



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
APRIL 4, 2023**

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
Berk Huskison

**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
Cody Burnett

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, APRIL 4, 2023
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 MARCH 17, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MARCH 21, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

ENERGYRIGHT TOP PERFORMER AWARD PRESENTED TO STARKVILLE UTILITIES BY DAVID SPARKS OF TENNESSEE VALLEY AUTHORITY (TVA)

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF **VA 23-02**: A REQUEST FOR A VARIANCE FROM THE MAXIMUM SIZE OF A WALL SIGN LOCATED AT 101 AIRPORT ROAD IN AN INDUSTRIAL ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF **SE 23-01**: A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A DEVIATION FROM PARKING REQUIREMENTS AND **VA 23-03**: A REQUEST FOR A VARIANCE FROM PARKING DIMENSIONS IN BROOKVILLE GARDENS LOCATED AT 305 EVERGLADE AVENUE IN AN MDU-20 ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT **109 ROOSEVELT TAYLOR SR. ST.**(PREVIOUSLY KNOWN AS 109 BEATTIE ST.) STARKVILLE, MS 39759 WITH PARCEL NUMBER 118O-00-250.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT **617 W. MAIN ST.** STARKVILLE, MS 39759 WITH PARCEL NUMBER 118O-00-274.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

SECOND PUBLIC HEARING AND CONSIDERATION OF AMENDING THE UNIFIED DEVELOPMENT CODE FOR RIGHT OF WAY PROTECTION AND DAMAGE TO PUBLIC INFRASTRUCTURE.

FIRST PUBLIC HEARING TO ADOPT AN ORDINANCE TO ALLOW FOR TAX ABATEMENTS IN THE CITY OF STARKVILLE CENTRAL BUSINESS DISTRICT AND IN RECOGNIZED HISTORIC DISTRICTS.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON AMENDING THE SANITATION ORDINANCE TO ADDRESS CHARGES TO NON-ACCOUNT HOLDERS FOR VACANT PROPERTY AND PROVIDE LANGUAGE FOR CURRENT OPERATIONS AND OTHER RELATED MATTERS.

B. CONSIDERATION OF APPROVING A 6 (SIX) MONTH CONTRACT WITH NARRATIVE 12 FOR COMMUNICATION AND MEDIA SERVICES RELATED TO CITY PROJECTS AND ACTIVITIES.

X. BOARD BUSINESS

A. CONSIDERATION OF ADOPTING A STANDING BUDGET DEVELOPMENT POLICY FOR THE CITY OF STARKVILLE.

B. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023 (PARKS AND RECREATION IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES AS DESCRIBED HEREIN; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE LOWEST QUOTE FOR THE ASSEMBLY OF A CORPORATE HANGAR AND RELATED FROM KING METALS IN THE AMOUNT OF \$ 42,000.00 FROM THE 2023 AIP/BILL GRANT
2. REQUEST APPROVAL OF THE WORK AUTHORIZATION NUMBER 23-01 2023 TERMINAL PROJECT - DESIGN OF BUILDING, PARKING AND RELATED IMPROVEMENTS WITH CLEARWATER CONSULTANTS, INC. IN THE AMOUNT OF \$459,140.00 FROM THE FAA AIRPORT TERMINAL GRANT PROGRAM.
3. REQUEST APPROVAL TO ADVERTISE FOR AIRPORT ENGINEERING CONSULTANT SERVICES FOR JUNE 2023 THROUGH MAY 2028 AT THE GEORGE M. BRYAN AIRPORT.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 23-01 A REQUEST FOR FINAL PLAT APPROVAL FOR LOT 1-A & LOT 1-B COLLEGE VIEW SUBDIVISION #1 AT 201 HERBERT STREET IN A TN-E ZONING DISTRICT WITH PARCEL NUMBER 117M-00-253.00 WITH ONE CONDITION.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE PROPOSAL FROM ATWELL AND GENT TO PREPARE BID DOCUMENTS AND FOR BIDDING ASSISTANCE FOR THE ELECTRICAL MATERIALS PACKAGE RELATED TO THE HWY 182 BUILD GRANT PROJECT.
2. REQUEST TO APPROVE REVISION 1 OF THE CITY OF STARKVILLE STANDARDS OF DESIGN & SPECIFICATIONS TO ALIGN WITH RECENT UDC REVISIONS.
3. REQUEST AUTHORIZATION TO APPROVE SOLE SOURCE QUOTE FROM COVINGTON SALES & SERVICE, INC. FOR A CONVEYOR BELT WITH CHAIN FOR THE ASPHALT PATCHING TRUCK IN THE AMOUNT OF \$10,225.00.

4. CONSIDERATION OF APPROVING SPRINGER ENGINEERING TO PERFORM ENGINEERING DESIGN, CONSTRUCTION ADMINISTRATION, INSPECTION, AND TESTING FOR THE 2023 SOIL CEMENT & DBST ROADWAY PROJECT AT A COST OF \$20,900.00 FOR RECENT ANNEXED ROADS.
5. CONSIDERATION OF APPROVAL TO SELECT GARVER ENGINEERING AS THE CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) CONSULTANT FOR THE SPRING STREET AND HIGHWAY 12 INTERSECTION TAP PROJECT USING MDOT SMALL PURCHASE PROCEDURE, AUTHORIZE THE MAYOR TO NEGOTIATE AND SIGN AN ENGINEERING SERVICES CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 27, 2023 FOR FISCAL YEAR ENDING 9/30/23, 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. APPROVAL OF FY 23 BUDGET ADJUSTMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR FIRE MARSHAL MARK MCCURDY AND CAPTAIN DEWAYNE DAVIS TO TRAVEL TO GULFPORT, MS TO ATTEND THE 2023 MFIA SPRING SEMINAR IN APRIL AT AN APPROXIMATE TOTAL COST OF 3,000.00.
2. REQUEST AUTHORIZATION FOR FIRE MARSHAL MARK MCCURDY AND FIRE INSPECTOR JONATHAN WADE TO TRAVEL TO GULFPORT, MS TO ATTEND THE BUILDING OFFICIALS ASSOC. OF MS SUMMER CONFERENCE & TRAINING EVENT IN JUNE AT AN APPROXIMATE TOTAL COST OF 3,000.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BONNIE BRUMLEY-EDWARDS AS AN ADMINISTRATIVE ASSISTANT FOR THE COMMUNITY DEVELOPMENT AND HUMAN RESOURCES DEPARTMENT.

2. REQUEST APPROVAL OF THE PROMOTION OF SYLVESTER DAVIS TO THE RANK OF BATTALION CHIEF, SAM WILKES TO THE RANK OF CAPTAIN, JOSHUA COX TO THE RANK OF LIEUTENANT AND STEPHEN BOREN TO THE RANK OF SERGEANT IN THE STARKVILLE FIRE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE NEAH ROBINSON AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE J. L. KING FOOTBALL FIELD LIGHTING PROJECT.

2. CONSIDERATION AND DISCUSSION TO APPROVE THE LOWEST QUOTE \$14741.75 FROM REC TEAM SPORTS FOR YOUTH BASEBALL AND SOFTBALL SEASON.

J. POLICE DEPARTMENT

1. POLICE

a. REQUEST APPROVAL FOR CPL. ROBERT EGUIRES AND OFF. DIEGO SOTOMENESES TO ATTEND THE MID-SOUTH MOTOR COPS WINGS AND WHEEL FOUNDATION TRAINING EVENT AND COMPETITION APRIL 17TH – 20TH, 2023 IN SOUTHAVEN WITH EXPENSES NOT TO EXCEED \$1,200.00.

b. REQUEST APPROVAL FOR CPL. TONYA MCWHIRTER TO ATTEND CRISIS INTERVENTION TEAM (CIT) TRAINING THROUGH THE MENTAL HEALTH AWARENESS & RESPONSE TRAINING (MHART) TO BE HELD AT THE PASCAGOULA POLICE ACADEMY IN MOSS POINT APRIL 24TH – 28TH, 2023, AT A COST NOT TO EXCEED \$800.00.

c. CONSIDERATION TO APPROVE THE LIST OF CITY OF STARKVILLE UNMARKED CARS FOR FISCAL YEAR 2023 UNDER SECTION 25-1-87.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE THE LOWEST LEASE AMOUNT FOR A MULTI-FUNCTIONAL PRINTER WITH J.T. RAY COMPANY IN THE AMOUNT OF \$139.00 MONTHLY FOR 60 MONTHS.
2. REQUEST AUTHORIZATION TO APPROVE GARVER AS THE PREFERRED CONSULTANT TO PROVIDE THE WASTEWATER TREATMENT PLANT COMPREHENSIVE EVALUATION AND TO REQUEST AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES.
3. REQUEST APPROVAL OF NEEL SCHAFER AS THE PREFERRED CONSULTANT TO PROVIDE THE WATER SYSTEM AND TREATMENT COMPREHENSIVE EVALUATION AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES.
4. REQUEST APPROVAL OF A CODE OF STANDARDS OF CONDUCT RESOLUTION FOR THE CITY OF STARKVILLE'S BABYLON ROAD SEWER IMPROVEMENTS CDBG PROJECT.
5. REQUEST APPROVAL OF A FAIR HOUSING RESOLUTION AND DECLARE APRIL AS FAIR HOUSING MONTH FOR THE CITY OF STARKVILLE'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL APRIL 18, 2023 @ 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, Stein McMullen, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
MARCH 17, 2023**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, March 17, 2023 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, Alderman Ben Carver, Alderwoman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks and Alderman Henry Vaughn. City Attorney Berk Huskison 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.

Mayor Spruill introduced Saunders Ramsey, Executive Director of Campus Services, who presented the Mississippi State University Master Plan. The Campus Plan includes a series of interrelated and coordinated frameworks that function together to address the needs of the campus population, support the mission of MSU and facilitate the operation of the campus. Collectively, the frameworks provide the structure for the academic, research, outreach, campus life and athletics facilities of the campus. Mr. Ramsey provided an overview academic and research, campus life, landscape and mobility frameworks.

The Mayor and members of the Board discussed items on the upcoming March 21, 2023 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 4th DAY OF APRIL, 2023.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK/CFO



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
MARCH 17, 2023
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION FROM SAUNDERS RAMSEY ON THE MISSISSIPPI STATE UNIVERSITY MASTER PLAN**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE MARCH 21, 2023, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, MARCH 17, 2023**

**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.

**MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 21, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on March 21, 2023 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 Berk Huskison 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 that Executive Session be moved from the end of the agenda to immediately following X. A. Board Business.

Alderwoman Sistrunk asked to add item X. A. Board Business – Call for Public Hearing for Tax Abatement Ordinance to the consented agenda items.

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

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the March 21, 2023 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
RECESS MEETING OF TUESDAY, MARCH 21, 2023
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 MARCH 3, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MARCH 7, 2023 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Introduction of New Employees

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

FIRST PUBLIC HEARING TO AMEND THE UNIFIED DEVELOPMENT CODE FOR RIGHT OF WAY PROTECTION AND DAMAGE TO PUBLIC INFRASTRUCTURE

IX. MAYOR’S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

A. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS TO ADOPT AN ORDINANCE FOR TAX ABATEMENTS FOR SPECIFIC BUSINESSES LOCATED IN THE CENTRAL BUSINESS DISTRICT OR IN HISTORIC DISTRICTS.

XI. CLOSED DETERMINATION SESSION

XII. OPEN SESSION

XIII. EXECUTIVE SESSION

XIV. OPEN SESSION

XV. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF COA 23-01: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 400 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

2. CONSIDERATION OF CMP 23-01: A REQUEST FOR A RENEWAL OF A CONCEPTUAL MASTER PLAN TO DETERMINE USE DESIGNATIONS FOR TWO PARCELS ZONED OPTIONAL DISTRICT LOCATED ON HIGHWAY 25 WITH PARCEL NUMBERS 119-29-006.02 AND 119-32-002.01.
3. CONSIDERATION OF FP 23-03: A REQUEST FOR FINAL PLAT APPROVAL FOR “ENCORE SUBDIVISION” LOCATED ON THE NORTH SIDE OF ACADEMY ROAD AND THE SOUTH SIDE OF LYNN LANE DIRECTLY EAST OF STARKVILLE ACADEMY IN A C ZONING DISTRICT WITH PARCEL NUMBER 102I-00-013.06.
4. CONSIDERATION OF PP 23-01: A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR “CAMDEN GREEN SUBDIVISION” LOCATED ON THE EAST SIDE OF REED ROAD +/- 930 FEET NORTH OF WESTSIDE DRIVE IN A TN-N ZONING DISTRICT WITH PARCEL NUMBER 118K-00-035.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM THE WELDING WORKS IN THE AMOUNT OF \$6,850.00 FOR THE INSTALLATION OF A GUARDRAIL ON WASHINGTON STREET.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 13, 2023 FOR FISCAL YEAR ENDING 9/30/23, 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. REQUEST ACCEPTANCE OF THE FEBRUARY FINANCIAL STATEMENT.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ADAM FRAZIER AS A CERTIFIED STARKVILLE POLICE OFFICER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO PURCHASE A GYM DIVIDER FOR THE TRAVIS OUTLAW CENTER GYM FROM GRAND SLAM AT A COST OF \$47,850.00, THE LOWER OF TWO QUOTES.

2. CONSIDERATION OF ACCEPTING THE LOWER QUOTE FROM ROBERSON FLOOR SERVICE FOR THE REFINISHING AND REPAIR OF THE GYM FLOOR AT THE TRAVIS OUTLAW CENTER IN THE AMOUNT OF \$42,000.00.
3. CONSIDERATION OF THE APPROVAL OF THE LOWER QUOTE FOR THE (3) CONCESSION STAND OVENS BY KITCHEN RESTOCK IN THE AMOUNT OF \$22,158.00.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO APPLY FOR THE 100% REIMBURSABLE FY24 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY GRANT FOR EQUIPEMNT AND AUTOMATED LICENSE PLATE READERS IN THE AMOUNT OF \$29,985.00.
- b. REQUEST APPROVAL TO APPLY FOR THE 100% REIMBURSABLE FY24 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY GRANT FOR EQUIPMENT, FINGERPRINT IDENTIFICATION SYTEM AND DIGITAL FORENSICS EQUIPMENT IN THE AMOUNT OF \$65,785.00.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO REJECT ALL PROPOSALS PURSUANT TO MISS. CODE ANN. §31-7-13(R) FOR SOLID WASTE COMMERCIAL PICK-UP IN THE CITY OF STARKVILLE, MISSISSIPPI.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE THE FINAL PAY ESTIMATE FOR THE BABYLON ROAD SEWER ADDITION IN THE AMOUNT OF \$36,709.05.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM THE WELDING WORKS TO INSTALL THE STORAGE CANOPY IN THE AMOUNT OF \$9,450.00 FOR THE PIPE STORAGE FOR THE WATER DIVISION.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWER QUOTE FROM FAIR PRICE LANDSCAPING TO PROVIDE LANDSCAPING SERVICES AT UTILITIES LOCATIONS IN THE AMOUNT OF \$6,500.00 PER MONTH.
4. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER 1 TO ADD 42 CALENDAR DAYS AND A CONTRACT INCREASE OF \$30,995.00 FOR THE 2022 STARKVILLE SEWER REHAB PROJECT AT GREEN OAKS & ROLLING HILLS.

XVI. ADJOURN UNTIL APRIL 4, 2023 @ 5:30 IN THE COURT ROOM AT 110 WESTMAIN STREET.

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

Consent items 2 – 20:

2. CONSIDERATION OF THE MINUTES OF THE MARCH 3, 2023 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 March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 3, 2023 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MARCH 7, 2023 REGULAR 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 March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 7, 2023 regular meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS TO ADOPT AN ORDINANCE FOR TAX ABATEMENTS FOR SPECIFIC BUSINESSES LOCATED IN THE CENTRAL BUSINESS DISTRICT OR IN HISTORIC DISTRICTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of calling for public hearings to adopt an ordinance to allow for tax abatements in the City of Starkville Central Business District and in recognized historic districts” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF CMP 23-01: A REQUEST FOR A RENEWAL OF A CONCEPTUAL MASTER PLAN TO DETERMINE USE DESIGNATIONS FOR TWO PARCELS ZONED OPTIONAL DISTRICT LOCATED ON HIGHWAY 25 WITH PARCEL NUMBERS 119-29-006.02 AND 119-32-002.01.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of CMP 23-01: a request for a renewal of a Conceptual Master Plan to determine use designations for two parcels zoned Optional District located on Highway 25 with parcel numbers 119 -29-006.02 and 119 -32-002.01” is enumerated, this consent item is thereby approved.

The applicant, David Josey on behalf of 4/J I LP, requested a renewal of a Conceptual Master Plan original approved by the Board of Aldermen on April 6, 2021. The property is located on the east side of Highway 25 +/- 1,100 feet south of Garrard Road. The request is to designate the use of portions of the two parcels as Optional Conservation Development (O-CD) and Optional Commercial (O-C).

6. CONSIDERATION OF FP 23-03: A REQUEST FOR FINAL PLAT APPROVAL FOR “ENCORE SUBDIVISION” LOCATED ON THE NORTH SIDE OF ACADEMY ROAD AND THE SOUTH SIDE OF LYNN LANE DIRECTLY EAST OF STARKVILLE ACADEMY IN A C ZONING DISTRICT WITH PARCEL NUMBER 102I-00-013.06.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of FP 23-03: a request for Final Plat approval for “Encore Subdivision” located on the north side of Academy Road and the south side of Lynn Lane directly east of Starkville Academy in a C zoning district with parcel number 102i-00-013.06” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF PP 23-01: A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR “CAMDEN GREEN SUBDIVISION” LOCATED ON THE EAST SIDE OF REED ROAD +/- 930 FEET NORTH OF WESTSIDE DRIVE IN A TN-N ZONING DISTRICT WITH PARCEL NUMBER 118K-00-035.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of PP 23-01: a request for Preliminary Plat approval for “Camden Green Subdivision” located on the east side of Reed Road +/- 930 feet north of Westside Drive in a TN-N zoning district with parcel number 118K-00-035.00” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF ACCEPTING THE LOW QUOTE FROM THE WELDING WORKS IN THE AMOUNT OF \$6,850.00 FOR THE INSTALLATION OF A GUARDRAIL ON WASHINGTON STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of accepting the low quote from The Welding Works in the amount of \$6,850.00 for the installation of a guardrail on Washington Street” is enumerated, this consent item is thereby approved.

Two Quotes Received: The Welding Works - \$6,850.00 and Paul’s Welding - \$8,200.00

9. CONSIDERATION OF ACCEPTANCE OF THE FEBRUARY FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the February 2023 Financial Statements” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE ADAM FRAZIER AS A CERTIFIED POLICE OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Adam Frazier as a certified police officer” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO PURCHASE A GYM DIVIDER FOR THE SPORTSPLEX GYM FROM GRAND SLAM AT A COST OF \$47,850.00, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote in the amount of \$47,850.00 from Grand Slam Safety to purchase a gym divider for the Sportsplex Gym” is enumerated, this consent item is thereby approved.

Two Quotes Received: \$62,295.00 – Covington and \$47,850.00 – Grand Slam Safety

12. CONSIDERATION OF ACCEPTING THE LOWER QUOTE FROM ROBERSON FLOOR SERVICE FOR THE REFINISHING AND REPAIR OF THE GYM FLOOR AT THE TRAVIS OUTLAW CENTER IN THE AMOUNT OF \$42,000.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Roberson Floor Service for the refinishing and repair of the gym floor at the Travis Outlaw Center in the amount of \$42,000.00” is enumerated, this consent item is thereby approved.

Two Quotes Received: Roberson Floor Service - \$42,000 and Sport Pro Surfacing - \$155,854.44

13. CONSIDERATION OF THE APPROVAL OF THE LOWER QUOTE FOR THE (3) CONCESSION STAND OVENS BY KITCHEN RESTOCK IN THE AMOUNT OF \$22,158.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote for the (3) Concession stands ovens by Kitchen restock in the total amount of \$22,158.00” is enumerated, this consent item is thereby approved.

Two quotes received: Kitchen restock - \$22,158.00 and KaTom Restaurant Supply - \$28,242.00.

14. CONSIDERATION TO APPLY FOR THE 100% REIMBURSABLE FY24 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY GRANT FOR EQUIPEMNT AND AUTOMATED LICENSE PLATE READERS IN THE AMOUNT OF \$29,985.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to apply for the 100% reimbursable FY24 Mississippi Department of Homeland Security grant for equipment and automated license plate readers in the amount of \$29,985.00” is enumerated, this consent item is thereby approved.

15. APPROVAL TO APPLY FOR THE 100% REIMBURSABLE FY24 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY GRANT FOR EQUIPMENT, FINGERPRINT IDENTIFICATION SYTEM AND DIGITAL FORENSICS EQUIPMENT IN THE AMOUNT OF \$65,785.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to apply for the 100% reimbursable FY24 Mississippi Department of Homeland Security Grant for equipment, fingerprint identification system and digital forensics equipment in the amount of \$65,785.00” is enumerated, this consent item is thereby approved.

16. APPROVAL TO REJECT ALL PROPOSALS PURSUANT TO MISS. CODE ANN. §31-7-13(R) FOR SOLID WASTE COMMERCIAL PICK-UP IN THE CITY OF STARKVILLE, MISSISSIPPI.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to reject all proposals pursuant to Miss. Code Ann. §31-7-13(R) for solid waste commercial pick-up in the city of Starkville, Mississippi” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO APPROVE THE FINAL PAY ESTIMATE FOR THE BABYLON ROAD SEWER ADDITION IN THE AMOUNT OF \$36,709.05.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the final pay estimate for the Babylon Road Sewer Addition in the amount of \$36,709.05” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO ACCEPT THE LOWER QUOTE FROM THE WELDING WORKS TO INSTALL THE STORAGE CANOPY IN THE AMOUNT OF \$9,450.00 FOR THE PIPE STORAGE FOR THE WATER DIVISION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from The Welding Works in the amount of \$6,850.00 for the installation of a guardrail on Washington Street” is enumerated, this consent item is thereby approved.

Two Quotes: The Welding Works - \$6,850.00 and Paul’s Welding - \$8,200.00

19. CONSIDERATION TO ACCEPT THE LOWER QUOTE FROM FAIR PRICE LANDSCAPING TO PROVIDE LANDSCAPING SERVICES AT UTILITIES LOCATIONS IN THE AMOUNT OF \$6,500.00 PER MONTH.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from Fair Price Landscaping to provide landscaping services at Utilities locations in the amount of \$6,500.00 per month” is enumerated, this consent item is thereby approved.

Two Quotes: Fair Price Landscaping: \$6,500.00 and SGK Landscapes: \$6,567.61

20. CONSIDERATION TO APPROVE CHANGE ORDER 1 TO ADD 42 CALENDAR DAYS AND A CONTRACT INCREASE OF \$30,995.00 FOR THE 2022 STARKVILLE SEWER REHAB PROJECT AT GREEN OAKS & ROLLING HILLS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 21, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order 1 to add 42 calendar days and a contract increase of \$30,995.00 for the 2022 Starkville Sewer Rehab: Green Oaks & Rolling Hills project” is enumerated, this consent item is thereby approved.

The Change Order follows this page.



2111 Parkway Office Circle
Suite 100
Birmingham, AL 35244
TEL 205.443.3080
FAX 205.313.6564

www.GarverUSA.com

Contract Change Order

CHANGE NO.: 001

CONTRACTOR: SUNCOAST INFRASTRUCTURE, INC.

OWNER: STARKVILLE UTILITIES PROJECT NO.: 21W10050

PROJECT: 2022 STARKVILLE SEWER REHABILITATION

ENGINEER: GARVER

REFERENCE TO: Spec No: N/A Dwg. No: N/A

REQUESTED BY: SUNCOAST INFRASTRUCTURE, INC. DATE: 1/23/2023

The following modification(s) to the Contract are hereby requested (use additional pages if required):

Addition of three (3) pay items for work needed to rehabilitate a 12-inch sewer line in Green Oaks. These items include 12" CIPP lining, 12" Point Repair, and miscellaneous work required to remove and replace storm drain piping and a box culvert. The estimated amount of change is \$30,995.00.

42 calendar days of additional contract time.

Reason for Modification(s) Request:

It was discovered that a line previously thought to be 10-inch in diameter is 12-inches in diameter for the majority of the segment with only a small portion of 10-inch piping that needs replacement to 12-inch.

An additional 32 point repairs added to the project over the estimated bid amount resulted in longer construction time with these repairs needing to be made prior to additional CCTV inspections and CIPP lining could occur.

Attachments (List Supporting Documents):

Suncoast's Change Order Proposal

CCO Proposed Amount		Proposed Contract Times	
☒ Add	☐ Deduct	☒ Add	☐ Deduct
\$ 30,995.00		Days: 42	
☐ N/A			

Owner	Engineer	Contractor
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>Steve H. Rike</u>
Date: <u>3-22-23</u>	Date: <u>3/9/23</u>	Date: <u>3/2/23</u>

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill Introduced New Employees:

Sanitation & Environmental Services Department: Antoniyo Macon, Raymond Shelton and Stevenson Tutton

Fire Department: John Douglas Arnold and James Kellen Pumphrey

Police Department: Ezra Connor, Joinay Watts, Ke'Shawn Adams and Kyle Eaves

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that citizens are afraid of snakes and asked that the City give safety tips to prevent citizens getting injured by snakes.

Fire Chief Charles Yarbrough thanked everyone that reached out to his family and himself during the recent loss of his son.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

FIRST PUBLIC HEARING TO AMEND THE UNIFIED DEVELOPMENT CODE FOR RIGHT OF WAY PROTECTION AND DAMAGE TO PUBLIC INFRASTRUCTURE.

Cody Burnett presented the proposed amendment. There are currently no laws on City records addressing damage to streets, curbs, gutters, sidewalks, etc. This amendment would define damage, fees and preventive measures to protect City streets and infrastructure.

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

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

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

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

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

22. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Brooks offered a motion to enter Executive Session for the purpose of potential litigation. Following a second by Alderman Rupp, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of potential litigation. At this time, the Board entered Executive Session.

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

Alderman Vaughn offered a motion to return to open session. Alderman Rupp seconded the motion and the Board voted as follows to return to open session:

Alderman Ben Carver	Voted: Absent
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: Recused
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

24. CONSIDERATION OF COA 23-01: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS AT 400 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

City Planner Daniel Havelin presented a request by Will and Stephanie Arnett for a Certificate of Appropriateness for a site alteration that has already been performed. The applicants added gravel to the property's rear yard to create parking spaces. The work was performed without a Certificate of Appropriateness as required in Section 3.16.1.C.1. Legal counsel for the Arnetts, William Starks, and Stephanie Arnett appeared before the Mayor and Board stating "that the pre-existing condition was a gravel parking area, they were adding gravel to improve the parking area and that they were unaware of the requirement for a permit".

Upon the motion of Alderman Rupp, duly seconded by Alderman Carver, for the Board of Aldermen to approve COA 23-01: a request for a Certificate of Appropriateness at 400 Greensboro Street in the Greensboro Historic District, the Board voted as follows:

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

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

25. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of March 13, 2023 for fiscal year ending 9/30/23, 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	\$ 385,159.71
Restricted Police Fund	002	3,816.19
Airport Fund	015	29,319.54
Airport – Grant Funds	016	709.82
Sanitation	022	21,838.03
Modernization Use Tax	120	1,336.00
Industrial Park Bond	303	115.74
2022 GO Public Improv Bonds	305	550.00
2023 Parks Capital Fund	312	24,155.00
Park Bond - 2020	380	11,383.53
Stark Road Expansion	700	49,118.00
Sub Total Before Utilities		\$ 527,501.56
Utilities Dept.	SED	703,517.31
Total Claims	Total	\$1,231,018.87

26. MOTION TO ADJOURN UNTIL APRIL 4, 2023 @ 5:30 IN THE COURT ROOM AT 110 W MAIN ST.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to adjourn the meeting until April 4, 2023 @ 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 4th DAY OF APRIL, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 4, 2023
PAGE: Page 1 of 7

SUBJECT:

Public hearing and consideration of VA 23-02 a request for a Variance from the maximum size of a wall sign located at 101 Airport Road in an Industrial zoning district.

SUMMARY:

Applicant, Jason Riel on behalf of Columbia Industries, is requesting a variance from the maximum size of a wall sign located at 101 Airport Road in an Industrial zoning district. The maximum size of a wall sign in an industrial zoning district is one hundred fifty (150) square feet by right. The proposed signage as seen in attachment #3 is one hundred ninety-two (192) square feet. The applicant is requesting relief from section 14.7.8.A.2.1 of the Unified Development Code for the 42 square feet of signage area over the amount allowed by right in an industrial zoning district

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

1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 7, 2023
3. A sign was posted on the property in a conspicuous location.

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

At the March 22, 2023 Board of Adjustments and Appeals meeting, the Board voted unanimously to recommend approval of the request.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of VA 23-02 a request for a variance from the maximum size of a wall sign located at 101 Airport Road.

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
 Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 23-02 a request for a Variance from the maximum size of a wall sign located at 101 Airport Road in an Industrial zoning district.
Date: March 22, 2023

The purpose of this report is to provide information regarding Variance Request by Jason Riel on behalf of Columbia Industries for a variance from the maximum size of a wall sign located at 101 Airport Road in an Industrial zoning district with the parcel number 102L-00-012.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The maximum size of a wall sign in an industrial zoning district is one hundred fifty square feet by right. The proposed signage as seen in attachment #3 is one hundred ninety-two square feet. The applicant is requesting relief from section 14.7.8.A.2.1 of the Unified Development Code for the 42 square feet of signage area over the amount allowed by right in an industrial zoning district. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the April 4th, 2023 meeting.

VARIANCE REQUEST FROM

UDC Section 14.7.8.A Wall Sign



1. Description

1. A wall sign is a sign attached flat to, painted on, or mounted away from but parallel to the building wall.
2. A sign permit is required for a wall sign.

2. Size Requirements

1. The copy area or sign area, whichever is greater, of a wall sign shall not exceed fifty percent (50%) of the square footage of the facade face of the building and not to exceed one hundred fifty (150) square feet in size.
2. The sign area of a wall sign in Form-based districts shall not exceed three (3) feet in height and ninety percent (90%) of the width of the facade face.

3. The sign area of a wall sign in TN-N, TN-E, MU-9, and MU-20 districts shall not exceed three (3) feet in height and fifty percent (50%) of the width of the facade face up to a maximum of fifty (50) square feet in size.
4. Wall signs shall not extend out more than twelve (12) inches from the building wall.
3. **Location**
 1. No portion of a wall sign may extend above the roof line of a building without a parapet wall. No portion of a wall sign shall extend above the parapet without a use exception being granted.
 2. No wall sign may extend above the lower eave line of a building with a pitched roof.
 3. The minimum clearance above a walkway or public sidewalk from the bottom of a wall sign shall be eight (8) feet.
4. **Additional Standards**
 1. The font height of wall signs in the TN-N, TN-E, and Form-based Districts shall not exceed eighteen (18) inches.
 2. Wall signs in the TN-N, TN-E, and Form-based Districts shall not be internally illuminated. Halo type or backlit illumination is not considered internally illuminated. Push thru letters with an opaque letter face are allowed.
 3. If the primary structure is located more than two hundred (200) feet from the nearest adjacent street, the square footage of a wall sign may be increased to two hundred and fifty (250) square feet in a Commercial, Industrial, Optional- Commercial use district, or Optional- Industrial use district.
 4. Painted wall signs shall meet all size and location requirements in addition to being painted in a professional and contextually complementary manner. An artistic mural that is not related to the use of the building or site is not considered a wall sign and is not regulated by this section.
 5. This sign type is only allowed in RN and O-E zoning districts with an approved commercial or multi-dwelling unit residential use.
 6. This sign type is only allowed in TN-N and TN-E zoning districts with an approved commercial use or use exception for existing use.

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

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

NOTIFICATION:

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

1. 7 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 7th, 2023.
3. A sign was posted on the property in a conspicuous location.

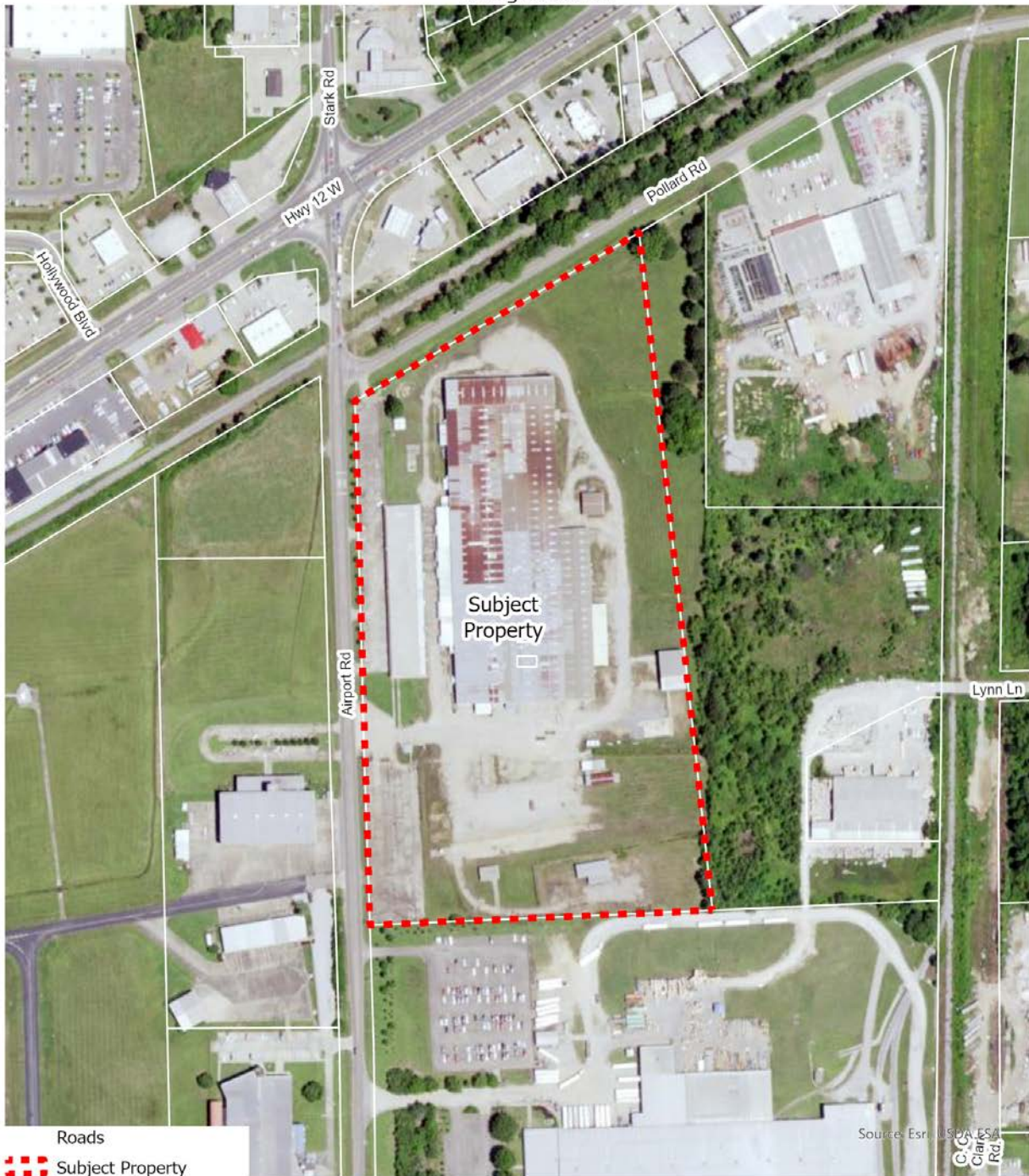
RESPONSE TO NOTIFICATION

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

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

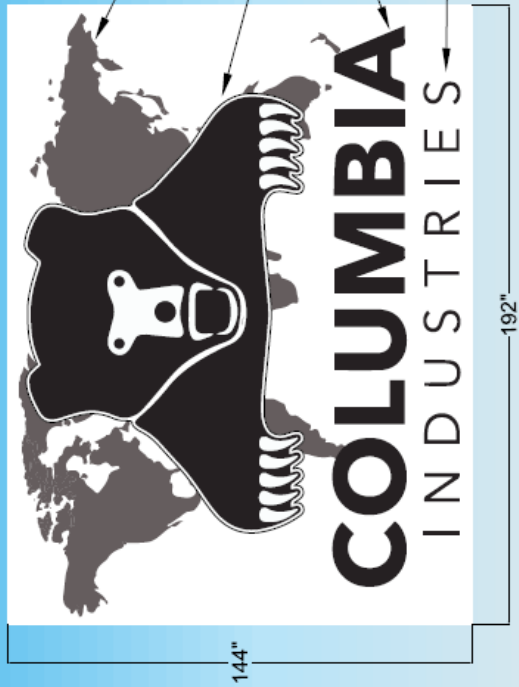
Attachment 1
VA 23-02 Aerial



Attachment 2
VA 23-02 Zoning



Attachment 3- Proposed Signage



1-800-728-8869



APPROVAL INFORMATION & CONFIRMATION

☐ Proof is approved. Proceed with production of order. ☐ Proof is approved with corrections. Make corrections.

NOTE: THIS DESIGN IS A GENERAL CONCEPT. SPECIFIC MATERIALS, COLORS, AND FINISHES WILL BE DETERMINED AT THE TIME OF PRODUCTION. IT IS SUGGESTED THAT YOU CONSULT WITH THE PROJECT OWNER FOR ANY SPECIFIC REQUIREMENTS.



Client: COLUMBIA INDUSTRIES
Location: STARKVILLE, MS
Drawn By: JEANNE
Date: 2/9/2023

serving the mid-south since 1978



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 4, 2023
PAGE: Page 1 of 12

SUBJECT:

Public hearing and consideration of SE 23-01 a request for a Special Exception to allow for a deviation from parking requirements and VA 23-03 a request for a variance from parking dimensions in Brookville gardens located at 305 Everglade Avenue in an MDU-20 zoning district.

SUMMARY:

The applicant, Springer Engineering, Inc on behalf of Triangle Development, is requesting a special exception to allow for a reduction in the amount of required parking and for a dimensional variance from parking lot requirements located in Brookville Gardens at 305 Everglade Avenue in an MDU-20 zoning district. The applicant is currently proposing to remodel the existing buildings. The proposed remodel includes repairs to the existing parking lot, but does not add additional parking or change the dimensions of the lot. The applicant is requesting relief from Section 13.5.6.B.1 which requires 1.25 spaces per bedroom and the dimensional requirement from Section 14.10.14. The existing and proposed number of bedrooms in the development is (332). Under the current code, (415) parking spaces would be required. The number of current and proposed parking spaces that are existing is (191). The existing parking lot does not meet the current dimensional requirements for a parking lot. Therefore, a special exception and a variance are required.

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

1. 19 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 12, 2023
3. A sign was posted on the property in a conspicuous location.

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

At the March 29, 2023, Planning and Zoning Commission special call meeting, the Commission voted unanimously to recommend approval of the request.

At the March 29, 2023 Board of Adjustments and Appeals special call meeting, the Board voted unanimously to recommend approval of the request with one condition.

1. Variance does not include the dimensions of the ADA spaces

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of SE 23-01 to allow for a deviation from parking requirements and VA 23-03 for a variance from parking dimensions in Brookville gardens located at 305 Everglade Avenue with one condition.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of SE 23-01 a request for Special Exception to allow for a deviation from parking requirements at Brookville Gardens located at 305 Everglade Avenue in an MDU-20 zoning district.
Date: March 29, 2023

The purpose of this report is to provide information regarding a Special Exception request by Springer Engineering, Inc on behalf of Scott King with Triangle Development to allow for a reduction in the amount of required parking located in Brookville Gardens at 305 Everglade Avenue in an MDU-20 zoning district with the property # 118K-00-016.00, 118K-00-015.00, 118J-00-069.00, and 118J-00-074.00. Please see attachments 1-3.

BACKGROUND INFORMATION

The applicant is currently proposing to remodel the existing buildings. The applicant is also proposing to overlay, stripe, and do minor modifications to the existing parking lot, but not add any additional parking spaces. Section 13.5.6.B.1 requires (1.25) parking spaces per bedroom. The applicant is not proposing to increase either the number of units or number of bedrooms as part of the proposed remodel. The existing and proposed number of bedrooms in the development is (332). Under the current code, (415) parking spaces would be required. The number of current and proposed parking spaces that are existing is (191). Nine (9) of the spaces would be ADA compliant spaces. In accordance with the Unified Development Code, section 3.4 requires a Special Exception to deviate from any use standards that is non-dimensional in nature. The applicant is also requesting a Variance from the dimensional requirements of a parking lot. That request will be heard by the Board of Adjustments and Appeals on March 29, 2023. If the request for Special Exception is recommended for approval or denial, the Special Exception requests and Variance request will be heard by the Board of Aldermen at the April 4, 2023 meeting.

SPECIAL EXCEPTION REQUEST FROM

13.5.6 Dwelling, Multiplex

B. Parking:

1. In form-based districts one (1) parking space per bedroom is required. In all other zoning districts one and a quarter (1.25) parking space per bedroom is required for all new construction.

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

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.

3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

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

NOTIFICATION

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

1. 19 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 12, 2023.
3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

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

CONDITIONS OF APPROVAL

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

Attachment 1
VA 23-03 & SE 23-01 Aerial



0 175 350 700 Feet



Attachment 2
VA 23-03 & SE 23-01 Zoning



[illegible]

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

PROPOSED SITE PLAN

BROOKVILLE GARDENS APARTMENTS, FHA # 065-35761
STARKVILLE, MISSISSIPPI

FOR
TRIANGLE DEVELOPMENT
MADISON, MISSISSIPPI

DRAWN BY: **TT**
 CHECKED BY: **ES**
 PROJECT NO.: **22-S-39**
 DATE: **09-12-22**
 SCALE: **1" = 160'**
 REVISION #:

STAFF REPORT

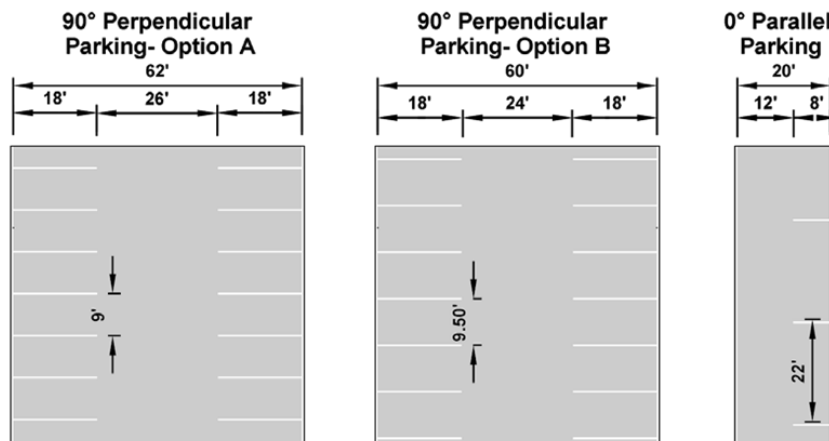
To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
 Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public hearing and consideration of VA 23-03 a request for a variance from parking dimensions in Brookville Gardens located at 305 Everglade Avenue in an MDU-20 zoning district.
Date: March 29, 2023

The purpose of this report is to provide information regarding a variance request by Springer Engineering, Inc on behalf of Scott King with Triangle Development for a dimensional variance from parking lot requirements located in Brookville Gardens at 305 Everglade Avenue in an MDU-20 zoning district with the property # 118K-00-016.00, 118K-00-015.00, 118J-00-069.00, and 118J-00-074.00. Please see attachments 1- 3.

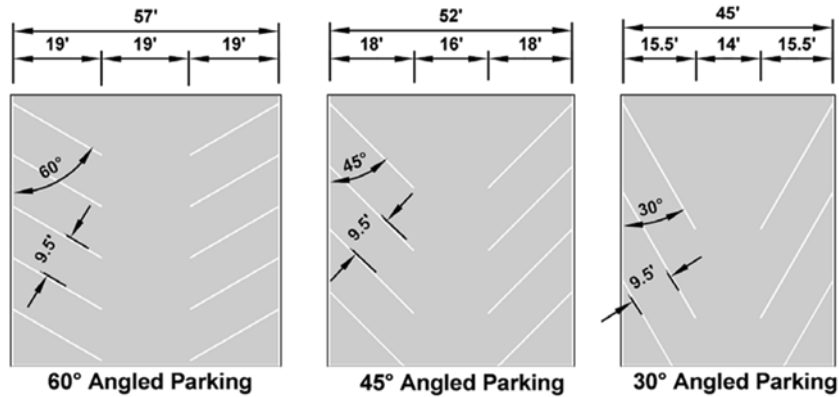
BACKGROUND INFORMATION

The applicant is currently proposing to remodel the existing buildings. In accordance with the Unified Development Code, section 3.7.1 requires a Variance to deviate from any dimensional requirements of the development standards. The existing parking lot does not meet the current dimensional requirements for a parking lot. The applicant is requesting relief from the dimensional requirement from Section 14.10.14. The applicant attended a Development Review Committee meeting on March 16, 2023 and comments were issued. The applicant is also requesting a Special Exception from the amount of parking required. That request will be heard by the Planning and Zoning Commission on March 29, 2023. If the request for Variance is recommended for approval or denial, the Variance requests and Special Exception request will be heard by the Board of Aldermen at the April 4, 2023 meeting.

VARIANCE REQUEST FROM
14.10.14 Parking Layout



(Continued)



- A. Ninety degree (90°) perpendicular parking option A. Parking spaces shall have a minimum dimension of nine (9) feet wide by eighteen (18) feet long with a minimum drive aisle width of twenty-six (26) feet.
- B. Ninety degree (90°) perpendicular parking option B. Parking spaces shall have a minimum dimension of nine and a half (9 1/2) feet wide by eighteen (18) feet long with a minimum drive aisle width of twenty-four (24) feet.
- C. Sixty degree (60°) angled parking. Parking spaces shall have a minimum dimension of nine and a half (9 1/2) feet wide by nineteen (19) feet long with a minimum drive aisle width of nineteen (19) feet.
- D. Forty-five degree (45°) angled parking. Parking spaces shall have a minimum dimension of nine and a half (9 1/2) feet wide by eighteen (18) feet long with a minimum drive aisle width of sixteen (16) feet.
- E. Thirty degree (30°) angled parking. Parking spaces shall have a minimum dimension of nine and a half (9 1/2) feet wide by fifteen and a half (15 1/2) feet long with a minimum drive aisle width of fourteen (14) feet.
- F. Zero degree (0°) parallel parking. Parking spaces shall have a minimum dimension of eight (8) feet wide by twenty-two (22) feet long with a minimum drive aisle width of twelve (12) feet.
- G. Other angled parking. All other angled parking lot dimensions not stated above shall require approval by the City Planner and/or City Engineer based on the dimensional standards of the two (2) closest angled parking categories.
- H. Fire lanes and access drives. Drive aisle width requirements in this section shall not apply to any required fire lanes or fire access drives. Aisle widths for fire lanes and fire access drives shall be as required by the latest adopted edition of the International Fire Code or other applicable adopted building codes.
- I. Parking lot islands. All parking lots shall provide for perimeter islands, terminal islands, interior islands, and median islands as required by the Development Standards Chart and the Landscape Sections (see Fig. 14.10-2).
- J. Required curbs. Interior islands, terminal islands, median islands, and parking lot perimeter shall have a six (6) inch high by six (6) inch wide concrete curb. Wheel stops cannot be used as the only means of protection. If median islands are being used for stormwater management, the requirement for a concrete curb may be removed only with the approval of the City Planner and/or City Engineer.

REQUEST

The request is to allow for the drive aisle width and parking stall depth to remain the same. The current parking lot has a minimum drive aisle width of 22' and a minimum parking stall depth of 15'

CRITERIA FOR VARIANCE REVIEW AND APPROVAL (Section 3.7.1)

3.7.1. Criteria for variance review and approval.

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

NOTIFICATION:

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

- 1. 19 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
- 2. A legal ad was published in the Starkville Daily News on March 12, 2023.
- 3. A sign was posted on the property in a conspicuous location.

RESPONSE TO NOTIFICATION

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

CONDITIONS OF APPROVAL

Any condition attached to the approval of a variance by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, and successors.

Attachment 1
VA 23-03 & SE 23-01 Aerial



0 175 350 700 Feet



Attachment 2
VA 23-03 & SE 23-01 Zoning



LEGEND

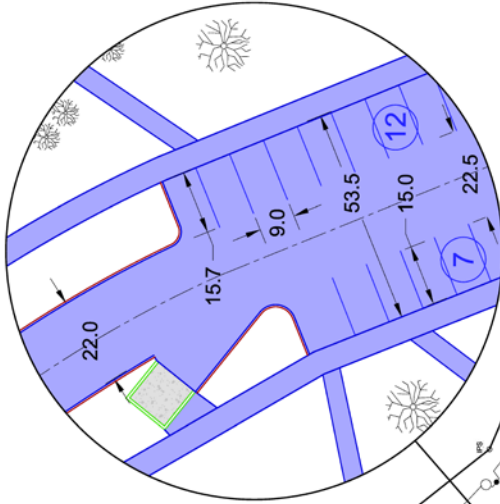
SPY — SPY PLANT FOUND
P — POINT OF INTEREST
PO — POWER POLE
A — AREA LIGHT
M — MOUNTAIN
T — TELEPHONE TOWER
F — FIRE HYDRANT
W — WATER WHEEL
C — CEMETERY
CO — COW
B — BARN
W — WATER WHEEL
M — MOUNTAIN
H — HANDS OF PANDAS
CYCLOPE FENCE
RICH FENCE
W — WATER LINE BY FLOW
OVERHEAD POWER LINE
EXTENDING CONTOUR
POSSIBLE CONTOUR
80' FENCE

1. REQUIRED NUMBER OF PARKING SPACES.
2. DIMENSIONAL REQUIREMENTS OF PARKING LOT.

PROPERTY ADDRESS:
BROOKVILLE GARDEN
308 EVERGLADE AVENUE
STARKVILLE, MISSISSIPPI 39759

TOTAL PARKING SPACES PROVIDED:
TOTAL BEDROOMS - 332
REQUIRED PARKING - 415

PARKING SPACES - 182
HANDICAP SPACES - 9
TOTAL SPACES - 191



TYPICAL PARKING LOT DIMENSIONS



REVISÉ: 03-08-2023

PROPOSED SITE PLAN

BROOKVILLE GARDENS APARTMENTS, FHA # 065-35761

STARKVILLE, MISSISSIPPI

FOR

TRIANGI E DEVELOPMENT

MANAGEMENT DEVELOPMENT

MADISON, MISSISSIPPI

DATE: 09-12-22

SCALE: 1" = 160'

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

DRAWN BY: **TT**

CHECKED BY: **ES**

PROJECT NO.: 22

DATE: 09-12-22

SCALE: 1" = 160'

REVISION #:



**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Apr. 4, 2023
PAGE: Page 1 of 29

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 109 Roosevelt Taylor Sr. St. Starkville, MS 39759 previously known as 109 Beattie St. Starkville, MS 39759 with the parcel number 118O-00-250.00 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 109 Roosevelt Taylor Sr. St. Starkville, MS 39759 with the parcel number 118O-00-250.00 was performed on Thursday, Feb. 9, 2023, and re-inspection on Wednesday Feb. 22, 2023, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, overgrowth of the property trash, and debris and overall upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall on Wednesday, Mar. 8, 2023. Notification letters of the public hearing were sent on Wednesday, Mar. 8, 2023, to the property tax payer/owner *EMMA WATSON C/O PATRICIA NELSON 386 S BURNSIDE AVE APT 6H LOS ANGELES, LA 90036*. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

The third inspection was done by Officer Sarah Perez on, Friday, Mar. 10, 2023, at approximately 10:40. The final inspection was done by Officer Sarah Perez before submission of documents on Monday, Mar. 20, 2023, at approximately 09:43.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Alexandra Nash @ 662-323-4847

SUGGESTED MOTION:

Move to determine the building, located at 109 Roosevelt Taylor Sr. St. Starkville, MS 39759 previously known as 109 Beattie St. Starkville, MS 39759 with the parcel number 118O-00-250.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

109 Roosevelt Taylor Sr. St. Starkville, MS 39759 previously known as 109 Beattie St. Starkville, MS 39759 with the parcel number 118O-00-250.00 Oktibbeha County Property Link public tax information.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 2/10/2023

Tax Year 2022

Records Last Updated 2/9/2023

PROPERTY DETAIL		
OWNER	WATSON EMMA	ACRES : **NA**
	C/O PATRICIA NELSON	LAND VALUE : 9000
	386 S BURNSIDE AVE APT 6H	IMPROVEMENTS : 1520
	LOS ANGELES CA 90036	TOTAL VALUE: 10520
		ASSESSED : 1578

PARCEL 118O-00-250.00

ADDRESS 109 BEATTIE ST

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	86.96	86.96	0.00
CITY	47.55	47.55	0.00
SCHOOL	104.15	104.15	0.00
TOTAL	238.66	238.66	0.00

LAST PAYMENT DATE 2/2/2023

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL LOT A & B HARLEM ST SUB
HOMESTEAD CODE None	MAP 118O DB/PG 253/532
TAX DISTRICT	5110
PPIN	005586
SECTION	34
TOWNSHIP	19N
RANGE	14E

Book Page

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2019	MERRITT INC	2/25/2021 WATSON EMMA

Back

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)



City of Starkville, MS

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

FIRST NOTICE OF VIOLATION

Emma Watson C/o Patricia Nelson
386 S Burnside Ave
Apt 6h
Los Angeles, CA 90036

Case No. 23-000022
Issued: February 10, 2023

VIOLATION LOCATION	LEGAL DESCRIPTION
109 Roosevelt Taylor, Starkville, MS 39759	-

An inspection of the above referenced property was made on February 10, 2023. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than February 20, 2023.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Emma Watson C/o Patricia Nelson

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Feb 09, 2023 at 4:33 PM

Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION

DESCRIPTION

Agency Steps for Non-Compliance (Penalty)

REQUIRED

The City shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom.

The governing authority may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.



Violation Notice issued page 3, Friday, Feb. 10, 2023.



The photographs below were taken by Officer Sarah Perez at the first inspection on Thursday, Feb. 9, 2023, at approximately 16:27.

(CALL CARD)

Call #	23-004967	Dispatcher	PEREZ, S
Date/Time	02/09/2023 16:27:57	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address
109 ROOSEVELT TAYLOR

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	16:27:57	16:27:57	16:34:34		
CARRITHERS, S	16:30:46	16:31:05	16:31:16		

Notes

2/9/2023 4:33:50 PM	PERE Z, S	DILAPIDATED PROPERTY
2/9/2023 4:34:00 PM	PERE Z, S	PHOTOS TAKEN
2/9/2023 4:34:26 PM	PERE Z, S	CASE #23-000022 IN MYGOV

OVERGROWN PROPERTY





The photographs below were taken by Officer Sarah Perez at the second inspection on Wednesday, Feb. 22, 2023, at approximately 10:41.

(CALL CARD)

Call #	23-006745	Dispatcher	MULLEN, T
Date/Time	02/22/2023 10:41:56	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

109 ROSSEVELT TAYLOR SR. ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:41:56	10:41:56	10:46:01		
COLEMAN, G	10:42:11	10:42:12	10:46:01		

Notes

2/22/2023 10:42:34 AM	PEREZ, S	CASE #23-000022
2/22/2023 10:45:18 AM	PEREZ, S	PHOTOS TAKEN

Overgrown Property







Photographs below were taken by Officer Sarah Perez on Wednesday, Mar. 8, 2023, at approximately 12:00. Public hearing notices were placed on the property and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

(PDF OF THE PUBLIC HEARING NOTICE)

EMMA WATSON C/O PATRICIA NELSON
386 S BURNSIDE AVE APT 6H
LOS ANGELES, LA 90036

NOTICE

PARCEL NUMBER: 118O-00-250.00

109 Roosevelt Taylor Sr. St. Starkville, MS 39759

previously known as

109 Beattie St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 4, 2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Officer Sarah Perez or Officer Alexandra Nash (662)323-4847

(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)

(CALL CARD)

Call #	23-008611	Dispatcher	PEREZ, S
Date/Time	03/08/2023 12:00:13	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

110 W MAIN ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	12:00:13	12:00:13	12:02:07		

Notes

3/8/2023 12:00:44 PM	PEREZ, S	CASE #23-000022 109 ROOSEVELT TAYLOR SR. ST.
3/8/2023 12:01:05 PM	PEREZ, S	PUBLIC HEARING NOTICE POSTED AT CITY HALL
3/8/2023 12:01:10 PM	PEREZ, S	PHOTOS TAKEN

EMMA WATSON C/O PATRICIA NELSON
386 S BURNSIDE AVE APT 6H
LOS ANGELES, LA 90036

NOTICE

PARCEL NUMBER: 1180-00-250.00

109 Roosevelt Taylor Sr. St. Starkville, MS 39759

previously known as

109 Beattie St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on April 4, 2023, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Sarah Perez or Officer Alexandra Nash (662)323-4847



(POSTED ON THE FRONT OF THE PROPERTY)

Photographs below were taken by Officer Sarah Perez at the third inspection on Friday, Mar. 10, 2023, at approximately 10:40.

Call #	23-008804	Dispatcher	PEREZ, S
Date/Time	03/10/2023 10:40:10	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

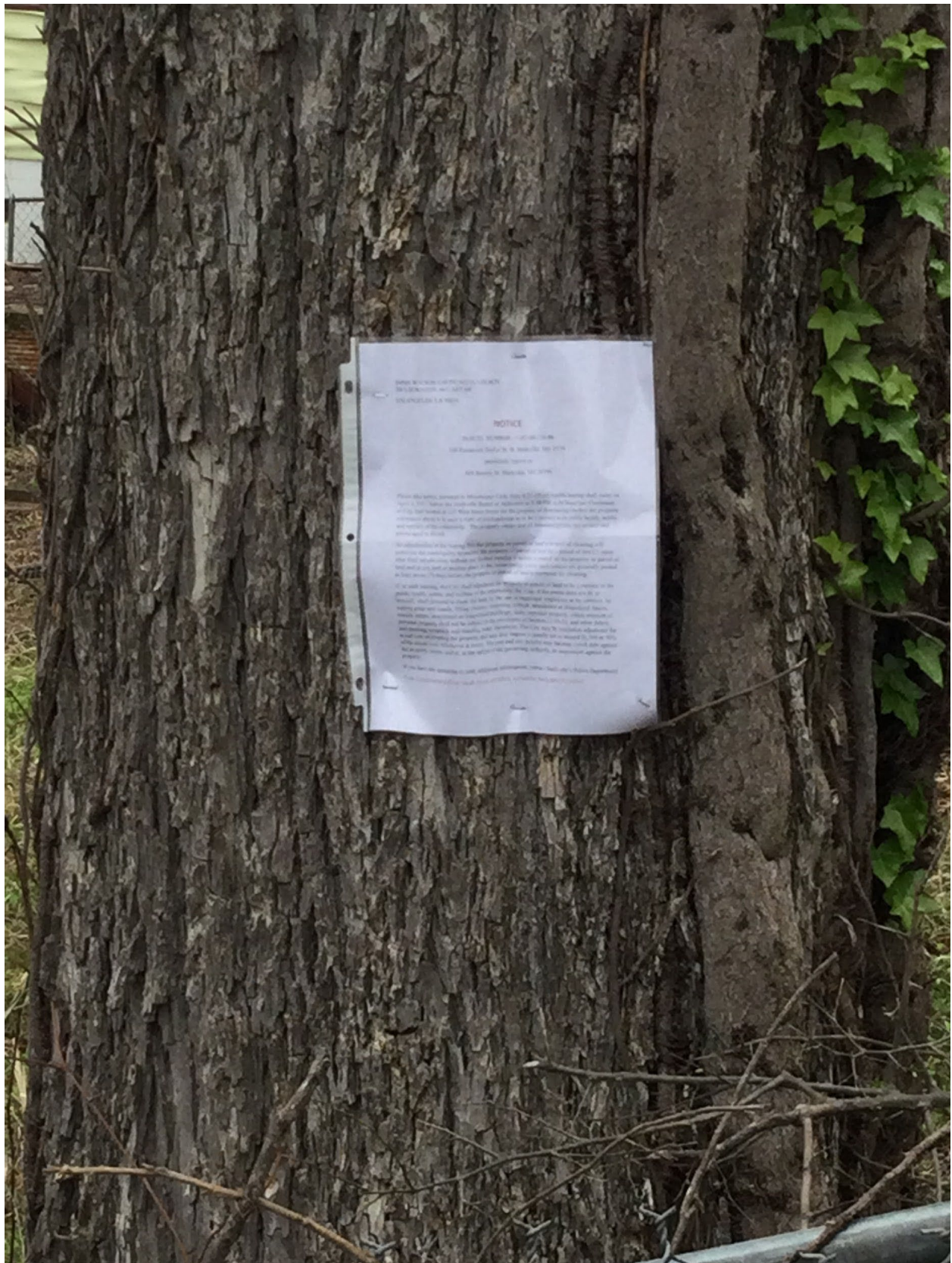
109 ROOSEVELT TAYLOR SR. ST.

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:40:10	10:40:10	10:42:45		

Notes

3/10/2023 10:40:32 AM	PEREZ, S	CASE #23-000022
3/10/2023 10:41:03 AM	PEREZ, S	PUBLIC HEARING NOTICE POKED ON PROPERTY
3/10/2023 10:41:34 AM	PEREZ, S	PUBLIC HEARING NOTICE POSTED ON PROPERTY
3/10/2023 10:41:48 AM	PEREZ, S	PHOTOS TAKEN















(PHOTOS OF CERTIFIED MAIL SENT)

Call # 23-008617
Date/Time 03/08/2023 12:40:46
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

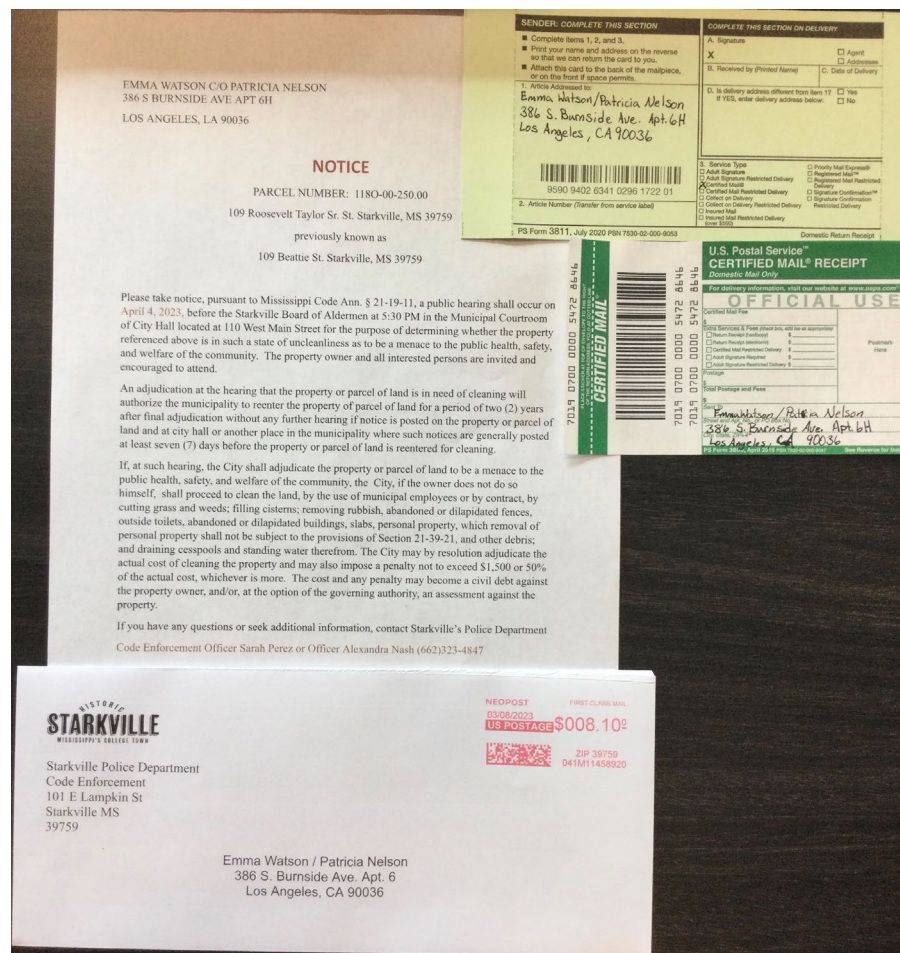
822 TAYLOR ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	12:40:46	12:40:46	12:41:58		
PEREZ, S	12:40:46	12:40:46	12:41:58		

Notes

3/8/2023 12:41:04 PM PEREZ, S CASE #23-000022
3/8/2023 12:41:31 PM PEREZ, S 109 ROOSEVELT TAYLOR SR. ST.
3/8/2023 12:41:49 PM PEREZ, S CERTIFIED MAIL SENT TO PROPERTY OWNER



HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Starkville Police Department
Code Enforcement
101 E Lampkin St
Starkville MS
39759

CERTIFIED MAIL



7019 0700 0000 5472 8646

NEOPOST

FIRST-CLASS MAIL

03/08/2023

US POSTAGE \$008.10⁰⁰



ZIP 39759
041M11458920

Emma Watson / Patricia Nelson
386 S. Burnside Ave. Apt. 6
Los Angeles, CA 90036

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OFFICIAL USE

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

Postmark
Here

Postage

Total Postage and Fees

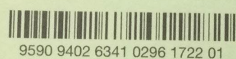
Sent to
Emma Watson / Patricia Nelson
386 S. Burnside Ave. Apt. 6H
Los Angeles, CA 90036
PS Form 3841, April 2015 PSN 7530-02-000-9057 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Emma Watson / Patricia Nelson
386 S. Burnside Ave. Apt. 6H
Los Angeles, CA 90036



9590 9402 6341 0296 1722 01

2. Article Number (Transfer from service label)

7019 0700 0000 5472 8646

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ Agent
☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery over \$500 | |

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

Postmark
Here

Postage

Total Postage and Fees

Sent to
Emma Watson / Patricia Nelson
386 S. Burnside Ave. Apt. 6H
Los Angeles, CA 90036
PS Form 3841, April 2015 PSN 7530-02-000-9057 See Reverse for Instructions

7019 0700 0000 5472 8646

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OFFICIAL USE

Certified Mail Fee
 \$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage
 \$

Total Postage and Fees
 \$

Sent To
 Emma Watson / Patricia Nelson
 Street and Apt. No., or PO Box No.
 386 S. Burnside Ave. Apt. 6H
 City, State, ZIP+4®
 Los Angeles, CA 90036

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

STARKVILLE MAIN POST OFFICE
 MAR - 8 2023
 39759

Photographs below were taken by Officer Sarah Perez, one week before submission of documents, on Monday, Mar. 20, 2023, at approximately 09:43.

(CALL CARD)

Call # 23-009906 **Dispatcher** MULLEN, T
Date/Time 03/20/2023 09:43:08 **Disposition** CALL COMPLETED- NO REPORT
Type CODE ENFORCEMENT **Zone**
How Rcvd OFFICER INITIATED
Sent To Dispatch 03/20/2023 09:43:21

Location Address

109 ROOSEVELT TAYLOR DRIVE
 STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
NASH, A	09:43:37	09:43:39	09:47:42		
PEREZ, S	09:43:51	09:43:54	09:47:42		

Notes

3/20/2023 9:44:20 AM	PERE Z, S	TAKEN UPDATAED PHOTOGRAPHS
3/20/2023 9:44:27 AM	PERE Z, S	NOTICE STILL ON TREE
3/20/2023 9:44:40 AM	PERE Z, S	BRICK IS STILL PRESENT
3/20/2023 9:45:34 AM	PERE Z, S	WOODEN FRAME WITH CHICKEN WIRE IS GONE
3/20/2023 9:46:14 AM	PERE Z, S	TREE BRANCHES ON DEBRIS IN RIGHT OF WAY NO LONGER PRESENT











**CITY OF STARKVILLE COVER SHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Apr. 4, 2023
PAGE: Page 1 of 54

SUBJECT:

Public hearing and consideration under Miss. Code Ann. § 21-19-11 to determine whether the building located at 617 W. Main St. Starkville, MS 39759 with the parcel number 118O-00-274.00 is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition could occur.

SUMMARY:

Initial inspection of 617 W. Main St. Starkville, MS 39759 with the parcel number 118O-00-274.00 was performed on Thursday, Feb. 9, 2023, and re-inspection on Wednesday Feb. 22, 2023, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, overgrowth of the property trash, and debris and overall upkeep of the property being neglected and natural deterioration over time.

Public Notices of the public hearing were posted on the subject property and City Hall on Wednesday, Mar. 8, 2023. Notification letters of the public hearing were sent on Wednesday, Mar. 8, 2023, to the property tax payer/owner *CAROLYN FORSIDE 617 W. Main St. Starkville, MS 39759*. Tax payer/owner information was obtained through the Oktibbeha County Chancery Court where property and valorem tax is collected.

The third inspection was done by Officer Sarah Perez on Wednesday, Mar. 8, 2023, at approximately 12:16. The final inspection was done by Officer Sarah Perez before submission of documents on Mar. 20, 2023, at approximately 09:48.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Alexandra Nash @ 662-323-4847

SUGGESTED MOTION:

Move to determine the building, located at 617 W. Main St. Starkville, MS 39759 with the parcel number 118O-00-274.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11 thus allowing the City of Starkville to clean the site within the two-year period after the date of the hearing at which the property or parcel of land was adjudicated.

City of Starkville Unified Development Code, section 16.1.1 sub section D. Can be located at <https://www.cityofstarkville.org/> under the City Ordinances then Unified Development Code.

A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

617 W. Main St. Starkville, MS 39759 with the parcel number 118O-00-274.00, Oktibbeha County Property Link public tax information.

Oktibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link OKTIBBEHA COUNTY, MS

Current Date 2/10/2023

Tax Year 2022

Records Last Updated 2/9/2023

PROPERTY DETAIL		
OWNER	FORSIDE CAROLYN	ACRES : **NA**
	617 W MAIN ST	LAND VALUE : 9000
		IMPROVEMENTS : 18340
	STARKVILLE MS 39759	TOTAL VALUE: 27340
		ASSESSED : 4101

PARCEL 118O-00-274.00

ADDRESS **NA**

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	226.01	0.00	227.14
CITY	123.56	0.00	124.18
SCHOOL	270.67	0.00	272.02
TOTAL	620.24	0.00	623.34 .50% Penalty

[Pay Taxes](#)

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL LOT 18 C CITY BLOCK 13
HOMESTEAD CODE None	968/40
TAX DISTRICT 3110	MAP 118O DB/PG 321/430 919/207
PPIN 004103	B 968 P 40 11/12/0098
SECTION 34	
TOWNSHIP 19N	
RANGE 14E	

Book 968

Page 40

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2018	R & B FARMS LLC	5/26/2020 FORSIDE CAROLYN

[Back](#)

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[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)

[TERMS OF USE](#) | [PRIVACY POLICY](#) | [Log In](#) | [Log Out](#)



City of Starkville, MS

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

FIRST NOTICE OF VIOLATION

Carolyn Forside
617 W Main St
Starkville, MS 39759

Case No. 23-000020
Issued: February 10, 2023

VIOLATION LOCATION

617 W Main St, Parcel # 118O-00-274.00
Starkville, MS 39759

LEGAL DESCRIPTION

-

An inspection of the above referenced property was made on February 10, 2023. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than February 20, 2023.

If you do not bring this property into compliance, then the city will issue a citation and / or abate this nuisance and file a lien against this property for the cost of the abatement.

Your cooperation in this matter is greatly appreciated. If we can be of further assistance to you, or can answer any questions regarding this matter, please contact this office at (662) 323-4847.

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Carolyn Forside

Violations Listing

Unsafe Structures and Equipment [IPMC 2021 Section 111]

Reported By: Sarah Perez on Feb 09, 2023 at 4:08 PM

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

CORRECTION

DESCRIPTION

Unsafe Structures

REQUIRED

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



The photographs below were taken by Officer Sarah Perez at the first inspection on Thursday, Feb. 9, 2023, at approximately 15:56.

(CALL CARD)

Call #	23-004958	Dispatcher	PEREZ, S
Date/Time	02/09/2023 15:56:48	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

617 W MAIN ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:56:48	15:56:48	16:09:16		

Notes

2/9/2023 3:57:06 PM	PEREZ, S	DILAPIDATED STRUCTURE
2/9/2023 4:05:05 PM	PEREZ, S	PHOTOS TAKEN

(FRONT OF PROPERTY)







(EAST SIDE OF PROPERTY)









(BACK OF PROPERTY)







(WEST SIDE OF PROPERTY)





The photographs below were taken by Officer Sarah Perez at the second inspection on Wednesday, Feb. 22, 2023, at approximately 10:50. Showing no apparent change having been made to change the appearance of the property.

(CALL CARD)

Call #	23-006747	Dispatcher	MULLEN, T
Date/Time	02/22/2023 10:50:54	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

617 W MAIN ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:50:54	10:50:54	10:55:08		
COLEMAN, G	10:51:51	10:51:53	10:55:08		

Notes

2/22/2023 10:51:21 AM	PEREZ, S	CASE #23-000020
2/22/2023 10:54:36 AM	PEREZ, S	PHOTOS TAKEN

(FRONT OF PROPERTY)





(RIGHT SIDE OF PROPERTY)



(BACK OF PROPERTY)





(LEFT SIDE OF PROPERTY)



DAMAGE TO THE CARPORT COVER



Photographs below were taken by Officer Sarah Perez on Wednesday, Mar. 8, 2023, at approximately 11:49. Public hearing notices were placed on the property and mailed to the property and the property owner via certified mail. Also placed in the front window at City Hall.

(PDF OF THE PUBLIC HEARING NOTICE)

CAROLYN FORSIDE
617 W. Main St.

Starkville, MS 39759

NOTICE

PARCEL NUMBER: 118O-00-274.00

617 W. Main St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on **April 4, 2023**, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department

Code Enforcement Officer Sarah Perez or Officer Alexandra Nash (662)323-4847

(POSTED AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)

(CALL CARD)

Call #	23-008608	Dispatcher	PEREZ, S
Date/Time	03/08/2023 11:49:29	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

110 W MAIN ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:49:29	11:49:29	11:53:13		
PEREZ, S	11:49:29	11:49:29	11:53:13		
PEREZ, S	11:49:29	11:49:29	11:53:13		
PEREZ, S	11:49:29	11:49:29	11:53:13		

Notes

3/8/2023 11:49:56 AM	PEREZ, S	CASE #23-000020 617 W. MAIN ST.
3/8/2023 11:50:12 AM	PEREZ, S	CREATED PUBLIC HEARING NOTICE
3/8/2023 11:50:27 AM	PEREZ, S	FILLED OUT CERTIFIED MAIL CARDS
3/8/2023 11:50:46 AM	PEREZ, S	STAMPED CERTIFIED MAIL ENVELOPE
3/8/2023 11:50:53 AM	PEREZ, S	PHOTOS TAKEN

Call #	23-008610	Dispatcher	PEREZ, S
Date/Time	03/08/2023 11:58:56	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

110 W. MAIN ST

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:58:56	11:58:56	11:59:58		

Notes

3/8/2023 11:59:20 AM	PEREZ, S	CASE #23-000020 617 W. MAIN ST.
3/8/2023 11:59:39 AM	PEREZ, S	PUBLIC HEARING NOTICE POSTED AT CITY HALL
3/8/2023 11:59:48 AM	PEREZ, S	PHOTOS TAKEN

CAROLYN FORSIDE
617 W. Main St.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 1180-00-274.00
617 W. Main St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on April 4, 2023, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom. The City may by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty not to exceed \$1,500 or 50% of the actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property.

If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Sarah Perez or Officer Alexandra Nash (662)323-4847



(POSTED ON THE FRONT OF THE PROPERTY)

CAROLYN FORSIDE
617 W. Main St.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 1180-00-274.00

617 W. Main St. Starkville, MS 39759

Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on April 4, 2023, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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If you have any questions or seek additional information, contact Starkville's Police Department Code Enforcement Officer Sarah Perez or Officer Alexandra Nash (662)323-4847

Photographs below were taken by Officer Sarah Perez at the third inspection on Wednesday March 8, 2023, at approximately 12:16.

Call # 23-008614
Date/Time 03/08/2023 12:16:01
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

617 W MAIN ST
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	12:16:01	12:16:01	12:24:10		

Notes

3/8/2023 12:23:40 PM	PEREZ, S	PUBLIC HEARING NOTICE POSTED ON PROPERTY
3/8/2023 12:23:47 PM	PEREZ, S	PHOTOS TAKEN























(PHOTOS OF CERTIFIED MAIL SENT)

Call # 23-008616
Date/Time 03/08/2023 12:39:24
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

POST OFFICE

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	12:39:24	12:39:24	12:40:19		

Notes

3/8/2023 12:39:46 PM	PEREZ, S	CASE # 23-000020 617 W. MAIN ST.
3/8/2023 12:40:08 PM	PEREZ, S	CERTIFIED MAIL SENT TO PROPERTY OWNER

PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Carolyn Forside
617 W. Main St.
Starkville, MS 39759

9590 9402 6341 0296 1674 29

2. Article Number (Transfer from service label)
7019 0700 0000 5472 8639

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

LETTER RETURNED BY POST OFFICE ON MAR. 15, 2023.

HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Starkville Police Department
Code Enforcement
101 E Lampkin St
Starkville MS
39759

CERTIFIED MAIL®

7019 0700 0000 5472 8639

NEOPOST
03/08/2023
US POSTAGE \$008.10⁹

ZIP 39759
041M11458920

Carolyn Forside
617 W. Main St
Starkville, MS 39759

NIXIE 392 DE 1 0003/15/23

RETURN TO SENDER
NO SUCH STREET
UNABLE TO FORWARD

RC: 39759794401 *7066-04700-15-70

39759>2944

PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.
■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Carolyn Forside
617 W. Main St.
Starkville, MS 39759

9590 9402 6341 0296 1674 29

2. Article Number (Transfer from service label)
7019 0700 0000 5472 8639

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Photographs below were taken by Officer Sarah Perez, one week before submission of documents, on Monday, Mar. 20, 2023, at approximately 10:32.

(CALL CARD)

Call #	23-009908	Dispatcher	MULLEN, T
Date/Time	03/20/2023 09:48:54	Disposition	NO ACTION
Type	CODE ENFORCEMENT	Zone	2
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			

Location Address

617 MAIN ST WEST
STARKVILLE, MS

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:48:54	09:48:54	09:56:33		
NASH, A	09:49:27	09:49:29	09:56:33		

Notes

3/20/2023 9:49:17 AM	PEREZ, S	PHOTOGRPAHS TAKEN
3/20/2023 9:55:59 AM	PEREZ, S	NO CHANGE EVERYTHING STILL THE SAME
3/20/2023 9:56:42 AM	MULLEN, T	10-2

FRONT OF THE HOUSE









WEST SIDE OF THE HOUSE





SOUTH SIDE OF THE HOUSE







EAST SIDE OF THE HOUSE









CARPORT OVER THE DRIVEWAY











ORDINANCE NO. 2023-__

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING
THE UNIFIED DEVELOPMENT CODE**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held two public hearings as described in the proof of publication of the notices of hearings, which is appended to the Minutes in connection with the proposed amendments to the Unified Development Code; and

WHEREAS, the Mayor and Board of Aldermen find and determine that notice of said public hearings was duly and properly given and based upon the input from citizens and others, the City of Starkville finds the need to amend the Unified Development Code; and

WHEREAS, Miss. Code Ann. §21-17-5 authorizes the City to adopt and amend ordinances with respect to the care, management, and control of its municipal affairs, property, and finances; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi:

SECTION 1. That Section 16 of the Unified Development Code of the City of Starkville shall be amended as provided herein-below.

SECTION 2. Said Ordinance having been previously reduced to writing, a motion was made by Alderman _____ and seconded by Alderman _____ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Alderman Ben Carver	Ward 1	Voted:
Alderman Sandra C. Sistrunk	Ward 2	Voted:
Alderman Jeffrey Rupp	Ward 3	Voted:
Alderman Mike Brooks	Ward 4	Voted:
Alderman Hamp Beatty	Ward 5	Voted:
Vice Mayor Roy A'. Perkins	Ward 6	Voted:
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted:

ORDAINED AND APPROVED, this the 4th day of April, 2023, at the Regular Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

STARKVILLE BASKETBALL

WOMEN

South Carolina beats Ole Miss to reach tournament title game

From Wire Reports

GREENVILLE, S.C. — Coach Dawn Staley nodded her head as reserve Laeticia Amihere talked about No. 1 South Carolina's versatility.

The undefeated Gamecocks are certainly talented with two-time SEC player of the year Alyiah Boston and leading scorer Zia Cooke. They're also deep with players like Victoria Saxton and Amihere filling major roles, helping South Carolina reach the conference tournament final for the eighth time in nine seasons.

"I think our bench is a great asset to our team," said Amihere, who scored a game-high 17 points in an 80-51 win over Ole Miss in the SEC semifinals on Saturday.

Boston posted her 80th career double-double with 10 points and 11 rebounds.

Classified/Legal Deadlines: We ask that you send all artwork and information for Display Advertising at least 3 business days in advance.

Tuesday Publication: 11 am Friday
Wednesday Publication: 11 am Monday
Thursday Publication: 11 am Tuesday
Friday Publication: 11 am Wednesday
Sat./Sunday Publication: 11 am Thursday

they're hard to beat," Mississippi coach Uole McPhee-McCain said.

It was the second straight year Mississippi's tournament was ended in the semifinals by the Gamecocks.

Boston, who surpassed Sheila Foster's school career double-double mark earlier this season, broke Foster's career rebounding record of 1,427 that stood for more than four decades. Boston now has 1,432 in her four seasons.

South Carolina will look for its seventh tournament crown since 2015, along with a bit of payback since its last loss came in the final of this event a year ago to Kentucky.

South Carolina's defense, third in Division I in holding opponents to 50.9 points a game, was on full display. The Rebels made just two of their first 13 shots and had eight of their

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Friday Publication: 11 am Tuesday
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MEN

Aggies surprise Crimson Tide at home in regular season final

From Wire Reports

COLLEGE STATION, Texas — Wade Taylor took a minute to reflect on his team's journey after No. 24 Texas A&M knocked off No. 2 Alabama on Saturday to wrap up the regular season.

"We've had a bunch of ups and downs," Taylor said. "On Dec. 20 we were 6-5 and nobody would have thought we'd be in this position we're in today. This team is very resilient."

Taylor scored 28 points and the Aggies beat Alabama 67-61, making their late free throws after Crimson Tide star Brandon Miller fouled out.

"In the figurative fights they've learned not to flinch," Aggies coach Buzz Williams said.

A basket by Jahvon Quinerly cut lead to two again with a minute to go but Taylor made two free throws to tie it 63-59 with 30 seconds remaining.

Ryan Griffen missed a 3 for Alabama and the Aggies added two more throws to pad the lead. Quinerly missed a 3-pointer and A&M made two free throws with 6 seconds left to tie the victory.

It was another big win for the Aggies who downed then-No. 11 Tennessee Feb. 21. They should get a spot in the NCAA Tournament for the first time since 2018, which will be their first since Williams took over.

Texas A&M's 15 conference wins

the failure to publish an ad for a typographical error or error in publication. Adjustments for errors is limited to the cost of the portion of the ad wherein the error occurred. The advertiser agrees that the publisher shall not be liable for the damages arising out of errors in advertisements beyond the amount paid for the space actually occupied by that portion of the advertisement in which the error occurred. Whether such error is due to negligence of the publisher's employees or otherwise and there shall be no liability for non-insertion of any advertisement beyond the amount paid for such advertisement. Display ads are not guaranteed position. All advertising is subject to approval. Right is reserved to edit, reject, cancel, or classify ads under the appropriate classification. All legal matters must be sent as a text document so they can be copied just as they are sent. Classified/Legal clerk will not be responsible for typing legal documents, removing any errors in publication from the responsibility of Starkville Daily News.

MOVING? PACKING? PAINTING? GARDENING?

PAPER BUNDLES...\$5
END ROLLS.....\$10
3 WOOD PALLETS...\$10

Come by today.
304 East Lampkin St.

HIRING?

Place your job ad where tens of thousands of candidates will see it in the classified!

323-1642

36 Help Wanted

26TH SECTION MB Church
5480 Old West Point Rd
Starkville, MS 39759
is looking for a pianist.
For more information, please call one of the following numbers: 662-323-6098, 662-722-0231, or 662-312-4145.

78 Special Notices

IF ANYONE IS missing a cow and call off Rock Hill Rd please contact me at 662-295-1344 and describe them. They showed up January 6, 2023 in my pasture.

102 Lawn Services

LAWN CARE, GRASS cutting, Pressure Washing, Spring clean up junk removal some or it all. father and son crew completely insured residential and commercial call or text 662-722-1291 free estimates

300 Legals

IN THE CHANCERY COURT OF OKTIBBEHA COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF BILLY CLAUD BREAZEALE, DECEASED
CAUSE NO. 2022-018-RPF

SUMMONS

THE STATE OF MISSISSIPPI TO: UNKNOWN HEIRS, EX-EDITORS, ADMINISTRATORS, DEVISEES, LEGATEES, OR FUTURE BENEFICIARIES OF BILLY CLAUD BREAZEALE, DECEASED AND ANY AND ALL PERSONS CLAIMING TO BE AN HEIR AT LAW OF BILLY CLAUD

300 Legals

BREAZEALE, DECEASED

Any and all persons or parties who are interested in or claim any right, title, or interest in the estate of Billy Claud Breazeale, deceased, in his estate including, but not limited to, the unknown heirs-at-law of Billy Claud Breazeale, or they be living and not to be found therein after diligent search and inquiry and whose places of residence, post office, and street and house addresses are unknown after diligent search and inquiry to ascertain the same, and I filed, truly unknown devisees, associations, administrators, or legal representatives are not to be found after diligent search and inquiry, and whose places of residence, post office and street and house addresses are unknown after diligent search and inquiry to ascertain the same. You have been made defendants in the lawsuit filed in the court by Michael Breazeale, Administrator of the Estate of Billy Claud Breazeale, deceased, to establish the heirs-at-law of Billy Claud Breazeale.

300 Legals

TO: FOUND IN THIS COUNTY, to be and appear in the Honorable Rodney P. Fower of the Chancery Court of Oktibbeha County, Mississippi, at a court to be held at the Oktibbeha County Courthouse, Starkville, Mississippi on the 10th day of April, 2023, at 9:00 o'clock A.M., then and there to show cause, if any they can, why they should not be bound by the order of the court in the premises, and have them and there the writ, with an endorsement thereon to

300 Legals

the manner in which you shall have served.

YOU ARE SUMMONED TO APPEAR and defend against the Motion filed against you in this action on the day and date and first set forth hereinafter before the Honorable Rodney P. Fower in the Chancery Court of Oktibbeha County, Mississippi, at Starkville, Mississippi; and in case

300 Legals

of your failure to appear and defend, a judgment will be entered against you for the relief demanded in the Motion. You are not required to file answer or other pleadings, but you may do so if you desire.

WITNESS my hand and seal of said Court at Starkville, Mississippi, this 2nd day of March, 2023.

SHARON LIVINGSTON
OKTIBBEHA CHANCERY CLERK
By: /s/ SHARON LIVINGSTON

SEAL

Published: March 5, 12, 19, 2023

300 Legals

Two public hearings will be conducted by the City of Starkville Board of Aldermen to consider updates to the Unified Development Code. The amendments to the Unified Development Code include but are not limited to: adding damage to public infrastructure during construction as a nuisance violation. The section affected by this update includes but may not be limited to Section 16.

There will be a total of two public hearings held by the Board of Aldermen. The Board of Aldermen will hold the first public hearing on

POLITICAL ANNOUNCEMENT

2023 PRIMARY: AUG. 8 | GENERAL: NOV. 7

Full Political Announcements

This newspaper is authorized to list the following candidates for:

TAX ASSESSOR & COLLECTOR
John P. Montgomery
Full Political

300 Legals

March 21, 2023, and the second public hearing and possible consideration on April 4, 2023. Both hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi.

As the public hearings, interested parties may appear and be heard. A digital version of the draft will be made available on the City's website: www.cityofstarkville.org. A printed copy may be reviewed in the Community Development Department by the public at City Hall during normal business hours.

For more information, please contact Daniel Havelin, City Planner, or Lyle McCreedy, Assistant City Planner.

Published: March 5 and 12, 2023

YARD OR GARAGE SALE?

Let everyone know what's in the classified!

323-1642

BUSINESS DIRECTORY

CJ's Roofing and Home Remodeling

- Roofing (shingles/metal)
- Roof repairs
- Foundation repair
- House leveling
- Decks
- Over 20 years of experience
- Residential and Commercial

James Blaker
662-397-0800 • 205-570-1229

YOUR AD HERE.

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Mike Latham's BODY SHOP

- Custom Paint & Body Work
- Insurance Claims Handled
- Auto Glass Installation
- Foreign & Domestic
- Free Estimates

323-7007

13254 MS Hwy. 182
Clayton Village Exit
Starkville, MS 39759

HOSFORD LAW FIRM, PLLC

JEFFREY J. HOSFORD
ATTORNEY AT LAW

115-A SOUTH LAFAYETTE
STARKVILLE, MS 39759
(O) 662-323-0844
(Fax) 662-323-5560
jeffhosford@gmail.com

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Residential and commercial repairs, no job too small

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Licensed - Bonded - Insured

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323-1642

HIGH SCHOOL BASEBALL

Jackets defeat Wolverines

For Starkville Daily News

MABEN - The Starkville Yellow Jackets bounced back from their first baseball loss of the season Friday night to defeat area opponent East Webster 16-7 on Saturday afternoon.

Starkville was able to withstand a strong offensive effort out of the home standing Wolverines to pick up the victory and improved to 6-1 this season.

East Webster got things moving in the first inning as Carson Norwood drove in two runs with single.

The Jackets pulled away for good with seven runs in the third inning. An error scored one run for Starkville, Parker Simpson singled on a 2-2 count, scoring one run, Ethan Pulliam doubled on a 0-1 count, scoring three runs, Brennan Wright drew a walk, scoring one run, and Kaleb Warnock threw a wild pitch allowing one run across the plate.

Jonas Coleman earned the win for the Jackets. He surrendered six runs on four hits over four innings, striking out four. Larkin Perry threw three innings in relief out of the bullpen.

Cade Morrow took the loss for the Wolverines.

Morrow lasted one inning, allowing zero hits and one run.

Starkville had 12 hits with Kieran Coleman getting two doubles and a single, Simpson had a double and two singles and Wright added a pair of singles. Pulliam's double was the only other extra base hit for the Jackets.

East Webster launched one home run for the day. Briceton Johnson went for the long ball in the fifth inning. It was one of seven hits for the Wolverines. Morrow and Norwood each managed multiple hits for East Webster.

The Jackets are now headed to Biloxi to play three games in three days beginning against Columbia Academy on Monday.

Friday's Game
New Hope 9, Starkville 5

NEW HOPE - The Starkville Yellow Jackets suffered their first loss of the season by dropping a four-run decision to the rival Trojans.

Wright had two hits for the Jackets.

BASEBALL

From page 1B

homers in a game for the Bulldogs since Brent Rooker did it in 2017 and he became the first freshman to ever accomplish the feat.

"He's very talented," Lemonis said of Highfill. "He's had some big hits, but I was really pleased with the way he caught (Saturday). He's getting better every night behind the dish. He's got special tools back there, but he's still learning and working every day. He was a big piece (Saturday)."

State's offense came alive on the offensive side in game three as the Bulldogs went from struggling to find the big hit to rolling. The team finished with 11 hits, four home runs, two doubles and eight walks in the game. Bryce Chance went 2-for-3 with two RBI and the captain Luke Hancock was 2-for-4 with four RBI and a double.

Hancock put State on top in that sixth inning when he broke the tie with a three-run double to make it 7-4.

Graham Yntema started the game and threw 5.1 innings with three hits, three runs (one earned), three walks and five strikeouts. After giving up a run in the first inning on a hit and two walks, Yntema settled in nicely in the middle innings and finished with five strikeouts. Tyler Davis got the win despite giving up a three-run double to lose the lead in the

sixth. He threw 1.1 innings, gave up a hit, two walks and got a strikeout.

KC Hunt closed out the game with a perfect ninth inning striking out two and leaving a runner he inherited stranded.

The 4-0 week for the Bulldogs was exactly what the program needed after a shaky start to the year. MSU has won five straight for the first time since April 30-May 8 of 2021. Getting to 11-5 gives the Bulldogs some momentum as Southeastern Conference play looms, but they have to keep the foot on the pedal.

It will be a challenging week ahead. State travels to Biloxi for a two-game slate beginning on Tuesday against a Nicholls team that entered today looking for a series sweep over a ULM team that has already beaten MSU this year. Nicholls also has a series win over Memphis and took a game from Louisiana Tech on the way to an 11-6 start.

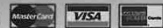
Louisiana (9-5) follows with series wins over Rice and BYU so far. The Bulldogs will play Nicholls on Tuesday at MGM Park in Biloxi at 6 p.m. and Louisiana Wednesday at 5 p.m. That precedes the SEC's opening weekend in Lexington, Ky. against the Kentucky Wildcats.

"We're gonna have to have everybody chip in," Lemonis said of the week ahead. "We play two good opponents during the week. They're both playing well. We take it game by game and see what we've got. Just try to maximize our staff."

GOLDEN TRIANGLE
CLASSIFIED MARKETPLACE

304 Lampkin Street • Starkville, MS 39760 • phone: 662.323.1642 • email: wil@starkvilledailynews.com

Office Hours: Monday through Friday 8:00AM - 5:00 PM • www.starkvilledailynews.com



Classified / Legals Deadlines:
To ask that you send all classified / legal advertisements at least 2 business days in advance.

Monday Publication: 11 am Friday
Tuesday Publication: 11 am Monday
Wednesday Publication: 11 am Tuesday
Thursday Publication: 11 am Wednesday
Friday Publication: 11 am Thursday

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Thursday Publication: 11 am Monday
Friday Publication: 11 am Tuesday
Sat. / Sunday Publication: 11 am Tuesday

Publication Policy Errors & Omissions: Advertisers should check their ad the first day. The Starkville Daily News will not be liable for the failure to publish an ad for a typographical error or errors in publication. Adjustments for errors are limited to the cost of the portion of the ad wherein the error occurred. The advertiser agrees that the publisher shall not be liable for the damages arising out of errors in advertisements beyond the amount paid for the space actually occupied by that portion of the advertisement in which the error occurred, whether such error is due to negligence of the publisher's employees or otherwise and there shall be no liability for non-insertion of any advertisement beyond the amount paid for such advertisement. Display ads are not guaranteed position. All advertising is subject to approval. Right is reserved to edit, reject, cancel, or classify ads under the appropriate classification. All legals must be sent as a text document so they can be copied just as they are sent. Classified/Legal clerk will not be responsible for typing legal documents, removing any errors in publication from the responsibility of Starkville Daily News.

MOVING?
PACKING?
PAINTING?
GARDENING?

PAPER BUNDLES\$5

END ROLLS\$10

3 WOOD PALLET'S\$10

Come by today.
304 East Lampkin St.13 Garage
Sales

STATE/GARAGE
A/E Timber Cove Sub-
division. March 11 and
2, 8 am to 3 pm. 117
hardrock Dr.

36 Help
Wanted

SEEKING PRESSMAN
STARKVILLE
DAILY NEWS
is seeking an

78 Special
Notices

IF ANYONE IS missing a cow and calf off Rock Hill Rd please contact me at 662-295-1344 and describe them. They showed up January 6, 2023 in my pasture.

102 Lawn
Services

LAWN CARE, GRASS cutting, Pressure Washing, Spring clean up junk removal some or it all father and son crew completely insured residential and commercial call or text 662-722-1291 free estimates

300 Legals

HVAC & Weatherization
Contractors

1. Liability Insurance
2. Worker's Compensation
3. Pollution Liability
4. Certified Renovator
5. OSHA 30 Certification
6. CPR Certification & First Aid
7. Contractors Warranty
8. Contractual Agreement with Contractors setting out terms and conditions of their work, and agreement to follow the Mississippi Field Guide Standard Work Specifications.
10. Attend 40 Hour Site Built Home training & 40 Hour Mobile Home training
11. BPI Certifications
12. Licenses

300 Legals

DEGREES 22 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 155 FEET TO AN IRON PIN SET; THENCE SOUTH 64 DEGREES 32 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 195.70 FEET TO AN IRON PIN SET; THENCE SOUTH 46 DEGREES 23 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 102.80 FEET TO AN IRON PIN SET; THENCE SOUTH 69 DEGREES 19 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 108.00 FEET TO AN IRON PIN SET; THENCE SOUTH 65 DEGREES 40 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 204.30 FEET TO AN IRON PIN SET; THENCE SOUTH 38 DEGREES 25 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 227.20 FEET TO AN IRON PIN SET; THENCE SOUTH 66 DEGREES 38 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 117.10 FEET TO AN IRON PIN SET; THENCE SOUTH 02 DEGREES 38 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 218.90 FEET TO AN IRON PIN SET; THENCE SOUTH 17 DEGREES 04 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 103.30 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 30 OF ROSSDALE SUBDIVISION NUMBER 1; THENCE ALONG THE NORTH BOUNDARY LINE OF ROSSDALE SUBDIVISION NUMBER 1 FOR THE FOLLOWING CALLS: THENCE SOUTH 18 DEGREES 50 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 191.87 FEET TO AN IRON PIN FOUND; THENCE SOUTH 88 DEGREES 42 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 27.58 FEET TO AN IRON PIN FOUND; THENCE SOUTH 88 DEGREES 42 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 295.13 FEET TO AN

300 Legals

stone and any specific conditions shall be forwarded to the Mayor and Board of Aldermen for their binding decision at the 3rd public hearing for the requests to be held simultaneously at the City of Starkville, City Hall Courthouse, 110 West Main Street, on Tuesday, April 4, 2023, at 5:00 PM. You may appear and be heard at all public hearings.

Daniel Havenin, City Planner
Lyle McCaskey, Assistant City Planner

Published: March 12, 2023

IN THE CHANCERY COURT OF
OKTIBBEHA COUNTY,
MISSISSIPPI

IN THE MATTER OF THE ESTATE OF BILLY CLAUD BREAZELLE, DECEASED
CAUSE NO. 2022-0415-HFF

SUMMONS

THE STATE OF MISSISSIPPI

TO: UNKNOWN HEIRS, EXECUTORS, ADMINISTRATORS, DEVISEES, LEGATEES, OR STATUTORY BENEFICIARIES OF BILLY CLAUD BREAZELLE, DECEASED AND ANY AND ALL PERSONS CLAIMING TO BE AN HEIR AT LAW OF BILLY CLAUD BREAZELLE, DECEASED

Any and all persons or parties who are interested in or claim any right, title, or interest as heirs of Billy Claud Breazelle, deceased, in his estate including, but not limited to, the unknown heirs-at-law of Billy Claud Breazelle, if they be living and not to be found therein after diligent search and inquiry and whose places of residence, post office, and street and house addresses are unknown after diligent search and inquiry to ascer-

300 Legals

tain the same, and if dead, their unknown devisees, executors, administrators, or legal representatives are not to be found after diligent search and inquiry, and whose places of residence, post office and street and house addresses are unknown after diligent search and inquiry to ascertain the same. You have been made defendants in the lawsuit filed in the court by Michael Breazelle, Administrator of the Estate of Billy Claud Breazelle, deceased, to establish the heirs-at-law of Billy Claud Breazelle.

IF TO FOUND IN THIS COUNTY, to be and appear before the Honorable Rodney P. Faver in the Chancery Court of Oktibbeha County, Mississippi, at a court to be held at the Oktibbeha County Courthouse, Starkville, Mississippi on the 10th day of April, 2023, at 9:00 o'clock A.M., then and there to show cause, if any they can why Michael Breazelle should not be declared to be the sole and only heirs-at-law of Billy Claud Breazelle, deceased, according to law, and further to do and suffer such things as shall be considered and ordered by the court aforesaid in the premises, and have then and there this writ, with an endorsement thereon to the manner in which you shall have served.

YOU ARE SUMMONED TO APPEAR and defend against the Motion filed against you in this action on the day and date and time as set forth hereinabove before the Honorable Rodney P. Faver in the Chancery Court of Oktibbeha County, Mississippi, at Starkville, Mississippi, and in case of your failure to appear and defend, a judgment will be entered against you for the relief demanded in the Motion. You are not re-

POLITICAL ANNOUNCEMENT

2023 PRIMARY: AUG. 8 | GENERAL: NOV. 7
Paid Political Announcements

This newspaper is authorized to list the following candidates for:

TAX ASSESSOR & COLLECTOR
John P. Montgomery
Paid Political

300 Legals

quired to file answer or other pleadings, but you may do so if you desire.

WITNESS my hand and seal of said Court at Starkville, Mississippi, this 2nd day of March, 2023.

SHARON LIVINGSTON
OKTIBBEHA CHANCERY CLERK

By: /s/ SHARONLIVINGSTON
SEAL

Published: March 5, 12, 19, 2023

Two public hearings will be conducted by the City of Starkville Board of Aldermen to consider updates to the Unified Development Code. The amendments to the Unified Development Code include but are not limited to: adding damage to public infrastructure during construction as a nuisance violation. The section affected by this update includes but may not be limited to Section 16.

300 Legals

There will be a total of two public hearings held by the Board of Aldermen. The Board of Aldermen will hold the first public hearing on March 21, 2023, and the second public hearing and possible consideration on April 4, 2023. Both hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi.

At the public hearings, interested parties may appear and be heard. A digital version of the draft will be made available on the City's website www.cityofstarkville.org. A printed copy may be reviewed in the Community Development Department by the public at City Hall during normal business hours.

For more information, please contact Daniel Havenin, City Planner, or Lyle McCaskey, Assistant City Planner.

Published: March 5 and 12, 2023

16.11 Public Right-of-Way Protection

Violations of the regulations of this section relating to damages to public infrastructure are hereby declared to be and constitute a nuisance.

16.11.1 Damage to Public Infrastructure.

All pavements (including base, subbase, and/or subgrade), sidewalks, curb & gutters, or above-ground infrastructure including but not limited to drainage inlets, ADA ramps, public trash receptacles, utility poles, manholes, water taps, landscaping, irrigation and/or any other publicly maintained infrastructure, shall be protected from:

- A. Any corrosive or other substance which may disintegrate or injure such infrastructure not including salt or salt mixtures placed thereon to melt snow or ice.
- B. Any object placed or dropped thereon of such weight or other characteristic as to crack, break or disturb such infrastructure not including ordinary wear and tear from vehicular traffic.
- C. Any concrete, plaster or other material likely to adhere to the pavement.
- D. Any concrete, asphalt, or other debris that enters manholes, drainage inlets, or other structures.
- E. Any damages from any type of equipment that cause scarring, cutting, breaking, or other disturbance.
- F. Any repetitive damage caused by construction related traffic and equipment, delivery vehicles, or other vehicles, whether intermittent or perpetual.

16.11.2 Penalties for Violation

If in the opinion of the City Staff infrastructure in the public right-of-way has been negligently or intentionally damaged, he or she may act to identify the entity responsible for such damage. City Staff may then issue a written notice requiring the responsible entity to repair and restore the public right-of-way to the satisfaction of City Staff. Once the responsible entity has been notified to repair the public right-of-way, the responsible entity shall undertake to make and complete the repairs within thirty (30) days. Said notice shall further advise that, should the violator fail to make all repairs to the satisfaction of the City Staff within the established deadline, the work shall be done by a designated governmental agency or a contractor and the expense thereof and a civil penalty as determined by the Municipal Judge shall be charged to the violator. In addition, the City may issue stop work orders on any contractor or owner that fails to remediate said violations and reserves the right to pursue any and all additional remedies allowed by law.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: March 21, 2023
PAGE: 1

SUBJECT: Consideration of calling for public hearings to adopt an ordinance to allow for tax abatements in the City of Starkville Central Business District and in recognized historic districts.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This is a newly proposed ordinance that will take into consideration the investment and improvements being considered for the Central Business District and historic districts.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Sistrunk

FOR MORE INFORMATION CONTACT: Alderman Sistrunk @ 662-418-4574

SUGGESTED MOTION:

Move approval calling for public hearings to adopt a tax abatement ordinance for the Central Business District and the designated Historic Districts in the City of Starkville.

ORDINANCE 2023- _____

AN ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI ESTABLISHING A TAX ABATEMENT PROGRAM FOR THE RENOVATION OR CONSTRUCTION OF REAL PROPERTIES LOCATED IN A CENTRAL BUSINESS DISTRICT OR HISTORIC PRESERVATION DISTRICT

WHEREAS Section 17-21-5 of the Mississippi code of 1972 grants “municipalities the authority to exempt from any or all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, or a period of not more than seven (7) years, any privately owned new structures and renovations to existing structures lying within a central business district or historic preservation district....” and Section 27-31-31 grants authority for “exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures or improvements to or renovations of existing structures located in the designated central business district of the municipality, for a period of not more than ten (10) years....”, and

WHEREAS, the City of Starkville recognizes the potential of increased property tax revenue and other revenues from the economic activity and investment spurred by a tax abatement: and

WHEREAS, it is the policy of the City of Starkville to promote the revitalization and economic prosperity of areas zoned for general commercial purposes or recognized as a historic district, and

WHEREAS, the City of Starkville proposes to promote revitalization and economic prosperity by utilizing the tax abatement enabling legislation described in Mississippi Code Sections 17-21-5 and 27-31-31; and

WHEREAS, the City of Starkville proposes to utilize the tax abatement legislation by establishing a process for granting tax abatements for projects meeting the criteria set forth hereinafter.

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

SECTION ONE: The mayor and board of aldermen hereby find that areas zoned in the Universal Development Code as commercial (C), commercial neighborhood (CN), commercial rural (CR), multi-dwelling units (MDU-20 or MDU-9), optional commercial development (O-C), planned unit development (PUD), form-based districts (T-4, T-5C, T-5D, and T-5U) according to the city's zoning map, as it may be amended from time to time, are the areas within the city in which commercial or mercantile activity is or has traditionally occurred and will continue to occur hereafter. Therefore, the areas in the Universal Development Code zoned commercial (C), commercial neighborhood (CN), commercial rural (CR), multi-dwelling units (MDU-20 or MDU-9), optional commercial development (O-C), planned unit development (PUD), form-based

districts (T-4, T-5C, T-5D, and T-5U), are hereby designated and established as the central business district of the city.

SECTION TWO: The mayor and board of aldermen hereby find that areas established as landmarks, landmark sites, and historic districts following the criteria as specified in article 3.15 of the Uniform Development Code or any property designated under a previous city ordinance are hereby designated and established as historic preservation districts.

SECTION THREE: Whether to grant an exemption under MCA 1972, §§ 17-21-5 or 27-31-31, as well as the determination of the duration and amount of any such exemption, shall be determined by the mayor and board of aldermen on a case by case basis. This determination may take into consideration the nature of the use proposed for the structure; the location of the improvement; the potential for the generation of tax revenues from the property other than ad valorem taxes assessed against the improvement; the need for economic development or redevelopment in the specific area; the total monetary value of the project under consideration; aesthetic and/or historical value of the improvement or renovation; or any other factor specific to the property being improved. The adoption of the ordinance from which this article is derived shall not be construed as a guarantee of an exemption or the grant to any person or entity of a property right in an exemption.

SECTION FOUR: No exemption shall be granted except upon written application submitted to the City of Starkville Community Development Department and upon the adoption of a board order by the Board of Aldermen. A minimum investment of 50% of the current appraised building value by the Oktibbeha County Tax Assessor or \$500,000, whichever is greater, is required for consideration of a tax abatement. Twenty percent (20%) of the minimum investment must be spent on public facing improvements including but not limited to façade, parking, and landscaping. Only properties that follow normal procedures in submitting site plans as required, filing an application for a Certificate of Appropriateness (COA) if necessary, and filing an application for any necessary building permit or other permits shall be considered. Projects submitted 6 months or more after substantial completion are not eligible for consideration.

§ 17-21-5. Exemption from municipal ad valorem tax for certain structures in central business districts, historic preservation districts, business improvement districts, urban renewal districts, redevelopment districts, or on historic landmarks; application for exemption.

(1) The governing authorities of any municipality of this state may, in their discretion, exempt from any or all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, any privately owned new structures and any new renovations of and improvements to existing structures lying within a designated central business district or historic preservation district or on a historic landmark site, as determined by the municipality, but only in the event such structures shall have been constructed, renovated or improved pursuant to the requirements of an approved project of the municipality for the development of the central business district and/or the preservation and revitalization of historic landmark sites or historic preservation districts. The tax exemption authorized herein may be granted only after written application has been made to the governing authorities of the municipality by any person, firm or corporation claiming the exemption, and an order passed by the governing authorities of such municipality finding that the construction, renovation or improvement of said property is for the promotion of business, commerce or industry in the designated central business district or for the promotion of historic preservation.

(2) The governing authorities of any municipality of this state with a population of twenty thousand (20,000) or more according to the latest federal decennial census, may, in their discretion, exempt from any or all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, any privately owned new structures and any new renovations of and improvements to existing structures lying within a designated business improvement district, urban renewal district or redevelopment district, as determined by the municipality, but only in the event such structures shall have been constructed, renovated or improved pursuant to the requirements of an approved project of the municipality for the development of the business improvement district, urban renewal district or redevelopment district. The tax exemption authorized herein may be granted only after written application has been made to the governing authorities of the municipality by any person, firm or corporation claiming the exemption, and an order passed by the governing authorities of such municipality finding that the construction, renovation or improvement of said property is for the promotion of business, commerce or industry in the designated business improvement district, urban renewal district or redevelopment district.

§ 27-31-31. Structures within central business district of municipality.

(1) The governing authorities of any municipality are authorized, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures or improvements to or renovations of existing structures located in the designated central business district of the municipality, for a period of not more than ten (10) years from the date of the completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted.

(2) The governing authorities of any municipality are authorized, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes,

for improvement to or renovation of municipally designated residential renewal districts, for a period of not more than ten (10) years from the date of the completion of the improvement to or renovation of the designated residential renewal district for which the exemption is granted.

(3) Any person, firm or corporation desiring to obtain the exemption authorized in this section shall first file a written application therefor with the governing authorities of the municipality, providing full information about the property for which the exemption is requested, including the true value of all such property, and the date from which the exemption is to begin. Any application for an exemption under this section must be made within twelve (12) months from the date of the completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is requested. The governing authorities of the municipality may, by order spread on their minutes, approve such application for all or any part of the property for which the exemption is requested and for all or any part of the authorized period of exemption. The order shall specify the property to be exempted and the dates when such exemption begins and expires. The municipal clerk shall record the application and the order approving the same in a book kept in his office for that purpose, and shall file one (1) copy of the application and the order with the Chairman of the Department of Revenue.

(4) Any exemption granted under this section shall be in lieu of ad valorem tax exemptions authorized under any other provision of law.

POLICY:

Upon receipt of an application for *ad valorem* tax exemption, the City of Starkville Community Development Department shall immediately forward the application with all attachments to the mayor's office. Prior to submitting any application for tax exemption to the Board of Aldermen, a committee consisting of the mayor, chief operations officer, city planner, chief financial officer, and others as appropriate, shall evaluate all applications and make recommendations thereon. In addition to the considerations outlined in the ordinance, the committee shall take into consideration the following factors:

- a) Compatibility with surrounding areas,
- b) The incorporation of multi-use buildings allowing for both retail services and residential opportunities, especially for housing in areas subject to the downtown development district tax,
- c) Project aesthetics that contribute to a sense of place,
- d) The likelihood of the project occurring without an *ad valorem* tax exemption,
- e) The relative merits of tax exemption versus other city investments, e.g., tax increment financing (TIF),
- f) Any market and feasibility analyses submitted by the applicant,
- g) The project's impact on the local economy,
- h) The number of permanent jobs created and retained post construction, and wage rates for the jobs created by the project,
- i) Hiring policies of the applicant, with preference being given to projects with a policy of hiring local employees and vendors,
- j) Projections of new tax revenue generated by the project and supporting data for estimates of sales tax, gaming tax, and property tax expected to be generated by the project.
- k) The likely true value and assessed value of the project based on consultation with the tax assessor,
- l) Current market saturation for like businesses and the impact of the project on other existing businesses of like nature, and
- m) Clawback provisions if the project fails to create projected jobs or projected economic impact by the end of the abatement period.

Preference will be given to projects that have been submitted prior to the start of construction.

After evaluating each application, the mayor shall recommend to the Board of Aldermen to approve or deny the request and, if to approve, the number of years and percentage of the total tax increase to be exempted.

Links to sample applications:

<https://biloxi.ms.us/wp-content/uploads/2016/03/TaxExemptionApplication1.pdf>

<https://oceansprings-ms.gov/wp-content/uploads/2020/06/Tax-Abatement-Application.pdf>

https://diamondhead.ms.gov/sites/default/files/fileattachments/economic_development/page/5241/hancock-county-commercial-development-incentive-program-document.pdf

https://www.vicksburg.org/sites/default/files/fileattachments/building_and_inspection/page/2801/tax_abatement_application_for_redevelopment_district_2022.pdf

https://www.vicksburg.org/sites/default/files/fileattachments/building_and_inspection/page/2801/tax_abatement_application_for_central_business_historic_district_2022.pdf

https://www.poplarvillems.gov/sites/default/files/fileattachments/city_hall/page/3558/application_for_tax_abatement_building_improvements.pdf

<https://www.cdfms.org/media/qhupfs0q/ad-valorem-tax-exemptions.pdf> (note: county application for lee county)

<https://www.baldwynliving.com/media/1466/baldwyn-main-street-chamber-tax-abatement.pdf>

<https://www.mainstreetgreenwood.com/property-tax-abatement> (greenwood instructions)

<https://static1.squarespace.com/static/5c4740203917ee46230fcdb5/t/5c638890b208fc4bf654c7f8/1550026896369/Tax+Abatement+Application.pdf> (greenwood application)

PUBLIC HEARING
CITY OF STARKVILLE

NOTICE OF A PUBLIC HEARING TO ADOPT AN ORDINANCE
TO ALLOW FOR TAX ABATEMENTS IN THE CITY OF
STARKVILLE CENTRAL BUSINESS DISTRICT AND IN
RECOGNIZED HISTORIC DISTRICTS

The City of Starkville will hold public hearings on a newly proposed ordinance that will take into consideration the investment and improvements being considered for the Central Business District and historic districts. on **Tuesday, April 4, 2023 and Tuesday, April 18, 2023 at 5:30 PM at the Municipal Court Room of City Hall at 110 West Main Street.**

The proposed Ordinance can be found on the City of Starkville website, www.cityofstarkville.org under the March 21, April 4 and April 18 Board Agenda electronic packets.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: April 4, 2023
PAGE: 1

SUBJECT: Consideration of calling for a public hearing to amend the sanitation ordinance to reflect operations and management of non account holders for services rendered

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 662-648-9706

SUGGESTED MOTION:

Move approval calling for public hearings to amend the sanitation ordinance to address non-account holders and requirements for service and to reflect current operations.

8 - Health And Sanitation

8.1 - Solid Waste

8.1 - Solid Waste

8.1.01 - Property Maintenance

8.1.02 - Collection Required; Collection Contractor

8.1.03 - Containers

8.1.04 - Points Of Collection

8.1.05 - Frequency Of Collection

8.1.06 - Container Pad Requirements

8.1.07 - Prohibited Acts

8.1.08 - Collection Regulations

8.1.09 - Maintenance And Protection Of Containers

8.1.10 - Transportation Of Solid Waste

8.1.11 - Certain Wastes Unsuitable For Collection

8.1.12 - Unlawful Accumulation And Placement Of Solid Waste

8.1.13 - Establishment Of Rates, Deposits, Fines And Penalties

8.1.14 - Responsibility Of Payment Of Charges

8.1.15 - Location And Screening Of Solid Waste Containers

8.1 - Definitions

8.1.01 - Property Maintenance

All residential customers, property owners and all business, commercial or industrial establishments within the city shall be responsible for picking up and placing in containers, any and all solid waste which may accumulate on the premises of such customers, property owners or establishments.

- A. **Accumulations of metal cans.** No person shall at any time permit metal cans to accumulate on his premises. No cans shall be placed in the city sponsored containers unless they are free from putrid substances. The city or its contractor will at regular intervals remove the cans from sponsored or designated pickup sites and dispose of them in a proper manner. **Whenever possible, the city will pick up cans through its curbside recycling program.**
- B. **Accumulations of newspapers.** No person shall at any time permit newspapers or similar newsprint products to accumulate on his/her premises. The sanitation division or its contractor shall provide metal containers at suitable locations around the city for the collection of newsprint materials. **Whenever possible, the city will pick up newspapers through its curbside recycling program.**
- C. **Accumulations of paper boxes or similar containers.** Any person operating a business establishment within the city where paper or cardboard boxes or other paper or fiber containers are used shall not permit the boxes to accumulate on the premises and shall contract as appropriate for their removal from the premises of the business establishment.
- D. **Accumulations of refuse; noxious vegetation; unlawful dumping.** The existence of excessive accumulation or untended growth of weeds, undergrowth or other dead, or living plant life; or stagnant water, rubbish, garbage, refuse,

debris, trash, including but not limited to household furnishings, and all other objectionable, unsightly or unsanitary matter upon any lot, tract, parcel of land, or the streets adjacent to the land, within the city be it uncovered or under open shelter, to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or adversely affect and impair the economic welfare of adjacent property, or any other objectionable, unsightly substance or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives and/or welfare of the citizens of the city, is hereby prohibited and declared to be a public nuisance and unlawful.

It shall be unlawful for any person to cause or permit junk, scrap metal, scrap lumber, wastepaper products, discarded building materials, or any abandoned parts, machinery or machinery parts, garbage, trash or other waste materials to be in or upon any yard, garden, lawn, outbuildings or premises owned, rented, leased or otherwise occupied by him/her in the city unless in connection with a business enterprise lawfully situated and licensed for the same.

It shall be unlawful for the owners or occupants of any land or premises in the city to permit the excessive growth of weeds and other noxious plants on the land.

It shall be unlawful for any person to cause or permit dumping of refuse, waste, trash or garbage on abandoned or vacant property anywhere in the city unless the site has been posted by the city as an approved dump site.

- E. **Correction of violations.** The city shall have the power to enter upon private property, at reasonable times with probable cause, to investigate conditions relating to provisions of this article. Whenever, in the opinion of the sanitation and environmental services department head or the building code or code enforcement official, the owner or occupant of any property in the city has violated any of the provisions of this section, the aforementioned authorities, via the code enforcement officer, shall give seven calendar days' notice in writing to the owner, if his address can be ascertained by reasonable diligence, and, if not, by posting it in a conspicuous place on the property, requiring the owner or occupant to remove immediately or prevent the offending condition described in the notice. On failure of the owner or occupant to do so within the seven-day period, he shall be in violation of this section and subject to the penalties provided through a Bard of Aldermen approved fee and fine schedule and the city may also correct the offending condition at the owner's or occupant's expense and in accordance with the applicable MS Code § 21-19-11. If the accumulation of refuse is such that it creates an immediate hazard and nuisance to the public and exists in the public right of way adjacent to such property then the city may remove, invoice and collect from the property owner for services rendered under MS Code §21-19-2 (3).

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.02 - Collection Required; Collection Contractor

- A. The city shall collect, or cause to be collected through issuance of a negotiated contract, all solid waste and recyclable materials (as market conditions allow) at regular intervals to be determined by the city. All solid waste in the business section of the city shall be collected and disposed of at regular intervals. All solid waste associated with vacant properties not establishing an account with Starkville Utilities whether residential or business will be responsible for the pickup and disposal of all waste generated or associated with such property. The owner or operator of each business establishment shall be required to pay the expenses of collecting and disposing of that solid waste. All residents, occupants or owners of residential premises in the city shall be required to have accumulations of solid waste removed and disposed of by the city or its contractor. The owner or operator of each business establishment shall be required to dispose of all solid waste at regular intervals whether by the city through Starkville Sanitation and Environmental Services (SES) through an account with Starkville Utilities for such service or an independent contractor for hire engaged by the business owner or operator. After due notice and continued non-compliance, the SES will pick up rubbish and issue an invoice to the property owner of record in accordance with MS Code §21-19-2 (3).
- B. No contractor shall collect or convey over any of the streets or alleys of the city or dispose of any refuse accumulated in the city without a privilege license issued by the city. This subsection shall not prohibit the actual producers of refuse or the owners of premises upon which refuse has accumulated from personally collecting, conveying and disposing of the refuse, provided the provisions of this Code are complied with. This subsection shall not prohibit collectors of refuse from outside the city from hauling the refuse over city streets; however, such collectors must comply with this Code and with all other laws and ordinances governing such transport.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.03 - Containers

- A. **Compaction of refuse.** Prior to depositing refuse for collection in garbage containers or commercial containers, the owner or other person depositing such refuse shall collapse all cardboard boxes and other items which can reasonably be reduced in size. Whenever possible such deposit should be made to the recycling bins available for such use.
- B. **Specifications.** Refuse containers are required as follows:
1. **Residential containers.** Each resident may be provided waterproof plastic bags of heavy mil construction by the city's sanitation division which can be safely and securely closed. The owner of real property shall be responsible for furnishing adequate refuse containers for the property. Any resident who desires to purchase an individual plastic container may

do so understanding that said container is the responsibility of the resident to obtain and maintain and shall be placed for pick-up in accordance with the requirements of section 11.1.04(E) of this article.

2. **Special residential service.** Where the occupant of a dwelling unit is handicapped or physically unable to deliver solid waste (including recyclables) to the curbside and there is no one else living at the dwelling unit who is physically able to deliver solid waste to the curbside, and these conditions are certified to the city by way of a written physician's determination provided to the sanitation and environmental services department head, an alternative location within 50 feet of the street, easily visible to the collectors, with collection limited to two containers of garbage, may be arranged at no extra cost to the resident. Such arrangement will be documented by the sanitation division personnel and kept on file for a period of five years at which time the recertification of the need for such special service shall be required using the same method previously used for such documentation.
3. **Commercial service.** All commercial garbage and trash must be placed in refuse containers on the property and not within the right-of-way of any alley or street. The refuse containers shall be accessible without entering a building or shelter of any type.
4. **Multi-unit residential.** In areas where multiple owners of real property are involved, such as a condominium or homeowner association, an individual or association shall be designated as the responsible party for maintenance, upkeep and payment of collection fees. These arrangements shall be coordinated with the sanitation and environmental services department head or a designated representative.
5. **Prohibited.** The use of crates, corrals or other similar containers constructed to hold bagged trash for collection is hereby prohibited. Trash shall not be set at curbside prior to sunset the day before the scheduled collection day or remain after sunset on the scheduled collection day. Bagged garbage shall be placed at the curb only on the scheduled collection day no earlier than 5:00 a.m. Violation of this subsection shall result in a notice by the code enforcement officer. Repeat violations shall result in fines and penalties as determined by the city and provided by order or resolution referenced herein and approved by the mayor and board of aldermen. In order to ensure collection by the city all garbage must be placed at the curb on collection day by 7:00 a.m. Any garbage that remains on the curb after sunset on the day of collection will be considered a violation and will be subject to the fines and penalties as outlined in the board approved resolution.
6. **Review.** The sanitation and environmental services department head will review this article annually and report any recommendations for consideration to the board of aldermen.

C. **Use of city-owned containers.** The city may furnish refuse containers owned by the city to all commercial establishments. It shall be the duty of the sanitation and

environmental services department head or a designated representative to regulate the placement of all city-owned refuse containers.

- D. **Prohibited commercial receptacles.** No commercial refuse shall be deposited in or collected from an open bin, trash room, oil drum, box or any other receptacle not authorized in this article.
- E. **Disposal of ashes.** Ashes shall be cooled for 24 hours before depositing the ashes in any commercial refuse container. Any establishment depositing hot ashes in any refuse container within the city which cause damage to the refuse container shall be responsible for the costs of replacing the damaged refuse container.
- F. **Maintenance.** All refuse containers shall be maintained and kept in a sanitary condition by the lessee of record with the city. Periodic treatment of the interior of a refuse container with a residual insecticide by the user may be required. Any refuse containers which fail to meet these sanitary standards are declared to be a nuisance by order of the sanitation and environmental services department head and shall be collected and replaced at a cost to the lessee as determined by the fee and fine schedule approved by the Board of Aldermen, not to exceed one time per annum.
- G. **Recycling containers.** The city or its contractor shall provide recycling containers for holding recyclable materials at specified, permanent locations throughout the city as approved by the mayor and board of aldermen or in the case of the city curbside recycling program the city shall provide individual containers as determined by the city curbside program administrator or sanitation and environmental services department head or a designated representative. Only recyclable materials shall be stored in these recycling containers, until collected in accordance with this article. To be eligible for pickup at such locations, recyclable materials must be placed into a designated recycling container. Newspapers shall be securely tied in a bundle and placed inside the recycling container. The curbside recycling program of the City of Starkville serves in addition to the designated, permanent recycling drop-off locations.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.04 - Points Of Collection

- A. **Residential service generally.** Except as otherwise provided, all residential solid waste including recycling materials to be collected shall be placed within five feet of the curb, paved surface of the roadway or closest accessible right-of-way, without impeding or blocking any portion of any sidewalks, or at such other

location agreed to by the city or its contractor that will provide safe and efficient accessibility for the collection crew and vehicle.

- B. **Special residential service.** Where the occupant of a dwelling unit is handicapped or physically unable to deliver solid waste (including recyclables) to the curbside and there is no one else living at the dwelling unit who is physically able to deliver solid waste to the curbside, and these conditions are certified to the city by way of a written physician's determination provided to the sanitation and environmental services department head, an alternative location within 50 feet of the street, easily visible to the collectors, with collection limited to two containers of garbage, may be arranged at no extra cost to the resident. Such arrangement will be documented by the sanitation division personnel and kept on file for a period of five years at which time the recertification of the need for such special service shall be required using the same method previously used for such documentation.
- C. **Commercial service.** All commercial garbage and trash must be placed in refuse containers on the property and not within the right-of-way of any alley or street. The refuse containers shall be accessible without entering a building or shelter of any type.
- D. **Multi-family unit residential.** In areas where multiple owners of real property are involved, such as a condominium or homeowner association, an individual or association shall be designated as the responsible party for maintenance, upkeep and payment of collection fees. These arrangements shall be coordinated with the sanitation and environmental services department head or a designated representative.
- E. **Prohibited.** The use of crates, corrals or other similar containers constructed to hold bagged trash for collection is hereby prohibited. Trash, recycling bags, or their respective containers shall not be set at curbside prior to sunset the day before the scheduled collection day or remain after sunset on the scheduled collection day. Bagged garbage shall be placed at the curb only on the scheduled collection day no earlier than 5:00 a.m. Violation of this subsection shall result in a notice by the code enforcement officer. Repeat violations shall result in fines and penalties as determined by the city and provided by order or resolution referenced herein and approved by the mayor and board of aldermen. In order to ensure collection by the city all garbage must be placed at the curb on collection day by 7:00 a.m. Any garbage that remains on the curb after sunset on the day of collection will be considered a violation and will be subject to the fines and penalties as outlined in the board approved resolution.
- F. **Review.** The sanitation and environmental services department head will review this article annually and report to the solid waste and recycling committee any recommendations for consideration by the board of aldermen.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.05 - Frequency Of Collection

A. Frequency of collection under this ordinance shall be as follows:

1. Domestic garbage shall be collected not less than one time per week. There shall be at least a two-day interval between collections. Exceptions will occur due to holidays and other exigent circumstances. Such exceptions shall be noticed whenever possible through the use of public service ads with the local news media, social media, and on the website of the City of Starkville.
2. Domestic waste/rubbish shall be collected at least once each week as determined by the board of aldermen and widely promulgated by the sanitation and environmental services department head.
3. Waste from commercial establishments using commercial refuse containers and plastic bags shall be collected in accordance with section 11.1.04 of this article.
4. Commercial garbage and trash shall be collected not less than one time per week and no more than six times per week.
5. Domestic garbage shall be picked up on a regular schedule that shall be determined by the board of aldermen and widely promulgated by the sanitation and environmental services department head.

B. The collector of refuse shall have the right to divide large accumulations of trash and/or rubbish for successive collections which shall be in conformance with the schedule provided by the sanitation and environmental services department head or a contract for collection as approved by the board of aldermen.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.06 - Container Pad Requirements

A. **Front-end-loaded refuse container location requirements.** No front-end-loaded refuse container shall be located within any required front or street side yard setback. No such container shall be located in any required parking space or vehicular use area, or in any required buffer yard or landscaping area. All refuse containers shall be plugged and shall utilize plastic lids.

A. **Container pads.** Front-end-loaded refuse container pad(s) shall be provided by the property or business owner for all front-end-loaded Containers and shall be constructed, as a minimum, concrete strength of 3,000 psi after 28 days of curing, eight inches thick with 10 by 10 wire

mesh, four inches thick with number four steel reinforcing bars on eight-inch centers in each direction, or as approved by the sanitation and environmental services department head who shall find that the reduction is necessary to provide property rights enjoyed by others in the same zoning district, and will not be detrimental to public health, safety, and welfare. The concrete slab should have a minimum slope of 0.5% and a maximum slope of 10.0%. A six-foot-long approach slab of identical width, thickness, and composition to the container pad shall also be constructed adjacent and of equal slope to said pad(s). Two 36-inch-high bollards, constructed of eight-inch diameter steel pipe filled with steel-reinforced concrete shall be placed 36 inches on-center apart and one-foot on-center from the rear of the enclosure.

- B. Grading and subsoil preparation.** Final grading should insure the expedient removal of surface and stormwater from the proximity of the structure. The following shall apply to subsoil preparation: Undercuts must be free of any loose or relocated soils. Excessive wet or soft areas should be removed. Install imported, clean sandy clay with a unified classification of SC or CL and a plasticity index of 10 to 25. Install imported clay in two equal lifts compacted to a minimum density of 95% to achieve a minimum finished thickness of 12 inches.
- C. Front-end-loaded refuse container screening requirements.** Front-end-loaded refuse Containers shall be opaquely screened from view from public streets and adjacent properties, to a height of at least six feet, or six inches higher than the height of the container (whichever is higher). This screening may be achieved by a masonry wall, fencing, landscaping or by virtue of the location of the container on the building site. A combination of the above methods may also be utilized. Unscreened refuse containers currently located throughout the city shall be reviewed on a case-by-case basis by the sanitation and environmental services department head to determine appropriate screening of the container. Establishments unable to comply with this requirement shall have their situation reviewed by the sanitation and environmental services department head with appeal to the board of aldermen for the determination of the ability, utility and aesthetic impact of the compliance with the current ordinance standards.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.07 - Prohibited Acts

Except as provided in this article, it shall be unlawful and a violation of this article to do any of the following:

For any contractor other than the city to collect or transport solid waste or recyclable materials for hire or remuneration of any kind without a privilege license issued by the city.

- A. For any person or contractor other than the city or its designated contractor to remove solid waste or recyclable materials from any city owned or controlled or

designated refuse bin, container, or collection location.

- B. For any person or contractor other than the city to place or cause to be placed any solid waste upon the property of another.
- C. For any person to do any act prohibited or fail to do any act required by this article or by regulations adopted pursuant to this article.
- D. For any person to withhold payment as required by this article or not otherwise conform to the solid waste fee and fine schedule. Such person shall be subject to MS Code §21-19-2 for the collection of such fees and subject to MS Code §21-19-11 for violations of the code.
- E. For any person to dump, cause to be dumped, place or cause to be placed any refuse or rubbish of any kind along the rights-of-way, sidewalks and the streets of the city except as provided for in this article.
- F. For dead animals over ten pounds to be placed for collection by the city or its contractor.
- G. For loose litter to be left at collection sites or to be placed in containers other than those authorized by the city for collection. No loose litter shall be collected from the residential containers authorized in section 11.1.03(B) of this article.
- H. For any person to sweep into or deposit in any gutter, street or other public place within the city the accumulation of litter from any building or lot, or from any public or private sidewalk or driveway.
- I. For any person to throw or deposit litter upon any street or other public place within the city or upon private property.
- J. For any person to throw or deposit litter in any fountain, pond, lake, stream or other body of water in a park or elsewhere within the city.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.08 - Collection Regulations

The mayor and board of aldermen have provided for the collection and disposal of solid waste, regulate the manner and time of such collection and disposal, establish the rates to be charged therefore, and otherwise make such rules and regulations pertaining to solid waste as may be desirable to assure the public health and welfare.

- A. Every household, commercial establishment, or industrial establishment within the city shall containerize all solid waste for disposal with the exception of garden trash and household rubbish. All large cardboard boxes should be collapsed and placed in a container for collection.
- B. All solid waste collected at, residential establishments that cannot feasibly be containerized, such as large tree trimmings shall be removed by the city by special arrangement with the rubbish division. All solid waste collected at commercial establishments that cannot feasibly be containerized shall be removed by the city only by special arrangement with the sanitation and

environmental services department. No solid waste will be removed unless the property owner has an account with SES through Starkville Utilities. Exceptions noted under 94-27 (e) for collection adjacent to city streets and creating a hazard and health related concerns.

- C. All establishments that prepare or handle food or food related products shall place the waste generated from such activities in tightly secured plastic bags prior to disposing of the waste in a refuse container.
- D. All solid waste to be collected by the city's curbside service must be placed within five feet of the traveled portion of the street and shall not block or impede travel on city sidewalks.
- E. Solid waste shall not be placed in the street, drainage ditches, gutters, or on the sidewalk.
- F. The city shall have the option of requiring solid waste containers (dumpsters) at any multi-unit residential, commercial or industrial establishments within the city. The decision to place a certain type or a certain number of a certain size container shall be based upon the type and amount of solid waste generated by said establishments as determined by the sanitation and environmental services department head. All solid waste to be removed by the city must be placed in such a container.
- G. All containers placed by the city must be easily accessible to the collection vehicle. Any person blocking or hindering access to the container shall be considered in violation of this provision of this article and subject to fines and/or other penalties as contained in the fee and fine schedule referenced herein.
- H. Any container placed by the city shall not be moved or relocated except by authorization from the sanitation and environmental services department. Solid waste to be removed by the city shall be placed for collection only in a container rented to the lessee by the city, or on property owned or controlled by the lessee. Additionally, the scavenging of solid waste from another lessee's container is prohibited and will be considered a violation of this article.
- I. All solid waste, except garden trash and tree collection in plastic bags shall be placed for collection only on the day that the user placing the solid waste is scheduled for collection as provided for in section 11.1.04(E). Any user placing for collection any such solid waste on days that solid waste is not scheduled to be collected will be considered in violation of this article.
- J. Any solid waste not placed for collection in conformance with the provisions of this article will not be removed by the city.
- K. Landscape and yard maintenance solid waste placed at curbside shall be limited to 20 cubic yards of material, during one week.
- L. Wood cuttings placed at curbside may be no more than eight inches in diameter, and rigid materials shall be no more than ten feet in length.
- M. Solid waste resulting from property clearance i.e. stumps, logs and tree trunks, not considered to be trimming, shall not be permitted to be placed on the street or the curb or the sidewalk, and the responsibility for removal is

that of the property owner.

- N. Tires shall not be permitted to accumulate or remain exposed on residential property. The rubbish division of the sanitation and environmental services department will pick up no more than four tires at any one time from any one residential location. The accumulation of tires at commercial locations is not allowed. The commercial customer/property owner shall be held responsible for removal.
- O. Solid waste resulting from construction, demolition or renovation, including "do-it-yourself" projects is not household rubbish, and it is the responsibility of the property owner, contractor and/or tenant to remove the same.
- P. Carpet and carpet padding from residential customers may be placed at curbside only when bagged as garbage or legally placed in a commercial-type refuse container. All carpet and padding from commercial or residential contract jobs must be removed by the contractor.
- Q. All establishments are responsible for controlling offensive odors in steel Containers through sanitizing and deodorizing if necessary. In addition to the enforcement provisions of this article, the sanitation and environmental services department head reserves the right to schedule and charge for additional weekly pickups if necessary in the department head's sole determination.
- R. In parks or along streets where containers or other receptacles are not available, all litter shall be carried away by the person responsible for its presence and disposed of as provided for in this article.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.09 Maintenance And Protection Of Containers

- A. Solid waste containers shall be kept closed tightly except during the collection or deposit of garbage, trash, or refuse. The contents of all containers shall be so protected that the wind cannot blow out and scatter the contents of the receptacles over the rights-of-way, roadways, streets, alleys, and premises of the city.
- B. Every solid waste container and its surrounding area shall be maintained by the user in as sanitary condition as possible. Periodic treatment with a residual insecticide by the user may be required.
- C. All solid waste holding or containing any liquid must be drained or dried before being deposited in a container.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.10 - Transportation Of Solid Waste

- A. Hauling of any solid waste, including building material waste, shall be done on public roads and highways only in vehicles covered so as to prevent any spilling, dripping, blowing or other loss of materials in transit.
- B. It shall be unlawful for any person hauling any fill, rock, sand, concrete or other materials to spill these materials onto the streets of the city. Any person who shall violate the provisions of this section shall upon conviction be punished as provided in this Code and through the fee and fine schedule referenced herein, and subsequent continued violations may be so punished from time to time in spite of previous convictions or acquittals of the original violation or charge. No conviction or acquittal shall be deemed to bar any civil remedy to enforce compliance with the regulations of this section or to abate any nuisance arising from a violation.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.11 - Certain Wastes Unsuitable For Collection

The city's sanitation and environmental services department shall not collect or remove, in any quantity, the following:

- A. Dead animals, animal dressings, or animal manure in excess of ten pounds and/or not capable of being secured within the city approved plastic refuse bag.
- B. Waste oils from garages.
- C. Highly flammable or explosive materials.
- D. Any solid waste that, in the opinion of the sanitation and environmental services department head, would damage or potentially could damage any city equipment and/or vehicle used in the collection and disposal of solid waste.
- E. Solid waste generated by contractors, including, but not limited to, lumber, plaster, sand, gravel, plumbing fixtures, roofing materials, or tree trimmings, resulting from the building, remodeling, or demolishing of any structure, or the clearing of any lot or parcel of land for development.
- F. Automobile frames and parts.
- G. Any solid waste from industrial establishments that is not containerized and properly placed.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.12 - Unlawful Accumulation And Placement Of Solid Waste

- A. It shall be unlawful for any owner, occupant, or lessee of any building, yard, or parcel of property within the city to allow garbage, trash, or solid waste of any kind to accumulate or remain in the building or upon the yard or lot as required by this article.

- B. It shall be unlawful for any person to scatter, dump, throw, drop, sweep, or place, or cause to be scattered, dumped, thrown, dropped, swept, or placed, any garbage, trash, or solid waste of any kind upon the street, alleys, sidewalks, playgrounds, parks, drainage ditches, vacant lots, or any other property, public or private, within the city, unless placed for collection in conformance with this article.
- C. It shall be unlawful for any person to deposit or permit to be deposited any solid waste that maybe injurious to the health of people or harmful to the environment at any open dump or other disposal site without express permission from the mayor and board of aldermen, the state health department and the Mississippi Department of Environmental Quality.

Further: Permission will be given only if disposal is accomplished by sanitary landfill, approved incineration, or by other means now available, or which may later become available, as approved or established as standards by the Mississippi Department of Environmental Quality.

No solid waste or other potentially harmful waste shall be burned except in incinerators meeting all requirements and air pollution controls as are now established or as may later be established by any local, state or federal agency. Certain wastes shall be permitted to be openly burned only with the authorization of the Mississippi Department of Environmental Quality and the approval of the City of Starkville Fire Chief.

- D. It shall be unlawful for a person to accumulate junk, scrap or salvage material on any lot, tract, parcel of land or portion thereof, occupied or unoccupied, improved or unimproved within the City of Starkville in such quantities as shall constitute a public nuisance; provided, however this section shall not apply:

If the junk, scrap or salvage material is completely enclosed within a building in a lawful manner where it is not visible from the street or other public property; or

Where the junk, scrap or salvage material is enclosed in an outdoor storage area that is maintained in such a manner that it does not constitute a health hazard and it is screened from ordinary public view.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.13 - Establishment Of Rates, Deposits, Fines And Penalties

The city shall by order or resolution, set collection rates, and may establish security deposits, for all customers served under the terms and conditions of a contractor agreement for collection of solid waste. These rates shall be reviewed periodically and shall be adjusted based on available data such as current cost paid to the contractor for services, administrative cost incurred by the city and any cost associated with compliance with state, county or federal environmental regulations.

Penalties and fines for violations of this article shall be established and may be included with other related enforcement orders or resolutions. The establishment of the fine

schedule for trash violations other than delinquent accounts will be enforced on a calendar year basis with the fine schedule for the number of violations resetting to zero as of January 1 of each calendar year.

The existence of delinquent sanitation accounts will be handled in accordance with the applicable state law and the existing City of Starkville Municipal Code of Ordinances.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.14 - Responsibility Of Payment Of Charges

The owner and/or occupant of each residential collection unit, whether or not it is occupied, shall be responsible for payment of the fees and deposits prescribed in this article and determined by order or resolution of the board of aldermen. The owner or occupant of each multi-tenant commercial unit shall be responsible for the deposit and payment of charges for collection as reflected on the utilities statement if such unit is receiving utilities and/or sanitation service from the City of Starkville.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1.15 - Location And Screening Of Solid Waste Containers

See development standards for all requirements by use for solid waste containers.

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022

8.1 - Definitions

Accumulate: To pile up, collect, or gather together over a period of time.

Animal Manure: Body waste of animals and fowl and cleanings from barns, stables, corrals or pens used for stabling animals, fowl, birds and the like.

Building: Any public or private structure that is used or adapted for use for human habitation, transaction of business, rendering professional services, amusement or pleasure, for the production, manufacture, display, storage or treatment of goods, wares or merchandise, or for the performance of work or labor.

Commercial and Domestic Building Material: Sand, earth, humus, wood, stone, brick, concrete, construction blocks, roofing, wallpaper and other materials remaining after construction work of any type is complete, including the remains of relocation projects.

Commercial and Domestic Garbage: Waste products of all animal and vegetable matter resulting from growing, processing, marketing and preparation of food items, including the containers in which these items were packaged.

Commercial Trash: All trash from commercial operations, including but not limited to cans, bottles, paper, cardboard and crates.

Commercial Rubbish: Every waste accumulation of dust, paper cartons, cardboard cartons, rags and other accumulations which are usually attendant to the operation of stores, offices, and similar businesses.

Commercial Waste: Trees, shrubs, weeds, plants, grass and other growing things or parts of growing things which accumulate as a result of clearing, pruning, construction or other operations. Such waste shall be sized in pieces not to exceed eight inches in diameter and no more than 120 inches ten feet in length.

Construction Waste: Materials that are remaining from a construction site either commercial or residential that include such items as plumbing supplies, electrical supplies, concrete, masonry, lumber, roofing materials and other materials consistent with construction projects. Such waste shall be handled by a private contractor licensed to do business within the City of Starkville.

Container: A plastic refuse bag, residential plastic refuse can with a lid and/or a commercial-type refuse container ("dumpster") furnished by the city; ["corrals" or other open-sided containers used to hold bagged garbage at the curb are not containers and are prohibited by this article.]

Contractor: Any person who is a party to an approved contract or license from the city through competitive bidding for the collection of waste, garbage and trash as described in this article.

Customer: Any person or business entity that receives services from the Sanitation and Environmental Services (SES) Department and has an account through Starkville Utilities for such services. Any person or business not having an account through Starkville Utilities is not eligible for regular city sanitation services through the Sanitation and Environmental Services Department.

Dead Animals: Dead animals not intended to be used for food purposes.

Domestic Waste: Tree trimmings, lake or eel grass, yard grass, diggings, discarded furniture, appliances and other miscellaneous household discards not accumulated as a result of a business or commercial contract with the property owner or occupant.

Disposal: The final disposition of waste by man. This does not include its ultimate dissemination by forces other than man.

Disposal Site: A location, tract of land, area, building, structure, or premises used, or intended to be used, for partial and/or total refuse disposal.

Dump: A site, without effective control, where solid waste is disposed of in an improper, illegal and unsanitary manner.

Dwelling Unit: Each unit in any single-unit, duplex, triplex or multi-unit residential living unit with kitchen facilities.

Garbage: Every waste accumulation and animal and vegetable matter which attends the

preparation, use, cooking, processing, handling, or storage of meats, fish, fowl, fruits, vegetables, or other matter which is subject to decomposition, decay, putrefaction, and the generation of offensive and noxious gases or odors, or which during or after decay, may serve as breeding or feeding material for flies, insects, or animals and to include those components of solid waste capable of being recycled, including newspaper; glass; food and beverage containers; aluminum, tin-plated steel and bi-metal cans; polyethylene terephthalate (PET) and high-density polyethylene (HDPE); and any other solid waste materials which are from time to time so designated by the city. (For the purpose of this article, "garbage" shall include domestic or commercial garbage and rubbish.)

Garden Trash: Every waste accumulation of lawn grass, shrubbery, or dry leaf rakings free of dirt, rocks, large branches (does not include stumps, logs, or tree trunks), and bulky noncombustible material.

Household Rubbish: Any and all accumulations of waste material from the operation of a home, which is not included in the definition of garbage. Household rubbish may include all appliances, furniture or yard toys. Waste generated by contract or agreement for financial or material consideration of \$1,000.00 or more, or building material waste generated by contractors or do-it-yourself projects, is not household rubbish. Solid waste generated by property clearance, tree removal, major trimming, or wood harvesting is not household rubbish.

Insecticide: Any chemical used singularly or in combination in any form for the purpose of killing or controlling flies or other insects or preventing their breeding.

"Junk" and/or "Scrap" and/or "Salvage": Means solid waste material having nominal or no value including: aluminum cans, steel cans, plastic containers, glass, bottles, paper, cardboard, scrap metal, tin, junk car bodies, junk vehicles, scrap iron, old parts, old lumber, windows, doors, roofing materials, wire, fencing material, brick, concrete, old farm implements, broken machinery and equipment, old pipes, tires, tire rims, hub caps, old plumbing fixtures, tanks, oil drums, batteries, "junk" furniture, and appliances including but not limited to "junk" refrigerators, stoves, washing machines, dryers, water heaters and other appliances that are non-operational and nonfunctional.

Litter: Solid wastes that are scattered about in a haphazard manner.

Multi-Unit Dwelling Unit: The individual unit in any building or structure with kitchen facilities capable of being utilized for residential living, other than a hotel or motel unit, or an accessory dwelling unit as defined by the Unified Development Code, and containing two or more units under one roof.

Nonconforming Items: Rubbish which exceeds the city's allowable pick-up dimensions or is considered to be construction materials from a construction project or is referenced herein as not eligible for pickup by the city. See definitions for exclusions.

Occupant: A person who has the use of or occupies a building or a part or fraction of a building, whether such person is the owner or some other person having the care, custody, possession or control of the building.

Property Owner/Responsible Party: The person or business entity who holds legal

title to a building or property or the agent of that person, or some other person having the care, custody, possession or control of a building or to whom rent for the building is paid.

Recyclable Materials: Those components of solid waste capable of being recycled, (being market dependent) which may include newspaper; glass; food and beverage containers; aluminum, tin- plated steel and bi metal cans; polyethylene terephthalate (PET) and high-density polyethylene (HDPE); and any other solid waste materials which are from time to time so designated by the city.

Recycling Container: Any holder or receptacle of recyclable materials that is designated as such by the City of Starkville or its contractor. This definition may include marked recycling bags or stationary recycling containers provided by the City of Starkville or its contractor for residential or commercial recycling use.

Refuse: Garbage, trash, rubbish and waste of every form, including containers in which food and beverages are packaged.

Residual Insecticide: An insecticide that adheres to a surface and remains toxic to flies for an extended period of time.

Rubbish: See "household rubbish".

Sanitation and Environmental Services Department: The department that handles matters related to sanitation, rubbish, recycling, landscaping and landfill services for the City of Starkville.

Sanitary Condition: Refers to a refuse container's state, free of noxious odors and fumes and cleansed of liquid and semi-liquid wastes with bleach or other sanitizing agents.

Solid Waste: Garbage, trash, household rubbish, "junk", "scrap", "salvage" or any combination thereof.

Spot Treatment: Application of a residual insecticide spray to a specific area for the purpose of controlling or preventing infestation.

Stumps, Logs or Tree Trunks: Such tree trimmings and tree waste that exceeds eight inches in diameter and 120 inches ten feet in length. Such material will not be picked up by the city and whose disposal will be the responsibility of the property owner.

Trash: Garden trash, household rubbish, and tree trimmings, or any combination thereof

Tree Trimmings: Every accumulated waste of tree branches, parts of trees, bushes: or shrubs, leaf cuttings, fruits, or other matter which usually creates waste in the care of trees and large bushes (does not include stumps, logs, or tree trunks).

User: Any person, firm, or corporation, or any residential, commercial, or industrial establishment or property that utilizes and has an account with Starkville Utilities for the city's solid waste collection service(s), whether the solid waste is collected in a city-furnished metal container, plastic bags, or not containerized at all (as in the case of tree

trimmings, appliances, etc.).

HISTORY

Amended by Ord. [2021-03](#) on 1/4/2022



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: April 4, 2023
PAGE: 1

SUBJECT: Consideration of contracting with Narrative 12 to provide help in managing our messaging for programs for the city. Helping with sharing information of city programs and opportunities.

AMOUNT & SOURCE OF FUNDING: \$27,000 with a budget amendment to professional services coming from the uncommitted Mayor's professional services account and the unexpended funds from 001-111-604-340.

FISCAL NOTE: This expenditure does not pull from the ending fund balance

AUTHORIZATION HISTORY: The board has just approved the extended use of this firm for the Utilities department

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 662-648-9706

SUGGESTED MOTION:

Move approval contracting with Narrative 12 for a six month agreement regarding media services to promote and provide notice of city services and activities pertinent to our residents and businesses.

Working Agreement

Between

NARRATIVE¹²

and



We are pleased to confirm the terms on which *Narrative12* will act as a marketing and public relations firm of record for the City of Starkville, for purposes of this document referred to as the City.

I. *NARRATIVE12* RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by an advertising, public relations, and marketing company as directed by the City of Starkville. This contract is specifically created to focus on the planning and execution of social media platforms and a comprehensive public information initiative with a budget of \$4,500 per month.

The deliverables outlined above do not include:

- Printing/design costs
- Talent fees
- Stock images
- Music rights
- Media/advertising placements
- Photography
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Social media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking relevant stories that yield audience engagement and drive traffic to the City's website. Placements shall include a minimum of three Facebook and two Instagram posts per week, and one Twitter post per workday.
- C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from April 1, 2023 through September 30, 2023. This fee is to be paid in monthly installments based on billings issued at the end of each month.
- D. Any projects outside the scope of this agreement (such as slide shows, special videos, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- E. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by the City. For purposes of this agreement, "confidential Information" shall mean any information imparted to *Narrative12* by the City of Starkville or derived from such information or developed by *Narrative12* in connection with the services to be performed under this agreement.

- F. *Narrative12* recognizes the City of Starkville's reservation of the right, in *Narrative12's* discretion, to modify, reject or cancel or discontinue any plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out the City's instructions. The City of Starkville agrees, however, to pay all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by the City.

II. APPROVALS

- A. *Narrative12* will obtain approval from the City before doing any of the following:

1. Adopting a marketing strategy for services or products.
2. Preparing a marketing campaign.
3. Developing or placing messages to City of Starkville social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

- B. All authorizations for services and all approvals will be made by City of Starkville Mayor Lynn Spruill, unless or until others are designated in writing.
- C. It is understood that the City of Starkville reserves the right to modify, revise or cancel any plans, schedules or work. In the event the City notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, the City agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by the City of Starkville are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

- A. Billings to the City of Starkville will be rendered as follows:
1. Charges will be billed monthly under one invoice for all agreed-upon services.
 2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by the City of Starkville.
 3. The City of Starkville will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the City account hereunder, subject to *Narrative12* obtaining prior approval from the City for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of the City of Starkville) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of the City. *Narrative12* retains the right to reference and display the work products done for the City of Starkville for *Narrative12*'s own promotional purposes.
- B. *Narrative12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative12* on behalf of the City of Starkville or disclosed by the City to *Narrative12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective from April 1, 2023 through September 30, 2023. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, the City of Starkville or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of the City and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of the City of Starkville or *Narrative12* considering changing business circumstances. If at any point the City or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of the City and *Narrative12* will continue in force during the notice period.

- C. Upon receipt of termination, *Narrative12* shall submit to the City of Starkville a written report of all current and future jobs. The City shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill the City of Starkville for all amounts remaining due under this agreement (to the extent it has not done so already) and the City will pay such amounts within 30 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by the City shall be transferred to City or its designated representatives.
- E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative12

City of Starkville

By: _____
Checky Herrington
Principal

By: _____
Lynn Spruill
Mayor

Date: _____

Date: _____



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: April 4, 2023
PAGE: 1 OF 5

SUBJECT: Consideration of adopting a standing budget policy for the annual development of the City of Starkville budget.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Sistrunk
Budget Chair

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 662-648-9706

SUGGESTED MOTION:

Move approval of the adoption of a standing budget policy for the development of the annual City of Starkville budget.

City of Starkville
Budget Development and Amendment Policy
Adopted _____

1. PURPOSE

- 1.1. The broad intent of this policy is to ensure a long-term stable and positive financial condition for the City of Starkville. The more specific purpose is to develop an annual budget for presentation to the governing authority that is:
 - 1.1.1. In conformance with agreed upon financial guidelines, and
 - 1.1.2. In compliance with all state or other legal requirements.

2. SCOPE

- 2.1. This policy applies to all revenues and expenditures of the City which are included in the City's annual Audited Financial Statements (AFS).
- 2.2. Funds to be considered include but are not limited to General Fund, Enterprise Funds, Special Revenue Funds including bonds, grants, and other restricted funds, Capital Project Funds, and Debt Service Funds.

3. OBJECTIVES

- 3.1. Primary objectives of this policy are:
 - 3.1.1. To adopt of a structurally balanced budget, i.e., a budget where recurring revenues fund recurring expenditures and non-recurring revenues fund non-recurring expenditures, in compliance with state requirements,
 - 3.1.2. To provide a summary of financial principles to guide budget development, and
 - 3.1.3. To establish the budget as part of a multi-year plan.

4. FINANCIAL PRINCIPLES GUIDING BUDGET DEVELOPMENT/AMENDMENT

- 4.1. The City will pay for all current operating expenditures with current revenues. The City will avoid using non-recurring revenues, including short-term loans, deferrals, or one-time sources, to balance the budget. Fund balances or cash balances will not be budgeted to fund recurring operational expenditures.
- 4.2. A final annual budget shall be presented to the governing authority no later than August 1 of the prior fiscal year, although individual components, e.g., revenue projections or salary adjustments, may be considered separately and at different times than the full annual budget. The governing authority will adopt an annual budget on or before the September 15th of the current fiscal year as described in state law.
- 4.3. Debt will not be used as a technique to balance the budget. Debt, including long-term leases, will be used only for capital projects or equipment in excess of \$100,000 or having a useful life of over 4 years. The City will endeavor to maintain a debt service schedule where 50% of general obligation debt, excluding debt

funded from restricted revenue sources, e.g., sales tax funds approved by voters under local and private legislation or state diversions to cities from use tax collections, is payable in 10 years or less.

- 4.4. Contributions to the restricted health insurance funds will be based upon an actuarial determination. These funds will be used for no other purposes than for financing losses under the insurance program. Periodic comparisons of the cost of self-insurance to a commercial policy will be made to determine the most effective product for the City.
- 4.5. Fund Balances will be budgeted for each fund included in the annual budget.
- 4.6. The City may establish an adequate contingent appropriation in each of the operating funds. Budget amendments to utilize contingent funds shall be made only with approval of the governing authority. No expenditures will be recorded to this budget line item. All transfers from the contingent appropriation will be evaluated to determine that the transfer cannot be made from other budgeted line items and if the expenditure was properly considered in the regular budget process.
- 4.7. In accordance with state law, the governing authority may amend the budget. To improve financial planning and control, budget amendments should be infrequent and limited to cases where the City Clerk certifies that there are funds available due to revenues in excess of those estimated in the budget or balances in budgeted expenditures that are not needed in the current budget cycle and there is a need that could not have been reasonably anticipated when the when the budget was adopted.

5. REVENUE PROJECTIONS, ALL FUNDS

- 5.1.1. The City will employ a structured revenue forecasting system to allow for effective financial planning. Where possible, this will include forecasts based on three-year trends in revenue line items, adjustments for known changes in the city's financial environment, and other factors, e.g., inflation or population growth, that can be reasonably predicted.
- 5.1.2. The City will establish user charges and fees for services at a level closely related to the full cost (i.e., direct, indirect, debt service, and capital costs) of providing the services. User charges and fees will be reviewed annually to identify the impact of inflation and other cost increases/decreases and the governing authority will revise user fees as appropriate -

6. EXPENDITURE PROJECTIONS/PRIORITIES, ALL FUNDS

- 6.1.1. The budget will be prepared with the cooperation of all department heads as department heads will have the responsibility to provide the budgeted level of service approved by the governing authority within the approved operating and capital budgets.
- 6.1.2. The City will employ, where possible, a structured expenditure forecasting system to allow for effective financial planning. Salaries will be reviewed no less often than every two years based on current market conditions. Changes in operational costs of existing/new or reduced/eliminated projects/programs will be developed by department heads in consultation with the finance

department and chief operating officer. For other line items, forecasting will be based on three-year trends in expenditure line items and adjustments for known changes in the city's financial environment, e.g., inflation, changes in the business community, or population changes.

- 6.1.3. Contractually obligated items such as debt service and personnel costs will be given highest budget priority. A contra-account may be used to recognize lag time in filling positions, but any unbudgeted positions will be considered closed. Salary adjustments remain the sole discretion of the governing authority. The governing body will endeavor to make salary adjustments as part of planning for an annual budget and to minimize mid-period adjustments.
- 6.1.4. The City will consider cost-reducing technological and capital investment programs that will reduce operating costs as high funding priorities. The City will budget for adequate maintenance and repair of capital plant and equipment and for their orderly replacement based on a replacement schedule developed in conjunction with department heads. The replacement schedule may be approved by the governing authority as a standalone document or as part of the annual budget.
- 6.1.5. The City will attempt to maintain current service levels. If necessary to balance the budget, the governing authority will identify low priority expenditures or services for reduction or elimination.

6.2. PRINCIPLES SPECIFIC TO THE GENERAL FUND

- 6.2.1. The City will budget in the General Fund a "Fund Balance assigned for budgetary purpose" for emergency purposes and/or liquidity purposes of no less than 12% of general fund operating budget. Any funds expended from these budgeted funds require specific approval by the governing authority and must be for expenditures that are non-recurring in nature or that have a benefit period longer than one operating budget.
- 6.2.2. At the governing authority's discretion, a separate line item may be budgeted for supplemental capital improvements/projects, debt abatement, or projects/programs that reduce operating costs. This line item is to be funded from the City's unassigned fund balance as identified in the most recently available Audited Financial Statements (AFS).

6.3. PRINCIPLES SPECIFIC TO ENTERPRISE FUNDS

- 6.3.1. The goal of all enterprise fund operations is to be self-supporting. The full costs (departmental direct operating cost, administrative overhead, and capital costs) of providing services will be reviewed annually.
- 6.3.2. Rates will be reviewed and adjusted as necessary no less frequently than the annual budget cycle to ensure that enterprise fund services are sustainable without a General Fund subsidy.

7. AUTHORITY AND DELEGATION OF AUTHORITY

DRAFT

- 7.1. By adopting this policy, the Board of Alderman annually delegate the development of a draft annual budget to the City Clerk, Chief Financial Officer (if a different position than the City Clerk), Finance Director, Department Heads, Mayor, and Audit and Budget Chair of the Board of Aldermen.
- 7.2. A work session will be held no less than 10 weeks prior to the end of the fiscal year to receive input from the governing authority to edit a draft budget in preparation for submission for approval of a final annual budget. If necessary to balance the budget, the governing authority will identify low priority expenditures or services for reduction or elimination.

8. POLICY REVIEW AND ADOPTION

- 8.1. This policy shall be reviewed at least annually by the City Clerk, Finance Director, and Audit and Budget Chair of the Board of Aldermen to ensure consistency with the City's overall objectives and compliance with federal, state, or other legal requirements.
- 8.2. This policy, whether or not modifications are necessary, shall be considered and adopted at a public meeting no less frequently than the beginning of each new term of the Board of Aldermen.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023 (PARKS AND RECREATION IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES AS DESCRIBED HEREIN; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; 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:

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

“Act” shall mean House Bill 1547, as approved by the Legislature of the State of Mississippi (the “Legislature” of the “State”) in its Regular Session 2022 and signed by the Governor (the “Governor”) of the State on March 23, 2022, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the “Authority Act”), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”), and other applicable laws of the State.

“Authorized Purposes” shall mean the General Municipal Improvements Authorized Purposes and the Special Sales Tax Authorized Purposes.

“Bank” shall mean the Mississippi Development Bank.

“Bond” or “Bonds” shall mean the General Obligation Public Improvement Bonds, Series 2023 (Parks and Recreation Improvements Project), of the Municipality, in the maximum principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, authorized and directed to be issued in this Bond Resolution.

“Bond Counsel” shall mean Watkins & Eager PLLC, Jackson, Mississippi.

“Bond Insurance Policy” shall mean a municipal bond insurance policy, if any, issued by the Bond Insurer, if any, guaranteeing the scheduled payment of the principal of and interest on the Bonds when due.

“Bond Insurer” shall mean a municipal bond insurance company, if any, guaranteeing the guaranteeing the scheduled payment of the principal of and interest on the Bonds when due.

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

“Bondholder” or “Holder” shall mean the Registered Owner or Owners of any Bond issued pursuant to this Bond Resolution.

“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.

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

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

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement to be executed by the Municipality and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

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

“Event of Default” shall mean an event of default as described in Section 17 of this Bond Resolution.

“General Municipal Improvements Authorized Purposes” shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years.

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

“Improvement Fund” shall mean the Improvement Fund of the Municipality provided for in Section 13 hereof for the payment of the costs, fees, and expenses incurred by the Municipality in connection with the Authorized Purposes and with the authorization, issuance, sale, validation, and delivery of the Bonds.

“Mayor” shall mean the Mayor of the Municipality.

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

“Notice” shall mean the Notice of Bond Sale set out in Section 22 hereof.

“Parks and Recreation Bond Fund” shall mean the fund of the Municipality provided for in Section 12 hereof for the payment of the principal of and interest on the Bonds, and the payment of fees in connection with the issuance of the Bonds.

“Paying Agent” shall mean any bank, trust company, or other institution 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.

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

“Procedures” shall mean the Post Issuance Compliance Procedures in substantially the form attached hereto as **Attachment A**.

“Purchaser” shall mean the successful bidder for the Bonds, to be hereafter designated by the Governing Body.

“Record Date” shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the date on which such principal will be due and payable, whether at maturity or upon redemption prior to maturity.

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

“Registered Owner” shall mean the Person whose name will appear in the registration records of the Municipality maintained by the Paying Agent.

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

“Series 2020 Bonds” shall mean, together, the Bank’s \$14,130,000 Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued April 22, 2020, and its \$9,835,000 Special Obligation Bonds, Series

2020B (Starkville, Mississippi, Parks and Recreation Project General Obligation Bond), dated and issued August 18, 2020, issued on behalf of the Municipality.

“Special Sales Tax” means, together, that portion of the 2% of the gross income of restaurants derived from retail sales of prepare food, alcoholic and nonalcoholic beverages dedicated to the Municipality to be expended for park and recreational improvements and the additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality for the purpose of the “construction, maintenance, operation, and promotion of recreation and sports tournament facilities” within the Municipality.

“Special Sales Tax Authorized Purposes” shall mean providing funds to acquire real property for and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

“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).

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

2. On November 6, 2018, the Governing Body adopted a resolution stating its intent to levy the Special Sales Tax for the Special Sales Tax Authorized Purposes.

3. The Authority Act was approved by the Legislature of the State.

4. On April 16, 2019, the Governing Body adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Sales Tax Authorized Purposes. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy of the resolution to the Mississippi Department of Revenue.

5. Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Sales Tax Authorized Purposes.

6. Pursuant to the Authority Act, the Governing Body is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds

of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

7. Pursuant to the Act, the Bank has previously issued the Series 2020 Bonds.

8. Heretofore, on September 20, 2022, the Governing Body adopted a resolution entitled **“RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES”** (the “Resolution of Intent”), wherein the Governing Body found, determined, and adjudicated that it is necessary that the Bonds of the Municipality be issued in the amount and for the purpose aforesaid, declared its intention to issue the Bonds, and fixed 5:30 p.m. on November 1, 2022, as the date and hour on which it proposed to authorize the issuance of the Bonds, on or prior to which date and hour any protests to be made against the issuance of such Bonds were required to be filed.

9. As required by law and as directed by the Resolution of Intent, the Resolution of Intent was published once a week for at least 3 consecutive weeks in the *Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the 1st publication having been made not less than 21 days prior to November 1, 2022, and the last publication having been made not more than 7 days prior to November 1, 2022, said Resolution of Intent having been published in the *Starkville Daily News* on October 5, 2022, October 12, 2022, October 19, 2022, and October 26, 2022, as evidenced by the publisher's affidavit, attached hereto as **Attachment B**.

10. The Governing Body finds, determines, and adjudicates that on or prior to November 1, 2022, at 5:30 p.m., the aforesaid hour and date set for the receipt of protests, no written protest or other objection of any kind or character against the issuance of the Bonds described in the Resolution of Intent had been filed or presented by qualified electors of the Municipality.

11. The Governing Body is now authorized and empowered by the provisions of the Act to issue the Bonds without an election on the question of the issuance thereof and is authorized to issue bonds registered as to principal and interest in the form and manner hereinafter provided for by Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended.

12. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is \$289,400,035; the Municipality has outstanding bonded

indebtedness subject to the 15% debt limit prescribed by the Act in the amount of \$23,154,000, and outstanding bonded and floating indebtedness subject to the 20% debt limit prescribed by the Act (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$29,135,000; the issuance of the Bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid 15% debt limit, of more than 15% of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid 20% debt limit, in excess of 20% of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

13. The proceeds of the Special Sales Tax are sufficient to pay the debt service on the Bonds on a parity of payment with the Series 2020 Bonds and the Bonds shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.

14. The machinery and equipment will not include any motor vehicle weighing less than 12,000 pounds, and the life of the Bonds will not exceed the expected useful life of machinery and equipment financed with the proceeds of the Bonds.

15. It is advisable and in the public interest to authorize the Mayor to arrange for a municipal bond rating for the Bonds in the event that said officer determines that any such municipal bond rating is in the best interests of the Municipality. The Governing Body should authorize the obtaining of such municipal bond rating and the distribution or execution of any legal or financial documents necessary or appropriate for such purpose pertaining to any such municipal bond rating by the Mayor if such officer or officer determines any such municipal bond rating to be in the best interest of the Municipality.

16. It is advisable and in the public interest to authorize the Mayor to arrange for a Bond Insurance Policy in the event that said officer determines that any such Bond Insurance Policy is in the best interests of the Municipality. The Governing Body should authorize the obtaining of such Bond Insurance Policy and the distribution or execution of any legal or financial documents necessary or appropriate for such purpose pertaining to any such Bond Insurance Policy by the Mayor if such officer or officer determines any such Bond Insurance Policy to be in the best interest of the Municipality.

17. 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 exemption of the interest on the Bonds from federal income taxes since such exemption may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

18. The Bonds are not "private activity bonds" as such term is defined in Section 141 of the Code.

19. The Municipality is a governmental unit with general taxing powers; no obligation which is a part of the issue of the Bonds is a "private activity bond;" 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the Municipality.

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.

21. It is now necessary to direct the issuance of and offer for sale the Bonds, in the maximum principal amount of \$15,000,000, out of the authorized maximum principal amount of \$15,000,000.

22. It has now become necessary to make provision for the preparation, execution, issuance, and sale of the Bonds.

23. The Preliminary Official Statement pertaining to the sale of the Bonds should be approved by the Governing Body, and copies thereof distributed to prospective purchasers of the Bonds, in substantially the form attached hereto as **Attachment C**.

24. The execution and distribution of the Official Statement pertaining to the sale of the Bonds should be approved by the Governing Body, and it is necessary and appropriate for the Governing Body to authorize the execution and distribution thereof.

25. It is necessary and appropriate for this Governing Body to approve the Continuing Disclosure Agreement attached to the Preliminary Official Statement and to authorize the execution thereof.

26. The Governing Body desires to approve and adopt the Post Issuance Compliance Procedures, in substantially the form attached hereto as **Attachment A**.

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

SECTION 1. Bond Resolution as Contract. In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, this Bond Resolution will constitute a contract between the Municipality and the Registered Owners from time to time of the Bonds. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality will be for the equal benefit, protection, and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication, delivery, or maturity, will be of equal rank without preference, priority, or distinction.

SECTION 2. Amount; Purpose. The Bonds are hereby authorized and ordered to be prepared and issued in the maximum principal amount of \$15,000,000 to provide funds for the Authorized Purposes as authorized by the Act.

SECTION 3. (a) Payments. Payments of interest on the Bonds will be made to the Record Date Registered Owner, and payments of principal will be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America. Interest will be paid on the principal amount of each Bond from the date of such Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth therein.

(b) Bond Details. The Bonds will be registered as to both principal and interest; will be dated the date of delivery thereof; will be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from 1 upward in the order of issuance; will bear interest, calculated on the 30/360 basis, from the date thereof at the rate or rates specified by further order of the Governing Body, payable on such date as detailed in the Notice, and semiannually thereafter on such dates as detailed in the Notice; and will mature and become due and payable, with option of prior payment, in the years and in the principal amounts as detailed in the Notice.

(c) Prior Redemption. The Bonds shall be subject to redemption prior to their respective maturities at the election of the Municipality as detailed in the Notice, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 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.

SECTION 4. (a) Bonds Registered as Obligations; Registration and Validation Certificate. When the Bonds will have been validated and executed as herein provided, they will 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 will cause to be imprinted upon or accompany each of the Bonds, over his manual or facsimile signature and manual or facsimile seal, the certificate in substantially the form set out in Section 6 hereof.

(b) Execution. The Bonds will 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 signatory of the Paying Agent hereafter provided for, may be facsimile and will 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 will appear on the Bonds will cease to be such official before the delivery or reissuance thereof, such signature or such facsimile will nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) Delivery; Bond Transcript; Legal Opinion. The Bonds will 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, and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Items Filed with Paying Agent. Prior to or simultaneously with the delivery by the Paying Agent of any of the Bonds, the Municipality will 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, and validation of the Bonds; and

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

(e) Authentication. The Paying Agent acting through its officers, employees, or agents, will authenticate the Bonds and deliver them to the Purchaser thereof upon payment of the purchase price of the Bonds to the Municipality.

(f) Bond Certificates. Certificates, blank as to denomination, rate of interest, date of maturity, and CUSIP number (if any), and sufficient in quantity in the judgment of the Municipality to meet the reasonable transfer and reissuance needs for the Bonds, may be printed and delivered to the Paying Agent in generally-accepted format, and held by the Paying Agent until needed for transfer or reissuance, whereupon the Paying Agent will imprint the appropriate information as to denomination, rate of interest, date of maturity, and CUSIP number (if any) prior to the registration, authentication and delivery thereof to the transferee holder. The Paying Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional certificates bearing the manual or facsimile seal of the Municipality and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 5. (a) Designation of Paying Agent. A Paying Agent for the Bonds, which shall serve as paying agent, registrar, and transfer agent, shall be designated by further resolution of the Governing Body, authorizing the Mayor and/or the City Clerk to approve the engagement thereof.

(b) Paying Agent as Transfer Agent. So long as any of the Bonds remain outstanding, the Municipality will 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 will register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) Fees and Expenses of Paying Agent. The Municipality will pay or reimburse the Paying Agent 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, will 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) Change of Paying Agent. (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving written notice to the

Municipality at least 60 days in advance, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution will specify the date on which such removal will take effect and the name and address of the successor Paying Agent, and will 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 will become effective until a successor Paying Agent has been appointed pursuant to this Bond Resolution.

(2) Upon receiving notice of the resignation of a Paying Agent, the Municipality will promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent will 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 will have been so appointed and have accepted appointment within 30 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 will cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent will 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 will be fully paid. Every predecessor Paying Agent will 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 appointed under the provisions hereof will 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 will 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, will 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 will, 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 will terminate upon the accomplishment of all duties, obligations, and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Successor Corporation or Association 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, will 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 will be satisfactory to the Municipality and eligible under the provisions of this Section.

SECTION 6. Bond Form. The Bonds will be in substantially the following form, with such appropriate variations, omissions, and insertions as are permitted or required by this Bond Resolution:

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF STARKVILLE, MISSISSIPPI
GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023
(PARKS AND RECREATION IMPROVEMENTS PROJECT)**

No. R-_____ \$ _____

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

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

The Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), a body politic existing under 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 office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent") for the \$ _____ General Obligation Public Improvement Bonds, Series 2023 (Parks and Recreation Improvements Project), of the Municipality (the "Bonds"), on the maturity date

identified above, the principal amount identified above. Payment of the principal amount of this Bond will be made to the Registered Owner hereof whose name will 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 15th 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 per annum 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 will appear in the registration records of the Municipality maintained by the Paying Agent as of the 15th day of the calendar month preceding the applicable interest payment date.

All capitalized terms not otherwise defined herein will have the meaning set forth in the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on September 20, 2022, November 1, 2022, and _____, 20__ (together, the "Bond Resolution").

Payments of principal of and interest on this Bond will be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest will be due and payable (or, with respect to principal, such later date on which any Bond will 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 by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable principal or interest payment date.

Bonds maturing after _____, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 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.

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 \$_____, out of an authorized amount of \$15,000,000, to provide funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or

paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years (the "General Municipal Improvements Authorized Purposes") and providing funds to acquire real property for and for constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act (the "Special Sales Tax Authorized Purposes") (together, the "Authorized Purposes").

This Bond is issued under the authority of the Constitution and statutes of the State, including House Bill 1547, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2022 and signed by the Governor (the "Governor") of the State on March 23, 2022, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), and other applicable laws of the State (together, the "Act"), and by the further authority of proceedings duly had by the Governing Body, including the Bond Resolution.

The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

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 will be affected by any notice to the contrary.

The Bonds shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year

shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Parks and Recreation Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution.

Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Parks and Recreation Bond Fund, including, but not limited to, that portion of the 2% of the gross income of restaurants derived from retail sales of prepare food, alcoholic and nonalcoholic beverages dedicated to Municipality parks to be expended for park and recreational improvements and the additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality for the Authorized Purposes (together, the "Special Sales Tax"), pursuant to the Act, may be used for the payment of the principal and interest due on the Bonds.

This Bond will not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the "Certificate of Registration and Authentication" hereon will have been signed by the Paying Agent, acting through its officers, employees, or agents.

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 general 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. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the Municipality are hereby irrevocably pledged.

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

City of Starkville, Mississippi

Mayor

Countersigned:

City Clerk

(seal)

REGISTRATION AND VALIDATION CERTIFICATE

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

City of Starkville, Mississippi

(seal)

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the \$_____ General Obligation Public Improvement Bonds, Series 2023 (Parks and Recreation Improvements Project), of the City of Starkville, Mississippi.

_____, _____, _____,
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

ASSIGNMENT

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as Paying Agent to transfer the Bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

NOTICE: The signature to this Assignment must correspond with the Registered Owner as it appears upon the

(Authorized Signatory)

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

face of the within Bond in
every particular, without
alteration or enlargement or any
change whatsoever.

Date of Assignment: _____

Insert Social Security Number or Other Tax Identification Number of Assignee: _____

[END OF BOND FORM]

SECTION 7. Replacement of Bond Certificates. In case any Bond will become mutilated or be stolen, destroyed, or lost, the Municipality will, 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.

SECTION 8. Security for Payment. The Bonds shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Parks and Recreation Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Parks and Recreation Bond Fund, including, but not limited to, the Special Sales Tax", pursuant to the Act, may be used for the payment of the principal and interest due on the Bonds. Should there be a failure in any year to comply with the requirements of this Section, such failure will not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 9. Certificate of Registration and Authentication. Only such of the Bonds as will have endorsed thereon a "Certificate of Registration and Authentication" in substantially the form hereinabove set forth, duly executed by the Paying Agent, will be entitled to the rights, benefits, and security of this Bond Resolution. No Bond will be valid or obligatory for any purpose unless and until such "Certificate of Registration and Authentication" will have been duly executed by the Paying Agent, which executed certificate will be conclusive evidence of registration, authentication, and delivery under this Bond Resolution. The Paying Agent's "Certificate of Registration and Authentication" on any Bond will be deemed to have been duly executed if signed by an authorized signatory of the Paying Agent, but it will not be necessary that the same signatory sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 10. (a) Initial Registration. In the event the Purchaser will fail to designate the names, addresses, and social security or tax identification numbers of the Registered Owners of the Bonds within 30 days of the date of sale, or at such other later date as may be designated by the Municipality, 1 Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Bonds will be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Paying Agent will re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

(b) Registered Owner as Owner. Except as hereinabove provided, the Person in whose name any Bond will be registered in the records of the Municipality maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond will be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments will be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 11. (a) Transfers. Each Bond will be transferable only in the records of the Municipality, upon surrender thereof at the 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 Bond, the Municipality, acting through its Paying Agent, will 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 or Bonds.

(b) Paying Agent to Transfer in Accordance with Bond Resolution. In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent, acting through its officers, employees, or agents, will authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

(c) Expenses of Transfer. The Municipality or the Paying Agent may require payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of Bonds. All other expenses incurred by the Municipality or the Paying Agent in connection with any transfer of Bonds will be paid by the Municipality.

SECTION 12. (a) Parks and Recreation Bond Fund. The Municipality will maintain with a qualified depository thereof the "Parks and Recreation Bond Fund," in its name for the payment of the principal of and interest on the Bonds, and the payment of Paying Agents' fees in connection therewith. There will be deposited into the Parks and Recreation Bond Fund as and when received:

- (1) The accrued interest, if any, received upon delivery of the Bonds;
- (2) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;
- (3) Any income received from investment of moneys in the Parks and Recreation Bond Fund; and
- (4) Any other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Parks and Recreation Bond Fund, including the Special Sales Tax.

(b) Payments by City Clerk. As long as any principal of and interest on the Bonds remains outstanding, the City Clerk is hereby irrevocably authorized and directed to withdraw from the Parks and Recreation Bond Fund sufficient moneys to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent prior to the date on which said interest or principal and interest shall become due, and in accordance with any statutory requirements.

(c) Bond Fund Options. Notwithstanding anything herein to the contrary, the Municipality at its option may maintain 1 "Bond Fund" for all general obligation bonds of the Municipality, or as many as it will deem to be appropriate.

SECTION 13. Improvement Fund. The principal proceeds, and premium, if any, received upon the sale of the Bonds will be deposited with a qualified depository of the Municipality in a special public improvement fund, the "Improvement Fund," hereby created, in the name of the Municipality. From the Improvement Fund there will be first paid the costs, fees, and expenses incurred by the Municipality in connection with the authorization, issuance, sale, validation, and delivery of the Bonds. The balance thereof will be held and disbursed for the Authorized Purposes, as authorized by the Act. Any proceeds of the Bonds remaining in the Improvement Fund after the completion of the projects to be financed within the Authorized Purposes shall be transferred to the Parks and Recreation Bond Fund.

SECTION 14. (a) Payments of Principal. Payment of principal on the Bonds will be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof whose name will appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

(b) Payments of Interest. Payment of each installment of interest on the Bonds will be made to the Record Date Registered Owner thereof. Interest will be payable in the aforesaid

manner irrespective of any transfer or exchange of such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Method of Payment; Change of Address. Principal of and interest on the Bonds will be paid by check or draft delivered directly to or mailed on the date on which interest or principal and interest will be due and payable (or, with respect to principal, such later date on which any Bond will be presented and surrendered for payment as provided herein) or such other method as may be mutually satisfactory to the Paying Agent and Bond Holders, 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 by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

SECTION 15. Validation. The Bonds shall be submitted to validation as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State Bond Attorney for the institution of validation proceedings.

SECTION 16. Validation of Certain Amendments, Revisions, or Supplements. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Bonds and the payment dates for principal and interest, that in the event the delivery of the Bonds is delayed by a contest of the validation of the Bonds or otherwise, and the initial Purchaser will decline to take delivery of the Bonds, then the Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning on the next principal payment date following the issuance of the Bonds as provided by the subsequent resolution directing the offer for sale thereof, and continuing through the 20th annual payment. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing on the next principal payment date or interest payment date (whichever occurs first) following the date of the Bonds. After the validation of the Bonds, no amendment, revision or supplement contemplated by this Section will be cause for the re-submission of the proceedings for the issuance of the Bonds, as amended, revised or supplemented, to any further validation proceedings, it being the intent of this Bond Resolution that any such amendments, revisions or supplements be covered by the initial validation proceeding.

SECTION 17. Events of Default; Remedies. An "Event of Default" as used in this Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments will become due, (b) failure to comply with any other of the covenants of the Municipality set out in this Bond Resolution and the continuation thereof for 30 days after written notice specifying such failure will have been given to the Municipality by any Bondholder or (c) filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws. Notwithstanding the foregoing, the Municipality's noncompliance with its

obligations under Section 20 hereof and the Continuing Disclosure Agreement will not constitute an Event of Default within the meaning of this Section.

The Holders of not less than 25% of the aggregate principal amount of the outstanding Bonds may, upon an Event of Default, by suit, action, mandamus or other proceedings at law or in equity take action to 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 under the provisions of the Act and this Bond Resolution. The Holders of not less than 51% in aggregate principal amount of the Bonds then outstanding may appoint a trustee for the Holders of all outstanding Bonds issued under this Bond Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders under this Bond Resolution.

Nothing in this Bond Resolution will, 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 expressed in the Bonds.

SECTION 18. Preliminary Official Statement. The Governing Body hereby approves the Preliminary Official Statement pertaining to the sale of the Bonds, and the distribution of said Preliminary Official Statement is hereby authorized in substantially the form attached hereto as **Attachment C**.

SECTION 19. Official Statement.

(a) The Governing Body hereby approves and adopts the Official Statement pertaining to the sale of the Bonds in substantially the form of the Preliminary Official Statement 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.

(b) The Governing Body hereby approves the execution by the Mayor and the City Clerk of the Official Statement for and on behalf of this Governing Body, and the distribution of such Official Statement pertaining to the sale of the Bonds is hereby approved.

SECTION 20. Continuing Disclosure Agreement. The Governing Body hereby approves and adopts the Continuing Disclosure Agreement attached to the Preliminary Official Statement, and approves and authorizes the execution of said Continuing Disclosure Agreement by the City Clerk of the Municipality for and on behalf of the Municipality in substantially the form attached to the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the officer of the Municipality executing and delivering the same, the execution thereof to be conclusive evidence of such approval.

SECTION 21. (a) Offer for Sale as Provided in Notice. The Bonds will be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, on the date, and at the hour specified and upon the terms and conditions set out in the Notice in Section 22 hereof. On or before said date and hour, such sealed bids must be filed with the City Clerk at the place

specified in the Notice. The Governing Body reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Bonds at a private sale at any time within 60 days after the date advertised for the receipt of bids, at a price not less than the highest bid which will have been received at the advertised sale.

(b) Interest Rate Limit; Requirements of Act. In no event will the Bonds be issued at a rate of interest in excess of that allowed in the Notice, and the Bonds will in all other respects comply with the requirements of the Act.

SECTION 22. Notice of Bond Sale: Publication and Form. As required by Section 31-19-25, Mississippi Code of 1972, as amended, the City Clerk is hereby authorized and directed to give the Notice by publishing an advertisement at least 2 times in the *Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, the first publication thereof to be made at least 10 days preceding the date fixed herein for the receipt of bids. The Notice will be in substantially the following form:

NOTICE OF BOND SALE

**\$ _____ GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES
2023
(PARKS AND RECREATION IMPROVEMENTS PROJECT)
CITY OF STARKVILLE, MISSISSIPPI**

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive bids, which may be in electronic form, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of \$ _____ General Obligation Public Improvement Bonds, Series 2023 (Parks and Recreation Improvements Project), of the Municipality (the "Bonds") on Tuesday, _____, 20__, until the hour of 3:00 p.m. The City Clerk will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place. Immediately following said time on said date, said bids will be publicly opened and read, for consideration by the Governing Body at their regular meeting at 5:30 p.m. on Tuesday, _____, 20__. All bids will remain firm for 4 hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from _____, 20__; will be issued on _____, 20__; will be delivered in definitive form as registered bonds; will be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from 1 upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, calculated on the 30/360 basis, from the date thereof, payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale (the "Notice").

MATURITIES: The Bonds will mature serially, with option of prior payment, on _____ 1 in each of the years and amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2024	\$ _____
2025	\$ _____
2026	\$ _____
2027	\$ _____
2028	\$ _____
2029	\$ _____
2030	\$ _____
2031	\$ _____
2032	\$ _____
2033	\$ _____
2034	\$ _____
2035	\$ _____
2036	\$ _____
2037	\$ _____
2038	\$ _____
2039	\$ _____
2040	\$ _____
2041	\$ _____
2042	\$ _____
2043	\$ _____

REDEMPTION: Bonds maturing after _____, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 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.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of House Bill 1547, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2022 and signed by the Governor (the "Governor") of the State on March 23, 2022, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), and other applicable laws of the State (together, the "Act"), and the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on September 20, 2022, November 1, 2022, and _____, 20__ (together, the "Bond Resolution"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without

limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Parks and Recreation Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Parks and Recreation Bond Fund, including, but not limited to, that portion of the 2% of the gross income of restaurants derived from retail sales of prepare food, alcoholic and nonalcoholic beverages dedicated to Municipality parks to be expended for park and recreational improvements and the additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality for the Authorized Purpose (as defined herein and in the Bond Resolution) (together, the "Special Sales Tax"), pursuant to the Act, may be used for the payment of the principal and interest due on the Bonds.

PURPOSE: The Bonds are being issued to provide funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years (the "General Municipal Improvements Authorized Purposes"), and providing funds to acquire real property for and for constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act (the "Special Sales Tax Authorized Purposes") (together, "Authorized Purposes").

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for \$_____ General Obligation Public Improvement Bonds, Series 2023 (Parks

and Recreation Improvements Project), of the City of Starkville, Mississippi.” All bids should be submitted in substantially the form prepared by the Municipality as the Official Bid Form. A copy of the Official Bid Form may be obtained from the City Clerk of the Municipality at l.hardin@cityofstarkville.org, from Stephens Inc., Ridgeland, Mississippi (the “Municipal Advisor”), at pierce.moore@stephens.com and max.neely@stephens.com, or from Watkins & Eager PLLC, Jackson, Mississippi (“Bond Counsel”) at bdavis@watkinseager.com. All bids submitted in electronic form should be delivered via email to the Municipal Advisor at pierce.moore@stephens.com and max.neely@stephens.com. All bids not in electronic form should be sealed and delivered to the City Clerk at her office in the City Hall located at 110 West Main Street in the Municipality.

INTEREST RATE AND BID RESTRICTIONS: The Bonds will not bear a greater overall maximum interest rate to maturity than 11% per annum, nor will the interest rate for any one maturity exceed 11% per annum. No Bond will bear more than 1 rate of interest; each Bond will bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity will bear the same rate of interest from date to maturity; and the lowest interest rate specified will not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1% and a 0% rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the “Mayor and Board of Aldermen of the City of Starkville, Mississippi,” in the amount of \$256,000 as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check will be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

DTC BOOK-ENTRY: Unless specifically declined by the purchaser, the Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York (“DTC”) under DTC’s Book-entry system of registration. Purchasers of interests in the Bonds (the “Beneficial Owners”) will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the Municipality, which will be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to 6 decimal places), but such statement will not be considered a part of the bid. All bids will remain firm for 4 hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder will have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within 60 days from the date of sale thereof, and in such event the Governing Body will return to said bidder its good faith deposit. The Governing Body will have the right, at its option, to cancel its agreement to sell the Bonds if within 5 days after the tender of the Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Bonds, and in such event the Governing Body will retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder may designate a bank or trust company located within the State to serve as paying agent (the "Paying Agent") for the Bonds within 48 hours of the date of sale of the Bonds, subject to the approval of the Governing Body. The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to Registered Owners of the Bonds as of the 15th day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within 30 days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor will be made in immediately available funds.

CUSIP NUMBERS: Unless specifically declined by the purchaser, it is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any bond nor any error with respect thereto will constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds will be paid by the Municipality; the CUSIP Service Bureau charge for the assignment of said numbers will be the responsibility of and will be paid for by the purchaser.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Bond Counsel. In the opinion of Bond Counsel, interest on the Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as will be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing

papers, including a no-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS": The Municipality has not designated the Bonds as "qualified tax-exempt obligations" within the meaning and for purposes of Section 265(b)(3) of the Code.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of S.E.C. Rule 15(c)2-12, to be final and complete as of this date except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement.

ISSUE PRICE: The successful bidder shall assist the Municipality in establishing the issue price of the Bonds and shall execute and deliver to the Municipality at the closing for the Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the Municipality and Bond Counsel. The Municipality intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because: (a) the Municipality shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (b) all bidders shall have an equal opportunity to bid; (c) the Municipality may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (d) the Municipality anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice. Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds, as specified in the bid. In the event that the competitive sale requirements are not satisfied, the Municipality shall advise the winning bidder. The Municipality shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price on that maturity applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Municipality if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Municipality will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds. If the competitive sale

requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Municipality the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold. By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires. Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for the purposes of this Notice. Further, for purposes of this Notice: (a) "public" means any person other than an underwriter or a related party, (b) "underwriter" means (A) any person that agrees pursuant to a written contract with the Municipality (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (c) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or Interests by one entity of the other), and (d) "sale date" means the date that the Bonds are awarded by the Municipality to the winning bidder.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15(c)2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure

Agreement at the time of issuance and delivery of the Bonds will relieve the successful bidder from its obligation to purchase the Bonds.

MUNICIPAL BOND RATING: _____

MUNICIPAL BOND INSURANCE: _____

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on _____, 20__.

City of Starkville, Mississippi

City Clerk

(seal)

Publication Instructions:

Starkville Daily News

_____, 20__, and _____, 20__

[END OF FORM OF NOTICE]

SECTION 23. Proof of Publication. The City Clerk will obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the times and in the manner required by law, and such proof of publication will be filed in the City Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

SECTION 24. Continuing Disclosure. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Bond Resolution, failure of the Municipality to comply with the Continuing Disclosure Agreement will not be considered an Event of Default pursuant to Section 17 hereof; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Section.

SECTION 25. Book-Entry Only System. Notwithstanding anything herein to the contrary, the Bonds will 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 will be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 26 hereof, all of the outstanding Bonds will 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 Municipality and the Paying Agent will 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 will 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 this Bond Resolution to the contrary, the Municipality and the Paying Agent will 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, will 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 this Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments will 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, will receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to this 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 this 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 this Bond Resolution will refer to such new nominees of DTC.

SECTION 26. Successor Securities Depository; Transfers Outside Book-Entry Only System. 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 will (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 will 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 will designate, in accordance with the provisions of this Bond Resolution.

SECTION 27. Payments and Notices to Cede & Co. Notwithstanding any other provision of this 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 will be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 28. Non-arbitrage Bond Covenants; Non-arbitrage and Federal Tax Certificate.

(a) The Municipality covenants and certifies to and for the benefit of the 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 the findings indicating that no rebate relating to the Bonds will be required to be made under the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Bonds, then the Municipality will 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 will 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 covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Bonds, it will have received written instructions from "nationally-recognized bond counsel" with respect to specific actions which will, under 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 will comply with such instructions until the Municipality will 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 will thereafter comply with all such alternative instructions.

(c) The Municipality will 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 will 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 "market price" or "fair market value."

(e) The Mayor and/or the City Clerk are hereby authorized to execute a “non-arbitrage and federal tax certificate” 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 also setting forth certain covenants, stipulations, and certifications with respect to the investment and expenditures of the proceeds of the Bonds, and the Municipality will comply with all certifications, stipulations, and covenants set forth in such certificate. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or the Subsection 148(f) Regulations.

SECTION 29. Private Activity Bond Covenants; Tax Covenants. (a) The Municipality will take such actions as may be necessary in order to assure that the Bonds are not “private activity bonds” within the meaning of Section 141 of the Code.

(b) No more than 10% of the Bond proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(c) No more than 10% of any property with respect to which all or any part of the Bond proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(d) None of the Bond proceeds will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such Bond proceeds.

(e) The amount of Bond proceeds used with respect to any private business use which is related to a governmental use of such Bond proceeds will not exceed the amount of Bond proceeds which are used for the governmental use to which such private business use relates.

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

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Bonds be (under the terms of the Bond or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a private business use.

(h) 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 (1) were or are to be sold at substantially the same time as the Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds and (3) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality 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.

(i) The Municipality covenants and certifies that no payment of principal 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 bond proceeds will be: (1) used to make loans, the payment of principal 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 under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (A) the investment of the bond proceeds 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 Treasury of the United States of America; or (E) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(j) The Municipality covenants and certifies that, notwithstanding any provision of this 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 reasonable action 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.

SECTION 30. When Computations, Deposits, or Rebate Payments Are Not Required. In the event it is determined the Bonds do not meet the requirements of paragraph (4) of Subsection 148(f), but 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 herein are not required to be made in order to maintain the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits, or payments.

SECTION 31. Covenant Regarding Hedge Bonds. 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.

SECTION 32. Modification or Amendment. (a) No material modification or amendment of this Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of 2/3^{rds} or more in principal amount of the Bonds then outstanding; provided, however, that no modification or amendment will 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 levy taxes in an amount sufficient to pay the interest

and principal on the Bonds, as the same mature and become due, or reduce such percentage of Holders of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

(b) The foregoing will not be construed to prohibit supplemental amendments of this 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 will not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in this Bond Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in this Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under this 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 this Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Bonds; or

(3) to subject to the pledge herein contained additional revenues or receipts.

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

SECTION 33. 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 funds are required to be deposited into a fund pursuant hereto, will be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then payment of interest or principal, and premium, if any, or deposit into the funds pursuant hereto, need not be made on such date but will 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 will accrue for the period after such date.

SECTION 34. Severability; Ministerial Changes. (a) If any section, paragraph, clause, or provision of this Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any other provision hereof.

(b) In the event the Bonds are delivered in a year other than is shown as the year identifying the series of the Bonds, then the year identifying the series of the Bonds shall be changed to the year of delivery thereof.

SECTION 35. Post Issuance Compliance Procedures. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures, in substantially the form set out in **Attachment A** hereto.

SECTION 36. Bond Insurance. The Mayor is hereby authorized within her discretion to arrange for an "Insurance Policy Commitment" from a Bond Insurer for a Bond Insurance Policy. The fees and expenses of said Insurance Policy Commitment and Bond Insurance Policy may be paid for by the Municipality and may be paid for by prospective bidders for the Bonds and the Purchaser of the Bonds. The Mayor is further authorized to execute and deliver the Insurance Policy Commitment for the provision of the Bond Insurance Policy and any additional documents and certificates which are required by the Bond Insurer to provide credit enhancement in connection with the issuance of the Bonds. Any reasonable changes, insertions, and omissions, as may be required by the Bond Insurer as conditions to the issuance of its Bond Insurance Policy, to any documents are to be approved by the Mayor, such approval being hereby authorized and the execution of the Insurance Policy Commitment for said Bond Insurance Policy being conclusive evidence of such approval. In anticipation of the issuance of the Insurance Policy Commitment by the Bond Insurer for its Bond Insurance Policy, the Municipality hereby approves (1) the engagement of the Bond Insurer and (2) the references to said Bond Insurer, the Bond Insurance Policy, and the documents related to the issuance of the Bonds in all documents associated therewith and the deletion of said references if the Bond Insurer should not provide the Insurance Policy Commitment for its Bond Insurance Policy.

SECTION 37. Municipal Bond Rating. The Mayor is hereby authorized within his discretion to arrange for a municipal bond rating. The fees and expenses of said municipal bond rating shall be paid for by the Municipality. The Mayor is further authorized to execute and deliver any required documents for the provision of the municipal bond rating and any additional documents and certificates which are required by the municipal bond rating agency or agencies. Any reasonable changes, insertions, and omissions, as may be required by the municipal bond rating agency or agencies as conditions to the issuance of its municipal bond rating, to any documents are to be approved by the Mayor, such approval being hereby authorized and the execution of the documents related to such municipal bond rating being conclusive evidence of such approval. In anticipation of the municipal bond rating by the municipal bond rating agency or agencies, the Municipality hereby approves (1) the engagement of the municipal bond rating agency or agencies and (2) the references to said municipal bond rating agency or agencies and the documents related to the issuance of the Bonds in all documents associated therewith and the deletion of said references if the municipal bond rating agency or agencies should not provide the municipal bond rating.

SECTION 38. Repealer; Effective Date. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof will be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this Bond Resolution will become effective upon the adoption hereof.

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, _____, 20__.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Attachment A

Post Issuance Compliance Procedures

**PROCEDURES FOR POST-ISSUANCE COMPLIANCE
TAX-EXEMPT FINANCINGS**

**§ _____ GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS,
SERIES 2023
(PARKS AND RECREATION IMPROVEMENTS PROJECT)
CITY OF STARKVILLE, MISSISSIPPI**

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the “Procedures”) is to ensure that the tax-exempt financings of the City of Starkville, Mississippi (the “Municipality” or the “Issuer”) remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the “Code”) apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to the Issuer and its obligations.

The “Financing”

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to “bonds” but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Issuer designates the City Clerk of the Municipality (the “City Clerk”) and the Director of Finance of the Municipality (the “Director of Finance”) as the primary persons responsible for compliance with this policy (together, the Responsible Parties”). The Responsible Parties 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
- Municipality 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 Parties are 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 Parties 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 Parties are 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 Parties 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.

Dated: _____, 20__

City of Starkville, Mississippi

City Clerk

Director of Finance

(seal)

Attachment B

Proof of Publication

Starkville Daily News

October 5, 2022; October 12, 2022; October 19, 2022; October 26, 2022

AFFP

RESOLUTION OF THE MAYOR

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Ashley Doss, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 05, 2022, October 12, 2022, October 19, 2022,
October 26, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Ashley Doss

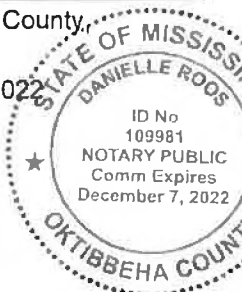
Classified Clerk

Subscribed to and sworn to me this 26th day of October 2022.

Danielle Roos

Danielle Roos, Notary Public, Oktibbeha County, Mississippi

My commission expires: December 07, 2022



00001631 00098883

Melinda Ryan
Watkins & Eager, PLLC (SDN)
P.O. Box 650
Jackson, MS 39205

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; 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:

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:

1. "Act" shall mean Senate Bill 3012, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2018 and signed by the Governor (the "Governor") of the State on March 27, 2018, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State (together, the "Act").

2. "Special Tax Authorized Purpose" shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

3. "General Municipal Improvements Authorized Purpose" shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years.

4. On November 6, 2018, the Governing Body adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the "Special Sales Tax") for the "construction, maintenance, operation, and promotion of recreation and sports tournament facilities" within the Municipality.

5. On April 16, 2019, the Governing Body adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy of the resolution to the Mississippi Department of Revenue.

6. Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.

7. Pursuant to the Authority Act, the Governing Body is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

8. Pursuant to the Act, the Mississippi Development Bank (the "Bank") has previously issued its \$14,130,000 Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued April 22, 2020, and its \$9,835,000 Special Obligation Bonds, Series 2020B (Starkville, Mississippi, Parks and Recreation Project General Obligation Bond) (together, the "Series 2020 Bonds").

9. Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the "Authorized Purposes"), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the "Bonds"), issuing a general obligation bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank"), or entering into a loan agreement and obtaining a loan from the Bank (the "Loan"), all in the maximum aggregate principal amount of \$15,000,000, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years.

10. The proceeds of the Special Sales Tax is sufficient to pay the debt service on the Bonds, the Qualified Obligation, or the Loan, on a parity with the Series 2020 Bonds.

11. The Municipality is authorized by the Municipal Improvements Act to issue the Bonds, the Qualified Obligation, or the Loan for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds, the Qualified Obligation, or the Loan to provide funds for the General Municipal Improvements Authorized Purpose.

12. The Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.

13. The Municipality reasonably expects that it will incur expenditures for the Authorized Purposes for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, and that it should declare its official intent to reimburse its general fund or special tax fund for all or a portion of such expenditures of the Authorized Purposes made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MUNICIPALITY AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the provisions of the Act.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Authority Act and the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, or enter into the Loan with the Bank pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, all in the maximum aggregate principal amount of \$15,000,000, for the

Authorized Purposes.

SECTION 3. The Bonds, the Qualified Obligation, or the Loan, may be issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, and, if issued, may be payable from legally available revenues of the Municipality, including the Special Sales Tax, provided that the Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.

SECTION 4. The Bonds and the Qualified Obligation may be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds or the Qualified Obligation according to the terms thereof; provided, however, that the Bonds and the Qualified Obligation issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, November 1, 2022, at 5:30 p.m. Pursuant to the Act, if a petition signed by not less than 10% of the qualified electors of the Municipality, or 1,500, whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of 2 years after the date above specified, and may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least 3 consecutive weeks in the Starkville Daily News, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than 21 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than 7 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan.

SECTION 7. The City Clerk is hereby directed to procure from the publisher of the Starkville Daily News the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse the Municipality's general fund or special tax fund for expenditures made for the Authorized Purposes prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 9. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds, the Qualified Obligation, or the Loan.

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

Following the reading of the foregoing resolution and discussion thereof, Alderman Mike Brooks moved and Alderman Jeffrey Rupp 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: Aye
Alderman Mike Brooks voted: Aye

Alderman Ben Carver voted: Aye
Alderman Roy A'. Perkins voted: Aye
Alderman Jeffrey Rupp voted: Aye
Alderwoman Sandra C. Sistrunk voted: Aye
Alderman Henry N. Vaughn, Sr. voted: Aye

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, September 20, 2022.

City of Starkville, Mississippi

/s/ Lynn Spruill

Mayor

ATTEST:

/s/ Lesa Hardin

City Clerk

Publication:

October 5, 2022; October 12, 2022; October 19, 2022; and October 26, 2022

Attachment C

Preliminary Official Statement

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 20__

In the opinion of Bond Counsel, under existing laws, regulations, rulings, and judicial decisions, and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Bonds (defined below) is excludable from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended. Bond Counsel is further of the opinion that under existing law, interest on the Bonds earned by the respective owners thereof is exempt from State of Mississippi income taxes. For a more complete description, see "TAX EXEMPTION" herein.

Rating: _____

\$ _____

**GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023
(PARKS AND RECREATION IMPROVEMENTS PROJECT)
CITY OF STARKVILLE, MISSISSIPPI**

DATED: _____, 20__.

DUE: _____, as shown below

Interest payable on _____, 20__, and semiannually thereafter on _____
1 and _____ 1 of each year. _____, _____, _____, will serve as
Paying Agent. The Bonds, in registered form and in the denomination of \$5,000 each, or
integral multiples thereof up to the amount of a single maturity, will mature on
_____ 1, with option of prior payment, in the years and principal amounts as
follows:

Maturity Schedule

Year of Maturity	Principal Amount	Interest Rate	Yield	Year of Maturity	Principal Amount	Interest Rate	Yield
2024	\$			2034	\$		
2025	\$			2035	\$		
2026	\$			2036	\$		
2027	\$			2037	\$		
2028	\$			2038	\$		
2029	\$			2039	\$		
2030	\$			2040	\$		
2031	\$			2041	\$		
2032	\$			2042	\$		
2033	\$			2043	\$		

The Bonds are being offered for sale in accordance with the official Notice of Bond Sale dated _____, 2023.

Sealed bids for the Bonds will be received until the hour of 3:00 p.m. on Tuesday, _____, 20__, by the City Clerk as described in the Notice of Bond Sale herein. The City Clerk will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place.

The Bonds are offered subject to the final approval of the legality thereof by Watkins & Eager PLLC, Jackson, Mississippi, Bond Counsel. It is expected that the

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 20__

Bonds will be available for delivery in book type and entry-only form delivered to DTC, New York, New York, on or about _____, 20__.

No dealer, broker, salesman, or other person has been authorized to make any representations with respect to the Bonds other than those contained in this Official Statement, and if given or made, such other information or representation must not be relied upon. This Official Statement, which includes the cover page and Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information, estimates, and expressions of opinion contained herein are subject to change without notice, and while all information has been secured from sources which are believed to be reliable, all parties preparing and distributing this Official Statement make no guaranty or warranty relating thereto. All opinions, estimates, or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the Municipality since the date hereof.

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MUNICIPALITY**

APPENDIX B – COMBINED BUDGETS FOR PUBLICATION

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APPENDIX F – NOTICE OF BOND SALE

CITY OF STARKVILLE, MISSISSIPPI

BOARD OF ALDERMEN

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

MAYOR

Lynn Spruill

CITY CLERK

Lesa Hardin

ATTORNEY FOR CITY OF STARKVILLE

**Berkley N. Huskison, Esq.
Mitchell McNutt & Sams, P.A.
Columbus, Mississippi**

WATKINS, WARD AND STAFFORD, PLLC

CERTIFIED PUBLIC ACCOUNTANTS

Starkville, Mississippi

WATKINS & EAGER PLLC

**Jackson, Mississippi
Bond Counsel**

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OFFICIAL STATEMENT

\$ _____
GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2023
(PARKS AND RECREATION IMPROVEMENTS PROJECT)
CITY OF STARKVILLE, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the sale of the General Obligation Public Improvement Bonds, Series 2023 (Parks and Recreation Improvements Project), dated and issued _____, 20__, in the principal amount of \$ _____ (the "Bonds"), of the City of Starkville, Mississippi (the "Municipality").

Reference is made to the Act as hereinafter defined, the Bond Resolution as hereinafter defined, and any and all modifications and amendments thereof for a description of the nature and extent of the security for the Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Bonds, the nature and extent of said pledge and the terms and conditions under which the Bonds are issued.

THE BONDS

Purpose and Authorization. The Bonds are being issued to provide funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years (the "General Municipal Improvements Authorized Purpose") and providing funds to acquire real property for and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act (the "Special Sales Tax Authorized Purpose" and together with the General Municipal Improvements Authorized Purpose, the "Authorized Purposes").

The Bonds will be issued pursuant to the provisions of House Bill 1547, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular

Session 2022 and signed by the Governor (the "Governor") of the State on March 23, 2022, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), and other applicable laws of the State (together, the "Act"), and resolutions adopted by the Mayor and Board of Aldermen (the "Governing Body") on September 20, 2022, November 1, 2022, and _____, 20__, authorizing and directing the issuance of the Bonds (together, the "Bond Resolution").

In order to issue the Bonds, the Governing Body adopted a resolution declaring its intention to issue the Bonds and gave notice of such intention by publication of said resolution in a newspaper published and of general circulation in the Municipality. If 20%, or 1,500, whichever had been less, of the qualified electors of the Municipality had filed a written protest against the issuance of the Bonds on or before the date specified in said resolution, an election on the question of the issuance of the Bonds would have been held. November 1, 2022, was set by the Governing Body as the date on or before which written protest was required to have been filed. No written protest having been received on or before said date, the Governing Body is now authorized and empowered by the Act to issue the Bonds without the necessity of calling and holding an election on the question of the issuance thereof.

Security. The Bonds shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Parks and Recreation Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Parks and Recreation Bond Fund, including, but not limited to, the Special Sales Tax, pursuant to the Act, may be used for the payment of the principal and interest due on the Bonds. Should there be a failure in any year to comply with the requirements of this Section, such failure will not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

Redemption. Bonds maturing after _____, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 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 it shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds (in integral multiples of \$5,000), and for all purposes of this Bond Resolution, all provisions pertaining 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.

1995 Constitutional Amendment. The qualified electors of the State of Mississippi (the "State") voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 to add the following new Section 172A (the "Amendment"):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the Bonds as they mature and become due nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect bondholders' remedies in the event of a payment default, it potentially prevents bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the bondholders in the event of a payment default with respect to the Bonds. For example, bondholders can seek a writ of mandamus to compel the Municipality to use any legally available moneys to pay the debt service on the Bonds, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to the Mississippi Constitution §175, all public officers who are guilty of willful neglect of duty may be removed from office.

CONTINUING DISCLOSURE

The Municipality will enter into a Continuing Disclosure Agreement for the benefit of holders of the Bonds wherein the Municipality will agree to provide annually certain financial information and operating data relating to the Municipality (the "Annual Reports"), and to provide notices through the Electronic Municipal Market Access ("EMMA") system established by the Municipal Securities Rulemaking Board (the "MSRB") (or such other system as may be subsequently authorized by the MSRB). The Annual Reports and notices of material events will be filed by the Municipality through the EMMA system (or such other system as may be subsequently authorized by the MSRB). The specific nature of the information to be contained in the Annual Reports or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in **Appendix E** hereto. A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange

Commission of the United States of America and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

The Municipality is responsible to make continuing disclosure filings, which include annual budgets, Annual Reports containing certain operating data and debt information, and audited financial statements, for each fiscal year. Pursuant to a prior written disclosure undertaking, the Municipality is responsible to file its Annual Reports, audited financial statements, and annual budgets within _____ days of the end of its fiscal year; if the audited financial statements are unavailable, the Municipality has previously stated in some instances to file unaudited financial statements. The audited financial statements for the Fiscal Year Ended September 30, 20____, are not yet available and will be filed when available.

The Municipality's intention is to file the information required under the continuing disclosure undertaking for the Bonds in a complete and timely manner and has retained an independent agent to monitor compliance throughout the term of the Bonds.

AUDITORS

The financial statements of the City as of September 30, 20____, have been audited by Watkins, Ward and Stafford, PLLC, Certified Public Accountants, Starkville, Mississippi, independent certified public accountants, as set forth in their report thereon appearing as **Appendix C** attached hereto. Watkins, Ward and Stafford, PLLC, has not performed any procedures relating to this Official Statement.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities. No securities of the Municipality have been in default as to principal or interest payments or in any other material respect at any time in at least the last 25 years. No principal or interest on any obligation of the Municipality is past due.

No Bond Proceeds for Current Operating Expenses. No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last ten years.

Pension Plan and PERS Liability. The Municipality has no pension plan or retirement plan for employees. All full-time employees of the Municipality are members of and contribute to the Mississippi Public Employees' Retirement System ("PERS"), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions, including employer contribution rates, are established by State statute and may be amended from time to time only by the State Legislature. The State statute currently provides for the PERS Board of Trustees to set employer contribution rates based on liabilities of the pension plan as determined by actuarial valuation. The percentage that an employer is required to contribute was increased from 14.26% to 15.75% effective July 1, 2013. The PERS Board of Trustees voted on June 26, 2018 to increase the employer contribution requirement from 15.75% to 17.40% effective July 1, 2019.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB-68"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities.

For more information on the Municipality's pension plan and obligations, see **Appendix C** attached hereto.

Legal Proceedings. There are no pending legal proceedings which might be expected to affect the Municipality's ability to perform its obligations to the registered owners of the Bonds.

Sovereign Immunity. In 1982, in *Pruett v. City of Rosedale*, the Mississippi Supreme Court (the "Supreme Court") abolished the judicial common law doctrine of sovereign immunity, effective July, 1984, and invited a legislative response by creation of statutory sovereign immunity. In 1984, the Legislature enacted a tort claims act (the "Tort Claims Act") that gave statutory sovereign immunity to the State and its political subdivisions, and then provided for a limited and capped waiver of that immunity.

The Tort Claims Act, as amended, provides a broad statutory sovereign immunity for acts and omissions of governmental entities, whether governmental, proprietary, discretionary or ministerial, including for breach of an implied contract, and without regard to whether a fee, charge or other consideration was paid. The Tort Claims Act waives this statutory sovereign immunity up to certain maximum limits of liability, except for specified circumstances; the maximum liability arising out of a single occurrence is \$500,000 for claims arising on or after July 1, 2001. Attorney fees and punitive damages are not allowed unless otherwise specifically authorized by law; trial of claims arising under the Tort Claims Act shall be conducted without a jury; a claimant must exhaust his administrative remedies before he files suit, and he must file within one year after the cause of action arises; governmental entities and their employees acting within the course and scope of their employment shall not be liable for any claims under specified circumstances; all political subdivisions must purchase liability insurance or set up self-insurance reserves sufficient to cover risks of claims under the Tort Claims Act; all governmental entities may purchase liability insurance in excess of the maximum liability and immunity shall be waived to the extent of the excess liability insurance; and any two or more political subdivisions may enter into agreement to pool liabilities through insurance or self-insurance reserves.

Under existing law, the defense of sovereign immunity would not be available to the Municipality against a claim for payment, when due, of principal of or interest on the Bonds.

Validation. The Bonds will be submitted to validation before the Chancery Court of Oktibbeha County, Mississippi, as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended.

Approval of Legal Proceedings. All legal matters in connection with the authorization and issuance of the Bonds are subject to the final approval of the legality thereof by Watkins & Eager PLLC, Jackson, Mississippi ("Bond Counsel"). Copies of such opinion will be available at the

time of delivery of the Bonds. No representation is made to the registered owners of the Bonds that Bond Counsel has verified the accuracy, completeness, or fairness of the statements in the Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Bonds except for the matters set forth in such opinion.

Tax Exemption. *Exclusion from Gross Income Pursuant to Section 103 of the Internal Revenue Code.* The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable regulations promulgated thereunder (the “Regulations”), include requirements which the Municipality must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The Municipality's failure to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Municipality has covenanted in the Bond Resolution to comply with the requirements of the Code in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

In the opinion of Bond Counsel, assuming compliance by the Municipality with the tax covenants referred to above, under existing statutes, regulations, rulings, and court decisions, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

The opinion of Bond Counsel described in the preceding paragraph is subject to the condition that the Municipality comply with all requirements of the Code and the Regulations, including, without limitation, certain limitations on the use, expenditure, and investment of the proceeds of the Bonds and the obligation to rebate certain earnings on investments of proceeds to the United States of America, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Municipality has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds.

Section 265(b)(1) of the Code provides that financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 (other than “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code). The Municipality has not designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B) of the Code.

Bond Counsel will not address or opine with respect to any federal tax consequences arising with respect to the Bonds, other than its opinion with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code and its opinion that the Bonds are not “specified private activity bonds.” Prospective investors, particularly those who may be subject to special rules, are advised to consult their own

tax advisors regarding the federal tax consequences of owning and disposing of the Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Bond Counsel is further of the opinion that under and pursuant to the Act, the Bonds and interest thereon are exempt from all income taxes imposed by the State and any county, municipality, and other political subdivision of the State.

Original Issue Premium. Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) (the "Series 2023 Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Series 2023 Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a holder's basis in a Series 2023 Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such holder. Holders of Series 2023 Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

Original Issue Discount. To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each holder thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of Bonds is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant rate compounded on periodic compounding (with straight-line interpolations between compounding dates). In general, the length of the interval between periodic compounding dates cannot exceed the interval between debt service payments on such Bonds and must begin or end on the date of such payments. The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption or payment on maturity) of such Bonds. Holders of the Bonds should consult with their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds are sold to the public.

Future Federal Legislation. The federal government is considering various legislative proposals for reducing the federal budget deficit and the federal debt and promoting economic growth, and some of these proposals, if enacted, could affect the tax-exempt status and/or market price or marketability of state and local bonds, such as the Bonds. In addition, future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly and retroactively, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent holders from realizing the full current benefit of the tax status of such interest. The

introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

In addition, prospective purchasers of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of the federal alternative minimum tax, the environmental tax, the branch profits tax and the tax on passive investment income of corporations, as well as the applicability and effect of any other collateral federal income tax consequences.

Impact of COVID-19 on the Municipality.

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, which was first detected in China and has since spread to other countries, including the United States, the State, and the Municipality, has been declared a pandemic by the World Health Organization.

The outbreak of the disease has affected travel, commerce, and financial markets globally and is widely expected to affect economic growth worldwide. The COVID-19 outbreak is altering the behavior of businesses and people in a manner that is having negative effects on global and local economies, including the State and the Municipality. In addition, financial markets in the United States and globally have seen significant declines and volatility attributed to concerns over COVID-19. Continued declines or volatility in the financial markets may constrain market access and credit availability to borrowers, including governmental entities such as the State and the Municipality.

On January 31, 2020, the Secretary of Health and Human Services declared COVID-19 a “public health emergency,” under Section 319 of the Public Health Service Act (42 U.S.C. 247d). On March 13, 2020, President Donald J. Trump declared the COVID-19 outbreak a “national emergency,” which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation. On March 27, 2020, the Congress of the United States passed and President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), a \$2 trillion relief package related to responding to the COVID-19 outbreak and its impacts on the economy of the United States.

On March 24, 2020, Mississippi Governor Tate Reeves issued Executive Order No. 1463 pursuant to Section 33-15-11(b)17, Mississippi Code of 1972, as amended, declaring a State of Emergency, and issued a Supplement to Executive Order No. 1463 on March 26, 2020. On April 1, 2020, the Governor issued Executive Order No. 1466 implementing a statewide shelter-in-place, with exemptions for certain essential activities. On April 17, 2020, the Governor issued Executive Order No. 1473, extended the statewide shelter-in-place until Monday, April 27, 2020. On April 23, 2020, the Governor issued Executive Order No. 1476 implementing school closures for the remainder of the current academic year. On April 24, 2020, the Governor issued Executive Order No. 1477 establishing the statewide safer-at-home order through May 11, 2020,

to balance the interests of protecting public health while reopening portions of the economy of the State. On May 8, 2020, the Governor issued Executive Order No. 1480 extending the statewide safer-at-home order through May 25, 2020, and stating certain social distancing guidelines that be adhered to in order to safely reopen certain categories of businesses. On May 28, 2020, the Governor issued Executive Order 1492 to establish the "Safe Return" protocols for restarting the economy of the State. As of 11:59 p.m. on November 20, 2021, the Governor allowed all Executive Orders declaring a COVID-19 State of Emergency related to expire. The Executive Orders and Supplements to the Executive Orders are available for review at www.sos.ms.gov.

The finances of the Municipality may be materially adversely affected by the continued spread of COVID-19, which could affect ad valorem tax and sales collections of the Municipality, therefore potentially impacting the ability of the Municipality to pay the principal of and interest on the Bonds. The impact of the outbreak on the operations and economy of the Municipality cannot be predicted due to the dynamic nature of the outbreak, including uncertainties relating to its duration and severity, as well as what actions may be taken by governmental authorities and other institutions to attempt to contain or mitigate its impact. The financial projections contained in this Official Statement have not been updated to reflect any potential impact of the COVID-19 outbreak.

The economy and finances of the Municipality may be materially adversely affected by the impact of COVID-19 on the Municipality and the State.

Although the potential impact of COVID-19 on the Municipality cannot be predicted at this time, the continued spread of the outbreak could have a material adverse effect on the Municipality.

Miscellaneous. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Municipality has prepared this Official Statement which it deems, for purposes of the Rule, to be final and complete except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed this Official Statement. Upon the sale and award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as this Official Statement subject to minor

additions, deletions, and revisions as required to complete this Official Statement. If requested, the Municipality will furnish a reasonable number of copies of the Official Statement to the successful bidder of the Bonds without charge within seven business days after the sale and award of the bid. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any underwriter identification determined by the Municipality to be necessary for the Official Statement within 24 hours after the sale and award of the Bonds.

A copy of this Official Statement may be obtained from:

Lesa Hardin
City Clerk
City of Starkville, Mississippi
lhartin@cityofstarkville.org
(662) 323-2525

or

Brad C. Davis, Esq.
Bond Counsel
Watkins & Eager PLLC
bdavis@watkinseager.com
(601) 965-1988

City of Starkville, Mississippi

/s/ Lynn Spruill

Mayor

/s/ Lesa Hardin

City Clerk

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Appendix A

Economic and Demographic Information of the Municipality

Appendix B

Combined Budgets for Publication

Appendix C

Audited Financial Statements for the Fiscal Year Ended September 30, 20__

Appendix D

Form of Bond Counsel Opinion

_____, 20__

To Whom It May Concern:

We have acted as bond counsel in connection with the issuance by City of Starkville, Mississippi (the "Municipality"), of its \$_____ General Obligation Public Improvement Bonds, Series 2023 (Parks and Recreation Improvements Project), dated and issued _____, 20__ (the "Bonds"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion, including House Bill 1547, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2022 and signed by the Governor (the "Governor") of the State on March 23, 2022, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), and other applicable laws of the State (the "Act"), and resolutions adopted by the Mayor and Board of Aldermen of the Municipality (the "Governing Body") on September 20, 2022, November 1, 2022, and _____, 20__, authorizing and directing the issuance of the Bonds (together, the "Bond Resolution").

As to questions of fact material to our opinion we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation, and we express no opinion relating to the accuracy, completeness or sufficiency of any offering material relating to the Bonds.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds are valid and binding general obligations of the Municipality.
2. All taxable property in the territory of the Municipality is subject to ad valorem taxation without limitation as to rate or amount to pay the Bonds. The Municipality is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent the necessary funds are not provided from other sources.
3. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and interest on the Bonds is not treated as a specific item of tax preference under Section 57 of the Code in calculating the alternative minimum tax imposed by Section 55 of the Code; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

4. The Governing Body has covenanted in the Bond Resolution and in the Federal Tax Certificate of even date herewith that the Municipality will not make any use of the gross proceeds of the Bonds or amount that may be treated as proceeds of the Bonds or do or take or omit to take any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the regulations promulgated thereunder; (ii) the interest on the Bonds to be includable in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code. Failure of the Municipality to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue.

5. In rendering the foregoing opinion, Bond Counsel has assumed the continuing compliance by the Municipality with the tax covenants and representations in the Bond Resolution and the representations in the Federal Tax Certificate. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Bonds, the use of any facility, equipment, or improvement financed or refinanced directly or indirectly with the proceeds of the Bonds, and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds have resulted in a failure of the Municipality to comply with its covenants. Failure of the Municipality to comply with such covenants could result in the interest on the Bonds becoming subject to federal income tax from the date of issue. Owners of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes and the effect of any other collateral federal income tax consequences.

6. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

7. Under existing statutes, regulations, and court decisions as presently interpreted and construed, interest on the Bonds earned by the respective owners thereof is excludable from gross income for purposes of computing income taxes imposed by the State.

8. It is understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar law affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

9. In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement or any other statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

10. In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other

proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

WATKINS & EAGER PLLC

Appendix E

Form of Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF STARKVILLE, MISSISSIPPI

This Continuing Disclosure Agreement (the "Disclosure Certificate") is executed and delivered by the City of Starkville, Mississippi (the "Municipality"), in connection with the issuance of its \$_____ General Obligation Public Improvement Bonds, Series 2023 (Parks and Recreation Improvements Project), dated and issued _____, 20__ (the "Bonds"). The Bonds are being issued pursuant to House Bill 1547, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2022 and signed by the Governor (the "Governor") of the State on March 23, 2022, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), and other applicable laws of the State, and resolutions adopted by the Mayor and Board of Aldermen (the "Governing Body") on September 20, 2022, November 1, 2022, and _____, 20__ (together, the "Bond Resolution").

The Municipality covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Agreement is being executed and delivered by the Municipality for the benefit of the Bondholders and Beneficial Owners and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5) (as further defined herein).

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Resolution which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the Municipality pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" means a banking institution or other person or entity appointed by resolution of the Municipality as the Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Municipality and which has provided the Municipality a written acceptance of such designation.

"EMMA" means MSRB's Electronic Municipal Market Access system on the MSRB Website.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include

municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Event” means any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

“MSRB Website” means www.emma.msrb.org.

“National Repository” means (a) MSRB’s EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

“Official Statement” means the Official Statement dated _____, 20__, pertaining to the Bonds.

“Participating Underwriter” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” means each National Repository and the State Repository.

“Required Electronic Format” means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” means the State of Mississippi.

“State Repository” means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

“Submission Date” means the date on which the Annual Report is submitted to the Repositories pursuant to Section 3 of this Disclosure Certificate, which shall be a date not later than 1 year after the end of the Municipality's fiscal year (presently September 30), commencing with the report for the 20__ fiscal year.

SECTION 3. Provision of Annual Reports.

(a) The Municipality shall, or shall cause the Dissemination Agent to, not later than the Submission Date, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Municipality may be submitted separately from the balance of

the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Municipality's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than 15 Business Days prior to the Submission Date, the Municipality shall provide the Annual Report to the Dissemination Agent (if other than the Municipality). If the Municipality is unable to provide to the Repositories an Annual Report by the Submission Date, the Municipality shall send a notice to each Repository or the Municipal Securities Rulemaking Board and the State Repository, if any, in substantially the form attached as "Exhibit A."

(c) The Dissemination Agent shall:

(1) determine each year prior to the Submission Date the name and address of each National Repository and the State Repository, if any; and

(2) if the Dissemination Agent is other than the Municipality, file a report with the Municipality certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Municipality's Annual Report shall contain or include by reference (a) financial information of the type included in the subsections of the Official Statement entitled "Assessed Valuation," "Tax Levy Per \$1,000 Valuation," and "Ad Valorem Tax Collections" and (b) the audited financial statements of the Municipality for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Municipality's audited financial statements are not available by the Submission Date, the audited financial statements shall be filed in the same manner as the Annual Report. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Municipality or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Municipality shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events. The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of 10 business days after the occurrence thereof:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership, or similar event of the Municipality;
- (13) consummation of a merger, consolidation, or acquisition involving the Municipality, the sale of all or substantially all of the assets of the Municipality other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation (as defined herein and in the Rule) of the Municipality, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Municipality, any of which may affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Municipality, any of which reflect financial difficulties.

The events listed above are quoted from the Rule and some may not be applicable to the Municipality or the Bonds.

SECTION 6. Termination of Reporting Obligation. The Municipality's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Municipality shall give notice of such termination in the manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Municipality may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Disclosure Certificate. From the date hereof until such time (if any) that the Municipality appoints a Dissemination Agent, or if a Dissemination Agent appointed by the Municipality resigns or is discharged and the Municipality does not appoint a successor Dissemination Agent, the Municipality, acting through the City Clerk of the Municipality, shall carry out the duties of the Dissemination Agent under this Disclosure Certificate.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Municipality may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, only if (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the Municipality, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the Municipality receives an opinion of nationally recognized bond counsel to the effect that the amendment or waiver does not materially impair the interests of the holders and beneficial owners of the Bonds. A copy of any amendment will be filed in a timely manner with each Repository.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Municipality chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Municipality shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Municipality to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Municipality to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Municipality agrees to indemnify and save the Dissemination Agent, its officers, directors, employees, and agents, harmless against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Municipality under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Municipality, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 20__

City of Starkville, Mississippi

(seal)

City Clerk

EXHIBIT A

**NOTICE TO REPOSITORIES OF
FAILURE TO FILE ANNUAL REPORT**

Name of Municipality: City of Starkville, Mississippi

Name of Issue: \$_____ General Obligation Public Improvement Bonds, Series
2023 (Parks and Recreation Improvements Project)

Date of Issuance: _____, 20__

NOTICE IS HEREBY GIVEN that the Municipality has not provided an Annual Report with respect to the above-referenced Bonds as required by the Bond Resolution. The Municipality anticipates that the Annual Report will be filed by _____, 20__.

Date: _____, 20__

Appendix F

Notice of Bond Sale



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Airport
AGENDA DATE: 4-4-2023
PAGE: 1 of 1

SUBJECT: Request Approval of the Lowest for the Erection of a Corporate Hangar and Related from King Construction LLC in the amount of \$ 42,000.00.

AMOUNT & SOURCE OF FUNDING: 2023 AIP/BILL Grant

FISCAL NOTE: Approved by the Airport Board on March 30, 2023

**REQUESTING
DEPARTMENT:** Starkville Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln
Airport Director

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: Two Quotes: King Construction - \$42,000.00
Tabor Construction -\$49,510.50

STAFF RECOMMENDATION: Motion to approve

Quotation

Erection of Corporate Hangar and Related

Proposal of King Construction LLC (hereinafter called Contractor), organized and existing under the laws of the State of Mississippi, doing business as King Construction * to the City of Starkville, Mississippi (hereinafter called OWNER).

To: Mr. Rodney Lincoln, Airport Director
George M. Bryan Field
Post Office Box 1424
112 Airport Road
Starkville, Mississippi 39760
(662) 418-5900

1. The undersigned Contractor proposes and agrees, if this Quotation is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, Contractor represents that it has familiarized itself with the nature and extent of the Work, site, locality, and all local conditions that in any manner may affect cost, progress, performance of the Work; and that this quotation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
3. Contractor agrees that the Work will be substantially complete within 45 calendar days after the date of the agreement, and completed and ready for final payment within 60 calendar days after the date of the agreement.
4. Contractor proposes to complete the Work for the following prices:

(Complete Bid Schedule on Following Pages)

***Note: Insert "a corporation", "a partnership", or "an individual" as applicable**

Proposal

Note: The descriptions provided to identify each Lump Sum item of work are intended to generally identify the major items of work for each lump sum item, and are not to be construed to fully define or limit the items or work required by the Contract Documents. All items of work required to complete the project in accordance with the Contract Documents will be required.

LUMP SUM ITEMS

ITEM 1. CORPORATE HANGAR ERECTION

Contractor to erect building and install bi-fold door and door operator in accordance with manufacturer's instructions. The Contractor shall furnish and install anchor bolts as specified; furnish and install wall and roof insulation as specified. Prior to installation of wall and roof sheeting, the Contractor shall touch up the primer on all structural steel components with a primer or zinc-rich paint supplied by the hangar manufacturer.

Lump Sum of \$ 42,000. ^{CC}

(Price in Words forty-two thousand dollars, Lump Sum)

Contractor's Estimated Total **BID** Price

\$ 42,000. ^{CC}

OWNER'S Verified Total **BID** Price

\$ _____

NOTE: In case of any discrepancy, WORDS shall govern. In case of a discrepancy between unit prices and extended prices, the written unit price times the quantity shall govern.

SUBMITTED on the 27 day of March 2023.

If BIDDER is:
An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone No: _____

A Partnership

By _____ (SEAL)
(Firm Name)

Business address: _____
(General Partner)

Phone No: _____

A Corporation

By King Construction, LLC
(Corporation Name)

Mississippi
(State of Incorporation)

By Ali Ali
(Name of Person Authorized to Sign)

owner
(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: PO Box 773

Louisville MS 39339

Phone No: 662-803-1343

A Joint Venture

By _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Quotation

Erection of Corporate Hangar and Related

Proposal of Tabor Construction and Development (hereinafter called Contractor), organized and existing under the laws of the State of Mississippi, doing business as Tabor Construction and Development * to the City of Starkville, Mississippi (hereinafter called OWNER).

To: Mr. Rodney Lincoln, Airport Director
George M. Bryan Field
Post Office Box 1424
112 Airport Road
Starkville, Mississippi 39760
(662) 418-5900

1. The undersigned Contractor proposes and agrees, if this Quotation is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, Contractor represents that it has familiarized itself with the nature and extent of the Work, site, locality, and all local conditions that in any manner may affect cost, progress, performance of the Work; and that this quotation is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
3. Contractor agrees that the Work will be substantially complete within 45 calendar days after the date of the agreement, and completed and ready for final payment within 60 calendar days after the date of the agreement.
4. Contractor proposes to complete the Work for the following prices:

(Complete Bid Schedule on Following Pages)

***Note: Insert "a corporation", "a partnership", or "an individual" as applicable**

Proposal

Note: The descriptions provided to identify each Lump Sum item of work are intended to generally identify the major items of work for each lump sum item, and are not to be construed to fully define or limit the items or work required by the Contract Documents. All items of work required to complete the project in accordance with the Contract Documents will be required.

LUMP SUM ITEMS

ITEM 1. CORPORATE HANGAR ERECTION

Contractor to erect building and install bi-fold door and door operator in accordance with manufacturer's instructions. The Contractor shall furnish and install anchor bolts as specified; furnish and install wall and roof insulation as specified. Prior to installation of wall and roof sheeting, the Contractor shall touch up the primer on all structural steel components with a primer or zinc-rich paint supplied by the hangar manufacturer.

Lump Sum of \$ 49,510.50

(Price in Words Forty nine thousand five hundred ten dollars and fifty cents., Lump Sum)

Contractor's Estimated Total **BID** Price \$ 49,510.50

OWNER'S Verified Total **BID** Price \$ _____

NOTE: In case of any discrepancy, WORDS shall govern. In case of a discrepancy between unit prices and extended prices, the written unit price times the quantity shall govern.

SUBMITTED on the 28th day of March 2023.

If BIDDER is:
An Individual

By _____ (SEAL)
(Individuals Name)

doing business as _____

Business Address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____ (General Partner)
Business address: _____

Phone No.: _____

A Corporation

By Tabor Construction and Development of MS INC
(Corporation Name)

Mississippi

(State of Incorporation)

By Jermery Tabor
(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest Jerry Tabor
(Secretary)

Business address: 200 South Montgomery Suite 201

Starkville MS 39759

Phone No.: 662-324-0506

A Joint Venture

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

GENERAL REQUIREMENTS

1. SCOPE OF WORK

The work includes erection of the hangar building provided under separate contract by the hangar manufacturer in accordance with the manufacturer's recommended installation procedures, including providing all anchor bolts, insulation, and other appurtenances required to produce a complete, functional building suitable for the Owner's use.

All electrical fixtures and installation will be provided and installed under a separate contract.

These General Requirements emphasize certain elements of the Work that may not be obvious.

2. SITE ACCESS

Access to the site will be through an existing gate and drive northeast of the proposed hangar location. The staging area will be the completed concrete apron and taxiway adjacent to the building foundation. The Contractor shall coordinate with the Airport Director and adhere to all rules regarding site access and airport security.

The Contractor shall maintain the staging area and job site free of litter and debris and shall return the staging area to the Owner at the completion of the project in as good or better condition as it was prior to mobilization.

No equipment or truck traffic will be required or allowed on the taxiway areas not immediately adjacent to the proposed hangar location. All vehicles, equipment and stored material shall be maintained within the designated staging area. Barricades shall be provided by the Airport Manager to keep aircraft off the taxiway adjacent to the work area. The Contractor shall manage the construction site to minimize interference and inconvenience to airport operations.

The Contractor shall select construction equipment that can perform the required tasks without damage to the asphalt surface of the adjacent taxiway areas or concrete surface of the apron and connecting taxiway. It is the intention of this specification that there shall be no traffic of any kind on any areas other than those designated for the Contractor's use.

3. WORKMANSHIP

It is the intent of the specifications that in all particulars, the workmanship, methods and materials of construction shall conform to best practice and that the equipment and accessories as furnished and installed shall be complete and ready to operate.

4. PROJECT COORDINATION

The Contractor shall coordinate work with other trades that may be involved with the project.

5. PROTECTION OF PROPERTY

Existing power lines, piping, fences, ditches, embankments, and other structures in vicinity of the work not authorized to be removed shall be protected from injury by the Contractor during the construction and until completion of the work. The Contractor shall be liable for all damages done to such existing facilities and structures and shall save the Owner harmless from any liability or expense for damages or repairs to such facilities.

The components of the hangar building will be inspected by the Contractor and Engineer prior to and during unloading. Any damage noted prior to unloading shall be the responsibility of the Owner. Any damage occurring during building erection or installation shall be the responsibility of the Contractor.

6. SITE MAINTENANCE AND CLEANUP

The Contractor shall clean up behind the Work each day as the Work progresses. Trash and debris from employee lunches, packaging materials, trimmed wiring, insulation, etc., shall not litter this site at any time. It should be noted that due to ongoing aircraft operations, such litter may cause damage to aircraft engines. The Contractor shall be responsible for any such damage that occurs from debris originating from construction activity covered by this contract.

Upon completion of the Work and prior to final acceptance of the Work and payment, the Contractor shall remove all surplus and discarded materials, rubbish, etc., from the Owner's property. The Contractor shall clean the facilities constructed so that no further cleaning is required by the Owner prior to placing the facilities in service.

7. CONTRACT CLOSEOUT

The sequence of events for Contract closeout should be generally as follows:

1. Owner may require use of substantially completed portions of the Work without such use constituting acceptance.
2. Contractor will request Substantial Completion inspection of the Work, and Engineer and Owner will make inspection and prepare punch list of items to be completed or corrected. Engineer will issue dated Substantial Completion Certificate with list of items to be completed or corrected attached.
3. Contractor will complete punch list items and request final inspection, which will be made by Contractor, Engineer and Airport Manager.

4. Contractor will request final payment.
5. Engineer will issue Recommendation of Final Payment with release of retainage.

8. WARRANTY

Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by abuse, modification, or improper maintenance or operation by persons other than Contractor, subcontractors, or suppliers; or normal wear and tear under normal usage. The Contractor's warranty period shall extend for one year from the date of final approval.

9. OTHER MISCELLANEOUS ITEMS

Safety barricades will be provided by the Owner for the Contractor's use in controlling aircraft traffic on the apron adjacent to the work area. The barricades shall be returned to the Owner in good condition at the end of the project.

HANGAR ERECTION

1. GENERAL

The intent of this section is to provide additional information relevant to erection of the Hangar building supplied by the Owner. The work included shall consist of erecting the building in accordance with the manufacturer's instructions.

Hangar bay door, operator and control will be furnished with the building. Pedestrian doors shall be furnished with the building.

Anchor bolts, roof, wall and door insulation, shall be provided and installed under this contract.

The hangar structure will arrive coated with gray primer or galvanized coating.

2. ANCHOR BOLTS

All anchor bolts required for erection of the building shall be furnished and installed under this contract. Anchor bolts shall be HILTI HAS-E-10, ¾ inch diameter, threaded rods for use with HVU capsules and HIT adhesive anchoring systems, or approved equal. Minimum embed for bolts shall be 7 inches, or as recommended by the manufacturer. Anchor bolts shall protrude from the concrete foundation the distance recommended by the hangar manufacturer. Anchor bolts shall not be cut without prior inspection of witness marks by the Engineer.

3. PAINTING OF STRUCTURAL STEEL COMPONENTS

The hangar structure will arrive coated with primer. Any damage to the primer coating shall be repaired with touch up primer supplied by the manufacturer. Any damage done to the galvanized coating shall be repaired with zinc-rich paint, or as approved by the manufacturer.

4. INSULATION

Insulation for roof, wall and the hangar bay door shall be furnished and installed under this contract. Roof panels shall be insulated with R-10 fiberglass insulation with vinyl backing on the interior side. Vinyl backing shall be LAMTEC WMP-30 or equal. All joints and seams to be taped with matching vinyl tape for a neat sealed installation.

Insulation shall be installed straight and true and without wrinkles.

5. BASIS OF PAYMENT

This is a reference specification and will not be paid for separately under this specification.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Airport
AGENDA DATE: 4-4-2023
PAGE: 1 of 35

SUBJECT: Request Approval of Work Authorization Number 23-01 2023 Terminal Project - Design of Building, Parking and Related Improvements with Clearwater Consultants, Inc. in the amount of \$459,140.00 from the FAA Airport Terminal Grant Program

AMOUNT & SOURCE OF FUNDING: \$459,140.00 from the 2023 FAA Airport Terminal Grant

FISCAL NOTE: Approved by the Airport Board on March 27, 2023

**REQUESTING
DEPARTMENT:** Starkville Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln
Airport Director

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

STAFF RECOMMENDATION: Motion to approve to Advertise for Airport Engineering Consultant Services for June 2023 through May 2028 at the George M. Bryan Field

EXHIBIT A

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 23-01

2023 Terminal Project – Design of Building, Parking and Related Improvements

Project Identification No. 3-28-0068-

Date: April 5, 2023

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 6, 2017.

Scope of Services

The Engineer shall provide Professional Services for the 2023 Terminal Project which shall be comprised of a new terminal building, parking area, fencing, landscaping, drainage and related improvements. See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will be 160 days from the date of this agreement.

Compensation

1. Basic Services:

- | | | | |
|-----|--|-------------|------------|
| (a) | Grant Pre-Application, Environmental (CATEX), Final Grant Application and Administrative | Lump Sum of | \$ 19,200 |
| (b) | Preliminary Services, Project Design (Architectural, Structural, Mechanical, Electrical, Geotechnical, Civil and Landscape) Preparation of Construction Drawings, Technical Specifications, Contract Documents and Regulatory Review | Lump Sum of | \$ 410,940 |

2. Special Services: Budget for Special Services is as follows:

- | | | |
|-----|--|-----------|
| (a) | Topographic Survey, Geotechnical Investigation and Related | \$ 11,000 |
| (b) | Landscape Design | \$ 18,000 |

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



Carey Hardin, P.E., President

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 23-01

2023 Terminal Project – Design of Building, Parking and Related Improvements

PROJECT DESCRIPTION:

The OWNER intends to perform runway extension, re-alignment, rehabilitation, lighting, drainage improvements, extension of parallel taxiway and related improvements to 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.

B. DESIGN PHASE: After written 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 documents to appropriate agencies for approvals.
4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

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. 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.
- F. 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.
- G. 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.
- H. Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- I. Preparation of Disadvantaged Business Enterprise (DBE) Plans and/or Updates for existing DBE Plans, as required.

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. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services.

SECTION IV – TITLE VI ASSURANCES

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest agree as follows:

- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are hereinafter incorporated by reference and made a part of this contract.
- B. Non-Discrimination. The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of Regulations.
- C. Solicitations for Subcontracts, Including Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, such potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal

Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Non-Compliance. In the event of the ENGINEER's non-compliance with the non-discrimination provisions of this Agreement, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the ENGINEER under the Agreement until the ENGINEER complies; and/or
2. Cancellation, termination, or suspension of the Agreement in whole or in part.

F. Incorporation of Provisions. The ENGINEER shall include the provisions of Paragraphs A through E of Section D.10. in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER, and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

G. DBE Assurances:

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
2. DBE Obligation. The ENGINEER agrees to ensure that DBE's participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The ENGINEER or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

SECTION V – ARCHITECTURAL SERVICES

The Scope of Services described in the following Agreement for Architectural is incorporated herein by reference.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 2 day of March in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Clearwater Consultants, Inc.
P.O. Box 1328, Starkville, MS 39760
Telephone Number: 662-323-8000

and the Architect:
(Name, legal status, address and other information)

Seay, Seay & Litchfield, P.C.
2431 West Main Street, Suite 101, Dothan, AL 36301
Telephone Number: 334-791-5248

for the following Project:
(Name, location and detailed description)

Starkville Airport Terminal
Starkville, MS
New airport terminal in Starkville, MS

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

New airport flight terminal at George M. Bryan Airport.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The site is located at 120 Airport Road, Starkville, MS 39759.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Tentatively set at Four Million, Five Hundred Thousand Dollars.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

.2 Construction commencement date:

November 1, 2023

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Carey Hardin
P.O. Box 1328, Starkville, MS 39760
Telephone Number: 662-323-8000

Email Address: cfh@clearwaterconsultants.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Tony Coleman
2431 West Main Street Suite 101 Dothan, AL 36301
Telephone Number: 334-791-5248

Email Address: tcoleman@sslarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

LBYP, Inc.

1100 South College Street Suite 201 Auburn, AL 36832
Telephone Number: 334-246-0155

.2 Mechanical Engineer:

Conway & Owen

2515 East Glenn Avenue Suite 304 Auburn, AL 36832
Telephone Number: 334-826-8858

.3 Electrical Engineer:

Conway & Owen

2515 East Glenn Avenue Suite 304 Auburn, AL 36832
Telephone Number: 334-826-8858

§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1000000.00) each accident, One Million Dollars and Zero Cents (\$ 1000000.00) each employee, and One Million Dollars and Zero Cents (\$ 1000000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per claim and One Million Dollars and Zero Cents (\$ 1000000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect

§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	See Article 12
§ 4.1.1.10 Architectural interior design	Architect (included in Basic Services)
§ 4.1.1.11 Value analysis	Architect - See Article 12
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect (Hourly - See Paragraph 3.2.6)
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Architect - See Article 12
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	See Article 12
§ 4.1.1.21 Telecommunications/data design	See Article 12
§ 4.1.1.22 Security evaluation and planning	See Article 12
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	See Article 12
§ 4.1.1.29 Other services provided by specialty Consultants	See Article 12
§ 4.1.1.30 Other Supplemental Services	See Article 12
Photorealistic Rendering & Virtual Reality	Architect (Hourly - See Attachment "A")

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.2.1.1 Programming Services:

The Architect will provide the Owner with programming services to outline project goals and space requirements. Services/deliverables included under these programming services shall include travel to similar facilities, written program document outlining space requirements, equipment descriptions and operational requirements, spatial adjacency requirements including a graphic document delineating the functional relationships between spaces, and a cost-per-square foot based cost estimate. The Architect will be compensated on an hourly basis in accordance with the hourly rates included in Attachment A.

4.1.2.1.2 - Measured Drawings and Existing Facilities Survey:

At the time of the agreement, the project is anticipated to be a renovation of the existing facilities. Existing drawings of the facility have been provided. However, if during the course of the project a need for detailed

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measured drawings of the existing facilities are determined to be required, the Architect will provide the detailed measured drawings as a Supplemental Service. The Architect will be compensated at the hourly rates included in Attachment A to this agreement for time and expenses incurred in producing the detailed measured drawing.

4.1.2.1.3 Landscape Design:

The Architect, as a Supplemental Service, with direction from the Owner to the Architect, will provide landscape plans and specifications including plant material selections as well as design of permanent in-ground irrigation systems. The cost of all plant materials, permanent irrigation systems, and the labor required for installation of the specified plantings and irrigation systems shall be included in the Cost of the Work for determination of the Architect's Basic Fee.

If the Landscape Design and/or Installation of landscape design is provided directly by the Owner, the Architect will be compensated in accordance with Article 4.1.2.1.7.

4.1.2.1.4 Architectural Interior Design:

The Architect, as part of Basic Services, will provide basic interior design services. Basic interior design services shall be defined as design of all permanent walls, floors, ceilings, and the permanent finishes and fixtures that are applied to the walls, floors, and ceilings. The cost for all permanent finishes and fixtures shall be included in the Cost of the Work for the determination of the Architect's Basic Fee. The Architect will also provide a schematic layout for Owner procured furnishings, fixtures, and equipment (FF&E). The Architect will, as a part of Basic Design Services, design all building systems and components, electrical services, plumbing services and other means necessary for the proper installation and operation of the proposed Owner furnished Furniture, Fixtures, and Equipment.

4.1.2.1.5 Conformed Documents for Construction:

As part of Basic Services, the Architect shall prepare conformance documents that incorporate all changes to the bid documents that were made by addendum and/or a value engineering process after the completion of the Construction Document phase. The Architect will provide printed copies of the Conformance Documents to the Owner in the quantities listed in Article 11 of this agreement. The Architect will also provide digital copies of the Conformance Documents to the Contractor for reproduction at the Contractor's Expense. No printed copies of the bid documents or conformance documents will be provided by the Architect to the Contractor and prospective bidders as a part of the Architect's Basic Services.

4.1.2.1.6 Architect's Coordination of Owner's Consultants:

The Architect shall coordinate with the Owner's consultants regarding the required scope of work, type and quality of deliverables required, and timeframes for completion of the work required by the Owner's Consultants. The Architect will communicate with the Owner's Consultants via the Owner's Representative. The Architect will be compensated as follows for coordination with the Owner's Consultants:

- 1) Where the work of the Owner's Consultant(s) result in equipment/systems/installation that is included in the scope of the Contract for General Construction, the cost of all equipment/systems/installation will be included in the Cost of the Work for determination of the Architect's Basic Fee.
- 2) Where the Owner's Consultant prepares and executes separate bid packages/Contracts for specialty construction that are not included in the scope of the Contract for General Construction, the Architect shall be compensated on an hourly basis in accordance with the hourly rates included in Attachment A for all time spent coordinating the scope of services being provided by the Owner's Consultants.

4.1.2.1.7 Furniture, Furnishings, and Equipment Design

As a Supplemental Service, the Owner may direct the Architect to provide Comprehensive Interior Design Services. The scope of comprehensive interior design services will be defined in writing prior to beginning the supplemental services but may include furniture selection, detailed systems furniture design, preparation of competitive bid packages for furniture (including systems furniture), detailed interior wayfinding and room signage design, and selection of artwork. The Architect will be compensated as follows for comprehensive interior design: Where the furniture, furnishings, and equipment is included in the scope, the Architect will be compensated on an hourly basis in accordance with the hourly rates included in Exhibit C for time spent in design, documentation,

procurement, and bidding phase services related to the furniture, furnishing, and equipment systems agreed upon in the scope of the comprehensive interior design services.

4.1.2.1.8 Photorealistic Rendering and Virtual Reality

The Architect intends to design and document the Project using Building Information Modeling Software. Thus, rudimentary three dimensional renderings and viewing of the BIM model during the design process will be provided to the Owner at no additional cost to assist in providing a general understanding of the design intent including size, scale, and proportions of building elements. The rudimentary three dimensional renderings and viewing of the BIM model shall not be construed by the Owner to be an accurate representation of material color, texture, and/or final appearances of building elements. The scope of basic services does not include photorealistic renderings of the proposed design or viewing of the project in virtual reality. If during the course of the design, photorealistic renderings and/or virtual reality experiences are deemed necessary by the Owner, the Architect will provide a fee proposal for the time and effort required to provide the rendering or virtual reality experience. The cost of computer hardware and software required to produce photorealistic renderings and virtual reality experiences shall be paid by the Architect as part of basic services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly () visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the

Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Init.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

See Attachment B

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

Init.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Attachment A - 2023 Hourly Rates

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Init.

(Paragraph Deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

4 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Attachment A - Hourly Rates
Attachment B - Fee Proposal dated 2023-03-02

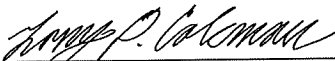
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Init.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Tony Coleman, AIA NCARB, Project Manager

(Printed name, title, and license number, if required)

Init.

Attachment A

Seay, Seay & Litchfield, P.C.

2023 Professional Design Services Hourly Rates

Category	Rates
Senior Principal Architect	\$255.00
Principal Architect	\$240.00
Director Architect	\$215.00
Market Leader Architect	\$200.00
Project Manager / Architect III	\$185.00
Project Manager / Architect II	\$175.00
Project Manager / Architect I	\$165.00
Project Manager / Intern Architect IV	\$155.00
Project Manager / Intern Architect III	\$135.00
Graduate Intern Architect II	\$125.00
Intern Architect I	\$115.00
Senior Interior Designer / Architect	\$255.00
Interior Designer	\$145.00
Graduate Interior Intern II	\$120.00
Graduate Interior Intern I	\$105.00
Graphic Designer	\$115.00
Administrative	\$85.00
Interim Intern	\$65.00

Reimbursable Expenses = Cost x 1.15%

Travel Expenses = Prevailing State Rate
per mile

Clearwater Consultants, Inc.
Rate Schedule - 2023

Project Manager	\$ 175.00/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	\$ 55.00/Hour

Travel

Auto	\$ 0.60/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.

Lodging & Meals	Actual Cost
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<i>Other Direct Expenses</i>	Actual Cost + 15%
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**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Airport
AGENDA DATE: 4-4-2023
PAGE: 1 of 1

SUBJECT: Request Approval to Advertise for Airport Engineering Consultant Services for June 2023 through May 2028 at the George M. Bryan Field

AMOUNT & SOURCE OF FUNDING:

**REQUESTING
DEPARTMENT:** Starkville Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln
Airport Director

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

STAFF RECOMMENDATION: Motion to approve to Advertise for Airport Engineering Consultant Services for June 2023 through May 2028 at the George M. Bryan Field

CITY OF STARKVILLE
NOTICE TO ENGINEERING CONSULTANTS

The George M. Bryan Airport located in Starkville, MS, Oktibbeha County, is seeking statements of qualifications from experienced airport engineering consultants to perform services for June 1, 2023 until May 31, 2028 at the George M. Bryan Airport. Work may consist of the preparation of pre-applications and applications for federal and state funding, planning, facilities justifications, land acquisition services, engineering design of runways, taxiways, aprons, auto parking areas, access roads, lighting, fencing, hangers, buildings and improvements thereto, and other planning, design and construction services as may be required.

A qualification bases selection process conforming to FAA Advisory Circular 150/5100-14E will be utilized. Fee information will not be considered in the selection process and must not be submitted with statement of qualifications. The Airport Board will review the submissions at their regular April 24, 2023 meeting and make their recommendation to the Starkville Board of Aldermen. The Airport Board may choose to interview the applicants. A final decision is expected to be made at the Starkville Mayor and Board of Alderman meeting May 16, 2023.

Submittals should be sealed and marked "Proposal for Consulting Engineers" and are due at **9 a.m. Wednesday, April 19, 2023**. Eight (8) copies should be delivered or mailed to Starkville / Oktibbeha County Airport RFQ, % City Clerk, Starkville City Hall, 110 West Main Street, Starkville, MS 39759. RFQs may also be emailed to bids@cityofstarkville.org.

The sponsor will choose a consultant of the highest ethical standards and professional standing in its field. The following items will be considered as selection criteria by Starkville / Oktibbeha County Airport Board in their review and recommendation:

- Capability to perform the required work
- Recent experience in airport projects comparable to proposed future projects
- Personnel to be assigned to projects and their qualifications
- Familiarity with and proximity to the geographic location of George M. Bryan Field
- Location of professionals to be tasked with performance of the work

The City of Starkville is an equal opportunity employer and submittals by small business and disadvantaged business enterprises (DBE) are encouraged. The City of Starkville reserves the right, within the limitations of state law, to reject any or all RFQs received, to waive any informalities or irregularities in the bids received, or to accept any proposal deemed most favorable to the City.

Lesia Hardin
Lesia Hardin, City Clerk / CFO
City of Starkville, MS

Publish: April 6, 2023 and April 11, 2023



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 4, 2023
PAGE: Page 1 of 8

SUBJECT:

Discussion and consideration of FP 23-01 a request for Final Plat approval for “Lot 1-A & Lot 1-B College View Subdivision #1” at 201 Herbert Street in a TN-E zoning district with parcel number 117M-00-253.00

SUMMARY:

The applicants, Springer Engineering, Inc. on behalf of JBK Properties, are requesting final plat approval for the “Lot 1-A & Lot 1-B College View Subdivision #1”. The property is located at 201 Herbert Street in a TN-E zoning district. The gross acreage is +/- 0.42 with a total of two lot. The Development Review Committee reviewed the minor subdivision final plat on February 9, 2023 and recommends approval with the following condition.

1. Prior to executing the final plat, the required sidewalk shall be either constructed or an acceptable form of surety shall be provided.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org
Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move approval of FP 23-01 a request for Final Plat approval for “FP 23-01 Lot 1-A and 1-B Collegeview Subdivision” with one condition.

THE CITY OF STARKVILLE
PLANNING DEPARTMENT
MAYOR AND BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759



STAFF REPORT

To: Mayor and Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 23-01 a request for Final Plat approval for "Lot 1-A & Lot 1-B College View Subdivision #1" at 201 Herbert Street in a TN-E zoning district with parcel number 117M-00-253.00
Date: April 4, 2023

The purpose of this report is to provide information regarding a Final Plat request by Springer Engineering, Inc. on behalf of JBK Properties for the "Lot 1-A & Lot 1-B College View Subdivision #1". Please see attachments 1- 4.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the minor subdivision final plat on February 9, 2023.

GENERAL INFORMATION

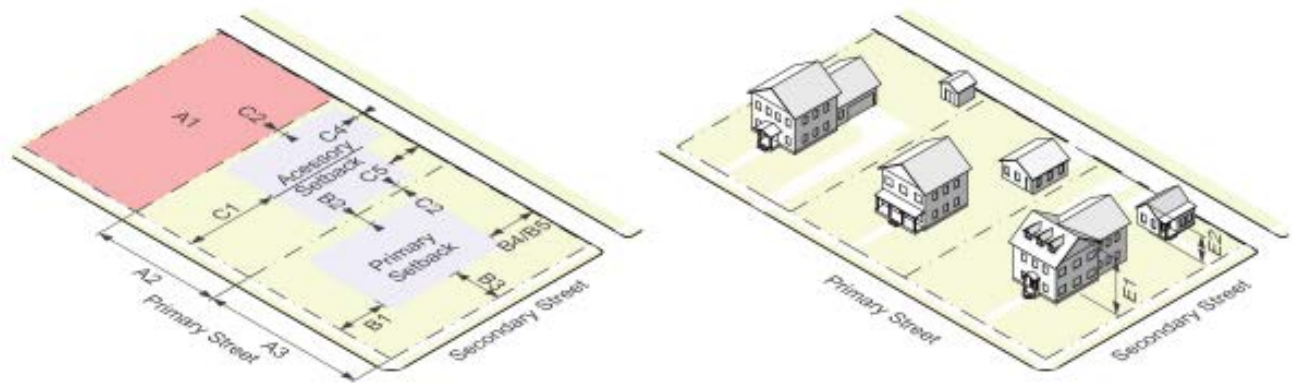
- The proposed subdivision is located at 201 Herbert Street in a TN-E zoning district.
- The gross acreage is +/- 0.42 with a total of 2 lots. The proposed gross density is 4.76 units per acre.
- All easements and dedications are provided on the final plat.
- Proposed Lot 1-B will be addressed off of College View Drive.
- All utilities will be provided by Starkville Utilities.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely effected parties.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of minor final plat approval. One (1) paper copy and a digital copy of the approved final plat shall be retained in the Planning Department's files. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat is approved with condition(s) by the Board of Aldermen, the conditions shall run with the land and binding upon the applicants, their heirs, and/or successors.
- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

ZONING DISTRICT INFORMATION

Below is information pertaining to a Residential Use in a TN-E zoning district:



Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-E
A1 Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min.)	45'
A3 Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-E
B1 Front setback	15' or see infill standards
B2 Side setback (min.)	5' or infill standards
B3 Side setback corner lot (min.)	15' or see infill
B4 Rear setback (min.)	15'
B5 Rear setback adjacent to street or alley (min.)	15'
C. Accessory Dwelling Unit/Structure Setbacks	TN-E
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
Side setback corner lot (min.)	10'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	15'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-E
D1 From primary street	See infill standards
E. Height	TN-E
E1 Principal building(s) (max)	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'
F. Pedestrian Access	TN-E
F1 Street-facing primary entrance along street	yes

CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision. The following conditions are recommended by City Staff:

1. Prior to executing the final plat, the required sidewalk shall be either constructed or an acceptable form of surety shall be provided.

Attachment 1
FP 23-01 Aerial



Attachment 2
FP 23-01 Zoning



Historic Districts
Overlay- Nash Street Historic District

Parcels
Parcels

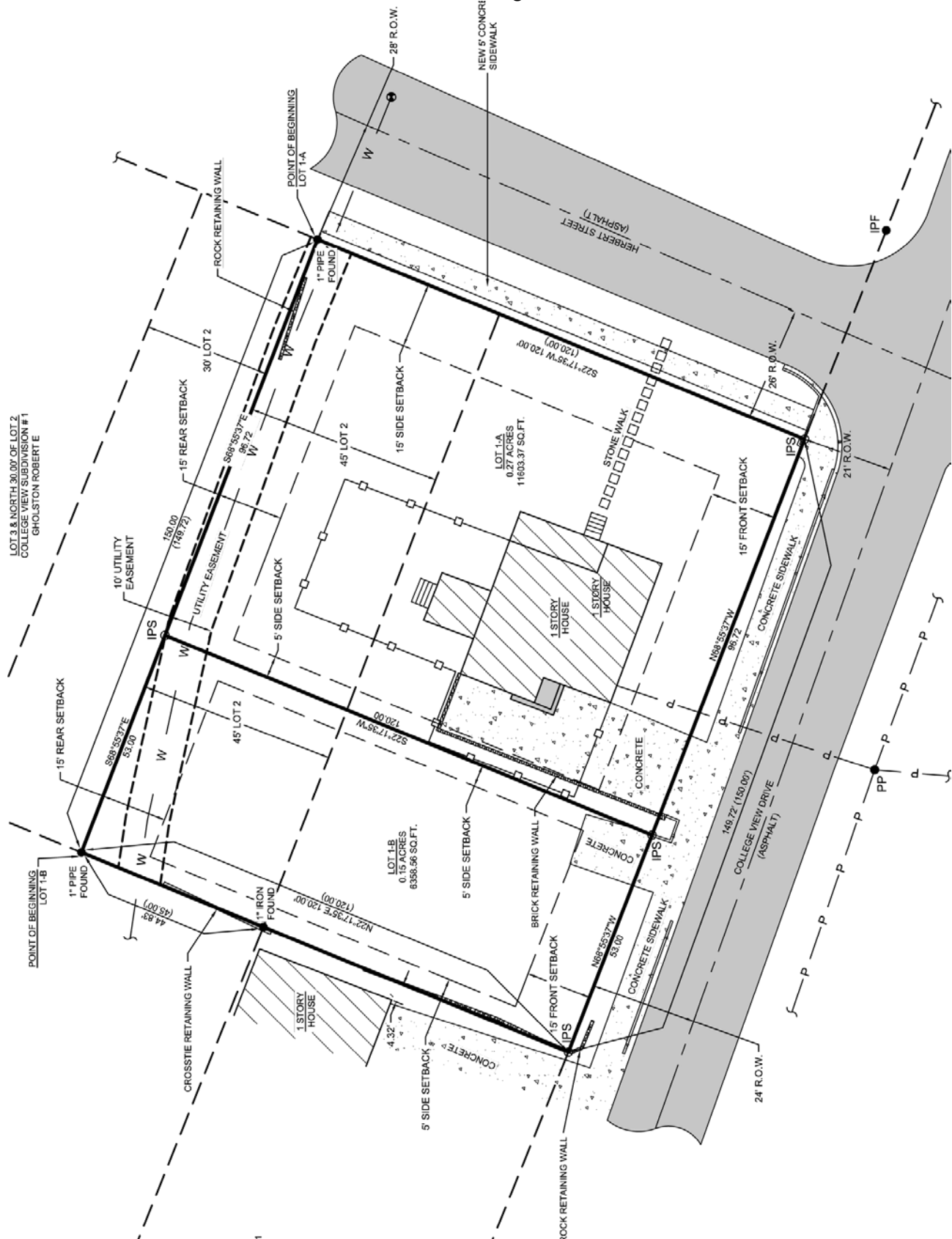
Zoning
TN-E Traditional Neighborhood- Existing

Roads
Roads
Subject Property

0 50 100 200 Feet



Attachment 4- Enlarged Final Plat





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

AGENDA ITEM DEPT.: Engineering
AGENDA DATE: 04.4.2023
PAGE: 1

SUBJECT: Consideration of approving the proposal from Atwell and Gent to prepare bid documents and for bidding assistance for the Electrical Materials Package related to the Hwy 182 Build Grant Project.

AMOUNT & SOURCE OF FUNDING: The proposal to prepare the rebid package is \$8,580 and is hourly, not to exceed. To be paid from expense account 377-318-680-300.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This project would procure the electrical materials for the Hwy 182 Revitalization Project so they could be owner furnished. This is a cost and time saving measure saving material markup costs and lead times for materials.

**REQUESTING
DEPARTMENT:** Engineering

**DIRECTOR'S
AUTHORIZATION:** Cody Burnett

FOR MORE INFORMATION CONTACT: Chris Williams

SUGGESTED MOTION: Move for approval of the Atwell and Gent proposal to develop plans for the Electrical Materials Package as part of the Highway 182 Revitalization Project.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the **CITY OF STARKVILLE**, Starkville, Mississippi, hereinafter designated as the OWNER, and **ATWELL & GENT, P.A.**, Starkville, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates furnishing all materials associated with constructing, reconstructing, and relocating overhead 13 kV distribution and overhead 69 kV transmission facilities and constructing replacement underground 13 kV facilities ("MATERIALS") for the Highway 182 Revitalization Project ("PROJECT"), and

WHEREAS: The OWNER requires the ENGINEER to provide engineering services required to facilitate OWNER procuring and furnishing MATERIALS for the PROJECT, and

WHEREAS: The OWNER does hereby employ the ENGINEER to furnish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 ENGINEERING & CONSULTING SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the engineering and consulting services described as follows:

ITEM ONE: DESIGN PHASE

Prepare bidding documents for the purpose of taking bids for MATERIALS for the PROJECT.

ITEM TWO: BID PHASE

The ENGINEER shall furnish copies of plans and specifications for MATERIALS to prospective bidders as required. Plans and specifications shall be provided to prospective bidders electronically via email and posted to OWNER's electronic bid site. The CONSULTANT shall evaluate the bids received for MATERIALS and shall make recommendations as to the best bid or bids for MATERIALS.

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the bid phase.

The ENGINEER shall prepare and furnish to the OWNER sample purchase orders for all MATERIALS to be procured by the OWNER.

ARTICLE 2 OWNER'S RESPONSIBILITY

THE OWNER agrees, in consideration of the services to be performed by the ENGINEER, as hereinbefore set out to:

1. Pay the costs of any legal advertisements which may be necessary in advertising the project for taking bids for MAETRIALS for the PROJECT.

ARTICLE 3 PAYMENTS

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEERING & CONSULTING SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM ONE: DESIGN PHASE

The sum of SIX THOUSAND SIX HUNDRED DOLLARS (\$6,600.00).

The fee shall be due and payable upon delivery to the OWNER of all Contract Documents necessary for taking bids for MATERIALS.

ITEM TWO: BID PHASE

The sum of ONE THOUSAND NINE HUNDRED AND EIGHTY DOLLARS (\$1,980.00).

The fee shall be payable upon delivery to the OWNER of a tabulation of the bids received for construction of FACILITIES.

ARTICLE 4 BILLING

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The ENGINEER will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].

ARTICLE 5 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with Sections 11-15-101, et sequential, Mississippi Code of 1972. The arbitration shall be conducted as provided by said Sections 11-15-101, et sequential, and this agreement to arbitrate shall be specifically enforceable as provided therein.

ARTICLE 6 SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, but not including third-party beneficiaries not specifically named within this agreement.

ARTICLE 7 ASSIGNMENT

Except as provided above, neither party shall assign nor transfer any interest in this agreement without the prior, express, and written consent of the other.

ARTICLE 8 NO PERSONAL LIABILITY

Nothing in this agreement shall create on behalf of the ENGINEER any supervisory responsibility for the installation and implementation of any facilities to be constructed and services therein. Any work done regarding construction of facilities and services therein, whether by OWNER or by independent contractors, is not under the authority or the supervision of the ENGINEER, its officers and/or agents. The ENGINEER's duties are limited to those as outlined in this agreement. Nothing in this agreement shall be construed as giving any rights or benefits under this agreement to anyone other than the named parties.

ARTICLE 9 NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 10 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi.

ARTICLE 11 SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

ARTICLE 12 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement in writing.

ARTICLE 13 MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ARTICLE 14 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

ARTICLE 15 NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth within this agreement.

ARTICLE 16 GENERAL CONSIDERATIONS

The ENGINEER's estimate of costs is the opinion of the ENGINEER of the probable construction cost on the date the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the OWNER.

The ENGINEER shall carry Professional Liability Insurance with limits of liability of \$2,000,000.00 for the duration of this Agreement. ENGINEER shall provide OWNER with a Certificate of Insurance indicating that the insurance is in effect. ENGINEER shall notify OWNER thirty (30) days prior to cancellation of this insurance.

The ENGINEER will perform engineering services in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction contractors or materialmen.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt

of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

The Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

If the project is suspended for more than six months or abandoned in whole or in part, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 3, PAYMENTS.

ARTICLE 17 EFFECTIVE DATE

The effective date of the contract shall be considered the date of signing of this Agreement by both the parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date(s) shown below.

OWNER

WITNESS

CITY OF STARKVILLE

By: _____

Title: _____

Date: _____

ENGINEER

WITNESS:

ATWELL AND GENT, P.A.



By:  _____

Title: President

Date: 03/11/2023



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 04.04.2023
PAGE: 1

SUBJECT: Request to approve Revision 1 of the City of Starkville Standards of Design & Specifications to bring it into alignment with recent UDC revisions.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Cody A. Burnett

FOR MORE INFORMATION CONTACT: Cody A. Burnett

The Board of Aldermen approved a revision to the Unified Development Code (UDC) during a second public hearing at the February 21st, 2023 recess meeting of the Mayor and Board of Aldermen. That revision to the UDC included revisions and changes to the Stormwater Ordinance.

The City of Starkville Standards of Design & Specifications is a policy that provides logistical information and requirements for development in the City. Part of that policy includes the Stormwater Manual. Now that the UDC has been updated and approved, there are elements of the *Standards of Design & Specifications* that are outdated. This request for approval is in regards to a revision of this policy that will bring it into alignment with the new requirements of the UDC. Other minor modifications have also been made to the policy.

SUGGESTED MOTION: Move to approve Revision 1 of the City of Starkville Standards of Design and Specifications.

CITY OF STARKVILLE
POLICY REVISION 23-04-04

CITY OF STARKVILLE STANDARDS OF DESIGN & SPECIFICATIONS

NOW THEREFORE, be it ordained by the Council of the City of Starkville, in the State of Mississippi, as follows:

SECTION 1: **AMENDMENT** “Chapter 2 - Earthwork, Filling, And Grading” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

A M E N D M E N T

Chapter 2 - Earthwork, Filling, And Grading

- A. The ground immediately adjacent to a foundation shall be sloped away from the building at a slope not less than 5 percent for a minimum distance of 10 feet measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet of horizontal distance, a 5 percent slope shall be provided to an approved alternative method of diverting water away from the foundation which shall be designed to convey the 25-year storm event. Swales used for this purpose shall be sloped not less than 2 percent where located within 10 feet of the building foundation. Impervious surfaces within 10 feet of the building foundation shall be sloped not less than 2 percent way from the building.
- B. In order to provide better long-term maintenance and to reduce adjacent property erosion, the maximum slopes allowed in all areas unless approval in writing from the City Engineer shall be no steeper than 3:1 (horizontal:vertical) except in stormwater management ponds located as described in Section 16.9 of the Unified Development Code. The minimum slopes shall be no less than 2% for natural, vegetated areas.
- C. Street grading will be accomplished as outlined in Chapter 5.
- D. Open channels for stormwater drainage conveyance will be accomplished as outlined in Chapter 4.
- E. All retaining walls shall meet the requirements of the Unified Development Code. All retaining walls greater than 4 feet in height as measured from the bottom of the footing to the top of the wall shall be signed and stamped by a licensed Professional Engineer.
- F. Guardrails shall be required along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches measured vertically from the floor or grade below at any point within 36 inches horizontally to the edge of the open side. All guardrails shall meet the strength, attachment, and dimensional requirements of the International Building Code (current edition) and the Americans with Disabilities Act (current edition). Any retaining wall with a vertical drop greater than 6 feet shall have a guardrail along the top of the wall unless approved otherwise by the City Engineer.
- G. A minimum of a 3-~~foot~~² grading setback is required to prevent damage to adjacent properties from deposition or erosion, or to provide access for slope maintenance and drainage. This may be increased by the City Engineer or by the recommendation of the civil engineer of record or geotechnical engineer, if necessary for safety and stability. Retaining walls may be used to reduce the required setbacks when approved by the City Engineer. This may be decreased by the City Engineer or City Planner based on the allowable setbacks or other code restraints.

SECTION 2: **AMENDMENT** “Chapter 3 - Erosion And Sediment Control” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

AMENDMENT

Chapter 3 - Erosion And Sediment Control

- A. Installation of the ~~above~~-all improvements shall be done in such a manner as to provide for the most effective control of erosion and sediment. All erosion control measures shall be in accordance with the Local, State and Federal requirements.
- B. Permanent final vegetation and structures shall be installed as soon as practical in the development. Final approval of any project shall not be considered until vegetation is established on all disturbed areas and all permanent measures have been installed. Established vegetation shall be defined as acceptable when a satisfactory stand and growth of in-season plantings have sufficiently covered the area seeded to provide ample erosion protection.
- C. City Engineer may require applicant to complete a SWPPP and a MDEQ Small construction permit if there is belief that the total site disturbance may exceed one acre.
- D. City Engineer may require applicant to complete a SWPPP and a MDEQ large construction notice of intent if there is belief that the total site disturbance may exceed five acres.
- E. Refer to the MDEQ Field Manual and MDEQ Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas for device design, installation and maintenance requirements. In the case where these documents are in conflict with City requirements, the more stringent of the two shall govern.
- F. City standard details for erosion control are shown in APPENDIX A: Standard Details & Drawings section of this manual.
- G. Additional design and material requirements shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).

SECTION 3: **AMENDMENT** “4.01 - Classification Of Drainage System And Design Requirements” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

AMENDMENT

4.01 - Classification Of Drainage System And Design Requirements

Classification of Drainage System & Design Requirements The following design standards should be followed unless the designer requests and receives approval in writing for alternative designs from the City Engineer:

- A. All street and local drainage systems should be designed to convey the peak quantity of stormwater run-off expected during or following a rainfall of an intensity and duration recurring in the locality only once in 25 years. Local drainage systems are defined as systems which serve only the subject project and may have no or minimal additional off-site drainage which is conveyed through the site. More stringent conveyance may be required in areas where there is concern for overland flooding or where appropriate overland facilities are not provided which could create an area of

flooding or ponding that would exceed 6-inches in depth.

- B. Culverts or drainage structures serving more than 20 acres of drainage area should be designed to convey the peak quantity of stormwater run-off expected during or following a rainfall of an intensity and duration recurring in the locality only once in 50 years.
- C. Culverts or bridges serving major watershed areas or creeks as determined by the City Engineer should be designed to convey the peak quantity of stormwater run-off expected during or following a rainfall of an intensity and duration recurring in the locality only once in 100 years.
- D. Upstream tributary flows to a development can overwhelm and cause failure to detention systems that have been designed for the developed site only. If upstream areas greater than 20 acres exist that contribute to the proposed development, a bypass system capable of conveying and bypassing the 100-year event, based on the upstream existing conditions, will be required unless approved otherwise by the City Engineer. If upstream areas less than or equal to 20 acres exist that contribute to the proposed development, a bypass system capable of conveying and bypassing the 50-year event, based on the upstream existing conditions, will be required unless approved otherwise by the City Engineer.

SECTION 4: **AMENDMENT** “4.02 - Calculation Of Peak Flows For Drainage Pipes, Culverts And Channels” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

AMENDMENT

4.02 - Calculation Of Peak Flows For Drainage Pipes, Culverts And Channels

For drainage areas less than 200 acres, the Rational Method or SCS Curve Number Method and Manning’s Equation shall be used for sizing the stormwater drainage structure or water course. A representative runoff coefficient or curve number using values from the table below (under the Rational Method) shall be used. ~~The SCS Curve Number method may be used for conveyance design upon request from the applicant, as well; however, the following methodology applies only to the Rational method.~~

A. Time of Concentration:

Values shall be calculated in accordance with the NRCS TR-55 method and shall incorporate representative flow types (i.e. sheet flow, shallow-concentrated flow, and channel/conduit flow). Sheet flow lengths shall ~~be at a maximum not exceed of~~ 100 linear feet for post-developed conditions.

1. Sheet Flow:

Sheet flow shall be calculated using the following equation and values:

$$T_t = \frac{0.007(nL)^{0.8}}{(P_2)^{0.5} s^{0.4}}$$

Where:

T_t = travel time (hr)
 n = Manning’s roughness coefficient (see chart below)
 L = flow length (ft)
 P_2 = 2-year, 24-hour rainfall (in)
 s = slope of hydraulic grade line (land slope, ft/ft)

Surface Description	n ¹
Smooth Surfaces (Concrete, Asphalt, Gravel or Bare Soil)	0.011
Fallow (No Residue)	0.05
Cultivate Soils:	
Residue Cover = 20%	0.06
Residue Cover > 20%	0.17
Grass	
Short Grass Prairie	0.15
Dense Grasses ²	0.24
Bermuda Grass	0.41
Range (Natural)	0.13
Woods ³	
Light Underbrush	0.4
Dense Underbrush	0.8

2. Shallow Concentrated Flow:

Shallow concentrated flow shall be calculated using the following equation and values:

$$V = \frac{1.486(r^{2/3})(\sqrt{s})}{n}$$

Where:

V = average velocity (ft/s)

r = hydraulic radius (ft) and is equal to a/p_w

a = cross-sectional flow area (ft²)

p_w = wetted perimeter (ft)

s = slope of the hydraulic grade line (channel slope, ft/ft)

n = Manning's roughness coefficient for open channel flow

3. Conduit/Channel Flow:

Non-pressurized conduit and channel flow shall be calculated using the following equations and values:

$$V = \frac{1.486(r^{2/3})(\sqrt{s})}{n}$$

Where:

V = average velocity (ft/s)
 r = hydraulic radius (ft) and is equal to a/p_w
 a = cross-sectional flow area (ft²)
 p_w = wetted perimeter (ft)
 s = slope of the hydraulic grade line (channel slope, ft/ft)
 n = Manning's roughness coefficient for open channel flow

After determining the average velocity, use the following equation to estimate travel time for the conduit/channel flow segment:

$$V = \frac{1.486(r^{2/3})(\sqrt{s})}{n}$$

Where:

V = average velocity (ft/s)
 r = hydraulic radius (ft) and is equal to a/p_w
 a = cross-sectional flow area (ft²)
 p_w = wetted perimeter (ft)
 s = slope of the hydraulic grade line (channel slope, ft/ft)
 n = Manning's roughness coefficient for open channel flow

B. Rainfall Intensity:

Rainfall intensity "i" in inches per hour shall be estimated, where appropriate, from the Starkville, MS Intensity – Duration – Frequency chart, shown below, by using the appropriate time of concentration formula(s) to estimate the duration in minutes. The minimum duration is 5 minutes. The following IDF curve has been adopted from the Mississippi Department of Transportation Roadway Design Manual, 2001/ED. Figure 7-4C.

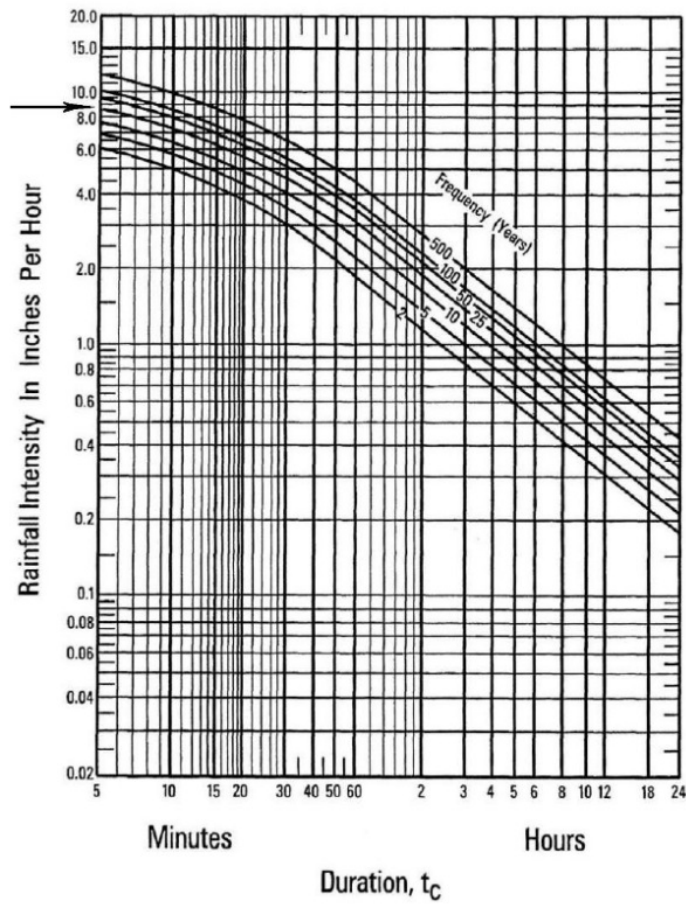
C. Rational Formula:

The following formulas and values shall be used to calculate peak flow rates for conveyance design:

$$Q = VA = \frac{1.486}{n} AR^{\frac{2}{3}} \sqrt{S}$$

Where:

Q = flow rate/discharge (cfs)
 V = velocity (ft/s)
 A = flow area (sf)
 n = Manning's roughness coefficient
 R = hydraulic radius (ft)
 S = Channel Slope (ft/ft)



General Runoff Coefficient Values			
Land Use ¹			Coefficient
Lawns			
Sandy Soil	Flat	= 2%	0.10
Sandy Soil	Average	2% = 7%	0.15
Sandy Soil	Steep	7% =	0.20
Clayey Soil	Flat	= 2%	0.17
Clayey Soil	Average	2% = 7%	0.22
Clayey Soil	Steep	7% =	0.35
Graded or No Plant Cover			
Sandy Soil	Flat	= 5%	0.30
Sandy Soil	Average	5% = 10%	0.40
Clayey Soil	Flat	= 5%	0.50
Clayey Soil	Average	5% = 10%	0.60
Gravel Areas ²			0.50
Unimproved Forest			0.15
Streets (All Types)			0.95
Roofs, Drives, Walks, etc.			0.95

¹ Any surfaces not listed but that shall be used for design shall use standard accepted engineering values and shall be justified and may require further investigation at the request of the City Engineer. ² Compaction and age of gravel surfaces shall be accounted for. The City Engineer reserves the right to require an increase in the runoff coefficients based on the surface's current condition.

D. Weighted Runoff Coefficient:

A weighted runoff coefficient shall be used for any areas that are made up of more than one type of land cover.

E. Manning's Equation:

Manning's equation shall be used for sizing conveyance systems including but not limited to closed conduit and open channel:

$$Q = VA = \frac{1.486}{n} AR^{\frac{2}{3}} \sqrt{S}$$

Where:

Q = flow rate/discharge (cfs)

V = velocity (ft/s)

A = flow area (sf)

n = Manning's roughness coefficient

R = hydraulic radius (ft)

S = Channel Slope (ft/ft)

- F. **Drainage Areas Greater than 200 Acres:** For drainage areas greater than 200 acres, a generally accepted runoff model (such as HEC-1 or TR-20) or U.S.G.S regression equations for the State of Mississippi shall be used for sizing stormwater structures and water courses if they provide more conservative values than those listed above. The City Engineer reserves the right to require verification of hydrologic computations by use of a second computational method.

SECTION 5: AMENDMENT "4.03 - Sizing Drainage Conveyance Systems" of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

AMENDMENT

4.03 - Sizing Drainage Conveyance Systems

- A. Public Storm sewers and culverts shall not be less than 15 inches in diameter. For privately maintained piping systems, a smaller pipe diameter may be approved by the City Engineer if design calculations indicate it is capable of conveying the design storm.
- B. Storm sewer piping shall be designed for a minimum velocity of 2.5 feet per second and a maximum velocity of 15 feet per second using Manning's formula.
- C. Final plans shall show drainage areas, ~~and~~ maximum capacities, and design-storm capacities to all structures.
- D. All conveyance systems shall be designed to account for specific loss types to the structure.
- E. If properties proposed for development or redevelopment contain existing through-conveyance or drainage systems, these systems shall be evaluated based on current design criteria. If the existing systems do not comply with the current drainage criteria, the existing systems shall be replaced or improved to meet the minimum criteria.
- F. "Pumping" or surcharge for any design storm event will not be allowed for any stormwater system on public or private property.
- G. Any existing open conveyance system including any stream, creek, channel, river, or other system, both natural and/or manmade, shall remain open and shall not be enclosed unless otherwise approved by the City Engineer.

SECTION 6: AMENDMENT “4.05 - Inlets, Junction Boxes And Catch Basins” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

AMENDMENT

4.05 - Inlets, Junction Boxes And Catch Basins

General Requirements:

- A. Stormwater drainage systems shall include headwalls, flared-end sections, inlets, junction boxes, velocity protection and other appurtenances generally recognized as necessary for the proper function of the overall system.
- B. Inlets shall be provided at sags, up-grade of intersections and where future roadway connections or commercial driveways may occur as determined by the City Engineer.
- C. Drainage will not be allowed to cross the centerline of any street as it flows over the pavement surface. Inlets shall be provided so that surface water shall not be carried across or around any intersection nor for a distance of more than 300 feet in the gutter. The use of valley gutters crossing a roadway or intersection to reduce the number of inlets required is not permissible.
- D. Drainage inlets shall not be placed in the curb radius at intersections to prevent damage from heavy trucks and vehicles. Inlets should be placed no closer than the end of the intersection radii or beginning of the tangent. In situations where a single corner of the intersection may be collecting water from two directions, an inlet shall be placed on each tangent to prevent the water from traversing around the radius of the curb, ~~around the radius of the curb~~.
- E. All junction boxes and inlets greater than 60 inches deep shall have epoxy coated steps as approved by the City Engineer.
- F. Junction boxes shall be placed at all changes in pipe size, alignment and grade except where storm inlets or catch basins may occur and be used as a junction box. Minimum junction box size shall be 36 inches by 36 inches as measured from the outside edges or 24 inches by 24 inches as measured from the inside edges.
- G. A drainage structure is required where public and private drainage systems connect to delineate the separation of publicly and privately maintained infrastructure.
- H. All structures shall allow for access to the storm drainage system with a grate or a manhole ring and cover capable of being removed. No “blind boxes” shall be permitted. The cover shall provide sufficient opening for cleaning, maintaining and inspection. The top of the structure shall be flush with the final grade elevation.
- I. All storm sewers shall be cut flush with the interior walls of the junction or inlet box, to the greatest extent possible.
- J. All junction and inlet boxes shall be grouted to the ~~F~~lowline of any pipe to ensure that water does not stand or remain in the box between rain events. All pipes, inlets, wing walls and any other drainage structures shall be grouted flush with the inner wall face, using non-shrink grout, to provide a water-tight seal.
- K. Any storm sewer that is to be tied into an existing storm sewer line will require an inlet or junction box at the tie-in point.
- L. All curb inlet tops in higher density and urban zones shall be metal casting conforming with ASTM A-48 with a minimum opening of 48 inches in width. All curb inlet tops in other areas shall be metal castings or precast SS-2 concrete tops meeting the requirements of the standard drawing SS-2 inlets by the Mississippi Department of Transportation. In no case should the curb inlet opening be less than 4 inches or greater than 6 inches unless approved by the City Engineer.
- M. Gutter flow lines must drain into a curb inlet or catch basin. The use of flumes through the back of curbs will not be allowed unless approved by the City Engineer.
- N. The hydraulic capacity of curb inlets shall be determined by generally accepted engineering

procedures taking into consideration factors including but not limited to roughness, street cross-slope, gutter slope, inlet geometry and characteristics of gutter flow. Unless the City Engineer approves otherwise, the following inlet capacity should be provided:

1. Sag inlets^{+a}: maximum Q flow is 0.75 cfs per linear foot of opening;
 2. On-grade inlets^{2b}: maximum Q flow is 0.3 cfs per linear foot of opening for longitudinal street grades greater than 3%.
 - a. For SS-2 type inlets with a maximum of 6 inches of opening and a 1-inch local depression.
 - b. This will operate at a 50% capture efficiency. The remaining 50% will have to be accommodated in downstream inlet(s).
- O. The City Engineer reserves the right to required gutter spread calculations should there be concern for inlet capacity or roadway slope(s).
- P. In sag areas where relief by curb overflow is not provided, the system standard design level (25- or 50-year storm events) is to be used for analysis to ensure traffic flow is not interrupted.
- Q. In a sag condition where relief by overflow for a typical roadway cross-section is not provided, inlet capacity and the stormwater conveyance system must be design for:
1. One dry eight-foot travel lane in the 25-year event on two- or three-lane streets.
 2. Two dry eight-foot travel lanes (one in each direction) in the 50-year event on four-lane or more streets.
- R. Curb inlets shall be spaced to limit the spread of water to not more than one half of the driving lane during a design storm event of a 10-year recurrence interval with a five-minute time of concentration and shall be spaced no further than 300 feet apart.
- S. No concentrated flow shall be discharged across walkways. Provisions are to be made through piping and other means to carry the flow under the walkway.
- T. Where driveway culverts are required, the contributing drainage area shall be calculated and each culvert shall be sized to accommodate the 25-year storm event or as required by the City Engineer.
- U. Conduits from drainage structures shall be designed and installed to extend to not closer than 10 feet to the property line, nearest receiving stream or location as determined by the City Engineer. Flows or velocities higher than pre-development should not be discharged onto an adjacent property owner. In rare cases in which this may not be feasible or achievable, it may be required to improve the conveyance system on an adjacent property in order to minimize impacts caused from additional stormwater quantity, type or velocity.
- V. Materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).
- W. See standard installation details and/or manufacturer's recommendations for backfill types, depths and compaction requirements.
- X. The following are maximum pipe lengths permitted without some type of structure providing access:

Diameter	Max. Pipe Length
48 Inches =	500 Feet
48 Inches >	400 Feet

- Y. The following materials shall be used for the design, construction and placement of inlets and catch basins where traffic loads are anticipated or planned to be publicly owned and maintained by the City of Starkville:
1. Reinforced concrete (Class B mix design, cast-in-place or precast).
- Z. The following materials shall be used for the design, construction and placement of inlets and

catch basins where no traffic loads are anticipated or planned to be privately^a owned and maintained:

1. Reinforced concrete (Class B mix design, cast-in-place or precast);
 2. Nyloplast^b PVC inlets and catch basins, or approved equivalent.
 - a. Drainage structures not to be conveyed to the City for future ownership and maintenance. If drainage structures do not drain publicly owned roadways or City property, they will be classified as private. City Engineer to make determination of public versus privately owned structures during initial plan reviews and development review. Private structures to be clearly depicted on infrastructure plans, final plat, and/or other development plans.
 - b. Nyloplast PVC inlets and catch basins shall not be used where traffic loads will be encountered unless they are specifically traffic rated as indicated by the manufacturer.
- AA. All stormwater conveyance systems shall be designed so that no building or insurable structure, either proposed or existing, floods or has water impounded against it during the 100-year storm event. To prevent structural flooding or impoundment, overland relief is required. The 100-year storm ponding elevations, areas of extent and overland relief zones shall be shown and labeled on the preliminary or permitting submittal, whichever occurs first.

SECTION 7: AMENDMENT “4.06 - Open Channels For Storm Drainage Conveyance” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

A M E N D M E N T

4.06 - Open Channels For Storm Drainage Conveyance

General Requirements:

- A. Existing ditches and creeks considered to be “blue line” streams per USGS ~~are encouraged to~~^{shall} be left in a natural or unimproved condition during development. In this scenario, design calculations should be provided to validate that the existing watercourse is capable of safely conveying the existing flow and any additional runoff generated from upstream development.
- B. The location of any stormwater ditch, creek or watercourse shall not be changed without the approval of the City Engineer.
- C. Flowline slopes for newly constructed ditches or swales shall be a minimum of ~~0.5~~^{1.0%} ~~or of sufficient slope to convey the maximum design event, whichever is greater.~~
- D. All swales and ditches with gradients causing velocities in excess of 5 feet per second shall be lined with solid sod, concrete or other approved materials.
- E. Open channel flow is permitted for individual lot drainage management and conveyances; however, a private drainage easement shall be required when it drains one or more upstream properties.
- F. For open channels, gradual changes in alignment, not to exceed a minimum radius of 4 times the top width of the channel, is recommended. Where no other options are available, sharper changes in alignment may be allowed under the following conditions:
 1. 20 – 45 degree alignment changes will require bank stabilization and supporting calculations for stabilization;
 2. 45 – 65 degree alignment changes will require hard armor stabilization such as a retaining wall with supporting calculations for stabilization.
- G. Side slopes for vegetated open channels in residential areas should be no steeper than 4 to 1 for stability, safety and ease of maintenance. Where the channel width must be limited, side slopes

may be increased upon written approval from the City Engineer, but in no case should side slopes exceed 3 to 1.

- H. When a new street is being constructed with open ditches or swales to collect stormwater from the roadway such as a sensitive street type, the side slopes of the open swale adjacent to the roadway shall be no steeper than 4 to 1 and the depth not greater than 30 inches as measured from the edge of the shoulder unless written approval otherwise is granted by the City Engineer.
- I. The slope and capacity of any roadside ditch shall be maintained in any areas in which driveways cross the ditch. Each site is required to provide an approved type of pipe, a minimum of 15 inches in diameter, calculated to meet the capacity and velocity requirements of the drainage study. The pipe shall be designed to have no less than 12 inches of cover over the pipe as measured from the road subgrade to the top of pipe unless approved by the City Engineer and recommended by the pipe manufacturer.
- J. Maximum slopes for other common open channel stabilization techniques are listed below:
 - 1. Limestone Rip Rap 1.5:1
 - 2. Grid Pavers 1.5:1
 - 3. Concrete Paving 1:1
 - 4. Gabions Vertical
 - 5. Retaining Walls Vertical
- K. Materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).
- L. See standard installation details and/or manufacturer's recommendations for stabilization installation.

SECTION 8: **AMENDMENT** "4.07 - Headwalls, Flared-End Sections And Velocity Protection" of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

A M E N D M E N T

4.07 - Headwalls, Flared-End Sections And Velocity Protection

General Requirements:

- A. Concrete headwalls or flared-end section aprons shall be provided at the upstream and discharge end of cross-drains and at any pipe termini as required by the City Engineer.
- B. HDPE flared-end sections are not permitted. Reinforced-concrete pipe/headwalls shall be used for all end treatments. Transition of HDPE to RCP shall have a dissimilar materials adapter incorporating a geotextile coupler with mastic coating and stainless-steel straps, and a full concrete encasement around the connection.
- C. All culvert outlets and flumes are required to have energy dissipating treatments to minimize erosion due to scouring and to maintain channel stability. Approved energy dissipating treatments include stilling basins, streambed level dissipaters, geogrid mats, and rip rap basins and aprons. All energy dissipating treatments shall be designed by design criteria outlined in the U.S. Department of Transportation, Federal Highway Administration, Hydraulic Engineering Circular No. 14, Third Edition (or latest edition) Hydraulic Design of Energy Dissipaters for Culverts and Channels.
- D. All limestone rip rap should have a non-woven geotextile fabric layer installed prior to placement. Fabric shall have a tensile strength of 200 pounds and a weight of at least 8 ounces per square yard. ~~prior to placement. Fabric shall have a tensile strength of 200 pounds and a weight of at least 8 ounces per square yard.~~
- E. An alternate treatment method or material such as turf reinforcement mats may be

required by the City Engineer in areas where limestone rip rap may not be contextually appropriate.

- F. Materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).

SECTION 9: **AMENDMENT** “5.01 - Stormwater Report” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

A M E N D M E N T

5.01 - Stormwater Report

Each applicant subject to the guidelines and requirements listed in the City of Starkville Stormwater Management Ordinance shall prepare and submit a Drainage Plan to the City Engineer for approval. The Drainage Plan should encompass and meet all the requirements listed in the City of Starkville Stormwater Management Ordinance. The following checklist shall be considered a minimum standard in addition to, not in place of, the City of Starkville Stormwater Management Ordinance. Furthermore, the City Engineer reserves the right to require additional information and supporting documentation if there is concern for downstream flooding or for the protection of any public or private property upstream or downstream.

The following information and data shall be prepared and certified by a registered professional engineer licensed in the State of Mississippi.

A. Introduction, Narrative and Executive Summary:

Include at the beginning of the report a brief narrative that includes and describes the following:

1. The location of the property;
2. Lot size and development area in acres;
3. Existing land use, ground cover conditions, and points of discharge;
4. Proposed land use, ground cover conditions, and points of discharge;
5. The general concept for the design and management of the increased runoff peak flows and volumes;
6. Tabular summary of the pre-development, post-development, and detained/routed flows;
7. Tabular summary of the volumes stored for design events;
8. Tabular summary for the water surface elevations for design events; and
9. ~~a.~~ Any other pertinent information pursuant of the design.

B. Pre-Development Conditions

1. Exhibit/Schematic.
 - a. An exhibit or schematic that visualizes and represents the following:
 - (1) Total land and development area;
 - (2) Each sub-basin within the overall area and its respective area with a naming or numbering nomenclature;
 - (3) The time of concentration associated flow path for the entire basin with transition points between flow types;
 - (4) Delineation of land cover/use based on SCS curve number for each land cover/use that exists;
 - (5) One-foot interval topography;
 - (6) All existing stormwater structures and their related information as described in Section ~~8.b.vii.~~ 5.01.H (Topographic Survey & Grading Plan) of this manual;
 - (7) Natural and man-made watercourses, waterways, and conveyance systems;
 - (8) Points of runoff discharge including location and direction of flow;
 - (9)

The delineation of any special flood hazard area including all zones, floodways and base flood elevations; and

- (10) Any other pertinent information as required by the City Engineer.
 - b. On the exhibit, provide in tabular format, the following information for the total basin and each sub-basin (if multiple):
 - (1) Drainage area;
 - (2) Weighted SCS curve number;
 - (3) Time of concentration;
 - (4) 24-hour precipitation values specific to design events; and
 - (5) Flow rates for design events.
2. Calculations.
- Calculations should be provided such that the proposed flows can easily be recreated and assessed by the City Engineer.
- a. **Time of Concentration.** All calculations for the time of concentration shall be in accordance with NRCS TR-55 method. All roughness values, precipitation values, slopes, flow lengths, etc. should be in accordance with the City of Starkville Standards of Design & Specifications.
 - b. **SCS Runoff.** All values used to calculate the parameters of the SCS Runoff method shall be provided including but not limited to runoff, potential maximum retention, initial abstraction, and unit peak discharge.
 - (1) Points of Discharge. If a development is known to have multiple stormwater discharge locations, the required calculations shall be performed for each individual area. These areas shall be shown and treated as separate flows.
 - c. **Hydrograph.** An appropriate modeling software shall be used to create design inflow and outflow hydrographs for all required storm events. Hydrographs shall be modeled using the minimum time step / interval, shall begin at 0.00 hours and shall extend to a point that runoff reaches a value of 0.00 cfs.

C. Post-Development Conditions

1. Exhibit/Schematic.

- a. **An exhibit or schematic that visualizes and represents the following:**
 - (1) Total land area;
 - (2) Each sub-basin within the overall area and its respective area with a naming or numbering nomenclature;
 - (3) The time of concentration associated flow path with transition points between flow types;
 - (4) Delineation of land cover/use based on SCS curve number for each land cover/use that exists or that is proposed;
 - (5) One-foot interval grading plan;
 - (6) All proposed stormwater and detention structures and their related information as described in Section ~~8.b.vii~~ 5.01.H (Topographic Survey & Grading Plan) of this manual;
 - (7) Natural or man-made watercourses, waterways or conveyance systems to remain or to be improved;
 - (8) Points of discharge including location and direction of flow;
 - (9) The delineation of any special flood hazard area including all zones, floodways and base flood elevations; and
 - (10) Any other pertinent information as required by the City Engineer.
- b. **On the exhibit, provide in tabular format, the following information for each sub-basin (if multiple):**
 - (1) Drainage area;
 - (2) Weighted SCS curve number;
 - (3) Time of concentration;
 - (4) 24-hour precipitation values specific to design events;
 - (5) Flow rates for design events; and
 - (6) Provide an additional table that compares the above information for the pre-

development, post-development, and detained/routed conditions.

2. **Calculations.** Calculations should be provided such that the proposed flows can easily be recreated and assessed by the City Engineer.
 - a. **Time of Concentration.** All calculations for the time of concentration shall be in accordance with NRCS TR-55 method. All roughness values, precipitation values, slopes, flow lengths, etc. should be in accordance with the City of Starkville Standards of Design & Specifications.
 - b. **SCS Runoff.** All values used to calculate the parameters of the SCS Runoff method shall be provided including but not limited to runoff, potential maximum retention, initial abstraction, and unit peak discharge.
 - (1) **Points of Discharge.** If a development is known to have multiple stormwater discharge locations, the required calculations shall be performed for each individual area. These areas shall be shown and treated as separate flows. Post-development flows should mimic pre-development flows as closely as possible.
 - c. **Hydrograph.** An appropriate modeling software shall be used to create design inflow and outflow hydrographs for all required storm events. Hydrographs shall be modeled using the minimum time step / interval, shall begin at 0.00 hours and shall extend to a point that runoff reaches a value of 0.00 cfs.
 - d. **Conveyance Systems.** All proposed conveyance systems including but not limited to storm sewers, open-channels, natural swales, and drainage inlets shall have the following information in tabular format and included on the grading plan: structure type, material, size, slope, inverts, maximum capacity flowing full, maximum velocity flowing full, and the design flow rate flowing into each structure which shall be based on actual contributing area, curve number, time of concentration, etc. All conveyance structures must be designed in accordance with the City of Starkville Standards of Design & Specifications.

D. Routed/Detained Conditions

1. **Inflow Calculations.** Appropriate inflow calculations and values shall be provided for areas that contribute to the proposed detention system. These areas shall be in accordance with and reflect those values determined in the Post-Development calculations. If only a portion of the site is being detained, this should be reflected in the inflow hydrograph.
2. **Stage-Storage-Discharge Tabulation.** A tabulation shall be required which relates the storage volume, water surface elevation, and outflow rates for the detention/retention structure to ensure that the proposed structure will adequately store the required storm events. This tabulation shall be based on actual elevations.
3. **Outlet Control Structure.** Outlet control structures shall function as simply and automatically as possible, be self-cleaning, and adhere to the requirements outlined in [Chapter B-1-h, Section 5.02.A.8](#) of this manual.
 - a. **Discharge Velocity & Dissipation.** Velocities in excess of those experienced in pre-development conditions shall be reduced through the means of velocity dissipation devices and in accordance with the City of Starkville Standards of Design & Specifications. Appropriate calculations shall be provided that adequately demonstrate the reduction in velocity.
 - b. **Details.** Cross-sectional details shall be provided that relate the outlet control structure to the water surface elevation of the required storm events.
 - c. **Emergency Overflow.** The City Engineer may require an emergency overflow structure in instances where there is concern that the outlet control structure may be overwhelmed based on site design and conveyance type. In those instances, appropriate calculations to determine the overflow structures ability to convey an event in excess of the design event shall be required. Cross-sectional details for said structures shall be provided with water surface elevations shown for the required storm events.
 - d. No outlet control structure or any component including discharge facilities shall discharge stormwater at a location closer than 10 feet from the property line unless otherwise approved by the City Engineer.
4. **Hydrograph.** An appropriate modeling software shall be used to create design inflow and

outflow hydrographs for all required storm events which compare the attenuated peak flow (i.e. pond outflow) to the post-developed peak flow (i.e. pond inflow).

- E. **Areas of Direct Discharge** Areas of direct discharge shall be defined as post-development areas within the development that are not routed through any of the proposed on-site detention facilities and discharge directly off-site with no attenuation. The flow from these areas shall be added to the routed/detained flow from the detention facilities using a linking or combine function to provide a total post-development flow, varying time to peaks considered.
1. **Exhibit Schematic.** Areas of direct discharge shall be delineated and described as outlined in Section ~~3-a~~ 5.01.C.1 (Post-Development Conditions, Exhibit/Schematic) and should be included on the same schematic as described in that section.
 2. **Calculations.** All calculations necessary to analyze direct discharge runoff shall be in accordance with Section ~~3-b~~ 5.01.C.2 (Post-Development Conditions, Calculations) of this document.
- F. **Upstream Drainage Areas & Bypass Systems** Upstream tributary flows to a development can overwhelm and cause failure to detention systems that have been designed for the developed site only. If upstream areas exist that contribute to the proposed development, a bypass system capable of conveying and bypassing the specified event, as described in the City of Starkville Stormwater Management Ordinance, shall be required unless approved otherwise by the City Engineer. The developer has the option to detain upstream flows tributary to the site, bypass these flows, or a combination of the two.
1. **Exhibit Schematic.** An exhibit or schematic shall be provided for all upstream tributary areas that adhere to the schematic guidelines set forth in Section ~~2-a~~ 5.01.B.1 (Pre-Development Conditions, Exhibit/Schematic).
 2. **Calculations.** Calculations for upstream drainage areas shall be in accordance with Section ~~2-b~~ 5.01.B.2 (Pre-Development Conditions, Calculations) of this section. If the developer chooses to detain the upstream areas, the additional area, flow rate, and volumes should be reflected in the calculations of the stormwater management facility. If the developer chooses to bypass upstream flows, the bypass system should be adequate to convey the specified event and shall meet all the requirements set forth in the City of Starkville Standards of Design & Specifications and in the City of Starkville Stormwater Management Ordinance. All calculations and subsequent parameters (e.g. areas, curve number, time of concentration, etc.) shall be specific to each individual basin.
- G. **Downstream Analysis** A downstream analysis may be required as defined in the City of Starkville Stormwater Management Ordinance. In the event that a downstream analysis is required, exhibits, schematics, calculations, hydrographs, etc. will be required as defined in this document. For further guidance, refer to the Georgia Stormwater Management Manual, Volume 2, Chapter 3.1.9 (current edition). For development sizes from 2 acres to 20 acres, a downstream analysis will be required that studies a point 500 downstream of the subject site or to a reasonable and significant point of interest as determined by the City Engineer. For development sizes 20 acres and greater, a “10%” Rule” analysis, as described in the Georgia Stormwater Management Manual (current edition), will be required.
- H. **Topographic Survey & Grading Plan** The following requirements pertain to the topographic survey and grading plan which shall be submitted with the infrastructure plan submittal.
1. **Topographic Survey.** A topographic survey of the existing conditions shall be provided with one-foot minimum interval contours, meeting National Map Accuracy Standards, of the land to be developed and such adjoining land whose topography may affect the layout or drainage of the developed area including any and all upstream areas. In situations where there are upstream areas contributing to the site and in which it may be impractical to survey these areas, the site topographic survey shall be supplemented with LIDAR contours for all upstream areas. The topographic survey shall include but is not limited to:
 - a. The banks and centerlines of streams and channels;
 - b. The normal shoreline of lakes, ponds and retention/detention basins, and lines of

- inflow and outflow;
 - c. The locations, size, type, slope, and inverts of stormwater conduits, drainage inlets, swales, conveyance systems, or any other drainage related structures;
 - d. Storm, sanitary and combined sewers and outfalls of record;
 - e. Base flood (100-year) elevation (BFE) and floodways for the property, established pursuant to the City of Starkville Flood Plain Ordinance.
 - f. Environmental features including the limits of wetland areas, if applicable, and any designated natural areas; and
 - g. Any existing buildings, structures, parking lots, or other existing development or improvements.
2. **Grading Plan.** A grading plan shall be submitted that meets all the requirements and standards of Section 3.9.4.B.4 Grading and Drainage Plan of the Unified Development Code.

SECTION 10: **AMENDMENT** “5.02 - Stormwater Management Facilities” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

A M E N D M E N T

5.02 - Stormwater Management Facilities

Stormwater management facilities including detention and retention facilities are designed primarily to detain increased runoff that occurs from development and additional impervious surfaces. These facilities shall meet the requirements set forth in the City of Starkville Stormwater Management Ordinance and in this section.

- A. **Detention Basins** Detention basins shall be constructed to temporarily detain the increase in stormwater runoff volume occurring on the site due to development and will conform to the following standards.
1. **Storage Volumes.** The volume of storage provided in these basins, together with such storage as may be authorized in other detention facilities, shall be sufficient to control the increased runoff from the 2-year, 10-year and ~~100~~25-year, 24-hour storms; a developer/engineer may elect to detain only part of the proposed site, however, the total post-development flow must still be less than the pre-development flow. Furthermore, pre-existing flow patterns, distributions, and exit locations should be mimicked in the developed conditions; over-detaining a portion of the site will not be allowable if it results in increased direct-discharge flows to other parts of the site.
 2. **Detention in Flood Zones.** For sites that are located in or partially in a flood zone, all detention or otherwise areas designated for storage volume must be located above the Base Flood Elevation. If the Base Flood Elevation is unknown or undetermined, it shall be the responsibility of the applicant and their engineer to determine and provide the Base Flood Elevation as well as its extents throughout the subject site.
 3. **Surcharge.** No surcharge shall be allowed for any storm sewer, storm inlet, detention/retention pond, or other stormwater structure for any event less than or equal to the 25-year, 24-hour storm event.
 - a. For flows greater than the 25-year, 24-hour event and that are equal to or less than the 100-year, 24-hour event, conveyance should be provided ~~to the stormwater management facilities~~ through designed overland systems (including but not limited to depressions, swales, curb and gutter, flumes, etc.) that do not cause flooding to any properties, private or public such that no areas of ponding occur that exceed 6 inches in depth. If it is determined that 6 inches or greater of total stormwater depth may occur for any storm event up to the 100-year event, additional conveyance shall be required in order to keep ponding to a depth of less than 6 inches.

- b. Conveyance systems that are also utilized for detention shall not surcharge for any storm event less than or equal to the ~~100~~²⁵-year, 24-hour storm event.
4. **Maximum Depth.** The maximum planned depth of stormwater storage shall not exceed ~~four~~⁽⁴⁾ feet if visible from or adjacent to public right-of-way unless approved by the City Engineer. Ponds that are placed at the rear of properties or that are not visible from public right-of-way may not exceed a depth of ~~six~~⁽⁶⁾ feet. Any pond greater than ~~four~~⁽⁴⁾ feet deep shall require a safety bench that is at a minimum ~~three~~⁽³⁾ feet wide and with a maximum of ~~five~~⁽⁵⁾ percent cross-slope for every ~~four~~⁽⁴⁾ feet of water surface elevation gained.
5. **Vertical Walls.** By special exception, detention basins may use vertical interior walls. The maximum interior height of a vertically walled detention pond is 6 feet built in 2-foot-high segments. Parts of a wall below the surface of the ground surface shall not be included in the measurement of height. A safety ledge a minimum of 2 feet wide shall separate segments; landscaping along these ledges shall be required unless utilized for an alternative use such as seating.
6. **Approach Slopes.** The approach slopes of the basin shall conform as closely as possible to natural land contours. For ponds located in areas visible from public right-of-way re-grading is preferable if necessary to keep the slopes under 5:1. 4:1 slopes may be allowable if the pond is placed at the rear of the property or is not visible from public right-of-way. Erosion control measures shall be provided as well as devices or measures to ensure public safety.
7. **Cut Slopes.** Any cut slopes that may exist and that tie into the proposed detention pond that are in excess of the maximum allowed depth shall have flat areas of less than 5% ~~percent~~ cross-slope and a minimum of 3 feet wide for every 10 feet of cut/fill elevation gained. These flat areas shall be landscaped as deemed appropriate by the City Planner.
8. **Outlet Control Structures.** Outlet control structures shall be designed as simply as possible and shall operate automatically. Any orifice less than 12 inches in diameter shall be protected within a manway structure. No orifice shall be smaller than 8 inches in diameter. Slotted weirs must be at a minimum, 4 inches in width unless approved by the City Engineer, and V-notch weirs are preferred for reduced maintenance requirements. They will be designed to limit discharges into existing or planned downstream channels or conduits so as not to exceed predetermined safe capacities, and not in excess of flows which would have occurred with the land in its pre-development condition. Exiting velocities shall not exceed 15 feet per second.
- a. For orifice or conduit control structures, the structure must be located in and protected by a manway structure. Trash racks may also be utilized in place of a manway structure; trash racks shall have no opening more than one-half the size of the area of the orifice being protected. Two-stage trash racks, or screens having progressively smaller openings placed in series, are suggested. Curved or inclined trash racks designed to allow debris to rise with the water level are preferred. In all cases, trash racks shall be either hinged or removable to facilitate maintenance operations. All trash rack operations shall have a paved bottom that extends, at a minimum, 6 inches beyond each side of the trash rack.
9. **Emergency Overflow.** The City Engineer may require an emergency overflow structure in the instances where there is concern that the outlet control structure may be overwhelmed based on site design and conveyance type. In those instances, appropriate calculations to determine the structure's capacity to pass an event in excess of the design event shall be required which shall include an analysis of the emergency overflow structure assuming full blockage of the outlet control structure. Cross-sectional details for said structures shall be provided with water surface elevations shown for the required storm events. A narrative shall be provided in the stormwater report that details how the stormwater management facilities function during extreme flood events and that describes the flow path of any excessive flows that exceed the stormwater management facilities. The City Engineer reserves the right to require additional analysis if there are concerns for downstream flooding.
10. **Appearance.** Detention facilities shall, where possible, use natural topography and natural vegetation. In lieu thereof, these facilities shall have planted trees and vegetation such as shrubs and permanent ground cover on their borders as well as within the pond. The purpose of said

plantings will be for screening and absorption; therefore, both elements should be considered in the design phase. All ponds shall be at a minimum sodded to a point 3 feet beyond the top of the levee; no mulch or seed will be allowed.

11. **Drainage.** Detention basins shall be designed to completely drain between storm events, and shall fully drain within 48 hours after any given storm event. Any basin that fails to drain in this time period will be considered in violation of the City of Starkville Stormwater Management Ordinance and shall be subject to the enforcement provisions and penalties outlined in the ordinance. Detention ponds ~~bottoms~~ shall have a minimum of 1.0% percent longitudinal slope and 0.5 percent lateral slope ~~if left in a natural, grassed condition~~. For larger ponds or where pond bottom slope is problematic, underdrains may be utilized to provide adequate drainage for the pond. Unless otherwise approved by the City Engineer, paved flumes in the bottom of detention ponds shall only be considered under extenuating circumstances and shall not be allowed for detention ponds adjacent to or visible from the right-of-way.
12. **Fencing.** Fencing of detention basins is not permitted unless written justification is submitted to and approved by the City Engineer. The preferred method is to manage the contours of the pond through the inclusion of a safety bench to eliminate drop-offs and reduce the potential for accidental drowning. In addition, the safety bench may be landscaped to deter access to the pool. If fencing is required, it shall meet the design requirements of the City Planner or Building Official.
13. **Freeboard.** If an overflow spillway is required, there shall be a freeboard of 4 inches from the maximum detention elevation to the top of the levee and the spillway structure should be capable of passing stormwater that is in excess of the 100-year, 24-hour storm. The developer will not be required to provide freeboard if an emergency structure (such as a manway or weir) is incorporated that will safely pass emergency flows.

B. **Underground Basins** Underground detention facilities shall be constructed to temporarily detain the increase in stormwater runoff volume occurring on the site due to development and will conform to the following standards:

1. **Access.** At a minimum, all underground detention facilities shall be provided with manway access to inflow and outflow ends, any junctions or changes in direction, and control structure junctions.
2. **Clear Space.** No underground detention facility shall have any permanent structure of any type, other than pavement or recreational amenities (e.g. playground equipment), erected above the system.
3. **Drainage.** Underground detention facilities shall be designed to completely drain between storm events, and shall fully drain within 48 hours after any given storm event. Any basin that fails to drain in this time period will be considered in violation of this article and shall be subject to the enforcement provisions and penalties outlined the City of Starkville Stormwater Management Ordinance. Underground detention facility bottoms shall have a minimum of 0.2% percent slope in the direction of flow.
4. **Extreme Flow Conditions.** Underground detention facilities shall be evaluated for the 500-year flow event to ensure no extreme and unintended consequences or flooding occurs once the facilities storage has been exceeded. A narrative shall be provided in the stormwater report that details how the stormwater management facilities function during extreme flood events and that describes the flow path of any excessive flows that exceed the stormwater management facilities. The City Engineer reserves the right to require additional analysis if there are concerns for downstream flooding.

C. **Retention Basins** Retention basins designed with permanent pools shall conform to the standards for detention basins as specified and will conform to the following standards:

1. **Minimum Depths.** The minimum normal depth of water before the introduction of excess stormwater shall be 3 feet. The normal design pool shall be maintained year round.
2. **Facilities for Emptying.** For emergency purposes, cleaning facilities shall be provided or plans prepared for the use of auxiliary equipment to permit emptying and drainage.

3. **Pollution Abatement.** Aeration facilities shall be required.
 4. **Side Slopes.** Natural side slopes for retention ponds shall be 4:1 or flatter; retention pond side slopes shall be permanently sodded. Retention ponds with side slopes shall have a safety bench ledge a minimum of 3 feet wide at 5% percent cross-slope located at 3 feet below normal pool elevation, ~~and~~ 3 feet below the maximum storage elevation, and at regular 3-foot intervals such that no area exists without a safety bench that is deeper than 3 feet. Safety benches shall be graded or terraced for every 3 feet of water surface elevation gained.
 5. **Retaining Walls.** Retaining walls are allowed for retention ponds; approach slopes tying into the retaining walls shall be 5:1 or flatter. Retention ponds with retaining walls shall have a safety ledge 2 feet wide provided at every 30 inches of elevation gained. When vertical interior walls are used they shall have emergency egress steps or ladders provided.
 6. **Sediment Storage.** Adequate area for sediment storage shall be provided in all retention basins and shall be designed to not interfere at any point with the required storage volume.
- D. **Alternate Mitigation Methods** Acceptable stormwater management facilities may be designed by reference to such creative methods as are provided in the Georgia Stormwater Management Manual (latest version), reference manuals or texts utilizing the most current methods of design and construction, or in accordance with the detention basins and retention basins described previously. Utilization of such optional methods will in no way alter the intent or spirit of the requirements of the City of Starkville Stormwater Management Ordinance and will continue to be subject to all calculations necessary to meet the intent of the ordinance. Utilization of such methods may allow for a reduction in the required detention volume if it is shown that said methods provide substantial reduction in increased peak flows and increased storage for the localized areas in which they are implemented. These methods may include but are not limited to bioretention areas, permeable pavements, stormwater planters, etc.

SECTION 11: AMENDMENT “6.01 - General Requirements” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

AMENDMENT

6.01 - General Requirements

- A. The recommendations, standards, criteria and parameters of design listed in the latest published edition of “A Policy on Arterial Highway in Urban Areas and Standard Specifications for Highway Bridges and Culverts,” as distributed by the American Association for State Highways Officials shall apply to the geometrics, routing and safety features of street design and construction unless such recommendation, standard, criteria or parameter is in conflict with these regulations or any comprehensive plan adopted or to be adopted by the City of Starkville.
- B. Streets shall be constructed with a bituminous surfacing covering a soil cement stabilized granular material or crushed limestone of a thickness adequate to support the anticipated vehicular loading on the type of soil comprising the subgrade and in accordance with the minimum structure number table based on roadway classification. The base shall be supported by compacted natural earth or an embankment compacted to the prescribed density and placed upon a subgrade free of debris and other objectionable materials. All streets shall be completely free of sections or isolated locations of earth with weak supporting characteristics.
- C. Soil cement stabilization design mix and application rates prepared by a licensed engineer shall be submitted with infrastructure plans.

- D. Crushed concrete pavement meeting the specifications of crushed limestone may be used in lieu of limestone described with written approval from the City Engineer. Additional material tests at a minimum multiple of 3 shall be required to confirm the viability, quality and consistency of the crushed concrete.
- E. A steel reinforced cement concrete pavement of adequate thickness and accompanying base may be used in lieu of the base and bituminous surfacing described with written approval from the City Engineer. For concrete pavements, as well as curbs and gutters, a detailed joint plan will be provided in the construction plans, prior to infrastructure plan approval, showing all joints to be in the pavement, curbs and gutters as it is to be laid out on the site. For concrete pavements and aprons that have sidewalk crossings, the section of concrete pavement that is designated for a sidewalk crossing shall be jointed according to the City of Starkville Sidewalk Detail which shall include longitudinal and lateral/perpendicular joints that are equal to the width of the sidewalk. If the contractor elects to sawcut construction joints for any concrete paving including but not limited to aprons, streets, sidewalks, and/or curb & gutter, all joints shall be sawcut between 4 and 12 hours after finishing the concrete. Generally, 4 hours shall be used for hot weather and 12 hours for cold weather unless otherwise specified by the City Engineer or his representative pending the specific weather during installation.
- F. The requirements listed in the table below are hereby established as the minimum dimensions for the category of street shown; however, the Board of Alderman reserves the right to establish other and higher standards and criteria of design for any street proposed for perpetual maintenance and ownership by the City.

Pavement Structure Number	Arterial			Collector			Local/Cul-De-Sac			
Material	Inches			Inches			Inches			
Asphalt Surface (SC-1)	2	2	2	1.5	2	2	2	2	1.5	1.5
Asphalt Base (BB-1)	4	4	4.5	4.5	3	3	3	3	2.5	2.5
Crushed Limestone	13	-	-	8	-	10	7.5	-	-	10
Cement Treated Clay Gravel (Cl. 3, Gr. B)	-	9	8	-	7	-	-	5	7	-
Proposed Structure Number	4.0 6	4.0 4	4.0 1	3.3 1	3. 3	3. 3	2.9 5	2. 9	2.9 1	2.9 1

- G. Natural subgrade shall be thoroughly dried and compacted to not less than 95% density for a 12-inch depth before application of sub-base material. A proof roll test using a fully loaded (20 tons) tandem axle trailer will be required prior to application of sub-base material.
- H. Pavement structure is based on proposed roadway classification and shall not be less than the following:

Minimum Structure Number		
Arterial Street (Heavy-Duty)	Collector Street (Medium-Duty)	Local Street (Light-Duty)
4.0	3.30	2.90

- I. Pavement structure composition based on the roadway type is shown as follows.

Alternate pavement designs may be considered but must be approved in writing by the City Engineer, but in no case shall be less than the minimum structure number required.

- J. All cement treated granular material sub-base courses shall be primed with EA-1 emulsified asphalt, or approved equal, by the City Engineer, at a rate of 0.30 to 0.35 gallons per square yard before placing asphaltic base course.
- K. Tack asphaltic base course with SS-1 emulsified asphalt, or approved equal by the City Engineer, prior to placing the wearing surface at a rate of 0.10 gallons per square yard.
- L. The total thickness for both asphalt base and surface should not be less than 4”.
- M. All non-single family private driveways, roadways or access streets shall be designed by a licensed professional engineer to accommodate the anticipated traffic volumes and loads for the particular development.
- N. Roadway materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).

SECTION 12: **AMENDMENT** “6.02 - Curb And Gutter Type And Location” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

A M E N D M E N T

6.02 - Curb And Gutter Type And Location

- A. City standard details for combined curbs and gutters are shown in APPENDIX A: Standard Details & Drawings section of this manual. The standard sections include a vertical face combined curb and gutter and a mountable curb section with integral gutter.
- B. Post Curbs sections without an integral gutter pan shall not be used unless approved in writing by the City Engineer. Under no circumstances will they be used when water flows along the curb face.
- C. Ribbon Curbs, which are typically 8 inches wide at the top and are cast near the asphalt surface, may be used in locations such as alleys and adjacent to medians, or where approved by the City Engineer, where surface water runoff is conveyed over the curb to stormwater management areas.
- D. Standard Combined Curb with Gutters. The standard vertical face curb and gutter section consists of a 6-inch wide concrete curb cast integral with an 18-inch wide sloping gutter for a combined width of 24 inches. Major Collector and Arterial streets shall use a 24-inch wide sloping gutter as approved by the City Engineer for a total width of 30 inches.
- E. All gutters should have an 8 percent% cross-slope and the longitudinal slope of the gutter should match the adjoining roadway. In no instances should more than 0.25 inches of water pool in the gutter or roadway after a rain event occurs.
- F. Spill Curbs. Where curb and gutter sections are used in super elevated streets and adjacent to medians, the gutter pan shall be sloped away from the median to allow sheet flow toward the drainage structures.
- G. Mountable Curbs. The standard mountable curb or “rollover” curb is to be cast integral with a 12-inch wide gutter pan for a combined width of 24 inches. Open inlets such as SS-2 style inlets with mountable curbs require a width transition of the curb to match the inlet opening. The placement of inlets on local streets with mountable curbs should occur on lot lines as much as possible to avoid driveway access point conflicts.
- H. A concrete barrier type curb and gutter shall be used to support the edge of pavements

or surfacing on streets as designated in the roadway type typical section chart, shown in Section 15.4.2 of the UDC, and at those locations where the barrier-type curb is required for channelization and control of traffic. See standard curb types in APPENDIX A: Standard Details & Drawings.

- I. One-half inch expansion joints are required every 60 linear feet and around all appurtenances and any other structure. Exceptions may be granted by the City Engineer.
- J. Tooled or sawcut contraction joints are required every 10 linear feet at a minimum of one-fourth the depth of the pavement.
- K. For roadways with no curb and gutter required, the roadway edge should be supported by either a 4 foot compacted shoulder with a 4% ~~percent~~ cross-slope or a ribbon curb as indicated in APPENDIX A: Standard Details & Drawings.
- L. Concrete curb and gutters shall be backfilled within 72 hours after removal of forms or slip-form pouring.
- M. ~~Limestone and cement treated granular material sub-base~~ All roadway base and sub-base layers shall extend at least 1 foot beyond the back of curb.
- N. Materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).

SECTION 13: **AMENDMENT** “6.05 - Vertical Street Design” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

AMENDMENT

6.05 - Vertical Street Design

- A. The maximum street gradient shall not exceed 8% except where steeper grades are mandatory due to unusual topographic conditions and approval is granted in writing by the City Engineer and the Fire Marshall.
- B. The minimum grade shall be such as to allow for adequate drainage without undue spread of stormwater over the travel lane but shall not be less than 1 ~~percent~~ %.
- C. All changes in street grades shall be made with vertical curves. The minimum and maximum k-values and minimum vertical curve lengths, as required by AASHTO, shall not be less than those listed below:

Vertical Street Design			
Road Type	K-Value (SAG)	K-Value (Crest)	Min. VC Length
Local	15	15	100 Feet
Collector	25	35	125 Feet

SECTION 14: **AMENDMENT** “6.08 - Driveways” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

AMENDMENT

6.08 - Driveways

- A. All portions of new driveways within the right-of-way shall be designed in accordance with the Development Standards for that zoning district per Section 14 of the Unified Development Code. Additional length may be required by the City Engineer if the driveway slopes toward the roadway and there is a potential of gravel being displaced into the public street.
- B. All new driveways to be built to include the typical gutter section of the roadway if a curb and gutter section exists at the adjoining roadway. In no cases should the driveway be constructed such that it will block the gutter drainage. In situations where the driveway grade may slope downward from the roadway, the driveway should be poured to have a nominal rise to an elevation of equal to the adjacent top of curb prior to sloping downward.
- C. All commercial driveways should be heavy duty pavement and designed to accommodate large vehicles including garbage trucks. In situations where a sidewalk may cross the driveway, the driveway apron should be heavy duty concrete pavement extending to a minimum distance to the back of the proposed sidewalk crosswalk. The driveway apron elevations and slopes should accommodate pedestrians across the crosswalk and meet ADA standards in this location.
- D. Sidewalks that cross driveway aprons shall be poured separately from the driveway apron unless otherwise approved by the Building Official and ADA Coordinator. Sidewalks shall be doweled into the adjoining concrete driveway or apron to prevent longterm differential settling.

SECTION 15: AMENDMENT “7.01 - General Requirements For Subdivisions” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

AMENDMENT

7.01 - General Requirements For Subdivisions

- A. As-built drawings are required for all infrastructure that is to be dedicated to the public or to a private entity such as an HOA along with all stormwater management areas to ensure that the actual installed construction meets or exceeds the requirements of the approved design.
- B. As-built submittal should include ~~2-sets-of~~ Record Drawings or As-Built, dated, signed and certified by the Engineer of record; in a PDF ~~copy-form~~, and an AutoCAD ~~copyformat~~, and GIS format.
- C. The drawings should include the following information:
 - 1. All easements shown and labeled (utility, drainage, access, etc.);
 - 2. Open space or common areas and ownership;
 - 3. Location and material of all survey monuments;
 - 4. Location of edge of pavement, curbs, gutters and medians;
 - 5. Dimensioned right-of-way and street widths;
 - 6. Pavement section
 - 7. Typical cross-section;
 - 8. Location of ditches, swales, pipes, culverts, inlets, headways, end-sections, structures and any other stormwater drainage items.
- D. All gate valves shall be referenced by 2 point references; all water and sewer services shall be noted on the record drawings or as-built drawings and located by two reference points and a distance from each reference point or via GPS coordinates for each valve location. Services may also be marked on the curb; however, reference points shall also be provided on the record drawings or as-built drawings.
- E. All changes from original plans and design should be clouded, highlighted or indicated in a

different color.

- F. Engineer's Certification. The following statement should appear on the as-built drawings. "I hereby certify that the "As-Built" data contained in these drawings was collected under my supervision and to the best of my knowledge represents the conditions as they exist on this project, and that the construction conforms to the requirements set forth in the approved construction plans, the City of Starkville Unified Development Code, and the City of Starkville Standards of Design & Specifications."

SECTION 16: **AMENDMENT** "7.02 - Stormwater As-Built Documentation" of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

A M E N D M E N T

7.02 - Stormwater As-Built Documentation

All applicants are required to submit actual as-built plans for any stormwater management facilities or practices after final construction is completed. The plan must show the final design for all stormwater management facilities and practices and must be certified, signed, and sealed by the engineer of record. When facilities are not constructed according to the approved plans, the City of Starkville has the explicit authority to compel compliance and have any situations corrected which are not according to the approved plans. If the as-built plan differs substantially from the approved Drainage Plan but is still acceptable to the City of Starkville, then the applicant or responsible party shall update all pertinent submittals prior to final approval.

As-built documentation should include all information related to stormwater conveyance, detention, and stormwater management facilities that was included in the approved Drainage Plan. This information should reflect actual values and not just those approved as a part of the Drainage Plan. This includes but is not limited to the following:

- A. **Conveyance Systems.** This may include stormwater conduit, open channels, natural channels, swales, box culverts, junction boxes, etc. The following information for these systems shall be provided, at a minimum, on an as-built basis:
1. Location in relation to the site plan;
 2. Type;
 3. Material;
 4. Size or diameter;
 5. Length;
 6. Slope;
 7. Inverts;
 8. Available pipe capacity ~~and~~ vs. 25-year pipe capacity tributary to the conveyance system or design storm capacity required by the City Engineer.
- B. **Stormwater Management Facilities.** This may include detention ponds, retention ponds, underground detention basins, alternate design facilities, or any other facility used for detention or reduction of runoff rates. The following information for these systems shall be provided, at a minimum, on an as-built basis:
1. Location in relation to the site plan;
 2. Side slopes;
 3. Grading contours at one-foot intervals;
 4. Bottom elevations perpendicular to grade lines and in the direction of flow (i.e. bottom of pond slope);

5. All information relative to the control structure (e.g. size, type, length, slope, invert, etc.);
6. Water surface elevations for the required design events;
7. Calculation of total volume provided; and
8. An analysis of the stormwater management facilities shall also be provided that simulates the design events through facilities to ensure they provide adequate storage and reduced peak flow rates as approved. The engineer shall remodel the stormwater design using the original model file and substituting in all as-built information such as but not limited to outlet control elevation, pipe inverts, actual pond volume, etc.

SECTION 17: **AMENDMENT** “10.02 - Subdivision Testing Requirements And Processes” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

AMENDMENT

10.02 - Subdivision Testing Requirements And Processes

The following shall be a guide for testing and material submittal requirements for all Subdivisions and Site Plans in the City of Starkville or for any development located outside the City limits but seeking City water or sewer services. The Owner, Developer, or Engineer on Record shall be responsible for providing the material submittal and testing frequency specific to the Subdivision or Site Plan as required by the City of Starkville requirements. This shall be submitted to the City Engineering Department and Starkville Utilities Department at least ~~24~~48 hours prior to the pre-construction meeting. It shall be understood that the testing requirements may increase above and beyond the submitted list depending on the actual installation frequency and construction conditions. The City shall reserve the right to require additional tests as needed. Variations from the sequencing below may be allowed for special installation requirements and with written approval from the Engineering & Utilities Departments.

A. Items Needed 14 Days Prior to Installation or Construction

1. Material Submittal (Proctor, Gradation, and/or Material Classification) for:
 - a. Roadway ~~Sub-Grade~~ In-situ Material (1 per 1000 CY)
 - b. Roadway ~~Base-Imported Select Fill~~ Material(s) (1 per 1000 CY)
 - c. Roadway Base Material(s) (1 per 1000 CY)
 - d. Bedding & Backfill for all Storm Pipe
 - e. Bedding & Backfill for all Sewer Pipe
 - f. Material Submittals for:
 - (1) Water Pipe
 - (2) Sanitary Sewer Pipe
 - (3) Water Valves
 - (4) Water & Sanitary Sewer Fittings
 - (5) Sanitary Sewer Cleanouts
 - (6) Manhole Lids
 - (7) Any other Sanitary or Water materials
 - (8) Drain Inlets, inlet boxes, junction boxes, storm pipe, box culverts
 - (9) Outlet Control Structures
 - g. Mix Design for:
 - (1) Asphalt ~~for~~ Base Course
 - (2) Asphalt ~~for~~ Surface Course
 - (3) Concrete ~~for~~ Curb & Gutter
 - (4) Mix Design for Soil Cement (if applicable)

B.

Checkpoint #1#

These items shall be completed, installed, inspected, and approved, and all tests shall be submitted and approved by the Engineering & Utilities Departments after all utility infrastructure is installed, roadway sub-grade is completed, and prior to any roadway subbase material being installed.

1. Roadway Sub-~~G~~grade

a. Existing On-Site Material

(1) Densities @ 98% Compaction

(2) Cut Section: One / 300 LF

(3) Fill Section: One / 300 LF / Layer, ~~8~~6" max.

(4) Proof-Roll (fully loaded tandem dump truck pass on each travel lane of the proposed roadway)

b. Imported Select Fill Material

(1) Densities @ 98% Compaction

(2) Fill Section: One / 300 LF / Layer, 6" max.

(3) Proof-Roll (fully loaded tandem dump truck pass on each travel lane of the proposed roadway)

c. ~~Proof-Roll (final layer, fully loaded tandem dump truck pass on each travel lane of the proposed roadway)~~

2. Sanitary Sewer Manhole: 1 Density under each Manhole

3. Sanitary Sewer Manhole: Leakage Test on 100%

4. Sanitary Sewer X-ing Under Roadway: Density: ~~(1~~ test / x-ing / lift of backfill, 6" max)

5. Lift Station (if applicable): Density (1 per lift station)

6. Lift Station Valve Pit (if applicable): Density (1 per valve pit)

7. Water Line X-ing Under Roadway: Density: ~~(1~~ test / x-ing / lift of backfill, 6" max)

8. Sanitary Mandrel & Pressure Test: 100% of System

9. Force Main Pressure Test: 100% of System

10. Water Line Pressure Test: 100 % of System

11. RCP X-ing Under Roadway: Density: ~~(1~~ test / x-ing / lift of backfill, 6" max)

12. RCP/~~HP~~ in ROW (not under Roadway): Density: ~~(1~~ test / lift / 150 LF of pipe)

13. All Other Storm Sewer: Density: ~~(1~~ test / lift / pipe run*, 6" max) *A "pipe run" shall be defined as a continuous run of pipe, no more than 100 LF that is uninterrupted by any type of junction, inlet, box, or other structure. If pipe length between two structures is between 100' – 200', two tests are required. For lengths between 200' – 300', three tests are required.

C. **Checkpoint #2#** These items shall be completed, installed, inspected, and approved, and all tests shall be submitted and approved by the Engineering & Utilities Departments after all roadway subbase materials have been installed, inspected and completed, but prior to the installation of any asphalt material or curb & gutter material.

1. Roadway ~~Base~~-Subbase Material(s)**

a. Classification: 1 per 1000 CY

b. Proctor: 1 per 1000 CY

c. Densities @ 98% Compaction: One / 300 LF / layer, 6" max, in roadway

d. Densities @ 98% Compaction: Two^ / 300 LF / layer, 6" max, under curb ^one on each side of roadway

e. Densities @ 98% Compaction: One / 300 LF/layer, 6" max, for soil cement

f. Proof-Roll: Final layer and prior to soil cement, if app. **These tests will apply to each type of roadway base if there are multiple materials specified in the approved plans.

D. **Final Submittal** These items shall be completed, installed, inspected, and approved, and all tests shall be submitted and approved by the Engineering & Utilities Departments after all asphalt and curb & gutter materials have been installed and completed.

1. Concrete Curb & Gutter

- a. Compressive Strength (~~30~~500 PSI @ 28 days): 50 CY (min. 1 set/day)
 - b. Air Content: 50 CY (min. 1 set/day)
 - c. Slump (5" max): 50 CY (min. 1 set/day)
 - d. Temperature: 50 CY (min. 1 set/day)
 - 2. Hot Mix Asphalt (all courses)
 - a. VMA: 1 per 500 tons (min. 1 set/day)
 - b. Asphalt Content: 1 per 500 tons (min. 1 set/day)
 - c. Extraction: 1 per 500 tons (min. 1 set/day)
 - d. Stability: 1 per 500 tons (min. 1 set/day)
 - e. Total Air Voids: 1 per 500 tons (min. 1 set/day)
 - f. ~~Maximum Specific Gravity: 1 per 500 tons (min. 1 set/day)~~ Mixture Gradation: 1 per 500 tons (min. 1 set/day)
 - g. Density: 1 per 300 tons (min. 3/day)
 - h. ~~Density: 5 per day~~
 - 3. Above Ground Utility Structures
 - a. All water & sanitary sewer services to each lot; marked, visible, protected & intact.
 - b. All water valve boxes completely installed, completely iron, top to bottom.
 - c. All manholes above grade and their lids properly secured.
 - 4. BACTI Testing
 - a. Starkville Utilities Department will not perform a BACTI test until ALL as-built drawings have been provided, previous submittals have been provided, and all tests have passed.
 - 5. Lift Station (if applicable)
 - a. Testing shall be provided including draw down with pump representative, SCADA representative, design engineer, City Inspector, and Starkville Utilities representative.
 - 6. CCTV Inspection of Storm & Sewer
 - a. CCTV Inspection must be provided for both stormwater systems and sewer systems for all lines to be maintained by the City to confirm that the systems have been appropriately installed and to confirm there is no sediment, construction debris, or other deleterious substances in the lines or systems. Private lines may also be subject to inspection if there is concern that upstream private lines may negatively impact downstream public lines.
- E. **Testing & Material Submittal Format** Submitted materials and tests should be provided in a concise, easy to read format that directly corresponds to the testing requirements listed above. The testing firm should organize the tests based on the material, location, and layer(s) (if applicable). There should be separate binders/chapters for each phase of construction (i.e. sub-grade, subbase, storm sewer, etc.), and then those should be divided into sections based on test type (i.e. proctor, gradation, density, etc.). Schematics or maps should be provided that correspond to the tests performed so a location of the tests can be matched with the actual tests. Failed tests should ~~not be submitted or included~~ but do not count towards as part of the minimum testing requirement. Duplicate ~~and failed~~ tests should be removed prior to submittal. Concrete tests should be submitted after the 28-day break. For an example report, please contact the City Engineering Department. Below is an example testing schedule. A testing and frequency schedule specific to the subject project will be required as a part of the preconstruction meeting. All test reports, inspection reports, and submittals should be sent to the City of Starkville Engineering Department and Starkville Utilities Department.

SECTION 18: AMENDMENT “13.01 - Access And Driveways” of the City
 of Starkville Standards of Design & Specifications is hereby *amended* as follows:

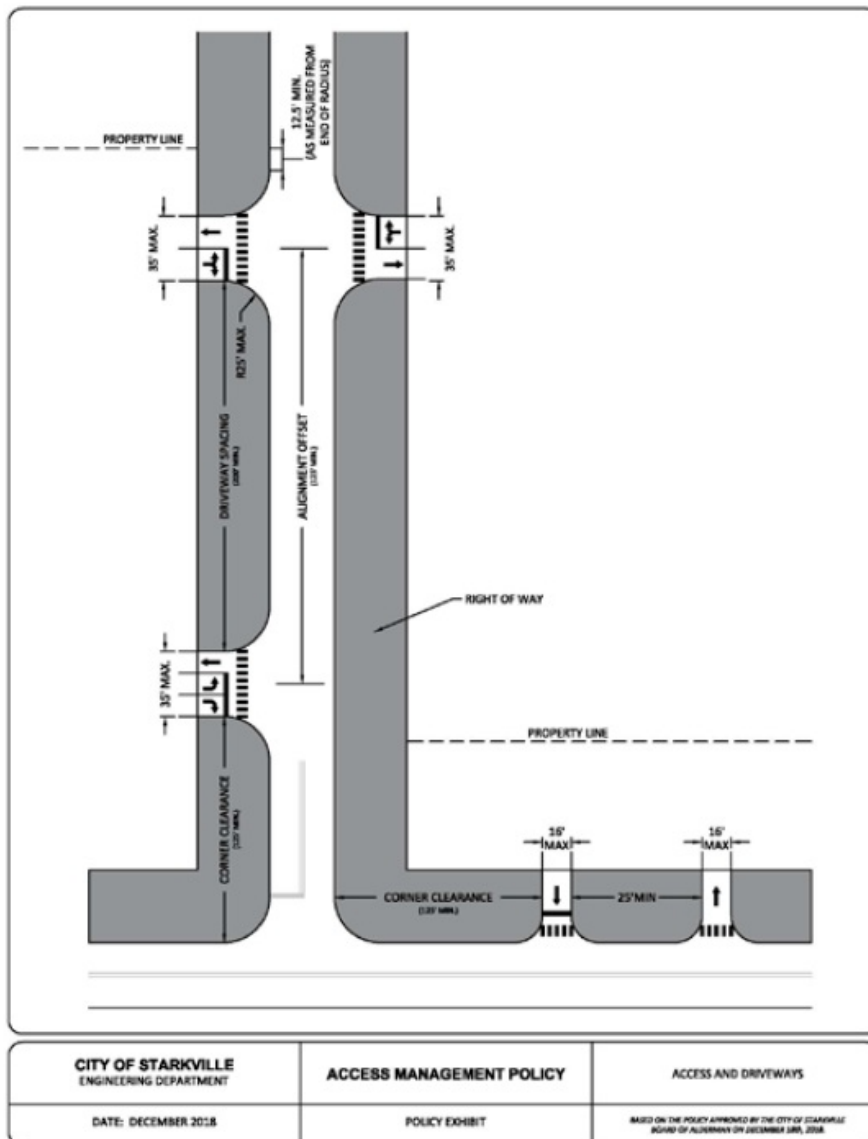
A M E N D M E N T

13.01 - Access And Driveways

- A. Applicability: All projects that are required to have site plan review and/or approval by the Development Review Committee.
- B. Exceptions: single lot detached dwelling, single lot attached dwelling duplex, agricultural property and roadways owned and maintained by the Mississippi Department of Transportation.
- C. Access Point Spacing: Lots that are not used for single lot detached dwelling or agricultural purposes, are permitted vehicular access points but shall not exceed one (1) for every accumulative two hundred (200) feet of frontage. Properties that are less than two hundred (200) feet across, or that have less than two hundred (200) feet of frontage on the street, shall be limited to one access point per street frontage unless otherwise approved by the Development Review Committee. Developments that are intended to be subdivided into multiple parcels, with or without multiple business owners, will be viewed as a single development and will be subject to the requirements of this section as such. Individual parcels within such developments shall not be permitted access unless the access point meets the requirements of this section. The City Engineer may allow two (2) one-way driveways to serve a commercial property. Distances between adjacent one-way commercial driveways with inbound traffic upstream from the outbound drive must have a minimum separation distance of 25 feet. Roadway and the maximum width of a one-way entrance driveway will be 16 feet as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
- D. Location of Access Points: The location of access points shall be based on the following criteria:
 - 1. The access point shall not conflict with vehicle turning movements.
 - 2. The access point shall be located at least 125 feet from an intersection of a public or non-City owned roadway as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
 - 3. Exceptions may be approved if the property would otherwise be landlocked. If an exception is approved, the access will be right-in/right-out only and may not be allowed closer than 50 feet from the near edge of the intersection street.
 - 4. Unless the driveway access is shared by multiple lots, the flared portion or curb return shall be located 12.5 feet from the boundary line so as to not encroach on adjacent property frontage as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
 - 5. When an applicant's lot has frontage on more than one street, access shall be given from the lower functional road to the extent possible.
- E. In special circumstances, the City Engineer may require a right-in/right-out access if sight distance is limited, high left turn volume is anticipated or other issues may create an unsafe situation for the traveling public.
- F. Alignment: Access points shall align with opposing driveway approaches, if any or shall be offset by at least 125 feet as outlined and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
- G. Width: Non-residential driveways shall be:
 - 1. A minimum of 12 feet and a maximum of 16 feet in drivable surface width for a one-way driveway*.
 - 2. A minimum of 20 feet and a maximum of ~~35~~0 feet in drivable surface width for a two-way driveway with a single exit lane*.
 - 3. A minimum of 30 feet and a maximum of 36 feet in drivable surface width for a two-way driveway with two exit lanes*.
 - 4. *Site conditions and building construction type may require wider driveway widths per the Fire Code and Fire Marshall.
- H. Driveway Radius: Non-residential driveways: The maximum allowable driveway radius ~~is~~ shall be a minimum of 10 feet and a maximum of 25 feet unless approved by the City Engineer based on documentation provided by the applicant justifying the need for a larger radius based

on specific site transportation needs.

- I. Traffic Impact Study: The City Engineer may require the applicant to prepare and submit a traffic impact study for any proposed site that would generate 100 or more total trips during the peak hour of the traffic generator or the peak hour of the adjacent street as outline and illustrated in the latest version of the Mississippi Department of Transportation Access Management Manual.
- J. Cross-access may be required as specified in Section 14.10.2.F of the Unified Development Code.
- K. Appeals
Appeals of staff decisions regarding access may be appealed to the Board of Adjustment & Appeals.



SECTION 19: **AMENDMENT** “6.09 - Striping” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

A M E N D M E N T

6.09 - Striping

- A. All striping for roadways, crosswalks and ADA parking shall be thermoplastic.
- B. In areas where thermoplastic striping is applied to a concrete surface, the surface shall be pressure washed, dried, and cleaned prior to the application of striping.
- C. Details for striping can be found in APPENDIX A: Standard Details & Drawings.
- D. All striping shall be in accordance with the Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
- E. All striping materials and installation shall be in accordance with the Mississippi Standard Specifications for State Aid Road and Bridge Construction (latest edition).

SECTION 20: **AMENDMENT** “Table - Example Material Submittals, Job Control Sampling And Testing” of the City of Starkville Standards of Design & Specifications is hereby *amended* as follows:

A M E N D M E N T

Table - Example Material Submittals, Job Control Sampling And Testing

EXAMPLE PROJECT - MATERIAL SUBMITTALS, JOB CONTROL SAMPLING & TESTING			
Layer / Item	Test	Frequency	<u># of Tests</u>
CHECKPOINT #1			
Subgrade - Existing On-Site	Classification	1,000 CY	<u>4</u>
	Proctor	1,000 CY	<u>4</u>
	Density (98% compaction)	300 LF / 6" compacted lift	<u>13</u>
	Proof Roll	Final Layer	<u>1</u>
Subgrade - Imported Select Fill	Classification	1,000 CY	<u>10</u>
	Proctor	1,000 CY	<u>10</u>
	Density (98% compaction)	300 LF / 6" compacted lift	<u>26</u>

	<u>Proof Roll</u>	<u>Final Layer</u>	<u>1</u>
<u>Storm Sewer</u>			
<u>Backfill - All Storm Pipe</u>	<u>Proctor / Gradation</u>	<u>10 days prior to construction</u>	<u>1</u>
<u>RCP Under Roadway</u>	<u>Density</u>	<u>One / 6" lift of backfill</u>	<u>75</u>
<u>RCP/HP In ROW (not under roadway)</u>	<u>Density</u>	<u>One / 6" lift / 150 LF of pipe</u>	<u>39</u>
<u>All Other Pipe</u>	<u>Density</u>	<u>One / 6" lift / pipe run</u>	<u>60</u>
<u>Water Line</u>			
<u>Valve Boxes</u>	<u>Visual</u>	<u>100% of boxes</u>	<u>31</u>
<u>Fittings & Connections</u>	<u>Visual</u>	<u>100% of system</u>	<u>100%</u>
<u>Force Main & Water Line System</u>	<u>Static Pressure</u>	<u>100% of system</u>	<u>100%</u>
<u>Water System</u>	<u>BACTI</u>	<u>Performed after all other tests pass</u>	<u>100%</u>
<u>Thrust Blocks</u>	<u>Visual</u>	<u>100% of blocks</u>	<u>5</u>
<u>Water Line Roadway X-ing</u>	<u>Density</u>	<u>One / 6" lift of backfill</u>	<u>15</u>
<u>Sanitary Sewer</u>			
<u>Sanitary Sewer System</u>	<u>Deflection Test</u>	<u>100% of system</u>	<u>100%</u>
<u>Sanitary Sewer System</u>	<u>Air Test</u>	<u>100% of system</u>	<u>100%</u>
<u>Manhole</u>	<u>Leakage Test</u>	<u>Each</u>	<u>17</u>
<u>Manhole</u>	<u>Density</u>	<u>Each</u>	<u>17</u>
<u>Manhole Connections</u>	<u>Visual</u>	<u>100% of connections</u>	<u>30</u>
<u>Line Taps</u>	<u>Visual</u>	<u>100% of connections</u>	<u>20</u>
<u>Sanitary Sewer Roadway X-ing</u>	<u>Density</u>	<u>One / Lift</u>	<u>15</u>
<u>Sanitary Sewer Service Roadway X-ing</u>	<u>Density</u>	<u>One / Lift</u>	<u>25</u>
<u>Sanitary Sewer Bedding / Backfill</u>	<u>Proctor / Gradation</u>	<u>10 days prior to construction</u>	<u>1</u>
<u>Lift Station (if applicable)</u>	<u>Density</u>	<u>One / Lift Station</u>	<u>1</u>
<u>Lift STation Valve Pit (if applicable)</u>	<u>Density</u>	<u>One / Valve Pit</u>	<u>1</u>

<u>CHECKPOINT #2</u>			
<u>Road Subbase</u>			
<u>Imported Subbase</u> <u>(Crushed Stone, etc.)</u>	<u>Classification</u>	<u>1,000 CY</u>	<u>4</u>
	<u>Proctor</u>	<u>1,000 CY</u>	<u>4</u>
	<u>Density (98% compaction)</u>	<u>300 LF / 6" compacted lift</u>	<u>26</u>
	<u>Proof Roll</u>	<u>Final Layer</u>	<u>1</u>
<u>Cement Treated Base</u>	<u>Mix Design</u>	<u>10 days prior to construction</u>	<u>1</u>
	<u>Material Submittal</u>	<u>5 days prior to construction</u>	<u>1</u>
	<u>Classification</u>	<u>1,000 CY</u>	<u>2</u>
	<u>Proctor</u>	<u>1,000 CY</u>	<u>2</u>
	<u>Density (98% compaction)</u>	<u>300 LF / Layer</u>	<u>26</u>
	<u>Proof Roll</u>	<u>Final Layer</u>	<u>1</u>
<u>CHECKPOINT #3</u>			
<u>Roadway</u>			
<u>Concrete Curb & Gutter</u>	<u>Mix Design</u>	<u>10 days prior to construction</u>	<u>1</u>
	<u>Density (under curb)</u>	<u>300 LF each side (98% compaction, min. 1 set per day)</u>	<u>26</u>
	<u>Compressive (3500 PSI @ 28 days)</u>	<u>50 CY (min. 1 set per day)</u>	<u>11</u>
	<u>Air Content</u>	<u>50 CY (min. 1 set per day)</u>	<u>11</u>
	<u>Slump (5" max)</u>	<u>50 CY (min. 1 set per day)</u>	<u>11</u>
	<u>Temperature</u>	<u>50 CY (min. 1 set per day)</u>	<u>11</u>
<u>Hot Mix Asphalt</u> <u>(base course)</u>	<u>Mix Design</u>	<u>10 days prior to construction</u>	<u>1</u>
	<u>Mix Tests:</u> ● VMA ● Total Air Voids ● Stability ● Asphalt Content ● Extraction ● Mixture Gradation	<u>1 per 500 tons (min. 1 per day)</u>	<u>4</u>
	<u>Density</u>	<u>1 per 300 tons (min. 3 per day)</u>	<u>35</u>
	<u>Mix Design</u>	<u>10 days prior to construction</u>	<u>1</u>

<u>Hot Mix Asphalt</u> <u>(surface course)</u>	<u>Mix Tests:</u> ● VMA ● Total Air Voids ● Stability ● Asphalt Content ● Extraction ● Mixture Gradation	<u>1 per 500 tons (min. 1 per day)</u>	<u>3</u>
	<u>Density</u>	<u>1 per 300 tons (min. 3 per day)</u>	<u>28</u>
<u>Sewer & Storm</u>			
<u>Sewer & Storm Systems</u>	<u>CCTV Inspection</u>	<u>100% of System</u>	<u>100%</u>

PASSED AND ADOPTED BY THE CITY OF STARKVILLE COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ben Carver	_____	_____	_____	_____
Sandra C. Sistrunk	_____	_____	_____	_____
Jeffrey Rupp	_____	_____	_____	_____
Mike Brooks	_____	_____	_____	_____
Hamp Beatty	_____	_____	_____	_____
Vice Mayor Roy A'. Perkins	_____	_____	_____	_____
Henry N. Vaughn, Sr.	_____	_____	_____	_____
Presiding Officer			Attest	

Lynn Spruill, Mayor, City of Starkville

Lesa Hardin, City Clerk, City of Starkville



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 04.04.2023
PAGE: 1

SUBJECT: Request authorization to approve sole source quote from Covington Sales & Service, Inc. for a conveyor belt with chain for the asphalt patching truck in the amount of \$10,825.00.

AMOUNT & SOURCE OF FUNDING: 001-301-630-400

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

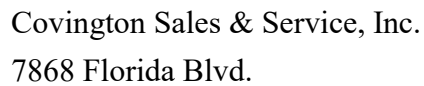
DIRECTOR'S

AUTHORIZATION: Cody A. Burnett

FOR MORE INFORMATION CONTACT: Cody A. Burnett

The Street Department asphalt patching truck is experiencing perpetual maintenance issues and is anticipated to become inoperable in the near future due to a conveyor belt and chain. Covington Sales & Services, Inc. is the only source that has been found that offers this part for this particular model.

SUGGESTED MOTION: Move to accept the quote from Covington Sales & Services, Inc. for a conveyor belt with chain for the asphalt patching truck in the amount of \$10,825.00.



225-664-7427 or
1-800-349-8000
Fax 225-665-1567
parts@covingtonsales.com

Date	Quote #
3/24/2023	14357

Name / Address
City of Starkville City Hall/Accounts Payable 110 West Main Street Starkville, MS 39759

Ship To
City of Starkville Street Dept/Brandon 506 North D L Conner Dr. Starkville, MS 39760

Requisition #

Rep

RW

Unit #

Quotes are good for 7 days. Prices are subject to change without notice. Freight is only an estimate actual freight charges will appear on invoice and may be more or less than quoted.

Total	\$10,825.00
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**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 04.04.2023
PAGE: 1

SUBJECT: Consideration of approving Springer Engineering to perform engineering design, construction administration, inspection, and testing for the 2023 Soil Cement & DBST Roadway Project.

AMOUNT & SOURCE OF FUNDING: Use Tax Bond funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Cody A. Burnett

FOR MORE INFORMATION CONTACT: Cody A. Burnett

This approval will authorize Springer Engineering to provide all necessary engineering services to design, administer, inspect, and test the 2023 Soil Cement & DBST Roadway project. This project will include providing soil cement and double bituminous surface treatment to the existing gravel roadways for Bar-B-Q Road, Boyd Road, Cannon Road, & Lakeside Road, all of which were annexed by the City of Starkville in the most recent annexation. Springer Engineering specializes in this type of design and provided similar services in the 2018 Soil Cement & DBST Roadway project.

The proposed total cost for the design, construction administration, inspection, and testing is \$20,900.

SUGGESTED MOTION: Move to approve Springer Engineering to perform engineering design, construction administration, inspection, and testing for the 2023 Soil Cement & DBST Roadway Project.



206 OLD WEST POINT RD.
STARKVILLE, MS 39759
PHONE 662-323-2296
FAX 662-323-2297
SPRINGERMS@BELLSOUTH.NET

March 22, 2023

City of Starkville
ATTN: Cody Burnett, P.E.
110 West Main Street
Starkville, Mississippi

**RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR
BAR-B-Q ROAD, BOYD ROAD, CANNON ROAD & LAKESIDE ROAD
STARKVILLE, MISSISSIPPI**

Dear Mr. Burnett:

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.

A. Subsurface Soils Investigation	\$ 5,100.00
B. Soil Cement Mix Design.....	\$ 800.00
C. Preparation of Plans & Specifications	\$ 7,000.00
D. Construction Administration & Inspection.....	\$ 3,000.00
E. Material Testing	\$ 5,000.00
Total	\$ 20,900.00

Soils Investigation and Soil Cement Design completed by April 28, 2023.

Plans and Specifications completed by June 16, 2023

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:

Cody Burnett, P.E.
CITY OF STARKVILLE

Date



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 04.4.2023
PAGE: 1

SUBJECT: Consideration of approval to select Garver Engineering as the Construction Engineering and Inspection (CE&I) consultant for the Spring Street and Highway 12 Intersection TAP project using MDOT small purchase procedure, authorize the Mayor to negotiate and sign an engineering services contract.

AMOUNT & SOURCE OF FUNDING

The CE&I for this project is being joint funded by MSU, Oktibbeha County and City of Starkville. The City's portion is being funded from General Fund Unrestricted Fund Balance.

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering & Street

DIRECTOR'S

AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT: Chris Williams

The City was awarded \$400,000 for the Spring Street and Highway 12 Intersection TAP project which involves improvements to the intersection of Hwy 12 and Spring Street as part of the ongoing improvements. Garver was selected to perform the Preliminary Engineering services for the project.

We performed an office review of the project on Wednesday, March 23, 2023 which is approximately at the stage when the plans are 90% complete.

The next steps of the project are to finalize the plans, specifications and several other items, such as insuring that a CE&I contract is in place.

MDOT allows LPAs to select consultants from a master contract list using the small purchase procedure as long as the proposed contract amount is below a certain threshold.

SUGGESTED MOTION: Move for approval to select Garver Engineering as the Construction Engineering and Inspection (CE&I) consultant for the Spring Street TAP project using MDOT small purchase procedure, authorize the Mayor to negotiate and sign an engineering services contract.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the **CITY OF STARKVILLE**, Starkville, Mississippi, hereinafter designated as the OWNER, and **ATWELL & GENT, P.A.**, Starkville, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates furnishing all materials associated with constructing, reconstructing, and relocating overhead 13 kV distribution and overhead 69 kV transmission facilities and constructing replacement underground 13 kV facilities ("MATERIALS") for the Highway 182 Revitalization Project ("PROJECT"), and

WHEREAS: The OWNER requires the ENGINEER to provide engineering services required to facilitate OWNER procuring and furnishing MATERIALS for the PROJECT, and

WHEREAS: The OWNER does hereby employ the ENGINEER to furnish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1 ENGINEERING & CONSULTING SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to render diligently and competently the engineering and consulting services described as follows:

ITEM ONE: DESIGN PHASE

Prepare bidding documents for the purpose of taking bids for MATERIALS for the PROJECT.

ITEM TWO: BID PHASE

The ENGINEER shall furnish copies of plans and specifications for MATERIALS to prospective bidders as required. Plans and specifications shall be provided to prospective bidders electronically via email and posted to OWNER's electronic bid site. The CONSULTANT shall evaluate the bids received for MATERIALS and shall make recommendations as to the best bid or bids for MATERIALS.

The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the bid phase.

The ENGINEER shall prepare and furnish to the OWNER sample purchase orders for all MATERIALS to be procured by the OWNER.

ARTICLE 2 OWNER'S RESPONSIBILITY

THE OWNER agrees, in consideration of the services to be performed by the ENGINEER, as hereinbefore set out to:

1. Pay the costs of any legal advertisements which may be necessary in advertising the project for taking bids for MAETRIALS for the PROJECT.

ARTICLE 3 PAYMENTS

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEERING & CONSULTING SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM ONE: DESIGN PHASE

The sum of SIX THOUSAND SIX HUNDRED DOLLARS (\$6,600.00).

The fee shall be due and payable upon delivery to the OWNER of all Contract Documents necessary for taking bids for MATERIALS.

ITEM TWO: BID PHASE

The sum of ONE THOUSAND NINE HUNDRED AND EIGHTY DOLLARS (\$1,980.00).

The fee shall be payable upon delivery to the OWNER of a tabulation of the bids received for construction of FACILITIES.

ARTICLE 4 BILLING

Charges are computed based on the above rates using only hours spent directly on this project. The rates are complete and include all charges. The ENGINEER will submit an invoice to the OWNER each month for all compensation due for services performed hereunder for the preceding month. OWNER shall inspect and make payment within forty-five (45) days of its approval of the invoice or otherwise in accordance with the Timely Payment of Purchases by Public Bodies [Section 31-7-301, et sequential, Mississippi Code of 1972].

ARTICLE 5 ARBITRATION

All claims, disputes, and other matters in question, arising out of, or relating to, this agreement or the breach of this agreement shall be decided by arbitration in accordance with Sections 11-15-101, et sequential, Mississippi Code of 1972. The arbitration shall be conducted as provided by said Sections 11-15-101, et sequential, and this agreement to arbitrate shall be specifically enforceable as provided therein.

ARTICLE 6 SUCCESSORS AND ASSIGNS

This agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties, but not including third-party beneficiaries not specifically named within this agreement.

ARTICLE 7 ASSIGNMENT

Except as provided above, neither party shall assign nor transfer any interest in this agreement without the prior, express, and written consent of the other.

ARTICLE 8 NO PERSONAL LIABILITY

Nothing in this agreement shall create on behalf of the ENGINEER any supervisory responsibility for the installation and implementation of any facilities to be constructed and services therein. Any work done regarding construction of facilities and services therein, whether by OWNER or by independent contractors, is not under the authority or the supervision of the ENGINEER, its officers and/or agents. The ENGINEER's duties are limited to those as outlined in this agreement. Nothing in this agreement shall be construed as giving any rights or benefits under this agreement to anyone other than the named parties.

ARTICLE 9 NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE 10 GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of Mississippi.

ARTICLE 11 SEVERABILITY

The invalidity of any portion of this agreement shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

ARTICLE 12 ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement in writing.

ARTICLE 13 MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

ARTICLE 14 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

ARTICLE 15 NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth within this agreement.

ARTICLE 16 GENERAL CONSIDERATIONS

The ENGINEER's estimate of costs is the opinion of the ENGINEER of the probable construction cost on the date the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to the OWNER.

The ENGINEER shall carry Professional Liability Insurance with limits of liability of \$2,000,000.00 for the duration of this Agreement. ENGINEER shall provide OWNER with a Certificate of Insurance indicating that the insurance is in effect. ENGINEER shall notify OWNER thirty (30) days prior to cancellation of this insurance.

The ENGINEER will perform engineering services in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction contractors or materialmen.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt

of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

The Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

If the project is suspended for more than six months or abandoned in whole or in part, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 3, PAYMENTS.

ARTICLE 17 EFFECTIVE DATE

The effective date of the contract shall be considered the date of signing of this Agreement by both the parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date(s) shown below.

OWNER

WITNESS

CITY OF STARKVILLE

By: _____

Title: _____

Date: _____

ENGINEER

WITNESS:

ATWELL AND GENT, P.A.



By:  _____

Title: President

Date: 03/11/2023



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 04/04/2023

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2021 – 2022 Budget

FISCAL NOTE: Total Claims for the **FY 23** Claims Docket Ending March 29, 2023 is \$1,820,016.87
Of which the claims amount for Starkville Utilities is \$1,410,336.89.

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 March 29, 2023 for fiscal years ending 09/30/23 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

CLAIMS DOCKET

By Fund

Post Dates 3/23/2023 - 3/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CADENCE /ELAN VISA	75660081	02/28/2023	INDEED FOR FEBRUARY 2023	001-000-054-205	177.73
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-000-053-206	7,056.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-000-053-206	6,813.36
KRONOS	12045896	03/15/2023	PAYROLL	001-000-054-205	944.19
KRONOS	12045897	03/15/2023	W2 PRINTING	001-000-054-205	56.25
CADENCE /ELAN VISA	INV0036146	03/28/2023	LAND GLIDE SOFTWARE	001-000-054-205	106.99
Outstanding Total:					15,154.52
Paid					
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0036122	03/24/2023	RESTITUTION JUSTIN GORDON	001-000-149-691	530.00
Paid Total:					530.00
Department 000 - UNDESIGNATED Total:					15,684.52
Department: 005 - MISSING DESCRIPTION FOR DEPT - 005					
Outstanding					
SECURITY SOLUTIONS	17379489	12/01/2022	CLOUD ACCESS FEE FOR 3 DOORS AT TRAVIS OUTLAW CENT	001-005-054-208	360.00
SECURITY SOLUTIONS	871	01/01/2023	STANDARD CELLULAR MONITORING	001-005-054-208	690.00
CANON FINANCIAL SERVICES, INC	30157743	03/12/2023	METER USAGE	001-005-054-208	523.25
ATMOS ENERGY	INV0036135	03/23/2023	MONTHLY USAGE	001-005-054-208	172.99
Outstanding Total:					1,746.24
Department 005 - MISSING DESCRIPTION FOR DEPT - 005 Total:					1,746.24
Department: 110 - MUNICIPAL COURT					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0036136	02/17/2023	POSTAGE PLAN	001-110-604-330	1,380.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-110-491-135	325.00
CANON FINANCIAL SERVICES, INC	30157747	03/12/2023	METER USAGE	001-110-604-330	121.78
CANON FINANCIAL SERVICES, INC	30157752	03/12/2023	METER USAGE	001-110-604-330	101.70
WATERMARK PRINTERS LLC	15566	03/15/2023	3 PART NOTICE OF SETTINGS FORM	001-110-501-200	1,721.00
STAPLES	7606370292	03/17/2023	COPY PAPAER	001-110-501-200	177.96
SULLIVAN'S OFFICE SUPPLY, INC.	80091	03/17/2023	CASE OF RECEIPT PAPAER	001-110-501-200	81.43
VANYETTA HOLMES	INV0036120	03/17/2023	CONTRACT LABOR	001-110-600-301	111.00
Outstanding Total:					4,019.87
Department 110 - MUNICIPAL COURT Total:					4,019.87
Department: 120 - MAYORS OFFICE					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0036136	02/17/2023	POSTAGE PLAN	001-120-604-330	20.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-120-491-135	215.00

CLAIMS DOCKET

Post Dates: 3/23/2023 - 3/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	30157751	03/12/2023	METER USAGE	001-120-604-330	92.57
Outstanding Total:					327.57
Department 120 - MAYORS OFFICE Total:					327.57
Department: 123 - IT					
Outstanding					
GARNER COMMUNICATION SERVICES LLC	1046542	02/22/2023	FY23 ANNUAL SVC AGREEMENT RETAINER	001-123-600-300	9,000.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-123-491-135	400.00
CANON FINANCIAL SERVICES, INC	30157742	03/12/2023	METER USAGE	001-123-604-330	99.43
MAXXSOUTH BROADBAND	INV0036150	03/29/2023	CAMERA PROJECT	001-123-918-806	40.00
Outstanding Total:					9,539.43
Department 123 - IT Total:					9,539.43
Department: 142 - CITY CLERKS OFFICE					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-142-491-135	400.00
Outstanding Total:					400.00
Department 142 - CITY CLERKS OFFICE Total:					400.00
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0036136	02/17/2023	POSTAGE PLAN	001-145-604-330	360.00
CANON FINANCIAL SERVICES, INC	30157741	03/12/2023	METER USAGE	001-145-604-330	447.16
CANON FINANCIAL SERVICES, INC	30157747	03/12/2023	METER USAGE	001-145-604-330	121.77
AMAZON CAPITAL SERVICES, INC.	1P9Q-HDK4-3W6R	03/20/2023	CALCULATOR RIBBIN,ERASERS,ENVELOPES,INK ,AND LEAD	001-145-501-200	131.59
Outstanding Total:					1,060.52
Department 145 - OTHER ADMINISTRATIVE Total:					1,060.52
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1289301	03/16/2023	J HEADLEY BOND RENEWAL	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1289302	03/16/2023	S CARRITHER RENEW BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1289303	03/16/2023	T ROBERSON BOND RENEWAL	001-159-620-371	175.00
Outstanding Total:					525.00
Department 159 - BONDING-CITY EMPLOYEES Total:					525.00
Department: 169 - LEGAL					
Outstanding					
STARKVILLE DAILY NEWS	300239614	03/07/2023	PH-COLUMBIA INDUSTRIES	001-169-615-342	46.32
STARKVILLE DAILY NEWS	300239631	03/12/2023	PH-UDC	001-169-615-342	49.12
STARKVILLE DAILY NEWS	300239632	03/12/2023	MDU-20 ZONING	001-169-615-342	79.92
STARKVILLE DAILY NEWS	300239636	03/14/2023	2023 ST IMPROVEMENTS	001-169-615-342	109.20
STARKVILLE DAILY NEWS	3002239645	03/15/2023	MDU-20 BROOKSVILLE GARDENS	001-169-615-342	82.68
Outstanding Total:					367.24
Department 169 - LEGAL Total:					367.24
Department: 180 - HUMAN RESOURCES					
Outstanding					
QUADIENT FINANCE USA, INC.	INV0036136	02/17/2023	POSTAGE PLAN	001-180-604-330	20.00
CADENCE /ELAN VISA	75660081	02/28/2023	INDEED FOR FEBRUARY 2023	001-180-610-340	297.20

CLAIMS DOCKET

Post Dates: 3/23/2023 - 3/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-180-491-135	344.91
CANON FINANCIAL SERVICES, INC	30157742	03/12/2023	METER USAGE	001-180-604-330	99.42
KRONOS	12045896	03/15/2023	PAYROLL	001-180-691-505	2,832.56
KRONOS	12045897	03/15/2023	W2 PRINTING	001-180-691-505	1,130.45
FEDEX	8-075-607997	03/22/2023	PAYROLL	001-180-691-505	66.52
SULLIVAN'S OFFICE SUPPLY, INC.	80289	03/24/2023	42" ROUND TABLE	001-180-501-200	150.00

Outstanding Total: 4,941.06

Department 180 - HUMAN RESOURCES Total: 4,941.06

Department: 190 - CITY PLANNER

Outstanding

QUADIENT FINANCE USA, INC.	INV0036136	02/17/2023	POSTAGE PLAN	001-190-604-330	40.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-190-491-135	220.00
CANON FINANCIAL SERVICES, INC	30157751	03/12/2023	METER USAGE	001-190-604-330	92.56
TIMOTHY GEDDIE	23050	03/15/2023	ARCHITECTURE REVIEW	001-190-600-305	200.00

Outstanding Total: 552.56

Department 190 - CITY PLANNER Total: 552.56

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

JAN-PRO OF MS	872936	01/01/2023	INCREASE IN SERVICE FOR JANUARY	001-192-600-338	345.00
CINTAS	4149942180	03/21/2023	SUPPLIES	001-192-510-220	81.39
CINTAS	4149942242	03/21/2023	SUPPLIES	001-192-510-220	19.57
ATMOS ENERGY	INV0036135	03/23/2023	MONTHLY USAGE	001-192-625-380	2,609.24
JAN-PRO OF MS	873066	03/27/2023	JANITORIAL SERVICES FOR APRIL 2023	001-192-600-338	1,734.00
CINTAS	4150642235	03/28/2023	SUPPLIES	001-192-510-220	30.45
CINTAS	4150642238	03/28/2023	SUPPLIES	001-192-510-220	81.39

Outstanding Total: 4,901.04

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 4,901.04

Department: 197 - ENGINEERING

Outstanding

QUADIENT FINANCE USA, INC.	INV0036136	02/17/2023	POSTAGE PLAN	001-197-604-330	80.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-197-491-135	478.00
CANON FINANCIAL SERVICES, INC	30157751	03/12/2023	METER USAGE	001-197-604-330	92.56
AMAZON CAPITAL SERVICES, INC.	1T9Q-T6YK-CLF7	03/18/2023	COFFEE,CUPS,CREAMER,ETC	001-197-501-200	238.82

Outstanding Total: 889.38

Department 197 - ENGINEERING Total: 889.38

Department: 201 - POLICE DEPARTMENT

Outstanding

QUADIENT FINANCE USA, INC.	INV0036136	02/17/2023	POSTAGE PLAN	001-201-604-330	80.00
ARMY NAVY PAWN SHOP	22323A	02/23/2023	G2 TAC BOOT	001-201-535-233	70.00
ARMY NAVY PAWN SHOP	030123A	03/01/2023	BLADE TECH DOUBLE MAG HOLDER & DUTY BELT	001-201-535-233	43.00
AT&T VPN SERVICE	3147365940	03/01/2023	DPS NCIC	001-201-604-330	229.28
SULLIVAN'S OFFICE SUPPLY, INC.	79748	03/01/2023	2 CARTONS STORAGE FILES 4 BOXES FOLDERS	001-201-501-200	280.48
MONROE COUNTY SHERIFF'S OFFICE	FEB 23	03/01/2023	INMATE HOUSING 23 DAYS	001-201-541-237	575.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-201-491-135	23,375.20
STARKVILLE RADIOLOGY PLLC	530913541	03/07/2023	OATS MEDICAL EXPENSES	001-201-541-240	460.00

CLAIMS DOCKET

Post Dates: 3/23/2023 - 3/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ARMY NAVY PAWN SHOP	030823B	03/08/2023	HOLSTERS	001-201-535-233	1,074.00
ARMY NAVY PAWN SHOP	030923A	03/09/2023	PANTS AND BADGE HOLDER	001-201-535-233	52.00
OKTIBBEHA COUNTY COOPERATIVE	870018	03/09/2023	SWAT BOOTS	001-201-535-233	124.85
MID-SOUTH UNIFORM & SUPPLY, INC	637627	03/10/2023	NAMEPLATE SOTO	001-201-535-233	21.06
CANON FINANCIAL SERVICES, INC	30157745	03/12/2023	METER USAGE	001-201-635-369	660.27
CANON FINANCIAL SERVICES, INC	30157746	03/12/2023	METER USAGE	001-201-635-369	58.25
CANON FINANCIAL SERVICES, INC	30157749	03/12/2023	METER USAGE	001-201-635-369	276.09
CANON FINANCIAL SERVICES, INC	30157750	03/12/2023	COPIER USAGE	001-201-615-343	99.39
GULF STATES DISTRIBUTORS, INC.	1440289	03/13/2023	.223 REM 55GR FMJ BT	001-201-556-251	836.00
TRI-STARR MUFFLER & BRAKES	234468	03/13/2023	VIN#4279 REPALCE TRANSMISSION, SUPPLIES & LABOR	001-201-630-360	5,463.00
ARMY NAVY PAWN SHOP	31423B	03/14/2023	TAC BOOT W/ZIPPER	001-201-535-233	80.00
GTPDD PHARMACY	37641	03/14/2023	MEDICINE FOR CITY PRISONER	001-201-541-240	12.72
GTPDD PHARMACY	37648	03/14/2023	MEDICINE FOR CITY PRISONER	001-201-541-240	45.36
AT&T-NCIC MONITOR LINE	INV0036144	03/14/2023	NCIC MONITORING LINE	001-201-604-330	42.33
WALMART- CAPITAL ONE	073095	03/15/2023	STORAGE FILES,FILLER PAPER,PENCIL CUP,HOLE PUNCH	001-201-501-200	88.49
ARMY NAVY PAWN SHOP	31623A	03/16/2023	20 CONTRACTOR CAPS	001-201-535-233	240.00
BJ'S FAMILY PHARMACY	427232	03/16/2023	MEDICINE FOR CITY PRISONER	001-201-541-240	19.66
STARKVILLE RADIOLOGY PLLC	427275432	03/16/2023	MOODY MEDICAL EXPENSES	001-201-541-240	48.00
MAGNOLIA BOTTLED WATER CO	62305	03/16/2023	7 COOLER WATER	001-201-501-200	70.00
R&M TIRES	1143960	03/17/2023	VIN#5180 OIL CHANGE,BRAKE PADS,2 TIRES	001-201-630-360	1,031.07
BJ'S FAMILY PHARMACY	427342	03/17/2023	MEDICINE FOR CITY PRISONER	001-201-541-240	104.31
BJ'S FAMILY PHARMACY	427344	03/17/2023	MEDICINE FOR CITY PRISONER	001-201-541-240	123.90
MID-SOUTH UNIFORM & SUPPLY, INC	637820	03/17/2023	UNIFORMS PANTS AND SHIRTS	001-201-535-233	2,000.65
MID-SOUTH UNIFORM & SUPPLY, INC	637821	03/17/2023	UNIFORM SHIRTS	001-201-535-233	634.93
MID-SOUTH UNIFORM & SUPPLY, INC	637822	03/17/2023	VEST,CONCEAL CARRY,TRAUMA PLATE	001-201-535-233	1,870.00
MID-SOUTH UNIFORM & SUPPLY, INC	637823	03/17/2023	VEST AND CONCEAL CARRY TRAUMA PLATE	001-201-535-233	935.00
MID-SOUTH UNIFORM & SUPPLY, INC	637825	03/17/2023	3 VEST 3 CONCEALED CARRIER 3 TRAUMA PLATE	001-201-535-233	2,805.00
IVY AUTO PARTS, LLC.	704614	03/17/2023	VIN#5180 BATTERY	001-201-630-360	165.02
AT&T VPN SERVICE	7283175709	03/17/2023	PORT ROUTER NCIC	001-201-604-330	205.61
OKTIBBEHA COUNTY COOPERATIVE	872509	03/17/2023	SWAT BOOTS	001-201-535-233	80.00
DPS CRIME LAB	90129131	03/17/2023	ANALYTICAL FEES	001-201-600-300	420.00
AMAZON CAPITAL SERVICES, INC.	1XFX-HRQ7-CPCN	03/18/2023	HEADPHONE SPLITTER,MICROPHONE,CABLE, ETC	001-201-630-404	190.23
AMAZON CAPITAL SERVICES, INC.	1NVN-MT4N-H6PX	03/19/2023	HEADPHONE EXTENSION CALBLE	001-201-630-404	23.97
TWISTED GRAPHIX, LLC	320	03/20/2023	VIN#7159 PARTIAL WRAP & LABOR	001-201-630-360	1,401.00
STARKVILLE UTILITIES	INV0036134	03/20/2023	MONTHLY USAGE	001-201-625-380	5.10
FUELMAN / FLEETCOR	NP64028335	03/20/2023	FUEL 3/13/23-3/19/23	001-201-525-231	2,815.70
LOWE'S-POLICE	09777	03/21/2023	35 QT MOP BUCKET & BATTERIES	001-201-555-208	91.42
R&M TIRES	1144004	03/21/2023	VIN #5179 2 ROTORS 2 TIRES BAL & ALIGNMENT	001-201-630-360	602.63
R&M TIRES	1144010	03/21/2023	IN#2115 REPAIR FLAT	001-201-630-360	25.00

CLAIMS DOCKET

Post Dates: 3/23/2023 - 3/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
PARKER CDJR*	202430	03/21/2023	VIN#3010 BULB HEADLAMP	001-201-630-360	110.29
IVY AUTO PARTS, LLC.	704824	03/21/2023	VIN #8070 BOXED LAMPS,BUTT CONNECTOR, 90 PC TOOL B	001-201-630-360	57.36
R&M TIRES	1144030	03/22/2023	OIL CHANGE	001-201-630-360	76.95
BRISLIN, INC	230223	03/22/2023	POLICE MAINT. AGREEMENT	001-201-630-426	2,495.00
COPY COW	46650	03/22/2023	3 AFFIDSVIT BOOKS BINDED	001-201-615-343	21.00
R&M TIRES	1144039	03/23/2023	4 TIRERS,BRAKE PADS,OIL CHANGE,BALANCE & ALIGN LAB	001-201-630-360	1,081.71
R&M TIRES	1144070	03/23/2023	4 TIRES,OIL CHANGE, ALIGNMENT BATTERY	001-201-630-360	907.60
IVY AUTO PARTS, LLC.	704991	03/23/2023	VIN#8070 BATTERY	001-201-630-360	145.98
ATMOS ENERGY	INV0036135	03/23/2023	MONTHLY USAGE	001-201-625-380	113.11
CSPIRE WIRELESS	INV0036147	03/23/2023	2 IPHONE 14 PLUS	001-201-630-404	758.00
GRAPHIC TICKETS & SYSTEMS	007557	03/24/2023	1250 2PT PARKING TICKETS	001-201-615-343	785.00
CLIMATECH HVAC, LLC	1069	03/24/2023	EVIDENCE REFRIGERATOR REPAIRS	001-201-630-426	566.50
PILEUM CORPORATION	P90248	03/24/2023	6 CORES	001-201-918-802	3,600.00
R&M TIRES	1144103	03/27/2023	VIN#6901 OIL CHANGE	001-201-630-360	76.95
R&M TIRES	1144108	03/27/2023	VIN#5177 REPAIR FLAT TIRE	001-201-630-360	25.00
R&M TIRES	1144117	03/27/2023	VIN#5178 OIL CHANGE WIPER BLADES	001-201-630-360	134.95
R&M TIRES	1144124	03/27/2023	VIN#7720 OIL CHANGE, TIRE ROTATION,TPSENSOR DUAL	001-201-630-360	276.95
IVY AUTO PARTS, LLC.	705223	03/27/2023	VIN#7720 BATTERY	001-201-630-360	145.98
FUELMAN / FLEETCOR	NP64062076	03/27/2023	FUEL 3/20/23-3/26/23	001-201-525-231	3,509.74
CADENCE /ELAN VISA	322920	03/28/2023	JOSH WILSON GLOCK TRAINING	001-201-690-552	500.00
CADENCE /ELAN VISA	322926	03/28/2023	R EGUIRES GLOCK TRAINING	001-201-690-552	500.00
CADENCE /ELAN VISA	323887	03/28/2023	S KELLY GLOCK TRAINING	001-201-690-552	500.00
CADENCE /ELAN VISA	INV0036151	03/29/2023	HAMPTON INN MCCMENDON TRAINING	001-201-690-552	222.00

Outstanding Total:	66,565.04
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Department 201 - POLICE DEPARTMENT Total:	66,565.04
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Department: 245 - DISPATCHERS

Outstanding

WALMART- CAPITAL ONE	533545507	03/20/2023	PENS,MARKERS,20X30 DECO COMBO	001-245-501-200	56.61
WALMART- CAPITAL ONE	534158135	03/20/2023	SURROUND HEATER, QUARTZ HEATER	001-245-501-200	90.86

Outstanding Total:	147.47
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Department 245 - DISPATCHERS Total:	147.47
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Department: 246 - CODE ENFORCEMENT

Outstanding

FUELMAN / FLEETCOR	NP64028335	03/20/2023	FUEL 3/13/23-3/19/23	001-246-525-231	30.37
FUELMAN / FLEETCOR	NP64062076	03/27/2023	FUEL 3/20/23-3/26/23	001-246-525-231	83.54

Outstanding Total:	113.91
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Department 246 - CODE ENFORCEMENT Total:	113.91
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Department: 261 - FIRE DEPARTMENT

Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-261-491-135	35,265.00
NAFECO	1196537	03/10/2023	10 SETS OF LION V-FORCE PBI COAT & PANTS	001-261-918-805	37,690.00
UPS	0000054E5Y103	03/11/2023	SHIP PACKAGE	001-261-604-330	34.50
DIRECTV	010315788X230311	03/11/2023	SATELITE FOR ST 5	001-261-625-380	392.14
CANON FINANCIAL SERVICES, INC	30157744	03/12/2023	METER USAGE	001-261-604-330	216.36
STARKVILLE AUTO PARTS	5151-159251	03/16/2023	HYD FLUID	001-261-630-360	29.99
STARKVILLE AUTO PARTS	5151-159279	03/18/2023	COOLING SYS	001-261-630-360	27.49

CLAIMS DOCKET

Post Dates: 3/23/2023 - 3/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE UTILITIES	INV0036134	03/20/2023	MONTHLY USAGE	001-261-625-380	1,079.70
FUELMAN / FLEETCOR	NP64028335	03/20/2023	FUEL 3/13/23-3/19/23	001-261-525-231	570.26
W.S. DARLEY & CO.	17491052	03/21/2023	ACCOUNTABILITY TAGS	001-261-535-233	85.40
MAXXSOUTH BROADBAND	INV0036128	03/21/2023	FIRE STATION ONE INTERNET	001-261-625-380	281.26
MAXXSOUTH BROADBAND	INV0036129	03/21/2023	INTERNET STATION 2	001-261-625-380	196.40
BELL BUILDING SUPPLY, INC.	370193	03/23/2023	PROPANE HEAD TORCH & GAS CYLINDER	001-261-555-250	40.34
LOWE'S-FIRE	78921	03/23/2023	SUPPLIES	001-261-555-250	112.41
LOWE'S-FIRE	78937	03/23/2023	BATTERIES	001-261-555-250	10.34
BRIAN ARNETT	INV0036131	03/23/2023	REIMBURSEMENT OF MEALS	001-261-600-390	54.87
TAURUS YOUNG	INV0036132	03/23/2023	REIMBURSEMENT FOR MEALS	001-261-600-390	58.78
JOSHUA COX	INV0036133	03/23/2023	REIMBURSEMENT FOR MEALS	001-261-600-390	113.64
JOSHUA COX	INV0036133	03/23/2023	REIMBURSEMENT FOR MEALS	001-261-600-390	117.09
JOSHUA COX	INV0036133	03/23/2023	REIMBURSEMENT FOR MEALS	001-261-600-390	522.20
ATMOS ENERGY	INV0036135	03/23/2023	MONTHLY USAGE	001-261-625-380	836.40
ATMOS ENERGY	INV0036135	03/23/2023	MONTHLY USAGE	001-261-625-380	726.30
ATMOS ENERGY	INV0036135	03/23/2023	MONTHLY USAGE	001-261-625-380	721.04
STATE FIRE ACADEMY	30066	03/24/2023	THOMPSON,WILSON TRAINING	001-261-600-390	350.00
STATE FIRE ACADEMY	30080	03/24/2023	BRITT,BROWN,FLAHERTY AGILITY TRAINING	001-261-600-390	60.00
STATE FIRE ACADEMY	30095	03/24/2023	SANCHEZ FIRE INVESTIGATOR TRAINING	001-261-600-390	640.00
STATE FIRE ACADEMY	30099	03/24/2023	KING & JACKSON MS TRAINEE AGILITY	001-261-600-390	40.00
STEPHEN BOREN	INV0036130	03/24/2023	REIMBURSE EMS PROVIDER CERTIFICATION RENEWAL	001-261-600-390	40.00
ATMOS ENERGY	INV0036149	03/24/2023	MONTHLY USAGE	001-261-625-380	700.55
STATE FIRE ACADEMY	30111	03/27/2023	AVENT,LOFTIS,TANN,WILLIAMS AGILITY TRAINING	001-261-600-390	80.00
FUELMAN / FLEETCOR	NP64062076	03/27/2023	FUEL 3/20/23-3/26/23	001-261-525-231	853.58
DAVIS PAPER & CHEMICAL	4967	03/28/2023	JANITORIAL SUPPLIES	001-261-555-208	129.10
MFIA -MS FIRE INVESTIGATORS ASSOC	INV0036125	03/28/2023	MFIA REGISTRATION MARK MCCURDY	001-261-600-390	225.00
MFIA -MS FIRE INVESTIGATORS ASSOC	INV0036126	03/28/2023	MFIA REGISTRATION DEWAYNE DAVIS	001-261-600-390	275.00
BUILDING OFFICIALS ASSOCIATION of MISSISSIPPI *	INV0036127	03/28/2023	BOAM REGISTRATION M MCCURDY & J WADE	001-261-600-390	400.00
LOWE'S-FIRE	C78929	03/29/2023	RETURN	001-261-555-250	-31.33

Outstanding Total: 82,943.81

Department 261 - FIRE DEPARTMENT Total: 82,943.81

Department: 281 - BUILDING/CODES OFFICE

Outstanding

QUADIENT FINANCE USA, INC.	INV0036136	02/17/2023	POSTAGE PLAN	001-281-604-330	20.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-281-491-135	510.00
CANON FINANCIAL SERVICES, INC	30157751	03/12/2023	METER USAGE	001-281-604-330	92.56
CADENCE /ELAN VISA	INV0036140	03/24/2023	IP CASINO RESORT B SMITH MEMA/FEMA	001-281-610-350	453.48
BUILDING OFFICIALS ASSOCIATION of MISSISSIPPI *	INV0036141	03/24/2023	BRIDGETTE MCCLEER SMITH BOAM 2023 CLASS	001-281-690-553	125.00
FUELMAN / FLEETCOR	NP64062076	03/27/2023	FUEL 3/20/23-3/26/23	001-281-525-231	44.82
CADENCE /ELAN VISA	INV0036148	03/28/2023	ROOM BOAM S MCMULLEN	001-281-610-350	824.95

Outstanding Total: 2,070.81

Department 281 - BUILDING/CODES OFFICE Total: 2,070.81

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0036134	03/20/2023	MONTHLY USAGE	001-290-625-380	123.90
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Outstanding Total: 123.90

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 123.90

CLAIMS DOCKET

Post Dates: 3/23/2023 - 3/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 301 - STREET DEPARTMENT					
Outstanding					
CUSTOM PRODUCTS CORPORATION	385362	02/03/2023	SIGNS HWY 182	001-301-565-272	724.03
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-301-491-135	5,025.00
ORBIS MACHINERY BIRMINGHAM	IBO2810	03/10/2023	PIVOT PIN W/GREASE SEAL	001-301-630-400	639.08
STARKVILLE LP GAS	3415519	03/14/2023	PROPANE	001-301-555-250	34.82
BELL BUILDING SUPPLY, INC.	369475	03/14/2023	NAILS & 2X6X14	001-301-560-270	13.85
APAC-MISSISSIPPI, INC	4000142308	03/14/2023	HOTMIX ASPHALT	001-301-560-270	866.02
MMC MATERIALS, INC.	814171	03/14/2023	CONCRETE MIX WASHINGTON ST CURB REPAIR	001-301-560-270	533.75
NUNLEY TRUCKING CO., INC.	INV0036123	03/14/2023	CRUSH RUN CONNOR HEIGHTS ST REPAIR	001-301-560-271	840.59
APAC-MISSISSIPPI, INC	4000142433	03/15/2023	HOTMIX ASPHALT	001-301-560-270	666.70
EAST MISSISSIPPI LUMBER CO.	A125780	03/15/2023	MISC BOLTS & PARTS FOR SIGN MAINTENANCE	001-301-565-272	116.41
RACKLEY OIL INC.	000594525	03/16/2023	DEF FLUID LUBE GREASE	001-301-525-231	113.92
AUTOZONE	0426643142	03/16/2023	MISC PARTS FOR AUTO MAINTENANCE	001-301-630-360	9.38
APAC-MISSISSIPPI, INC	4000142559	03/16/2023	HOTMIX ASPHALT	001-301-560-270	665.57
IVY AUTO PARTS, LLC.	704548	03/16/2023	DUST CAP FOR TRAILER	001-301-630-400	6.49
EAST MISSISSIPPI LUMBER CO.	A125865	03/16/2023	2 SPRAYERS	001-301-555-250	119.68
GATEWAY TIRE & SERVICE CENTER	1018-176187	03/20/2023	TIRES FOR LOWBOY TRAILER	001-301-630-400	1,069.56
POWERSTROKE EQUIPMENT SALES & SVC	7352	03/20/2023	PARTS FOR SAW	001-301-630-400	63.96
STARKVILLE UTILITIES	INV0036134	03/20/2023	MONTHLY USAGE	001-301-625-380	374.99
STARKVILLE UTILITIES	INV0036134	03/20/2023	MONTHLY USAGE	001-301-625-380	18.78
FUELMAN / FLEETCOR	NP64028335	03/20/2023	FUEL 3/13/23-3/19/23	001-301-525-231	790.90
GATEWAY TIRE & SERVICE CENTER	1018-176372	03/21/2023	TIRES FOR LOWBOY	001-301-630-400	542.73
GATEWAY TIRE & SERVICE CENTER	1018-176379	03/21/2023	ROTATE TIRES	001-301-630-400	20.40
CINTAS	4149942209	03/21/2023	SUPPLIES	001-301-555-250	43.73
STARKVILLE AUTO PARTS	5151-159313	03/21/2023	A/C DOOR ACTUATOR	001-301-630-360	39.99
MMC MATERIALS, INC.	815572	03/21/2023	CONCRETE REPAIR THE CORNER OF MAYWELL & COTTON RD	001-301-560-270	372.25
NEWELL PAPER COMPANY	3154412	03/22/2023	SPRAY DISINF SPRAY & WASP SPRAY	001-301-555-250	209.38
BELL BUILDING SUPPLY, INC.	370214	03/23/2023	REBAR	001-301-560-270	507.87
BELL BUILDING SUPPLY, INC.	370222	03/23/2023	BAR TIE WIRE	001-301-560-270	45.98
MMC MATERIALS, INC.	816220	03/23/2023	CONCRETE REPAIR UNIVERSITY & FIRE STATION 1	001-301-560-270	1,963.25
JOSHUA REED	INV0036124	03/23/2023	REIMBURSE LEARNERS PERMIT CDL	001-301-610-350	16.00
ATMOS ENERGY	INV0036135	03/23/2023	MONTHLY USAGE	001-301-625-380	484.53
MSU FACILITIES MANAGEMENT- TRAFFIC LIGHTS	INV0036142	03/23/2023	SPRING & LOCKSLEY TRAFFIC SIGNAL	001-301-625-380	30.63
GATEWAY TIRE & SERVICE CENTER	1018-176544	03/24/2023	REPLACEMENT TIRE AND REPAIR FLAT	001-301-630-400	140.25
FUELMAN / FLEETCOR	NP64062076	03/27/2023	FUEL 3/20/23-3/26/23	001-301-525-231	1,566.01
AMAZON CAPITAL SERVICES, INC.	13CJ-P77K-XYG3	03/28/2023	WINCH	001-301-555-250	219.96
AMAZON CAPITAL SERVICES, INC.	1GQ9-CXKC-1G7L	03/28/2023	MOPAR DODGE RAM WHEEL CENTER CAP	001-301-630-360	42.00
STARKVILLE LP GAS	3431953	03/28/2023	PROPANE	001-301-555-250	43.00
CINTAS	4150642269	03/28/2023	SUPPLIES	001-301-555-250	43.73

CLAIMS DOCKET

Post Dates: 3/23/2023 - 3/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
EAST MISSISSIPPI LUMBER CO.	A126746	03/28/2023	TRUCK #61 DASH REPAIR MATERIALS	001-301-630-360	84.04

Outstanding Total: **19,109.21**

Department 301 - STREET DEPARTMENT Total: **19,109.21**

Department: 360 - ANIMAL CONTROL**Outstanding**

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	001-360-491-135	375.00
STOCKMAN'S SUPPLY, LLC	081509	03/15/2023	PRACTICE DARTS 1CC	001-360-555-250	53.50
FUELMAN / FLEETCOR	NP64028335	03/20/2023	FUEL 3/13/23-3/19/23	001-360-525-231	53.10
FUELMAN / FLEETCOR	NP64062076	03/27/2023	FUEL 3/20/23-3/26/23	001-360-525-231	59.74

Outstanding Total: **541.34**

Department 360 - ANIMAL CONTROL Total: **541.34**

Department: 550 - PARKS AND REC DEPARTMENT**Outstanding**

CSP SPORTS FACILITIES COMPANIES, LLC	INV0036145	03/29/2023	MARCH 2023 EXPENSE ADVANCE	001-550-600-297	75,000.00
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Outstanding Total: **75,000.00**

Department 550 - PARKS AND REC DEPARTMENT Total: **75,000.00**

Department: 800 - DEBT SERVICE**Outstanding**

HANCOCK WHITNEY BANK *	MDBSTARK19	03/13/2023	MS DEV. BANK SPECIAL OB BDS SERIES 2019	001-800-820-881	28,930.40
HANCOCK WHITNEY BANK *	40162	03/17/2023	STARK16B	001-800-840-876	850.00
HANCOCK WHITNEY BANK *	40163	03/17/2023	STARKVILLE16A	001-800-840-876	850.00
HANCOCK WHITNEY BANK *	40164	03/17/2023	STARKVILLE17	001-800-840-876	800.00

Outstanding Total: **31,430.40**

Department 800 - DEBT SERVICE Total: **31,430.40**

Fund 001 - GENERAL FUND Total: **323,000.32**

Fund: 015 - AIRPORT FUND**Department: 505 - AIRPORT****Outstanding**

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	015-505-491-135	3,550.00
NEWELL PAPER COMPANY	3154210	03/13/2023	PAPER TOWELS	015-505-541-237	65.17
WALMART- CAPITAL ONE	611589	03/14/2023	SHOP TOWELS,PAINT,INK,TAPE,SNACK S,SPOONS,CUPS	015-505-501-198	32.95
WALMART- CAPITAL ONE	611589	03/14/2023	SHOP TOWELS,PAINT,INK,TAPE,SNACK S,SPOONS,CUPS	015-505-541-237	100.16
TITAN AVIATION FUELS	P3754827	03/15/2023	TEST TUBE,GAUGE	015-505-630-400	57.23
AMAZON CAPITAL SERVICES, INC.	1TDN-H1JD-DHJ3	03/18/2023	LAWN & GARDEN TIRE	015-505-630-400	95.78
STARKVILLE UTILITIES	INV0036134	03/20/2023	MONTHLY USAGE	015-505-625-380	1,467.79
GATEWAY TIRE & SERVICE CENTER	1018-176406	03/21/2023	REPAIR FLAT	015-505-570-273	25.50
GENTRY SIGNS	GS114475	03/21/2023	18 X 24 ALUMINUM SIGN	015-505-501-198	45.00
SAMUEL FISHER	INV0036121	03/22/2023	REIMBURSEMENT FOR DIGITIZING	015-505-691-550	50.00
CHARLES RUSTY BOUCHILLON	INV0036137	03/22/2023	REIMBURSEMENT PAINT,TRAY,ROLLERS,WATER,ET C	015-505-501-198	51.94
CHARLES RUSTY BOUCHILLON	INV0036137	03/22/2023	REIMBURSEMENT PAINT,TRAY,ROLLERS,WATER,ET C	015-505-541-237	48.68
TITAN AVIATION FUELS	3759518	03/23/2023	JET A FUEL	015-505-525-233	23,765.00

CLAIMS DOCKET

Post Dates: 3/23/2023 - 3/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAGNOLIA BOTTLED WATER CO	63934	03/24/2023	WATER & CUPS	015-505-691-550	44.00
Outstanding Total:					29,399.20
Department 505 - AIRPORT Total:					29,399.20
Fund 015 - AIRPORT FUND Total:					29,399.20

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

CADENCE /ELAN VISA	INV0036138	03/22/2023	MOWER CANOPY (TRACTOR SUPPLY)	016-515-730-624	429.99
Outstanding Total:					429.99
Department 515 - RESTRICTED PROJECTS Total:					429.99
Fund 016 - RESTRICTED AIRPORT Total:					429.99

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2022-6	03/03/2023	WORKERS COMP	022-322-491-135	22,945.00
WELDING WORKS LLC, THE	1427	03/15/2023	REPAIRED DUMPSTERS	022-322-918-805	1,900.00
STARKVILLE AUTO PARTS	5151-159212	03/15/2023	SUPPLIES/LAWN BATTERY	022-322-555-250	147.17
STARKVILLE AUTO PARTS	5151-159215	03/15/2023	DEF FLUID/OIL	022-322-525-231	698.47
GATEWAY TIRE & SERVICE CENTER	1018-176114	03/16/2023	TRUCK #91 TIRES	022-322-630-252	803.14
UNIFIRST CORPORATION	1830039390	03/16/2023	UIFORMS	022-322-535-233	261.79
STARKVILLE AUTO PARTS	5151-159227	03/16/2023	SUPPLIES	022-322-555-250	234.09
AMAZON CAPITAL SERVICES, INC.	13QL-FHWG-76TN	03/17/2023	PENS,WHITE-OUT,SAFETY GLASSES	022-322-501-200	116.86
POWERSTROKE EQUIPMENT SALES & SVC	7347	03/17/2023	BELT	022-322-555-250	92.99
GATEWAY TIRE & SERVICE CENTER	1018-176302	03/20/2023	TRAILER TIER	022-322-630-254	128.15
GATEWAY TIRE & SERVICE CENTER	1018-176303	03/20/2023	TRUCK 128 FLAT REPAIR & TRAILER TIRE	022-322-630-254	25.50
STARKVILLE UTILITIES	INV0036134	03/20/2023	MONTHLY USAGE	022-322-625-380	995.82
FUELMAN / FLEETCOR	NP64028335	03/20/2023	FUEL 3/13/23-3/19/23	022-322-525-231	3,757.81
GATEWAY TIRE & SERVICE CENTER	1018-176127	03/21/2023	TRUCK #91 TIRE	022-322-630-252	399.62
GATEWAY TIRE & SERVICE CENTER	1018-176384	03/21/2023	96 MOWER FLAT REPAIR	022-322-630-406	25.50
STARKVILLE AUTO PARTS	5151-159351	03/22/2023	BATTERY-GOLD	022-322-555-250	231.99
STARKVILLE AUTO PARTS	5151-159357	03/22/2023	BRAKE HOSE	022-322-555-250	31.99
POWERSTROKE EQUIPMENT SALES & SVC	7359	03/22/2023	STRING TRIMMER SHAFT	022-322-555-250	55.98
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0223	03/23/2023	FEB 2023	022-322-600-333	2,818.37
FUELMAN / FLEETCOR	NP64062076	03/27/2023	FUEL 3/20/23-3/26/23	022-322-525-231	3,347.48
Outstanding Total:					39,017.72
Department 322 - SANITATION DEPARTMENT Total:					39,017.72
Fund 022 - ENVIRONMENTAL SERVICES Total:					39,017.72

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKT COUNTY SUPERVISORS	129972	02/22/2023	NORTHSTAR WETLAND RE EVALUATION	303-600-600-309	501.75
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CLAIMS DOCKET

Post Dates: 3/23/2023 - 3/29/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
OKT COUNTY SUPERVISORS	130149	03/23/2023	NORTHSTAR WETLAND RE-EVALUATIONS	303-600-600-309	84.00
Outstanding Total:					585.75
Department 600 - CAPITAL PROJECTS Total:					585.75
Fund 303 - INDUSTRIAL PARK BOND Total:					585.75
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
JBHM ARCHITECTURE, PA	2	03/10/2023	PARKS & REC TRAVIS OUTLAW CENTER ADDT. & RENOVATIO	375-551-600-955	2,100.00
Outstanding Total:					2,100.00
Department 551 - PARK & REC TOURISM Total:					2,100.00
Fund 375 - PARK AND REC TOURISM Total:					2,100.00
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
KITCHEN RESTOCK LLC	334125	03/17/2023	CONCESSION STNAD	380-551-918-805	15,147.00
Outstanding Total:					15,147.00
Department 551 - PARK & REC TOURISM Total:					15,147.00
Fund 380 - PARK BONDS 2020 Total:					15,147.00
Grand Total:					409,679.98

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	323,000.32	530.00
015 - AIRPORT FUND	29,399.20	0.00
016 - RESTRICTED AIRPORT	429.99	0.00
022 - ENVIRONMENTAL SERVICES	39,017.72	0.00
303 - INDUSTRIAL PARK BOND	585.75	0.00
375 - PARK AND REC TOURISM	2,100.00	0.00
380 - PARK BONDS 2020	15,147.00	0.00
Grand Total:	409,679.98	530.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE...	13,869.36	0.00
001-000-054-205	DUE FROM STARKVILLE EL...	1,285.16	0.00
001-000-149-691	MUNICIPAL COURT BOND...	530.00	530.00
001-005-054-208	DUE FROM PARKS & REC -...	1,746.24	0.00
001-110-491-135	WORKER'S COMPENSATI...	325.00	0.00
001-110-501-200	SUPPLIES/CC MCH FEES	1,980.39	0.00
001-110-600-301	PROFESSIONAL & CONTR...	111.00	0.00
001-110-604-330	POSTAGE / COMMUNICAT...	1,603.48	0.00
001-120-491-135	WORKER'S COMPENSATI...	215.00	0.00
001-120-604-330	COMMUNICATIONS	112.57	0.00
001-123-491-135	WORKER'S COMPENSATI...	400.00	0.00
001-123-600-300	WEB SITE SVCS, SOFTWA...	9,000.00	0.00
001-123-604-330	COMMUNICATIONS	99.43	0.00
001-123-918-806	CAMERA LEASE PAYMENTS	40.00	0.00
001-142-491-135	WORKER'S COMPENSATI...	400.00	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP...	131.59	0.00
001-145-604-330	POSTAGE/COPIER/PHONE...	928.93	0.00
001-159-620-371	BONDING-CITY EMPLOYE...	525.00	0.00
001-169-615-342	ADVERTISING, NOTICES, F...	367.24	0.00
001-180-491-135	WORKER'S COMPENSATI...	344.91	0.00
001-180-501-200	SUPPLIES AND EQUIPMENT	150.00	0.00
001-180-604-330	COPIER/POSTAGE/PHONES	119.42	0.00
001-180-610-340	ADVERTISING	297.20	0.00
001-180-691-505	PERSONNEL / KRONOS SY...	4,029.53	0.00
001-190-491-135	WORKER'S COMPENSATI...	220.00	0.00
001-190-600-305	ARCHITECTURE REVIEWS	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	132.56	0.00
001-192-510-220	SUPPLIES	212.80	0.00
001-192-600-338	CONTRACT SERVICES	2,079.00	0.00
001-192-625-380	UTILITIES	2,609.24	0.00
001-197-491-135	WORKER'S COMPENSATI...	478.00	0.00
001-197-501-200	SUPPLIES	238.82	0.00
001-197-604-330	COMMUNICATIONS	172.56	0.00
001-201-491-135	WORKER'S COMPENSATI...	23,375.20	0.00
001-201-501-200	OFFICE SUPPLIES	438.97	0.00
001-201-525-231	GAS & OIL	6,325.44	0.00
001-201-535-233	UNIFORMS	10,030.49	0.00
001-201-541-237	PRISONER JAIL EXPENSES	575.00	0.00
001-201-541-240	PRISONER MEDICAL EXPE...	813.95	0.00
001-201-555-208	JANITORIAL SUPPLIES	91.42	0.00
001-201-556-251	POLICE SUPPLIES	836.00	0.00
001-201-600-300	PROFESSIONAL SERVICES	420.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C...	557.22	0.00
001-201-615-343	PRINTING & BINDING	905.39	0.00
001-201-625-380	UTILITIES	118.21	0.00
001-201-630-360	VEHICLE REPAIRS & MAIN...	11,727.44	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-630-404	TECHNOLOGY	972.20	0.00
001-201-630-426	BUILDING MAINTENANCE	3,061.50	0.00
001-201-635-369	COPIER RENTAL	994.61	0.00
001-201-690-552	POLICE TRAINING/EDUCA...	1,722.00	0.00
001-201-918-802	FUSUS REAL TIME CRIME...	3,600.00	0.00
001-245-501-200	SUPPLIES & UNIFORMS - D..	147.47	0.00
001-246-525-231	GAS AND OIL	113.91	0.00
001-261-491-135	WORKER'S COMPENSATI...	35,265.00	0.00
001-261-525-231	GAS & OIL	1,423.84	0.00
001-261-535-233	UNIFORMS & UNIFORM C...	85.40	0.00
001-261-555-208	JANITORIAL & PAPER SUP...	129.10	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	131.76	0.00
001-261-600-390	FIRE TRAINING	2,976.58	0.00
001-261-604-330	PHONES/CABLE/INTERNE...	250.86	0.00
001-261-625-380	UTILITIES	4,933.79	0.00
001-261-630-360	VEHICLE REPAIRS & MAIN...	57.48	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	37,690.00	0.00
001-281-491-135	WORKER'S COMPENSATI...	510.00	0.00
001-281-525-231	GAS & OIL	44.82	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	112.56	0.00
001-281-610-350	TRAVEL	1,278.43	0.00
001-281-690-553	TRAINING	125.00	0.00
001-290-625-380	UTILITIES / CODE RED	123.90	0.00
001-301-491-135	WORKER'S COMPENSATI...	5,025.00	0.00
001-301-525-231	GAS & OIL	2,470.83	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	714.30	0.00
001-301-560-270	CONSTRUCTION MATERIA...	5,635.24	0.00
001-301-560-271	CONSTRUCTION - CONNER...	840.59	0.00
001-301-565-272	STREETS SIGNS & PAINT	840.44	0.00
001-301-610-350	TRAINING	16.00	0.00
001-301-625-380	UTILITIES/STREET LIGHTI...	908.93	0.00
001-301-630-360	VEHICLE REPAIRS & MAIN...	175.41	0.00
001-301-630-400	EQUIPMENT REPAIR & MA...	2,482.47	0.00
001-360-491-135	WORKER'S COMPENSATI...	375.00	0.00
001-360-525-231	GAS & OIL	112.84	0.00
001-360-555-250	SUPPLIES & SMALL TOOLS	53.50	0.00
001-550-600-297	OPERATING EXPENSE REI...	75,000.00	0.00
001-800-820-881	2019 3M STREET PRINCIP...	28,930.40	0.00
001-800-840-876	BOND FEES	2,500.00	0.00
015-505-491-135	WORKER'S COMPENSATI...	3,550.00	0.00
015-505-501-198	BUILDING REPAIRS & MAI...	129.89	0.00
015-505-525-233	JET A FUEL PURCHASES	23,765.00	0.00
015-505-541-237	OPERATING SUPPLIES	214.01	0.00
015-505-570-273	VEHICLE REPAIR PARTS & ...	25.50	0.00
015-505-625-380	UTILITIES	1,467.79	0.00
015-505-630-400	EQUIPMENT REPAIR & MA...	153.01	0.00
015-505-691-550	MISCELLANEOUS	94.00	0.00
016-515-730-624	2021 FAA ACRGP GRANT 3...	429.99	0.00
022-322-491-135	WORKER'S COMPENSATI...	22,945.00	0.00
022-322-501-200	OFFICE SUPPLIES	116.86	0.00
022-322-525-231	GAS & OIL	7,803.76	0.00
022-322-535-233	UNIFORMS	261.79	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	794.21	0.00
022-322-600-333	ADMINISTRATIVE SERVICES	2,818.37	0.00
022-322-625-380	UTILITIES	995.82	0.00
022-322-630-252	VEHICLE R&M - COMMER...	1,202.76	0.00
022-322-630-254	VEHICLE R&M - LANDSCA...	153.65	0.00
022-322-630-406	EQUIPMENT R&M - LAND...	25.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-918-805	MACHINERY/EQUIP/DUM...	1,900.00	0.00
303-600-600-309	LEGAL AND PROF SVCS EX...	585.75	0.00
375-551-600-955	EXISTING PARKS - PROFES...	2,100.00	0.00
380-551-918-805	CORNERSTONE EQUIPME...	15,147.00	0.00
Grand Total:		409,679.98	530.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	409,679.98	530.00
Grand Total:	409,679.98	530.00



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.

A handwritten signature in black ink, appearing to read "Emilia Montgomery", is written over a horizontal line.

Emilia Montgomery
Accountant
Starkville Utilities

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 110 ARKANSAS ELECTRIC											
03062814	03/21/23	10706	Materials		04/05/23	870.00	.00	ACH			
03062815	03/21/23	11053	Materials		04/05/23	847.40	.00	ACH			
03062816	03/21/23	11073	Materials		04/05/23	723.00	.00	ACH			
03063454	03/21/23	11073	Materials		04/05/23	192.00	.00	ACH			
VENDOR TOTAL:						2632.40					
VENDOR: 116 AMAZON CAPITAL SERVICES											
13VX-WLR7-G3C1	03/27/23	11121	Supplies		04/05/23	25.99	.00	ACH			
146N-Y4NX-C47W	03/27/23	11101	Supplies		04/05/23	12.93	.00	ACH			
1DPF-LF9P-IQPG	03/27/23	11129	Supplies		04/05/23	19.98	.00	ACH			
1KFK-PC9J-KT3X	03/27/23	11149	Computer		04/05/23	1627.82	.00	ACH			
1P6T-3J49-C1TC	03/27/23	11144	Floor Mats		04/05/23	129.99	.00	ACH			
VENDOR TOTAL:						1816.71					
VENDOR: 131 ALTEC INDUSTRIES, INC.											
12235320	03/17/23	10969	PPE		04/05/23	404.92	.00	ACH			
12237283	03/17/23	10819	PPE		04/05/23	179.71	.00	ACH			
12242594	03/21/23	10932	Tool		04/05/23	2320.77	.00	ACH			
VENDOR TOTAL:						2905.40					
VENDOR: 134 ATWELL & GENT, P.A.											
11064-11067	03/27/23	0	Engineering Services		04/05/23	7745.00	.00	ACH			
VENDOR TOTAL:						7745.00					
VENDOR: 200 BUILDING TECHNOLOGY SERVICES											
AM2944	03/27/23	0	Alarm monitoring		04/05/23	264.00	.00	CHK			
VENDOR TOTAL:						264.00					
VENDOR: 314 CINTAS CORPORATION											
5150478988	03/23/23	10897	Supplies		04/05/23	66.44	.00	ACH			
VENDOR TOTAL:						66.44					
VENDOR: 320 CARLOCK DODGE OF TUPELO MS.											
60108859-1	03/27/23	11104	Maintenance		04/05/23	4930.00	.00	CHK			
60109215-1	03/27/23	11106	Maintenance		04/05/23	2436.07	.00	CHK			

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 04/05/23 ACCOUNT 23200				RUN DATE 03/27/23		04:01 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:			400	IVY AUTO PARTS						
704666	03/21/23	11108 Maintenance		04/05/23	27.96	.00	ACH			
			VENDOR TOTAL:		27.96					
VENDOR:			455	EXELL WATER & COFFEE, INC.						
108996	03/24/23	10898 Water		04/05/23	35.84	.00	ACH			
			VENDOR TOTAL:		35.84					
VENDOR:			508	EQUIPMENT INCORPORATED						
135712860	03/23/23	11136 Maintenance		04/05/23	151.95	.00	ACH			
			VENDOR TOTAL:		151.95					
VENDOR:			510	EDWARD KEMP						
03/13/23	03/27/23	0 Valley All Members Mtg		04/05/23	835.88	.00	ACH			
03/25/23	03/27/23	0 Supplies for SU crews		04/05/23	83.25	.00	ACH			
			VENDOR TOTAL:		919.13					
VENDOR:			555	ELSTER SOLUTIONS						
5262467863	03/27/23	0 Annual SMA Agreement		04/05/23	56831.00	.00	ACH			
			VENDOR TOTAL:		56831.00					
VENDOR:			604	FASTENAL COMPANY						
MSSTA103503	03/17/23	11067 PPE		04/05/23	431.52	.00	ACH			
			VENDOR TOTAL:		431.52					
VENDOR:			616	FUELMAN						
NP64028335	03/27/23	0 Fuel - BG2416403		04/05/23	1929.04	.00	CHK			
			VENDOR TOTAL:		1929.04					
VENDOR:			691	GATEWAY TIRE&SERVICE CENTER						
1018-176069	03/21/23	11109 Maintenance		04/05/23	1129.20	.00	ACH			
1018-176374	03/23/23	11131 Maintenance		04/05/23	87.35	.00	ACH			

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES			PAGE	
PRG. ACTPAYLT			FOR: 04/05/23 ACCOUNT 23200						03/27/23 04:01 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:		730 GRESKO UTILITY SUPPLY, INC.	VENDOR TOTAL:		1216.55					
50023539-01	03/24/23	10582 Materials		04/05/23	954.00	.00	ACH			
50024730-00	03/17/23	11035 Materials		04/05/23	3610.00	.00	ACH			
50024739-00	03/24/23	11033 Materials		04/05/23	2140.00	.00	ACH			
50024766-00	03/17/23	11041 Materials		04/05/23	5852.00	.00	ACH			
VENDOR:		812 HELENA AGRI-ENTERPRISES	VENDOR TOTAL:		12556.00					
62090511	03/23/23	11113 Supplies		04/05/23	1124.20	.00	ACH			
VENDOR:		815 HOWARD TECHNOLOGY SOLUTIONS	VENDOR TOTAL:		1124.20					
23-00576025	03/27/23	10239 Audiovisual		04/05/23	968.00	.00	ACH			
VENDOR:		1010 JT RAY COMPANY	VENDOR TOTAL:		968.00					
230315-0434	03/22/23	10901 Copier Service		04/05/23	30.00	.00	ACH			
230315-0435	03/22/23	10901 Copier Service		04/05/23	130.45	.00	ACH			
230315-0438	03/22/23	10900 Copier Service		04/05/23	243.30	.00	ACH			
VENDOR:		1015 JOHN SCOTT	VENDOR TOTAL:		403.75					
03/16/23	03/27/23	0 Office Supplies		04/05/23	64.62	.00	ACH			
VENDOR:		1205 LOWE'S	VENDOR TOTAL:		64.62					
901630	03/22/23	11122 Supplies		04/05/23	70.98	.00	CHK			
902424	03/22/23	11123 Materials		04/05/23	25.60	.00	CHK			
908749	03/17/23	11112 Tools		04/05/23	391.59	.00	CHK			
VENDOR:		1217 LIGHTS AND BALLASTS LLC	VENDOR TOTAL:		488.17					
162308	03/27/23	0 Maintenance		04/05/23	295.00	.00	ACH			
VENDOR:			VENDOR TOTAL:		295.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAYD/VOID DATE	CHECK/ ACH SEQ
VENDOR:										
1387	1293	MATHISTON MOBILE TRUCK REP.								
	03/22/23	11114 Maintenance		04/05/23	836.50	.00	ACH			
VENDOR TOTAL:					836.50					
VENDOR:										
	1394	NARRATIVE 12 LLC								
03/27/23	03/27/23	0 Consulting		04/05/23	4500.00	.00	ACH			
VENDOR TOTAL:					4500.00					
VENDOR:										
	1400	NESCO								
S2581178.001	03/27/23	11099 Uniforms		04/05/23	3097.70	.00	ACH			
S2582556.001	03/23/23	11081 Materials		04/05/23	838.12	.00	ACH			
S2582866.001	03/23/23	11081 Materials		04/05/23	131.50	.00	ACH			
S2583161.001	03/23/23	11081 Materials		04/05/23	422.80	.00	ACH			
S2583354.001	03/23/23	11081 Materials		04/05/23	465.05	.00	ACH			
S2583496.001	03/21/23	11110 Supplies		04/05/23	49.08	.00	ACH			
S2583509.001	03/21/23	11111 Materials		04/05/23	182.41	.00	ACH			
S2584285.001	03/23/23	11124 Supplies		04/05/23	270.86	.00	ACH			
S2584558.001	03/23/23	11124 Supplies		04/05/23	111.00	.00	ACH			
VENDOR TOTAL:					5568.52					
VENDOR:										
	1406	NORTHEAST EXTERMINATING								
70511	03/22/23	10903 Pest Control		04/05/23	45.00	.00	ACH			
VENDOR TOTAL:					45.00					
VENDOR:										
	1536	PALMER'S SERVICE CENTER LLC								
30225	03/21/23	11051 Maintenance		04/05/23	671.01	.00	ACH			
VENDOR TOTAL:					671.01					
VENDOR:										
	1540	PERKINS EQUIP. & CHEMICAL CO								
2354	03/23/23	11093 Maintenance		04/05/23	310.00	.00	ACH			
VENDOR TOTAL:					310.00					
VENDOR:										
	1700	QUILL								
31241568	03/27/23	11145 Supplies		04/05/23	33.45	.00	ACH			
31249485	03/27/23	11145 Supplies		04/05/23	135.74	.00	ACH			
VENDOR TOTAL:					169.19					

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 04/05/23 ACCOUNT 23200					5	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	CHECK/ACH SEQ
VENDOR:	1823	RENASANT INSURANCE, INC.							
1289304,1288980	03/27/23	0 Employee surety bond		04/05/23	350.00	.00	CHK		
VENDOR:	1887	S & S LINE SERVICE INC							
				VENDOR TOTAL:	350.00				
2537	03/17/23	10904 ROW Clearing		04/05/23	1495.60	.00	ACH		
2538	03/17/23	10904 ROW Clearing		04/05/23	4717.60	.00	ACH		
2539	03/17/23	10904 ROW Clearing		04/05/23	4350.80	.00	ACH		
2540	03/21/23	10904 ROW Clearing		04/05/23	1495.60	.00	ACH		
2541	03/22/23	10904 ROW Clearing		04/05/23	4340.90	.00	ACH		
2542	03/22/23	10904 ROW Clearing		04/05/23	4350.80	.00	ACH		
VENDOR:	1891	S & K DOOR & SPECIALTY CO							
				VENDOR TOTAL:	20751.30				
79288	03/17/23	10916 Maintenance		04/05/23	1660.00	.00	ACH		
VENDOR:	1910	STARKVILLE ELEC-UTILITY BILL							
				VENDOR TOTAL:	1660.00				
FEB 2023	03/27/23	0 Utility bills		04/05/23	805.15	.00	DFT		
MAR 2023	03/27/23	0 Utility bills		04/05/23	763.02	.00	DFT		
VENDOR:	1913	SECURITY SOLUTIONS							
				VENDOR TOTAL:	1568.17				
4852	03/27/23	10815 Camera System		04/05/23	4829.10	.00	ACH		
VENDOR:	1925	SCOTT PETROLEUM CORP.							
				VENDOR TOTAL:	4829.10				
1485658	03/17/23	11097 Propane		04/05/23	49.50	.00	ACH		
VENDOR:	1933	STARKVILLE WATER DEPT							
				VENDOR TOTAL:	49.50				
FEBRUARY 2023	03/27/23	0 Water-Sewer Collections		04/05/23	752661.43	.00	ACH		
				VENDOR TOTAL:	752661.43				

STARKVILLE UTILITIES			ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 04/05/23 ACCOUNT 23200						6	
									03/27/23 04:01 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: 1940 STUART C. IRBY										
S013368857.001	03/22/23	10958 Materials		04/05/23	578.10	.00	ACH			
S013381227.001	03/17/23	10991 Materials		04/05/23	3497.10	.00	ACH			
				VENDOR TOTAL:	4075.20					
VENDOR: 2098 ULINE										
161104858	03/21/23	11107 Furniture		04/05/23	1729.70	.00	ACH			
				VENDOR TOTAL:	1729.70					
VENDOR: 2104 UPS										
12031F103	03/23/23	11140 Postage		04/05/23	38.96	.00	CHK			
				VENDOR TOTAL:	38.96					
VENDOR: 2119 THE VICTOR GROUP										
SU.2023.101	03/21/23	0 Contract services		04/05/23	4750.00	.00	CHK			
				VENDOR TOTAL:	4750.00					
				GRAND TOTAL:	904802.33					

STARKVILLE WATER DEPT PRG. ACTPAYLT	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAGE 03/27/23	1 04:31 PM
ACCOUNTS PAYABLE LISTING FOR: 04/05/23 ACCOUNT 23110											
VENDOR:	4	INNOVATIVE BROADCAST SERVICE									
INV-003157	03/16/23	7264	Maintenance		04/05/23	2240.00	.00	ACH			
				VENDOR TOTAL:		2240.00					
VENDOR:	5	H&R AGRI-POWER									
CN34296	03/22/23	7268	Maintenance		04/05/23	436.12	.00	CHK			
CN34296A	03/22/23	7304	Maintenance		04/05/23	123.87	.00	CHK			
CN34636	03/22/23	0	Return Credit		04/05/23	36.15-	.00	CHK			
				VENDOR TOTAL:		523.84					
VENDOR:	6	MOMAR, INC.									
PSI492510	03/27/23	7275	Safety Supplies		04/05/23	189.81	.00	CHK			
PSI492518	03/27/23	7252			04/05/23	3792.03	.00	CHK			
				VENDOR TOTAL:		3981.84					
VENDOR:	76	APAC MISSISSIPPI, INC.									
4000142815	03/24/23	6032	Asphalt		04/05/23	667.83	.00	ACH			
				VENDOR TOTAL:		667.83					
VENDOR:	116	AMAZON CAPITAL SERVICES									
1313-IDQC-9P7K	03/27/23	7288	Maintenance		04/05/23	36.75	.00	ACH			
				VENDOR TOTAL:		36.75					
VENDOR:	124	ATMOS ENERGY									
3020752702-03/23	03/27/23	0	Utility bill		04/05/23	84.59	.00	ACH			
3020752962-03/23	03/27/23	0	Utility bill		04/05/23	63.46	.00	ACH			
				VENDOR TOTAL:		148.05					
VENDOR:	186	BRENNTAG MID-SOUTH									
BMS370648	03/23/23	7286	Chemicals		04/05/23	2387.00	.00	ACH			
BMS370649	03/23/23	7286	Chemicals		04/05/23	1226.00	.00	ACH			
BMS370650	03/23/23	7286	Chemicals		04/05/23	839.00	.00	ACH			
				VENDOR TOTAL:		4452.00					

INVOICE	DATE	PO NBR DESCRIPTION	EMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 188 BOX CONSTRUCTION LLC										
2023-6	03/23/23	7317 Manhole Installation		04/05/23	4189.47	.00	ACH			
				VENDOR TOTAL:	4189.47					
VENDOR: 200 BUILDING TECHNOLOGY SERVICES										
AM2923	03/27/23	0 Alarm Monitoring		04/05/23	264.00	.00	CHK			
				VENDOR TOTAL:	264.00					
VENDOR: 202 BELL BUILDING SUPPLY										
370115	03/23/23	7309 Tools		04/05/23	118.46	.00	ACH			
370505	03/27/23	7308 Supplies		04/05/23	275.84	.00	ACH			
				VENDOR TOTAL:	394.30					
VENDOR: 208 BERRY ELECTRIC, LLC										
004804	03/17/23	7291 Maintenance		04/05/23	675.00	.00	ACH			
				VENDOR TOTAL:	675.00					
VENDOR: 220 CENTRAL PIPE SUPPLY										
S100238858.001	03/21/23	7273 Materials		04/05/23	987.56	.00	ACH			
S10032968.001	03/23/23	7193 Materials		04/05/23	1900.46	.00	ACH			
S100329130.001	03/24/23	7285 Materials		04/05/23	4028.48	.00	ACH			
				VENDOR TOTAL:	6916.50					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3131257-000-000	03/17/23	7271 Materials		04/05/23	180.00	.00	ACH			
3131279-000-000	03/17/23	7276 Materials		04/05/23	2340.00	.00	ACH			
3131279-001-000	03/21/23	7276 Materials		04/05/23	2640.00	.00	ACH			
3131287-000-000	03/17/23	7292 Materials		04/05/23	42.00	.00	ACH			
3131291-000-000	03/20/23	7279 Materials		04/05/23	522.00	.00	ACH			
3131307-000-000	03/21/23	7284 Materials		04/05/23	1800.00	.00	ACH			
3131367-000-000	03/27/23	7305 Materials		04/05/23	1109.00	.00	ACH			
				VENDOR TOTAL:	8633.00					
VENDOR: 368 CONTROL SYSTEMS, INC										
S-1087	03/23/23	7311 Maintenance		04/05/23	2489.10	.00	ACH			
				VENDOR TOTAL:	2489.10					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
	400	IVY AUTO PARTS									
704449	03/17/23	7280	Maintenance		04/05/23	385.96	.00	ACH			
704486	03/17/23	7280	Maintenance		04/05/23	47.97	.00	ACH			
VENDOR TOTAL:						433.93					
VENDOR:											
	605	FERGUSON ENTERPRISES LLC									
0779521	03/27/23	7312	Materials		04/05/23	450.00	.00	ACH			
VENDOR TOTAL:						450.00					
VENDOR:											
	621	EMPIRE TRUCK SALES, LLC									
RE005015608:01	03/23/23	7282	Maintenance		04/05/23	494.81	.00	CHK			
VENDOR TOTAL:						494.81					
VENDOR:											
	639	GOLDEN TRIANGLE									
13708	03/27/23	0	Billing services		04/05/23	2.50	.00	ACH			
VENDOR TOTAL:						2.50					
VENDOR:											
	691	GATEWAY TIRE&SERVICE CENTER									
1018-176189	03/20/23	0	Service Discount		04/05/23	20.00-	.00	ACH			
1018-176239	03/20/23	7293	Maintenance		04/05/23	25.50	.00	ACH			
VENDOR TOTAL:						5.50					
VENDOR:											
	765	HYDRA SERVICE, INC.									
166735	03/20/23	5426	Pump Rental		04/05/23	5358.00	.00	ACH			
166736	03/20/23	5423	Materials		04/05/23	316.00	.00	ACH			
166740	03/20/23	5424	Pump Rental		04/05/23	437.00	.00	ACH			
166750	03/20/23	5422	Materials		04/05/23	506.00	.00	ACH			
166940	03/23/23	7283	Pump Repairs		04/05/23	2330.89	.00	ACH			
166983	03/27/23	5425	Pump Rental		04/05/23	1166.00	.00	ACH			
VENDOR TOTAL:						10113.89					
VENDOR:											
	1010	JT RAY CO									
230315-0437	03/20/23	6040	Copier Service		04/05/23	208.34	.00	ACH			
VENDOR TOTAL:						208.34					

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											
901011	03/20/23		7289 Supplies		04/05/23	17.76	.00	CHK			
901279	03/17/23		7269 Tools		04/05/23	114.62	.00	CHK			
902314	03/27/23		7316 Supplies		04/05/23	55.79	.00	CHK			
					VENDOR TOTAL:	188.17					
VENDOR: 1322 MMC MATERIALS, INC.											
814175	03/16/23		7253 Concrete		04/05/23	326.88	.00	ACH			
					VENDOR TOTAL:	326.88					
VENDOR: 1327 MID-SOUTH TANK CONSULTANTS											
353329	03/17/23		7206 Inspection		04/05/23	1400.00	.00	CHK			
					VENDOR TOTAL:	1400.00					
VENDOR: 1400 NESCO											
S2583369.001	03/20/23		7277 Maintenance		04/05/23	134.20	.00	ACH			
					VENDOR TOTAL:	134.20					
VENDOR: 1525 OKTIBBEHA COUNTY COOP											
871351	03/15/23		7191 Uniforms		04/05/23	140.00	.00	ACH			
871820	03/17/23		7281 Materials		04/05/23	309.34	.00	ACH			
872842	03/21/23		7239 Uniforms		04/05/23	140.99	.00	ACH			
873133	03/21/23		7296 Uniforms		04/05/23	112.66	.00	ACH			
873147	03/21/23		7239		04/05/23	20.08	.00	ACH			
873360	03/21/23		7300 Landscaping		04/05/23	52.83	.00	ACH			
					VENDOR TOTAL:	775.90					
VENDOR: 1627 PROGRAPHICS											
81815	03/27/23		7320 Supplies		04/05/23	76.25	.00	ACH			
					VENDOR TOTAL:	76.25					
VENDOR: 1800 RACKLEY OIL, INC.											
000594715	03/21/23		7299 Maintenance		04/05/23	1346.95	.00	ACH			
					VENDOR TOTAL:	1346.95					

STARKVILLE WATER DEPT		ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		RUN DATE		PAGE	
PRG. ACTPAYLT		FOR: 04/05/23 ACCOUNT 23110						03/27/23		5	
INVOICE	DATE	PO NBR DESCRIPTION	EMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR:											
18747	1892	S&N AIROFLO INC									
	03/27/23	7232 Aerator Rental		04/05/23	10107.00	.00	ACH				
		VENDOR TOTAL:			10107.00						
VENDOR:											
	1905	STARKVILLE AUTO PARTS									
5151-159230	03/17/23	7278 Maintenance		04/05/23	30.75	.00	CHK				
5151-159247	03/17/23	7287 Maintenance		04/05/23	70.20	.00	CHK				
5151-159270	03/23/23	7294 Maintenance		04/05/23	11.99	.00	CHK				
5151-159338	03/23/23	7306 Maintenance		04/05/23	266.66	.00	CHK				
		VENDOR TOTAL:			379.60						
VENDOR:											
	1909	STARKVILLE WATER - UTILITIES									
MAR 2023	03/27/23	0 Utility bills		04/05/23	56044.33	.00	DFT				
		VENDOR TOTAL:			56044.33						
VENDOR:											
	1910	STARKVILLE ELECTRIC DEPT									
14610-0223	03/27/23	0 Due to Elec Dept-146.10		04/05/23	57973.51	.00	ACH				
		VENDOR TOTAL:			57973.51						
VENDOR:											
	1917	RONNIE JONES CONST, INC.									
20231076	03/17/23	7267 Pea Gravel		04/05/23	4515.00	.00	ACH				
20231079	03/27/23	7298 Clay Gravel		04/05/23	400.00	.00	ACH				
		VENDOR TOTAL:			4915.00						
VENDOR:											
	1919	STARKVILLE GLASS AND PAINT									
32380	03/17/23	7149 Maintenance		04/05/23	704.86	.00	ACH				
		VENDOR TOTAL:			704.86						
VENDOR:											
	1947	SUNCOAST INFRASTRUCTURE, INC									
S22079-05	03/27/23	0 Green Oaks Sewer-Phase 2		04/05/23	316433.00	.00	ACH				
		VENDOR TOTAL:			316433.00						

STARKVILLE WATER DEPT		ACCOUNTS PAYABLE LISTING				UNPAID INVOICES		PAGE	
PRG. ACTPAYLT		FOR: 04/05/23 ACCOUNT 23110						6	
INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	RUN DATE
VENDOR: 2098 ULINE									
161129627	03/17/23	7270	PPE		04/05/23	379.48	.00	ACH	PAID PAID/VOID
161463616	03/27/23	7313	Supplies		04/05/23	328.96	.00	ACH	DATE CHECK/
					VENDOR TOTAL:	708.44			ACH SEQ
VENDOR: 2104 UPS									
000024W1X6103	03/23/23	6043	Shipping		04/05/23	42.14	.00	CHK	
00024W1X6113	03/27/23	6043	Shipping		04/05/23	590.00	.00	CHK	
					VENDOR TOTAL:	632.14			
VENDOR: 2111 USA BLUEBOOK									
305132	03/23/23	7303	Materials		04/05/23	758.90	.00	ACH	
					VENDOR TOTAL:	758.90			
VENDOR: 2202 WAYPOINT ANALYTICAL									
1073153	03/17/23	6042	Testing		04/05/23	288.00	.00	ACH	
1073310	03/24/23	6042	Testing		04/05/23	288.00	.00	ACH	
					VENDOR TOTAL:	576.00			
VENDOR: 2203 VACUUM TRUCK SALES & SERVICE									
MS23447	03/22/23	7236	Maintenance		04/05/23	2919.02	.00	ACH	
					VENDOR TOTAL:	2919.02			
VENDOR: 9909777 EFFICACY SOLUTIONS LLC									
2021002-2	03/27/23	0	Contract labor		04/05/23	1813.76	.00	ACH	
					VENDOR TOTAL:	1813.76			
					GRAND TOTAL:	505534.56			



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: April 4, 2023
PAGE: 1 of 4

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-23

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: Admin and Finance **DIRECTOR'S AUTHORIZATION:** Lesa Hardin

These are budget adjustments for the Fiscal Year ended 9/30/23.

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO
Webb Corban, Director of Finance
or Conner Carraway, Manager of Accounting & Finance

SUGGESTED MOTION:

Approval of Budget Adjustments for fiscal year 9-30-23.

**City of Starkville
Budget Adjustments
April 4, 2023**

Fund 001 - General Fund

Budget Adjustment for \$104,000 received from State of Mississippi for Mississippi Law Enforcement and Fire Fighters Premium Pay Program

001-201-420-103	Police Officers	60,000.00	
001-261-420-103	Firemen Salaries	44,000.00	
001-000-250-070	2022 HB 1542 - Public Safety Reimbursement		104,000.00

Police Fusus Donation Revenue Recognized to offset current year expense

001-201-918-802	FUSUS Real Time Crime Center	27,400.00	
001-000-340-194	Police FUSUS Donation Revenue		27,400.00

Project Peace Revenue and Expense YTD

001-191-440-107	Project Peace Employees	11,000.00	
001-000-250-620	Project Peace		11,000.00

Recognizing additional Conner Heights Housing Project Tax received and obligated to fixing roads within facility

001-301-560-271	Construction - Conner Heights	56,800.00	
001-000-206-050	Housing Project Tax		56,800.00

Additional Entries to record adjustments between fiscal years, expenditures paid and revenues received

001-110-918-805	Equip & Software	17,000.00	
001-120-565-272	Paid Parking Expenses	10,600.00	
001-123-625-380	Camera Operating Expenses	8,160.00	
001-196-631-402	Oddfellow Maintenance/Repairs	3,200.00	
001-201-918-805	Equip & Software	35,000.00	
001-245-501-200	Supplies & Uniforms	1,000.00	
001-246-630-360	Software, Small Equipment	4,870.00	
001-553-600-296	Management Fee	20,000.00	
001-600-912-852	Reed Road Sidewalk	12,015.00	
001-800-820-882	2018 Bond 4.5M Cap Imp	56,800.00	
001-800-830-883	2018 City Hall Refunding Interest	143,300.00	
001-000-206-049	TVA Tax Equivalent		11,000.00
001-000-222-020	Building Permits		48,200.00
001-000-223-017	Rental Unit Registration		3,900.00
001-000-230-046	Fire Homeland Sec Grant (Truck)		50,000.00
001-000-251-027	State Homestead Reimbursement		56,770.00
001-000-254-090	Alcohol Revenue		5,000.00
001-000-340-600	Interest (Bank, Etc)		30,000.00
001-000-340-601	Interest Income - Sanitation		6,500.00
001-000-350-621	Park Mobile Revenue		10,600.00
001-000-354-611	Opiod Settlement		5,015.00
001-000-358-622	Finger Print Fees/Accident Rpts		800.00
001-000-363-643	Police MSU Football		4,000.00
001-000-380-066	Transfer from 1% for Cornerstone		20,000.00
001-111-604-340	Juvenile Detention Fees		11,000.00
001-123-918-806	Camera Lease Payments		8,160.00
001-245-690-552	Dispatcher Training		1,000.00
001-800-890-885	Academy Sports 2019 TIF		40,000.00

**City of Starkville
Budget Adjustments
April 4, 2023**

Fund 015 - Airport

015-505-525-233	Jet A Fuel Purchases	100,000.00	
015-505-990-990	Machinery and Equipment	4,870.00	
015-000-276-105	MSU Airport Share		660.00
015-000-276-111	City Airport Share		770.00
015-000-276-115	Okt Co Airport Share		770.00
015-000-373-647	100LLAV Gas Sold		100,000.00
015-000-373-649	Jet A Fuel Sold		2,670.00

Fund 022 - Sanitation

Gen Fund 2023 Freightliner Note Payments

022-322-820-880	Gen Fund 2023 Freightliner 9147	39,442.00	
022-322-820-875	2022 Knuckleboom - General City		2,150.00
022-000-354-612	MISC Revenue		6,300.00
022-000-395-925	Sale of Equipment/Scrap		30,992.00

Fund 120 - Modernization Use Tax

Cover Debt Service Payment of 2022 5M GO Bonds

120-800-820-874	2022 5M GO Bonds	724,028.00	
120-300-903-850	Capital Expenses		724,028.00

Cornerstone Blvd Overlay

120-300-912-862	Cornerstone Blvd Overlay	147,574.00	
120-300-903-850	Capital Expenses		147,574.00

Fund 305 - 2022 Public Improvement Bonds

Record Proceeds from Bond

305-600-912-800	2023 Street Improvement Project	4,889,842.00	
305-300-600-300	Professional Services	110,158.00	
305-000-391-910	Proceeds from Bond		5,000,000.00

Fund 306 - 2022 Local Improvements Project Fund

Main Street Recorded in Fund 311

306-350-230-045	Proceeds from State - Main Street	1,250,000.00	
306-350-600-300	Professional Services - Main Street		1,250,000.00

Fund 311 - Main Street Corridor Improvements Project

Main Street

311-656-600-300	Professional Service/Architecture	800,000.00	
311-656-912-850	Construction	531,810.00	
311-000-396-990	Beginning Fund Balance		1,331,810.00

**City of Starkville
Budget Adjustments
April 4, 2023**

Fund 375 - 1% & 2% Fund

Park Expenditures

375-551-600-995	Existing Parks - Professional Services	6,300.00	
375-551-907-942	Existing Park Improvements 1%	14,900.00	
375-551-907-943	Capital Purchases	202,498.00	
375-551-840-876	Bond Fees	1,800.00	
375-551-840-877	Paying Agent Fees	1,500.00	
375-551-907-112	Transfer to General Fund for Cornerstone	20,000.00	
375-551-800-870	Principal - Sportsplex (2%)		110,925.00
375-551-990-990	Ending Cash		136,073.00

Transfer Funds to Fund 380 - 2020 Park Bond Fund

375-551-907-113	Transfer to Fund 380 - Park Bond	889,435.27	
375-551-990-990	Ending Cash		889,435.27

Fund 380 - Park Bonds 2020

Park Expenditures

380-000-396-990	Beginning Fund Balance	388,356.73	
380-000-340-600	Interest (Earned)		9,500.00
380-551-907-945	Cornerstone - Phase 2 /3 - T&M Steel		295,567.04
380-551-907-947	Cornerstone Turf	24,179.98	
380-551-907-943	Lighting	15,040.00	
380-551-907-952	Sportsplex Bridge Construction	73,142.68	
380-551-907-956	Sportsplex Drainage	118,563.44	
380-551-907-957	Cornerstone Entrance Landscaping	70,103.01	
380-551-918-805	Cornerstone Equipment	159,751.43	
380-551-918-806	Fencing, Sirens, Cameras, Plaques	49,515.18	
380-551-600-200	Legal Advertising	181.00	
380-551-600-945	Cornerstone Professional Services	124,526.00	
380-551-907-965	Cornerstone/Sportsplex Turf Logos	171,142.86	
380-000-900-100	Transfer from Fund 375 - Park and Rec Tourism		889,435.27



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: April 4, 2023
PAGE: 1

SUBJECT:

Request authorization for Fire Marshal Mark McCurdy and Captain Dewayne Davis to travel to Gulfport, MS to attend the 2023 MFIA Spring Seminar – (Courtyard by Marriott) on April 18 – 21, 2023 at an approximate cost of 3,000.00 (hotel, registration, and meals).

AMOUNT & SOURCE OF FUNDING \$3,000.00 (001-261-600-390) Fire Training

Registration: **Mark McCurdy \$225.00**
 Dewayne Davis \$275.00

M.F.I.A./Lisa Jones
711 Camp Dantzler Road
Hattiesburg, MS 39401

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Fire Department

DIRECTOR'S
AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION:

Move approval for authorization for Fire Marshal Mark McCurdy and Captain Dewayne Davis to travel to Gulfport, MS to attend the 2023 MFIA Spring Seminar – (Courtyard by Marriott) on April 18 – 21, 2023 at an approximate cost of \$3,000.00 (hotel, registration, and meals).

2023 MFIA SPRING SEMINAR APRIL 19-21 2023

Wednesday April 19

0800-1000 Who Dies in Fires and Why?
Accidental Fire Deaths
1000-1100 Fire Death Causal Factors-Exercise
1100-1200 Scene Processing/Who's Who at scene?
Lunch

1300-1500 Suicides, Staged Suicides-Case Studies
1500-1700 Fire Effects on Humans

Thursday April 20

0800-1000 Fire Effects (cont)
1000-1200 Arson Murders, body dumps
Lunch

1300-1400 Case Histories
1400-1500 Case Exercise-Utah
1500-1700 Mass Casualty Events, Cold Cases

Friday April 21

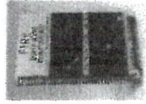
0800-1000 Harrison County District Attorney
1000-1200 State Crime Lab/Medical Examiner

Fire Death Investigations

This two-day course will focus on taking investigators from A-Z regarding fire deaths of every type. This class will delve into some fairly unique situations. Investigators will learn to approach the scenes in a more objective manner, and the effective tactics for gathering accurate data at the scene...and to look for the clues of murders vs suicides, and accidents vs intentional actions.

- Accidental Fire Deaths: Who Dies In Fires And Why?
- Suicides And Staged Suicides
- Murder By Arson, Or Murder, Followed By Arson; Body Dumps
- Cold Case Arson Murders
- SWAT Related Fire Fatalities
- Mass Casualty Events

This book will be provided to each attendee of this training.
Fire Death Scene Investigation by Ed Nordskog and Joe Konefal



REGISTRATION MUST BE MADE

BEFORE

April 1, 2023

There will be limited seats available !!

M.F.I.A. Member -- \$225.00

Non Member -- \$275.00

NAME

Mark McCurdy

AGENCY

Starkville Fire

PHONE#

662-323-2962

E-MAIL mmccurdy@cityofstarkville.org

ABOVE INFORMATION IS REQUIRED

BY U.S. MAIL

M.F.I.A./LISA JONES
711 CAMP DANTZLER ROAD
HATTIESBURG, MS 39401

BY EMAIL:

msfireinvassoc@gmail.com

ON LINE THRU PAYPAL AT:

www.msfireinvestigators.com

COURTYARD
BY MARRIOTT

Address: 1600 E Beach Blvd, Gulfport, MS 39501

Phone: (228) 864-4310

Room Rate - \$149.00 per night

Cut-off date for this special room rate is
March 19th
Promo Code **FIA**

*If you have special payment arrangements, please contact the hotel PRIOR to making reservations.

MEMBERSHIP APPLICATIONS & RENEWALS

at

www.msfireinvestigators.com

You can find the Membership Application here which you mail to:

M.F.I.A./LISA JONES
711 CAMP DANTZLER ROAD
HATTIESBURG, MS 39401

Apply, renew or preregister using PayPal.

*PAYING THE \$225.00 DOES NOT MAKE YOU A MEMBER OF THE ASSOCIATION. I MUST HAVE YOUR MEMBERSHIP APPLICATION BEFORE

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- **Suicides And Staged Suicides**
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April 1, 2023

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M.F.I.A. Member – \$225.00

Non Member – \$275.00

NAME Dewayne Davis

AGENCY Starkville fire

PHONE# 662-323-2962

E-MAIL d.davis@cityofstarkville.ms.org

ABOVE INFORMATION IS REQUIRED

BY U.S. MAIL

M.F.I.A./LISA JONES
711 CAMP DANTZLER ROAD
HATTIESBURG, MS 39401

BY EMAIL:

msfireinvasoc@gmail.com

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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: April 4, 2023
PAGE: 1

SUBJECT:

Request authorization for Fire Marshal Mark McCurdy and Fire Inspector Jonathan Wade to travel to Gulfport, MS to attend the Building Officials Assoc. of MS Summer Conference & Training Event on June 12 - 16, 2023 at an approximate cost of 3,000.00 (hotel, registration, and meals).

AMOUNT & SOURCE OF FUNDING \$3,000 (001-261-600-390) Fire Training

Registration: **Mark McCurdy \$200.00**
 Jonathan Wade \$200.00

Theresa Hydrick, BOAM Treasurer
15309 Community Road
Gulfport, MS 39503

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Fire Department

DIRECTOR'S
AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION:

Move approval for authorization for Fire Marshal Mark McCurdy and Fire Inspector Jonathan Wade to travel to Gulfport, MS to attend the Building Officials Assoc. of MS Summer Conference & Training Event on June 12 - 16, 2023 at an approximate cost of 3,000.00 (hotel, registration, and meals).

Special Thanks to our Sponsors!!!

Platinum



Gold



Bronze



BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI

Summer Conference & Training Event

June 12th thru 16th 2023



Grand Centennial Hotel
200 E Beach Blvd
Gulfport, MS 39507

Monday		June 12, 2023	Wednesday	June 14, 2023
7:00-8:15	Registration & Sign in Vendors Set up		8:00	Invocation & Pledge of Allegiance
8:15	Invocation & Pledge of Allegiance		8:00-9:00	Vendor Presentation
8:15-10:15	William Clayton Applying the codes to Cannabis Facilities		9:00-10:00	William Clayton 2018 Existing Building Codes (IEBC)
10:15-10:30	Break		10:15-10:30	Break
10:30-12:00	William Clayton Applying the codes to Cannabis Facilities		10:30-12:00	William Clayton 2018 Existing Building Codes (IEBC)
12:00-1:00	Lunch (On your own)		12:00-1:00	Lunch
1:00-1:30	Vendor Presentation		1:00-1:30	Vendor Presentation
1:30-3:00	William Clayton Applying the codes to Cannabis Facilities		1:30-3:00	William Clayton 2018 Existing Building Codes (IEBC)
3:00-3:15	Break		3:00-3:15	Break
3:15-5:00	William Clayton Applying the codes to Cannabis Facilities		3:15-5:00	William Clayton 2018 Existing Building Codes (IEBC)
5:00	Adjourn		5:00	Adjourn
Tuesday		June 13, 2023	Thursday	June 15, 2023
7:00-8:15	Sign In & Late Registration		8:00	Invocation & Pledge of Allegiance
8:15	Invocation & Pledge of Allegiance		8:15-9:00	Vendor Presentation TBA
8:15-10:15	William Clayton 2018 Existing Building Codes (IEBC)		9:00-9:30	Vendor Presentation TBA
10:15-10:30	Break		9:30-10:00	Vendor Products Presentation
10:30-12:00	William Clayton 2018 Existing Building Codes (IEBC)		10:00-10:15	Break
12:00-1:00	Lunch (On your own)		10:15-11:15	ICC Region IX Meeting
1:00-2:00	Vendor Presentation		11:00-1:00	Lunch (On your own)
2:00-3:00	William Clayton 2018 Existing Building Codes (IEBC)		1:00-2:00	Simpson Strong-Tie Presentation
3:00-3:15	Break		2:00-3:00	Vendor Presentation TBA
3:15-5:00	William Clayton 2018 Existing Building Codes (IEBC)		3:00-3:15	Break
5:00	Adjourn		3:15-5:00	Vendor Presentation TBA
			5:00	Adjourn
			6:00	BOAM Dinner
			Friday	June 16, 2023
			8:00-9:00	Invocation & Pledge of Allegiance
				MS State Board of Contractors
			9:00-11:00	BOAM Business Meeting
			11:00	Adjourn

This schedule is subject to change without notice. Please see the daily class listings.



BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI

2023 SUMMER CONFERENCE APPLICATION

Please complete this application and mail it, along with your check (no credit cards please) to the Treasurer at the address shown below.

Date: 3-22-2023

Name: Mark M^cCurdy

Position: Fire Marshal

Jurisdiction / Employer: City of Starkville

Address: 503 E. Lampkin St. P.O. Box: _____

City: Starkville ST: MS. Zip Code 39759 - _____

Telephone: 662-323-2962 Fax: _____ Mobile: 662-769-0037

Email address: mmccurdy@cityofstarkville.org

Website: _____

SUMMER CONFERENCE REGISTRATION IS

Member - \$200.00 / Non Member - \$250.00

Enclosed is a check (no credit cards please) made payable to BOAM in the amount of
\$ 200.00

2023 Building Officials Association of Mississippi

Summer Conference **June 12, 2023 – June 16, 2023**

Grand Centennial Hotel

200 E Beach Blvd

Gulfport, MS 39507

Reservation 228-206-7880



CENTENNIAL PLAZA

PLEASE ARRANGE FOR YOUR OWN RESERVATIONS AT THE GRANT CENTENNIAL HOTEL. Return completed application and your payment to: **Theresa Hydrick, BOAM Treasurer**

15309 Community Rd. Gulfport, MS 39503

Thydrick@co.Harrison.ms.us

For more information please contact Brian Measells, BOAM President (601) 278-4247, James Gentry, BOAM Vice President (901) 461-3907, Terry Williamson, BOAM Secretary (662) 296-9099 or visit the BOAM website at www.boam.ms.



PROUD MEMBER OF THE INTERNATIONAL CODE COUNCIL



BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI

2023 SUMMER CONFERENCE APPLICATION

Please complete this application and mail it, along with your check (no credit cards please) to the Treasurer at the address shown below.

Date: 3-22-23

Name: Jonathan Wade

Position: Fire Inspector

Jurisdiction / Employer: City of Starkville

Address: 503 East Lampkin Street

P.O. Box: _____

City: Starkville

ST: MS

Zip Code 39759

- _____

Telephone: 662-323-2962

Fax: 662-324-4026

Mobile: 662-769-0387

Email address: j.wade@cityofstarkville.org

Website: www.cityofstarkville.org

SUMMER CONFERENCE REGISTRATION IS

Member - \$200.00 / Non Member - \$250.00

Enclosed is a check (no credit cards please) made payable to BOAM in the amount of
\$ 200.00

2023 Building Officials Association of Mississippi

Summer Conference **June 12, 2023 – June 16, 2023**

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200 E Beach Blvd

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PROUD MEMBER OF THE INTERNATIONAL CODE COUNCIL

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 4, 2023
Page: 1

SUBJECT:

Request authorization to hire Bonnie Brumley-Edwards as an Administrative Assistant for the Community Development and Human Resources Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt salary of \$33,280 (\$16.00/hour) based on 2080 hours.

FISCAL NOTE:

This is a shared position between the Community Development and Human Resources Department.

100% is budgeted from Community Development line item # 001-281-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Lyle McCaskey who transferred to another position within the City.

REQUESTING DEPARTMENT:

Community Development Department and Human Resources

DIRECTOR'S AUTHORIZATION:

Stein McMullen, Building Official or
Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Stein McMullen, Building Official or
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Bonnie Brumley-Edwards as an Administrative Assistant for the Community Development and Human Resources Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: April 4, 2023

Page: 1

SUBJECT:

Request approval of the promotion of Sylvester Davis to the rank of Battalion Chief, Sam Wilkes to the rank of Captain, Joshua Cox to the rank of Lieutenant and Stephen Boren to the rank of Sergeant in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

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

Name	Title	Salary
Sylvester Davis	Battalion Chief	\$62,643.88 (\$22.73 per hour)
Sam Wilkes	Captain	\$55,671.20 (\$20.20 per hour)
Joshua Cox	Lieutenant/EMS	\$51,363 (\$18.63 per hour)
Stephen Boren	Sergeant	\$40,044.68 (\$14.53 per hour)

AUTHORIZATION HISTORY:

Sylvester Davis – This is a replacement position previously held by Roosevelt Harris who retired.

Sam Wilkes – This is a replacement position previously held by Sylvester Davis who was promoted to Battalion Chief.

Joshua Cox – This is a replacement position previously held by Sam Wilkes who was promoted to Captain.

Stephen Boren – This is a replacement position previously held by Joshua Cox who was promoted to Lieutenant.

REQUESTING DEPARTMENT:

Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Charles Yarbrough, Fire Chief or
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of the the promotion of Sylvester Davis to the rank of Battalion Chief, Sam Wilkes to the rank of Captain, Joshua Cox to the rank of Lieutenant and Stephen Boren to the rank of Sergeant in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 4, 2023
Page: 1

SUBJECT:

Request authorization to hire Neah Robinson as a Customer Service Representative in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Non-Exempt Salary of \$35,360 (\$17.00 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2022/23 budget.
44% of pay – Acct: 903.00 Electric Expense.
46% of pay – Acct: 146.10 Due from the Water Dept.
10% of pay – Acct: 146.20 Due from the Sanitation Dept.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Jesslyn Gray who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Neah Robinson as a Customer Service Representative in the Starkville Utilities Department.



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

AGENDA ITEM NO:
AGENDA DATE: April 4, 2023
PAGE: 1

SUBJECT: Request authorization to advertise for bids for the J. L. King Football Field Lighting Project

AMOUNT & SOURCE OF FUNDING:

\$200,000, Fund 306: 2022 Local Improvements Project Fund (J L King State Appropriation)

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks

**DIRECTOR'S
AUTHORIZATION:** Cody Burnett, City Engineer

FOR MORE INFORMATION CONTACT: Chris Williams

This project includes the salvaging of the lights and appurtenances from McKee Park and the installation at the football field at J.L. King Park.

SUGGESTED MOTION:

Move approval to advertise for bids for the J.L. King Football Field Lighting Project.

ADVERTISEMENT FOR BIDS CITY OF STARKVILLE

Notice is hereby given that the City of Starkville will receive sealed bids for **J L King Football Field Lighting** in Starkville, Mississippi.

Bids will be received at the Office of the City Clerk, City Hall, 110 West Main Street, Starkville, Mississippi 39759, or can be submitted online at www.cityofstarkvilleplans.org, by 9:00 A.M. local time on May 4, 2023, at which time they will be opened publicly, read aloud, and taken under advisement until the next meeting of the Mayor and Board of Aldermen.

CONTRACT DOCUMENTS: Contract documents may be obtained online at www.cityofstarkvilleplans.org.

SUBMITTAL OF SEALED PROPOSAL: Each proposal must be submitted in duplicate in accordance with the instructions to bidders which are bound in the Project Manual. The Owner reserves the right to waive irregularities and to reject any or all proposals.

SUBMITTAL OF ELECTRONIC BIDS: Each electronically submitted bid must be submitted in “pdf” format and shall contain the same information and forms as required for the paper bids. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

No bid shall be withdrawn after the scheduled date and time of the beginning of the bidding event without the written consent of the City of Starkville. Within the limitations of Mississippi State Purchasing Law, the City of Starkville reserves the right to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City of Starkville.

The bid opening will be held in the City Clerk Conference Room on the 1st floor of City Hall. Interested persons are invited to attend.

No bid shall be withdrawn for a period of forty-five (45) days after the scheduled date and time of opening of bids without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all bids received, to waive any informalities or irregularities in the bids received, or to accept any bid which is deemed most favorable to the City. For additional questions contact Chris Williams at c.williams@cityofstarkville.org.

CITY OF STARKVILLE, MISSISSIPPI

By *Lesia Hardin*
Lesia Hardin, City Clerk / CFO

Dates of Advertisement:

April 6, 2023

April 11, 2023

Starkville Daily News



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 4 April 2023
PAGE: 1 of 4

SUBJECT: Consideration and Discussion to approve the lowest quote \$14,741.75 from Rec Team sports for Youth Baseball and Softball season.

AMOUNT & SOURCE OF FUNDING:

Operations Budget CSP

FISCAL NOTE:

Two Quotes: Rec Team Sports - \$14,741.75
The Online Store - \$17,774.50

AUTHORIZATION HISTORY:

N/A

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherly@sportsfacilities.com

SUGGESTED MOTION: Authorization to Purchase

REX TEAM SPORTS
75 COL. JOHN PITCHFORD PKWY
NATCHEZ, MS 39120

Estimate

Date
3/16/2023

Phone #	Fax #	E-mail
601-442-7911	601-442-4826	jessica.rogers@rexteamssports.com

Bill To
STARKVILLE PARKS & REC 405 LYNN LANE STARKVILLE, MS 39759

Ship To
STARKVILLE PARKS & REC 405 LYNN LANE STARKVILLE, MS 39759

School P.O. No.	Terms	Due Date	Rep	Coach	Sport
	Due on receipt	3/16/2023	RTC	ORSINI	LEAGUE

Qty	Item Code	Description	Price per item	Amount
947	EGPRO NS	PERFORMANCE TEE ** PRINT - SPONSOR NAME - BACK 6" #	7.50	7,102.50
667	CAP AMERICA NS	X200 5 PANEL ADJSUTABLE CAP ** EMB - LETTER "S"	7.75	5,169.25
280	CAP AMERICA NS	X400 ADJSUTABLE VISOR ** EMB - LETTER "S"	7.75	2,170.00
1	FREIGHT NS	FACTORY DIRECT FREIGHT	300.00	300.00

Sales Tax (0.0%)	\$0.00
Total	\$14,741.75
Balance Due	\$14,741.75

Note: If paying with a credit card, a 3.5% fee will be added to the total.

< Order Options

~~\$35.12~~ **\$10.62 each**

~~\$33,364.00~~ **\$10,089.00 total with 70% Volume Discount**

3 color front \$3.2 print areas ~~\$9~~ 950 total items

FREE Standard Delivery

Get it by Monday, Mar. 27th

Shipping to Starkville, MS Edit

More de

Rush

New!



We'll make it right or we'll

YOUR ORDER - 1 product



Names (0) : Numbers (0)

A4 Promotional Performer

White | Qty: 950

150 YS 100 YM 150 YL

150 M 100 L 50 XL Edit

Applicable tax may apply during ch

< Change your
order options

Save & Continue Designing

Order Options

~~\$27.32~~ **\$8.09 each**

~~\$25.95~~ **\$7.68** total with 70% Volume Discount

3 color front 1 print area 950 total items

FREE Standard Delivery

Get it by Monday, Mar. 27th

Shipping to Starkville, MS Edit

More design
Rush de
New! Sh



We'll make it right or we'll r

YOUR ORDER - 1 product



Valucap Bio-Washed Hat
White | Qty: 950
550 Youth 400 Adult Edit

Applicable tax may apply during check

Change your
order options

Save & Continue Designing





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: April 4, 2023
PAGE: 1 of 1**

SUBJECT:

Request approval for Cpl. Robert Eguire and Off. Diego Sotomeneses to attend the Training Event and Competition presented by Mid-South Motor Cops Wings and Wheel Foundation. The course dates are April 17th – 20th, 2023 in Southaven with a registration fee of \$75 per officer (\$150) and hotel fee not to exceed \$1200.00.

AMOUNT & SOURCE OF FUNDING:

- Mid-South Motor Cops registration fee \$75x2..... \$150.00
Note: Cpl. Eguire will pick up the check to take.
- Hotel (2 rooms) not to exceed \$1200.00
To be put on city credit card

LINE ITEM

Police Training/Education/Travel
Line item #001-201-690-552

FISCAL NOTE:

REQUESTING

DEPARTMENT: STARKVILLE POLICE DEPT

DIRECTOR'S

AUTHORIZATION: CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT:

Cpl. Robert Eguire 662-694-5171

AUTHORIZATION HISTORY:

SUGGESTED MOTION: Move approval for Cpl. Robert Eguire and Off. Diego Sotomeneses to attend the Training Event and Competition presented by Mid-South Motor Cops Wings and Wheel Foundation. The course dates are April 17th – 20th, 2023 in Southaven with a registration fee of \$75 per officer (\$150) and hotel fee not to exceed \$1200.00.

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

STARKVILLE POLICE DEPARTMENT

101 E. LAMPKIN STREET, STARKVILLE, MS 39759

To: Chain of Command

From: *[Signature]* Cpl. Robert Eguire S-51, Ofc. Diego Soto,

Reference: Mid-South Motor Cops Wings and Wheel Foundation Training Event

Date: 03/22/2023

Gentleman,

This is a request to attend the Training Event and Competition presented by Mid-South Motor Cops Wings and Wheel Foundation. Course dates are Monday April 17- Thursday, April 20, 2023. Costs associated with this are \$75.00 registration fee.

Monday and Tuesday are scheduled days off for me therefore the only work days that I would miss would be Wednesday and Thursday. I have family that lives in the area so there will be no cost for lodging.

This course will benefit the department by providing me with advanced training in motorcycle operations, and allowing me to compete in the closing events as a representative of our department.

Thank You,

approved per Capt. Roberson

[Signature]

[Signature]

MB - Approved



2023 Mid-South MotorCops Wings and Wheel Foundation Training Event

Hosted by Southaven Police Department

Dates: Monday, April 17 – Thursday, April 20, 2023

Location: 4560 Venture Drive, Southaven, MS 38671 (Lander's Center/East Parking Lot)

Cost: \$75.00 per rider, Event is limited to 50 riders.

Class: Novice, Expert, Elite

Divisions: Div. 1- Fairing, Div. 2- Non-Fairing, Div. 3- Other

Breakfast and lunch will be provided. There will be an awards banquet on Thursday, April 20, 2023 for all riders. Each entry includes +1 banquet ticket (additional banquet tickets can be purchased for \$10).

This year's event proceeds will go to C.O.P.S Kids.

C.O.P.S. Kids- **Cops for Kids** is a **charitable foundation** that is committed to assisting **children** that have suffered a medical, physical, or traumatic crisis in their young lives.

If you having any questions please contact me: Nathan Ryan- cell: 662-404-0427 or email: nryan@southaven.org

Entry cutoff date: **Friday, April 7, 2023**

MOTOR UP



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: April 4, 2023
PAGE: 1 of 1**

SUBJECT:

Request approval for Cpl. Tonya McWhirter to attend Crisis Intervention Team (CIT) training through the Mental Health Awareness & Response Training (MHART) to be held at the Pascagoula Police Academy in Moss Point, MS.

The dates of the 40-hour course are April 24th – 28th, 2023.

The training is of no cost.

Hotel fee not to exceed \$600.00

AMOUNT & SOURCE OF FUNDING:

Training \$0

Hotel-Not to exceed \$600.00

LINE ITEM

Police Training/Education/Travel

Line item #001-201-690-552

FISCAL NOTE:

REQUESTING

DEPARTMENT: STARKVILLE POLICE DEPT

DIRECTOR'S

AUTHORIZATION: CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT:

Cpl. Tonya McWhirter

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval for Cpl. Tonya McWhirter to attend Crisis Intervention Team (CIT) training through the Mental Health Awareness & Response Training (MHART) to be held at the Pascagoula Police Academy in Moss Point, MS.

The dates of the 40-hour course are April 24th – 28th, 2023.

The training is of no cost.

Hotel fee not to exceed \$600.00

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

STARKVILLE POLICE DEPARTMENT
101 E. LAMPKIN STREET, STARKVILLE, MS 39759

To: Chain Command

From: Cpl. Tonya McWhirter Cpl. Tonya McWhirter

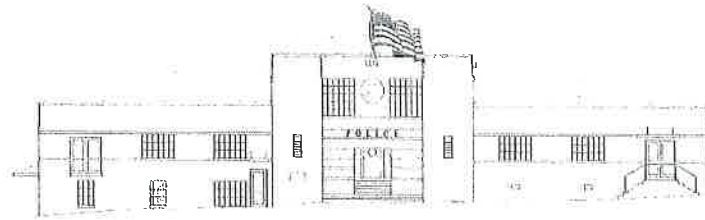
Date: 02/28/23

Ref: Mental Health Awareness & Response Training (MHART); CIT Course

Good day sirs. I hope this letter finds each of you doing well! I wanted to take the opportunity to thank you for the mental health training I received this past January. I find mental health training of any kind so vitally important in my personal approach to someone who is in crisis. As a D.A.R.E. Officer, I deal with many students on a daily basis who have been evaluated by a mental health professional and received a medical diagnosis. I am writing to you today, to tell you that I want to be a part of the solution in this area to help those who are in crisis. I've been in constant contact with Ms. Rebecca Kimbrough, Project Director & Lead Clinical Trainer for MHART, concerning my desire to learn more about mental health training and become a certified team member.

During my previous employment with the Louisville Police Department, I worked extensively with Community Counseling because of my relationship with the school district and the community at large. I knew the community, old and young, really well. I was a Map Team Member for our seven county district, an Infusion Stakeholder, and I would often request to attend training concerning mental health. With that being said, I humbly request to attend an upcoming CIT course training to be held at the Pascagoula Police Academy in Moss Point,

MARK BALLARD
CHIEF OF POLICE



TELEPHONE
662-323-4131

STARKVILLE POLICE DEPARTMENT
101 E. LAMPKIN STREET, STARKVILLE, MS 39759

Mississippi. The dates for this 40 hour course are Monday, April 24, 2023 - Friday, April 28, 2023. The training itself is free; however, I would need to stay at an area/local hotel. I took the liberty to gather several lodging quotes and they are as follows:

1. Comfort Inn Moss Point-Pascagoula: \$84.00 USD a night/\$471.00 USD total including taxes and fees. I know SPD is tax exempt, this is just an estimate.
2. Motel Six Moss Point, MS: \$52.00 USD a night/\$291.00 USD total including taxes and fees. I know SPD is tax exempt, this is just an estimate.
3. LaQuinta Inn by Wyndham Moss Point-Pascagoula: \$84.00 USD a night/\$471.00 USD total including taxes and fees. I know SPD is tax exempt, this is just an estimate.

In conclusion, I love my job as a D.A.R.E. Officer but I've been missing not being able to help someone who is in a mental health crisis. I also felt closer to the community and my work as a whole when I knew I was helping someone who was wary or frankly, couldn't tell which end was up. I believe I have a greater purpose on this earth and my hope is that one day I will be allowed to become CIT certified. I've also included my email correspondence with Rebecca Kimbrough and Samantha Mahler concerning the upcoming training. Thank you all for supporting me in my desired goals and for taking the time to read this request.

Sincerely,

Tonya

MDL
MAZ
HS

CIT Marketing Coordinator

103 South 19th Avenue

Hattiesburg, Ms 39404-8679

601.544.4641 ext 139



From: Kimbrough, Rebecca <rkimbrough@psychology.msstate.edu>
Sent: Monday, February 27, 2023 5:13 PM
To: april.overman@usm.edu; Tonya McWhirter <t.mcwhirter@cityofstarkville.org>
Cc: Samantha A. Mahler <Samantha.Mahler@pbmhr.org>
Subject: CIT training in April

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi, April!

I hope this finds you well in your new job! I have an officer, Corporal Tonya McWhirter, at Starkville Police Department that would like to take the CIT course in Pascagoula on April 24th-28th. Would you mind getting her on that list and sending details regarding the training location, please?

At present, Tonya is the only officer that will be taking the course with your region because it fits her needs best. Lt. Putt with Lee Co. Sheriff's Dept and I are collaborating to get more officers trained in our region through Tupelo Police Academy, and it seems like we may have more interest from other counties in our region to begin to form a real team. I am incredibly excited!

Best regards,

Ms. Rebecca Kimbrough, LPC, NCC, BC-TMH
Project Director & Lead Clinical Trainer

Mental Health Awareness & Response Training (MHART)

an MHAT Grant Program

MSU Department of Psychology

P: 662.694.0443 (call/text)

rkimbrough@psychology.msstate.edu



MISSISSIPPI STATE
UNIVERSITY

This email was scanned by Bitdefender

Confidentiality Notice: This message and all attachments may contain information that is confidential, legally privileged and/or proprietary to Pine Belt Mental Healthcare Resources. The information contained and attached herein is intended for the exclusive use of the individual or entity name for which it is addressed. If you are not the intended receiver, you are hereby notified that any disclosure, copying, or distribution, by any means, is strictly prohibited. If you have received this message in error, please notify the sender by replying to the e-mail and deleting it from your mail system. For additional information or instruction, please contact PBMHR at (601)705-1901. ...



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

AGENDA ITEM DEPT.: Police Dept
AGENDA DATE: 4/4/23
PAGE: 1

SUBJECT: Consideration to approve the list of 19 City of Starkville unmarked cars for Fiscal Year 2023 under Section 25-1-87

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

The Starkville Police Department has a long standing and demonstrated need to operate unmarked vehicles to protect the security of on-going official criminal investigations at all levels within the department and marking of said law enforcement vehicles would hinder the conduct of official on-going criminal investigations.

The Department hereby request that certain police vehicles, which are suited for use, used and/or are available for use on a continuing basis to facilitate covert investigative activities be exempt from the vehicle marking requirements set forth under section 25-1-87, Mississippi Code Annotated, as follows:

Chev5663
Dodge4659
Dodge6299
Chev4115
Ford5932
Ford5931
Chev40X3
Dodge9449
Dodge2620
Dodge2616
Dodge0908
Dodge3607
Ford6438
Toyota3258
Ford7324
Chev2260
Ford6899
Ford7160
Dodge4074

**REQUESTING
DEPARTMENT:** Police

**DIRECTOR'S
AUTHORIZATION:** Mark Ballard, Police Chief

SUGGESTED MOTION:

Move approval of 19 City of Starkville unmarked cars for Fiscal Year 2023 as required by MS Code 25-1-87.



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

**AGENDA DATE: April 4, 2023
PAGE: 1**

SUBJECT: Request authorization to approve the lowest lease amount for a multi-functional printer with J.T. Ray Company in the amount of \$139.00 monthly for 60 months.

AMOUNT & SOURCE OF FUNDING: Electric 2023/24 Budget

FISCAL NOTE: 2023

Konica Minolta bH C250i \$139.00 monthly – 60 months
Konica Minolta bH C360i \$159.00 monthly – 60 months

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

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

This printer would be for downstairs at the main office for use by the Customer Service team. The current printer has reached its useful life and has become unreliable and difficult to use.

SUGGESTED MOTION:

Move to approve the lowest lease amount for a multi-functional printer with J.T. Ray Company in the amount of \$139.00 monthly for 60 months.



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

**AGENDA DATE: April 4, 2023
PAGE: 1**

SUBJECT: Approval of Garver as the preferred consultant to provide the Wastewater Treatment Plant Comprehensive Evaluation and authorization for the Mayor to negotiate and execute an engineering consultant contract in accordance with Mississippi procurement procedures.

AMOUNT & SOURCE OF FUNDING: 2023 Capital Improvement Funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

A request for Statements of Qualifications (SOQs) for the Wastewater Treatment Plant comprehensive evaluation was advertised on December 7, 2022. Six SOQs were received from the following firms:

The Cassady Company	Kimley Horn
Engineering Solutions, Inc.	Neel Schaffer
Garver	Pickering

The Starkville Utilities Consultant Selection Committee met on January 30th in the conference room located at Starkville Utilities Operations Center to review the submitted SOQs. Each SOQ was evaluated using the criteria set out in the advertisement.

Following this review, Starkville Utilities short listed the group and performed interviews with the following two firms: Garver and Kimley Horn.

Based on the information provided by the consultants, the committee recommends proceeding with approval of Garver as the preferred consultant and to begin negotiations with that firm to provide engineering services.

A copy of each SOQ and scoresheets are available for viewing at the Utilities Department office.

SUGGESTED MOTION:

Move approval of Garver as the preferred consultant to provide the Wastewater Treatment Plant Comprehensive Evaluation and authorization for the Mayor to negotiate and execute an engineering consultant contract in accordance with Mississippi procurement procedures.



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

**AGENDA DATE: April 4, 2023
PAGE: 1**

SUBJECT: Approval of Neel Schaffer as the preferred consultant to provide the Water System and Treatment Comprehensive Evaluation and authorization for the Mayor to negotiate and execute an engineering consultant contract in accordance with Mississippi procurement procedures.

AMOUNT & SOURCE OF FUNDING: 2023 Capital Improvement Funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

A request for Statements of Qualifications (SOQs) for the Water System and Treatment comprehensive evaluation was advertised on December 7, 2022. Six SOQs were received from the following firms:

Allen & Hoshall	Garver
The Cassady Company	Neel Schaffer
Engineering Service	Volkert

The Starkville Utilities Consultant Selection Committee met on January 30th in the conference room located at Starkville Utilities Operations Center to review the submitted SOQs. Each SOQ was evaluated using the criteria set out in the advertisement.

Following this review, Starkville Utilities short-listed the group and performed interviews with the following three firms: The Cassady Company, Garver, and Neel Schaffer.

Based on the information provided by the consultants, the committee recommends proceeding with approval of Neel Schaffer as the preferred consultant and to begin negotiations with that firm to provide engineering services.

A copy of each SOQ and scoresheets are available for viewing at the Utilities Department office.

SUGGESTED MOTION:

Move approval of Neel Schaffer as the preferred consultant to provide the Water System and Treatment Comprehensive Evaluation and authorization for the Mayor to negotiate and execute an engineering consultant contract in accordance with Mississippi procurement procedures.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT:
AGENDA DATE: 4/17/18
PAGE: 1

SUBJECT: Starkville Babylon Road Sewer - CDBG
Code of Standards of Conduct Resolution

AMOUNT & SOURCE OF FUNDING - \$308,077; Mississippi Development Authority, CDBG
\$308,078: Local

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL OF A CODE OF STANDARDS OF CONDUCT RESOLUTION FOR THE CITY OF STARKVILLE’S BABYLON ROAD SEWER IMPROVEMENTS CDBG PROJECT.”

RESOLUTION

Starkville, Mississippi

CODE OF STANDARDS OF CONDUCT

On this, the 4th day of April 2023, the above named recipient of federal funds does hereby resolve to comply with regulations set forth in 24 CFR Part 85.36(3) or 84.42, Section 92.356 of the Final Rule under the Community Development Block Grant (CDBG) program and Section 25-4-105 of the Mississippi Code of 1972, as amended. Such Code of Standards of Conduct provides that:

No employee, officer, or agent of the recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to recipient's agreements. In resolving to comply with the above stated requirements, we hereby agree to the State of Mississippi's enforcement of the provisions of disciplinary actions prescribed in Section 25-4-109 and 25-4-111 of the Mississippi Code of 1972, as amended, should any of these standards be violated by the recipient's officers, employees, or agents, or by contractors or subcontractors of their agents.

Be it further resolved that the City of Starkville, Mississippi, shall comply with the applicable requirements set forth in 24CFR Part 84.44 or Part 85.36, OMB Circulars A-87, A-122 or A-21 or A-133, and all relevant Community Services Division (CSD) Policy Statements.

The above Resolution was officially adopted and duly recorded in the minutes of the before mentioned recipient.

ATTEST:

Lesla Hardin, City Clerk

D. Lynn Spruill, Mayor

(SEAL)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT:
AGENDA DATE: 4/4/23
PAGE: 1

SUBJECT: Starkville Babylon Road Sewer - CDBG
Authorization to approve Fair Housing Resolution & Declare April as Fair Housing Month

AMOUNT & SOURCE OF FUNDING - \$308,077; Mississippi Development Authority, CDBG
\$308,078: Local

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL OF A FAIR HOUSING RESOLUTION AND DECLARE APRIL AS FAIR HOUSING MONTH FOR THE CITY OF STARKVILLE’S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).”

Fair Housing Month Proclamation

FAIR HOUSING MONTH

WHEREAS, April marks the anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

WHEREAS, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

WHEREAS, vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and

WHEREAS, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;

NOW, THEREFORE, BE IT RESOLVED,

that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the Board of Aldermen of the City of Starkville, Mississippi, does hereby join in the national celebration by proclaiming

APRIL 2023

as

FAIR HOUSING MONTH

and encourages all agencies, institutions and individuals, public and private, in the City of Starkville to abide by the letter and the spirit of the Fair Housing law.

Signed and sealed this 4th day of April 2023.

Lesa Hardin, City Clerk

D. Lynn Spruill, Mayor

(SEAL)



RESOLUTION

Starkville, Mississippi

FAIR HOUSING

LET IT BE KNOWN TO ALL PERSONS OF THE CITY OF STARKVILLE, MISSISSIPPI that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Starkville to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City of Starkville does hereby pass the following Resolution.

BE IT RESOLVED, that within available resources the City of Starkville will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equality under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City of Starkville shall publicize/post this Resolution and through its publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID CITY OF STARKVILLE, MISSISSIPPI will, at a minimum: 1) adopt and publicize/publicly display the Fair Housing Resolution; 2) post applicable Fair Housing information to the public; 3) declare April as Fair housing Month; and 4) conduct at least one (1) Fair Housing activity during the month of April and document said activity.

EFFECTIVE DATE:

This Resolution shall take effect April 4, 2023.

ATTEST:

Lesa Hardin, City Clerk

Lynn Spruill, Mayor

(SEAL)