MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 1, 2024

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 1, 2024 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 Kim Moreland, Sandra Sistrunk, Jeffrey Rupp, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin. Alderman Mike Brooks attended telephonically.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Lynn Spruill asked to remove items A and B under Mayor's business from consent. Alderman Moreland asked to add items F and G under Mayor's business to consent. There being no objections or additional changes, the Mayor called for a motion to approve the agenda with consent items as amended.

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

Alderman Rupp offered a motion, duly seconded by Alderman Beatty, to approve the October 1, 2024 Official Agenda as amended with the addition of the Resolution. The Board voted as follows:

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

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

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, OCTOBER 1, 2024
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 SEPTEMBER 3, 2024 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 13, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions and Bulldog Bash – October 4, 2024

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

1. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 701 LOUISVILLE., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102G-00-036.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

2. PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS: PROPERTIES (200 LINDBERGH, 30 LINDBERGH AND 722 VINE STREET) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF $8,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

B. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF UP TO $7,000,000 TO PROVIDE FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE SERIES 2025 BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF THE SYSTEM IN AMOUNTS SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2025 BONDS; MAKING PROVISION FOR A BOND AND INTEREST FUND, A DEPRECIATION FUND, A CONTINGENT FUND, AN IMPROVEMENT FUND, AN OPERATION AND MAINTENANCE FUND, AND A REVENUE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE SERIES 2025 BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025 BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025 BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025 BONDS; AND FOR RELATED PURPOSES.

C. CONSIDERATION OF APPROVING RESOLUTIONS TO PLACE THE LIENS ON 514 WEST MAIN ST AND WARD DRIVE PROPERTIES THAT HAVE BEEN PREVIOUSLY APPROVED FOR MOWING, CLEANING, AND/OR DEMOLITION.

D. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND ORDINANCE 2017-05 AND MUNICODE §4.3.02(B) TO REFLECT CHANGES RELATED TO THE REQUIREMENT FOR A PERCENTAGE OF FOOD SALES AND THE REQUIREMENT FOR KITCHEN FACILITIES IN ORDER TO APPROVE THE SALE OF BEER AND LIGHT WINE.

E. CONSIDERATION OF THE PROPOSAL FOR EMPLOYEE MEDICAL, DENTAL AND VISION BENEFIT PLANS AND ADMINISTRATIVE SERVICE CONTRACT WITH BLUE CROSS BLUE SHIELD(MCGRIFF).

F. CONSIDERATION OF A RESOLUTION SUPPORTING THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS IN EXTENDING A REQUEST FOR PROPOSALS (RFP) TO SELL THE OKTIBBEHA COUNTY HOSPITAL AND TO BRING THE HIGHEST QUALITY HEALTHCARE TO THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY.

G. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM WILLIAM WELLS IN THE AMOUNT OF $8,477.32 TO REPLACE THE ENGINE IN THE STREET DEPT TRUCK 75 ONE TON DUMP TRUCK.

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVING THE CODE OF STANDARDS CONDUCT RESOLUTION AND THE MBE/WBE BUSINESS PARTICIPATION RESOLUTION FOR THE ARC-MS-21497, WASTE WATER TREATMENT PLANT REHABILITATION PROJECT.

XI. DEPARTMENT BUSINESS

A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS
THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 FOR AN INCREASE OF $6,981.35 FOR AN ADDITIONAL SIGNAL POLE AND WIRING NEEDED FOR ADA COMPLIANCE TO THE SPRING STREET & MS HIGHWAY 12 PEDESTRIAN IMPROVEMENTS PROJECT CONSTRUCTION CONTRACT WITH BURNS DIRT CONSTRUCTION INC.

2. CONSIDERATION OF ACCEPTING THE SAFE STREETS AND ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT IN THE AMOUNT OF $8,128,000.00 AND AUTHORIZATION TO ADVERTISE FOR RELATED PROFESSIONAL SERVICES WITH A MATCH OF $2,032,000 OVER 3 YEARS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 23, 2024 FOR FISCAL YEAR ENDING 9/30/24, AND AS OF OCTOBER 1, 2024 FOR FISCAL YEAR ENDING 9/30/25, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL FOR EMPIRE TRUCK SALES, LLC TO PERFORM THE EMERGENCY REPAIR AND SERVICING FOR ENGINE 4 AT A COST OF $7,733.87, AS PER MS CODE SECTION 31-7-13 (K), IN THAT A DELAY IN REPAIRING FIRE ENGINE 4 WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AND ITS CITIZENS.
2. REQUEST PERMISSION TO ACCEPT THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT AWARDED BY U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN A REIMBURSEABLE AMOUNT OF $20,949.64, WITH A MATCH OF $4,189.93, TO BE USED FOR (4) DELL LAPTOPS, FLOW TEST KIT, AND GAS DETECTION MONITORS.
3. REQUEST AUTHORIZATION FOR KEN BRITT TO TRAVEL TO HAMMOND, LA TO ATTEND THE SMALL TOWN JOBTOWN FIRE CONFERENCE OCTOBER 16 – 19, 2024 AT AN APPROXIMATE COST OF $950.00 (MEALS, REGISTRATION AND HOTEL).

G. HUMAN RESOURCES

1. REQUEST APPROVAL TO HIRE CHAY OSWALT AN AS A DIGITAL FORENSIC ANALYST, GREG SOCKWELL AS A POLICE OFFICER, AND ABIGAIL SHAW AS A DISPATCHER AT STARKVILLE POLICE.
2. REQUEST FOR AUTHORIZATION TO HIRE BAILEY WOFFORD AS WATER OPERATIONS MANAGER FOR STARKVILLE UTILITIES.
3. REQUEST AUTHORIZATION TO ASSIGN MARY WILLIAMS AS THE ENGINEERING MANAGER FOR STARKVILLE UTILITIES.
4. REQUEST AUTHORIZATION TO HIRE HEATHER WOOD AS A DEPUTY COURT CLERK IN STARKVILLE MUNICIPAL COURT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING CHANGE ORDER #1 FOR THE TRAVIS OUTLAW CENTER FLOOR REFINISHING PROJECT IN THE AMOUNT OF A $4,400.00 INCREASE TO THE CONTRACT WITH ROBERSON FLOOR SERVICE.

J. POLICE DEPARTMENT

1. POLICE

a. REQUEST AUTHORIZATION TO AMEND THE APRIL 16, 2024 REQUEST REGARDING THE SEIZED 2009 DODGE CHALLENGER VIN#8252 AND 2006 BMW 7 SERIES 7501 VIN#5512, AND TO DECLARE AS SURPLUS AND SELL THROUGH GOV DEALS WITH THE PROCEEDS GOING TOWARDS THE STATE FORFEITED FUNDS LINE ITEM.

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 APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES-ELECTRIC DIVISION.

2. REQUEST AUTHORIZATION TO DECLARE A 20' TILT TRAILER (VIN LAST 4 DIGITS: 6740) AS SURPLUS AND SELL ON GOVDEALS OR ANOTHER SURPLUS VENUE.

3. REQUEST TO APPROVE LOWEST QUOTE FROM MAGNOLIA PUMP AND EQUIPMENT TO REBUILD THE FAIRBANK MORSE PUMP MOTOR FOR THE TRIM CANE LIFT STATION IN THE AMOUNT OF $7,439.00.

4. REQUEST AUTHORIZATION TO RENEW THE CONTRACT WITH BRISLIN, INC FOR HVAC MAINTENANCE AT THE STARKVILLE UTILITIES MAIN OFFICE AT AN ANNUAL COST OF $5,500.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 15, 2024 @ 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.

Consent items 2 – 23:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 3, 2024 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the September 3, 2024 meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 13, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the September 13, 2024 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVING RESOLUTIONS TO PLACE THE LIENS ON 514 WEST MAIN ST AND WARD DRIVE PROPERTIES THAT HAVE BEEN PREVIOUSLY APPROVED FOR MOWING, CLEANING, AND/OR DEMOLITION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval to authorize the liens that will compensate the city per the authorization in 21-19-11 for placement with the tax assessor's office to collect as part of the process of attaching the lien to the property approved for mowing, cleaning, and/or demolition" is enumerated, this consent item is thereby approved.

Case #	Location	Date	Amount
22-000562	514 West Main St	12/02/2022	$4,358.27
24-000499	Ward Drive (Parcel #102B-00-081)	9/19/2024	$300.00

5. CONSIDERATION OF THE PROPOSAL FOR EMPLOYEE MEDICAL, DENTAL AND VISION BENEFIT PLANS AND ADMINISTRATIVE SERVICE CONTRACT WITH BLUE CROSS BLUE SHIELD (MCGRIFF).

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the proposal for Employee Medical, Dental and Vision Benefit Plans and Administrative Service Contract with Blue Cross Blue Shield (McGriff)" is enumerated, this consent item is thereby approved. Contract follows this page.

6. CONSIDERATION OF A RESOLUTION SUPPORTING THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS IN EXTENDING A REQUEST FOR PROPOSALS (RFP) TO SELL THE OKTIBBEHA COUNTY HOSPITAL AND TO BRING THE HIGHEST QUALITY HEALTHCARE TO THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution to support the Oktibbeha County Board of Supervisors in their Decision to seek alternatives to the County owned hospital" is enumerated, this consent item is thereby approved. The Resolution follows the item 5 contract.

7. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM WILLIAM WELLS IN THE AMOUNT OF $8,477.32 TO REPLACE THE ENGINE IN THE STREET DEPT TRUCK 75 ONE TON DUMP TRUCK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest quote from William Wells in the amount of $8,477.32 to replace the engine in the Street Dept truck 75 one-ton dump truck" is enumerated, this consent item is thereby approved.

Two quotes: William Wells - $8,477.32 and Parker CDJR - $11,568.99

BlueCross BlueShield of Mississippi

3545 Lakeland Drive
Flowood, Mississippi 39232
Telephone: 601-932-3704
www.bcbsms.com

It's good to be Blue.

July 15, 2024

Nav Ashford
City of Starkville
110 W Main Street
Starkville, MS 39759

Re: 2024 Administrative Services Renewal

Dear Nav:

Thank you for being a valued Blue Cross & Blue Shield of Mississippi customer and trusting us to provide your employees with coverage for what matters most – their health. Through our partnerships with our Network Providers, and emphasis on high quality healthcare and outcomes, we have been able to have a positive impact on lowering healthcare cost trends. Also, due to our management of prescription drugs with Prior Authorization reviews, best-practice disease management, our biosimilar implementation strategy for high-cost drugs and increased prescription drug rebates, both retail and medical, we have seen a net reduction in prescription drug costs during 2023.

In 2024, we will continue our prescription drug innovations to address high-cost prescription drugs and will continue our expansion of health care delivery innovation through our Network Provider partnerships.

We can also meet the needs of your employees and covered Members with dental options through our partnership with Delta Dental. Available for Fully-insured or Self-insured dental plans, you'll receive competitive rates with no balance billing for your employees when they use a Network Dentist.

As we look toward your renewal, we are committed to continuing our partnership to not only support you in managing your healthcare costs, but also support your employees' health.

The following renewal documents are attached:

- Administrative Services Contract Amendment
- Administrative Services & Reinsurance Form
- Assignment of Reinsurance Policy Benefits Form

All documents should be reviewed, signed and then returned by your Blue Cross & Blue Shield of Mississippi Certified Agent by Monday, September 2, 2024. Any benefit changes should be requested by September 2nd to ensure they are implemented with your effective date.

We look forward to meeting with you soon to discuss your renewal and continuing our health and wellness partnership. We are proud you are Blue and we value you, your employees and your business. If you have any questions prior to our meeting, please contact me or you Blue Cross & Blue Shield of Mississippi Certified Agent.

Best of health,

Kelli Ball

Kelli Ball,
Account Manager, Sales
601-968-2889

Attachments

cc: Mickey Watkins

Amendment No. 6 to
Administrative Services Contract

This Amendment No. 6 to the Administrative Services Contract ("Amendment") is entered into as of October 1, 2024 (the "Amendment Effective Date") among Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company ("Claim Administrator"), City of Starkville ("Employer") and Employee Health Protection Plan for City of Starkville ("GHP").

WHEREAS, Claim Administrator, Employer and GHP are parties to the Administrative Services Contract (the "Agreement") entered into as of October 1, 2018, as amended.

WHEREAS, Claim Administrator, Employer and GHP have agreed, subject to these terms and conditions, to amend the Administrative Services Contract as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendments. The Agreement is amended as follows:

   (a) The second sentence in the first unnumbered paragraph on page 1 of the Agreement is deleted in its entirety and replaced with the following:

   "The term of the Agreement is for a 12 month period, running October 1, 2024 to September 30, 2025."

   (b) Part 5, Article VIII, Section A(1) is deleted in its entirety and replaced with the following:

   1. The monthly administrative service fee is $36.00 for each employee covered in the Benefit Plan on or after October 1, 2024. The fee includes the services specified in Article I. The due date of the monthly administrative services fee is the first day of each month.

   (c) Part 6, Article XIX is deleted and replaced with the following:

   If any provision of this Agreement is rendered illegal, invalid or unenforceable by the decision of any court of competent jurisdiction, or by statue or regulation, that illegal, invalid or unenforceable provision shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

   (d) Part 6, Article XXIII is amended to add the following sentence:

   Nothing in this Section is intended to restrict the disclosure of information when such restriction is prohibited by Federal or State law or regulation.

2. Amendment Effective Date. The amendments made to the Agreement are incorporated by reference into the Agreement and expressly made a part thereof, as if fully copied therein, effective as of the Amendment Effective Date.

3. The provisions of this Amendment are not intended to amend in any manner any of the other provisions of the Agreement and should not be construed to do so, but, rather, except as otherwise hereinafter indicated, are intended merely to amend the specific provisions of the Agreement as stated herein. Except for the provisions of the Agreement specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect and are not hereby amended, modified or rescinded, except to the extent that any other provisions of the Agreement are in conflict with this Amendment and must necessarily also be amended in order to implement this Amendment, in which case any such conflicting provisions of the Agreement are hereby amended, and shall be interpreted and applied, to the minimum extent necessary, to conform to the amendments made by this Amendment. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior promises, agreements and understandings, whether written or oral, with respect to the subject matter hereof.

IN WITNESS THEREOF, the parties have caused this Amendment to be duly executed as set forth below as of the Amendment Effective Date.

CLAIM ADMINISTRATOR:

BLUE CROSS & BLUE SHIELD OF MISSISSIPPI,
A MUTUAL INSURANCE COMPANY

By: ______________________________
Cheri D. Green,
General Counsel

Date: ______________________________

EMPLOYER:

CITY OF STARKVILLE

By: ______________________________

Title: Mayor

Date: 10.1.2024

GROUP HEALTH PLAN:

EMPLOYEE HEALTH PROTECTION PLAN FOR
CITY OF STARKVILLE

By: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT I

Only the BlueCard Program Access Fee and the BlueCard Program Administrative Expense Allowance (AEA) fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the Administrative Charges.

The Access Fee is charged by the Host Blue to Claim Administrator for making the applicable Host Blue's provider network available to GHP's Members. The Access Fee will not apply if the provider does not participate in the applicable Host Blue's network. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Claim Administrator receives from the applicable Host Blue subject to a maximum of $2,000 per claim. When charged, Claim Administrator passes the Access Fee directly on to GHP.

Instances may occur in which the claim payment is zero or Claim Administrator pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Claim Administrator will pay the Host Blue's Access Fee and pass it along directly to GHP as stated above even though GHP paid little or had no claim liability.

The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to Claim Administrator for administrative services that the Host Blue provides in processing claims for GHP's Members. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, Claim Administrator passes the AEA Fee directly on to GHP.

See the Fee Listing section of this Exhibit for the BlueCard Program Access Fee and AEA Fee and for Claim Administrator's General Administrative Fee. The General Administrative Fee includes all other fees relative to the BlueCard Program. These fees include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

A General Administrative Fee encompasses fees Claim Administrator charges to GHP for administering GHP's Benefit Plan. They may include both local within Claim Administrator's service area and Inter-Plan fees. For purposes of this Agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee and AEA Fee: namely, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and Blue Cross Blue Shield Global Core Fees, if applicable.

Group Name: City of Starkville
Effective Date: October 1, 2024 through September 30, 2025

Group Number(s):

Location	Benefit Plans	
	Buy Up Group Numbers	**Base Group Numbers**
City Hall Active	67142A	17912
City Hall COBRA	67143A	17913
City Hall Retirees	67144A	17914
Electric Active	67145A	17915
Electric COBRA	67146A	17916
Electric Retirees	67147A	17917
Park Comm. Active	67148A	17918
Park Comm. COBRA	67149A	17919
Park Comm. Retirees	67151A	17920

General Administrative Fee (See also Section VIII(A)(1):	$36.00 per employee per month
Inter-Plan Arrangements Fees:	
BlueCard Program Fees	
Access Fees:	In 2024, 3.46% of network savings, capped at $2,000.00 per claim. In 2025, 3.31% of network savings, capped at $2,000.00 per claim.
Administrative Expense Allowances (AEAs):	$5.00 per claim professional and $11.00 per claim institutional (for fewer than 1,000 PPO or traditional enrolled Blue contracts).
Nonparticipating Provider Claims Processing Fee:	$3.00 per claim for out-of-network claims.

Administrative Services & Reinsurance

☐ New Group ☒ Renewal

1. Effective Date: 10/1/2024
2. Medical Administrative Fee Per Employee Per Month: $ 36.00
3. Dental Administrative Fee Per Employee Per Month: $ ______
4. Agent/Broker Commission Per Employee Per Month: $ 15.00
5. Optional Services: (______) $ ______
6. Specific Stop-Loss Reinsurance Carrier (if applicable): Symetra
   A. Specific Stop-Loss Deductible: $ 150,000
   B. Aggregating Specific Deductible: $ ______
   C. Specific Stop-Loss Rates: Single $ 35.65
      EE+CH $ 121.60
      EE+SP $ 121.60
      Family $ 121.60
      Composite $ 51.01
   D. Claims Basis: (Paid, 15/12 etc.) 36/12
   E. Lasered Deductible — Member Name: (employee) Member ID: ______ Amount: $ 290,000
   F. Lasered Deductible — Member Name: ______ Member ID: ______ Amount: $ ______
   G. Lasered Deductible — Member Name: ______ Member ID: ______ Amount: $ ______
7. Aggregate Stop Loss: ☒ Yes ☐ No Aggregate Rate: $ 7.56 Basis: 36/12
   Aggregate Monthly Factor: Single $ 639.06
      EE+CH $ 1126.64
      EE+SP $ 1272.97
      Family $ 1912.02
      Annualized Attachment Point: $ ______

Group: City of Starkville **By:** [signature]

Date: 10·1·2024 **Title:** Mayor

Notes/Contingencies: ______

THIS SECTION IS FOR BLUE CROSS & BLUE SHIELD OF MISSISSIPPI USE ONLY

Reinsurance Funding Arrangement:

Zero Cycles X (Set Reinsurance Funding Code to "0") Three Cycles ______ (Set Reinsurance Funding Code to "3")

NOTE — NEW GROUPS AND GROUPS WITH NO REINSURANCE MUST BE SET TO ZERO CYCLES ("0")
There will be no 30 day cycle delay for the filing of reinsurance claims and placement on the Summary Claim Billing Statement for new groups and groups with no reinsurer.

BlueCross BlueShield of Mississippi

It's good to be Blue.

Approved by Sr. VP of Consumer Marketing and Sales

______ (Initials) ______ (Date)

ASSIGNMENT OF REINSURANCE POLICY BENEFITS

This Agreement is made by and between City of Starkville, the Reinsurance Policyholder and Symetra, the Reinsurance Carrier.

Pursuant to the Administrative Services Contract, Blue Cross & Blue Shield of Mississippi has agreed to pay benefit payments due under the Health & Wellness Benefit Plan sponsored by City of Starkville, to include claims over the individual specific stop-loss amount. Blue Cross & Blue Shield of Mississippi has the right to obtain reimbursement directly from City of Starkville for payments made on claims over the individual specific stop-loss amount and not wait for the Reinsurance Carrier to pay benefits under the Reinsurance Policy.

City of Starkville acknowledges and agrees that all benefits due under the terms of the Reinsurance Policy are assigned to Blue Cross & Blue Shield of Mississippi. In situations where Blue Cross & Blue Shield of Mississippi has paid claims over the individual specific stop-loss amount and recovered such claim payments directly from City of Starkville, Symetra will reimburse City of Starkville.

City of Starkville and Symetra agree that any and all provisions directing payment to City of Starkville and/or preventing an assignment of benefits due under the Reinsurance Policy are amended to reflect that benefits will be paid directly to Blue Cross & Blue Shield of Mississippi.

City of Starkville and Symetra agree Blue Cross & Blue Shield of Mississippi is a third party beneficiary of this Assignment.

Group	Reinsurance Carrier
By: [signature]	By: ____________
Title: Mayor	Title: ____________
Date: 10·1·2024	Date: ____________

2024
BLUE CROSS & BLUE SHIELD OF MISSISSIPPI
ENHANCED LANGUAGE CHECKLIST

Speech Therapy

Blue Cross & Blue Shield of Mississippi ("BCBSMS") has established a Speech Therapy Network. When Members visit a Network Speech Therapist:

a. The Network Speech Therapist directly bills BCBSMS for the Covered Services rendered to the Member.

A Non-Network Speech Therapist may require the Member to submit the claim to BCBSMS.

b. The Network Speech Therapist will accept BCBSMS' Allowable Charge as payment in full for the Covered Services. As a result of the Allowable Charge, the Network Speech Therapist will not balance bill the Member.

A Non-Network Speech Therapist is not required to accept the Allowable Charge as payment in full for Covered Services. This Provider can balance bill the Member.

Prior to establishment of the Network, Speech Therapists were Non-Contracted Allied Providers and Covered Benefits were paid according to a Health Plan's Network Coinsurance amount. While your plan's current Benefit Plan booklet may include both a Network and Non-Network Coinsurance amount for Speech Therapy, it also includes an asterisk indicating how Covered Benefits are provided when there is no Network. See an example of the current Benefit language below:

	Network Provider	**Non-Network Provider**
Speech Therapy* (Limited to 20 visits per Calendar Year)	80% to OOP, then 100% (Deductible Applies)	60% (Deductible Applies)

* If Claims Administrator has not offered a Participating Provider Agreement to a specific category of Allied Provider, the Facility or Professional will receive the Network Level of Benefits. Coinsurance for Covered Services rendered by the aforementioned Providers will accrue toward the Out-of-Pocket amounts.

BCBSMS asks you to consider adding the Speech Therapy Network to your plan. Unless you decline below, the Speech Therapy Network will apply to your covered employees and their covered dependents, and the Benefit Plan booklet will revised to delete the asterisk beside Speech Therapy.

☐ **Decline**

Disease Specific Drugs

Effect January 1, 2024, Blue Cross & Blue Shield of Mississippi will increase the Disease Specific Drug maximum Co-payment from $200 to $350.

If your Health Plan provides Disease Specific Drug ("DSP") Benefits and has a maximum Co-payment less than $350, BCBSMS asks you to consider increasing the maximum Co-payment to $350. Below is an example of revised Benefit language. **(Note: Your Health Plan's DSP Benefit may differ from the example below. Please refer to your Benefit Plan booklet to review your DSP Benefit.)**

	Network Provider	**Non-Network Provider**
Disease Specific Drugs (Drugs must be provided by a Network Disease Specific Pharmacy or a Member's Non-Pharmacy Network Provider; have been Prior Authorized by the Company; and listed in the Disease Specific Drug Formulary)	100% after 10% of the Allowable up to $350 Co-pay with a minimum $100 Co-pay.	Not Covered

Unless you decline below, the Disease Specific Drug maximum Co-payment will apply to your covered employees and their covered dependents. If your Health Plan does not provide Benefits for Disease Specific Drugs, this change will not apply.

☐ **Decline**

Note to Account Executive or Agent. This form must be attached to and submitted with a Blue Form.

Group: ______________________________

____
Agent or Account Representative

By: ______________________________

Date: ______________________________

Title: ______________________________

Date: ______________________________

SYMETRA
RETIREMENT | BENEFITS | LIFE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135

Mailing Address: Select Benefit Administrators
PO Box 440 | Ashland, WI 54806
Overnight deliveries to: 118 3rd Street East | Ashland, WI 54806
Phone 1-800-497-3699 | Fax (715) 682-5919

MASTER APPLICATION
For Group Insurance

Instructions: (1) Complete and sign the application
(2) Attach the Plan Summary and send to Select Benefit Administrators (SBA)
(3) Retain a copy with your policy(ies)

Name of Applicant City of Starkville

Address 110 West Main Street
Street
Starkville MS 39759
City State Zip

applies to Symetra Life Insurance Company for the following group insurance:

Insurance	Requested Effective Date
☐ Fixed-Payment Indemnity	
☐ Accident	
☐ Outpatient Prescription Drug	
☑ Critical Illness	01/01/2025
☐	

If Symetra Life Insurance Company (Symetra) approves this application, the policy(ies) for the insurance indicated above will be issued pursuant to the selected Plan Summary. The applicant agrees that its payment of premium, after delivery of the policy(ies), shall constitute its acceptance and approval of all policy terms.

☑ This application supersedes any previous application.

Any person who, with intent to defraud or knowing he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Signed at City of Starkville MS on 10·1·24
City State Date

For the Applicant by
Signature

Lynn Spruill Mayor
Name (printed) Title

Agent/Producer
Signature Resident Licensed Agent/Producer where required by law

Mickey Watkins
Name (printed) Tax ID Number

SYMETRA LIFE INSURANCE COMPANY AND FIRST SYMETRA NATIONAL LIFE INSURANCE COMPANY OF NEW YORK

Customer Electronic Consent and Disclosure Agreement

IMPORTANT NOTICE - PLEASE READ CAREFULLY AND KEEP FOR FUTURE REFERENCE.

By signing this agreement, you acknowledge and understand you are providing your consent to transact business by utilizing electronic communications with Symetra Life Insurance Company, First Symetra National Life Insurance Company of New York, and their affiliates and third party service providers ("Symetra"). You may withdraw your consent at any time by contacting us at our business address, website, or by phone.

What is the purpose of this Electronic Consent and Disclosure Agreement?

Symetra will provide you with certain communications, applications, agreements, billing statements, notices, disclosures, documents, or other information in writing ("Communications") regarding our products or services.

Your agreement to this Customer Electronic Consent and Disclosure Agreement ("Consent Agreement") confirms:

- Your ability and consent to receive Communications electronically, rather than on paper;
- Your agreement to use of electronic signatures in our relationship with you; and
- Your agreement to all of the terms and conditions set forth in this Consent Agreement.

If you do not want to receive Communications regarding the products and services electronically or, if you do not want to use electronic signatures in your relationship with us, or if you do not agree with all of the terms and conditions of this Consent Agreement, you should not sign and acknowledge this Consent Agreement.

What does this Consent Agreement cover once I sign it?

While not a complete listing, the types of Communications that may be sent to you or otherwise made available to you electronically when available include:

- Insurance application and enrollment forms and related documents
- Your insurance policy, annuity contract or certificates of coverage under a group insurance policy or annuity contract
- Billing statements
- Policy or contract statements
- Claim forms
- Privacy notices and other disclosures
- Financial reports
- Immediate transaction confirmations
- Policy cancellation, overdue premium notifications (e.g., grace periods, lapse notices), or termination notices
- Tax forms

Where required by law, Symetra will also deliver policy cancellation, overdue premium notifications, lapse notifications, and termination notices to you on paper.

Even if you sign and acknowledge this Consent Agreement, Symetra may, at its option: (a) deliver Communications to you on paper, and (b) require that certain Communications from you be delivered to Symetra on paper and hand-signed and/or notarized for your security.

Can I get paper copies of the Communications?

Yes. You may obtain paper copies of any of the Communications we provide to you by printing the copy yourself or by contacting Symetra at the address provided below (or such other address as may be provided to you in the future). As allowed by your state, if there is a charge or fee associated with requesting a paper copy of what we have provided to you electronically, the charge or fee will be disclosed to you in advance. We reserve the right, and assume no obligation, to provide a paper copy (instead of an electronic copy) of any Communication that you have authorized us to provide electronically. If you do not agree to receive all documents electronically, contact Symetra at the address below.

Should I maintain copies of the Communications?

Yes. By agreeing to this Consent Agreement, you agree to print or save this Consent Agreement and all electronic Communications, and to maintain the printed or electronic copies for your records. If you have any trouble with printing or saving, you should contact Symetra and request paper copies of the Communications.

How long will this Consent Agreement remain in effect?

This Consent Agreement shall become effective once you electronically sign it and it is received by Symetra. It will remain in effect for so long as Symetra is providing products or services to you, or until you withdraw your consent (as described in the next section), whichever occurs first.

What if I change my mind?

If at any time you would like to cease doing business electronically with Symetra, you will need to provide Symetra with written notice of your withdrawal of your consent to do business electronically, which will then terminate this Consent Agreement. You may withdraw your consent at any time and without charge by contacting Symetra. Your withdrawal of your consent to do business electronically and the termination of this Consent Agreement will become effective two (2) business days after Symetra's receipt of your withdrawal of consent. Thereafter, all Communications will be provided to you on paper.

What if my contact information changes?

By agreeing to this Consent Agreement, you are required to keep Symetra informed of any changes to your e-mail address and all other contact information. You may inform Symetra of any such changes by contacting it at the address or our website provided below (or such other customer service addresses as may be provided to you in the future).

How can I contact Symetra?

You may contact your Symetra account manager or service representative directly. If you are unsure of that person's contact information, you can find it at www.symetra.com/go by clicking on "Policy Information" and then "Contact Us."

Or you may contact us at:

Symetra
PO Box 35020
Seattle, WA 98124-3420
Phone: 1-800-796-3872
1-800-426-7784 (For Stop Loss, Life, Disability and Absence Management Customers)
1-800-497-3699 (For Select Benefits Customers)
Website: Log in at www.symetra.com

Are there any hardware or software requirements to do business electronically with Symetra?

Yes. To access, sign, print, and retain the Communications sent or made available to you electronically by Symetra you must:

- Have a device that will connect to the internet, access to an e-mail account, and access to an internet browser. Access to Adobe products will not be required to electronically sign any forms sent by Symetra, but Adobe may be necessary to view, download, or print documents.
- Have the ability to view disclosures on your device – if you are unable to view due to a personal issue and need an accommodation, please contact Symetra.
- Have sufficient electronic storage capacity on your device or other data storage unit.

These minimum requirements are subject to change from time to time and it is your responsibility to comply with these requirements as they change. We will update you if there are any changes to the hardware or software requirements that could impact your receiving or reviewing any Communications.

What are my responsibilities with respect to certificates of insurance?

- You agree that as the plan sponsor, it is your responsibility to make the correct electronic certificate available to insureds. Symetra is not responsible if you make an incorrect electronic certificate available to insureds.
- You agree that as the plan sponsor, it is your responsibility to inform all insureds when their certificates are modified due to certificate amendments agreed upon by you and Symetra.
- You agree that as the plan sponsor, it is your responsibility to request paper certificates from Symetra and provide them to insureds who request them, as well as to keep any associated records of delivery as required by law, rule or regulation. Symetra will provide paper certificates and certificate amendments upon request.

Click here to clear page

Additional Terms

By agreeing to the terms of this Consent Agreement, you agree that Symetra may rely on electronic signatures in our relationship with you and you agree to waive all claims against Symetra based on any allegation that the electronic receipt or execution of any Communications described herein is invalid, unenforceable or insufficient. To the extent permitted by applicable law, you agree to indemnify, defend and hold Symetra, harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from: (i) a breach of any term or condition of this Consent Agreement by you or (ii) your (or any other person accessing your device or using your account or user credentials) use or misuse of the systems and processes used in connection with the receipt or execution via electronic means of Communications.

If you are providing this consent as the representative of a non-natural person (for example, if you are providing this consent on behalf of your employer), you declare and certify that upon the date of your electronic signature, you are duly authorized to execute this Consent Agreement, are properly doing so within the scope of such authority, and that this Consent Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. To the extent permitted by applicable law, you hereby indemnify and hold Symetra harmless for any improper authority you exercise on behalf of another person or entity.

By signing, electronically signing, or checking the "I ACCEPT" box and typing your name and e-mail address below, you affirm the following:

- I have CAREFULLY read and understand this Consent Agreement and accept it voluntarily and with full knowledge and agreement of its terms and conditions.
- I have read this Consent Agreement using computer hardware and software that meets the minimum hardware and software requirements described above. I am responsible for ensuring that my computer hardware, computer software, internet service providers and cellular service providers do not inhibit or interfere with the notices and communications described herein.
- There is no charge for electronic delivery, although I may incur charges associated with my use of the internet or receipt of text messages, telephone calls or facsimiles, and Symetra will not reimburse such charges.
- Electronic delivery will be cancelled if e-mails are returned undeliverable, at which time you will be defaulted to paper delivery of all correspondences. Fees may be incurred in the change to paper delivery, as permitted by law.
- I will print and save a copy of this Consent Agreement for myself or any other party that I represent or have authority to act on their behalf.

☑ I ACCEPT

Group/Plan Sponsor City of Starkville

Name Lynn Spruill

Title Mayor

Signature [signature]

Email Address l.spruill@cityofstarkville.org

Date 10.1.2024

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135
Phone 1-800-7784

JOINT CLIENT AND SERVICES AGREEMENT

This Joint Client and Services Agreement (the "Agreement") is entered into as of January 1, 2025 ("Effective Date") by and between City of Starkville ("Sponsor"), MCGRIFF INSURANCE SERVICES LLC ("Service Provider"), and Symetra Life Insurance Company ("Symetra"). Individually, each of Sponsor, Service Provider and Symetra will be referred to as a "party" and collectively as the "Parties".

BACKGROUND

- Symetra provides insurance and/or claim administration services to Sponsor relative to one or more of Sponsor's employee benefit plans ("Plans") that provides benefits to individuals that may be eligible to be covered by the Plan ("Eligible Persons").
- Service Provider has been retained by Sponsor to provide certain services to Sponsor (the "Services") that relate to the administration of one or more of Sponsor's Plans. In furtherance of these Services, Sponsor has requested that Symetra share certain information with the Service Provider.
- The Parties desire to outline their obligations with respect to the Services and to the use, disclosure, safeguarding and transmission of nonpublic personal information of Eligible Persons.

AGREED TERMS

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Relationship of the Parties.** The Parties agree that the Services performed by the Service Provider, which may include, but are not limited to, obtaining information from Symetra concerning the Plans and Eligible Persons or the collection and remission of insurance premiums that are owed to Symetra by the Sponsor or Eligible Persons, are performed by Service Provider on behalf of or as the agent of the Sponsor, and not on behalf of or as the agent of Symetra. Sponsor will not hold Symetra responsible for any act or omission of Service Provider in its performance of the Services. Service Provider further agrees that Symetra will not be held liable for the payment of any compensation to Service Provider for the Services.
2. **Nonpublic Personal Information.**

2.01 In conjunction with Service Provider's performance of the Services, Service Provider may receive from Symetra, or from its affiliates, officers, directors, employees or agents, certain personal, private, health or financial information about Eligible Persons and their beneficiaries (collectively "Nonpublic Personal Information" or "NPI"). Service Provider will use any NPI only to carry out its obligations to the Sponsor, and will not use the NPI for any other purpose. Notwithstanding anything to the contrary, Service Provider shall not be prohibited from disclosing NPI to regulatory authorities or as otherwise required by law.

2.02 Service Provider will comply in all material respects with all applicable confidentiality and security obligations in connection with the collection, use, disclosure, maintenance and transmission of NPI. Service Provider agrees to take all necessary precautions to ensure that all NPI is disclosed only to those persons who need to know such information. Service Provider will for so long as NPI is retained, maintain adequate administrative, technical and physical safeguards: (1) to insure the integrity, security and confidentiality of NPI, (2) to protect against any anticipated threats or hazards to the integrity, security or confidentiality of NPI, and (3) to protect against unauthorized access to or use of NPI.

2.03 Service Provider expressly agrees that a breach of the foregoing confidentiality obligations is highly likely to cause significant irreparable harm to Symetra and that Symetra will be entitled, in that case to seek temporary, preliminary and/or injunctive relief, or any other equitable remedy, to protect its interest in the NPI at issue.

2. **Nonpublic Personal Information.** *(continued)*

   2.04 Upon termination of this Agreement, Service Provider will return to Symetra or destroy all NPI received from Symetra, provided that Service Provider will be permitted to maintain a copy of the NPI in accordance with Service Provider's ordinary document retention policies or applicable law. Any retained NPI will remain subject to the restrictions set forth in this Section 2.

3. **Service Provider's Portal Access.** If Service Provider is to be granted access to Symetra's online portal (the "Portal"), Sponsor and Service Provider shall execute and abide by the terms set forth in Appendix A Authorization to Access Symetra Online Portal.

4. **Indemnification and Limitation of Liability.** Each of Sponsor and Service Provider agrees to hold Symetra and its affiliates, officers, directors, employees or agents (each, a "Symetra Indemnitee") harmless, and to indemnify the Symetra Indemnitees, on a joint and several basis, from and against any and all claims, losses, liabilities, damages, suits, deficiencies, costs, expenses, penalties and associated attorneys' fees and court costs asserted against or imposed upon a Symetra Indemnitee by a third party, by reasons of or arising out of or in connection with (a) any act or omission of Service Provider in the performance of Services except for acts or omissions taken at the direction of Symetra or (b) Service Provider's breach of this Agreement. The Parties obligations under this Section 4 will survive the termination of the Agreement.

5. **Term and Termination.** This Agreement will terminate upon the earlier of (a) the date that Symetra ceases to provide insurance and/or claim administration services to Sponsor or (b) the date Service Provider is no longer retained by Sponsor to perform the Services. If Symetra determines that Service Provider has breached or violated a material term of this Agreement, Symetra may terminate this Agreement immediately.

6. **Additional Provisions.**

   6.01 Independent Contractors. The relationship among the Parties is that of independent contractors. Nothing in this Agreement will be construed to create a partnership or joint venture between the Parties.

   6.02 Notices. All notices hereunder must be in writing and will become effective when received. Any written notice will be deemed to be provided to a party (a) when delivered personally, (b) when provided via facsimile (with confirmation of transmission) or electronic mail with receipt confirmed or (c) five (5) business days after such notice is mailed by certified mail, in each case, to the last business address provided by such party.

   6.03 Assignment. No Party may assign or delegate this agreement without the prior written consent of all Parties.

   6.04 Waivers. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

   6.05 Choice of Law. This Agreement will be governed by and construed in accordance with, the laws of the State of Washington, exclusive of its choice-of-law rules.

   6.06 Severability. If any court or governmental agency should determine that any of the provisions of this Agreement are illegal, invalid or unenforceable, or if a Party reasonable determines that a change in applicable law or regulation has that effect, the remaining provisions of this Agreement will remain in effect to the fullest extent possible.

   6.07 Third Party Beneficiaries. This Agreement will not confer upon any rights, remedies, obligations or liabilities to any person or entity that is not a Party.

   6.08 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original of the same document.

   6.09 Entire Agreement. This Agreement, including any appendices, schedules or exhibits attached hereto, constitutes the full understanding of the Parties and a complete and exclusive statement of the terms of the Parties' agreement. This Agreement may be amended only by a written instrument signed by the Parties.

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, authorized representative of the Parties have executed this Agreement as of the Effective Date.

Service Provider Name: MCGRIFF INSURANCE SERVICES LLC

Signature

Printed name	Title	Date
Mickey Watkins	Sr. Vice President	

Sponsor Name: City of Starkville

Signature

Printed name	Title	Date
Lynn Spruill	Mayor	

Symetra Life Insurance Company

Signature

Printed name	Title	Date
Lindsey Lajoie	Assistant Vice President, Life & Disability Claims	8/27/2024

HOW TO SUBMIT

Please sign and return to:
Symetra Life Insurance Company
Attn: Claims Department
P.O. Box 1230
Enfield, CT 06083
Fax: 1-877-797-3650

APPENDIX A – Authorization to Access to Symetra Online Portal

1. Effective as of the date set forth below, and subject to the terms of the Agreement governing the provision of Nonpublic Personal Information, Sponsor authorizes Symetra to grant access to the Portal to Service Provider on behalf of Sponsor at the level selected by the Sponsor below.
2. Service Provider shall require its personnel to keep any passwords or logon credentials secure, to refrain from sharing passwords or logon credentials with anyone other than the individual to whom they are issued, to immediately report lost or stolen passwords or log-on credentials, to access the Portal only from a secure location, and to comply with all other applicable terms of use with respect to the Portal. Service Provider shall notify Symetra immediately in the event its relationship with the Sponsor is terminated or if any of its personnel with access to the Portal is terminated from Service Provider.
3. Sponsor's authorization may be cancelled by the Sponsor at any time and revocation of Service Provider's access to the Portal will take effect promptly following Symetra's receipt of written notice of such cancellation from Sponsor. Sponsor agrees that Symetra will not be responsible for Sponsor's failure to provide such written notice of cancellation to Symetra.
4. So long as Symetra has provided access to the Portal to Service Provider, Service Provider will not look to Symetra to provide information available on the Portal via any other delivery method. Service Provider will give Symetra prompt written notice of (i) any suspected error omission or (ii) the Service Provider's inability to generate or obtain such information via the Portal.
5. This form replaces all previously executed Authorization to Access Symetra Online Portal forms.

Access Level: *(select either or both of the following)*

☑ Administrator Level Access

- View Billing Statements and calculate premiums.
- Make premium payments.
- Edit policyholder contact information.
- Access to Policy documents and request hard copy documents.
- List Bill Customers: Add or edit individual member, including salary updates, terminations, personal information, class changes, changes in employer/division, and coverage modifications.

☑ Claims Level Access

- View claims information, including claimant name, claim number, claim status, date received and coverage type.
- Initiate a new claim.
- Access to Policy documents.
- Obtain standard claim reports, access the claims report archive and generate custom claims reports.

Access to Evidence of Insurability Reports:

☑ Yes ☐ No

APPENDIX A – Acknowledgement

Service Provider Name: MCGRIFF INSURANCE SERVICES LLC

Signature

Printed name: Mickey Watkins | Title: Sr. Vice President | Date:

Sponsor Name: City of Starkville

Signature

Printed name: Lynn Spruill | Title: Mayor | Date:

A RESOLUTION BY THE CITY OF STARKVILLE TO SUPPORT THE OKTIBBEHA COUNTY BOARD OF SUPERVISORS IN THEIR DECISION TO SEEK ALTERNATIVES TO THE COUNTY OWNED HOSPITAL

This resolution is made for the purpose of supporting and encouraging the Oktibbeha County Board of Supervisors in their efforts to expand and improve the vital health care services that are offered to Oktibbeha County and the City of Starkville residents.

WHEREAS, the City of Starkville is located in and serves as the county seat of Oktibbeha County, Mississippi, containing approximately 50% of the county population; and

WHEREAS, the City of Starkville understands the critical role that a quality hospital and excellent healthcare play in present safety and the future economic development of any community; and

WHEREAS, the City of Starkville is a certified retirement community as well as the home of the largest university in the State of Mississippi; and

WHEREAS, the City of Starkville recognizes and understands the courage of the Board of Supervisors in making a decision of this magnitude for the future of the region; and

WHEREAS, the City of Starkville believes that in charting a new course for the healthcare for our growing region the Board of Supervisors has proven to be dedicated to the betterment of the entire community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF STARKVILLE THAT:

SECTION 1. The development of a Request for Proposals (RFP) for purchasers or partners for the Oktibbeha County Hospital is the best option for achieving excellence in the healthcare that this community deserves.

SECTION 2. The successful bidder or partner for the hospital should consider this as a long-term investment for a business that plans to become an integral part of the Starkville and Oktibbeha County community and its future success.

SECTION 3. The successful bidder should understand the importance of the needs of this growing community and that improvement and expansion of the services offered should be a priority.

SECTION 4. The successful bidder should understand that the needs include a capital investment plan that will achieve the above stated desires and expectations for improvement and expansion of services as a priority.

SECTION 5. The Board of Aldermen supports the Board of Supervisors in strategically investing the proceeds of any sale or partnership toward the long-term economic development and advancement of the region.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

Upon motion duly made by Alderman Jeffrey Rupp and seconded by Alderman Hamp Beatty, the foregoing Resolution is hereby duly adopted upon the following vote of the members of the City of Starkville:

Alderman Kim Moreland	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

D. LYNN SPRUILL
MAYOR, CITY OF STARKVILLE

ATTEST:
LESA HARDIN
CITY CLERK, CITY OF STARKVILLE

8. CONSIDERATION OF APPROVING THE CODE OF STANDARDS CONDUCT RESOLUTION AND THE MBE/WBE BUSINESS PARTICIPATION RESOLUTION FOR THE ARC-MS-21497, WASTE WATER TREATMENT PLANT REHABILITATION PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the Code of Standards Conduct Resolution and the MBE/WBE Business Participation Resolution for the ARC-MS-21497, City of Starkville's Waste Water Treatment Plant Rehabilitation Project" is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE, MISSISSIPPI
RESOLUTION
ESTABLISHING GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION

WHEREAS, the City of Starkville, Mississippi has received an Appalachian Regional Commission (ARC) from the Mississippi Development Authority, Community Services Division; and
WHEREAS, a requirement of the ARC program is that the City establish goals for the participation of Minority-Owned and Operated Business Enterprises (MBEs) and Woman Owned and Operated Business Enterprises (WBEs) in the implementation of its ARC project; and
NOW THEREFORE BE IT RESOLVED that the City of Starkville (Board of Aldermen) adopts the goal of **10%** participation by MBEs and **5%** participation by WBEs in the implementation of its ARC project.
ADOPTED this the 1st day of October, 2024.

City of Starkville, MS

____
Mayor

Attest:

____
City Clerk

9. CONSIDERATION OF APPROVAL OF CHANGE ORDER #1 FOR AN INCREASE OF $6,981.35 FOR AN ADDITIONAL SIGNAL POLE AND WIRING NEEDED FOR ADA COMPLIANCE TO THE SPRING STREET & MS HIGHWAY 12 PEDESTRIAN IMPROVEMENTS PROJECT CONSTRUCTION CONTRACT WITH BURNS DIRT CONSTRUCTION INC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval of Change Order #1 for an increase of $6,981.35 to the Spring Street & MS Highway 12 Pedestrian Improvements Project construction contract with Burns Dirt Construction Inc. for an additional pedestrian signal pole and related wiring to bring the intersection into ADA compliance" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF ACCEPTING THE SAFE STREETS AND ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT IN THE AMOUNT OF $8,128,000.00 AND AUTHORIZATION TO ADVERTISE FOR RELATED PROFESSIONAL SERVICES WITH A MATCH OF $2,032,000 OVER 3 YEARS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval of accepting the Safe Streets and Roads for All (SS4A) Implementation Grant in the amount of $8,128,000 and authorization to advertise for related professional services with a local match of $2,032,000 over 3 years" is enumerated, this consent item is thereby approved.

11. CONSIDERATION FOR EMPIRE TRUCK SALES, LLC TO PERFORM THE EMERGENCY REPAIR AND SERVICING FOR ENGINE 4 AT A COST OF $7,733.87, AS PER MS CODE SECTION 31-7-13 (K), IN THAT A DELAY IN REPAIRING FIRE ENGINE 4 WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY AND ITS CITIZENS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval for Empire Truck Sales, LLC to perform the emergency repair and servicing for Engine 4 at a cost of $7,733.87, as per MS Code Section 31-7-13 (K), in that a delay in repairing Fire Engine 4 would be detrimental to the interest of the governing authority and its citizens" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ACCEPT THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT AWARDED BY U.S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION IN A REIMBURSEABLE AMOUNT OF $20,949.64, WITH A MATCH OF $4,189.93, TO BE USED FOR (4) DELL LAPTOPS, FLOW TEST KIT, AND GAS DETECTION MONITORS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval to accept the Hazardous Material Emergency Preparedness Grant awarded by U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration in a reimbursable amount of $20,949.64 with a local match of $4,189.93, to be used for (4) Dell laptops, flow test kit and gas detection monitors" is enumerated, this consent item is thereby approved.

13. CONSIDERATION FOR KEN BRITT TO TRAVEL TO HAMMOND, LA TO ATTEND THE SMALL TOWN JOBTOWN FIRE CONFERENCE OCTOBER 16 – 19, 2024 AT AN APPROXIMATE COST OF $950.00 (MEALS, REGISTRATION AND HOTEL).

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval for Ken Britt to travel to Hammond, LA to attend the Small Town Jobtown Fire Conference October 16 – 19, 2024 at an approximate cost of $950.00 (meals, registration and hotel)" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE CHAY OSWALT AN AS A DIGITAL FORENSIC ANALYST, GREG SOCKWELL AS A POLICE OFFICER, AND ABIGAIL SHAW AS A DISPATCHER AT STARKVILLE POLICE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval to hire Chay Oswalt an as a Digital Forensic Analyst, Greg Sockwell as a Police Officer, and Abigail Shaw as a Dispatcher in the Starkville Police Department" is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE BAILEY WOFFORD AS WATER OPERATIONS MANAGER FOR STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval Hire Bailey Whitmon as Water Operations Manager" is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO ASSIGN MARY WILLIAMS AS THE ENGINEERING MANAGER FOR STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval to assign Mary Wiliams as the Engineering Manager for Starkville Utilities Department" is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE HEATHER WOOD AS A DEPUTY COURT CLERK IN STARKVILLE MUNICIPAL COURT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval to hire Heather Wood as a Deputy Court Clerk" is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF APPROVING CHANGE ORDER #1 FOR THE TRAVIS OUTLAW CENTER FLOOR REFINISHING PROJECT IN THE AMOUNT OF A $4,400.00 INCREASE TO THE CONTRACT WITH ROBERSON FLOOR SERVICE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval of Change Order #1 for the Travis Outlaw Center Floor Refinishing Project in the amount of a $4,400 increase to the contract with Roberson Floor Service for an additional coat of sealer to the gym floor as well as additional repairs required to the floor" is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO AMEND THE APRIL 16, 2024 REQUEST REGARDING THE SEIZED 2009 DODGE CHALLENGER VIN#8252 AND 2006 BMW 7 SERIES 7501 VIN#5512, AND TO DECLARE AS SURPLUS AND SELL THROUGH GOV DEALS WITH THE PROCEEDS GOING TOWARDS THE STATE FORFEITED FUNDS LINE ITEM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval to amend the APRIL 16, 2024 request regarding the seized 2009 Dodge Challenger VIN#8252 and 2006 BMW 7 series 7501 VIN#5512, and to declare as surplus and sell through GOV DEALS with the proceeds going towards the state forfeited funds line item" is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO RENEW THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division" is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO DECLARE A 20' TILT TRAILER (VIN LAST 4 DIGITS: 6740) AS SURPLUS AND SELL ON GOVDEALS OR ANOTHER SURPLUS VENUE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval to declare a 20' tilt trailer (VIN Last 4 digits: 6740) as surplus and sell on Govdeals or another surplus venue" is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO APPROVE LOWEST QUOTE FROM MAGNOLIA PUMP AND EQUIPMENT TO REBUILD THE FAIRBANK MORSE PUMP MOTOR FOR THE TRIM CANE LIFT STATION IN THE AMOUNT OF $7,439.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the lowest quote from Magnolia Pump and Equipment to rebuild the Fairbank Morse pump motor for the Trim Cane lift station in the amount of $7,439.00" is enumerated, this consent item is thereby approved.

Quotes: Magnolia Pump and Equipment, Inc. -$7,439.00 and Cooper Electric - $9,945.44

23. CONSIDERATION TO RENEW THE CONTRACT WITH BRISLIN, INC FOR HVAC MAINTENANCE AT THE STARKVILLE UTILITIES MAIN OFFICE AT AN ANNUAL COST OF $5,500.

Upon the motion of Alderman Rupp, duly seconded by Alderman Beatty, and adopted by the Board to approve the October 1, 2024 Official Agenda, and to accept items for consent, whereby the "approval to renew the contract with Brislin, Inc for HVAC maintenance at the Starkville Utilities main office at an annual cost of $5,500.00" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill recognized the following new employees:
Utilities: Calvin Brown, Brad Davis, Max Mayfield, Erwin Peoples and Jacob Whatley.
Sanitation: Alex Bishop, Gladys Gibbs and Joy Landry. Street: Charles Jenkins

The Mayor also thanked all departments who assisted with Bulldog Bash, especially the police department for their weeks of planning.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern with homelessness in the City. He also noted the frustration of the citizens with Hwy 182 construction. The Mayor explained that the construction was necessary and asked for patience from the public until the area is renovated.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 701 LOUISVILLE., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102G-00-036.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Officer Gabriel Steenwyk presented 701 Louisville Street. He and the Mayor noted the property had come into compliance in the last few days. The initial inspection contained conditions not suitable for public health and safety such as extensive overgrowth of the property. This is causing many issues for the neighboring properties such as, the appearance of the neighborhood and the overgrowth providing a habitat for wildlife that can pose a threat to people living in the area, and the overall upkeep of the property being neglected.

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

24. CONSIDERATION OF UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 701 LOUISVILLE., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102G-00-036.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT CLEAN UP OF THE PROPERTY SHOULD OCCUR.

Alderman Sistrunk, duly seconded by Alderman Moreland, offered a motion for the Board of Aldermen to determine the property, located at 701 Louisville St., Starkville, MS 39759, with the parcel number 102G-00-036.00, is a menace to the public health, safety, and welfare of the community and will be subject to clean up under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site and that the city take action to maintain the landscape of this property. The Board voted as follows:

Alderman Kim Moreland	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.

PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS: PROPERTIES (200 LINDBERGH, 30 LINDBERGH AND 722 VINE STREET) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

Officer Gabriel Steenwyk and Mayor Spruill reported that both lots had been sufficiently mowed and that no action was required by the City.

25. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF $8,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

Alderman Beatty, duly seconded by Alderman Moreland, offered a motion approving a Resolution of the Mayor and Board of Aldermen of the City of Starkville, MS, declaring the intention to issue combined water and sewer system revenue bonds of the municipality, in the maximum principal amount of $8,000,000, in one or more series, to provide funds for the purpose of improving, repairing, and extending the existing combined water and sewer system of the municipality; directing publication of notice of such intention; and for related purposes. The Board voted as follows:

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

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, IN THE MAXIMUM PRINCIPAL AMOUNT OF $8,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; 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:

1. The Municipality has existing water and sewer facilities and systems which are operated and accounted for as a separate enterprise of the Municipality known as the combined water and sewer facilities and systems of the Municipality (the "System").

2. The Governing Body has engaged the services of competent engineers or engineering firm(s) as are employed by the Municipality or engaged by the Municipality (the "Consulting Engineer"), to study the System, to determine the nature and extent of the necessary improvements, repairs, and extensions to the System (the "Authorized Purpose"), to make recommendations regarding the Project (as defined herein), and to make an estimate of the costs of the Project.

3. The Governing Body desires to provide funds for the Authorized Purposes, to be made in substantial accordance with the plans and specifications, as they may be amended and supplemented, prepared by the Consulting Engineer (the "Project").

4. The estimated cost of the Project is the aggregate amount of $8,000,000.

5. The Project is economically feasible, would be in the public interest and of benefit to the Municipality, and the findings and recommendations of the Consulting Engineer are hereby adopted, including the estimate of the costs of the Project.

6. It is necessary, advisable, and in the best interest of the Municipality and its citizens to finance the costs of the Project, for which purpose there are no other available funds on hand.

7. Pursuant to the provisions of Section 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Utilities Act"), the Municipality is authorized to undertake activities for the Project, and to provide for the payment of the costs of the Project, or any portion of such costs of the Project, by and through the issuance of combined water and sewer system revenue bonds, in one or more series, in the maximum principal amount of $8,000,000 (the "Bonds").

8. Pursuant to the Municipal Utilities Act, the principal of and interest on the Bonds are payable from the revenues of the System.

9. The Municipality reasonably expects that it will incur expenditures for the Project for which the Municipality may advance internal funds prior to the issuance of the Bonds, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Project made in anticipation of the issuance of the Bonds.

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

SECTION 1. This resolution is adopted pursuant to the Municipal Utilities Act and other applicable laws of the State.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds for the Project pursuant to the Municipal Utilities Act.

SECTION 3. The Bonds shall be payable from the revenues of the System.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Project prior to the issuance of the Bonds, with the proceeds of the Bonds, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Bonds, 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 City Hall located at 110 West Main Street in the Municipality on Tuesday, November 5, 2024, at 5:30 p.m., which date so fixed will be more than ten days after the third date of publication of this resolution, as directed by Section 6 hereof. Pursuant to the Municipal Utilities Act, if a petition signed by not less than 20% of the qualified electors of the Municipality be filed objecting to and protesting the issuance of the Bonds, on or before Tuesday, November 5, 2024, at 5:30 p.m., then an election on the question of the issuance of the Bonds may be called and held as provided by law. If no such protest is filed, then the Bonds may be issued without an election on the question of the issuance thereof, and may be issued and sold under the regular procedure for issuing and selling the Bonds.

SECTION 6. This resolution shall be published once a week for at least three consecutive weeks in the *Starkville Daily News,* a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The third such publication shall be more than ten days prior to the date specified in Section 5 hereof.

SECTION 7. The City Clerk of the Municipality shall be and is hereby directed to procure the customary proof of publication of this resolution from the publisher of the *Starkville Daily News* and to have the same before the Governing Body on or before Tuesday, November 5, 2024, at 5:30 p.m.

SECTION 8. 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.

Following the reading of the foregoing resolution and discussion thereof, Alderman Hamp Beatty offered and Alderman Kim Moreland seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	**voted: yea**
Alderman Mike Brooks	**voted: yea**
Alderman Kim Moreland	**voted: yea**
Alderman Roy A'. Perkins	**voted: yea**
Alderman Jeffrey Rupp	**voted: yea**
Alderman Sandra C. Sistrunk	**voted: yea**
Alderman Henry N. Vaughn, Sr.	**voted: yea**

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried, and the resolution adopted on this day, October 1, 2024.

City of Starkville, Mississippi

Spruill

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin

Lesa D. Hardin, City Clerk

CITY OF STARKVILLE STATE OF MISSISSIPPI

(seal)

Publication Instructions:
Starkville Daily News
October 11, 2024; October 18, 2024; and, October 25, 2024

26. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF UP TO $7,000,000 TO PROVIDE FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE SERIES 2025 BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF THE SYSTEM IN AMOUNTS SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2025 BONDS; MAKING PROVISION FOR A BOND AND INTEREST FUND, A DEPRECIATION FUND, A CONTINGENT FUND, AN IMPROVEMENT FUND, AN OPERATION AND MAINTENANCE FUND, AND A REVENUE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE SERIES 2025 BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025 BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025 BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025 BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025 BONDS; AND FOR RELATED PURPOSES.

Alderman Beatty, duly seconded by Alderman Brooks, offered a motion authorizing a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and directing the issuance of combined water and sewer system revenue bonds, series 2025, of the City of Starkville, Mississippi, in the principal amount of up to $7,000,000 to provide funds for improving, repairing, and extending the combined water and sewer system of the municipality; prescribing the form and incidents of the series 2025 bonds; providing for the collection, segregation, and distribution of the revenues to be derived from the operation of the system in amounts sufficient to pay the cost of the operation and maintenance thereof and to pay the principal of and interest on the series 2025 bonds; making provision for a bond and interest fund, a depreciation fund, a contingent fund, an improvement fund, an operation and maintenance fund, and a revenue fund; making provision for maintaining the tax-exempt status of the series 2025 bonds; authorizing bond insurance; authorizing a bond rating; offering the series 2025 bonds for sale; approving and authorizing the distribution of a preliminary official statement pertaining to the sale of the series 2025 bonds; authorizing the execution and distribution of an official statement pertaining to the sale of the series 2025 bonds; acknowledging and authorizing the execution of post issuance compliance procedures; authorizing the execution of a continuing disclosure agreement pertaining to the series 2025 bonds; and for related purposes. The Board voted as follows:

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

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF $7,000,000 TO PROVIDE FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE SERIES 2025A BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE REVENUES TO BE DERIVED FROM THE OPERATION OF THE SYSTEM IN AMOUNTS SUFFICIENT TO PAY THE COST OF THE OPERATION AND MAINTENANCE THEREOF AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2025A BONDS; MAKING PROVISION FOR A BOND AND INTEREST FUND, A DEPRECIATION FUND, A CONTINGENT FUND, AN IMPROVEMENT FUND, AN OPERATION AND MAINTENANCE FUND, AND A REVENUE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE SERIES 2025A BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025A BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025A BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025A BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025A BONDS; AND FOR RELATED PURPOSES.

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

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

"Act" shall mean Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended.

"Additional Bonds" shall mean Bonds issued on a parity of lien with the Series 2025A Bonds pursuant to the requirements of this Bond Resolution, the Series 2019 Bonds, and the Loans.

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

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

"Authorized Purpose" shall mean improving, repairing, and extending the System.

"Bonds" or "Bond" shall mean the Series 2025A Bonds and any Additional Bonds hereafter issued under the terms, limitations, and conditions provided in this Bond Resolution.

"Bond and Interest Fund" shall mean the Bond and Interest Fund authorized, established, designated, and provided for in Section 5.03(a)(2) this Bond Resolution.

"Bond Counsel" shall mean Watkins & Eager PLLC, Jackson, Mississippi, or any other Nationally Recognized Bond Counsel.

"Bond Insurance Policy" shall mean the insurance policy, if any, issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2025A Bonds when due.

"Bond Insurer" shall mean such municipal bond insurer, if any, as is approved for such purpose by both the Purchaser and by the Mayor on behalf of the Municipality, or any successor thereto or assignee thereof.

"Bond Resolution" shall mean this resolution adopted October 1, 2024, by the Governing Body, authorizing and directing the issuance of the Series 2025A Bonds.

"Bond Year" shall mean the period beginning on the Closing Date and ending on the last day of September next occurring and each one-year period thereafter during which any Series 2025A Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Series 2025A Bonds are retired.

"Bondholder" or "Holder" shall mean the Registered Owner 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.

"Closing Date" with respect to the Series 2025A Bonds shall mean the date of issuance and delivery of the Series 2025A Bonds to the Purchaser, and with respect to any Additional Bonds, shall mean the date of issuance and delivery of such Additional Bonds.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and the Treasury Regulations promulgated thereunder.

“Consulting Engineer” shall mean such competent engineers or engineering firm(s) as are employed by the Municipality or engaged by the Municipality to study the System in order to determine the nature and extent of the Project and to make estimates of the cost thereof.

“Contingent Fund” shall mean the Combined Water and Sewer System Contingent Fund authorized, established, designated, and provided for in Section 5.03(a)(4) of this Bond Resolution.

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

“Current Debt Service Account” shall mean the Current Debt Service Account authorized, established, designated, and provided for in Section 5.03(a)(2)(A) of this Bond Resolution.

“Current Expenses” shall mean the reasonable and necessary current expenses of maintenance, repair, and operation of the System, and shall include, without limiting the generality of the foregoing, expenses not annually recurring, premiums for insurance, administrative, and engineering expenses relating to maintenance, repair, and operation, fees and expenses of the Paying Agent, legal and financial advisory expenses, taxes lawfully imposed on the System, reasonable payments to pension or retirement funds for employees of the System, and any other expenses of the System required or permitted to be paid by the Municipality under the provisions of this Bond Resolution, or by law, but shall not include any allowance for depreciation or deposits or transfers to the credit of the Bond and Interest Fund, the Depreciation Fund, or the Contingent Fund.

“Debt Service Reserve Account” shall mean the Debt Service Reserve Account authorized, established, designated, and provided for in Section 5.03(a)(2)(B) of this Bond Resolution.

“Defaulted Interest” shall mean interest on any Bond which is not paid on the date due.

“Defaulted Principal” shall mean principal of any Bond which is not paid on the date due.

“Depreciation Fund” shall mean the Combined Water and Sewer System Depreciation Fund authorized, established, designated, and provided for in Section 5.03(a)(3) of this Bond Resolution.

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

“Event of Default” shall mean an event of default as described in Section 8.01 of this Bond Resolution.

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

“Improvement Fund” shall mean the Combined Water and Sewer System Improvement Fund authorized, established, designated, and provided for in Section 6.01 of this Bond Resolution.

"Loans" shall mean any loans for the System existing on the date of issuance of the Series 2025A Bonds resulting from any loan agreements entered into by the Municipality under any loan programs of the State.

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

"Mayor" shall mean the Mayor of the Municipality.

"Municipal Advisor" shall mean Stephens Inc., Ridgeland, Mississippi.

"Nationally Recognized Bond Counsel" shall mean an attorney or firm of attorneys with a national reputation for rendering opinions in connection with the issuance of municipal obligations and the tax-exempt status under federal law of interest on such obligations.

"Net Revenues" shall mean all Revenues of the System remaining after payment of Current Expenses, debt service on the Series 2019 Bonds, and debt service on the Loans.

"Notice" shall mean the Notice of Bond Sale set out in Section 10.01 hereof.

"Operation and Maintenance Fund" shall mean the Combined Water and Sewer System Operation and Maintenance Fund authorized, established, designated, and provided for in Section 5.03(a)(1) of this Bond Resolution.

"Outstanding" in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered under this Bond Resolution or any Additional Bonds Resolution, except:

(1) Bonds theretofore canceled or required to be canceled under any of the aforesaid bond resolutions;

(2) Bonds deemed paid under the aforesaid bond resolutions; and

(3) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to any of the aforesaid bond resolutions.

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

"Paying Agent" shall mean any bank, trust company, or other institution herein or hereafter designated by the Governing Body to make payments of the principal of and interest on the Series 2025A Bonds, and to serve as registrar and transfer agent for the registration of Registered Owners of the Series 2025A Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

“Payment Date” shall mean such dates as are detailed in the Notice, and continuing until the last such date on which any of the Series 2025A Bonds is Outstanding, or is paid in full whether at maturity or upon redemption thereof.

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

“Principal and Interest Requirements” for any Bond Year shall mean the sums sufficient for the payment of the principal of and interest on the Bonds which will mature and accrue during such period, including the Loans, excluding any principal or premium payable pursuant to any optional redemption provisions but including, with respect to Bonds which are term Bonds, any principal and interest coming due in such Bond Year pursuant to any mandatory sinking fund redemption payments pertaining to such term Bonds.

“Procedures” shall mean the Post Issuance Compliance Procedures, attached hereto as **Attachment B**.

“Project” shall mean providing funds for the Authorized Purpose, to be made in substantial accordance with the plans and specifications, as they may be amended and supplemented, prepared by the Consulting Engineer, and the payment of the costs of issuance of the Series 2025A Bonds.

“Purchaser” shall mean the successful bidder for the Series 2025A Bonds, to be hereafter designated by resolution of 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 Series 2025A Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof.

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

“Redemption Price” shall mean, with respect to a Series 2025 Bond, the principal amount of such Series 2025 Bond, plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms and pursuant to the provisions hereof.

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

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

“Reserve Account Requirement” for an issue of Bonds shall, except as otherwise provided below, be calculated as of the date of initial issuance of such issue of Bonds and shall be the lesser of: (a) 10% of the “principal amount” of all Bonds of such issue; (b) the Maximum Annual Debt Service Requirement with respect to such issue, calculated on a Bond Year basis; and (c) 125% of the average annual debt service on such issue, calculated on a Bond Year basis. The amount of the Reserve Account Requirement for an issue of Bonds shall be calculated and/or recalculated as of: the date of initial issuance of such issue of Bonds; any date on which such issue of Bonds shall be retired, paid in full or defeased; and any date on which a portion, but not all, of the Bonds of such issue shall be refunded. If a portion, but not all, of the Bonds of an issue (the "Refunded Issue") shall be refunded, the Reserve Account Requirement shall be computed on the date of initial issuance of the refunding Bonds (the "Refunding Issue") and thereafter as applicable collectively with respect to the Refunded Issue and the Refunding Issue as the lesser of: (a) the greater of (i) 10% of the aggregate Outstanding principal of the Refunded Issue plus 10% of the principal of the Refunding Issue, and (ii) the Reserve Account Requirement with respect to the Refunded Issue as of its date of initial issuance; (b) the aggregate Maximum Annual Debt Service Requirement, taking into account all Outstanding Bonds of the Refunded Issue and the Refunding Issue, calculated on a Bond Year basis; (c) 125% of the average future annual debt service on all Outstanding Bonds of the Refunded Issue and the Refunding Issue, calculated on a Bond Year basis; and (d) the maximum amount which can be allocated to the Debt Service Reserve Account without causing the Debt Service Reserve Account to be other than a reasonably required reserve or replacement fund under Treasury Regulations as applicable to the Refunded Issue and the Refunding Issue. The Reserve Account Requirement may be funded with a Reserve Fund Surety Bond, cash, or a combination of both. As used in this paragraph, the term "principal amount" shall mean, with respect to any Bond, the stated principal amount of such Bond, unless the issue of Bonds which included such Bond had more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, in which event principal amount shall mean the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations) of such Bond.

"Reserve Fund Surety Bond" shall mean an insurance policy, letter of credit, or surety bond issued by an insurance company or financial institution acceptable to and approved by the Municipality and the rating agency, if any, and also approved by the Bond Insurer, if any, which shall be issued in an amount equal to all or a portion of the Reserve Account Requirement and may be utilized in whole or in part to satisfy the deposit and funding requirements set forth in this Bond Resolution in lieu of or in substitution for a deposit of cash or securities.

"Revenue Fund" shall mean the Combined Water and Sewer System Revenue Fund authorized, established, designated, provided for in Section 5.02 of this Bond Resolution.

"Revenues" shall mean all payments, proceeds, fees, charges, rents, and all other income (including investment income) derived by or for the account of the Municipality from its ownership and operation of the System, excluding all acreage, front-footage, assessment, and similar fees and charges derived by the Municipality in connection with the provision of or payment for capital improvements constituting a part of the System, and gifts, grants, bequests, and proceeds of tax levies, if any, all as calculated in accordance with generally accepted accounting principles.

"Series 2019 Bonds" shall mean the $10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019, and maturing May 1, 2039.

"Series 2025A Bonds" shall mean the Combined Water and Sewer System Revenue Bonds, Series 2025, of the Municipality in the original principal amount of $7,000,000, authorized and directed to be issued in this Bond Resolution.

"Special Record Date" shall mean the date fixed by the Paying Agent pursuant to Section 3.02(d) and Section 3.02(e) of this Bond Resolution for the payment of Defaulted Interest and Defaulted Principal, respectively.

"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).

"System" shall mean the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality, as the same presently exists and as hereafter improved, repaired, and extended.

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

2. Heretofore, on Tuesday, March 15, 2022, the Governing Body adopted a resolution entitled, "**RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, ISSUE A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF $7,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE EXISTING COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES**" (the "Resolution of Intent"), wherein the Governing Body found, determined, and adjudicated that it is necessary that the Series 2025A Bonds be issued in the amount, for the purpose, and secured as aforesaid, declared its intention to issue the Series 2025A Bonds, and fixed Tuesday, April 19, 2022, at 5:30 p.m., as the date and hour on which it proposed to authorize the issuance of the Series 2025A 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.

3. As required by law and as directed by the Resolution of Intent, the Resolution of Intent was published once a week for at least three 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 Resolution of Intent having been published in *The Starkville Daily News* on March 25, 2022, April 1, 2022, and April 8, 2022, the third such publication on April 8, 2022, being more than 10 days prior to April 19,

2022, the date set for the filing of protests on the matter of authorizing the issuance of the Series 2025A Bonds.

4. On Tuesday, April 19, 2022, at 5:30 p.m., the date and hour on which it was proposed to authorize the issuance of the Series 2025A Bonds, no written protest or other objection of any kind or character against the issuance of the bonds described in the Resolution of Intent was filed or presented by qualified electors of the Municipality.

5. Therefore, on Tuesday, April 19, 2022, the Governing Body adopted a resolution entitled "**RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY, OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF $7,000,000, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE MUNICIPALITY; AND FOR RELATED PURPOSES**" (the "Resolution Authorizing Issuance"), wherein the Governing Body found, determined, and adjudicated that it was authorized to issue and sell the Series 2025A Bonds for the Project, pursuant to the subsequent orders of the Governing Body.

6. It is advisable and in the public interest to authorize the Mayor to arrange for a Bond Insurance Policy for the payment of principal and interest on the Series 2025A Bonds in the event that the Mayor determines that obtaining any Bond Insurance Policy is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds. The Governing Body should authorize the Bond Insurance Policy to be obtained and should authorize a commitment for the Bond Insurance Policy to be executed on behalf of the Municipality by the Mayor and the City Clerk.

7. It is advisable and in the public interest to authorize the Mayor to arrange for a bond rating for the Series 2025A Bonds in the event that the Mayor determines obtaining any bond rating or bond ratings is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds. The Governing Body should authorize the obtaining of the bond rating, the execution of any documents necessary or appropriate for such purpose, and the commitment to pay the rating fee and other usual costs pertaining to any bond rating.

8. It is advisable and in the public interest to authorize the Mayor to arrange for a Reserve Fund Surety Bond for the Series 2025A Bonds in the event that the Mayor determines obtaining any Reserve Fund Surety Bond is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds. The Governing Body should authorize the obtaining of Reserve Fund Surety Bond, the execution of any documents necessary or appropriate for such purpose, and other usual costs pertaining to the Reserve Fund Surety Bond.

9. The Governing Body has heretofore found and determined that it is necessary, advisable, and in the best interest of the Municipality and its citizens to proceed with the Project. It is advisable that the costs of the Project should be met through the issuance of the Series 2025A Bonds, issued and secured in the manner hereinafter provided.

10. The Governing Body now finds and determines that it is necessary, advisable, and in the public interest to direct the issuance of and offer for sale the Series 2025A Bonds in the maximum principal amount of $7,000,000, out of the authorized maximum principal amount of $7,000,000.

11. The estimated cost of the Project caused to be made by the Governing Body is $7,000,000, and the estimated life thereof is at least 30 years.

12. The Governing Body heretofore has found and determined that it is advisable that the cost of the Project should be met through the issuance of the Series 2025A Bonds, payable solely from the Revenues to be derived from the ownership and operation of the System.

13. The Municipality is authorized under the provisions of the Act to issue its Series 2025A Bonds to provide funds for the Project, the Series 2025A Bonds to be payable solely from Net Revenues and certain funds provided for herein.

14. The amount of the Series 2025A Bonds, when added to the outstanding indebtedness of the Municipality, will not exceed any constitutional, statutory, or charter limitation of indebtedness.

15. The Municipality is authorized under the provisions of the Act to issue the Series 2025A Bonds to provide funds for the Project.

16. The pledge of and lien on a sufficiency of the Net Revenues and amounts on deposit from time to time in the Improvement Fund and the Bond and Interest Fund should be extended in this Bond Resolution for the benefit of the Registered Owners of the Series 2025A Bonds.

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 Series 2025A Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Series 2025A Bonds from gross income for purposes of federal income taxes, since such exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

18. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Series 2025A Bonds will be used to carry out the governmental purposes of the Series 2025A Bonds within a three-year period beginning on the date of issuance of the Series 2025A Bonds.

19. The Series 2025A Bonds are not "private activity bonds" as such term is defined in Section 141 of the Code.

20. The Preliminary Official Statement pertaining to the sale of the Series 2025A Bonds, in substantially the form attached hereto as **Attachment A**, should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Series 2025A Bonds.

21. The Official Statement pertaining to the sale of the Series 2025A Bonds should be approved by the Governing Body, and it is necessary and appropriate for the Governing Body to authorize the execution thereof.

22. 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.

23. The Governing Body desires to approve and adopt the Procedures, substantially in the form attached hereto as **Attachment B**.

24. It has now become necessary to make provision for the preparation, execution, issuance, sale, and delivery of the Series 2025A Bonds

25. The Governing Body desires to go forward with preparation for the issuance of the Series 2025A Bonds for the Project, and desires to affirm or approve the engagement of certain professionals to assist with the issuance of the Series 2025A Bonds.

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

ARTICLE I
STATUTORY AUTHORITY; SYSTEM

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

SECTION 1.02. SYSTEM. The waterworks, water supply, sewage, and sewage disposal system of the Municipality, together with all extensions thereof, shall be operated as a combined water and sewer system, referred to herein as the System.

ARTICLE II
APPLICATION OF SERIES 2025 BOND PROCEEDS

SECTION 2.01. APPLICATION OF SERIES 2025 BOND PROCEEDS. All funds received from the sale of the Series 2025A Bonds shall on the Closing Date be applied as follows:

(a) BOND AND INTEREST FUND. Into the Bond and Interest Fund as follows:

(1) CURRENT DEBT SERVICE ACCOUNT. A sum equal to the amount of accrued interest received upon the sale and delivery of the Series 2025A Bonds shall be deposited into the Current Debt Service Account of the Bond and Interest Fund.

(2) DEBT SERVICE RESERVE ACCOUNT. To the extent that other funds of the Municipality have not been deposited into the Debt Service Reserve Account, so that the

amount therein is equal to the Reserve Account Requirement, or a Reserve Fund Surety Bond has not been issued to the Municipality, then such sum as is necessary, in addition to other funds on deposit in the Debt Service Reserve Account, shall be deposited into the Debt Service Reserve Account so that the total amount therein is equal to the Reserve Account Requirement.

(b) IMPROVEMENT FUND. The remaining portion of the sale proceeds of the Series 2025A Bonds shall be deposited into the Improvement Fund.

ARTICLE III
AUTHORIZATION, TERMS, AND EXECUTION OF THE SERIES 2025A BONDS

SECTION 3.01. AUTHORIZATION AND TERMS OF THE SERIES 2025A BONDS. (a) The Series 2025A Bonds are hereby authorized and directed to be issued for the Project. The Series 2025A 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; for a term not to exceed 30 years; 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.

(b) The Series 2025A 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, as follows:

(1) Interest shall cease to accrue on any of the Series 2025A Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(2) At least 30 days before the redemption date of any Series 2025A Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (i) to be filed with the Paying Agent and (ii) to be mailed, postage prepaid, to all Registered Owners of the Series 2025A Bonds to be redeemed at their addresses as they appear on the registration books herein provided for on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the place or places at which payment shall be made, and, if less than all of the Series 2025A Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025A Bonds to be redeemed.

(3) Prior to the date fixed for redemption, funds shall be placed with the Paying Agent to pay the Series 2025A Bonds called for redemption and accrued interest thereon to the redemption date and the premium, if any, in trust with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the Series 2025A

Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by this Bond Resolution and shall not be deemed to be Outstanding under the provisions of this Bond Resolution.

SECTION 3.02. PAYMENTS OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. (a) Payments of principal and premium, if any, shall be made without the necessity of presentation and surrender of the Series 2025A Bonds at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) Except as set forth in Section 3.02(d), payment of each installment of interest on the Series 2025A Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Series 2025 Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Except as set forth in Section 3.02(d), interest on the Series 2025A Bonds shall be paid and, without the necessity of presentation and surrender of the Series 2025A Bonds as set forth in Section 3.02(a) hereof, principal and premium, if any, of the Series 2025A Bonds shall be paid by wire or check or draft mailed on the applicable Payment Date to 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 Record Date preceding the applicable Payment Date to be effective as of such Record Date.

(d) Defaulted Interest with respect to any Series 2025 Bond shall cease to be payable to the relevant Record Date Registered Owner of such Series 2025 Bond and, except as hereinafter provided, shall be payable to the Person in whose name such Series 2025 Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest. The Special Record Date shall be fixed in the following manner: the Municipality shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2025 Bond and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time, the Municipality shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust by the Paying Agent for the benefit of the Bondholders entitled to such Defaulted Interest. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest, which date shall be not more than 15 days nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the Paying Agent receives the notice of the proposed payment. The Paying Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, not less than 10 days prior to such Special Record Date, to each Bondholder entitled to such Defaulted Interest at the address of such Person as it appears on the registration records of the Paying Agent. Such Defaulted Interest shall be paid on the Payment Date chosen by the Municipality to the Registered Owners as of the Special Record Date of the Series 2025A Bonds with respect to which such Defaulted Interest is payable, said payment to be made by wire or check or draft mailed by the Paying Agent to such Registered Owners at their addresses appearing on the registration records of the Paying Agent. Defaulted Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of a Series 2025 Bond subsequent to the Special Record Date and prior to the date set for payment of such Defaulted Interest.

(e) Defaulted Principal with respect to any Series 2025 Bond shall cease to be payable to the relevant Record Date Registered Owner of such Series 2025 Bond and, except as hereinafter provided, shall be payable to the Person in whose name such Series 2025 Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Principal. The Special Record Date shall be fixed in the following manner: the Municipality shall notify the Paying Agent in writing of the amount of Defaulted Principal proposed to be paid on each Series 2025 Bond and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time, the Municipality shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Principal or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust by the Paying Agent for the benefit of the Bondholders entitled to such Defaulted Principal. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Principal, which date shall be not more than 15 days nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the Paying Agent receives the notice of the proposed payment. The Paying Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, shall cause notice of the proposed payment of such Defaulted Principal and the Special Record Date therefor to be mailed, first-class postage prepaid, not less than 10 days prior to such Special Record Date, to each Bondholder entitled to such Defaulted Principal at the address of such Person as it appears on the registration records of the Paying Agent. Such Defaulted Principal shall be paid on the Payment Date chosen by the Municipality without the necessity of presentation and surrender of the applicable Series 2025A Bonds at the principal office of the Paying Agent to the Registered Owners as of the Special Record Date of the Series 2025A Bonds with respect to which such Defaulted Principal is payable, said payment to be made by wire or check or draft mailed by the Paying Agent to such Registered Owners at their addresses appearing on the registration records of the Paying Agent. Defaulted Principal shall be payable in the aforesaid manner irrespective of any transfer or exchange of a Series 2025 Bond subsequent to the Special Record Date and prior to the date set for payment of such Defaulted Principal.

SECTION 3.03. EXECUTION AND VALIDATION OF THE SERIES 2025A BONDS; CONDITIONS TO DELIVERY OF THE SERIES 2025A BONDS. (a) The Series 2025A Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Series 2025A Bonds, other than the signature of an authorized officer of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Series 2025A Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) The Series 2025A Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale, and validation of the Series 2025A Bonds, and the final, unqualified approving opinion of Bond Counsel.

(c) Prior to or simultaneously with the delivery by the Paying Agent of any of the Series 2025A Bonds, the Municipality shall file with the Paying Agent:

(1) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, and validation of the Series 2025A Bonds; and

(2) an authorization to the Paying Agent, signed by the Mayor and/or the City Clerk, to authenticate and deliver the Series 2025A Bonds to the Purchaser.

(d) The Paying Agent shall authenticate the Series 2025A Bonds and deliver them to the Purchaser upon payment of the purchase price of the Series 2025A Bonds to the Municipality.

(e) Certificates, blank as to denomination, rate of interest, and date of maturity and sufficient in quantity in the judgment of the Municipality to meet the reasonable transfer and reissuance needs on the Series 2025A Bonds, shall 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 shall imprint the appropriate information as to denomination, rate of interest, and date of maturity prior to the registration, authentication, and delivery thereof to the transferee holder. Subject to the approval of the Governing Body, the Paying Agent is hereby authorized to have printed from time to time as necessary additional certificates bearing the facsimile seal of the Municipality and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Series 2025A Bonds.

(f) The Series 2025A Bonds herein directed to be issued shall be submitted to validation under the provisions of Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end, the City Clerk is hereby instructed to make up, certify, and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the authorization, issuance, and sale of the Series 2025A Bonds.

(g) When the Series 2025A Bonds shall have been validated and executed as herein provided, they shall be registered as obligations of the Municipality in the office of the City Clerk in a book maintained for that purpose, and the City Clerk shall cause to be imprinted upon each of the Series 2025A Bonds, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 3.10 hereof.

(h) The Municipality provides hereinafter that the Debt Service Reserve Account shall be additionally fully funded in an amount equal to the Reserve Account Requirement and further provides that all Additional Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment therefrom without preference of any Bonds over any other.

SECTION 3.04. PROVISIONS CONCERNING THE PAYING AGENT. (a) A Paying Agent for the Series 2025A Bonds, which shall serve as paying agent, registrar, and transfer agent, shall be designated by further order of the Governing Body.

(b) So long as any of the Series 2025A Bonds shall remain Outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Series 2025A Bonds. The Paying Agent is hereby appointed registrar for the Series 2025A Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Series 2025 Bond entitled to registration or transfer.

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

(d) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving written notice at least 60 days in advance to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Bond Resolution.

(2) Upon receiving notice of the resignation of a Paying Agent, the Municipality shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall 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 shall 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 shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having a combined capital and surplus of at least $25,000,000, having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

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

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

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2025A Bonds.

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

(e) Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of Section 3.04(d)(4) hereof.

SECTION 3.05. INTERCHANGEABILITY OF SERIES 2025A BONDS. The Series 2025A Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Series 2025 Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Series 2025A Bonds of the same series and maturity, of any denomination or denominations authorized by this Bond Resolution, and bearing interest at the same rate.

SECTION 3.06. REGISTRATION BOOKS AND BOND REGISTRAR. (a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Series 2025A Bonds within 30 days of the date of sale, or at such other later date as may be designated by the Municipality, one Series 2025 Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Series 2025A Bonds shall 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 Series 2025A Bonds, the Paying Agent shall re-register any such Series 2025 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) So long as any Series 2025A Bonds remain Outstanding, the Municipality shall maintain at the office of the Paying Agent books for the registration and transfer of Series 2025A Bonds. The Paying Agent is hereby appointed Bond Registrar for the Municipality for the purpose of registration and transfer of the Series 2025A Bonds. The Paying Agent, as Bond Registrar, shall register in such books and permit to be transferred thereon, under such reasonable regulations as the Paying Agent may prescribe, any Series 2025 Bond entitled to registration or transfer.

SECTION 3.07. TRANSFER OF SERIES 2025A BONDS. (a) Each Series 2025 Bond shall be transferable only on the books of the Municipality kept at the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Series 2025 Bond, the Municipality shall issue in the name of the transferee a new Series 2025 Bond or Series 2025A Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2025 Bond.

(b) The Municipality and the Paying Agent may deem and treat the Person in whose name any Series 2025 Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Series 2025 Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2025 Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Municipality upon such Series 2025 Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

(c) In all cases in which the privilege of transferring Series 2025A Bonds is exercised, the Paying Agent shall authenticate and deliver Series 2025A Bonds in accordance with the provisions of this Bond Resolution.

SECTION 3.08. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS. (a) In all cases in which the privilege of exchanging or transferring Series 2025A Bonds is exercised, the Municipality shall, in the manner and to the extent, if any, required hereunder, execute and the Paying Agent, as Registrar, shall authenticate and deliver Series 2025A Bonds in accordance with provisions of this Bond Resolution without expense to the Holders of the Series 2025 Bond.

(b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Series 2025 Bond during the 15 days next preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Series 2025A Bonds, the date of the mailing of notice of such redemption.

SECTION 3.09. SERIES 2025A BONDS MUTILATED, DESTROYED, STOLEN, OR LOST. In case any Series 2025 Bond shall become mutilated or be destroyed, stolen, or lost, the

Municipality may cause to be authenticated and delivered a new Series 2025 Bond in exchange and substitution for such mutilated Series 2025 Bond, upon surrender and cancellation of such mutilated Series 2025 Bond, or in lieu of and substitution for the Series 2025 Bond destroyed, stolen, or lost and upon the Bondholder's furnishing the Municipality or the Paying Agent proof of his ownership thereof and satisfactory indemnity and complying with the statutes of the State and such other reasonable regulations and conditions as the Municipality or the Paying Agent may require. All Series 2025A Bonds so surrendered shall be canceled and held for the account of the Municipality. If any such Series 2025 Bond shall have matured or be about to mature, instead of issuing a substituted Series 2025 Bond, the Municipality may pay or cause to be paid the same upon being indemnified as aforesaid, and if such Series 2025 Bond be lost, stolen or destroyed, without surrender thereof. Any such duplicate Series 2025A Bonds issued pursuant to this Section shall constitute additional contractual obligations on the part of the Municipality, whether or not the lost, stolen, or destroyed Series 2025A Bonds be at any time found by anyone, and such duplicate Series 2025A Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Net Revenues of the System with all other Series 2025A Bonds issued hereunder.

SECTION 3.10. FORM OF THE SERIES 2025A BONDS. The Series 2025A Bonds and the registration and validation certificate shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and/or the City Clerk, delivery or execution thereof to be conclusive evidence of such approval:

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF STARKVILLE, MISSISSIPPI
COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025

NO. __________ **$__________**

Rate of Interest	**Maturity Date**	**Dated Date**	**CUSIP**
_____%	**_______________, 20__**	**__________, 20__**	**__________**

Registered Owner:

Principal Amount: **DOLLARS**

The City of Starkville, Mississippi (the "Municipality"), located in the State of Mississippi (the "State"), a body politic existing under the Constitution and laws of 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, without the necessity of presentation and surrender of this Series 2025 Bond, at the principal office of __________, __________, __________, Mississippi, or its successor, as paying agent (the "Paying Agent") for the Municipality's Combined Water and Sewer System Revenue Bonds, Series 2025, in the aggregate principal amount of $7,000,000 (the "Series 2025A Bonds"), on the maturity date identified above, the principal amount identified above. Except as provided in the Bond Resolution, as hereinafter defined, with respect to Defaulted Principal (as defined therein), payment of the principal amount of this Series 2025 Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which shall also serve as registrar and transfer agent, 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 Series 2025 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 on __________ 1, and semiannually thereafter on __________ 1 of each year, until said principal sum is paid. Except as provided in the Bond Resolution, as hereinafter defined, with respect to Defaulted Interest (as defined therein), interest payments on this Series 2025 Bond shall be paid to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the 15th day of the calendar month preceding the applicable interest payment date.

This Series 2025 Bond is issued under the authority of the Constitution and statutes of the State, including Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality (the "Governing Body"), including a resolution authorizing and directing the issuance of the Series 2025A Bonds, adopted by the Governing Body on __________, 20__ (the "Bond Resolution").

Capitalized terms used herein and not otherwise defined shall have the definitions given in the Bond Resolution.

Interest on this Series 2025 Bond shall be paid and, without the necessity of presentation and surrender of this Series 2025 Bond as set forth above, principal of this bond shall be paid by wire or check or draft mailed on the applicable payment date to the Registered Owner of this bond as of the Record Date at the address appearing in the registration records of the Paying Agent. Such address may be changed by written notice from the Registered Owner hereof 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 payment date to be effective as of such date.

This Series 2025 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 $7,000,000, out of an authorized amount of $7,000,000, to provide funds for improvements, repairs. and extensions to the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality (the "System").

The Series 2025A Bonds maturing after __________ 1, 20__, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after __________ 1, 20__, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity, as follows:

(a) Interest shall cease to accrue on any of the Series 2025A Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(b) At least 30 days before the redemption date of any Series 2025A Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (a) to be filed with the Paying Agent and (b) to be mailed, postage prepaid, to all Record Date Registered Owners at their addresses as they appear on the registration books herein provided for, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the place or places at which payment shall be made, and, if less than all of the Series 2025A Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025A Bonds to be redeemed. If less than all of the outstanding Series 2025A Bonds of a maturity are to be redeemed, the particular Series 2025A Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the Paying Agent shall deem fair and appropriate. The Municipality may provide for the selection of portions of the principal of Series 2025A Bonds (in integral multiples of $5,000), and for all purposes of this Series 2025 Bond, all provisions relating to the redemption of Series 2025A Bonds shall relate, in the case of any Series 2025 Bond redeemed or to be redeemed only in part, to the portion of the principal of such Series 2025 Bond which has been or is to be redeemed.

(c) On the date so designated for redemption, the Series 2025A Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2025A Bonds on such date, and, if funds for payment of the redemption price and the accrued interest are held by the Paying Agent in trust for the Record Date Registered Owners of the Series 2025A Bonds to be redeemed, as provided in the Bond Resolution, the interest on any Series 2025A Bonds so called for redemption payable subsequent to the redemption date shall cease to accrue, such Series 2025A Bonds shall cease to be entitled to any benefit or security under the Bond Resolution, and the Record Date Registered Owners of such Series 2025A Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and the accrued interest thereon to the redemption date.

The Series 2025A 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 Series 2025 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 and subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Series 2025 Bond. Upon such transfer or exchange, a new Series 2025 Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

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

The principal of, premium, if any, and interest on this Series 2025 Bond shall be payable solely from (i) a sufficiency of the revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System, the payment of the $10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019, and maturing May 1, 2039 (the "Series 2019 Bonds"), and the payment of any loans from the State as of the date of issuance of the Series 2025A Bonds (the "Loans"), and (ii) the Current Debt Service Account and the Debt Service Reserve Account, both of which sources have been pledged on a parity of lien with the Series 2019 Bonds, the Loans, and any Additional Bonds issued in accordance with the provisions of the Bond Resolution. Additional Bonds on a parity of lien with the Series 2025A Bonds may be issued pursuant to the provisions of the Bond Resolution.

In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality hereby irrevocably pledges (i)) a sufficiency of the revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of any loans from the State as of the date of issuance of the Series 2025A Bonds, and to make the payments into the Current Debt Service Account and into the Debt Service Reserve Account, and all other payments provided for in this Bond Resolution as the same become due and payable, and (ii) the Current Debt Service Account and the Debt Service Reserve Account. The Series 2025A Bonds are secured on a parity of lien with the Series 2019 Bonds, the Loans, and any Additional Bonds issued pursuant to this Bond Resolution. The Bonds shall be secured equally and ratably by such pledge.

The Series 2025A Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory, or charter limitation of indebtedness, but shall be payable solely from the sources herein provided. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Series 2025A Bonds or the making of any reserve or other payments provided for in this Bond Resolution

The Municipality covenants and agrees that it will perform all duties required by law and by the Bond Resolution; that it will apply the proceeds of this Series 2025 Bond to the purposes above set forth; that, as long as this Series 2025 Bond is Outstanding, it will operate and maintain the System; that it will fix and maintain rates and make and collect charges for the services of the System, without regard to the user thereof, sufficient to provide for the operation and maintenance of the System in good repair and working order, to provide for the payment of the principal of and interest on this Series 2025 Bond as same shall mature and accrue, and to provide for a Depreciation Fund and a Contingent Fund, all as set forth in the Bond Resolution; and that such an amount of the revenues of the System remaining after paying the expense of operating and maintaining the System and payment of any loans from the State as of the date of issuance of the Series 2025A Bonds and as will maintain the Bond and Interest Fund for this Series 2025 Bond, as the same shall mature and accrue, is hereby irrevocably pledged to said purpose.

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 this Series 2025 Bond, in order to make the same a legal and binding limited obligation of the Municipality, according to the terms hereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law.

This Series 2025 Bond shall 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 shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Municipality has caused this Series 2025 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 facsimile or manual seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of this day, __________, 20__.

City of Starkville, Mississippi

____

Mayor

COUNTERSIGNED:

____

City Clerk **(seal)**

<u>CERTIFICATE OF REGISTRATION AND AUTHENTICATION</u>

This Series 2025 Bond is one of the Series 2025A Bonds described in the within mentioned Bond Resolution and is one of the Combined Water and Sewer System Revenue Bonds, Series 2025, of the City of Starkville, Mississippi.

____

as Paying Agent

____

Authorized Signatory

Date of Registration and Authentication: ____________________

<u>REGISTRATION AND VALIDATION CERTIFICATE</u>

I, the undersigned City Clerk of the City of Starkville, Mississippi, do hereby certify that the within Series 2025 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 this day, __________, 20__.

____

City Clerk

(seal)

ASSIGNMENT

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

____
(Name and Address of Assignee)

____
the within Series 2025 Bond and does hereby irrevocably constitute and appoint ______________________________________ as Paying Agent to transfer the said Series 2025 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 name of the Registered Owner as it appears upon the face of the within Series 2025 Bond in every particular, without any alteration whatsoever.

____

(Authorized Officer)

Date of Assignment: ____________________

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

ARTICLE IV
SECURITY FOR THE BONDS

SECTION 4.01. SERIES 2025A BONDS SECURED BY PLEDGE OF NET REVENUES AND CERTAIN OTHER FUNDS. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality hereby irrevocably pledges (i) a sufficiency of the Net Revenues to pay the principal of, premium, if any, and interest on the Bonds, and to make the payments into the Current Debt Service Account and into the Debt Service Reserve Account, and all other payments provided for in this Bond Resolution as the same become due and payable, and (ii) the Current Debt Service Account and the Debt Service Reserve Account. The Series 2025A Bonds are secured on a parity of lien with the Series 2019 Bonds, the Loans, and any Additional Bonds issued pursuant to this Bond Resolution. The Bonds shall be secured equally and ratably by such pledge.

SECTION 4.02. SERIES 2025A BONDS ARE LIMITED OBLIGATIONS. The Series 2025A Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory, or charter limitation of indebtedness, but shall be payable solely from the sources herein provided. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Series 2025A Bonds or the making of any reserve or other payments provided for in this Bond Resolution.

ARTICLE V
RATE COVENANT; REVENUES OF SYSTEM AND APPLICATION THEREOF

SECTION 5.01. RATE COVENANT. (a) So long as any of the principal of or interest on any of the Bonds shall be Outstanding and unpaid, or until adequate provision has been made for the payment of the principal of, premium, if any, and interest on the Bonds in accordance with Section 9.02 of this Bond Resolution, as applicable, the Municipality covenants with the Bondholders that the Municipality will fix, establish, maintain, levy, and collect such rates, fees, rents, and other charges for the services and facilities of the System and all parts thereof, and will revise the same from time to time whenever necessary, as will always provide Revenues at least sufficient: (1) to pay the Current Expenses of the System, and (2) to provide at least 120% of the amount of the maximum Principal and Interest Requirements for the current Bond Year on account of the Bonds then Outstanding. The Municipality shall maintain a rate ordinance which shall provide Revenues in each Fiscal Year sufficient to satisfy the requirements of this Section. To the extent permitted by applicable law, the aforesaid rate ordinance shall also provide for a penalty charge for non-payment of bills within a specified number of days after their due date and discontinuance of service upon non-payment of bills within a specified number of days after their due date, and the Municipality shall discontinue the supplying of the services and facilities of the System for non-payment of bills for such services and facilities within such time period and will not restore the services and facilities of the System to any of such delinquent users until payment in full of all delinquent charges, including reasonable charges for restoration of services.

(b) If the Revenues in any Fiscal Year as shown by the Municipality's audit are less than the total amount set forth in Section 5.01(a), then it shall, as promptly as possible, request the Consulting Engineer, the Municipal Advisor, or an accountant, to make recommendations as to a revision of such rates, fees, rents and other charges or methods of operating the System which will result in producing the required amount in Revenues in the following Bond Year. Upon receipt of such recommendations the Municipality shall, subject to applicable requirements imposed by law, immediately revise such rates, fees, rents, and other charges and take such other actions respecting the methods of operation of the System as shall in its discretion be deemed necessary.

SECTION 5.02. COMBINED WATER AND SEWER SYSTEM REVENUE FUND. An amount of the Revenues of the System sufficient to provide for the deposits hereinafter required by Section 5.03 shall be deposited on or before the first Business Day of each month, commencing in the first calendar month following the Closing Date, into the Revenue Fund authorized, established, designated, and provided for in this Section. The Revenue Fund shall continue for the purposes of this Bond Resolution and for any Additional Bonds.

SECTION 5.03. DISPOSITION OF REVENUES; ESTABLISHMENT OF FUNDS. (a) The Municipality will set aside, allocate, and deposit funds from the Revenue Fund into the separate funds as authorized, established, designated, and provided for herein. Such sums shall be set aside, allocated, and deposited by the City Clerk without further direction of or action by the Governing Body in the following manner and order of priority:

(1) Operation and Maintenance Fund. On or before the first Business Day of each month, beginning with the first calendar month following the Closing Date, an amount which, when added to any funds then on deposit in the Operation and Maintenance Fund, shall be equal to the estimated Current Expenses of the System for the next succeeding calendar month, including any amounts needed to cover deficiencies in preceding months. Funds in the Operation and Maintenance Fund shall be disbursed from time to time as needed for the operation and maintenance of the System.

(2) Bond and Interest Fund. From the funds in the Revenue Fund there shall next be apportioned, set aside, and deposited into the Bond and Interest Fund the amounts required for the following accounts in the Bond and Interest Fund to be funded in the order listed:

(A) Current Debt Service Account. On or before the first Business Day of each month, beginning in the first calendar month following the Closing Date (but not sooner than one year prior to the first principal Payment Date as to principal payments), there shall be apportioned, set aside, and deposited into the Current Debt Service Account, Revenues for the payment of interest in an amount which, together with funds on deposit in the Current Debt Service Account for such purpose and together with approximately equal subsequent monthly deposits on or before the first Business Day of each month, will provide a sum for the payment of interest equal to the amount necessary to pay the next installment of interest on the Bonds, and Revenues for the payment of principal in an amount which, together with funds on deposit in the Current Debt Service Account for such purpose and together with approximately equal subsequent monthly deposits on or before the first Business Day of each month, will provide a sum for the payment of principal equal to the amount necessary to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment).

(B) Debt Service Reserve Account. (i) Provided, that in addition to the funds hereby required to be paid into the Current Debt Service Account of the Bond and Interest Fund, the Debt Service Reserve Account shall be maintained as a subaccount in the Bond and Interest Fund in order to meet any deficiency therein in future years. In order to fully fund the Debt Service Reserve Account, the City Clerk shall immediately upon delivery of the Series 2025A Bonds deposit an amount from the proceeds of the sale of the Series 2025A Bonds or any other legally available funds of the Municipality, which, together with funds on deposit in the Debt Service Reserve Account, will be equal to the Reserve Account Requirement (calculated with respect to the Series 2025A Bonds), at which amount the Debt Service Reserve Account shall thereafter be maintained by such future payments as may be necessary for that purpose. The Debt Service Reserve Account shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the Current Debt Service Account are insufficient for that purpose. No funds paid into the Debt Service Reserve Account shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Bonds.

(ii) On or before the first Business Day of each month, commencing in the first calendar month after a withdrawal from the Debt Service Reserve Account causes the amount on deposit therein to fall below the Reserve Account Requirement or in the first calendar month after an annual valuation of the Debt Service Reserve Account reveals that the fair market value of the investments therein is less than the Reserve Account Requirement, there shall be apportioned, set aside, and deposited to the Debt Service Reserve Account all funds remaining in the Revenue Fund after the payments required by Section 5.03(a)(2)(A) have been made until the amount in the Debt Service Reserve Account equals the Reserve Account Requirement; provided, that no such deposits shall be made until all required payments have been made in full into the Current Debt Service Account, including any deficiencies for prior payments. Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for herein.

(iii) No further payments into the Current Debt Service Account or into the Debt Service Reserve Account shall be required when the aggregate amount of funds in both the Current Debt Service Account and the Debt Service Reserve Account are at least equal to the aggregate principal amount of the Bonds then Outstanding, plus the amount of interest then due or to become due on the Bonds then Outstanding, or when the Bonds shall be deemed fully paid within the meaning of Section 9.02 hereof.

(iv) The Municipality, in its sole discretion and with the prior consent of the Bond Insurer, if any, may fund all or a portion of the Reserve Account Requirement with a Reserve Fund Surety Bond. Any such Reserve Fund Surety Bond must either extend to the final maturity date of the then Outstanding Bonds or the Municipality must agree, by a resolution supplementing this Bond Resolution, that the Municipality will replace such Reserve Fund Surety Bond prior to its expiration with another Reserve Fund Surety Bond which shall have no adverse effect on ratings then in effect on the Outstanding Bonds, or with cash, or with a combination of both. The face amount of the Reserve Fund Surety Bond, together with amounts on deposit in the Debt Service Reserve Account, including the face amount of any other Reserve Fund Surety Bond, shall be at least equal to the Reserve Account Requirement.

(v) Funds in the Debt Service Reserve Account shall be used only for the purpose of paying maturing principal of or interest on the Bonds when the funds in the Current Debt Service Account are insufficient therefor and for no other purpose, except that said funds may be invested or reinvested as provided for herein. In the event that amounts credited to the Debt Service Reserve Account are used to pay maturing principal or interest on the Bonds when funds on hand in the Current Debt Service Account are insufficient therefor or that amounts credited to the Debt Service Reserve Account are at any time less than the amount of the Reserve Account Requirement, the Municipality shall provide written notice of such event and of the amount of such deficiency to the Bond Insurer, if any. If a disbursement is made from the Debt Service Reserve Account to pay maturing principal or interest on the Bonds, only such amount as may at the time be drawn under any Reserve Fund Surety Bond then credited to the Debt Service Reserve Account shall be included in computing the amounts credited to the Debt Service Reserve Account. The Municipality shall be obligated to restore the amounts credited to the Debt Service Reserve Account to the amount of the Reserve Account Requirement by either: (1) causing any Reserve Fund Surety Bond to be reinstated; (2) providing one or more Reserve Surety Bonds; (3) depositing Revenues into the Debt Service Reserve Account in accordance with Section 5.03(a)(2)(B); or (4) any combination of the foregoing. With respect to such replenishment of the Debt Service Reserve Account, any funds received for such purpose shall be used first to reimburse any provider of a Reserve Fund Surety Bond then credited to the Debt Service Reserve Account, thereby reinstating such Reserve Fund Surety Bond, and second to replenish any cash in the Debt Service Reserve Account and/or to provide one or more Reserve Fund Surety Bonds.

(3) Depreciation Fund. In order to fund the Depreciation Fund provided for herein, after the deposits required by paragraphs (a)(1) and (a)(2) of this Section, there shall next be deposited into the Depreciation Fund the amount of $5,000; provided, however, that deposits may be made on or before the first Business Day of each month, beginning with the first calendar month after the Closing Date, until the amount on deposit in the Depreciation Fund is equal to $5,000, at which amount it shall thereafter be maintained by such future monthly deposits as may be necessary for that purpose. The Depreciation Fund shall be used for the purpose of paying the cost of replacing such parts of the System as may need replacement in order to keep the System operating in an economical and efficient manner; provided, however, that in the event the funds provided for in this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal of the Bonds as set forth in paragraph (a)(2)(A) of this Section shall be drawn from the Depreciation Fund, and shall be used together with funds otherwise available to pay such accruing interest and to provide for the payment of principal as set forth in paragraph (a)(2)(A) of this Section. No funds paid into the Depreciation Fund shall be used to prepay principal or premium, if any, unless such prepayment is for the entire balance of the principal amount of the Bonds.

(4) Contingent Fund. In order to fund the Contingent Fund provided for herein, after the deposits required by paragraphs (a)(1), (a)(2), and (a)(3) of this Section, there shall next be deposited into the Contingent Fund the amount of $5,000; provided, however, that deposits may be made on or before the first Business Day of each month, beginning with the first calendar month after the Closing Date, until the amount on deposit in the Contingent Fund is equal to $5,000, at which amount it shall thereafter be maintained by such future monthly deposits as may be necessary for that purpose. The Contingent Fund shall be used for the purpose of paying the cost of unforeseen contingencies arising in the operation and maintenance of the System, including the construction of reasonable and proper improvements, repairs, and extensions thereto; provided, however, that in the event the funds provided for in this Bond Resolution for the payment of the principal of and interest on the Bonds should be insufficient for said purpose, then and in that event, to the extent of any such insufficiency, the amount necessary to pay accruing interest and to provide for the payment of the principal of the Bonds as set forth in paragraph (a)(2)(A) of this Section shall be drawn from the Contingent Fund and shall be used, together with funds otherwise available, to pay such accruing interest and to provide for the payment of principal as set forth in Section 5.03(a)(2)(A).

(b) The funds in the foregoing funds shall be held separate and apart from all other funds of the Municipality and shall be applied in the manner provided. Any surplus Revenues remaining after all deposits required or allowed by this Section have been made may be used solely for purposes pertaining to the System, including payment of any general obligation debt previously or hereafter incurred for the System. The foregoing notwithstanding, any amounts required to be paid by the Municipality from such surplus Revenues for general administrative charges pertaining to the System shall be considered as being used for purposes pertaining to the System.

(c) If in any month the Revenues are insufficient to deposit the required amount in any of the funds as hereinbefore provided, the deficiency shall be made up in the subsequent payment or payments in addition to the payments which would otherwise be required to be made into such funds in subsequent months; provided, however, that any deficiency in the Current Debt Service Account and the Debt Service Reserve Account shall be made up before any further payment is made to the Depreciation Fund or the Contingent Fund.

(d) The investments of funds in the Debt Service Reserve Account shall be valued in such manner as the Municipality shall determine at the fair market value thereof annually on the last Business Day of each Fiscal Year. If the fair market value of said investments is less than the Reserve Account Requirement, the Municipality shall, as soon as possible but in any event within the following 12 months, place money from the Revenue Fund into the Debt Service Reserve Account as provided in paragraph (a)(2)(B) of this Section to bring the aggregate value of the Debt Service Reserve Account up to the Reserve Account Requirement. If the fair market value of such investments is greater than the Reserve Account Requirement, the amount of money in excess of the Reserve Account Requirement shall be paid into the Current Debt Service Account.

SECTION 5.04. INVESTMENT OF FUNDS ON DEPOSIT IN THE FUNDS. The funds at any time on deposit in any fund or account provided for by this Bond Resolution not immediately required for disbursement for the purposes for which such funds or accounts are established, shall be invested in such instruments or investments as are permissible under the Code or under applicable law of the State. The income received on the investment of any such funds shall be credited to the fund or account for which such investments are made; provided that, with respect to the Current Debt Service Account and the Improvement Fund, the excess, if any, of such income above the amounts required to be on deposit in such funds or accounts shall be transferred to the Current Debt Service Account and applied to the purposes for which such account is established. The income received on any investments in the Improvement Fund shall be credited to such fund until the Project is complete.

ARTICLE VI
IMPROVEMENT FUND

SECTION 6.01. COMBINED WATER AND SEWER IMPROVEMENT FUND. Pursuant to Section 2.01 hereof, the proceeds of the Series 2025A Bonds remaining after deposits have been made to the various funds and accounts described in Section 2.01 shall be irrevocably deposited by the Municipality into a fund hereby authorized, established, and designated the Improvement Fund. Funds in the Improvement Fund shall be applied solely and only to the payment of the costs of the Project and costs incidental thereto (including but not limited to the costs of the authorization, issuance, sale, validation, and delivery of the Series 2025A Bonds and Bond Insurance Policy premiums, if any, for the Series 2025A Bonds). Any balance remaining in the Improvement Fund after completion of the Project shall be transferred to the Current Debt Service Account and applied to the payment of the principal of and interest on the Series 2025A Bonds.

ARTICLE VII
COVENANTS OF THE MUNICIPALITY

So long as any of the principal of or interest on any of the Bonds shall be Outstanding and unpaid, or until adequate provision has been made for the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality covenants with the holders of any and all of such Bonds as follows:

SECTION 7.01. OPERATION AND MAINTENANCE. The Municipality will maintain in good condition the System and all parts thereof, and will continuously operate the same in an efficient and economical manner, making such expenditures for equipment and for renewal, repair, and replacement as may be proper for the economical operation and maintenance thereof.

SECTION 7.02. SALE OF THE SYSTEM. The System may be sold or otherwise disposed of only as a whole or substantially as a whole, and only if the net proceeds to be realized shall be sufficient, together with other funds available therefor, to provide for the payment of the principal of, premium, if any, and interest on the Bonds and to fully retire all of the Bonds and any other indebtedness to the payment of which the Net Revenues of the System are pledged, and all interest thereon to their respective dates of maturity or earlier redemption dates. The proceeds from such sale or other disposition of the System shall immediately be deposited into the Current Debt Service Account, or if the Bonds are not then redeemable, into an escrow fund as provided in Section 9.02, and shall be used only for the purpose of paying the principal of, premium, if any, and interest on the Bonds, as the same shall become due, or for the redemption of callable Bonds (subject to provisions of Section 3.01), or the purchase of Bonds at a price not greater than the then applicable redemption price of the Bonds, or, if the Bonds to be purchased are not then redeemable prior to maturity, at prices not greater than the redemption price of such Bonds on the next allowable redemption date.

The foregoing provision notwithstanding, the Municipality shall have and hereby reserves the right to sell or otherwise dispose of any of the property comprising a part of the System hereafter determined in the manner provided herein to be no longer necessary, useful, or profitable in the operation thereof, for fair and reasonable prices.

Prior to any such sale or other disposition of said property, the Consulting Engineer shall make a finding in writing determining that such property comprising a part of the System is no longer necessary, useful, or profitable in the operation thereof, and the proceeds from any sale of such property shall be deposited into the Revenue Fund and used only as provided herein for such fund.

SECTION 7.03. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF REVENUES. The Municipality will not issue any other obligations, except upon the conditions and in the manner provided in Section 9.01, payable from the Net Revenues and being on a parity with the lien of the Bonds and the interest thereon, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon.

The Municipality may issue obligations junior and subordinate to the Bonds at any time, provided that the issuance of such obligations does not violate any covenants of the Municipality concerning any of its then Outstanding Bonds. All obligations issued by the Municipality secured by Net Revenues other than Additional Bonds shall contain an express statement that such obligations are junior and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the Net Revenues, and in all other respects.

SECTION 7.04. INSURANCE FOR THE SYSTEM. As long as any of the Bonds shall remain Outstanding and unpaid, the Municipality shall carry and maintain all-risk insurance upon all the properties forming a part of the System which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts as carried and maintained by other municipalities rendering services of a similar character in similar communities. The proceeds of all such insurance shall be used only for the maintenance and restoration of the System, or for the payment of the principal of, premium, if any, and the interest on the Bonds.

To the extent the Municipality is not covered by sovereign immunity, the Municipality shall also carry adequate public liability and property damage insurance. Proceeds of insurance awards, except public liability and property damage policies, will be used to repair the damaged property or replace the destroyed property, and excess proceeds shall be deposited into the Depreciation Fund or in the Current Debt Service Account to redeem the Bonds, or if the Bonds are not then redeemable, into an escrow fund as provided in Section 9.02.

SECTION 7.05. BOOKS AND RECORDS. The Municipality will keep books and records of the System, which shall be separate and apart from all other books, records, and accounts of the Municipality in which complete and correct entries shall be made in accordance with generally accepted accounting principles consistently applied of all transactions relating to the System, and any Bondholder and the Paying Agent shall have the right at all reasonable times to inspect the System and all parts thereof, and all records, accounts, and data of the Municipality relating thereto.

The Municipality shall promptly after the close of each Fiscal Year cause the books, records, and accounts of the System for the preceding Fiscal Year to be properly audited by a qualified and independent firm of certified public accountants, which report shall cover in reasonable detail the operation of the System and the insurance carried with respect thereto. The Municipality shall make available generally said report, or a reasonable summary thereof, to any Bondholder upon request.

The Municipality shall also, prior to the commencement of each Fiscal Year, cause the System to be inspected by the Consulting Engineer, who shall file an annual report with the City Clerk prior to the commencement of such Fiscal Year, setting out the condition of the physical plant of the System and any recommendations which the Consulting Engineer shall deem to be advisable. Such annual report shall include the following:

(a) Advice and recommendations concerning the maintenance, repair, and operation of the System;

(b) Advice and recommendations as to renewals or replacements of any part of the System;

(c) Advice and recommendations as to extensions of the System;

(d) The estimated cost of any recommended renewals, replacements, or extensions to the System;

(e) Advice and recommendations concerning the amount and character of insurance that should be carried on the System;

(f) Advice and recommendations concerning any revision of the rates to be charged for the services of the System; and

(g) A statement of the judgment of the Consulting Engineer concerning whether the System had been maintained in good repair and operating order, with such suggestions as the Consulting Engineer may deem advisable concerning changes in the methods of operating the System.

The Municipality covenants with the Registered Owners that if the report of the Consulting Engineer shall show that the System has not been maintained in good repair and operating condition, it will, from available Revenues and from the Depreciation Fund and, to the extent applicable, from the Contingent Fund, promptly restore the System to good repair and operating condition; that all recommendations of said report shall receive impartial consideration by the Governing Body; and that the Municipality and the Governing Body shall endeavor in good faith to carry out the recommendations that may be made by the Consulting Engineer.

SECTION 7.06. OPERATING BUDGET. Prior to the commencement of each Fiscal Year following the Closing Date, the Governing Body shall prepare or shall cause to be prepared and adopted by resolution of the Governing Body a detailed budget setting out the estimated receipts and expenditures of the System for the then ensuing Fiscal Year. This budget shall contain:

(a) an estimate of the Revenues expected to be derived from the operation of the System during the next ensuing Fiscal Year;

(b) a statement of the estimated Current Expenses during the next ensuing Fiscal Year;

(c) a statement of the amount of principal and interest due on the Bonds and any other indebtedness payable from Net Revenues during the next ensuing Fiscal Year;

(d) a statement of what replacements to the System may be anticipated and the estimated cost thereof;

(e) a statement of the total amount anticipated to be payable from Revenues during the next ensuing Fiscal Year; and

(f) a statement of the amount on deposit in each of the funds referred to in Section 5.03 of this Bond Resolution.

SECTION 7.07. NO FREE SERVICES. The Municipality will not render or cause to be rendered any free services of any nature by the System or any part thereof, including services provided to the Municipality itself or any agency thereof, nor will any preferential rates or services be established for users of the same class. All users of the System will use the System as members of the general public, notwithstanding that such users utilize the System in their business capacities.

If any other municipality, instrumentality, public or private corporation, firm, or individual, shall avail itself of the facilities or services provided by the System or any part thereof, the same rates, fees, rents, or other charges applicable to other customers receiving like services under similar circumstances shall be charged therefor. The Municipality will not provide water or sewer service on a "take or pay" basis without first obtaining an opinion of Nationally Recognized Bond Counsel that the same will not adversely affect the tax-exempt status of interest on the Series 2025A Bonds.

Such charges shall be paid as they accrue. The Revenues so received shall be deemed to be Revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other Revenues derived from such operation of the System.

SECTION 7.08. ENFORCEMENT OF COLLECTION. The Municipality will diligently enforce and collect all rates, fees, rents, or other charges for the services and facilities of the System, and take all steps, actions, and proceedings for the enforcement and collection of such rates, fees, rents, or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State.

The Municipality will, to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of rates, fees, rents, or other charges for services of the System, and will not restore said services until all delinquent rates, fees, rents, other charges, and reasonable penalties have been paid in full.

SECTION 7.09. NO COMPETING FACILITIES. The Municipality will not grant any franchise, license, or permit for the construction or operation of any facilities which will be competitive with the services and facilities of the System and will oppose the granting of any such franchise by any other public board having jurisdiction over such matters; provided, however, that this Section shall not affect any vested rights of any persons, firms, or corporations now owning or operating such facilities.

SECTION 7.10. CONSULTING ENGINEER. The Municipality will retain the Consulting Engineer to inspect the System and make the annual report and to perform the duties provided for herein for the Consulting Engineer.

SECTION 7.11. COVENANTS REGARDING TAX EXEMPTION OF SERIES 2025A BONDS.

(a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Series 2025A 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 Series 2025A Bonds, including amounts treated as proceeds, if any, which will cause the Series 2025A 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 Series 2025A Bonds, at the time of such action, investment, or use.

(b) (1) In the event it is subsequently determined for any reason that rebates should be made on the Series 2025A Bonds, then the Municipality shall take all actions necessary in order to comply with the requirements of Paragraphs (2) and (3) of Subsection 148(f) in order that none of the Series 2025A Bonds shall be treated as an arbitrage bond pursuant to Paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Series 2025A Bonds, it shall 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 Series 2025A Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from Nationally Recognized Bond Counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Series 2025A Bonds or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Series 2025A Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Series 2025A Bonds in a manner or for a price which would cause any of the Series 2025A 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 “nonarbitrage and federal tax certificate” in connection with the sale and delivery of the Series 2025A Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Series 2025A Bonds and also setting forth certain covenants, stipulations, and certifications with respect to the investment and expenditures of the proceeds of the Series 2025A Bonds, and the Municipality shall 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 7.12. <u>OTHER COVENANTS REGARDING TAX EXEMPT STATUS</u>.

(a) The Municipality shall take such actions as may be necessary in order to assure that the Series 2025A Bonds are not “private activity bonds” within the meaning of Section 141 of the Code.

(b) No more than 10% of the proceeds of the Series 2025A Bonds 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 proceeds of the Series 2025A Bonds 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 proceeds of the Series 2025A Bonds 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 proceeds.

(e) The amount of proceeds of the Series 2025A Bonds used with respect to any private business use which is related to a governmental use of such proceeds of the Series 2025A Bonds will not exceed the amount of proceeds of the Series 2025A Bonds which are used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Series 2025A 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 Series 2025A Bonds be (under the terms of the Series 2025A Bonds 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 Series 2025A Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Series 2025A Bonds, and (3) are payable directly or indirectly by the Municipality or from substantially the same source from which the Series 2025A Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Series 2025A Bonds are part of any other issue of obligations.

(i) The Municipality covenants and certifies that no payment of principal of or interest on the Series 2025A 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 of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America; or (2) invested (directly or indirectly) in any deposit or account which is insured 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 proceeds of the Series 2025A Bonds for an initial temporary period (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Series 2025A Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the United States Treasury; or (E) other investments permitted 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 Series 2025A 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 7.13. WHEN COMPUTATIONS, DEPOSITS, OR REBATE PAYMENTS ARE NOT REQUIRED. In the event it is determined that the Series 2025A 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 in Sections 7.11, 7.12, and 7.14 are not required to be made in order to maintain the tax-exempt status of interest on the Series 2025A Bonds, the Municipality need not make such computations, deposits or payments.

SECTION 7.14. COVENANT REGARDING HEDGE BONDS. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Series 2025A Bonds will be used to carry out the governmental purposes of the Series 2025A Bonds within a three-year period beginning on the date of issuance of the Series 2025A Bonds. No more than 50% of the proceeds of the Series 2025A 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 4 years or more.

SECTION 7.15. 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 shall not be considered an Event of Default pursuant to Section 8.01 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 7.16. BOOK-ENTRY SYSTEM. Notwithstanding anything herein to the contrary, the Series 2025A Bonds shall be initially issued in the form of a separate, single, and fully registered Series 2025 Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Series 2025 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 7.17 hereof, all of the outstanding Series 2025A Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2025A Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipality and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Series 2025A Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Series 2025A 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 Series 2025A 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 Series 2025A Bonds. Notwithstanding any other provision of this Bond Resolution to the contrary, the Municipality and the Paying Agent shall be entitled to treat and consider the Person in whose name each Series 2025 Bond is registered in the Bond Register as the absolute owner of such Series 2025 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2025 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2025 Bond, for the purpose of registering transfers with respect to such Series 2025 Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Series 2025A 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 shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2025A Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Bond Register, shall receive a Series 2025 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 shall refer to such new nominees of DTC.

SECTION 7.17. SUCCESSOR SECURITIES DEPOSITORY; TRANSFERS OUTSIDE BOOK-ENTRY 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 Registered Owners of the Series 2025A Bonds that they be able to obtain certificated Series 2025A Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Series 2025 Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Series 2025 Bond certificates and transfer one or more separate Series 2025 Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Series 2025A Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Series 2025A Bonds shall designate, in accordance with the provisions of this Bond Resolution.

SECTION 7.18. PAYMENTS AND NOTICES TO CEDE & CO. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any of the Series 2025A Bonds are 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 Series 2025 Bond and all notices with respect to such Series 2025 Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE VIII
DEFAULT AND REMEDIES

SECTION 8.01. DEFAULT. An "Event of Default" as used in this Bond 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 shall 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 shall have been given to the Municipality by any Bondholder, or Bond Insurer, if any, provided that, if such default cannot with due diligence and dispatch be wholly cured within 30 days but can be wholly cured, the failure of the Municipality to remedy such default within such 30 day period shall not constitute a default hereunder if the Municipality shall immediately upon receipt of such notice commence with due diligence and dispatch the curing of such default and, having so commenced the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch within no longer than 60 days after the aforesaid written notice, and (c) filing by the Municipality of a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable federal or state law.

SECTION 8.02. REMEDIES. The Registered Owner of any of the Bonds may, by suit, action, mandamus, or other proceedings at law or in equity, enforce and compel performance by the appropriate official or officials of the Municipality of any or all acts and duties to be performed by the Municipality under the provisions of the Act and of this Bond Resolution. If there be any default in the payment of the principal of and interest on the Bonds, any court having jurisdiction in the proper action may, upon petition of the Registered Owners of a majority in principal amount of the Bonds then Outstanding, appoint a receiver to administer and operate the System with power to fix rates and collect charges sufficient to provide for the payment of the Bonds and to pay the expense of operating and maintaining the System in conformity with the provisions of the Act and of this Bond Resolution.

ARTICLE IX
ADDITIONAL BONDS; DEFEASANCE

SECTION 9.01. ADDITIONAL BONDS. So long as any of the Series 2025A Bonds are Outstanding, no Additional Bonds shall be issued unless the following conditions are complied with:

(a) The Municipality must be current in all deposits into the various funds and all payments theretofore required to have been deposited or made by it under the provisions of this Bond Resolution.

(b) If the Additional Bonds are to be issued for the purpose of financing improvements, repairs, or extensions to the System or acquisitions for the System, then:

(1) The amount of the Net Revenues during any 12 consecutive months of the 18 months immediately preceding the delivery of the Additional Bonds, as certified by the Consulting Engineer, the Municipal Advisor, or an accountant, will be equal to at least 120% of the Maximum Annual Debt Service Requirement for the then Outstanding Bonds.

(2) The Consulting Engineer, the Municipal Advisor, or an accountant shall also certify that the amount of the Net Revenues derived from the operation of the System in each year after acquisitions for the System or completion of improvements, repairs, or extensions to the System and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineer, the Municipal Advisor, or an accountant, will, in each year, be at least equal to 120% of the principal and interest which will mature and become due in each such year on (A) the then Outstanding Bonds, and (B) the Additional Bonds then proposed to be issued.

(3) If such Additional Bonds are being issued for the purpose of extending the System by acquiring operating utility properties having an earnings record, the Consulting Engineer, the Municipal Advisor, or an accountant shall estimate the effect on the Net Revenues of the acquisition of such utility properties and the integration thereof into the System, and shall certify that the amount of the Net Revenues derived from the operation of the System in each year after such acquisition and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineer, will, in each year, be at least equal to 120% of the principal and interest which will mature and become due in each such year on (A) the then Outstanding Bonds, and (B) the Additional Bonds then proposed to be issued. Any such estimate shall be based upon the operating experience and records of the Municipality during the period in which the System has been operated by the Municipality and upon any available financial statements and records relating to the earnings of such utility properties to be acquired.

(4) If any changes have been made and are in effect at the time of the adoption of the Additional Bonds Resolution in the schedule of rates and charges imposed by the Municipality for services furnished by the System which were in effect during any part of the consecutive 12-month period referred to in this Section, the Consulting Engineer, the Municipal Advisor, or accountant may, if such changes resulted in increases in such rates and charges, and shall, if such changes resulted in reductions in such rates and charges, adjust the Net Revenues to be certified for such consecutive 12-month period to reflect any change in such Net Revenues which would have occurred if the schedule of rates and charges in effect at the time of the adoption of the Additional Bonds Resolution had been in effect during that portion of such consecutive 12-month period in which such schedule was not in effect.

(c) If the Additional Bonds are to be issued for the purpose of refunding all or a portion of any series of Outstanding Bonds, the issuance of such Additional Bonds shall either result in a net present value debt service savings of not less than 2% of the principal amount of the Bonds to be refunded or the issuance of such Additional Bonds shall satisfy the applicable tests set forth in Section 9.01(a) and Section 9.01(b).

(d) The Municipality covenants and provides in this Bond Resolution that the Additional Bonds Resolution shall provide that the Debt Service Reserve Account shall be additionally fully funded in an amount equal to the Reserve Account Requirement.

(e) The Additional Bonds Resolution must provide that principal shall mature on the Payment Date on which principal is due and interest shall come due on the Payment Date on which interest is due.

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

(g) The Municipality shall not issue any obligations whatsoever payable from the Net Revenues of the System which rank equally as to lien and source and security for their payment from such Net Revenues with the Bonds, except in the manner and under the conditions provided in this Section. The Municipality may issue bonds junior and subordinate to the Bonds at any time, provided that the issuance of such bonds does not violate any covenants of the Municipality concerning any of its then Outstanding Bonds.

SECTION 9.02. DEFEASANCE OF SERIES 2025A BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Series 2025A Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Resolution, then the pledge of any Net Revenues, and other funds and securities pledged under this Bond Resolution and all covenants, agreements, and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate, and become void and be discharged and satisfied.

The Series 2025A Bonds or interest installments for the payment or redemption of which funds shall have been set aside and shall be held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All Outstanding Series 2025A Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of said Series 2025A Bonds are to be redeemed on any date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2025A Bonds on said date, (b) there shall have been deposited with the Paying Agent either funds in an amount which shall be sufficient, or funds which shall be invested in direct obligations of the United States of America or obligations the principal of and interest on which is guaranteed by the United States of America and which are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof, the principal of and the interest on which obligations when due will provide funds which, together with the funds, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal or redemption price, if applicable, and interest due and to become due on said Series 2025A Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Series 2025A Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Series 2025A Bonds and notice to the Holders of such Series 2025A Bonds has been given that the deposit required by (b) above has been made with the

Paying Agent and that said Series 2025A Bonds are deemed to have been paid in accordance with this Section and stating such maturing or redemption date upon which funds are to be available for the payment of the principal or redemption price, if applicable, on said Series 2025A Bonds on such date. Neither investments nor funds deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Series 2025A Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.04 of this Bond Resolution maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, on the interest date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

Amounts paid by the Bond Insurer, if any, to the Holders of the Series 2025A Bonds shall not constitute the payment of the Series 2025A Bonds pursuant to this Section, and the Series 2025A Bonds shall continue to be Outstanding and the amounts due thereon shall continue to be due and owing hereunder until paid in accordance with this Bond Resolution.

ARTICLE X
NOTICE OF BOND SALE

SECTION 10.01. NOTICE OF BOND SALE. 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 two 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 shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and/or the City Clerk, delivery or execution thereof to be conclusive evidence of such approval:

NOTICE OF BOND SALE

$7,000,000
COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025
OF THE
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 $7,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025, of the Municipality (the "Series 2025A Bonds), on Tuesday, __________, 20__, until the hour of __________ C.D.T.

The City Clerk of the Municipality (the "City Clerk") will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place. Immediately following __________ on Tuesday, __________, 20__, the bids will be publicly opened and read, for consideration by the Governing Body at their regular meeting at 5:30 p.m. C.D.T. on Tuesday, __________, 20__. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Series 2025A Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Series 2025A Bonds will be dated and bear interest from __________ 1, 20__; will be delivered in definitive form as registered bonds; will be in the denomination of $5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one 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, payable on __________ 1, 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 (this "Notice").

MATURITIES: The Series 2025A Bonds will mature serially, with option of prior payment, on __________ 1 in each of the years and amounts as follows:

YEAR	AMOUNT

REDEMPTION: The Series 2025A Bonds maturing after __________ 1, 20__, are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after __________ 1, 20__, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity. Interest shall cease to accrue on any of the Series 2025A Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for. At least 30 days before the redemption date of any Series 2025A Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (1) to be filed with the Paying Agent (as hereinafter defined) and (2) to be mailed, postage prepaid, to all Registered Owners of the Series 2025A Bonds at their addresses as they appear on the registration books of the Paying Agent, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid, the place or places at which payment shall be made and, if less than all of the Series 2025A Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025A Bonds to be redeemed.

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Series 2025A Bonds (the "Preliminary Aggregate Principal Amount") and the annual principal amounts of each series of the Series 2025A Bonds (the "Preliminary Annual Principal Amounts" and collectively, with reference to the Preliminary Aggregate Principal Amounts, the "Preliminary Amounts") set forth in this Notice may be revised before the viewing of bids for the purchase of the Series 2025A Bonds, as may the bid parameters set forth herein. Any such revisions (in case of revised principal amounts, the "Revised Aggregate Principal Amount", the "Revised Annual Principal Amounts" and the "Revised Amounts") WILL BE GIVEN BY NOTIFICATION PUBLISHED ON www.I-dealProspectus.com NOT LATER

THAN 4:00 P.M., C.D.T. ON THE DAY PRECEDING THE RECEIPT OF BIDS. In the event that no such revisions are made, the Preliminary Amounts will constitute the Revised Amounts and will remain as stated in this Notice, and the bid parameters shall remain as set for the herein. BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED AMOUNTS AND BID PARAMETERS, IF ANY. Prospective bidders may request notification of any revisions in the Preliminary Amounts and bid parameters by so advising and emailing Stephens Inc., Ridgeland, Mississippi, the Municipality's "independent registered municipal advisor" (the "Municipal Advisor"), at max.neely@stephens.com by 12:00 p.m., C.D.T., at least one day prior to the date for receipt of the bids.

CHANGES TO MATURITY SCHEDULE: The Municipality intends, but is not obligated, to adjust the Revised Aggregate Principal Amount of each series of the Series 2025A Bonds and the Revised Annual Principal Amount of each series of the Series 2025A Bonds in such manner as to produce approximately level debt service in years 20__ to 20__. The Municipality reserves the right to change the Revised Aggregate Principal Amount of each series of the Series 2025A Bonds and the Revised Annual Principal Amounts of each series of the Series 2025A Bonds after determination of the winning bidder(s), by increasing or decreasing such Revised Aggregate Principal Amounts and such Revised Annual Principal Amounts by up to 30%. The maximum amount of the Series 2025A Bonds will not exceed $7,000,000. No changes beyond those disclosed above will be made without the consent of the applicable Successful Bidder. Such changes, if any, will determine the final annual principal amount of each maturity of each series of the Series 2025A Bonds (the "Final Annual Principal Amounts") and the final aggregate principal amount of each series of the Series 2025A Bonds (the "Final Aggregate Principal Amount"). The dollar amount bid by the successful bidder for each series of the Series 2025A Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of the Series 2025A Bonds. The interest rates specified by the successful bidder for the various maturities at the initial reoffering prices will not change. A SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BIDS OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS.

The Municipality anticipates that the Final Annual Principal Amounts of each series of the Series 2025A Bonds and the Final Aggregate Principal Amount of each series of the Series 2025A Bonds will be communicated to the successful bidder(s) prior to the award of such Bonds. THE DOLLAR AMOUNT BID BY EACH SUCCESSFUL BIDDER FOR THE PURCHASE OF THE SERIES 2025A BONDS WILL BE ADJUSTED TO REFLECT ANY CHANGE IN THE ANNUAL PRINCIPAL AMOUNTS BASED UPON THE ASSUMPTION THAT THE COUPON RATES, REOFFERING PRICES, AND THE UNDERWRITER'S DISCOUNT (EXCLUDING ORIGINAL ISSUE DISCOUNT/PREMIUM) STATED AS A PERCENTAGE OF THE AGGREGATE PRINCIPAL AMOUNT, AS SPECIFIED BY SUCH SUCCESSFUL BIDDER, WILL NOT CHANGE.

BASIS OF AWARD: If an award is made, the Series 2025A Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality for such Bonds as determined by reference to the Revised Aggregate Principal Amounts, prior to post-sale adjustments, as discussed in the paragraph above. The lowest true interest cost will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Series 2025A Bonds (compounded semi-annually from the dated date of such

Bonds) produces a value equal to the purchase price of such Bonds. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. In the event that two or more of the bidders offer to purchase the Series 2025A Bonds at the same lowest true interest cost, the Governing Body shall determine in their sole discretion (but in accordance with fact) which of the bidders shall be awarded such series of the Series 2025A Bonds. The Governing Body reserves the right to waive any irregularity or informality in any bid, and to reject any or all bids, and notice of rejection of any bid will be made promptly. Unless all bids are rejected, award of the Series 2025A Bonds will be made by the Governing Body on the sale date.

AUTHORITY AND SECURITY: The Series 2025A Bonds will be issued pursuant to the authority of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and the resolutions of the Municipality adopted __________, 20__, authorizing and directing the issuance of the Series 2025A Bonds (the "Bond Resolution"). The principal of, premium, if any, and interest on the Series 2025A Bonds will be payable solely from (i) a sufficiency of the revenues derived from the operation of the System (as defined herein) of the Municipality, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System, the payment of the $10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, dated and issued May 1, 2019, and maturing May 1, 2039 (the "Series 2019 Bonds"), and the payment of any loans from the State of Mississippi (the "State") as of the date of issuance of the Series 2025A Bonds (the "Loans"), and (ii) the Current Debt Service Account and the Debt Service Reserve Account provided for in the Bond Resolution, both of which sources have been pledged on a parity of lien with the Series 2019 Bonds, the Loans, and any Additional Bonds issued in the future as authorized in the Bond Resolution.

PURPOSE: The Series 2025A Bonds are being issued to provide funds for improvements, repairs, and extensions to the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality (the "System").

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for $7,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025, 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 at l.hardin@cityofstarkville.org, from Stephens Inc., Ridgeland, Mississippi (the "Municipal Advisor"), at max.neely@stephens.com, or from Watkins & Eager PLLC, Jackson, Mississippi ("Bond Counsel") at bdavis@watkinseager.com.

Electronic bids for the Series 2025A Bonds must be submitted to PARITY® via the BiDCOMP Competitive Bidding System. An electronic bid made through the facilities of BiDCOMP/PARITY® shall be deemed an offer to purchase in response to this Notice and shall be binding upon the bidder as if made by a signed sealed written bid made to the Municipality. To the extent any instructions or directions set forth in BiDCOMP/PARITY® conflict with the terms of this Notice, this Notice shall prevail. The Municipality shall not be responsible for any malfunction or mistake made by or as a result of the use of electronic bidding facilities. The use of such facilities is at the sole risk of the bidders. Subscription to I-Deal's BiDCOMP/PARITY® Competitive Bidding System by a bidder is required in order to submit an electronic bid. The Municipality will not confirm any subscription or be responsible for the failure of any prospective bidder to subscribe. Both written bids and electronic bids must be unconditional and received by the Municipality and/or BiDCOMP/PARITY®, respectively, on or before __________, on Tuesday, __________, 20__, as stated above. The Municipality is not liable for any costs incurred in the preparation, delivery, acceptance, or rejection of any bid.

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 Series 2025A Bonds shall not bear a greater overall maximum interest rate to maturity than 13% per annum, nor shall the interest rate for any one maturity exceed 13% per annum. No Series 2025 Bond shall bear more than one rate of interest; each Series 2025 Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Series 2025A Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent ($1/8^{th}$ of 1%) or one-tenth of one percent ($1/10^{th}$ of 1%), and a zero rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a wire transfer, cashier's check, certified check, or exchange, issued or certified by a bank, payable to the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the amount of $140,000, as a guaranty that the bidder will carry out its contract and purchase the Series 2025A Bonds if its bid be accepted. All wire transfers, cashier's checks, certified checks, or exchanges of unsuccessful bidders will be returned immediately after award of the Series 2025A Bonds. If the successful bidder fails to purchase the Series 2025A Bonds pursuant to its bid and contract, then the amount of such good faith check shall 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 Series 2025A 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 Series 2025A Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Series 2025A Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Series 2025A 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: If an award of the Series 2025A Bonds is made, the Series 2025A Bonds will be awarded to the bidder whose bid results in the lowest true interest cost to the Municipality. The lowest true interest cost of the Series 2025A Bonds will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Series 2025A Bonds (compounded semi-annually from the dated date of the Series 2025A Bonds) produces a value equal to the purchase price of the Series 2025A Bonds. For the purpose of calculating the true interest cost, the principal amount of any term bonds scheduled for mandatory sinking fund redemption (if any) shall be treated as a serial maturity in each year. Each bidder is required to specify its calculation of the true interest cost resulting from its bid, but such information shall not be treated as part of its proposal. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Series 2025A Bonds, or rejection of bids, will be made by the Governing Body within said period of time, and the Governing Body will give a verbal notice to the winning bidder, if any, within approximately one hour of such decision..

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 Series 2025A Bonds if the Series 2025A 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 Series 2025A Bonds if within 5 days after the tender of the Series 2025A Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Series 2025A 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 initial payment agent for the Series 2025A Bonds will be __________, __________, __________ (the "Paying Agent"). 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 Series 2025A Bonds are issued. Both principal of and interest on the Series 2025A Bonds will be payable by check or draft mailed to Registered Owners of the Series 2025A Bonds as of the fifteenth 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 Series 2025A 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 Series 2025A 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 Series 2025A Bonds and the denominations in which the Series 2025A 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 Series 2025A 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, the Municipal Advisor will request that the CUSIP Service Bureau assign CUSIP identification numbers to the Series 2025A Bonds, which numbers will be printed on the Series 2025A Bonds. The successful bidder will be responsible for the costs of assigning CUSIP numbers to the Series 2025A Bonds. Neither the failure to print a CUSIP number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Series 2025A Bonds in accordance with this Notice.

LEGAL OPINION; CLOSING DOCUMENTS: The Series 2025A Bonds are offered subject to the unqualified approval of the legality thereof by Bond Counsel. In the opinion of Bond Counsel, interest on the Series 2025A 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 Series 2025A 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 Series 2025A Bonds, evidencing that no litigation is pending in any way affecting the legality of the Series 2025A 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 Series 2025A 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 Series 2025A Bonds.

BONDS NOT "QUALIFIED TAX-EXEMPT OBLIGATIONS": The Municipality has **not** designated the Series 2025A 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 its date, except for the omission of the offering prices, interest rates, and any other terms of the Series 2025A 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 Series 2025A 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 Series 2025A Bonds and shall execute and deliver to the Municipality at the closing for the Series 2025A 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 Series 2025A 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 Series 2025A Bonds) will apply to the initial sale of the Series 2025A 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 Series 2025A Bonds to the bidder who submits a firm offer to purchase the Series 2025A 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 Series 2025A 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 Series 2025A 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 Series 2025A Bonds satisfies the 10% test as of the date and time of the award of the Series 2025A 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 Series 2025A 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 Series 2025A Bonds will be subject to the 10% test in order to establish the issue price of the Series 2025A Bonds. If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2025A 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 Series 2025A Bonds has occurred, until the 10% test has been satisfied as to the Series 2025A 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 Series 2025A 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 Series 2025A 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 Series 2025A 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 Series 2025A 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 Series 2025A 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 Series 2025A 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 Series 2025A 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 Series 2025A Bonds to the public), (c) a purchaser of any of the Series 2025A 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 Series 2025A 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 Series 2025A Bonds will relieve the successful bidder from its obligation to purchase the Series 2025A Bonds.

MUNICIPAL BOND INSURANCE: The Municipality has provided information to prospective bond insurance companies in order to qualify the Series 2025A Bonds under their respective optional bidding programs. If the successful bidder or bidders for the Series 2025A Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Series 2025A Bonds, the successful bidder or bidders does so at its own risk and its own expense. The obligation of the successful bidder to pay for the Series 2025A Bonds shall not be conditioned on the issuance of a municipal bond insurance policy. The Municipality will cooperate with the successful bidder in obtaining such insurance, but the Municipality will not enter into any additional agreements with a bond insurer. Without limiting the generality of the foregoing, the successful bidder will be responsible for all costs, expenses, and charges associated with the issuance of such insurance, including but not limited to the premium for the bond insurance policy.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on __________, 20__.

____
Lesa Hardin, City Clerk

Publication Information:
The Starkville Daily News
__________, 20__, and __________, 20__

ARTICLE XI
BOND INSURANCE; BOND RATING; AMENDMENTS; MISCELLANEOUS

SECTION 11.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Series 2025A Bonds by those who shall hold the same from time to time, this Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Bondholders, and the covenants and agreements herein set forth to be performed by the

Municipality shall be for the equal benefit, protection, and security of the legal holders of any and all of the Series 2025A Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2025A Bonds over any other thereof except as expressly provided therein and herein.

SECTION 11.02. BOND INSURANCE AND RATING AUTHORIZED.

(a) The Mayor is hereby authorized to execute a commitment for a Bond Insurance Policy and to do such other things and take such other actions as may be necessary to obtain the Bond Insurance Policy for the Bonds if the Mayor determines that obtaining the Bond Insurance Policy is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds.

(b) The provisions of the Bond Insurance Policy (if any) and the commitment pertaining thereto, together with any attachments and documents referenced therein, as long as the Bond Insurance Policy remains outstanding and the Bond Insurer has not failed to comply with its payment obligations thereunder and notwithstanding anything contained in this Bond Resolution to the contrary, shall govern and are made a part of this Bond Resolution as though set forth in full herein. In addition to all notices and reporting requirements specifically set forth herein, the Bond Insurer shall be provided with such additional information as the Bond Insurer may reasonably request from time to time.

(c) The Mayor is hereby authorized to obtain a bond rating with regard to the sale of the Series 2025A Bonds, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if the Mayor determines that obtaining the bond rating or ratings is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds.

(d) The Mayor is hereby authorized to obtain a Reserve Fund Surety Bond for the Series 2025A Bonds, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto, if the Mayor determines that obtaining the Reserve Fund Surety Bond is in the best interests of the Municipality or that the Municipality may realize a savings in connection with the issuance of the Series 2025A Bonds.

(e) The Series 2025A Bonds are issued subject to certain requirements and covenants set forth in this Bond Resolution, including without limitation those requirements and covenants pertaining to the Bond Insurance Policy, if any, and the Reserve Fund Surety Bond, if any, for the Series 2025A Bonds.

SECTION 11.03. 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 two-thirds (2/3^{rds}) or more in principal amount of the Series 2025A Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2025A Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to fix, maintain, and collect rates, fees, rents, and other charges for the System or to pay the interest and principal on the Series 2025A Bonds, as the same mature and become due, from the Net Revenues of the System, or reduce such percentage of Holders of the Series 2025A Bonds required above for such modification or amendment without the consent of the Holders of all of the Series 2025A Bonds.

(b) The foregoing shall 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 shall 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;

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

(4) to provide for the use of a Reserve Fund Surety Bond in the Debt Service Reserve Account; or

(5) to provide for the issuance of Additional Bonds.

(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 Series 2025A Bonds with the consent of the Purchaser and the Bond Insurer, if any.

SECTION 11.04. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions of this Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions, and shall in no way affect the validity of any of the other provisions of this Bond Resolution or of the Series 2025A Bonds issued hereunder.

SECTION 11.05. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Series 2025A Bonds or the date fixed for redemption of any Series 2025A Bonds, or the date on which any funds are required to be deposited into a fund pursuant hereto, shall be a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a fund, and no interest shall accrue for the period after such date.

SECTION 11.06. OFFICIAL STATEMENT; CONTINUING DISCLOSURE. (a) 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 A**.

(b) 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.

(c) 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.

(d) 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 11.07. REOFFER OF SERIES 2025A BONDS. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Series 2025A Bonds and the Payment Dates for principal and interest, that in the event the delivery of the Series 2025A Bonds is delayed by a contest of the validation of the Series 2025A Bonds or otherwise, and the initial Purchaser shall decline to take delivery of the Series 2025A Bonds, then the Series 2025A 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 first day that is more than six months from the actual date of the Series 2025A Bonds as provided by the subsequent resolution directing the sale thereof, and continuing through the final maturity dates of the Series 2025A Bonds. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing on the next following such actual date of the Series 2025A Bonds. After the validation of the Series 2025A Bonds, no amendment, revision, or supplement contemplated by this Section shall be cause for the re-submission of the proceedings for the issuance of the Series 2025A 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 11.08. ALLOCATION OF FUNDS. Whenever any amounts are required by this Bond Resolution to be on deposit in a specified account or fund, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other funds of the Municipality in a combined deposit or investment.

SECTION 11.09. BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT, AND REGISTERED OWNERS. Nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Municipality, the Paying Agent, and the Registered Owners of the Series 2025A Bonds, any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Municipality shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, and the Registered Owners of the Series 2025A Bonds.

SECTION 11.01. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Procedures in substantially the form attached hereto as **Attachment B.**

ARTICLE XII
FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE

SECTION 12.01. FURTHER ACTION. At some appropriate time hereafter, this Governing Body shall take such further action as may be necessary to provide for the preparation, execution, issuance and delivery of the Series 2025A Bonds.

SECTION 12.02. REPEALING CLAUSE AND EFFECTIVE DATE. All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of this Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective immediately upon the adoption thereof.

SECTION 12.03. ENGAGEMENT OF PROFESSIONALS. The Governing Body hereby affirms prior actions to authorize and approve the engagement of Stephens Inc., Ridgeland, Mississippi, to serve as "Independent Registered Municipal Advisor" to the Municipality (the "Municipal Advisor") in connection with the issuance of the Series 2025A Bonds.

Following the reading of the foregoing resolution and discussion thereof, Alderman Hamp Beatty offered and Alderman Mike Brooks seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	**voted: yea**
Alderman Mike Brooks	**voted: yea**
Alderman Kim Moreland	**voted: yea**
Alderman Roy A'. Perkins	**voted: yea**
Alderman Jeffrey Rupp	**voted: yea**
Alderman Sandra C. Sistrunk	**voted: yea**
Alderman Henry N. Vaughn, Sr.	**voted: yea**

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried, and the resolution adopted on this day, October 1, 2024.

City of Starkville, Mississippi

D. Lynn Spruill

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin

Lesa D. Hardin, City Clerk

CITY OF STARKVILLE STATE OF MISSISSIPPI

(seal)

Attachment A

Preliminary Official Statement

Attachment B

Post Issuance Compliance Procedures

PROCEDURES FOR POST-ISSUANCE COMPLIANCE

$7,000,000
COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025
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 Municipality will 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 Municipality 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 Municipality designates the City Clerk of the Municipality (the "City Clerk") and the General Manager of the combined water and sewer system of the Municipality (the "General Manager") as the primary persons responsible for compliance with this policy (together, the "Responsible Parties"). The Responsible Parties will coordinate efforts with the Mayor and Board of Aldermen and other parties working with the Municipality 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 Municipality 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 Municipality or its tax-exempt financings for, or in relation to conduit transactions with, the Municipality

With respect to each issue of tax-exempt bonds, the Municipality hereby requires, and each Municipality agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in "Private Business Use" (below) that relates to a bond financed facility

Separate Bank Account

Many of the Code provisions related to tax exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Municipality 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 will monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Municipality 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*

<u>Expenditures and Assets</u>

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 Municipality will 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

<u>Private Business Use</u>

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 Municipality is not in compliance with the arbitrage requirements imposed by the Code or the Municipality 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 Municipality determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Municipality 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 Municipality are selected for examination by the IRS, the Municipality will retain qualified and experienced counsel to represent the Municipality and will work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Municipality.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Municipality.

City of Starkville, Mississippi

____

City Clerk

____

General Manager

Dated: __________, 20__

(seal)

27. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND ORDINANCE 2017-05 AND MUNICODE §4.3.02(B) TO REFLECT CHANGES RELATED TO THE REQUIREMENT FOR A PERCENTAGE OF FOOD SALES AND THE REQUIREMENT FOR KITCHEN FACILITIES IN ORDER TO APPROVE THE SALE OF BEER AND LIGHT WINE.

Alderman Rupp, duly seconded by Alderman Brooks, offered a motion for the Board of Aldermen to call for the first of two public hearings to amend Ordinance 2017-05 and Municode §4.3.02(B) to reflect changes related to the requirement for a percentage of food sales and the requirement for kitchen facilities in order to approve the sale of beer and light wine. The Board voted as follows:

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

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

28. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 23, 2024 for fiscal year ending 9/30/24, 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 Kim Moreland 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, Mayor Spruill declared the motion passed.

		Fiscal Year 2024	Fiscal Year 2025
General Fund	001	$ 271,758.90	$ 68,825.00
Airport Fund	015	23,078.09	3,025.00
Sanitation / Environ Services	022	18,407.04	19,248.11
Capital Projects Fund	300	8,865.91	
2022 GO Bonds	305	1,147,476.33	
Parks Capital Project Fund (2023)	312	996,806.10	
Spring St/Hwy 12 Linkage TAP	313	83,487.66	
Park and Rec Tourism	375	51,099.00	
BUILD Grant/ MS 182/MLK Dr	377	42.33	
Economic Dev, Tourism & Conv	630	142,121.65	
Sub Total Before Utilities		$ 2,743,143.01	$ 91,098.11
Utilities Dept.	SED	324,331.82	
Total Claims	Total	$ 3,067,474.83	$ 91,098.11

29. MOTION TO RECESS UNTIL OCTOBER 15, 2024 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to recess the meeting until October 15, 2024 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 5th DAY OF NOVEMBER, 2024.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK