ORDER.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF SEEKING PROPOSALS FOR LOBBYING SERVICES ON BEHALF OF THE CITY OF STARKVILLE.

B. CONSIDERATION OF ADDING COLLIER ROAD TO THE IMPROVEMENT SCHEDULE IN A 50/50 SHARED ARRANGEMENT WITH OKTIBBEHA COUNTY FOR THE IMPROVEMENTS WITH A TOTAL NOT TO EXCEED AMOUNT OF \$27,000.

C. DISCUSSION AND CONSIDERATION OF THE PLANNED CAPITAL STREET OVERLAY AND IMPROVEMENT PROJECTS TO BE PAID FOR BY THE

BONDS FUNDED THROUGH THE ANNUAL RECEIPT OF THE USE TAX FUNDS AS APPROVED BY THE BOARD OF ALDERMEN AT THE BOARD MEETING OF JUNE 21, 2022.

D. CONSIDERATION OF SEEKING REQUESTS FOR QUALIFICATIONS FROM ENGINEERING FIRMS ON THE PROPOSED EXTENSION OF HOSPITAL ROAD AND STARK ROAD AS FUNDED BY THE STATE OF MISSISSIPPI IN THE 2021 LEGISLATIVE TERM.

E. REQUEST APPROVAL OF STATEWIDE MUTUAL AID COMPACT AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS FOR RECIPROCAL EMERGENCY AID AND ASSISTANCE IN CASE OF EMERGENCIES PURSUANT TO SECTION 33-15-19(A) OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVING SHARING THE COST OF THE PURCHASE OF A NEW CHRISTMAS TREE WITH THE MAIN STREET ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$10,000.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR THE CLEARWATER CONSULTANTS, INC WORK AUTHORIZATION NUMBER 22-02 FOR THE 2023 MDOT MULTI-MODAL PROJECT MM-0068-1123 FOR IMPROVEMENTS TO THE SOUTH HANGER APRON AND PARKING AREA AT GEORGE M. BRYAN FIELD.

2. REQUEST APPROVAL TO REJECT CONTRACT B BID FROM T&M STEEL FOR SITE WORK AND ERECTION OF A CORPORATE HANGAR AND TAKE UNDER ADVISEMENT CONTRACT A BID FROM ERECT-A-TUBE FOR THE MANUFACTURE SUPPLY AND DELIVERY OF CORPORATE HANGAR BUILDING AT GEORGE M. BRYAN FIELD

3. REQUEST APPROVAL TO RE-ADVERTISE FOR BIDS FOR THE SITE WORK REGARDING THE MDOT 2022 CORPORATE HANGAR PROJECT AND TO ADVERTISE FOR BIDS FOR THE MDOT 2023 SOUTH HANGAR RAMP EXPANSION, RENOVATION AND RELATED WORK PROJECT AT GEORGE M. BRYAN FIELD

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF A SPECIAL EVENT REQUEST BY MISSISSIPPI STATE STUDENT ASSOCIATION TO HOLD THE 2022 BULLDOG BASH ON OCTOBER 21ST AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
2. DISCUSSION AND CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR UPDATING AND AMENDING THE UNIFIED DEVELOPMENT CODE

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE QUOTE FROM SPRINGER ENGINEER, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO ASSESS THE CONDITION OF SAND ROAD AND PROVIDE PRELIMINARY ROADWAY IMPROVEMENT OPTIONS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 27, 2022 FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRIDGETTE SMITH AS A PERMIT SERVICES TECHNICIAN IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE STEPHEN NANTEL AS A DRIVER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION AND APPROVAL TO PURCHASE FERTILIZER FOR FIELDS AT CORNERSTONE PARK IN THE AMOUNT OF \$7,589.00.
2. CONSIDERATION AND APPROVAL TO PURCHASE TRASHCANS AND PICNIC TABLES FOR CORNERSTONE PARK NOT TO EXCEED THE AMOUNT OF \$64,475.00.
3. REQUEST AUTHORIZATION TO EXECUTE CHANGE ORDER #7 FOR T&M STEEL PHASE III OF THE CORNERSTONE CONTRACT IN THE AMOUNT OF \$12,773.00 FOR ADDITIONAL DUCTWORK FOR THE C-SPIRE LINE, AND CONDUITS ON THE CONCESSIONS BUILDING.

J. POLICE DEPARTMENT

1. POLICE

THERE ARE NO ITEMS FOR THIS AGENDA

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CONSIDERATION TO RETURN TO RENTAL AND MAINTENANCE OF CITY UNIFORMS BY A UNIFORM SERVICE FROM THE LOWER QUOTE OF \$280.53 PER WEEK FROM UNIFIRST AND ENTER IN A RELATED SERVICE CONTRACT.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE FOUR (4) MILTON ROY G SERIES MACROY 150 PSI METERING PUMPS FOR THE BLUEFIELD AND SOUTH MONTGOMERY WATER TREATMENT PLANTS FROM CENTRO INC IN THE AMOUNT OF \$12,594.36.
2. REQUEST EMERGENCY AUTHORIZATION TO LEASE TWO GODWIN 8" DIESEL PUMPS FOR THE WASTEWATER TREATMENT PLANT UNTIL THE FORCEMAIN CAN BE REPAIRED FROM HYDRA SERVICE INC IN THE AMOUNT OF \$12,794.00 PER MONTH.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

**XVI. RECESS UNTIL JULY 19, 2022 @ 5:30 IN THE COURT ROOM AT
110 WEST MAIN STREET.**

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

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
June 7, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 7, 2022 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked to remove item X.A. Garan request from consent.

Alderman Sistrunk asked to add item XI. D. 1. Grant acceptance to consent.

Alderman Beatty asked to add item XI. L. 6. Green Oaks / Rolling Hills Sewer rehab bid to consent.

The Mayor called for a motion to approve the agenda with consent items.

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the June 7, 2022 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, JUNE 7, 2022
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 MAY 3, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MAY 13, 2022 WORK SESSION OF THE MAYOR

AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF VA 22-08: A REQUEST FOR VARIANCES ON FENCE HEIGHT REQUIREMENTS FOR 217 ROYAL TROON ROAD LOCATED IN COUNTRY CLUB ESTATES SUBDIVISION A SD-2 ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF SE 22-03: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW “MINI-STORAGE” AT 605 S. JACKSON STREET IN A C ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF SE 22-04: A REQUEST FOR A SPECIAL EXCEPTION TO DEVIATE FROM REQUIREMENTS FOR “SPECIAL EVENT FACILITIES” AT 525 ACADEMY ROAD IN A CN ZONING DISTRICT.

IX. MAYOR’S BUSINESS

X. BOARD BUSINESS

A. CONSIDERATION OF FREEPORT WAREHOUSE LICENSE AND AD VALOREM TAX EXEMPTION REQUEST BY GARAN MFG CORP.

B. 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 2022 (STARK CROSSING DEVELOPMENT PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,500,000 TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE STARK CROSSING DEVELOPMENT 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 ACCOUNT; 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 BOND PURCHASE AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES.

D. CONSIDERATION OF AUTHORIZING THE MAYOR TO ARRANGE AND COORDINATE THE INSTALLATION OF TWO TEST KIOSKS FOR THE USE OF THE PAY TO PARK DESIGNATED AREAS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE \$400,000 IN FEDERAL TRANSPORTATION ALTERNATIVES (TA) PROGRAM FUNDS TO CONSTRUCT THE INTERSECTION IMPROVEMENTS AT SPRING STREET AND HIGHWAY 12 AS PROPOSED FOR THE SPRING STREET CONNECTOR, AND AUTHORIZING THE MAYOR TO ACTIVATE THE PROJECT, EXECUTE A PRELIMINARY ENGINEERING CONTRACT ALONG WITH ANY NECESSARY MDOT RELATED PAPERWORK AND A MOU WITH MSU AND OKTIBBEHA COUNTY.

2. CONSIDERATION OF ADDING THE MILL, OVERLAY, AND STRIPING OF HOSPITAL RD FROM HIWASSEE TO JACKSON TO THE 2022 CAPITAL IMPROVEMENT PROJECT IN LIEU OF JACKSON ST.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 31, 2022 FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. CONSIDERATION OF FISCAL YEAR 2022 BUDGET ADJUSTMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE COREY HARRY AS A CLOSED-CIRCUIT TELEVISION (CCTV) SEWER MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE CORIAN SANDERS AS A MAINTENANCE WORKER II IN THE STREET DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE ZACHARY WILLIAMS AS A PART TIME GROUNDS MAINTENANCE WORKER FOR THE AIRPORT DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE TYUN ROBINSON AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE SHANDA BEGNER AND ADEN DODD AS ENTRY LEVEL POLICE OFFICERS.
6. REQUEST APPROVAL OF THE PROMOTIONS OF TAURUS YOUNG TO THE RANK OF LIEUTENANT AND MATTHEW SCERBAK TO THE RANK OF SERGEANT IN THE FIRE DEPARTMENT AND AUTHORIZATION TO RETAIN THE CANDIDATES FROM THE PROMOTION PROCESS HELD ON MAY 26-27, 2022 FOR CONSIDERATION TO HIRE ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS.
7. REQUEST AUTHORIZATION TO HIRE EMELIA MONTGOMERY AS AN ACCOUNTANT IN THE STARKVILLE UTILITIES DEPARTMENT.
8. REQUEST AUTHORIZATION TO HIRE LADRECUS TUCKER AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
9. REQUEST AUTHORIZATION TO HIRE WILLIAM ALFORD AS A SYSTEM ADMINISTRATOR II IN THE INFORMATION TECHNOLOGY DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF PURCHASE OF PROFESSIONAL SERVICES BLOCK HOURS WITH GARNER COMPUTERS IN THE AMOUNT OF \$6,000.00.

I. PARKS

1. REQUEST APPROVAL TO EXECUTE CHANGE ORDERS NUMBER 2 WITH SOUTHERN ELECTRIC AND NUMBER 6 WITH T & M STEEL WHICH WILL RESULT IN THE AMOUNT OF \$254,628.00 TO BE PAID WITH CONTRACT CONTINGENCIES.

J. POLICE DEPARTMENT

1. POLICE
THERE ARE NO ITEMS FOR THIS AGENDA
2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO ADVERTISE FOR THE PURCHASE OF RESIDENTIAL/REAR LOADER GARBAGE TRUCK CONSISTENT WITH THE ANNEXATION SERVICES AND FACILITY PLAN AGREEMENT.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO PURCHASE THE TWO (2) EXISTING CHARGEPOINT ELECTRIC VEHICLE CHARGING STATIONS FROM SEVEN STATES POWER CORPORATION IN THE AMOUNT OF \$7,290.00 PLUS A 5-YEAR ANNUAL REOCCURRING FEE FOR NETWORK ACCESS AND STATION WARRANTY IN THE AMOUNT OF \$2,156.00.
2. REQUEST AUTHORIZATION TO PURCHASE A 6" WATER METER SET UP FROM CENTRAL PIPE SUPPLY INC., THE SOLE AUTHORIZED DEALER OF BADGER METER PRODUCTS FOR THIS REGION IN THE AMOUNT OF \$5,040.00 FOR THE CHANDLER PARKS METER CONSOLIDATION PROJECT UPON PAYMENT BY THE CONTRACTOR FOR METER PURCHASE AND TAP INSTALLATION.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM BRYCE MORGAN FENCING TO INSTALL A BLACK FENCE AROUND THE ACADEMY/SOUTH MONTGOMERY WATER TREATMENT PLANT IN THE AMOUNT OF \$26,900.00.
4. REQUEST AUTHORIZATION TO PURCHASE A MINI EXCAVATOR FOR THE ELECTRIC DIVISION FROM BOBCAT VIA A STATE-APPROVED CONTRACT (SOURCEWELL) IN THE AMOUNT OF \$46,601.24.
5. REQUEST AUTHORIZATION TO PURCHASE A SKID STEER FOR THE ELECTRIC DIVISION FROM BOBCAT VIA A STATE-APPROVED CONTRACT (SOURCEWELL) IN THE AMOUNT OF \$58,640.39.
6. CONSIDERATION OF ACCEPTANCE OF THE LOWEST BID FROM SUNCOAST INFRASTRUCTURE INC. FOR THE REHAB OF THE SANITARY SEWER COLLECTION SYSTEM IN THE GREEN OAKS SOUTH SIDE AND ROLLING HILLS NEIGHBORHOODS IN THE AMOUNT OF \$1,616,670.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL JUNE 21, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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Consent items 2 – 25:

2. CONSIDERATION OF THE MINUTES OF THE MAY 3, 2022 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of May 3, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MAY 13, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of May 13, 2022 work session of the Mayor and Board of Aldermen of the City of Starkville” is enumerated, this consent item is thereby approved.

4. CONSIDERATION 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 2022 (STARK CROSSING DEVELOPMENT PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,500,000 TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE STARK CROSSING DEVELOPMENT 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 ACCOUNT; 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 BOND PURCHASE AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 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 2022 (Stark Crossing Development Project), of the City of Starkville, Mississippi, in the maximum principal amount of \$1,500,000 to provide funds for the purpose of paying or reimbursing the costs of constructing various infrastructure improvements for the use or benefit of the Stark Crossing Development 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 account; 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 bond purchase agreement pertaining to the sale of the bonds; engaging various professionals in connection with the authorization, issuance, validation, sale, and delivery of the bonds; and for related purposes” 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 2022 (STARK CROSSING DEVELOPMENT PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,500,000 TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE STARK CROSSING DEVELOPMENT 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 ACCOUNT; 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 BOND PURCHASE AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES.

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

SECTION 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.*, Mississippi Code of 1972, as amended.

“Additional Bonds” shall mean bonds issued on a parity of lien with regard to the pledge of the 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 Outstanding Bonds: (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 Outstanding Bonds.

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

“Bonds” shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2022 (Stark Crossing Development Project), authorized and directed to be issued in the Bond Resolution. The Bonds shall be in the maximum principal amount of \$1,500,000, but in the actual amount sold and issued pursuant to the Bond Purchase Agreement, out of the total authorized amount of \$1,500,000.

“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 Bond Fund (Stark Crossing Development Project), including a Reserve Account, 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, attached here to as **Attachment B**.

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

“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 promulgated thereunder.

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

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

“County” shall mean Oktibbeha County, Mississippi.

“County Ad Valorem TIF Revenues” shall mean 100% 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; provided, however, that the amount of the TIF Bonds to be issued will be sized based upon 50% of the County Ad Valorem TIF Revenues.

“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 Fiscal Year on all Bonds then Outstanding; (ii) 120% of the average Annual Debt Service Requirement for the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

“Developer” shall mean RM Development I, LLC, a Mississippi limited liability company and its affiliate, 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 August 10, 2016.

“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.

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

“Improvement Fund” shall mean the Improvement Fund (Stark Crossing Development 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 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”), and approved by the Governing Body of the Municipality on June 18, 2019, and by the Board of the County on November 18, 2019, 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 April 14, 2020, filed with the Secretary of State, as evidenced by certificate dated April 20, 2020, and filed with the Chancery Clerk of the County on April 16, 2020.

“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 100% 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; the amount of the TIF Bonds to be issued will be sized based upon 100% of the Municipality Ad Valorem TIF Revenues.

“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 August 1, 2016, and by the City on August 2, 2016.

“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 Bondholders of a requisite aggregate principal amount of Outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver pursuant to the provisions hereof, unless all Outstanding Bonds 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” 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 a placement agent (if any) engaged by the Governing Body to structure and facilitate the sale of the Bonds to the Purchaser.

“Placement Agreement” shall mean the placement agreement (if any) between the Municipality and the Placement Agent, pursuant to which the Placement Agent will arrange for the sale and 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 mixed use development including an approximately 62,000 square foot sporting goods retailer and up to 20,000 square feet of additional commercial development strategically located on approximately 11.3 acres off Highway 12 and Stark Road in the Municipality, known as the Stark Crossing Development Project, as described more fully in the TIF Plan.

“Purchaser” shall mean the purchaser or purchasers 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 Account” means the debt service reserve account by that name created by Section 2.01 of the Bond Resolution.

“Sales Tax Rebate TIF Revenues” shall mean 100% of the City’s additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the “original sales value,” as defined and calculated in the manner set forth in the TIF Act; provided, however, that the amount of the TIF Bonds to be issued will be sized based upon 50% of the Sales Tax Rebate TIF Revenues.

“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 *the Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, As Amended and Restated July 2016*, adopted by the County on August 1, 2016, and adopted by the Municipality on August 2, 2016.

“TIF Revenues” shall mean, together, the County Ad Valorem TIF Revenues, the Municipality Ad Valorem TIF Revenues, and the Sales Tax Rebate 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 July 5, 2016, 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 August 2, 2016. Notice of the public hearing on the TIF Plan was published in *The Starkville Daily News* on July 18, 2016. The Governing Body held a public hearing on the TIF Plan on August 2, 2016, and

following the public hearing, the Governing Body adopted a resolution on August 2, 2016, approving the TIF Plan.

4. The Board of the County has heretofore on July 18, 2016, 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 August 1, 2016. Notice of the public hearing on the TIF Plan was published in *The Starkville Daily News* on July 21, 2016. The Board held a public hearing on the TIF Plan on August 1, 2016, and following the public hearing, the Board adopted a resolution on August 1, 2016, 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 August 2, 2016, 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 August 10, 2016, by the Mayor and the City Clerk of the Municipality and an authorized representative of the Developer.

8. On June 18, 2019, 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 and a sufficient portion of its Sales Tax Rebate TIF Revenues to the payment of Bond Payments, as provided for in the Interlocal Agreement and in the Bond Resolution.

9. On November 18, 2019, 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 April 14, 2020, filed with the Secretary of State, as evidenced by certificate dated April 20, 2020, and filed with the Chancery Clerk of the County on April 16, 2020.

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 Tax Assessor of the County dated June 25, 2019, was \$299,837, as of January 1, 2015. A copy of such certifications are attached hereto as **Attachment A**.

12. The Original Sales Tax Diversion Amount, as such term is defined in the Act, of the sales tax collected within the TIF District and diverted to the Municipality, as determined by the Mississippi Department of Revenue, according to the Sales Tax Diversion Certificate of the Mississippi Department of Revenue dated August 10, 2018, was \$0.00, as of July 31, 2016. A copy of such certifications are attached hereto as **Attachment A**.

13. 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.

14. The maximum aggregate principal amount of the Bonds authorized herein is \$1,500,000. 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.

15. 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) \$1,500,000.

16. Pursuant to the TIF Act and the TIF Plan, the TIF Bonds will be secured by (a) a pledge of 100% of the Municipality Ad Valorem TIF Revenues, (b) a pledge of 100% of the Sales Tax Rebate TIF Revenues, and (c) a pledge of 100% of the County Ad Valorem TIF Revenues, all as pursuant to the Interlocal Agreement between the Municipality and the County.

17. The amount of the TIF Bonds to be issued will be based upon 100% of the Municipality Ad Valorem TIF Revenues, 50% of the Sales Tax Rebate TIF Revenues, and 50% of the County Ad Valorem TIF Revenues.

18. 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 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, in substantially the form attached hereto as **Attachment C**, and to authorize the Mayor to execute the Placement Agreement 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 \$1,500,000, (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 15 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.

19. 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.

20. 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.

21. 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. Subject to final confirmation in the Bond Purchase Agreement executed by the Municipality and the Purchaser, it is necessary to designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

22. The Bond Purchase Agreement pertaining to the sale of the Bonds to the Purchaser should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Bonds, in substantially the form attached hereto as **Attachment B**.

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 any necessary letters of engagement and disclosure. The Governing Body of the Municipality affirms or authorizes the engagement of the following: (a) the Placement Agent; (b) Watkins & Eager PLLC, Jackson, Mississippi, to serve as Bond Counsel; and, (c) Christopher J. Latimer, Esq., of Mitchell, McNutt & Sams, Starkville, Mississippi, to serve as Counsel to the Municipality. The Mayor and the City Clerk are authorized to execute the 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, 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, if such officer determines the engagement of the Placement Agent to be in the best interests 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 \$1,500,000, (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 15 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. The Governing Body hereby approves the execution and distribution of the Bond Purchase Agreement in substantially the form set out in **Attachment B** hereto, to facilitate the sale of the Bonds, with such completions, changes, insertions, and modifications as shall be approved by the officers of the Municipality executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval.

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

(b) Improvement Fund (Stark Crossing Development 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 Costs of 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 Account. 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 Account, 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 Account, 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 to pay the Costs of the Infrastructure Improvements for the Project.

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 1 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 \$1,500,000 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 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, which shall serve as paying agent, registrar and transfer agent, shall be such Person 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 60 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:

**STATE OF MISSISSIPPI
CITY OF STARKVILLE, MISSISSIPPI
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2022
(STARK CROSSING DEVELOPMENT PROJECT)**

NO. _____ \$ _____

<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 2022 (Stark Crossing Development 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 \$1,500,000 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 June 7, 2022 (the “Bond Resolution”). Capitalized terms used herein and not otherwise defined shall have the meanings given in the Bond Resolution.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Municipality has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Clerk, under the impressed or facsimile seal of the Municipality, which said

facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of this day, _____, 20__.

City of Starkville, Mississippi

Mayor

Attest:

City Clerk

(seal)

Registration and Validation Certificate

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

City Clerk

(seal)

Certificate of Registration and Authentication

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the \$_____ Tax Increment Financing Revenue Bonds, Series 2022 (Stark Crossing Development Project) of the City of Starkville, Mississippi, dated and issued _____, 20__.

_____, _____, _____,
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)

(Authorized Signatory)

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

NOTICE: The signature to this Assignment
must correspond with the name of the
registered owner as it appears upon the face
of the within Bond in every particular,
without any alteration whatsoever.

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

ARTICLE IV. SECURITY FOR THE BONDS

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

SECTION 4.02. PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS. The amounts held in the Bond Fund are hereby pledged to the payment of the principal of and interest on the Bonds. The moneys in the Improvement Fund, to the extent not used for the payment or reimbursement of the Costs of the 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) Deposit of Sales Tax Rebate TIF Revenues. Sales Tax Rebate 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.

(c) 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.

(d) Bond Fund (Stark Crossing Development 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.

(e) 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 or final reimbursement of the Costs 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.

(f) 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 or final reimbursement of the Costs of the Infrastructure Improvements. Provided, however, that the investment income, if any, from assets held under the Reserve Account, if any, shall be retained in the Reserve Account to the extent of any deficiency in the Debt Service Reserve Requirement.

ARTICLE VI. IMPROVEMENT FUND

SECTION 6.01. IMPROVEMENT FUND (STARK CROSSING DEVELOPMENT 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 Costs of the Infrastructure Improvement. Any balance remaining in the Improvement Fund after completion of the Infrastructure Improvements or final reimbursement of the Costs 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 any Payment Date 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 of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing 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 of America, 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 of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. 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 of America or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America; 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 Department of the Treasury of the United States of America; 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 (4) years or more.

SECTION 7.04. BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS. Subject to final confirmation in the Bond Purchase Agreement executed by the Municipality and the Purchaser, the Bonds are hereby designated as a portion of the \$10,000,000 of “qualified tax-exempt obligations” for calendar year 2022 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 Bondholders 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 Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding may appoint a trustee for the Bondholders 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 Account, 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 Bondholders 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 12 consecutive months of the 18 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 any Payment Date 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 Bondholders 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 of America, or obligations the principal of and interest on which is guaranteed by the United States of America, 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 Bondholders 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 Bondholders 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 Bondholders 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 Bondholders of the Bonds required above for such modification or amendment without the consent of the Bondholders 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 Bondholders 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. 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 10.08. CERTIFICATES OF TAX ASSESSOR OF THE COUNTY AND MISSISSIPPI DEPARTMENT OF REVENUE. The City Clerk is hereby authorized and directed to request and deliver certificates each year from the Tax Assessor of the County and the Mississippi Department of Revenue while the TIF Plan is in effect certifying the Captured Assessed Value of the real and personal property of the Municipality and the County included in the TIF Plan and the diversion of Sales Tax Rebate TIF Revenues to the Municipality, in substantially the forms attached hereto as **Attachment A**.

SECTION 10.09. BOOK-ENTRY ONLY SYSTEM. Notwithstanding anything herein to the contrary and unless specifically declined by the Purchaser of the Bonds, the Bonds shall be initially issued in the form of a separate, single, and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, all of the Outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

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

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

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

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

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

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

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, June 7, 2022.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Attachment A

Certificates of Mississippi Department of Revenue and Oktibbeha County Tax Assessor

Diversion Certificate

— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI



Date: August 10, 2018

GOURAS AND ASSOCIATES
ATTN: CHRISTIANA SUGG
POST OFFICE BOX 1465
RIDGELAND MS 39158-1465

**City of Starkville Sales Tax Diversion
Stark Crossing Development Project
As Diverted As Of July 31, 2018**

Pursuant to and as required by Miss. Code Ann. Section 21-45-21, as amended, and a resolution duly adopted by the Mayor and Board of Alderman of the City of Starkville, Mississippi dated on January 26, 2016 (the "TIF Plan"), the Mississippi Department of Revenue, as authorized by the "Tax Increment Financing Act", Miss. Code Ann. Section 21-45-21, as amended (the "Act"), and after having been requested and authorized to do so by the TIF Plan, does hereby certify that:

1. The Original Diversion Amount of the sales tax collected and diverted to the City from the Redevelopment Project as determined by the Mississippi Department of Revenue as of July 31, 2016 is \$0.00.
2. The Current Diversion Amount collected within the Redevelopment Project and diverted to the City and as determined by the Mississippi Department of Revenue as of July 31, 2018 is \$139,323.33.
3. On July 31, 2018 the incremental increase in diverted sales taxes resulting from the City sales tax is \$139,323.33 (the "Tax Increment").

For purposes of the Certificate, the following words and phrases shall have the following meaning:

"Current Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve month period ending July 31, 2018 and as of July 31 of each year thereafter as long as the Bonds are outstanding and as set forth in the Annual Diversion Certificate of the Mississippi Department of Revenue filed with the City.

"Original Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve month period ending July 31, 2016, as certified by the Mississippi Department of Revenue as required by Miss. Code Ann. Section 21-45-21, as amended.

"Redevelopment Project" shall mean the City of Starkville, MS Project as described in detail in the Tax Increment Financing Plan for the Stark Crossing Development Project, City of Starkville, Mississippi, and approved by the Mayor and Board of Aldermen of the City on January 26, 2016, such project being located on parcel of land described in EXHIBIT A of said plan.

"Tax Increment" shall mean the added increments of municipal ad valorem tax and sales tax revenue resulting from the taxation of the captured assessed value of the real and personal property contained within and forming a part of the Redevelopment Project site and the increased increment of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City when the original diversion amount is subtracted from the current diversion amount to the City which shall be so much of the additional tax revenues necessary and sufficient to pay the principal of and interest on the Bond

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

Date: August 10, 2018

and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the paying agent but shall not include ad valorem taxes for school district purposes nor ad valorem taxes levied and collected for and on behalf of the City of Starkville, Mississippi.

Jeff Dotson, Auditor

P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

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 certain real property including personal property located thereon (collectively the "TIF District Property") all as described in the *Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, as Amended and Restated July 2016* (the "TIF Plan") adopted by the City of Starkville, Mississippi (the "City"), said real and personal property being located within the Tax Increment Financing District established by the City:

1) The "Original Assessed Value", as such term is defined under Sections 21-45-1, et seq., Mississippi Code of 1972, as amended (the "Act"), and particularly Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2015, was \$299,837 according to its then most recently determined valuation.

The "Original Assessed Value" resulted in:

CITY TAXES:	\$ 6,590 at 21.98 mills
COUNTY TAXES:	\$ 13,031 at 50.54 mills
SCHOOL TAXES:	\$ 19,171 at 66.03 mills

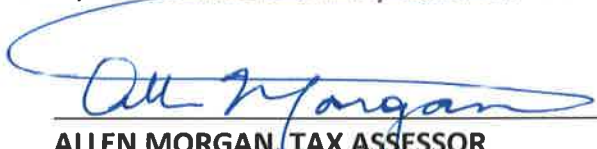
2) The "Current Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property as of November 1, 2018, is \$1,623,550 according to the most recently determined valuation, consisting of \$974,907 in real property and \$648,643 in personal property.

3) The "Captured Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property, as of November 1, 2018, is \$1,323,713 according to the most recently determined valuation, consisting of \$675,070 in real property and \$648,643 in personal property.

4) The projected incremental increase in ad valorem taxes for the 2018 tax year (being due and payable on or before February 1, 2019) resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is:

CITY TAXES:	\$35,250 at 26.63 mills
COUNTY TAXES:	\$73,612 at 55.61 mills
*SCHOOL TAXES:	\$86,094 at 65.04 mills

IN WITNESS WHEREOF, I have hereto set my hand on this the 20 day of November 2018.



ALLEN MORGAN, TAX ASSESSOR
OKTIBBEHA COUNTY, MISSISSIPPI


Barbara Cubone Deputy Clerk

Attachment B

Bond Purchase Agreement

Sales Parameters Sheet

City of Starkville, Mississippi
\$_____ Tax Increment Financing Revenue Bonds, Series 2022
(Stark Crossing Development Project)
(the "Bond" or "Bonds")

Issuer: **City of Starkville, Mississippi (the "Municipality")**
Placement Agent: _____, _____, _____
Bond Counsel: **Watkins & Eager PLLC, Jackson, Mississippi**

Project: The development by RM Development, LLC (the "Developer") of mixed use development including an approximately 62,000 square foot sporting goods retailer and up to 20,000 square feet of additional commercial development strategically located on approximately 11.3 acres off Highway 12 and Stark Road in the Municipality, specifically described in the *Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, As Amended and Restated July 2016*, adopted by Oktibbeha County, Mississippi (the "County") on August 1, 2016, and adopted by the Municipality on August 2, 2016 (together, the "TIF Plan"), known as the Stark Crossing Development Project (the "Project").

Purpose: The proceeds of the Bonds will be used to: (a) reimburse a portion of the costs of certain Infrastructure Improvements, as described below and in the TIF Plan, (b) fund a debt service reserve fund, if required, and (c) pay the costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Infrastructure Improvements: Proceeds of the Bonds will be used to pay or reimburse the costs of constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, parking structures, relocation of electrical lines, lighting, signalization, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

Bonds: Tax Increment Financing Revenue Bonds, Series 2022 (Stark Crossing Development Project)

Amount: Maximum principal amount of \$_____

Tax Status: The Bonds will be exempt from income taxes of the State of Mississippi, exempt from federal income taxes, and will be "qualified tax-exempt obligations" based upon Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Term: The term of the Bonds is _____ years from date of issuance, with a final maturity of _____ 1, 20__.

Structure: Annual principal payments beginning _____ 1, 20__, and semi-annual interest payments on _____ 1 and _____ 1, beginning _____ 1, 20__. Final maturity of _____ 1, 20__. The schedule of estimated sinking fund payments is attached as **Exhibit A**.

Optional Redemption: The Municipality prefers the option to redeem or refund the Bonds either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

Security: Pursuant to the TIF Plan and the resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality on June 7, 2022, authorizing and directing the issuance and sale of the Bonds (the "Bond Resolution"), the Bonds will be secured solely by a pledge of the increased ad valorem taxes from real and personal property of the Municipality and Oktibbeha County, Mississippi (the "County"), and a pledge of the sales tax rebates to the Municipality generated within the TIF District (as defined and described in the TIF Plan), as set forth with more particularity in the TIF Plan and below:

The Bonds will be secured by 100% of the incremental increases in ad valorem taxes (both real and personal) of the Municipality, and 100% of the incremental increases in ad valorem taxes (both real and personal) of the County, and 100% of the increase in the amount of municipal sales tax diversions received by the Municipality within the TIF District.

Provided, however, that the Bond will be sized based upon 100% of the incremental increases in ad valorem taxes (both real and personal) of the Municipality, and 50% of the incremental increases in ad valorem taxes (both real and personal) of the County, and 50% of the increase in the

amount of municipal sales tax diversions received by the Municipality within the TIF District.

The Bonds will never be a general obligation of the Municipality, will not be secured by the full faith, credit, and taxing power of the Municipality, nor create any other pecuniary liability on the part of the Municipality other than the pledge of the incremental increases in the ad valorem taxes and sales tax rebates set forth above.

Debt Service Reserve Fund:

If so required by the Municipality or the party purchasing the Bonds (the "Purchaser"), a portion of the proceeds of the Bonds may be used to fund a debt service reserve fund.

Paying Agent:

Please indicate your interest (and fee, if any) in serving as Paying Agent; otherwise, the Municipality will select the Paying Agent (if any).

Bond Ratings:

None on this issue.

Bond Insurance:

None on this issue.

Payment Record:

The Municipality has never defaulted on any of its debt obligations.

Interest Rate:

Provide interest rate on **Exhibit A**. Interest shall be calculated 30/360 unless otherwise indicated.

Privately Negotiated Transaction:

It is the expectation of the Municipality that the Bonds shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service. The Purchaser will be required to represent that its present intention is to hold the Bonds to maturity or earlier redemption and to make other standard representations included in an investment letter. If the Purchaser has a different preference, please specify via **Exhibit A**.

Conditions Precedent to Financing:

Including, but not limited to, the following:

(i) Execution of all reasonable documentation as may be requested by the Purchaser relating to the Bonds in form and substance satisfactory to the Purchaser.

(ii) Receipt of an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser and including without limitation, due authorization, enforceability, and compliance with all applicable laws.

(iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority.

(iv) Receipt of an opinion from Bond Counsel confirming tax-exempt status of the Bonds.

Remedies:

The Purchaser shall have all of the rights and remedies set forth in the financing documents, and available at law and in equity, for the enforcement thereof.

Legal Opinions:

Legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Bond Counsel.

Disclaimer:

This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Purchaser and the Municipality. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies, or other provisions that may be contained in documents required to consummate this financing.

Proposal Process:

The Placement Agent and the Municipality may, at any time prior to the selection of a Purchaser, reject any and all proposals and cancel this Term Sheet, without liability therefor, upon finding it would be in the Municipality's interest to cancel this Term Sheet. Further, regardless of the number and quality of proposals submitted, the Placement Agent and the Municipality shall under no circumstances be responsible for any costs and expenses of any Purchaser incurred in submitting a response to this Term Sheet. Any Purchaser who submits a response does so solely at their own risk and expense. The Placement Agent and the Municipality accept no responsibility for the return of successful or unsuccessful proposals. This Term Sheet in no way obligates the Placement Agent and the Municipality to make a selection. Acceptance of financing and related terms is subject to approval by the Municipality, as evidenced by the execution of **Exhibit A**.

Acceptance:	Submission of proposals, in response to this Term Sheet, constitutes acceptance of all conditions, requirements, and limitations described in this Term Sheet.
Basis for Award:	The Bonds will be awarded to the Purchaser producing the lowest interest cost to the Municipality and with the terms most advantageous to the Municipality, including, but not limited to, Paying Agent fees, underwriting fees, bank counsel fees, and early redemption provisions.
Investment Letter:	The Purchaser will be required to deliver an Institutional Investment Letter running to the Municipality, the Placement Agent, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, or mandatory tender, and has performed its own due diligence, evaluation, and investment decision without reliance upon others.

Exhibit A

OFFICIAL PROPOSAL FORM

To: City of Starkville, Mississippi (the "Municipality")

Re: \$_____ Tax Increment Financing Revenue Bonds, Series 2022 (Stark Crossing Development Project) (the "Bond" or the "Bonds").

Term Bond maturing on _____ 1, 20__, at _____% per annum.

Due _____ 1	Principal Amount*
Total	\$ _____

*preliminary; subject to change

Paying Agent Fee (if any): \$_____

Call Provision*: _____
*The Municipality would prefer an optional redemption at any time.

Other provisions of proposal (if any): _____

Respectfully submitted,

By: _____

Name: _____

Title: _____

Date: _____

Approved and accepted by:

City of Starkville, Mississippi

Mayor

Date: _____

Attachment C

Placement Agreement

CITY OF STARKVILLE, MISSISSIPPI
\$ _____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__
(STARK CROSSING DEVELOPMENT PROJECT)

Date: _____, 20__

PLACEMENT AGREEMENT

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

This Placement Agreement, dated _____, 20__ (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 20__ (Stark Crossing Development 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 Stark Crossing Development 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 June 7, 2022 (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, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, As Amended And Restated July 2016* (the "TIF Plan"), or the Development and Reimbursement Agreement between the Municipality and RM Development I, 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 August 10, 2016 (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 and in the Development and Reimbursement Agreement). 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 purchaser agreement, commitment to finance, term sheet, or other similar agreement between the Municipality and the Purchaser (as defined hereinafter) of the Bond for the purchase and sale of the Bond (the "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) No preliminary official statement, official statement, private placement memorandum, or other offering document 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 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 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 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 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 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 Purchase Agreement in the form set forth as **Attachment B** to the Bond Resolution, representing and warranting to the Municipality as follows:

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

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

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

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

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

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

Section 11. Counterparts.

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

Section 12. Binding Effect.

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

Section 13. Miscellaneous.

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

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

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

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

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

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

proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to the Municipality.

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

Very truly yours,

By: _____

Name: _____

Title: _____

City of Starkville, Mississippi

Mayor

City Clerk

(seal)

Attachment D

Post Issuance Compliance Procedures

\$ _____ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20__
(STARK CROSSING DEVELOPMENT 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 and the Director of Finance (together, the "Responsible Party") as the primary persons responsible for compliance with this policy. The Responsible Party 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 Responsible Party 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 Responsible Party 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 Responsible Party 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 Responsible Party 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

Director of Finance

Dated: _____, 20__

Attachment E

Letters of Disclosure and Engagement

June 7, 2022

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

**RE: \$1,500,000 Tax Increment Financing Revenue Bonds, Series 2022
(Stark Crossing Development Project)
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 Bond Counsel with respect to any issuance of tax increment financing revenue bonds of the Municipality related to the above captioned Project (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake 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 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 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 Bond Counsel (which will primarily consist of 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 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. Your acceptance of this engagement letter will evidence that consent.

Miscellaneous

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

June 7, 2022

Page 4

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

A handwritten signature in blue ink, appearing to read "Brad C. Davis", is written over the printed name.

Brad C. Davis

June 7, 2022

Page 5

Accepted and agreed to this day, _____, 20____.

City of Starkville, Mississippi

By: _____

Name: _____

Title: _____

5. CONSIDERATION OF ACCEPTING THE \$400,000 IN FEDERAL TRANSPORTATION ALTERNATIVES (TA) PROGRAM FUNDS TO CONSTRUCT THE INTERSECTION IMPROVEMENTS AT SPRING STREET AND HIGHWAY 12 AS PROPOSED FOR THE SPRING STREET CONNECTOR, AND AUTHORIZING THE MAYOR TO ACTIVATE THE PROJECT, EXECUTE A PRELIMINARY ENGINEERING CONTRACT ALONG WITH ANY NECESSARY MDOT RELATED PAPERWORK AND A MOU WITH MSU AND OKTIBBEHA COUNTY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval of accepting the \$400,000 in Federal Transportation Alternatives (TA) Program funds to construct the intersection improvements at Spring Street and Highway 12 as proposed for the Spring Street Connector, and authorizing the Mayor to activate the project, execute a preliminary engineering contract along with any necessary MDOT related paperwork and a MOU with MSU and Oktibbeha County” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF ADDING THE MILL, OVERLAY, AND STRIPING OF HOSPITAL RD FROM HIWASSEE TO JACKSON TO THE 2022 CAPITAL IMPROVEMENT PROJECT IN LIEU OF JACKSON ST.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval of adding the mill, overlay, and striping of Hospital Rd from Hiwassee to Jackson to the 2022 Capital Improvement Project in lieu of Jackson St.” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF FISCAL YEAR 2022 BUDGET ADJUSTMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval of Budget Adjustments for fiscal year 9-30-22” is enumerated, this consent item is thereby approved.

Budget Adjustments - Fiscal Year 9/30/22

Account	Code	Debit	Credit
ATMOS Energy Gas Revenue	001-000-206-107		20,000.00
Demo and House Moving	001-000-223-026		1,000.00
Building Permits	001-000-222-020		35,000.00
Rental Unit Registrations	001-000-223-017		50,000.00
Electric Inspections	001-000-223-022		35,000.00
Police/Dispatcher School Reimbursements	001-000-254-069		15,000.00
Mayor’s Youth Council Donation	001-000-254-094		5,000.00
U S Marshall Reimbursement	001-000-230-027		5,500.00
Project PEACE Grant	001-000-250-620		5,000.00
Police Misc Revenue	001-000-363-634		2,000.00
Salary Reimb – Stk Utilities	001-000-350-619		25,000.00
Info Tech, KRONOS Reimb – Utilities	001-000-350-620		50,000.00
Park Mobile Revenue	001-000-350-621		5,000.00
Insurance Claims / Misc Reimb.	001-000-354-615		55,000.00
Sale of Cemetery Plots	001-000-392-950		1,000.00
Transfer in from Parks 2%	001-000-380-065	150,000.00	
Transfer in from Parks Bond	001-000-380-801	75,000.00	
Court – Contract Services	001-110-600-301	3,000.00	
Financial Audit	001-142-600-301	6,500.00	
Project PEACE Employees	001-191-440-107	20,000.00	
Seatbelt/PTS Grant	001-201-730-067	23,500.00	
JAG “Hot Spot” Grant	001-000-253-069		5,000.00
JAG “5K” Grant	001-000-253-070		5,000.00

JAG "5K" Grant	001-201-730-544	5,000.00	
Police Homeland Security Grant	001-000-230-048		38,600.00
Homeland Security Grant Police Dept	001-201-730-550	38,600.00	
Police Gas & Oil	001-201-525-231	10,000.00	
Police Vehicle Repairs & Maint	001-201-630-360	10,000.00	
Police – Communications	001-201-604-330	10,000.00	
Dispatcher Training	001-245-690-552	2,000.00	
Fire Dept – Gas & Oil	001-261-525-231	10,000.00	
Fire - Vehicle Repairs & Maint	001-261-630-360	10,000.00	
Fire Station 1 upgrades	001-261-740-565	10,000.00	
Fire Station 3 renovations	001-261-740-570	70,000.00	
Civil Defense System – Repairs	001-290-918-805	6,250.00	
Street Dept – Gas & Oil	001-301-525-231	15,000.00	
Street – Construction Materials	001-301-560-270	30,000.00	
Street – New Vehicle	001-301-740-570	27,500.00	
Animal Control – Uniforms	001-360-535-233	500.00	
Animal Control – Supplies	001-360-555-250	500.00	
Municipal Building Maint & Repairs	001-600-901-812	15,000.00	
Middleton Market Payment Correction	001-800-820-874	1,000.00	
Transfer to Airport	001-195-951-953		7,095.00
Hospital/Stark Rd Grant	001-000-246-055	500,000.00	
Hospital/Stark Road Grant	001-600-902-938		500,000.00
Worker's Comp – Police	001-201-491-135	3,700.00	
Worker's Comp – Court	001-110-491-135	700.00	
Worker's Comp – H R	001-180-491-135	255.00	
Worker's Comp – Eng	001-197-491-135	100.00	
Worker's Comp – Fire	001-261-491-135	725.00	
Worker's Comp – Street	001-301-491-135	500.00	
Worker's Comp – Animal Control	001-360-491-135	775.00	
Worker's Comp – Bldg / Code	001-281-491-135	175.00	
Property/Vehicle Ins – Fire	001-261-620-370	5,000.00	
Property/Vehicle Ins – City Hall	001-192-620-370	700.00	
Unrestricted Ending Fund Balance	001-900-990-979		196,785.00
Total		1,061,980.00	1,061,980.00
Drug Education Fund Supplies	002-251-501-200	500.00	
Drug Education Fund Capital Purchases	002-251-918-805		500.00
Total		500.00	500.00
Restricted Fire Rebate Supplies	003-560-501-200	1,500.00	
Restricted Fire Pumper Truck Pymts	003-560-820-874	3,500.00	
MS Fire Rebate Revenue	003-000-254-091		5,000.00
Total		5,000.00	5,000.00
Airport – Property Insurance	015-505-620-370	7,000.00	
Airport – Worker's Comp	015-505-491-135	3,000.00	
Airport – Jet A Purchases	015-505-525-233	50,000.00	
Airport – Grant Matching	015-505-720-805	20,000.00	
Airport – Fuel Sales	015-000-373-647		50,000.00
Airport Ending Balance	015-505-990-990		30,000.00
Airport – MSU	015-000-276-105		14,190.00
Airport – County	015-000-276-115	7,095.00	
Airport - City	015-000-276-111	7,095.00	
Total		94,190.00	94,190.00
Sanitation Fees	022-000-359-627		60,000.00
Prop / Equip Ins – Sanitation	022-322-620-370	500.00	
Unempl Payments	022-322-491-137	8,000.00	
Gas & Oil	022-322-525-231	50,000.00	
Advertising (closed dates)	022-322-610-340	1,500.00	
Total		60,000.00	60,000.00

8. CONSIDERATION TO HIRE COREY HARRY AS A CLOSED-CIRCUIT TELEVISION (CCTV) SEWER MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval to hire Corey Harry as a Closed-Circuit Television (CCTV) Sewer Maintenance Worker” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO HIRE CORIAN SANDERS AS A MAINTENANCE WORKER II IN THE STREET DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval to hire Corian Sanders as a Maintenance Worker II in the Street Department” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE ZACHARY WILLIAMS AS A PART TIME GROUNDS MAINTENANCE WORKER FOR THE AIRPORT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval to hire Zachary Williams as a Grounds Maintenance Worker for the Airport” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE TYUN ROBINSON AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval to hire Tyun Robinson as an Entry Level Firefighter” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE SHANDA BEGNER AND ADEN DODD AS ENTRY LEVEL POLICE OFFICERS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval to hire Shanda Begner and Aden Dodd as Entry Level Police Officers” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF THE PROMOTIONS OF TAURUS YOUNG TO THE RANK OF LIEUTENANT AND MATTHEW SCERBAK TO THE RANK OF SERGEANT IN THE FIRE DEPARTMENT AND AUTHORIZATION TO RETAIN THE CANDIDATES FROM THE PROMOTION PROCESS HELD ON MAY 26-27, 2022, FOR CONSIDERATION TO HIRE ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF SIX MONTHS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the promotions of Taurus Young to the rank of Lieutenant and Matthew Scerbak to the rank of Sergeant in the Starkville Fire Department and to retain the candidates from the promotion process held on May 26-27, 2022, for consideration to hire any additional vacant position due to retirements, terminations, or approved additions to the Starkville Fire Department within a period of six months.” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE EMELIA MONTGOMERY AS AN ACCOUNTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval to hire Emelia Montgomery as an accountant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE LADRECUS TUCKER AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval to hire Ladrecus Tucker as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE WILLIAM ALFORD AS A SYSTEM ADMINISTRATOR II IN THE INFORMATION TECHNOLOGY DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval to hire William Alford as a System Administrator II in the Information Technology Department.” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF THE PURCHASE OF PROFESSIONAL SERVICES BLOCK HOURS WITH GARNER COMPUTERS IN THE AMOUNT OF \$6,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval of the purchase of professional services block hours with Garner Computers in the amount of \$6000.00” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO EXECUTE CHANGE ORDERS NUMBER 2 WITH SOUTHERN ELECTRIC AND NUMBER 6 WITH T & M STEEL WHICH WILL RESULT IN THE AMOUNT OF \$254,628.00 TO BE PAID WITH CONTRACT CONTINGENCIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval to execute Change Orders number 2 with Southern Electric and number 6 with T & M Steel which will result in an increased amount of \$254,628.00 to be paid from contingency reserves” is enumerated, this consent item is thereby approved. The change orders follow this page.

19. CONSIDERATION TO ADVERTISE FOR THE PURCHASE OF RESIDENTIAL/REAR LOADER GARBAGE TRUCK CONSISTENT WITH THE ANNEXATION SERVICES AND FACILITY PLAN AGREEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022, Official Agenda, and to accept items for consent, whereby the “approval to advertise for the purchase of Residential/Rear Loader Garbage Truck for the Sanitation & Environmental Services Department. Consistent with services and facility plan agreement” is enumerated, this consent item is thereby approved.

Cornerstone Park - Phase 3 CONTRACT CHANGE ORDER FORM
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CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 6	
OWNER:	City of Starkville	DATE:	6/3/2022
CONTRACTOR:	T & M Steel Erectors, Inc.		

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

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Parking lot and paving repairs		\$252,000.00
2	Full depth repair allowance (in bid)	\$160,600.00	
3	Partial depth repair allowance (in bid)	\$14,400.00	
4	Paving repairs at Maintenance Building		\$21,616.00
5	Dry out, stabilize, prep fill at quads and pavilion		\$37,528.00
6	Additional fill		\$78,750.00
	TOTALS	\$175,000.00	\$389,894.00
	OVERALL TOTAL		\$214,894.00

JUSTIFICATION: Parking lot, paving, grading repairs due to bad site conditions and wet weather.

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$7,417.00
Change Order #2 increased the contract amount by:	\$35,747.00
Change Order #3 increased the contract amount by:	\$7,943.00
Change Order #4 increased the contract amount by:	\$103,120.00
Change Order #5 increased the contract amount by:	\$0.00
Change Order #6 increased the contract amount by:	\$214,894.00
The Contract Total including this change order will be:	\$9,442,185.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
Change Order 2 increased the Contract Completion Date by the following # of days:	"10"
Change Order 3 increased the Contract Completion Date by the following # of days:	"28"
Change Order 4 increased the Contract Completion Date by the following # of days:	"21"
Change Order 5 increased the Contract Completion Date by the following # of days:	"175"
Change Order 6 increased the Contract Completion Date by the following # of days:	"0"
The new Contract Completion Date will be:	December 31, 2022

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

Requested	<u>David D'Aquila</u> Phase Manager - David D'Aquila	<u>6/10/2022</u> Date
Recommended	<u>Sam Henry</u> Project Manager - Sam Henry	<u>06.10.22</u> Date
Accepted	<u>Tom Sneed</u> Contractor - T & M Steel Erectors, Inc.	<u>6/10/2022</u> Date
Approved	<u>Lynn Spruill</u> City of Starkville Mayor Lynn Spruill	<u>6-8-2022</u> Date

Cornerstone Park Lighting Installation CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Cornerstone Park Lighting Installation	CHANGE ORDER NO. 2	
OWNER:	City of Starkville	DATE:	6/2/2022
CONTRACTOR:	Southern Electric Corporation of MS		

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

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Repair of (2) broken pipes at 'A' Fields		\$4,530.00
2	Repair of (5) broken pipes at 'C' Fields		\$11,155.00
3	Communication pull from T-Ball camera to 'A' Concession		\$3,689.00
4	Power from scoreboards to outfield cameras		\$20,360.00
	TOTALS		\$39,734.00
	OVERALL TOTAL		\$39,734.00

JUSTIFICATION: Repairs to electrical due to damage during construction.

The amount of the Original Contract was:	\$1,809,397.14
Change Order #1 increased the contract amount by:	\$368,460.00
Change Order #2 increased the contract amount by:	\$39,734.00
The Contract Total including this change order will be:	\$2,177,857.14

The Original Contract Completion Date was:	November 30, 2021
Change Order 1 increased the Contract Completion Date by the following # of days:	"42"
The new Contract Completion Date will be:	January 11, 2022

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

Requested	<u>David D'Aquila</u> Phase Manager - David D'Aquila	6/10/2022 Date
Recommended	<u>Sam Henry</u> Project Manager - Sam Henry	06.09.22 Date
Accepted	<u>[Signature]</u> Contractor - Southern Electric Corporation of MS	6/10/2022 Date
Approved	<u>[Signature]</u> City of Starkville Mayor Lynn Spruill	6-8-2022 Date

20. CONSIDERATION FOR STARKVILLE UTILITIES TO PURCHASE THE TWO (2) EXISTING CHARGEPOINT ELECTRIC VEHICLE CHARGING STATIONS FROM SEVEN STATES POWER CORPORATION IN THE AMOUNT OF \$7,290.00 PLUS A 5-YEAR ANNUAL REOCCURRING FEE FOR NETWORK ACCESS AND STATION WARRANTY IN THE AMOUNT OF \$2,156.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to purchase the two (2) existing ChargePoint electric vehicle charging stations from Seven States Power Corporation in the amount of \$7,290.00 plus a 5-year annual reoccurring fee for network access and station warranty in the amount of \$2,156.00” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO PURCHASE A 6” WATER METER SET UP FROM CENTRAL PIPE SUPPLY INC., THE SOLE AUTHORIZED DEALER OF BADGER METER PRODUCTS FOR THIS REGION IN THE AMOUNT OF \$5,040.00 FOR THE CHANDLER PARKS METER CONSOLIDATION PROJECT UPON PAYMENT BY THE CONTRACTOR FOR METER PURCHASE AND TAP INSTALLATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 6” water meter set up from Central Pipe Supply Inc., the sole proprietor of Badger meters in Mississippi which are the only meters that work with the current AMI system, in the amount of \$5,040.00 for the Chandler Parks meter consolidation project upon payment by the contractor for meter purchase and tap installation” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM BRYCE MORGAN FENCING TO INSTALL A BLACK FENCE AROUND THE ACADEMY/SOUTH MONTGOMERY WATER TREATMENT PLANT IN THE AMOUNT OF \$26,900.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Bryce Morgan Fencing to install a black fence around the Academy/South Montgomery water treatment plant in the amount of \$26,900.00” is enumerated, this consent item is thereby approved.

Quotes received: Bryce Morgan - \$26,900.00 and Columbus Fence - \$28,585.00

23. CONSIDERATION TO PURCHASE A MINI EXCAVATOR FOR THE ELECTRIC DIVISION FROM BOBCAT VIA A STATE-APPROVED CONTRACT (SOURCEWELL) IN THE AMOUNT OF \$46,601.24.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase a mini excavator for the electric division from Bobcat via a state-approved contract (Sourcewell) in the amount of \$46,601.24, the lower quote” is enumerated, this consent item is thereby approved.

Quotes received: Bobcat - \$46,601.24, Kubota - \$47,075.25 and CAT - \$59,185.21

24. CONSIDERATION TO PURCHASE A SKID STEER FOR THE ELECTRIC DIVISION FROM BOBCAT VIA A STATE-APPROVED CONTRACT (SOURCEWELL) IN THE AMOUNT OF \$58,640.39.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase a skid steer for the electric division from Bobcat via a state-approved contract (Sourcewell) in the amount of \$58,640.39, the lower quote” is enumerated, this consent item is thereby approved.

Quotes received: Bobcat - \$58,640.39, Kubota - \$59,567.05 and CAT - \$72,054.85

25. CONSIDERATION OF ACCEPTANCE OF THE LOWEST BID FROM SUNCOAST INFRASTRUCTURE INC. FOR THE REHAB OF THE SANITARY SEWER COLLECTION SYSTEM IN THE GREEN OAKS SOUTH SIDE AND ROLLING HILLS NEIGHBORHOODS IN THE AMOUNT OF \$1,616,670.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the June 7, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest bid from Suncoast Infrastructure Inc. for the rehab of the sanitary sewer collection system in the Green Oaks south side and Rolling Hills neighborhoods in the amount of \$1,616,670.00” is enumerated, this consent item is thereby approved.

Bids received: Suncoast Infrastructure	\$1,616,670.00
Insituform Technologies	\$1,788,365.00
Video Industrial Services	\$1,863,170.00

A bid tabulation follows this page.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill noted there would be approximately sixty softball teams in Starkville the following weekend for a tournament. She then introduced new employees Monica Lairy, Municipal Court Clerk and Felisha Arney and Melissa Miller, Deputy Court Clerks.

BOARD OF ALDERMEN COMMENTS:

Alderman Rupp encouraged the community to support Lemonade Day to be held June 11. The program is designed to teach business skills to young people in the community.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted it had been 17 years since he was hit by a car on Louisville Street. He also hoped the proposed new design for Main Street would be safe for pedestrians.

Michael Dunston asked the City to look into water issues where he lives in Oktibbeha Gardens.

Christopher Elsey works at MSU and has worked with Drug Free Grants in the past. He is currently collecting data in the area and asked for assistance from the community

StarkVegas Juneteenth Committee President Frank Nichols discussed upcoming events celebrating and educating the community on the importance of Juneteenth. Tammy Nichols invited everyone to the jazz festival on June 18, 2022, in the Fire Station Park. Rev. Abdural Lee of Bethel Church noted the goal of the events is to bring the community together and show that all can live together in unity and encouraged all to participate in at least one event.

PUBLIC APPEARANCES: None



2022 Starkville Sewer Rehabilitation: Green Oaks and Rolling Hills
Starkville Utilities; Starkville, Mississippi
Garver Project No. 21W10050; Bid Opening: June 7, 2022 @ 10:00a.m.

				Suncoast Infrastructure, Inc.		Insituform Technologies		Video Industrial Services, Inc.	
Item	Description	Bid Qty.	Units	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Mobilization and Demobilization (Not to exceed 5% of the Total Base Bid)	1	LS	\$55,710.00	\$55,710.00	\$85,000.00	\$85,000.00	\$25,000.00	\$25,000.00
2	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$23,000.00	\$23,000.00	\$5.00	\$5.00
3	Bypass Pumping	1	LS	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$5.00	\$5.00
4	Asphalt Street Paving	50	SY	\$120.00	\$6,000.00	\$105.00	\$5,250.00	\$102.50	\$5,125.00
5	Concrete Driveway Repair	50	SY	\$150.00	\$7,500.00	\$130.00	\$6,500.00	\$128.00	\$6,400.00
6	Concrete Curb and Gutter Repair	50	LF	\$55.00	\$2,750.00	\$52.00	\$2,600.00	\$51.25	\$2,562.50
7	Seeding and Mulch	1,000	SY	\$3.50	\$3,500.00	\$3.25	\$3,250.00	\$3.10	\$3,100.00
8	St. Augustine Sprigging	500	SY	\$12.00	\$6,000.00	\$10.50	\$5,250.00	\$10.25	\$5,125.00
9	Tree Removal 6" – 18" Diameter	2	EA	\$2,135.00	\$4,270.00	\$2,000.00	\$4,000.00	\$1,845.00	\$3,690.00
10	Tree Removal Greater than 18" Diameter	2	EA	\$6,520.00	\$13,040.00	\$2,000.00	\$4,000.00	\$5,635.00	\$11,270.00
11	Wood Fence Removal and Replacement	100	LF	\$45.00	\$4,500.00	\$40.00	\$4,000.00	\$41.00	\$4,100.00
12	Chain Link Fence Removal and Replacement	100	LF	\$28.00	\$2,800.00	\$25.00	\$2,500.00	\$26.00	\$2,600.00
13	Pre-Construction CCTV and Cleaning	27,700	LF	\$3.00	\$83,100.00	\$5.75	\$159,275.00	\$4.50	\$124,650.00
14	Point Repair	10	EA	\$4,150.00	\$41,500.00	\$4,000.00	\$40,000.00	\$3,587.50	\$35,875.00
15	Internal Point Repair	25	EA	\$400.00	\$10,000.00	\$350.00	\$8,750.00	\$300.00	\$7,500.00
16	6-inch CIPP	6,450	LF	\$31.50	\$203,175.00	\$34.00	\$219,300.00	\$45.00	\$290,250.00
17	8-inch CIPP	19,900	LF	\$34.00	\$676,600.00	\$37.00	\$736,300.00	\$45.00	\$895,500.00
18	10-inch CIPP	1,350	LF	\$40.00	\$54,000.00	\$45.00	\$60,750.00	\$45.00	\$60,750.00
19	Hydrophilic Chemical Grouting for Service Sealing	10	EA	\$850.00	\$8,500.00	\$1,050.00	\$10,500.00	\$350.00	\$3,500.00
20	Remove and Replace 4 foot. Diameter Manhole (0' to 6' Deep)	1	EA	\$8,895.00	\$8,895.00	\$8,000.00	\$8,000.00	\$7,687.50	\$7,687.50
21	Remove and Replace 4 ft. Diameter Manhole Extra Depth	2	VF	\$475.00	\$950.00	\$425.00	\$850.00	\$410.00	\$820.00
22	Install New 4 foot. Diameter Manhole (0' to 6' Deep)	2	EA	\$8,185.00	\$16,370.00	\$7,275.00	\$14,550.00	\$7,075.00	\$14,150.00
23	Install New 4 ft. Diameter Manhole Extra Depth	1	VF	\$475.00	\$475.00	\$425.00	\$425.00	\$410.00	\$410.00
24	4" Drop Inlet at Manhole	25	EA	\$1,550.00	\$38,750.00	\$1,410.00	\$35,250.00	\$1,450.00	\$36,250.00
25	6" Drop Inlet at Manhole	2	EA	\$2,115.00	\$4,230.00	\$1,785.00	\$3,570.00	\$1,825.00	\$3,650.00
26	8" Drop Inlet at Manhole	2	EA	\$2,680.00	\$5,360.00	\$2,260.00	\$4,520.00	\$2,300.00	\$4,600.00
27	10" Drop Inlet at Manhole	2	EA	\$3,855.00	\$7,710.00	\$3,500.00	\$7,000.00	\$3,600.00	\$7,200.00
28	Manhole Rehabilitation, Raise Rim to Grade	10	EA	\$595.00	\$5,950.00	\$525.00	\$5,250.00	\$512.50	\$5,125.00
29	Manhole Rehabilitation, Install Internal Chimney Seal	1	EA	\$890.00	\$890.00	\$800.00	\$800.00	\$765.00	\$765.00
30	Manhole Rehabilitation, Install Internal Joint Seal	4	EA	\$2,310.00	\$9,240.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00
31	Manhole Rehabilitation, Replace Cover, Frame, and Frame Seal	136	EA	\$1,040.00	\$141,440.00	\$925.00	\$125,800.00	\$900.00	\$122,400.00
32	Manhole Rehabilitation, Reform/Repair Bench	7	EA	\$595.00	\$4,165.00	\$525.00	\$3,675.00	\$515.00	\$3,605.00
33	Manhole Rehabilitation, Cementitious Coating	500	VF	\$210.00	\$105,000.00	\$185.00	\$92,500.00	\$180.00	\$90,000.00
34	Manhole Rehabilitation, Epoxy Coating	110	VF	\$380.00	\$41,800.00	\$400.00	\$44,000.00	\$385.00	\$42,350.00
35	Remove and Replace Existing Pipe with 6" SDR 26 PVC Gravity Sewer	100	LF	\$70.00	\$7,000.00	\$58.00	\$5,800.00	\$60.00	\$6,000.00
36	Remove and Replace Existing Pipe with 8" SDR 26 PVC Gravity Sewer	100	LF	\$75.00	\$7,500.00	\$68.50	\$6,850.00	\$70.00	\$7,000.00
37	Remove and Replace Existing Pipe with 10" SDR 26 PVC Gravity Sewer	100	LF	\$95.00	\$9,500.00	\$84.00	\$8,400.00	\$85.00	\$8,500.00
38	Service Reinstatement on Open Cut Sewer Mains	10	EA	\$850.00	\$8,500.00	\$790.00	\$7,900.00	\$765.00	\$7,650.00
				TOTAL	\$1,616,670.00	TOTAL	\$1,788,365.00	TOTAL	\$1,863,170.00

I certify that these are the correct bids taken for the 2022 Starkville Sewer Rehabilitation: Green Oaks and Rolling Hills project for Starkville Utilities at 10:00am on June 7, 2022.

Trey D. Tidmore, P.E.
Mississippi #30339

PUBLIC HEARING:

PUBLIC HEARING AND CONSIDERATION OF VA 22-08: A REQUEST FOR VARIANCES ON FENCE HEIGHT REQUIREMENTS FOR 217 ROYAL TROON ROAD LOCATED IN COUNTRY CLUB ESTATES SUBDIVISION A SD-2 ZONING DISTRICT.

Daniel Havelin, City Planner, presented an overview of VA 22-08: a request for a variance from fence height requirements for a front yard on a corner lot at 217 Royal Troon Road within the Country Club Estates subdivision. The lot is located on the northwest corner of the intersection of Somerset Road and Royal Troon Road. The applicant is requesting a variance to increase the maximum fence height from 3 ½ feet up to 8 feet within the front yard. The proposed fence would extend approximately 10 feet into the front yard adjacent to Somerset Road and extend from the house to the northern property line.

The applicant, Slade Kraker, was present and available for questions.

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

26. CONSIDERATION OF VA 22-08.

Alderman Rupp offered a motion to approve VA 22-08 based on the materials in the Board packets and presentation by the City Planner. Alderman Brooks seconded the motion and the Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF SE 22-03: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW "MINI-STORAGE" AT 605 S. JACKSON STREET IN A C ZONING DISTRICT.

Daniel Havelin, City Planner, presented SE 22-03: a request for a Special Exception to allow "Mini-Storage" at 605 S. Jackson Street in a C zoning district. The applicant is requesting a special exception to allow for an indoor, climate controlled sixty (60) unit Mini-Storage facility located inside the existing structure at 605 S. Jackson Street. The property is located within a C (Commercial) zoning district. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for "Mini-Storage" in a commercial zoning district. Section 13.3.4 of Unified Development Code also requires that the Special Exception meet the additional standards for that use.

The applicant, Labor Tabor on behalf of L & M Properties, was present and available for questions.

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

27. CONSIDERATION OF SE 22-03.

Alderman Carver offered a motion to approve SE 22-03 based on the materials in the Board packets and presentation by the City Planner. Alderman Sistrunk seconded the motion and the Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF SE 22-04: A REQUEST FOR A SPECIAL EXCEPTION TO DEVIATE FROM REQUIREMENTS FOR "SPECIAL EVENT FACILITIES" AT 525 ACADEMY ROAD IN A CN ZONING DISTRICT.

Daniel Havelin, City Planner, presented SE 22-04: a request from Grace Presbyterian Church, for a special exception to allow for deviation from setback requirements for Special Event Facilities at 525 Academy Road. The property is located within a CN (Commercial Neighborhood) zoning district. The applicant is requesting a reduction in the required set back from fifty (50) feet to thirty (30) feet.

Rev. Seth Starkey was present and available for questions.

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

28. CONSIDERATION OF SE 22-04.

Alderman Vaughn offered a motion to approve SE 22-04, based on the materials in the Board packets and presentation by the City Planner, with the condition that a buffer of fencing and landscaping be included. Alderman Carver seconded the motion and the Board voted as follows:

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

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

29. CONSIDERATION OF AN AD VALOREM TAX EXEMPTION REQUEST BY GARAN MANUFACTURING CORP.

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

1. Garan Manufacturing Corp. (“Garan”) is a corporation organized in Delaware, qualified to do business in Mississippi, and is currently engaged in business activities in the City;
2. Garan has negotiated in good faith with the Mayor and Board of Aldermen of the City seeking an ad valorem tax exemption authorized by Miss. Code Ann. §27-31-101 *et seq.*;
3. In 2021, Garan completed the construction and equipping of, and is now operating, a manufacturing and warehouse facility for the production, processing, storage and distribution of apparel samples, designs, patterns, and accessories (the “New Facility”) located in the North Star Industrial Park at 100 Jack Wallace Road, Starkville, MS 39759, within the City;
4. Prior to completing and moving into the New Facility, Garan previously operated for more than 50 years at a manufacturing and warehouse facility located at 601 Highway 12 W, Starkville, MS 39759 (the “Prior Facility”);
5. The New Facility qualifies as a manufacturing or other industrial enterprise of public utility within the meaning of Miss. Code Ann. §27-31-101 and related statutes;
6. In 2021, construction of the New Facility was completed, and additional furniture, fixtures, equipment and other personal property (i.e., personal property other than that transferred from the Prior Facility to the New Facility) was acquired and placed into service at the New Facility;
7. The New Facility currently provides employment for 108 people;
8. Garan seeks exemption of ad valorem taxation (except school district taxes and mandated levies pursuant to Miss. Code Ann. §27-39-329) of all real and tangible personal property (other than tagged over-the-road motor vehicles and any tangible property transferred from the Old Facility to the New Facility) associated with the New Facility that is used in the operation of the New Facility, and that was further described on Exhibit “A” to Garan’s application for ad valorem tax exemption;
9. The true value of all New Property is comprised of: (1) \$1,440,539.41, which is the original cost of the tangible personal property, (b) \$5,934,065.00, which is the original cost of the building and other real property improvements, and (c) the appraised value of the land located at 100 Jack Wallace Road, Starkville, MS 39759 (i.e., Tax Parcel ID 115-21-010.03), which appraised value was most recently determined by the Oktibbeha County Tax Assessor in 2021 to equal \$207,500.00;
10. All the New Property is used in connection with and is necessary for the operation of the New Facility and is currently eligible for exemption pursuant to Miss. Code Ann. §27-31-101 *et. seq.*, (the “Industrial Exemption”) from all City ad valorem taxation, except school district taxes and the mandated levies described in Miss. Code Ann. §27-39-329;

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

SECTION 1. Garan has completed and is operating a manufacturing or other industrial enterprise of public utility with the meaning of Miss. Code Ann. §27-31-101 *et. seq.*;

SECTION 2. The New Property, and the true value shown on Exhibit A and the schedules attached to Garan's application, are used in connection with and are necessary to the operation of the New Facility;

SECTION 3. The New Facility was completed during 2021;

SECTION 4. Garan is allowed an exemption, under Miss. Code Ann. §27-31-101 *et. seq.*, from City ad valorem taxation, except school district taxes and the mandated levies described in Miss. Code Ann. §27-39-329, and is hereby approved for such exemption for a ten (10) year period beginning January 1, 2022, for the New Property;

SECTION 5. The Mayor and Board shall forward Garan's original Application and this Resolution to the Mississippi Department of Revenue for its consideration of the exemption request.

Alderman Sistrunk offered a motion to approve the Ad Valorem Tax Exemption Request by Garan Manufacturing Corp. as described in the above Resolution. Alderman Carver seconded the motion and the Board voted as follows:

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

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

30. CONSIDERATION OF AUTHORIZING THE MAYOR TO ARRANGE AND COORDINATE THE INSTALLATION OF TWO TEST KIOSKS FOR PAY TO PARK DESIGNATED AREAS.

Alderman Brooks offered a motion to authorize the Mayor to arrange and coordinate the installation of two test kiosks for pay to park designated areas for three months, or through the end of MSU football season, whichever comes earlier, commencing upon the return of MSU students for the fall semester. Alderman Beatty seconded the motion and the Board voted as follows:

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

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

31. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of May 31, 2022 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	\$ 284,976.00
Airport Fund	015	88,463.43
Airport - Restricted	016	4,121.00
Sanitation	022	184,612.80
Computer Assessments	107	175.00
Park and Rec Tourism	375	444,110.28
BUILD Grant	377	95.32
Park Bond - 2020	380	553,943.95
Sub Total Before Utilities		1,560,497.78
Utilities Dept.	SED	835,886.55
Total Claims	Total	\$ 1,907,866.37

32. MOTION TO RECESS UNTIL JUNE 21, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, for the Board of Aldermen to recess the meeting until June 21, 2022 @ 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 5th DAY OF JULY, 2022.

D. LYNN SPRUILL, MAYOR

(SEAL)

Attest:

LESA HARDIN, CITY CLERK

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
JUNE 17, 2022 AT 10:00 A.M.**

Be it remembered that the Mayor and Board of Aldermen met in a Special Call Meeting on June 17, 2022 at 10:00 a.m. in the Second Floor Conference Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr., as well as Attorney Chris Latimer and City Clerk Lesa Hardin.

The meeting was properly noticed pursuant to Miss. Code Ann §21-3-21 and a copy of that notice is included in the minutes. The public and media were welcomed and attended.

**NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE - FRIDAY, JUNE 17, 2022 AT 10:00 A.M.**

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972,
AS AMENDED, NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE TO BE HELD IN THE SECOND FLOOR CONFERENCE ROOM OF
STARKVILLE CITY HALL, 110 WEST MAIN STREET
ON FRIDAY, JUNE 17, 2022 AT 10:00 A.M.
STARKVILLE, MISSISSIPPI 39759

The specific subject of the meeting is as follows:

INTERVIEWS FOR THE POSITION OF CITY ENGINEER

Mayor Lynn Spruill read the meeting notice and called the meeting to order. Mayor Spruill then introduced the two candidates, Chris Williams and Cody Burnett. Mr. Williams was invited to interview first, followed by Mr. Burnett.

Following the interviews, Alderman Vaughn offered a motion, seconded by Alderman Brooks, to adjourn the Special Call meeting. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Absent
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 meeting adjourned.

SIGNED AND SEALED THIS THE 17TH DAY OF JUNE, 2022

Attest:

D. LYNN SPRUILL, MAYOR

Lesa Hardin, City Clerk

(SEAL)

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
June 17, 2022**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, June 17, 2022 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Sandra Sistrunk, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn. City Attorney Chris Latimer and City Clerk Lesa Hardin were also present.

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

Leah Kemp presented an overview of the art project through the Bloomberg grant for street murals.

The Mayor and members of the Board discussed items on the upcoming June 21, 2022 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 5th DAY OF JULY, 2022.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, JUNE 17, 2022**

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

The public and media are invited to attend.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525 ext. 3119, in advance for any services requested.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: July 5, 2022
PAGE: 1

SUBJECT: First Public Hearing on the Redistricting plan for the City of Starkville pursuant to the 2020 Census results and the finalization of the Annexation.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board approved using the Golden Triangle Planning and Development District to draw those new ward lines. The Board members have reviewed the proposed changes and are comfortable that all the requirements have been met.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

N/A

CITY OF STARKVILLE WARD DISTRICTS

BENCHMARK 2020

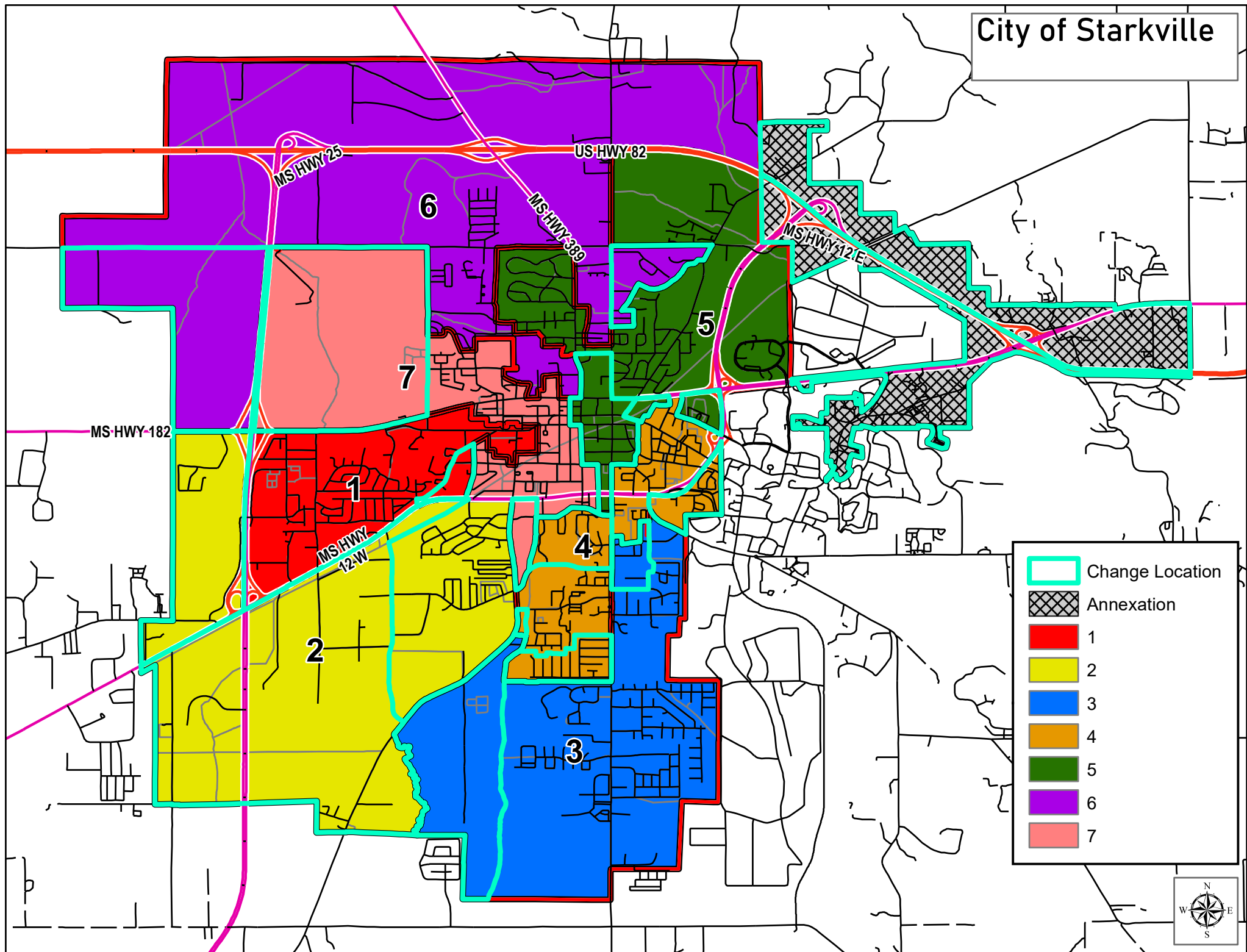
TOTAL POPULATION														VOTING AGE POPULATION										
DIST	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	NEW	TOT18	%	WHT18	%	BLK18	%	OTR18	%	NON-W18	%	NEW
1	3,365	3,688	-323	-8.76	2,237	66.5	771	22.9	357	10.6	1,128	33.5	33.1	2,714	80.65	1,903	70.1	552	20.3	259	9.5	811	29.9	30.1
2	3,298	3,688	-390	-10.57	1,371	41.6	1,592	48.3	335	10.2	1,927	58.4	48.4	2,637	79.96	1,200	45.5	1,174	44.5	263	10.0	1,437	54.5	43.7
3	3,775	3,688	87	2.36	2,496	66.1	797	21.1	482	12.8	1,279	33.9	15.0	2,936	77.77	2,031	69.2	556	18.9	349	11.9	905	30.8	13.0
4	4,185	3,688	497	13.48	3,216	76.8	605	14.5	364	8.7	969	23.2	29.5	3,736	89.27	2,936	78.6	507	13.6	293	7.8	800	21.4	28.1
5	4,866	3,688	1178	31.94	3,280	67.4	1,173	24.1	413	8.5	1,586	32.6	37.4	4,206	86.44	2,906	69.1	950	22.6	350	8.3	1,300	30.9	35.4
6	3,245	3,688	-443	-12.01	847	26.1	2,159	66.5	239	7.4	2,398	73.9	75.3	2,490	76.73	730	29.3	1,569	63.0	191	7.7	1,760	70.7	72.0
7	3,085	3,688	-603	-16.35	1,010	32.7	1,873	60.7	202	6.5	2,075	67.3	70.8	2,428	78.70	877	36.1	1,389	57.2	162	6.7	1,551	63.9	67.4
Total	25,819	*Max Var		48.29	14,457	56.0	8,970	34.7	2,392	9.3	11,362	44.0	44.0	21,147	81.90	12,583	59.5	6,697	31.7	1,867	8.8	8,564	40.5	40.5

*In probability theory and statistics, the **variance** is a measure of how far a set of numbers is spread out. It is one of several descriptors of a probability distribution, describing how far the numbers lie from the mean (expected value).

NEW (Proposed) PLAN 1

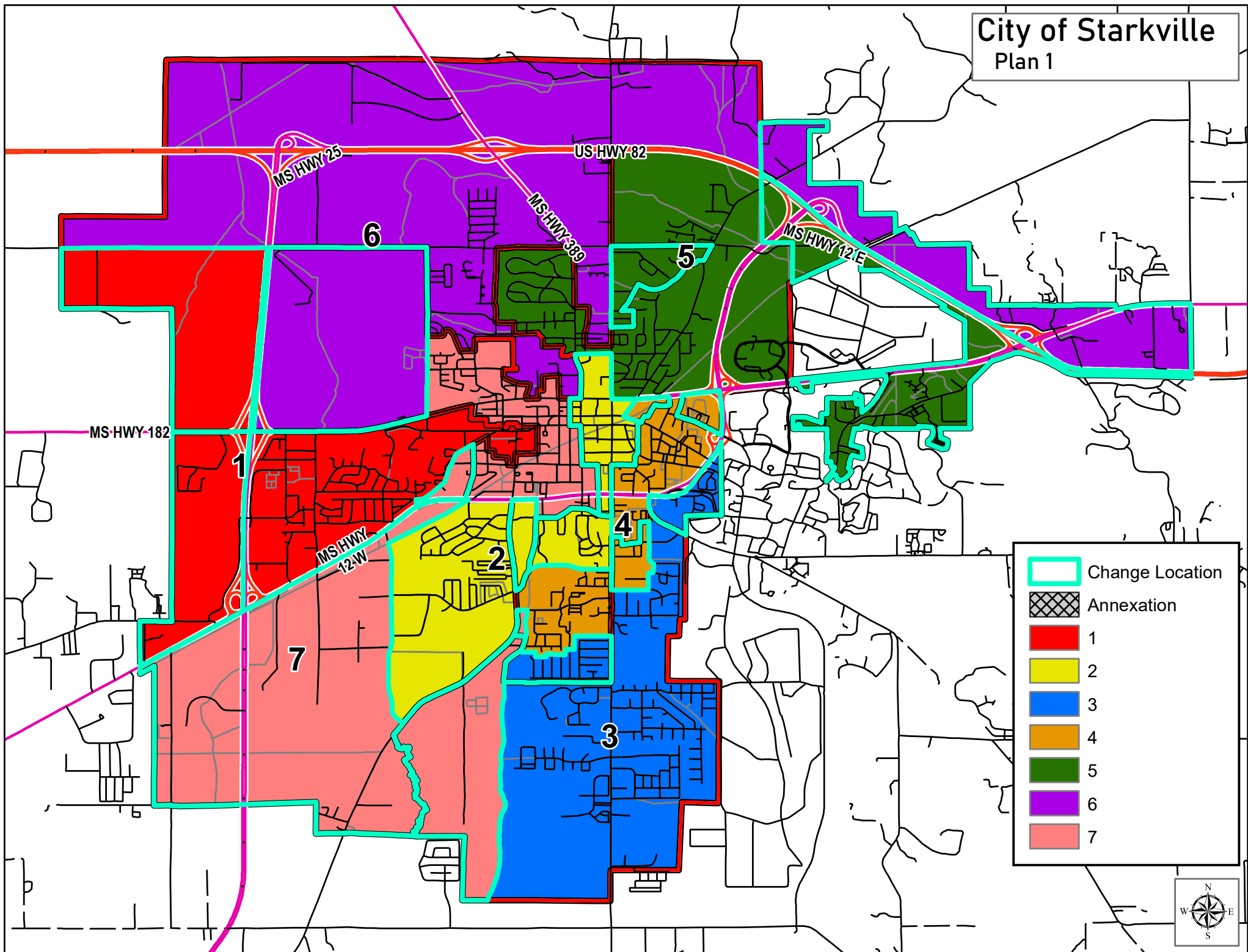
TOTAL POPULATION														VOTING AGE POPULATION										
DIST	TOTAL	IDEAL	DEV	%	WHITE	%	BLACK	%	OTR	%	NON-W	%	OLD	TOT18	%	WHT18	%	BLK18	%	OTR18		NON-W18	%	OLD
1	3,799	3,688	111	3.00	2,542	66.9	873	23.0	384	10.1	1,257	33.1	33.5	3,105	81.73	2,169	69.9	653	21.0	283	9.1	936	30.1	29.9
2	3,733	3,688	45	1.21	1,928	51.6	1,445	38.7	360	9.6	1,805	48.4	58.4	3,026	81.06	1,704	56.3	1,043	34.5	279	9.2	1,322	43.7	54.5
3	3,569	3,688	-119	-3.24	3,034	85.0	107	3.0	428	12.0	535	15.0	33.9	2,868	80.36	2,496	87.0	75	2.6	297	10.4	372	13.0	30.8
4	3,750	3,688	62	1.67	2,642	70.5	715	19.1	393	10.5	1,108	29.5	23.2	3,464	92.37	2,492	71.9	642	18.5	330	9.5	972	28.1	21.4
5	3,791	3,688	103	2.78	2,375	62.6	1,061	28.0	355	9.4	1,416	37.4	32.6	3,165	83.49	2,044	64.6	827	26.1	294	9.3	1,121	35.4	30.9
6	3,565	3,688	-123	-3.35	882	24.7	2,436	68.3	247	6.9	2,683	75.3	73.9	2,647	74.25	742	28.0	1,705	64.4	200	7.6	1,905	72.0	70.7
7	3,612	3,688	-76	-2.07	1,054	29.2	2,333	64.6	225	6.2	2,558	70.8	67.3	2,872	79.51	936	32.6	1,752	61.0	184	6.4	1,936	67.4	63.9
Total	25,819	Max Var		6.34	14,457	56.0	8,970	34.7	2,392	9.3	11,362	44.0	44.0	21,147	81.90	12,583	59.5	6,697	31.7	1,867	8.8	8,564	40.5	40.5

City of Starkville



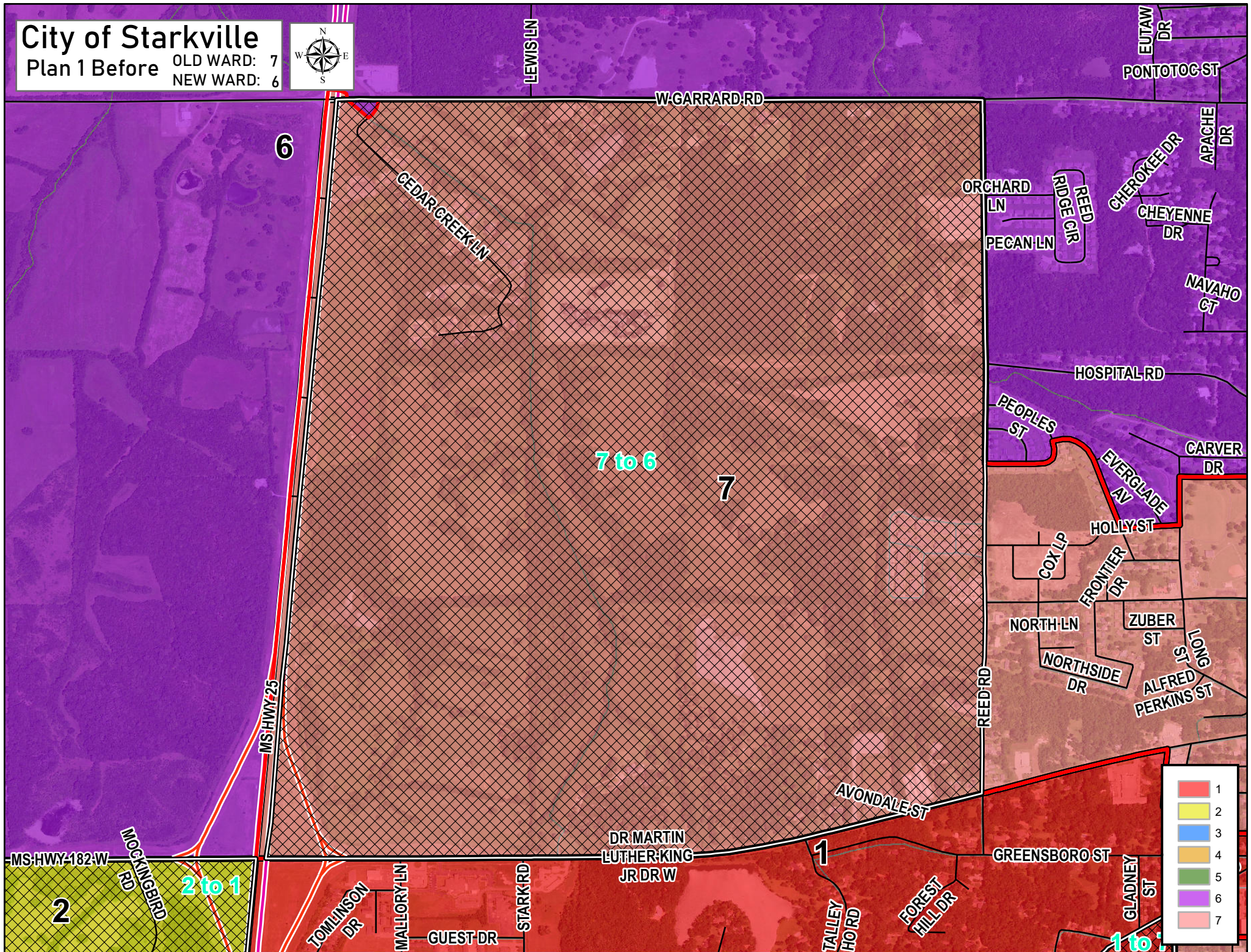
City of Starkville

Plan 1



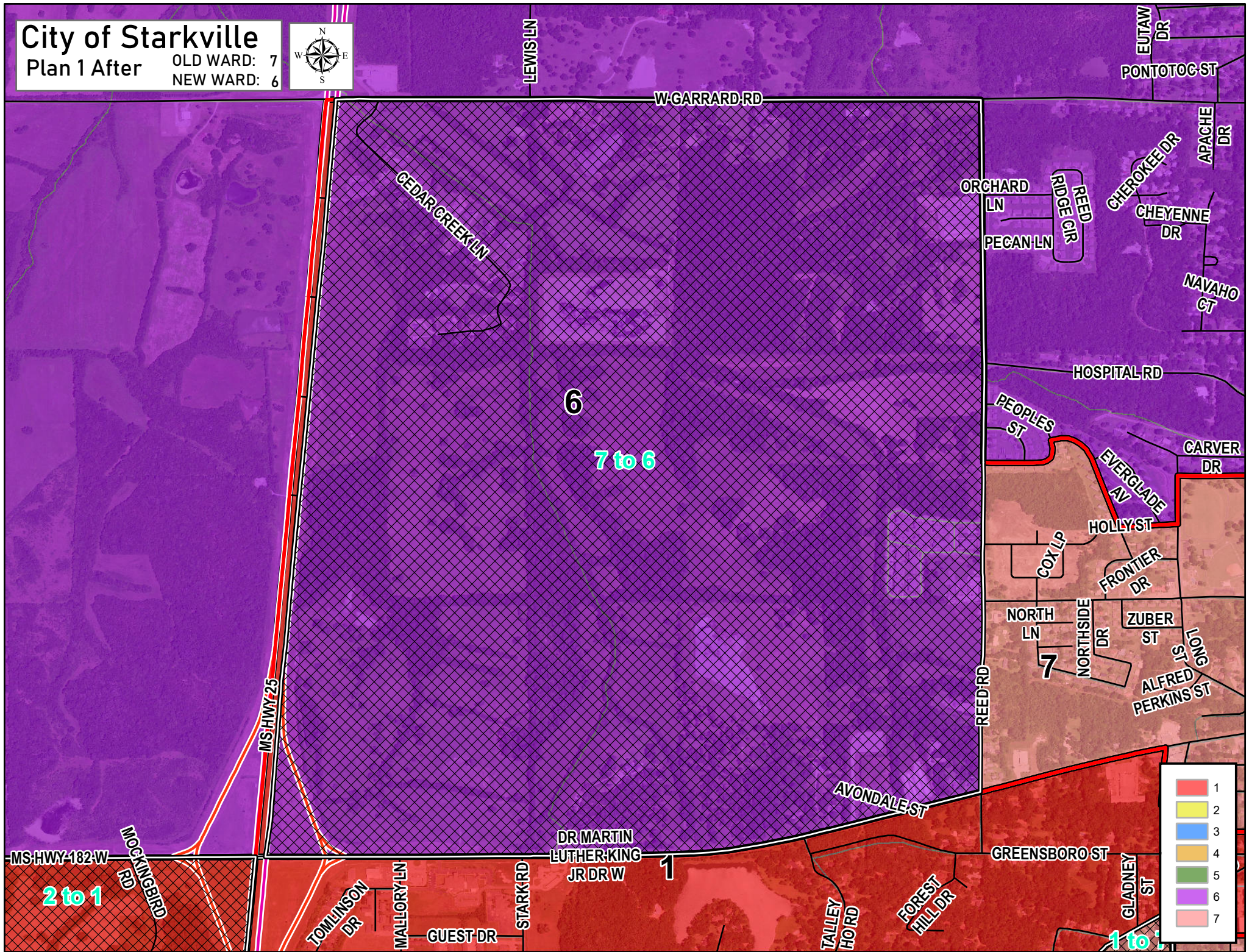
City of Starkville

Plan 1 Before
OLD WARD: 7
NEW WARD: 6



City of Starkville
Plan 1 After

OLD WARD: 7
NEW WARD: 6



Plan 1 Before

OLD WARD: 7
NEW WARD: 2



OLE-ST

MS HWY 12 W

2 to 7

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YELLOW JACKET DR

7 to 2

4 to 2

5 to 2

2

4

FIRST PINE

SECOND PINE

THIRD PINE

FOURTH-PINE

BULLDOG-TRAILER-PARK-DR

MAGNOLIA DR

DANIELS-DR

LOGAN-DR-

HELEN·GIR-

PARK-CIRCLE PL

PARK-CIR-

CAMELLIA-PL

NOBLE DR

CHARLESTON
DR

**GREYSTONE
CT**

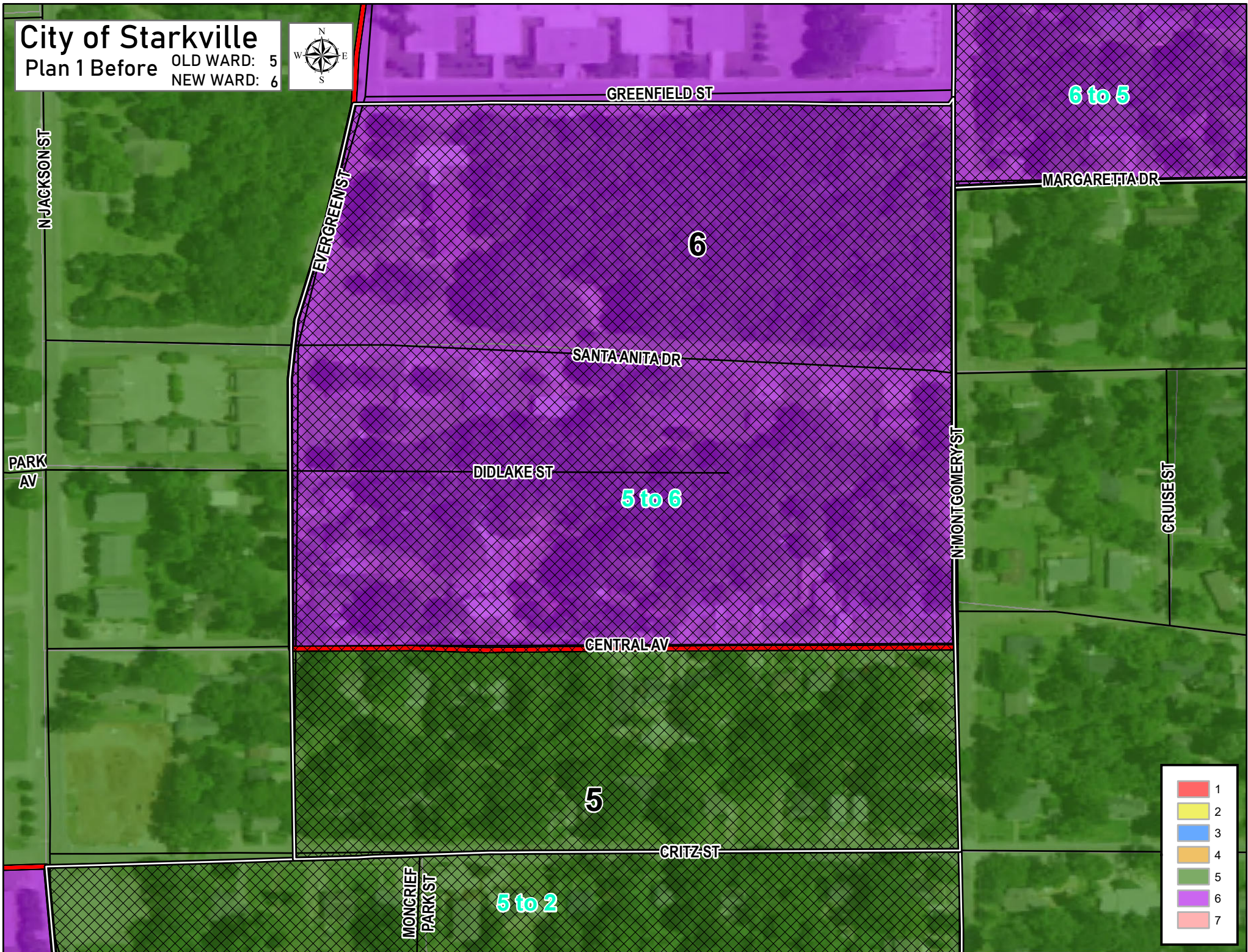
FIELDGATE



City of Starkville

Plan 1 Before

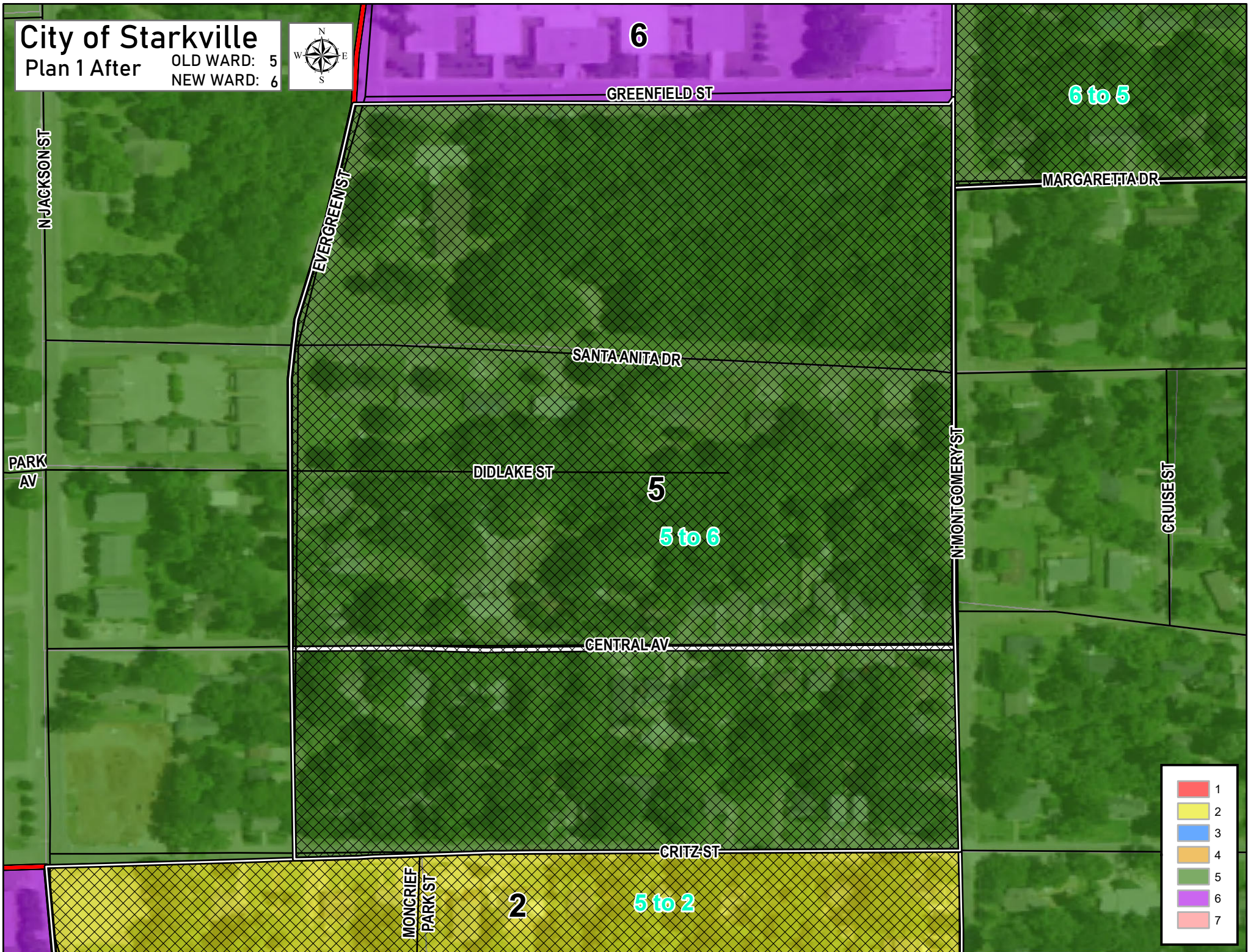
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NEW WARD: 6



City of Starkville

Plan 1 After

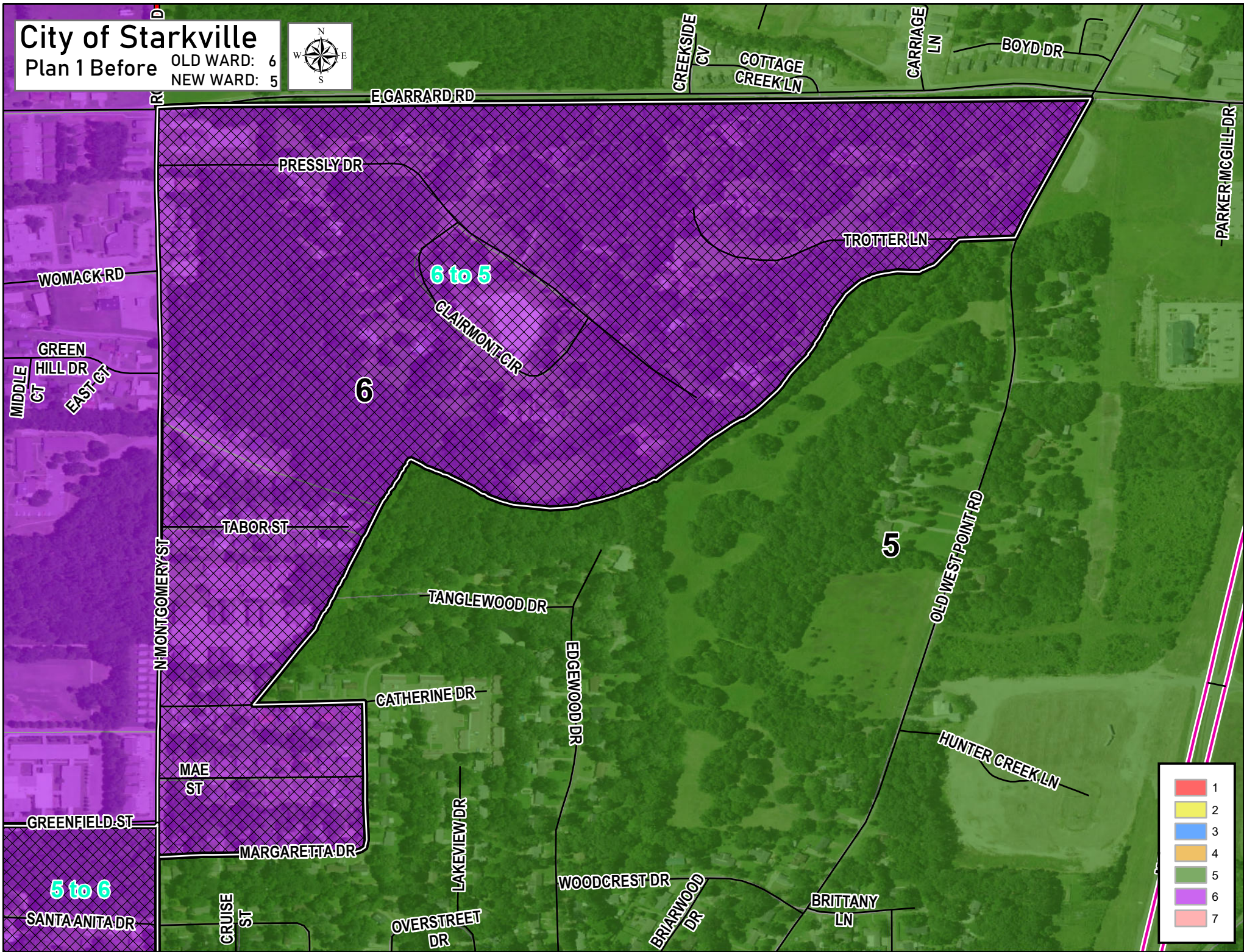
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City of Starkville

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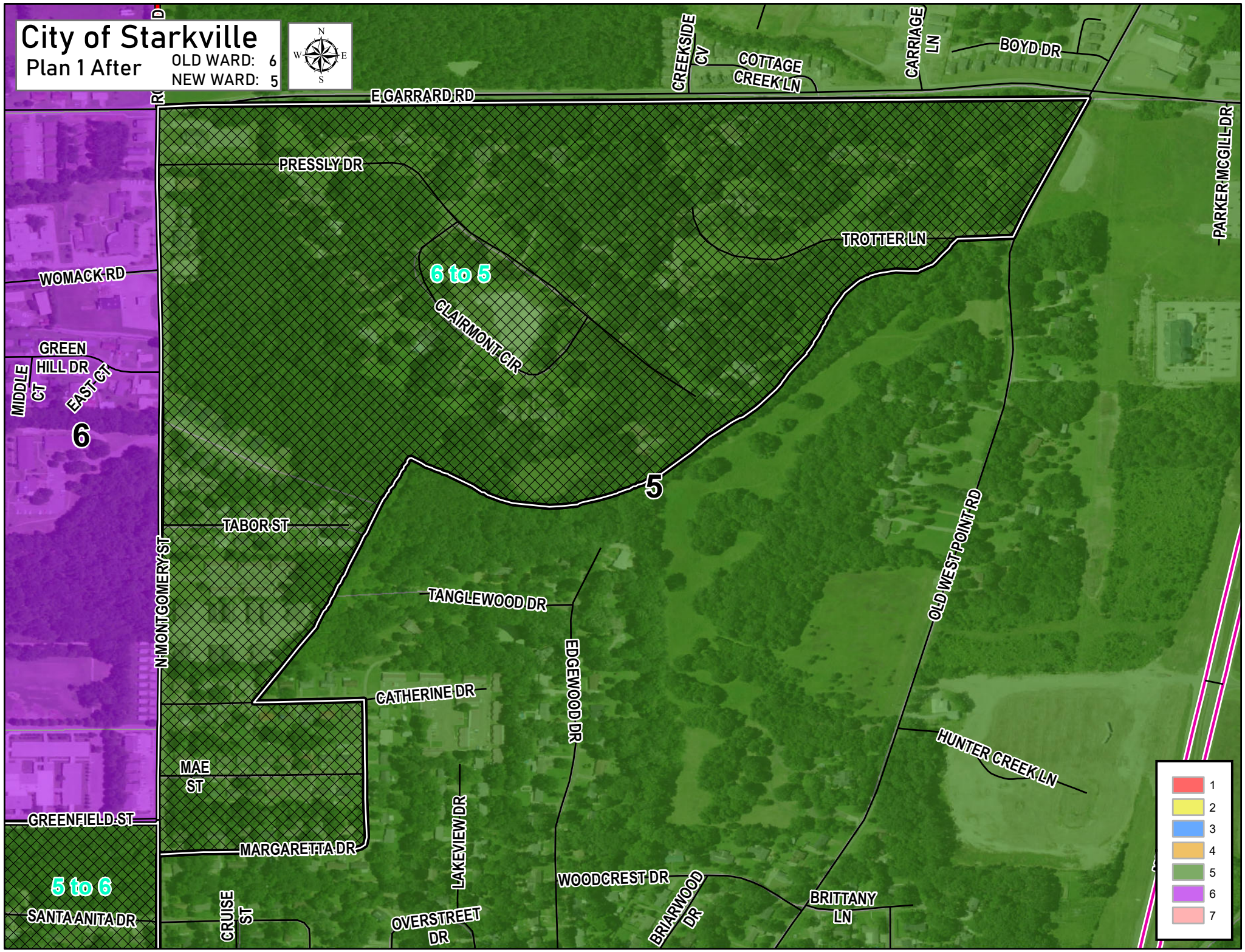
OLD WARD: 6
NEW WARD: 5



City of Starkville

Plan 1 After

OLD WARD: 6
NEW WARD: 5



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City of Starkville

Plan 1 Before

OLD WARD: 5
NEW WARD: 4



CHAPIN ST

HILLSIDE DR

DR MARTIN
LUTHER KING
JRDRE

MS HWY-182

5

5 to 4

OLD WEST POINT RD

HARTNESS ST

UNIVERSITY DR

COLLEGE VIEW ST

4

5 to 2

E LAMPKIN ST

FELLOWSHIP ST

RUSSELL ST

JARNIGAN ST

N NASH ST

ERT ST



City of Starkville

Plan 1 After

OLD WARD: 5
NEW WARD: 4



CHAPIN ST

5

HILLSIDE DR

DR MARTIN
LUTHER KING
JR DR E

MS HWY-182

OLD WEST POINT RD

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HARTNESS ST

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UNIVERSITY DR

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JARNIGAN ST

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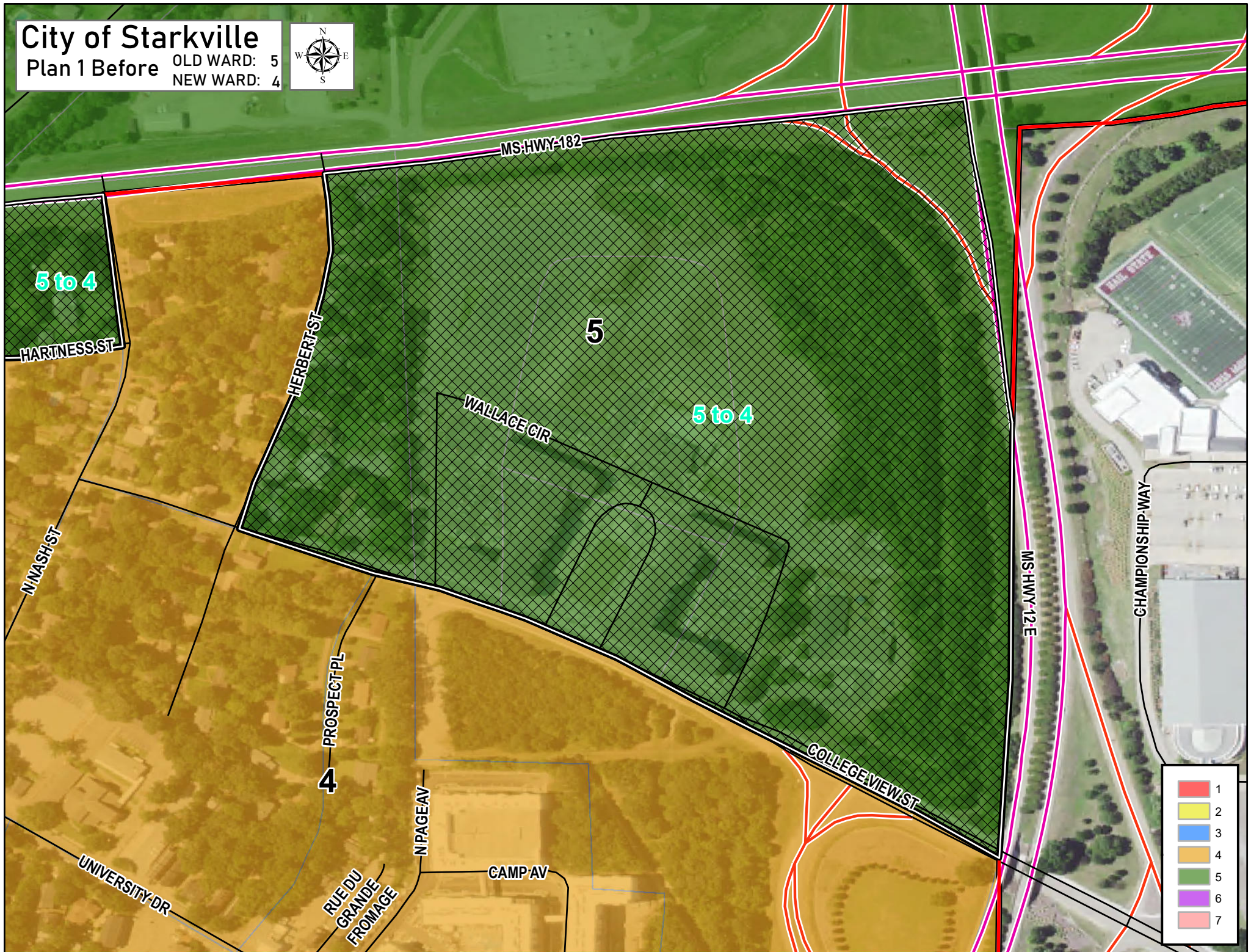
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City of Starkville

Plan 1 Before

OLD WARD: 5
NEW WARD: 4



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City of Starkville

Plan 1 After

OLD WARD: 5
NEW WARD: 4



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HARTNESS ST

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PROSPECT PL

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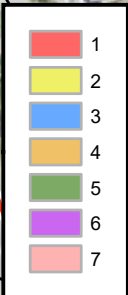
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FROMAGE

UNIVERSITY DR

COLLEGE VIEW ST

MS HWY-12 E

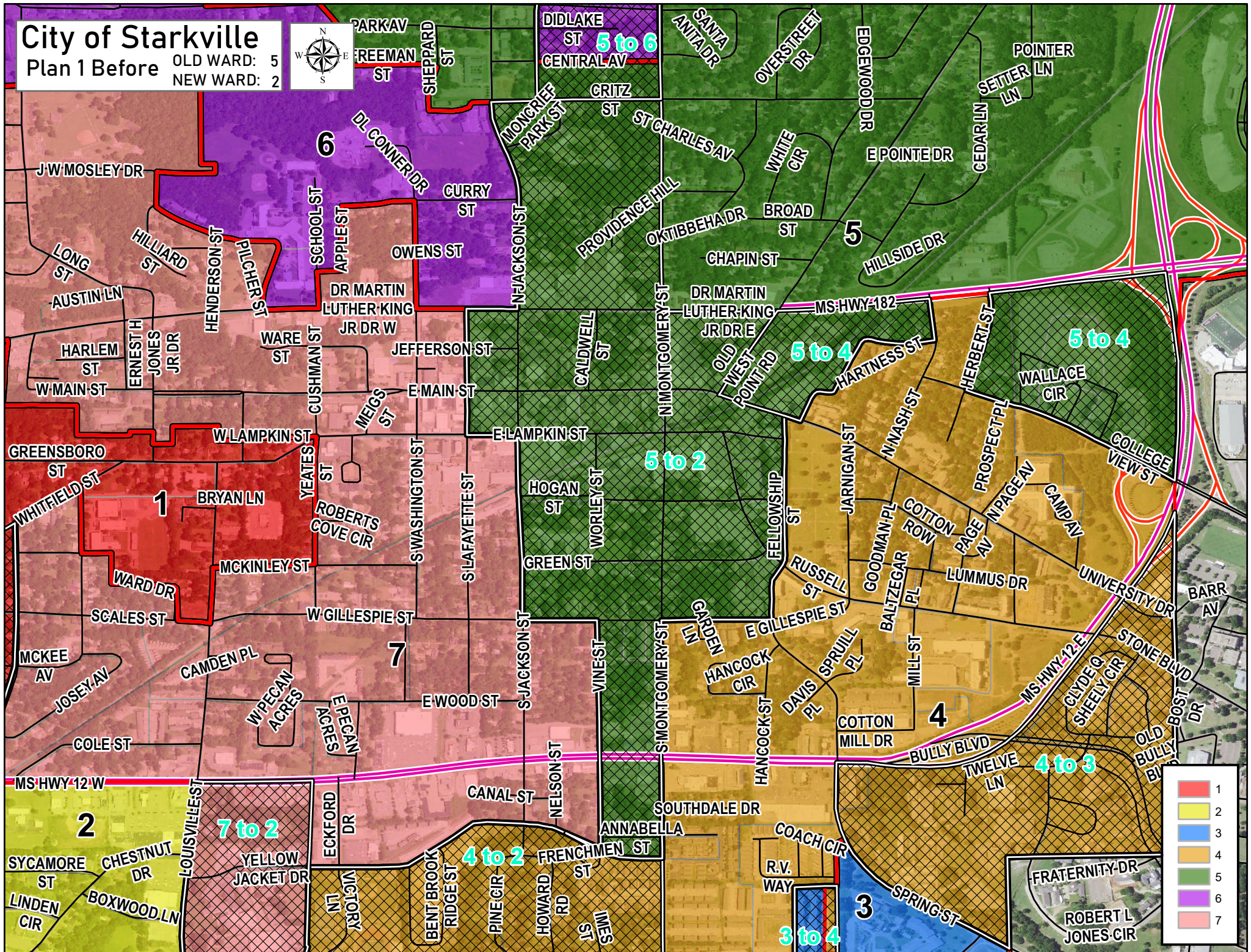
CHAMPIONSHIP WAY



City of Starkville

Plan 1 Before

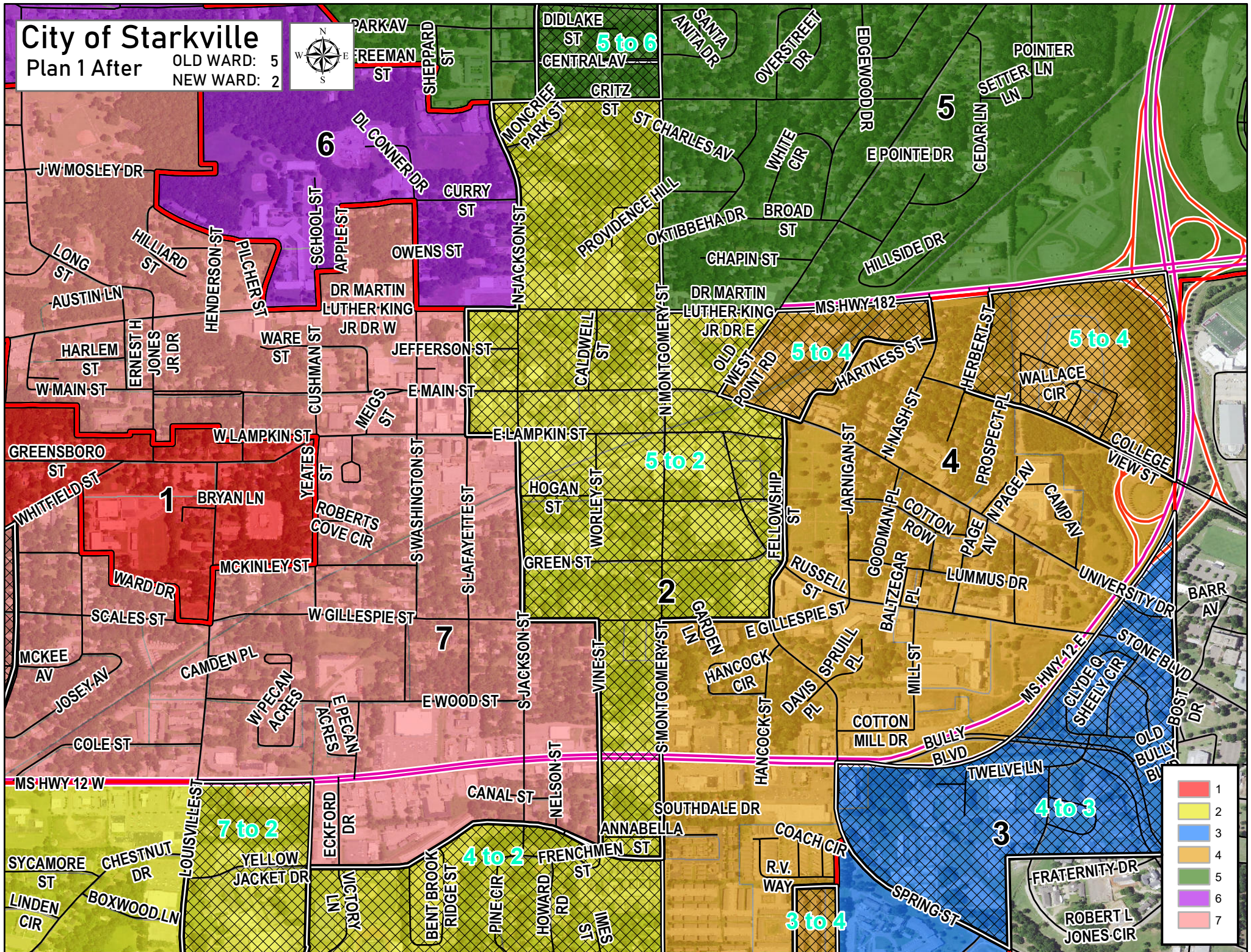
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NEW WARD: 2



City of Starkville

Plan 1 After

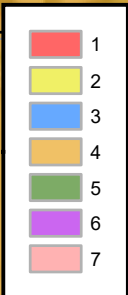
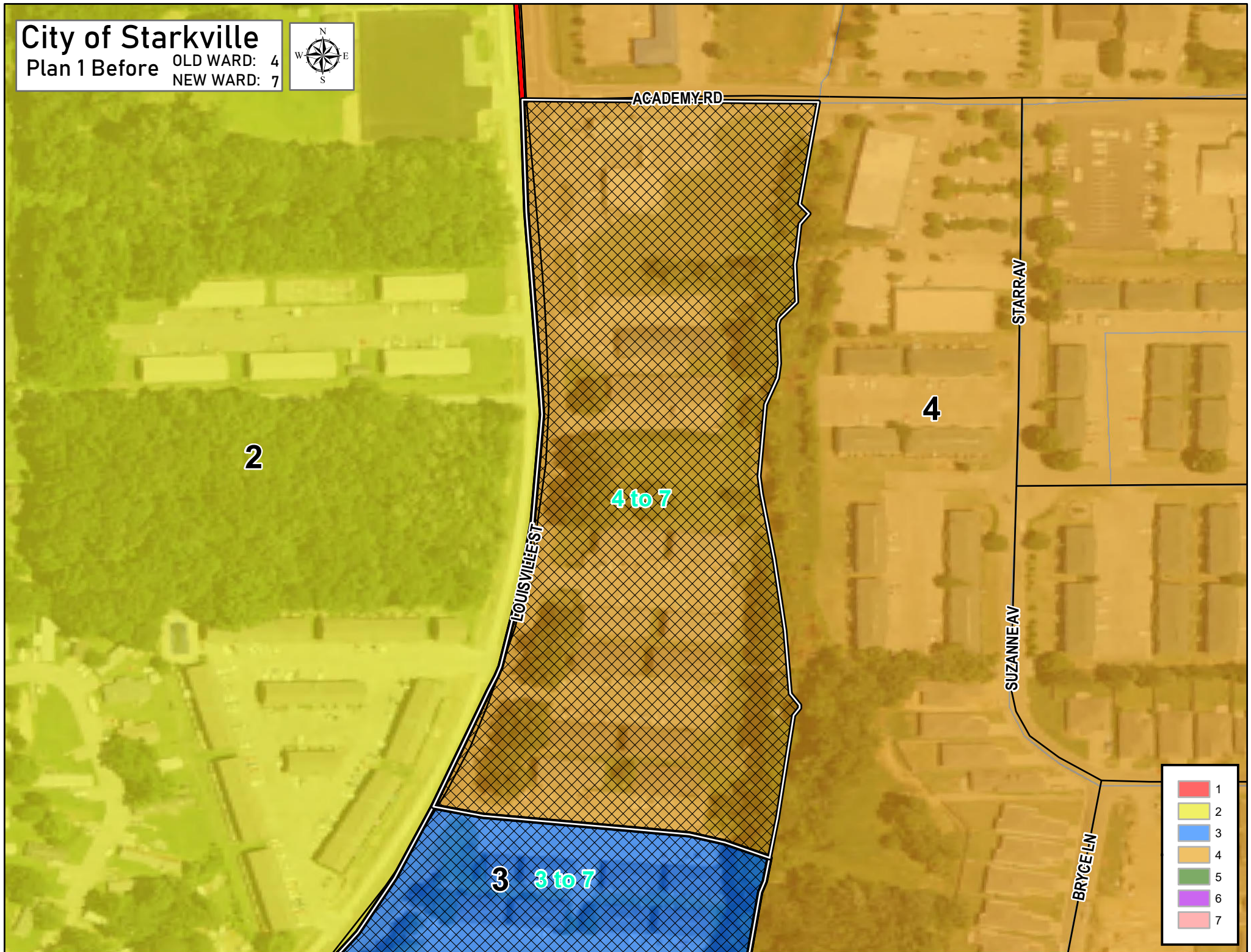
OLD WARD: 5
NEW WARD: 2



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City of Starkville
Plan 1 Before

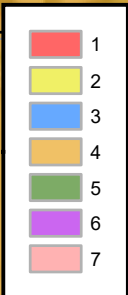
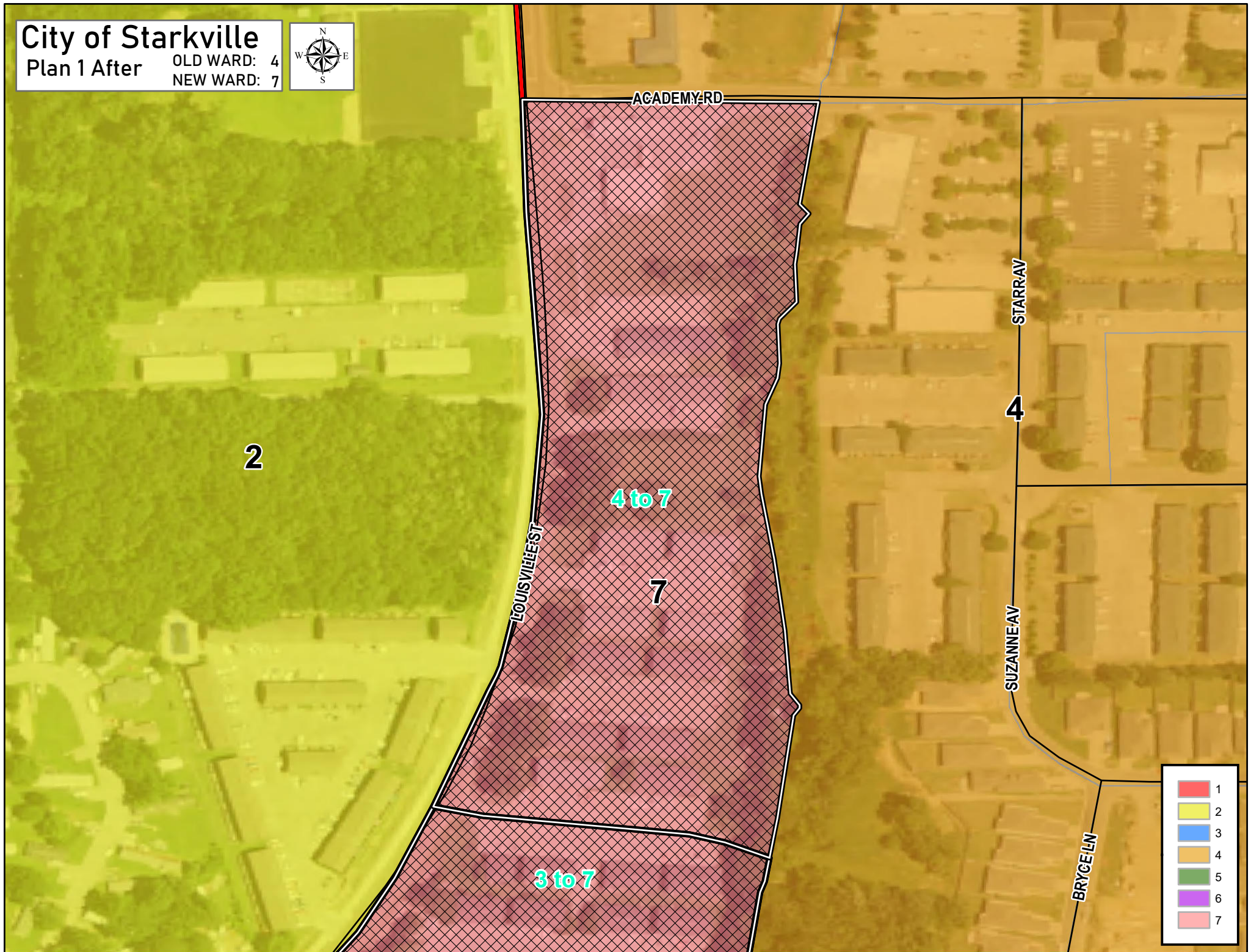
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NEW WARD: 7



City of Starkville

Plan 1 After

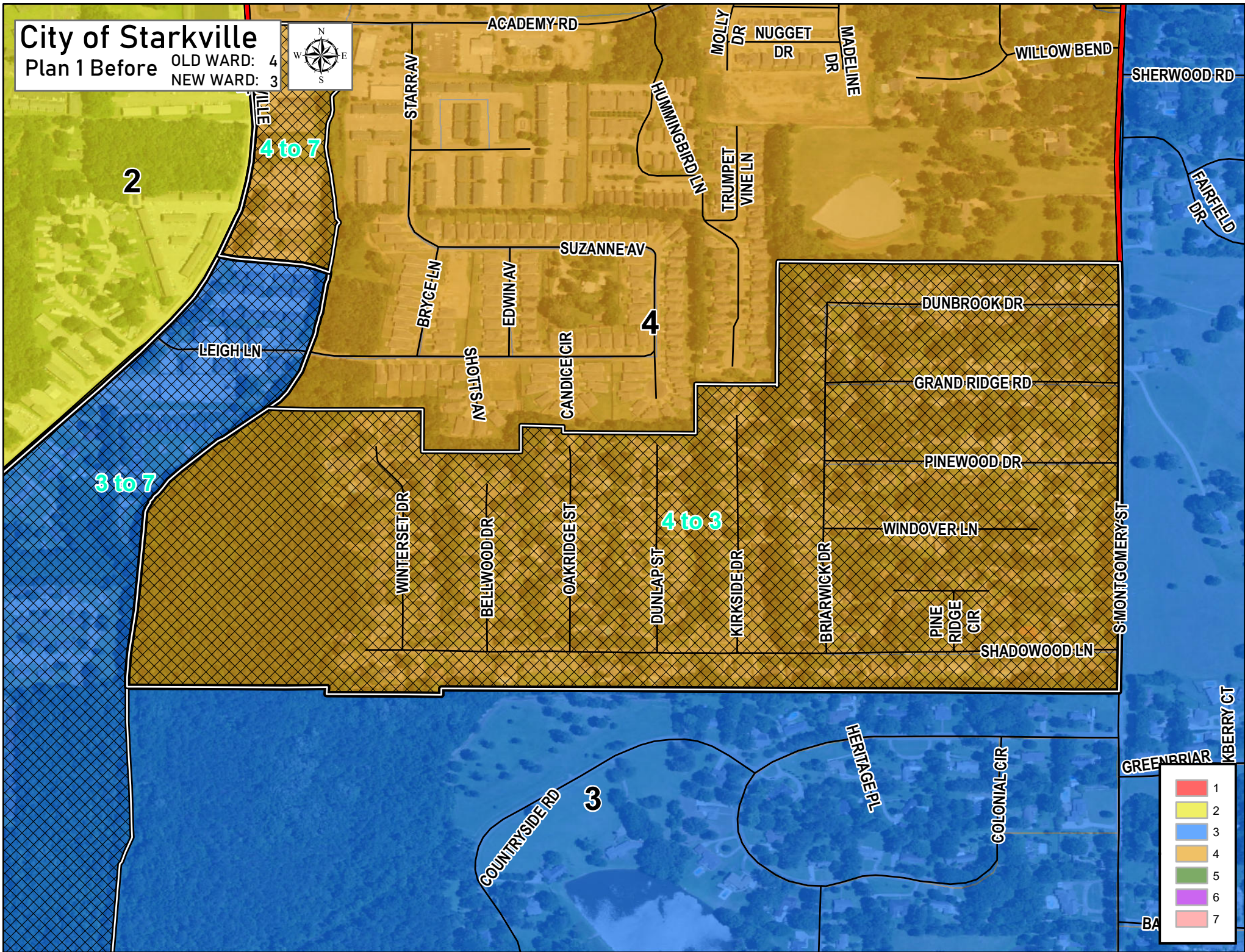
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NEW WARD: 7



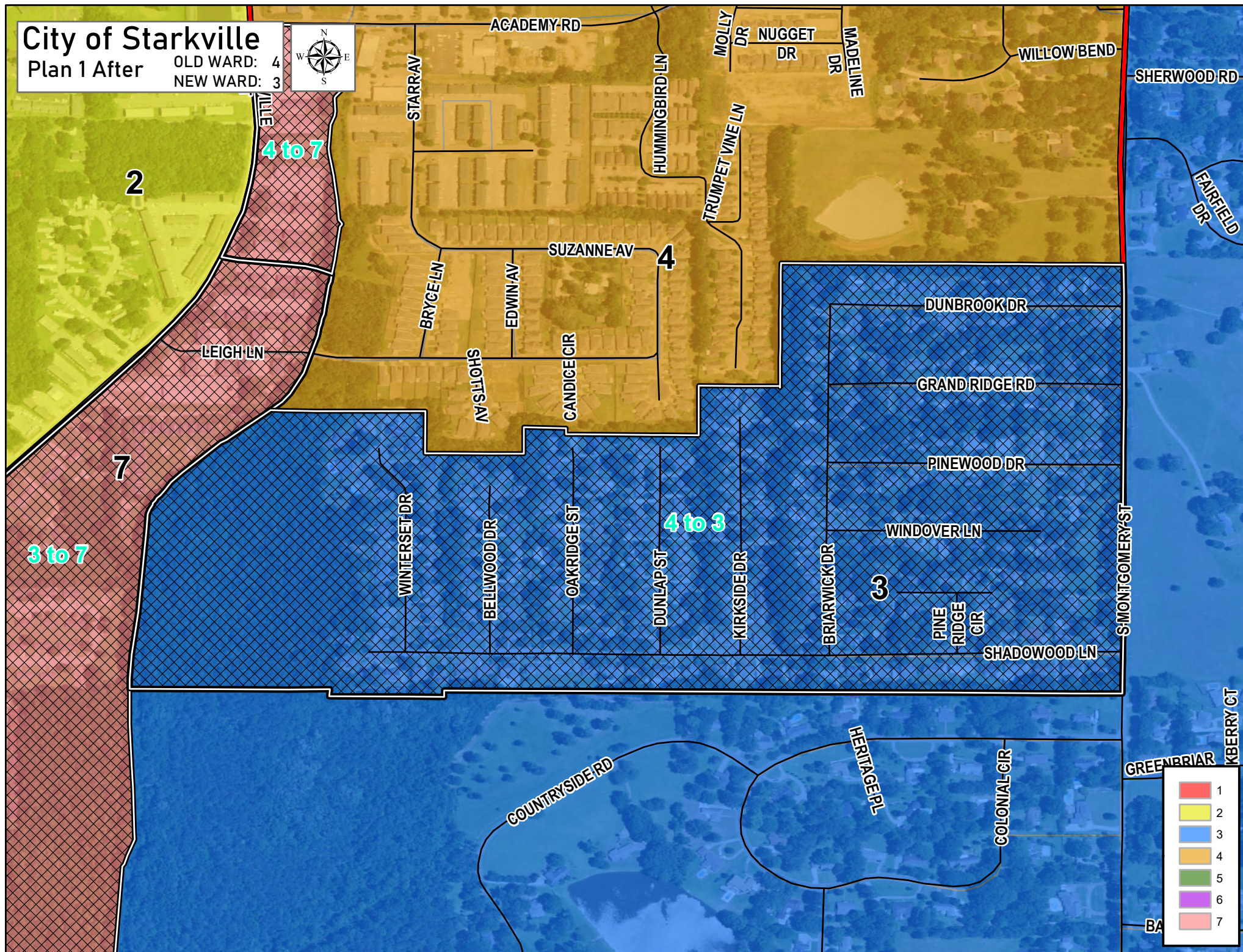
City of Starkville

Plan 1 Before

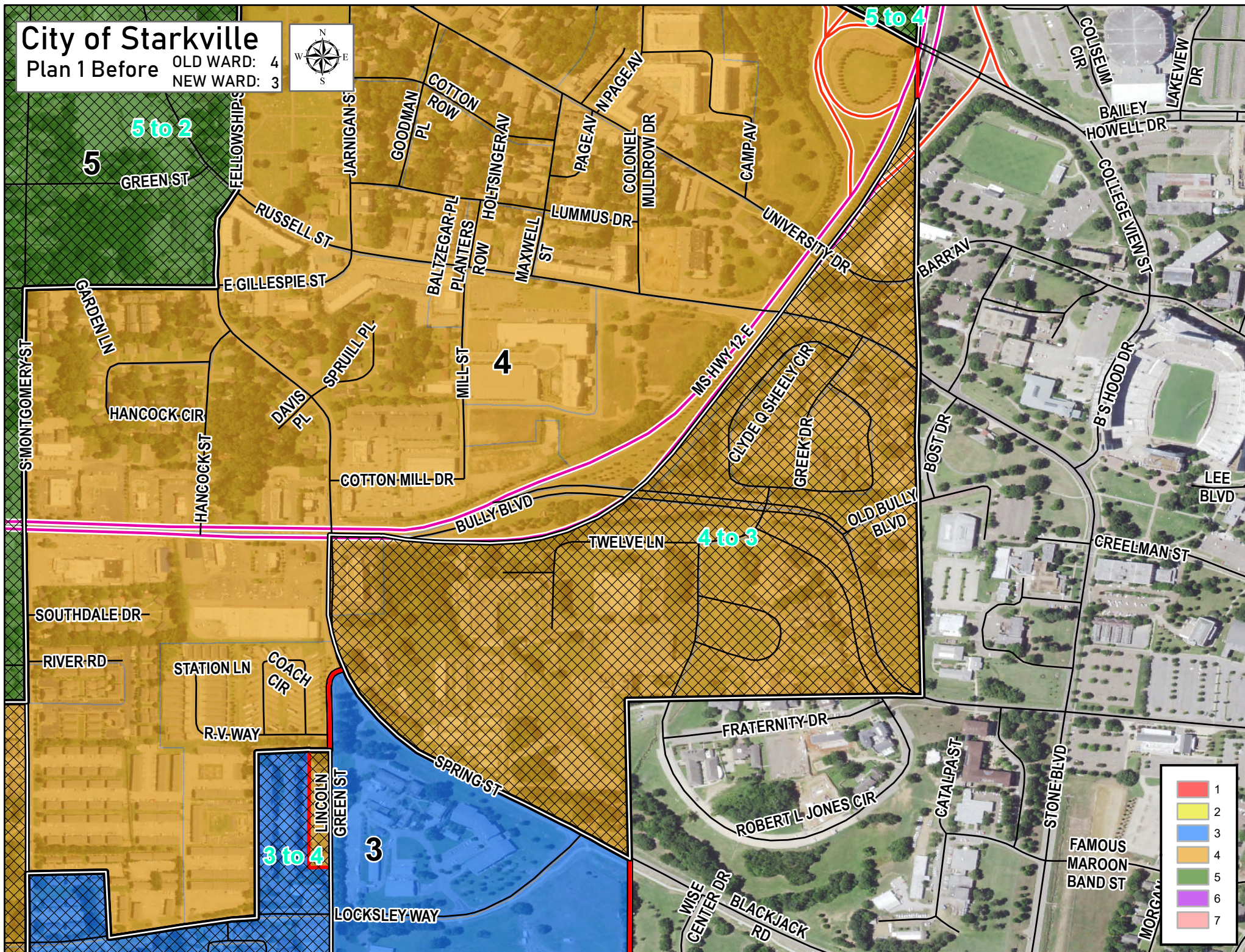
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NEW WARD: 3



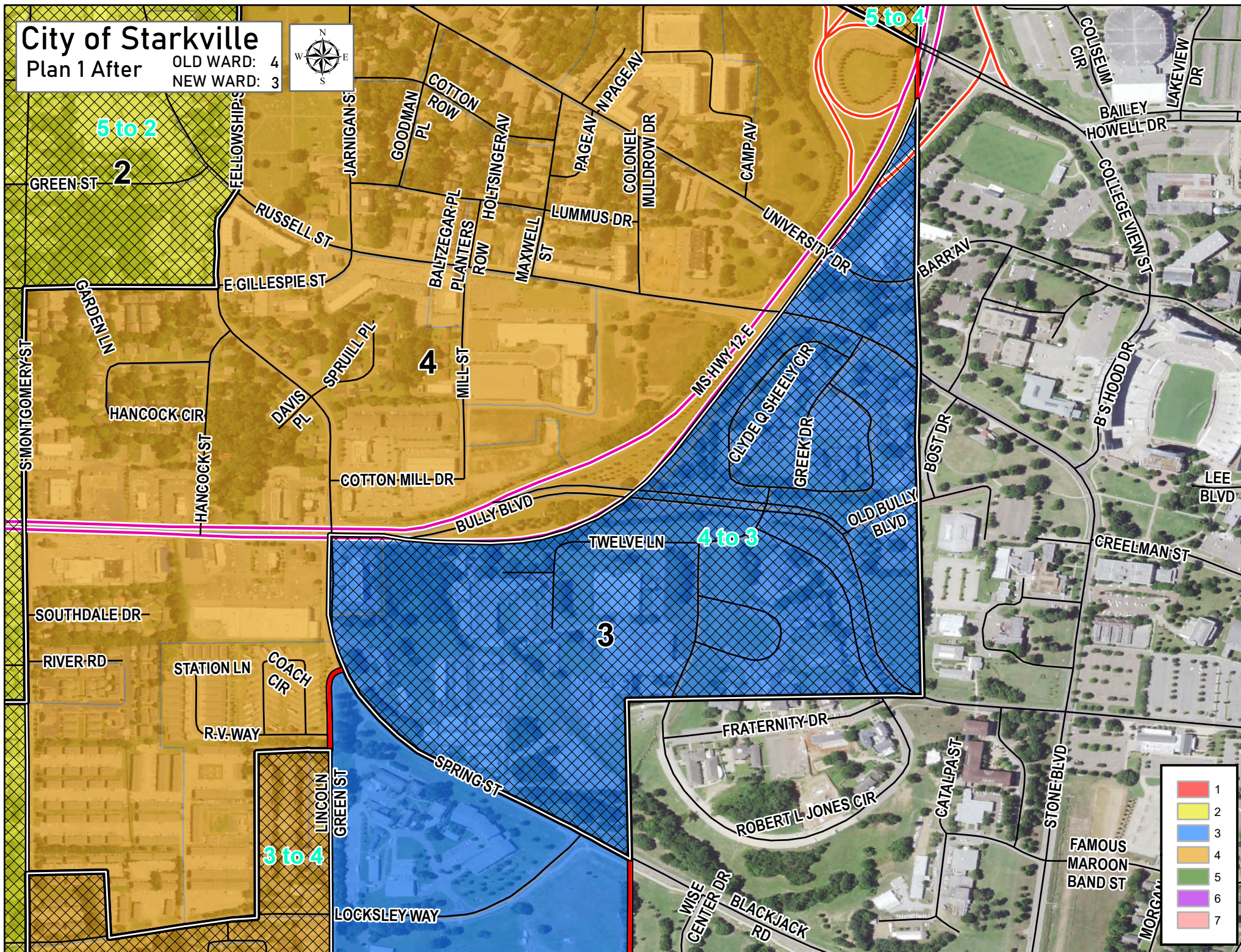
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NEW WARD: 3



Plan 1 Before



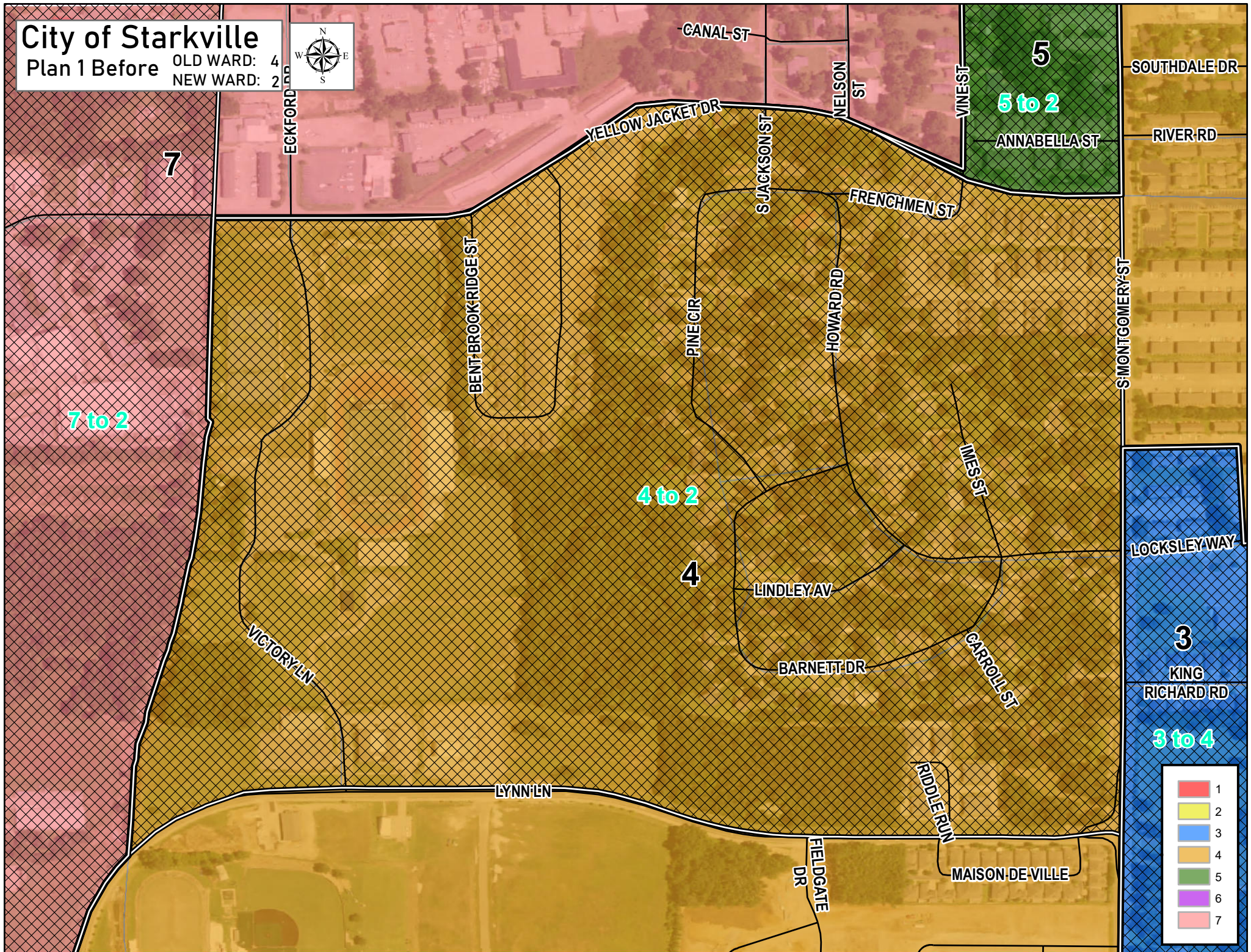
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NEW WARD: 3



City of Starkville

Plan 1 Before

OLD WARD: 4
NEW WARD: 2

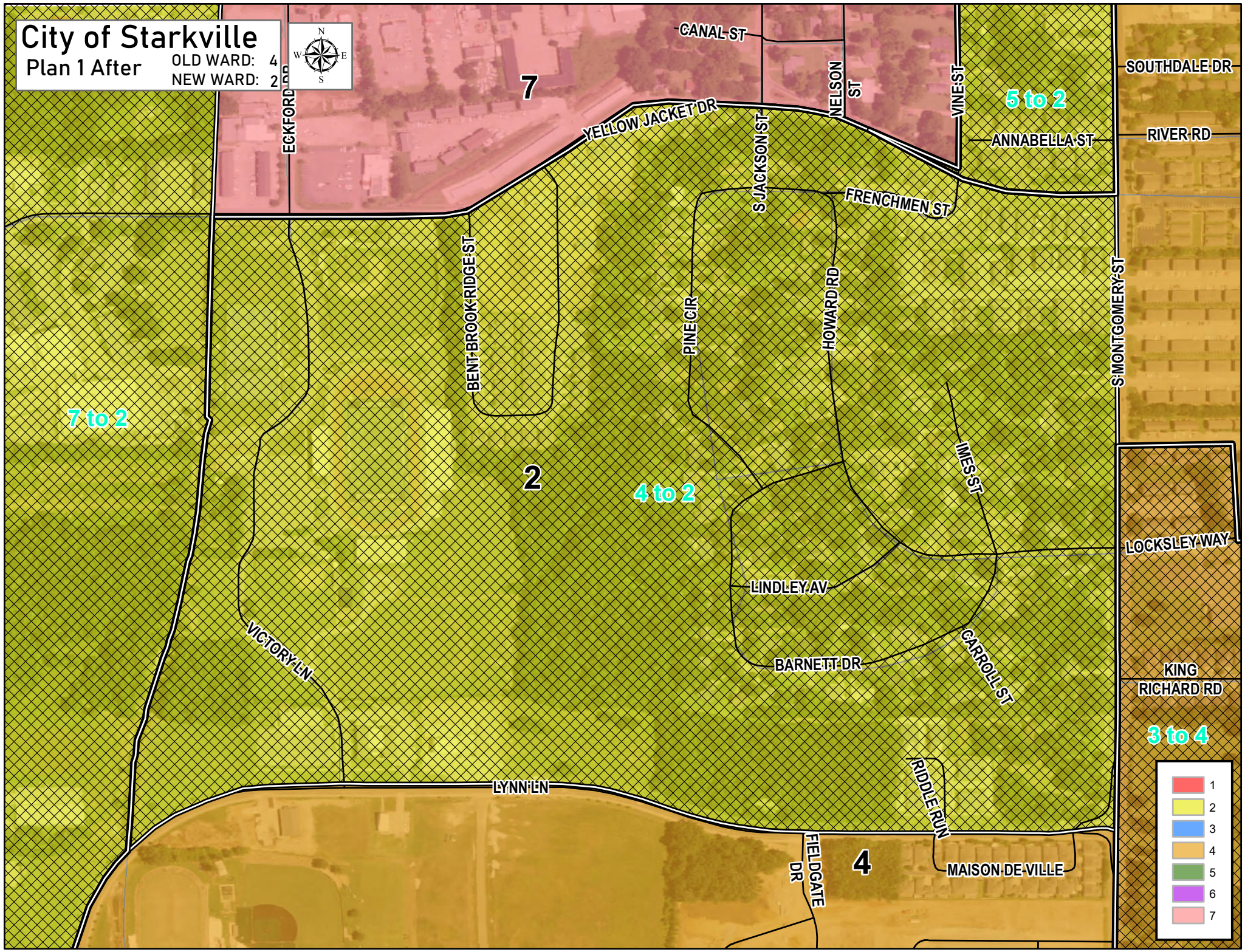


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City of Starkville

Plan 1 After

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NEW WARD: 2

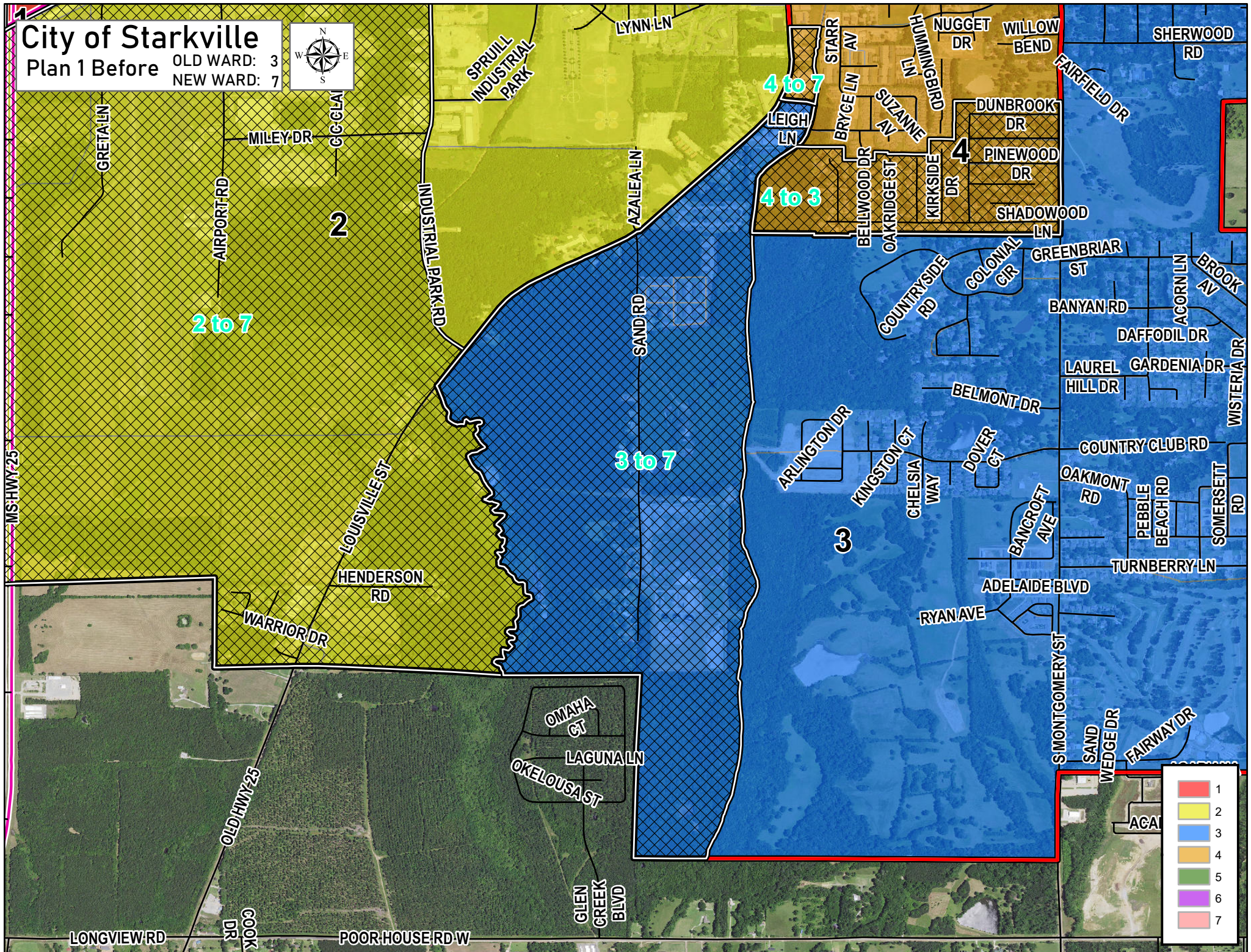


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City of Starkville

Plan 1 Before

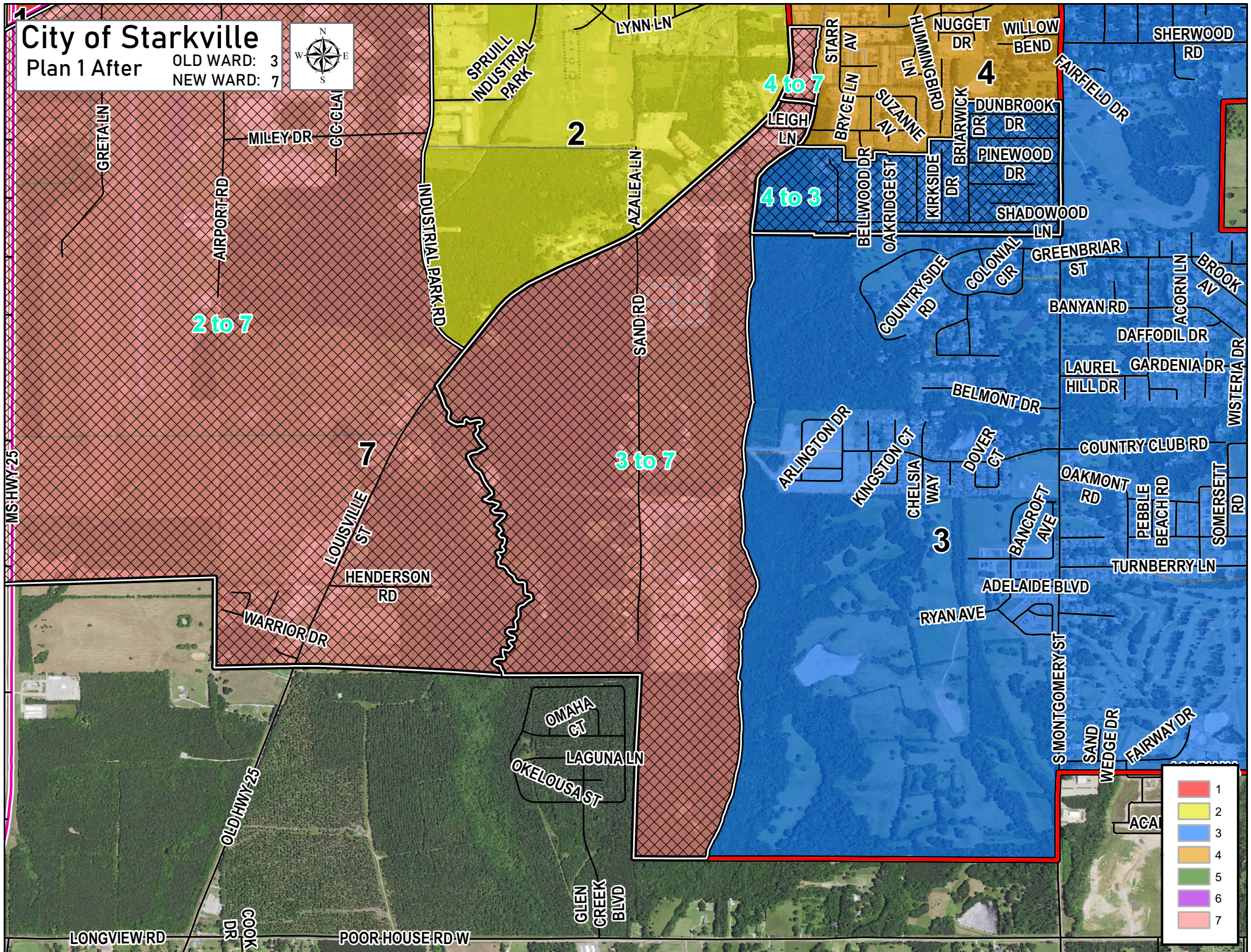
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NEW WARD: 7



City of Starkville

Plan 1 After

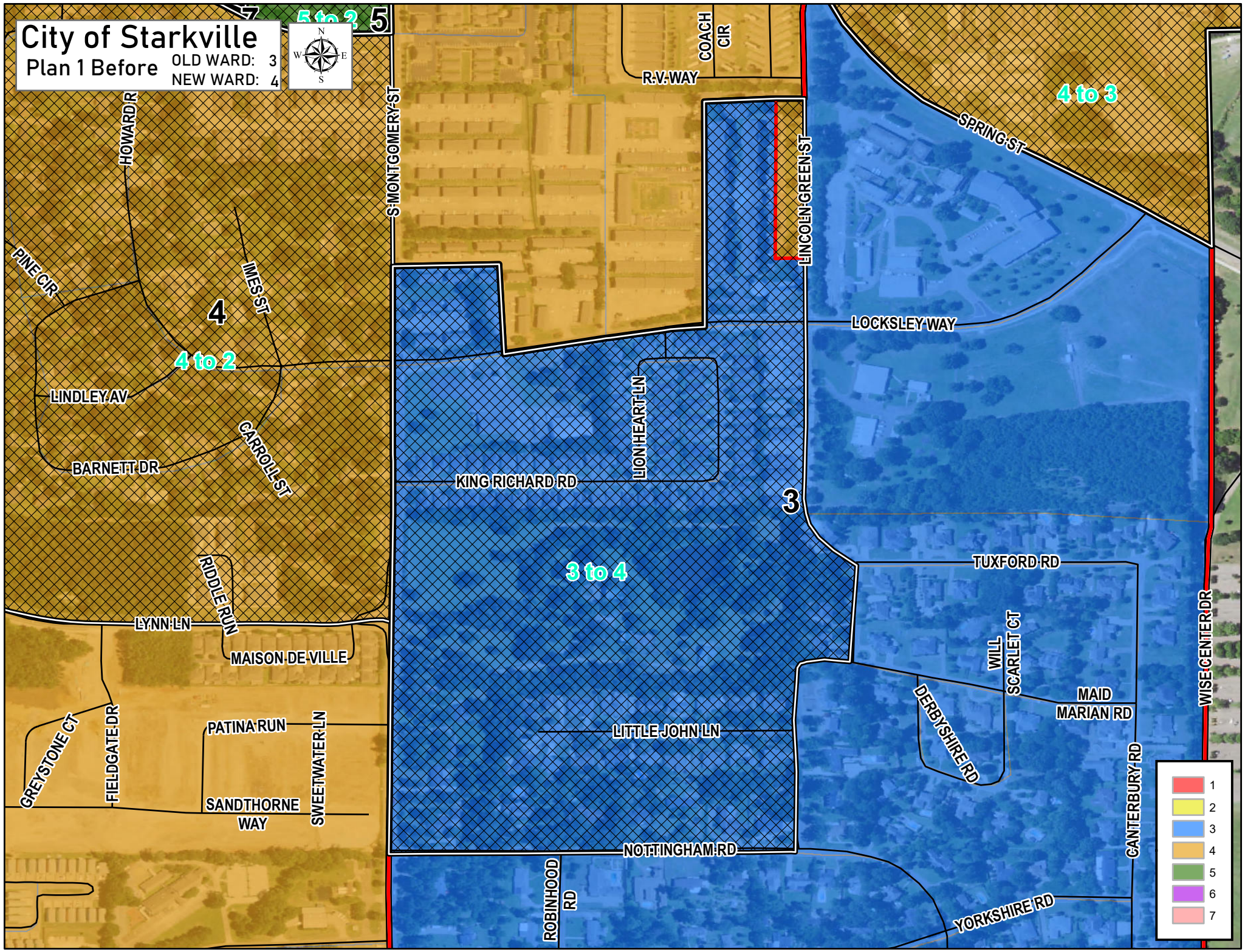
OLD WARD: 3
NEW WARD: 7



City of Starkville

Plan 1 Before

OLD WARD: 3
NEW WARD: 4

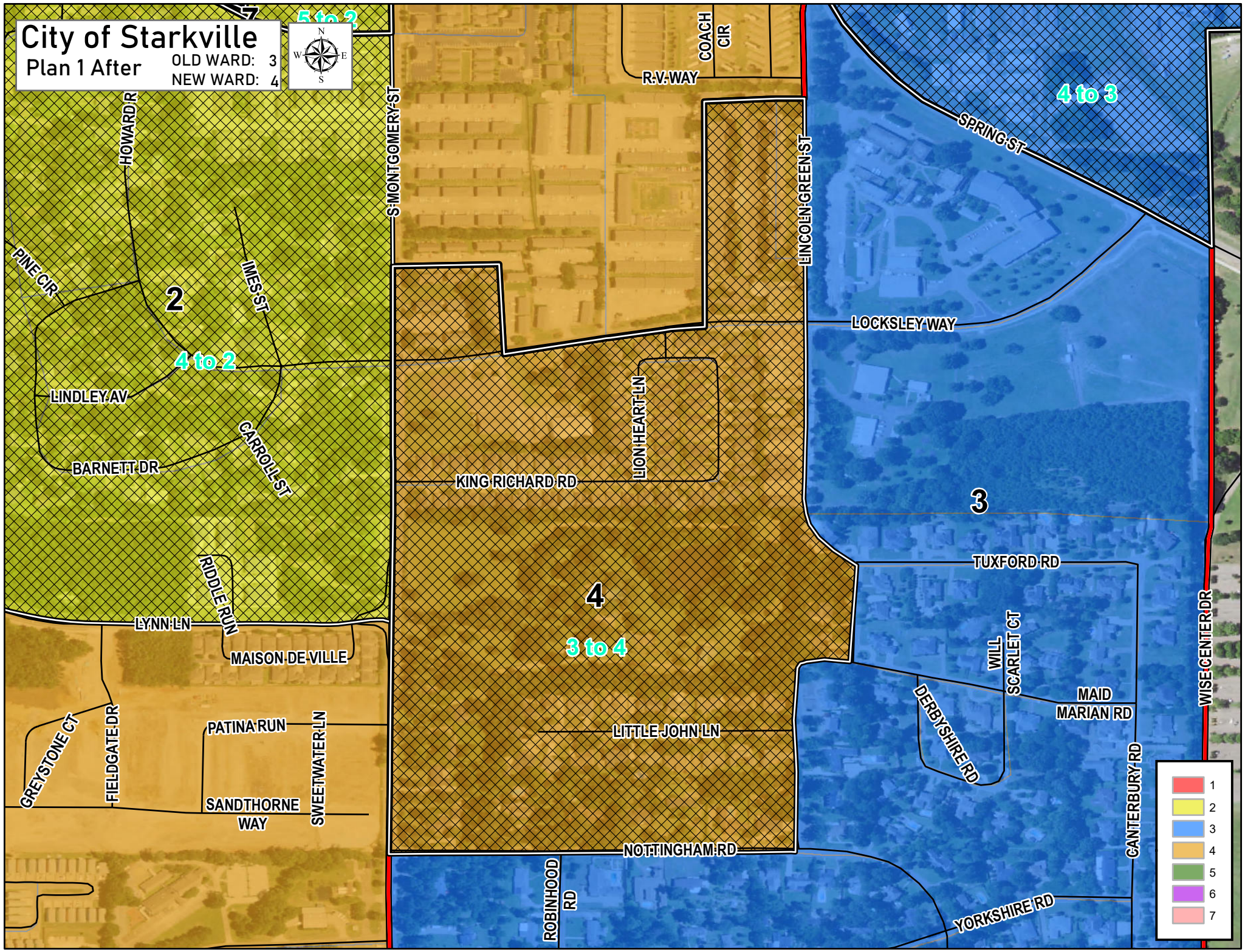


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City of Starkville

Plan 1 After

OLD WARD: 3
NEW WARD: 4

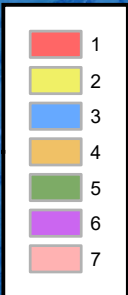
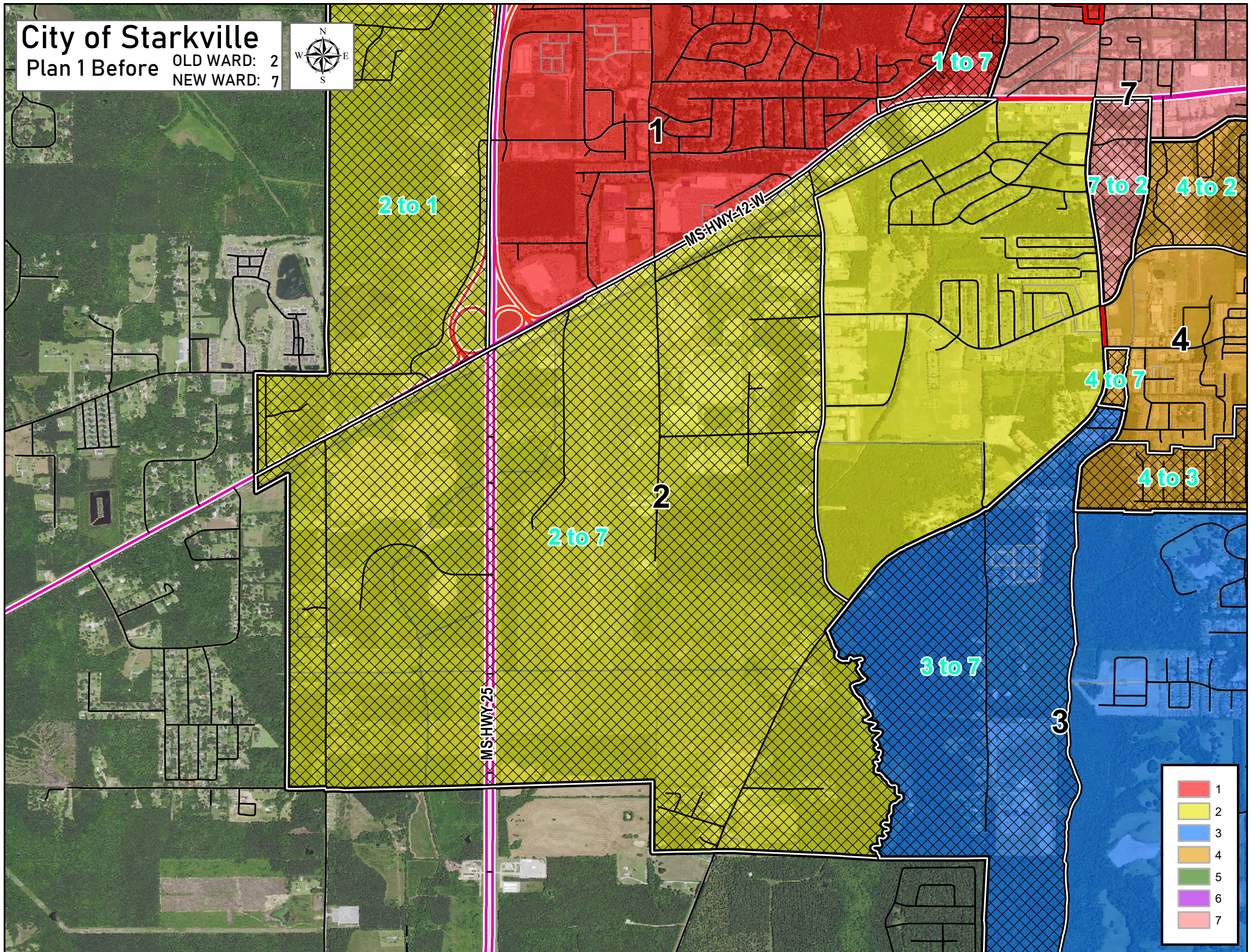


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City of Starkville

Plan 1 Before

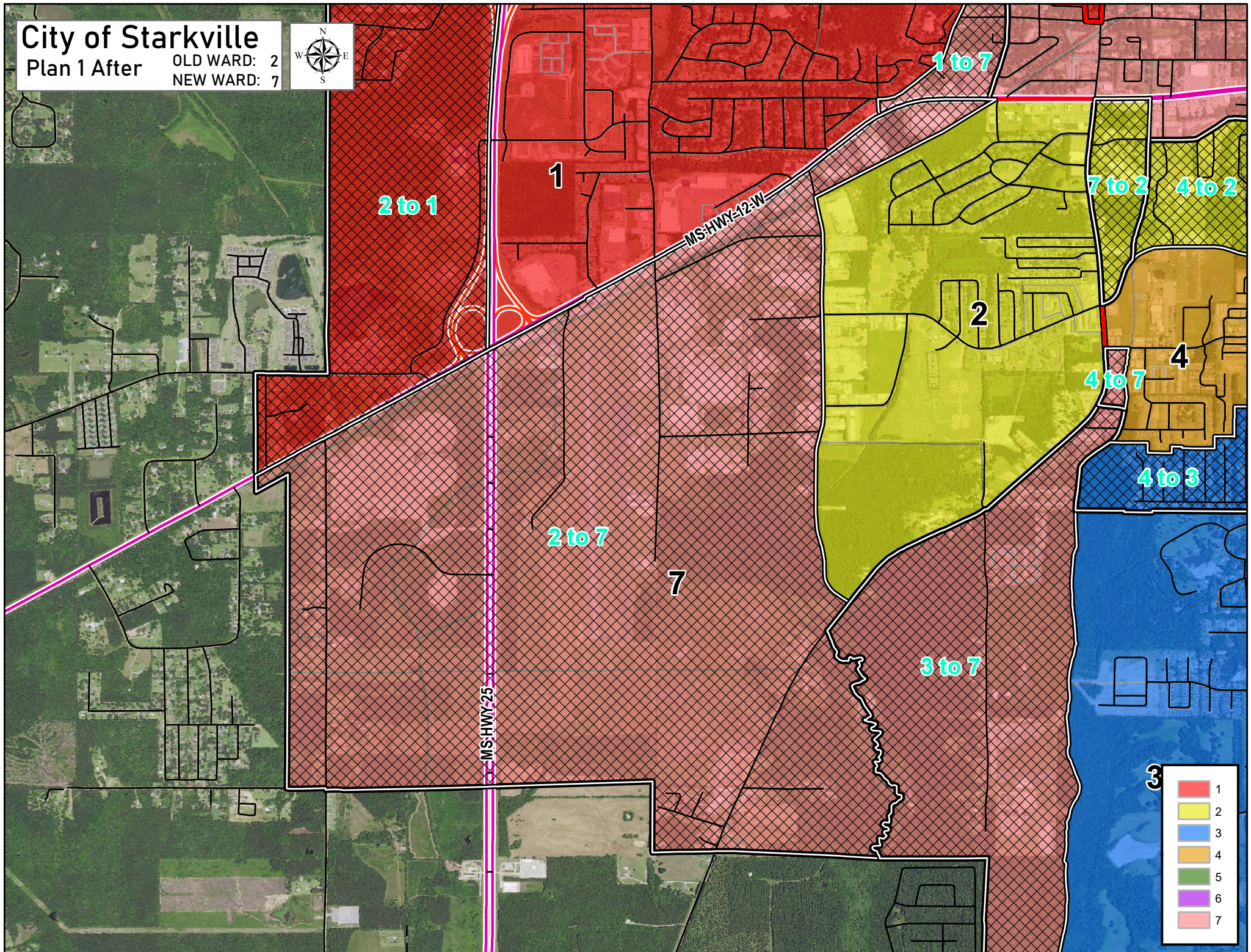
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City of Starkville

Plan 1 After

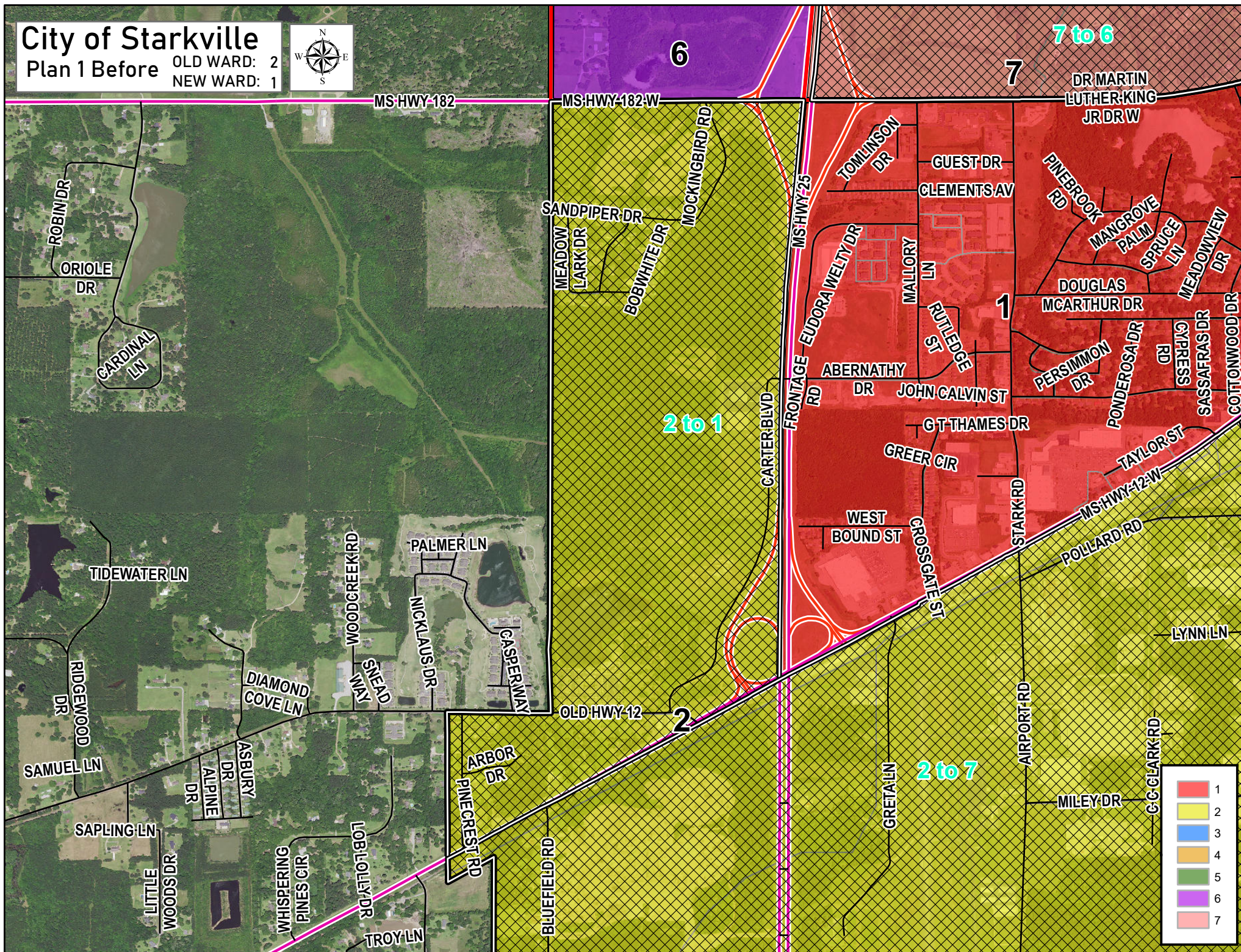
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NEW WARD: 7

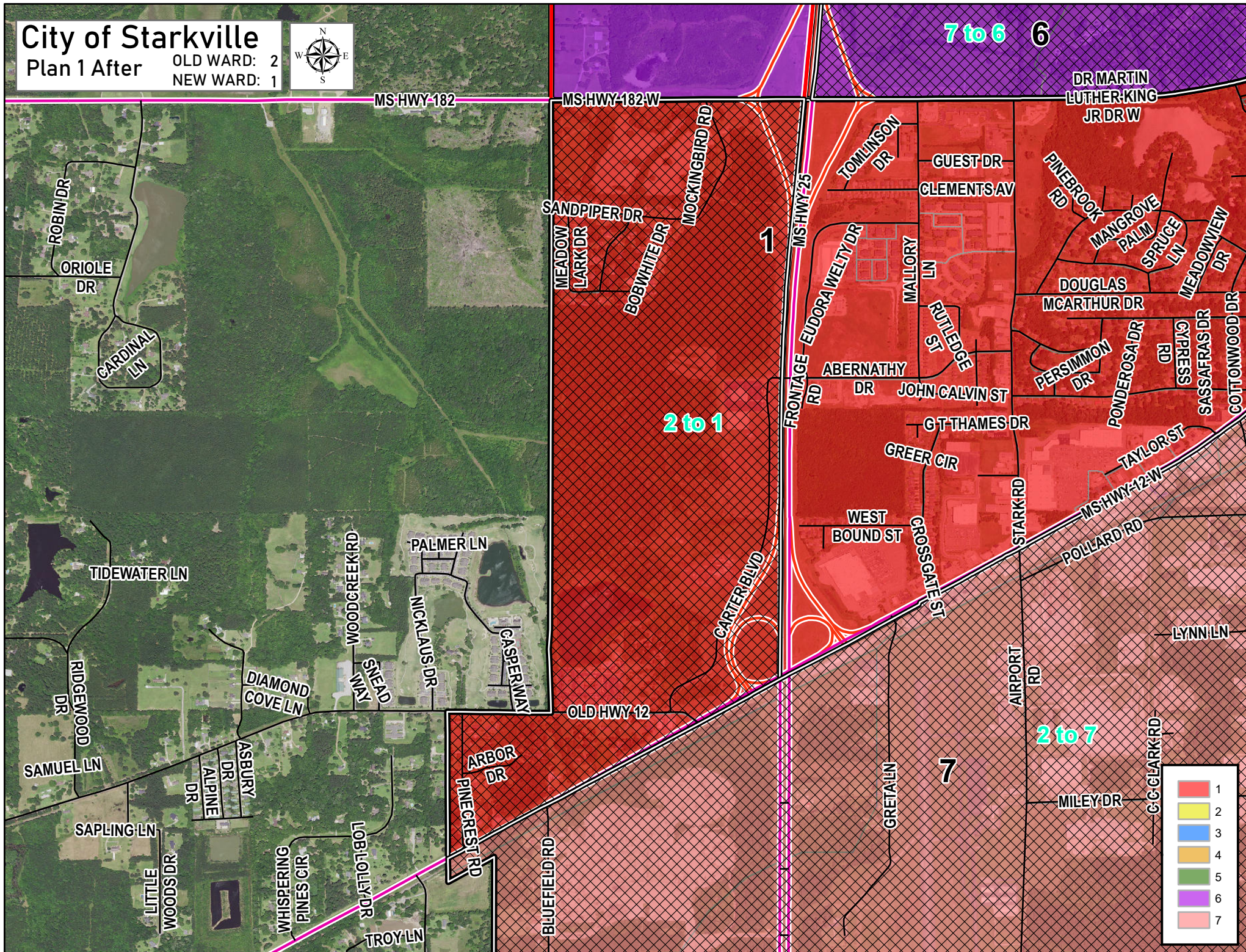


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Plan 1 Before	OLD WARD:	2
	NEW WARD:	1

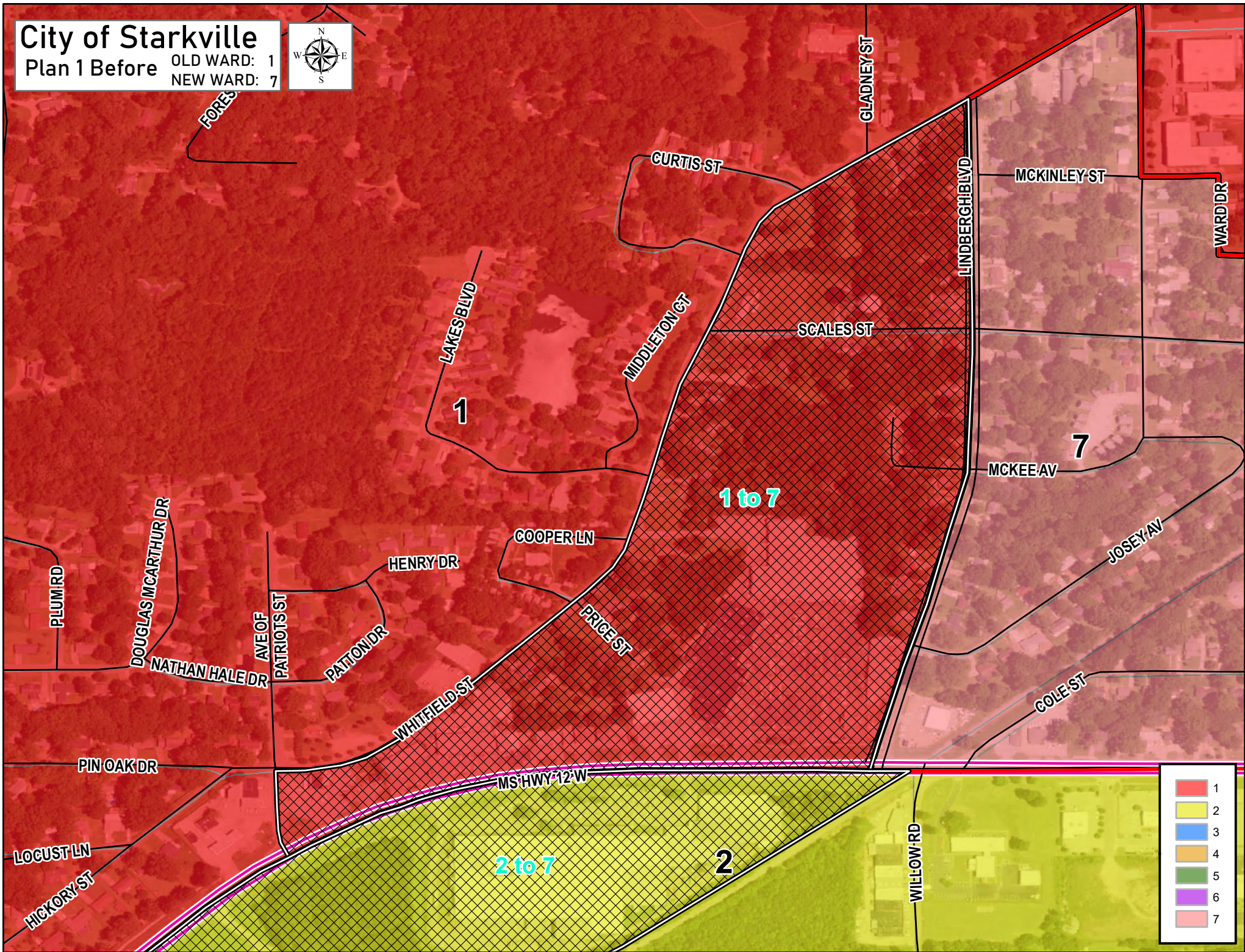
OLD WARD: 2
NEW WARD: 1





City of Starkville

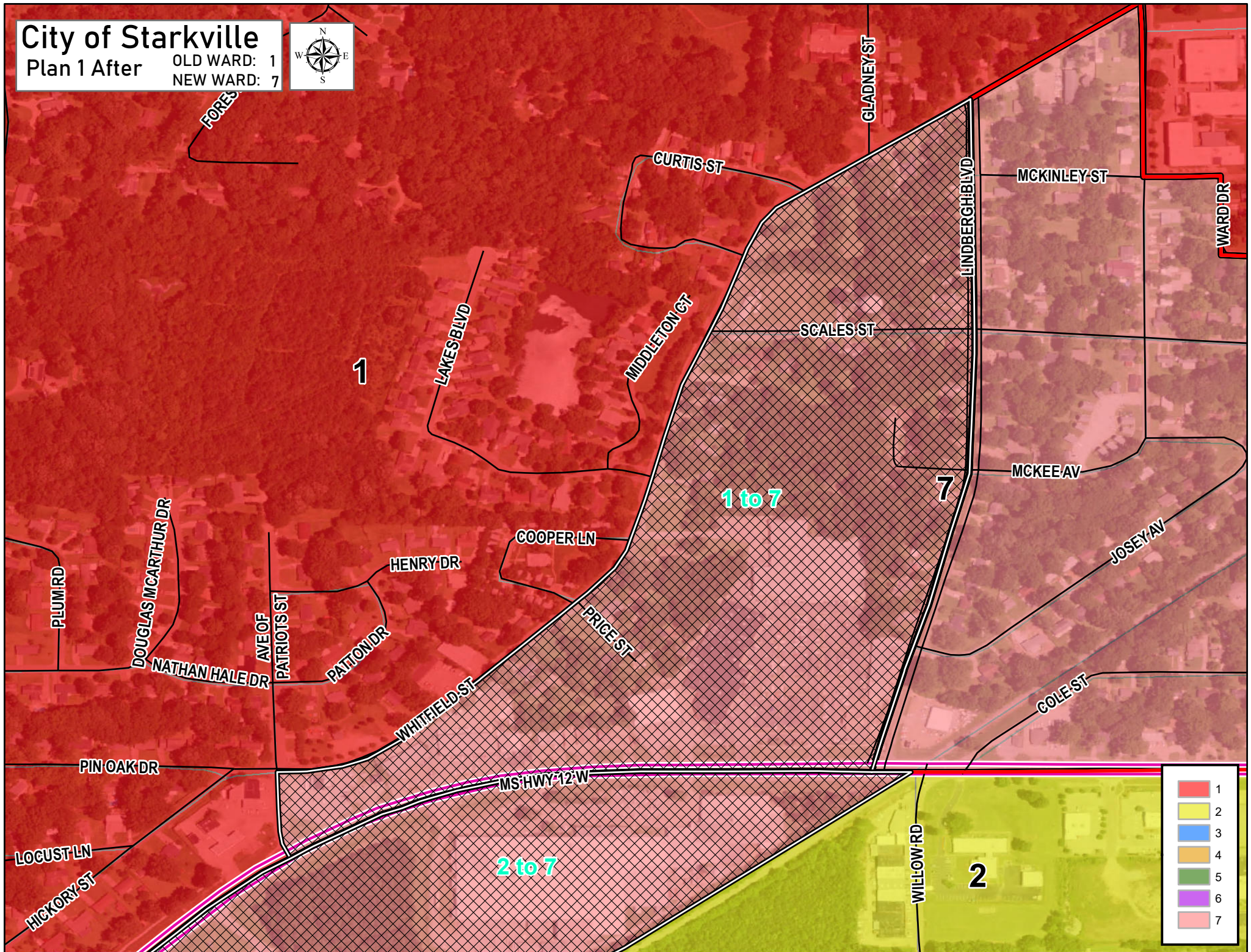
Plan 1 Before
OLD WARD: 1
NEW WARD: 7



City of Starkville

Plan 1 After

OLD WARD: 1
NEW WARD: 7

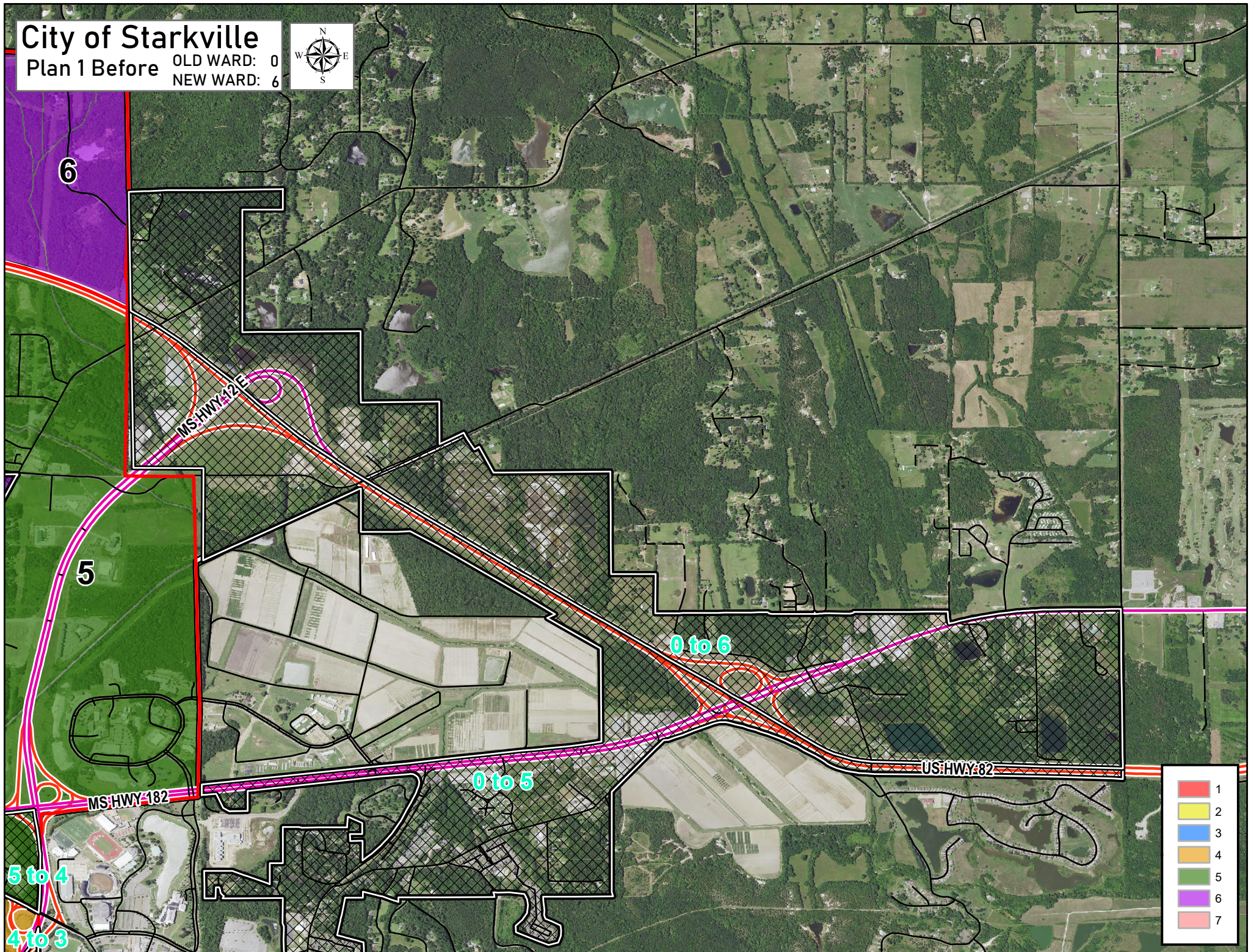


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City of Starkville

Plan 1 Before

OLD WARD: 0
NEW WARD: 6

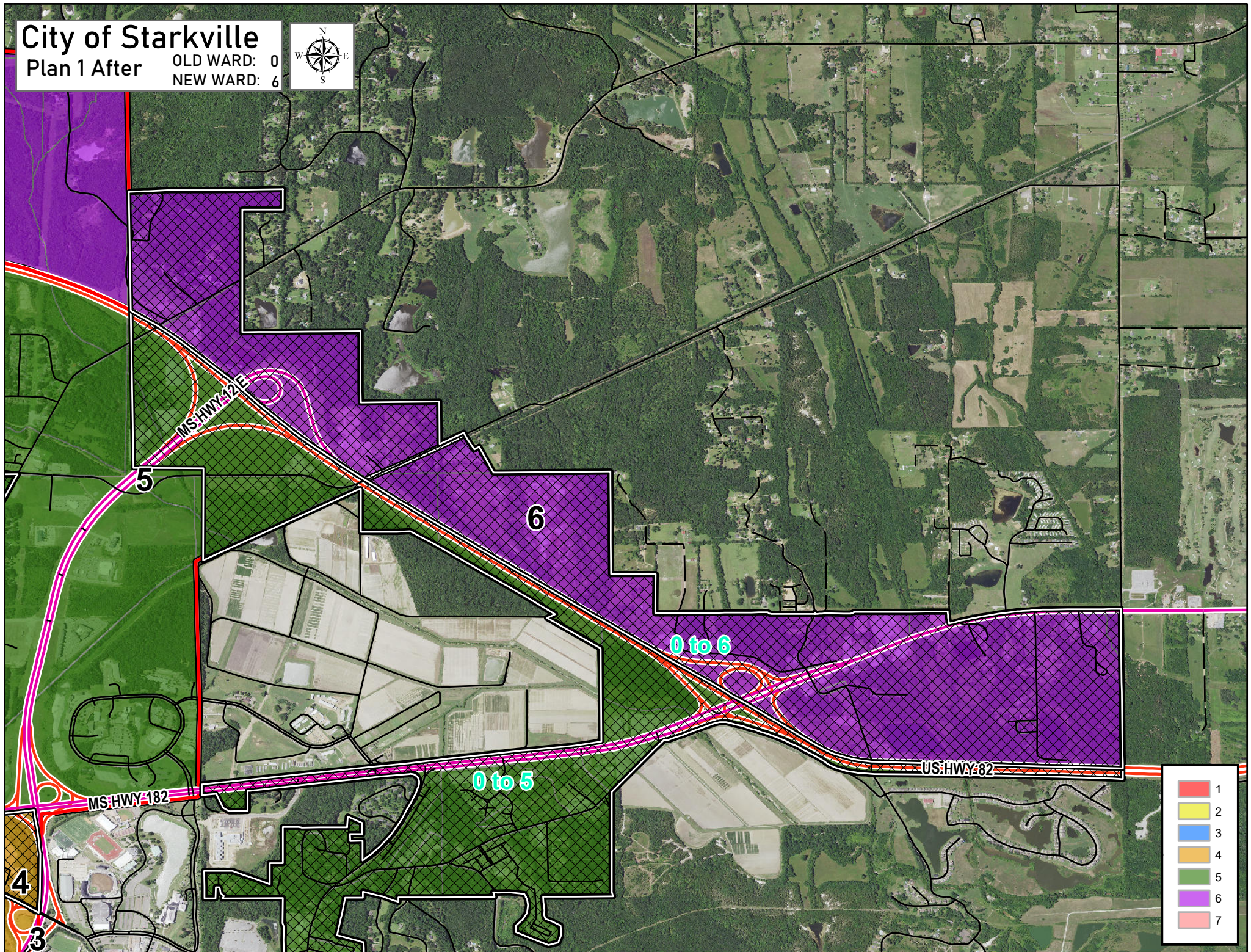


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City of Starkville

Plan 1 After

OLD WARD: 0
NEW WARD: 6

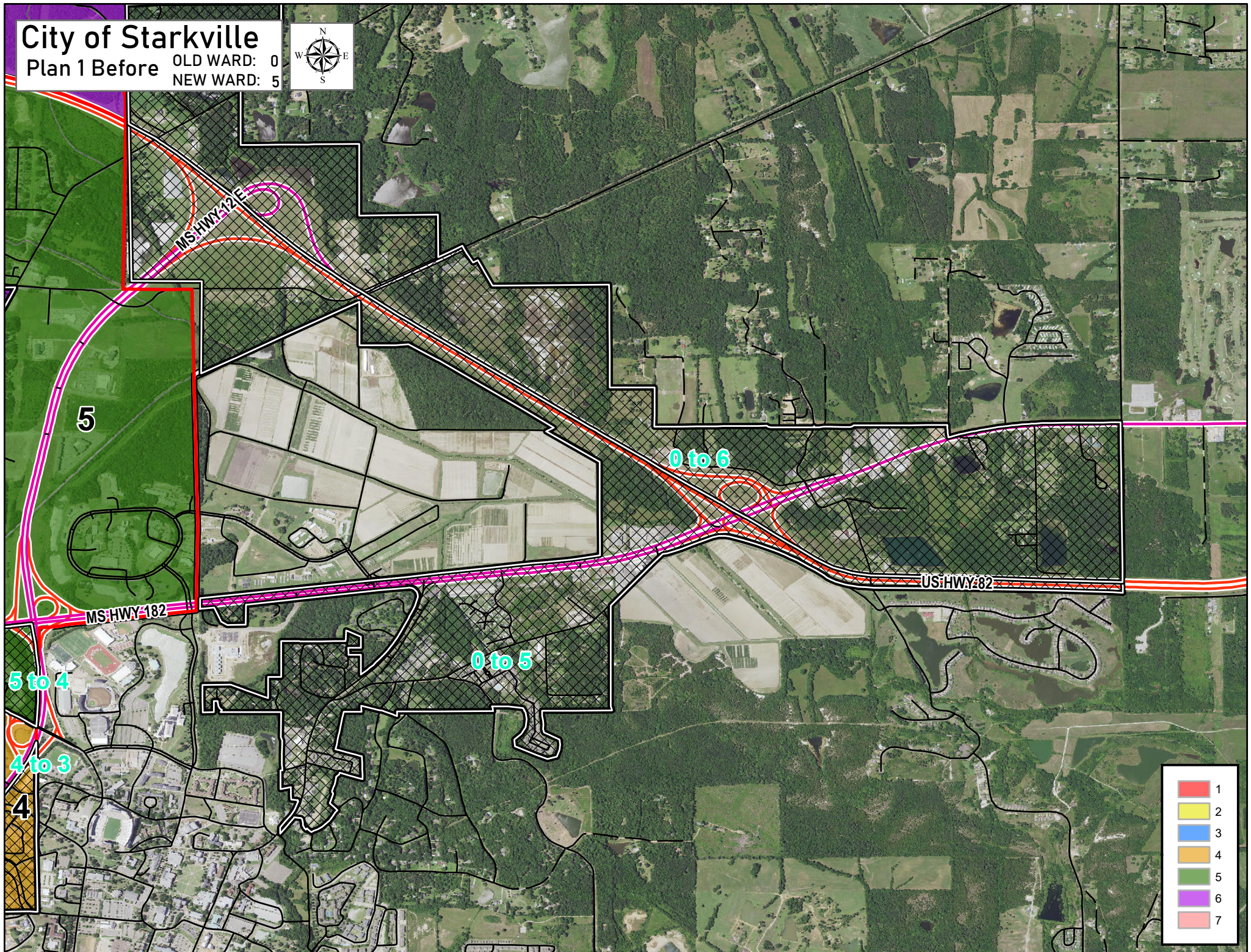


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City of Starkville

Plan 1 Before

OLD WARD: 0
NEW WARD: 5

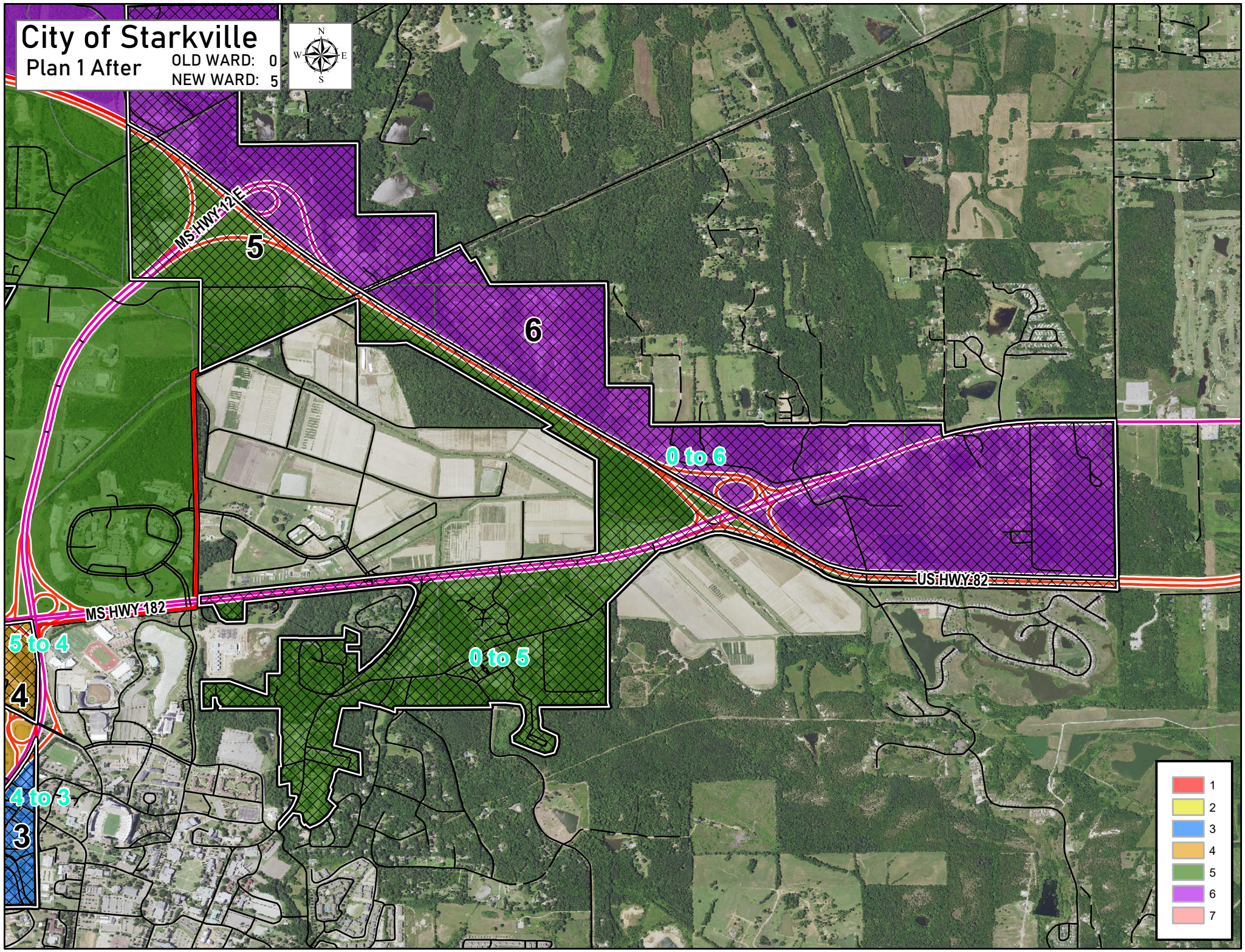


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City of Starkville

Plan 1 After

OLD WARD: 0
NEW WARD: 5



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Public Hearing Notice For
A Proposed Ward Redistricting Plan
For The City of Starkville, Mississippi

Notice is hereby given that the City of Starkville Board of Alderman will hold a Public Hearing on July 5, 2022 at 5:30 P.M. and one on July 19, 2022 at 5:30 P.M. in the Boardroom of the City of Starkville. The purpose of the Public Hearing is to receive public comments regarding a proposed “REDISTRICTING PLAN TO REDRAW THE WARD DISTRICT LINES OF THE CITY OF STARKVILLE, MISSISSIPPI, IN ACCORDANCE WITH THE 2020 CENSUS RESULTS”. This Public Hearing is being held for the specific purpose of informing the public of the proposed redistricting plan and to offer the opportunity for the inspection of the plan, the redistricting map and the supporting documentation.

The proposed Ward Redistricting Plan may be viewed at the City Hall, City of Starkville, from 8:00 am to 5:00 pm (Monday through Friday). Written comments can be mailed to City of Starkville Board of Alderman, Attention City Clerk Lesa Hardin, 110 W Main Street, Starkville, Mississippi, 39759. Written comments received by the Alderman prior to the Public Hearing date will be acknowledged and shall become a part of the public record. All comments shall be available for public inspection.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: July 5, 2022
PAGE: 1

SUBJECT: Consideration of advertising for proposals for representing the City of Starkville for State and Federal lobbying services.

AMOUNT & SOURCE OF FUNDING: TBD & Mayor's professional services

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This services has been used by the City of Starkville for the past 7 years.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of advertising for proposals to represent the City of Starkville for State and Federal lobbying services.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: July 5, 2022
PAGE: 1

SUBJECT: Consideration of adding Collier Road to the improvement schedule in a 50/50 shared funding arrangement with Oktibbeha County for improvements not to exceed \$27,000.

AMOUNT & SOURCE OF FUNDING: Not to exceed \$27,000 divided between City of Starkville and Oktibbeha County.

FISCAL NOTE: Street improvement funds

AUTHORIZATION HISTORY: Supervisor Trainer has agreed to divide the cost not to exceed \$27,000 between the county and city with some work to be done in-house by both county road crews and city crews.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of adding Collier Road to the street improvement schedule in a 50/50 shared funding arrangement with Oktibbeha County for an amount not to exceed a total cost of \$27,000.



COLLIER ROAD STREET IMPROVEMENTS - COST ESTIMATE FOR WORK PERFORMED BY CITY/COUNTY

6/29/2022

Street Project	Project Limits		Length	Width	Work Type	Base Repair (City) (SY)	Chip Seal (County) (LF)	Estimated Base Repair Cost	Estimated Chip Seal Cost	Drainage / Rip Rap Cost	Project Estimated Cost
	(from)	(to)									
ROADWAY MAINTENANCE PROJECT											
Collier Road	Rockhill Road	City Limits (West)	3500	16	Base Repairs and Chip Sealing	410	3500	\$9,500	\$15,500	\$1,000	\$26,000
			0.66	miles					Contingency =		\$1,000
							Estimated Total Cost =		\$27,000		



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: July 5, 2022
PAGE: 1

SUBJECT: Discussion and Consideration of the planned capital street overlay and improvement projects to be paid for by the Bonds funded through the annual receipt of the use tax funds as approved by the Board of Aldermen at the board meeting of June 21, 2022.

AMOUNT & SOURCE OF FUNDING: Source of funds is the bonds issued by the Board of Aldermen and the recurring use tax funds available.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: Board of Aldermen approved the authorization of \$10 million dollars in bonds and the issuance of \$5 million at the meeting of June 21, 2022.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill, Alderman Sistrunk or Mary Williams

SUGGESTED MOTION:

Move approval of the planned capital street overlay and improvement projects as presented for the use of the bonds authorized and issued and approved at the Board of Aldermen meeting of June 21, 2022.

PROJECT REPORT

USE TAX BOND STREET IDENTIFICATION

PROJECT NUMBER: 22025



CITY OF STARKVILLE
STARKVILLE, MS

PREPARED BY:

CITY OF STARKVILLE
ENGINEERING DEPARTMENT

DATE: JUNE 2022

In June 2022, the Board of Aldermen authorized the issuance of public improvement bonds in an amount not more than \$10 million. One purpose for this is the construction, improvement, and paving of streets, sidewalks, and parkways. The Engineering Department has been tasked with providing a list of streets for consideration to be paved with these funds beginning next summer.

Beginning with the sections of roadway identified in the 2022-2025 Capital Improvement Plan (CIP), which was approved by the Board of Aldermen in December 2021, the Minor Arterial and Collector roads were selected due to the amount of traffic on these roadways. These roads were then broken down into Phases I and II based on expected impacts from future construction projects, such as the BUILD Grant and the Main Street Corridor Project. The Utilities Department was also consulted to identify if any of the streets had future, or potential future, projects planned. These sections, as well as sections impacted by the BUILD Grant and Main Street, were included within Phase II. Tables 1-2 below show the streets identified for inclusion in each phase based on roadway classification and the current CIP project year.

Table 1. Phase I – No Anticipated Utility Issues or Nearby Projects

Street	Project Limits		CIP Project Year
	(from)	(to)	
Minor Arterial Roads			
Jackson	Main	Hwy 12	1
Academy	Montgomery	Louisville	2
Industrial Park	Lynn	RR Tracks	2
Lampkin	Fellowship	Washington	2
Montgomery	Locksley	Yellowjacket	2
Abernathy	Hwy 25	Stark	3
Louisville	Lynn	Previous Overlay	3
Industrial Park	Lynn	Louisville	5
Old West Point	Garrard	City Limits	5
Collector Roads			
Greenfield	Montgomery	Evergreen	4
E. Jones Jr.	Hwy 182	West Main	4
West Main	Cushman	Raymond	4
Fellowship	University	Russell	5
Hiwassee	Carver	Garrard	5
Rockhill	Hwy 82 Bridge	City Limits	5
S. Washington	RR Bridge	Gillespie	5
Willow	Hwy 12	Sycamore	5

The total length of roadway anticipated for Phase I is 8.34 miles.

Table 2. Phase II – Anticipated Utility Issues or Nearby Projects

Street	Project Limits		CIP Project Year
	(from)	(to)	
Minor Arterial Roads			
Montgomery	Hwy 182	Critz	3
Montgomery	Greenfield	Garrard	4
Greensboro	Whitfield	Louisville	4
Jackson	Main	Hwy 182	4
Old West Point	Hwy 182	Broad	4
Spring	Russell	Hwy 12	4
Montgomery	Hwy 182	Lampkin	5
Whitfield	Greensboro	Avenue of Patriots	5
Yellowjacket	Louisville	Jackson	5
Collector Roads			
Gillespie	Russell	Montgomery	2
Wood	Jackson	Louisville	4
Lafayette	Main	Hwy 182	4

The total length of roadway anticipated for Phase II is 4.18 miles.

Lastly, streets within the recently annexed area were analyzed for improvement. Of these, Old Mayhew Road, public gravel roads, and Montgomery Hill were identified for improvement. Due to the amount of traffic seen on, and current condition of, Old Mayhew Road, it is recommended to install a soil cement base utilizing the existing roadway material, overlay, and stripe. Additionally, the installation of sidewalk is recommended from E. Lee Blvd to The Retreat apartment complex. Montgomery Hill is currently chip sealed, but it is recommended to patch and overlay this road due to its current condition. Public gravel roads are recommended to be chip sealed. Table 3 shows the streets recommended for inclusion from the recently annexed area.

Table 3. Annexation Streets

Street	Project Limits		Work Type
	(from)	(to)	
Old Mayhew	E. Lee	Hwy 182	Soil Cement, Overlay, Striping, Sidewalk
Montgomery Hill	E. Lee	End	Patching, Overlay
Bar B Que	Stowood	End	Soil Cement, Chip Seal
Boyd	Begin Gravel	City Limits	Soil Cement, Chip Seal
Cannon	Hwy 182	City Limits	Soil Cement, Chip Seal
Lakeside	Hwy 182	End	Soil Cement, Chip Seal

The total length of roadway anticipated for the annexed area is 2.61 miles.

Using recent costs from the current Street Improvement Project, the approximate estimated opinion of probable construction cost for each group is as follows:

- Phase I - \$2.9M
- Phase II - \$1.58M
- Annexation Streets - \$1.58M

See Appendix A for anticipated costs for each section of roadway identified. Appendix B lists remaining local roads from the CIP which will be completed next year.

APPENDIX A

Opinion of Probable Construction Cost

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

Phase I - No Anticipated Utility Issues or Nearby Projects

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
Minor Arterial Roads						
Jackson	Main	Hwy 12	3350	44	Patching, Overlay, Striping	\$330,171
Academy	Montgomery	Louisville	3356	31	Patching, Overlay, Striping	\$197,176
Industrial Park	Lynn Lane	RR Tracks	2200	38	Patching, Overlay, Striping	\$164,013
Lampkin	Fellowship	Washington	2853	50	Patching, Overlay, Striping	\$298,493
Montgomery	Locksley	Yellowjacket	1312	41	Patching, Overlay, Striping	\$116,347
Abernathy	Hwy 25	Stark	2394	39	Patching, Overlay, Striping	\$201,623
Louisville	Lynn	Prev. overlay	7624	27	Patching, Overlay, Striping	\$416,195
Industrial Park	Lynn Lane	Louisville	5764	24	Patching, Overlay, Striping	\$252,837
Old West Point	Garrard	City Limits	2976	25	Patching, Overlay, Striping	\$154,082
Minor Arterial Roads Subtotal						\$2,130,938

Collector Roads

Greenfield	Montgomery	Evergreen	832	45	Patching, Overlay	\$72,029
E. Jones Jr.	Hwy 182	West Main	646	26	Patching, Overlay, Striping	\$40,254
West Main	Cushman	Raymond	564	26	Patching, Overlay	\$29,489
Fellowship	University	Russell	1362	22	Patching, Overlay, Striping	\$72,367
Hiwassee	Carver	Garrard	3705	38	Patching, Overlay, Striping	\$303,965
Rockhill	Hwy 25 bridge	City Limits	3548	24	Patching, Overlay, Striping	\$177,536
S. Washington	RR Bridge	Gillespie	752	28	Patching, Overlay	\$41,428
Willow	Hwy 12	Sycamore	805	28	Patching, Overlay, Striping	\$47,130
Collector Roads Subtotal						\$784,197

Total	8.34	miles
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Phase I Total **\$2,915,136**

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

Phase II - Anticipated Utility Issues or Nearby Projects

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				

Minor Arterial Roads

Montgomery	Hwy 182	Critz	1892	28	Patching, Overlay, Striping	\$127,297
Montgomery	Greenfield	Garrard	3328	36	Patching, Overlay, Striping	\$252,123
Greensboro	Whitfield	Louisville	720	30	Patching, Overlay, Striping	\$50,004
Jackson*	Main	Hwy 182	740	46	Patching, Overlay, Striping	\$73,449
Old West Point	Hwy 182	Broad	870	30	Patching, Overlay, Striping	\$59,984
Spring	Russell	Hwy 12	2020	44	Patching, Overlay, Striping	\$189,317
Montgomery*	Hwy 182	Lampkin	717	35	Patching, Overlay, Striping	\$75,222
Whitfield	Greensboro	Ave of Patriots	4373	30	Patching, Overlay, Striping	\$293,049
Yellowjacket	Louisville	Jackson	2712	30	Patching, Overlay, Striping	\$182,537
Minor Arterial Roads Subtotal						\$1,302,981

Collector Roads

Gillespie*	Russell	Montgomery	1508	28	Patching, Overlay, Striping	\$96,799
Wood	Jackson	Louisville	2430	19	Patching, Overlay, Striping	\$113,850
Lafayette*	Main	Hwy 182	740	40	Patching, Overlay, Striping	\$65,156
Collector Roads Subtotal						\$275,804

Total	4.18	miles
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* denotes nearby project

Phase II Total

\$1,578,786



MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
 ENGINEERING DEPARTMENT
 CITY HALL, 110 W. MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE - ANNEXATION STREET IMPROVEMENTS

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
Old Mayhew	E Lee	Hwy 182	6030	26	Soil Cement, Overlay, Striping, Sidewalk	\$1,300,000
Montgomery Hill	E Lee	End	2530	20	Patching, Overlay	\$80,202
Bar B Que	Stowood	End	1200	20	Soil Cement, Chip Seal	\$47,000
Boyd	Begin Gravel	City Limits	740	20	Soil Cement, Chip Seal	\$28,000
Cannon	Hwy 182	City Limits	55	20	Soil Cement, Chip Seal	\$1,500
Lakeside	Hwy 182	End	3200	20	Soil Cement, Chip Seal	\$125,000
Total			2.61	miles		
Annexation Total						\$1,581,702

Total Mileage 15.12

All Projects Total \$6,075,623

APPENDIX B
2022-2025 Street Improvement Plan
Priority 2 Projects



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

Street Project	Project Limits		Length	Width	Work Type
	(from)	(to)			
ROADWAY MAINTENANCE PROJECTS-PRIORITY 2					
Cedar Lane	Prev. overlay	Hillside	1385	18	Patching, Overlay
Francis	Canna	Dead End	480	28	Patching, Overlay
Goldfinch	Sandpiper	Meadowlark	1119	24	Patching, Overlay
Shadowood	Pine Ridge	Bellwood + cul-de-sac	2000	28	Patching, Overlay
Tuxford	Maid Marian	Canterbury	1510	28	Patching, Overlay
		Total	1.84	miles	



MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Major Arterial
Collector Road

CITY OF STARKVILLE 2022 - 2025 STREET IMPROVEMENT PROGRAM

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 1						
Jackson	Main	Hwy 12	3350	44	Patching, Overlay, Striping	\$314,449

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 2						
Academy	Montgomery	Louisville	3356	31	Patching, Overlay, Striping	\$187,787
Cedar Lane	Prev. overlay	Hillside	1385	18	Patching, Overlay	\$46,346
Francis	Canna	Dead End	480	28	Patching, Overlay	\$25,907
Gillespie	Russell	Montgomery	1508	28	Patching, Overlay, Striping	\$92,189
Goldfinch	Sandpiper	Meadowlark	1119	24	Patching, Overlay	\$49,772
Industrial Park	Lynn Lane	RR Tracks	2200	38	Patching, Overlay, Striping	\$156,203
Lampkin	Fellowship	Washington	2853	50	Patching, Overlay, Striping	\$284,279
Montgomery	Locksley	Yellowjacket	1312	41	Patching, Overlay, Striping	\$110,807
Shadowood	Pine Ridge	Bellwood + cul-de-sac	2000	28	Patching, Overlay	\$101,614
Tuxford	Maid Marian	Canterbury	1510	28	Patching, Overlay	\$77,209

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 3						
Abernathy	Hwy 25	Stark	2394	39	Patching, Overlay, Striping	\$192,022
Alfred Perkins	Long	Dead End	1130	28	Patching, Overlay	\$58,282
Chelsea	Huntington	Dead End	958	28	Patching, Overlay	\$49,715
Crossgate	Hwy 12	Prev. Overlay (Boulevard)	1022	28	Patching, Overlay	\$52,903
Helen	Lynn	Lynn	1300	28	Patching, Overlay	\$66,749
Louisville	Lynn	Prev. overlay	7624	27	Patching, Overlay, Striping	\$396,376
Magnolia/ Honeysuckle	Linden	Dead End	495	28	Patching, Overlay	\$26,655
Mimosa	Banyan	Cul-de-sac	450	28	Patching, Overlay	\$21,473
Montgomery	Hwy 182	Critz	1892	28	Patching, Overlay, Striping	\$121,235
Tomlinson	Prev. overlay	Clements	943	28	Patching, Overlay	\$48,968

HISTORIC STARKVILLE

MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Major Arterial

Collector Road

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 4						
Banyan	Multiple Base Failures		-	-	Leveling & Patching only	\$27,899
Canna	Claudia	Dead End	1516	28	Patching, Overlay	\$77,508
Greenfield	Montgomery	Evergreen	832	45	Patching, Overlay	\$68,599
Greensboro	Whitfield	Louisville	720	30	Patching, Overlay, Striping	\$47,623
Greta Lane	Multiple Base Failures		-	-	Leveling & Patching only	\$22,319
Inca	Mohawk	Dead End	530	25	Patching, Overlay	\$25,569
Jackson	Main	Hwy 182	740	46	Patching, Overlay, Striping	\$69,951
E. Jones Jr.	Hwy 182	West Main	646	26	Patching, Overlay, Striping	\$38,337
Lafayette	Main	Hwy 182	740	40	Patching, Overlay, Striping	\$62,053
Lake Pointe	Multiple Base Failures		-	-	Leveling & Patching only	\$22,319
Logan	Lynn	Helen	1091	28	Patching, Overlay	\$56,340
Montgomery	Greenfield	Garrard	3328	36	Patching, Overlay, Striping	\$240,118
Old West Point	Hwy 182	Broad	870	30	Patching, Overlay, Striping	\$57,127
Pin Oak	Ave of Patriots	Ponderosa	2325	26	Patching, Overlay	\$102,477
Spring	Russell	Hwy 12	2020	44	Patching, Overlay, Striping	\$180,302
Stowood	Multiple Base Failures		-	-	Leveling & Patching only	\$24,179
Walnut	Chestnut	Peach	1014	26	Patching, Overlay	\$48,897
West Main	Cushman	Raymond	564	26	Patching, Overlay	\$28,085
Wood	Jackson	Louisville	2430	19	Patching, Overlay, Striping	\$108,428

HISTORIC STARKVILLE

MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Major Arterial
Collector Road

Street Project	Project Limits		Length	Width	Work Type	Project Estimated Cost
	(from)	(to)				
ROADWAY MAINTENANCE PROJECTS-PRIORITY 5						
Carver	Hiwassee	Dead End (east)	1408	28	Patching, Overlay	\$72,128
Curry	Jackson	D.L. Connor	800	21	Patching, Overlay	\$27,964
Fairway	Montgomery	Bridge	700	25	Patching, Overlay	\$29,046
Fellowship	University	Russell	1362	22	Patching, Overlay, Striping	\$68,921
Green Hill	Montgomery	Dead End	910	28	Patching, Overlay	\$47,324
Hiwassee	Carver	Garrard	3705	38	Patching, Overlay, Striping	\$289,491
Industrial Park	Lynn Lane	Louisville	5764	24	Patching, Overlay, Striping	\$240,797
Kenswick Ct	Huntington Dr.	Cul-de-sac	345	28	Patching, Overlay	\$16,929
King Richard	Locksley	Montgomery	1750	28	Patching, Overlay	\$77,729
Lakeview	Overstreet	Dead End	735	28	Patching, Overlay	\$38,608
Lionheart	King Edward	King Edward	534	28	Patching, Overlay	\$25,108
Maple	Ponderosa	Aspen	1681	28	Patching, Overlay	\$85,726
Montgomery	Hwy 182	Lampkin	717	35	Patching, Overlay, Striping	\$71,640
Oak Apple St.	Greenbriar	Cul-de-sac	219	28	Patching, Overlay	\$12,908
Old West Point	Garrard	City Limits	2976	25	Patching, Overlay, Striping	\$146,745
Overstreet	Critz	Overstreet	1812	28	Patching, Overlay	\$92,250
Patton	Avenue of Patriots	Henry	593	28	Patching, Overlay	\$31,536
Pilcher	Henderson	Prev overlay (Mosley)	1287	28	Patching, Overlay	\$57,693
Plum	McArthur	Spruce	2315	28	Patching, Overlay	\$117,303
Ponderosa	Pin Oak	Maple	1075	28	Patching, Overlay	\$55,543
Robinhood	Nottingham	Sherwood	1125	28	Patching, Overlay	\$58,033
Rockhill	Hwy 25 bridge	City Limits	3548	24	Patching, Overlay, Striping	\$169,082
S. Washington	RR Bridge	Gillespie	752	28	Patching, Overlay	\$39,455
Starr	Academy	Carpenter Place	620	28	Patching, Overlay, Striping	\$39,080
Turnberry	Montgomery	Royal Troon	1800	28	Patching, Overlay	\$91,653
Vine	Hwy 12	Yellowjacket	813	26	Patching, Overlay	\$39,601
Walden Way	Old West Point	Dead End	900	28	Patching, Overlay	\$46,826
Whitfield	Greensboro	Ave of Patriots	4373	30	Patching, Overlay, Striping	\$279,094
Willow	Hwy 12	Sycamore	805	28	Patching, Overlay, Striping	\$44,885
Windsor	Seville	Arrow	1340	20	Patching, Overlay	\$43,419
Yellowjacket	Louisville	Jackson	2712	30	Patching, Overlay, Striping	\$173,845



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

2022 STREET IMPROVEMENT PROJECT

Revised 6/29/22

Street Project	Project Limits		Work Type
	(from)	(to)	
STRIPING REMAINS			
Eckford	Yellowjacket	Hwy 12	Striping
Hospital	Hiwassee	Jackson	Patching, Overlay, Striping
Jackson	Main	Hwy 182	On-Street Parking Striping
Jarnigan	Russell	Cotton Row	On-Street Parking Striping
Old West Point	University	Hwy 182	On-Street Parking Striping
University	OWP Bridge	Hwy 12 Bridge	Patching, Milling, Overlay, Striping
Yeates	Gillespie	Lampkin	On-Street Parking Striping
WORK HAS BEGUN			
Ernest Jones Dr	Hwy 182 Intersection South		Overlay
Garrard	Reed	Jackson	Patching, Overlay, Striping
Hollywood	Stark	Cul-de-sac	Patching, Overlay, Striping
REMAINING			
Garrard	Hwy 25	City Limits (West)	Overlay and Striping
Mangrove Palm	Plum	Dogwood	Patching, Overlay
Montgomery	Laurel Hill	Pinewood	Overlay and Striping
Oak Ridge	Shadowood	Dead End	Patching, Overlay
SHS Bridge	Begin West End	115' East	Overlay
Spruce	Plum	Douglas McArthur	Patching, Overlay
Wedgewood	Montgomery	Dead End	Patching, Overlay



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: July 5, 2022

PAGE: 1

SUBJECT: Consideration of advertising for Requests for Qualifications for an engineering firm to provide services for the extension of Hospital Road and Stark Road as funded by the 2021 State Legislature.

AMOUNT & SOURCE OF FUNDING: Source of funds is a \$1,500,000 grant from the State of Mississippi

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The State of Mississippi included this project in the 2021 legislative year.

**REQUESTING
DEPARTMENT:** Administration
Spruill

**DIRECTOR'S
AUTHORIZATION:** Mayor

FOR MORE INFORMATION CONTACT: Mayor Spruill or Mary Williams

SUGGESTED MOTION:

Move approval of advertising for Request for Qualifications for the project funded through the 2021 State Legislature to extend Hospital Road and Stark Road.



Philip Gunn
SPEAKER
Mississippi House of Representatives
POST OFFICE BOX 1018
JACKSON, MISSISSIPPI 39215-1028
601-359-3300

October 28, 2021

The Honorable D. Lynn Spruill
Mayor
City of Starkville
110 West Main Street
Starkville, MS 39759

Dear Mayor Spruill,

In the 2021 legislative session, your Mississippi Legislature, with the leadership of Representatives Rob Roberson and Cheikh Taylor, appropriated \$1,500,000 to fund upgrades to Stark Road and Hospital Road. The House of Representatives is proud to partner with you to make Starkville a better place to call home.

If you need any ongoing legislative assistance with this project or any other matter, please do not hesitate to call me or my staff at (601) 359-3300.

Sincerely,

A handwritten signature in blue ink that reads "Philip Gunn".

Philip Gunn
Speaker of the House



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Mayor's Office
AGENDA DATE: 7/5/22
PAGE: 1

SUBJECT: Request approval of Statewide Mutual Aid Compact among the State of Mississippi, Mississippi Emergency Management Agency, Each County and Municipality, and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies pursuant to Section 33-15-19(a) of the Mississippi Code of 1972, as amended.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** D. Lynn Spruill

FOR MORE INFORMATION CONTACT: Mayor D. Lynn Spruill

SUGGESTED MOTION:

Move to approval of Statewide Mutual Aid Compact among the State of Mississippi, Mississippi Emergency Management Agency, Each County and Municipality, and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies pursuant to Section 33-15-19(a) of the Mississippi Code of 1972, as amended.



SMAC

STATEWIDE MUTUAL
AID COMPACT

A SYSTEM FOR USING ALL AVAILABLE
RESOURCES DURING EMERGENCIES





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State of Mississippi

Statewide Mutual Aid Compact (SMAC)

Revised: April 2022

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the State's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19 of the Mississippi Code of 1972, as amended, authorizes the State and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies, too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11 & 33-15-13 of the Mississippi Code of 1972, as amended, authorizes the State to enter into a contract on behalf of the State for the lease or loan to any political subdivision of the State and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the State; and



WHEREAS, Section 33-15-17 of the Mississippi Code of 1972, as amended, authorizes the governing body of each political subdivision of the State to enter into such contract or lease within the State, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

1. DEFINITIONS

a. “AGREEMENT” means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the Agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.

b. “REQUESTING PARTY” means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate state or federal emergency response assistance requests through its county.



c. **“ASSISTING PARTY”** means the Participating Government entity furnishing equipment, services, and/or manpower to the Requesting Party.

d. **“AUTHORIZED REPRESENTATIVE”** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Appendix 1 (SMAC Authorized Representatives) and shall be updated as needed by each Participating Government.

e. **“AGENCY”** means the Mississippi Emergency Management Agency.

f. **“EMERGENCY”** means any occurrence, or threat thereof, whether natural or caused by man, in war, or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

g. **“DISASTER”** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

h. **“MAJOR DISASTER”** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

i. **“PARTICIPATING GOVERNMENT”** means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians, which executes this mutual aid agreement and supply a completed copy to MEMA.

j. **“PERIOD OF ASSISTANCE”** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

k. **“WORK OR WORK-RELATED PERIOD”** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide



assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered “on the job” for purposes of workers compensation injuries or accidents during these periods.

2. PROCEDURES.

When a Participating Government either becomes affected by or is under imminent threat of a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 “Identification of Need” form (Form REQ-A, Appendix 2) to the Assisting Party or MEMA; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or MEMA, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix 2.

Participating Governments shall not request mutual aid unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate state or federal assistance requests with their county emergency management agencies, and county and tribal emergency agencies may coordinate state or federal assistance requests directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the local county emergency management agency. Requests for assistance may be communicated either to MEMA or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this Agreement.

a. Requests Directly To Assisting Party: The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. MEMA shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, by rule, the Agency may provide for reimbursement of eligible expenses from the Disaster Assistance Trust fund.



b. Requests Routed Through Or Originating From, The Agency: The Requesting Party may directly contact the Agency, in which case it shall provide MEMA with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall MEMA be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

c. Required Information: Each request for assistance shall be accompanied by the following information, to the extent known:

- (1) A general description of the damage sustained.
- (2) Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works, and engineering, building inspection, planning and information assistance, mass care, resource support health, and other medical services, search, and rescue, etc.) and the particular type of assistance needed.
- (3) Identification of the public infrastructure system for which assistance is needed (i.e., sanitary sewer, potable water, streets, or stormwater systems) and the type of work assistance required.
- (4) The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be required and include a description of working conditions and if personnel will be locally housed.
- (5) The need for sites, structures, or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
- (6) An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix 2 as the form REQ-A or by any other available means. MEMA may revise the format of Form REQ-A subsequent to the execution of this Agreement, in which case it shall distribute copies to all Participating Governments.



d. Assessment Of Availability Of Resources And Ability To Render Assistance: When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment, and other resources. All Participating Governments shall render assistance to the extent personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment, or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered. It shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix 2 as Form REQ-A.

e. Written Acknowledgement: The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix 2 and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

f. Supervision And Control: The personnel, equipment, and resources of any Assisting Party shall remain under the operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment, and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This Agreement shall not support any person, group, or organization that self-deploys.

g. Food, Housing, Self-Sufficiency: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure.



However, assisting Party personnel and equipment should be self-sufficient for operations in areas stricken by emergencies or disasters to the greatest extent possible. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

h. Rights And Privileges: Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

i. Communications: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

3. REIMBURSABLE EXPENSES.

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraphs 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in the Intrastate Reimbursement Summary Form (Form R-2, Appendix 3).

a. Personnel: During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses, including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this Agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.



b. Equipment: The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local, state, or federal hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which the Federal Emergency Management Agency reimburses costs, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

c. Materials And Supplies: The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace the materials and supplies used or damaged with like kind and quality as determined by the Assisting Party. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

d. Record Keeping: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record-keeping to Assisting Party personnel.

e. Payment: Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any



loss, damage, expense, or use of personnel, equipment, and resources provided to a Requesting Party.

f. Payment by or Through the Agency: The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making a written request to the Agency for reimbursement of travel and subsistence expenses prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after the expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

4. IMMUNITY.

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21. The Parties may waive this immunity in a manner provided by law to the extent that adequate insurance coverage is in effect.

5. LENGTH OF TIME FOR EMERGENCY.

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17.

6. TERM.

This Agreement shall be in effect for four (4) years from the date hereof. It shall automatically be renewed in successive four-year terms unless terminated upon 60 days advance written notice by



the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

7. EFFECTIVE DATE OF THIS AGREEMENT.

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY.

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to:

- a.** Request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement;
- b.** Coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement;
- c.** Serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration;
- d.** Serve as the central depository for executed Agreements;
- e.** Maintain a current listing of Participating Governments with their Authorized Representative and contact information and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

MEMA will assume no responsibility for any person, group, or organization that self deploys.

9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS.

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section, or



subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection, or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements pursuant to Section 33-15-19, Mississippi Code, or interlocal agreements pursuant to Section 17-13-1 (Interlocal Cooperation of Governmental Units - §§ 17-13-1 — 17-13-17), Mississippi Code, those parties agree that this Agreement supersedes said agreements only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this Agreement. In the event that two or more parties to this Agreement wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.



IN WITNESS WHEREOF, the parties named herein have duly executed this Agreement/Compact on the date set forth below:

ATTEST:

CITY OF STARKVILLE

By: _____
Mayor

By: _____
Clerk of the Board

APPROVED AS TO FORM:

Date: _____

By: _____
City of Starkville Attorney

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____
Executive Director

Date: _____



Appendix 1 (SMAC Authorized Representatives)



STATEWIDE MUTUAL AID COMPACT

Date: _____ Name of Government: _____

State Vendor # _____

Mailing Address: _____

City: _____, MS Zip Code: _____

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

1st Alternate Representative:

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

2nd Alternate Representative:

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____



Appendix 1 (SMAC Authorized Representatives)



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Appendix 2 (Form REQ-A)

As outlined in SMAC section 2. *Procedures*, the SMAC Form REQ-A displayed below, is required when a participating government either becomes affected by or is under imminent threat of a major disaster and requires emergency-related mutual aid assistance.

MEMA utilizes a digital version of the Form REQ-A for several reasons, including but not limited to:

- Expedite request, approval, and deployment processes;
- The REQ-A can be used as a living document, continuously updated and approved for mission developments and changes;
- Provides for a smooth transition to the R-2 Reimbursement Form and process.

The version displayed is a snapshot of the actual digital document. The full digital version of this form is a Microsoft Excel document, able to be downloaded from the [MEMA Downloads\EMAC-SMAC](#) folder on the MEMA SharePoint.

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at emac@mema.ms.gov.

SMAC REQ-A Form			
SECTION I: TO BE COMPLETED BY THE REQUESTING COUNTY			
Event Name:			
Date:			
State Mission #:			
Requesting County:			
Requesting County REQ-A Contact:			
First Name:		Name:	
Phone 1:		Phone 2:	
E-mail 1:		E-mail 2:	
Mission Type:		If State:	Select Discipline:
Mission Description:			
Resource Requested:			
Deployment Dates (including travel days):			
Mobilization:		Demobilization:	
Date Needed:		Date Released:	
Deployment Details:			
Work Location/Facilities:		Select One:	
Location/Facility Name:			
Address 1:			
Address 2:			
City:		Page 2	Zip Code:



Appendix 2 (Form REQ-A) to SMAC



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Appendix 3 (Form R-2)

As outlined in SMAC section 3. *Reimbursable Expenses*, the SMAC Intrastate Reimbursement Summary Form (Form R-2) displayed below, is required when a participating government supporting a major disaster requests for mutual aid assistance reimbursement.

Based on the EMAC Form R-2, MEMA utilizes a digital version of the Form R-2 for several reasons, including but not limited to:

- Expedite speed of submission, approval, and reimbursement processes;
- The R-2 is to be used as a living document, continuously updating and itemizing mission deployments, developments, and changes;
- Supports the Form REQ-A seamlessly to ensure continuity, approval, and transparency.

The version displayed is a snapshot of the actual digital document. The full digital version of this form is a Microsoft Excel document, able to be downloaded from the [MEMA Downloads\EMAC-SMAC](#) folder on the MEMA SharePoint.

For more information or assistance, contact the MEMA EMAC-SMAC Coordinator at emac@mema.ms.gov.

SMAC R-2 Form			
Mississippi - Statewide Mutual Assistance Compact (SMAC)			
Intrastate Reimbursement Summary Form R-2			
Event:			
Requesting State/Province:		Date Submitted:	
Resource Provider:			
Resource Provider / Vendor Name:			
State Mission Number:		EMAC Mission Number:	
Copies of all receipt and payment vouchers for all expenses are attached (please select):			
Personnel Costs			
Total Regular Hours	\$	Total Regular Fringe	\$
Total Overtime Hours	\$	Total Overtime Fringe	\$
Total Backfill Hours	\$	Total Backfill Fringe	\$
Total Holiday Pay Hours	\$	Total Holiday Pay Fringe	\$
Total Compensatory Hours	\$	Total Compensatory Fringe	\$
Total Personnel Costs		\$	
Travel Costs			
Meals: Per Diem	\$	Meals: Receipt	\$
Air Travel	\$	Airfare: Baggage and Fees	\$
Lodging	\$	Parking/Toll	\$
POV/GOV/Rental	\$	POV/GOV/Mileage and Fuel	\$
Total Travel Costs		\$	
Equipment Costs			
Equipment by State	\$	Equipment Repair/Replacement	\$
Total Equipment Costs		\$	
Commodity Costs			
Total Commodity	\$		
Total Commodity Costs		\$	
Other Costs			
Other by State	\$	Other by Quantity	\$
Total Other Costs		\$	
Total Reimbursement		\$	
Total Donated		\$	
Comments			
REIMBURSEMENT PACKAGE CERTIFICATION			
By signing below, you the authorized official of the Resource Provider, certify that the totals for each category/claim represent the actual costs expended in performance of the requests described in the RSMR/Incident Order and that all expenditures were made in accordance with the Resource Provider's pre-existing policies. You also certify that all income and transport to the claim/expense documentation included will be considered accurate and complete.			
Certified and Authorized By:			
Print Name	Title	Date	



Appendix 3 (Form R-2) to SMAC



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SMAC

STATEWIDE MUTUAL
AID COMPACT

A SYSTEM FOR USING ALL AVAILABLE
RESOURCES DURING EMERGENCIES





AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: July 5, 2022
PAGE: 1

SUBJECT: Consideration of approving sharing the cost of the purchase of a new Christmas tree with the Main Street Association in an amount not to exceed \$10,000.

AMOUNT & SOURCE OF FUNDING: \$10,000 from the Mayor's budget line item 600-300 transferred to advertising 691-550.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: Board of Aldermen approved the authorization of \$10 million dollars in bonds and the issuance of \$5 million at the meeting of June 21, 2022.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Rupp

FOR MORE INFORMATION CONTACT: Mayor Spruill, Alderman Rupp or Paige Watson

SUGGESTED MOTION:

Move approval of sharing the cost of a new Christmas tree for the downtown roundabout in front of city hall with a not to exceed amount of \$10,000



Mayor Lynn Spruill
The Board of Aldermen
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

Re: New Downtown Christmas Tree

Dear Mayor Spruill and members of the Board of Aldermen:

The mission of the Starkville Main Street program is to provide opportunity and support for our City's historic downtown commercial district. We do so by encouraging economic vitality, promotional exposure, and visibility throughout the district.

In continuing our purchase efforts of updated holiday décor, the Starkville Main Street Association has explored several new Christmas tree options for the downtown roundabout. The board unanimously agreed to purchase a new 22-foot tree with special lighting display effects, which includes ornaments and a tree topper.

The total cost of the new tree is \$19,860, and we would appreciate the city contributing \$10,000 of the purchase price to our efforts.

The tree purchase is the final phase of our board's updated holiday decoration plan, and after the wonderful and positive feedback of last year's additions, we are certain this tree will compliment and complete our holiday look for many years to come.

Thank you always for your consideration and generous support of our projects to make our Main Street the best it can be.

Sincerely,

Starkville Main Street Association
Board of Directors

Jubilee Decor
406 River Falls St #127
Andalusia, AL 36420 US
(334) 403-4110
justin@jubileedecor.com
www.jubileedecor.com

Estimate 1502

**ADDRESS**

Page Watson
Main Street Starkville
200 East Main Street
Starkville, MS 39759

SHIP TO

Page Watson
Main Street Starkville
200 East Main Street
Starkville, MS 39759

DATE
06/05/2022

TOTAL
\$19,860.00

EXPIRATION
DATE
06/30/2022

PAYMENT TERMS

Net 30

SALES REP

GH

ACTIVITY	QTY	RATE	AMOUNT
Trees:RGB Panel Tree-19 19' RGB Panel Tree - Includes RGB Pebble Lights with effects controller, and 10 ornaments per panel.	1	17,840.00	17,840.00
Trees:Snowburst Tree Topper-5 3' Snowburst Tree Topper	1	650.00	650.00
Freight Shipping Charges	1	1,370.00	1,370.00

Upon review of this Estimate please sign, date, and email the signed copy back to confirm your order in our system.

TOTAL **\$19,860.00**

THANK YOU.

Accepted By

Accepted Date



ong.
inated.





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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: July 5, 2022
PAGE: 1

SUBJECT: Request Approval for the Clearwater Consultants, Inc. Work Authorization Number 22-02 for the 2023 MDOT Multi-Modal Project MM-0068-1123 for Improvements to the South Hangar Apron and Parking area at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: Approximately \$25,650 from the 2023 MDOT MM-0068-1123 Grant and \$1,350 from local match (5%) acct: 015-505-720-805

FISCAL NOTE: Approved by the Airport Board on June 27, 2022

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve the Clearwater Consultants, Inc. Work Authorization Number 22-02 for the 2023 MDOT Multi-Modal Project MM-0068-1123 for Improvements to the South Hangar Apron and Parking area at George M. Bryan Field

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 22-02

2023 MDOT Project

Project Identification No. MM-0068-1022

Date: July 8, 2022

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("OWNER") and Clearwater Consultants, Inc. ("ENGINEER") dated September 19, 2017.

Scope of Services

The Engineer shall provide Professional Services for the 2023 MDOT Project which shall be comprised of a improvements to the South Hangar apron and parking area. See the attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will begin upon execution of this work authorization and will extend 30 days beyond final completion of the project.

Compensation

1. Basic Services:
 - (a) Project Development & Administrative \$ 2,900
 - (b) Design, Preparation of Construction Documents and Bidding \$ 12,500
 - (c) Construction Engineering and Administration \$ 9,100
2. Special Services: Budget for Special Services is as follows
 - (a) Surveys, Construction Q/A Testing & Related \$ 2,500

Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit "C".

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville

Clearwater Consultants, Inc.

Honorable D. Lynn Spruill, Mayor

Date: July 8, 2022



Carey Hardin, P.E., President

Date: July 8, 2022

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 22-02

2023 MDOT Project

PROJECT DESCRIPTION:

The OWNER intends to construct improvements to the ramp and parking area for the South Hangar at George M. Bryan Field (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. PROJECT DEVELOPMENT PHASE: After authorization to proceed the ENGINEER shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.
3. Prepare preliminary designs necessary to determine the type, size, and scope of the improvement project based upon projected aviation activity and current airport standards.
4. Prepare preliminary statement of probable construction cost for the project.
5. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.
6. Furnish copies of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.

B. DESIGN PHASE: After authorization to proceed the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project. The most current version of the following design criteria and standard, as well as other applicable standards will be used during the design of the PROJECT:

- FAA AC 150/5300-13 Airport Design
- FAA AC 150/5370-10 Standard Specifications for Construction of Airports

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.
2. Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.
3. Submit appropriate documents to state and federal agencies for approvals and permits.
4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

C. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:

1. Assist the OWNER in securing bids, tabulation and analysis of bid results.
2. Assist the OWNER in preparation of contract documents for the award of construction contracts.

D. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:

1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
2. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 10 business days from receipt.
4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.
5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.

7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.
8. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.
9. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.
10. If necessary, prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
11. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.
12. Record Drawing preparation.

SECTION II – SPECIAL SERVICES

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

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.
- D. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- F. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.

- G. Extra Work Created by Design Changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.
- H. Extra Work Required to revise Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- I. Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- J. Additional services required for construction administration due to unforeseen circumstances, including, but not limited to, unavoidable delays in construction and contractor not completing work within contract time.

SECTION III – OWNER’S RESPONSIBILITIES

- A. Provide full information as to the requirements for the PROJECT.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.
- C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.
- F. Access to the Site/Jobsite Safety. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The OWNER understands that the ENGINEER is not responsible in any way for the means, methods, sequence, procedures, techniques, scheduling of construction or jobsite safety. The ENGINEER will not be responsible for any losses or injuries that occur at the PROJECT site.

Clearwater Consultants, Inc.
Rate Schedule - 2021

Project Manager	\$ 165.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 125.00/Hour
CAD Draftsman	\$ 95.00/Hour
Field Technician III (RPR)	\$ 95.00/Hour
Field Technician II (RPR)	\$ 55.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour

Travel

Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.
Lodging & Meals	Actual Cost

Other Direct Expenses

Actual Cost + 15%



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: July 5, 2022
PAGE: 1

SUBJECT: Request Approval to Reject Contract B Bid from T&M Steel for Site Work and Erection of a Corporate Hangar and take under Advisement Contract A Bid from Erect-A-Tube for the Manufacture Supply and Delivery of Corporate Hangar Building at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: MDOT Multi-Modal Grant MM-0068-1022

FISCAL NOTE: T&M Steel Total Base Bid of \$687,510.00 was above the budget amount and the Erect-A-Tube Total Bid for the Corporate Hangar was \$228,712.00.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Reject Contract B Bid from T&M Steel for Site Work and Erection of a Corporate Hangar and take under Advisement Contract A Bid from Erect-A-Tube for the Manufacture Supply and Delivery of Corporate Hangar Building at George M. Bryan Field



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: July 5, 2022
PAGE: 1

SUBJECT: Request Approval to Re-advertise for Bids for the site work regarding the MDOT 2022 Corporate Hangar Project and to Advertise for Bids for the MDOT 2023 South Hangar Ramp Expansion, Renovation and Related work Project at George M. Bryan Field

AMOUNT & SOURCE OF FUNDING: From the MDOT MM-0068-1022 Grant and from the MM-0068-1023 Grant

FISCAL NOTE: Approved by the Airport Board on June 27, 2022

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to Approve to Re-advertise for Bids for the site work regarding the MDOT 2022 Corporate Hangar Project and to Advertise for Bids for the MDOT 2023 South Hangar Ramp Expansion, Renovation and Related work Project at George M. Bryan Field



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 5, 2022
PAGE: Page 1 of 3

SUBJECT:

Discussion and consideration of A Special Event request by Mississippi State Student Association to hold the 2022 Bulldog Bash on October 21st and have City participation with in-kind services.

FISCAL NOTE:

The estimated cost to the city is \$44,850.00 with the funding being indirectly associated with the cost of city services from five departments.

Estimated costs of the City's in-kind services:

Department	Cost
Police Department	\$24,750.00
Fire Department	\$700.00
Sanitation Department	\$17,000.00
Utility Department	\$400.00
Street Department	\$2,000.00
Total	\$44,850.00

SUMMARY:

The applicant, Mississippi State Student Association, is requesting to hold the 2022 Bulldog Bash and have City participation with in-kind services on October 21, 2022. The request is to hold the concert event in Downtown. Setup for the event will begin at 2:00 am on October 21st and complete takedown by 6:00 am on October 22nd. The concert portion of the event is scheduled for 1-11 pm. The event map can be seen on attachment 1 and the road closing times on attachment 2. The requested service includes the Starkville Police Department, Sanitation Department, Fire Department, Streets Department, and Electric Department with a total cost of \$44,850.00.

In addition to the downtown street closures, there will be additional street closures in the Cotton District in anticipation of large crowds after the event. The closures are planned for University Drive at the intersection of Maxwell Street and Page Avenue. Additionally, there will be a street closure at the Intersection at Maxwell Street and Lummus Street. The street closure will last from 11:00 pm until 2:00 am.

Recommended Condition of Approval:

1. Proof of Insurance, as required in Section 2 of the Special Events Policy, shall be provided no later than September 30, 2022 by 5pm for review by the City Attorney.

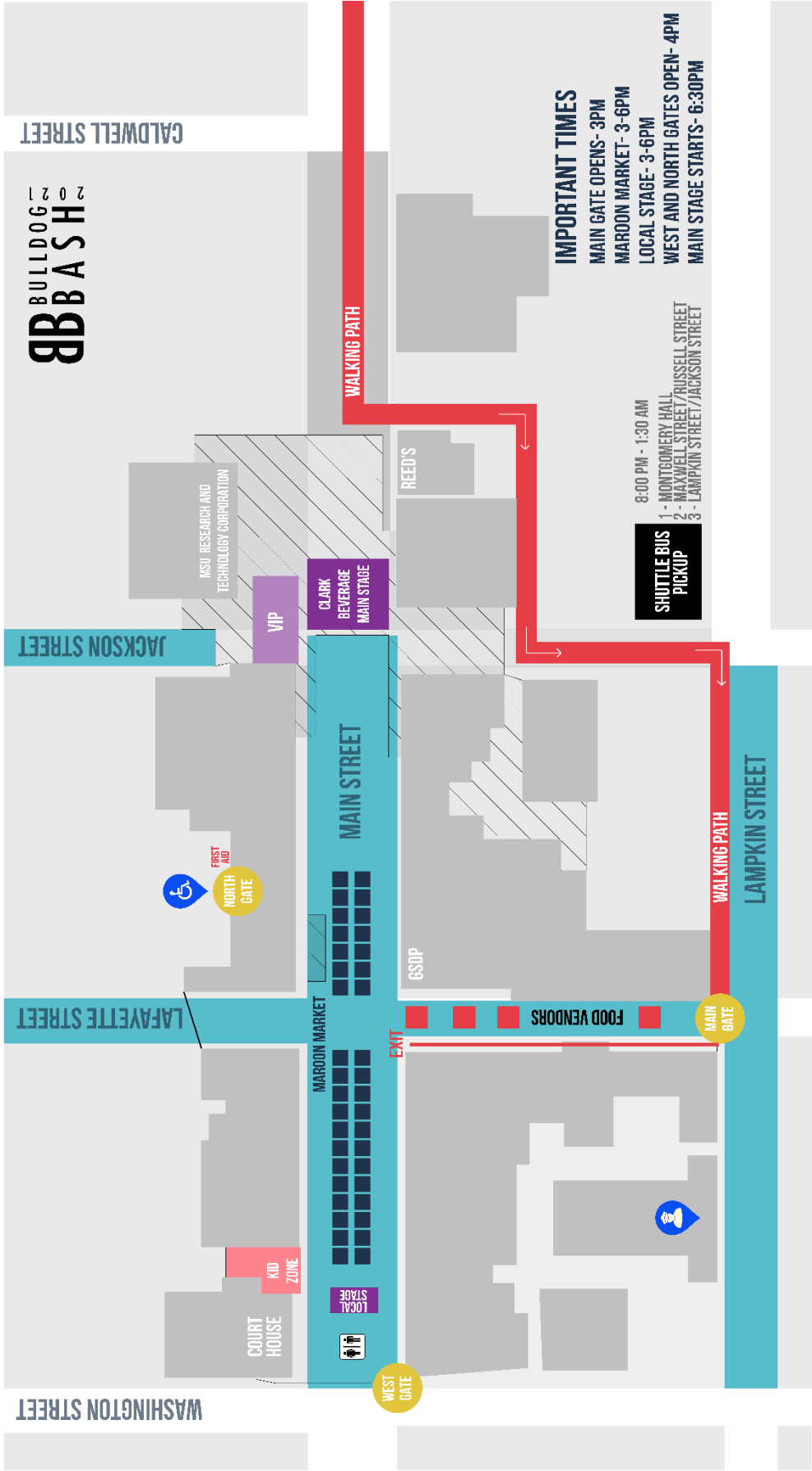
FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

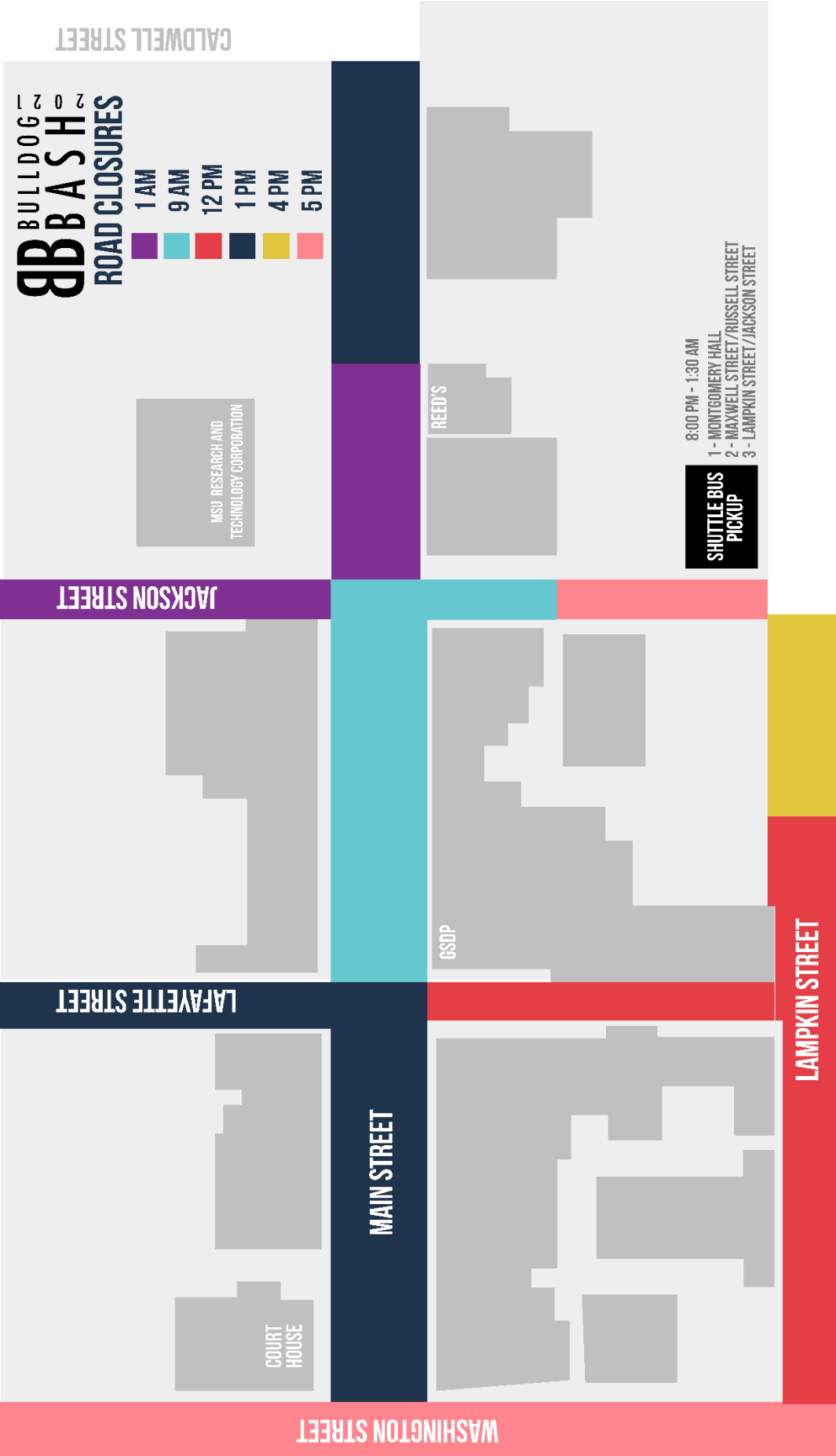
SUGGESTED MOTION:

Move approval of the 2022 Bulldog Bash with in-kind services to be held on October 21, 2022 with one condition.

Attachment 1-Event Map



Attachment 2- Road Closing Times





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 5, 2022
PAGE: Page 1 of 1

SUBJECT:

Discussion and consideration of calling for two public hearings for updating and amending the Unified Development Code.

SUMMARY:

The Unified Development Code was adopted in December of 2019 and last amended on April 15, 2022. The proposed amendments include but are not limited to: updating the flood plain sections, updating zoning district dimensional standards for RN zoning districts, adding requirements for areas outside of city requesting city services, updating sidewalk map, correcting some typographical and formatting errors in several sections, removing conflicting language from development standards, and adding requirements for boarded up structures. The sections affected by this update include but are not limited to: Sections 6, 14, 15, 16, and 17.

There are a total of two public hearings with the Board of Aldermen being proposed. The following preliminary dates would be set for the Public Hearings:

August 2, 2022- 1st Public Hearing- Board of Aldermen

August 16, 2022- 2nd Public Hearing and Consideration- Board of Aldermen

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

SUGGESTED MOTION:

Move approval to call for two public hearings for amending the Unified Development Code.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 07.05.2022
PAGE: 1

SUBJECT: Consideration of accepting the quote from Springer Engineer, Inc. for professional engineering services to assess the condition of Sand Road and provide preliminary roadway improvement options.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Cody A. Burnett

The Board has previously approved an as-needed contract with Springer Engineer, Inc. for professional engineering services. It is desired to utilize this contract to assess the condition of Sand Road via subsurface soil investigation and to provide preliminary pavement designs with cost estimates.

The quote for these services is itemized below:

Subsurface Soils Investigation	\$3,000.00
<u>Preliminary Pavement Designs & Cost Estimates</u>	<u>\$6,000.00</u>
Total Cost	\$9,000.00

Attached is the full quote from Springer Engineering, Inc.

SUGGESTED MOTION: Move for approval to accept the quote from Springer Engineering, Inc. for professional engineering services for the Sand Road rehabilitation project.



206 OLD WEST POINT RD.
STARKVILLE, MS 39759
PHONE 662-323-2296
SPRINGERMS@BELLSOUTH.NET

April 4, 2022

City of Starkville
ATTN: Edward Kemp, P.E.
110 West Main Street
Starkville, Mississippi 39759

**RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR
SAND ROAD IMPROVEMENTS
STARKVILLE, MISSISSIPPI**

Dear Mr. Kemp:

Your selection of Springer Engineering to perform the professional services on the project captioned above is appreciated. Having examined the information forwarded by your office and having discussed the scope of work with you, we offer to furnish the following items for the fees stipulated below.

Preliminary Design Phase:

A.	Subsurface Soils Investigation	\$ 3,000.00
	(12 borings @ 5 feet)	
B.	Topographic Survey.....	\$ 9,600.00
C.	Preliminary Pavement Designs and Cost Estimates.....	\$ <u>6,000.00</u>
	Total	\$ 18,600.00

Final Design and Construction Phase:

A proposal can be provided for final project plans, construction administration, inspection and testing once preliminary design has been approved.

I trust that this proposal meets your needs and is within your budget. However, should you have any questions concerning this submittal, the opportunity to address same will be appreciated.

Very truly yours,



Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

ACCEPTED BY:

Edward Kemp P.E.
City of Starkville

Date



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 07/05/2022

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2021 – 2022 Budget

FISCAL NOTE: Total Claims for the FY 22 Claims Docket Ending July 05, 2022 is \$1,043,510.97
Of which the claims amount for Starkville Utilities is \$668,246.09

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Cindy Perkins, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of June 28, 2022 for fiscal years ending 09/30/22, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 6/23/2022 - 6/28/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
PETTY CASH VOUCHERS	INV0035178	06/23/2022	GATORADES (STRUCTURE FIRE)	001-000-160-697	47.08
GILLIAN MAY	INV0035190	06/23/2022	OVERPAYMENT	001-000-149-691	250.00
JACKSON K WARREN	INV0035198	06/24/2022	CASE RETIRED TO THE FILE	001-000-149-691	178.00
Outstanding Total:					475.08
Department 000 - UNDESIGNATED Total:					475.08
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-100-604-330	4.24
Outstanding Total:					4.24
Department 100 - BOARD OF ALDERMEN Total:					4.24
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON FINANCIAL SERVICES, INC	28707452	06/11/2022	USAGE	001-110-604-330	121.65
CANON FINANCIAL SERVICES, INC	28707456	06/11/2022	USAGE	001-110-604-330	136.81
WATCHDOG DOCUMENT SERVICES	C11149	06/20/2022	SHREDDING OF DOCUMENTS	001-110-600-301	450.00
VANYETTA HOLMES	INV0035175	06/22/2022	COURT OBLIGATIONS	001-110-600-301	111.00
SULLIVAN'S OFFICE SUPPLY, INC.	73797	06/23/2022	PEEL WINDOW ENVELOPES,BINDER CLIPS, ENDUSTER	001-110-501-200	120.10
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-110-604-330	2.12
QUADIENT FINANCE USA, INC.	STK11458920	06/28/2022	POSTAGE 7900044080691508	001-110-604-330	690.00
Outstanding Total:					1,631.68
Department 110 - MUNICIPAL COURT Total:					1,631.68
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	28707455	06/11/2022	USAGE	001-120-604-330	103.46
PETTY CASH VOUCHERS	INV0035177	06/22/2022	BOARD MEETING SNACKS	001-120-503-202	7.06
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-120-604-330	2.12
QUADIENT FINANCE USA, INC.	STK11458920	06/28/2022	POSTAGE 7900044080691508	001-120-604-330	10.00
Outstanding Total:					122.64
Department 120 - MAYORS OFFICE Total:					122.64
Department: 123 - IT					
Outstanding					
HOWARD INDUSTRIES	22-00550016	05/12/2022	BITDEFENDER RENEWAL	001-123-600-300	8,100.00
SYNERGETICS DIVERSIFIED COMP,INC	051016	05/31/2022	MITEL 6920 PHONE (8)	001-123-604-330	1,760.00
CANON FINANCIAL SERVICES, INC	28707446	06/11/2022	USAGE	001-123-604-330	116.29
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-123-604-330	21.20
Outstanding Total:					9,997.49
Department 123 - IT Total:					9,997.49
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CANON FINANCIAL SERVICES, INC	28707445	06/11/2022	USAGE	001-145-604-330	479.06

Expense Approval Report

Post Dates: 6/23/2022 - 6/28/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	28707452	06/11/2022	USAGE	001-145-604-330	121.64
AMAZON CAPITAL SERVICES, INC.	1YFW-FC7X-PRCQ	06/19/2022	STAPLES,FILE FOLDERS,FILE FOLDER LABELS ENVELOPES	001-145-501-200	139.73
TYLER TECHNOLOGIES	025-384469	06/21/2022	W CORBAN FINANCIAL MANAGEMENT	001-145-610-350	150.00
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-145-604-330	2.12
QUADIENT FINANCE USA, INC.	STK11458920	06/28/2022	POSTAGE 7900044080691508	001-145-604-330	180.00
Outstanding Total:					1,072.55
Department 145 - OTHER ADMINISTRATIVE Total:					1,072.55
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1235693	06/22/2022	RENEWAL L MCCASKEY	001-159-620-371	175.00
Outstanding Total:					175.00
Department 159 - BONDING-CITY EMPLOYEES Total:					175.00
Department: 169 - LEGAL					
Outstanding					
MARK G. WILLIAMSON, ATTORNEY AT LAW	INV0035191	06/27/2022	COURT OPENING D RILEY	001-169-600-309	200.00
Outstanding Total:					200.00
Department 169 - LEGAL Total:					200.00
Department: 180 - HUMAN RESOURCES					
Outstanding					
CANON FINANCIAL SERVICES, INC	28707446	06/11/2022	USAGE	001-180-604-330	116.28
FEDEX	7-788-77825	06/15/2022	PAYROLL SERVICES	001-180-691-505	32.06
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-180-604-330	2.12
QUADIENT FINANCE USA, INC.	STK11458920	06/28/2022	POSTAGE 7900044080691508	001-180-604-330	10.00
Outstanding Total:					160.46
Department 180 - HUMAN RESOURCES Total:					160.46
Department: 190 - CITY PLANNER					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	12045	05/31/2022	E911 ADDRESSING	001-190-600-300	2,852.00
CANON FINANCIAL SERVICES, INC	28707455	06/11/2022	USAGE	001-190-604-330	103.46
GOLDEN TRIANGLE PLANNING & DEV. INC	INV0035200	06/17/2022	E911 ADDRESSING	001-190-600-300	3,113.00
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-190-604-330	16.96
QUADIENT FINANCE USA, INC.	STK11458920	06/28/2022	POSTAGE 7900044080691508	001-190-604-330	20.00
Outstanding Total:					6,105.42
Department 190 - CITY PLANNER Total:					6,105.42
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	4122985741	06/21/2022	SUPPLIES	001-192-510-220	12.62
CINTAS	4122985837	06/21/2022	SUPPLIES	001-192-510-220	74.44
PETTY CASH VOUCHERS	INV0035176	06/22/2022	DISH DETERGENT	001-192-510-220	7.19
JAN-PRO OF MS	869129	06/24/2022	JULY JANITORIAL SERVICE	001-192-600-338	1,619.00
CINTAS	4123778455	06/28/2022	SUPPLIES	001-192-510-220	74.44
CINTAS	4123778462	06/28/2022	SUPPLIES	001-192-510-220	12.62
PETTY CASH VOUCHERS	INV0035214	06/28/2022	TRASH BAGS	001-192-510-220	16.05
PETTY CASH VOUCHERS	INV0035214	06/28/2022	TRASH BAGS	001-192-510-220	12.84
Outstanding Total:					1,829.20
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					1,829.20

Expense Approval Report

Post Dates: 6/23/2022 - 6/28/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEV. INC	10753	05/31/2022	CEM FINISH UPDATES J COKER	001-196-691-300	128.00
GOLDEN TRIANGLE PLANNING & DEV. INC	10754	05/31/2022	BOAUPDATE WEB MAP FOR CEMETERY	001-196-691-300	146.00
GOLDEN TRIANGLE PLANNING & DEV. INC	12031	05/31/2022	CEMETARY UPDATES	001-196-691-300	304.00
GOLDEN TRIANGLE PLANNING & DEV. INC	INV0035199	06/30/2022	UPDATES	001-196-691-300	665.00
Outstanding Total:					1,243.00
Department 196 - CEMETERY ADMINISTRATION Total:					1,243.00
Department: 197 - ENGINEERING					
Outstanding					
CANON FINANCIAL SERVICES, INC	28707455	06/11/2022	USAGE	001-197-604-330	103.46
AMAZON CAPITAL SERVICES, INC.	13DN-G9VK-6V94	06/14/2022	CANON PLOTTER INK CARTRIDGE	001-197-501-200	144.02
QUADIENT FINANCE USA, INC.	STK11458920	06/28/2022	POSTAGE 7900044080691508	001-197-604-330	40.00
Outstanding Total:					287.48
Department 197 - ENGINEERING Total:					287.48
Department: 201 - POLICE DEPARTMENT					
Outstanding					
PARKER CDJR*	129184	05/24/2022	VIN#2616 TURN SIGNAL INOPERABLE REPAIRED SIGNAL	001-201-630-360	100.05
NEWELL PAPER COMPANY	3146240	06/09/2022	TISSUE, TOWELS, TRASH CAN LINERS	001-201-555-208	164.89
CANON FINANCIAL SERVICES, INC	28707450	06/11/2022	USAGE	001-201-635-369	400.00
CANON FINANCIAL SERVICES, INC	28707451	06/11/2022	USAGE	001-201-635-369	58.13
CANON FINANCIAL SERVICES, INC	28707453	06/11/2022	USAGE	001-201-635-369	248.25
CANON FINANCIAL SERVICES, INC	28707454	06/11/2022	USAGE	001-201-604-330	124.85
PARKER CDJR*	129462	06/13/2022	OIL & FILTER CHANGE	001-201-630-360	69.01
APPLIED CONCEPTS, INC.- STALKER RADAR	403377	06/13/2022	DUAL ENHANCED COUNTING,DUAL MODULAR, DUAL KA ANTEN	001-201-556-251	1,589.00
MID-SOUTH UNIFORM & SUPPLY, INC	629546	06/13/2022	CHAPLAIN BADGE AND CASE	001-201-535-233	135.39
APPLIED CONCEPTS, INC.- STALKER RADAR	403462	06/14/2022	DUAL ENHANCED COUNTING,DUAL MODULAR, DUAL KA ANTEN	001-201-556-251	1,589.00
A+ AUTO REPAIR	023435	06/15/2022	#9549 PASS FRONT WINDOW REGULATOR ASSEMBLY	001-201-630-360	328.22
R&M TIRES	1138935	06/15/2022	VIN#6902 REPAIR FLAT AND ROTATE TIRES	001-201-630-360	77.50
PARKER CDJR*	129490	06/15/2022	VIN#0842 REPLACED BLOWER MOTOR FUSE	001-201-630-360	125.00
R&M TIRES	1138970	06/16/2022	VIN#2115 4 TIRES BALANCE & ALIGN OIL & FILTER CHA	001-201-630-360	833.73
WALMART- CAPITAL ONE	752168646434940	06/17/2022	WATER & ICE	001-201-501-200	42.00
GRAPHIC TICKETS & SYSTEMS	007021	06/20/2022	2 PART PARKING TICKETS	001-201-556-251	497.46
GTPDD PHARMACY	34373	06/20/2022	MEDICINE FOR INMATED DUNCAN,DOSS,DAVIS	001-201-541-240	166.81
FUELMAN / FLEETCOR	INV0035172	06/20/2022	FUEL CHARGES 6.13.22-6.19.22	001-201-525-231	5,720.65
CADENCE /ELAN VISA	1075899	06/21/2022	ONLINE COURSE R EGUIRES TRAINING	001-201-690-552	1,195.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035173	06/21/2022	MONTHLY BILL	001-201-625-380	222.55

Expense Approval Report

Post Dates: 6/23/2022 - 6/28/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
PARKER MADEEN	INV0035181	06/21/2022	REIMBURSEMENT FOR UNIFORM REPAIRS	001-201-535-233	27.75
STARKVILLE UTILITIES	INV0035195	06/21/2022	MONTHLY USAGE	001-201-625-380	26.83
R&M TIRES	1139037	06/22/2022	VIN#7159 INTALL NEW BRAKE PADS	001-201-630-360	579.99
R&M TIRES	1139068	06/23/2022	VIN#3010 4 GEN G MAX TIRES BAL AND ALIGN	001-201-630-360	730.37
AMAZON CAPITAL SERVICES, INC.	1HWV-CNQK-1CHT	06/23/2022	8X4 MAGNETIC DRY ERASE WHITE BOARD	001-201-501-200	305.99
MAGNOLIA BOTTLED WATER CO	56911	06/24/2022	11 WATER COOLER WATER	001-201-501-200	99.00
FUELMAN / FLEETCOR	INV0035197	06/26/2022	6.20.22-6.262.22	001-201-525-231	4,645.54
IVY AUTO PARTS, LLC.	688852	06/27/2022	LATCH FOR MOTORCYCLE	001-201-630-360	11.39
R&M TIRES	1139162	06/28/2022	VIN#6795 2 GEN G MAX JUSTICE TIRES	001-201-630-360	295.14
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-201-604-330	62.59
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-201-690-450	58.20
ATMOS ENERGY	INV0035210	06/28/2022	MONTHLY USAGE	001-201-625-380	191.99
JEREMY SCOTT LOMAX	INV0035215	06/28/2022	CLOTHING ALLOWANCE REIMBURSEMENT	001-201-535-233	500.00
QUADIENT FINANCE USA, INC.	STK11458920	06/28/2022	POSTAGE 7900044080691508	001-201-604-330	40.00

Outstanding Total:	21,262.27
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Department 201 - POLICE DEPARTMENT Total:	21,262.27
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Department: 245 - DISPATCHERS

Outstanding

CADENCE /ELAN VISA	INV0035179	06/17/2022	ROOM FOR TANYA MULLEN TRAINING	001-245-690-552	465.00
CADENCE /ELAN VISA	INV0035180	06/17/2022	ROOM FOR R ESMAEILI TRAINING	001-245-690-552	465.00
TANYA MULLEN	INV0035201	06/17/2022	REIMBURSEMENT ON MILEAGE	001-245-690-552	184.33
TANYA MULLEN	INV0035202	06/17/2022	REIMBURSEMENT ON MEALS	001-245-690-552	33.70
RAANA ESMAELL	INV0035203	06/17/2022	REIMBURSEMENT ON TRAVEL	001-245-690-552	186.66
RAANA ESMAELL	INV0035204	06/17/2022	REIMBURSEMENT ON MEALS	001-245-690-552	118.27

Outstanding Total:	1,452.96
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Department 245 - DISPATCHERS Total:	1,452.96
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Department: 246 - CODE ENFORCEMENT

Outstanding

CA LABS	N22064706	06/15/2022	ASBESTIS TRESTONG FOR 1613 ROCK HILL RD	001-246-600-300	22.50
FUELMAN / FLEETCOR	INV0035197	06/26/2022	6.20.22-6.262.22	001-246-525-231	55.76

Outstanding Total:	78.26
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Department 246 - CODE ENFORCEMENT Total:	78.26
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Department: 261 - FIRE DEPARTMENT

Outstanding

EVAN BETZ	INV0035193	06/14/2022	REIMBURSEMENT EMS CERTIFICATION	001-261-600-390	40.00
QUILL CORPORATION	25817966	06/16/2022	INK,COPY PAPER,TAPE DSPR,BINDER,MARKERS	001-261-501-200	313.40
QUILL CORPORATION	25853540	06/16/2022	DUSTMOP HANDLE & DUST MOP REFILL	001-261-555-208	189.98
FUELMAN / FLEETCOR	INV0035172	06/20/2022	FUEL CHARGES 6.13.22-6.19.22	001-261-525-231	1,244.45
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035173	06/21/2022	MONTHLY BILL	001-261-625-380	163.75
STARKVILLE UTILITIES	INV0035174	06/21/2022	MONTHLY USAGE	001-261-625-380	1,440.29
STARKVILLE UTILITIES	INV0035195	06/21/2022	MONTHLY USAGE	001-261-625-380	691.44
WALMART- CAPITAL ONE	450758	06/23/2022	IGLOO COOLER FOR NEW FD2	001-261-555-250	23.88
LOWE'S-FIRE	09017	06/24/2022	PIT BOSS COMP BLEND PELLE	001-261-555-250	64.56
GATEWAY TIRE & SERVICE CENTER	1018-163566	06/24/2022	TIRE E5	001-261-630-360	596.62

Expense Approval Report

Post Dates: 6/23/2022 - 6/28/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17043442	06/24/2022	FIREFIGHTING BOOTS	001-261-918-805	1,213.23
JONATHAN WADE	INV0035194	06/24/2022	REIMBURSE ASBESTOS CERTIFICATION RENEWAL	001-261-600-390	200.00
FUELMAN / FLEETCOR	INV0035197	06/26/2022	6.20.22-6.262.22	001-261-525-231	1,222.75
ARMY NAVY PAWN SHOP	062722A	06/27/2022	UNIFORM PANTS	001-261-535-233	135.00
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-261-604-330	21.20
ATMOS ENERGY	INV0035210	06/28/2022	MONTHLY USAGE	001-261-625-380	82.40
ATMOS ENERGY	INV0035210	06/28/2022	MONTHLY USAGE	001-261-625-380	56.86
MAXXSOUTH BROADBAND	INV0035216	06/28/2022	INTERNET ST 2	001-261-625-380	88.95
MAXXSOUTH BROADBAND	INV0035217	06/28/2022	INTERNET ST 1	001-261-625-380	135.00
Outstanding Total:					7,923.76
Department 261 - FIRE DEPARTMENT Total:					7,923.76

Department: 281 - BUILDING/CODES OFFICE

Outstanding

CANON FINANCIAL SERVICES, INC	28707455	06/11/2022	USAGE	001-281-604-330	103.44
FUELMAN / FLEETCOR	INV0035172	06/20/2022	FUEL CHARGES 6.13.22-6.19.22	001-281-525-231	56.43
EMMANUEL MOORE	INV0035192	06/22/2022	BOAM CONFERENCE REIMBURSEMENT	001-281-690-553	292.24
QUADIENT FINANCE USA, INC.	STK11458920	06/28/2022	POSTAGE 7900044080691508	001-281-604-330	10.00
Outstanding Total:					462.11
Department 281 - BUILDING/CODES OFFICE Total:					462.11

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035173	06/21/2022	MONTHLY BILL	001-290-625-380	115.49
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035173	06/21/2022	MONTHLY BILL	001-290-625-380	1.00
STARKVILLE UTILITIES	INV0035174	06/21/2022	MONTHLY USAGE	001-290-625-380	140.66
STARKVILLE UTILITIES	INV0035195	06/21/2022	MONTHLY USAGE	001-290-625-380	57.27
Outstanding Total:					314.42
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					314.42

Department: 301 - STREET DEPARTMENT

Outstanding

AUTOZONE	0426410847	06/13/2022	OIL & OIL FILTERS	001-301-630-360	145.95
STARKVILLE AUTO PARTS	5151-153364	06/13/2022	SUPPLIES aIR,OIL SEAL AND LUBE	001-301-630-360	168.45
STARKVILLE AUTO PARTS	5151-153374	06/14/2022	DRAIN VALVE	001-301-630-360	17.32
APAC-MISSISSIPPI, INC	4000122479	06/15/2022	ASPHALT	001-301-560-270	544.50
BELL BUILDING SUPPLY, INC.	348936	06/16/2022	PUSH BROOM	001-301-555-250	29.44
AMAZON CAPITAL SERVICES, INC.	1XPH-943C-NDPK	06/19/2022	SANDING DISCS & TIRE GAUGE	001-301-630-360	53.97
OKT COUNTY SUPERVISORS	A4865	06/20/2022	CRS 2	001-301-560-270	662.50
FUELMAN / FLEETCOR	INV0035172	06/20/2022	FUEL CHARGES 6.13.22-6.19.22	001-301-525-231	2,067.01
FASTENAL COMPANY	MSSTA101242	06/20/2022	VESTS/ASPHALT BLADES	001-301-555-250	836.15
APAC-MISSISSIPPI, INC	4000123160	06/21/2022	ASPHALT	001-301-560-270	1,115.10
CINTAS	4122985869	06/21/2022	SUPPLIES	001-301-555-250	36.78
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035173	06/21/2022	MONTHLY BILL	001-301-625-380	-1,995.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035173	06/21/2022	MONTHLY BILL	001-301-625-380	1,584.95
STARKVILLE UTILITIES	INV0035174	06/21/2022	MONTHLY USAGE	001-301-625-380	79.67
STARKVILLE UTILITIES	INV0035174	06/21/2022	MONTHLY USAGE	001-301-625-380	37.56
STARKVILLE UTILITIES	INV0035195	06/21/2022	MONTHLY USAGE	001-301-625-380	378.63
NEWELL PAPER COMPANY	3146573	06/22/2022	TISSUE PAPER,TOWELS,WASP SPRAY,SPRAY 9	001-301-555-250	521.35
APAC-MISSISSIPPI, INC	4000123281	06/22/2022	ASPHALT	001-301-560-270	1,083.60
KIMBALL MIDWEST	100054306	06/23/2022	BLAVK OUT PAINT	001-301-565-272	199.56

Expense Approval Report

Post Dates: 6/23/2022 - 6/28/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-163505	06/23/2022	REPAIR TRUCK TIRES	001-301-630-360	85.10
BELL BUILDING SUPPLY, INC.	349510	06/23/2022	CONCRETE MIX	001-301-560-270	15.97
STARKVILLE LP GAS	3028925	06/24/2022	PROPANE FOR ASPHALT TRUCK	001-301-555-250	40.50
FUELMAN / FLEETCOR	INV0035197	06/26/2022	6.20.22-6.262.22	001-301-525-231	2,559.20
CINTAS	4123778483	06/28/2022	SUPPLIES	001-301-555-250	36.78
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-301-604-330	14.84
ATMOS ENERGY	INV0035210	06/28/2022	MONTHLY USAGE	001-301-625-380	371.77
Outstanding Total:					10,691.65
Department 301 - STREET DEPARTMENT Total:					10,691.65
Department: 360 - ANIMAL CONTROL					
Outstanding					
R&M TIRES	1139014	06/20/2022	VIN#9314 ROTORS & BRAKE PADS	001-360-630-400	529.96
FUELMAN / FLEETCOR	INV0035197	06/26/2022	6.20.22-6.262.22	001-360-525-231	73.20
Outstanding Total:					603.16
Department 360 - ANIMAL CONTROL Total:					603.16
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CANON FINANCIAL SERVICES, INC	28707448	06/11/2022	USAGE	001-550-600-330	412.60
FUELMAN / FLEETCOR	INV0035172	06/20/2022	FUEL CHARGES 6.13.22-6.19.22	001-550-525-231	94.89
FUELMAN / FLEETCOR	INV0035197	06/26/2022	6.20.22-6.262.22	001-550-525-231	80.64
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	001-550-600-330	2.12
CSP SPORTS FACILITIES COMPANIES, LLC	INV0035209	06/28/2022	JUNE 2022 EXPENSEE ADVANCE	001-550-600-297	50,000.00
ATMOS ENERGY	INV0035210	06/28/2022	MONTHLY USAGE	001-550-600-340	-226.17
Outstanding Total:					50,364.08
Department 550 - PARKS AND REC DEPARTMENT Total:					50,364.08
Department: 600 - CAPITAL PROJECTS					
Outstanding					
NEEL-SCHAFER	1079932	05/12/2022	OLD WEST POINT RD BRIDGE REPLACEMENT	001-600-912-806	43.53
Outstanding Total:					43.53
Department 600 - CAPITAL PROJECTS Total:					43.53
Fund 001 - GENERAL FUND Total:					116,500.44
Fund: 002 - RESTRICTED POLICE FUND					
Department: 251 - DRUG EDUCATION FUND					
Outstanding					
NATIONAL ASSOC of TOWN WATCH	12522	06/07/2022	5 BANNERS NATIONAL NIGHT OUT ON CRIME	002-251-501-210	270.00
Outstanding Total:					270.00
Department 251 - DRUG EDUCATION FUND Total:					270.00
Fund 002 - RESTRICTED POLICE FUND Total:					270.00
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
STARKVILLE UTILITIES	INV0035195	06/21/2022	MONTHLY USAGE	015-505-625-380	2,082.31
CLEARWATER INC., ENVIRONMENTAL ENGI	1232202	06/22/2022	CORPORATE HANGAR 7 IMPROVEMENTS TO AIR FIELD	015-505-720-805	4,693.62
VERIZON WIRELESS	99079008 10	06/28/2022	MONTHLY USAGE	015-505-604-330	2.12
Outstanding Total:					6,778.05
Department 505 - AIRPORT Total:					6,778.05
Fund 015 - AIRPORT FUND Total:					6,778.05

Expense Approval Report

Post Dates: 6/23/2022 - 6/28/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
CLEARWATER INC., ENVIRONMENTAL ENGI	1232202	06/22/2022	CORPORATE HANGAR 7 IMPROVEMENTS TO AIR FIELD	016-515-730-835	8,776.38
Outstanding Total:					8,776.38
Department 515 - RESTRICTED PROJECTS Total:					8,776.38
Fund 016 - RESTRICTED AIRPORT Total:					8,776.38
Fund: 022 - ENVIRONMENTAL SERVICES					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
OKTIBBEHA COUNTY COOPERATIVE	740960	12/10/2021	EDGER BLADE	022-322-555-250	35.90
TERRY'S GARAGE & REPAIRS, LLC	6268	04/07/2022	TRUCK #95 REPAIR	022-322-630-252	459.44
POWERSTROKE EQUIPMENT SALES & SVC	6652	06/09/2022	REPAIRED EXMARK MOWER & TRIMMER, SHROUD COVER	022-322-630-406	220.45
GATEWAY TIRE & SERVICE CENTER	1018-162903	06/13/2022	TRUCK #43 TIRE	022-322-630-360	408.67
GATEWAY TIRE & SERVICE CENTER	1018-162979	06/13/2022	TRUCK #41 TIRE	022-322-630-360	408.67
STARKVILLE AUTO PARTS	5151-153354	06/13/2022	HHC G25170-0406	022-322-555-250	19.49
GATEWAY TIRE & SERVICE CENTER	1018-163047	06/14/2022	TRUCK #43	022-322-630-360	410.62
GATEWAY TIRE & SERVICE CENTER	1018-163070	06/14/2022	TIRE	022-322-630-360	159.85
CLIMATE CONTROL	5284	06/14/2022	SERVICE CALL FOR UNIT	022-322-501-198	175.00
CLIMATE CONTROL	5285	06/14/2022	RELOCATED THERMOSTAT	022-322-501-198	235.00
GATEWAY TIRE & SERVICE CENTER	1018-163110	06/15/2022	TRUCK #44 TIRES	022-322-630-360	817.34
H&R AGRI-POWER	INV0035196	06/15/2022	SCREWS,NUTS,STUDS	022-322-555-250	73.98
PAUL'S WELDING	0877	06/16/2022	TRUCK #93 REPAIRS	022-322-630-252	1,520.00
LOWE'S-SANITATION	09638	06/16/2022	WINDOW A/C UNIT	022-322-501-198	745.05
GATEWAY TIRE & SERVICE CENTER	1018-163214	06/16/2022	TRUCK #87 TIRES	022-322-630-360	328.90
STARKVILLE UTILITIES	14620-0522	06/16/2022	5.1.22-5.31.22	022-322-600-333	6,381.90
STARKVILLE AUTO PARTS	5151-153442	06/16/2022	SUPPLIES	022-322-555-250	88.60
OKTIBBEHA COUNTY COOPERATIVE	799334	06/16/2022	U-JOINT REPAIR KIT, DOUBLE YOKE	022-322-555-250	415.54
BERRY ELECTRIC, LLC	004711	06/17/2022	INSTALL 240 VOLT OUTLET FOR AC	022-322-501-198	175.00
FUELMAN / FLEETCOR	INV0035172	06/20/2022	FUEL CHARGES 6.13.22-6.19.22	022-322-525-231	5,835.81
GATEWAY TIRE & SERVICE CENTER	1018-163418	06/21/2022	TRACTOR TIRE	022-322-630-406	177.43
STARKVILLE AUTO PARTS	5151-153542	06/21/2022	HYDRAULIC HOSE & FITTING	022-322-555-250	122.24
STARKVILLE UTILITIES	INV0035195	06/21/2022	MONTHLY USAGE	022-322-625-380	1,537.44
NEWELL PAPER COMPANY	3146568	06/22/2022	JANITORIAL SUPPLIES	022-322-501-200	435.42
FUELMAN / FLEETCOR	INV0035197	06/26/2022	6.20.22-6.26.22	022-322-525-231	6,008.19
NARRATIVE 12	INV0035218	06/28/2022	THINK GREEN PROMOTIONS	022-322-610-375	1,845.00
Outstanding Total:					29,040.93
Department 322 - SANITATION DEPARTMENT Total:					29,040.93
Fund 022 - ENVIRONMENTAL SERVICES Total:					29,040.93
Fund: 120 - MODERIZATION USE TAX					
Department: 300 - STREET DEPARTMENT					
Outstanding					
MARK E. SHAW	INV0035188	06/10/2022	INSPECTION SERVICES 5.30-22- 6.2.22 6.6.22-6.10.22	120-300-912-861	525.00

Expense Approval Report

Post Dates: 6/23/2022 - 6/28/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MARK E. SHAW	INV0035189	06/17/2022	6.13.22-6.17.22 INSPECTION SERVICES	120-300-912-861	255.00
Outstanding Total:					780.00
Department 300 - STREET DEPARTMENT Total:					780.00
Fund 120 - MODERIZATION USE TAX Total:					780.00

Fund: 380 - PARK BONDS 2020

Department: 551 - PARK & REC TOURISM

Outstanding

BELL BUILDING SUPPLY, INC.	339745	02/08/2022	CAULK & GUN	380-551-907-952	24.77
BELL BUILDING SUPPLY, INC.	347692	05/31/2022	LUMBER	380-551-907-952	239.46
MMC MATERIALS, INC.	770159	06/17/2022	CONCRETE FOR BRIDGE WALL	380-551-907-952	3,933.00
MMC MATERIALS, INC.	770161	06/17/2022	CONCRETE BRIDGE WALL	380-551-907-952	1,718.50
OKTIBBEHA COUNTY COOPERATIVE	800223	06/18/2022	DUMP TRAILER WITH COVER	380-551-918-805	7,545.00
T&M STEEL ERECTORS, INC.	INV0035212	06/28/2022	CORNERSTONE PAY APP 2 NO 015	380-551-907-945	72,324.15
T&M STEEL ERECTORS, INC.	INV0035213	06/28/2022	CORNERSTONE PAY APP 3 NO 012	380-551-907-945	87,628.26
Outstanding Total:					173,413.14

Paid

FOUR COUNTY ELECTRIC POWER ASSOCIATION	6294	06/28/2022	BUILD UNDERGROUND ELECTRIC SERVICE TO CORNER STONE	380-551-907-948	198,862.64
Paid Total:					198,862.64
Department 551 - PARK & REC TOURISM Total:					372,275.78
Fund 380 - PARK BONDS 2020 Total:					372,275.78

Fund: 681 - PAYROLL

Department: 000 - UNDESIGNATED

Paid

FRANKLIN COLLECTIONS SVC INC *	INV0035205	06/28/2022	J YARBROUGH CASE #1133 333	681-000-106-603	349.87
FIRST FRANKLIN FINANCIAL *	INV0035206	06/28/2022	M LASKER CASE # 1133 428	681-000-106-603	513.93
TOM ROBERSON	INV0035207	06/28/2022	INSURANCE OVERPAYMENT	681-000-115-613	1,434.88
MARLON FAIR	INV0035208	06/28/2022	CHILD SUPPORT REIMBURSEMENT	681-000-106-628	143.08
Paid Total:					2,441.76
Department 000 - UNDESIGNATED Total:					2,441.76
Fund 681 - PAYROLL Total:					2,441.76
Grand Total:					536,863.34

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	116,500.44	0.00
002 - RESTRICTED POLICE FUND	270.00	0.00
015 - AIRPORT FUND	6,778.05	0.00
016 - RESTRICTED AIRPORT	8,776.38	0.00
022 - ENVIRONMENTAL SERVICES	29,040.93	0.00
120 - MODERIZATION USE TAX	780.00	0.00
380 - PARK BONDS 2020	372,275.78	198,862.64
681 - PAYROLL	2,441.76	2,441.76
Grand Total:	536,863.34	201,304.40

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-149-691	MUNICIPAL COURT BOND...	428.00	0.00
001-000-160-697	DONATION FIRE	47.08	0.00
001-100-604-330	COMMUNICATIONS	4.24	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	120.10	0.00
001-110-600-301	PROFESSIONAL & CONTR...	561.00	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	950.58	0.00
001-120-503-202	COMMITTEE SUPPORT	7.06	0.00
001-120-604-330	COMMUNICATIONS	115.58	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	8,100.00	0.00
001-123-604-330	COMMUNICATIONS	1,897.49	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP...	139.73	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	782.82	0.00
001-145-610-350	TRAVEL/TRAINING	150.00	0.00
001-159-620-371	BONDING-CITY EMPLOYE...	175.00	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	128.40	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	32.06	0.00
001-190-600-300	PROF. SVCS	5,965.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	140.42	0.00
001-192-510-220	SUPPLIES	210.20	0.00
001-192-600-338	CONTRACT SERVICES	1,619.00	0.00
001-196-691-300	PROFESSIONAL SERVICES	1,243.00	0.00
001-197-501-200	SUPPLIES	144.02	0.00
001-197-604-330	COMMUNICATIONS	143.46	0.00
001-201-501-200	OFFICE SUPPLIES	446.99	0.00
001-201-525-231	GAS & OIL	10,366.19	0.00
001-201-535-233	UNIFORMS	663.14	0.00
001-201-541-240	PRISONER MEDICAL EXPE...	166.81	0.00
001-201-555-208	JANITORIAL SUPPLIES	164.89	0.00
001-201-556-251	POLICE SUPPLIES	3,675.46	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	227.44	0.00
001-201-625-380	UTILITIES	441.37	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	3,150.40	0.00
001-201-635-369	COPIER RENTAL	706.38	0.00
001-201-690-450	GPS EXPENSES	58.20	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	1,195.00	0.00
001-245-690-552	DISPATCHER TRAINING	1,452.96	0.00
001-246-525-231	GAS AND OIL	55.76	0.00
001-246-600-300	PROFESSIONAL SERVICES	22.50	0.00
001-261-501-200	OFFICE SUPPLIES	313.40	0.00
001-261-525-231	GAS & OIL	2,467.20	0.00
001-261-535-233	UNIFORMS	135.00	0.00
001-261-555-208	JANITORIAL & PAPER SUP...	189.98	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	88.44	0.00
001-261-600-390	FIRE TRAINING	240.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-261-604-330	PHONES/CABLE/INTERNE...	21.20	0.00
001-261-625-380	UTILITIES	2,658.69	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN...	596.62	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	1,213.23	0.00
001-281-525-231	GAS & OIL	56.43	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	113.44	0.00
001-281-690-553	TRAINING	292.24	0.00
001-290-625-380	UTILITIES / CODE RED	314.42	0.00
001-301-525-231	GAS & OIL	4,626.21	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	1,501.00	0.00
001-301-560-270	CONSTRUCTION MATERIA...	3,421.67	0.00
001-301-565-272	STREETS SIGNS & PAINT	199.56	0.00
001-301-604-330	COMMUNICATIONS	14.84	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	457.58	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	470.79	0.00
001-360-525-231	GAS & OIL	73.20	0.00
001-360-630-400	REPAIR & MAINTENANCE	529.96	0.00
001-550-525-231	GAS & OIL	175.53	0.00
001-550-600-297	MANAGEMENT EXPENSE ...	50,000.00	0.00
001-550-600-330	PHONES/COPIERS/POSTA...	414.72	0.00
001-550-600-340	UTILITIES	-226.17	0.00
001-600-912-806	ERBR 53-420(01) OLD WE...	43.53	0.00
002-251-501-210	NATIONAL NIGHT OUT ON...	270.00	0.00
015-505-604-330	CELL PHONE/POSTAGE M...	2.12	0.00
015-505-625-380	UTILITIES	2,082.31	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT...	4,693.62	0.00
016-515-730-835	PROFESSIONAL SERVICES-...	8,776.38	0.00
022-322-501-198	BUILDING REPAIRS	1,330.05	0.00
022-322-501-200	OFFICE SUPPLIES	435.42	0.00
022-322-525-231	GAS & OIL	11,844.00	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	755.75	0.00
022-322-600-333	ADMINISTRATIVE SERVICES	6,381.90	0.00
022-322-610-375	MDEQ RECYCLING GRANT	1,845.00	0.00
022-322-625-380	UTILITIES	1,537.44	0.00
022-322-630-252	VEHICLE REPAIRS & MAIN...	1,979.44	0.00
022-322-630-360	VEHICLE REPAIRS & MAIN...	2,534.05	0.00
022-322-630-406	EQUIPMENT REPAIR & MA...	397.88	0.00
120-300-912-861	2022 STREET IMPROVEM...	780.00	0.00
380-551-907-945	CORNERSTONE - PHASE 2 ...	159,952.41	0.00
380-551-907-948	CORNERSTONE ELECTRIC	198,862.64	198,862.64
380-551-907-952	SPORTSPLEX BRIDGE CON...	5,915.73	0.00
380-551-918-805	CORNERSTONE EQUIPME...	7,545.00	0.00
681-000-106-603	GARNISHMENTS	863.80	863.80
681-000-106-628	CHILD SUPPORT	143.08	143.08
681-000-115-613	GROUP INSURANCE W/H	1,434.88	1,434.88
Grand Total:		536,863.34	201,304.40

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	536,863.34	201,304.40
Grand Total:	536,863.34	201,304.40



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

All invoices have been reviewed and goods received for both the Starkville Utilities Electric and Water Department Claims Docket and were purchased in accordance with the applicable purchasing statutes as established by the State of Mississippi.

David Wise

David M. Wise, CPA
Comptroller
Starkville Utilities

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 139 ACC BUSINESS											
221649372-6/22	06/27/22		0 Internet services		07/06/22	1348.69	.00	ACH			
VENDOR TOTAL:						1348.69					
VENDOR: 208 BERRY ELECTRIC, LLC											
4709	06/27/22		10500 Contract Labor		07/06/22	2294.00	.00	ACH			
4710	06/27/22		10500 Contract Labor		07/06/22	205.00	.00	ACH			
VENDOR TOTAL:						2499.00					
VENDOR: 215 BOB'S MOBILE RADIO											
316136	06/23/22		10454 Maintenance		07/06/22	1822.50	.00	CHK			
VENDOR TOTAL:						1822.50					
VENDOR: 318 CLAYTON VILLAGE MINI STG											
6/22/22	06/27/22		0 Storage unit rental		07/06/22	115.00	.00	ACH			
VENDOR TOTAL:						115.00					
VENDOR: 352 COLUMBUS FIRE SERVICE											
21295061622	06/24/22		10504 Safety		07/06/22	612.00	.00	ACH			
VENDOR TOTAL:						612.00					
VENDOR: 454 DIXIE ROOFING, INC											
13685	06/23/22		10460 Roofing Repairs		07/06/22	4985.00	.00	ACH			
VENDOR TOTAL:						4985.00					
VENDOR: 455 EXELL WATER & COFFEE, INC.											
779231	06/21/22		10130 Water		07/06/22	23.99	.00	ACH			
779232	06/21/22		10130 Water		07/06/22	32.99	.00	ACH			
VENDOR TOTAL:						56.98					
VENDOR: 604 FASTENAL COMPANY											
MSSTA101207	06/24/22		10477 Safety Supplies		07/06/22	105.00	.00	ACH			
VENDOR TOTAL:						105.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 616 FUELMAN											
NP62362248	06/23/22	0	Fuel - BG2416403		07/06/22	5227.57	.00	CHK			
NP62385691	06/27/22	0	Fuel - BG2416403		07/06/22	3934.01	.00	CHK			
VENDOR TOTAL:						9161.58					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
1018-162771	06/24/22	10472	Maintenance		07/06/22	55.65	.00	ACH			
1018-163038	06/24/22	10489	Maintenance		07/06/22	194.39	.00	ACH			
1018-163111	06/24/22	10473	Maintenance		07/06/22	96.95	.00	ACH			
1018-163174	06/21/22	10489	Maintenance		07/06/22	583.17	.00	ACH			
1018-163520	06/27/22	10509	Maintenance		07/06/22	1122.04	.00	ACH			
VENDOR TOTAL:						2052.20					
VENDOR: 812 HELENA CHEMICAL COMPANY											
62090281	06/24/22	10407	ROW Clearing		07/06/22	1125.00	.00	ACH			
VENDOR TOTAL:						1125.00					
VENDOR: 815 HOWARD TECHNOLOGY SOLUTIONS											
22-00553369	06/27/22	10499	Computer		07/06/22	1278.00	.00	ACH			
22-00553490	06/27/22	10499	Software		07/06/22	402.00	.00	ACH			
VENDOR TOTAL:						1680.00					
VENDOR: 1010 JT RAY COMPANY											
220615-0145	06/28/22	10530	Copier Service		07/06/22	67.63	.00	ACH			
220615-0146	06/28/22	10530	Copier Service		07/06/22	30.30	.00	ACH			
220615-0148	06/28/22	10506	Copier Service		07/06/22	256.47	.00	ACH			
VENDOR TOTAL:						354.40					
VENDOR: 1106 LESLIE DEAN											
2235	06/27/22	10523	Landscape Maintenance		07/06/22	500.00	.00	ACH			
2248	06/27/22	10453	Landscape Maintenance		07/06/22	1125.00	.00	ACH			
2250	06/27/22	10453	Landscape Maintenance		07/06/22	420.00	.00	ACH			
VENDOR TOTAL:						2045.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1205	LOWE'S									
901315	06/24/22	10512	Supplies		07/06/22	259.83	.00	CHK			
902296	06/23/22	10505	Maintenance		07/06/22	6.92	.00	CHK			
902477	06/24/22	10513	Supplies		07/06/22	143.56	.00	CHK			
916092	06/24/22	0	Supplies		07/06/22	161.48-	.00	CHK			
VENDOR TOTAL:						248.83					
VENDOR:	1293	MATHISTON MOBILE TRUCK REP.									
1241	06/21/22	10493	Maintenance		07/06/22	429.97	.00	ACH			
1244	06/27/22	10517	Maintenance		07/06/22	1699.45	.00	ACH			
1245	06/27/22	10518	Maintenance		07/06/22	1682.89	.00	ACH			
VENDOR TOTAL:						3812.31					
VENDOR:	1322	MMC MATERIALS, INC.									
763062	06/17/22	10490	Materials		07/06/22	1560.00	.00	ACH			
VENDOR TOTAL:						1560.00					
VENDOR:	1394	NARRATIVE 12 LLC									
6/24/22	06/24/22	0	Consulting		07/06/22	4500.00	.00	ACH			
VENDOR TOTAL:						4500.00					
VENDOR:	1400	NESCO									
S2533642.001	06/23/22	10496	Materials		07/06/22	305.64	.00	ACH			
VENDOR TOTAL:						305.64					
VENDOR:	1525	OKTIBBEHA CO. CO-OP									
798274	06/23/22	10480	Maintenance		07/06/22	531.66	.00	ACH			
798909	06/27/22	10491	Landscaping		07/06/22	210.00	.00	ACH			
VENDOR TOTAL:						741.66					
VENDOR:	1536	PALMER'S SERVICE CENTER LLC									
29540	06/24/22	10514	Maintenance		07/06/22	2486.45	.00	ACH			
29578	06/24/22	10514	Maintenance		07/06/22	651.46	.00	ACH			
VENDOR TOTAL:						3137.91					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1537	PARKER-MCGILL	CDJR LLC.								
605151	06/23/22	10482	Maintenance		07/06/22	425.00	.00	CHK			
				VENDOR TOTAL:		425.00					
VENDOR:	1662	PROGRAPHICS									
80544	06/24/22	10484	Supplies		07/06/22	55.00	.00	ACH			
				VENDOR TOTAL:		55.00					
VENDOR:	1700	QUILL									
25952305	06/27/22	10519	Supplies		07/06/22	19.99	.00	ACH			
25965378	06/27/22	10520	Supplies		07/06/22	493.47	.00	ACH			
25989946	06/27/22	10521	Supplies		07/06/22	221.20	.00	ACH			
				VENDOR TOTAL:		734.66					
VENDOR:	1800	RACKLEY OIL, INC.									
000576787	06/21/22	10498	Maintenance		07/06/22	41.95	.00	ACH			
549470 CREDIT	06/27/22	0	Credit on Account		07/06/22	29.95-	.00	ACH			
				VENDOR TOTAL:		12.00					
VENDOR:	1818	UNITED RENTALS, INC.									
206063338-002	06/23/22	10409	Equipment Rental		07/06/22	2000.13	.00	ACH			
206422872-002	06/21/22	10436	Equipment Rental		07/06/22	384.61	.00	ACH			
206422875-001	06/21/22	10436	Equipment Rental		07/06/22	2597.72	.00	ACH			
				VENDOR TOTAL:		4982.46					
VENDOR:	1823	RENASANT INSURANCE, INC.									
1235694	06/27/22	0	Employee surety bond		07/06/22	175.00	.00	CHK			
				VENDOR TOTAL:		175.00					
VENDOR:	1887	S & S LINE SERVICE INC									
2405	06/28/22	10338	ROW Clearing		07/06/22	1338.80	.00	ACH			
2406	06/28/22	10338	ROW Clearing		07/06/22	4536.00	.00	ACH			
2413	06/21/22	10338	ROW Clearing		07/06/22	1392.40	.00	ACH			
2414	06/21/22	10338	ROW Clearing		07/06/22	4717.60	.00	ACH			
2415	06/27/22	10338	ROW Clearing		07/06/22	1392.40	.00	ACH			
2416	06/27/22	10338	ROW Clearing		07/06/22	4717.60	.00	ACH			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
				VENDOR TOTAL:		18094.80					
VENDOR:	1892	SAM HARRIS PAINTING									
06162022	06/23/22	10501	Maintenance		07/06/22	1668.00	.00	ACH			
				VENDOR TOTAL:		1668.00					
VENDOR:	1905	STARKVILLE AUTO PARTS									
264550	06/24/22	10487	Maintenance		07/06/22	48.49	.00	CHK			
				VENDOR TOTAL:		48.49					
VENDOR:	1910	STARKVILLE ELEC-UTILITY BILL									
JUNE 2022	06/27/22	0	Utility bills		07/06/22	530.21	.00	DFT			
				VENDOR TOTAL:		530.21					
VENDOR:	1917	RONNIE JONES CONST, INC.									
20221179	06/27/22	10462	Crusher Run		07/06/22	4184.05	.00	ACH			
20221180	06/27/22	10481	Crusher Run		07/06/22	3330.02	.00	ACH			
				VENDOR TOTAL:		7514.07					
VENDOR:	1927	STAPLES BUSINESS CREDIT									
6/25/22 STMT	06/28/22	0	Office Supplies		07/06/22	395.23	.00	CHK			
				VENDOR TOTAL:		395.23					
VENDOR:	1945	SULLIVAN'S									
73822	06/27/22	0	Supplies		07/06/22	183.09	.00	ACH			
				VENDOR TOTAL:		183.09					
VENDOR:	2040	TVPPA EDUCATION & TRAIN.									
6/22/22 STMT	06/27/22	0	Safety training		07/06/22	500.00	.00	ACH			
				VENDOR TOTAL:		500.00					
VENDOR:	2042	TRACTOR SUPPLY									
326275	06/23/22	10389	Uniforms		07/06/22	99.46	.00	CHK			
				VENDOR TOTAL:		99.46					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2098 ULINE											
150011631	06/21/22	10475	Supplies		07/06/22	926.69	.00	ACH			
150097627	06/21/22	10488	Supplies		07/06/22	577.06	.00	ACH			
150253711	06/21/22	10492	Supplies		07/06/22	849.05	.00	ACH			
150362022	06/24/22	10497	Supplies		07/06/22	308.59	.00	ACH			
150540521	06/27/22	10503	Safety Supplies		07/06/22	413.83	.00	ACH			
VENDOR TOTAL:						3075.22					
VENDOR: 2334 WORSHAM BROTHERS CONSTR LLC											
RFP#20 - 5/05/22	06/27/22	0	Operations Center Constructi		07/06/22	29212.50	.00	ACH			
VENDOR TOTAL:						29212.50					
VENDOR: 9909868 JOHN ROGERS											
6/24/22	06/24/22	0	Reimb medical expense		07/06/22	138.00	.00	ACH			
VENDOR TOTAL:						138.00					
VENDOR: 99009709 STEGALL NOTARY SERVICE											
6/28/22	06/28/22	0	Notary supplies		07/06/22	225.00	.00	CHK			
VENDOR TOTAL:						225.00					
VENDOR: 99009746 SYNERGETICS DCS, INC											
INV-051036	06/23/22	10466	Barracuda Firewall		07/06/22	2676.00	.00	ACH			
VENDOR TOTAL:						2676.00					
VENDOR: 99010010 KALEB HARRIS											
6/19/22	06/27/22	0	Travel expense reimbursement		07/06/22	162.98	.00	ACH			
VENDOR TOTAL:						162.98					
VENDOR: 99010011 JACOB NELSON											
6/19/22	06/27/22	0	Travel expense reimbursement		07/06/22	136.89	.00	ACH			
VENDOR TOTAL:						136.89					
GRAND TOTAL:						113312.76					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	4	INNOVATIVE BROADCAST SERVICE									
INV-002560	06/23/22	5322	Network Switch Installation		07/06/22	1078.60	.00	ACH			
INV-002561	06/27/22	6955	Pump Maintenance		07/06/22	1017.04	.00	ACH			
VENDOR TOTAL:						2095.64					
VENDOR:	76	APAC MISSISSIPPI, INC.									
4000122152	06/14/22	6627	Asphalt		07/06/22	540.00	.00	ACH			
4000122357	06/17/22	6627	Asphalt		07/06/22	549.00	.00	ACH			
4000122741	06/27/22	6627	Asphalt		07/06/22	547.20	.00	ACH			
VENDOR TOTAL:						1636.20					
VENDOR:	186	BRENNTAG MID-SOUTH									
174113	06/27/22	7084	Chemicals		07/06/22	738.00	.00	ACH			
BMS167502	06/27/22	7084	Chemicals		07/06/22	926.00	.00	ACH			
VENDOR TOTAL:						1664.00					
VENDOR:	188	BOX CONSTRUCTION LLC									
RFP #2 - 5/31/22	06/23/22	0	Babylon Rd Construction		07/06/22	262912.62	.00	ACH			
VENDOR TOTAL:						262912.62					
VENDOR:	189	BANCORPSOUTH-2012 BONDS									
7/01/22	06/23/22	0	2.6M GO Bond Payment		07/06/22	16904.52	.00	CHK			
VENDOR TOTAL:						16904.52					
VENDOR:	194	AUTOZONE									
0426411055	06/17/22	7091	Maintenance		07/06/22	87.10	.00	ACH			
0426411880	06/17/22	7091	Maintenance		07/06/22	28.12	.00	ACH			
0426413103	06/17/22	7091	Maintenance		07/06/22	83.50	.00	ACH			
VENDOR TOTAL:						198.72					
VENDOR:	202	BELL BUILDING SUPPLY									
348921	06/17/22	8009	Supplies		07/06/22	47.99	.00	ACH			
349376	06/27/22	8030	Tools		07/06/22	145.09	.00	ACH			
5753773-00C	06/23/22	0	Correction-Keying Error		07/06/22	158.73-	.00	ACH			
VENDOR TOTAL:						34.35					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	208	BERRY ELECTRIC, LLC								
004702	06/23/22	5278 Maintenance		07/06/22	2500.00	.00	ACH			
				VENDOR TOTAL:	2500.00					
VENDOR:	266	COLUMBUS RUBBER & GASKET								
649457-001	06/28/22	8026 Maintenance		07/06/22	25.33	.00	ACH			
649459-001	06/28/22	8025 Maintenance		07/06/22	298.48	.00	ACH			
				VENDOR TOTAL:	323.81					
VENDOR:	368	CONTROL SYSTEMS, INC								
61261	06/27/22	7100 Service Call		07/06/22	1044.20	.00	ACH			
				VENDOR TOTAL:	1044.20					
VENDOR:	372	COVINGTON SALES & SERVICE								
93299	06/14/22	7045 Maintenance		07/06/22	272.51	.00	ACH			
				VENDOR TOTAL:	272.51					
VENDOR:	400	IVY AUTO PARTS								
688846	06/27/22	7104 Maintenance		07/06/22	45.98	.00	ACH			
688853	06/27/22	7104 Maintenance		07/06/22	68.97	.00	ACH			
				VENDOR TOTAL:	114.95					
VENDOR:	455	EXELL WATER & COFFEE, INC.								
383910	06/23/22	5205 Water		07/06/22	11.00	.00	ACH			
779233	06/20/22	5205 Water		07/06/22	23.99	.00	ACH			
				VENDOR TOTAL:	34.99					
VENDOR:	605	FERGUSON ENTERPRISES LLC								
0745748	06/17/22	7004 Materials		07/06/22	1374.40	.00	ACH			
0748434	06/17/22	7077 Materials		07/06/22	673.40	.00	ACH			
				VENDOR TOTAL:	2047.80					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
1018-163065	06/17/22	7096	Maintenance		07/06/22	1129.19	.00	ACH			
VENDOR TOTAL:						1129.19					
VENDOR: 702 HACH											
13087128	06/17/22	6890	Lab Supplies		07/06/22	1532.19	.00	ACH			
13102188	06/27/22	8005	Lab Supplies		07/06/22	253.63	.00	ACH			
13102458	06/27/22	8006	Lab Supplies		07/06/22	150.74	.00	ACH			
13104778	06/27/22	8006	Lab Supplies		07/06/22	34.16	.00	ACH			
13107453	06/27/22	6818	Lab Supplies		07/06/22	304.64	.00	ACH			
13107652	06/27/22	8005	Lab Supplies		07/06/22	235.20	.00	ACH			
VENDOR TOTAL:						2510.56					
VENDOR: 765 HYDRA SERVICE, INC.											
159127	06/14/22	7092	Maintenance		07/06/22	5358.00	.00	ACH			
159135	06/14/22	7093	Maintenance		07/06/22	437.00	.00	ACH			
159156	06/14/22	7094	Maintenance		07/06/22	1166.00	.00	ACH			
VENDOR TOTAL:						6961.00					
VENDOR: 1010 JT RAY CO											
220615-0147	06/28/22	5421	Copier Service		07/06/22	64.45	.00	ACH			
VENDOR TOTAL:						64.45					
VENDOR: 1039 KIMLEY-HORN & ASSOC INC											
014627000-0522	06/24/22	0	Engineering-Main St W/S		07/06/22	55390.00	.00	ACH			
VENDOR TOTAL:						55390.00					
VENDOR: 1106 LESLIE DEAN											
2246	06/27/22	5415	Landscape Maintenance		07/06/22	1800.00	.00	ACH			
2247	06/27/22	5415	Landscape Maintenance		07/06/22	1150.00	.00	ACH			
VENDOR TOTAL:						2950.00					
VENDOR: 1108 LARRY BLACK											
100	06/27/22	5393	WWTP Clearing		07/06/22	1550.00	.00	ACH			
VENDOR TOTAL:						1550.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1205	LOWE'S									
707426	06/27/22	7102	Supplies		07/06/22	39.66	.00	CHK			
902737	06/27/22	8019	Cleaning Supplies		07/06/22	131.03	.00	CHK			
909442	06/17/22	8007	Supplies		07/06/22	19.89	.00	CHK			
VENDOR TOTAL:						190.58					
VENDOR:	1316	MGM INC									
12303	06/27/22	6939	Maintenance		07/06/22	491.12	.00	ACH			
12304	06/27/22	6939	Maintenance		07/06/22	472.31	.00	ACH			
12305	06/27/22	6939	Maintenance		07/06/22	491.12	.00	ACH			
VENDOR TOTAL:						1454.55					
VENDOR:	1366	MS CROSS CONNECTION									
29911	06/27/22	5388	CCC Program		07/06/22	278.00	.00	ACH			
VENDOR TOTAL:						278.00					
VENDOR:	1525	OKTIBBEHA COUNTY COOP									
799209	06/17/22	8018	Supplies		07/06/22	59.88	.00	ACH			
800659	06/27/22	5407	Supplies		07/06/22	83.72	.00	ACH			
800858	06/27/22	8028	Landscape		07/06/22	302.70	.00	ACH			
800871	06/27/22	8028	Landscape		07/06/22	102.00	.00	ACH			
800908	06/27/22	8028	Landscape		07/06/22	9.70	.00	ACH			
801208	06/27/22	8028	Landscape		07/06/22	229.85	.00	ACH			
VENDOR TOTAL:						787.85					
VENDOR:	1531	O'REILLY AUTO PARTS									
0997-257442	06/27/22	8021	Supplies		07/06/22	76.84	.00	CHK			
VENDOR TOTAL:						76.84					
VENDOR:	1620	POLLAN PROMOS									
22289	06/27/22	7017	Uniforms		07/06/22	684.90	.00	ACH			
VENDOR TOTAL:						684.90					
VENDOR:	1818	UNITED RENTALS INC									
2066546392-001	06/27/22	7021	Maintenance		07/06/22	148.56	.00	ACH			
VENDOR TOTAL:						148.56					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1884	STARKVILLE	GARBAGE								
12 MONTHS ANNUAL	06/28/22	0	Garbage disposal-600137		07/06/22	1080.00	.00	CHK			
					VENDOR TOTAL:	1080.00					
VENDOR:	1886	STATE INDUSTRIAL PRODUCTS CP									
902478368	06/17/22	7070	Chemicals		07/06/22	606.60	.00	ACH			
					VENDOR TOTAL:	606.60					
VENDOR:	1892	S&N AIROFLO INC									
18475	06/23/22	5411	Aerator Rental		07/06/22	4400.00	.00	ACH			
					VENDOR TOTAL:	4400.00					
VENDOR:	1905	STARKVILLE AUTO PARTS									
5151-153412	06/17/22	7085	Maintenance		07/06/22	19.43	.00	CHK			
5151-153416	06/17/22	8008	Maintenance		07/06/22	21.09	.00	CHK			
5151-153473	06/27/22	8020	Maintenance		07/06/22	11.55	.00	CHK			
5151-153500	06/27/22	8022	Maintenance		07/06/22	31.21	.00	CHK			
5151-153539	06/27/22	8023	Supplies		07/06/22	58.18	.00	CHK			
5151-153553	06/23/22	5406	Maintenance		07/06/22	143.94	.00	CHK			
5151-153562	06/27/22	8027	Maintenance		07/06/22	32.97	.00	CHK			
					VENDOR TOTAL:	318.37					
VENDOR:	1909	STARKVILLE WATER - UTILITIES									
JUNE 2022	06/27/22	0	Utility bills		07/06/22	61936.07	.00	DFT			
					VENDOR TOTAL:	61936.07					
VENDOR:	1910	STARKVILLE ELECTRIC DEPT									
14610-0522	06/23/22	0	Due to Elec Dept-146.10		07/06/22	66939.27	.00	ACH			
					VENDOR TOTAL:	66939.27					
VENDOR:	1911	SPRINGER ENGINEERING INC.									
14427	06/24/22	0	Engineering-Babylon Rd		07/06/22	27427.00	.00	ACH			
					VENDOR TOTAL:	27427.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1917	RONNIE JONES CONST, INC.									
20221176	06/27/22	7053	Crusher Run		07/06/22	2111.09	.00	ACH			
20221177	06/27/22	7078	Crusher Run		07/06/22	2106.17	.00	ACH			
20221178	06/27/22	8017	Crusher Run		07/06/22	1239.02	.00	ACH			
VENDOR TOTAL:						5456.28					
VENDOR:	1937	SOUTHERN PIPE & SUPPLY									
64995995-01	06/27/22	6812	Materials		07/06/22	308.10	.00	ACH			
6708445-00	06/17/22	7098	Materials		07/06/22	870.38	.00	ACH			
6753773-00	06/23/22	5412	Materials		07/06/22	158.73	.00	ACH			
6784604-00	06/17/22	7072	Materials		07/06/22	1954.50	.00	ACH			
VENDOR TOTAL:						3291.71					
VENDOR:	2024	THOMPSON MACHINERY									
PC110313486	06/14/22	7031	Maintenance		07/06/22	259.97	.00	CHK			
PC110314667	06/27/22	8029	Maintenance		07/06/22	184.45	.00	CHK			
VENDOR TOTAL:						444.42					
VENDOR:	2098	ULINE									
149973193	06/17/22	7079	Safety Supplies		07/06/22	826.60	.00	ACH			
150517661	06/27/22	5409	Supplies		07/06/22	326.06	.00	ACH			
150623549	06/27/22	5413	Supplies		07/06/22	1963.48	.00	ACH			
VENDOR TOTAL:						3116.14					
VENDOR:	2111	USA BLUEBOOK									
010262	06/17/22	7088	Maintenance		07/06/22	2245.34	.00	ACH			
VENDOR TOTAL:						2245.34					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1067444	06/27/22	6609	Testing		07/06/22	252.00	.00	ACH			
VENDOR TOTAL:						252.00					
VENDOR:	2203	VACUUM TRUCK SALES & SERVICE									
AL22211	06/27/22	7074	Maintenance		07/06/22	3734.34	.00	ACH			
VENDOR TOTAL:						3734.34					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 07/06/22 ACCOUNT 23110

UNPAID INVOICES

PAGE 7
RUN DATE 06/28/22 04:10 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2209	THE	WELDING WORKS, LLC								
1062	06/23/22	5370	Tree Removal		07/06/22	7725.00	.00	CHK			
VENDOR TOTAL:						7725.00					
GRAND TOTAL:						554933.33					



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

AGENDA ITEM DEPT: Mayor's Office
AGENDA DATE: July 05, 2022
Page: 1

SUBJECT:

Request authorization to hire Bridgette Smith as a Permit Services Technician in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt salary of \$39,000 (\$18.75 hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-281-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Molly Bears.

REQUESTING DEPARTMENT:

Mayor's Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor
Nav Ashford COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Bridgette Smith as a Permit Services Technician in the Community Development Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: July 05,2022
Page: 1

SUBJECT:

Request authorization to hire Stephen Nantel as a Driver in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Annual Salary of \$35,880.00 (\$17.25 per hour) based on 2080 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

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

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director.

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Stephen Nantel as a Driver in the Sanitation/Environmental Services Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 5 July 2022
PAGE: 1 of 3

SUBJECT: Consideration and approval to purchase fertilizer for fields at Cornerstone Park in the amount of \$7,589.00.

AMOUNT & SOURCE OF FUNDING:
CSP SFM LLC

FISCAL NOTE:

- (40) 39-0-0 Nitroform Pro - \$54.00 per bag
 - (220) 5-2-0 Music City Gold Organic - \$16.50 per bag
 - (42) 21-7-14 Turf Royale - \$34.50 per bag
 - Shipping - \$350.00
- Total: \$7,589.00

AUTHORIZATION HISTORY:
N/A

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty
662.323.2294
405 Lynn Lane
bdoherty@sportsfacilities.com

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION: Approved for purchase.



GREENPOINT AG, LLC U S

QUOTE

QUOTE # 2121
Date: 06/20/2022

For: CORNERSTONE SPORTS PARK
ttate@sportsfacilities.com

GREENPOINT AG, LLC
619 HALEY BARBOUR PKWY
YAZOO CITY, MS 39194
ROB WEBB CGCS rob@greenpointag.com
CELL: 601-594-5798
FAX: 662-746-6315
email: rob.webb@greenpointag.com

NOTE 10 Acre Grow In on USGA SAND BASED FIELDS

Code	Description	Quantity	Price	Amount
June 25	39-0-0 NITROFORM PRO PRODUCTS 50 LB (1.78 LB N/M)(200 LB/A)...will not leach thru the sand...	40	\$54.00	\$2,160.00*
June 25	5-2-0 MUSIC CITY GOLD ORGANIC BIOSOLIDS (1 LB N/M) (871 LBS/A)...will not leach thru the sand	220	\$16.50	\$3,630.00*
June 25	21-7-14 TURF ROYALE 50 lb (1 LB N/M, 0.64LB K/M) (200 LB/A)	42	\$34.50	\$1,449.00*
SHIPPING		1	\$350.00	\$350.00*

*Indicates non-taxable item

Subtotal \$7,589.00
Total \$7,589.00

TOTAL \$7,589.00

AGRA TURF INC.

THE TURF SPECIALIST

P O BOX 9168; Searcy Arkansas 72145-9168, Office:501-268-7036 Fax: 501-268-060

PRODUCT QUOTE:

Date: 06/21/22

To: Tim Tate

Cornerstone Sports Park

Please except our Quote for below Items:

39-0-0 Nitroform Pro Product = 40 bags @ 56.00 = 2240.00

5-2-0 Music City Gold = 220 bags @ 17.00 = 3740.00

21-7-14 Turf Royale = 42 bags @ 35.75 = 1501.50

250.00 fuel charge

Total = 7731.50

Thank You, For the opportunity to serve You.

Sincerely Submitted

Butch Pugh

Turfgrass Consultant

AGRA TURF

662-545-5664



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 5 July 2022
PAGE: 1 of 5

SUBJECT: Consideration and approval to purchase trashcans and picnic tables for Cornerstone Park not to exceed the amount of \$64,475.00.

AMOUNT & SOURCE OF FUNDING:
Cornerstone Bond

FISCAL NOTE:
ULINE:

- (2) ADA Metal Picnic Tables - \$1,100.00 per
 - (14) Metal Picnic Table - \$1,000.00 per
- Total: \$16,200.00

Trashcanswarehouse.com:

- (25) Waste Receptacle with Dome Top - \$989.00 per
 - (25) Waste Receptacle with Hood Top - \$942.00 per
- Total: \$48,275.00

AUTHORIZATION HISTORY:
N/A

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty
662.323.2294
405 Lynn Lane
bdoherty@sportsfacilities.com

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherty@sportsfacilities.com

SUGGESTED MOTION: Approved for purchase.



1-800-295-5510

BRANDON DOHERTY

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Add Product by Model #

Model #	Description	Qty	Price	Total	Remove
H-2673BLU	ADA Metal Picnic Table - 8' Rectangle, Blue	2	\$1100.00/EA	\$2,200.00	

* Maximum Quantity 2.

H-10002BLU	Metal Picnic Table - 6' Rectangle, Blue	14	\$1000.00/EA	\$14,000.00	
------------	---	----	--------------	-------------	--

SUBTOTAL = \$16,200.00

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Site

Ultra Play (Brand Rating: 4.2/5)

6 ft. Diamond Blue Commercial Park Rectangular Table Portable

Questions & Answers



\$1570⁸⁰



\$262.00/mo* suggested payments with 6 months

- Includes curbside delivery
- Metal pattern with thermoplastic coating for durability
- Hardware included
- View More Details

How to Get It

Delivering to: 38



We'll send up to 4 to Tupelo for free pickup
Orange Store

- 1 +

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— or —

Buy now with **PayPal**

Option 2

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ITEMS	QTY	PRICE	TOTAL
 55-Gallon Perforated Waste Receptacle with Dome Top Color: Blue Streak II	25 Remove	\$989.00	\$24,725.00
 55-Gallon Perforated Waste Receptacle with Hood Top Color: Blue Streak II	25 Remove	\$942.00	\$23,550.00



Our shipping methods meet the highest industry standards. Guaranteed to arrive in factory new condition. Trashcans Warehouse does not ship internationally, but we are happy to ship to a freight forwarder of your choice within the US. Need expedited shipping? Our customer service team is ready to help. [866.359.8594](tel:866.359.8594) 

Order Total

Product total

\$48,275.00

Option 1

 **Proceed to checkout**

PAY BY CREDIT CARD OR PURCHASE ORDER



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[35 Frost Street, Brattleboro, VT 05301](#)





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You added Witt Stadium Series® Perforated Steel Round Trash Can W/Push Door Dome Top, 55 Gallon, Blue to your shopping cart.

Shopping Cart

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Price

Qty

Subtotal



**Witt Stadium Series® Perforated
Stainless Steel Round Trash Can
W/Hood Top, 55 Gallon**

\$1,948.10

Delivery Location: Business (free)

Inside Delivery: Not Required (free)

Lift Gate: Required

Call Ahead: No call (free)

- 25 + \$48,702.50

[EDIT](#) [DELETE](#)



**Witt Stadium Series® Perforated Steel
Round Trash Can W/Push Door Dome
Top, 55 Gallon, Blue**

\$1,522.13

Delivery Location: Business (free)

- 25 + \$38,053.25

Summary

Estimate Shipping and Tax [v](#)

Subtotal \$86,755.75

Discount -\$1,579.45

(Quantity

Discount,

Instant Savings

- Loyalty,

Instant Savings

- Honor)

Shipping (Free
Shipping) \$0.00

Order Total \$85,176.30

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Option 2

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

AGENDA ITEMS NO:
AGENDA DATE: 5 July 2022
PAGE: 1 of 2

SUBJECT: Request authorization to execute change order #7 for T&M Steel Phase III of the Cornerstone Contract in the amount of \$12,773.00 for additional ductwork for the C-Spire line, and conduits on the concessions building.

AMOUNT & SOURCE OF FUNDING:
Cornerstone Bond

FISCAL NOTE:

- *Item 1:* In order to get the fiber cable into the main buildings (Quad A-C), a trunk line has to be run outside the concrete perimeter to a pull box (junction box); until C-Spire engineers established our pull box locations and approved the conduit material, this could not be included in the project, and they could not establish that until their engineers had reviewed the site location and established points of entry, etc. This was not completed until approximately 30 days ago, and this work was always intended to be part of the contingency work.
- *Item 2:* Additional conduit from the building to the outside edge of the pavilion sidewalk.

AUTHORIZATION HISTORY

These funds are in the existing contingency funding provided. At this time there are no pending or expected change orders. This leaves a contingency balance of \$129,479.00 for the remainder of the project.

REQUESTING DEPARTMENT: N/A

DIRECTOR'S AUTHORIZATION: Mayor Spruill

FOR MORE INFORMATION CONTACT: David D'Aquila

SUGGESTED MOTION: Move approved the change order number 7 for T&M Steel for Phase III in the amount of \$12,773.00.

Cornerstone Park - Phase 3 CONTRACT CHANGE ORDER FORM			
CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 7	
OWNER:	City of Starkville	DATE:	6/15/2022
CONTRACTOR:	T & M Steel Erectors, Inc.		
You are hereby requested to comply with the following changes from the contract plans and specifications:			
ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Trunk duct for CSPIRE line		\$7,300.00
2	Additional conduits on west side of Concession Building		\$5,473.00
	TOTALS	\$0.00	\$12,773.00
		OVERALL TOTAL	\$12,773.00
JUSTIFICATION: Additional conduits			
The amount of the Original Contract was:		\$9,073,064.00	
Change Order #1 increased the contract amount by:		\$7,417.00	
Change Order #2 increased the contract amount by:		\$35,747.00	
Change Order #3 increased the contract amount by:		\$7,943.00	
Change Order #4 increased the contract amount by:		\$103,120.00	
Change Order #5 increased the contract amount by:		\$0.00	
Change Order #6 increased the contract amount by:		\$214,894.00	
Change Order #7 increased the contract amount by:		\$12,773.00	
The Contract Total including this change order will be:		\$9,454,958.00	
The Original Contract Completion Date was:		April 22, 2022	
Change Order 1 increased the Contract Completion Date by the following # of days:		"20"	
Change Order 2 increased the Contract Completion Date by the following # of days:		"10"	
Change Order 3 increased the Contract Completion Date by the following # of days:		"28"	
Change Order 4 increased the Contract Completion Date by the following # of days:		"21"	
Change Order 5 increased the Contract Completion Date by the following # of days:		"175"	
Change Order 6 increased the Contract Completion Date by the following # of days:		"0"	
Change Order 7 increased the Contract Completion Date by the following # of days:		"0"	
The new Contract Completion Date will be:		December 31, 2022	
This document will become a supplement to the signed contract agreement and all provisions will apply hereto.			
Requested	<u>David D'Aquila</u> Phase Manager - David D'Aquila	06.17.2022	Date
Recommended	<u>Sam Henry</u> Project Manager - Sam Henry	06.16.22	Date
Accepted	<u>Tom Sneed</u> Contractor - T & M Steel Erectors, Inc.	6-16-2022	Date
Approved	<u>City of Starkville Mayor Lynn Spruill</u>		Date



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

AGENDA ITEM DEPT.: SES
AGENDA DATE: 7-5-2022
PAGE:

SUBJECT: Request approval for consideration to return to rental and maintenance of City uniforms by a uniform service from the lower quote of \$280.53 per week from Unifirst and enter in a related service contract.

AMOUNT & SOURCE OF FUNDING

Two quotes received: Unifirst - \$280.53 per week and Cintas - \$294.80 per week

HISTORY: A few years ago, it was decided to try purchasing uniform shirts, jackets, etc. for employee's vs the cost of renting due to poor and delinquent service. Mr. Smiley would like to return to renting uniforms which includes laundry service. Unifirst is not the company the city was previously with.

**REQUESTING
DEPARTMENT**
Sanitation & Environmental

**DIRECTOR'S
AUTHORIZATION:** Chris Smiley
Director Of SES

FOR MORE INFORMATION CONTACT: Chris Smiley

SUGGESTED MOTION:



Proposal

UniFirst Corporation

700 Dogwood Stand Road
Booneville, MS 38829
334-341-0757

VIP Proposal for:

City of Starkville Sanitation

Total Cost Overview

Date: 03/23/22

★	Weekly Invoice		\$280.93
#	Uniform Rental Item Descriptions	Quantity	Total Cost
1	02MH- Tshirt Shortsleeve (.10)	135	\$13.50
2	06MH-Mimix S/S Enhanced Vis, Oil Block, Ripstop (.73)	108	\$78.84
3	10AI- Cargo Pant Men's (.29)	319	\$92.51
4	1167- Womens Workpant (.23)	11	\$2.53
5	04TO- S/S Ripstop Cl 2 (.49)	54	\$26.46
6	023C-S/S Enh Vis w/ Refl (.31)	11	\$3.41
7	013C-L/S Enh Vis w/ Refl (.35)	11	\$3.85
8	08MX- L/S Mimix Shirt w/ Panel (.33)	11	\$3.63
9			
10	Specialty Garment Protection (660 @ \$.07) =		\$46.20
11			
12			
13			
14	DEFE (service charge)		\$10.00
15			
16			
17			
18			
19			
20			
21			

Sales Representative:

**Pricing valid for 30 days from date listed. Our calculated cost is a good faith estimate and may vary if any products have been overlooked or quantities miscounted. Please allow a 5% +/- variance in your review.

AC Barret

662-418-2295

*Price does not include sales tax.

Anne_Barret@Unifirst.com

Chris,

Here is the pricing for the garments you picked.

935 Comfort shirts are \$.27 each weekly so 11 sets = \$2.97 per person

270 Cargo pants are \$.40 each weekly so 11 sets = \$4.40 per person

65386 ANSI work shirts are \$.83 each weekly so 11 sets = \$9.13 per person

So, a person that gets the 935 shirts and the 270 pants will be \$7.37 weekly

A person in the 65386 shirts and the 270 pants will be \$13.53 weekly

These prices include garment insurance for damaged garments and the full laundry service. Please let me know if you have any questions. Thanks!

Matt Hammond | Uniform Territory Representative

Cintas Corporation

Cell 205.292.8383

3437 Kauloosa Ave | Tuscaloosa, AL 35401

hammondm@cintas.com | cintas.com

$\$7.37 \times 40 = \294.80 per week

UniFirst

NEW ACCOUNT ☐EXISTING ACCOUNT ☐

INSTALLATION DATE _____

MM/ DD/ YYYY

CUSTOMER SERVICE AGREEMENT

LOC. NO. _____

COMPANY NAME (Customer) _____

ADDRESS _____

ROUTE NO. _____

DATE _____

PHONE _____

SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	
DEFE (See description on reverse side)	



PAYMENT TERMS:

C.O.D. ☐E.F.T. ☐Approved Charge³

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 45 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

SALES REP: _____
SALES REP (Print Name) _____ DATE _____

ACCEPTED⁵: _____
LOCATION MANAGER (Signature) _____ DATE _____

LOCATION MANAGER (Print Name and Title) _____

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: _____
CUSTOMER (Signature) _____ DATE _____

CUSTOMER (Print Name and Title) _____

EMAIL _____

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.² Merchandise which is Val-U-Leased is not cleaned by UniFirst.³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 36 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 36-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; and (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* *Poly-bag services incur additional charges.*)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. Customer expressly waives the right to terminate this Agreement before the expiration date for budgetary reasons, for twelve (12) months following the initial installation of Merchandise, after which, Customer may terminate this Agreement, solely for budgetary reasons, with ninety (90) days written notice to UniFirst, provided however, that: (a) all previous undisputed balances due UniFirst are paid in full, (b) all standard Merchandise items are returned to UniFirst in a good and usable condition or are paid for at the replacement charges then in effect, and (c) Customer pays the replacement charges for all Non-Standard Merchandise items as set forth herein.

Notwithstanding the foregoing, in the event Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee or for budgetary reasons as described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Mississippi law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto.. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.



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

AGENDA ITEM NO:
AGENDA DATE: July 5, 2022
PAGE: 1

SUBJECT: Request authorization to purchase four (4) Milton Roy G Series MacRoy 150 PSI metering pumps for the Bluefield and South Montgomery water treatment plants from Centro Inc in the amount of \$12,594.36.

AMOUNT & SOURCE OF FUNDING: 2021-2022 Budget

FISCAL NOTE: 2 Quotes Received

Centron Inc	\$12,594.36
USA BlueBook	\$13,733.08

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

These pumps are used to regulate the amount of soda ash that is used during the water treatment process. Currently, 2 out of the 4 water treatment plants have these metering pumps in place (Curry Street and Parkdale). Adding these metering pumps, 2 at the Bluefield plant and 2 at the South Montgomery plant, will make all 4 of the water treatment plants similar.

SUGGESTED MOTION:

Move approval to purchase four (4) Milton Roy G series MacRoy 150 PSI metering pumps for the Bluefield and South Montgomery water treatment plants from Centro Inc in the amount of \$12,594.36.



Quote

Invoice Date Quote #

247093-00

PO Date PO # Page #

06/20/22 Milton Roy MacRoy G 1

Bill To CITY OF STARKVILLE

101 LAMPKIN ST

Cust # STARKVILLE, MS 39759

2136400

Correspondence To Centro, Inc.

3315 Overton Crossing

Memphis, TN 38127

Inside Sales Info

Will Jones

5018352193

wjones@centrosolves.com

Order Contact Info

6623231876

Ship To CITY OF STARKVILLE

101 LAMPKIN ST

STARKVILLE, MS 39759

Instructions

Taken By

rwj

Ship Point

Via

MEMPHIS

UPS Ground

Shipped

Terms

Net 30

Freight Terms Description

Ln #	Product And Description	Quantity Quoted	Estimated Delivery Date	Qty UM	Net Each	Price UM	Amount (Net)
1	--- Estimated Lead Time: 7-9 weeks ARO to ship from Milton Roy --- G5288PM4N1N Milton Roy MacRoy G Metering Pump 4" diaphragm, 86 SPM @ 60 Hz, 1-60-115/230 1800 RPM TEFC NEMA 56C motor, PVC liquid end, NPT connections, manual micrometer capacity control, no double diaphragm/leak detection, simplex base, no stroke counting - Rated for 53 GPH @ 150 PSI	4	08/15/22	each	3148.59	each	12594.36

1 Lines Total

Qty Shipped Total

4

Sub Total

12594.36

Taxes

881.61

Total

13475.97

Quote Valid For 30 Days Unless Otherwise Noted

All quotations, purchase orders and invoices are subject to Centro's Terms and Conditions. For a copy of Centro's Terms and Conditions visit https://www.centrosolves.com/files/PDFs/Centro_Terms-Conditions_150627.aspx

☎ 800-548-1234



Part#: 72028

Weight: 120.0 lbs

Brand: Milton Roy
(<https://www.usabluebook.com/m-1024-milton-roy.aspx>)

Milton Roy Series G MacRoy® Metering Pump, 1272 GPD, 150 PSI,
G5288PM4N1N

- Widely used for chemical dosing in water and wastewater applications

Price:
\$3,433.27 USD/Each
Need Help? Call 800-548-1234

MacRoy mechanically-actuated diaphragm pumps are a cost-effective solution for chemical dosing. These durable pumps run smoothly, thanks to their low-friction bronze gears and robust worm gear drive. Their lockable micrometer prevents drifting.

Manual control models feature an AC 1725-rpm motor. Flow output is adjusted by the micrometer knob.

Use with: sodium hypochlorite, caustic, polyphosphate, potassium permanganate, sodium bisulfite and bisulfate, ferric and soda ash (call for compatibility with other chemicals). Wetted materials: PVC head, Teflon® diaphragm and O-rings, and ceramic check balls.

Note: Foot valve, injection quill and piping are not included. We recommend installing a back pressure valve, pressure relief valve and a pulsation dampener for maximum system efficiency.

Shipping: Additional shipping fees apply. Contact USABlueBook for more information.

Tech Specs

- Suction lift: 8.2'
- Metering accuracy: $\pm 1\%$
- Turndown ratio: 10:1
- Power: 1 hp, 1 ph, 115/230 VAC
- Connection: 1/2" NPT(F)

RELATED SEARCHES

2544 Gpd Metering Pump (/P-267782-Milton-Roy-Series-G-Macroysupregsup-Metering-Pump-2544-Gpd-150-Psi-G5387pm4n1n.aspx)

240 Gpd Metering Pump (/P-312053-Milton-Roy-Series-D-Macroysupregsup-Metering-Pump-240-Gpd-150-Psi-D4687pm4n1n.aspx)

Metering Pump (/P-351122-Milton-Roy-Series-G-Macroscopysup-Metering-Pump-2544-Gpd-150-Psi-G53v8pm4n1n.AspX)

624 Gpd Metering Pump (/P-351147-Milton-Roy-Series-G-Macroscopy-sup-Metering-Pump-624-Gpd-150-Psi-G51v7pm4n1n.Asp)

150 Psi Metering Pump (/P-363842-Macroy-Metering-Pump-345-Gpd-150-Psi-115230-Vacsbquo-60hzsbquo-1725-Rpmsbquo-14hpsbquo-Tefcsbquo-D4388pm4nnn.aspx)

RELATED CATEGORY

[Mec O Matic Pumps Parts \(/C-807.Aspix\)](#) [Walchem 14.4 Gpd Metering Pump \(/Theme/Walchem-14-Sp-46-Sp-4-Gpd-Metering-Pump\)](#)

Walchem 30 Psi Metering Pump (/Theme/Walchem-30-Psi-Metering-Pump)

RELATED PRODUCTS

(/p-363842-macrocy-metering-pump-345-gpd-150-psi-115230-vacsquo-60hzsbquo-1725-rpmsbquo-14hpsbquo-tefcsbquo-d4388pm4nnn.aspx)

tercsbquo-d4388pm4nnh.aspx)

tercsbqbo-d4388pm4nnn.aspx) (p-363842-macroy-metering-pump-345-gpd-150-psi-115230-vacsbqbo-60hzbqbqbo-MacRoy Metering Pump, 345 GPD, 150 PSI, 115230-VACSBQBO-60HZBQBQBO-363842-macroy-metering-pump-345-gpd-150-psi-115230-vacsbqbo-60hzbqbqbo-1725-rpmsbqbo-14hpsbqbo-tefcsbqbo-...d4388pm4nnn.aspx)

More Details (/p-363842-macro-y-metering-pump-345-gpd-150-psi-115230-vacs-bquo-60hzsbquo-1725-rpmsbquo-14hpsbquo-tefcsbquo-d4388pm4nnn.aspx)

PICTURE
UNAVAILABLE



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

AGENDA ITEM NO:
AGENDA DATE: July 5, 2022
PAGE: 1

SUBJECT: Request emergency authorization to lease two Godwin 8" diesel pumps for the wastewater treatment plant until the forcemain can be repaired from Hydra Service Inc in the amount of \$12,794.00 per month.

AMOUNT & SOURCE OF FUNDING: 2021-2022 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 662-323-3133

This is an emergency rental due to the forcemain break that occurred in March 2022. Materials for the repair are order and expected to be delivered in mid-July. Contractors are on standby, and the repair will take place as soon as the materials arrive.

SUGGESTED MOTION:

Move approval to two Godwin 8" diesel pumps for the wastewater treatment plant until the forcemain can be repaired from Hydra Service Inc in the amount of \$12,794.00 per month.

HYDRA SERVICE, INC.

P.O. BOX 365
WARRIOR AL 35180

205-647-5326

Invoice

Customer Number
198026
Invoice No.
159556

Bill To:

City of Starkville - Wastewater
Accounts Payable
605 Dr. MLK Dr EAST
STARKVILLE MS 39759

Ship To: City of Starkville - Wastewater

305 SAND ROAD
Starkville MS 39759

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
6/27/2022	P96	3/31/2022	R20594.002	THOMAS	HSI Delivery
Rental Period: 5/28/2022 through 6/25/2022					
Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
1.00	EA	GODWIN DRI PRIME CD225M, DIESEL DRIVEN, 8" PUMP S/N: 1063450-14 HOURS: 5679.5 FLEET: 497	2606	\$3,258.00	\$3,258.00
1.00	EA	GODWIN DRI-PRIME CD200M, 8" CRITICALLY SILENCED PUMP, TRAILER MOUNTED, DIESEL S/N: M16633297-04 HOURS: 4408.0 FLEET: 533	2606	\$3,123.00	\$3,123.00
3.00	EA	8" X 20' SUCTION HOSE W/ BAUER FITTINGS	2618	\$378.00	\$1,134.00
12.00	EA	8" X 50' DISCHARGE HOSE W/ BAUER FITTINGS	2618	\$410.00	\$4,920.00
1.00	EA	8" 90 DEGREE BAUER ELBOW	2618	\$59.00	\$59.00
2.00	EA	AUTOMATIC PRIME GUARD FLOAT SWITCHES	2618	\$150.00	\$300.00
SERVICE TECH: JAMES TAYLOR, JAROD S. AND ELMORE 04.01.2022					
Payment/Terms: NET 30				Subtotal	\$12,794.00
				7.000% Tax Freight Charges	
Received By : x_____				Total Amount Due	\$12,794.00