MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 5, 2024

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 5, 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, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Sistrunk asked to add item B (Bond) under Board 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 Moreland, to approve the November 5, 2024 Official Agenda as amended. 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, NOVEMBER 5, 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 OCTOBER 1, 2024 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 11, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 15, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
   Utility Workshops:
   Nov 6: 11 am– Emerson Center, 5 pm- First Presbyterian and 6:30 pm- Sportsplex
   Nov 7: 11 am – Sportsplex, 12:30 pm – Sportsplex and 5:15 pm – Episcopal Church

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

A. SECOND PUBLIC HEARING OF AMENDING THE ORDINANCE 2021-07 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 AND TO ADD THE REQUIREMENTS FOR BUSINESSES THAT SERVE ALCOHOL TO PROVIDE SECURITY AND INSTALL CAMERAS AND FOR OTHER RELATED PURPOSES.

B. PUBLIC HEARING AND CONSIDERATION OF VA 24-04: A REQUEST FOR A VARIANCE FROM FRONT AND REAR SETBACK REQUIREMENTS LOCATED AT 200 PILCHER STREET IN A TN-E ZONING DISTRICT.

C. FIRST PUBLIC HEARING TO AMEND THE UNIFIED DEVELOPMENT CODE.

D. PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (222 SANTA ANITA, 815 W MS HWY 12, 100 MARTIN LUTHER KING JR DRIVE AND LOT 5B & PT LOT 5 & LOT 12 CITY BLOCK 10) 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.

E. PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 1443 FIRE STATION RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118 -27-017.00, 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 DEMOLITION COULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING A RESOLUTION TO PLACE THE LIEN ON 617 WEST MAIN STREET THAT WAS PREVIOUSLY APPROVED FOR CLEANING AND/OR DEMOLITION.

B. CONSIDERATION OF APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE, OKTIBBEHA COUNTY ACTING THROUGH THE OKTIBBEHA COUNTY EMERGENCY MANAGEMENT AGENCY (LEPC) FOR THE ACCEPTANCE AND PAYMENTS FOR THE HAZMAT GRANT UNDER THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM (HMEP).

C. CONSIDERATION OF APPROVING THE TWO MEMORANDA OF UNDERSTANDINGS BETWEEN THE CITY AND MISSISSIPPI DEPARTMENT OF FINANCE FOR THE

APPROPRIATION FUNDS ASSOCIATED WITH SECTION 10 OF SENATE BILL 2468, 2024 REGULAR LEGISLATURE SESSION, FOR COSTS ASSOCIATED WITH THE MAIN STREET PROJECT.

X. BOARD BUSINESS

A. CONSIDERATION TO RE-APPOINT MS. SOPHIA NICKELS, THE SOLE APPLICANT, TO FILL A VACANCY WITH THE HOUSING AUTHORITY BOARD FOR A FIVE-YEAR TERM ENDING NOVEMBER 6, 2029.

B. 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 2025B, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF $8,000,000 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 2025B 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 2025B 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 2025B BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025B BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025B BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025B BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025B BONDS; AND FOR RELATED PURPOSES.

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 AMENDMENT 1 TO THE 2025 STREET IMPROVEMENT LISTING.

2. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE CITY OF STARKVILLE TREE MAINTENANCE TERM CONTRACT.

3. CONSIDERATION OF APPROVING THE LOW QUOTE IN THE AMOUNT OF $17,306.50 FROM AMBIANCE LANDSCAPE FOR LANDSCAPING ON THE SOUTHWEST CORNER OF THE HIGHWAY 12 AND SPRING STREET INTERSECTION, IN FRONT OF EXPRESS CARE CLINIC.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 28, 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
THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JONQUAVIOUS IVY AND TYLAN ODEN AS SEASONAL SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE MARK NANCE AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING / UTILITIES DEPARTMENT.

3. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY FOR A STARKVILLE SANITATION WORKER.

4. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF A DISCIPLINARY ISSUE FOR A STARKVILLE POLICE OFFICER.

5. REQUEST AUTHORIZATION TO HIRE CURT WARD AS A LINEMEN IN STARKVILLE UTILITIES.

6. REQUEST AUTHORIZATION TO HIRE LANDON BENNETT, CALEB CISTRUNK, MORGAN FISHEL, QUAN'TERRIOUS JOHNSON, JOSH MCDONALD AND JOSHUA PFAHLER AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

7. REQUEST FOR AUTHORIZATION TO HIRE MADISON AUDO AND AUTUMN WYLIE AS PART-TIME DISPATCHERS IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL FOR YEARLY RENEWAL OF STRATOCAST CAMERA STORAGE AND MONITORING SOFTWARE FOR POLICE DEPARTMENT CAMERAS.

2. REQUEST APPROVAL OF PURCHASE OF 5 CAMERAS FOR THE POLICE DEPARTMENT CAMERA PROJECT FOR THE LOWEST QUOTE AMOUNT OF $19,940 FROM SECURITY SOLUTIONS.

I. PARKS

1. CONSIDERATION OF APPROVING CHANGE ORDER #1 FOR THE MCKEE PARK IMPROVEMENTS PROJECT IN THE AMOUNT OF A $ 163,822.47 INCREASE TO THE CONTRACT WITH ETHOS CONTRACTING GROUP.

2. CONSIDERATION OF APPROVING A CONSULTING SERVICES CONTRACT WITH DD CONSULTING, LLC FOR A NOT TO EXCEED AMOUNT OF $36,000.00 FOR CURRENT PARKS PROJECTS.

J. POLICE DEPARTMENT

1. POLICE

a. CONSIDERATION TO DECLARE A 2013 DODGE CHARGER, VIN ENDING IN 4659 AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM, DISCARD, OR SELL DIRECTLY TO A SCRAP DEALER.

2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF ACCEPTING THE LOW BID FOR THE INFLUENT PUMP STATION REHABILITATION PROJECT FROM HEMPHILL CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF $1,481,630.00 WITH $720,000 FROM AN ARC GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

2. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM TRANSARMOUR INC. FOR 17 ELECTRIC TRANSFORMERS TO BE REBUILT IN THE AMOUNT OF $19,725.00 WHICH ARE COMPATIBLE WITH CURRENT EQUIPMENT.

3. REQUEST AUTHORIZATION TO EXECUTE A SERVICE CONTRACT FOR PROFESSIONAL SERVICES FOR IT SUPPORT AND ASSISTANCE WITH SYNERGETICS, INC. DOING BUSINESS AS ENDEAVOR IT WITH A NOT TO EXCEED AMOUNT OF $30,000.

4. CONSIDERATION OF APPROVAL TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT AN APPALACHIAN REGIONAL COMMISSION (ARC) APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF STARK ROAD WASTEWATER IMPROVEMENTS.

5. REQUEST AUTHORIZATION OF TASK ORDER #1 WITH GARVER, LLC FOR THE DESIGN AND BID PHASE SERVICES RELATED TO THE HEADWORKS IMPROVEMENTS PROJECT.

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. <u>OPEN SESSION</u>

XIV. EXECUTIVE SESSION

Investigative proceedings

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 19, 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 – 28:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 1, 2024 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the October 1, 2024 meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 11, 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 Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the October 11, 2024 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE OCTOBER 15, 2024 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the October 15, 2024 meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVING A RESOLUTION TO PLACE THE LIEN ON 617 WEST MAIN STREET THAT WAS PREVIOUSLY APPROVED FOR CLEANING, AND/OR DEMOLITION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval to authorize the lien on 617 West Main Street that will compensate the city in the amount of $4,358.527 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 as to case #22-000562 " is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY ACTING THROUGH THE OKTIBBEHA COUNTY EMERGENCY MANAGEMENT AGENCY (LEPC) FOR THE ACCEPTANCE AND PAYMENTS FOR THE HAZMAT GRANT UNDER THE HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM (HMEP).

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the MOU between the City and Oktibbeha County and LEPC for the grant funds associated with the HAZMAT fire grant" is enumerated, this consent item is thereby approved. The MOU follows the Item 8 Bond Resolution.

7. CONSIDERATION TO RE-APPOINT MS. SOPHIA NICKELS, THE SOLE APPLICANT, TO FILL A VACANCY WITH THE HOUSING AUTHORITY BOARD FOR A FIVE-YEAR TERM ENDING NOVEMBER 6, 2029.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval to appoint Ms. Sophia Nickles, the sole applicant, to fill a vacancy with the Starkville Housing Authority Board for a five-year term ending November 6, 2029" is enumerated, this consent item is thereby approved.

8. 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 2025B, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF $8,000,000 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 2025B 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 2025B 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 2025B BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025B BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025B BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025B BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025B BONDS; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and directing the issuance of combined Water and Sewer System Revenue Bonds, Series 2025B, of the City of Starkville, Mississippi, in the principal amount of $8,000,000 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 2025B 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 2025b 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 2025B bonds; authorizing bond insurance; authorizing a bond rating; offering the Series 2025B bonds for sale; approving and authorizing the distribution of a preliminary official statement pertaining to the sale of the Series 2025B bonds; authorizing the execution and distribution of an official statement pertaining to the sale of THE Series 2025B bonds; acknowledging and authorizing the execution of post issuance compliance procedures; authorizing the execution of a continuing disclosure agreement pertaining to the Series 2025B bonds; and for related purposes" is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2025B, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF $8,000,000 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 2025B 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 2025B 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 2025B BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2025B BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025B BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2025B BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2025B 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 2025B Bonds pursuant to the requirements of this Bond Resolution, the Series 2019 Bonds, the Series 2025A 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 2025B 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 2025B 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 November 5, 2024, by the Governing Body, authorizing and directing the issuance of the Series 2025B 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 2025B Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Series 2025B 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 2025B Bonds shall mean the date of issuance and delivery of the Series 2025B 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 2025B 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, and debt service on the Series 2019 Bonds, the Series 2025A Bonds, 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 2025B Bonds, and to serve as registrar and transfer agent for the registration of Registered Owners of the Series 2025B 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 2025B 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 2025B Bonds.

"Purchaser" shall mean the successful bidder for the Series 2025B Bonds, to be hereafter designated by resolution of the Governing Body.

"Record Date" shall mean, as to interest payments, the 15^{th} day of the month preceding the dates set for payment of interest on the Series 2025B Bonds and, as to payments of principal, the 15^{th} 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 2025A, of the Municipality, in the original principal amount of $7,000,000, dated the date of issuance thereof, , authorized and directed to be issued in the bond resolution adopted October 1, 2024, by the Governing Body.

"Series 2025B Bonds" shall mean the Combined Water and Sewer System Revenue Bonds, Series 2025, of the Municipality, in the original principal amount of $8,000,000, authorized and directed to be issued in this Bond Resolution adopted by the Governing Body.

"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.

"State" shall mean the State of Mississippi.

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

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

"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, October 1, 2024, the Governing Body adopted a resolution entitled, "**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE 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 "Resolution of Intent"), wherein the Governing Body found, determined, and adjudicated that it is necessary that the Series 2025B Bonds be issued in the amount, for the purpose, and secured as aforesaid, declared its intention to issue the Series 2025B Bonds, and fixed Tuesday, November 5, 2024, at 5:30 p.m., as the date and hour on which it proposed to authorize the issuance of the Series 2025B 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 October 11, 2024, October 18, 2024, and October 25, 2024, the third such publication on October 25, 2024, being more than 10 days prior to November 5, 2024, the date set for the filing of protests on the matter of authorizing the issuance of the Series 2025B Bonds. The proof of publication of the Resolution of Intent is attached hereto as **Attachment C**.

4. On Tuesday, November 5, 2024, at 5:30 p.m., the date and hour on which it was proposed to authorize the issuance of the Series 2025B 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, November 5, 2024, the Governing Body adopted this Bond Resolution wherein the Governing Body found, determined, and adjudicated that it was authorized to issue and sell the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds, issued and secured in the manner hereinafter provided in this Bond Resolution.

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 2025B Bonds in the maximum principal amount of $8,000,000, out of the authorized maximum principal amount of $8,000,000.

11. The estimated cost of the Project caused to be made by the Governing Body is $8,000,000, 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 2025B 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 2025B Bonds to provide funds for the Project, the Series 2025B Bonds to be payable solely from Net Revenues and certain funds provided for herein.

14. The amount of the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds will be used to carry out the governmental purposes of the Series 2025B Bonds within a three-year period beginning on the date of issuance of the Series 2025B Bonds.

19. The Series 2025B 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 2025B 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 2025B Bonds.

21. The Official Statement pertaining to the sale of the Series 2025B 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 2025B Bonds

25. The Governing Body desires to go forward with preparation for the issuance of the Series 2025B Bonds for the Project, and desires to affirm or approve the engagement of certain professionals to assist with the issuance of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds shall be deposited into the Improvement Fund.

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

SECTION 3.01. AUTHORIZATION AND TERMS OF THE SERIES 2025B BONDS. (a) The Series 2025B Bonds are hereby authorized and directed to be issued for the Project. The Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025B Bonds to be redeemed.

(3) Prior to the date fixed for redemption, funds shall be placed with the Paying Agent to pay the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds shall be paid and, without the necessity of presentation and surrender of the Series 2025B Bonds as set forth in Section 3.02(a) hereof, principal and premium, if any, of the Series 2025B 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 2025B 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 2025B Bonds at the principal office of the Paying Agent to the Registered Owners as of the Special Record Date of the Series 2025B 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 2025B BONDS; CONDITIONS TO DELIVERY OF THE SERIES 2025B BONDS. (a) The Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds; and

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

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

(f) The Series 2025B 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 2025B Bonds.

(g) When the Series 2025B 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 2025B 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 2025B 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 2025B Bonds shall remain Outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Series 2025B Bonds. The Paying Agent is hereby appointed registrar for the Series 2025B 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 2025B 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 2025B BONDS. The Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds remain Outstanding, the Municipality shall maintain at the office of the Paying Agent books for the registration and transfer of Series 2025B Bonds. The Paying Agent is hereby appointed Bond Registrar for the Municipality for the purpose of registration and transfer of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds is exercised, the Paying Agent shall authenticate and deliver Series 2025B 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 2025B 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 2025B 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 2025B Bonds, the date of the mailing of notice of such redemption.

SECTION 3.09. SERIES 2025B 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 2025B 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 are lost, stolen or destroyed, without surrender thereof. Any such duplicate Series 2025B 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 2025B Bonds be at any time found by anyone, and such duplicate Series 2025B 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 2025B Bonds issued hereunder.

SECTION 3.10. FORM OF THE SERIES 2025B BONDS. The Series 2025B 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 $8,000,000 (the "Series 2025B 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 2025B Bonds, adopted by the Governing Body on November 5, 2024 (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 $8,000,000, out of an authorized amount of $8,000,000, 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 2025B 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, on any date, in inverse order of maturity, as follows:

(a) Interest shall cease to accrue on any of the Series 2025B 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 2025B 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 2025B Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025B Bonds to be redeemed. If less than all of the outstanding Series 2025B Bonds of a maturity are to be redeemed, the particular Series 2025B 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 2025B Bonds (in integral multiples of $5,000), and for all purposes of this Series 2025 Bond, all provisions relating to the redemption of Series 2025B 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 2025B Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2025B 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 2025B Bonds to be redeemed, as provided in the Bond Resolution, the interest on any Series 2025B Bonds so called for redemption payable subsequent to the redemption date shall cease to accrue, such Series 2025B Bonds shall cease to be entitled to any benefit or security under the Bond Resolution, and the Record Date Registered Owners of such Series 2025B 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 2025B 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"), the payment of the $7,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025A, dated and issued __________, 20__, and maturing __________, 20__ (the "Series 2025A Bonds"), and the payment of any loans from the State as of the date of issuance of the Series 2025B 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 Series 2025A 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 2025B 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 2025B 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 2025B Bonds are secured on a parity of lien with the Series 2019 Bonds, the Series 2025A 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 2025B 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 2025B 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 2025B 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)**

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Series 2025 Bond is one of the Series 2025B 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: ____________________

REGISTRATION AND VALIDATION CERTIFICATE

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)

<u>ASSIGNMENT</u>

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)

____

(Authorized Officer)

____
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.

Date of Assignment: ____________________

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

<u>ARTICLE IV</u>
SECURITY FOR THE BONDS

SECTION 4.01. <u>SERIES 2025B BONDS SECURED BY PLEDGE OF NET REVENUES AND CERTAIN OTHER FUNDS</u>. 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 2025B Bonds are secured on a parity of lien with the Series 2019 Bonds, the Series 2025A 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 2025B BONDS ARE LIMITED OBLIGATIONS. The Series 2025B 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 2025B 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 2025B Bonds deposit an amount from the proceeds of the sale of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds and Bond Insurance Policy premiums, if any, for the Series 2025B 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 2025B 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 2025B 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 2025B BONDS.

(a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Series 2025B 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 2025B Bonds, including amounts treated as proceeds, if any, which will cause the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds in a manner or for a price which would cause any of the Series 2025B Bonds to be or become an arbitrage bond, within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price" or "fair market value".

(e) The Mayor and/or the City Clerk are hereby authorized to execute a "non-arbitrage and federal tax certificate" in connection with the sale and delivery of the Series 2025B Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Series 2025B Bonds and also setting forth certain covenants, stipulations, and certifications with respect to the investment and expenditures of the proceeds of the Series 2025B 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. OTHER COVENANTS REGARDING TAX EXEMPT STATUS.

(a) The Municipality shall take such actions as may be necessary in order to assure that the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds used with respect to any private business use which is related to a governmental use of such proceeds of the Series 2025B Bonds will not exceed the amount of proceeds of the Series 2025B Bonds which are used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Series 2025B 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 2025B Bonds be (under the terms of the Series 2025B 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 2025B Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Series 2025B Bonds, and (3) are payable directly or indirectly by the Municipality or from substantially the same source from which the Series 2025B Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds will be used to carry out the governmental purposes of the Series 2025B Bonds within a three-year period beginning on the date of issuance of the Series 2025B Bonds. No more than 50% of the proceeds of the Series 2025B 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 2025B 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 2025B Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds that they be able to obtain certificated Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 pursuant to Section 31-27-1 *et seq.*, Mississippi Code of 1972, as amended, 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 2025B BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Series 2025B 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 2025B Bonds and notice to the Holders of such Series 2025B Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that said Series 2025B 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 2025B 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 2025B 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 2025B Bonds shall not constitute the payment of the Series 2025B Bonds pursuant to this Section, and the Series 2025B 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

$8,000,000
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 $8,000,000 Combined Water and Sewer System Revenue

Bonds, Series 2025, of the Municipality (the "Series 2025B 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 2025B Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2025B Bonds to be redeemed.

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Series 2025B Bonds (the "Preliminary Aggregate Principal Amount") and the annual principal amounts of each series of the Series 2025B 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 2025B 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 2025B Bonds and the Revised Annual Principal Amount of each series of the Series 2025B 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 2025B Bonds and the Revised Annual Principal Amounts of each series of the Series 2025B 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 2025B Bonds will not exceed $8,000,000. 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 2025B Bonds (the "Final Annual Principal Amounts") and the final aggregate principal amount of each series of the Series 2025B Bonds (the "Final Aggregate Principal Amount"). The dollar amount bid by the successful bidder for each series of the Series 2025B Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of the Series 2025B 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 2025B Bonds and the Final Aggregate Principal Amount of each series of the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds will be made by the Governing Body on the sale date.

AUTHORITY AND SECURITY: The Series 2025B 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 resolution of the Municipality adopted November 5, 2024, authorizing and directing the issuance of the Series 2025B Bonds (the "Bond Resolution"). The principal of, premium, if any, and interest on the Series 2025B 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"), the payment of the $7,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025A, dated and issued __________, 20__, and maturing __________, 20__ (the "Series 2025A Bonds"), and the payment of any loans from the State of Mississippi (the "State") as of the date of issuance of the Series 2025B 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 Series 2025A Bonds, the Loans, and any Additional Bonds issued in the future as authorized in the Bond Resolution.

PURPOSE: The Series 2025B 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 $8,000,000 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 2025B 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 2025B 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 2025B 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 $160,000, as a guaranty that the bidder will carry out its contract and purchase the Series 2025B 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 2025B Bonds. If the successful bidder fails to purchase the Series 2025B 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 2025B 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 2025B Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Series 2025B Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Series 2025B Bonds as nominee of DTC, payments of principal and interest will be made directly to the 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 2025B Bonds is made, the Series 2025B 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 2025B 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 2025B Bonds (compounded semi-annually from the dated date of the Series 2025B Bonds) produces a value equal to the purchase price of the Series 2025B 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 2025B 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 2025B Bonds if the Series 2025B 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 2025B Bonds if within 5 days after the tender of the Series 2025B Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Series 2025B 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 2025B 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 2025B Bonds are issued. Both principal of and interest on the Series 2025B Bonds will be payable by check or draft mailed to Registered Owners of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds and the denominations in which the Series 2025B 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 2025B 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 2025B Bonds, which numbers will be printed on the Series 2025B Bonds. The successful bidder will be responsible for the costs of assigning CUSIP numbers to the Series 2025B 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 2025B Bonds in accordance with this Notice.

LEGAL OPINION; CLOSING DOCUMENTS: The Series 2025B 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 2025B 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 2025B 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 2025B Bonds, evidencing that no litigation is pending in any way affecting the legality of the Series 2025B 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 2025B 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 2025B Bonds.

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

MUNICIPAL BOND INSURANCE: The Municipality has provided information to prospective bond insurance companies in order to qualify the Series 2025B Bonds under their respective optional bidding programs. If the successful bidder or bidders for the Series 2025B Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Series 2025B 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 2025B 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 Nov. 5, 2024.

Lesa Hardin

Lesa Hardin, City Clerk

Publication Information:
The Starkville Daily News

Oct. 11, 2024,
Oct. 18, 2024, and Oct. 25, 2024

ARTICLE XI
BOND INSURANCE; BOND RATING; AMENDMENTS; MISCELLANEOUS

SECTION 11.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Series 2025B 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 2025B Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds.

(d) The Mayor is hereby authorized to obtain a Reserve Fund Surety Bond for the Series 2025B 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 2025B Bonds.

(e) The Series 2025B 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 2025B 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 (2/3rds) or more in principal amount of the Series 2025B Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2025B 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 2025B Bonds, as the same mature and become due, from the Net Revenues of the System, or reduce such percentage of Holders of the Series 2025B Bonds required above for such modification or amendment without the consent of the Holders of all of the Series 2025B 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 2025B 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 2025B 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 2025B Bonds or the date fixed for redemption of any Series 2025B 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 2025B BONDS. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Series 2025B Bonds and the Payment Dates for principal and interest, that in the event the delivery of the Series 2025B Bonds is delayed by a contest of the validation of the Series 2025B Bonds or otherwise, and the initial Purchaser shall decline to take delivery of the Series 2025B Bonds, then the Series 2025B 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 2025B Bonds as provided by the subsequent resolution directing the sale thereof, and continuing through the final maturity dates of the Series 2025B 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 2025B Bonds. After the validation of the Series 2025B 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 2025B 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 2025B 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 2025B 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 2025B 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 2025B Bonds.

Following the reading of the foregoing resolution and discussion thereof, **Alderman Jeffrey Rupp 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, November 5, 2024.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa D. Hardin, City Clerk

(seal)

<u>Attachment A</u>

Preliminary Official Statement

<u>Attachment B</u>
Post Issuance Compliance Procedures

PROCEDURES FOR POST-ISSUANCE COMPLIANCE

$8,000,000
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*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The Responsible Parties are responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The Responsible Parties will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

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

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by Bond Counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with Bond Counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the 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: Nov. 5, 20 24

(seal)

AFFP

ROI - Water Sewer Bonds Sville

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Ashley Doss, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 11, 2024, October 18, 2024, October 25, 2024

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Ashley Doss

Classified Clerk

Subscribed to and sworn to me this 25th day of October 2024.

Kathryn Lindsey

Kathryn Lindsey, Notary Public, Oktibbeha County, Mississippi

My commission expires: July 23, 2027

State of Mississippi
Kathryn Lindsey, Notary Public
Oktibbeha County
My Commission Expires July 23, 2027
Commission Number 368691

00001631 00105381

Brandi D. Ford
Watkins & Eager, PLLC (SDN)
P.O. Box 650
Jackson, MS 39205

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE 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:

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").

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.

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").

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

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.

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.

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").

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

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:

- This resolution is adopted pursuant to the Municipal Utilities Act and other applicable laws of the State.
- 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.
- The Bonds shall be payable from the revenues of the System.
- 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.
- 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.
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.
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.
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
/s/ D. Lynn Spruill, Mayor
/s/ Lesa D. Hardin, City Clerk
Publication Instructions:
Starkville Daily News
October 11, 2024; October 18, 2024; and, October 25, 2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is made and entered into as of the 5th day of November, 2024, by and among Oktibbeha County, Mississippi, (the "County") acting by and through its Board of Supervisors (the "Board") and its Oktibbeha County Emergency Management Agency (the "LEPC"), the City of Starkville Mississippi (the "City"), acting by and through its Mayor and Board of Aldermen to effectuate the grant requirements for the Hazardous Materials Emergency Preparedness Grant Program ("HMEP") through the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration.

WITNESSETH

WHEREAS, The City of Starkville and the Oktibbeha County Board of Supervisors and the LEPC share the same goals of enhancing local fire protection through the collaboration and sharing of resources; and

WHEREAS, the dangers of HAZMAT are real and must be combatted through the uses of multiple costly devices; and

WHEREAS, the flow test kit and X-Dock Modules and computers provide for the most current ability to measure flow and pressure on hose lines therefore providing optimum training and services to the multi-jurisdictional county and city personnel and residents; and

WHEREAS, the City and County and its LEPC services will all benefit from this coordination and improve the safety of the entire city and county area; and

WHEREAS, the Oktibbeha County LEPC was the named beneficiary through the application for HMEP grant of certain Federal funds in the amount of $16,759.71 with a required match of $4,189.93; and

WHEREAS, the City agrees to make the upfront purchases for the costs of the four (4) Dell Laptops, Flow Test Kit and gas detection monitors in the amount of $20,949.64; and

WHEREAS, the County through its LEPC and upon the submission of the receipt showing the purchase and the expenditure will timely submit the request for reimbursement to the HMEP authorized agency; and

WHEREAS, the County through its LEPC commits to timely reimburse the City for its approved funding of $16,759.71 upon the receipt of said funding from the authorized agency.

NOW THEREFORE, the Parties agree as follows:

1. The recitals above are incorporated into this MOU.
2. The County, by executing this MOU, is committing to repay the City for its upfront costs of the purchase of the materials and equipment approved by the grant in the amount of $16,759.71.
3. Any amendments to this Agreement shall be in writing and signed by all parties affected by such amendment or their respective successors and assigns.
6. This Agreement shall be governed by the laws of the State of Mississippi.
7. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but the same instrument.

If any clause, provision or paragraph of this Agreement be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or paragraph shall not affect remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

OKTIBBEHA COUNTY, MISSISSIPPI

By: ________________________
Marvel Howard, President
Oktibbeha County Board of Supervisors

Attest: ________________________
Sharon Livingston, Clerk of the Board

By: ________________________
Kristen Campanella, Director
Oktibbeha County LEPC

STARKVILLE, MISSISSIPPI

By: [signature]
D. Lynn Spruill, Mayor

CITY OF STARKVILLE STATE OF MISSISSIPPI

Attest: Lesa Hardin
Lesa Hardin, City Clerk

9. CONSIDERATION OF AMENDMENT 1 TO THE 2025 STREET IMPROVEMENT LISTING.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of Amendment #1 of the 2025 Street Improvement list" is enumerated, this consent item is thereby approved.

City of Starkville 2025 Street Improvement List - Amendment #1									
No	Street	Project Limits (from)	Project Limits (to)	Classification	Length	Width	Road Rating	Work Type	Total Estimate with Contingency & Testing
1	Spring St	Hwy 12	Russell St	Minor Arterial	1940	45	3	Patch, Mill, Overlay, Striping	$267,346
2	Louisville St	Hwy 12	Linden Cir	Minor Arterial	1675	50	4	Patch, Mill, Overlay, Striping	$203,357
3	N/S Montgomery St	E Lampkin St	Critz St	Minor Arterial	2955	33	4	Patch, Mill, Overlay, Striping	$251,917
4	S Montgomery St	Lynn Ln	Grand Ridge Rd	Minor Arterial	3700	37	4	Patch, Mill, Overlay, Striping	$349,490
5	E Gillespie St	S Montgomery St	Russell St	Major Collector	1400	30	4	Patch, Mill, Overlay, Striping	$106,544
6	E Lee Blvd	On Street Parking		Major Collector	2290	16	2	Patch, Mill, Overlay, Striping	$132,001
7	S Washington St	W Lampkin St	RR Bridge	Minor Collector	775	27	2	Patch, Mill, Overlay, Striping	$68,171
8	Wood St	Louisville St	S Jackson St	Minor Collector	2425	25	4	Patch, Mill, Overlay, Striping	$159,274
9	Banyan Rd	Laurel Hill Dr	Gardenia Dr	Local	1955	30	2	Patch, Mill, Overlay	$181,338
10	Cedar Creek Ln	W Garrard Rd	Dead End	Local	3500	19	3	Patch, Mill, Overlay	$206,994
11	Alfred Perkins St	N Long St	Dead End	Local	490	29	3	Patch, Mill, Overlay	$34,712
12	Peoples St	Reed Rd (North)	Reed Rd (South)	Local	1460	38	3	Patch, Mill, Overlay	$136,012
13	Sadye Weir St	Reed Rd	Peoples St	Local	540	37	3	Patch, Mill, Overlay	$48,083
14	South Ln	Northside Dr	Dead End	Local	295	36	3	Patch, Mill, Overlay	$26,167
15	Frontier Dr	Westside Dr	N Long St	Local	980	28	4	Patch, Mill, Overlay	$67,182
16	Rosewood Dr	Plum Rd	Dead End	Local	236	29	4	Patch, Mill, Overlay	$16,576
17	Southdale Dr	S Montgomery St	Dead End	Local	530	27	4	Patch, Mill, Overlay	$35,532
18	Louisville St	Linden Cir	Lynn Lane	Minor Arterial	2170	40	5	Patch, Scrub Seal, Microsurface	$119,782
19	Lynn Ln	Louisville St	S Montgomery St	Major Collector	3934	22	5	Patch, Scrub Seal, Microsurface	$121,450
20	Bridle Path	Hwy 389	Woodlawn Rd	Local	2650	21	5	Patch, Scrub Seal, Microsurface	$67,982
21	Woodlawn Rd	Bridle Path	Hwy 389	Local	2755	20	5	Patch, Scrub Seal, Microsurface	$66,901
22	Douglas McArthur Dr	Stark Rd	Dead End	Local	3742	30	5	Patch, Scrub Seal, Microsurface	$142,622
23	Dogwood Dr	Plum Rd	Spruce Ln	Local	1025	29	5	Patch, Scrub Seal, Microsurface	$36,765
24	Pinebrook Rd	Plum Rd	Dead End	Local	633	29	5	Patch, Scrub Seal, Microsurface	$22,411
25	Hemlock Dr	Plum Rd	Dead End	Local	335	30	5	Patch, Scrub Seal, Microsurface	$12,136
26	Mangrove Palm	Plum Rd	Dead End	Local	775	33	5	Patch, Scrub Seal, Microsurface	$32,920
27	Plum Rd	Spruce Ln	Douglas McArthur Dr (East End)	Local	1638	28	5	Patch, Scrub Seal, Microsurface	$54,710
28	Meadowview Dr	Douglas McArthur Dr	Plum Rd	Local	750	29	5	Patch, Scrub Seal, Microsurface	$25,059
29	Cottonwood Dr	Plum Rd	Pin Oak Dr	Local	870	27	6	Patch, Scrub Seal, Microsurface	$27,719
30	Louisville St	Industrial Park Rd	City Limits	Major Collector	5378	23	6	Crack Seal, Microsurface	$102,593
31	Moncreif Park	Dog Park Parking		Park				Overlay, Striping	$10,380
32	S Montgomery St	Hwy 12	E Lampkin St	Minor Arterial	2880	32	6	Crack Seal, Microsurface	$83,088
33	Louisville St	Hwy 12	Greensboro St	Major Collector	2842	26	6	Crack Seal, Microsurface	$57,018
34	Yellow Jacket Dr	S Jackson St	S Montgomery St	Major Collector	1080	28	6	Crack Seal, Microsurface	$25,805
35	S Jackson St	Pine Cir	Yellow Jacket Dr	Minor Collector	420	36	6	Crack Seal, Microsurface	$14,324
36	Mill St	Russell St	Cotton Mill Rd	Minor Collector	1075	28	6	Crack Seal, Microsurface	$25,790
37	Pine Cir	Barnett Dr	S Jackson St	Local	1267	20	6	Crack Seal, Microsurface	$16,687
38	W Garrar Road	Fire Station 5	City Limits (west)	Minor Collector	5650	22	7	Crack Seal, Patching, Leveling	$20,000
								Total including Cont, Insp., Testing =	$3,376,841

Amendment #1

10. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE CITY OF STARKVILLE TREE MAINTENANCE TERM CONTRACT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval to advertise for bids for the City of Starkville Tree Maintenance Term Contract" is enumerated, this consent item is thereby approved. This contract will be for tree trimming, pruning, removal, stump grinding, and mulching inside the City right-of-way, maintenance easements, and parks.

11. CONSIDERATION OF APPROVING THE LOW QUOTE IN THE AMOUNT OF $17,306.50 FROM AMBIANCE LANDSCAPE FOR LANDSCAPING ON THE SOUTHWEST CORNER OF THE HIGHWAY 12 AND SPRING STREET INTERSECTION, IN FRONT OF EXPRESS CARE CLINIC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the low quote in the amount of $17,306.50 from Ambiance Landscape for landscaping on the Southwest corner of the Highway 12 and Spring Street intersection, in front of Express Care Clinic" is enumerated, this consent item is thereby approved. Quotes: Ambiance Landscape - $17,306.50, SGK - $20,474.70 and Evergreen - $18,424.00

12. CONSIDERATION TO HIRE JONQUAVIOUS IVY AND TYLAN ODEN AS SEASONAL SANITATION WORKERS IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval to hire Jonquavious Ivy and Tylan Oden as Seasonal Sanitation Workers" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE MARK NANCE AS AN ENGINEERING INSPECTOR IN THE STARKVILLE ENGINEERING / UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval to hire Mark Nance as an Engineering Inspector in the Starkville Engineering/Utilities Departments" is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY FOR A STARKVILLE SANITATION WORKER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the discipline recommended by Sanitation Director Chris Smiley for a Starkville Sanitation Worker" is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF A DISCIPLINARY ISSUE FOR A STARKVILLE POLICE OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the discipline recommended by Starkville Police Chief Mark Ballard as a result of a disciplinary issue for a Starkville Police Officer" is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE CURT WARD AS A LINEMEN IN STARKVILLE UTILITIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval to hire Curt Ward as a lineman in Starkville Utilities" is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE LANDON BENNETT, CALEB CISTRUNK, MORGAN FISHEL, QUAN'TERRIOUS JOHNSON, JOSH MCDONALD AND JOSHUA PFAHLER AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval to hire Landon Bennett, Caleb Cistrunk, Morgan Fishel, Quan'terrious Johnson, Josh McDonald and Joshua Pfahler as Non-Certified Firefighters" is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE MADISON AUDO AND AUTUMN WYLIE AS PART-TIME DISPATCHERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval to Hire Madison Auto and Autumn Wylie as Part-Time Dispatchers in the Starkville Police Department" is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO RENEW STRATOCAST CAMERA STORAGE AND MONITORING SOFTWARE FOR POLICE DEPARTMENT CAMERAS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the renewal of Stratocast camera software for Police Department cameras" is enumerated, this consent item is thereby approved. The agreement follows this page.

20. CONSIDERATION TO PURCHASE 5 CAMERAS FOR THE POLICE DEPARTMENT CAMERA PROJECT FOR THE LOWEST QUOTE AMOUNT OF $19,940 FROM SECURITY SOLUTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the purchase of 5 cameras for the Police Department camera project for the lowest quote amount of $19,940.00" is enumerated, this consent item is thereby approved. Two Quotes: Sec Solutions - $19,940.00 and Active Solutions - $30,343.37

21. CONSIDERATION OF CHANGE ORDER #1 FOR THE MCKEE PARK IMPROVEMENTS PROJECT IN THE AMOUNT OF A $ 163,822.47 INCREASE TO THE CONTRACT WITH ETHOS CONTRACTING GROUP.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of Change Order #1 for the McKee Park Improvements Project in the amount of a $163,822.47 increase to the contract with Ethos Contracting Group" is enumerated, this consent item is thereby approved. This change order includes the grading of spoil dirt for the use of a grass amphitheater, removal of buried tree stumps and additional demolition of pavement. The Change Order follows the Stratocast agreement.

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283A Cahaba Valley Parkway North, Pelham,Alabama 35124
Phone Mobile 3183486933
Mark.Faulkenberry@convergint.com

October 11, 2024

City of Starkville
City of Starkville
110 W. Main St Starkville, Mississippi 39759
Attention: Scott Grice

Quotation: MF06738018P
RFP#:
License/Cert

Reference: Genetec Stratocast Renewal 2024

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

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Scope of Work

- Provide the following licenses to City of Starkville's Stratocast:
  - ST-S1D-1Y-N1Y
    - Reduce retention to 14 days down from 30 days per camera.
    - Maintain standard subscription for each camera.
  - (128) Standard camera subscription
  - (896) 1 day of additional video retention across 128 cameras.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1	City of Starkville - Stratocast Renewal				
2	896.00	ST-S1D-1Y-N1Y	1 day of additional video retention for yearly Stratocast™ camera STANDARD subscription.	$ 3.25	$ 2,912.00
3	128.00	ST-STD-1Y-N1Y	1 Yearly Stratocast™ camera STANDARD subscription. Supports up to 1920x1080 resolution, up to 600 kbps bit rate and up to 10 FPS with 7 days cloud storage. Verify SDL for cloud camera compatibility.	$ 194.46	$ 24,890.88

Equipment Total	$ 27,802.88
Freight	$ 0.00
Use Tax	$ 0.00
Total Project Price	$ 27,802.88

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Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergint and its suppliers to avoid such delays. Customer agrees to provide Convergint with reasonable extensions of time to the extent of any such delays and Convergint agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergint's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SOLUTION: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.

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Total Project Investment: **$ 27,802.88**

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Mark Faulkenberry
Convergint
Mark Faulkenberry

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Scott Grice	October 11, 2024
Customer Name (Printed)	Date
	Tech Director
Authorized Signature	Title

[redacted]

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the Work is being performed and "Convergint Related Parties" means Convergint and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergint and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergint reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergint is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the site which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint;
d. To remove site obstacles and job safety hazards;
e. To promptly participate and approve acceptance testing, if applicable;
f. Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
g. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGINT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergint is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergint by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergint fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergint shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergint shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergint's services and Third Party Products are described in the Limited Warranty for Products and Services available at https://www.convergint.com/terms/, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergint shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergint shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence/aggregate
Commercial General Liability	$1,000,000 per occurrence $2,000,000 general aggregate
Automobile Liability	$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint pursuant to the terms of this Agreement. Convergint shall not provide loss runs or copies of its insurance policies. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergint shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergint's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site.

If Convergint is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergint's indemnification obligations under the Agreement do not apply whatsoever and Convergint and Convergint Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergint and Convergint Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergint , except to the extent of Convergint's gross negligence installing such Special Offerings. Any wavier of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT, CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT AND CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergint agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning Work.

If during the course of its Work, Convergint encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergint shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergint discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergint is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergint's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergint's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergint may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergint is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergint from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergint's Privacy Policy available at https://www.convergint.com/privacy-policy/. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergint provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergint will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergint will not be responsible for technical problems that may occur resulting from Convergint following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergint. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergint shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergint for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergint's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergint reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergint notifies Customer of a material breach pursuant to this paragraph, Convergint may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergint.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergint arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergint are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergint may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergint, or a sale of all or substantially all of the assets of Convergint to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergint be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergint. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at https://www.convergint.com/terms/.

AIA Document G701® – 2017

Change Order

PROJECT: *(Name and address)* McKee Park Improvements Starkville, MS	**CONTRACT INFORMATION:** Contract For: General Construction Date: August 26, 2024	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: October 29, 2024
OWNER: *(Name and address)* City of Starkville, MS 110 West Main Street Starkville, MS 39759	**ARCHITECT:** *(Name and address)* Kimley Horn and Associates, Inc. 6750 Poplar Ave. Suite 600 Memphis, TN 38138	**CONTRACTOR:** *(Name and address)* Ethos Contracting Group, LLC P.O. Box 2524 Starkville, MS 39760

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO 001 - Revised Grading Plan $132,339.45 (37 Days)
PCO 002 - Credit back for Entrance Sidewalk $(2,612.34) (0 Days)
PCO 004 - Project Sign for Ground Breaking Ceremony $616.26 (0 Days)
PCO 005 - Hand Dryer Circuit Taken Out of Allowance (2 Days)
PCO 006 - Additional Padding for Play Equipment $2,043.87 (1 Day)
PCO 007 - Unsuitable Subgrade for New Parking Lot $6,819.82 (0 Days)
PCO 008 - Asphalt Demolition in North Parking Lot $16,829.39 (2 Days)
PCO 009 - Additoinal Excavation for Small Pavilion Pads $7,786.02 (3 Days)

The original Contract Sum was	$	6,705,557.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	6,705,557.00
The Contract Sum will be increased by this Change Order in the amount of	$	163,822.47
The new Contract Sum including this Change Order will be	$	6,869,379.47

The Contract Time will be increased by Forty-Five (45) days.
The new date of Substantial Completion will be October 18, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kimley-Horn and Associates, Inc.	Ethos Contracting Group, LLC	City of Starkville, MS
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
Owen Harris		
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Owen Harris, PLA	Jacob B. Forrester, President	D.L. Spruill, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
11/4/2024	11/06/2024	
DATE	**DATE**	**DATE**

22. CONSIDERATION OF A CONSULTING SERVICES CONTRACT WITH DD CONSULTING, LLC FOR A NOT TO EXCEED AMOUNT OF $36,000.00 FOR CURRENT PARKS PROJECTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of a consulting services contract with DD Consulting, LLC for a not to exceed amount of $36,000.00 for current parks projects" is enumerated, this consent item is thereby approved. The contract follows this page.

23. CONSIDERATION TO DECLARE A 2013 DODGE CHARGER, VIN ENDING IN 4659 AS SURPLUS AND ADVERTISE FOR SALE TO THE HIGHEST BIDDER ON GOVDEALS.COM, DISCARD, OR SELL DIRECTLY TO A SCRAP DEALER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval to declare a 2013 Dodge Charger, VIN ending in 4659 AS surplus and advertise for sale to the highest bidder on GovDeals.com, discard, or sell directly to a scrap dealer" is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF ACCEPTING THE LOW BID FOR THE INFLUENT PUMP STATION REHABILITATION PROJECT FROM HEMPHILL CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF $1,481,630.00 WITH $720,000 FROM AN ARC GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of the low bid for the Influent Pump Station Rehabilitation project from Hemphill Construction Company, Inc. and authorizing the Mayor to execute a construction contract" is enumerated, this consent item is thereby approved.

Two Bids received: Hemphill Construction Co., Inc. - $1,481,630.00 and Gulf Coast Underground, LLC - $3,340,263.00

25. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM TRANSARMOUR INC. FOR 17 ELECTRIC TRANSFORMERS TO BE REBUILT IN THE AMOUNT OF $19,725.00 WHICH ARE COMPATIBLE WITH CURRENT EQUIPMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of accepting the sole source quote from TransArmour Inc. for electric transformers to be rebuilt in the amount of $19,725.00" is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF AUTHORIZATION TO EXECUTE A SERVICE CONTRACT FOR PROFESSIONAL SERVICES FOR IT SUPPORT AND ASSISTANCE WITH SYNERGETICS, INC. DOING BUSINESS AS ENDEAVOR IT WITH A NOT TO EXCEED AMOUNT OF $30,000.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of a service contract for Professional Services for IT support and assistance with Endeavor IT in an amount not to exceed $30,000.00" is enumerated, this consent item is thereby approved. The agreement follows the consulting agreement in Item 22.

DD Consulting LLC
David D'Aquilla
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com

AGREEMENT BETWEEN DD CONSULTING, LLC AND CITY OF STARKVILLE, MS

THIS AGREEMENT, made and entered into this 1st day of October 2024, at Starkville, MS by and between the City of Starkville, 110 West Main Street, Starkville, MS 39759, hereinafter called "Owner" and

DD Consulting LLC
David D'Aquilla
7546 Woodland Drive
Pass Christian, MS 39571

Hereinafter called "Consultant":

BACKGROUND

1. The Owner is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide services to the Owner. (Attachment A & B)
2. The Consultant is agreeable to providing such services to the Owner on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligation set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner and the Consultant (individually the "Party" and collectively the "Parties" to the Agreement) agree as follows:

SERVICES PROVIDED

1. The Owner hereby agrees to engage the Consultant to provide the following services ("the Services"):

Planning & Review:

1. Provide recreation consulting services to the Owner regarding park development for the parks bond issue based on best practices and use for parks standards and safety.
2. Provide Owner engineering staff with document review, vetting of potential vendor providers and potential value engineering items in different phases of the project.
3. Evaluate equipment, land use and facility improvements provided by architect to ensure development is provided in conjunction with the city's ability to maintain, staff, and provide operations based on best use practices.
4. Work in conjunction with Sports Facility Management (SFM) to determine monetization opportunities through tourism or general use for proposed facilities and ensure proposed improvements account for those opportunities with the appropriate changes prior to bid and installation.
5. Provide stakeholder meetings and input as necessary identified by the Owner to make sure proposed improvements meet both quality of life and sports tourism opportunities.

DD Consulting LLC
David D'Aquilla
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com

6. Work as liaison between Owner and SFM to ensure that park improvements and changes fall within the existing scope of work for SFM and improvements that influence existing contract are identified during the design process.

Execution:
1. Consultant to attend requested Owner meetings as requested. Consultant requests seven-day lead time to make appropriate accommodations as necessary but will provide best effort to attend without full notification and shall endeavor to provide options for arrangements (tele-communication, conference call, etc.) if in-person attendance cannot occur.
2. Consultant to provide deliverables and back up documentation based on upon agreed time frames as requested by the Owner.

TERM OF THE AGREEMENT
1. The term of this Agreement (the "Term") will begin on the date of this Agreement and remain in full force and effect until the completion of the Services, subject to the date range provided in item 3 in this section, and subject to early termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
2. If either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.
3. This contract term will be for six (6) months. Beginning November 1, 2022, and continuing through April 30, 2023.
4. If both parties agree, this contract may be extended at the end of the term of the agreement.

COMPENSATION
1. The Consultant will charge the Owner for Services at the rate of $150.00 per hour (the "Compensation")
2. Based on the timing of deliverables by other parties, time worked monthly may vary. Based on this, the Consultant will agree "not to exceed" total amount of $36,000 for the length of the contract and monthly billings may reflect for lack of and influx of work.
3. The Consultant will retain associates that will provide additional resources and input based on experience and knowledge related to the field of parks and recreation. Appendix B outlines potential other associates that may be brought in by the Consultant if needed. Their billing rate will be $150.00 and paid through the Consultant.
4. The Owner will be invoiced monthly on the 20th of the month.
5. Invoices submitted by the Consultant to the Owner are due within 60 days of receipt.
6. Travel and lodging will be included in the compensation package and not billed separately.

CAPACITY/INDEPENDENT CONSULTANT

1. Under this Agreement, it is expressly agreed that the Consultant is acting as an independent Consultant and not as an employee. The Owner does not control the means, methods, or process of work of the Consultant. The Consultant and the Owner acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Owner is not required to pay, or make contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term.

The Consultant is responsible for paying, and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Consultant under this Agreement.

NOTICE

1. All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given in writing and delivered to the Parties at the following address:

   a. City of Starkville
      110 West Main Street, Starkville, MS 39759
   b. DD Consulting, LLC
      7546 Woodland Drive, Pass Christian, MS 39571

   or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

MODIFICATION OF AGREEMENT

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

1. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer it obligations under this agreement except as expressly provided by this Agreement.

ENTIRE AGREEMENT

1. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

TITLES/HEADINGS

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

DD Consulting, LLC
Recreation Planning

DD Consulting LLC
David D'Aquilla
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com

GOVERNING LAW

1. This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 5th day of November, 2024.

City of Starkville, MS

David D'Aquilla

DD Consulting, LLC

DD Consulting LLC
David D'Aquilla
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com

ATTACHMENT A

DD Consulting
David D'Aquilla, Certified Parks & Recreation Professional (CPRP)

Certifications:
Certified Parks and Recreation Professional (CPRP) (1995 – 2019, 2020 – Present)
National Incident Management Systems (NIMS) (Levels 100/200/300/400/700/800)

Education & Membership:
Bachelor of Science, Business Administration (Marketing), University of Southern Mississippi, 1989
Master of Education, Adult Education, University of Southern Mississippi, 1993
Former President & Board Member, current member Mississippi Recreation and Parks Association (MRPA)
Former Southern Regional Board Member and current member National Recreation and Parks Association (NRPA)

Professional History:
With a passion for creating recreational experiences and a record of excellence, I founded DD Consulting LLC in 2017 after a rewarding 28-year career in recreation operations. I retired from my position as the Director of Leisure Services for the City of Gulfport, concluding a fulfilling chapter in my career. During my tenure, I had the privilege of leading impactful projects and overseeing a dynamic team.

* Gulfport Sportsplex: From its original land procurement to its design and construction, I was part of the design team and managed the Gulfport Sportsplex, a thriving hub for sports and leisure activities.
* Hurricane Katrina Recovery: In the aftermath of Hurricane Katrina, I oversaw the reconstruction and repair of city recreation facilities, including community centers. These efforts restored essential community spaces.
* Parks Enhancement: I managed the enhancement and development of numerous parks, contributing to the well-being of our community.
* Marina & Jones Park Renovation: A milestone in my career was the project development and managing of the $40 million marina and Jones Park renovation, revitalizing a key waterfront area.
* Project Management: My expertise extends to handling construction projects exceeding $100 million. I have been involved in every aspect, from design and specifications to on-site project management.
* Team Leadership: I successfully led a Leisure Services Department with ten divisions, overseeing budgets in excess of $7.5 million dollars with 105 employees year around employees and up to 150 employees during peak seasons.

Today, I bring this wealth of experience and leadership to DD Consulting LLC, where along with several of my associates, we specialize in helping organizations excel in recreation and leisure services. Whether you are seeking guidance on strategic projects, operational excellence, or team leadership, we are here to make your vision a reality.

DD Consulting LLC
David D'Aquilla
7546 Woodland Drive, Pass Christian, MS 39571
D.D.Consulting@outlook.com

Consulting Experience:

City of Gulfport/Sports Facilities Management, MS: Providing professional contract management and consulting services to ensure effective contract administration of the City's agreement with GPTSFM, LLC, for the operation and maintenance of the Gulfport Sportsplex and Goldin Park Sportsplex Facilities (June 2024 – present)

City of Richland, MS: Member of project team with Neel-Schaffer, and Dr. Kim Beason, Re-Create QOL Consultants, LLC to provide Feasibility Study & Business Plan for Recreation Facilities and Sports Tourism City of Richland, MS. (January 2024 – present)

Columbus, MS and Lowndes County, MS: Member of project team with Neel-Schaffer, and the Dr. Kim Beason, Re-Create QOL Consultants, LLC to provide Comprehensive Feasibility Study & Business Plan for Recreation Facilities: Building Economic Diversity Lowndes County, MS (January 2024 – present)

Tuscaloosa, Alabama County Parks and Recreation Authority (PARA): Member of project team with Re-Create QOL Consultants, LLC and Neel-Schaffer, Inc to provide the Tuscaloosa County Parks and Recreation Authority (PARA) with a Strategic Plan. (July 2023 – October 1, 2024)

City of Starkville, MS (Park Improvements Project): Working with City of Starkville Engineering Department in conjunction with Sports Facilities Management (SFM) general manager and staff to review and make recommendations on park development and improvements in conjunction with parks improvement bond. (December 2022 – September 2024)

VisitHattiesburg, Hattiesburg, MS - Consulting with VisitHattiesburg (tourism) and City of Hattiesburg to develop a plan for best use practices for Tatum Park and other resources available to the city for development of Sports Tourism Program for the City of Hattiesburg. (July 2023 – present)

City of Hernando, MS - Provide the City of Hernando assistance in developing standards for operations, hiring for the position of turf manager and assist in developing implementable operations and goals for the City of Hernando Parks and Recreation Department. Project team includes SportsTurf Maintenance Services (July 2023 – February 2024)

City of Richland, MS: As a Consultant for the City of Richland, I played a pivotal role in the hiring process by serving on the committee responsible for selecting a Parks and Recreation Director and Sports Coordinator. From June 2022 to November 2023, my responsibilities extended beyond recruitment to collaborating with the department on policy and procedure evaluation, contract assessments, and establishing a strategic direction to enhance program opportunities and boost community participation.

Following this, my consultancy continued as I facilitated the recruitment and employment of a Parks and Recreation Turf Manager, overseeing the organization of maintenance operations. This phase, spanning from November 2023 to May 2024, involved working closely with a project team, including Sports Turf Maintenance Services, to ensure the effective management and upkeep of the city's recreational spaces.

City of Starkville, MS (Cornerstone): Part of the design team with Dalhoff-Thomas, Neel-Schaffer, and Shafer Zahner Zahner to provide project management and assist with the design and operations of Cornerstone Sports Complex. A $23+ million-dollar twelve field baseball/softball complex for the City of Starkville. (September 2019 – October 2023)

City of Hattiesburg, MS (EDA Grant Application): EDA Grant Application for improvements to Tatum Park Soccer Fields. Part of the grant team working to provide a submittal for EDA Grant for synthetic and natural turf soccer field improvements for Tatum Park. (September 2022 – December 2022)

City of Hattiesburg, MS (Tatum Park Masterplan): Oversaw the creation and successful implementation of the Conceptual Masterplan for Tatum Park in Hattiesburg. Collaborating with Neel-Schaffer Engineering and Sports Turf Maintenance Services from November 2020 to July 2021, DD Consulting engaged with stakeholders from soccer, baseball, softball, disc golf, tennis, pickleball, and cross country. Through extensive consultations, we determined the optimal use of space, ensuring a well-rounded and inclusive long-term Master Plan. This collaborative effort aimed to create a dynamic recreational space that meets the diverse needs of the Hattiesburg community, setting the stage for the park's future development. (November 2020 – July 2021)

Lamar County, MS (Comprehensive Plan): Member of the Design Team with Neel-Schaffer on the Lamar County Comprehensive Plan. Scope of work includes facility visits and inspections, determine sports and activities through effective communication and public involvement strategies, provide funding strategies for construction, operation, and maintenance for recreation facilities, and recommendations for creating advisory board for Lamar County. (January 2019 – January 2022)

City of Hernando, MS (Feasibility Study & Business Plan): Member of design team with Neel-Schaffer, and the University of Southern Mississippi Department of Economic Development and Hospitality & Tourism to provide a Feasibility Study & Business Plan for Recreation Facilities and Sports Tournaments for the City of Hernando. (November 2019 – October 2020)

City of Pascagoula, MS (Flagship Park): Member of design team with BMA Engineering team for the Pascagoula Flagship Park Project, a $10+ million land acquisition, complete facility demolition and facility construction project inclusive of a seven-field baseball/softball complex for the City of Pascagoula. (August 2017 – April 2020)

Management Experience:

Gulfport, MS (Gulfport Sportsplex):
The Gulfport Sportsplex stands as a premier 250-acre sports complex, boasting an array of facilities. This impressive venue boasts nine terraced baseball and softball fields with state-of-the-art hybrid sand-based turf, accented by crimson stone infields. In addition, it features six meticulously maintained synthetic turf fields, complete with score towers, and an additional six international-sized soccer fields. Visitors can enjoy a range of amenities, including control centers equipped with concessions, restrooms, pavilions, meeting rooms, and storage facilities. Notably, the Sportsplex also houses the Gulf Islands Waterpark Lease, adding to its allure.

Under my management, the Gulfport Sportsplex annually played host to over 2,000 teams and remained operational for 30 to 42 weekends each year since its inception. During the period from 2001 through 2016, the Gulfport Sportsplex made a significant economic impact, contributing an estimated $83 million to the local economy and providing approximately 199,000 hotel room nights.

In my capacity as Assistant Director, I oversaw the review of plans, designs, specifications, and contract documents. Additionally, I managed a substantial $9.6 million budget, which encompassed land acquisition and construction for the Gulfport Sportsplex. Following its completion, from two thousand through the 2016 contract award for park expansion, I took on the crucial role of overseeing capital improvements, budget management, and operations and maintenance supervision.

In Phase III, as Director, I was instrumental in conceptualizing and defining the parameters for expansion, including the integration of synthetic field turf, enhanced safety fencing, and state-of-the-art LED lighting systems. My responsibilities extended to reviewing plans, designs, specifications, and construction budgets, culminating in the development, and awarding of construction contracts.

Further, I held the responsibility for the operations of Phase I and II, which encompassed the original fields within those phases. As Director, I prepared comprehensive documents and concepts for the approval of a groundbreaking 6-field synthetic expansion and a 2-field soccer expansion, collaborating closely with engineers and architects to bring these visionary projects to fruition.

City of Gulfport, MS: (Jones Park & Gulfport Municipal Marina)
The extensive $40,000,000 revitalization project for Jones Park and the Gulfport Municipal Marina is nestled on a 60-acre waterfront parcel, strategically positioned at the confluence of Highway 90 and Highway 49. This ambitious undertaking was initiated in the aftermath of Hurricane Katrina and was brought to life through a blend of funding sources, which included support from FEMA, the Mississippi Development Authority, generous donations, state grants (CIAP/Tidelands), and Gulfport Capital Funds.

In my role as the Director of Leisure Services, I assumed a pivotal role in this transformative endeavor. My responsibilities spanned a spectrum of tasks, commencing with the meticulous review of plans, designs, specifications, and contract documents. I exercised oversight over the budget allocated for construction, ensuring the efficient allocation of resources.

My duties also encompassed coordination with an array of stakeholders, including General Consultants, Engineers, Architects, and numerous sub-Consultants, in addition to the dedicated City workers involved in this complex project. Notably, this monumental project featured multiple concurrent construction phases, demanding a high degree of organization and diligence.

Upon the completion of the project, I transitioned into overseeing the $1.1 million operations and maintenance budget, ensuring the sustained excellence of the facility.

The resultant facility stands as a testament to our collective vision and dedication, offering a wealth of amenities to the community. These include a serene walking trail, convenient boat launch ramps, and ample boat-trailer parking, a magnificent 28,000 square foot Barksdale Pavilion, the Leo Seal Pavilion, the Harbor Master Building, a Main Concert Pavilion, a delightful Splashpad, a Fuel Dock, a Bait Shop Lease, a Playground

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Area, and a 319-slip Marina, capable of accommodating vessels ranging from 18' to 140'.

In addition to the day-to-day management of this facility, my team and I orchestrated 30-40 Special Events each year, further enriching our community. Notable among these events is the highly acclaimed $2.5 million dollar Gulfport Harbor Lights Winter Festival, which has become a cherished tradition for locals and visitors alike.

City of Gulfport, MS (Gulfport Harbor Lights Winter Festival):
I played a key role in the inception and successful management of the Gulfport Harbor Lights Winter Festival during its inaugural two years of operation. This enchanting Winter Festival is a month-long Christmas Light Show extravaganza, characterized by an operating budget of $440,000 and a substantial capital investment of $2,500,000. This remarkable event consistently draws more than 70,000 delighted guests each year, adding a touch of magic and festive cheer to our community during the holiday season.

Plan Development and Special Projects:
City of Richland, MS (January 2024 –present)
City of Columbus, MS & Lowndes Country (February 2024 – present)
Tuscaloosa County Parks and Recreation Authority (PARA): (July 2023 – present)
City of Starkville, MS (Park Improvements Projects: (November 2022 – September 2024)
City of Hernando, MS (July 2023 – February 2024)
Cornerstone Sports Complex (September 2019 – October 2023),
City of Richland -Consultant (June 2022 – May 2023)
Tatum Park Conceptual Plan (November 2020 – July 2021)
City of Hattiesburg Grant Team Application for EDA grant for Tatum Park (September 2021-December 2021)
Lamar County Comprehensive Plan (2019 – January 2022).
Hernando Feasibility Study & Business Plan for Recreation Facilities and Sports Tourism (November 2019 – October 2020),
Pascagoula Sportsplex (2017 – 2020)
Jones Park/Gulfport Marina (2005 – 2017)
Gulfport Harbor Lights Winter Festival (2016 – 2017)
NCAA & High School Mississippi Gulf Coast Softball Classic (2014 – 2016)
Gulfport Sportsplex (1996 – 2017)
Go Coast 2020 Sub-Committee Chair Youth Sports for the Go Coast 2020 Governor's Report on Tourism (2012)
Adjunct instructor University of Southern Mississippi (2005 – 2010) for the School of Human Performance and Recreation in HPR 200, 490 and 424, which included Application, Sports Management, and Community Recreation Resources
Gulfport Harbor Master Plan (1997)
Gulfport Master Plan Parks and Recreation (1995 & 2000)
Strategic Plan for Mississippi Recreation and Parks Association (MRPA) (1995)
Long Beach Master Plan (1995)

ATTACHMENT B

SportsTurf Maintenance Services
Kenneth Edwards, Certified Sports Field Manager (CSFM)
114 Reservation Drive, Gulfport, MS 39503
Kedwa37326@aol.com
228-223-7016

Mission Statement: To advance professionalism in sports field, grounds management and safety through education, awareness programs and industry development. To collect and disseminate scientific, educational, and applied knowledge to those persons engaged in or concerned with the construction, maintenance and use of sports fields and recreational facilities for superior playing conditions.

Services Provided: Consultant to architects, designers, Consultants, management companies, distributors, and manufacturers; providing oversight, plan and specifications review, maintenance planning, construction management, and maintenance team task development and training. Advisor to facility/turf managers seeking Sports Field Management Association (SFMA) certification designation as Certified Sports Field Manager (CSFM). Attester for municipalities and sports facilities seeking SFMA Environmental Facility Certification (EFC).

Qualifications:
U.S. Army (Retired) Senior Training Developer
25 Years' experience in SportsTurf maintenance and Facility management.
B.S. Business Admin, Park College, Parkville, MO
Associate of Science, Agronomy, Sports Turf MGT, MGCCC, Perkinston, MS

Certifications/Training:
Sports Field Management Association (SFMA), Certified Sports Field Manager (CSFM),
Certified Pesticide Applicator, Bureau of Plant Industry, MS
Certified Landscape Professional (CLP), NALP
Playground Safety Inspector Training, National Recreation and Park Association

Industry Achievements:
SFMA National Sports Field of the Year Award (Softball Category, Gulfport SportsPlex)
SFMA Environmental Facility Certification (Gulfport SportsPlex)

Professional Associations:
Member, Mississippi Turfgrass Association, (Past President)
Member, Deep South Turf Expo, (Past President)
Member, Sports Field Management Association, (Scholarship Committee Chairman)

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Recent Consulting Projects:
City of Hernando, MS, Baseball/Softball Field Renovations and Maintenance Planning
City of Richland, MS, Baseball Field Renovations and Maintenance Planning
City of Memphis, TN, Soccer Field Construction
City of Hattiesburg, MS, Master Plan for Tatum Park
City of Pascagoula, MS, New construction
City of Laurel, MS, Maintenance Planning
Harrison County, MS, Parks Department, Maintenance Planning
City of Starkville, MS, New construction

Talks and Presentations:
As a nationally certified sports field manager, Ken Edwards, CSFM is aptly knowledgeable and experienced to give talks on any and all topics related to sports field maintenance and management. Most common areas of interest include **Developing Efficient Strategies For Managing High Use Sports Fields, Dealing With Rain, Development of Athletic Field Management Plans and Programs, and Sports Field Renovations.**
Most recent presentation audiences include; Alabama Turfgrass Association, Mississippi Turfgrass Association, Deep South Turf Expo, Louisiana Turfgrass Association and Mississippi State University Turf Seminar.

Sports Field Maintenance Training:
Training programs are offered for grounds staff, facility managers, public works, park directors and private sports organization volunteers responsible for the upkeep of sports fields. Areas of training include Best Management Practices (BMPs) for natural grass, synthetic turf, infield maintenance, soil composition and preparation, field layout, and painting.
Training has been provided to the grounds staff of The City of Laurel, MS. Parks and Recreation Department; City of Mobile, AL., Parks and Recreation Department; The City of Gulfport, MS., SportsPlex Staff; The City of Gulf Shores, AL., Parks and Recreation Department; City of Richland, MS., Parks and Recreation Department; and The City of Hernando, MS Parks and Recreation Department.

Facility Environmental Certification:
Conducts extensive sports facility site evaluations in 10 key areas to prepare for the Facility Environmental Certification process. Key areas are; Storm water management, Fertilization, Pesticides/IPM, Recycling, Composting, Mowing, Energy Conservation, Shop buildings and Storage areas, Irrigation and water quality testing, and Educational Outreach Programs.
Facilities attested and certified; The Gulfport SportsPlex, Gulfport, MS., Laurel Sports Complex, Laurel, MS., Gulf Shores Sports Complex, Gulf Shores, AL.

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CSFM Certifications:
Provides preparatory training and instruction related to the CSFM Exam and the successful achievement of the prestigious CSFM designation. Areas of instruction are; Agronomics, Pest management, Administration, and Sports-Specific Field Management – Field design, layout, dimensions, lining/markings, maintenance, playability and aesthetics.
Turf managers achieving the CSFM designation; Elvin Ulmer, CSFM, City of Laurel, MS., and Shane Johnson, CSFM, City of Madison, MS.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance, A Gallagher Company
2909 13th Street, 4th Floor
Gulfport MS 39501

License#: PC-1092395

CONTACT NAME: Community Insurance Solutions
PHONE (A/C, No, Ext): 8553771529 FAX (A/C, No): 228-863-1957
E-MAIL ADDRESS: GGB.CADE.CIS.Service@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of CT	25682
INSURER B : ACE Fire Underwriters Insurance Company	20702
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DDCONSU-01
DD Consulting LLC
7546 Woodland Drive
Pass Christian MS 39571

COVERAGES **CERTIFICATE NUMBER:** 65845439 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			68G9N168743	9/15/2024	9/15/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability			EONMSF158700592005	9/15/2024	9/15/2025	Each Claim Aggregate Limit	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Starkville
110 West Main Street
Starkville MS 39759

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed.

9.0 Confidentiality After Termination. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

10.0 Hiring of Endeavor IT's Employees. Prior to the target date of the completion of this Agreement and for a period of two years after the termination of this Agreement, Client will not hire or offer to hire, either directly or indirectly, any employee of Endeavor IT without Endeavor IT's written consent. Likewise, Endeavor IT will not hire or offer to hire, either directly or indirectly, any employee of Client without Client's written consent.

11.0 Billing and Collections. Client agrees to abide by Endeavor IT's Billing and Collections Policy as shown below:

11.1 Endeavor IT will promptly render invoices to Client.

11.2 Client agrees to render payment for invoices promptly.

11.3 Any outstanding balance that remains unpaid beyond thirty (30) calendar days of Invoice rendering is considered past due.

11.4 The client is expected to pay interest expense on the outstanding balance. A 1.5% per month interest expense accrues from the date of the invoice(s). This interest expense will not be charged if the invoice is paid within thirty (30) days. Outstanding balances older than forty-five (45) days will have the interest expense added to the amount outstanding.

11.5 If a balance remains unpaid for a period of ninety (90) calendar days, Endeavor IT may assign this overdue balance to a third party for the purpose of collecting the overdue balance.

12.0 Miscellaneous.

12.1 *Notices*. Notices required during the term of this Agreement if given by regular mail or electronic means generating a hard copy printout shall be deemed to have been given or made when delivered personally or placed, properly addressed and postage prepaid, in the mail of any jurisdiction or communicated by telefax or similar electronic means. All notices will be given by one party to the other at the addresses indicated below, unless change thereof previously has been given in writing to the party giving notice.

12.2 *Amendment*. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both parties.

12.3 *Severability*. If any one or more provisions of this Agreement is declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement if the essence of the parties' agreement is retained, and such invalid or unenforceable provision shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

12.4 *Waiver*. Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each and every such provision.

12.5 *No Third Party Beneficiaries*. The parties specifically intend and agree that no one other than the parties to this Agreement shall be deemed to be a third party beneficiary of any of the rights or obligations set forth in this Agreement.

12.6 *Exhibits and Schedules*. All exhibits and schedules to this Agreement, if any, are hereby incorporated by reference into, or made a part of, this Agreement.

12.7 *Entire Agreement*. All prior proposals, understandings, and other agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Agreement. This agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof. The express terms hereof control and supersede (i) all oral or written understandings of the subject matter hereof and (ii) any course of performance and/or usage of trade inconsistent with any of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers or representatives as of the date first written above.

Endeavor IT	**Client**
Justin Clark	Edward Kemp
Justin Clark	Edward Kemp
President and COO	General Manager

<u>EXHIBIT A</u>

Endeavor IT will provide the Client with the following Managed Services for the term of one year as defined in the Agreement. The Services provided via this agreement include:

- Provide on-site or remote IT management and administration as well as problem troubleshooting, diagnosis, and solution.
- Provide Senior Network Engineer on-call to handle escalated IT support and guidance.
- Provide routine monthly hardware maintenance.
- Provide RMA assistance of replaceable hardware purchased from Endeavor IT that is covered under a manufacturer warranty.
- Provide pricing and guidance on hardware that is not covered under a manufacturer warranty.
- Equipment included in this agreement is denoted by checkmarks below:

  ■ VoIP

  ■ CCTV system

  ■ Access Control system

  ☐ Mass Notification system

  ■ Network equipment

  ■ Data Center Equipment

  ■ Computer device and accessories

  ☐ Interactive panels

  ▪ Structured Cabling

  ▪ Firewall

EXHIBIT B

Excluded Items/Services:

Expenses incurred for hardware, software, etc. as required by the task being performed, shall be borne by the Client. Excluded Items or Services include but are not limited to the following:

- Any parts, equipment, or hardware costs, fees or charges of any kind.
- Any software, licensing, software assurance, renewal, or upgrade fees of any kind.
- Any taxes of any kind.
- Any shipping, handling, courier, or postage charges of any kind.
- Any 3rd party vendor, OEM, or other manufacturer support fees or incident fees of any kind.
- Any non-IT materials needed to provide services or requested by Client, including but not limited to office supplies or media.
- Any extensive type of service, repair, reconfiguration, maintenance or management occasioned or made necessary by the alteration of systems, devices, software or other resources, with or without administrative access to such resources, by anyone other than authorized personnel. Includes any change or service occasioned by acts or omissions by the Client's own employees, principals, consultants, subcontractors, third party vendors, or any other third parties who may have or have had physical, logical or remote access to Client's resources.
- Any software programming or scripting (creation or modification of software code) and program (software) maintenance.
- Any work, project, service, or support of any kind, whether one-time, periodic, or ongoing, that involves a new resource that was not present at the time this agreement is executed.
- Any work that does not qualify as a service ticket with respect to restoring the normal functioning of the resources being maintained per this agreement i.e., any work that does not involve scheduled maintenance, routine administration, or troubleshooting (whether client-prompted/requested or otherwise) malfunctioning or non-functioning systems or resources under maintenance per this agreement. Any such work is defined as a Project. Projects include but are not limited to re-configuring resources by client request, integrating with newly acquired/introduced hardware, software, or networks, or with other formerly non-existent third-party resources, or otherwise making changes to included resources, when such configuration, integration or changes are not warranted nor necessary to keep such resources in good working order.

EXHIBIT C

FEES FOR SERVICES

This Agreement, being entered into as of the aforementioned date, shall have:

Service Start Date of: 11/1/2024

End of Term Date of: 10/31/2025

Term: 12 Months term commencing on Service Start Date.

Hours: 200 Total Allocated Hours for Contract Year

- *Contract Extension*. This Agreement may be voluntarily extended by the customer for additional terms of one year each. Cost increases for services provided under this Agreement shall be capped at 4% per year.

Customer will be invoiced:

■ Monthly - Billed as Used

☐ Full amount at start of the term

The total of this agreement is $30,000

- The labor rate for services covered under this agreement are $150/ hour.
- The labor rate for services not covered under this agreement will be $180 /hour and billed separately from this agreement.
- Any services, hardware, software, and/or incidental items supplied by Endeavor IT in addition to those shown above will result in additional costs. A cost estimate for additional items will be provided and the customer will approve such items prior to incurring the expenditure.
- The included master labor rate includes various resources listed: Sr. Engineer $180, Network Level I and II $150, and Network Tech $130

27. CONSIDERATION TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT AN APPALACHIAN REGIONAL COMMISSION (ARC) APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF STARK ROAD WASTEWATER IMPROVEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval authorizing the Golden Triangle Planning and Development District to prepare and submit an Appalachian Regional Commission (ARC) application to the Mississippi Development Authority on behalf of the City of Starkville for the purpose of Stark Road wastewater improvements" is enumerated, this consent item is thereby approved.

RESOLUTION

Authorizing the Golden Triangle Planning and
Development District
to Prepare and Submit An
Appalachian Regional Commission Application
For Starkville, Mississippi

WHEREAS, the City of Starkville, Mississippi has certain pressing Community Development needs; and

WHEREAS, the Mississippi Development Authority has available funds under the FY-2025 Appalachian Regional Commission (ARC) Program; and

WHEREAS, the City of Starkville is eligible to apply for said ARC assistance; and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare necessary application documents, and upon approval, to administer said ARC projects;

THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Starkville:

- That the Golden Triangle Planning and Development District is hereby authorized to prepare an FY-2025 ARC Area Development Application on behalf of the City of Starkville for the purpose of Stark Road Wastewater Improvements; and

- That, upon approval of said application, the Golden Triangle Planning and Development District is hereby authorized to administer said ARC Project; and

- That Lynn Spruill, in her official capacity as the Mayor of the City of Starkville, is hereby authorized to sign all necessary application documents. Upon approval of said application by the Appalachian Regional Commission, the Grant Agreement with the State of Mississippi shall come before the Board of Aldermen for final authorization and approval.

SO ORDERED THIS THE 5th day of November 2024, by the Board of Aldermen of the City of Starkville, Mississippi in a Regular Scheduled Meeting.

____
Lesa Hardin
City Clerk

____
Lynn Spruill
Mayor

28. CONSIDERATION OF TASK ORDER #1 WITH GARVER, LLC FOR THE DESIGN AND BID PHASE SERVICES RELATED TO THE HEADWORKS IMPROVEMENTS PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 5, 2024 Official Agenda, and to accept items for consent, whereby the "approval of Task Order #1 with Garver, LLC for the design and bid phase services related to the Headworks Improvements project" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill thanked Starkville Utilities and local volunteers for putting up the Christmas decorations in the Main Street area. She also invited the public to the upcoming Utility Workshops to be held Nov 6 and Nov 7.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Police Department and the Housing Authority for their response to a recent shooting incident at Pecan Acres.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING OF AMENDING THE ORDINANCE 2021-07 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 AND TO ADD THE REQUIREMENTS FOR BUSINESSES THAT SERVE ALCOHOL TO PROVIDE SECURITY AND INSTALL CAMERAS AND FOR OTHER RELATED PURPOSES.

Mayor Spruill noted the changes since the 1st Public Hearing. The changes are based on the input of the Board and local business owners. Mayor Spruill opened the Public Hearing.

Ryan Handran, owner of Rick's Café, noted his opposition to government oversight. His business currently meets the proposed requirements, but he felt businesses should comply on their own, not mandated.
Cullen Paradis, Commercial Dispatch reporter, asked if there will be a third public hearing. There will be.
Dr. Wesley Ferguson, representing the group opening a pickleball venue in Starkville, expressed support for the Ordinance changes.

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

PUBLIC HEARING AND CONSIDERATION OF VA 24-04: A REQUEST FOR A VARIANCE FROM FRONT AND REAR SETBACK REQUIREMENTS LOCATED AT 200 PILCHER STREET IN A TN-E ZONING DISTRICT.

City Planner Daniel Havelin presented VA 24-04. The applicant, Jimmie Trainer, is seeking a variance from rear setback requirements located at 200 Pilcher Street in an TN-E zoning district with the property #118O-00-02.00. The applicant is requesting relief from Section 6.3.4 of the Unified Development Code for rear setback requirements for a principal building. The applicant is currently in the process designing a new home for the lot. Due to the unique shape of the lot, the applicant is having difficulties fitting a structure within the existing setbacks. The applicant is requesting +/- 9' variance from the rear setback of the property for the placement of the new home. Mr. Trainer was present.
Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

29. CONSIDERATION OF VA 24-04: A REQUEST FOR A VARIANCE FROM FRONT AND REAR SETBACK REQUIREMENTS LOCATED AT 200 PILCHER STREET IN A TN-E ZONING DISTRICT.

Alderman Vaughn, duly seconded by Alderman Moreland, offered a motion approving VA 24-04: a request for a variance from front and rear setback requirements located at 200 Pilcher Street in a TN-E zoning district.

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.

FIRST PUBLIC HEARING TO AMEND THE UNIFIED DEVELOPMENT CODE.

City Planner Daniel Havelin presented the proposed amendments to the Unified Development Code. The Unified Development Code was adopted on December 19, 2019, and last amended on July 2, 2023. The proposed amendments are as follows:

Proposed Revisions to the Unified Development Code- November 2024		
Amendment	Section	Description of Revision
1	3.12.4.F	Added requirement of proof of creation of Homeowners' Association (HOA) for subdivisions
2	3.14.2.B.1	Added "authorized agent" as signatory option for final plat
3	5.2.B3	Fix error in T-4 Side Setback requirements for Principal and Secondary Building
4	6.3.4	Added Multi Plex requirements of CN and C zoning districts in fig 6.3-3
5	13.7.8	Added clarification of storage of trucks and trailers on site for the use "Convenience Store and Gas Station"
6	14.13.4	Added requirement to remove guy wire and water bags from trees
7	15.1.5	Added proof of transfer of HOA to property owners
8	15.1.15	Added Common Area HOA Requirements
9	16.10.2	Revised definition of "Letter of Map Change" Added to definition of "Substantial Improvement"
10	16.10.3	Changed "jurisdiction" to "corporate limits"
11	16.10.4	Updated reference to Elevation Certificate Added to "Application Stage" Added "Construction Stage" to "Permit Procedures"
12	16.10.5	Removed manufactured home from "General Standards for All Zones" Added new development requirements for "Residential Construction" Added new development requirements for "Non-Residential Construction" Updated Manufactured home requirements Added requirement for new streets to be located above base flood elevation
13	16.10.6	Removed Historic Structures from Variance Procedure
14	17.3.1	Revised "Permit Required" section

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

PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (222 SANTA ANITA, 815 W MS HWY 12, 100 MARTIN LUTHER KING JR DRIVE AND LOT 5B & PT LOT 5 & LOT 12 CITY BLOCK 10) 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.

Code Enforcement Officer Sarah Perez presented 222 Santa Anita, 815 W MS Hwy 12, Lot 24 D City Block 18A (100 Martin Luther King Dr), and Lot 5 B & PT Lot 5 & Lot 12 City Block 10 for consideration under Mississippi Code Annotated §21-19-11.

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

Case #24-000554, Parcel #117L-00-224.00, 222 Santa Anita, Starkville, MS:

Case #24-000551, Parcel #102E-00-210.00, 815 W MS HWY 12, Starkville, MS:

Case #24-000548, Parcel #118P-00-149.0, 100 Martin Luther King Dr, Starkville, MS:

Case #24-000586, Parcel#118O-00-340.00, Lot 5B & PT Lot 5 & Lot 12 City Block 10:

30. CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (222 SANTA ANITA, 815 W MS HWY 12, 100 MARTIN LUTHER KING JR DRIVE AND LOT 5B & PT LOT 5 & LOT 12 CITY BLOCK 10) 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.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion for the City of Starkville to mow the properties located at 222 Santa Anita, 815 W MS Hwy 12, Lot 24 D City Block 18A (100 Martin Luther King Dr), and Lot 5 B & PT Lot 5 & Lot 12 City Block 10 in accordance with Mississippi Code Annotated §21-19-11.

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 UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 1443 FIRE STATION RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118 -27-017.00, 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 DEMOLITION COULD OCCUR.

Code Enforcement Officer Sarah Perez presented 1443 Fire Station Rd., Starkville, MS 39759, with the parcel number 118 -27-017.00. Initial inspection of 1443 Fire Station Rd. was performed by Code Enforcement Officer Sarah Perez on October 16, 2024, and re-inspection on October 28, 2024, by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as overall upkeep of the property being neglected and natural deterioration over time. Public Notices of the public hearing were posted on the front entrance window at City Hall and on the subject property on October 21, 2024. Notification letters of the public hearing were sent on October 21, 2024, to the property tax payer/owner Hilda Gilespie. Tax payer/owner information was obtained through the Oktibbeha County Chancery Clerk Office and through Deed records. On Monday, October 28, 2024, Officer Sarah Perez and Building Official Stein McMullen met with Mr. Ethen Gillespie, the property owner's husband, to do a walk-through of the property and take photographs of the structure. Mr. Gillespie signed a permission to search form and walked the property with them.

Mr. Gillespie was present and apologized to the Mayor and Board that the property had gotten to this condition. He requested time to remove any salvageable lumber and items. After that time, he would like for the City to burn the property if possible.

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

31. CONSIDERATION TO DETERMINE THE BUILDING, LOCATED AT 1443 FIRE STATION RD., STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 118 -27-017.00, IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND WILL BE SUBJECT TO DEMOLITION UNDER MISS. CODE ANN. § 21-19-11.

Alderman Sistrunk, duly seconded by Alderman Perkins, offered a motion to determine the building, located at 1443 Fire Station Rd., Starkville, MS 39759, with the parcel number 118 -27-017.00, is a menace to the public health, safety, and welfare of the community and will be subject to demolition under Miss. Code Ann. § 21-19-11, thus allowing the City of Starkville to clean the site and to allow the subject property be allowed a maximum of 30 days to obtain permits, establish a repair schedule and/or commence demolition of the structure to be completed within 60 days from today.

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.

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

A. Accumulation of noxious weeds and other rank vegetation.

B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.

C. Any condition which provides harborage for rats, mice, snakes and other vermin.

D. Any structure or equipment, as defined and regulated by the adopted technical codes of Section 17, which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.

E. All unauthorized noises and vibrations, including animal noises.

F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.

G. The carcasses of animals or fowl not disposed of within a reasonable time after death.

H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.

I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.

J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.

K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 9/ 4/2024

Tax Year 2023
Records Last Updated 9/ 3/2024

PROPERTY DETAIL		
OWNER	GILLESPIE HILDA	ACRES : .26
	38 CHOCTAW RD	LAND VALUE : 2340
		IMPROVEMENTS : 2870
	STARKVILLE MS 39769	TOTAL VALUE: 5210
		ASSESSED : 782
PARCEL	118 -27-017.00	
ADDRESS	**NA**	

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	43.10	43.10	0.00
CITY	25.02	25.02	0.00
SCHOOL	51.60	51.60	0.00
TOTAL	119.72	119.72	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 1 / 30 / 2024

MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	A TRIANGULAR LOT IN S2 N2 SW4
HOMESTEAD CODE	None		NE4
TAX DISTRICT	2110		MAP 118 DB/PG 465/354 981/171
PPIN	015060		B 981 P 171 06/16/1999
SECTION	27		
TOWNSHIP	19N		
RANGE	14E		
Book 981	Page 171		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
	NO TAX SALES FOUND	

Back

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on October 16, 2024, at approximately 10:00 hrs:

Violation Notice issued pages 1-4, Monday, October 21, 2024 and mailed to the property owner:

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

FIRST NOTICE OF VIOLATION

Hilda Gillespie
38 Choctaw Rd
Starkville, MS 39759

Case No. 24-000576
Issued: October 21, 2024

VIOLATION LOCATION
1443 FIRE STATION Rd, PARCEL # 118 -27-017.00
Starkville, MS 39759

LEGAL DESCRIPTION

An inspection of the above referenced property was made on October 21, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than October 31, 2024.

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

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

Issued By:

Sarah Perez, *Code Enforcement Officer*

RECIPIENTS: Hilda Gillespie

Violations Listing

Dilapidated Structures [MCA Section 21-19-11]
Reported By: Sarah Perez on Oct 21, 2024 at 10:56 AM
Property or parcel of land determined to be menace to public health, safety and welfare.

CORRECTION	DESCRIPTION
Remove Dilapidated Structure REQUIRED	It is the duty of person(s) in violation to comply by removing dilapidated structures.

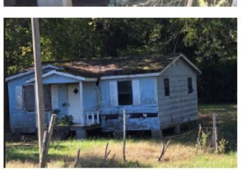
Call # [illegible] Dispatcher PEREZ, S
Date/Time [illegible] Disposition REPORT
Type CODE ENFORCEMENT Zone
How Rcvd OFFICER INITIATED
Sent To Dispatch

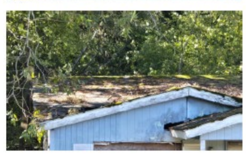
Location Address
1443 FIRE STATION RD
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	[illegible]	[illegible]	[illegible]		

Notes
[illegible] PEREZ, S CASE [illegible] DILAPIDATED STRUCTURES AND PROPERTY MAINTENANCE
[illegible] PEREZ, S PHOTOS TAKEN FROM THE PUBLIC ROAD WAY SHOW EVIDENCE OF DETERIORATION OF THE STRUCTURE AND HOLES IN THE ROOF





Notice of public hearing posted on the property, at City Hall, and mailed to the property owner on Monday, October 21, 2024.

HILDA GILLESPIE
38 CHOCTAW RD
STARKVILLE, MS 39759

NOTICE

PARCEL NUMBER: 118 -27-017.00

1443 FIRE STATION RD., STARKVILLE, MS 39759

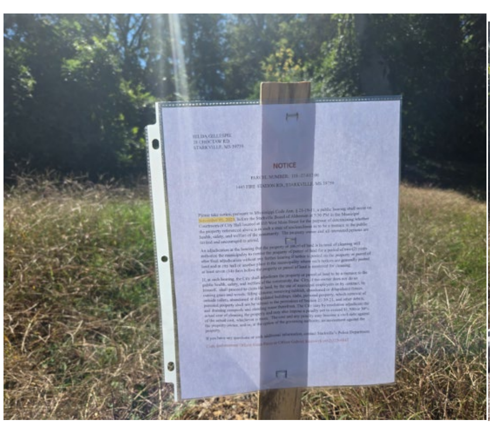
Please take notice, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on November 05, 2024, before the Starkville Board of Aldermen at 5:30 PM in the Municipal Courtroom of City Hall located at 110 West Main Street for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

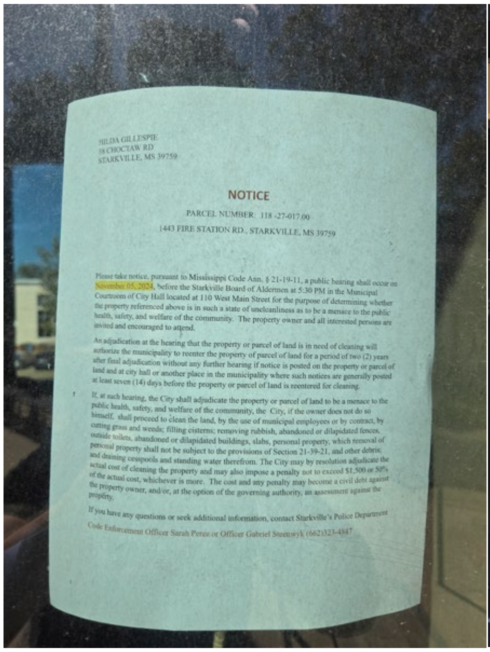
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property of parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (14) days before the property or parcel of land is reentered for cleaning.

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

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

Code Enforcement Officer Sarah Perez or Officer Gabriel Steenwyk (662)323-4847





On Monday, October 28, 2024, I Officer Sarah Perez and Building Official Stein McMullen met with Mr. Ethen Gillespie who is the property owner's husband to do a walk through of the property and take photographs of the structure. Mr. Gillespie signed a permission to search form and walked the property with us.

STARKVILLE POLICE DEPARTMENT
PERMISSION TO SEARCH

I, Ethen Gillespie have been informed by Sarah Perez and Stein McMullen, who made proper identification as a(n) authorized law enforcement officer(s) of the Starkville Police Department of my constitutional rights not to have a search made of the premises and property owned by me and/or under my care, custody and control, without a search warrant.

Knowing of my lawful rights to refuse to consent to such a search, I willingly give my permission to the above named officer(s) to conduct a complete search of the premises and property, including all buildings and vehicles, both inside and outside the property located at 1443 Fire Station Rd. Starkville, MS 39759.

The above said officer(s) further have my permission to take from my premises and property, any letters, papers, materials or any other property or things which they desire as evidence for criminal prosecution in the case or cases under investigation.

This written permission to search without a search warrant is given by me to the above officer(s) voluntarily and without any threats or promises of any kind, at 10:30 Am on this 28th day of October 2024.

Ethen [signature]
Signed
38 Choctaw Rd 5
Address
662 418 5953
Phone

[signature]
Witness
110 E. Main St.
Address
662 323 2555
Phone

[signature]
Witness
101 E. Lampkin St.
Address
662 323 4847
Phone

SPD 35 Rev: 5-28-08











32. CONSIDERATION OF APPROVING THE TWO MEMORANDA OF UNDERSTANDINGS BETWEEN THE CITY AND MISSISSIPPI DEPARTMENT OF FINANCE FOR THE APPROPRIATION FUNDS ASSOCIATED WITH SECTION 10 OF SENATE BILL 2468, 2024 REGULAR LEGISLATURE SESSION, FOR COSTS ASSOCIATED WITH THE MAIN STREET PROJECT.

Alderman Moreland, duly seconded by Alderman Brooks, offered a motion approving the two MOUs between the City and Mississippi Department of Finance for the appropriation funds associated with Section 10 of Senate Bill 2468, 2024 Regular Legislature Session, for costs associated with the Main Street Project. The MOUs follow this page. 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: Nay
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

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

33. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of October 28, 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. 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.

General Fund	001	$ 412,010.83
Airport Fund	015	77,354.77
Sanitation / Environ Services	022	28,261.08
Debt Service Fund	200	93,518.75
2022 GO Bonds	305	1,064,001.92
Parks Capital Project Fund (2023)	312	530,539.63
Spring St/Hwy 12 Linkage TAP	313	23,050.00
Park and Rec Tourism	375	34,025.00
BUILD Grant/ MS 182/MLK Dr	377	79,382.37
Economic Dev, Tourism & Conv	630	173,823.50
Payroll Clearing Fund	681	2,103.28
Sub Total Before Utilities		$ 2,518,071.13
Utilities Dept.	SED	410,684.54
Total Claims	Total	$ 2,928,755.67

Government

MEMORANDUM OF UNDERSTANDING

Entity: City of Starkville

Authorized Representative: Lesa Hardin

Title: City Clerk /CFO **Date:** 10-31-2024

Address: 110 West Main St / Starkville, MS 39759

Telephone: 662-323-2525 **EMAIL:** l.hardin@cityofstarkville.org

Funding Amount : $550,000

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the Entity for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the Entity in paying costs associated with the local project (hereinafter the "Project") specified in Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Laws of 2024, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed the Funding Amount listed above (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, The Act, authorized expenditures for certain projects; and

WHEREAS, pursuant to the Act, the Legislature has appropriated funds to the Entity to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies to pay the costs of the Project; and

WHEREAS, the Entity shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the Entity to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the Entity is subject to the State's procurement laws; and

WHEREAS, the Entity agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the Entity agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter's end. The Entity shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the Entity that the funds on deposit for Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from upon written request of the Entity to pay the costs associated with the Project.

Section 2. The Entity certifies and agrees to make every effort to expend all funds received within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

Entity's Authorized Representative Listed Above

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Deputy Executive Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the DFA approval date.

IN WITNESS WHEREOF, the Entity has affixed its signature on the date indicated below.

Entity Name: City of Starkville

By: [signature] Date: 11·5·2024
Name, Title Mayor

EXHIBIT A

The Entity shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).

2. The Program of Work for the Project.

3. All solicitation documents (RFQ, RFP, IFB, etc.).

4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.

5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.

6. All contracts awarded for the Project.

7. All bank statements.

8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 10/31/2024

PROJECT NAME: SB2468 Main Street (550,000)

MAILING ADDRESS: 110 West Main Street
Starkville
39759

CONTACT UPDATE LIST

PROVIDE 3 FORMS OF CONTACT INCLUDING: EMAIL ADDRESS AND PHONE NUMBER FOR EACH PERSON

(BE SURE TO UPDATE THIS FORM EACH TIME YOU HAVE CHANGES IN PERSONNEL)

Name	Phone Number	Email Address
Lesa Hardin	(662) 323-2525	l.hardin@cityofstarkville.org
Stephen Webb Corban	(662) 323-2525	w.corban@cityofstarkville.org
Joanna McLaurin	(662) 323-2525	j.mclaurin@cityofstarkville.org

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: ______

Government

MEMORANDUM OF UNDERSTANDING

Entity: City of Starkville

Authorized Representative: Lesa Hardin

Title: City Clerk /CFO **Date:** 10-31-2024

Address: 110 West Main St / Starkville, MS 39759

Telephone: 662-323-2525 **EMAIL:** l.hardin@cityofstarkville.org

Funding Amount : $2,450,000

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the Entity for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the Entity in paying costs associated with the local project (hereinafter the "Project") specified in Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Laws of 2024, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed the Funding Amount listed above (hereinafter the "Project Funds"), for the Project. (**PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.**)

RECITALS

WHEREAS, The Act, authorized expenditures for certain projects; and

WHEREAS, pursuant to the Act, the Legislature has appropriated funds to the Entity to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies to pay the costs of the Project; and

WHEREAS, the Entity shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the Entity to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the Entity is subject to the State's procurement laws; and

WHEREAS, the Entity agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the Entity agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter's end. The Entity shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the Entity that the funds on deposit for Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from upon written request of the Entity to pay the costs associated with the Project.

Section 2. The Entity certifies and agrees to make every effort to expend all funds received within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

Entity's Authorized Representative Listed Above

Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Deputy Executive Director
501 North West Street, Suite 1301
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Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

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IN WITNESS WHEREOF, the Entity has affixed its signature on the date indicated below.

Entity Name: City of Starkville

By: ______________________ Date: 11-5-2024

Name, Title Mayor

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MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE: 10/31/2024

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Joanna McLaurin	(662) 323-2525	j.mclaurin@cityofstarkville.org

AUTHORIZED PERSONNEL SIGNATURE

DFA USE ONLY
COMPLIANCE OFFICER
INITIAL: ______

34. A MOTION TO GO INTO CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a Closed Session to determine if there is a proper cause for Executive Session. Upon the motion of Alderman Vaughn, seconded by Alderman Brooks, to enter into a Closed Session to determine if there is proper cause for Executive Session, 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 passed. The Board entered closed session.

35. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Rupp offered a motion to go into Executive Session for the purpose of discussion of investigative proceedings. Following a second by Alderman Brooks, the Board voted as follows to enter Executive Session:

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 passed. The Mayor invited the public back in and then announced that the Board had decided to go into Executive Session for the purpose of discussion of investigative proceedings. The Mayor and Board then went into Executive Session.

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

Alderman Vaughn offered a motion, seconded by Alderman Rupp, to exit executive session and return to open session. 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 passed.
The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

37. MOTION TO RECESS UNTIL NOVEMBER 19, 2024 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until November 19, 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 19th DAY OF NOVEMBER, 2024.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK