



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
December 2, 2025**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A'. Perkins

Board of Aldermen
Kim Moreland
Sandra Sistrunk
Kyle Skinner
Mike Brooks
William Pochop
Henry Vaughn, Sr.

City Attorney
Berk Huskison

**Human Resources
Director**

City Clerk
Joanna McLaurin

Chief Financial Officer
Webb Corban

**Utilities General
Manager**
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Dewayne Davis

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

City Planner
Daniel Havelin

Building Official
Stein McMullen

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY DECEMBER 2, 2025
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 14, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 18, 2025 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Christmas holiday garbage schedule
City holiday schedule

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

SECOND PUBLIC HEARING AND CONSIDERATION OF REVISING THE AGGRESSIVE PANHANDLING ORDINANCE 12.3.09-10 TO PROHIBIT SOLICITING DURING HOURS FROM SUNSET TO SUNRISE.

IX. MAYOR'S BUSINESS

A. CONSIDERATION AND APPROVAL OF APPOINTING STACY COBBINS AS THE NEW HUMAN RESOURCES DIRECTOR FOR THE CITY OF STARKVILLE.

X. BOARD BUSINESS

A. CONSIDERATION AND APPROVAL OF THE 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 2026, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$10,000,000, 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 2026 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 2026 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 2026 BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2026 BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2026 BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2026 BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2026 BONDS; AND FOR RELATED PURPOSES.

B. CONSIDERATION AND APPROVAL OF THE RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES AS DESCRIBED HEREIN; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

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 APPROVING THE PROFESSIONAL SERVICES CONTRACT WITH TUNNEL, SPANGLER & ASSOCIATES, INC. (TSW) FOR ON-CALL COMPLETE STREETS PLANNING, POLICY REVIEW, AND DEVELOPMENT OF TRANSPORTATION-RELATED STANDARDS FOR AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$25,000.00.

2. CONSIDERATION OF APPROVING STARKVILLE MAIN STREET ASSOCIATION'S INVOICE FOR MAIN STREET IMPROVEMENTS LIGHTS OVERAGE FOR A TOTAL AMOUNT OF \$17,950.00.

3. CONSIDERATION OF APPROVING THE LOW QUOTE FROM HANNON, LLC FOR THE 601 S JACKSON ST ADA IMPROVEMENTS PROJECT IN THE AMOUNT OF \$14,550.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 25, 2025 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

F. FIRE DEPARTMENT

1. CONSIDERATION OF APPROVAL FOR A CHANGE ORDER IN PRICE IN THE AMOUNT OF \$1,041.25 TO REPAIR BROKEN CONCRETE IN FRONT OF FIRE STATION 1. THE PRICE DIFFERENCE IS DUE TO 49 MORE SQUARE FEET OF CONCRETE POURED TO COMPLETE THE JOB.
2. CONSIDERATION OF APPROVAL OF THE LOW QUOTE FROM COMSOUTH IN THE AMOUNT OF \$39,083.10 FOR KENWOOD RADIOS AND ACCESSORIES WITH THE HOMELAND SECURITY GRANT PROGRAM (HSGP) OF WHICH \$37,500 WILL BE REIMBURSED FROM THE GRANT AND \$1,583.10 FROM CITY FUNDING.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JAMAAL JONES AND JAVIAN MOBLEY AS STREET MAINTENANCE WORKERS IN THE STREET DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JOHN DERIVAUX AS A NON-CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO PURCHASE FROM AXON ENTERPRISES, INC A 180 CAMERA, FUSUS CORE ELITE AI 2.0 WITH 44 TB HDD STORAGE AND ONBOARD AI AT A COST OF \$5,000.00, PER THE ATTACHED QUOTE. THIS CORE IS A SOLE SOURCE VENDOR AND COMPATIBLE WITH THE EXISTING FUSUS SYSTEM.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE EMERGENCY PURCHASE QUOTE FROM PARKS AND PARKS AT CURRY STREET PLANT FOR CURRY WELL INSPECTION IN THE AMOUNT OF \$23,600.00.
2. CONSIDERATION OF APPROVAL OF TASK ORDER #6 FOR PLANNING, DESIGN, AND CONSTRUCTION ENGINEERING AND INSPECTION FOR THE NEW PRODUCTION WELL AND WATER TREATMENT PLANT FROM NEEL-SCHAFFER.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

XV. **OPEN SESSION**

XVI. **RECESS UNTIL DECEMBER 16, 2025 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
NOVEMBER 14, 2025**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, November 14, 2025 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderwoman Kim Moreland, Alderwoman Sandra Sistrunk, Alderman Kyle Skinner, Alderman Mike Brooks and Alderman Henry Vaughn, Sr. City Attorney Berk Huskison and City Clerk Joanna McLaurin were also present.

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

Rodney Lincoln gave a presentation on the project status and future plans for George M. Bryan Airport.

Cody Burnett gave a presentation on the next phase of the street preservation projects.

Alderman Mike Brooks left the meeting.

The Mayor and members of the Board discussed items on the upcoming November 18, 2025 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 2nd DAY OF December, 2025.

MAYOR D. LYNN SPRUILL

Attest:

Seal

JOANNA MCLAURIN
CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

NOVEMBER 14, 2025

11:00 a.m.

- A. CALL THE WORK SESSION TO ORDER**
- B. PRESENTATION BY RODNEY LINCOLN ON THE PROJECT STATUS AND FUTURE PLANS FOR GEORGE M. BRYAN AIRPORT**
- C. PRESENTATION BY CODY BURNETT ON THE NEXT PHASE OF THE CAPITAL IMPROVEMENT AND STREET PRESERVATION PROJECTS**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 18, 2025, MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- E. ADJOURN MEETING**

GEORGE M BRYAN FIELD STARKVILLE MS



Airport Update November 14, 2025

Topics

- History of George M Bryan Field Airport
- Local Based Aircraft
- Runway Operations
- Runway and Taxiway Extension Project
- New Helicopter Air Lift and Disaster Response Center
- Fuel Sales
- Status of Current Fixed Base Operator Facility
- Plan for Airport Terminal Improvements
- New Terminal Building Use
- Parking Lot
- Ramp Extension
- Recent MSU Home Football Game Day Ramp Views
- Proposed Corporate Hangar

2

History

George M Bryan Field Airport History

The Starkville / Oktibbeha County Airport began operations in 1934. It served the flying public of the day and later as an Army Air Force training base during WWII. Glider pilot cadets received instruction to prepare for combat missions primarily in the European Theatre. After the war, the airport served local and transient pilots as a source for fuel & supplies. STF continues to be an active municipal airport serving Starkville, Mississippi State University, and Oktibbeha County. MSU's Aerospace Engineering - Raspet Flight Lab is located on the field and is an integral part of the future of aviation by conducting Unmanned Air Systems research and the development of composite materials for aircraft.

3

Local Based Aircraft at STF

- 4 Jet Airplanes with 1 more pending
- 2 Multi-Engine Propeller Airplanes
- 55 Single Engine Airplanes
- 1 Helicopter
- 7 Gliders
- 12 Unmanned Air Systems
- 2 Flight Schools
- 69 Total

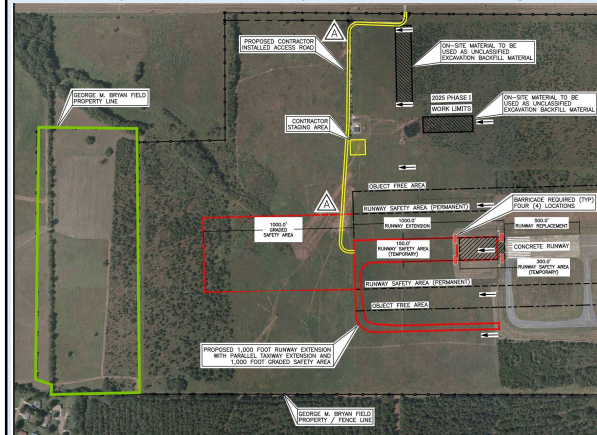
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Runway Operations

- One operation is considered to be a take-off or a landing
- STF experiences an average of 50 operations daily
- Our 2 flight-training operators on the field help keep the average much higher than surrounding airports of our size.
- Raspet Flight Lab also contributes to the number of operations.

5

Runway and Taxiway Extension Project



- Green line marks the purchased land for the required additional object free safety area
- Approximately 27.4 acres
- Runway extension will add 1000 feet to the total length
- Additional perimeter fencing will be installed with the runway extension project

6

Runway Extension – Primarily Funded by FAA

- Extend the runway to the South – 1,000 feet, giving us 6,550 feet of runway to safely accommodate large corporate and charter aircraft.
- Dirt work expected to be completed 2026 or early 2027.
- Pavement expected to be completed before fall of 2027.
- LED runway lighting to be included in project.
- Overlay of entire runway to increase weight capacity to be included in project.
- Then final full length runway markings will be installed
- 2025 FAA AIP \$2,635,633.00, MDOT \$69,359.00, Local \$69,358.52 – City 24,275.48 Total \$2,774,350.52

7

G600



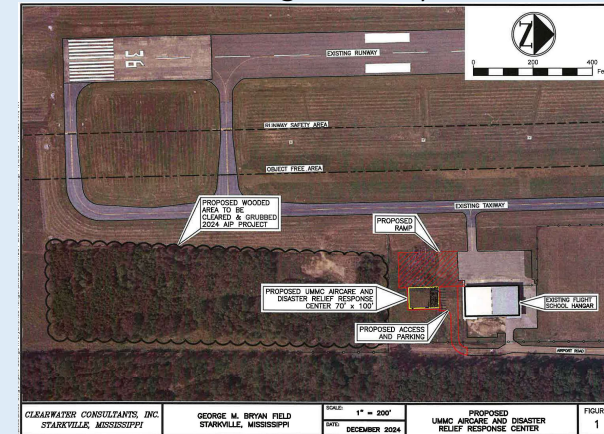
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UMMC EMS HELICOPTER BASE

- In 2024 we were approached by UMMC Air Rescue to begin discussions of relocating their base from GTR to STF
- We promptly began applying for a variety of grants from MDOT, ARC, and acquiring local matching funds
- As of September 2025, we have been awarded \$2,075,545 in grants and local share and are completing the final design for the new hangar with living quarters for the EMS company
- We expect revenues exceeding \$100,000 annually through rent and fuel sales from this project.

9

New Medical Hangar Facility Location



10

Fuel sales at the Airport

- Non football weekends average approximately \$3,000 in fuel sales.
- Typical fuel sales during SEC football game weekends average \$40,000.
- We sold \$50,000 worth of fuel during the Texas vs MSU weekend.
- We have averaged roughly \$1,100,000 in fuel sales annually over the past 3 years.

11

Status of current Fixed Base Operator facility

- The current FBO building was an afterthought add-on to the city-owned large hangar in 2004. It was refurbished in 2022 with a total area of approximately 1,100 square feet which includes a lobby with seating for seven(7) people, a small kitchen, one office, an FBO counter, a pilot snooze room for two pilots, and three restrooms.
- The FBO fills with over 30 student athletes per event by MSU sports teams or their opponents traveling to / from the Starkville airport. In 2024 we had 100 of these operations culminating in 3,000 student athletes filing through the FBO.
- During MSU football weekends, over 200 people attempt to squeeze into and out of the FBO lobby throughout each day.

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Aerial View of Current FBO



13

Current FBO lobby with waiting passengers



14

MSU Women's Soccer Team in FBO Lobby



15

MSU Men's Basketball Team Waiting for Plane



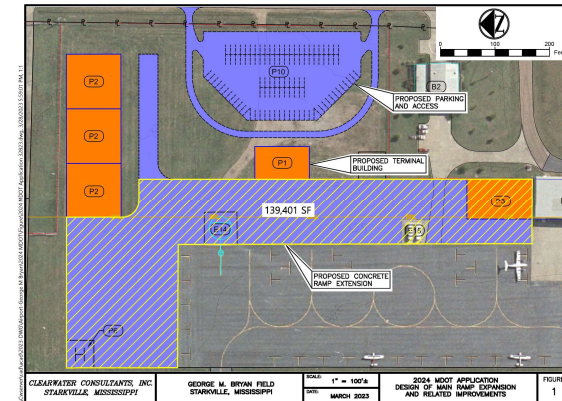
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Plan for Airport Terminal Improvements

- New Terminal Building including FBO operations
- New Terminal Parking lot
- Extending Ramp from current Terminal building to New Terminal Building

17

New Terminal Building and Improvements



18

New Terminal Building view from Airport Road



19

New Terminal Building Ramp Side



20

New Terminal Building Use

- Welcome air travelers flying to Starkville for MSU sporting events as well as academic and cultural events at the University.
- Accommodate business travelers by offering conference rooms, lounge areas and other amenities commonly afforded by similar airports.
- Provide a respite for the pilots bringing the aforementioned passengers to the Starkville-Bryan Airport.
- Offer to the public, meeting spaces for non-aviation activities.
- Provide adequate space for FBO Operations and customer service.

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Benefits to MSU and the Community

- Bring about a 1st impression of the Starkville-Bryan Field Airport and the community that will rival any SEC school airport to all visitors!
- Show the parents of prospective MSU students, candidates for MSU hires, and area business developers the commitment we have to quality and excellence here in Starkville, MSU, and Oktibbeha County.
- Allow for MSU and the opposing teams student athletes to enjoy a weather-tight and comfortable environment while waiting to board their charter aircraft. And provide an adequate area for FAA/TSA required passenger screening before boarding.
- Outshine Ole Miss!

22

Terminal Costs and Funding

- Estimated Cost for Terminal Building and Access Road: **\$8,772,000**
- FAA Airport Terminal Grant and BIL Grant: **\$7,456,000**
- Matching funds requirements: **\$1,316,000**
- Funding Sources:
 - City, County, University
 - MSU Foundation
 - Individual Donors – Primarily those currently using our Airport

23

Parking Lot for New Terminal

- Parking for air travelers and the general public
- Roadway for Tanker Trucks to bring in fuel
- Automated secured gates for entry and exit to the ramp
- Estimated Cost of Parking Lot: **\$1,133,000**

24

Ramp Extension for New Terminal

- Currently overflow aircraft parking is in the grass and on crossing taxiways
- Relocation the Self-Service Fueling Island / Farm
- Provide space for Fly-In events
- Estimated Cost for Ramp Extension: **\$2,844,000**

25

Tennessee Game Aerial View

Picture taken from a local helicopter



Tennessee vs Mississippi State



Texas vs Mississippi State - 1



Texas vs Mississippi State - 2



Texas vs Mississippi State - 3



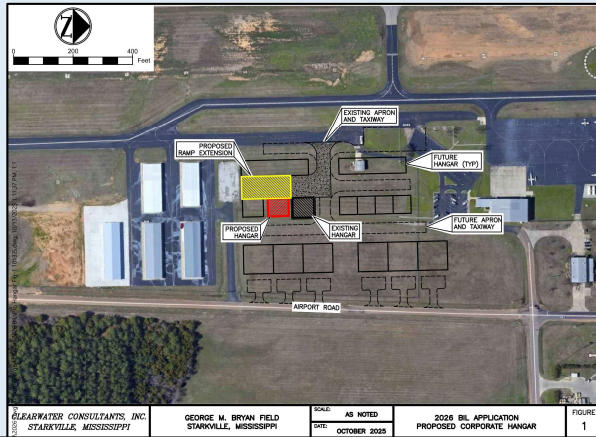
Texas vs Mississippi State - 4



Georgia vs Mississippi State



Proposed Corporate Hangar



33

Credits

- Rusty Bouchillon – Airport Operations Manager
- Clearwater Consultants – Carey Hardin, Charles Porter
- Abby Caraway – Airport Lineman
- Avis Wallace – Airport Lineman

34

11 | 14 | 25



26

PLANNING
EVERY MILE

FY 2026 STREET IMPROVEMENTS

CITY OF STARKVILLE ENGINEERING DEPARTMENT

11 | 14 | 25

OVERVIEW

I

FY 23
PROGRAM OVERVIEW

II

FY 24 & 25
PROGRESS SO FAR

III

FY 26
PROPOSAL

26

PLANNING
EVERY MILE

11 | 14 | 25

A SMARTER ROAD FORWARD

I

PROGRAM
OVERVIEW

ANNUAL INVESTMENT	How much funding do we need in overlays every year?
MAINTENANCE COSTS	The cost to overlay roads far exceeds available roadway funds
LOSING GROUND	Without intervention, we lose ground every year in street condition
PRESERVATION APPROACH	Keep good roads good
OUR GOAL	Reach a street condition that we can afford to maintain without new debt

11 | 14 | 25

AFFORDABLE MAINTENANCE

I

PROGRAM
OVERVIEW



FY	23	24	25	26	27	28	29	30	31	32	33
ROAD RATING	5.40	5.50	5.63	5.80	5.99	6.19	6.37	6.55	6.72	6.87	7

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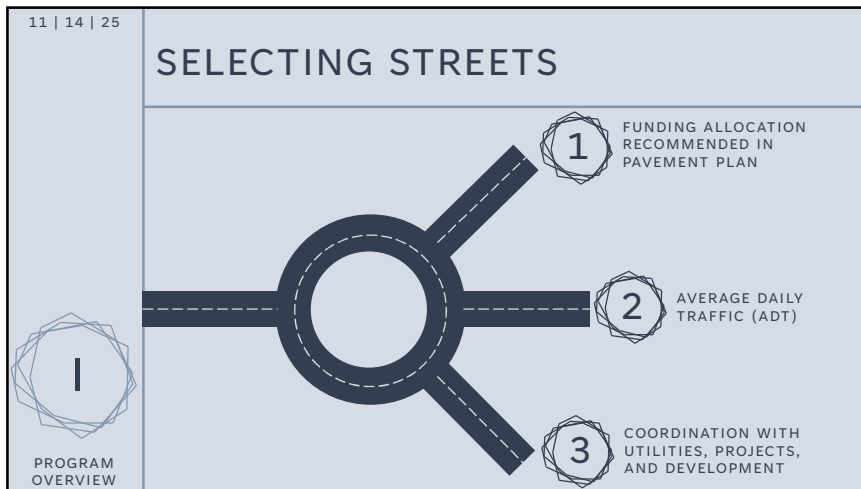
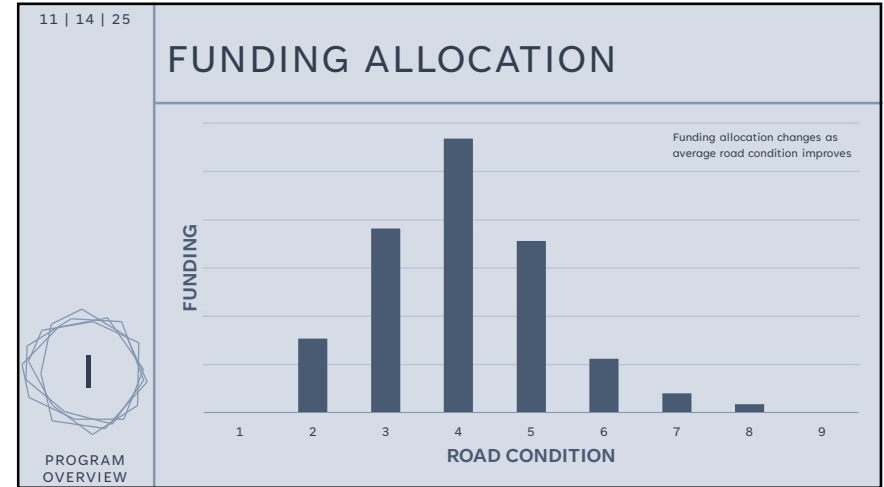
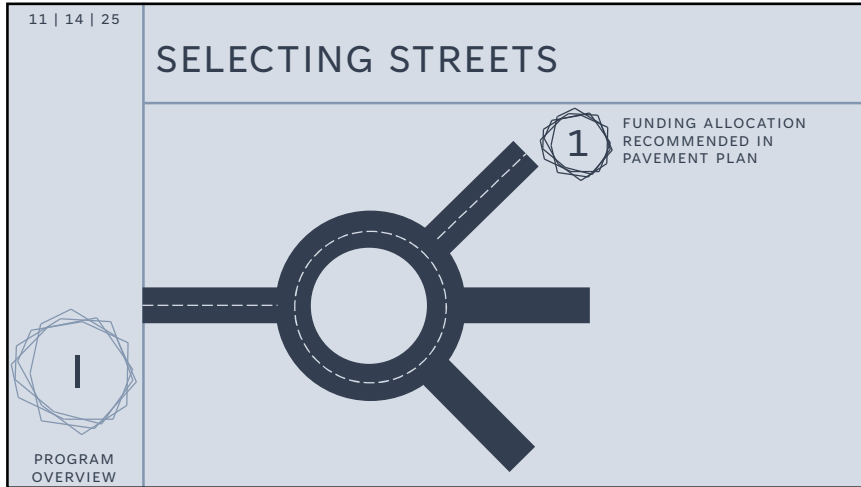
FY 24 - 33 | 10 YEAR
PAVEMENT PROGRAM

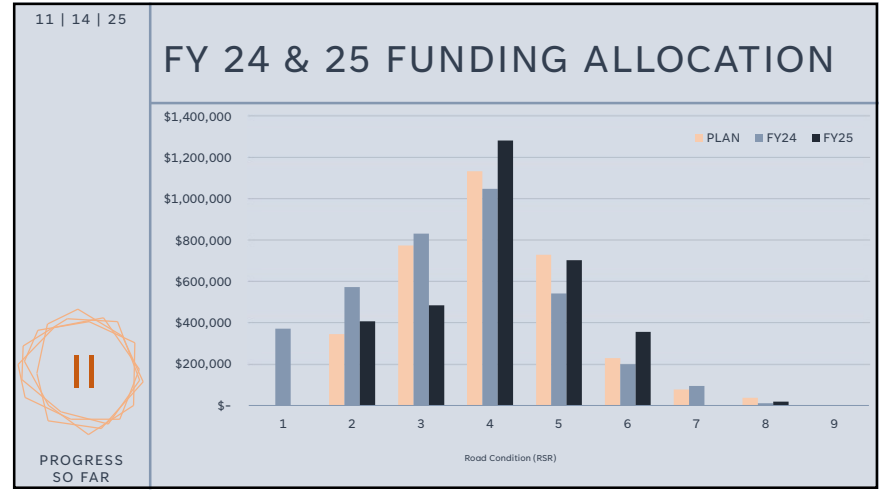
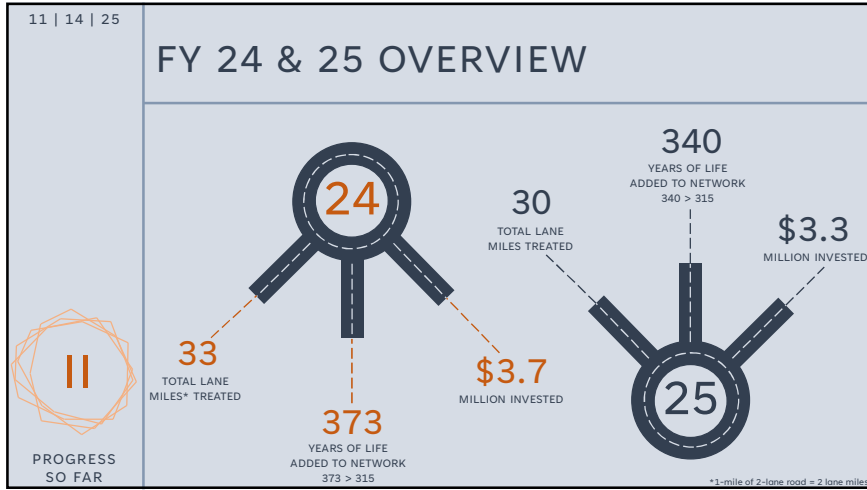
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FY 33 EXPECTED AVERAGE
PAVEMENT CONDITION

\$2.5

MILLION EXPECTED
ANNUAL MAINTENANCE





11 | 14 | 25



STARKVILLE
MISSISSIPPI'S COLDEST TOWN
ROADWAY IMPROVEMENT
COMING TO THIS AREA

SCAN
FOR
MORE
INFO!

II

PROGRESS
SO FAR

11 | 14 | 25

OVERVIEW



I
FY 23
PROGRAM OVERVIEW

II
FY 24 & 25
PROGRESS SO FAR

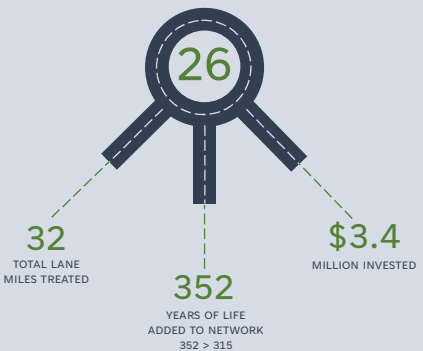
III
FY 26
PROPOSAL

26

PLANNING
EVERY MILE

11 | 14 | 25

FY 26 PROPOSAL



26

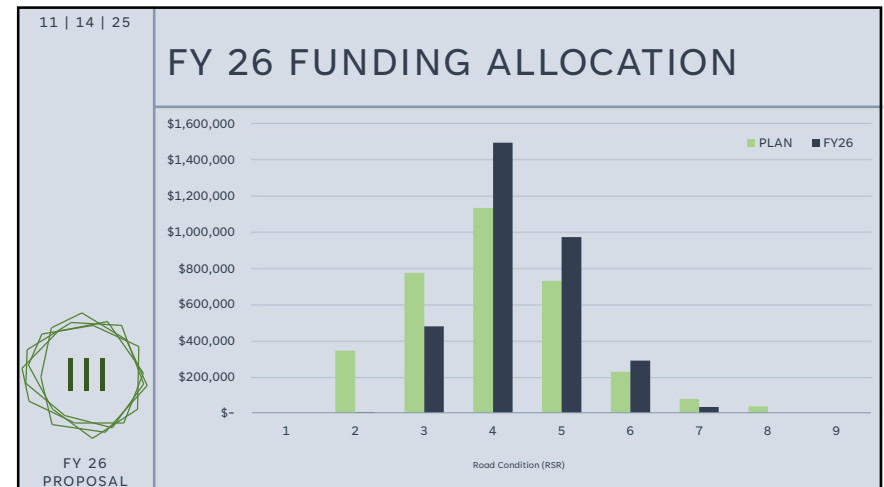
32
TOTAL LANE
MILES TREATED

352
YEARS OF LIFE
ADDED TO NETWORK
352 > 315

\$3.4
MILLION INVESTED

III

FY 26
PROPOSAL



11 14 25	PROJECT COST ALLOCATION					
III FY 26 PROPOSAL	STREETS	FROM	TO	RAB	WORK TYPE	ESTIMATE
	Ave of Patriots	Hay 12	Dead End	4	Asphalt Overlay	\$97,597.50
	Whitfield St	Ave of Patriots	Greenboro St	4	Asphalt Overlay	\$506,134.50
	Rockford St	Yellow Jacket Dr	Hay 12	3	Asphalt Overlay	\$56,864.00
	Polkham Rd	Airport Rd	Industrial Park Rd	4	Asphalt Overlay	\$172,886.50
	Yellow Jacket Dr	Louisville St	S Jackson St	4	Asphalt Overlay	\$162,944.50
	Greenboro St	Whitfield St	W Lampkin St	4	Asphalt Overlay	\$125,392.50
	Miley Dr	Airport	Industrial Park Rd	3	Asphalt Overlay	\$164,988.40
	Lynch Green	Dead End (South)	Spring St	4	Asphalt Overlay	\$66,174.00
	Stollas St	Whitfield St	Louisville St	3	Asphalt Overlay	\$130,940.00
	Pho Oak Dr	Anderson Dr	Ave of Patriots	4	Asphalt Overlay	\$146,404.50
	Heaven Cir	Lynn Ln (West)	Lynn Ln (East)	4	Asphalt Overlay	\$151,088.00
	Adhes St	Pontiac Dr	Marchez St	4	Asphalt Overlay	\$36,562.60
	Lakewood Dr	E Lee Blvd (South)	E Lee Blvd (North)	4	Asphalt Overlay	\$75,700.00
	Green Hill Dr	Dead End (West)	N Montgomery St	4	Asphalt Overlay	\$61,634.00
	Highland Ave	Frontier Dr	Hilly St	4	Asphalt Overlay	\$52,435.50
	Lampton Cv	Huntington Dr	Dead End	3	Asphalt Overlay	\$36,874.00
	Lake Pointe Ln	Huntington Dr	Dead End	3	Asphalt Overlay	\$25,084.50
	East Dr	Lakewood Dr	Dead End (North)	4	Asphalt Overlay	\$15,320.00
	Middle Ct	Green Hill Dr	Dead End	4	Asphalt Overlay	\$11,257.50
	West Ct	Green Hill Dr	Dead End	4	Asphalt Overlay	\$10,275.00
	East Ct	Green Hill Dr	Dead End	4	Asphalt Overlay	\$9,284.00
	Edgewater Ln	Lakewood Dr	Dead End (North)	2	Asphalt Overlay	\$4,855.50
	S Montgomery St	S Montgomery Rd	City Limits (South)	5	Cape Seal	\$118,877.40
	Old West Point Rd	University Dr	Hay 182	5	Cape Seal	\$35,130.40
	Airport Rd	Miley Dr	Hay 12	5	Cape Seal	\$116,409.80
	Green St	S Jackson St	Rockford St	5	Cape Seal	\$68,221.80
	Harbert St	Dead End (South)	Hay 182	5	Cape Seal	\$44,331.80
	Madison Valley Dr	Charming Rd	Mallory Ln	5	Cape Seal	\$116,099.00
	Huntington Dr	Huxley Dr	S Montgomery St	5	Cape Seal	\$90,057.40
	Shanwood Rd	Bridge	Dead End (North)	3	Cape Seal	\$60,461.60
	Shanwood Rd	S Montgomery St	Canterbury Rd	6	Cape Seal	\$90,391.60
	Huntingbird Ln	Dead End (South)	Academy Rd	5	Cape Seal	\$64,824.00
	Pinchmill Rd	Hay 12	Old Hay 12	5	Cape Seal	\$46,604.60
	Kingston Ct	Huntington Dr (West)	Huntington Dr (East)	5	Cape Seal	\$15,085.00
	Yorkshire Rd	Shanwood Rd	Canterbury Rd	5	Cape Seal	\$67,128.00
	Canterbury Rd	Shanwood Rd	Yorkshire Rd	5	Cape Seal	\$30,454.00
	Dover Ct	Huntington Dr (West)	Huntington Dr (East)	5	Cape Seal	\$28,945.00
	Trumpet Vine Ln	Huntingbird Ln	Dead End (North)	5	Cape Seal	\$14,924.20
	Kingwood Dr	Huntington Dr	Dead End	5	Cape Seal	\$13,574.40
	Autumn Woods	Huntington Dr	Dead End	5	Cape Seal	\$13,753.00
	Crowslow Dr	Canterbury Rd	Dead End	5	Cape Seal	\$5,797.00
	E Garand St	N Montgomery St	Old West Point Rd	6	Microsurface	\$97,228.88
	College View St	N Nease St	Adkison Way	6	Microsurface	\$16,646.24
	Santa Anita Dr	Hay 389	N Montgomery St	6	Microsurface	\$30,070.16
	Central Ave	Hay 389	N Montgomery St	6	Microsurface	\$25,538.88
	Greenboro St	Dead Rd	Whitfield St	6	Crack Seal	\$13,721.88
	Jack Wallace Blvd	Rutherford Rd	Hay 389	7	Crack Seal	\$20,743.00
	Rutherford Rd	Dead End (South)	Nashboro Rd	7	Crack Seal	\$11,394.00
	College Ave	St. Albans (East)	St. Albans (West)	8	Crack Seal (Shoulders)	\$14,364.00

11 | 14 | 25

QUESTIONS

26

PLANNING
EVERY MILE

"What Starkville is doing sets them apart from other cities in the state. Preserving their network further saves taxpayer dollars for other projects. In my 20+ years in the industry, this is the first time I have seen, educating the public to the level that Starkville has."

-Amy Walker, Ergon



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, NOVEMBER 14, 2025.**

**AT 10:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 12-2-25
PAGE: 1 of 208

SUBJECT: Request approval of the minutes of the November 18, 2025 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Joanna McLaurin

FOR MORE INFORMATION CONTACT: Joanna McLaurin, City Clerk

SUGGESTED MOTION: Approval of the minutes of the November 18, 2025 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 18, 2025**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on November 18, 2025 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Kyle Skinner, Mike Brooks, William Pochop, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk Joanna McLaurin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill called for any changes to the agenda as presented. Vice Mayor Roy A'. Perkins asked to remove Human Resources business Items 2 & 4 from the consent agenda. There being no objections or additional changes requested, the Mayor called for a motion to approve the agenda as amended with consent items.

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

Alderman Pochop offered a motion, duly seconded by Alderman Moreland, to approve the November 18, 2025 Official Agenda as amended. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,
MISSISSIPPI RECESS MEETING OF TUESDAY, NOVEMBER 18, 2025
5:30 P.M., MUNICIPAL 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 31, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 4, 2025 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Thanksgiving holiday garbage schedule

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

FOURTH PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A NONCONSENSUAL/TRESPASS TOWING ORDINANCE

PUBLIC HEARING ON THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE SAND CREEK REDEVELOPMENT PROJECT, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

FIRST PUBLIC HEARING TO MODIFY THE AGGRESSIVE PANHANDLING ORDINANCE TO INCLUDE ADDITIONAL LANGUAGE ADDRESSING SOLICITING ONLY DURING DAYLIGHT HOURS.

PUBLIC HEARING AND CONSIDERATION OF RZ 25-03 A REQUEST REZONE ALL OR PART OF THREE LOTS LOCATED ON THE EAST SIDE OF CARTER BOULEVARD APPROXIMATELY ½ MILE NORTH OF OLD HWY 12 FROM C TO MDU-20.

PUBLIC HEARING AND CONSIDERATION OF SE 25-07 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A DWELLING, ACCESSORY UNIT AT 802 PINE CIRCLE IN AN SD-2 ZONING DISTRICT.

PUBLIC HEARING AND CONSIDERATION OF UE 25-01 A REQUEST FOR USE EXCEPTION TO ALLOW THE USE OF “OFFICE- PROFESSIONAL” AS PART OF A MIXED-USE BUILDING AT 513 SOUTH MONTGOMERY IN AN TN-E ZONING DISTRICT.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION AND APPROVAL OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STARKVILLE MISSISSIPPI AND TEP STARKVILLE, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY.
- B. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT, IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE SAND CREEK REDEVELOPMENT PROJECT, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI NOVEMBER 2025, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$3,350,000), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.
- C. CONSIDERATION OF A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE SAND CREEK REDEVELOPMENT PROJECT, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, NOVEMBER 2025; AND FOR RELATED PURPOSES.

X. BOARD BUSINESS

- A. REVIEW OF THE DETERMINATION OF THE STATUS OF 512 MARTIN LUTHER KING, JR. DRIVE UNDER THE MISS. CODE ANN. SEC. 21-19-11 (1) FOR COMPLIANCE.

XI. DEPARTMENT BUSINESS

- A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

- B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

- 1. DISCUSSION AND CONSIDERATION OF FP 25-10 A REQUEST FOR FINAL PLAT APPROVAL FOR "STEELDRIVER MINOR SUBDIVISION" LOCATED ON THE EAST SIDE OF STARK ROAD DIRECTLY SOUTH OF 900 STARK RD IN A C ZONING DISTRICT.

D. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

E. ENGINEERING

1. CONSIDERATION OF APPROVING CHANGE ORDER #2 FOR THE MAIN STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF \$39,525.06 AND 8 ADDITIONAL DAYS.
2. CONSIDERATION OF APPROVING THE 2026 STREET IMPROVEMENT LIST.

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 12, 2025 FOR FISCAL YEAR ENDING 9/30/26, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF THE OCTOBER 2025 FINANCIAL STATEMENTS.

G. FIRE DEPARTMENT

1. CONSIDERATION OF APPROVAL TO AMEND PREVIOUS MAY 20, 2025, APPROVAL OF FIREFIGHTER GEAR IN THE AMOUNT OF \$1,987.50 DIFFERENCE IN PRICE.

H. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO APPROVE JOB DESCRIPTIONS FOR THE CHIEF FINANCIAL OFFICER, CITY CLERK AND GRANTS & FINANCE MANAGER POSITIONS IN THE CITY CLERK/FINANCE & ADMINISTRATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A GRANTS & FINANCE MANAGER IN THE CITY CLERK/FINANCE & ADMINISTRATION DEPARTMENT.
3. CONSIDERATION OF APPROVING THE REVISED PERSONNEL MANUAL FOR THE CITY OF STARKVILLE.

4. REQUEST AUTHORIZATION TO HIRE WARREN HUDSON AS A DEPUTY DIRECTOR FOR WATER AND SEWER OPERATIONS FOR THE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE VERONICA HUDSON AS A RESIDENTIAL DRIVER FOR THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

I. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

J. PARKS

1. CONSIDERATION OF ADVERTISING FOR BIDS FOR THE SPORTSPLEX SOCCER FIELD IRRIGATION IMPROVEMENTS PROJECT.

K. POLICE DEPARTMENT

1. POLICE

a. REQUEST APPROVAL TO ENTER A CONTRACT WITH TYLER TECHNOLOGIES FOR THE PURCHASE OF AN ON-PREMISES UPGRADE AND MIGRATION FROM OLD SOFTWARE TO THE NEW SOFTWARE WITH A ONE-TIME COST OF \$20,724.00.

b. REQUEST APPROVAL FOR CORPORAL DYLAN PEDEN AND OFF. FELISHA ELLISON TO ATTEND THE MISSISSIPPI TENNESSEE TACTICAL OFFICERS' ASSOC. SWAT COURSE #43 IN MEMPHIS, TN DECEMBER 1ST – 12TH, 2025 WITH A REGISTRATION FEE OF \$1,000.00 EACH, HOTEL FEE OF \$1700 EACH, PLUS MEALS.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

M. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$15,900.00 FOR ELECTRIC BUTTERFLY VALVES AND INSTALLATION AT CURRY STREET PLANT.

2. CONSIDERATION OF ACCEPTING THE LOW BID AND ADDITIVES FROM HEMPHILL CONSTRUCTION COMPANY, INC. FOR BLUEFIELD WATER TREATMENT PLANT REHABILITATION PROJECT NO. 25002 IN THE AMOUNT OF \$1,220,550.00.

3. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM OVIVO USA, LLC FOR MATERIALS TO REPAIR CLARIFIER #3 AT ERNEST E. JONES WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$16,591.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 2, 2025 @ 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 2-16:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 31, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the October 31, 2025 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 4, 2025 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the November 4, 2025 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF FP 25-10 A REQUEST FOR FINAL PLAT APPROVAL FOR “STEELDRIVER MINOR SUBDIVISION” LOCATED ON THE EAST SIDE OF STARK ROAD DIRECTLY SOUTH OF 900 STARK RD IN A C ZONING DISTRICT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of FP 25-10 a request for final plat approval for “Steeldriver minor subdivision” located on the east side of stark road directly south of 900 Stark Rd in a C zoning district” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVING CHANGE ORDER #2 FOR THE MAIN STREET IMPROVEMENTS PROJECT IN THE AMOUNT OF \$39,525.06 AND 8 ADDITIONAL DAYS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of approving change order #2 for the Main Street Improvements Project in the amount of \$39,525.06 and 8 additional days” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVING THE 2026 STREET IMPROVEMENT LIST.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the 2026 street improvement list” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE OCTOBER 2025 FINANCIAL STATEMENTS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the October 2025 financial statements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF APPROVAL TO AMEND PREVIOUS MAY 20, 2025, APPROVAL OF FIREFIGHTER GEAR IN THE AMOUNT OF \$1,987.50 DIFFERENCE IN PRICE.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval to amend previous May 20, 2025, approval of firefighter gear in the amount of \$1,987.50 difference in price” is enumerated, this consent item is thereby approved.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of FP 25-10 a request for Final Plat approval for "Steeldriver Minor Subdivision" located on the east side of Stark Road directly South of 900 Stark Rd in a C zoning district.
Date: November 18, 2025

The purpose of this report is to provide information regarding a Final Plat request by Drew Morgan on behalf of Steeldriver Properties LLC for the "Steeldriver Minor Subdivision". Please see attachments 1- 4.

BACKGROUND INFORMATION

- The Development Review Committee reviewed the final plat on November 6th, 2025.
- The final plat is part of a development proposal for Lot 1. Site Plan review and Architecture review for Lot 1 have been completed.
- Sidewalks for Lot 1 will be required at the time of issuance of a Certificate of Occupancy.

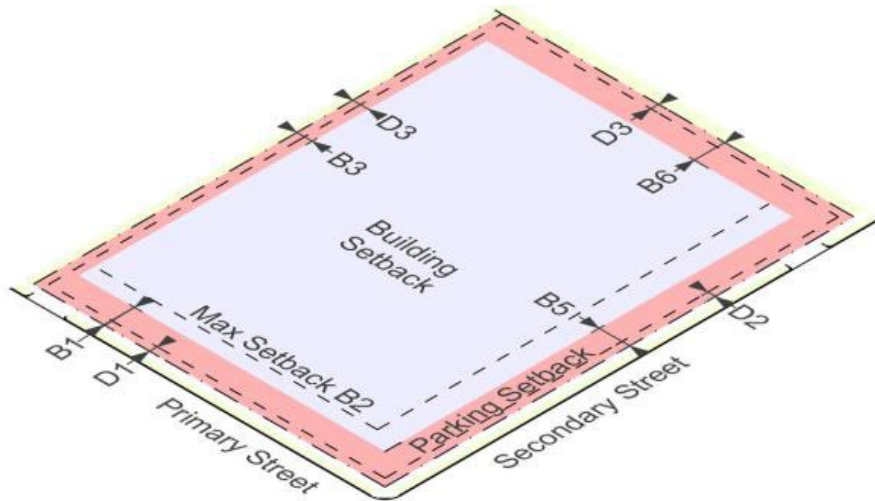
GENERAL INFORMATION

- The proposed subdivision is located directly South of 900 Stark Road.
- The gross acreage is +/- 4.26 with a total of 2 lots.
- All easements and dedications are provided on the final plat.
- Street numbers will be assigned upon site plan review and approval.
- Electrical service will be provided by Starkville Utilities.
- Potable water and sanitary sewer utility services will be provided by the City.
- The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended.
- The applicant has indicated that this subdivision is not part of any previously platted subdivision, therefore no adversely affected parties. OR This subdivision is a part of a previously platted subdivision. The applicant has listed the adversely effected parties and provided written proof from each party agreeing to the alteration.

FINAL PLAT INFORMATION

- Approval of a final plat by the Mayor and Board of Aldermen shall be denoted by the issuance of a letter of minor final plat approval. One (1) paper copy and a digital copy of the approved final plat shall be retained in the Planning Department's files. A deposit in the amount of two hundred dollars (\$200) shall be required to guarantee the return of one (1) signed copy of the final plat to the city planner.
- If the final plat is approved with condition(s) by the Board of Aldermen, the conditions shall run with the land and binding upon the applicants, their heirs, and/or successors.
- Whenever a subdivider has been issued a notice of final plat approval from the Mayor and Board of Aldermen, the staff shall be authorized to execute a certificate of final plat approval.

ZONING DISTRICT INFORMATION



Commercial Use	
A. Lot Dimensions	C
A1. Lot size (min)	*
A2. Lot width (min)	*
B. Building/Structure Setbacks	C
B1. Front setback min	20'
B2. Front setback max	N/A
B3. Side setback	10'
B4. Side setback adjacent to detached residential	50'

B5. Side setback corner lot	20'
B6. Rear setback	20'
B7. Rear setback adjacent to detached residential	50'
D. Parking Setbacks	C
D1. From primary street	5'
D2. From side street	5'
D3. From side and rear property line	5'
D4. From side and rear property line adjacent to detached residential	See buffer yard requirements
E. Height	C
E1. Principal building(s) (max)	50', 4 story
E2. Accessory structures(s) (max)	15', 1 story
F. Pedestrian Access	C
F1. Street-facing primary entrance along street	yes
F2. Sidewalk connection to street from each entrance	yes

CONDITIONS OF APPROVAL

Any condition attached to the approval of a final plat by the Mayor and Board of Aldermen shall run with the land and shall be binding upon the applicants, their heirs, successors, and assigns for the duration of the subdivision. The following condition of approval is recommended by the Engineering Department:

1. Prior to execution of the Final Plat, one of the following options shall be agreed upon with the City Engineer for the sidewalks for Lot 2:
 - a. Build the sidewalks prior to execution of the Final Plat
 - b. Have a Performance Guarantee Agreement with a time limit and an acceptable surety prior to execution of the Final Plat
 - c. Amend the approved site plan for Lot 1 showing the sidewalks for Lot 2 and requiring the sidewalks to be built prior to issuance of a Certificate of Occupancy for Lot 1 or Lot 2.

Attachment 1
FP 25-10 Aerial



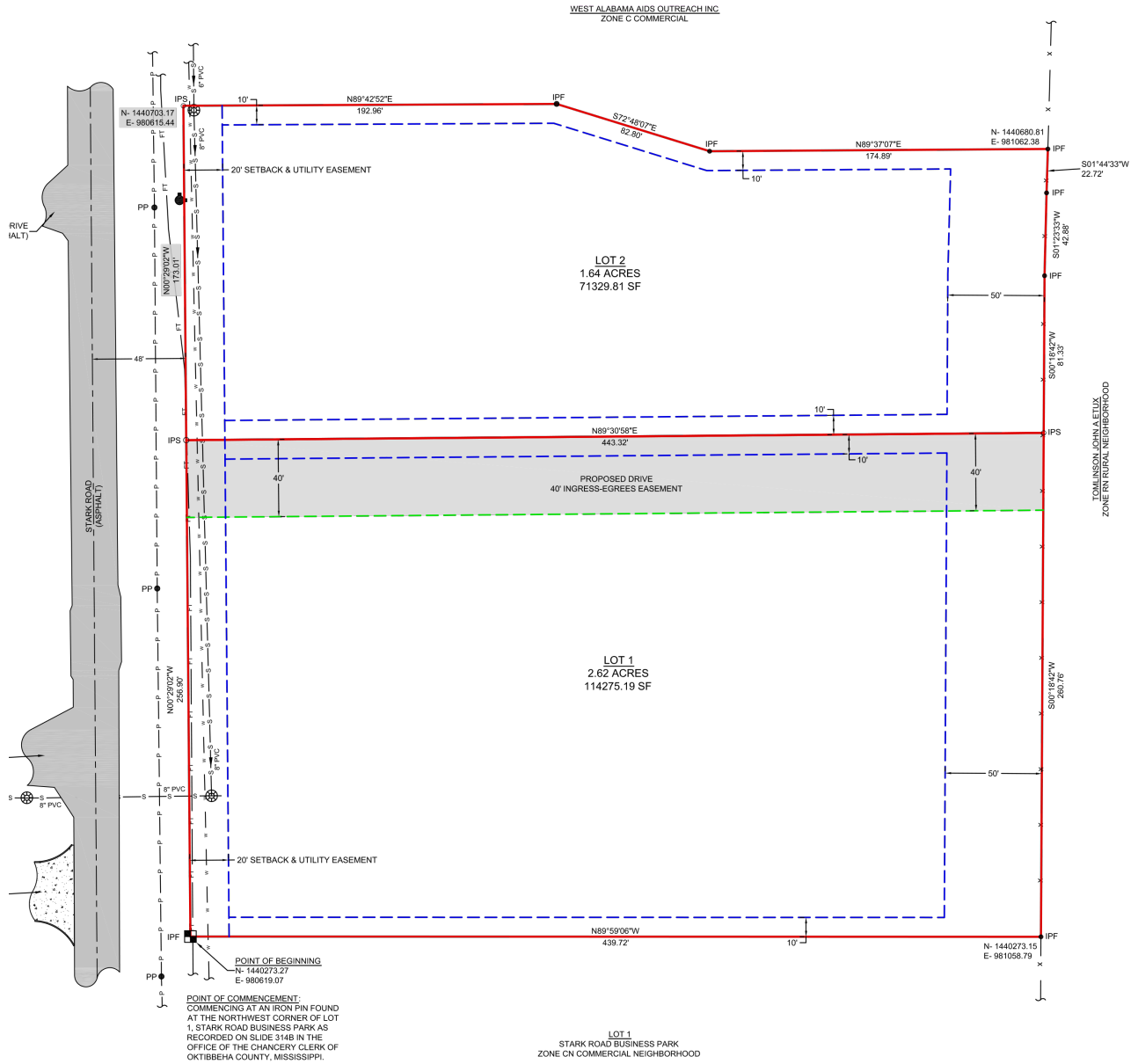
Attachment 2 FP 25-10 Zoning



0 100 200 400 Feet



Attachment 4 – Enlarged Plat



Change Order

No. 1

Date of Issuance: 10/29/25

Effective Date: _____

Project: Main St Improvements

Owner: City of Starkville

Owner's Contract No.: 25019

Contract: Main St Improvements

Date of Contract: 05/16/25

Contractor: ECON Construction, Inc.

Engineer's Project No.: 25019

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Reason for Change Order: Upgrading 3 EA foundations at Restaurant Tyler, additional irrigation zones to allow for the trees to be watered separately from the hanging baskets, install City of Starkville label on the mobile barriers.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$7,576,200.07

Increase from previously approved Contract to No. 1:

\$41,630.87

Contract Price prior to this Change Order:

\$7,617,830.94

Increase of this Change Order:

\$39,525.06

Contract Price incorporating Change Order:

\$7,657,356.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 540

Ready for final payment (days or date): 540

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 17

Ready for final payment (days): 17

Contract Times prior to this Change Order:

Substantial completion (days or date): 557

Ready for final payment (days or date): 557

Increase of this Change Order:

Substantial completion (days or date): 8

Ready for final payment (days or date): 8

Contract Times with all approved Change Orders:

Substantial completion (days or date): 565

Ready for final payment (days or date): 565

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: 11/18/25

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 10/29/2025

Proposal For: Main Street Improvements

Contact: Taylor Conn (601) 383 - 4417

Email: taylor@econconstruction.com



Change Order Request: 010

Street Tree Irrigation

Labor
Equipmet
Materials
Markup

Quantity

Unit

Unit Price

Total

112

HRS

\$60.93

\$

6,824.16

28

HRS

\$27.38

\$

766.64

1

LS

\$3,958.22

\$

3,958.22

15%

\$

1,732.35

15% Markup

\$

13,281.37

NOTES:

COR # 22639 - MC

4 Additional Days

- Provide all labor and materials required to install up to an additional (7) zones of irrigation for all street trees. Each tree will receive a 18 in .25 GPM Root Zone Watering System w/ Check Valve. The additional irrigation zones will allow for the trees to be watered separately from the hanging baskets and shrubs. Not responsible for failures due to installation of irrigation lines under existing pavement.

- Labor: 4 Men @ 28 Hrs EA

- Equipment: Crew Truck, Trailer, Tools

- Materials:

Valve - Rainbird 1" PEB IVM 7 EA @ \$183.81/EA

Pipe - 3/4" Sch 40 - 2625 LF @ \$0.29/LF

Hunter - 18 in 0.25 GPM Root Zone Watering System w/ Check Valve - 34 EA @ \$48.17/EA

Irrigation - Fittings - 1 LS @ \$272.52

Proposal For: Main Street Improvements

Contact: Taylor Conn (601) 383 - 4417

Email: taylor@econconstruction.com



Change Order Request: 011

Restaurant Tyler Foundations - Concrete

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<i>Labor</i>	1	LS	\$3,500.00	\$ 3,500.00
<i>Equipment</i>	1	LS	\$2,757.00	\$ 2,757.00
<i>Materials</i>	1	LS	\$2,547.60	\$ 2,547.60
<i>Subs</i>	1	LS	\$1,850.00	\$ 1,850.00
			Sub-Total	\$ 10,654.60
			15% Markup	\$ 1,598.19
			Total	\$ 12,252.79

NOTES:

COR # 22639 - MC

4 Additional Days

-Labor

- Removing Existing Piers By Hand Tools
- Excavate Footings By Equipment/Hand
- Form and Pour Footings
- Form and Pour Pedestals
- Set New Anchor Bolts
- Reinstall Foundation Posts
- Rub Finish Exposed Pedestal Foundations

-Equipment

- 308 for 12 Hrs
- 289 for 12 Hrs
- Hand Tools for 10 Hrs

-Materials

- Anchor Bolts
- 3500 PSI Concrete
- Load Fee
- #5 Rebar
- #3 Ties
- Forms

-Subs

- Remove Welding Covers and Reinstall

-Notes

Assuming Existing Anchor Plate Can Be Reused. If Not, Add \$2,470.00

Proposal For: Main Street Improvements

Contact: Taylor Conn (601) 383 - 4417

Email: taylor@econconstruction.com



Change Order Request: 011

Restaurant Tyler Foundations - Shoring

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Labor	1	LS	\$1,814.00	\$ 1,814.00
Equipment	1	LS	\$422.00	\$ 422.00
Materials	1	LS	\$7,650.00	\$ 7,650.00
Sub-Total				\$ 9,886.00
15% Markup				\$ 1,482.90
Total				\$ 11,368.90

NOTES:

COR # 22639 - MC

4 Additional Days

-Labor

- 6Hrs to Set Up and 6Hrs to Takedown = 12 Hrs

- Based on 4 Man Crew

-Equipment

Skid Steer for 12 Hrs

-Materials

- Shoring Rental

- Pickup and Delivery

- Sales Tax

- Quote Attached

Proposal For: Main Street Improvements

Contact: Taylor Conn (601) 383 - 4417

Email: taylor@econconstruction.com



Change Order Request: 012

Mobile Barrier Labels

Labor
Equipment
Materials

Quantity

1
1
1

Unit

LS
LS
LS

Unit Price

\$0.00
\$0.00
\$2,280.00

Total

\$ -
\$ -
\$ 2,280.00

Sub-Total **\$ 2,280.00**

15% Markup **\$ 342.00**

Total **\$ 2,622.00**

NOTES:

COR # 22639 - MC

0 Additional Days

City of Starkville 2026 Street Improvement List										Total Estimate with Inspection, Testing & Cont.
No.	Street	Project Limits (from)	Project Limits (to)	Classification	Length (ft)	Width (ft)	Area (SY)	Road Rating	Work Type	
1	Ave of Patriots	Hwy 12	Dead End	Major Collector	1,152	36	4,605	4	Patch, Mill, Overlay, Stripe	\$97,592
2	Whitfield St	Ave of Patriots	Greensboro St	Major Collector	4,355	30	14,515	4	Patch, Mill, Overlay, Stripe	\$306,135
3	Eckford St	Yellow Jacket Dr	Hwy 12	Minor Collector	802	30	2,672	3	Patch, Mill, Overlay, Stripe	\$56,862
4	Pollard Rd	Airport Rd	Industrial Park Rd	Major Collector	2,897	24	7,726	4	Patch, Mill, Overlay, Stripe	\$172,887
5	Yellow Jacket Dr	Louisville St	S Jackson St	Major Collector	2,755	24	7,347	4	Patch, Mill, Overlay, Stripe	\$162,946
6	Greensboro St	Whitfield St	W Lampkin St	Major Collector	1,577	32	5,608	4	Patch, Mill, Overlay, Stripe	\$125,393
7	Miley Dr	Airport	Industrial Park Rd	Minor Collector	2,591	24	6,908	3	Patch, Overlay, Stripe	\$164,988
8	Lincoln Green	Dead End (South)	Spring St	Minor Collector	1,561	22	3,817	4	Patch, Mill, Overlay, Stripe	\$85,679
9	Scales St	Whitfield St	Louisville St	Minor Collector	2,298	22	5,618	3	Patch, Mill, Overlay, Stripe	\$130,940
10	Pin Oak Dr	Ponderosa Dr	Ave of Patriots	Local	2,306	26	6,618	4	Patch, Mill, Overlay	\$144,107
11	Helen Cir	Lynn Ln (West)	Lynn Ln (East)	Local	2,633	26	7,607	4	Patch, Mill, Overlay	\$151,088
12	Aztec St	Pontotoc Dr	Natchez St	Local	832	22	2,035	4	Patch, Overlay	\$35,553
13	Lakewood Dr	E Lee Blvd (South)	E Lee Blvd (North)	Local	2,717	14	4,226	4	Patch, Overlay	\$73,701
14	Green Hill Dr	Dead End (West)	N Montgomery St	Local	903	30	3,010	4	Patch, Mill, Overlay	\$61,634
15	Highland Ave	Frontier Dr	Holly St	Local	547	26	1,580	4	Patch, Mill, Overlay	\$32,436
16	Langston Cv	Huntington Dr	Dead End	Local	579	22	1,416	3	Patch, Mill, Overlay	\$30,675
17	Lake Pointe Ln	Huntington Dr	Dead End	Local	472	22	1,153	3	Patch, Mill, Overlay	\$25,085
18	East Dr	Lakewood Dr	Dead End (North)	Local	553	14	860	4	Patch, Overlay	\$15,329
19	Middle Ct	Green Hill Dr	Dead End	Local	160	30	532	4	Patch, Mill, Overlay	\$11,258
20	West Ct	Green Hill Dr	Dead End	Local	144	30	480	4	Patch, Mill, Overlay	\$10,275
21	East Ct	Green Hill Dr	Dead End	Local	132	30	440	4	Patch, Mill, Overlay	\$9,293
22	Edgewater Ln	Lakewood Dr	Dead End (North)	Local	180	13	260	2	Patch, Overlay	\$4,856
23	S Montgomery St	S Wedgewood Rd	City Limits (South)	Major Collector	3,578	22	8,746	5	Patch, Scrub Seal, Microsurface, Stripe	\$119,877
24	Old West Point Rd	University Dr	Hwy 182	Major Collector	892	28	2,776	5	Patch, Scrub Seal, Microsurface, Stripe	\$35,130
25	Airport Rd	Miley Dr	Hwy 12	Minor Collector	3,248	30	10,742	5	Patch, Scrub Seal, Microsurface, Stripe	\$136,410
26	Green St	S Jackson St	Russell St	Minor Collector	1,928	25	5,312	5	Patch, Scrub Seal, Microsurface, Stripe	\$68,224
27	Herbert St	Dead End (South)	Hwy 182	Local	1,426	25	3,962	5	Patch, Scrub Seal, Microsurface, Stripe	\$44,332
28	Eudora Welty Dr	Abernathy Rd	Mallory Ln	Minor Collector	3,141	36	12,565	5	Patch, Scrub Seal, Microsurface, Stripe	\$156,099
29	Huntington Dr	Huxley Dr	S Montgomery St	Local	3,117	23	8,051	5	Patch, Scrub Seal, Microsurface	\$90,057
30	McKee Park St	Bridge	Dead End (North)	Local	1,180	44	5,769	3	Patch, Scrub Seal, Microsurface, Stripe	\$69,462
31	Sherwood Rd	S Montgomery St	Canterbury Rd	Local	2,517	28	7,829	6	Patch, Scrub Seal, Microsurface	\$90,392
32	Hummingbird Ln	Dead End (South)	Academy Rd	Local	2,043	25	5,695	5	Patch, Scrub Seal, Microsurface	\$64,826
33	Pinecrest Rd	Hwy 12	Old Hwy 12	Local	1,831	20	4,069	5	Patch, Scrub Seal, Microsurface	\$46,606
34	Kingston Ct	Huntington Dr (West)	Huntington Dr (East)	Local	1,297	22	3,170	5	Patch, Scrub Seal, Microsurface	\$35,085
35	Yorkshire Rd	Sherwood Rd	Canterbury Rd	Local	1,779	28	5,535	5	Patch, Scrub Seal, Microsurface	\$67,128
36	Canterbury Rd	Sherwood Rd	Yorkshire Rd	Local	829	28	2,580	5	Patch, Scrub Seal, Microsurface	\$30,458
37	Dover Ct	Huntington Dr (West)	Huntington Dr (East)	Local	1,051	22	2,570	5	Patch, Scrub Seal, Microsurface	\$28,945
38	Trumpet Vine Ln	Hummingbird Ln	Dead End (North)	Local	559	20	1,243	5	Patch, Scrub Seal, Microsurface	\$14,503
39	Kingwood Dr	Huntington Dr	Dead End	Local	491	22	1,201	5	Patch, Scrub Seal, Microsurface	\$13,574
40	Autumn Woods	Huntington Dr	Dead End	Local	499	22	1,220	5	Patch, Scrub Seal, Microsurface	\$13,753
41	Crossbow Dr	Canterbury Rd	Dead End	Local	190	28	590	5	Patch, Scrub Seal, Microsurface	\$6,797
42	E Garrard St	N Montgomery St	Old West Point Rd	Major Collector	3,687	24	9,833	6	Crack Seal, Microsurface, Stripe	\$97,229
43	College View St	N Nash St	Adkerson Way	Minor Collector	777	22	1,899	6	Crack Seal, Microsurface, Stripe	\$18,646
44	Santa Anita Dr	Hwy 389	N Montgomery St	Local	1,312	27	3,876	6	Crack Seal, Microsurface	\$30,070
45	Central Ave	Hwy 389	N Montgomery St	Local	1,310	22	3,203	6	Crack Seal, Microsurface	\$25,539
46	Greensboro St	Reed Rd	Whitfield St	Minor Collector	2,509	21	5,943	6	Crack Seal	\$11,722
47	Jack Wallace Blvd	Rutherford Rd	Hwy 389	Minor Collector	4,200	24	11,200	7	Crack Seal	\$20,742
48	Retherford Rd	Dead End (South)	Sudduth Rd	Local	2,567	20	5,705	7	Crack Seal	\$11,369
49	Coach Circle	RV Way (West)	RV Way (East)	Local	949	24	2,531	6	Crack Seal (Mastic)	\$15,267
Total =										\$3,270,949

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

CITY OF STARKILLE
2026 STREET IMPROVEMENT MAP

Legend

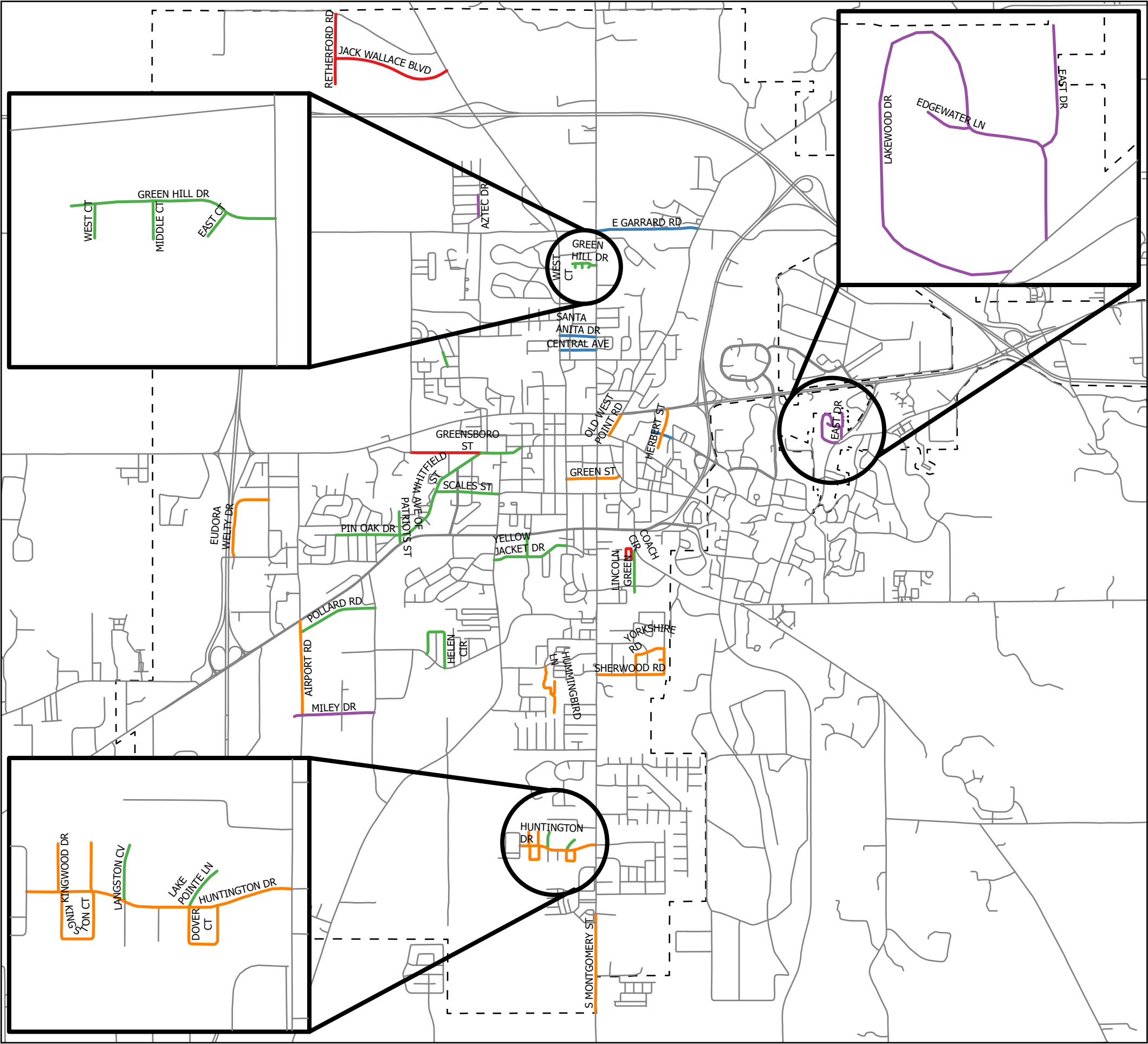
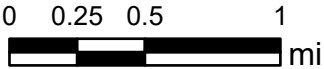
Mill, Overlay

Overlay

Scrub Seal, Microsurface

Crack Seal, Microsurface

Crack Seal



9. CONSIDERATION TO APPROVE JOB DESCRIPTIONS FOR THE CHIEF FINANCIAL OFFICER, CITY CLERK AND GRANTS & FINANCE MANAGER POSITIONS IN THE CITY CLERK/FINANCE & ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the job descriptions for the Chief Financial Officer, City Clerk and Grants & Finance Manager positions in the City Clerk/Finance & Administration Department” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE VERONICA HUDSON AS A RESIDENTIAL DRIVER FOR THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Veronica Hudson as a residential driver for the Sanitation and Environmental Services Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF ADVERTISING FOR BIDS FOR THE SPORTSPLEX SOCCER FIELD IRRIGATION IMPROVEMENTS PROJECT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of advertising for bids for the Sportsplex soccer field irrigation improvements project” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO ENTER A CONTRACT WITH TYLER TECHNOLOGIES FOR THE PURCHASE OF AN ON-PREMISES UPGRADE AND MIGRATION FROM OLD SOFTWARE TO THE NEW SOFTWARE WITH A ONE-TIME COST OF \$20,724.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval to enter a contract with Tyler Technologies for the purchase of an on-premises upgrade and migration from old software to the new software with a one-time cost of \$20,724.00” is enumerated, this consent item is thereby approved.



CITY OF STARKVILLE JOB DESCRIPTION

Title: Chief Financial Officer
Reports to: Mayor
Date Prepared: 10/13/2025

Department: Finance
Classification: Exempt
Approved by Board: _____

GENERAL POSITION SUMMARY:

This position manages and oversees all financial operations of the City. Key responsibilities include financial reporting, budgeting, treasury management, audit coordination, policy and procedure development, internal controls, and identifying system improvements and cost-saving opportunities.

The Chief Financial Officer advises departments on financial matters, supervises accounting and budgeting functions, and provides financial information and analysis to the Mayor and Board. Attendance at meetings during and outside normal business hours may be required.

ESSENTIAL JOB FUNCTIONS:

- Assume full management responsibility for all fiscal-related services, including general accounting, fiscal reporting, accounts payable and receivable, internal accounting controls, external audit coordination, and annual budget preparation, presentation, analysis, and updates.
- Develop and execute the City's annual operating and capital improvement budgets in alignment with long-term strategic goals.
- Develop, recommend, and implement citywide financial strategies, including investment, financing, and banking/operational programs; monitor financial trends, investment portfolios, and markets to assess impacts on the city treasury.
- Lead the City's financial planning efforts, including forecasting, investment strategy, and debt management.
- Provide regular financial reports, projections, and recommendations to the Mayor, Board of Aldermen, and department heads.
- Develop and recommend financial policies and actions; set and implement departmental goals and objectives; and ensure accurate maintenance of city accounting records.
- Serve as Deputy City Treasurer, managing city fund investments, overseeing treasury collection activity, custody of public funds, and payment of bond obligations; plan, develop, and administer the city's cash management and investment program in accordance with state law.
- Ensure all financial operations comply with GAAP, local, state, federal, and municipal regulations and laws.
- Make recommendations on budgetary and financial matters; provide guidance to management, and department heads regarding budget issues; monitor department line items for compliance; and alert departments to take corrective action to prevent over-expenditure.
- Assist the City Clerk in directing and supervising all purchasing activities; review centralized procurement and contract recommendations; supervise procurement processes to ensure legal compliance, cost-effectiveness, and accountability; oversee contract administration, inventory tracking, and citywide asset management.

- Ensure efficient processing and reconciliation of accounts payable and credit card usage across departments; assist with Requests for Proposals (RFPs) and Requests for Quotes (RFQs), reviewing all purchase requests prior to fund encumbrance.
- Direct and oversee financial audits to completion; review or direct the work of financial consultants for auditing, analysis, and related matters.
- Oversee preparation of documentation for refinancing existing debt and issuing new debt; direct preparation of legally required financial reports; and provide financial analyses as requested by the Mayor and Board.
- Review and improve administrative and financial internal controls to ensure audit compliance.
- Research and prepare technical and administrative reports, studies, and correspondence.
- Represent the City in all financial dealings with banks, auditors, bond counsel, and investment consultants.
- Foster positive working relationships with co-workers, other employees, and the public through excellent customer service.
- Analyze the city's financial condition in alignment with the strategic plan; make recommendations for improvements and outcomes to the Mayor and Board.
- Direct staff in preparation of the Comprehensive Annual Financial/Budget Report; ensure compliance with generally accepted accounting principles; and coordinate administration, department heads, auditors, attorneys, and bond counsel in managing the capital plan and financing alternatives.
- Perform other related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Governmental accounting principles (GAAP), auditing standards, and internal control frameworks (including GASB standards).
- Budget development, cost allocation principles, and fiscal planning.
- Financial reporting systems, financial and statistical trend analysis, and preparation of complex financial statements and reports.
- Local government operations, procurement rules, intergovernmental coordination, and Mississippi public agency financial practices, revenue sources, reporting, and relevant tax codes.
- Principles and practices of organization, administration, personnel management, contract negotiation, preparation, and administration.
- Records retention laws, document digitization, and public recordkeeping standards.
- Modern office practices and technology, including Microsoft Excel, accounting software, document management tools, and word processing/spreadsheet applications.
- Advanced methods and techniques for preparing and presenting complex technical, administrative, and financial reports.

Skills and Abilities:

- Monitor, analyze, and report financial data with precision and attention to detail.
- Prepare for and support audits, including Single Audits.
- Interpret and apply federal, state, local, and departmental policies, procedures, laws, and regulations.
- Analyze problems, identify alternative solutions, project consequences, and implement recommendations.
- Develop, install, and maintain sound accounting and financial systems and procedures.
- Communicate clearly and concisely, both orally and in writing, with diverse audiences, including elected officials and funding agencies.
- Build positive, cooperative relationships across City departments, staff, management, and external stakeholders.

- Supervise, train, and evaluate assigned personnel effectively.
- Handle sensitive or confidential information with discretion and professionalism.
- Operate effectively with minimal supervision, maintaining accountability and reliability.
- Respond to inquiries in person, over the phone, and in writing in a courteous and professional manner.
- Consistently demonstrate excellent customer service in interactions with the public, staff, elected officials, and external agencies.
- Make sound, independent decisions while managing multiple priorities in a fast-paced environment.

EDUCATION AND/OR EXPERIENCE REQUIRED:

Minimum Qualifications:

- Bachelor's degree in Accounting, Finance, Public Administration, Business Administration, or a closely related field.
- Six years of progressively responsible experience in public sector accounting or municipal finance, including at least three years of management or supervisory responsibility. Experience must demonstrate responsibility for the planning, organization, implementation, and supervision of various financial and administrative work programs.
- Demonstrated knowledge of financial management, budgeting, accounting principles, and public sector fiscal operations.

Preferred Qualifications:

- Master's degree or additional graduate-level coursework in Accounting, Finance, Public Administration, Business Administration, or a related field.
- Advanced knowledge of governmental accounting standards (GAAP/GASB), auditing procedures, and internal control frameworks.
- Proven leadership experience in supervising, training, and evaluating staff in a public sector environment.

LICENSES, CERTIFICATIONS & OTHER REQUIREMENTS:

- Must possess a valid Driver's License and acceptable MVR.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

The job is performed primarily indoors in an office setting. Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 25 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgement and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.



CITY OF STARKVILLE JOB DESCRIPTION

Title: City Clerk

Reports to: Mayor

Date Prepared: 06/17/2025

Department: Mayor's Office

Classification: Non -Exempt

Approved by Board: _____

GENERAL POSITION SUMMARY:

This executive-level position provides strategic oversight and operational management of the City Clerk's Department. The City Clerk is responsible for managing municipal elections, serving in an administrative capacity to the Mayor and Board, attending and recording all Board meetings, and acting as the official custodian of city records including the preparation, reproduction, publication, and preservation of vital, historical, and permanent documents.

Work is evaluated through audits, periodic reports, and program assessments. This is an appointed position.

ESSENTIAL JOB FUNCTIONS:

- Provide strategic leadership and executive-level oversight of the City Clerk's Department, ensuring efficient delivery of services and regulatory compliance.
- Develop and implement departmental goals, objectives, policies, and procedures in alignment with the City's strategic direction.
- Supervise, mentor, and evaluate departmental staff; handle personnel issues, establish performance goals, and provide professional development opportunities.
- Assist in the preparation and administration of the department's annual budget; monitor expenditures, analyze financial trends, and support the implementation of sound fiscal management practices.
- Collaborate with the Mayor, Board, department heads, and outside agencies to support citywide initiatives and programs.
- Attend all City Board meetings and work sessions; prepare detailed agendas and synopses; document proceedings; and produce accurate, timely meeting minutes.
- Maintain an accurate record of Board proceedings, including votes, motions, ordinances, resolutions, and official actions.
- Ensure compliance with the Mississippi Open Meetings Act, including timely publication of meeting notices, agendas, and minutes.
- Serve as the official custodian of all City documents, including ordinances, resolutions, contracts, proclamations, and other permanent or historical records.
- Establish and oversee citywide records management and retention programs; coordinate with all departments to ensure proper handling, archiving, and destruction of documents in accordance with state law and best practices.
- Certify and attest official documents; authorize use of the City seal; and execute related clerical duties required for maintaining government transparency and accountability.



- Administer all aspects of municipal elections, including ballot preparation, polling place coordination, training and certification of election officials, and compliance with election laws and deadlines.
- Manage absentee voting procedures, the publication of qualified voter lists, and the accurate tabulation and certification of election results.
- Certify candidate qualifications; manage submissions of financial disclosures and ethics filings in accordance with the Mississippi Ethics Commission.
- Manage municipal license issuance (business, privilege, etc..) and other regulatory functions in compliance with city ordinances. Make timely bank deposits.
- Act as a liaison between the City Clerk's Office and the public, community organizations, businesses, governmental agencies, and other external stakeholders.
- Respond to public inquiries and requests for information; provide assistance in researching City records, Board actions, ordinances, and other municipal matters.
- Ensure quality, professional customer service to residents, Board members, city staff, and the general public.
- Promote open government and transparency through timely publication and communication of public information.
- Retrieve, open, and distribute incoming mail; prepare and mail outgoing correspondence.
- Perform daily administrative and clerical duties, including data entry, telephone coverage, document photocopying, and file maintenance.
- Ensure the integrity, security, and confidentiality of sensitive documents and personnel records.
- Perform other duties as required by state statute or as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Federal, state, and municipal laws, codes, and regulations applicable to the operations of a City Clerk's Office.
- Legal requirements and ethical standards related to public records, open meetings, municipal elections, and government transparency.
- Principles and practices of public administration, local governance, budgeting, and organizational management.
- Modern records management systems, digitization processes, and retention scheduling.
- Election laws and procedures, including coordination with county and state election officials.

Skills and Ability to:

- Exercise sound judgment, discretion, and diplomacy in managing confidential information and politically sensitive matters.
- Plan, assign, supervise, and evaluate the work of staff effectively and constructively.
- Communicate clearly, concisely, and professionally—both orally and in writing—with elected officials, staff, legal counsel, media, and the public.
- Analyze complex issues, evaluate policy implications, and present information and recommendations to decision-makers.



- Maintain accuracy and attention to detail while managing multiple priorities in a fast-paced environment.
- Foster a collaborative and respectful work environment that promotes high performance and accountability.
- Develop and maintain productive working relationships across all levels of government and with the community.

EDUCATION AND/OR EXPERIENCE REQUIRED:

- Bachelor's degree in Business Administration or related field from an accredited college.
- Equivalent combination of education and experience that would provide the necessary knowledge, skills and abilities to successfully perform the essential functions of the job.
- A minimum of five (5) years of progressively responsible experience in governmental accounting, auditing, budgeting, and financial management, including at least three (3) years in a supervisory or management role.

PREFEERED:

- Master's degree in Business Administration or Public Policy or related field from an accredited college.
- Seven (7) years of progressively responsible experience in governmental accounting, auditing, budgeting, and financial management, including at least three (3) years in a supervisory or management role.
- Certification as a Municipal Clerk (CMC/MMC) is highly desirable.

LICENSES, CERTIFICATIONS & OTHER REQUIREMENTS:

- Must possess a valid Mississippi Driver's License and acceptable MVR.
- Must be bondable.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

The work is generally performed within an office environment. Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.
The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.
Regular and consistent attendance is a condition of continuing employment.

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.

A drug screen is required for this position.



CITY OF STARKVILLE JOB DESCRIPTION

Title: Grants and Finance Manager

Reports to: Dual Role

Date Prepared: 11/10/2025

Department: Finance/City Clerk

Classification: Non-Exempt

Approved by Board: _____

GENERAL POSITION SUMMARY:

This position combines responsibilities in grant writing, fund compliance, municipal accounting, budgeting, records management, public engagement and managing official city records per MS Code §21-15-23

Working under the direction of the CFO and City Clerk, the position oversees the full grant lifecycle from identifying opportunities and submitting applications to monitoring budgets and ensuring regulatory compliance. In addition to grant administration, this role supports financial reporting, assists with budget preparation, maintains fixed asset records, and helps coordinate Board meetings, public notices, and municipal records.

ESSENTIAL JOB FUNCTIONS:

- Manage all aspects of active grants from award to closeout, including budgeting, tracking expenditures, preparing reports, and maintaining records. Prepare and maintain financial records, financial statements, and reports in compliance.
- Assist and maintain budget, forecasts, and financial reports.
- Monitor and reconcile general ledger and backup for reconciling bank accounts; identify and resolve discrepancies.
- Identify, research, and evaluate grant opportunities from federal, state, local, and private funding sources that align with City priorities.

SUPPORTING DUTIES:

- Assist the CFO and Budget Committee in the preparation of the City's annual budget, including compiling departmental budget requests, analyzing historical data, and attending budget meetings.
- Support the annual audit process by gathering required documentation, responding to auditor inquiries, and ensuring internal controls are followed.
- Maintain accurate, up-to-date records of the City's fixed assets in compliance with GAAP and GASB standards; prepare year-end depreciation schedules and asset reports, and coordinate updates to property insurance records.
- Prepare and submit periodic financial and programmatic reports as required by funding agencies.
- Compile the City's Schedule of Expenditures of Federal Awards (SEFA) and assist with audits, including Single Audits.
- Assist the City Clerk in preparing and compiling agenda packets for Board of Aldermen meetings, including collecting supporting documents from department heads.
- Aid with drafting and maintaining official documents including minutes, ordinances, resolutions, proclamations, and correspondence.
- Performs other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of:

- Governmental accounting principles (GAAP), auditing standards, and internal control frameworks.
- Grant management regulations.
- Strong proficiency in Microsoft Excel, accounting software, and document management tools
- Budget development, cost allocation principles, and financial reporting systems.

- Local government operations, procurement rules, and intergovernmental coordination.
- Records retention laws, document digitization, and public recordkeeping standards.

Skill and Ability to:

- Develop and submit competitive grant applications under tight deadlines.
- Monitor, analyze, and report on financial data with precision and attention to detail.
- Prepare for and support audits, including Single Audits.
- Communicate clearly and professionally with diverse audiences, including elected officials and funding agencies.
- Make sound, independent decisions while managing multiple priorities in a fast-paced environment.
- Build positive, cooperative relationships across all City departments.
- Handle sensitive or confidential information with discretion and professionalism.
- Operate effectively with minimal supervision, maintaining accountability and reliability.
- Consistently demonstrate excellent customer service in all interactions with the public, staff, elected officials, and external agencies.
- Respond to inquiries in person, over the phone, and in writing in a courteous and professional manner.
- Handle sensitive information with a high level of confidentiality and discretion.

EDUCATION AND/OR EXPERIENCE REQUIRED:

Minimum Qualifications:

- Bachelor's degree in Accounting, Finance, Public Administration, Business Administration, or a related field

Preferred Qualifications:

- Master's degree or additional coursework in Accounting, Finance, Public Administration, Business Administration or a related field
- Certification such as Certified Grants Management Specialist (CGMS) or Certified Government Financial Manager (CGFM)
- Minimum of 2–4 years of progressively responsible experience in grant administration, public finance, or a related area
- Demonstrated experience with federal grants and regulatory frameworks (e.g., Uniform Guidance)

LICENSES, CERTIFICATIONS & OTHER REQUIREMENTS:

- Must possess a valid Driver's License and acceptable MVR
- Possess the Certified Deputy Clerk designation or higher through the Mississippi Municipal Clerk Certification program or have the ability to complete all requirements within the established timeframe. Completion of the required Certified Deputy Clerk designation will not enable eligibility for an additional salary increase

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

The job is performed primarily indoors in an office setting. Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 25 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgement and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

INVESTMENT SUMMARY FOR:
City of Starkville Police Department, MS

PRESENTED BY:
Brandy Crespo

5/29/2025





INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 2,700
Third-Party Products	\$ 18,024
Total One-Time Cost	\$ 20,724
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0
Estimated Travel	\$ 0



Quoted By: Brandy Crespo
Quote Expiration: 12/31/25
Quote Number: 2025-520309-Q8G1B1
Quote Name: Migration: 3 Servers / Microsoft Licensing

Sales Quotation For:

City of Starkville Police Department
101 E Lampkin St
Starkville MS 39759-2944
Phone: +1 (662) 323-4131

Services

Description	Quantity	Total	Maintenance
Public Safety Pro			
Public Safety Pro Remote Server Migration	3	\$ 3,600	\$ 0
<i>Sub-Total:</i>		\$ 3,600	\$ 0
<i><u>Less Discount:</u></i>		<i><u>\$ 900</u></i>	
TOTAL		\$ 2,700	\$ 0

Third-Party Hardware, Software and Services

2025-520309-Q8G1B1

CONFIDENTIAL

Page 1

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Tyler Third Party					
Microsoft Windows Server 2022 - Remote Desktop CAL (Per Device)	45	\$ 145	\$ 6,525	\$ 0	\$ 0
Public Safety Pro					
Microsoft SQL 2022 RUNTIME CAL	100	\$ 110	\$ 11,000	\$ 0	\$ 0
Microsoft SQL Server 2022 RUNTIME	1	\$ 499	\$ 499	\$ 0	\$ 0
TOTAL			\$ 18,024		0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 2,700	\$ 0
Total Third-Party Hardware, Software, Services	\$ 18,024	\$ 0
Summary Total	\$ 20,724	\$ 0
Contract Total	\$ 20,724	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

11/18/25

Print Name:

Lynn Spruill

P.O.#:

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Some services may be delivered remotely via web-based training.

- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

System and hardware specifications can be verified at check.tylertech.com

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

13. CONSIDERATION OF APPROVAL FOR CORPORAL DYLAN PEDEN AND OFF. FELISHA ELLISON TO ATTEND THE MISSISSIPPI TENNESSEE TACTICAL OFFICERS' ASSOC. SWAT COURSE #43 IN MEMPHIS, TN DECEMBER 1ST – 12TH, 2025 WITH A REGISTRATION FEE OF \$1,000.00 EACH, HOTEL FEE OF \$1700 EACH, PLUS MEALS.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of approval for corporal Dylan Peden and off. Felisha Ellison to attend the Mississippi Tennessee tactical officers’ assoc. swat course #43 in Memphis, TN December 1st – 12th, 2025 with a registration fee of \$1,000.00 each, hotel fee of \$1700 each, plus meals” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ACCEPT THE LOW QUOTE FROM BILL YOUNG IN THE AMOUNT OF \$15,900.00 FOR ELECTRIC BUTTERFLY VALVES AND INSTALLATION AT CURRY STREET PLANT.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval to accept the low quote from Bill Young in the amount of \$15,900.00 for electric butterfly valves and installation at curry street plant” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF ACCEPTING THE LOW BID AND ADDITIVES FROM HEMPHILL CONSTRUCTION COMPANY, INC. FOR BLUEFIELD WATER TREATMENT PLANT REHABILITATION PROJECT NO. 25002 IN THE AMOUNT OF \$1,220,550.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of accepting the low bid and additives from Hemphill Construction Company, Inc. for Bluefield Water Treatment Plant Rehabilitation project no. 25002 in the amount of \$1,220,550.00” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM OVIVO USA, LLC FOR MATERIALS TO REPAIR CLARIFIER #3 AT ERNEST E. JONES WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$16,591.00.

Upon the motion of Alderman Pochop, duly seconded by Alderman Moreland, and adopted by the Board to approve the November 18, 2025 Official Agenda, and to accept items for consent, whereby the “approval of accepting the sole source quote from Ovivo USA, LLC for materials to repair clarifier #3 at Ernest E. Jones Wastewater Treatment Plant in the amount of \$16,591.00” is enumerated, this consent item is thereby approved.



NEEL-SCHAFFER

November 7, 2025

Starkville Utilities
Mary Williams, P.E.
200 N Lafayette Street
Starkville, MS 39759

RE: BLUEFIELD WATER TREATMENT PLANT REHABILITATION
PROJECT NO. 25002
BID EVALUATION

Dear Mrs. Williams:

Bids for the above referenced project were received at 10:00 A. M. on November 3, 2025.
Please find attached a certified bid tab which details all bids received.

Our evaluation of all bids finds the lowest bidder as Hemphill Construction Company, Inc. with a Base Bid amount of \$1,059,200.00, Additive Bid Item #1 amount of \$101,000.00, Additive Bid Item #2 amount of \$16,000.00, Additive Bid Item No. 3 amount of \$4,350.00, and Additive Bid Item No. 4 amount of \$40,000.00 for a grand total of \$1,220,550.00 All documentation is in order should the City of Starkville desire to award the contract to Hemphill Construction Company, Inc.

If you have any questions or need additional information concerning this bid evaluation, please do not hesitate to contact my office.

Sincerely,

NEEL-SCHAFFER, INC.

William Sanford, P.E.
Engineer Manager

Attachments

landscape architects
environmental scientists
surveyors
planners
engineers

P: 662.268.7966 | F: 662.268.7961

101 West Lampkin Street
Starkville, MS 39759

www.neel-schaffer.com



CERTIFIED BID TABULATION

CITY OF STARKVILLE
PROJECT NO. 25002
BLUEFIELD WATER TREATMENT PLANT REHABILITATION
Monday, November 3, 2025
10:00 A.M.

Bid Item No.	Description	Bid Qty	Unit	Hemphill Construction Company, Inc.		Mitchell Contracting, Inc.		Perma Corporation	
				Bid Bond: Federal Insurance Company		Bid Bond: RLI Insurance Company		Bid Bond: Travelers Casualty and Surety Company of America	
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
BASE BID									
1	Mobilization and Demobilization	1	L.S.	\$ XXXXXXXX	\$ 27,000.00	\$ XXXXXXXX	\$ 90,000.00	\$ XXXXXXXX	\$ 60,000.00
2	Bluefield WTP Rehabilitation	1	L.S.	\$ XXXXXXXX	\$ 913,000.00	\$ XXXXXXXX	\$ 95,000.00	\$ XXXXXXXX	\$ 342,000.00
3	Removal Pressure FilterNo. 7 Metering Pump Replacement	1	L.S.	\$ XXXXXXXX	\$ 16,000.00	\$ XXXXXXXX	\$ 30,000.00	\$ XXXXXXXX	\$ 11,000.00
4	Filter No. 7 Inspection, Repair, and Media Replacement	1	L.S.	\$ XXXXXXXX	\$ 65,200.00	\$ XXXXXXXX	\$ 875,000.00	\$ XXXXXXXX	\$ 803,500.00
5	Filter Building Shingle Roof Removal and Replacement	1	L.S.	\$ XXXXXXXX	\$ 38,000.00	\$ XXXXXXXX	\$ 65,000.00	\$ XXXXXXXX	\$ 24,000.00
TOTAL BASE BID					\$ 1,059,200.00		\$ 1,155,000.00		\$ 1,240,500.00
ADDITIVE BID ITEM NO.1									
1	Filter No. 6 Valve and Actuator Replacement	1	L.S.	\$ XXXXXXXX	\$ 101,000.00	\$ XXXXXXXX	\$ 142,225.00	\$ XXXXXXXX	\$ 183,250.00
TOTAL ADDITIVE BID ITEM NO. 1					\$ 101,000.00		\$ 142,225.00		\$ 183,250.00
ADDITIVE BID ITEM NO.2									
2	Filter No. 6 Metering Pump Replacement	1	L.S.	\$ XXXXXXXX	\$ 16,000.00	\$ XXXXXXXX	\$ 35,000.00	\$ XXXXXXXX	\$ 13,000.00
TOTAL ADDITIVE BID ITEM NO.2					\$ 16,000.00		\$ 35,000.00		\$ 13,000.00
ADDITIVE BID ITEM NO. 3									
3	Filter No. 7 Additional Baffle Removal and Replacement	1	L.S.	\$ XXXXXXXX	\$ 4,350.00	\$ XXXXXXXX	\$ 0.00	\$ XXXXXXXX	\$ 18,200.00
TOTAL ADDITIVE BID ITEM NO. 3					\$ 4,350.00		\$ 0.00		\$ 18,200.00
ADDITIVE BID ITEM NO. 4									
4	Painting Pressure Filter No. 7	1	L.S.	\$ XXXXXXXX	\$ 40,000.00	\$ XXXXXXXX	\$ 162,250.00	\$ XXXXXXXX	\$ 45,000.00
TOTAL ADDITIVE BID ITEM NO. 4					\$ 40,000.00		\$ 162,250.00		\$ 45,000.00

I CERTIFY THAT THIS A CORRECT TABULATION OF ALL PROPOSALS RECEIVED ON THE ABOVE DATE.



William Sanford, P.E.



ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill noted that the Sanitation Department Thanksgiving Holiday schedule. She also noted the Christmas parade will be December 1, 2025.

BOARD OF ALDERMEN COMMENTS:

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the city advertise how to get to City Hall with all of the construction going on.

Dr. Roderick Van Daniel, attorney representing Dr. William Person and his property at 512 Martin Luther King, Jr Drive. He asked that the city give Dr. Person an extension to complete the work necessary. He has someone starting the next week to make the repairs to his property.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

FOURTH PUBLIC HEARING AND CONSIDERATION OF THE ADOPTION OF A NONCONSENSUAL/TRESPASS TOWING ORDINANCE.

Mayor Spruill opened the Public Hearing to the public. She called for citizens to take turns whether speaking neutral, for and against the proposed Towing Ordinance.

Speaking against:

Nikki Lenard, property manager, noted two things that people speaking in favor of the ordinance were saying. 1. Every one of those individuals admitted to some form of parking infraction that ultimately led to their vehicles being towed. 2. They all were removed from a property or area where towing was enforced. She noted that this was brought about by the complaints of people who were towed, not by a property or business owner who employee of a towing service to patrol their lots. She stated that no business or property owner are behind these complaints. She stated that this is not designed to make life better businesses in Starkville. That it is designed to accommodate the ones who can not follow basic parking rules. She noted that this ordinance would eradicate towing in the City of Starkville. She stated that property owners cannot abide by the rules of this ordinance to preapprove every tow before it takes place. She also stated that this ordinance would become a disaster to the City and the City would eventually will have to amend this ordinance when parking becomes out of hand.

Jeff Hosford, he stated that there would be a vote on this ordinance tonight and they feel that this ordinance should not be approved. He noted that he while looking through the internet saw a post at a soccer game that the City had requested people to park in assigned parking spots. He asked was someone going to have to call someone within the city to approve these vehicles being towed or will the police department just call a towing company. He asked why for the City do they not have to call the Mayor for approval of a vehicle being towed but a property owner has to approve each vehicle being towed when it is illegally parked on their property. He stated that this is not fair. He stated that if we have a parking problem in Starkville as a public entity, why do we believe that we don't have parking problem for the private entity. He asks that you consider all

citizens of Starkville. He asked that they have the freedom to do what is legally right in this state. That there are no state or federal laws. He noted that there are two private entities making a business agreement. He stated that at the end of the day the people who will suffer will be the taxpayers and the people employed by the businesses that operate in the business environment that you are attempting to regulate.

Speaking for:

Alvin Turner, Ward 7, he stated that we do not want to create anything to stop people from coming to Starkville.

Kevin Williams, Ward 1, noted the difference that if someone wanted to charge high rates for there services that he can choose not to business with them. He stated the predatory nature is this business is different than just that. Predatory nature is I don't like your price so I will go to another towing company and get my vehicle back from them. He stated this isn't how this works, my property is with this company and I want my property back. He noted that if he parked illegally, then he parked illegally and it was towed. He states that let's avoid the predatory nature and to make sure that there are limits.

Alderman Brooks recognized the need for protection of citizens from predatory towing practices. He talked about specific instances that were reported to him by citizens, including students, of the overbearing nature of interactions with citizens and persons driving tow trucks and practices by towing companies of demanding pay in different amounts to different citizens.

Upon the motion of Alderman Brooks, duly seconded by Alderman Moreland, and adopted by the Board to adopt the nonconsensual/trespass towing ordinance. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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 ON THE PROPOSED TAX INCREMENT FINANCING PLAN
FOR THE SAND CREEK REDEVELOPMENT PROJECT, CITY OF STARKVILLE,
OKTIBBEHA COUNTY, MISSISSIPPI.**

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

Following the public hearing, no vote was taken.

11.17 - NONCONSENSUAL (TRESPASS) TOWING

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Sec. 11.17.01 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. **After Hours Release** is defined as holiday and weekends except during the hours when 3.0 and 3.(1) requires actually staffing or when the normal operating hours of the business are listed to include weekends or holidays.
- B. **Light-duty vehicle** means a motor vehicle with a gross vehicle weight rating of seventy-five hundred (7,500) pounds or less.
- C. **Light-duty towing** is defined as the towing, transport, and recovery of motor vehicles with a gross vehicle weight rating of seventy-five hundred (7,500) pounds or less.
- D. **Person** means any natural person, partnership, corporation, association, organization, trust or other entity.
- E. **Private property** means all property privately owned regardless of whether the property is open to public access.
- F. **Public property**, as used in this article, excludes property owned, maintained, or otherwise under the control of the City of Starkville, MS. In addition to a law enforcement officer, owner of a motor vehicle, and/or a duly authorized driver of said vehicle can provide explicit authorization to tow said vehicle by a towing service from such property.

- G. **Tow** means to haul, carry, pull along, or otherwise transport or remove a motor vehicle by means of another vehicle.
- H. **Towing service** includes any person or other entity, whether licensed or not, that engages in or who owns or operates a business which engages, in whole or in part, in the towing or removal of motor vehicles for compensation.
- I. **Trespass towing** means the towing or removal of a vehicle, without the consent of the vehicle's owner or operator, that is parked on a private parking lot without the property owner's consent.
- J. **Vehicle includes** but is not limited to, any motor vehicle, trailer, boat, golf cart, ATV, recreational vehicle, or other type of vessel.

Sec. 11.17.02 Towing of trespass vehicles for compensation.

No towing service shall conduct a trespass tow of a light-duty vehicle from a private parking lot, for compensation, where the point of origin of the tow is within the jurisdictional limits of the City of Starkville without complying with the provisions of this article.

Sec. 11.17.03 Authorization required.

- A No motor vehicle may be towed by a towing service from any public street or way, public alley or other public property, except pursuant to explicit authorization from a law enforcement officer, owner of said vehicle or duly authorized driver of said vehicle. Such consensual towing is addressed through the Starkville Police Department Policy adopted at the February 19, 2019 meeting of the City of Starkville Board of Aldermen.
- B Before a towing service may remove an unauthorized (trespass) vehicle from private property, the towing service must first obtain a request/authorization from the property owner, the property owner's employee or the lessee of the property, to remove the vehicle in question. This prompted request, from the authorized person, shall be made on a certain date/time and is specific to an individual vehicle or vehicles in violation during that specific date/time. Any and all additional vehicle(s) parked in violation on a future date and/or time, requires a separate request/authorization by the property owner, the property owner's employee, or the lessee of the property.
- C In addition to the tow company maintaining a record of who authorized each tow, the property owner shall also maintain records of every vehicle towed from their property. The records for the property owner should include for each vehicle towed, the date/time, the vehicle information including make, model, color, license plate number (if available) and the towing company that performed the tow. The records, for the tow service should include for each vehicle towed, the date/time, the vehicle information, to include make, model, color, license plate number (if licensed), video and photos of the vehicle and vehicle identification number (VIN), the name of the person requesting/authorizing the tow, and the name of the driver that performed the tow.

- D The tow service's records and the private property owner's records shall be made available for inspection and compliance by the Starkville Police Department upon request. The records shall be retained for at least three (3) years.
- E It shall be unlawful for any towing service to make a payment of any kind to any property owner, lessee, or owner's authorized employee in return for permission to tow any vehicle.
- F The provisions of this article shall not apply to law enforcement, firefighters, rescue squad, ambulance, or other emergency vehicles or equipment that are marked as such or to property owned by any governmental entity.

Sec. 11.17.04 License required.

- A. It shall be unlawful for any person to engage in the business of removing trespass vehicles from private property by means of towing and storing such vehicles without a valid city license issued by the City Clerk of Starkville, MS.
- B. The towing company shall maintain any and all permits as required by the City of Starkville, Mississippi.
- C. Each towing company shall maintain a valid liability insurance policy with companies licensed to do business in the State of Mississippi.
 - 1. The required coverage is as follows:
 - a. Comprehensive Auto Liability Insurance with limits of not less than \$750,000;
 - b. \$100,000 on-hook coverage per vehicle;
 - c. Garage Keepers liability insurance of \$100,000 per location.
- D. The name and telephone number of the tow service is to be permanently affixed and displayed in letters clearly visible from both sides of the vehicle. The letters for the name shall be at least four (4) inches in height and letters and numbers for the telephone shall be at least two (2) inches in height.

Sec. 11.17.05 Trespass towing of vehicles from private parking lots; signs required.

- A. No vehicle, of any size or weight, shall be towed from a private parking lot for designated parking violations unless proper notice, in the form of a metal sign, measuring not less than twelve (12) inches wide by eighteen (18) inches tall and not more than twenty-four (24) inches by twenty-four (24) inches in size, is conspicuously posted and clearly visible:
 - 1. At all vehicle entrances and exits to the property;
 - 2. At least one sign within twenty-five (25) feet of the property's on-site business office;
 - 3. At each access or curb cut allowing vehicular access to the property, within five (5) feet of the public right-of-way line. If there are no curb or access barriers, signs shall be posted not less than one sign for each fifty (50) feet of the frontage to the public street.
 - 4. In multi-unit residential areas:
 - a. At least one sign at the entrance to each restricted parking area;

- b. At least one sign within each restricted parking area for every twenty (20) parking spaces.
- B. The sign shall clearly display the following information with contrasting color for lettering and background:
 1. In not less than two-inch-high (2") letters, the words "tow-away zone" in all capital letters;
 2. In not less than three-fourth-inch-high (3/4") letters, the words "Unauthorized vehicles will be towed away at the owner's expense";
 3. In not less than one-inch-high (1") letters, if parking by unauthorized vehicles is not prohibited on a twenty-four-hour continuous basis, the days of the week and hours of the day during which unauthorized parking is prohibited shall be posted;
 4. In not less than one-inch-high (1") letters, the name, address, and current telephone number of the person or company towing or removing the vehicles.
 5. The sign structure containing the required notices must be permanently installed not less than three (3) feet and not more than six (6) feet above ground level and must be continuously maintained on the property for not less than twenty-four (24) hours before the vehicle is towed or removed.
- C. Posting and maintaining of the signs, as outlined in this article, are the responsibility of the property owner.
- D. A business owner or lessee or authorized representative of either, not to include a towing company or persons working on behalf of a towing company, may authorize the removal of a vehicle by a towing company when the vehicle is parked in such a manner that restricts the normal operation of business.
- E. No company will knowingly tow or prepare to tow a vehicle, while it is occupied by a person or animal.
- F. Vehicle entry for the purpose of removing the vehicle shall *be* allowed with reasonable care on the part of the person or company towing the vehicle. Such person or company shall be liable for any damage occasioned to the vehicle if such entry is not in accordance with the standard of reasonable care.
- G. For purposes of nonconsensual towing only, a property owner or lessee of a residential structure is not required to post a sign in advance of removing a vehicle from the driveway, lawn or what is commonly understood to be the yard. In addition, a sign is not required where the vehicle blocks a private entrance, exit, drive or loading area, or where a vehicle is abandoned on private property or is disabled to such an extent that it is not capable of moving under its own power [i.e. disabled due to flat(s)] or is not in compliance with state law (i.e. not properly licensed). A residential structure comprising four (4) or less units is exempt from the sign requirements. Non-residential business and commercial parking areas are not subject to the signage requirements.
- H. This section shall not apply to statutory parking violations such as handicap parking and fire lane parking violations; nor shall it apply to nonconsensual tows directed by a code and/or law enforcement officer.
- I. Nothing in this article shall relieve an owner or lessee of property from complying with all safety and traffic codes, regulations, ordinances and laws.

Sec. 11.17.06 Impoundment or Storage

In the event the owner or person in charge of private property has authority to seek removal of a motor vehicle from such private property, such owner or person in charge is authorized to secure a private wrecker service of his/her choice, provided that when such vehicle is removed from such private property for storage or impoundment, such storage or impoundment shall be in or upon an impoundment or storage lot within ten (10) miles of the city limits of the City of Starkville, MS, for at least ten (10) days. After the passage of ten (10) days, the vehicle may be moved to a storage yard outside of the city limits but within Oktibbeha County, MS, no relocation fees may be charged to the owner for this moving of the vehicle.

Sec. 11.17.07 Establishment of rates for trespass towing.

The maximum rate for the trespass towing and storage for a light-duty vehicle from a private parking lot when the point of origin of the tow is within the city limits of Starkville, MS, shall be as outlined in Addendum A and subject to change as determined by the Board of Aldermen by board order.

Sec. 11.17.08 Return of light-duty vehicle to owner prior to a trespass tow.

- A. No vehicle may be towed by any person from private property if the owner or other person entitled to possession of the vehicle is present, or arrives at the parking spot prior to the vehicle's removal from such private property, exhibits the ignition key of said vehicle, and offers to remove such vehicle voluntarily prior to the time such person attempting to tow actually removes such vehicle from the private property in question, provided that such other person removes the vehicle immediately. No fee may be charged to the vehicle owner or other person entitled to possession of the vehicle except where any piece of equipment involved in the towing process has been affixed to the vehicle prior to the arrival of the person, in which case a fee not to exceed 50% of the towing rate may be charged. If the owner or person in control of the vehicle does pay the required fee, a signed, detailed receipt must be given to the person redeeming the vehicle.
- B. If the owner or person in control of the vehicle does not pay the required fee, the person/company may continue to tow or remove the vehicle.
- C. The towing service may not block the requested vehicle to be towed upon arrival to the private property in an effort to keep the owner or other person entitled to possession of the vehicle from removing said vehicle before any piece of equipment involved in the towing process can be affixed to the vehicle.

Sec. 11.17.09 Return of light-duty vehicle to owner after a trespass tow.

- A. Prior to inspection, the owner or his/her designee of the towed vehicle shall be identified by a valid driver's license and an ignition key which operates the vehicle

towed; or, in the instance of rented vehicles, the renter may be identified by presentation of a rental contract or agreement and the driver's license of the renting party named in the rental contract or the rental company may be identified by presentation of the vehicle title or other documentation indicating the rental company is the owner of the vehicle. If the claiming party is affiliated with a maintenance or repair company authorized by the owner or is the agent of an insurance company or adjuster claiming for purposes of said insurance company and presents proper identification the requirement for an ignition key is waived.

- B. The towing service shall release the vehicle upon tender of the lawfully authorized fee(s). Failure of the towing company to release a vehicle within forty-five (45) minutes of the payment of the fee(s) shall be a violation of this article.
 - 1. Any vehicle owner or his/her designee shall have the right to inspect the vehicle before accepting its return, and no release or waiver of any kind which would release the person or company towing the vehicle from liability for damages, noted by the owner or other legally authorized person, at the time of the redemption may be required from any vehicle owner, custodian, or his/her designee as a condition of release of the vehicle to its owner.
 - 2. A detailed signed receipt showing the legal name of the company or person towing or removing the vehicle must be given to the person paying towing or storage charges at the time of payment, whether requested or not.
 - 3. The towing service shall provide a reason for the vehicle being towed.
- C. Hours for release of vehicles. The towing company office must be available for business (release of vehicles) seven (7) days per week and staffed by a company employee during normal business hours (8:00 a.m. to 5:00 p.m.) Monday through Friday. The office must be available so towed vehicles can be released and picked up from 11:00 a.m. to 4:00 p.m., on Saturday, Sunday, and all holidays.
 - 1. During a Mississippi State University home football game, the office must be staffed, on the day of the game, from 8:00 a.m. to 5:00 p.m.
- D. Private trespass towing, storage rates, and hours shall be posted in a conspicuous place, visible to the customers, at the tow service / company location. The charge for a request for afterhours release of the vehicle will not exceed the daily storage fee.

Sec. 11.17.10 Trespass towing notice to police required.

- A. Any towing service operating within the city limits of Starkville, MS, shall, within one (1) hour, report to the Starkville Police Department, any vehicle that has been towed unless the vehicle was towed at the request of the owner of the vehicle. Such report

may be by text or email and must include a valid cell phone number and email address.

1. The notification shall include the trespass location and person authorizing the tow, the storage site, the time the vehicle was towed or removed, and the make, model, year, color, vehicle identification number (VIN), and license plate number of the vehicle towed.

Sec. 11.17.11 Enforcement.

- A. This article shall be enforced by the chief of police or an authorized designee.
- B. The chief of police or his or her designee shall have the power and authority, subject to law, to enter upon the wrecker/storage premises to ascertain whether the premises are in compliance with this article.
- C. Any person who desires to register a complaint under this article may initiate enforcement with the police department.

Sec. 11.17.12 Violations and penalties.

- A. Any violations of the provisions of this article or a failure to comply with any of its requirements shall subject the offender to a misdemeanor, which may be punishable by the following fines and penalties:
 1. A fine not less than two hundred fifty dollars (\$250.00), and not more than one thousand dollars (\$1,000.00) and/or sentenced to serve up to six (6) months in the county jail for a first violation.
 2. A fine not less than five hundred dollars (\$500.00), and not more than one thousand dollars (\$1,000.00) and/or sentenced to serve up to six (6) months in the county jail for a second violation within one (1) year.
 3. A fine not less than one thousand dollars (\$1,000.00) and/or sentenced to serve up to six (6) months in the county jail for the third and for each subsequent violation within one (1) year.
 4. Notwithstanding the above, the judge may order restitution to refund the owner of the towed vehicle for any and all costs/charges incurred, if applicable.
- B. Any violation of this article shall be considered a separate and distinct violation.

ADDENDUM A - ESTABLISHMENT OF RATES

- A. The maximum rate for the trespass towing and storage for a light-duty vehicle from a private parking lot when the point of origin of the tow is within the city limits of Starkville, MS, shall be as follows:
 1. For any light-duty vehicle two hundred fifty dollars (\$250.00).
 2. The storage fee shall be forty-five dollars (\$45.00) a day.
 - a. The Company shall not charge a storage fee on a vehicle retrieved within the first 24 hours of the vehicle's tow. The owner, or his/her designee, shall have 24 hours to claim the vehicle without a storage fee. After this 24-hour grace period, the company can charge a storage fee for all days the vehicle is in storage.

- b. For purposes of this section a day is considered to be a twenty-four-hour period.
 - 3. The maximum rates established above, shall be a flat fee which shall be inclusive of all towing charges. A towing charge includes any fees for:
 - a. Special equipment such as, but not limited to, a double hookup, vehicle entry when locked, dropping transmission linkage, or drive shaft removal, dollies, skates, trailer or flatbed, lift, go jacks, and mileage.
 - b. Time spent on the scene of the tow. Such time shall be a minimum of 1 hour with incremental costs added at quarter hour intervals for unexpected delays not attributable to the towing company. Each quarter hour will be calculated on a \$200 per hour basis.
 - c. Time spent releasing the vehicle to the owner or his/her designee is included in the established towing charge in Section 1.(a) of the Addendum.
 - d. The charge for the after-hours fee to release the vehicle will not exceed the amount of the daily storage fee.
 - 4. No fee other than the above enumerated fees for towing and storage shall be assessed as a condition for the release of a light-duty vehicle to the vehicle owner or his/her designee.
 - a. There shall be no additional charges for locating the vehicle in the storage facility, removal of items from the vehicle, or for any other similar activity which does not require towing or moving of the vehicle during business hours.
 - b. There shall be no additional fees for weekends and holidays other than those associated with an after-hours request for release outside of normal operating hours as addressed in the ordinance under “The return of light-duty vehicle to owner after a trespass tow.”
 - 5. Vehicles (unpaid or not released) that remain in storage will only have an owner's personal effects released to the owner or his/her designee (prescriptions, eye glasses, medical equipment, house keys, etc.). All property physically attached to the vehicle remains as part of the vehicle.
- B. The towing service shall accept the following methods of payment for such fees and charges.
- 1. United States currency.
 - 2. A major credit or debit card(s) plus any processing fees not to exceed the actual processing fee applied. Must have matching I.D.
 - 3. Cash apps such as Venmo and Paypal) plus any processing fees not to exceed the actual processing fee applied. Must have a valid I.D.

FIRST PUBLIC HEARING TO MODIFY THE AGGRESSIVE PANHANDLING ORDINANCE TO INCLUDE ADDITIONAL LANGUAGE ADDRESSING SOLICITING ONLY DURING DAYLIGHT HOURS.

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

Following the public hearing, no vote was taken. The Board will hold a Second Public Hearing at the next regular meeting for further discussion and possible action.

PUBLIC HEARING AND CONSIDERATION OF RZ 25-03 A REQUEST REZONE ALL OR PART OF THREE LOTS LOCATED ON THE EAST SIDE OF CARTER BOULEVARD APPROXIMATELY ½ MILE NORTH OF OLD HWY 12 FROM C TO MDU-20.

Community Planner Daniel Havelin presented RZ 25-03 a request rezone all or part of three lots located on the east side of Carter Boulevard approximately ½ mile north of Old Hwy 12 from C to MDU-20. This is a request by Jackson Wallace on behalf of IMS Acquisitions, LLC to rezone all or part of three lots located on the East side of Carter Boulevard approximately ½ mile North of Old Hwy 12 from C to MDU-20 with the parcel numbers 103J-08-001.20, 103J-08-001.22, and 103J-08-001.00. The subject properties include Lot 4 and Lot 10 and part of Lot 3 of the Western Crossing Development Phase II subdivision plat. The subject rezoning request is based on Error. The applicant is planning a multi-dwelling residential development involving the aggregation of several parcels adjacent to Carter Boulevard into Lot 10 of the Western Crossing Development Phase II subdivision (Parcel 103J-08-001.00). Upon aggregation, the new lot would include split zoning, part C (Commercial) and part MDU-20 (Multi-Dwelling Unit Residential), creating a mapping inconsistency.

Section 4.3 of the Unified Development Code requires that “district boundary lines shall, to the greatest possible extent, follow lot lines, the centerline of streets, alleys, or highways, or natural boundaries.” Leaving the zoning unchanged would conflict with this provision, resulting in an error on the Official Zoning Map. The proposed amendment corrects that error and ensures zoning boundaries align with property lines as required by ordinance.

The proposed rezoning is consistent with the City’s 2016 Comprehensive Plan, which supports compatible residential development patterns and the logical extension of existing residential zoning.

This correction also promotes the public health, safety, and welfare by maintaining consistent zoning boundaries, avoiding the creation of non-conforming or split-zoned parcels, and upholding the integrity of the City’s Official Zoning Map. The existing and proposed zoning districts share equivalent base dimensional standards for density, setbacks, and building height. The key difference lies in permitted uses. The proposed use, Dwelling, Apartment, is allowed with additional standards in both zoning classifications. Comparative details are provided in Attachment 3 (Permitted Uses) and Attachment 4 (Dimensional Standards). The proposed

rezoning is consistent with the adopted 2016 Comprehensive Plan.

The request was noticed in accordance with Section 3.1.3.G of the Unified Development Code.

1. 3 property owners of record within 160 feet of the subject properties were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on October 25, 2025.
3. A sign was posted on the property in a conspicuous location.

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

At the November 11, 2025 Planning and Zoning Commission meeting, the Commission voted unanimously to recommend approval of the request based on error with one recommended condition of approval.

1. The zoning designations, if approved, will only take affect after the property is aggregated together through the minor subdivision process. If the properties are not aggregated together, the zoning amendment will be void.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Skinner, and adopted by the Board to adopt RZ 25-03 a request rezone all or part of three lots located on the east side of Carter Boulevard approximately ½ mile north of Old Hwy 12 from C to MDU-20 with the parcel numbers 103J-08-001.20, 103J-08-001.22, and 103J-08-001.00 with one condition of approval. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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.

ORDINANCE NO. 2025-04

ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI REZONING ALL LOT 4 AND LOT 10 AND PART OF LOT 3 OF THE WESTERN CROSSING DEVELOPMENT PHASE II ON THE WEST SIDE OF CARTER BOULEVARD APPROXIMATELY ½ MILE NORTH OF OLD HWY 12 FROM C TO MDU-20 WITH THE PARCEL NUMBERS 103J-08-001.20, 103J-08-001.22, AND 103J-08-001.00

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, did hold a public hearing as described in the proof of publication of the notice of hearing, which is appended to the Minutes, in connection with the proposed rezoning of that certain property as depicted on Western Crossing Development Phase II subdivision plat filed on April 22, 2010, as slide 273A in the Office of the Chancery Clerk of Oktibbeha County, Mississippi as illustrated in Exhibit A from C (Commercial) to MDU-20; and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public rezoning hearing was given as required by law (Exhibit B) and based upon the evidence and testimony received in connection with the proposed rezoning of the Subject Property and upon the recommendation of the City of Starkville Planning and Zoning Commission on November 12, 2025, and input from citizens and others, the City of Starkville finds that the zoning classification for the Subject Properties Lot 4 and Lot 10 and part of Lot 3 of the Western Crossing Development Phase II subdivision plat should be changed from C (Commercial) to MDU-20 as set forth herein, first finding, based on the Staff Report Case RZ 25-03 presented by the Planning Department including exhibits thereto, and related evidence submitted which is included in the record of these proceedings and incorporated herein, that the City has shown by the requisite burden of proof that proposed re-zoning change as to the Subject Property is based off the finding that an error will be created in the Code and a need to correct the error; and

WHEREAS, the proposed rezoning is consistent with the City's 2016 Comprehensive Plan, which supports compatible residential development patterns and the logical extension of existing residential zoning.

WHEREAS, this correction also promotes the public health, safety, and welfare by maintaining consistent zoning boundaries, avoiding the creation of non-conforming or split-zoned parcels, and upholding the integrity of the City's Official Zoning Map.

WHEREAS, consistent with the findings herein the Subject Properties Lot 4 and Lot 10 and part of Lot 3 of the Western Crossing Development Phase II subdivision plat should be rezoned from C (Commercial) to MDU-20 and the Official Zoning District Map of the City of Starkville should be amended; and

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

SECTION 1. That the Subject Properties Lot 4 and Lot 10 and part of Lot 3 of the Western Crossing Development Phase II subdivision plat should be rezoned from C (Commercial) to MDU-20U as provided herein-above.

SECTION 2. That the Official Zoning District Map of the City of Starkville, Mississippi should be and the same is hereby altered and amended to reflect the rezoning classifications set forth herein-above with respect to the Subject Properties, and the Planning Department is hereby authorized to take all actions

necessary to reflect said rezoning classifications of the Subject Properties as set forth herein-above on the Official Zoning District Map of the City of Starkville, Mississippi.

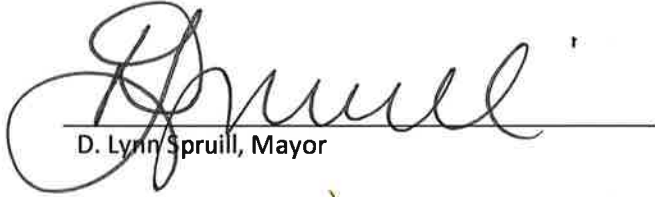
SECTION 3. Upon unanimous vote of the members of the Board of Aldermen, this Ordinance shall go into effect immediately in order to insure the efficient and orderly and timely development of the Subject Properties. However, in the event the vote of the Board of Aldermen is less than unanimous, that this Ordinance shall go into effect thirty (30) days after the adoption hereof.

SECTION 4. Said Ordinance having been previously reduced to writing, a motion was made by Alderman Brooks and seconded by Alderman Skinner to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was the vote of the Board of Aldermen, the results being as follows:

Alderman Kim Moreland	Ward 1	Voted: Yea
Alderman Sandra C. Sistrunk	Ward 2	Voted: Yea
Alderman Kyle Skinner	Ward 3	Voted: Yea
Alderman Mike Brooks	Ward 4	Voted: Yea
Alderman William Pochop	Ward 5	Voted: Yea
Vice Mayor Roy A'. Perkins	Ward 6	Voted: Yea
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted: Yea

ORDAINED AND APPROVED, this the 18th day of November, 2025, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi


D. Lynn Spruill, Mayor

ATTEST:

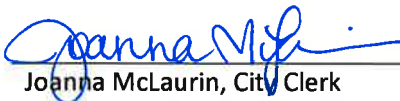

Joanna McLaurin, City Clerk

Exhibit A

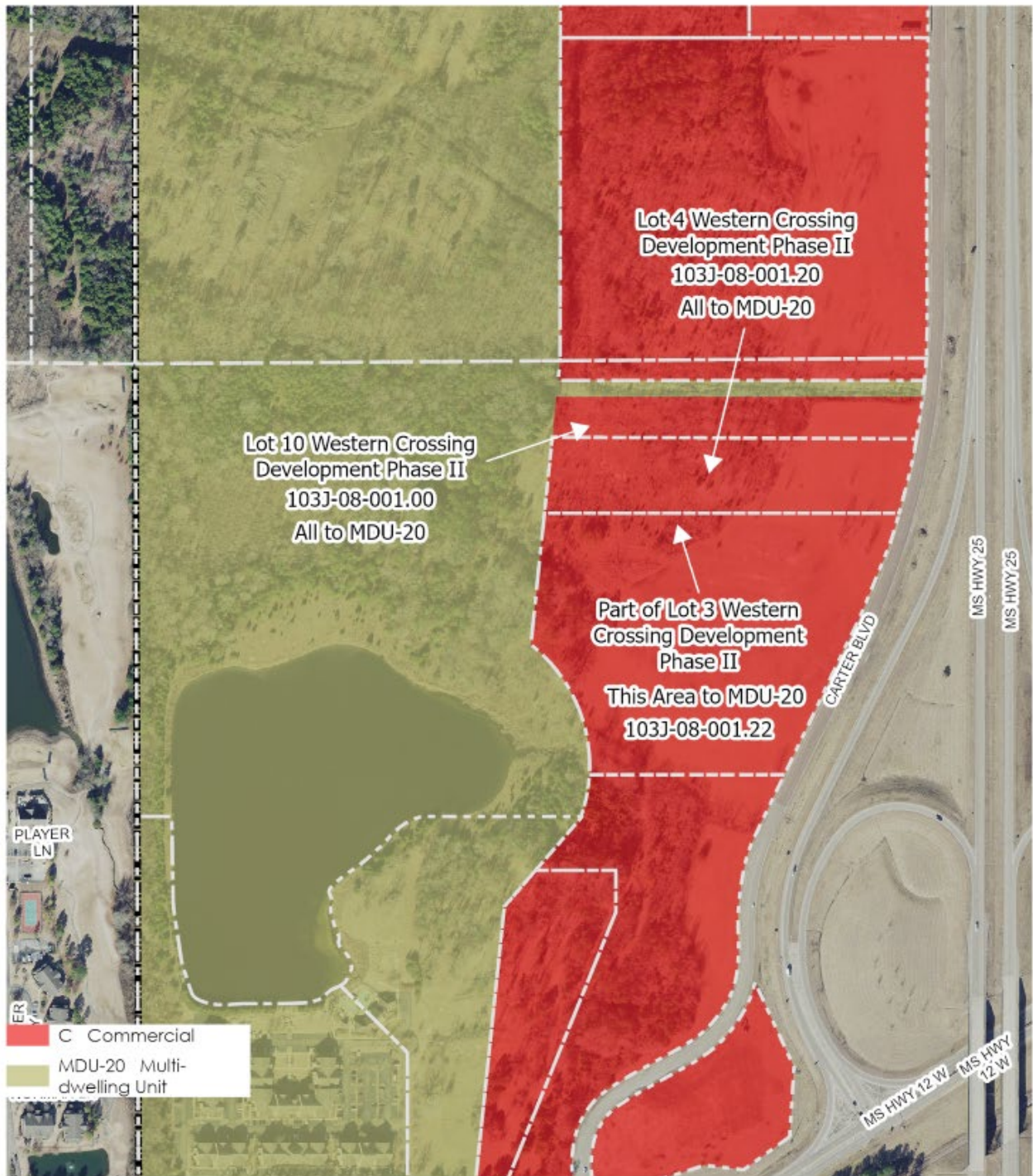


Exhibit B

AFFP

Hearing - RZ 25-03 Beacon

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

John W. Bane, Jr., 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 25, 2025

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

SIGNED:


Classified Clerk

Subscribed to and sworn to me this 25th day of October 2025.

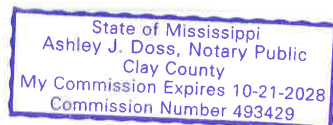


Ashley J. Doss, Notary Public, Oktibbeha County, Mississippi

My commission expires: October 21, 2028

00000131 00108117 662-323-4961

Lesa Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759



Two public hearings will be conducted by the City of Starkville to consider a request by IMS Acquisitions, LLC for a rezoning of all or part of three lots from C to MDU-20. The lots included in this request are parcel numbers 103J-08-001.20, 103J-08-001.22, and 103J-08-001.00. The property is described as follows:

TRACT 1: PARCEL 103J-08-001.20 ALL OF LOT 4, WESTERN CROSSING DEVELOPMENT, PHASE II, RECORDED APRIL 22, 2010, AS SLIDE 273A IN THE OFFICE OF THE CHANCERY CLERK OF OKTIBBEHA COUNTY, MISSISSIPPI.
TRACT III: PARCEL 103J-08-001.00 ALL OF LOT 10, WESTERN CROSSING DEVELOPMENT, PHASE II, RECORDED APRIL 22, 2010, AS SLIDE 273A IN THE OFFICE OF THE CHANCERY CLERK OF OKTIBBEHA COUNTY, MISSISSIPPI; AND ALSO BEING 54.69 ACRES AS DESCRIBED IN DEED BOOK 2011 AT PAGE 5, IN THE OFFICE OF THE CHANCERY CLERK OF OKTIBBEHA COUNTY, MISSISSIPPI.

TRACT IIA: PART OF PARCEL 103J-08-001.22 COMMENCE AT AN IRON STAKE FOUND AT A CORNER FENCE POST BEING USED AS THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI; THENCE RUN SOUTH 70 DEGREES 46 MINUTES EAST FOR 1362.41 FEET TO A SET IRON PIN AND THE POINT OF BEGINNING. THENCE RUN EAST FOR 1091.41 FEET TO AN IRON PIN SET ON THE WEST RIGHT-OF-WAY FOR CARTER BOULEVARD; THENCE RUN ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,570.00 FEET AND ALSO HAVING A LONG CHORD OF BEARING SOUTH 16 DEGREES 13 MINUTES WEST AND LENGTH OF 149.83 FEET FOR AN ARC DISTANCE OF 149.95 FEET TO AN IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY RUN WEST FOR 1064.60 FEET TO AN IRON PIN; THENCE RUN NORTH 05 DEGREES 58 MINUTES EAST FOR 144.75 FEET TO AN IRON PIN AND THE POINT OF BEGINNING. BEING A TOTAL OF 3.57 ACRES. MORE OR LESS, PLUS OR MINUS A STRIP OF LAND ACROSS THE EASTERN END TO THE RIGHT-OF-WAY FOR CARTER BOULEVARD. ALL BEING PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 8, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI. AND ALSO BEING A PART OF LOT 3, WESTERN CROSSING DEVELOPMENT, PHASE II, RECORDED APRIL 22, 2010, AS SLIDE 273A IN THE OFFICE OF THE CHANCERY CLERK OF OKTIBBEHA COUNTY, MISSISSIPPI.

TRACT IIB: PART OF PARCEL 103J-08-001.22 COMMENCE AT AN IRON STAKE FOUND AT A CORNER FENCE POST BEING USED AS THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI; THENCE RUN SOUTH 65 DEGREES 01 MINUTES EAST FOR 1402.70 FEET TO THE POINT OF BEGINNING. THENCE RUN EAST FOR 61.79 FEET TO AN IRON PIN; THENCE RUN SOUTH FOR 394.28 FEET TO AN IRON PIN; THENCE RUN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 480.05 FEET AND ALSO HAVING A LONG CHORD OF BEARING NORTH 42 DEGREES 25 MINUTES WEST AND LENGTH OF 128.66 FEET FOR AN ARC DISTANCE OF 136.55 FEET TO AN IRON PIN; THENCE RUN NORTH 05 DEGREES 58 MINUTES EAST FOR 295.13 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

BEING A TOTAL OF 0.62 ACRES, MORE OR LESS, AND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 14 EAST, OKTIBBEHA COUNTY, MISSISSIPPI, AND ALSO BEING A PART OF LOT 3, WESTERN CROSSING DEVELOPMENT, PHASE II, RECORDED APRIL 22, 2010, AS SLIDE 273A IN THE OFFICE OF THE CHANCERY CLERK OF OKTIBBEHA COUNTY, MISSISSIPPI.
TRACT III: PARCEL 103J-08-001.00 ALL OF LOT 10, WESTERN CROSSING DEVELOPMENT, PHASE II, RECORDED APRIL 22, 2010, AS SLIDE 273A IN THE OFFICE OF THE CHANCERY CLERK OF OKTIBBEHA COUNTY, MISSISSIPPI; AND ALSO BEING 54.69 ACRES AS DESCRIBED IN DEED BOOK 2011 AT PAGE 5, IN THE OFFICE OF THE CHANCERY CLERK OF OKTIBBEHA COUNTY, MISSISSIPPI.

The 1st public hearing with the Planning and Zoning Commission will be held November 11, 2025, at 5:30 P.M. in the Courtroom of City Hall located on the first floor at 110 West Main Street, Starkville, Mississippi.

If recommended for approval or denial, the 2nd public hearing with the Mayor and Board of Aldermen will be held November 18, 2025 in the Courtroom of City Hall located on the first floor at 110 West Main Street, Starkville, Mississippi.

At the hearings, interested parties may appear and be heard with respect to this request. Copies of the request are available at City Hall in the Community Development Department and may be inspected by the public during normal business hours.

Daniel Havelin, City Planner

Lyle McCaskey, Assistant City Planner



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of RZ 25-03 a request rezone all or part of three lots located on the East side of Carter Boulevard approximately ½ mile North of Old Hwy 12 from C to MDU-20.
Date: November 11, 2025

The purpose of this report is to provide information regarding a rezoning request by Jackson Wallace on behalf of IMS Acquisitions, LLC to rezone all or part of three lots located on the East side of Carter Boulevard approximately ½ mile North of Old Hwy 12 from C to MDU-20 with the parcel numbers 103J-08-001.20, 103J-08-001.22, and 103J-08-001.00. Please see attachments 1- 5.

REASON FOR AMENDMENT

Pursuant to Miss. Code Ann. § 17-1-17 and the Unified Development Code, the Official Zoning District Map may be amended only when one or more of the following conditions prevail:

- A. Error. There is an error in the Code and a need to correct the error.
- B. Change in conditions. A change in the neighborhood has occurred to such an extent as to justify the proposed rezoning and there is a public need for the proposed rezoning.

The subject rezoning request is based on Error. The applicant is planning a multi-dwelling residential development involving the aggregation of several parcels adjacent to Carter Boulevard into Lot 10 of the Western Crossing Development Phase II subdivision (Parcel 103J-08-001.00). Upon aggregation, the new lot would include split zoning, part C (Commercial) and part MDU-20 (Multi-Dwelling Unit Residential), creating a mapping inconsistency.

Section 4.3 of the Unified Development Code requires that “district boundary lines shall, to the greatest possible extent, follow lot lines, the centerline of streets, alleys, or highways, or natural boundaries.” Leaving the zoning unchanged would conflict with this provision, resulting in an error on the Official Zoning Map. The proposed amendment corrects that error and ensures zoning boundaries align with property lines as required by ordinance.

The proposed rezoning is consistent with the City's 2016 Comprehensive Plan, which supports compatible residential development patterns and the logical extension of existing residential zoning.

This correction also promotes the public health, safety, and welfare by maintaining consistent zoning boundaries, avoiding the creation of non-conforming or split-zoned parcels, and upholding the integrity of the City's Official Zoning Map. The existing and proposed zoning districts share equivalent base dimensional standards for density, setbacks, and building height. The key difference lies in permitted uses. The proposed use, Dwelling, Apartment, is allowed with additional standards in both zoning classifications. Comparative details are provided in Attachment 3 (Permitted Uses) and Attachment 4 (Dimensional Standards). The proposed rezoning is consistent with the adopted 2016 Comprehensive Plan.

NOTIFICATION

The request was noticed in accordance with Section 3.1.3.G of the Unified Development Code.

1. 3 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on October 25, 2025.
3. A sign was posted on the property in a conspicuous location.

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

CONDITIONS OF APPROVAL

The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a Rezoning shall run with the land and shall be binding upon the applicants, their heirs, and/or successors. (Section 3.1.3.M).

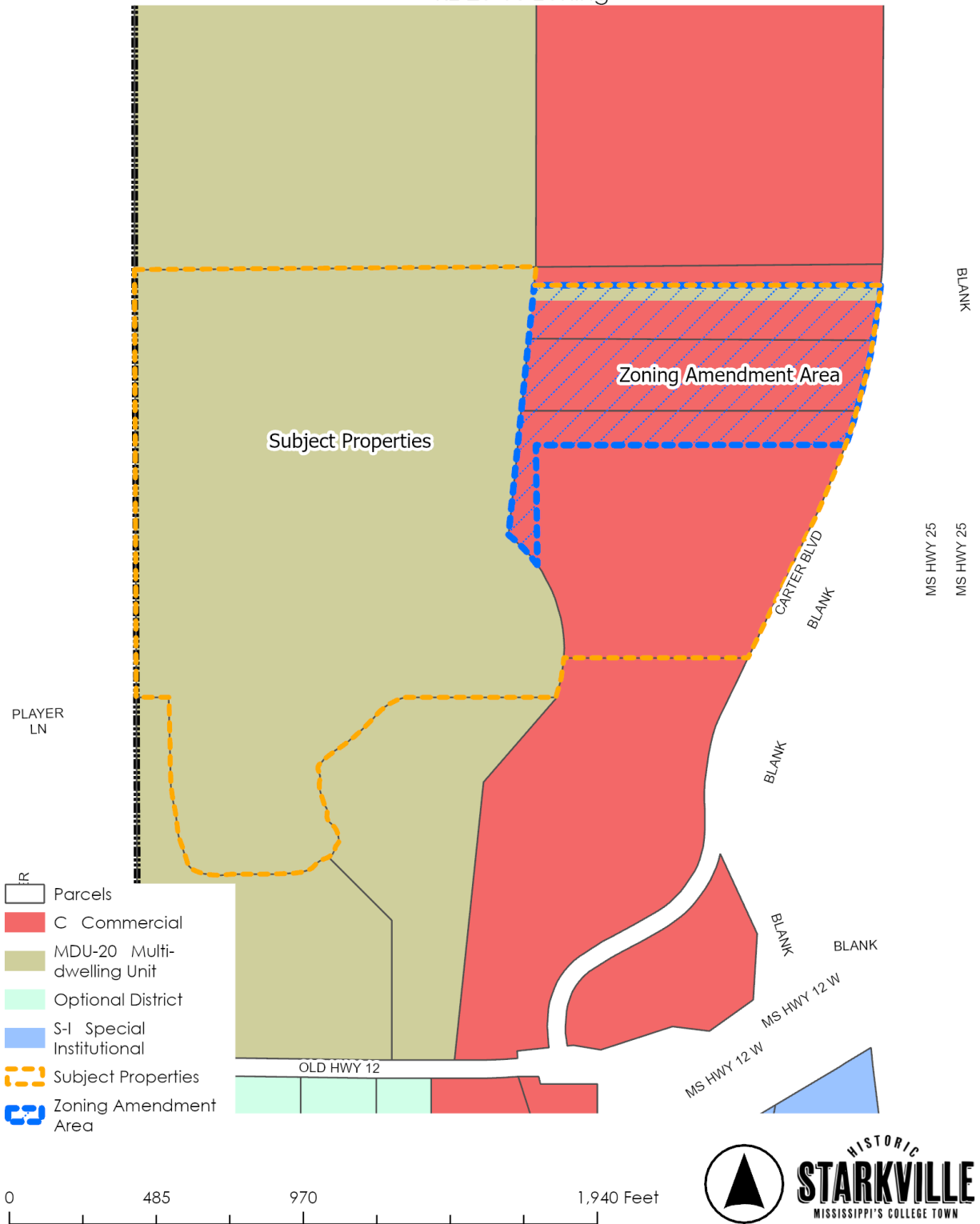
Staff requested condition:

1. The zoning designations, if approved, will only take affect after the property is aggregated together through the minor subdivision process. If the properties are not aggregated together, the zoning amendment will be void.

Attachment 1
RZ 25-03 Aerial



Attachment 2 RZ 25-03 Zoning



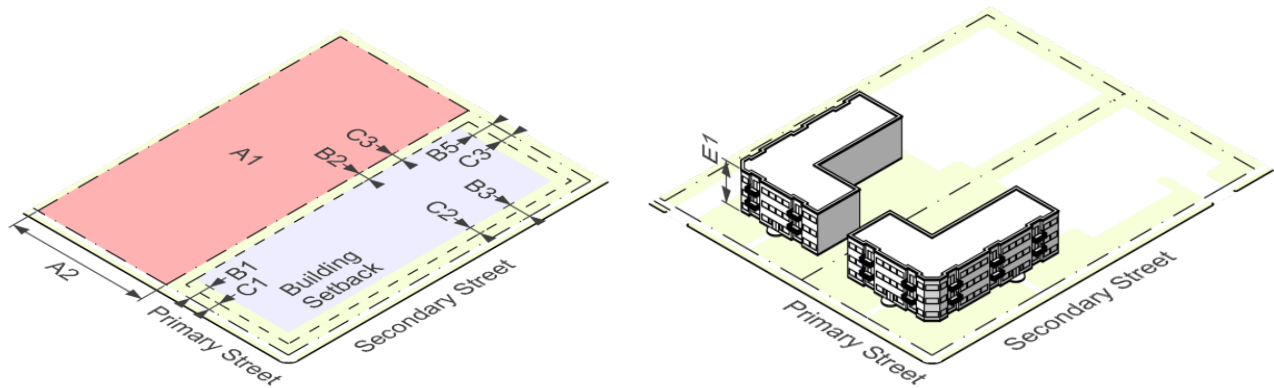
Attachment 3- Comparison between the allowed uses

Residential	MDU-20	C
Dwelling, Detached	P	SE
Dwelling, Accessory Unit	--	--
Dwelling, Attached Duplex	A	--
Dwelling, Attached Triplex	P	--
Dwelling, Townhouse/ Rowhouse	A	SE
Dwelling, Multiplex	A	A
Dwelling, Apartment	A	A
Dwelling, Manufactured and Modular Home	--	--
Home Occupations	A	A
Mixed-Use Building	--	A
Residential First Floor	P	SE
Institutional	MDU-20	C
Assisted Living Facility	A	P
Care Centers	--	A
Care Home	--	P
Cemetery	--	--
Community and Civic Associations	--	P
Convalescent, Rest, and Nursing Homes	P	P
Educational Facilities	--	SE
Fraternity and Sorority House	UE/SE	UE/SE
Group Care Home or Facility	UE/SE	UE/SE
Hospital	--	--
Life Care Communities	A	A
Municipal Buildings and Facilities	UE/SE	A
Parks, Open Space, and Greenways	P	P
Places of Worship	UE/SE	UE/SE
Public Buildings and Facilities	UE/SE	UE/SE

Commercial	MDU-20	C
Adult Oriented Business	--	--
Animal Boarding Facilities	--	A
Animal Hospital, Clinic, or Grooming Facility	--	A
Banks and Financial Institutions	--	P
Bed and Breakfast Establishments	--	--
Car Title Loan, Payday Advance, or Loan Business	--	UE
Conference and Convention Center	--	P
Convenience Store and Gas Station	--	A
Convenience Store and Truck Stop	--	--
Eating & Drinking Establishments	--	A
Food Truck	--	A
Hotels, Motels, or Inns	--	P
Micro-Breweries and Small Batch Distilleries	--	UE/SE
Mini-Storage	--	SE
Mortuaries & Funeral Homes	--	A
Offices- Medical	--	P
Offices- Professional	--	P
Recreational and Entertainment:	--	P
Indoors-Commercial		
Recreational and Entertainment:	--	UE/SE
Outdoors-Commercial		SE
Private Recreational Clubs or Facility	--	P
Recreational Vehicle Park	SE	SE
Retail Sales and Services-	--	A
Retail Sales and Services-	--	A
with Outside Displays		
Studios - Art, Craft, Music,	--	A
Dance, and Fitness		
Theaters	--	P
Vehicle Repair and Maintenance	--	A

Industrial	MDU-20	C
Airport	--	--
Heliport	--	--
Borrow Pit, Soil Fill Site, and Soil Storage Site	--	--
Landfill	--	--
Manufacturing and Industrial Heavy	--	--
Manufacturing and Industrial Light	--	UE/SE
Mining and Quarrying	--	--
Outdoor Storage	--	--
Research and Development Facilities	--	UE/SE
Salvage Yard	--	--
Trades and Skilled Services	--	--
Warehousing, Distribution, & Wholesale Services	--	--
Other	MDU-20	C
Accessory Use or Structures (excluding dwellings)	A	A
or Structures		
Agriculture and Forestry	--	--
Firing Range	--	--
Parking Lots and Garages	--	SE
Telecommunication Facilities	SE	SE
Temporary Uses	A	A
Portable Telecommunication Facilities	A	A
Special Event Facility	--	A
Small Cell Telecommunication Facilities	P	P

Attachment 4- Comparison between the base dimension standards



Apartments Dwellings		
A. Lot Dimensions	MDU-20	C
A1. Lot size per unit (min)	2100 sq. ft.	2100 sq. ft.
A2. Lot width (min)	100'	100'
A3. Lot width at corner	110'	110'
B. Building/Structure Setbacks	MDU-20	C
B1. Front setback	20'	20'
B2. Side setback	10'	10'
B3. Side setback adjacent to detached residential	25'	25'
B4. Side setback corner lot	20'	20'
B5. Rear setback	20'	20'
B6. Rear setback adjacent to detached residential	30'	30'
C. Parking Setbacks	MDU-20	C
C1. From primary street	10'	10'
C2. From side lot line adjacent to street	10'	10'
C3. From side and rear lot line	10'	10'
C4. From rear lot line adjacent to detached residential	15'	15'
D. Height	MDU-20	C
D1. Principal building(s) (max)	38', 3 story	38', 3 story
E. Pedestrian Access	MDU-20	C
E1. Street-facing primary entrance along street	yes	yes
E2. Sidewalk connection to street from each entrance	yes	yes

Attachment 5- Applicant Statement

Applicant Statement for Rezoning Application

Date: 10/16/2025

RE: Proposed Beacon Place Multifamily development
Parcel 1: 103J-08-001.00
Parcel 2: 103J-08-001.20
Parcel 3: 103J-08-001.22*

IMS Acquisitions LLC is seeking to develop a multifamily project in the City of Starkville, located off Carter Boulevard. The property proposed for development (*the Subject Property*) will consist of an assemblage of the Parcels referenced above and will include all of Parcel 1 and Parcel 2, as well as portions of Parcel 3 (**Please see note below*). The Subject Property is illustrated on the Rezoning Exhibit that is included with this rezoning application.

Development of the Subject Property is essential to provide needed housing for the area and contribute to the City's tax base. According to the City of Starkville's GIS zoning district map, Parcels 2 & 3 above, as well as a portion of Parcel 1 are currently zoned C- Commercial. The majority of Parcel 1, and therefore the majority of the Subject Property, is currently zoned MDU-20 Multi- dwelling Unit. Development of the Subject Property based on current zoning classifications will generate a split zoned lot. This will create an error in the City of Starkville's zoning map making it difficult to develop. We respectfully request that Parcel 2, and portions of Parcel 1 and 3 above currently zoned C-Commercial be rezoned to MDU-20 Multi-dwelling Unit to create a unified zoning classification for the Subject Property. The areas in need of rezoning are shaded in red on the accompanying Rezoning Exhibit. The rezoning action requested should eliminate any errors in the City's Zoning Map related to the development of the Subject Property.

**Note: Tax Parcel 103J-08-001.22 comprises approximately 17.12 acres. Only those portions of such tax parcel that are reflected on the attached/enclosed Rezoning Exhibit Map as "Tract IIA" (comprising +/- 3.57 acres) and "Tract IIB" (comprising +/- .62 acres) are included in the application for rezoning. The balance of Tax parcel 103J-08-001.22, such balance comprising approximately 12.93 acres, is not included as part of the rezoning application, as the applicant desires that such 12.93 acre remainder retain its current "C-Commercial" zoning classification.*

PUBLIC HEARING AND CONSIDERATION OF SE 25-07 A REQUEST FOR SPECIAL EXCEPTION TO ALLOW FOR A DWELLING, ACCESSORY UNIT AT 802 PINE CIRCLE IN AN SD-2 ZONING DISTRICT.

Community Planner Daniel Havelin presented SE 25-07 a request for Special Exception to allow for a dwelling, accessory unit at 802 Pine Circle in an SD-2 zoning district. This is a Special Exception request by Martha Malone to allow for a Dwelling, Accessory Unit located at 802 Pine Circle in a SD-2 zoning district with the property #102H-00-112.00. The applicant is seeking a Special Exception to construct a one-bedroom, one-bath accessory dwelling unit in the rear yard of the property. The proposed accessory dwelling unit is approximately 400 Sqft. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for “Dwelling, Accessory Unit” in a SD-2 zoning district. The proposed use does require the construction of a new building or major modification to an existing building or site. Therefore, the request will be reviewed as a Special Exception. Section 3.4 of the Unified Development Code also requires that the Special Exception meet the additional standards for that use. The proposed location and layout of the structure meets the dimensional standards for that zoning district and the additional standards for that use.

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

1. 14 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on October 25, 2025.
3. A sign was posted on the property in a conspicuous location.

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

At the November 11, 2025, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

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

Upon the motion of Alderman Skinner, duly seconded by Alderman Pochop, and adopted by the Board to adopt SE 25-07 a request for Special Exception request SE 25-07 to allow for a dwelling, accessory unit at 802 Pine Circle. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of SE 25-07 a request for Special Exception to allow for a dwelling, accessory unit at 802 Pine Circle in an SD-2 zoning district.
Date: November 11, 2025

The purpose of this report is to provide information regarding a Special Exception request by Martha Malone to allow for a Dwelling, Accessory Unit located at 802 Pine Circle in a SD-2 zoning district with the property #102H-00-112.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

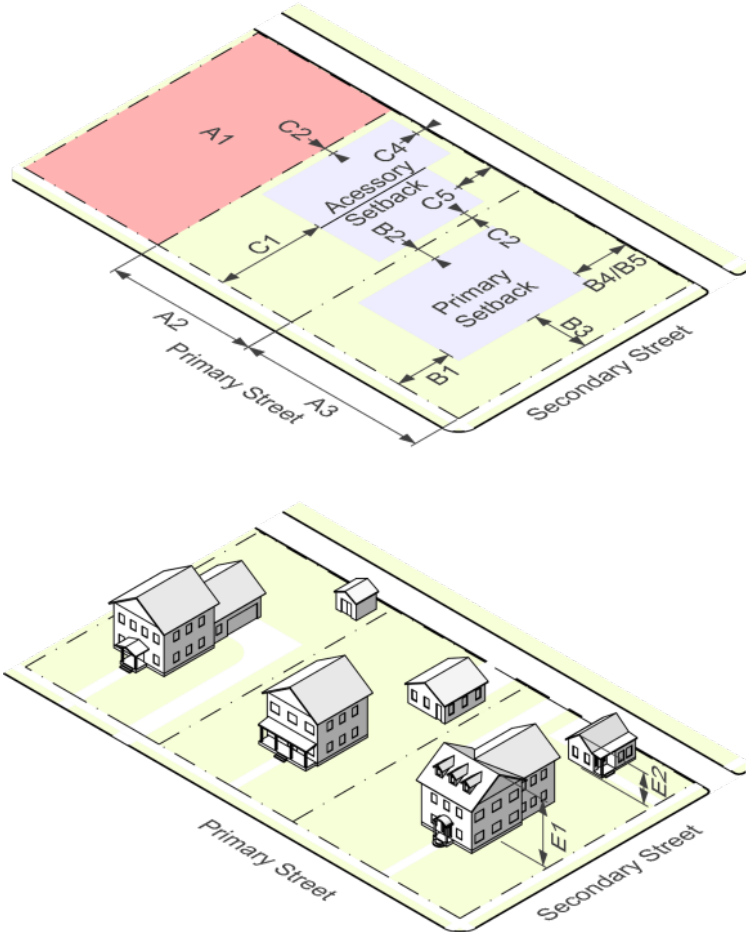
The applicant is seeking a Special Exception to construct a one-bedroom, one-bath accessory dwelling unit in the rear yard of the property. The proposed accessory dwelling unit is approximately 400 Sqft. The Use Chart in Section 13.3 of the Unified Development Code requires a Use Exception or a Special Exception for "Dwelling, Accessory Unit" in a SD-2 zoning district. The proposed use does require the construction of a new building or major modification to an existing building or site. Therefore, the request will be reviewed as a Special Exception. Section 3.4 of the Unified Development Code also requires that the Special Exception meet the additional standards for that use.

Section 13.5.2 Dwelling, Accessory Unit

- A. Definition:** A residential structure containing one (1) dwelling unit that is auxiliary to the principal dwelling unit(s) on the same lot and that have an independent means of entry into the dwelling unit. This includes, but is not limited to dwelling units in guest houses, pool houses, carriage houses, and garage apartments above or beside a garage. An accessory structure shall be considered an accessory dwelling if it includes all of the following: kitchen area, full bathroom, electricity, and is heated or cooled.
- B. Parking:** One (1) parking space per bedroom for all new construction.
- C. Loading:** Loading/unloading areas accommodating delivery of materials to and from the premises are not permitted or required.
- D. Additional Standards:**
1. An accessory dwelling unit footprint cannot exceed fifty percent (50%) of the footprint of the principal dwelling or six hundred (600) square feet, whichever is less.
 2. There can be no more than two (2) bedrooms per accessory dwelling unit and only one (1) accessory dwelling unit per lot.
 3. An accessory dwelling unit must be a complete living space with both kitchen and bathroom facilities.
 4. No more than two adults may reside in an accessory dwelling unit.

5. The design of the accessory dwelling unit shall be in harmony with the principal dwelling in regards to massing, materials, and location.
6. A home occupation is allowed within an accessory dwelling with proper approvals.
7. See zoning district general provisions for density requirements and other standards.
8. See zoning district base dimensional standards for location, setbacks, and height requirements.

Section 6.3.4. Base Dimensional Standards



Detached and Attached Duplex Dwelling	
A. Lot Dimensions	SD-2
A1 Lot size per unit in sq. ft (min.)	17500
A2 Lot width (min.)	100'
A3 Lot width at corner (min.)	100'
C. Accessory Dwelling Unit/Structure Setbacks	
C1. Front setback	Behind rear wall of principal building
C2. Side Setback	5' minimum
C4. Rear Setback	5', minimum of 10' from any structure

CRITERIA FOR SPECIAL EXCEPTION REVIEW AND APPROVAL (Section 3.4.1)

1. **Site suitability.** The proposed location of the structure and use has adequate space for development, adequate access to the site, fits contextually with the surrounding area, and has been properly designed for any environmental constraints.
2. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the proposed structure and use.
3. **Immediate neighborhood impact.** The proposed structure and use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
4. **Availability of public services.** The proposed structure and use is adequately served by sewer, water, electricity, fire protection, police protection, and provides for any stormwater requirements.
5. **Site Plan.** A site plan shall be reviewed by the Development Review Committee prior to review by the Planning and Zoning Commission. This review shall be to determine if elements have been adequately provided on the plan. These elements can include, but are not limited to: parking areas, loading areas, buffers, screening, landscaping, and signage. Additional approval by the Development Review Committee may be required for site plan approval after approval of a special exception.
6. **Impact on property values.** The proposed location of the structure and use will not cause or contribute to a decline in property values of surrounding properties.
7. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
8. **Additional Standards.** All associated additional standards for the proposed building, sign, accessory structure, or site associated with the use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

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

NOTIFICATION

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

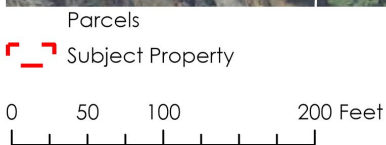
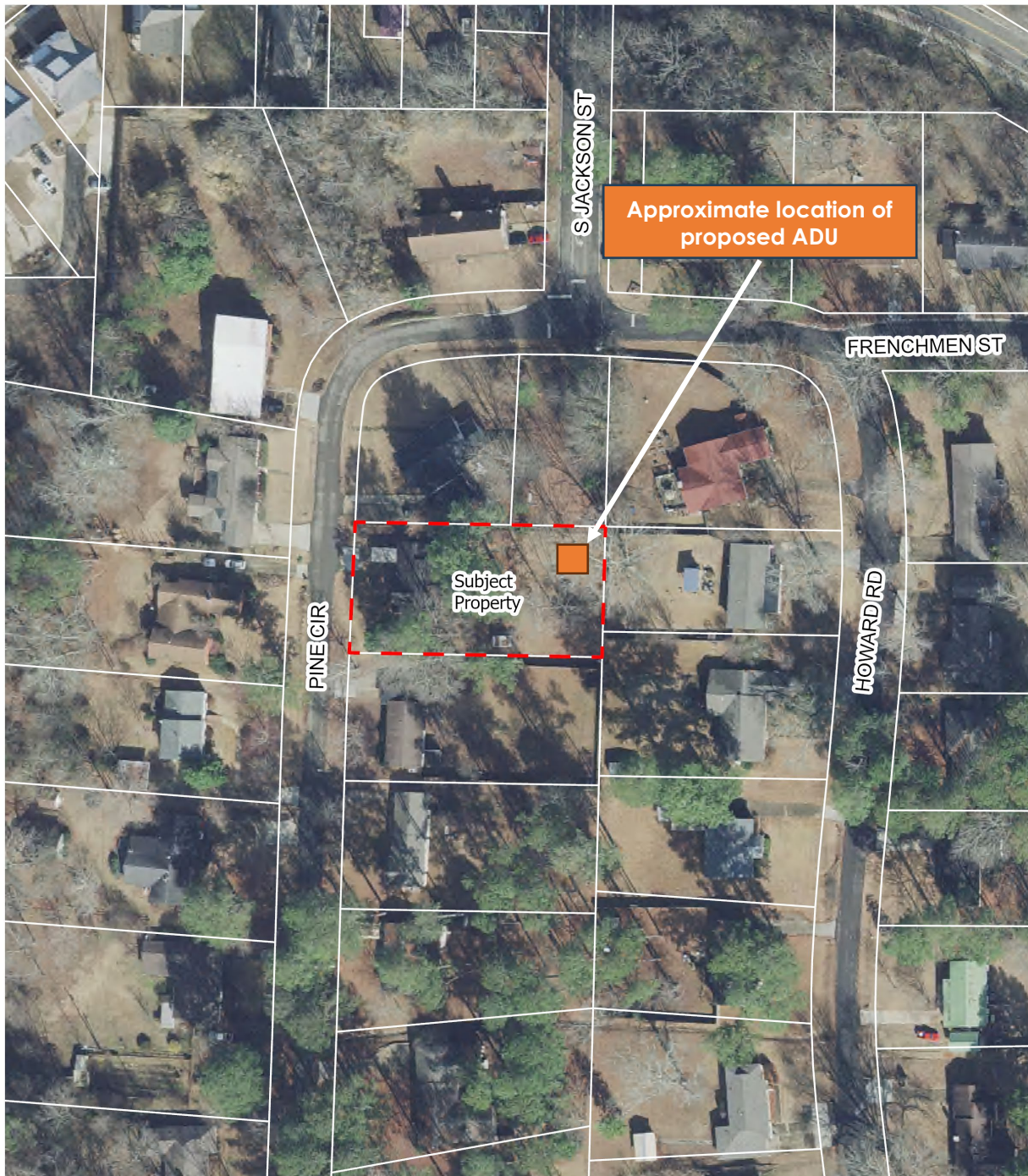
1. 14 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on October 25th, 2025.
3. A sign was posted on the property in a conspicuous location.

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

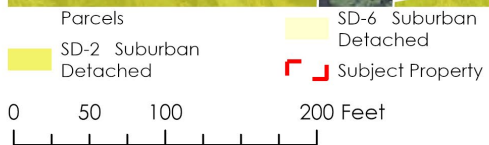
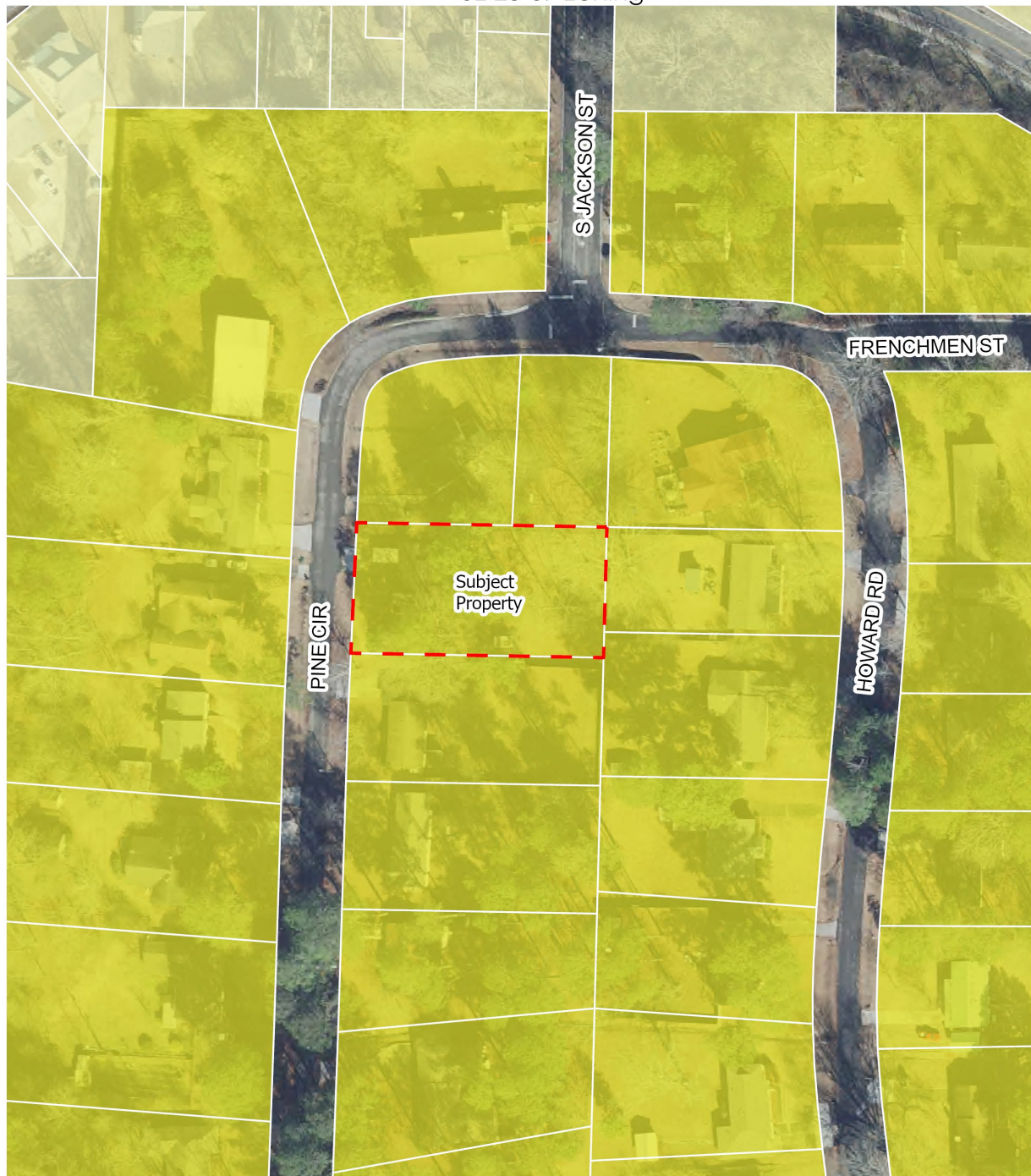
CONDITIONS OF APPROVAL

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

Attachment 1
SE 25-07 Aerial



Attachment 2
SE 25-07 Zoning

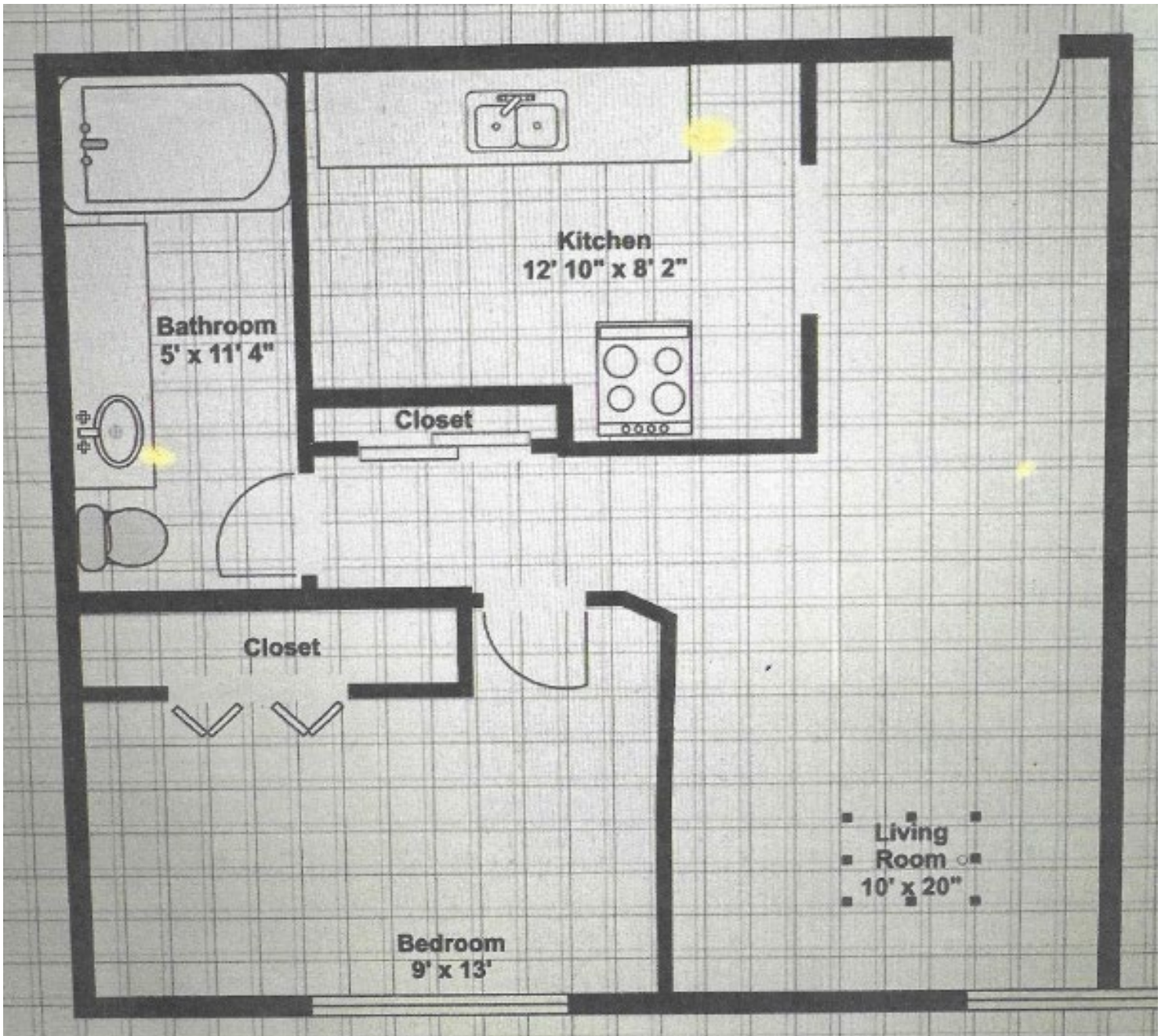


Attachment 3
SE 25-07 Site Plan

802 Pine Circle - ADU Proposal



Attachment 4
SE 25-07 Floor Plan



PUBLIC HEARING AND CONSIDERATION OF UE 25-01 A REQUEST FOR USE EXCEPTION TO ALLOW THE USE OF “OFFICE- PROFESSIONAL” AS PART OF A MIXED-USE BUILDING AT 513 SOUTH MONTGOMERY IN AN TN-E ZONING DISTRICT.

Community Planner Daniel Havelin presented UE 25-01 a request for Use Exception to allow the use of “Office- Professional” as part of a mixed-use building at 513 South Montgomery in an Tn-E zoning district. This is a Use Exception request by Jane Anna Waide to allow for the use of “Office- Professional” as part of a mixed-use building at 513 South Montgomery within a TN-E zoning district with the property 101D-00-237.00. The applicant is trying to purchase the property and convert the existing building into a mixed-use structure. The proposal is to have a real estate office in part of the structure and a residential rental unit in the other part. Section 13.7.17.D.2 of the Unified Development code states:

“The conversion of an existing building located in a TN-E to another allowed use shall require approval by the Board of Aldermen as a use exception or special exception within the existing building(s). Any expansion of an existing building and/or the addition of new habitable structures shall require approved by the Board of Aldermen as a special exception. Any additional parking shall not be located within the front yard”

The proposed use does not require major modification of the existing structure. Therefore, a Use Exception is required to have the use of Office Professional as part of a Mixed Use building.

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

1. 11 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on October 25, 2025.
3. A sign was posted on the property in a conspicuous location.

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

At the November 11, 2025, Planning and Zoning Commission Meeting, the Commission voted unanimously to recommend approval of the request.

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

Upon the motion of Alderman Brooks, duly seconded by Alderman Sistrunk, and adopted by the Board to approve Use Exception request UE 25-01 to allow the use of “Office- Professional” as part of a mixed-use building at 513 South Montgomery. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea

Alderman William Pochop 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.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of UE 25-01 a request for Use Exception to allow the use of "Office- Professional" as part of a mixed-use building at 513 South Montgomery in an Tn-E zoning district.
Date: November 11, 2025

The purpose of this report is to provide information regarding a Use Exception request by Jane Anna Waide to allow for the use of "Office- Professional" as part of a mixed-use building at 513 South Montgomery within a TN-E zoning district with the property 101D-00-237.00. Please see attachments 1- 2.

BACKGROUND INFORMATION

The applicant is trying to purchase the property and convert the existing building into a mixed-use structure. The proposal is to have a real estate office in part of the structure and a residential rental unit in the other part. Section 13.7.17.D.2 of the Unified Development code states:

"The conversion of an existing building located in a TN-E to another allowed use shall require approval by the Board of Aldermen as a use exception or special exception within the existing building(s). Any expansion of an existing building and/or the addition of new habitable structures shall require approved by the Board of Aldermen as a special exception. Any additional parking shall not be located within the front yard"

The proposed use does not require major modification of the existing structure. Therefore, a Use Exception is required to have the use of Office Professional as part of a Mixed Use building.

CRITERIA FOR USE EXCEPTION REVIEW AND APPROVAL (Section 3.5.1)

- A. **Site and structure suitability.** The proposed location of the use has adequate space for the use such as but not limited to: parking, available utilities, pedestrian access, vehicle access, loading areas, building size, building type, etc.
- B. **Traffic.** There is no undue nuisance or serious hazard to pedestrian or vehicular traffic in the surrounding area by the addition of the proposed use to the area.

- C. **Immediate neighborhood impact.** The proposed use is not detrimental, injurious, obnoxious, or offensive to other properties in the neighborhood. Negative impacts can include excessive trip generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, and inappropriate hours of operation.
- D. **Impact on property values.** The proposed location of the use will not cause or contribute to a decline in property values of surrounding properties.
- E. **Consistency with Comprehensive Plan.** The proposed special exception is consistent with the goals, objectives, and policies of the Comprehensive Plan.
- F. **Additional standards.** All associated additional standards for the proposed use have been adequately provided for on the site plan.

ABANDONMENT OR DISCONTINUANCE (Section 3.5.3.K)

If a use exception is abandoned, discontinued, or ceases for a continuous period of more than three (3) months, the use exception shall become null and void. The use exception shall only be tied to the applicant for that specific location and/or business and cannot be transferred to another entity or location without reapplication. Any use associated with an approved use exception may continue the associated use unless the use is made a nonconformity by any subsequent zoning ordinance and/or action by the Board of Aldermen.

NOTIFICATION

The request was noticed in accordance with Section 3.5.3.E of the Unified Development Code.

1. 11 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on October 25, 2025.
3. A sign was posted on the property in a conspicuous location.

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

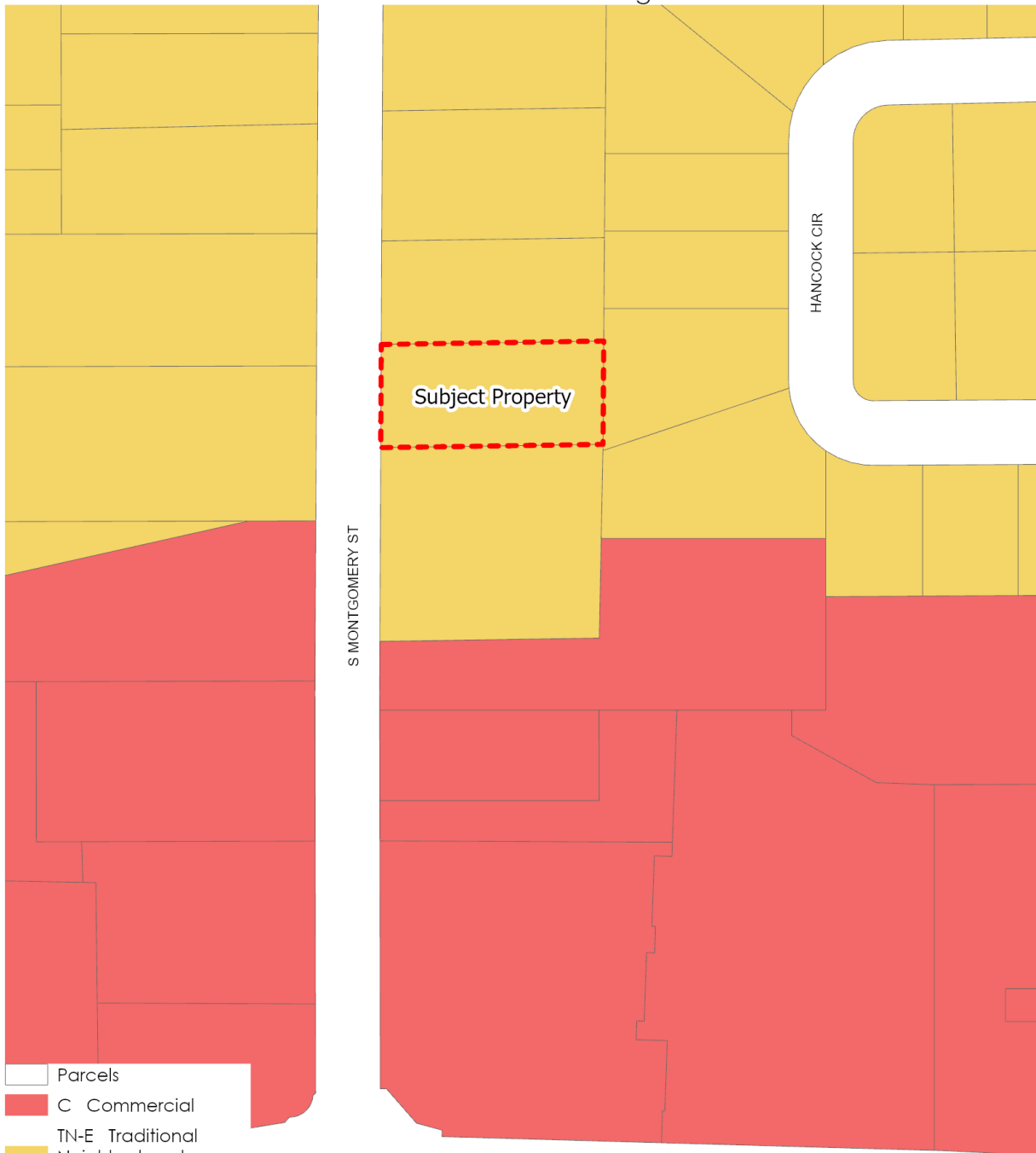
CONDITIONS OF APPROVAL

The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of a use exception shall run with the applicant for the duration of the use. (Section 3.5.3.J).

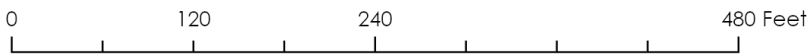
Attachment 1
UE 25-01 Aerial



Attachment 2
UE 25-01 Zoning



- Parcels
- C Commercial
- TN-E Traditional Neighborhood-Existing
- Subject Property



17. CONSIDERATION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STARKVILLE MISSISSIPPI AND TEP STARKVILLE, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Pochop, and adopted by the Board to approve the development and reimbursement agreement by and between the city of Starkville, Mississippi and TEP Starkville, LLC, a Mississippi limited liability company. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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.

18. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT, IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE SAND CREEK REDEVELOPMENT PROJECT, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI NOVEMBER 2025, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$3,350,000), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Skinner, and adopted by the Board to approve a resolution of the Mayor and the Board of Aldermen of the City of Starkville, Mississippi, adopting, approving, and authorizing the execution of the Development and Reimbursement agreement, in conjunction with the Tax Increment Financing Plan for the Sand Creek Redevelopment Project, City of Starkville, Oktibbeha County, Mississippi November 2025, authorizing the City to reimburse the developer for certain costs of certain infrastructure improvements from Tax Increment Financing Revenue bonds of the municipality in an amount not to exceed three million three hundred fifty thousand dollars (\$3,350,000), in one or more series; and for related purposes. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea

Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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.

19. CONSIDERATION OF A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE SAND CREEK REDEVELOPMENT PROJECT, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, NOVEMBER 2025; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, and adopted by the Board to approve a resolution approving the adoption and implementation of the Tax Increment Financing Plan for the Sand Creek Redevelopment Project, City of Starkville, Oktibbeha County, Mississippi, November 2025; and for related purposes. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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.

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the "Agreement") is dated as of the 18th day of November 2025 by and between the City of Starkville, Mississippi (the "City") and TEP Starkville, LLC, a Mississippi limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the "Governing Body"), pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), has previously conducted hearings on, approved, and adopted the *Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006* (as amended from time to time, the "Redevelopment Plan") for the City; and

WHEREAS, on November 4, 2025, the Governing Body of the City adopted a resolution acknowledging its receipt of the *Tax Increment Financing Plan for the Sand Creek Redevelopment Project, City of Starkville, Oktibbeha County, Mississippi, November 2025* (the "TIF Plan"), finding that the TIF Plan qualified for tax increment financing ("TIF"), considering the issuance of tax increment financing revenue bonds in one or more series in a principal amount not to exceed Three Million Three Hundred Fifty Dollars (\$3,350,000) (the "TIF Bonds"), and calling a public hearing on the TIF Plan and the issuance of the TIF Bonds, all as provided by the TIF Act; and

WHEREAS, on November 6, 2025, the City published a Notice of a Public Hearing on the TIF Plan, and on November 18, 2025, the Governing Body of the City held a public hearing on the TIF Plan, all as required by the TIF Act, after which the Governing Body of the City adopted a resolution giving final approval to the TIF Plan and declaring an intent to issue the TIF Bonds for the purpose of reimbursing the Developer of the Project (as defined herein) for certain costs of certain Infrastructure Improvements (as defined herein and in the TIF Plan); and

WHEREAS, the Developer proposes to redevelop approximately 21.6 acres described in the TIF Plan into a hotel, student housing and related improvements off Pat Station Road in the City (the "Project"); and

WHEREAS, the TIF Bonds, being in a principal amount not to exceed Three Million Three Hundred Fifty Dollars (\$3,350,000), which funds will be used to pay the cost of acquiring, installing and constructing various infrastructure improvements eligible under the TIF Act and located within the tax increment financing district created pursuant to the TIF Plan (the "TIF District") or servicing the TIF District, which funds will be used to pay the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, permitting, design, installation, renovation, and construction of roadways, curbs, gutters, signalization, signage, lighting, striping, landscaping along rights of way, drainage improvements, related soft costs, related architectural/engineering fees, attorney's fees, TIF

Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

WHEREAS, the City will pledge one hundred percent (100%) of the incremental increase in ad valorem real and personal property tax revenues (the "City Ad Valorem TIF Revenues"), calculated in the manner set forth in the TIF Act, and the County will pledge one hundred percent (100%) of the incremental increase in ad valorem real and personal property tax revenues (the "County Ad Valorem TIF Revenues"), calculated in the manner set forth in the TIF Act; and

WHEREAS, the City Ad Valorem TIF Revenues and the County Ad Valorem TIF Revenues are collectively referred to as the "TIF Revenues"; and

WHEREAS, the TIF Bonds will be secured solely by a pledge of one hundred percent (100%) of the City Ad Valorem TIF Revenues and one hundred percent (100%) of the County Ad Valorem TIF Revenues; provided, however, the amount of the TIF Bonds to be issued will be determined from the incremental increase in real and personal property ad valorem taxes as follows: (a) up to 23.9 mills of the City's general fund tax levy when applied to the Project's Captured Assessed Value (as that term is defined in the TIF Act) PLUS (b) up to 23.9 mills of the County's general fund tax levy when applied to the Project's Captured Assessed Value (as that term is defined in the TIF Act), and in no event will the principal amount of the TIF Bonds exceed \$3,350,000; and

WHEREAS, part or all of the Project and part or all of the Infrastructure Improvements will be constructed by the Developer prior to the issuance of the TIF Bonds; and

WHEREAS, after the sizing of the issue of TIF Bonds or series thereof has been determined as described above, and the TIF Bonds have been issued, the proceeds of the TIF Bonds shall be first used to pay the costs of the authorization, issuance, sale, validation, and delivery of the TIF Bonds, as determined by the City, the funding of a debt service reserve fund, if any, and such proceeds shall be next used for the reimbursement to the Developer for such portion of the costs of the Infrastructure Improvements that does not exceed the remaining proceeds of the TIF Bonds, and does not exceed the costs advanced by the Developer for Infrastructure Improvements ("Reimbursement Portion"); and

WHEREAS, this Agreement is authorized by the TIF Act; and

WHEREAS, it is necessary for the Developer to go forward with the construction of the Project described in the TIF Plan; as allowed by the TIF Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for all or a portion of certain eligible costs of certain Infrastructure Improvements, in an amount not to exceed the Reimbursement Portion of the TIF Bonds, and subject to the conditions contained herein; and

WHEREAS, the process for reimbursement to the Developer by the City shall be

governed by a requisition for payment process as evidenced by the Form of Requisition attached hereto as Exhibit A.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE RECEIPT AND LEGAL SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. The Developer shall commence with the construction of the Project and the Infrastructure Improvements and complete the portions of the Infrastructure Improvements for which the Developer seeks reimbursement for certain eligible expenditures pursuant to this Agreement. The City shall, subject to the provisions of this Agreement and the issuance of the TIF Bonds, reimburse the Developer for all or a portion of its expenditures pursuant to this Agreement for the Infrastructure Improvements.

SECTION 2. The Project, including the Infrastructure Improvements, will be acquired by the Developer, constructed in phases by the Developer, and will result in expenditures for the Infrastructure Improvements for which the Developer may be reimbursed for an amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000) or the Reimbursement Portion. The City may issue its TIF Bonds in one or more series to reimburse the Developer for certain costs of certain Infrastructure Improvements in an amount as may be reasonably determined by the City in accordance with fact, not to exceed Three Million Three Hundred Fifty Thousand Dollars or the Reimbursement Portion.

SECTION 3. The City will issue the TIF Bonds as soon as the Developer is able to demonstrate to the satisfaction of the City that TIF Revenues will provide moneys sufficient to make the payments of principal and interest for such TIF Bonds. The City's determination that TIF Revenues are sufficient to make the payments of principal and interest on such TIF Bonds will be based on, but not limited to, a certificate of the Tax Assessor of Oktibbeha County, Mississippi, regarding the actual "captured assessed value" as defined in the TIF Act, and/or projections of future City Ad Valorem Tax Revenues by the Tax Assessor of Oktibbeha County, Mississippi (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of Oktibbeha County, Mississippi), or by a financial advisor or a consultant knowledgeable and experienced in making such projections.

SECTION 4. TIF Bonds to be issued pursuant to this Agreement shall be issued within eight (8) years from the Effective Date, and construction of the Project shall begin within 18 months of the Effective Date. The City pledges to use its best efforts to issue the principal amount of TIF Bonds determined to be appropriate and to issue such principal amount of the TIF Bonds as is justified by information, including the certificates of the Mississippi Department of Revenue and the Tax Assessor of Oktibbeha County, Mississippi, presented within the specified time frame and as soon as practicable following Developer's demonstration that the TIF Revenues will provide sufficient moneys to pay the TIF Bonds.

SECTION 5. The acquisition and construction of all or any portion of the Infrastructure Improvements by the Developer will be at Developer's own cost prior to the issuance and

delivery of the TIF Bonds, and to the extent allowed by law and this Agreement, the City will reimburse the Developer for its expenditures so incurred in amounts not to exceed the proceeds of the TIF Bonds available for such purpose for Infrastructure Improvements when the TIF Bonds are delivered and the proceeds of the TIF Bonds are received by the City; provided however, that the Infrastructure Improvements shall be constructed in compliance with the parameters approved by the Governing Body of the City and all applicable City standards, codes and ordinances.

SECTION 6. The City and the Developer agree that at such time as the TIF Bonds are sold and delivered, and to the extent required by a purchaser of the TIF Bonds, the City may establish a Debt Service Reserve Fund into which it will deposit any premium or accrued interest together with any moneys that may be necessary or advisable into the Debt Service Reserve Fund, and the remaining proceeds into a Construction Fund established and controlled by the City. From the Construction Fund, the City shall first set aside or pay an amount sufficient to pay the City's outstanding obligations incurred in connection with the Project, if any, including all approved TIF Plan preparation and consulting fees, engineering fees, legal fees, and other costs of the authorization, issuance, sale, validation, and delivery of the TIF Bonds. The proceeds shall next be used to reimburse the Developer for all approved eligible costs and expenditures made by the Developer in connection with acquisition and construction of the Infrastructure Improvements portion of the Project, by requisition therefor, as described in **Exhibit A**, and the remainder of the proceeds of the TIF Bonds, if any, will remain in the Construction Fund to pay the remaining costs of the Infrastructure Improvements as same may be incurred by the Developer or the City to the extent that the Developer has been fully reimbursed for its expenditures for the Infrastructure Improvements. In the event said Debt Service Reserve Fund is funded in whole or in part from proceeds of the TIF Bond, and to the extent permitted by State and Federal law, the final payment on the TIF Bonds shall come from the TIF Revenues, if sufficient, and funds accrued in the Debt Service Reserve Fund, if any, shall be released to the Developer to the extent the Developer has not been fully reimbursed for allowable expenses of the Infrastructure Improvements.

SECTION 7. In accordance with the TIF Act, the TIF Bonds shall mature at such time or times not to exceed fifteen (15) years from their date of issuance, may be subject to redemption at such times and at such premiums, and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the resolutions authorizing and directing the issuance of the TIF Bonds and in the sole discretion of the City.

SECTION 8. The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse the Developer for) any part of the costs of the Project or the Infrastructure Improvements or cost and expenses incurred in connection with issuing the TIF Bonds, and that the City's obligation to expend funds or reimburse the Developer is limited to the proceeds of the TIF Bonds, and in the event the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with construction of the Project and the

Infrastructure Improvements. To the extent that proceeds of the TIF Bonds are not sufficient to reimburse the costs of the Infrastructure Improvements, the Developer shall be responsible for any costs it has incurred for such purpose. The City covenants and agrees to use its best efforts to issue the TIF Bonds in the amounts, for the purposes, and at the times contemplated herein, and covenants and agrees that the TIF Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such TIF Bonds, or by the lack of sufficient TIF Revenues to provide for the payments of principal and interest for the TIF Bonds, in the amount provided for herein, as may reasonably be determined by the City in accordance with fact.

SECTION 9. The Developer acknowledges and agrees that it assumes the risk of proceeding with the construction and acquisition of the Project prior to the issuance and sale of any series of TIF Bonds and further acknowledges that the City's sole source of funds available to reimburse the Developer for the costs of the Infrastructure is the proceeds derived from the sale of the TIF Bonds.

SECTION 10. The Developer shall submit plans and specifications to the City for installation or construction of those properties and facilities that are a part of the Infrastructure Improvements for which the City is to assume ownership, operation, use, maintenance, repair, replacement, improvement, or control. Such plans and specifications shall be subject to the timely approval of the City or its authorized officers or agents. The Developer will construct and install, or cause to be constructed and installed, at its expense, said facilities in substantial accordance with said plans and specifications so approved by the City.

SECTION 11. The City hereby agrees that it will make all reasonable efforts to issue and deliver the TIF Bonds, from time to time, in a timely manner and represents to the Developer that, subject to construction, completion, and operation of the Project by the Developer, it knows of no reason why the TIF Bonds will not be issued and delivered. Further, the City hereby agrees that any consent or approval required herein to be made by, or on behalf of the City, shall be done in good faith and shall not be unreasonably withheld or delayed.

SECTION 12. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

SECTION 13. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

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

WITH A COPY TO:

DEVELOPER: TEP Starkville, LLC
Attention: Dr. Bennett V. York
112 Sheffield Loop
Hattiesburg, MS 39402

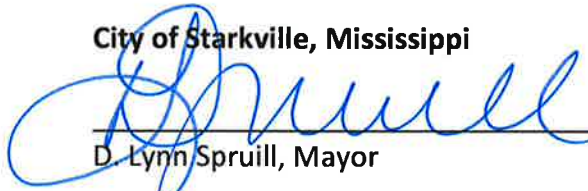
WITH A COPY TO: Mary Dever Blumentritt, Esq.
MDB Law, LLC
112 Sheffield Loop, Suite D
Hattiesburg, Mississippi 39402

SECTION 14. Prior to any reimbursement, the Developer will present a description of any portion of the Infrastructure Improvements to be dedicated to the City, if any. If no property is to be dedicated to the City, the Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with City standards, codes, and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the City. The non-dedicated Infrastructure Improvements shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party.

SECTION 15. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other party in interest.

SECTION 16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

City of Starkville, Mississippi



D. Lynn Spruill, Mayor

ATTEST:



Joanna McLaurin, City Clerk

TEP Starkville, LLC
A Mississippi limited liability company

By: _____
Dr. Benett V. York, Manager



WITH A COPY TO:

DEVELOPER: TEP Starkville, LLC
Attention: Bennett V. York
112 Sheffield Loop
Hattiesburg, MS 39402

WITH A COPY TO: Mary Dever Blumentritt, Esq.
MDB Law, LLC
112 Sheffield Loop, Suite D
Hattiesburg, Mississippi 39402

SECTION 14. Prior to any reimbursement, the Developer will present a description of any portion of the Infrastructure Improvements to be dedicated to the City, if any. If no property is to be dedicated to the City, the Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with City standards, codes, and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the City. The non-dedicated Infrastructure Improvements shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party.

SECTION 15. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other party in interest.

SECTION 16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Joanna McLaurin, City Clerk

(seal)

TEP Starkville, LLC
A Mississippi limited liability company

By: 
Bennett V. York, Manager

EXHIBIT A: FORM OF REQUISITION

City of Starkville, Mississippi | Tax Increment Financing Revenue Bonds
(Sand Creek Redevelopment Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of TEP Starkville, LLC, (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see the Development and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	\$ _____
(b)	Other Authorized Costs	\$ _____
Total Costs to be Paid or Reimbursed:		\$ _____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein and to evidence that such costs have been paid.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Project and such amounts have been paid.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests, or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the 18th day of November, 2025.

TEP STARKVILLE, LLC

A Mississippi limited liability company

APPROVED:

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Title: Mayor

By: _____

Name & Title: _____

THERE CAME on for consideration by the Mayor and Board of Aldermen (the “Governing Body”) of the City of Starkville, Mississippi (the “City”), the matter of a Development and Reimbursement Agreement (the “Agreement”) with TEP Starkville, LLC (the “Developer”). After a full consideration of the matter, Alderman Sistrunk offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT, IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE SAND CREEK REDEVELOPMENT PROJECT, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI NOVEMBER 2025, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$3,350,000), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “TIF Act”), the Governing Body of the City has previously approved the *Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006* (the “Redevelopment Plan”) for the City on April 4, 2006; and

WHEREAS, on November 18, 2025, after public hearing thereon, the Governing Body of the City approved the *Tax Increment Financing Plan for the Sand Creek Redevelopment Project, City of Starkville, Oktibbeha County, Mississippi, November 2005* (the “TIF Plan”); and

WHEREAS, under the TIF Act, the Governing Body of the City is authorized and empowered to issue tax increment financing revenue bonds for the purpose of reimbursing certain costs of certain Infrastructure Improvements (as defined in the TIF Plan) to support and be a part of the a “redevelopment project”; and

WHEREAS, the Developer proposes to redevelop approximately land described in the TIF Plan (the “TIF District”) into a hotel, student housing development and related improvements and construct certain Infrastructure Improvements to support the development (the “Project”); and

WHEREAS, the Developer has requested that the City issue its tax increment financing revenue bonds, in one or more series, in a principal amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000) (the “TIF Bonds”), for the purpose of reimbursing the Developer for certain costs of certain Infrastructure Improvements; and

WHEREAS, it is necessary and in the best interest of the City that a Development and Reimbursement Agreement (the “Agreement”) setting out the conditions and terms under which the TIF Bonds will be issued and providing for the payment thereof be approved and executed by

the City and the Developer substantially in the form attached hereto as **Exhibit A**; the City is authorized to enter into such Agreement pursuant to the TIF Act; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION 2. The Governing Body of the City hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A**.

SECTION 3. The Governing Body of the City hereby authorizes and directs the Mayor and City Clerk of the City to execute and deliver the Agreement for and on behalf of the City with such changes, insertions, and omissions as may be approved by such officers or their designees, said execution and delivery being conclusive evidence of such approval.

SECTION 4. For cause, this Resolution shall become effective immediately upon the adoption thereof.

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

Alderman Kim Moreland	voted: Yea
Alderman Sandra Sistrunk	voted: Yea
Alderman Kyle Skinner	voted: Yea
Alderman Mike Brooks	voted: Yea
Alderman William Pochop	voted: Yea
Alderman Roy A'. Perkins	voted: Yea
Alderman Henry Vaughn, Sr.	voted: Yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 18th day of November, 2025.

ATTEST:


Joanna McLaurin, City Clerk

City of Starkville, Mississippi


D. Lynn Spruill, Mayor



EXHIBIT A

FORM OF DEVELOPMENT AND REIMBURSEMENT AGREEMENT

The City Clerk reported that pursuant to a resolution of the Mayor and Board of Aldermen (the "Governing Body") of the City of Starkville, Mississippi (the "City"), calling for a hearing to be held at 5:30 p.m., on November 18, 2025, with respect to the *Tax Increment Financing Plan for the Sand Creek Redevelopment Project, City of Starkville, Oktibbeha County, Mississippi, November 2025* (the "TIF Plan"), a copy of which is attached hereto as **Exhibit A**, she did cause such notice of the public hearing to be published on November 6, 2025 (as evidenced by the proof of publication on file in the office of the City Clerk and attached hereto as **Exhibit B**) in the *Starkville Daily News*, a newspaper having a general circulation in the City. The Mayor then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. At the conclusion of the public hearing, Alderman Sistrunk offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE SAND CREEK REDEVELOPMENT PROJECT, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, NOVEMBER 2025; AND FOR RELATED PURPOSES.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "TIF Act"), the Governing Body of the City, on November 4, 2025, did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE SAND CREEK REDEVELOPMENT PROJECT, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, NOVEMBER 2025; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in the *Starkville Daily News*, a newspaper having a general circulation within the City, and was so published in said newspaper on November 6, 2025, as evidenced by the publisher's proof of publication of the same heretofore filed with the City Clerk, attached hereto as **Exhibit B**, and presented to the Governing Body of the City; and

WHEREAS, the notice of public hearing generally described the Amended TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body of the City at City Hall in the Courtroom located at 110 West Main Street in the City at 5:30 p.m. on November 18, 2025, in order for the general public to state or present their views on the TIF

Plan; and

WHEREAS, at 5:30 p.m., on November 18, 2025, the public hearing was held, and all those in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the City is now fully authorized and empowered under the provisions of the TIF Act to adopt and implement the TIF Plan attached hereto as **Exhibit A**, and do hereby adopt and approve such TIF Plan as presented, in order to reimburse the Developer for certain costs eligible for reimbursement under the TIF Act that have or will be incurred in connection with the proposed redevelopment of 21.6 acres described in the TIF Plan into a hotel, student housing and related improvements (the “Project”) in the City, all as described more fully in the TIF Plan, and to issue tax increment financing revenue bonds in an amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000), in one or more series (the “TIF Bonds”), to reimburse the developer of the Project for certain costs of certain Infrastructure Improvements (as defined in the TIF Plan) in connection with the Project.

SECTION THREE: That the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provisions of the TIF Act requiring dedication of the “redevelopment project” to the City not apply to those Infrastructure Improvements which are constructed on the privately owned portion of the Project.

SECTION FOUR: That the TIF Bonds of the City shall be issued pursuant to further proceedings of the Governing Body of the City.

SECTION FIVE: For cause, this Resolution shall become effective immediately upon the adoption thereof.

Following the reading and discussion of the foregoing resolution, Alderman 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 Kim Moreland	voted: Yea
Alderman Sandra Sistrunk	voted: Yea
Alderman Kyle Skinner	voted: Yea
Alderman Mike Brooks	voted: Yea
Alderman William Pochop	voted: Yea
Alderman Roy A'. Perkins	voted: Yea
Alderman Henry Vaughn, Sr.	voted: Yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the __ day of November, 2025.

ATTEST:


Joanna McLaurin, City Clerk

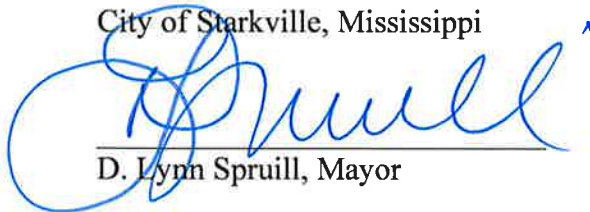
City of Starkville, Mississippi

D. Lynn Spruill, Mayor



EXHIBIT A

***Tax Increment Financing Plan for the Sand Creek Redevelopment Project,
City of Starkville, Oktibbeha County, Mississippi November 2025***

**TAX INCREMENT FINANCING PLAN
FOR THE SAND CREEK REDEVELOPMENT PROJECT,
CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI,
NOVEMBER 2025**



Prepared by:

GOURAS & ASSOCIATES LLC

P.O. Box 1465
Ridgeland, MS 39158
601-605-8128 P 601-605-8129 F
chrisgouras@gourasandassociates.com
christiana@gourasandassociates.com

**TAX INCREMENT FINANCING PLAN FOR THE
SAND CREEK REDEVELOPMENT PROJECT,
CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI, NOVEMBER 2025**

ARTICLE I

A. PREAMBLE: This *Tax Increment Financing Plan for the Sand Creek Redevelopment Project, City of Starkville, Oktibbeha County, Mississippi, November 2025* (the “TIF Plan”) is an undertaking of the City of Starkville (the “City”), is authorized pursuant to Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “TIF Act”), and may be administered and implemented as a joint undertaking of the City and Oktibbeha County, Mississippi, (the “County”) pursuant to Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Act”). (The Interlocal Act and the TIF Act are collectively referred to herein as the “Act”). This TIF Plan is being adopted pursuant to and administered in connection with the *Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006* (the “Redevelopment Plan”).

1. TEP Starkville, LLC, a Mississippi limited liability company (together with its assigns, collectively referred to as the “Developer”) proposes to develop approximately 21.6 acres of unimproved property located off US Highway 12 and Pat Station Road into a hotel, student housing, and related improvements (the “Project”). The Project will represent a private investment in excess of \$45,000,000 and will be located on real property more particularly described in Article VII of this TIF Plan and Exhibit A attached hereto (the “TIF District”).

2. The City and County may enter into an interlocal cooperation agreement which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan may be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds as authorized herein to finance the Project as more fully described herein (the “TIF Bonds”). The TIF Bonds authorized by this TIF Plan shall not exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000).

3. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the “redevelopment project” to the City not apply to those improvements which are constructed on the privately owned portion of the Project.

4. The tax increment financing funds as identified herein will be used to defray the cost of infrastructure improvements to serve the project and the community as a whole.

5. The Developer has provided information to the City regarding the proposed site plan, the amount of private investment, sales tax, and job creation projections. Estimates of ad

valorem taxes were made through consultation with the office of the Oktibbeha County Tax Assessor and valuations of similar projects in the region.

B. STATEMENT OF INTENT

1. The City may issue TIF Bonds in one or more series pursuant to the authority outlined hereinabove in an amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000), which will be secured solely by a pledge of the increased ad valorem taxes from real and personal property located in and constituting the TIF District, which funds will be used to pay the cost of acquiring and constructing infrastructure improvements in the TIF District or supporting the TIF District, which may include, but not necessarily be limited to, permitting, design, installation, renovation, and construction of roadways, curbs, gutters, signalization, signage, lighting, striping, landscaping along rights of way, drainage improvements, related soft costs, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

2. After sufficient development of the Project has been substantially completed to support the payment of debt service on the TIF Bonds (which may be issued in more than one series), the City will issue TIF Bonds and reimburse the Developer in accordance with a development agreement to be entered into between the parties as authorized by the Act (the "Development Agreement").

3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

C. PUBLIC CONVENIENCE AND NECESSITY

1. The public convenience and necessity require participation by the City and County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County.

- a. The Project will represent a private investment in excess of \$45,000,000.
- b. The Project will create approximately 75 construction jobs.
- c. The Project will create approximately 33 permanent new jobs.
- d. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$237,473 for the City.
- e. It is projected that the Project will result in an annual real and personal property tax *increase* of about \$384,572 for the County.

- f. It is anticipated that the Project will yield an annual real and personal property tax *increase* of about \$462,961 for the School District.
- g. The annual sales generated by the hotel development are projected to reach \$4,200,000.
- h. The Project is projected to result in annual sales tax rebates to the City of about \$54,390.
- i. The hotel component of the Project will generate \$84,000 annually pursuant to the City's 2% Motel-Hotel Tax and \$41,000 annually pursuant to the City's 1% Parks and Recreation Tax.
- j. The development of the Project will include a new hotel and student housing and will help diversify and expand the tax base of the City.
- k. The development of the Project will result in the construction of a road necessary to permit any future development of property located in the City.
- l. The geography of the land where the Project is located requires substantial infrastructure improvements to permit vehicular access to the property and adjoining property, and the Infrastructure Improvements permit and encourage future development in the area.

ARTICLE II PROJECT INFORMATION

A. REDEVELOPMENT PROJECT DESCRIPTION

- 1. The Project is expected to encompass approximately 21.6 acres, as more particularly described in Article VII and Exhibit A.
- 2. The property is currently zoned as C-2 General Commercial.

B. DEVELOPER INFORMATION

- 1. Developer's Name: TEP Starkville, LLC
- 2. Developer's Address: 112 Sheffield Loop
Hattiesburg, MS 39402

ARTICLE III ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. JOB CREATION

1. Construction Jobs: The Project is projected to create approximately 75 construction jobs.
2. Permanent Jobs: It is projected that the Project will create approximately 33 new jobs.

B. FINANCIAL BENEFIT TO THE COMMUNITY

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues projected to be generated after the entire Project has been completed. The estimates for real property taxes are based on an assumed combined new assessed value of \$6,981,526 consisting of \$6,553,651 in real property and improvements and \$427,875 in personal property.

2.

ENTITY	MILLAGE RATE	TY 2025	AFTER PROJECT	PROJECTED INCREMENT
<i>City Ad Valorem Taxes</i>	34.00	\$1,720	\$239,092	\$237,372
<i>County Ad Valorem Taxes</i>	55.11	\$2,788	\$387,540	\$384,752
<i>School District Ad Valorem Taxes</i>	66.31	\$3,354	\$466,299	\$462,945
TOTAL	155.42	\$7,862	\$1,092,931	\$1,085,069

3. Retail Sales: It is projected that the Project will generate approximately \$4,200,000 in sales annually which will create annual sales tax rebates of \$54,390. Additionally, sales at the hotel will create \$84,000 annually pursuant to the City's 2% Motel-Hotel Tax and \$41,000 annually pursuant to the City's 1% Parks and Recreation Tax.

**ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN**

- A. PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and development as described in detail in the preamble to this TIF Plan.

- B. LOCAL CODES AND ORDINANCES:** The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City.
- C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure improvements in support of the Project as well as the redevelopment of a brownfield site.

ARTICLE V

A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of Infrastructure Improvements necessary to serve the public that will utilize the induced development.

ARTICLE VI

A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, THE PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND THE TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the TIF District will represent a private investment in excess of \$45,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the “redevelopment project” to the City not apply to those Improvements which are constructed on the privately owned portion of the Project.

3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

4. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, annotated.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. To secure the TIF Bonds, the City will pledge all of the increased ad valorem taxes generated from the real and personal property located in and constituting the TIF District.

3. To secure the TIF Bonds the County will pledge all the increased ad valorem taxes on real and personal property located in and constituting the TIF District.

4. The total amount of indebtedness under this TIF Plan will not exceed \$3,350,000, and the debt service incurred for the TIF Bonds shall be provided from the added incremental increase in real and personal property ad valorem taxes as follows: (a) up to 23.9 mills of the City's general fund tax levy when applied to the Project's Captured Assessed Value (as that term is defined in the TIF Act) PLUS (b) up to 23.9 mills of the County's general fund tax levy when applied to the Project's Captured Assessed Value (as that term is defined in the TIF Act).

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City will issue up to Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000) in TIF Bonds in one or more series which shall be secured by the City with the pledge of all of the incremental increases in ad valorem real and personal property taxes and all of the County's incremental increases in ad valorem real and personal property taxes from within the TIF District. The total amount of indebtedness under this TIF Plan will not exceed \$3,350,000, and the debt service incurred for the TIF Bonds shall be provided from up to 23.9 mills of the City's ad valorem real and personal property tax levy when applied to the Project's Captured Assessed Value (as that term is defined in the TIF Act) PLUS up to 23.9 mills of the County's ad valorem real and personal property tax levy when applied to the Project's Captured Assessed Value (as that term is defined in the TIF Act).

2. The Redevelopment Plan and this TIF Plan may be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of the TIF Bonds, which may include bonds, notes, or other debt obligations issued in one or more series to provide funds to defray the cost of the Infrastructure Improvements.

3. It is expected that TIF Bonds can be obtained at an annual interest rate of 5.5% for up to fifteen (15) years. Annual principal and interest payments are estimated to be up to approximately \$333,716, assuming the 5.5% rate and tax increment obligations over a period of up to fifteen (15) years.

4. The increase in ad valorem real and personal property taxes to be generated by the City are projected to be \$237,473, and the sales tax revenues to be generated for the City are projected to be \$54,390. The increase in ad valorem real and personal property revenues to be generated for the County are \$384,572.

5. The surplus for the City is projected to be \$126,623¹ annually and is to be deposited into the general fund of the City to be used for any lawful purpose. The surplus for the County is projected to be \$220,681 annually and is to be deposited into the general fund of the County to be used for any lawful purpose.

6. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

ARTICLE VII

REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT

The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues will be generated to finance the TIF Bonds contains approximately 21.6 acres, more or less, and is described below and in Exhibit A.

Owner	Parcel Number	Assessed Value (TY 2025)
TEP Starkville LLC	117 -25-021.00	\$375,500
TEP Starkville LLC	117F-00-001.00	\$750
Starkville Lodging LLC	117 -25-006.02	\$12,336
TOTAL:		\$388,586

The above information was obtained from the Oktibbeha County Tax Assessor's website, and a copy of the information is attached hereto as Exhibit B.

ARTICLE VIII

DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of this TIF Plan shall be until all of the TIF Bonds and any refunding bonds issued pursuant to this plan are retired.

ARTICLE IX

ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. AD VALOREM TAX INCREASES

The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The estimates on ad valorem taxes

¹ This does not include the City's 1% Parks and Recreation Tax and the City's 2% Motel-Hotel Tax neither of which are available for inclusion in the City's General Fund.

set forth below assume a combined assessed value of \$6,981,526 consisting of \$6,553,651 in real property and improvements and \$427,875 in personal property.²

ENTITY	MILLAGE RATE	TY 2025	AFTER PROJECT	PROJECTED INCREMENT
<i>City Ad Valorem Taxes</i>	34.00	\$1,720	\$239,092	\$237,372
<i>County Ad Valorem Taxes</i>	55.11	\$2,788	\$387,540	\$384,752
<i>School District Ad Valorem Taxes</i>	66.31	\$3,354	\$466,299	\$462,945
TOTAL	155.42	\$7,862	\$1,092,931	\$1,085,069

B. RETAIL SALES: It is projected that the Project will generate approximately \$4,200,000 in sales annually which will create annual sales tax rebates of \$54,390. The hotel component of the Project will generate \$84,000 annually pursuant to the City's 2% Motel-Hotel Tax and \$41,000 annually pursuant to the City's 1% Parks and Recreation Tax.

ARTICLE X

A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Financing Fund: Sand Creek Redevelopment Project" shall be established by the City to receive ad valorem taxes and any other funds remitted in connection with this TIF Plan.

ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of this TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

² The Original Assessed Value (as defined in the TIF Act) is \$50,586.

**ARTICLE XII
PLAN OF FINANCING**

A. SECURITY FOR THE TIF BONDS: The TIF Plan provides for the City to issue TIF Bonds which will be secured by the pledge of incremental increases in ad valorem real and personal property taxes generated by the Project. The City will pledge all of the real and personal property ad valorem tax increases from the TIF District, and the County will pledge all of its real and personal property ad valorem tax increases from the TIF District; provided, however, that the total amount of indebtedness under this TIF Plan will not exceed \$3,350,000, and the debt service incurred for the TIF Bonds shall be provided from up to 23.9 mills of the City's general fund tax levy when applied to the Project's Captured Assessed Value (as that term is defined in the TIF Act) PLUS up to 23.9 mills of the County's general fund tax levy when applied to the Project's Captured Assessed Value (as that term is defined in the TIF Act).

B. FURTHER PROCEEDINGS OF THE CITY: Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

C. AMOUNT AND TIMING OF ISSUANCE: The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

EXHIBIT B

Proof of Publication of Notice of Public Hearing

AFFP

NOH - Sand Creek Tax

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

John W. Bane, Jr., 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:

November 06, 2025

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

SIGNED:


Classified Clerk

Subscribed to and sworn to me this 6th day of November 2025.


Ashley J. Doss, Notary Public, Oktibbeha County,
Mississippi

My commission expires: October 21, 2028

00000131 00108217 662-323-4961

Lesa Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759

State of Mississippi
Ashley J. Doss, Notary Public
Clay County
My Commission Expires 10-21-2028
Commission Number 493429

NOTICE OF PUBLIC HEARING ON TAX INCREMENT FINANCING PLAN FOR THE SAND CREEK REDEVELOPMENT PROJECT, CITY OF STARKVILLE, OKTIBBEHA COUNTY, MISSISSIPPI

Pursuant to Sections 21-45-1 et seq., Mississippi Code of 1972, as amended, (the "TIF Act"), notice is hereby given that a public hearing will be held on the 18th day of November, 2025, at 5:30 p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on the Tax Increment Financing Plan for the Sand Creek Redevelopment Project, City of Starkville, Oktibbeha County, Mississippi, November 2025 (the "TIF Plan"), for consideration by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "City"). The City proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is for the City to issue tax increment financing revenue bonds or notes (the "Bonds"), in one or more series and in an amount not to exceed Three Million Three Hundred Fifty Thousand Dollars (\$3,350,000), which funds will be used for the purpose of providing a financing mechanism to pay for the cost of acquiring and constructing infrastructure improvements located in the TIF District or supporting the TIF District, which may include, but not necessarily be limited to, permitting, design, installation, renovation, and construction of roadways, curbs, gutters, signalization, signage, lighting, striping, landscaping along rights of way, drainage improvements, related soft costs, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs collectively, the "Infrastructure Improvements"). The Bonds shall be secured by a pledge of the incremental increase in ad valorem tax revenues on real and personal property located in and constituting the TIF District, as described in the TIF Plan; provided, however, that the amount of the Bonds to be issued shall be determined from the added incremental increase in real and personal property ad valorem taxes as follows: (a) up to 23.9 mills of the City's general fund tax levy when applied to the Project's Captured Assessed Value (as that term is defined in the TIF Act) PLUS (b) up to 23.9 mills of the County's general fund tax levy when applied to the Project's Captured Assessed Value (as that term is defined in the TIF Act). The Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City, nor create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes referenced above.

Construction of the Infrastructure Improvements and payment of the Bonds issued will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City. Copies of the TIF Plan and the Tax Increment Financing Redevelopment Plan are available for examination in the office of the City Clerk in Starkville, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by the TIF Act.

Witness my signature and seal, this the 4th day of November, 2025.

S/Joanna McLaurin
City Clerk

20. CONSIDERATION OF THE DETERMINATION OF THE STATUS OF 512 MARTIN LUTHER KING, JR. DRIVE UNDER THE MISS. CODE ANN. SEC. 21-19-11 (1) FOR COMPLIANCE.

There was discussion in which the Mayor stated that there had been no change to the property since the board finding of August 19, 2025; that the property was still a menace to the public health, safety and welfare such that it was subject to remediation or demolition and further that the issue of ownership was not a consideration for the Board its position under Miss. Code Sec. 21-19-11(1) but was strictly an issue for those claiming such ownership.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the 3 month continuance until the February 17, 2026 Board of Alderman meeting of 512 Martin Luther King, Jr. Drive under the Miss. code ann. sec. 21-19-11 (1) for compliance. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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.

21. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Pochop, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of November 12, 2025 for fiscal year ending 9/30/26, 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 Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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	\$1,678,167.72
Restricted Police Fund	002	\$1,608.28
Airport Fund	015	\$79,602.51

Sanitation / Environmental Services	022	\$143,331.25
Modernization Use Tax	120	\$560,283.40
State Forfeited Funds	151	\$1,144.00
Debt Service Fund	200	\$2,700.00
Main Street Project	311	\$3,508.50
Parks Capital Project (2023)	312	\$1,425.00
Park and Rec Tourism	375	\$20,781.90
Starkville Utilities		\$333,932.12
Starkville Water		\$759,125.66
Payroll		\$930,494.08
Grand Total		\$4,516,104.42

22. CONSIDERATION TO ADVERTISE FOR A GRANTS & FINANCE MANAGER IN THE CITY CLERK/FINANCE & ADMINISTRATION DEPARTMENT.

The Mayor expressed concerns about not advertising a range for the salary that would attract enough qualified candidates and that this was not the customary approach that the board had approved in the past when advertising for a position with the city.

Upon the motion of Alderman Perkins, duly seconded by Alderman Vaughn, and adopted by the Board to approve to advertise for a Grants & Finance Manager in the City Clerk/Finance & Administration Department at a salary of \$60,000. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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.

23. CONSIDERATION OF APPROVING THE REVISED PERSONNEL MANUAL FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Pochop, and adopted by the Board to approve the revised personnel manual for the City of Starkville with the change of removing from page 89, section G, the first bullet point. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea

Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Personnel Manual

November 18, 2025



Department of Human Resources

Congratulations! We're excited that you have chosen to work for the City of Starkville!

We believe our employees are our most valuable asset. We take pride in our ability to recruit, hire, and maintain a motivated and productive workforce while delivering excellent customer service. We hope that during your time with the City of Starkville, you will become a successful and productive member of our team. If you are a current employee, we sincerely appreciate your valued service!

By joining the City of Starkville, you become part of a respected group of dedicated and talented individuals. Our employees are crucial to the community and are our organization's greatest asset. We are known for our commitment to high-quality, efficient services that meet the diverse and ever-changing needs of our residents, helping to make Starkville one of the most livable communities in the country.

We ask all employees, regardless of their roles, to embrace our mission: "Making Starkville a safe, dynamic, and livable community."

In your position, you will have the opportunity to perform quality work in your department and contribute to the city's overall success. Your skills and insights are valued, and we encourage you to share your ideas—there's always room for great suggestions! You will also be supported in your personal growth while collaborating with a diverse group of individuals both within and outside the organization.

As part of a municipal organization, it's important to understand our government structure. We have eight elected officials, including the Mayor and the Board of Aldermen, responsible for providing courteous, dependable, efficient, and economical services to our citizens and business community.

We are pleased to provide you with this Personnel Manual, outlining the basic policies and procedures that guide our organization. This handbook will serve as a helpful reference throughout your career with the city. We encourage you to ask questions of your Supervisor, Manager, or Department Head regarding any policies or procedures.

We know that employees who enjoy their work do a better job for themselves and the city. We're committed to making your experience at the City of Starkville satisfying and productive.

We're thrilled to have you join our organization and look forward to a successful partnership!

The Human Resources Department, City of Starkville, MS!

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SECTION I – INTRODUCTION

A. PURPOSE AND OBJECTIVES

This Personnel Manual applies to all employees of the City of Starkville including management, supervisors, clerical, and other such employees.

The purpose of this Personnel Manual is to establish a fair and uniform system of policies, procedures, and expectations for all employees of the City. Full understanding and compliance are expected of all employees, in order that the most effective services possible may be delivered to the citizens of the City.

The Personnel Manual and all other Departmental Manuals do not bestow any additional rights to employees regarding employment or employment benefits. These policies and procedures are not intended to create a binding employment contract, and no employee has any contractual right to the matters set forth herein. The Mayor and Board of Aldermen reserve the right to modify, revoke, suspend, terminate, or change any or all of such plans, policies, and procedures in whole or in part, at any time as it deems appropriate, in its sole and absolute discretion, with or without notice to employees.

Working for a municipality means that each employee has an obligation to serve the taxpayers of the City of Starkville to the best of their ability.

B. AMENDMENTS TO PERSONNEL POLICIES

Amendments or revisions to these regulations, policies, and procedures may be recommended for adoption by the Mayor and the Board of Aldermen.

All departmental regulations, policies, and procedures, as presently constituted or hereinafter adopted, which are not in conflict with these regulations, policies, and procedures shall be and remain in effect. All future revisions or changes will be properly noticed and communicated to existing employees.

C. COMPLIANCE

The City has made every effort to ensure the policies in the Personnel Manual are in compliance with all federal, state, and local employment laws and regulations. In the event that a provision in the policies is in conflict with a federal, state, or local law or regulation, the appropriate law or regulation shall prevail, and the provision in the Personnel Manual shall be deemed amended to the extent necessary to comply with such law or regulation.

Title 21, Chapter 3 of the Mississippi Code of 1972, annotated as amended, and Chapter 20, Article I of the code of Ordinances of the City of Starkville, establish the authority for the making and adoption of policies for the management of the City of Starkville personnel system.

D. GENERAL CODE OF CONDUCT

The City of Starkville has adopted a code of conduct to establish guidelines for City employees in the performance of City business. As an integral part of a team dedicated to delivering quality service to the public, each City employee shall accept certain

responsibilities, adhere to accepted business principles or practices, and foster the highest standards for personal integrity and honesty in carrying out their public duties, recognizing that the public interest must always be the primary concern.

To accomplish these objectives, all employees and volunteers of the City of Starkville shall:

- Uphold the Constitution, laws, and regulations of the United States and the State of Mississippi as well as the regulations, policies, and operating principles of the City of Starkville.
- Understand the public trust held as a result of being a city employee and never compromise honesty or integrity for personal gain or advancement.
- Place the long-term benefit to the city organization and the public as a whole above other considerations in the performance of work duties.
- Conduct oneself at all times in a manner that reflects positively on the city. Understand that certain kinds of off-work conduct can negatively impact one's standing as a city employee and the reputation of City government.
- Treat members of the public and coworkers with dignity and respect.
- Treat members of the public and coworkers fairly and equally without dispensing special favors to anyone or receiving special privileges from anyone.
- Understand that the appearance of a conflict of interest may be as damaging as an actual conflict of interest, and that both should be avoided in the performance of one's duties. Immediately disclose any conflict of interest should it arise.
- Be at your workplace, ready to begin work at the scheduled starting time. Remain at your work location and perform work assignments (except during established lunch and breaks) until the end of your period (unless notified to vacate due to an emergency or any other reason as directed by your immediate supervisor or upper management).
- Hourly/non-exempt employees will clock in and clock out to start and end the work period, as well as to take their lunch break.
- Respect and uphold the confidentiality of individuals and work-related information when appropriate or required by law.
- Report unlawful or unethical work behavior by another City employee or volunteer to the appropriate management or law enforcement representatives.
- Report any injury or safety incident IMMEDIATELY to your supervisor.
- Respect, safeguard, and conserve the City's property and your work area.
- As an employee of the City of Starkville you must NOT:
 - Bring firearms or weapons of any kind onto any City of Starkville premises or vehicles (excluding authorized personnel), engage in fighting or threatening conduct, or use abusive or threatening language of any kind.
 - Use, possess, distribute, sell, or be under the influence of alcohol, drugs, or intoxicants that will affect the ability to perform the job, while on the job or on City premises, or in City vehicles.
 - Violate security, safety, or health regulations and policies, or engage in conduct that creates a safety or health hazard.
 - Intentionally or Unintentionally damage, or inappropriately use City property, equipment, supplies, or merchandise.
 - Engage in any conduct on or off the city premises, whether on or off duty, which may be viewed as illegal, unethical, or unprofessional or which

otherwise reflects negatively on you (as an employee) or other employees or the city.

- Record conversation with a recording device (i.e. tape recorder, cell phone, etc.) unless prior approval is obtained from management and/or all parties have consented to the recording of the conversation.
- Gamble on the City's premises.
- Falsify city forms, reports, or records, including absences, benefits, or time records.

We invite you to join us in embracing these values and the others outlined in this employee handbook as you begin your career with the City of Starkville. Working together, we can make your employment experience both personally and professionally rewarding.

SECTION II – EMPLOYMENT

A. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to provide equal opportunity in employment to all employees and applicants for employment in accordance with all applicable laws, directives, and regulations of federal, state, and local governing bodies.

The City of Starkville provides equal opportunity to all candidates considered for employment without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status (specifically status as a disabled veteran, recently separated veteran, armed forces service medal veteran, or active duty wartime or campaign badge veteran), or other classification protected by applicable federal, state, or local law.

The City is committed to the principle of recruiting and selecting employees on the basis of demonstrated and potential ability to perform the functions of the position available and in accordance with the City's policy of equal opportunity. The city of Starkville follows Equal Employment Opportunity (EEO) in all of its employment practices including those pertaining to recruitment, hiring, placement, compensation, transfers, promotions, practices, evaluations, benefits, training, layoff, recall, discipline, demotions, and terminations. These employment practices shall be administered in accordance with the law as set forth in Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title I of the Americans with Disabilities Act of 1990, the Equal Pay Act of 1963, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008. Employees are selected on the basis of their training, education, required certifications, experience, work history, and ability to meet the essential functions of the job under the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA).

B. WORKPLACE HARASSMENT & DISCRIMINATION

The City of Starkville is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive or disruptive, including sexual harassment. In this regard, the City of Starkville expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability, or status in any group protected by federal, state or local

law. Improper interference with the ability of the City of Starkville's employees to perform the expected job duties is not tolerated.

With respect to sexual harassment, the City of Starkville prohibits the following:

Unwanted sexual advances; request for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used on the basis for decisions affecting an individual's employment;
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Offensive actions, comments, jokes, innuendos, and other sexually oriented statements are prohibited. Examples of the type of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct that includes leering, making sexual gestures or displaying of sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct that includes making or using derogatory comments, epithets, slurs or jokes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes or invitations;
- Physical conduct that includes touching or impeding or blocking movements. Touching, such as rubbing or massaging someone's neck or shoulder, stroking someone's hair or brushing against another's body is prohibited.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor or department head. If these persons are unavailable or you are uncomfortable reporting to them, you should immediately report your complaints to Human Resources or anyone up the chain of command with whom you are comfortable. Each department head is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. You may raise concerns and make reports without fear of reprisal or retaliation. All allegations of harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure.

If the City of Starkville determines that an employee is guilty of harassing another individual, appropriate disciplinary action will be taken against the offending employee, up to and including unpaid suspension or termination of employment. As mentioned earlier, the City of Starkville prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in the complaint investigation. However, if, after thoroughly investigating any complaint of harassment or unlawful discrimination, the

City of Starkville determines that the complaint is frivolous or was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed a complaint or gave the false information.

Employee's responsibilities:

An employee who believes he or she has been the target of or subjected to sexual harassment or a hostile work environment shall address the problem as follows:

1. Notify the alleged harasser, if comfortable in doing so, or the employee's supervisor, and request that the behavior stop immediately.
2. Report sexual harassment to the Human Resources Department within three (3) days, or as soon as practicable, unless the report alleges harassment by an employee of the Human Resources Department, in which case, the report shall be presented to the Mayor.

Supervisor/Manager/Department Head's Responsibilities:

A leader who receives an employee's allegation of sexual harassment or hostile work environment shall address the allegation as follows:

1. Notify Human Resources and/or the next level of the chain of command immediately upon receipt of an allegation contingent upon the comfort and parties named within the allegation(s).
2. Participate in the investigation process quickly and discreetly.
3. To the extent possible, protect the confidentiality of the employee making the allegation and that of any witness(es).
4. Avoid any communication and actions of reprisal or retaliation.
5. Sustain an atmosphere in the work environment that is free of discrimination and harassment.
6. Administer disciplinary action approved by the Department head or the Board of Aldermen upon the person or persons responsible for discriminatory practices or harassment, as the case may require.

C. WORKPLACE VIOLENCE

The City of Starkville is committed to preventing workplace violence and to maintaining a safe work environment. The City of Starkville has adopted the following guidelines to deal with intimidation, harassment or other threats of (or actual) violence that may occur during work hours or on its premises:

1. Employees are expected to refrain from threats of any kind, fighting or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of The City of Starkville without proper authorization.

2. Conduct that threatens, intimidates, or coerces another employee, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age or any characteristic protected by federal, state, or local law.
3. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to an employee's department head or Human Resources. When reporting a threat of violence, you should be as specific and detailed as possible.
4. All suspicious individuals or activities should also be reported as soon as possible to the direct supervisor, the department head or Human Resources. Do not place yourself in peril. If you see or hear a commotion or disturbance in the workplace, do not try to intercede or see what is happening unless you are absolutely certain of your own safety and the safety of others.
5. The City of Starkville will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, the City of Starkville may suspend employees alleged to have violated this policy, either with or without pay, pending investigation.
6. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The City of Starkville encourages employees to bring their disputes or differences with other employees to the attention of their department head or Human Resources before the situation escalates into potential violence. The City of Starkville is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

D. AMERICANS WITH DISABILITIES ACT AND AMENDMENTS ACT

The ADAAA are federal laws that prohibit employers from discriminating against applicants and individuals with disabilities.

The City will comply with all federal and state laws concerning the employment of persons with disabilities and will act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, the City will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

The City will reasonably accommodate qualified individuals with a disability as long as the accommodation does not create an undue hardship to the city. The Human Resources Director, with the advice of the City Attorney, will determine whether accommodations are reasonable on a case-by-case basis. Once the City is aware of a qualifying disability, it will take measures to reasonably accommodate the disability in accordance with legal requirements.

It is the employee's responsibility to inform the employee's supervisor that an accommodation is needed to perform essential job functions. The City reserves the right to request written documentation from any employee seeking an accommodation. All information received by the City relating to the provision of a reasonable accommodation will be treated as confidential and maintained in the medical file separate from other personnel information.

E. MINIMUM AGE

The Fair Labor Standards Act (FLSA) sets wages, hours worked, and safety requirements for minors (individuals under age 18) working in jobs covered by the statute, which includes City government. The rules vary depending upon the particular age of the minor and the particular job involved. The FLSA also generally prohibits the employment of a minor in work declared hazardous by the Secretary of Labor (for example, work involving excavation, driving, and the operation of many types of power-driven equipment).

The City of Starkville's minimum age for all other city employees is eighteen (18) years of age. The minimum age for sworn police employees is twenty-one (21) years of age. The only exception will be for selected seasonal and/or temporary positions when prescribed differently by federal or state law.

F. EMPLOYEE CLASSIFICATIONS

Employees of the City of Starkville are generally classified as one of the following:

Full-Time

1. Regular Full-time Employee (Benefits eligible) – A regular full-time employee is an employee who works a minimum of thirty (30) hours or more per week, is paid an hourly or annual rate, is subject to all conditions of employment, and is eligible for all benefits offered by the City. To be benefits eligible, an employee must be contributing to the state retirement plan.
2. Temporary Full-time Employee (Benefits eligible) – A temporary employee is an employee who works assigned hours, not to exceed a period of twelve (12) consecutive months and are paid on an hourly basis. Temporary full-time employees are eligible to receive benefits. A benefits eligible employee must contribute to the state retirement plan.

Part-Time

1. Regular Part-time Employee (Non-benefits eligible) – A regular part-time employee is an employee who works twenty (20) hours or less per week on a regular basis.
2. Seasonal Employee (Non-benefits eligible) – A seasonal employee is an employee who does not work at least 20 hours per week or a total of 80 hours per month for a period not to exceed four and one-half (4½) consecutive months. Seasonal employees are not eligible to receive benefits and employment cannot be extended beyond the 4½ months.

3. Rehired Retirees – In accordance with the state employees' retirement plan (PERS) policy, this employee may not exceed one-half of the normal working days or hours for the full-time equivalent position during the state fiscal year (20 hours per week); or, they may elect to earn an annual salary that will not exceed 25 percent of the final average compensation used in calculating their service retirement allowance. In either case, hours worked must not exceed an average of 28 hours per week worked during the measurement period.

Note: Students of any state educational institution employed by any agency of the State for temporary, part-time, or intermittent work as described in PERS Board Regulation 37, Eligibility of Student Employees for Membership in Retirement Annuity Coverage, are not eligible for membership in PERS and thus not eligible for membership service credit.

G. PAY RATES FOR CHANGES IN STATUS

The following personnel actions may affect the pay status of an employee in the manner provided:

Transfers

When an employee is transferred between departments or to another position within the same department to a job with the same pay grade and salary range (lateral transfer), the pay grade and step of the employee will not be changed.

When an employee is transferred between departments or to another position within the same department to a position where the employee's current pay is above the maximum salary step for the new position the pay step of the employee will be adjusted to the appropriate pay grade.

Promotions

Promotions refer to status changes for employees who advance to a higher level position that is not subject to a defined departmental promotional process. Positions that are subject to a defined departmental promotional process have salary ranges set within the City's compensation plan and are adjusted accordingly. When an employee is promoted to a higher-grade position, the employee shall be given a promotional increase of at least ten percent or moved to the minimum salary of the higher job grade, whichever is higher.

Temporary Promotions

When an employee is temporarily assigned to perform the complete range of job duties of a higher graded job for a period of thirty (30) consecutive days or longer, the employee shall be given a ten percent (10%) salary increase or raised to the minimum salary of the new job, whichever is more. When the employee returns to their regular full time job duties, their salary will revert to the salary paid before the temporary promotion plus any pay raises that would normally have been awarded to them in their regular job.

Demotion

When an employee is demoted to a position where their current rate of pay is above the maximum salary range for the new position, the employee's salary will be frozen for two pay periods. After two pay periods, the employee's salary will be reduced to the maximum salary

of the job's normal pay range until the Mayor and Board of Aldermen approve a revision of the pay range.

If the employee's current rate of pay is within the salary range for the new position the pay rate of the employee will remain unchanged. An employee may be demoted for any of the following reasons:

1. His/her position is being eliminated, and he/she would otherwise be terminated.
2. His/her position is being reclassified to a higher grade, and the employee lacks the necessary skills to successfully perform the job.
3. Lack of work.
4. Budgetary constraints.
5. The employee does not possess the necessary qualifications to render satisfactory service to the position he/she holds.
6. The employee voluntarily requests such a demotion, and it is available.
7. As a form of disciplinary action.

Reclassification

When an employee's position is reclassified to a higher salary grade, the employee shall receive a pay increase if they are not in line with the new salary grade. When an employee's position is reclassified to a lower salary grade or remains on the same salary grade, the employee's salary shall not change.

The above pay rate change policy does not create any contractual obligations on the part of the City to pay certain rates and the City maintains discretion to deviate from these provisions if circumstances support different pay.

H. PROBATIONARY PERIOD

All employees shall serve a probationary period of twelve (12) months. During this time, employees are learning their roles, and the City is evaluating their performance. Supervisors will conduct evaluations throughout the probationary period and provide feedback on employee performance.

During the twelve-month probation, employees serve at the discretion of the appointing authority and may be dismissed with or without cause, without entitlement to due process.

After thirty (30) days of employment, probationary employees in applicable employee classifications will be eligible for all benefits afforded to regular City employees, with one exception: new hires may not apply as "internal applicants" until after completing their 12-month probationary period.

Exceptions may be considered in cases where there is a better organizational fit and/or a shortage of talent for the required knowledge, skills, and abilities.

Before the end of the probationary period, the Department Head must submit written evaluations to the Human Resources Director addressing the following:

Discussion of the employee's accomplishments, strengths, weaknesses, and areas for improvement.

- Assessment of the employee's performance as satisfactory or unsatisfactory.
- Recommendation on whether the employee should be retained in the position.
- For new employees, a decision on whether to discharge the employee or extend the probationary period for up to an additional six (6) months.
- For employees on probation following a promotion, a recommendation on whether to reinstate them in their former position (if available) or extend their probation for up to an additional six (6) months. Probation extensions following promotions will be assessed on a case-by-case basis.

Upon successful completion of the probationary period, the employee will become a regular full-time employee unless otherwise recommended. Any extension of the probationary period will occur in ninety (90) day increments, not exceeding an additional six (6) months, with appropriate documentation. Employees who violate any policy in the handbook may be subject to termination.

I. PERFORMANCE REVIEW

The purpose of a performance review is to provide a uniform, consistent method that evaluates major aspects of job performance and to provide an established method for strengthening work relationships and improving communications. It is designed to develop the employee's skills, to allow the supervisor to recognize the employee's accomplishments and good work, and to provide an established method for identifying needed improvements.

Together the supervisor and the employee shall develop goals to improve job skills and enhance job performance. Employee reviews may be used to assist in:

1. Promotional decisions
2. Reduction in force considerations
3. Disciplinary action decisions.

Department Heads and/or supervisors are strongly encouraged to frequently discuss job performance with their employees on an informal basis.

Performance reviews shall be administered in a fair manner without unlawful discrimination as to age, race, sex, religion, political affiliation, national origin, or disability.

Department Heads will be reviewed by the Mayor using a format and time frame as approved by the Board.

Copies of completed performance review are to be distributed as follows:

- Original sent to Human Resources Director and retained in the employee's Personnel file;
- Copy retained by the Department Head; and
- Copy to be provided to the employee being reviewed.

Nothing in this policy should be construed as ensuring continued employment because any provision of this policy has or has not been followed as stated.

The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that they have been made aware of it. The contents of a written performance review are not subject to the grievance procedures. If an employee disagrees with the performance evaluation, the employee may attach a written statement of his or her objections to the performance evaluation. The performance evaluation and the employee's written statements, if any, shall be placed in the employee's personnel file.

J. DUAL EMPLOYMENT

The purpose of this policy is to define and clarify the ethical and practical issues regarding employees' dual employment on jobs while actively working as a full-time employee for the City. The city expects an employee's work for the city to take precedence over any outside employment engaged in by an employee. Employees must get prior written approval from the Department Head before engaging in other employment. Approvals will be updated yearly to remain in effect. At no time shall employees who are performing outside approved work be wearing City uniforms or logos or use City issued equipment.

Activities and conduct away from the job must not compete with, conflict with, or compromise the City's interests or adversely affect job performance and the ability to fulfill all job responsibilities for the city. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the city.

Procedure:

1. An employee's "own time" means time after work hours, vacation time, holidays, when laid off/furloughed, or when suspended from work. An employee's "own time" does not include sick time, while on FMLA, or during regular business hours.
2. Employees must get prior written approval from the Department Head before engaging in other employment. The Department Head shall forward a copy of the outside employment form to the Human Resources Department for inclusion in the employees' official personnel file.
3. Employees may not moonlight in a position that creates a conflict of interest with employment with the city, and conduct away from the job must not compete with, or compromise the City's interests or adversely affect the employees' job performance and the ability to fulfill all job responsibilities for the city. For questions about whether a dual employment position would be a conflict of interest, see your Department Head.
4. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the city. This prohibition also extends to the

unauthorized use of any City tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

5. Additionally, any Department Head who desires to engage in outside employment or business shall obtain prior approval from the Mayor.

K. ATTENDANCE

Each employee plays an important role in providing quality service to the citizens of Starkville. As with any group effort, it takes cooperation and commitment for everyone to operate effectively. Therefore, your attendance and punctuality are very important.

The City provides leave to cover absence from work. Employees are expected to report for duty, and be ready to begin work by the start of the regular work day or shift, unless on approved leave.

However, the City recognizes the need for a balance between superior customer service and the needs of our employees. Therefore, reasonable allowances will be made for absences with proper notice, which is defined as a minimum of three (3) days' notice given to a manager by the requesting employee. Unfavorable patterns of absences will, however, require immediate corrective action and may warrant a written disciplinary action by the employee's supervisor.

OCCURRENCE-BASED ATTENDANCE POLICY

Discipline for attendance violations is based on the number of occurrences. Below are the steps generally used to administer discipline in connection with attendance issues. However, under certain circumstances, the City may deviate from one or more of the steps and/or consider absences outside the specific timeframe.

Protected Absences – The below absences are protected by federal law and the City's policy; therefore, they are not used in the disciplinary process.

- **Military obligation** – documented per the City's Military Leave Policy.
- **Healthcare provider certified** – absences due to an injury, with medical verification that the employee is unable to work.
- **Under the care of a physician** – with verification that the employee is unable to work due to illness, disease, or disability.
- **Bereavement Leave** – In accordance with the City's Bereavement Leave policy, including proof of relationship and appropriate documentation as requested.
- **Jury Duty** – Per City policy, including providing appropriate documentation, such as a summons, subpoena, or certification of attendance.
- **Documented and Approved Leaves of Absence** – This includes those governed by Federal, State, or Municipal laws and City policies, including, but not limited to, intermittent leave under the Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA) as amended, Workers' Compensation, and Unpaid Leaves of Absence, or as required by other applicable laws.
- **Approved Paid Vacation** – When requested and approved per the City's policy.

- **City Paid Holidays** – Proclaimed by Mississippi’s Governor and approved by the City’s Mayor. In cases of emergency responders and employees filling positions with 24-hour, 365-day operations who choose to bank an applicable paid holiday, requests and receipt of approval for future use shall follow the same three (3) day minimum notice requirement before an absence.

Occurrence Defined

Any absence that is not reported in compliance with the Reporting Absences procedure below. (Failure to follow call out procedure)

- An absence not specifically identified as a protected absence above. (Absence)
- Any absence that is not reported to the location (i.e., a no call/no show). (No Call/No Show)
- Failure to be in the employee’s work area prepared to work at the scheduled start of the employee’s assigned shift. (Tardy after five (5) minutes)
- Any instance of an employee leaving his/her assigned location without permission before the end of the scheduled shift where such departure is not specifically related to business needs, occupational injury or illness, and/or any other business reason acknowledged by management. (Early Departure is considered fifteen (15) minutes early or greater.)
- Failure to provide proper documentation.

REPORTING ABSENCES

- Call out/report tardiness or early departures to the person at your location who holds the following position: Department Head or Designee of Department Head.
- When calling out, it is acceptable to leave a message rather than speaking directly to the person listed above.
- When calling out, it is acceptable to use text messaging to leave a message rather than speaking directly to the person listed above in the case where after attempting to contact the person listed above directly, the employee has been unsuccessful in 2 or more attempts.

Call out timing: At least two (2) hours prior to your scheduled shift unless it is impractical to do so. Call outs are to be done by the employee and not a surrogate, except in extreme circumstances. All occurrences will be tracked using a 12-month annual calendar method.

All occurrences that occur in a 12-month period will be counted and accumulate towards disciplinary action per City policy. After 12 months have passed since any particular occurrence, that occurrence will generally not be considered for disciplinary purposes unless a consistent or persistent pattern of inappropriate behavior exists.

Attendance will be tracked on a 12-month rolling calendar basis according to the following schedule:

- Each tardiness or early departure _____ 1/2 occurrence
- Each absence _____ 1 occurrence

Occurrences generally will be subject to the following progressive discipline schedule. *Deviations from this schedule may be approved by the City in its sole discretion.*

- 2nd occurrence in a 12-month period _____ Verbal /Documented Coaching
- 3rd occurrence in a 12-month period _____ 1st written warning
- 4th occurrence in a 12-month period _____ 2nd written warning
- 5th occurrence in a 12-month period _____ Termination

USE OF ANNUAL LEAVE OR SICK LEAVE (AL or SL)

An employee may use available AL or SL to receive pay for an occurrence. However, use of AL or SL will not alter any disciplinary action as defined above.

EXCESSIVE ABSENCES IN THE FIRST 90 DAYS OF EMPLOYMENT

Notwithstanding the foregoing, any employee who incurs three or more occurrences in his/her first 90 days of employment may be subject to immediate termination for excessive absenteeism.

NO CALLS/NO SHOWS

No call/ no shows will be subject to an accelerated discipline schedule during the rolling 12-month period due to their heightened impact on the operation. An occurrence will be issued for the attendance violation along with documentation for violation of the no call/no show policy as follows:

- 1st No Call/No Show in a 12-month period _____ 1st written warning
- 2nd No Call/No Show in a 12-month period _____ Final written warning
- 3rd No Call/No Show in a 12-month period _____ Termination

JOB ABANDONMENT

An employee may be deemed to have voluntarily resigned from employment after:

- Incurring no call/no shows for three separate offenses.
- “Walks off” the job without authorization from their manager.

If the employee has already begun the step discipline process for attendance/punctuality when a no call/no show occurs, the disciplinary process may be accelerated to the final step.

Note: An employee will not be subject to discipline for any absence, tardiness, or early departure protected under the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or other applicable law, provided the employee complies with the procedures described in this Handbook.

PATTERNS

Patterns of absenteeism or tardiness may result in disciplinary action, even if the employee has not yet exhausted available paid time off. Absences due to illnesses or injuries that

qualify for a protected leave status will not be counted against an employee's attendance record, if the protected leave is verified and approved. Medical documentation is required in these instances. Employees who are absent due to a protected leave are still expected to follow the Department's call-in protocol.

L. LUNCH PERIOD

Each employee shall have a minimum of a thirty (30) minute uninterrupted unpaid meal period (one hour maximum). The meal period shall not be scheduled within the first or last hour of the scheduled work day or shift, unless specifically authorized by the immediate supervisor. If an employee needs to request additional time for a lunch period, the employee is encouraged to discuss options and complete necessary leave forms if approved in advance with his/her supervisor.

The lunch period shall be deducted from the number of regular hours worked for an employee's normal work day. The time and duration of the lunch period for specific employees, work sites or crews shall be determined by the Department Head.

M. NEPOTISM/PERSONAL RELATIONSHIPS/EMPLOYMENT OF RELATIVES

Nepotism, defined as favoritism as in the appointment to a job based on kinship, is prohibited pursuant to Miss. Code Ann. §25-1-53.

The employment of relatives can cause various problems including, but not limited to, charges of favoritism, conflicts of interest, family discord, and scheduling conflicts that may work to the disadvantage of both the City and its employee.

No applicant shall be employed in a position where a member of their immediate family are considered to be in positions of inherent unequal authority when one individual has the indirect or direct ability to influence the performance appraisal, benefits, schedule, assignments, salary, and/or career of the family member, or related person; or whose employment relationship to the family member or related person creates an actual or perceived conflict of interest.

For purposes of this policy, immediate family includes any person related by blood or marriage within the third degree. The status quo of relatives presently on the payroll in violation of this guideline will not be affected; however, all future employees will be governed accordingly.

If employees become related by marriage and create a situation prohibited by this Section, one of the employees may be asked to give up their position.

If a personal, romantic, or intimate relationship is established between two or more employees post-hire, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Department Head. When a conflict, or potential conflict arises, due to the relationship affecting employment, the City reserves the right to make any and all employment decisions in the best interest of the City, which may

include requiring one of the employees to give up his/her position. Situations not specifically addressed in this policy that, in the City's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at the City's discretion.

N. DRUG AND ALCOHOL-FREE WORKPLACE

The City of Starkville, Mississippi (hereafter "the city") is committed to providing its employees with a safe, drug and alcohol-free workplace and to promoting high standards of employee health. We have an obligation to our employees to take all reasonable steps to ensure safety in the workplace and safety and quality in the services that we deliver to the public. For these reasons, we are implementing a Drug and Alcohol-Free Workplace Policy which replaces any and all prior Drug and Alcohol policies of the City.

This policy covers alcoholic beverages of any kind and controlled or illegal drugs or substances, which include all forms of narcotics, hallucinogens, depressants, stimulants, and other drugs whose use, possession or transfer is restricted or prohibited by law. This policy also covers prescription drugs that may impair an employee's capability to perform his/her job.

Drugs prescribed by a physician, dentist, or other person licensed to prescribe or dispense controlled substances or drugs used in accordance with their instructions are subject to this policy. However, employees are prohibited from using substances, drugs, or medicines that cause drowsiness or other side effects that may impair an employee's capability to perform his/her job properly and safely. Employees using prescription drugs according to a physician's instructions or using over-the-counter drugs for medicinal purposes are required to notify Human Resources regularly in the event such drugs would or do impair their physical, mental, emotional, or other faculties.

Reporting Use of Prescription and Non-Prescription Medications

Prior to testing, an employee may confidentially disclose any use of prescription and/or non-prescription medications to the designated MRO or designated City personnel officer to ensure accurate interpretation of test results. This disclosure must be in writing and include the name of the medication, dosage, frequency of use, and the prescribing healthcare provider if applicable.

USE PROHIBITED WHILE ON-DUTY

The following activities are prohibited while an employee is on-duty or otherwise providing City services and/or engaged in the City's business:

- The manufacture, possession, use, sale, distribution, dispensation, receipt, or transportation of any controlled substance or illegal drug;
- The consumption of alcoholic beverages except at city and/or business-sponsored events where authorized;
- Being under the influence of alcohol or illegal substances during work hours;
- Performing work duties while under the influence of alcohol or controlled and/or illegal substance; and

- Abusing inhalants or prescription drugs or possession of prescription drugs that have not been prescribed for the employee by a physician.

An employee who engages in such behavior will be subject to disciplinary action up to and including dismissal.

OFF PREMISES USE

The following actions, even if not occurring while on-duty, are also prohibited:

- Indictment or conviction for criminal offenses related to the manufacture, possession, use, sale, distribution, dispensation, receipt, or transportation of any controlled substances or illegal drugs; and
- Any other actions involving alcohol or controlled or illegal substances that, in the discretion of the Starkville Mayor and Board of Alderman, endanger the City's reputation for honesty, integrity, and safety in the services that we provide to the public.

An employee who engages in these activities may be subject to disciplinary action, up to and including immediate dismissal.

Employees who are arrested or convicted of drug or alcohol related violations under state or federal law or who plead guilty or *nolo contendere* (i.e., no contest) to such charges must inform the Human Resources office in writing within five days of the arrest, conviction, or plea. Information on such charges should be provided in writing to the Human Resource Director. Failure to do so will result in disciplinary action, up to and including dismissal.

WHO MAY BE SUBJECT TO TESTING

The City may require employees to undergo appropriate tests designed to detect the presence of alcohol or drugs (e.g., blood test or urinalysis) where it has reason to believe that an employee may be under the influence of or impaired by alcohol or drugs (i.e. reasonable suspicion drug and alcohol testing).

The City will also require such tests whenever necessary to protect the safety and health of its employees - for example, when an employee is involved in an accident while on-duty that results in injuries to the employee or others or damage to property.

The City may also test on a neutral selection basis for employees engaged in law enforcement or fire protection activities, and to the extent the employee is required as part of his/her job duties to engage in activities affecting public health or safety and the employee holds a safety sensitive position.

An employee may also be required to submit to a drug and alcohol test if the test is conducted as part of a routinely scheduled employee fitness for duty medical examination that is part of established policy and/or which is scheduled routinely for all members of the same classification or group.

In addition to employee testing, all job applicants without continuous employment with the City and internal transfers in the following job categories must submit to a drug test prior to commencing employment:

- A. Law enforcement personnel required to carry firearms;
- B. Non-clerical employees directly involved in the interdiction of drugs and paraphernalia;
- C. Firefighters;
- D. Emergency medical technicians;
- E. Employees who are authorized and required to operate city vehicles, city equipment, or city machinery; and
- F. Employees who are traveling on the exterior of city vehicles and are exposed to external traffic hazards.

Notwithstanding any other provision in this policy to the contrary, employees of the Police Department of the City of Starkville are permitted to possess, solicit, sell, transfer and distribute drugs in the lawful exercise of their duties pursuant to command orders of the Chief of Police, the employee's supervisor or superior officer, an employee of the Mississippi Bureau of Narcotics, or the United States Department of Justice acting as the City's employee's supervisor or superior officer.

CONSENT TO TESTING

Consent to submit to such tests as the City may require constitutes a condition of employment. Refusal to consent to a test when such a test is required will result in disciplinary action, which may include dismissal. All drug and alcohol testing will be conducted in accordance with applicable federal or state law.

O. REDUCTION-IN-FORCE / LAYOFF / FURLOUGH

Department Heads have been charged with the responsibility of restructuring their departments to eliminate those positions not essential to the mission of the department.

The goal is to accomplish the reduction in force without any change in the level of services rendered to the citizens of Starkville. This may require a reorganization of the responsibilities of those employees who remain.

The department head, with prior approval of the Mayor and Board of Aldermen, may layoff or furlough an employee due to a shortage of funds or work, the abolition of the position, or for other reasons which are outside of the employee's or City's control without a reflection on his/her standing. At least two (2) weeks' written notice of the effective date of the layoff shall be given to each employee affected, with the exception of seasonal or temporary employees, specifically stating the reason for the layoff. Such notice shall be signed by the Department Head or designee.

Regular full-time employees shall not be laid off until all part-time, temporary and seasonal employees occupying the same class are laid off or furloughed unless the non-regular employees' jobs are not funded solely by the City. Employees affected by the reduction in force may apply for consideration for other vacant positions for which they qualify. Affected employees may also apply for employment with the City for any advertised vacancy for

which they are qualified.

The primary criterion for selection of those positions and employees affected by the reduction in force is based on whether the positions are critical to meeting the goal of maintaining the current level of service. Consistent guidelines have been established to govern the selection of individuals for layoffs:

- Volunteers will be first in consideration for layoff or furlough.
- Next, employees with documented disciplinary issues in the past six (6) months shall be selected for layoff or furlough, with those currently on a Final Written Warning being selected first proceeding in descending order for discipline.
- Employee review records may be used in determining which employees shall be laid off when two (2) or more employees are basically qualified to fill one (1) position.
- Next, the employee's availability for work as indicated by the employee shall be utilized to determine selection.
- Seniority as indicated by official records, may be used as a criterion, at the discretion of the Mayor and Board, or any other objective criteria that has a rational basis, and is not inconsistent with state or federal law.
- Personnel who have specific or specialized skills.

Employees will be laid off or furloughed and may be eligible to collect unemployment from the State. The Mississippi Department of Employment Security determines eligibility for benefits. An impacted employee may contact them directly to open a claim.

Nothing in this policy limits in any way an employee's right to utilize the City's grievance policy. An employee notified of their dismissal shall be provided the opportunity for an informal hearing before the Board, while in a pay status. The only issue relevant in such a hearing is the City's failure to comply with the criteria and procedures set forth in this policy or other applicable law. The employee and their representative shall be afforded the opportunity to explain why they should not be laid-off or furloughed.

P. EMPLOYEE DEPARTMENTAL TRANSFER

One of the ways employees broaden and deepen their career experience is through professional moves within the City. A transfer is defined as changing positions for a lateral move, promotion, department change, or job change.

This is a request for employees to transfer from one department to another. This request is subject to successful completion of all requirements as stated in the job description or progression plan for the position.

If the employee has not successfully completed the requirements of the position, the employee is not eligible for transfer.

Employee Name: _____ Phone Number: _____

Current Department: _____ Current Position: _____

Department requesting to be transferred to: _____

Current Department Head's Authorization to Transfer

Supervisor Name: _____ Title: _____

Employee's last day of work in current department: _____

By signing below, I acknowledge that _____'s last day of work in my department will be on the above date and I authorize the above employee to transfer out of my department, pending Board approval.

Signature of Supervisor: _____ Date: _____

Transferring To Department Head's Authorization to Transfer

Supervisor Name: _____ Title: _____

Employee's first day of work in new department: _____

Employee's new job title: _____

By signing below, I acknowledge that _____'s first day of work in my department will be on the above date and I authorize the above employee to transfer into my department, pending Board approval.

Signature of Supervisor: _____ Date: _____

Q. RESIGNATION

Resignation occurs when an employee chooses to end employment with the City. Although we hope your employment with the City of Starkville will be a mutually rewarding experience, we understand that varying circumstances do cause employees to voluntarily resign employment. Should this time come, you are asked to follow the guidelines below regarding notice and exit procedures.

Procedure

1. Employees are encouraged to provide a minimum of two (2) weeks' notice to facilitate a smooth transition out of the organization. Department Heads are requested to provide a minimum of thirty (30) days' notice.
2. All resignations must be confirmed in writing. Employees may wish to complete the Employee Resignation Form provided within the department for this purpose or may submit other written notice that should include the reason for leaving and the effective date. Resignations must be submitted to the Department Head with a copy to the Human Resources Department.

Resignations by a Department Head must be submitted to the Mayor with a copy to Human Resources. The Mayor will be responsible for notification to the Board.

3. Employees who fail to report to work for three separate offenses without properly communicating to their supervisor or Department Head the reasons for their absence will be viewed as voluntarily resigning their employment as of the close of business on the third workday. The employee's Department Head must notify the Human Resources

department after the third offense. The Human Resources department will provide written notice to the employee notifying them that their employment has been terminated based on voluntary resignation.

4. Employees who wish to discuss concerns about their continued employment before making a final decision to resign are encouraged to do so. When resignations are received, efforts begin immediately to make arrangements for continued coverage of duties, so please make sure of your decision before submitting your resignation.
5. Employees will not be allowed to rescind a resignation, whether given verbally or in writing, once the resignation has been submitted or conveyed to the Department Head and/or the Human Resources Director, or in the case of a Department Head resignation to the Mayor or Board.
6. Resigning employees must ensure that all tools and equipment are returned and take the opportunity to discuss any questions or concerns related to employment with the City of Starkville. Employees who fail to return any City property, including keys, credit cards, tools, uniforms, cellular phones, laptops, and other equipment, will be deemed ineligible for rehire; and may be subject to withholding of the value of items from any final compensation; and legal proceedings on behalf of the City of Starkville.
7. Departing employees should confirm their forwarding address to ensure that final pay, benefits, and tax information are received in a timely manner.

SECTION III – EMPLOYEE BENEFITS

As a full-time employee, you are entitled to certain fringe benefits that are intended to provide security and peace of mind to you and your family during your employment with the City of Starkville.

A. HEALTH INSURANCE BENEFITS

Benefits may include medical, dental, vision, voluntary, and flexible options. Employees are eligible for coverage on the first day of the month following employment start date. Dependents that may be covered include a legal spouse and children up to age 26. Supporting documentation is required before benefits can begin.

Each plan year begins on January 1st, with the open enrollment period occurring in the month of October, prior to the new plan year. Health plan options, benefit designs, eligibility rules, and premiums are subject to change each plan year. Informational meetings and other communications are available during the open enrollment period.

The Benefit plans offered by the City allow full-time employees to be enrolled in the City's Group Medical and Life Insurance Program. The City pays all of the premium for its full-time employees. However, if family or extra coverage is desired, the employee is responsible for those premiums.

Employees' health insurance premiums for family or extra coverage are paid on a pre-tax basis. When employees enroll in medical, dental, or vision insurance, the premiums are

deducted from payroll checks before taxes according to IRS Section 125.

For more in-depth information regarding the offered benefits, please see the Enrollment Benefits Guide.

QUALIFYING EVENTS FOR CHANGES TO COVERAGE

It is the employee's responsibility to notify the City if a significant qualifying event occurs that may result in a change in coverage. Employees must notify the City within thirty (30) days of experiencing a qualifying event and submit supporting documentation to be eligible to change coverage. Some events allow employees to make changes to benefits including adding or dropping dependents, adding coverage, or terminating coverage.

To make a change in pre-tax deductions that are allocated under IRS Section 125, employees must have a qualifying event. Under the Internal Revenue Service rules, employees may change his/her health insurance deductions (elections) during the year only after one of the following qualifying events:

1. The employee has a change in family status (e.g. marriage, birth, death, legal separation, divorce, or dependent child attaining the maximum age of coverage).
2. The employee's spouse loses coverage due to termination of employment.
3. The employee terminates employment or retires with the city.
4. The employee's spouse has a change in employment status which results in either acquiring or losing eligibility for health insurance coverage.
5. The employee receives a divorce/legal separation and is required under a court order to provide health insurance coverage for his/her eligible dependent children and/or legally separated spouse.
6. There is a significant change in the employee's or his/her spouse's health coverage which is attributable to the spouse's employment.
7. Other reasons consistent with Federal Law such as Healthcare Reform.

Changes in pre-tax health insurance deductions that stem from any of these qualifying events must be made within 30 days of the event.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the City's health plan when a "qualifying event" could result in the loss of eligibility.

Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

B. RETIREE HEALTH BENEFITS

Effective October 1, 2020, the City of Starkville amends its personnel policy with regard to continuing health, dental, and life coverage to all eligible employees upon their retirement from the city.

The option to continue your coverage(s) will no longer be offered to employees who retire from the city on or after October 1, 2020.

Retiring employees under age 65 will be eligible to continue their coverage(s) under COBRA for the applicable time period (18 months in most instances). In accordance with current policy, the retiree must pay the cost for the coverage(s) should they elect to continue and will be subject to the terms and conditions of the vendor utilized by the City in the collection of premiums.

Upon eligibility for Medicare coverage, either through attaining the required age or as the result of a Social Security or Medicare approved disability prior to age 65, the health coverage through the City plan will terminate.

If a retiree attains Medicare eligibility and has a dependent(s) covered under the plan at that time, and the dependent has not attained the age for Medicare eligibility, they will be eligible to continue coverage under COBRA for the appropriate time period or until they also meet Medicare eligibility requirements.

Retirees who continued their coverage(s) and enrolled prior to October 1, 2020, under or over age 65, will be “grandfathered” and allowed to maintain their coverage provided they continue to pay the prevailing premiums as required by the terms and conditions of the vendor utilized by the City in the collection of premiums.

The existing policy for retirees who have continued coverage due to retirement prior to October 1, 2020, is further amended to require that once the covered retiree (or spouse) attains eligibility to Medicare they must terminate coverage through the City of Starkville group health plan. This will assure a smooth transition to Medicare and the avoidance of potential financial penalties as a late enrollee to that coverage.

C. LIFE INSURANCE

The City provides group life insurance to employees who are classified as Regular Full-time. Coverage is effective on the first day of the month following employment start date.

Eligible employees are provided ten-thousand dollars (\$10,000) of life insurance. The coverage includes accidental death and dismemberment coverage (AD&D) in an equal amount.

Employees are given the opportunity to voluntarily purchase supplemental life insurance benefits on an after-tax basis for themselves and their dependents at the time of hire and at open enrollment each year. Enrollment may require evidence of insurability depending upon the amount of insurance requested and guaranteed issue limits. If the employee is not actively at work on the day coverage is scheduled to begin, coverage will begin on the day the employee returns to work and is considered actively employed.

D. TUITION ASSISTANCE PROGRAM (TAP)

OVERVIEW

The City of Starkville is committed to helping employees continue their education and develop in their professional careers. In keeping with this philosophy, the City has established an Educational Assistance Program to recognize the motivation of employees who choose to pursue higher and continuing education by reimbursing them for expenses incurred through approved accredited colleges or universities or at approved specific job-related training programs. In all cases, the city will only consider programs for reimbursement that have a job-relatedness to either the employee's current position with the city or that may enhance the employee's career growth opportunities with the City.

Educational Assistance Benefits will be available only if departmental training budgets are sufficient to meet their costs.

All requests for Educational Assistance Benefits must be pre-approved by the Mayor.

ELIGIBILITY

The City of Starkville shall pay for seminars, courses, classes or workshops that may be required by law or administrative rule for an employee to perform work in his/her normal job classification.

Newly-hired police officers and firefighters are also subject to the terms and provisions of a separate agreement for reimbursement for uniform and training costs. All newly hired police officers and firefighters should reference that agreement for specific provisions related to initial training and uniforms.

An employee is eligible for benefits under the Educational Assistance Program if the following criteria are met:

- The employee must be a full-time employee of the City of Starkville and off probation;
- The employee must have one year or more of service with the City of Starkville;
- The employee must discuss course work and career goals with his/her Department Director or designee;
- The application must be approved by the Department Director or designee;
- The employee must be a successful performer with no written disciplinary actions or suspensions within the last twelve (12) months;
- The departmental training budget must be sufficient to meet the costs; and
- The request must be pre-approved by the Department Head and Human Resources.

POLICY GUIDELINES

For job-related training or accreditation programs that are not required by law or administrative rule for an employee to perform work in his/her normal job classification, the City will pay the costs of such training, subject to the terms of the repayment agreement as described below.

For undergraduate or graduate level college courses, the City will reimburse an employee for continuing education courses through an accredited college or university. Courses may include college credit courses, continuing education unit courses and certification tests. Normally, no more than six (6) credit hours may be approved in any calendar year. Department Heads, however, may take up to six (6) credit hours per semester.

If all eligibility qualifications and policy guidelines are met, the Educational Assistance Program will cover the following items:

- Tuition
- Registration fees
- Rental or purchase of books
- Lab fees

Athletic expenses, meal cards, medical, application, transportation, parking, or other fees are not eligible for reimbursement.

If an employee is eligible to receive other educational assistance from another program (i.e. scholarships, G.I. Bill, or grants,) then the employee must exhaust that aid and provide proof of exhaustion before requesting tuition assistance from the City of Starkville. Proof of exhaustion may include current Financial Aid transcripts or official documentation from the school that states the employee is not eligible for aid;

The approval for reimbursement of the course(s) is dependent on the course and its relevance to the employee's current position or a potential future position with the City.

To the extent that such courses are voluntary, such courses will be on a reimbursement basis and shall be taken on the employee's own time. Specific approval by the Mayor is required when any such class is requested to be taken during the employee's work time. Such approval would be unusual and would be considered based on the specific facts of the request.

The employee must pay his/her tuition and other eligible fees in advance and provide proof of payment.

Reimbursement is not made if the employee ends employment with the city for any reason before the course is completed.

The employee must complete the course. Incomplete courses are not eligible for reimbursement. Courses where the employee has withdrawn are not eligible for reimbursement.

The amount of reimbursement will be determined by the employee's final course grade and is based on the following schedule:

- 100% - A
- 90% - B
- 60% - C
- 0% - D or below

Funding of the Educational Assistance Program is limited. If funding of the program is nearing exhaustion, reimbursement will be given in the order that approvals were given by the Mayor and Board of Aldermen. If more than one employee is seeking reimbursement

and both of their applications are received on the same day, then higher priority will be given to the employee who has served the City in a full-time capacity the longest.

Upon completion of the course(s), the employee will submit proof of his/her grades and a request for reimbursement form to the Human Resources Department. Grades must be received by the Human Resources Department within 30 days of the completion of the course.

Completion of any class, seminar, certification, or degree does not, on its own, justify any change in compensation or classification for the employee unless such change is an established part of the City's pay grade/step process.

REPAYMENT AGREEMENT

All employees are required to sign an agreement to repay the city if he/she leaves employment either voluntarily or involuntarily for reasons within their control prior to two years after tuition assistance has been received. The repayment will be prorated according to the employee's length of service after such benefits have been received, with the employee being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. The employee will be responsible for the costs of any fees associated with the collection of amounts due to the City of Starkville under this agreement, including attorney and court fees should legal action be necessary to collect such fees.

In the event of a reduction in force or if the employee is terminated for reasons beyond the employee's control, the city will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Human Resources Director of the City of Starkville shall review such termination and shall render the decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville's Personnel Policy Manual.

PROCEDURE

The following procedure should be followed to ensure proper application of the policy:

1. The employee should meet with his/her supervisor and department director to discuss the desire to continue their education and the specific course-work requested to be approved. It is the employee's responsibility to allow adequate time for such requests to be considered and, if applicable, approved through all steps prior to enrolling for the requested class, seminar, or program.
2. The employee shall complete an Educational Assistance Form requesting approval and shall attach any relevant information to support the request.
3. The employee shall submit the completed Educational Assistance Form and supporting documentation to their supervisor and department director for approval.
4. If approved by the department director, the department director will forward the request to the Human Resources Director of the City who will review the request to ensure compliance with this policy. If the request does not meet the requirements of this policy, the Human Resources Director will discuss any issues with the department director.

5. When the request is approved by the Human Resources Director, the department director will submit the request to the Mayor and Board for their approval.
6. After approval by the Mayor and Board, the department director will notify the employee in writing of the approval and authorize the employee to enroll in the approved course(s).
7. After completion of the approved course(s), the employee shall submit a reimbursement request, accompanied by their grade report, to the Human Resources Director. This request must be submitted within thirty (30) days after completion of the course. The Human Resources Director shall process the request and submit it to the City Clerk's Office for payment. Receipts are required to justify all expenses for reimbursement.

E. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The employee assistance program (EAP) is designed to help all Regular Full-time and Elected City employees and their family members cope with problems before they become unmanageable. The EAP provides employees and their household members with confidential access to assistance and resources from 8-5pm (9) hours per day, five (5) days per week. The EAP provides short term counseling and support on many issues including depression, grief, legal issues, alcohol/drug abuse, financial pressures, identity theft, stress, anxiety, and many more.

The EAP is strictly confidential and is designed to safeguard an employee's privacy and rights. Contacts to and information given to the EAP counselor may be released to the City of Starkville, only if requested by the employee in writing. There is no cost for an employee to consult with an EAP counselor. Eligible employees must be covered by the City's health insurance plan. Eligible employees will receive three (3) free counseling sessions which will be reported to the City's health insurance plan. The City will be invoiced for the insurance co-payment on behalf of the employee. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

F. WORKERS' COMPENSATION

The City has elected to participate in the Mississippi Municipal Workers' Compensation Program. All employees who have an accident or injury, no matter how minor, while on the job must notify their Department Head within 24 hours of the incident. If medical care is needed, your Department Head will have to report it as a First Report of Injury.

If the injury is deemed to be work-related and you are unable to earn your full pay due to your injury, you may receive workers' compensation benefits related to lost wages. Time away from work due to a work-related injury, will be deemed to run concurrently with leave under the FMLA and similar state or local law, if applicable.

While out on Workers' Compensation, leave is not accrued.

WHY DO YOU REPORT IMMEDIATELY?

Reporting an incident (no medical treatment) or injury requiring medical attention, immediately helps to:

- Ensure that management can address and get you immediate medical attention if needed.
- Ensure that unsafe conditions can be corrected immediately to prevent others from being hurt or injured.
- Ensure that an injury investigation gets performed while information is fresh in the minds of those involved.
- Reduce the likelihood of injury severity from prolonged aggravation. And,
- Reduce the likelihood of fraudulent claim suspicion stemming from a late report.

Failure to report an incident or injury within 24 hours of the event can result in disciplinary action.

WHAT ARE FRAUDULENT CLAIMS?

- Failing to report until a later date, even over the weekend, raises suspicion that an employee may have been injured at home or while performing non-work-related duties and is looking for the medical expense to be covered by the employer. This is a fraudulent claim.
- Fraudulent claims are insurance fraud, a felony, and could result in loss of employment and jail time.

G. UNEMPLOYMENT COMPENSATION

The Mississippi Department of Employment Security determines an employee's eligibility for benefits. Employees may contact them directly to open a claim or visit their website at mdes.ms.gov.

K. RETIREMENT

Eligible employees and officials of the City of Starkville become members of the Public Employees' Retirement System as a condition of employment. Participation is restricted to employees whose wages are subject to payroll taxes and are reported on IRS Form W-2.

Additional information is contained in the PERS Member Handbook which is available online. You may also contact PERS by calling 1-800-444-7377 or (601) 359-3589 or visit the website at <http://www.pers.ms.gov>

SECTION IV – CLASSIFICATION PLAN

A. PURPOSE

The Human Resources Department will maintain a Classification Plan that provides a listing of employment positions in the City. The Classification Plan provides a complete inventory of all positions in the City's service and an accurate description and specifications for each job classification. Job classifications are based on an analysis of the duties and responsibilities of each position and include minimum requirements of education, training, experience, skills, knowledge, and abilities necessary for the job.

B. USE OF JOB DESCRIPTIONS

Job descriptions are a mechanism of communicating goals, objectives, values, and expectations between employees and supervisors. The job descriptions will contain a general description of the position, essential functions, and additional duties of the job. It should be noted that these elements listed are not entirely inclusive or descriptive of all duties.

The job description shall also contain minimum training and qualifications and the ADA Amendments Act (ADAAA) elements and standards required to perform essential job functions. The minimum qualification standards on job descriptions should serve as norms for applicants coming into the job setting and should also serve as a basis for performance indicators in meeting the expectations of the City for each employment position.

C. USE OF THE CLASSIFICATION PLAN

The Classification Plan may be used:

1. As a guide in recruiting and examining candidates for employment.
2. In determining lines of promotion and developing employee training programs.
3. In determining salaries to be paid for various types of work. And,
4. In providing uniform job terminology understandable by all City officials, employees, and the general public.

D. ADMINISTRATION OF THE CLASSIFICATION PLAN

In conjunction with the Department Heads and incumbent employees, the Human Resources Department shall be responsible for maintaining accurate job descriptions in the Classification Plan that reflect the duties that each employee performs. Employees and their supervisors shall maintain open communications and dialogue to ensure that job descriptions are reviewed and updated on an annual basis or as needed. The Human Resources Department will conduct a review of the entire Classification Plan by examining the nature of the position classes and recommending the appropriate changes in allocations or in the Classification Plan itself. This review will be conducted every three (3) years or when feasible as determined by the Human Resources Department and Administration.

SECTION V – COMPENSATION PLAN/ PAY PRACTICES

A. PURPOSE

The City shall maintain a Compensation Plan, which assigns pay ranges to each employment position identified in the City's Classification Plan. The Compensation Plan is intended to provide fair compensation for all classes of positions in the Classification Plan. The salary of each employee shall be set within those established ranges as approved by the City, within budgeted fiscal resources.

The Compensation Plan is to be used in consideration of pay ranges for other job classes,

general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the City, and other factors. To this end, the City may develop comparative studies of factors affecting the level of salary ranges and make recommendations to the Mayor and Board of Alderman during the budget approval process.

The City shall adhere to the provisions of the United States Department of Labor's Fair Labor Standards Act (FLSA) as applied to Mississippi Municipalities.

B. MAINTENANCE OF THE COMPENSATION PLAN

The Human Resources Department will conduct compensation studies with public agencies that are similar in structure and size. All factors affecting the level of salary ranges shall be reviewed, and recommendations shall be made to the Mayor and Board of Alderman, regarding any proposed changes in salary ranges as needed.

C. USE OF SALARY RANGES

Salary ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class.

Employees are generally hired at the minimum pay rate established for a job classification; however, some employees may be hired at a higher rate depending on their experience and education. Any Department Head, desiring to hire an applicant at a salary rate above the minimum, must submit written justification to the Human Resources Department for approval. No employee may be paid at a rate less than the minimum of the salary range, nor more than the maximum pay range, prescribed for the class in which the employee is working as set forth in the Compensation Plan.

D. OVERTIME PAY AND COMPENSATORY TIME

A supervisor may require an employee to work at any time when circumstances require work beyond their regular work schedule. In accordance with the FLSA, non-exempt City employees, with the exception of law enforcement (excess of forty-three hours per work week) personnel and fire protection (excess of fifty-three hours per work week) personnel, shall be compensated for actual time worked in excess of forty (40) hours in a work week at the rate of time and one-half. Paid leave such as holiday and personal leave does not apply toward time worked.

Non-exempt employees may elect to receive compensatory time in lieu of overtime pay. Compensatory time is time off instead of monetary overtime compensation at a rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Employees may accrue up to two hundred forty (240) hours of compensatory time. Non-exempt sworn employees may accrue up to four hundred eighty (480) hours of premium compensatory time.

A non-exempt employee, who has accrued compensatory time, shall be permitted to use such time off within a reasonable period after making a request to use such time, unless such use

would unduly disrupt the operations of his/her department and not just cause mere inconvenience.

Records of employee compensatory balances for non-exempt employees shall be maintained in the departments as well as by the payroll clerk. Employees requesting compensatory time must record the actual hours worked each workday on the time sheets submitted for payroll. Written approvals and leave requests shall be maintained in the payroll and personnel files.

Each Department Head or designated supervisor shall be responsible for establishing work schedules and work periods for employees within his/her department so as to minimize the amount of overtime pay and compensatory time.

Upon separation of employment, a non-exempt employee shall be paid for documented unused compensatory time. Payment for compensatory time shall be made at the rate earned by the non-exempt employee at the point the employee utilizes the compensatory time.

Non-exempt employees shall work beyond their scheduled number or work hours only when it has been authorized in advance by the Department Head. Any employee who fails to obtain authorization for working beyond the maximum allowable hours shall be subject to disciplinary action. However, no Department Head shall deny overtime pay or compensatory time for work that has already been performed.

Employees affected by a change in their classification from non-exempt to exempt status, or from exempt to non-exempt status, shall be notified by their Department Head of the change in their status and any overtime pay provisions within thirty (30) days. Any compensatory leave earned as a non-exempt employee shall either be used prior to becoming an exempt employee or banked for future use.

The Fire Chief and Police Chief shall establish written policies on premium compensatory leave and pay calculations for employees engaged in fire protection or law enforcement activities, based on local, state, or federal law. Such policies shall comply with the provisions of the FLSA.

E. EMPLOYEE TIME RECORDS

All non-exempt employees are responsible for recording all actual hours worked using the Department's time reporting procedures. These hours are recorded in an internet accessible hosted workforce management system and employees are responsible for accurate input. Employees may not clock in or out for another person. Falsification of timesheets is strictly prohibited and will result in disciplinary action up to and including termination. Department Heads shall review and approve/sign all-time records. The following rules shall apply to time reporting procedures for non-exempt employees:

1. Employees are responsible for recording their starting time, quitting time, and total hours worked for each work day. Employees must be in an authorized location when recording hours worked (start time, break time, end time, etc.).
2. Unless permission to do otherwise by the employee's supervisor, no employee may sign

in/clock in more than 5 minutes prior to the start of their shift or to sign out/clock out late after their normal quitting time.

3. If applicable, employees shall not remove a timesheet/time card from the designated employee area or leave the premises with said timesheet/time card.
4. Employees given permission by their supervisor to leave their job assignment for any purpose besides City business during work hours must sign out/clock out when leaving and sign in/clock in upon returning to work, unless otherwise directed by their supervisor in writing.
5. Employees will be paid from time sheets verified by actual recorded times in the workforce management system. Any adjustments to the recorded time must be approved by the employees' supervisor.
6. An employee failing to properly sign and/or submit his/her time sheet/time card must have it immediately approved and initiated by a supervisor or Department Head to ensure payment for hours worked.
7. No unauthorized representative/employee shall mark on another employee's time sheet/time card. Employees that alter another employees' time sheet/time card shall be subject to disciplinary action.

Failure to properly record hours worked may result in not being paid for those hours in question on the timesheet. Continued non-compliance may result in disciplinary action.

F. ON-CALL PAY

On-call service is necessary for the proper maintenance and operation of certain City services. On-call time is defined by departmental needs as a period of time in which an employee is required to be available to report to work at the employer's discretion. The designated on-call, non-exempt employee, is expected to be easily reachable and able to report to work within thirty (30) minutes of receiving notification.

In an effort to address appropriate issues for city-wide standardization, the Board has adopted the following criteria for those personnel who are designated as on-call employees:

I. Scope

This policy applies to Hourly, Operational, and Classified non-exempt (as defined by the Fair Labor Standards Act) employees of the City of Starkville.

II. Purpose

The purpose of this policy is to provide guidelines to departments, managers, and supervisors regarding the process and procedures to follow for Hourly and Operational non-exempt employees who are required to maintain their availability after hours and be on-call to come back to work or to otherwise be available to respond to emergency situations within the City. This policy is consistent with the provisions of the Fair Labor Standards Act and the City's Compensation Policy.

III. Policy and Procedures

a. Identification and Notification

Departments should identify positions who are required as a condition of employment to be on-call to come back to work outside of the employee's regular shift.

Once management identifies these positions, the employee should be notified that the essential functions of his or her job requires the employee to maintain an on-call status on either an intermittent or regularly scheduled basis. The employee's position description should also be updated accordingly.

b. On-Call Requirements

- Management should provide employees who are required to be on-call with a schedule of the time and date that the employee must be on-call. In addition, the following guidelines apply:
- Unless otherwise advised, the employee is not required while on-call to remain on the City's premises. However, the employee must remain available by telephone, or text while off site and respond to any message within ten (10) minutes.
- If an emergency requires the employee to return to work, he or she must do so within 30 minutes of responding to the message.
- The employee is not required to restrict his or her activities while on-call, but the employee must remain free of the influence of alcohol or illegal drugs. In addition, the employee should not take any prescription drug that adversely affects his or her ability to safely and effectively perform his or her job duties. If an employee has a medical condition and has concerns about complying with this requirement, the employee should consult with the Office of Human Resources.
- If the employee has a conflict and is unable to be on-call during his or her assigned time, it is the employee's obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the employee's on-call shift.
- Employees who fail to respond when called and/or who fail to find a replacement are subject to disciplinary action in accordance with the Department of Human Resources Management Policy.
- **An employee who is on-call and cannot report for a personal or medical reason shall not be eligible to use earned and/or accrued leave to cover the scheduled on-call period.**

c. On-Call Pay

- Non-exempt employees who are designated for on-call duty shall receive two hundred-forty (\$240.00) for on-call pay in addition to the actual number of hours worked. **NOTE: Failure or inability to remain on-call during the designated**

period will result in a forfeiture or reduction of the \$240.00 on-call base pay at the discretion of the Department Head and approved by the Mayor.

- A non-exempt employee who is not designated to be on-call, but is unexpectedly called to work due to an urgent situation after normal working hours will be paid the minimum of two (2) hours or actual hours worked, if it exceeds two (2) hours for each actual trip to the City to address call-in issues.
- Non-exempt employees (with the exception of departments/divisions that are regularly scheduled to work twelve (12) or forty-eight (48) hour shifts) who work on an official City holiday, shall receive two hundred-forty (\$240.00) for on-call pay; the eight (8) hours of holiday pay; and shall be paid four (4) additional regular hours.
- Actual hours in excess of 40 hours will be paid at the overtime rate, if appropriate.

EXAMPLES:

- If an employee has already worked 40 hours when he or she is on-call, he or she will be paid overtime.
- If a non-exempt employee who is not designated to be on-call is required to report for 30 minutes, the employee will receive two (2)-hours of on-call pay that will be paid at his or her overtime rate if applicable. So, in this example, the employee will be paid 40 hours at his or her regular rate, and he or she will receive an additional 2-hours of on-call pay that will be paid at the overtime rate.
- By way of further example, if an employee is called to come back to work three times during an 8-hour shift, the three callbacks will pay 6-hours of on-call pay at the overtime rate (which is a minimum of two hours for each of the three times that the employee was called back to work during the 8-hour shift.)
- Commuting time to the city is not counted as hours worked if the employee is on-call and called back to work. Work time begins upon arrival to work and ends upon clocking out and leaving work.

IV. Authority, Interpretation and Amendment

The Board has delegated to the Mayor the authority to revise or amend this policy at any time. The Office of Human Resources is responsible for the administration and implementation of this policy.

G. EMPLOYEE PAY

The City makes every effort to ensure employees receive their pay on time. City employees shall be paid generally through direct deposit on a bi-weekly basis, with payday being every other Friday. There are some employees who were hired before the bi-weekly conversion and remain on a monthly basis. Those employees are paid at the end of each month. Employees with questions about their pay should contact the designated Pay Clerk for their department within the pay period in question or immediately thereafter. If a Pay Clerk is not available, contact the HR Department.

Anniversary Increase

All regular full-time employees of the City will receive an anniversary increase based on their start date, in addition to their regular base pay, according to the following schedule:

- **3% Anniversary Increases:** Granted at years 3, 6, 10, 15, 20, and 25.

Anniversary increases will take effect at the beginning of the next pay period.

SECTION VI – LEAVE POLICIES

A. HOLIDAYS

The City recognizes the following Holidays, as designated annually by the Board of Aldermen:

New Year's Day	1st of January
Dr. Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September
Veteran's Day	11th of November
Thanksgiving	4th Thursday in November
Christmas	25th of December

These holidays are considered "off days" for most employees, unless a particular department/division of our municipality must operate during these days.

Holiday pay is the regular straight time rate for the number of hours in an average workday.

Employees whose regularly scheduled day off falls on a holiday shall be entitled to the straight time holiday pay.

When any of these days fall on a Saturday, the preceding day (Friday) will be observed as a holiday. When any of these days falls on a Sunday, the next day (Monday) will be observed as a holiday.

If a City holiday occurs on an eligible employee's vacation day, it may be counted as a holiday instead of a vacation day.

Unless on authorized leave, employees must work their work day before a holiday and their work day after a holiday, in order to be paid for the holiday.

Employees scheduled or required to work on a holiday shall receive holiday pay and pay for any hours worked on the holiday, or it could be used for straight time pay or compensatory time off, to use on a later date as approved by the department head.

Approved Holidays are subject to change at the Board's discretion. If the Governor of the State of Mississippi designates additional days as paid holidays, the City may designate such additional days as paid holidays for eligible employees, as authorized by the Mayor through Board action.

B. PERSONAL LEAVE

Personal Leave is provided to all full-time employees, after one month of continuous service. Personal Leave is earned based on years of service. Please see the chart below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	12 hours	18 days
3 years and 1 months to 8 years	14 hours	21 days
8 years and 1 months to 15 years	16 hours	24 days
Over 15 years	18 hours	27 days

Fire Shift Personnel

Fire personnel who are regularly scheduled to work forty-eight (48) hour shifts will earn personal leave on a monthly basis, as shown in the accrual schedule below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	16.8 hours	25.2 days
3 years and 1 months to 8 years	19.6 hours	29.4 days
8 years and 1 months to 15 years	22.4 hours	33.6 days
Over 15 years	25.4 hours	37.8 days

1. There is no limit to the accumulation of earned personal leave.
2. Personal leave may be used for vacations and personal business and shall be used for illnesses of the employee requiring absences of one day or less.
3. Personal leave must be used for the first whole eight (8) hours of an employee's illness.

4. Employees are required to complete and submit the appropriate leave of absence paperwork for any absence.
5. An employee may not be granted personal leave in an amount greater than earned and accumulated.
6. Upon termination of employment, each employee will be paid for unused personal leave not to exceed thirty (30) leave days. One day of leave time is equivalent to eight (8) hours for all employees, including police officers and firefighters.
7. Upon termination of employment, unused personal leave in excess of thirty (30) days will be counted as creditable service for purposes of the State Retirement System.
8. Should an employee die having accumulated personal leave credit, the final check for wages or salary for the unused personal leave, up to 30 days will be given to the person designated by the employee for this purpose or, in the absence of such designation, to the beneficiary of such employee as recorded with the Public Employee Retirement System.
9. Requests for personal leave must be submitted in writing to the staff employee's Department Head or designated supervisor in accordance with departmental request procedures, at least 3 days prior to the time requested. A department head may deny a request for leave based on business necessity. Failure to receive approval prior to taking time off and/or failure to return to work at the end of an approved personal leave may be cause for disciplinary action up to and including termination.

C. MAJOR MEDICAL LEAVE

Major Medical Leave is provided to all full-time employees, after one month of continuous service. Major Medical Leave is earned based on years of service. Please see the chart below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	8 hours	12 days
3 years and 1 months to 8 years	7 hours	10.5 days
8 years and 1 months to 15 years	6 hours	9 days
Over 15 years	5 hours	7.5 days

Fire Shift Personnel

Fire personnel who are regularly scheduled to work forty-eight (48) hour shifts will earn major medical leave on a monthly basis, as shown in the accrual schedule below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	11.2 hours	16.8 days
3 years and 1 months to 8 years	9.8 hours	14.7 days
8 years and 1 months to 15 years	8.4 hours	12.6 days
Over 15 years	7.0 hours	10.5 days

For each absence due to illness that requires the employee to be absent from work for thirty-two (32) consecutive working hours (using combined annual, major medical, or unpaid leave), Major Medical Leave can be authorized only when certified in writing by the attending health care provider.

If an employee has requested the use of annual or compensatory time and that request was denied by his/her supervisor and the employee thereafter utilized sick leave on the day(s) for which the employee's request for annual or compensatory time was denied, the employee must provide documentation substantiating his/her use of sick leave on that day(s).

Refer to the Personal Leave policy for the first day of illness.

D. BANKED HOLIDAY AND COMPENSATORY TIME

Banked holiday and compensatory time must be exhausted before using annual or sick leave.

E. LEAVE DONATION PROGRAM

Any City of Starkville employee may donate a portion of his or her earned major medical leave and/or personal leave to another employee who is suffering from a catastrophic illness or catastrophic injury as defined below, or to another employee who has a member of his or her immediate family, who is suffering from a catastrophic illness or injury, in accordance with the following:

The program allows eligible employees to donate accrued major medical leave and/or personal leave, to assist eligible co-workers who would otherwise be subjected to a loss of income during a continuing absence from work. Participation in the Program is entirely voluntary and is open to all employees, who are eligible to accrue major medical leave and/or personal leave, within the City.

The Program is subject to change without notice, is non-grievable, and is not subject to any

arbitration policy applicable to any employee. Donations must be made in full day increments and are irrevocable. The donated leave can only be credited for future use and not on a retroactive basis. Pay received as donated leave will be treated as earned income.

F. FAMILY AND MEDICAL LEAVE

Employees of the City of Starkville are eligible for family and medical leave if they have at least 12 months of service, and have worked at least 1,250 hours within the preceding 12-month period. The City of Starkville uses a rolling 12-month period measured backward from the date you use any FMLA leave. If eligible, an employee may be able to take up to 12 weeks of unpaid leave during a 12-month period for the following reasons:

- The birth of a child or to care for a child within the first 12 months after birth;
- The placement of a child with the employee for adoption or foster care and to bond with and care for the child (within the first 12 months after placement);
- To care for an immediate family member who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the functions of his/her position; or
- If the employee experiences a qualifying exigency that arises out of the fact that a spouse, parent, or child has been called to or is on active military duty as a member of the National Guard or military reserves.

Military Caregiver Leave. In addition, an employee who is the spouse, parent, child, or next of kin of a current member of the armed forces (including the regular armed forces) who was injured while on active duty may be eligible for up to 26 weeks of FMLA leave in a 12-month period, including the types of leave listed above.

Notice of Leave. When requesting leave, the employee must:

- Supply sufficient information for City of Starkville to be aware that the FMLA may apply to the leave request, as well as information regarding the anticipated timing and duration of leave;
- Provide notice of the need for any foreseeable leave at least 30 days in advance or for any unforeseeable leave as soon as practicable;
- Cooperate with all requests for information regarding whether absences are FMLA-qualifying.
- Failure to comply may result in leave being delayed or denied.

Intermittent Leave. When medically necessary, employees may take FMLA leave intermittently or on a reduced schedule basis for their own serious health condition, the serious health condition of a family member, or for military caregiver leave. Employees are required to cooperate with the City of Starkville to arrange reduced work schedules or intermittent leave so as to minimize disruption of business operations.

Qualifying exigency leave may be taken intermittently without regard to medical necessity or disruption of business operations.

Leave because of the birth or adoption of a child may not be taken intermittently and must be completed within the 12-month period beginning on the date of birth or placement of the child.

Medical and Other Certifications. Employees will be required to provide a medical certification if the leave request is: (1) for the employee's own serious health condition, (2) to care for a family member's serious health condition, or (3) military caregiver leave. Failure to provide the requested certification in a timely manner may result in denial of the leave until it is provided. If an employee refuses to provide a certification, his/her leave request may be denied and the employee may be disciplined.

The City of Starkville, at its expense, may require a medical examination by a health care provider of its own choosing if it has a reasonable question regarding the medical certification provided by the employee. In lieu of a second opinion, the City of Starkville may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave. Second opinions may not be required for military caregiver leave.

Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

Fitness for Duty Certifications. Because the City of Starkville wishes to ensure the well-being of all employees, any employee returning from FMLA leave for his/her own serious health condition will need to provide a Fitness for Duty (FFD) certification signed by his/her health care provider. An employee who fails to provide an FFD certification will be prohibited from returning to work until it is provided. An employee who fails to provide an FFD certification may be disciplined or terminated.

FFD certifications may be required when an employee returns from intermittent FMLA leave if serious concerns exist regarding the employee's ability to resume his/her duties safely.

Maintenance of Benefits. The City of Starkville will maintain health care benefits for the employee while on FMLA leave, but the employee is responsible for paying the normal monthly contribution. If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the City of Starkville for the cost of the employee's portion of premiums paid for maintaining coverage during the leave period. All other benefits cease to accrue during the unpaid portion of the leave.

Concurrent Leave. Employees must use any accumulated sick time to the extent available during FMLA leave unless such leave is covered under workers' compensation, in which case the employee may use accumulated leave time only for the purpose of satisfying any waiting period. Absences in excess of these accumulated days will be treated as FMLA leave without pay.

Married Couples Who Work for the City of Starkville. If an employee and his/her spouse both work for the City of Starkville, they are both eligible for leave. The employee and employee spouse may be limited to a combined total of 12 weeks of FMLA leave in a 12-month period if the leave is taken for:

- The birth, adoption, or foster placement of a child;
- To care for and bond with such child who suffer from a serious health condition;
- To care for a parent with a serious health condition; or
- A combination of the above.

For military caregiver leave, the employee and employee spouse may be limited to a combined total of 26 weeks of leave in a 12-month period, including the types of leave listed above in this paragraph.

Return from Leave. Upon return from leave, the employee will be restored to his/her original or an equivalent position. An employee who fails to return at the end of FMLA leave will in most cases be considered to have voluntarily resigned his/her position with the City of Starkville. Employees who do not return to work at the end of their leave will be terminated unless they are entitled to additional leave as a reasonable accommodation under the Americans with Disabilities Act.

G. CIVIC/COURT LEAVE

An employee who is summoned or subpoenaed to appear as a party, witness, or juror will be excused from work for the days on which he/she serves. Employees must notify their manager as soon as they are called for jury duty, so that arrangements may be made to cover work assignments.

If an employee is relieved from duty prior to 12:00 noon, he/she is expected to report back to work.

Unless otherwise required by state law, an employee will receive the difference between jury duty earnings and regular pay (excluding overtime or other premium payments) for hours he/she would have worked if he/she had not been required to report to jury duty.

Pay for jury duty service is subject to a maximum of 5 days.

The employee must provide a copy of the jury duty summons and jury duty check to his/her Department Head immediately (next work day) after returning from jury duty so pay may be calculated.

H. BEREAVEMENT LEAVE

An employee may take up to five (5) days at 8 hours per day of paid bereavement leave per calendar year for the death of an immediate family member.

Unless otherwise provided, an immediate family member for purposes of this leave includes the employee's spouse/domestic partner, parent (biological, adoptive, step, or foster), legal guardian, sibling, child (biological, adoptive, step, or foster), grandchild, or grandparent, as well as his/her spouse/domestic partner's parent, legal guardian, sibling, child, grandchild, or grandparent.

Unpaid leave may be requested for bereavement for other categories of extended family, including but not limited to: aunts, uncles, cousins, nieces, nephews, in-laws, and step-family relations. Requests for unpaid bereavement leave will be granted based on business need and schedules. If approved by your manager, unpaid leave for this purpose may be subject to the same documentation requirements upon request of management as paid bereavement leave.

I. MILITARY LEAVE

Any employee of the city called to enter the military services of the United States (including the Army, Army Reserves, Army National Guard, Navy, Naval Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, Space Force, or Commissioned Corps of the Public Health) shall be given a leave of absence for the duration of such military service, and upon the termination of such service, the Mayor or Board shall reinstate the employee in the position he/she held at the time he/she entered such military service, if such position exists. Further, the employee can also continue his/her existing health coverage for the employee and his/her dependents for up to 24 months while the employee is fulfilling military service obligations.

The process for reinstatement of employees returning from military leave begins when the employee notifies the department head or designee of his/her intent to return to work. The following guidelines apply:

1. On the first work day back for employees deployed 30 days or less
2. Within 14 days of the end of service for employees deployed up to 180 days
3. Within 90 days of the end of service for employees deployed 181 days or longer

The returning employee will be reinstated in the position they would have attained had they not been absent for military service, with the same seniority, status, and pay.

If the position has been abolished, the employee shall be given a position of equal pay grade and at a salary of not less than that which he/she received before such military service or would have held had he/she not entered such military service. Such employee shall retain all rights and benefits which he/she had under any civil service or tenure law of the city, and shall retain all rights and benefits he/she had under insurance and pension law of the city at the time he/she entered such service for the United States Government, and shall be given credit for the years spent in the military service in computing the time served for pension purposes.

Unless his/her military organization requires a specified time for the training period, the employee shall arrange with his/her Department Head for a mutually suitable time period. Employees shall be granted fifteen (15) days of paid leave for each calendar year for active-duty training.

Every employee returning from military leave shall submit to his/her Department Head proof of the number of days spent on duty.

J. LEAVE OF ABSENCE WITHOUT PAY (LWOP) POLICY

The Department Head may grant a leave of absence without pay for up to forty (40) hours. Any LWOP exceeding forty (40) hours requires approval from the Mayor or designee. Under no circumstances may LWOP exceed thirty (30) days.

Employees must exhaust all annual leave and compensatory time before taking LWOP. This type of leave is only available when paid leave is not an option and requires authorization from the Department Head.

While on LWOP, employees are responsible for paying both their own and the employer's portions of any insurance premiums for coverage they wish to maintain. To continue insurance coverage during LWOP, employees should contact the Human Resources Director or their designee to obtain the Benefit Election Continuation form.

K. CITY LEAVE/ PERSONAL LEAVE OF ABSENCE

Employees who are not eligible for leave under FMLA and need time off for personal or health reasons may apply for a personal leave of absence without pay pending the Mayor or designee's approval. Personal leaves are limited to a period of thirty (30) days in any one calendar year, and service credit shall not be granted for the time of the leave. Accrued leave time and earned compensatory leave can be used.

Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least thirty (30) days' notice. If 30-days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. *Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.*

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. *Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.*

Leave Request Process: Any employee requesting leave under FMLA should notify their immediate supervisor and contact the City's HR Department. The HR Department will provide information and the necessary documents to the employee to begin the process.

SECTION VII – GENERAL POLICIES

A. DRESS CODE

Personal appearance and manner of dress is an important part of your job responsibilities. Employees are expected to dress and groom in a manner which reflects good taste and which is appropriate for the type of work performed. Since all employees deal with co-workers and the public on a daily basis, personal hygiene is a requirement. Employees should ensure their personal hygiene will not be offensive to others around them. This includes but is not limited to – scented body products, perfume/cologne, oral hygiene, and body odor. Specific dress codes vary based on the position held and whether the job requires the use of a uniform, safety equipment, or safety footwear.

In departments where uniforms are required to be worn, all employees are expected to wear the uniform according to departmental policy. All uniforms are expected to be kept neat and in good condition. Depending on the department an employee is assigned to, the City may furnish a uniform.

Employees who do not regularly meet with the public should follow basic requirements of safety and comfort, but should still be as neat and business-like as working conditions permit.

Administrative employees who deal with the public are expected to dress in a manner that is professional and that projects a positive image for the City.

Employees are required to adhere to the following guidelines.

1. Clothing should be worn and fit in such a manner that it does not expose the abdomen, chest, or buttocks areas.
2. Clothing should be free of sexually related references, foul language, or messages that suggest or promote the use of illegal drugs or alcohol.
3. Body piercing jewelry will only be worn on the ear. No other areas of the body should be visible with body piercing jewelry.
4. In keeping with a professional image, visible tattoos shall not be obscene as determined by the Department Head or designee.
5. Employees may not wear halter tops, beachwear, t-shirts (without City logos), sports jerseys, shorts, spandex or other form fitting pants, work-out attire, or distracting, offensive, or revealing clothes on any day of the work week.
6. The Department Head or designee may choose to authorize a particular day or day of the week during which casual clothing may be worn. On designated casual days, employees may wear sports jerseys or shirts and blue jeans that are not overly worn, torn, or tattered.

An employee who does not meet the standards of this policy will be subject to corrective actions, which may include leaving the work location to correct the dress code violation. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy may be cause for disciplinary action.

B. POLITICAL ACTIVITY

Political Activities and Elections Policy

The City recognizes that all employees have a civic duty to vote for candidates and issues of their choice, as well as the right to support those candidates and issues through personal efforts and volunteer contributions. However, these activities must not be conducted during working hours or at the City's expense. Employees will not face coercion, intimidation, or threats of reprisal due to their political activities.

Employees scheduled to work during polling hours will be granted sufficient time off to vote. Those intending to run for elected office must notify their Department Head, who will forward the notification to the Human Resources Department.

Running for Office

Any City employee running for elected office must request leave at least 30 days prior to announcing their candidacy, which may include vacation leave, personal leave, compensatory time, or leave of absence without pay while actively campaigning to avoid the appearance of any conflict of interest with duties as a City employee. Sick leave cannot be used for this purpose.

The Mayor may grant a leave of absence, effective upon the employee's announcement for office. If granted, the leave of absence shall begin at the time the employee announces their candidacy and shall continue for the duration of the campaign.

Winning an Office

An employee who successfully wins an elected office is eligible to return to their City position until they are duly sworn in, unless a conflict arises with their duties as a City employee. In the event of a conflict, the employee must resign from their City position effective immediately.

Losing an Office

An employee who is unsuccessful in their bid for public office may return to their position according to the conditions of the approved leave.

Sanctions

If an employee engages in activities that create a conflict with their office assignment, they may face disciplinary action, including dismissal, as determined by their immediate supervisor, who will make a recommendation to and seek approval from the Mayor and Board of Aldermen.

Prohibited Activities

City employees are prohibited from using their office or position for any political purpose, including but not limited to:

- Influencing elections or nominations.
- Requiring or advising other employees to make political contributions.
- Using political influence in connection with their employment status.
- Engaging in political activities that interfere with work responsibilities or harm constructive working relationships.

Additionally, any political activity while on duty is strictly prohibited. This includes, but is not limited to, soliciting or receiving political contributions, campaigning for candidates, driving city vehicles, wearing city uniforms, and wearing or displaying political affiliations (e.g., badges, buttons, or signs) on their person or on City property.

C. PHONE CALLS

The use of City phones for personal reasons should be kept to a minimum. Occasional personal phone calls are permitted so long as they do not interfere with the normal routine of business and last no more than five minutes each.

D. GARNISHMENTS AND ATTACHMENTS

Garnishments and attachments create an administrative burden on the City. For this reason, they are looked upon with disfavor and recurrences may result in disciplinary action.

E. PERSONAL FINANCIAL

All employees are expected to meet their personal financial obligations promptly so that creditors will not have to ask for the City's assistance in collecting amounts owed to them. In the event that a garnishment or similar proceeding is instituted against an employee, the City must deduct the required amount as specified by law from the employee's paycheck. Compliance with writs of garnishments and similar orders imposes an administrative and financial burden on the City. Additionally, the failure of an employee to meet his or her financial obligations does not reflect favorably on the City and frequently may cause an adverse effect on the employee's job performance.

No employee will be subject to any disciplinary action for garnishments(s) for any single indebtedness. However, garnishments for more than one indebtedness may result in disciplinary action up to and including termination.

Disciplinary action will not be taken for any wage attachment or garnishment resulting from:

1. Any order for the support of any person issued by a court of competent jurisdiction or in accordance with an administrative procedure, which is established by state law, which affords substantial due process, and is subject to judicial review.
2. Any order of any court of bankruptcy.
3. Any debt due for any state or federal tax. Or,
4. Any garnishment or similar proceeding for which the City does not have to begin deductions because the employee obtains a release prior to the commencement of deductions.

Once payroll deductions are completed for a garnishment or wage attachment through either deduction of the full amount or a duly executed release stopping the deductions, the employee's record will be considered as clear if no further garnishments or wage attachments are received within a twelve (12) month period. However, if additional garnishments are required to be honored within twelve (12) months after cessation of payroll deductions, the employee may be subject to disciplinary action.

Normally, disciplinary action will be as follows:

- A. Second incident—Verbal warning (to be documented in personnel file);
- B. Third incident— Written warning, and;
- C. Fourth incident— Suspension without pay or Termination.

All discussions and any disciplinary actions as a result of this policy will be handled by the Human Resources Director to ensure the confidentiality and privacy of the employee's information. The City reserves the right to review violations of this policy and may, based on the circumstances, deviate from the disciplinary actions specified above. Such deviation will not be considered as modifying this policy or setting any precedent for other cases.

Questions regarding this policy should be discussed with the Human Resources Director.

F. CITY VEHICLES

POLICY:

The purpose of this policy is to define and describe the usage parameters by City employees related to the operation of vehicles owned by the City of Starkville.

It is incumbent upon all operators of City vehicles to follow all motor vehicle laws and rules of the road, and to operate City owned vehicles in a safe and courteous manner. It is recognized that this policy may not cover all instances and examples of acceptable vehicle usage. In cases not specifically covered in this policy, the employee is responsible to utilize common sense and seek clarification from his or her immediate supervisor, Department Head, or the Human Resource Director.

Failure to adhere to all aspects of this policy may result in the employee being held personally responsible for damages, and may result in disciplinary actions up to and including a recommendation for termination.

DRIVER'S LICENSE REQUIREMENTS:

City of Starkville employees operating City owned vehicles, or operating rental or other vehicles while on City business, must adhere to the following:

- Be at least eighteen (18) years old with a current valid state issued driver's license.
- Shall report any moving traffic violation received while operating a vehicle for City business to his or her department head in accordance with the City's Accident Reporting Procedures as detailed within the Employee Policies and Procedures Handbook. (Random driving record audits will be performed to ensure employees who are assigned vehicles maintain safe driving practices.) And,
- Shall report the loss of license in writing immediately to his or her department head if required to drive a motor vehicle in connection with City employment when driver's license is suspended, canceled or revoked for any reason (i.e., DUI, excessive traffic violations, etc.) Driving privileges of City vehicles will be immediately revoked upon receiving a conviction that includes driver license suspension or revocation.

The department head shall forward any notification of traffic violation or driver license suspension or revocation to the Human Resources Department immediately. Loss or suspension of a driver's license by an employee whose essential job function includes operating a motor vehicle may result in reassignment or possible termination from employment.

ASSIGNMENT OF CITY OWNED VEHICLES:

- A City owned vehicle may be assigned to an employee when deemed necessary and cost effective to carry out the daily functions and responsibilities of a particular job or position.
- A vehicle assignment will be a determination by the department head, and if necessary, by the Mayor.
- Once a vehicle assignment has been made to an employee all applicable state and local laws shall be followed.
- Vehicle assignments to individuals will be reviewed annually during the month of January, or when deemed necessary by each respective Department. Department Heads will maintain a vehicle assignment list to include: The employee's name, the vehicle number, make, model and mileage.

FUEL PURCHASES:

- Each City owned vehicle shall have a specifically assigned fuel purchase account card and corresponding Driver Identification Number (DIN) for that employee. The DIN should not be shared with anyone.
- Corresponding cards and DINs shall be used for the assigned vehicle and shall not be used for other City owned vehicles or personal vehicles.
- Only regular octane gasoline and/or diesel fuel may be purchased with a fuel purchase account card. Accurate odometer/vehicle mileage readings must be included with each transaction.
- Random departmental and individual audits of fuel purchase accounts may occur at any time without prior notice. Misuse of fuel purchase account cards may result in employee disciplinary action, not limited to loss of vehicle privileges and/or criminal prosecution.
- Any deviation from the fuel account card policy due to problems incurred while purchasing fuel must be approved by the department head and must be appropriate for the vehicle.
- NOTE: The miscellaneous purchases card shall not be used for vehicle fuel purchases. This card may be used to purchase fuel for small engines or fuel containers for city owned equipment. Misuse of the miscellaneous purchases card may result in employee disciplinary action, not limited to loss of vehicle privileges and/or criminal prosecution.
- Employee is subject to pay for lost or replacement fuel purchase cards

TAKE-HOME POLICY:

- The City's primary interest in controlling take-home vehicles is to achieve a balance between the need to provide staff with a means to perform their job functions and the need to demonstrate the prudent use of public resources by minimizing unnecessary costs, liabilities, and public perception associated with take-home vehicles.
- Take-home vehicles shall be assigned by the Department Head to City employees when determined it is reasonable and necessary for said employees to fully discharge their duties for the City and when such use would be for the benefit and best interest of the City.
- All employees (except for the Police Department), assigned a take-home vehicle shall live within the City limits unless granted a specific exemption by the Mayor.
- Any employee on annual leave or other available leave exceeding three (3) days shall not keep possession of the take-home vehicle during such extended leave. The vehicle shall be parked in a secure location on City property as noted by the employee's supervisor.
- Employees may take a City owned vehicle home for one night when attendance at an off-site meeting takes place after or prior to normal working hours subject to approval of the Department Head or designated representative.
- City owned vehicles must be parked off the street at the employee's home. (i.e., driveway or garage). City owned vehicles may not be parked temporarily during the day or overnight at bars, restaurants, nightclubs, or other recreational locations without specific authorization from the Department Head or his/her designated representative.

PERSONAL USE:

- All City owned vehicles shall be used for official City business only. Take-home vehicles may not be used for incidental personal use once an employee has arrived at his or her place of residence with the vehicle after working hours. Upon permission by a Department's Standard Operating Guidelines and approved by the Department Head, a City vehicle may be used for incidental personal use under the following conditions:
 - The incidental personal use must be within one mile of the most direct route of the official business.
- Violations of the personal use policy will result in loss of vehicle privileges and is subject to disciplinary action in accordance with the City of Starkville Personnel Manual.

REVOCATION OF TAKE-HOME AUTHORIZATION:

Take-home authorization may be revoked for reasons that include, but are not limited to, the following:

- Failure to comply with the provisions of this policy or when violating the city travel policy.
- A change in job assignment, duties, or responsibilities such that a take-home vehicle is no longer justified.
- In the event that the employee has had two (2) accidents in a city vehicle within a twelve-month period and found to be at fault/avoidable.
- The employee fails to maintain a valid driver's license.
- The employee is placed on workers' compensation, or under medical care in which driving is not permitted.
- The employee has violated the City's drug/alcohol policy.
- As a result of disciplinary action.
- It is in the best interest of the City of Starkville as determined by the Department Head.

ADDITIONAL REQUIREMENTS:

Each employee assigned a City owned vehicle must comply with the following additional requirements:

- City owned vehicles are permitted to transport non-employees for City Business.
- Only City employees are authorized to operate City owned vehicles. Unauthorized person(s) shall not operate a city owned vehicle except in exceedingly rare cases of emergency.
- City owned vehicles are to be used as necessary to conduct business in the city and its operations. Employees shall not operate city owned vehicles for the purpose of conducting private business or any other personal use.
- Employees shall not operate assigned vehicles in such a way as to cause public criticism or nuisance. This includes proper vehicle parking when not in use.
- All vehicles shall have the proper identification markings as per state statute.
- Seat belts shall be used by the driver and any passengers at all times. It is the responsibility of the driver to ensure all passengers use seatbelts when the vehicle is in motion.
- Employees are prohibited from talking or texting on cell phones while operating a City owned vehicle unless using a hands-free device.
- Employees are prohibited from using all tobacco products/e-cigarettes while operating a City owned vehicle.
- Employees are prohibited from operating a City owned vehicle while under the influence of alcohol or any substance that may inhibit the ability to properly operate a vehicle.
- Employees must check oil and tire pressure on a regular basis. Follow procedures for reporting vehicle maintenance needs. Wash the exterior of City owned vehicles as needed. Interiors of vehicles shall be kept clean at all times.
- City owned vehicles shall not idle for longer than five (5) minutes. If a vehicle is stationary for more than five (5) minutes (other than waiting for traffic), the vehicle

shall be turned off. It is understood that vehicles used for emergency purposes (i.e. Police, Fire) may idle for periods longer than five (5) minutes.

- Vehicles should not be driven over the speed limit. It is understood that vehicles used for emergency purposes (i.e. Police, Fire) may have to be driven over the speed limit in compliance with emergency operating procedures.
- When cargo, materials or tools are being transported, the vehicle operator is responsible for assuring all items are properly secured.
- When parked, vehicles should be locked. All city owned items and other valuables inside the vehicle should be placed out of sight whenever possible.

REPORTING OF ACCIDENTS AND DAMAGE:

In the case of an accident involving any level of damage, the employee driving the City owned vehicle shall immediately notify his or her supervisor. When the accident involves another vehicle or an injury the appropriate law enforcement department shall be notified to obtain a full accident report. Employees involved in vehicle accidents in a city vehicle may be subject to alcohol/drug testing.

Accidents found to be driver negligence may follow the below disciplinary actions:

- **1st accident with \$1000.00 or more damage: subject to progressive discipline and payment of City's insurance deductible or cost of damage (whichever is lesser).**
- **2nd accident within 12 months of last accident: subject to 1st accident discipline and 5 days without Pay.**
- **3rd accident within 12 months: subject to preceding accident discipline and/or up to termination of employment.**

ALTERING VEHICLES:

- City owned vehicles shall not be altered in any way without first obtaining written approval of the appropriate Department Head to include, but not limited to: audio equipment, window tinting, lights, changes to the engine/performance of the vehicle, etc.
- No city owned vehicle shall have any personal stickers, signs, flags, or any other similar attachment placed on or affixed to the vehicle.
- Vehicles must be affixed with the city or department current logo. Any tampering or removal of the logo will result in disciplinary action. Logo requirements shall not pertain to unmarked police vehicles as designated by the Chief of Police.

INTERNAL REVENUE SERVICE REPORTING REQUIREMENTS:

For employees who fall within the provisions of the Internal Revenue Code, the City shall comply with the Internal Revenue Service's regulation regarding the reporting of income. The employee is responsible for complying with all IRS regulations and any other regulatory requirements regarding employer provided vehicles. Go to www.irs.gov for more information.

G. VOICE RECORDERS

It is the policy of the City of Starkville that no City employee shall record a conversation, electronically or otherwise, without first making the fact clearly known to the other employee. The sole exception to this rule is that as part of a criminal investigation and with the authority of the Chief of Police conversations may be recorded for the purposes of criminal investigation.

H. SOLICITATION

In order to avoid interference with work, the City has adopted the following procedure with respect to solicitation and distribution.

It is the policy of the City of Starkville that no employee of the City of Starkville involves the City's name or its resources, directly or indirectly, in fundraising without prior consent of the specifics of each activity by the Department Head and Mayor.

Solicitation of one employee by another employee for membership, contributions, funds or other purposes, while either employee is on working time is prohibited, unless approved by the Mayor. Working time refers to that portion of the workday in which the employee is performing actual job duties.

Distribution of printed or written literature of any kind on City or client property is prohibited, except in non-working areas during non-working time. Working areas refer to where work is actually performed.

I. TOBACCO POLICY

The City of Starkville is committed to promoting a healthy environment for its staff and visitors without the hazards associated with tobacco products.

In keeping with the City of Starkville's intent to provide a healthy, comfortable, and productive work environment for its employees, effective February 1, 1998, and amended on September 15, 2009, smoking and the use of tobacco products is prohibited throughout all City of Starkville offices and buildings and vehicles.

The Policy on Smoking and use of Tobacco Products applies to employees during working hours and to the general public when they are on City property.

This policy applies equally to all City employees, clients, contractors, and visitors.

The use of tobacco and non-tobacco products designed and used as a substitute for a tobacco product, including but not limited to cigarettes, cigars, pipes, electronic cigarettes (e-cigarettes), vaporizing devices, smokeless tobacco, snuff, and chewing tobacco is prohibited in any enclosed areas of City buildings. This includes, but is not limited to, common areas, hallways, meeting rooms, offices, restrooms, parking lots, all City-owned adjacent property, City vehicles and equipment, as well as any area enclosed by garage type doors on one or more sides when all such doors are completely open.

Tobacco users are responsible for ensuring that all tobacco activity, including the lighting and discarding of cigarettes, takes place at least fifty (50) feet from the doors, windows, and ventilation systems of City of Starkville buildings to avoid infiltration of smoke into the buildings and only during approved break or lunch periods.

The success of this policy depends on the cooperation and thoughtfulness of smokers and non-smokers. All employees are responsible for adhering to and enforcing this policy.

Appropriate signage indicating the City's smoke-free policy will be posted in all City buildings and vehicles.

All materials used for tobacco, including cigarette butts and matches, should be extinguished and disposed of in appropriate containers. Violators of this policy are subject to disciplinary action.

Any complaints of City employees violating this policy shall be made with the employee's immediate supervisor or the Department Head.

J. PERSONNEL/HUMAN RESOURCES RECORDS

Personnel records for each employee are kept on file and maintained in a secure manner by the Human Resources Department. The Human Resources Department will maintain employee files containing employment and work history, and records of personnel actions.

In order to keep City personnel records up-to-date, employees must notify their supervisor and the Human Resources Department within ten business (10) days (by completing the appropriate forms) of any change of: name, address, telephone number, marital status, military orders, beneficiaries, dependents, completed education/training, or information for income tax withholding.

The accuracy of these records is particularly important in the case of mailing checks, W-2 forms, insurance payments, sick and accident benefits, etc.

K. BULLETIN BOARDS

City bulletin boards are maintained at numerous locations around City facilities. Each employee is urged to watch the bulletin boards for notices. Cooperation is needed in protecting the posted material. Any additions or changes to materials posted on the City's bulletin boards must be approved in advance by the Department Head in charge of the facility at which the bulletin board is located. Employees with complaints about the management of a bulletin board should notify the department head. These complaints may include obsolete notices or cluttered boards.

L. NEWS RELEASE

1. The Mayor will need to be notified of all press releases and conferences.

2. It shall be the policy of the City of Starkville to assist newspapers, radio, television, and other news media in gathering news that is related to City affairs.
3. Every effort will be made to release current information without partiality. Information will not be withheld or delayed in order to favor any particular news media, representative, or agency. Official records of the City, to include such items as budget information, Board of Aldermen minutes, etc., will be open for inspection to representatives of the press or other news media. In no case will personnel records be made available to members of the news media by the City.
4. Police records, i.e., accident reports, crime reports, and arrest reports, should be made available subject to the limitations imposed by the Federal Privacy and Security Laws. The Police Department, subject to the express authority of the Police Chief, and within the limitations of the Federal Privacy and Security Laws, the Mississippi Code, and rules of the court, may release information relative to on-going police investigations or matters of interest. At no time shall a press release take precedence over the primary role of the Police Department, this being law enforcement.
5. Any member of the City staff may release factual information that falls within the scope of his or her responsibility. For example: a police patrolman may release information relative to an accident he is investigating.
6. At no time will any employee of the City other than the Mayor or any Alderman make any statement to the news media relating to City Policy.
7. If the information requested pertains to policy within a department and only that department, the department head, and only the department head, will be authorized to release such information. In the event the department head releases information of a policy nature pertaining to his or her department, he or she must notify the Mayor immediately after releasing such information. It would be to the advantage of the department head to discuss matters of policy with the Mayor before releasing any information to the media, if at all possible.
8. Departments having news columns in local newspapers must provide the Mayor and the Board of Aldermen with a copy of the release for their information.
9. During periods of major news happenings of extended durations, such as floods, riots, civil disorder, etc., the City Clerk's Office will receive and furnish copies of all reports pertaining to the incident to the news media.
10. The Chief of Police or his designate will be responsible for issuing news releases pertinent to traffic fatalities to the news media. Names of those involved in fatalities will not be released until the next of kin have been properly notified. Cooperation of the media should be requested in these instances. Consideration should be given to the deadline of various forms of the media in the release of the names of victims of traffic fatalities or other fatalities that may be of interest to the media.
11. All employees shall be briefed by their respective department heads upon employment of this standard operating procedure (SOP) and it shall be the responsibility of each department head to ensure that their subordinate employees are familiar with this policy at all times. This is particularly true if employees other than department heads are mentioned in the above SOP.

M. TECHNOLOGY USE AND EXPECTATIONS and SOCIAL MEDIA

The City of Starkville provides access to network resources and the Internet to help you do your job and be well-informed. The facilities that provide access represent a considerable commitment of resources for telecommunications, networking, software, storage, etc. This Technology Acceptable Usage Policy is designed to help you understand the expectations for the use of those resources in the particular conditions of the Internet, and to help you use those resources wisely.

Computers, the Internet, e-mail, and other technology should be used to maximize the City's efforts in serving its citizens. It is every employee's duty to use the City's computer resources and communication devices responsibly, professionally, ethically, and lawfully. All employee correspondence in the form of electronic mail, social media, including computers, computer files, software, Internet access, voice mail, texts, and other communications are public records under the Mississippi Public Records Act and may be subject to public inspection under the law.

Use of City owned technology is a privilege that may be restricted or revoked at any time. Users expressly waive any right of privacy in anything they create, store, send, or receive using technology and consent to allowing the City to access and review all materials users create, store, send, or receive using technology.

Material that is, or could reasonably be regarded as, derogatory or discriminatory on the basis of age, sex, race, color, religion, disability, national origin, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status, or any other protected basis in accordance with applicable federal, state, and local laws, or is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful may not be sent, displayed, or stored by any method of City owned or approved technology.

All City employees are expected to follow the rules, regulations, and procedures outlined in the Internet Usage Policy. Employee violations of any of the provisions outlined in this policy and/or the Internet Usage Policy Technology Use Manual may be subject to disciplinary action.

Social media is a popular platform that is utilized by a significant portion of the population. Individuals have essentially unlimited access to these platforms through smart phones and other connected devices. The ability of staff members to instantly post highly visible comments on these platforms has the potential to create negative implications for the government entities.

Municipalities must consider that the demarcation of private and public expression by their employees is blurred through social media. Historically, public employee comments regarding government outside the workplace would be interpreted as their own. Now, government employees' comments on Instagram, TikTok, Twitter(X), Facebook, and other forms of social media could be interpreted as official government speech.

Purpose

The purpose of this policy is to address non-official city government personnel use of personal social media during and after working hours. The city respects the legal rights of its employees to use their own devices and time to express their opinions through social media, but also must clarify that responsibilities of municipal employees do not always end with their work day. The city is committed to the appropriate use of social networks for business purposes. Likewise, the city recognizes that its employees participate in social networks for personal reasons.

The city therefore establishes the following policies and guidelines for the use of social networks, whether the social networks are accessed within or outside of the workplace. The city has an overriding interest and expectation in deciding what is “spoken” on behalf of the City-on-City social media sites.

Definitions

For purposes of this policy, “social media” is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, blogs, Instagram, TikTok, YouTube, Twitter (X), LinkedIn, and Flickr.

For purposes of this policy, “comments” include information, articles, pictures, videos, or any other form of communicative content posted on a City of Starkville social media site.

Use of City and Other Social Network Sites for City Purposes

The city authorized, sponsored, or affiliated blogs or other social network sites are used to: convey information about city services; advise citizens about updates; obtain customer feedback; reach out to potential new markets; raise awareness; issue or respond to breaking news; respond to negative publicity; and discuss City and department specific activities and events.

Personal Use of Social Media

The following policies and guidelines apply to employees’ use of social network sites for personal reasons (i.e., not on the City’s behalf):

1. In general, what a City employee does on his/her own time is his/her own business, but the responsibilities of a City employee do not always end when the employee is off the clock. Employees may choose to personally participate in social networking sites. These accounts must remain personal in nature and be used to share personal opinions or non-work-related information. This helps ensure a distinction between sharing personal and organizational views.
2. In addition, employees should never use their government e-mail account or password in conjunction with a personal social networking site. If employees identify themselves

as a city employee on social media platforms, then they should indicate that views expressed on that platform are not official views of the City.

3. Employees who use social network sites (whether City or non-city) for personal, rather than business, reasons are prohibited from representing or suggesting that their posts are approved, sponsored or authorized by the City, or that they are speaking on the City's behalf or on behalf of any City client or business affiliate.
4. Employees must use City-owned computers and electronic devices (including iPads and smartphones), City-licensed software, and other electronic equipment and facilities primarily for business purposes. Incidental use for personal social networking during work time is not permissible. Personal use will consume more than an insignificant amount of time and resources that could otherwise be used for business purposes, and would interfere with employee productivity that will preempt any business activity.

Personal Responsibilities & Ethics when using Social Media

1. Employees are personally responsible for the content they publish on blogs, social media networks, or any other form of user generated content.
2. Employees identifying themselves (directly or indirectly) on social network sites as employed by or affiliated with the City or a City client or business affiliate are prohibited from engaging in conduct on social network sites that is inconsistent with the City's values in such a way that it could damage the reputation of the City or City clients or business affiliates and/or contribute to an unsafe environment for City employees, business affiliates, or the public.
3. Employees therefore cannot use social media to harass, threaten, discriminate or disparage against employees or anyone associated with or doing business with the City. Employees must use social network sites in a manner that complies with all applicable City policies, including but not limited to Policy against Sexual Harassment and Other Workplace Harassment and Policy Regarding Violence in the Workplace, regardless of whether the site usage occurs inside or outside the workplace.
4. Employees utilizing social media for personal use shall not use the City's official city marks nor should they use the City government's name to promote or endorse any product, cause, or political candidate.
5. If an employee is contacted by the media or the press to provide a comment on the City's behalf, the request must be channeled through the Communications Officer, Department Head or the City Clerk.

Monitoring

- A. The City reserves the right to monitor comments and/or discussions about the City, its business, and services, as well as related topics that are posted anywhere on all types of openly accessible Internet sites regardless of who posted the comments or participated in the discussions and those individuals' or entities' relationship to or with the City. City

employees should have no expectation of privacy with regard to any such comments or discussions on these public locations.

- B. The City also cautions that employees should have no expectation of privacy while using City equipment (including City-owned computers and electronic devices like iPads and smartphones) and facilities for any purpose, including social networking and incidental personal use as provided in Section #4 above. The City reserves the right to monitor, access and disclose information posted or exchanged on social media sites by employees using City hardware or software. The City also reserves the right to use content management tools to monitor, review, and block content on City social network sites that violates the City's Social Networking Policy and other policies or guidelines.

Reporting Violations

Employees should report violations of the City's Social Networking Policy to their supervisor, the next level of management, or to Human Resources.

Compliance

Employees who do not comply with these policies are subject to disciplinary action consistent with the personnel manual.

Retaliation against any employee (or other person) for reporting a violation of this Policy or for assisting in an investigation related to this Policy is prohibited. Anyone engaging in retaliation will be subject to disciplinary action, up to and including termination.

N. DRIVER'S LICENSE AND DRIVING RECORD (MVR) FOR EMPLOYEES ASSIGNED TO OPERATE CITY VEHICLES OR EQUIPMENT

Certain jobs within the City of Starkville require the employee to operate City owned vehicles or motorized equipment. Any employee assigned to such a job, or any employee who may be asked to operate a City vehicle or motorized equipment including but not limited to tractors, graders, backhoes, etc., must have a valid Driver's License and an acceptable driving record (MVR). This is required for coverage under the City's insurance policy. By accepting a job requiring operation of City vehicles or equipment or by accepting an assignment to operate City vehicles or equipment, the employee agrees to compliance with these requirements and conditions.

The attached MVR Criteria defines an unacceptable driving record.

Employees must furnish the Personnel Office a copy of their valid driver's license. Upon any change in license or renewal of license, the employee shall furnish the Personnel Office an updated copy.

Driver's license and MVR checks will be performed as a screening process for applicants for positions requiring operation of City vehicles or equipment. Such checks will also be done for any employee who may be asked to operate City vehicles or equipment even though such operation may not be a requirement of the classification.

Employees who fail to maintain a valid driver's license and/or acceptable driving record may not be assigned to or remain in a job classification that requires operation of City vehicles or equipment.

It is the employee's responsibility to promptly report any failure to maintain a valid driver's license or acceptable driving record. Failure to report these matters may lead to disciplinary action up to and including termination of employment. Any employee in a job classification requiring operation of City vehicles or equipment who fails to maintain a valid driver's license and/or acceptable driving record will be removed from the classification. The employee may be assigned to a different job classification if an opening exists in a classification that does not require vehicle or equipment operation. If no such opening exists, the employee may choose to resign their employment or face possible recommendation for termination of their employment based on their inability to meet the required job duties.

In any case where failure to maintain a valid license and/or driving record is a part of a disability as defined and covered by the Americans with Disabilities Act, then reasonable accommodations will be evaluated and provided where applicable.

It is the responsibility of the Department Head and the Personnel Office to ensure the employee's compliance with these requirements. To ensure such compliance and to protect the City from undue liability, the following guidelines will be used:

1. The City will check the validity of the driver's license and the driving record annually.
2. The City may check the validity of the driver's license and the driving record at any time any reasonable suspicion arises concerning the validity of the license or the acceptability of the MVR. Cases involving reasonable suspicion will be documented and submitted to the Personnel Office in writing. Supervisors and Managers are prohibited from requesting checks without reasonable suspicion.

MVR CRITERIA CITY OF STARKVILLE

An unacceptable driving record will include one or a combination of the following:

- One (1) or more major violations.
- Three (3) or more incidents (at-fault accidents or minor violations)

Violations occurring in excess of three (3) years prior to the date of the MVR check will not be considered in evaluation of the driving record.

Major Violations

- DUI or other alcohol or drug-related violation
- Failure to stop and report an accident
- Attempting to elude an officer of the law
- Murder or assault with a motor vehicle
- Negligent homicide
- Driving with a suspended or revoked drivers' license
- Reckless driving
- Speed contests, drag or highway racing

- Possession of an opened alcoholic beverage container
- Major speeding conviction (20 mph over posted speed limit).
- Hit and run

Minor Violations

- Minor speeding violation (less than 20 mph over the posted speed limit)
- Driving too fast for conditions
- Careless or inattentive driving
- Unsafe lane change
- Failure to stop or yield the right of way
- Improper passing
- Following too closely
- Any standard moving violation that does not fall into the major violation category

O. CITY EMPLOYEE TRAVEL POLICY

This policy is adopted to comply with the Office of the State Auditor requirements for Official Travel and Travel Advances found in the Municipal Audit and Accounting Guide.

The City of Starkville provides reimbursement to City employees who are required to travel on City business. It is the policy of the City to reimburse employees/officials for the reasonable expenses incurred when attending an authorized meeting, training, or conference. Departments must ensure that the Reasonable Cost method is issued for approval and reimbursement for these events.

1. Pre-approval by the Board of Aldermen is required for all out-of-state travel by elected officials or municipal employees traveling on city business, if the cost of such travel exceeds \$2,000. The cost of the travel is to be determined on a person-by-person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.
2. Pre-approval by the Board of Alderman is required for all overnight travel for city designated purposes by municipal employees whether in-state or out-of-state, if the cost of such travel exceeds \$2,000. The cost of the travel is to be determined on a person-by-person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.
3. In the rare event of an emergency situation or a matter of critical significance to the city where it is impossible to secure the pre-approval of the Board of Aldermen for such travel that exceeds the aforementioned \$2,000 amount, any such required travel may be approved by the Mayor or, in his/her absence or unavailability the Mayor Pro-tempore, and if any such travel approval is granted, the Board of Aldermen shall be notified that such has occurred and the matter explained at the next scheduled board meeting to include authorization for the reimbursement of expenses incurred.
4. Any request for in-state or out-of-state travel where advanced pay will be requested will be provided to the Board with the details of the travel provided with the specificity as required and in accordance with the applicable state instructions. The applicable state statute §25-3-41 will be incorporated by reference into this travel policy. No per diem

allowance shall be made for regular meals provided as a part of the registration cost for the official event, or if the hotel includes complimentary breakfast, whether or not the employee partakes of the meal provided.

5. In accordance with the past and accepted practice, the Board of Alderman authorizes an additional vicinity travel amount up to twenty-five (25) miles per day for any trip that necessitates such travel to and from the sites in conjunction with the purpose of the trip and that is part of a travel request approved by the Board. Where such travel deviates by more than the above-described mileage, those requests for modifications for accommodations and travel expenses must be approved by the Board of Aldermen. Such requests shall reflect either a cost savings to the city or an equivalent cost before it will be considered by the Board for approval. In all cases the state travel reimbursement guidelines will be followed.
6. Travel expenses and/or advanced travel expenses will be reimbursed in accordance with the Department of Finance and Administration (DFA) maximum meal reimbursement amounts and the mileage rates in effect as of the time that the travel occurred.
7. Travel advances may be made with the prior approval of the Board of Aldermen. This approval is to be contingent upon:
 - Compliance with the rules and regulations of the Office of the State Auditor
 - Compliance with the Department of Finance and Administration's daily limits on expenditures for meals
 - Compliance with section 25-3-41, Miss. Code Ann. (1972)
 - Compliance with the City's requirements for the travel authorization and documentation

Travel advances must be accounted for within five (5) working days of the end of the month in which the official travel occurred. All travel advance money not used for travel related expenditures must be repaid to the municipality. The forms required must be completed and submitted to account for all money not refunded. Actual receipts must be provided for all travel expenses, except travel in personal vehicles. Any meals provided by other sources will be reflected in the per diem reimbursement.

Travel advances will include registration, hotel accommodations, and travel. Travel should be in a City vehicle when available. Meals will be reimbursed upon submission of receipts, not to exceed the daily limits as set by the MS Dept of Finance and Administration.

8. The Mayor, in the case of employees at the department head level or with department head status, and the department heads, in the case of departmental employees, is authorized to approve travel in accordance with the following dollar amounts. The Mayor is authorized to approve travel (inclusive of all costs, i.e. schools, airfare, meals, etc.) not to exceed \$2,000; department heads are authorized to approve travel (inclusive of all costs, i.e. schools, airfare, per diem, etc.) that does not exceed \$1,000.
9. The Mayor is authorized to travel in-state as conduct of their official duties require.

P. SAFETY

Your safety is extremely important. Your supervisors are responsible for ensuring that you have safe working conditions and equipment. However, being safe involves more than just having safe working conditions - it involves your participation. You must exercise safety awareness and the need to be constantly on the alert for unsafe conditions or any situation which may lead to an injury to you or your fellow employees.

- a. Safety awareness means you look out for yourself and the people working with you. You are expected to know and to observe all the safety rules relevant to your job and work area as reviewed with you by your immediate supervisor.
- b. Always exercise reasonable care while on the job.
- c. Become familiar with any emergency instructions posted for your work unit and with all of the exits for the area where you work. Report any unsafe conditions to your immediate supervisor or the Department Safety Coordinator.

Q. KEY POLICY

a. Purpose

The City of Starkville (COS) key control policy is established to promote a secure environment and maintain a comprehensive system for managing the dissemination of keys (including key fobs, hereinafter referred to as "keys") throughout the City. Maintaining key control is essential for upholding the integrity of security for grounds, offices, buildings, facilities, and vehicles. This policy outlines the procedures for the control, dissemination, use, security, and possession of keys to COS sites.

b. Ownership

Keys are the property of COS and may be recovered at any time.

c. Responsibility

The City Clerk's Office (for Sanitation, Fire, and City Hall departments), Department Heads (for Environmental Services, Airport, Police, Streets, and Utilities), and assigned designees are responsible for implementing and maintaining the COS key control system. Responsibilities include:

- Reviewing Key Request Forms, generally within three (3) working days.
- Authorizing and disseminating keys to COS grounds, offices, buildings, and vehicles.
- Maintaining records of keys issued, including the names of individuals, issue dates, return dates, and loss reports.

d. Managing key control for all COS vehicles, buildings, and sites, including limiting access and recovering keys.

e. Key Requests

Individuals may request and obtain authorization for keys to conduct COS work. Access may be limited to maintain security.

f. Key Request Process

To request a key, an individual should complete the Key Request Form and submit it to their manager for approval. The manager will then submit it to the appropriate authority (City Clerk's Office, Department Head, or assigned designee).

g. Prohibitions

Unauthorized fabrication, duplication, possession, or use of keys to COS property is strictly prohibited and constitutes a violation of this policy.

h. Consequences of Unauthorized Possession

Unauthorized individuals found in possession of COS keys will have the keys confiscated and will be removed from COS premises.

i. Manager Responsibilities

Managers must comply with the key control policy by:

- Reviewing assigned employees' Key Request Forms.
- Approving or denying requests for keys to high-security areas (e.g., Mayor's Office, Police Department, Electric Substations, Water Treatment Facilities).
- Issuing keys to new employees as needed after completing the Key Request Form.
- Ensuring all keys issued to departing employees are retrieved and returned to the appropriate authority.

j. Accountability

All individuals issued COS keys are responsible for their keys and must not transfer or loan them to others.

k. Key Receipt

Individuals must personally sign for their keys.

l. Disciplinary Action

Employees found in violation of this policy may face disciplinary action, up to and including termination.

Key Eligibility Criteria

Employees:

- Must request and receive keys for the duration of employment using a Key Request Form.
- Shall sign a receipt for any issued keys.
- Will return keys upon termination of employment to their supervisor or the applicable authority.
- Consent to periodic audits of issued keys.
- Must file an official Incident Report and complete a Key Request Form to request duplication of lost, stolen, or destroyed keys.

Contractors:

- Keys requested by contractors must be authorized by the City Clerk's Office, Department Head, or assigned designee. Contractors are responsible for all costs associated with recovering or re-keying unreturned keys. Final payments to contractors will be processed after the return of issued keys or reimbursement of key recovery costs.

Lost Or Stolen Keys

Report lost or stolen keys immediately to the City Clerk's Office, Information Technology Department, Department Head, or assigned designee, along with an Incident Report documenting the circumstances. No replacement keys will be issued until the Incident Report is completed and submitted.

Charges

- Employees are responsible for the cost of replacing lost or stolen keys.
- Key charges will be refunded if keys are found and returned within five days, unless expenses have already been incurred for securing the property.
- If an entire building or facility must be re-keyed due to a lost key, the City Clerk's Office or Department Head will determine the costs, which may be charged to the individual to whom the key was issued.

Compliance

Employees issued keys are expected to:

- Maintain keys necessary for their job duties.
- Return any keys that are no longer needed.
- Safeguard and secure keys at all times.
- Use only the keys issued to them unless prior approval is obtained.
- Avoid marking key chains that identify COS property.
- Refrain from marking keys in any way that indicates their access purpose.
- Understand that duplication of keys is strictly prohibited.
- Accept potential disciplinary action for lost keys.

R. REGULATIONS PERTAINING TO ASSIGNMENT, USAGE, CARE, AND RETURN OF CITY PROPERTY BY EMPLOYEES

Purpose: This policy outlines the procedures for the assignment, use, care, and return of property owned by the City of Starkville (City) to its employees. The goal is to ensure proper utilization and maintenance of City property while preventing abuse, neglect, or theft. This policy serves as a guide and is not intended to be exhaustive.

Definitions:

Property: Refers to any building, vehicle, furnishing, equipment, material, or supply that is leased or owned by the City or entrusted to its agents.

Guidelines For Distribution, Use, And Return of Assigned City Property:

- The City will designate an individual to oversee the assignment and maintenance records of City property issued and returned.

- Employees must sign a Property Issuance/Return Form, acknowledging receipt of assigned property and responsibility for its care. This may include policies related to uniforms, keys, etc.
- Completed Property Issuance/Return Forms shall be maintained in hardcopy or electronic format within the City's designated recordkeeping system. (It is recommended to avoid adding property records to HR roles. Upon leave or termination, the department remains responsible for communicating to HR about property due or missing for final pay withholdings.)
- Employees are expressly prohibited from using assigned City property for personal purposes without explicit, written permission from the Appointing Authority or their designee.
- Employees must maintain assigned City property in proper working condition, excluding normal wear and tear, and must report any lost, stolen, damaged, or malfunctioning property immediately to the Appointing Authority or their designee.
- The City reserves the right to seek reimbursement for lost or damaged property resulting from employee negligence or abuse.

Procedures For Reporting Lost, Stolen, or Damaged Property:

Employees must promptly report any lost, stolen, or damaged assigned property to their Appointing Authority or designated representative. Disciplinary action, up to and including termination and restitution, may be pursued per City policy.

Categories of Property: City property is classified as assigned, movable, tangible, purchased, or stationary:

Assigned Property: Items issued for exclusive use by an employee who acts as the custodian. This includes, but is not limited to:

- Electronic Devices: Laptops, tablets, smartphones, radios, videography/photography equipment, etc.
- Radios: Handheld, stationary, and vehicle-mounted radios, including those for first responders or non-public safety purposes.
- Vehicles: Cars, trucks, motorcycles, bicycles, heavy machinery, etc.
- Tools and Gear: Personal protective equipment (PPE), safety equipment, uniforms, City-issued weapons, etc.
- Miscellaneous: Identification cards, fuel cards, keys (and derivatives such as badges or fobs), etc.

Movable Property: Property accessible to multiple employees that can be easily removed from the worksite but primarily remains on City premises. Examples include:

- Equipment and Tools: Lawn mowers, generators, medical tools, etc.
- Office Equipment: Computers, printers, scanners, and other office equipment.
- Building Materials: Paint, lumber, janitorial supplies, etc.
- Miscellaneous: Landscaping materials, small appliances, etc.

Stationary Property: Fixed to a worksite or too large to be easily moved. Examples include:

- Furniture: Desks, tables, file cabinets, etc.
- Machinery and Equipment: Security cameras, large machinery, etc.
- Miscellaneous: Other immovable items.

S. TELEWORK

Introduction:

Telework is a flexible work arrangement. It is when an employee performs the duties and responsibilities of the position from home or another approved alternative worksite away from their regularly assigned work location.

Telework may be appropriate for some positions and employees, but not for others. It is not an entitlement or a benefit and does not change the terms and conditions of employment with the City.

Telework Eligibility Guidelines:

The City of Starkville considers telework to be a viable, flexible work option when operations, the position, and the employee are suited to such an arrangement. The arrangement must serve the needs of the Department and the City.

Position Eligibility:

Department Heads in consultation with Human Resources will consider and designate positions and duties, on a case-by-case basis, as telework eligible or telework ineligible. Position factors to consider can include, but are not limited to the following job duties and responsibilities, and not the job title:

- An employee must be employed with the City in their current position for no less than six (6) months prior to applying for a flexible work schedule;
- Require independent work;
- Require little in-person interaction;

- Require concentration;
- Result in specific, measurable work products;
- Can be monitored by output;
- Is not essential to the management of on-site workflow; and
- Contains duties that require immediate presence at the regular worksite for unscheduled events that can be managed by other means.

Employee Eligibility:

In addition to ensuring that the position is appropriate for telework, employee factors to consider can include, but are not limited to, the following employee work qualities and not the job title:

- Can work productively independently;
- Has a high rate of productivity consistently;
- Is self-motivated and flexible;
- Is knowledgeable about the job;
- Is dependable and trustworthy;
- Has high performance records;
- Is organized;
- Demonstrates the ability to prioritize work effectively; and
- Has effective communication with managers, coworkers, and clients.

When evaluating a telework request, departments should consider specific position requirements, impact on a team, employee performance concerns, and whether the employee can effectively perform the job duties of the position while teleworking. Additionally, departments must also determine that the proposed teleworking arrangement follows applicable regulations, policies, and laws.

Modifications to Telework:

Any deviation from the approved telework arrangement must be pre-approved by the employee's manager and Human Resources.

Any telework arrangement may be discontinued at will and at any time by the Department Head or Human Resources.

The time and attendance and leave policies apply to both telework and non-telework employees. Likewise, employees must account for time spent working and obtain approval.

When evaluating modifications to a telework arrangement, departments should consider specific position requirements, impact on a team, employee performance concerns, and whether the employee can effectively perform the job duties of the position as requested. Additionally, departments must also determine that the proposed modification follows applicable regulations, policies, and laws.

Procedures:

An employee in good standing who desires a telework arrangement submits an electronic or written request to their Manager and Human Resources.

Remote Work Requests for Medical Reasons:

Employees requesting a remote work arrangement due to a medical condition should be directed to Human Resources to discuss potential workplace accommodations in accordance with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

Telework Arrangement:

The Telework Arrangement must be completed before the employee may work from an alternate work site. The arrangement must also be approved by the department head and submitted to Human Resources for approval.

Managers, in consultation with the Department of Human Resources, may terminate the telework arrangement at their discretion and may give employees advance notice, when possible. Failure to follow policies, rules and procedures may result in the termination of the telework assignment and/or disciplinary action.

General Provisions:

1. Telework is initiated by the completion of the telework arrangement. Telework arrangements are executed with signatures by the employee, manager, and Human Resources.
2. An employee's compensation and benefits do not change because of telework.
3. Telework assignments do not change the conditions of employment.
4. Employees are required to comply with city policies, including the total number of hours that employees are expected to work. The employee must devote full effort to job responsibilities during scheduled work hours. Managers are responsible for monitoring and evaluating the work produced by the teleworking employee.
5. Non-exempt employees should be given specific work assignments to complete and guidelines on how to verify time worked (e.g., clocking into the timekeeping system, thereby setting "time stamps" on the beginning and end time of that work period.)
6. Telework for unplanned or temporary circumstances may be approved. The supervisor may exercise discretion in determining whether an employee can accomplish at least some part of his/her duties from the telework site in such a situation and when leave should be used. Unless a telework arrangement is already on file, one must be initiated

within one business day of the unplanned telework event. Telework is not intended to serve as a permanent substitute for resolving personal circumstances.

7. Employees must receive approval from their supervisor to temporarily and/or permanently shift their telework site to a different location from the one approved in the telework arrangement. Failure to comply with this provision may result in termination of the telework arrangement and/or appropriate disciplinary action. The temporary change should be in writing and handled as an addendum to the telework arrangement.
8. In the event of an outage (e.g., cable, power, etc.), employees should report to their central work location (e.g., City Hall, Starkville Utilities, etc.) or use their leave.
9. Employees must forward their city or personal phone to a reliable working contact number (e.g., Google chat, etc.), which will permit other city employees, customers, etc., to readily access them during scheduled work hours and be responsive to internal and external customers.
10. Departments may provide city-owned equipment and materials needed by employees to effectively perform their duties off-site. When the department is unable to provide these resources, the employee should supply his/her own equipment to perform work duties off-site. The City is not responsible for the cost, repair, or service of the employee's personal equipment, unless otherwise specified herein. Teleworkers using their personal equipment must comply with Information Technology Standard, Remote Access and Virtual Private Network Standard, and the security terms as stated in the Telework Arrangement policy.

Any employee who has City equipment agrees to protect such equipment in accordance with city guidelines.

11. The City is not responsible for operating costs, home maintenance, or other costs incurred by employees in the use of their homes as telework alternate work locations. Also, the City is not responsible for an employee's commute from one location to another.
12. Employees must safeguard City information used or accessed while teleworking and comply with all related information technology policies and standards, including required training and records management policies and standards. Employees may not disclose confidential or private files, records, materials, or information.
13. All files, records, papers, and/or other materials created while teleworking are the City's property and City officials may have access to any personal equipment used while teleworking, such as a personal computer, telephone, and internet records. A telework employee shall cooperate fully to assist when access to such personal equipment is required. A telework employee is required to work in a private location when handling confidential and/or sensitive information. The City may prohibit the telework employee from printing confidential information in telework locations to avoid breaches of confidentiality.

T. FLEXIBLE WORK POLICY

Overview

The City of Starkville values excellence in performance and is committed to providing eligible employees with the opportunity to have a balanced life where they are able to be their best selves both at home and at work. A range of flexible work options provide employees with this opportunity and allows the city to drive a flexible work culture across professional staff.

Department Heads/Supervisors have the initial responsibility for deciding which positions and employees are eligible for flexible work arrangements and decisions are made on a case-by-case basis taking into consideration the need of the department. Department Heads/Supervisors should use consistent, equitable practices when making decisions regarding flexible work arrangements to avoid any bias or perception of bias. Department Heads/Supervisors are encouraged to contact Human Resources with questions regarding the application of this policy.

Flexible Work Arrangements are a voluntary work alternative for some employees and some positions, but are not practical for all employees and all positions. No City employee is entitled to or guaranteed the opportunity to participate in a flexible work arrangement. Participation can begin and/or end at any time based on operational need, employee performance or behavior.

Types of Flexible Work Arrangements (FWA) available under this policy include:

- Variable Work Week (Flex) Schedule. Work schedules that are different than the department's standard operating hours, i.e., Monday through Friday, 8:00 a.m. – 5:00 p.m.
- Innovative (Compressed) Work Week. Allowing an employee to work longer hours in fewer days, e.g., four (4) days/ ten (10) hours per day or four (4) days/ nine (9) hours per day and one (1) day/ four (4) hours, etc.
- Temporary Flexible Time. A work alternative that provides the option of occasionally working from a virtual location (e.g., home or a different location) for part of the employee's assignment.

Eligible Positions and Employees:

Flexible work arrangements are open to full-time employees where it is operationally viable within their role for such an arrangement to be implemented.

Department Heads/Supervisors will analyze the length of employment along with the nature of a position and how the work is performed and determine which positions are appropriate to designate or approve for a flexible work arrangement. Examples of positions that may fit this category include, but are not limited to:

- An employee must be employed with City in their current position for no less than six (6) months prior to applying for a flexible work schedule;
- those that are computer-based;
- those that do not require the performance of in-person activities in a City location;

- and those that do not require a high level of coordination or collaboration with colleagues, or in-person interaction.

Eligibility of positions for flexible work arrangements (FWA) will be analyzed based on the needs of the department and the discretion of the Department Head/Supervisor. The duties, responsibilities and scope of an employee's position can accommodate the request. The quality, quantity, and timeliness of the employee's work must not be adversely impacted. The FWA does not adversely affect the services provided to the department or other operating units, co-workers or the public.

If an employee in an eligible position requests approval for a Flexible Work Arrangement, the Department Head/Supervisor shall determine whether the employee is eligible. In general, the following conditions must be met for approval of a flexible work arrangement:

- the employee has no active disciplinary actions in force;
- the employee has demonstrated the ability to work productively on his/her own.

Ineligible Positions:

The following positions are ineligible for Flexible Work Arrangements based on the job requirements and nature of the work:

- positions deemed essential that require physical presence at specific times;

There is no one-size-fits-all approach and not all types of flexibility will be available for every role and every individual. Flexible working options may also change, pause, or cease over time for many reasons, including operational ones. In these instances, alternative approaches may be discussed

Timekeeping:

Exempt Employees - Exempt employees are not covered by the overtime requirements of the Fair Labor Standards Act (FLSA). However, exempt employees will need to discuss specific scheduling arrangements with their supervisor, and have an approved agreement on file in human resources. No work schedule can be implemented that results in a full-time employee working less than 40 hours during the workweek.

Non-Exempt - Non-exempt classified employees must conform to any overtime, record-keeping, and meal break provisions of the Fair Labor Standards Act. Therefore, Department Heads/Supervisors must ensure accurate recording of hours worked. For non-exempt employees, Department Heads/Supervisors must pre-approve all hours to be worked in excess of 40 in any workweek. A flexible work schedule for a non-exempt employee should not result in overtime.

U. INCLEMENT WEATHER

Purpose

The City recognizes that severe weather such as snow, ice, flooding, or other hazardous conditions may make commuting difficult or unsafe. While the City prioritizes employee safety, it must also maintain essential public services.

This policy outlines responsibilities and procedures for all employees and leaders regarding attendance during adverse weather conditions. The Mayor determines whether to delay, dismiss early, or close City operations.

1. When the City Declares a Delay, Closure, or Early Dismissal

- The City will follow all applicable provisions of the Fair Labor Standards Act (FLSA).
- If City operations are closed, non-essential employees may stay home and may be compensated according to the City's Personnel Manual.
- Non-exempt employees who work during an inclement weather closure will:
 - Be paid for hours worked, plus up to eight (8) additional regular hours of pay.
- Employees who are on approved leave or not scheduled to work (e.g., on a day off) will not receive additional Inclement Weather Leave or pay.
- If a delayed start is announced:
 - Non-essential employees should use discretion when commuting.
 - Employees who are scheduled to work but choose not to report or leave immediately upon arrival must use Personal Leave or Compensatory Time (Major Medical Leave may not be used).
- Employees with approved telework arrangements are expected to work their regular hours and should not request leave for delays, dismissals, or closures.

2. When the City Remains Open During Adverse Weather

The City understands that weather conditions may vary across locations. Employees should not take unnecessary risks to commute.

- Employees unable to report, arriving late, or leaving early must:
 - Notify and obtain approval from their Department Head or Supervisor.
 - Use available Personal Leave, Compensatory Time, or Leave Without Pay, as appropriate.

- Major Medical Leave may not be used for this purpose.

3. Essential Services

Unless otherwise directed by the Mayor, the following employees are considered essential during inclement weather events:

- Certain Utilities and Street personnel (excluding office staff) for clearing roads.
- Necessary personnel to ensure public safety.

Department Directors must:

- Identify and notify employees of their essential or non-essential status.
- Ensure their departments comply with this policy.

SECTION VIII – COUNSELING, DISCIPLINE AND GRIEVANCE PROCEDURES

A. COACHING/COUNSELING

Supervisors are expected to provide timely and appropriate feedback to employees when performance tasks or behavior becomes a concern. This feedback is usually verbal, specific, and held in a confidential setting. If a pattern of poor performance continues, or if an employee is unaware or needs clarification of a procedure, policy, or process, the manager may document the concerns. The documentation is not considered to be discipline, but failure to make improvements or continued lack of understanding may require a Performance Improvement Plan (PIP) and/or will begin the Progressive Corrective Action Process.

A rule violation which reflects a work performance, conduct, or attendance problem may be the subject of a documentation. The objective is to communicate to the employee that a problem exists and develop effective solutions to the problem. The manager will maintain a copy of the documentation in the supervisor's departmental file and forward the original to Human Resources for inclusion in the employee's personnel file. If documentation is administered, the supervisor shall provide follow up documentation within six (6) months, to track progress and document performance improvement or continued areas for improvement.

Performance Improvement Plan (PIP)

The Performance Improvement Plan (PIP) is a proactive approach to identifying, analyzing, and addressing performance issues before they deteriorate to the point of necessitating

corrective action. The PIP is designed to facilitate constructive discussion between an employee and their manager and to clarify the work performance to be improved. A PIP is not a required part of the Progressive Corrective Action Process. A PIP may be used as a coaching tool for employees with performance concerns that do not warrant the Progressive Corrective Action Process, or may be used in conjunction with the Progressive Corrective Action Process if additional assistance is necessary in assisting the employee to meet performance objectives. The Human Resources Director or designee may be consulted in the development and implementation of a PIP as needed.

1. The PIP process should address performance discrepancies, provide the employee an opportunity to improve his/her performance, and monitor progress throughout the established improvement period.
2. The goals and objectives of the PIP should be measurable, specific, achievable, relevant, and time-bound.
3. While a PIP is in place, the supervisor will meet with the employee on established periodic review dates to discuss progress made toward stated performance goals and objectives.

A PIP will remain in effect for the length of time deemed appropriate based on the improvement goals and standards necessary to meet a satisfactory level of performance, which generally should not exceed ninety (90) days. A PIP will remain a permanent part of the employee's official personnel file.

B. DISCIPLINARY ACTIONS

Disciplinary action is necessary from time to time, in order for the City to operate in an effective and efficient manner. In most cases The City of Starkville will follow these steps to take Progressive Corrective Action:

- Verbal Written Warning
- Written Warning(s)
- Final Written Warning
- Suspension without pay approved by the Mayor
- Termination of probationary employees approved by the HR Director and the Mayor and finalized by the Board of Aldermen
- Termination of post probationary employees approved by the Board of Aldermen

This system of progressive corrective action is used to bring unacceptable conduct or failure to meet performance standards and expectations to the employee's attention and seek a solution that will lead to the employee's success.

Please keep in mind that the city has no obligation to use any one or more of these steps of discipline prior to discharging an employee. Based on the seriousness of the infraction, or in the case of severe misconduct, your manager may omit or skip any of these steps.

When it becomes necessary to enforce these standards of conduct, it will be the policy of the City of Starkville to ensure the fair treatment of all employees.

Any employee who feels that discipline has been unfairly administered is encouraged to use the City's grievance procedure.

It will be the duty of all department heads to document or have documented employee misconduct.

The following is a representation but is not an exclusive list of the kinds of misconduct that can result in disciplinary action. Although the City may, through the Mayor and Board of Aldermen, impose a lesser penalty, a violation of any one of the following rules may result in immediate discharge: (Any one of the following will be a permanent blemish on the employee's personnel record; however, they will impact employment decisions only if they are less than twelve months old or reflect repetitive misbehavior.)

Disciplinary action up to and including dismissal may be taken for any just cause including, but not limited to, the following:

1. Conviction, plea of guilty or *nolo contendere* of a felony or misdemeanor or any activity that is inconsistent, incompatible, or in moral, legal, or technical conflict with the employee's duties, functions, and responsibilities as a city employee
2. Possession or use of a firearm or illegal knife, as defined by Mississippi law, explosive, and other prohibited weapons of any kind, while on City owned, leased, or controlled property, or while operating City owned, leased, or controlled vehicles is prohibited, unless the employee is a duly authorized law enforcement official, or unless he/she is otherwise authorized according to state law.

Under Mississippi law, however, employees who have valid handgun carry permits are allowed to bring a firearm and ammunition onto the City's parking lot provided that the firearm and ammunition are kept in the employee's vehicle in accordance with Mississippi. Code Ann. § 45-9- 101.

The firearm and ammunition, however, may not be removed from the vehicle while it is on City property. Removal of the firearm and ammunition from the vehicle may result in discipline, up to and including immediate discharge unless the employee is in compliance with state law. The city will not discharge or take any adverse employment action against an employee who is in compliance with § 45-9- 101 (a) or 97-37-7.

3. Unlawful manufacture, distribution, dispensation, possession, sale, purchase, or use of illegal drugs, controlled substances, or alcohol while on the job, on City owned or leased property, or while operating City owned, leased, or controlled equipment or vehicles.
4. Theft, unauthorized removal, wrongful possession, or deliberate destruction of property, merchandise, equipment, or possessions belonging to citizens we serve, fellow employees, or the City.
5. Embezzlement, dishonesty, falsification of records, or willful misrepresentation of facts, including grievance forms.

6. Fighting with abusive or threatening conduct or speech, physical violence or disturbance toward any citizen we serve, fellow employees or supervisors on City property or at any place at which work is being performed by or for the City.
7. Disruptive actions while interacting with co-workers where employee morale is harmed or degradation of the work environment is experienced due to an employee's attitude or disposition toward the workplace, his/her coworkers, and his/her supervisor. Disrupting the workplace will not be tolerated.
8. Destruction, abuse, removal, or attempted removal of property or materials of the City or of another employee.
9. Insubordination or refusal to obey or willful failure to carry out verbal or written instructions of supervisory personnel.
10. Falsification or alteration of any official document, form, or City record including time records, employment application, etc.
11. Absence from work for three (3) consecutive scheduled workdays, without directly notifying your department head or supervisor. This form of separation will be considered and reported as a voluntary resignation.
12. Acceptance of money or other valuable consideration given with the intent of influencing an employee in the performance of their official duties.
13. Any violation of section G, under general policies, regarding fund-raising activities and solicitation. The unauthorized distribution of literature and/or soliciting during working hours and during working time.
14. An additional violation of any City rule or policy after receipt of two (2) previous written warnings within the preceding twelve (12) months, unless it is a violation of Safety Policy and falls under those guidelines.
15. Failure to report reasons for absence or tardy on a timely basis and / or disregard for department time reporting procedures.
16. Excessive absenteeism or tardiness.
17. Violation or failure to follow the guidelines in this Guide or any department or City policy, procedure, ordinance, rule, regulation, or law or violation of any applicable state law, rule, or regulation subject to the provisions of these personnel policies.
18. Improper use of a position of authority for personal gain or advantage.
19. Discourtesy of false or malicious information about the city, employees, or the citizens we serve.
20. Failure to properly punch a time clock.
21. Failure to report for work or leaving work early without a satisfactory reason and without notifying your supervisor. Unauthorized absence from the work area or unauthorized extended lunch or break periods.
22. Willful and negligent violation of safety rules.

23. Becoming delinquent in the payment of taxes, assessments, or other obligations owed to the city.
24. Violation of the City's Policy on Smoking and the Use of Tobacco Products.
25. Incompetence or inability to perform duties of position.
26. Inefficiency or negligence in the performance of one's duties, abusive or negligent use of tools or equipment, and/or careless or blatant waste of materials.
27. Engaging in horseplay, scuffling, malicious mischief, distracting the attention of others or similar types of disorderly conduct.
28. Improper parking of motor vehicles, reckless driving, speeding, and violation of motor vehicle laws while operating City vehicles or personal vehicles while conducting City business.
29. Sleeping during working hours.
30. Substantiated acts of willful harassment including such conduct as slurs, jokes, intimidation, or other verbal or physical attacks upon a person for any reason.
31. Substantiated acts of discrimination that denies equal treatment in all terms, conditions, and privileges of employment as defined by applicable Civil Rights Laws.
32. Engaging in conduct or acting in any manner, on or off duty, that is unbecoming a public employee.
33. Failure to wear appropriate uniform/clothing or appearance on the job in consideration of safety, sanitation, and public contact.
34. Posting unauthorized notices on Bulletin Boards.

If an incident involves an employee violating more than one of these rules, the incident may result in more than one warning report.

C. DISCIPLINARY ACTIONS – SERIOUS OR REPEAT OFFENSES

The Progressive Corrective Action process does not eliminate the need for more punitive actions if the employee fails to make needed changes in his/her work performance. The circumstances surrounding an offense, such as the severity of the misconduct, the number of times it has occurred, and any previous counseling, may suggest what action may be taken.

No City employee may be demoted, suspended, or dismissed for political reasons or for any other unjust or arbitrary cause, or because of age, sex, race, color, religion, disability, national origin, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status, or any other protected basis in accordance with applicable federal, state and local laws. This provision may not be interpreted to prevent the separation of an employee because of lack of funds or curtailment of work.

The Mayor or Department Head may, for just cause, discipline any City employee. Such

disciplinary action may include demotion, suspension, and / or dismissal. Unless otherwise provided in this Section, punitive suspension shall not exceed thirty (30) calendar days. The Department Head shall consult with the Human Resources Director or designee when disciplinary actions such as demotions, suspensions, or dismissals may be warranted. Any recommendation for demotion, suspension, or termination of a City employee shall be reported to the Mayor and Board of Alderman.

D. DISCHARGE

If the Department Head determines that the employee's conduct is such that discharge is necessary, the Department Head will:

1. Notify the employee in writing that the Department Head is recommending to the Board of Alderman that the employee be discharged
2. Upon receipt of the letter from the Department Head, the employee's time frame for starting the grievance process under grievance procedures is triggered. The employee may be subject to suspension without pay while following the grievance procedure or awaiting Board action regarding the recommendation to discharge.
3. If the employee has followed the grievance procedure, then the recommendation and the employee's grievance will be heard at the next Board meeting
4. The discharged employee shall be notified by the City Clerk when and where the Board will meet so that the employee, if he or she desires, may attend the meeting. If the employee so wishes, representation by someone other than the employee shall be allowed.

E. GRIEVANCE PROCEDURES

REASON FOR POLICY:

To provide employees with a clear, efficient, and transparent grievance process when resolution through informal means has not resolved the concerns.

RESPONSIBLE OFFICE:

For questions about this policy, please contact the Human Resources department.

POLICY:

Employees may have occasional problems or issues affecting their work-related activities, and it is important to resolve these as soon as possible. The city encourages employees to resolve disagreements respectfully through informal, frank, and open discussion. Human Resources is a resource available to assist with informal resolutions. However, the City also recognizes that occasionally more formal processes are needed.

The employee grievance process establishes procedures for the fair, orderly, and timely resolution of problems or complaints using a thorough review process. The Human

Resources Office will maintain procedural guidelines and forms for the employee grievance process.

PROCEDURE

OVERVIEW:

This procedure establishes the process for the fair, orderly, and timely resolution of grievances raised by employees. Employees shall not be discriminated or retaliated against for exercising their rights under the grievance process.

GRIEVABLE ISSUES:

An employee may file a grievance related to the following:

- An adverse employment action, including but not limited to discipline, recommended discipline, and involuntary separation;
- City action or inaction that is negatively impacting the employee's work environment;
- Discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin, or sex;
- Any allegation that he or she has been, or is being, adversely affected by an improper application or interpretation of a rule, regulation, policy, or procedure that is not specifically excluded below.

It is important to understand that in order to file a grievance, the employer's actions or inactions must have adversely impacted the grieving employee.

The following complaints are non-grievable issues:

- Establishment and revision of wages or salaries, position classification, or general benefits affecting multiple employees;
- Work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the job content;
- The contents of established personnel policies, procedures, rules, and regulations;
- Failure to promote except where the employee can show that established promotional policies or procedures were not followed or applied fairly;
- An adjudication by the Board of Aldermen of employee discipline if the employee fails to grieve the recommendation of discipline by the employee's Department Head with the employee receiving notice of the right to grieve such action.

If an employee knows of a violation of City policy or the law, but is not being harmed by the violation, the employee should call the Office of Human Resources (HR) and report it immediately.

INFORMAL RESOLUTION:

Regular and effective communication between supervisors and employees reduces the likelihood of misunderstanding and conflict. The City expects and encourages supervisors and employees to communicate openly and regularly so that potential issues are addressed at the lowest level possible. Supervisors, in particular, are encouraged to avail themselves of and work with HR for training opportunities on matters of communication, equity and inclusion, performance management, and other human resources topics to enhance their supervisory skills.

Before initiating Step 1 of the grievance process, the employee is encouraged to make at least one attempt to resolve the issue informally, if possible. Facilitation assistance for this informal resolution is available through HR. Informal processes are not appropriate, however, if the underlying allegations are related to violence, intimidation, a hostile atmosphere, or other violent actions.

FORMAL RESOLUTION - FILING A GRIEVANCE

Formal grievances may be filed on any of the issues noted above.

All grievances must be in writing and must include at least:

- The basis for the grievance, including: the policy, rule, or law provision that the grievant believes to have been violated, the circumstances that are negatively impacting the grievant, or the personnel action being grieved.
- A statement describing the nature of the grievance, the approximate date(s) of the events giving rise to the grievance, the names of identifiable persons involved, and any other information the employee believes should be considered.
- Whether a meeting with the decision-maker is requested.
- A recommendation for resolution.

Employees cannot file multiple grievances relating to the same incident or underlying facts. Unless the facts become known after the grievance is filed, all relevant facts should be included in the underlying grievance. The parties may agree to terminate a grievance after it has been initiated.

CONFIDENTIALITY:

To the extent possible, the City will protect the confidentiality of the grievant, witnesses, and accused parties and, if information is disclosed, will disclose it on a need-to-know basis. However, it is important to understand that in order to investigate the matter and provide notice of the underlying allegations and an opportunity to respond, the city may often need to reveal the identity of the grievant and relevant witnesses.

TIME LIMITS:

Employees must file a grievance no later than three (3) working days from when the employee knew or reasonably should have known about the incident or problem giving rise to the grievance.

If an employee fails to observe the time limits established for any step, the grievance will be considered satisfactorily resolved and time barred.

GRIEVANCE STEPS: None of the steps can be skipped.

Step 1: Immediate Supervisor

- An employee shall present a grievance to his or her supervisor in writing, on the form provided by the Human Resources office, and within the time limit outlined above.
- The supervisor shall meet with the employee and provide a response to the employee in writing within three (3) working days of receiving the grievance.
- If the employee or supervisor believes that the supervisor has a conflict of interest in hearing a step 1 grievance, either party may consult with HR to determine if an alternative decision maker is appropriate for step 1. HR's decision is final.

Step 2: Department Head

- If the employee is not satisfied with the supervisor's response, the employee must write in detail because he/she does not agree with the supervisor's response prior to moving to the next step.
- If the employee is not satisfied with the decision at step 1 or if the employee is allowed to proceed directly to step 2, the employee may present the written grievance and the step-1 decision maker's decision to his/her department head, or designee, within 2 working days of the issuance of the decision at step 1.
- The Department Head shall provide a response in writing to the employee within three (3) working days.

Step 3: Discussion of Grievance with Human Resource Director

- If the employee is not satisfied with the Department Head's response, the employee must write in detail because he/she does not agree with the Department Head's response prior to moving to the next step.
- If the employee is not satisfied with the decision at step 2 or if the employee is allowed to go directly to step 3, the employee may appeal the Department Head's response by submitting the grievance form to the Human Resource Director, or his/her designated representative, within three (3) working days after the Department Head's answer was received or due.
- The Human Resources Director will provide a response in writing to the employee within three (3) working days.

Step 4: Petition Mayor and Board of Alderman to Consider Grievance

- If the employee is not satisfied with the Human Resource Director's response, the employee must write in detail because he/she does not agree with the Human Resource Director's response prior to moving to the next step.
- If the employee is not satisfied with the Human Resource Director's response or the Human Resource Director does not respond within three (3) working days, the employee may file a copy of the grievance with the City Clerk within three (3) working days after the Human Resource Director's response was received or due.
- The City Clerk shall then place the grievance on the next available agenda of the Board of Aldermen. The Board shall act on the grievance at its next regular or recess scheduled meeting if the grievance is filed, after the conclusion of all the preceding steps, at least three (3) working days prior to the meeting. (For example, for the grievance to be heard by the Board of Aldermen at 5:30pm on Tuesday, it must be filed in the City Clerk's office by 5pm the preceding Thursday.)
- The aggrieved employee shall be notified by the City Clerk when the grievance is set before the Board of Aldermen so that the employee may appear and be heard.

MISCELLANEOUS:

The aggrieved employee shall be paid for the time off attending the Board meeting if it is held during working hours, unless the employee's termination has been recommended or the employee has been suspended without pay. The Board may in its discretion suspend an employee without pay while a grievance is in the steps prior to the matter being placed on the Board agenda.

The City shall, within three (3) working days after the Board meeting, give the employee the answer of the Board in writing and shall file a copy of the answer with the Human Resources Department. The decision of the Board of Aldermen shall be final and binding on all parties concerned.

When a grievance is decided in favor of the employee at any of the administrative levels set out above, the award shall be retroactive to the date of the action that caused the grievance.

Discrimination or retaliation against employees who filed grievances shall not be tolerated and shall be in violation of the personnel rules of the City. The person or persons responsible for discriminatory practices shall be subject to disciplinary action by the Department head, or the Board of Aldermen, as the case may require.

Supervisory personnel shall apply previous decisions of the Board of Aldermen to all similar situations to eliminate the filing of grievances.

All correspondence required by the above procedure shall be placed in the aggrieved employee's personnel file, and upon request, a copy shall be supplied to the aggrieved employee, or his authorized agent.

City time cannot be used in any manner for defense of a grievance except when a Board hearing is actually scheduled during a grieving employee's work time.

If scandalous or indecent matter is inserted in any grievance, or if frivolous and untrue matter is inserted in a grievance, the Board may choose upon motion of the offended party to enhance the punishment originally assessed after hearing of the grievance.

SECTION IX – FIRE DEPARTMENT AND POLICE DEPARTMENT ONLY

A. PERSONNEL GUIDANCE

The Starkville Fire Department Standard Operating Guidelines or Starkville Police Department General Orders will provide primary guidance for personnel in those areas; the Personnel Manual will provide secondary guidance unless departmental guidelines or orders defer to the Personnel Manual.

B. RESIDENCY REQUIREMENT (POLICE OFFICERS)

Due to the emergency nature of these positions, it is imperative that police officers reside within 40 miles of Oktibbeha County. All such employees must meet this requirement within six months of regular full-time employment with the City of Starkville.

C. POST-OFFER REQUIREMENTS / PHYSICAL

Following a conditional offer of employment, successful completion of a post-offer employment physical shall be required for all Public Safety candidates to determine whether prospective employees can perform the essential functions of the position offered. The physical may require various components depending on the requirements for the position.

Prospective employees who are unable to successfully perform the essential functions tested for in the medical examination shall have their offer of employment by the City withdrawn if they:

1. Cannot perform the essential functions due to a disability that cannot reasonably be accommodated.
2. Pose a direct threat to themselves and/or others.

In-service promotional candidates may be required to successfully complete a post-offer physical examination, based on the requirements of the position.

All candidates shall be required to successfully complete a background check. The specific components of the background check will be based on the requirements for the position. In-service promotional candidates may also be required to successfully complete a background check if the position requirements exceed the requirements of the current position.

All City employees may, during their employment, be required to undergo an initial and/or periodic examination to determine their physical and mental fitness to continue to perform the work of their positions. As a condition of employment with the City of Starkville, participants of the Fire and Police shall be required to participate in periodic screening tests or examinations relating to heart and lung conditions, such as, but not limited to, cholesterol tests, blood pressure checks, pulmonary function tests, and blood tests. If any screening examination suggests the need for a more complete medical evaluation, the employee shall be scheduled for a fitness-for-duty examination by a physician selected by the City.

Potential Exams:

Examinations may be held to establish eligibility and fitness and may consist of one or more of the following types of examinations, as determined by the Human Resources Department and Department Heads:

1. Written/Knowledge-based Test – this test, when required, shall include a written demonstration designed to show the applicant’s familiarity with the knowledge involved in the class of positions to which he/she is seeking employment.
2. Physical Agility Test – this consists of job-related tests of bodily conditioning, muscular strength, agility, and physical fitness of job applicants for a specific position. This test may be given a weight in the examination process or may be used to exclude from further consideration applicants who do not meet the minimum required standards.

D. RUN LATE / NEW RECRUITS TARDINESS IN THE FIRST 15 DAYS/PROBATION - FIRE DEPARTMENT ONLY

- Reporting to shift late will not be tolerated.
- Employees will receive a five minute grace period once.
- Showing up late without arrangements being made will result in employees receiving a written reprimand for 1st offense. The 2nd offense will include a possible recommendation for termination from employment.
- New members will undergo a 2-week Orientation Period. During that time, they will review the Operations Manual, By-Laws and train within the 2-week orientation period. New employees are subject to a probation up to one (1) year.
- Employees will not be allowed to swap time shifts in the first 90 days unless special permission is granted.

E. MANDATORY OVERTIME RULE

- Due to the nature of the business, mandatory overtime is required. The Department Head or designee may require mandatory overtime for the following: extra shift, attendance of employees to schools, meetings or other training events.
- Mandatory Overtime Steps are as follows:
 - Review the schedule for needed slots.
 - Ask for volunteers for a period of 6 days.
 - If no volunteers have signed up within the 6 days, mandatory overtime assignment will take place based on seniority.
 - The schedule will be posted in advance.

F. SLEEP TIME AND MEAL TIME

- Both are considered as hours worked.

G. SCHOOL/TRAINING DAYS

- If an employee attends a school or training on a non-scheduled work day that requires an overnight stay, only the actual class time will be counted toward their work hours.

- If an employee was scheduled to be on shift while attending class or training, their shift time will be accounted for. Employees will not be compensated more than their standard A, B, or C shift time while attending school or training.
- Upon returning to town or once training or travel is complete, the employee must either return to work for the remainder of their shift or use leave time

H. AGREEMENT FOR TRAINING AND UNIFORM REIMBURSEMENT / FOR NEWLY HIRED POLICE OFFICERS AND FIREFIGHTERS

I understand and agree that, in consideration of my employment with the City of Starkville, I will reimburse the City of Starkville for all costs and expenses related to my initial training and uniforms required to perform in my assigned position subject to the following terms and conditions:

- 1) I agree to serve as an employee with the City of Starkville for a period of not less than thirty-six (36) months after the completion of my initial training.
- 2) I agree that if I should voluntarily leave employment with the City of Starkville or should I be discharged for reasons within my control during my initial probationary period (12 months maximum), I will repay 100% of initial uniform costs, training costs, and expenses incurred by the City of Starkville for my training.
- 3) I agree that for every month that I leave employment either voluntarily or for reasons within my control after serving more than twelve (12) months of service but prior to serving thirty-six (36) months after initial training or my employment date, I will reimburse the City of Starkville on a one-thirty-sixth (1/36) per month(s) remaining pro rata share for all costs and expenses related to my initial training and uniforms provided by the City of Starkville.
- 4) I agree that if I should voluntarily leave employment with the City of Starkville or should I be discharged for reasons within my control after serving thirty-six (36) months, I will repay a prorated share up to 50% of uniform costs, training costs, and expenses incurred during the last six (6) months of employment subject to review and approval by the Human Resources Director of the City of Starkville.
- 5) I understand and agree that I will be responsible for the actual costs and expenses incurred on my behalf by the City of Starkville, and I will reimburse this amount or the appropriate percentage pursuant to the terms and conditions of this agreement. (Contact your assigned department for itemized cost of uniforms and training related costs.)
- 6) I agree that my resignation, for whatever reason, shall be prima facia evidence that I left employment with the City of Starkville voluntarily. In the event of the termination of my employment, the Human Resources Director of the City of Starkville shall review such termination and shall render the decision as to whether such reasons were within my control, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

- 7) I understand and agree that this agreement does not constitute an employment contract and that the City of Starkville reserves the right, as employer, to reassign, discipline, or to terminate my employment at its will or in accordance with departmental and City of Starkville Policies, Rules, and Regulations. I also understand that this agreement does not grant me any special rights or benefits from the City of Starkville and does not require the City of Starkville to offer me a position nor to continue my employment in such a position if already employed. I understand that this agreement does not alter or affect any other terms or conditions of my employment with the City of Starkville.
- 8) I agree that the City of Starkville, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the City of Starkville, to the extent allowed by law, to offset against any training and other employment related expenses that I would be obligated to reimburse the City of Starkville. I agree to repay any outstanding expenses for which I may be responsible to the City of Starkville at the time of my resignation.
- 9) I agree that if it becomes necessary to enforce this agreement and judgment is entered against me, I will pay all costs and expenses incurred by the City of Starkville including attorney fees.

CITY OF STARKVILLE

ACKNOWLEDGMENT OF RECEIPT OF THE EMPLOYEE HANDBOOK

HANDBOOK ACKNOWLEDGMENT

I understand that I am responsible for reading this handbook, familiarizing myself with its contents, and adhering to all policies and procedures of the City of Starkville, whether outlined in this handbook or elsewhere. If I have questions regarding the interpretation of these policies, I will contact my immediate supervisor or the Human Resources Department for clarification.

The policies, procedures, and benefits described in this handbook are not conditions of employment, and this handbook does not create an implied contract between the City of Starkville and its employees. It serves as an overview of policies related to my employment with the City.

It is the City's policy that all employees without a written contract for a specific term are employed at the City's will and pleasure and may be terminated at any time, for any reason, with or without cause or notice. Employees may also terminate their employment for any reason.

The City's policies and practices are not intended to create any contractual obligation or to imply that termination will occur only "for cause." Specific grounds for termination mentioned in this manual or other documents are examples only and are not an exhaustive list. They do not restrict the City's right to terminate employment at will.

I understand that the City of Starkville reserves the right to modify this handbook and to amend or terminate any policies, procedures, or employee benefits described herein at any time, with or without notice. By accepting or continuing my employment with the City, I agree to comply with any such changes, and no further consent from me will be necessary.

At-Will Employer Policy

The City is an at-will employer, meaning either the City or any of its employees may terminate the employment relationship at any time, for any reason, without obligation to provide justification. No policies, comments, or writings contained herein, or made during the employment process, shall be interpreted as waiving this provision. This Manual is not intended to create any contractual or legal rights and does not alter the City's at-will employment policy or establish an employment contract for any specific period of time.

I acknowledge that I have read the information contained in this handbook.

Employee Name (printed)

Employee Signature

Date

Supervisor Signature

Date

23. CONSIDERATION TO HIRE WARREN HUDSON AS A DEPUTY DIRECTOR FOR WATER AND SEWER OPERATIONS FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Pochop, and adopted by the Board to approve to hire Warren Hudson as a Deputy Director for Water and Sewer Operations for the Utilities Department. The Board voted as follows:

Alderman Kim Moreland	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Nay
Alderman William Pochop	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

24. 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 Moreland, 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 Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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.

25. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to go into Executive Session for the purpose of pending litigation. Following a second by Alderman Pochop, the Board voted as follows to enter Executive Session:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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 pending litigation. The Mayor and Board then went into Executive Session.

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

Alderman Vaughn offered a motion, seconded by Alderman Brooks, 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 Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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 action in Executive Session.

27. MOTION TO ADJOURN UNTIL DECEMBER 2, 2025 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Pochop, duly seconded by Alderman Skinner, for the Board of Aldermen to adjourn the meeting until December 2, 2025 @ 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 Kyle Skinner	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman William Pochop	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 2nd DAY OF DECEMBER, 2025.

Attest:

D. LYNN SPRUILL, MAYOR

JOANNA MCLAURIN, CITY CLERK



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

AGENDA ITEM DEPT.: Mayors Office
AGENDA DATE: December 2, 2025
PAGE: Page 1

SUBJECT: Second public hearing and consideration of revising the Aggressive Panhandling ordinance 12.3.09-10 to prohibit soliciting during hours from sunset to sunrise.

SUMMARY: The ordinance was passed by the board with no reference to times of day in which this activity was allowed or prohibited. The first public hearing was held on November 18, 2025.

REQUESTING DEPARTMENT: Mayor's Office

FUNDING SOURCE: N/A

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org

SUGGESTED MOTION: Move approval of modifying the aggressive panhandling ordinance also known as Section 12.3.09: Criminal Loitering through Section 12.3.10: Aggressive Panhandling to address the times of day in which panhandling and soliciting can be done.

ORDINANCE 2025-

**AN ORDINANCE ENACTING SECTIONS 12.3.09-10 OF THE CITY OF STARKVILLE
CODE OF ORDINANCES PRESCRIBING THE PROHIBITIONS OF CRIMINAL
LOITERING AND AGGRESSIVE SOLICITATION AND ASSESSING THE
PENALTIES FOR VIOLATION OF EACH**

WHEREAS, pursuant to Miss. Code Ann. § 21-19-15 (1972, as amended), the governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property; and

WHEREAS, pursuant to Miss. Code Ann. § 21-37-3 (1972, as amended), the governing authorities of municipalities shall have the power to exercise full jurisdiction in the matter of streets, sidewalks, public infrastructure, and parks; and

WHEREAS, the City of Starkville Code of Ordinances contains provisions concerning the prohibition of certain conduct in public or private spaces that are deemed to pose a danger to the general public, health, safety and welfare, including the prohibitions on the discharge of weapons, large assemblies that interfere with public travel and the riding of scooters on public sidewalks; and

WHEREAS, the City of Starkville does not currently have an ordinance, nor is there any Mississippi Law that generally prohibits the standing, lurking, loitering or positioning of oneself in certain designated places in any manner restricting the free flow of pedestrian and vehicular traffic, endangering themselves, the public or any public safety personnel, or creating reasonable fear of danger to the personal safety and welfare of the immediate community; and

WHEREAS, there is additionally no ordinance nor state law that generally prohibits the acts associated with aggressive solicitation that are detrimental to the public health, safety and welfare such as using intimidating or coercive conduct, soliciting from individuals under the age of 18, soliciting from individuals while those individuals are especially vulnerable, or where solicitation may interfere with the flow of pedestrian or vehicular traffic; and

WHEREAS, the City of Starkville has seen an increase in its homeless population and the number of homeless related contacts by the Starkville Police Department and this increase in the local homeless population directly correlates with an increase in cases of loitering and aggressive solicitation activity at or near heavily traveled public streets, entryways to public establishments, and on private properties, and such conduct poses a significant threat to the public health, safety and welfare; and

WHEREAS, the City of Starkville has a necessary interest in protecting the health and safety of the public, public safety personnel, and individuals that lawfully assemble in public and private places by negating the risks posed by loitering and aggressive solicitation upon vehicular and pedestrian traffic, waterways, private establishments, railroads, and other public and private spaces; and

WHEREAS, the provisions adopted hereby are narrowly tailored to achieve the necessary interests stated above.

NOW, THEREFORE BE IT ORDAINED by the governing authorities of the City of Starkville, Mississippi, the following, to-wit:

- I. The prefatory findings of this Ordinance are hereby accepted, incorporated herein and found to be a proper exercise of the policing power of the City of Starkville, Mississippi.
- II. Section 12.3.09 of the City of Starkville Code of Ordinance shall be created and shall state the following:

Section 12.3.09: Criminal Loitering

(a) A person commits the offense of criminal loitering if the person:

- a. Stands, lurks, loiters, or positions themselves, or causes a minor under their supervision to stand, lurk, loiter or position themselves within or upon the following places in any manner restricting the free flow of pedestrian and vehicular traffic, endangering themselves, the public or any public safety personnel, or creating reasonable fear of danger to the personal safety and welfare of the immediate community:
 - i. In front of any private driveway, or any portion thereof in any manner that may obstruct the ingress and egress to and from such private driveway;
 - ii. On any private property, unless such person has actual permission from the property owner, or their duly authorized agent, to be present on the property;
 - iii. Upon any sidewalk, alley or public space as to cause an interference with the normal operations of any business or office;
 - iv. Within or about the driving lane of any public road, street, or highway including any crosswalk or bicycle lane;
 - v. Along any creek, ditch, or waterway;
 - vi. Within fifty (50) feet of the intersection of two or more streets, including on-ramps and off-ramps, when any street thereof has an Average Daily Traffic Count exceeding two thousand (2,000) vehicles;
 - vii. Within twenty-five (25) feet of any street right of way, including the on-ramps and off-ramps thereof, when such street has an Average Daily Traffic Count exceeding two thousand (2,000) vehicles;
 - viii. Within twenty-five (25) feet of any street right of way, including the on-ramps and off-ramps thereof, when such street has a designated speed limit in excess of 35 miles per hour.
 - ix. Within thirty (30) feet upon the approach to any flashing beacon, stop sign, or other traffic-control signal located at the side of a roadway;

- x. Within twenty-five (25) feet of the centerline of any railroad;
 - xi. Alongside or opposite any street or right-of-way construction zone or other roadway obstruction;
 - xii. Upon any bridge, or other elevated structure upon a street, or within a street tunnel;
 - xiii. At any place where official signs prohibit such activity;
 - xiv. Within or about any government building when not otherwise engaged in any lawful conduct; or
 - xv. At any other place where doing so may obstruct the free flow of traffic and pedestrians, endanger the public safety and welfare, or create reasonable fear of danger to the personal safety and welfare of the immediate community.
- b. For this section, Average Daily Traffic Count shall be defined as the quotient of the total traffic volume recorded during any given period and divided by the total number of days in that period. The period for recording such a traffic count shall never be less than 48 consecutive hours.
- (b) Any person committing the offense of criminal loitering as defined by this chapter shall be guilty of a misdemeanor, and upon conviction thereof for a first offense, shall receive a fine not to exceed \$250, or imprisoned for a period not to exceed 1-month, or both, For each subsequent conviction, the offender shall receive a fine not to exceed \$500, or imprisoned for a period of up to 90-days, or both.
- III. Section 12.3.10 of the City of Starkville Code of Ordinances shall be created and shall state the following:

Section 12.3.10: Aggressive Panhandling

(a) Definitions. In this section, the following definitions apply:

Aggressive Manner, Aggressive Behavior or *Aggressively* means:

- a. Using violent or threatening gestures toward a person;
- b. Continuing to solicit from a person after the person has given a negative response to such soliciting;
- c. Intentionally touching or causing physical contact with another person without that person's consent while soliciting;
- d. Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;
- e. Soliciting money from anyone who is waiting in line for tickets, for entry to a building or for any other purpose;
- f. Approaching or following a person for solicitation individually or as part of a group of two or more persons, in a manner and with conduct, words, or gestures intended or likely to cause a reasonable person to fear

imminent bodily harm or damage to or loss of property or otherwise to be harassed or intimidated into giving money or other thing of value;

- g. Soliciting, begging or panhandling of minors less than 18 years of age; or
- h. While also being in violation of the provisions of Section 19-6 of this Code.

Automated Teller Machine. A device, linked to a bank or financial institution's account records, which can carry out transactions, including, but not limited to account transfers, deposits, cash withdrawals, balance inquiries, and mortgage and loan payments which are made available to banking customers.

Bank. A bank, savings bank, savings and loan association, credit union, trust company, or similar financial institution.

Check Cashing Business. An entity in the business of cashing checks, drafts, or money orders for consideration.

Parking Meter or Parking Pay Station. A location on a street, parking lot or parking garage where people pay, for parking by either cash or credit, to a person or at a machine or other device designed to accept payment for parking.

Private Building. Shall be deemed to include, but is not limited to, retail or service establishments, such as restaurants, convenience food stores, laundromats, service stations, hotels, offices, and similar privately owned establishments open to the public. This term does not include any building owned, leased or operated by the federal or state government, political subdivisions thereof, municipalities, special districts, any public administration board or authority of the state.

Public Area. An area to which the public has access and includes, but is not limited to, the common area of a hospital, apartment house, office building, transport facility, shop, basement, building entrance or doorway, lobby, hallway, stairway, mezzanine, elevator, foyer, public restroom or sitting room or any other place used in common by the public, tenants, occupants or guests situated in any private building.

Public Place. A place to which a governmental entity has title to which the public has access, including, but not limited to any street, highway, sidewalk, walkway, parking lot, plaza, transportation facility, school, place of amusement, park, or playground.

Solicit, Ask, Beg or Panhandle. To request, by the spoken, written, or printed word, or by other means of communication an immediate donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered, or to advertise or market anything of value in an Aggressive Manner as to coerce potential customers to take action.

- (b) A person commits the offense of aggressive panhandling if the person solicits or markets:

- a. In an Aggressive Manner in any place; or

- b. Within 20 feet of the following areas where the public is considered vulnerable or where solicitation would interfere with the flow of pedestrian or motor vehicle traffic:
 - i. An automated teller machine;
 - ii. The entrance or exit of a bank;
 - iii. The entrance or exit of a check cashing business;
 - iv. An authorized charitable contribution activity;
 - v. A parking meter or parking pay station on a street;
 - vi. A public parking garage or parking lot pay station;
 - vii. The entrance, exit or outdoor seating area of a restaurant, or the service area of an outdoor eating establishment;
 - viii. In a bus, at a bus station or stop, or at a facility operated by a transportation authority for passengers including but not limited to any school bus stop;
 - ix. An entrance of a commercial building;
 - x. Within fifty (50) feet from any land owned by a public or private school and used in whole or in part for providing education services to any children 18 years of age and younger;
 - xi. Within ten (10) feet of a gas station, liquor store, or convenience store property;
 - xii. In a public restroom; or
 - xiii. At a public event that is operating by permit issued by the city at or on any city property as defined in the city code.
- c. The solicitation of contributions while standing on a traffic median, shoulder, improved shoulder, sidewalk, or the improved portion of the roadway from occupants of any vehicle on a roadway, street or thoroughfare shall only be permitted in compliance with applicable terms and conditions set out in this Code, including, but not limited to, Section 19-6, provided that such solicitations are not in an aggressive manner as defined in this section.
- d. Solicits during the hours from sunset to sunrise.

(c) *Private property.*

- a. No person may solicit, ask, beg or panhandle on private property or residential property without permission from the owner or occupant.
- b. It shall be unlawful for any person to:
 - i. Solicit, ask, beg or panhandle, as those terms are defined in this section, in any public room in any private building, without the written permission or consent of the building's owner or managing

and authorizing agent. For enforcement of this subsection, it is presumed that if the owner, lessee, managing agent or other person in charge of a building prominently displays a sign as provided in subsection (iii), then the activities declared unlawful in this section are deemed to be without the permission or consent of the building's owner, lessee, managing agent or other person.

- ii. Solicit, ask, beg or panhandle, as those terms are defined in this chapter, on any private property where the owner, lessee, managing agent or other person in charge of such property displays a sign as provided in subsection (iii).
- iii. *Conspicuous notice.* To invoke the protections afforded under this section, each owner, lessee, managing agent or person in charge of the operation of a private building or private property shall prominently display a sign on the premises, such as the lobby or entrance of the private building or private property, where it may be read by any person going in or out of the building or private developed property stating generally: "NO PANHANDLING PERMITTED SEC. 12.3.09 CITY OF STARKVILLE CODE OF ORDINANCES" "NO SOLICITORS" or "NO SOLICITATION."

(d) Any person who engages in any activity specified in subsection (b) or (c) shall be guilty of a misdemeanor punishable by a fine not exceeding \$1,000, or imprisonment for a period not to exceed 90-days, or both.

IV. This ordinance shall go into effect thirty (30) days after passage. The City Clerk shall cause this ordinance to be published at least one (1) time in the Starkville Daily News and to post a copy at three locations within the municipality in accordance with Miss. Code Ann. § 21-17-9.

After a full discussion of this matter, this Ordinance was reduced to writing, and with no request having been made for the same to be read aloud, Alderman _____

moved that that foregoing Ordinance be adopted and said motion was seconded by Alderman _____, and upon the matter being put to vote, the results were as

follows:

ALDERMAN KIM MORELAND	voted	_____
ALDERMAN SANDRA SISTRUNK	voted	_____
ALDERMAN KYLE SKINNER	voted	_____
ALDERMAN MIKE BROOKS	voted	_____
ALDERMAN WILLIAM POCHOP	voted	_____
VICE MAYOR ROY A'. PERKINS	voted	_____
ALDERMAN HENRY VAUGHN	voted	_____

WHEREUPON the foregoing Ordinance was declared, passed and adopted at a regular meeting of the Board of Aldermen on this the _____ day of _____, 2025

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STARKVILLE, MISSISSIPPI

ATTEST:

JOANNA MCLAURIN, City Clerk

APPROVED:

D. LYNN SPRUILL, Mayor

DATE

ORDINANCE 2025-

AN ORDINANCE ENACTING SECTIONS 12.3.09-10 OF THE CITY OF STARKVILLE CODE OF ORDINANCES PRESCRIBING THE PROHIBITIONS OF CRIMINAL LOITERING AND AGGRESSIVE SOLICITATION AND ASSESSING THE PENALTIES FOR VIOLATION OF EACH

WHEREAS, pursuant to Miss. Code Ann. § 21-19-15 (1972, as amended), the governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property; and

WHEREAS, pursuant to Miss. Code Ann. § 21-37-3 (1972, as amended), the governing authorities of municipalities shall have the power to exercise full jurisdiction in the matter of streets, sidewalks, public infrastructure, and parks; and

WHEREAS, the City of Starkville Code of Ordinances contains provisions concerning the prohibition of certain conduct in public or private spaces that are deemed to pose a danger to the general public, health, safety and welfare, including the prohibitions on the discharge of weapons, large assemblies that interfere with public travel and the riding of scooters on public sidewalks; and

WHEREAS, the City of Starkville does not currently have an ordinance, nor is there any Mississippi Law that generally prohibits the standing, lurking, loitering or positioning of oneself in certain designated places in any manner restricting the free flow of pedestrian and vehicular traffic, endangering themselves, the public or any public safety personnel, or creating reasonable fear of danger to the personal safety and welfare of the immediate community; and

WHEREAS, there is additionally no ordinance nor state law that generally prohibits the acts associated with aggressive solicitation that are detrimental to the public health, safety and welfare such as using intimidating or coercive conduct, soliciting from individuals under the age of 18, soliciting from individuals while those individuals are especially vulnerable, or where solicitation may interfere with the flow of pedestrian or vehicular traffic; and

WHEREAS, the City of Starkville has seen an increase in its homeless population and the number of homeless related contacts by the Starkville Police Department and this increase in the local homeless population directly correlates with an increase in cases of loitering and aggressive solicitation activity at or near heavily traveled public streets, entryways to public establishments, and on private properties, and such conduct poses a significant threat to the public health, safety and welfare; and

WHEREAS, the City of Starkville has a necessary interest in protecting the health and safety of the public, public safety personnel, and individuals that lawfully assemble in public and private places by negating the risks posed by loitering and aggressive solicitation upon vehicular and pedestrian traffic, waterways, private establishments, railroads, and other public and private spaces; and

WHEREAS, the provisions adopted hereby are narrowly tailored to achieve the necessary interests stated above.

NOW, THEREFORE BE IT ORDAINED by the governing authorities of the City of Starkville, Mississippi, the following, to-wit:

- I. The prefatory findings of this Ordinance are hereby accepted, incorporated herein and found to be a proper exercise of the policing power of the City of Starkville, Mississippi.
- II. Section 12.3.09 of the City of Starkville Code of Ordinance shall be created and shall state the following:

Section 12.3.09: Criminal Loitering

(a) A person commits the offense of criminal loitering if the person:

- a. Stands, lurks, loiters, or positions themselves, or causes a minor under their supervision to stand, lurk, loiter or position themselves within or upon the following places in any manner restricting the free flow of pedestrian and vehicular traffic, endangering themselves, the public or any public safety personnel, or creating reasonable fear of danger to the personal safety and welfare of the immediate community:
 - i. In front of any private driveway, or any portion thereof in any manner that may obstruct the ingress and egress to and from such private driveway;
 - ii. On any private property, unless such person has actual permission from the property owner, or their duly authorized agent, to be present on the property;
 - iii. Upon any sidewalk, alley or public space as to cause an interference with the normal operations of any business or office;
 - iv. Within or about the driving lane of any public road, street, or highway including any crosswalk or bicycle lane;
 - v. Along any creek, ditch, or waterway;
 - vi. Within fifty (50) feet of the intersection of two or more streets, including on-ramps and off-ramps, when any street thereof has an Average Daily Traffic Count exceeding two thousand (2,000) vehicles;
 - vii. Within twenty-five (25) feet of any street right of way, including the on-ramps and off-ramps thereof, when such street has an Average Daily Traffic Count exceeding two thousand (2,000) vehicles;
 - viii. Within twenty-five (25) feet of any street right of way, including the on-ramps and off-ramps thereof, when such street has a designated speed limit in excess of 35 miles per hour.
 - ix. Within thirty (30) feet upon the approach to any flashing beacon, stop sign, or other traffic-control signal located at the side of a roadway;

- x. Within twenty-five (25) feet of the centerline of any railroad;
 - xi. Alongside or opposite any street or right-of-way construction zone or other roadway obstruction;
 - xii. Upon any bridge, or other elevated structure upon a street, or within a street tunnel;
 - xiii. At any place where official signs prohibit such activity;
 - xiv. Within or about any government building when not otherwise engaged in any lawful conduct; or
 - xv. At any other place where doing so may obstruct the free flow of traffic and pedestrians, endanger the public safety and welfare, or create reasonable fear of danger to the personal safety and welfare of the immediate community.
- b. For this section, Average Daily Traffic Count shall be defined as the quotient of the total traffic volume recorded during any given period and divided by the total number of days in that period. The period for recording such a traffic count shall never be less than 48 consecutive hours.
- (b) Any person committing the offense of criminal loitering as defined by this chapter shall be guilty of a misdemeanor, and upon conviction thereof for a first offense, shall receive a fine not to exceed \$250, or imprisoned for a period not to exceed 1-month, or both, For each subsequent conviction, the offender shall receive a fine not to exceed \$500, or imprisoned for a period of up to 90-days, or both.
- III. Section 12.3.10 of the City of Starkville Code of Ordinances shall be created and shall state the following:

Section 12.3.10: Aggressive Panhandling

(a) Definitions. In this section, the following definitions apply:

Aggressive Manner, Aggressive Behavior or *Aggressively* means:

- a. Using violent or threatening gestures toward a person;
- b. Continuing to solicit from a person after the person has given a negative response to such soliciting;
- c. Intentionally touching or causing physical contact with another person without that person's consent while soliciting;
- d. Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;
- e. Soliciting money from anyone who is waiting in line for tickets, for entry to a building or for any other purpose;
- f. Approaching or following a person for solicitation individually or as part of a group of two or more persons, in a manner and with conduct, words, or gestures intended or likely to cause a reasonable person to fear

imminent bodily harm or damage to or loss of property or otherwise to be harassed or intimidated into giving money or other thing of value;

- g. Soliciting, begging or panhandling of minors less than 18 years of age; or
- h. While also being in violation of the provisions of Section 19-6 of this Code.

Automated Teller Machine. A device, linked to a bank or financial institution's account records, which can carry out transactions, including, but not limited to account transfers, deposits, cash withdrawals, balance inquiries, and mortgage and loan payments which are made available to banking customers.

Bank. A bank, savings bank, savings and loan association, credit union, trust company, or similar financial institution.

Check Cashing Business. An entity in the business of cashing checks, drafts, or money orders for consideration.

Parking Meter or Parking Pay Station. A location on a street, parking lot or parking garage where people pay, for parking by either cash or credit, to a person or at a machine or other device designed to accept payment for parking.

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Public Area. An area to which the public has access and includes, but is not limited to, the common area of a hospital, apartment house, office building, transport facility, shop, basement, building entrance or doorway, lobby, hallway, stairway, mezzanine, elevator, foyer, public restroom or sitting room or any other place used in common by the public, tenants, occupants or guests situated in any private building.

Public Place. A place to which a governmental entity has title to which the public has access, including, but not limited to any street, highway, sidewalk, walkway, parking lot, plaza, transportation facility, school, place of amusement, park, or playground.

Solicit, Ask, Beg or Panhandle. To request, by the spoken, written, or printed word, or by other means of communication an immediate donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered, or to advertise or market anything of value in an Aggressive Manner as to coerce potential customers to take action.

- (b) A person commits the offense of aggressive panhandling if the person solicits or markets:

- a. In an Aggressive Manner in any place; or

- b. Within 20 feet of the following areas where the public is considered vulnerable or where solicitation would interfere with the flow of pedestrian or motor vehicle traffic:
 - i. An automated teller machine;
 - ii. The entrance or exit of a bank;
 - iii. The entrance or exit of a check cashing business;
 - iv. An authorized charitable contribution activity;
 - v. A parking meter or parking pay station on a street;
 - vi. A public parking garage or parking lot pay station;
 - vii. The entrance, exit or outdoor seating area of a restaurant, or the service area of an outdoor eating establishment;
 - viii. In a bus, at a bus station or stop, or at a facility operated by a transportation authority for passengers including but not limited to any school bus stop;
 - ix. An entrance of a commercial building;
 - x. Within fifty (50) feet from any land owned by a public or private school and used in whole or in part for providing education services to any children 18 years of age and younger;
 - xi. Within ten (10) feet of a gas station, liquor store, or convenience store property;
 - xii. In a public restroom; or
 - xiii. At a public event that is operating by permit issued by the city at or on any city property as defined in the city code.
- c. The solicitation of contributions while standing on a traffic median, shoulder, improved shoulder, sidewalk, or the improved portion of the roadway from occupants of any vehicle on a roadway, street or thoroughfare shall only be permitted in compliance with applicable terms and conditions set out in this Code, including, but not limited to, Section 19-6, provided that such solicitations are not in an aggressive manner as defined in this section.
- d. Solicits during the hours from sunset to sunrise.

(c) *Private property.*

- a. No person may solicit, ask, beg or panhandle on private property or residential property without permission from the owner or occupant.
- b. It shall be unlawful for any person to:
 - i. Solicit, ask, beg or panhandle, as those terms are defined in this section, in any public room in any private building, without the written permission or consent of the building's owner or managing

and authorizing agent. For enforcement of this subsection, it is presumed that if the owner, lessee, managing agent or other person in charge of a building prominently displays a sign as provided in subsection (iii), then the activities declared unlawful in this section are deemed to be without the permission or consent of the building's owner, lessee, managing agent or other person.

- ii. Solicit, ask, beg or panhandle, as those terms are defined in this chapter, on any private property where the owner, lessee, managing agent or other person in charge of such property displays a sign as provided in subsection (iii).
- iii. *Conspicuous notice.* To invoke the protections afforded under this section, each owner, lessee, managing agent or person in charge of the operation of a private building or private property shall prominently display a sign on the premises, such as the lobby or entrance of the private building or private property, where it may be read by any person going in or out of the building or private developed property stating generally: "NO PANHANDLING PERMITTED SEC. 12.3.09 CITY OF STARKVILLE CODE OF ORDINANCES" "NO SOLICITORS" or "NO SOLICITATION."

(d) Any person who engages in any activity specified in subsection (b) or (c) shall be guilty of a misdemeanor punishable by a fine not exceeding \$1,000, or imprisonment for a period not to exceed 90-days, or both.

IV. This ordinance shall go into effect thirty (30) days after passage. The City Clerk shall cause this ordinance to be published at least one (1) time in the Starkville Daily News and to post a copy at three locations within the municipality in accordance with Miss. Code Ann. § 21-17-9.

After a full discussion of this matter, this Ordinance was reduced to writing, and with no request having been made for the same to be read aloud, Alderman _____

moved that that foregoing Ordinance be adopted and said motion was seconded by Alderman _____, and upon the matter being put to vote, the results were as

follows:

ALDERMAN KIM MORELAND	voted	_____
ALDERMAN SANDRA SISTRUNK	voted	_____
ALDERMAN KYLE SKINNER	voted	_____
ALDERMAN MIKE BROOKS	voted	_____
ALDERMAN WILLIAM POCHOP	voted	_____
VICE MAYOR ROY A'. PERKINS	voted	_____
ALDERMAN HENRY VAUGHN	voted	_____

WHEREUPON the foregoing Ordinance was declared, passed and adopted at a regular meeting of the Board of Aldermen on this the _____ day of _____, 2025

[SIGNATURES ON FOLLOWING PAGE]

CITY OF STARKVILLE, MISSISSIPPI

ATTEST:

JOANNA MCLAURIN, City Clerk

APPROVED:

D. LYNN SPRUILL, Mayor

DATE



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

AGENDA ITEM DEPT.: Mayors Office
AGENDA DATE: December 2, 2025
PAGE: Page 1

SUBJECT: Consideration of hiring Stacy Cobbins as the Human Resources Director for the City of Starkville.

SUMMARY: Ms. Cobbins has worked for the city for over 2 years as the Human Resources Generalist. She has extensive experience in the field and has a strong educational background in Human Resource management and accounting.

REQUESTING DEPARTMENT: Mayor's Office

FUNDING SOURCE: N/A

FOR MORE INFORMATION CONTACT:

Lynn Spruill @ 662-323-2525 or l.spruill@cityofstarkville.org

SUGGESTED MOTION: Move approval of promoting Stacy Cobbins to the position of Human Resources Director for the City of Starkville effective at the next pay period at the annual salary of \$99,000.00.

Human Resources Director



General Information

Job Title:	Human Resources Director
Location:	110 West Main Street, Starkville, MS 39759, United States
Base Pay:	\$97000.00 - \$105000.00 / Year
Employee Type:	Exempt
Job Category:	Human Resources

Description

GENERAL POSITION SUMMARY:

This executive-level position is responsible for the strategic oversight and operational management of the City's Human Resources Department. The role ensures consistent implementation of personnel policies and procedures and oversees all human resources functions, including recruitment, employee relations, benefits administration, compensation, and training. The position serves as a key advisor to the Mayor and the Personnel Board, providing leadership in workforce planning, policy development, and organizational effectiveness.

ESSENTIAL JOB FUNCTIONS:

- Provide strategic leadership and direction for all operations within the Human Resources Department.
- Supervise and evaluate HR staff; assign duties, address concerns, offer guidance, and administer disciplinary actions when necessary.
- Leads the analysis and resolution of employee relations issues, including grievances, workplace conditions, disciplinary actions, and classification disputes; formulates recommendations and negotiates outcomes; interprets personnel policies for employees, public officials, and the general public.
- Advises and supports the Mayor and Board on personnel-related matters; provides expert guidance to department directors, supervisors, and employees on human resources policies and procedures.
- Oversee recruitment, hiring, promotion, and reassignment processes in alignment with established procedures and best practices.
- Directs all aspects of personnel and benefits administration, including recruitment, staff retention, workers' compensation, compensation and classification systems, and drug screening programs.
- Manages employee benefits programs: evaluates and recommends changes: reviews

Close

Human Resources Director



General Information

Job Title:	Human Resources Director
Location:	110 West Main Street, Starkville, MS 39759, United States
Base Pay:	\$97000.00 - \$105000.00 / Year
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-

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- Advises and supports the Mayor and Board on personnel-related matters; provides expert guidance to department directors, supervisors, and employees on human resources policies and procedures.
- Oversee recruitment, hiring, promotion, and reassignment processes in alignment with established procedures and best practices.
- Directs all aspects of personnel and benefits administration, including recruitment, staff retention, workers' compensation, compensation and classification systems, and drug screening programs.
- Manages employee benefits programs: evaluates and recommends changes: reviews

STACY L. COBBINS, MBA, PHR, SHRM-CP

Home:

Wireless:

Electronic Mail:

EDUCATION May 1998	VANDERBILT UNIVERSITY OWEN GRADUATE SCHOOL OF MANAGEMENT <i>MASTER OF BUSINESS ADMINISTRATION</i> Majors: Human Resource Management and Accounting	Nashville, TN
December 1993	MISSISSIPPI STATE UNIVERSITY <i>BACHELOR OF SCIENCE</i> Major: Office Systems and Technology	Starkville, MS
CERTIFICATIONS	• PHR - Professional in Human Resources by the Human Resource Certification Institute • SHRM-CP - National Society for Human Resource Management – Certified Professional	5/02 - Present 1/16 - Present
EXPERIENCE September 2023 – Present	CITY OF STARKVILLE <i>HUMAN RESOURCES GENERALIST</i> • Supports and collaborates with HR leadership, department and division leaders, and their direct reports to provide and implement strategic directions for City operations • Develops HR systems and processes that streamline and make functions more efficient and effective • Analyzes requests for realignment and reallocation of incumbents in positions and for restructures with good judgment. • Investigates, composes written reports, and implements approved disciplinary actions of allegations of misconduct based on facts and findings of the investigations • Attend divisions, department, leadership meetings and community events for HR Leadership, internal HR business partnering, and to serve as an HR ambassador externally, ensuring presence, approachable, engaged, and established network for best practices and synergies • Facilitates, presents, and administer employees' benefits and resolves matters of the same • Manages City employees' City and government mandated Leave i.e., ADA, FMLA, Donated, and City Leave. • Identifies concerns and takes initiative to resolve issues with existing policies and practices located or omitted in Employee Handbook by drafting revisions or recommendations. • Facilitates the Drug and Alcohol Testing for new hires and post-accident employees • Designs and guides HR Interns achieve reduced HR learning curve, work progression, and connection.	Starkville, MS
January 2022 – August 2023	CLARK BEVERAGE GROUP, INC – Subsidiary of COCA-COLA NORTH AMERICA <i>HUMAN RESOURCES GENERALIST - BRANCH</i> • Serves as Branch HR Generalist and member of site leadership team • Champions all aspects of Employee Relations • Drafts Branch policies and procedures and communicate, support, and serve as Accountability Partner of Corporate policies and procedures • Audits Paycom HRIS system to analyze and report data; identify and resolve opportunities; and ensure comprehensive HR files • Facilitates, presents, and administer employees' benefits and resolves matters of the same • Manages Branch employees' Leave including job protected/unprotected and paid/unpaid • Collaborates with and assists Recruiter with Recruitment and Onboarding • Facilitates the Drug and Alcohol Testing for DOT, Post Accident, and Random testing purposes	Jackson, MS
March 2021 – December 2021	MERIT HEALTH – MADISON <i>HR GENERALIST (Part-time)</i> • Supported the Human Resources functions of Recruitment, Onboarding, and Orientation	Canton, MS
December 2020 – February 2021	MINACT/NISSAN NORTH AMERICA <i>HR REPRESENTATIVE (Temporary Assignment)</i> • Supported ~1,400 employees overnight with payroll, benefits, and employee relations utilizing Workday • Managed the COVID, FMLA, Workers Compensation, and other types of Leave of Absences of Nissan and the third party benefit administrator, The Reed Group • Investigated >10 employees and/or supervisors' claims per night related to attendance, performance, workplace conflicts, etc. • Administered progressive discipline aligned with HR, Legal, and Manufacturing Leadership	Canton, MS

June 2018 – November 2020	UNIVERSITY OF MISSISSIPPI MEDICAL CENTER HR BUSINESS PARTNER - Supported ~3000 employees, >15 departments with operations 365 days/year and 24 hours/day - Represented HR on various committees to improve satisfaction, compliance, and innovation - Conducted investigations, identified issues, and recommended resolutions - Handled EEOC, legal, and unemployment insurance matters with 100% favorable outcome - Audited requests and provided guidance for reductions in force and reorganizations - Analyzed concerns and made recommendations to create new positions and job descriptions - Worked collaboratively and in partnership with HR Talent Acquisition, HR Talent Development, Benefits, Compensation, Employee Relations, and the Employee Service Center using Workday.	Jackson, MS
July 2002 – December 2013	THE SOURCE OF MISSISSIPPI, INC. (HR Consulting, Payroll, & A/P Entrepreneurial Firm) PRESIDENT - Led HR and Accounting (Payroll, A.P, and Auditing) functions and employees - Hired, developed, and retained staff and monitored the needs for the same.	Canton, MS Jackson, MS
June 1999 – September 2018	SMILEBUILDERS, INC. HUMAN RESOURCE MANAGER - Led the corporation's business segment and employees including: Human Resources, Accounting, Marketing, Operations, and Administration - Composed and Implemented Dental Assistants' Intern rotation	Canton, MS
August 2003 – August 2005	MISSISSIPPI GAMING COMMISSION (MGC) HUMAN RESOURCE DIRECTOR - Managed HR Department staff and operations - Prepared and audited the Agency's Personal Services Budget - Conducted investigations, new employee orientation, training, and recruitment - Oversaw Benefits functions and coordinated open enrollment for employees - Processed reallocations, promotions, etc. following MS State Personnel Board guidelines - Presented HR and Personal Services budget at commission and leadership team meetings	Jackson, MS
April 2001 – July 2003	MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) HUMAN RESOURCE OFFICER V - Administered and oversaw the workers compensation and FMLA functions - Coordinated "Employee Career Development Program," "Lunch and Learn," and Orientation - Conducted salary surveys to ensure benefits and compensation competitiveness of the Agency - Selected and developed competencies statewide impacting job descriptions, training, etc. - Instrumental in Agency and MDOT's \$10K Engineering class realignment approved 7/2002 - Composed and Implemented the first formal Cooperative Education and Intern Program - Set criteria compliant with FLSA and initiated a Compressed Work Schedule - Prepared Agency's Personal Services Budget	Jackson, MS
July 1999 - May 2001	JACKSON-HINDS COMPREHENSIVE HEALTH CENTER MANAGER, HUMAN RESOURCES (1/2000-5/2001) and PAYROLL ACCOUNTANT (7/1999-1/2000) - Managed Benefits, Compensation, Employee Relations, Recruitment, Onboarding, and Off Boarding. - Audited and completed payroll function using Generally Accepted Accounting Principles - Presented at periodic board and staff meetings	Jackson, MS
July 1998 - June 1999	BLUE CROSS BLUE SHIELD OF MISSISSIPPI HUMAN RESOURCE ASSISTANT - SALARY ADMINISTRATION - Provided HR assistance for the wage and salary system for exempt and nonexempt employees - Maintained database and produced reports for management, budgetary, and EEO/AAP needs - Researched, prepared, and utilized surveys for analysis of wages and benefits e.g., Hay Group	Jackson, MS
MILITARY March 1990 - March 1998 (1990-1995 - 658 th Supply Co., Tupelo, MS)	UNITED STATES ARMY RESERVE SUPPLY SERGEANT AND ASSISTANT SQUAD LEADER OF 1ST SQUAD, 1ST PLATOON - Received Army Achievement award for professionalism and superior performance - Received Non Commissioned Officer Professional Development Ribbon - Received Army Service Award	Nashville, TN (HQ BDE, 81 st RSC - 1995-1998)

ASSOCIATIONS	• Society for Human Resource Management (SHRM)	Since 2000
	• Capital Area Human Resource Association (CAHRA) (Treasurer 2008, VP 2009, President Elect 2010, President 2011, Past President 2012)	Since 2002
	• Mississippi Secretary of State (Notary Public and Signing Agent)	Since 3/2012
HONORS/AWARDS	Selected as one of the Mississippi Business Journal's 50 Leading Business Women	2011/2012
PUBLICATIONS	• Formatted 1996 revised edition of <u>The Law of Easements and Licenses in Land</u> by Professors James W. Ely, Jr. and Jon W. Bruce	1996
	• Credited by Professor Barry Friedman for work on his February 1998 edition of <u>The History of the Countermajoritarian Difficulty, Part One: The Road to Judicial Supremacy</u>	1998
	• Authored a non-fiction book, <u>The Storm Continues ...</u> March 2021	2021
SOFTWARE	Paycom, Lawson, Workday, Ultipro/Edd, Kronos, Pro 2000, SPAHRS, QuickBooks,	
REFERENCES	Available upon request	



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: December 2, 2025
PAGE: Page 1

SUBJECT: Consideration and Approval of the 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 2026, of the city of Starkville, Mississippi, in the maximum aggregate principal amount of \$10,000,000, 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 2026 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 2026 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 2026 bonds; authorizing bond insurance; authorizing a bond rating; offering the series 2026 bonds for sale; approving and authorizing the distribution of a preliminary official statement pertaining to the sale of the series 2026 bonds; authorizing the execution and distribution of an official statement pertaining to the sale of the series 2026 bonds; acknowledging and authorizing the execution of post issuance compliance procedures; authorizing the execution of a continuing disclosure agreement pertaining to the series 2026 bonds; and for related purposes.

REQUESTING DEPARTMENT: Board Business

SUGGESTED MOTION: Move approval of the 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 2026, of the city of Starkville, Mississippi, in the maximum aggregate principal amount of \$10,000,000, 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 2026 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 2026 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 2026 bonds; authorizing bond insurance; authorizing a bond rating; offering the series 2026 bonds for sale; approving and authorizing the distribution of a preliminary official statement pertaining to the sale of the series 2026 bonds; authorizing the execution and distribution of an official statement pertaining to the sale of the series 2026 bonds; acknowledging and authorizing the execution of post issuance compliance procedures; authorizing the execution of a continuing disclosure agreement pertaining to the series 2026 bonds; and for related purposes.

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 2026, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$10,000,000, 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 2026 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 2026 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 2026 BONDS; AUTHORIZING BOND INSURANCE; AUTHORIZING A BOND RATING; OFFERING THE SERIES 2026 BONDS FOR SALE; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2026 BONDS; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE SERIES 2026 BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE SERIES 2026 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 2026 Bonds pursuant to the requirements of this Bond Resolution, the Series 2019 Bonds, the Series 2025A Bonds, the Series 2025B 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 undertaking activities for the purpose of studying the System and determining the nature and extent of the necessary improvements, repairs, and extensions to the System.

“Bonds” or “Bond” shall mean the Series 2026 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 2026 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 Tuesday, December 2, 2025, by the Governing Body, authorizing and directing the issuance of the Series 2026 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 2026 Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Series 2026 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 2026 Bonds shall mean the date of issuance and delivery of the Series 2026 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 2026 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.

“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 2026 Bonds, and to serve as registrar and transfer agent for the registration of Registered Owners of the Series 2026 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 2026 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 (i) 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, (ii) funding a capitalized interest account, if necessary, and a debt service reserve account, if necessary, and (iii) the payment of the costs to authorize, issue, sell, validate, and deliver the Series 2026 Bonds.

“Purchaser” shall mean the successful bidder for the Series 2026 Bonds, to be hereafter designated by resolution of the Governing Body.

“Record Date” shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Series 2026 Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof.

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

“Redemption Price” shall mean, with respect to a Series 2026 Bond, the principal amount of such Series 2026 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 \$7,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025A, of the Municipality, dated and issued May 21, 2025, and maturing on February 1, 2045.

“Series 2025B Bonds” shall mean the \$8,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025B, of the Municipality, authorized by the Governing Body pursuant to that certain bond resolution, adopted on November 5, 2024, but not yet issued as of the date of this Bond Resolution.

“Series 2026 Bonds” shall mean the Combined Water and Sewer System Revenue Bonds, Series 2026, of the Municipality, in the maximum aggregate principal amount of \$10,000,000, authorized and directed to be issued in this Bond Resolution.

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

“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, July 15, 2025, 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 \$10,000,000, 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 2026 Bonds be issued in the amount, for the purpose, and secured as aforesaid, declared its intention to issue the Series 2026 Bonds, and fixed Tuesday, August 19, 2025, at 5:30 p.m., as the

date and hour on which it proposed to authorize the issuance of the Series 2026 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 July 22, 2025, July 29, 2025, and August 5, 2025, the third such publication being more than 10 days prior to August 19, 2025, the date set for the filing of protests on the matter of authorizing the issuance of the Series 2026 Bonds, as evidenced by the publisher's affidavit, attached hereto as **Attachment D**.

4. On Tuesday, August 19, 2025, at 5:30 p.m., the date and hour on which it was proposed to authorize the issuance of the Series 2026 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, September 2, 2025, the Governing Body adopted a resolution entitled **“RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF THE MUNICIPALITY OR A COMBINED WATER AND SEWER SYSTEM REVENUE BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF \$10,000,000, 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; AND FOR RELATED PURPOSES”** (the “Resolution Authorizing Issuance”), wherein the Governing Body found, determined, and adjudicated that it was authorized to issue and sell the Series 2026 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 2026 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 2026 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 2026 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 savings in connection with the issuance of the Series 2026 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 2026 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 savings in connection with the issuance of the Series 2026 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 2026 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 2026 Bonds in the maximum principal amount of \$10,000,000, out of the authorized maximum principal amount of \$10,000,000.

11. The estimated cost of the Project caused to be made by the Governing Body is \$10,000,000, 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 2026 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 2026 Bonds to provide funds for the Project, the Series 2026 Bonds to be payable solely from Net Revenues and certain funds provided for herein.

14. The amount of the Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds will be used to carry out the governmental purposes of the Series 2026 Bonds within a three-year period beginning on the date of issuance of the Series 2026 Bonds.

19. The Series 2026 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 2026 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 2026 Bonds.

21. The Official Statement pertaining to the sale of the Series 2026 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 2026 Bonds

25. The Governing Body intends to, but is not required to, combine the issuance of the Series 2025B Bonds and the Series 2026 Bonds described herein into one issuance of bonds of the Municipality to be entitled the Series 2026 Bonds.

26. The Governing Body desires to go forward with preparation for the issuance of the Series 2026 Bonds for the Project, and desires to affirm or approve the engagement of certain professionals to assist with the issuance of the Series 2026 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 2026 BOND PROCEEDS

SECTION 2.01. APPLICATION OF SERIES 2026 BOND PROCEEDS. All funds received from the sale of the Series 2026 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 2026 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 2026 Bonds shall be deposited into the Improvement Fund.

ARTICLE III
AUTHORIZATION, TERMS, AND EXECUTION OF THE
SERIES 2026 BONDS

SECTION 3.01. AUTHORIZATION AND TERMS OF THE SERIES 2026 BONDS. (a) The Series 2026 Bonds are hereby authorized and directed to be issued for the Project. The Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2026 Bonds to be redeemed.

(3) Prior to the date fixed for redemption, funds shall be placed with the Paying Agent to pay the Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds shall be paid and, without the necessity of presentation and surrender of the Series 2026 Bonds as set forth in Section 3.02(a) hereof, principal and premium, if any, of the Series 2026 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 2026 Bond shall cease to be payable to the relevant Record Date Registered Owner of such Series 2026 Bond and, except as hereinafter provided, shall be payable to the Person in whose name such Series 2026 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

2026 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 2026 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 2026 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 2026 Bond shall cease to be payable to the relevant Record Date Registered Owner of such Series 2026 Bond and, except as hereinafter provided, shall be payable to the Person in whose name such Series 2026 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 2026 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 2026 Bonds at the principal office of the Paying Agent to the Registered Owners as of the Special Record Date of the Series 2026 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 2026 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 2026 BONDS; CONDITIONS TO DELIVERY OF THE SERIES 2026 BONDS. (a) The Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds; and

(2) an authorization to the Paying Agent, signed by the Mayor and/or the City Clerk, to authenticate and deliver the Series 2026 Bonds to the Purchaser.

(d) The Paying Agent shall authenticate the Series 2026 Bonds and deliver them to the Purchaser upon payment of the purchase price of the Series 2026 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 2026 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 2026 Bonds.

(f) The Series 2026 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 2026 Bonds.

(g) When the Series 2026 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 2026 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 2026 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 2026 Bonds shall remain Outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Series 2026 Bonds. The Paying Agent is hereby appointed registrar for the Series 2026 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 2026 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 2026 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 2026 BONDS. The Series 2026 Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Series 2026 Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Series 2026 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 2026 Bonds within 30 days of the date of sale, or at such other later date as may be designated by the Municipality, one Series 2026 Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Series 2026 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 2026 Bonds, the Paying Agent shall re-register any such Series 2026 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 2026 Bonds remain Outstanding, the Municipality shall maintain at the office of the Paying Agent books for the registration and transfer of Series 2026 Bonds. The Paying Agent is hereby appointed Bond Registrar for the Municipality for the purpose of registration and transfer of the Series 2026 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 2026 Bond entitled to registration or transfer.

SECTION 3.07. TRANSFER OF SERIES 2026 BONDS. (a) Each Series 2026 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 2026 Bond, the Municipality shall issue in the name of the transferee a new Series 2026 Bond or Series 2026 Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2026 Bond.

(b) The Municipality and the Paying Agent may deem and treat the Person in whose name any Series 2026 Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Series 2026 Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2026 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 2026 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 2026 Bonds is exercised, the Paying Agent shall authenticate and deliver Series 2026 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 2026 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 2026 Bonds in accordance with provisions of this Bond Resolution without expense to the Holders of the Series 2026 Bond.

(b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Series 2026 Bond during the 15 days next preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Series 2026 Bonds, the date of the mailing of notice of such redemption.

SECTION 3.09. SERIES 2026 BONDS MUTILATED, DESTROYED, STOLEN, OR LOST. In case any Series 2026 Bond shall become mutilated or be destroyed, stolen, or lost, the Municipality may cause to be authenticated and delivered a new Series 2026 Bond in exchange and substitution for such mutilated Series 2026 Bond, upon surrender and cancellation of such mutilated Series 2026 Bond, or in lieu of and substitution for the Series 2026 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 2026 Bonds so surrendered shall be canceled and held for the account of the Municipality. If any such Series 2026 Bond shall have matured or be about to mature, instead of issuing a substituted Series 2026 Bond, the Municipality may pay or cause to be paid the same upon being indemnified as aforesaid, and if such Series 2026 Bond is lost, stolen or destroyed, without surrender thereof. Any such duplicate Series 2026 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 2026 Bonds be at any time found by anyone, and such duplicate Series 2026 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 2026 Bonds issued hereunder.

SECTION 3.10. FORM OF THE SERIES 2026 BONDS. The Series 2026 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 2026**

NO. _____

\$ _____

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

Registered Owner: Cede & Co.

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 2026 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 2026, in the aggregate principal amount of \$10,000,000 (the “Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds, adopted by the Governing Body on December 2, 2025 (the “Bond Resolution”).

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

Interest on this Series 2026 Bond shall be paid and, without the necessity of presentation and surrender of this Series 2026 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 2026 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 \$10,000,000, out of an authorized amount of \$10,000,000, 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 2026 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 2026 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 2026 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 2026 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2026 Bonds to be redeemed. If less than all of the outstanding Series 2026 Bonds of a maturity are to be redeemed, the particular Series 2026 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 2026 Bonds (in integral multiples of \$5,000), and for all purposes of this Series 2026 Bond, all provisions relating to the redemption of Series 2026 Bonds shall relate, in the case of any Series 2026 Bond redeemed or to be redeemed only in part, to the portion of the principal of such Series 2026 Bond which has been or is to be redeemed.

(c) On the date so designated for redemption, the Series 2026 Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Series 2026 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 2026 Bonds to be redeemed, as provided in the Bond Resolution, the interest on any Series 2026 Bonds so called for redemption payable subsequent to the redemption date shall cease to accrue, such Series 2026 Bonds shall cease to be entitled to any benefit or security under the Bond Resolution, and the Record Date Registered Owners of such Series 2026 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 2026 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 2026 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 2026 Bond. Upon such transfer or exchange, a new Series 2026 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 2026 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 May 21, 2025, and maturing February 1, 2045 (the "Series 2025A Bonds"), the payment of the \$8,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025B, authorized by the Governing Body pursuant to that certain bond resolution, adopted on November 5, 2024, but not yet issued as of the date hereof (the "Series 2025B Bonds"), and the payment of any loans from the State as of the date of issuance of the Series 2026 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 Series 2025B 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 2026 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 2026 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 the Bond Resolution as the same become due and payable, and (ii) the Current Debt Service Account and the Debt Service Reserve Account. The Series 2026 Bonds are secured on a parity of lien with the Series 2019 Bonds, the Series 2025A Bonds, the Series 2025B Bonds, the Loans, and any Additional Bonds issued pursuant to the Bond Resolution. The Bonds shall be secured equally and ratably by such pledge.

The Series 2026 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 2026 Bonds or the making of any reserve or other payments provided for in the 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 2026 Bond to the purposes above set forth; that, as long as this Series 2026 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 2026 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 2026 Bonds and as will maintain the Bond and Interest Fund for this Series 2026 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 2026 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 2026 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 2026 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 2026 Bond is one of the Series 2026 Bonds described in the within mentioned Bond Resolution and is one of the Combined Water and Sewer System Revenue Bonds, Series 2026, 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 2026 Bond has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Oktibbeha County, Mississippi, rendered on this day, _____, 20__.

City Clerk

(seal)

ASSIGNMENT

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

(Name and Address of Assignee)

the within Series 2026 Bond and does hereby irrevocably constitute and appoint _____ as Paying Agent to transfer the said Series 2026 Bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Series 2026 Bond in every particular, without any alteration whatsoever.

(Authorized Officer)

Date of Assignment: _____

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

ARTICLE IV
SECURITY FOR THE BONDS

SECTION 4.01. **SERIES 2026 BONDS SECURED BY PLEDGE OF NET REVENUES AND CERTAIN OTHER FUNDS.** In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, the Municipality hereby irrevocably pledges (i) a sufficiency of the Net Revenues to pay the principal of, premium, if any, and interest on the Bonds, and to make the payments into the Current Debt Service Account and into the Debt Service Reserve Account, and all other payments provided for in this Bond Resolution as the same become due and payable, and (ii) the Current Debt Service Account and the Debt Service Reserve Account. The Series 2026 Bonds are secured on a parity of lien with the Series 2019 Bonds, the Series 2025A Bonds, the Series 2025B 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 2026 BONDS ARE LIMITED OBLIGATIONS.** The Series 2026 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 2026 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 2026 Bonds deposit an amount from the proceeds of the sale of the Series 2026 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 2026 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 from 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 2026 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 2026 Bonds and Bond Insurance Policy premiums, if any, for the Series 2026 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 2026 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 2026 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 2026 BONDS.

(a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Series 2026 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 2026 Bonds, including amounts treated as proceeds, if any, which will cause the Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds in a manner or for a price which would cause any of the Series 2026 Bonds to be or become an arbitrage bond,

within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their “market price” or “fair market value”.

(e) The Mayor and/or the City Clerk are hereby authorized to execute a “nonarbitrage and federal tax certificate” in connection with the sale and delivery of the Series 2026 Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Series 2026 Bonds and also setting forth certain covenants, stipulations, and certifications with respect to the investment and expenditures of the proceeds of the Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds used with respect to any private business use which is related to a governmental use of such proceeds of the Series 2026 Bonds will not exceed the amount of proceeds of the Series 2026 Bonds which are used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Series 2026 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 2026 Bonds be (under the terms of the Series 2026 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 2026 Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Series 2026 Bonds, and (3) are payable directly or indirectly by the Municipality or from substantially the same source from which the Series 2026 Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds will

be used to carry out the governmental purposes of the Series 2026 Bonds within a three-year period beginning on the date of issuance of the Series 2026 Bonds. No more than 50% of the proceeds of the Series 2026 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 and unless specifically declined by the Purchaser, the Series 2026 Bonds shall be initially issued in the form of a separate, single, and fully registered Series 2026 Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each Series 2026 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 2026 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bond is registered in the Bond Register as the absolute owner of such Series 2026 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2026 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2026 Bond, for the purpose of registering transfers with respect to such Series 2026 Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Series 2026 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 2026 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 2026 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 2026 Bonds that they be able to obtain certificated Series 2026 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 2026 Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Series 2026 Bond certificates and transfer one or more separate Series 2026 Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Series 2026 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 2026 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 2026 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 2026 Bond and all notices with respect to such Series 2026 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 2026 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 Sections 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 2026 BONDS. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Series 2026 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 2026 Bonds and notice to the Holders of such Series 2026 Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that said Series 2026 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 2026 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 2026 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 2026 Bonds shall not constitute the payment of the Series 2026 Bonds pursuant to this Section, and the Series 2026 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

**\$10,000,000
COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2026
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 \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2026, of the Municipality (the “Series 2026 Bonds”), on _____, _____, 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 _____, _____, 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 _____, _____, 20__. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the Series 2026 Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Series 2026 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 2026 Bonds will mature serially, with option of prior payment, on _____ 1 in each of the years and amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>

REDEMPTION: The Series 2026 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. Interest shall cease to accrue on any of the Series

2026 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 2026 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 2026 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 2026 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2026 Bonds to be redeemed.

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Series 2026 Bonds (the “Preliminary Aggregate Principal Amount”) and the annual principal amounts of each series of the Series 2026 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 2026 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 _____, _____, the Municipality’s “independent registered municipal advisor” (the “Municipal Advisor”), at _____ 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 2026 Bonds and the Revised Annual Principal Amount of each series of the Series 2026 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 2026 Bonds and the Revised Annual Principal Amounts of each series of the Series 2026 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 2026 Bonds will not exceed \$10,000,000. 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 2026 Bonds (the “Final Annual Principal Amounts”) and the final aggregate principal amount of each series of the Series 2026 Bonds (the “Final Aggregate Principal Amount”). The dollar amount bid by the successful bidder for each series of the Series 2026 Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of the Series 2026 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 2026 Bonds and the Final Aggregate Principal Amount of each series of the Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds will be made by the Governing Body on the sale date.

AUTHORITY AND SECURITY: The Series 2026 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 December 2, 2025, authorizing and directing the issuance of the Series 2026 Bonds (the "Bond Resolution"). The principal of, premium, if any, and interest on the Series 2026 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 May 21, 2025, and maturing February 1, 2045 (the "Series 2025A Bonds"), the payment of the \$8,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025B, authorized by the Governing Body pursuant to that certain bond resolution, adopted on November 5, 2024, but not yet issued as of the date hereof (the "Series 2025B Bonds"), and the payment of any loans from the State of Mississippi (the "State") as of the date of issuance of the Series 2026 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 Series 2025B Bonds, the Loans, and any Additional Bonds issued in the future as authorized in the Bond Resolution.

PURPOSE: The Series 2026 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 \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2026, 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 _____, from _____, _____, _____ (the “Municipal Advisor”), at _____, or from Watkins & Eager PLLC, Jackson, Mississippi (“Bond Counsel”) at bdavis@watkinseager.com.

Electronic bids for the Series 2026 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 _____, _____, 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 2026 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 2026 Bond shall bear more than one rate of interest; each Series 2026 Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Series 2026 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 ($1/8^{\text{th}}$ of 1%) or one-tenth of one percent ($1/10^{\text{th}}$ 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 \$200,000, as a guaranty that

the bidder will carry out its contract and purchase the Series 2026 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 2026 Bonds. If the successful bidder fails to purchase the Series 2026 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 2026 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 2026 Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Series 2026 Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Series 2026 Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: If an award of the Series 2026 Bonds is made, the Series 2026 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 2026 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 2026 Bonds (compounded semi-annually from the dated date of the Series 2026 Bonds) produces a value equal to the purchase price of the Series 2026 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 2026 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 2026 Bonds if the Series 2026 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 2026 Bonds if within 5 days after the tender of the Series 2026 Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Series 2026 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 2026 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 2026 Bonds are issued. Both principal of and interest on the Series 2026 Bonds will be payable by check or draft mailed to Registered Owners of the Series 2026 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 2026 Bonds will be transferable only upon the books of 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 2026 Bonds and the denominations in which the Series 2026 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 2026 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 2026 Bonds, which numbers will be printed on the Series 2026 Bonds. The successful bidder will be responsible for the costs of assigning CUSIP numbers to the Series 2026 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 2026 Bonds in accordance with this Notice.

LEGAL OPINION; CLOSING DOCUMENTS: The Series 2026 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 2026 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 2026 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 2026 Bonds, evidencing that no litigation is pending in any way affecting the legality of the Series 2026 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 2026 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 2026 Bonds.

BONDS NOT “QUALIFIED TAX-EXEMPT OBLIGATIONS”: The Municipality has **not** designated the Series 2026 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 2026 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 2026 Bonds, the Municipality will publish an Official Statement substantially in 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 2026 Bonds and shall execute and deliver to the Municipality at the closing for the Series 2026 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 2026 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 2026 Bonds) will apply to the initial sale of the Series 2026 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 2026 Bonds to the bidder who submits a firm offer to purchase the Series 2026 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 2026 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 2026 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 2026 Bonds satisfies the 10% test as of the date and time of the award of the Series 2026 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 2026 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 2026 Bonds will be subject to the 10% test in order to establish the issue price of the Series 2026 Bonds. If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Series 2026 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 2026 Bonds has occurred, until the 10% test has been satisfied as to the Series 2026 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 2026 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 2026 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 2026 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 2026 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 2026 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 2026 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 2026 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 2026 Bonds to the public), (c) a purchaser of any of the Series 2026 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 2026 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 2026 Bonds will relieve the successful bidder from its obligation to purchase the Series 2026 Bonds.

MUNICIPAL BOND INSURANCE: The Municipality has provided information to prospective bond insurance companies in order to qualify the Series 2026 Bonds under their respective optional bidding programs. If the successful bidder or bidders for the Series 2026 Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Series 2026 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 2026 Bonds shall not be conditioned on the issuance of a municipal bond insurance policy. The Municipality will cooperate with the successful bidder in obtaining such insurance, but the Municipality will

not enter into any additional agreements with a bond insurer. Without limiting the generality of the foregoing, the successful bidder will be responsible for all costs, expenses, and charges associated with the issuance of such insurance, including but not limited to the premium for the bond insurance policy.

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

Joanna McLaurin, City Clerk

Publication Information:

The Starkville Daily News

_____, 20__, and _____, 20__

ARTICLE XI

BOND INSURANCE; BOND RATING; AMENDMENTS; MISCELLANEOUS

SECTION 11.01. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Series 2026 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 2026 Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2026 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 2026 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 2026 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 2026 Bonds.

(d) The Mayor is hereby authorized to obtain a Reserve Fund Surety Bond for the Series 2026 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 2026 Bonds.

(e) The Series 2026 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 2026 Bonds.

SECTION 11.03. MODIFICATION OR AMENDMENT. (a) No material modification or amendment of this Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds (2/3^{rds}) or more in principal amount of the Series 2026 Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2026 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 2026 Bonds, as the same mature and become due, from the Net Revenues of the System, or reduce such percentage of Holders of the Series 2026 Bonds required above for such modification or amendment without the consent of the Holders of all of the Series 2026 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 2026 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 2026 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 2026 Bonds or the date fixed for redemption of any Series 2026 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 2026 BONDS. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Series 2026 Bonds and the Payment Dates for principal and interest, that in the event the delivery of the Series 2026 Bonds is delayed by a contest of the validation of the Series 2026 Bonds or otherwise, and the initial Purchaser shall decline to take delivery of the Series 2026 Bonds, then the Series 2026

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 2026 Bonds as provided by the subsequent resolution directing the sale thereof, and continuing through the final maturity dates of the Series 2026 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 2026 Bonds. After the validation of the Series 2026 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 2026 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 2026 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 2026 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 2026 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 the engagement of the Municipal Advisor and authorizes and approves the engagement of Bond Counsel in connection with the issuance of the Series 2026 Bonds and authorizes the execution of the letters of engagement and disclosure attached hereto as **Attachment C.**

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

Alderman Mike Brooks	voted: _____
Alderwoman Kim Moreland	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderman William Pochop	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Kyle Skinner	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried, and the resolution adopted on this day, December 2, 2025.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Joanna McLaurin, City Clerk

(seal)

Attachment A

Preliminary Official Statement

Attachment B

Post Issuance Compliance Procedures

Attachment C

Letters of Engagement and Disclosure

Attachment D

Proof of Publication of Resolution of Intent

Starkville Daily News

July 22, 2025, July 29, 2025, and August 5, 2025

AFPP

ROI - B001F Water-Sewer Bonds

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

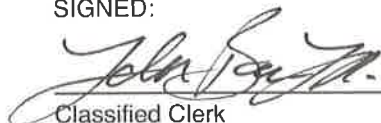
John W. Bane, Jr., being duly sworn, says:

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:

July 22, 2025, July 29, 2025, August 05, 2025

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

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 5th day of August 2025.

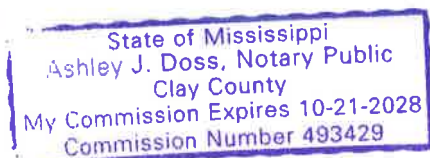


Ashley J. Doss, Notary Public, Oktibbeha County, Mississippi

My commission expires: October 21, 2028

00001631 00107517

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 \$10,000,000, 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 (i) 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, (ii) funding a capitalized interest account, if necessary, and a debt service reserve account, if necessary, and, (iii) the costs of the authorization, issuance, sale, validation, and delivery of the Bonds (together, the "Project").

The estimated cost of the Project is the aggregate amount of \$10,000,000. 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 Sections 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 \$10,000,000 (the "Bonds").

Pursuant to Sections 31-25-1 et seq. Mississippi Code of 1972, as amended (the "Bank Act") and the Municipal Utilities Act (together, the "Act"), the Bonds may be issued and sold to the Mississippi Development Bank to provide funds for the Project.

Pursuant to the Municipal Utilities Act, the principal of and interest on the Bonds are payable from the revenues of the System. Pursuant to the Bank Act, the principal of and interest on the Bonds are payable from the revenues of the System or from the lawfully available revenues of the Municipality.

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 finds 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 Act and other applicable laws of the State of Mississippi (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 Act.
- Pursuant to the Act, the Bonds shall be payable from the revenues of the System or from the lawfully available revenues of the Municipality. Other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Bonds, include, but are not limited to, use taxes remitted from the

State to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 et seq., Mississippi Code of 1972, as amended, but limited to those elements of the Authorized Purposes codified in Sections 27-67-1 et seq., Mississippi Code of 1972, as amended.

- 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, August 19, 2025, at 5:30 p.m., or at some meeting held subsequent thereto, which date so fixed will be more than ten days after the third date of publication of this resolution, as directed by Section 7 hereof.

- Pursuant to the Municipal Utilities Act, if a petition signed by not less than 20% of the qualified electors of the Municipality is filed objecting to and protesting the issuance of the Bonds, on or before Tuesday, August 19, 2025, at 5:30 p.m., or at some meeting held subsequent thereto, 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, August 19, 2025, 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, Alderwoman Sandra Sistrunk offered and Alderwoman 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:

Alderwoman Kim Moreland voted: Yea

Alderwoman Sandra C. Sistrunk voted: Yea

Alderman Kyle Skinner voted: Yea

Alderman Mike Brooks voted: Yea

Alderman William Pochop voted: Yea

Alderman Roy A'. Perkins 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, July 15, 2025.

City of Starkville, Mississippi

/s/ D. Lynn Spruill, Mayor

/s/ Lesa D. Hardin, City Clerk

Publication Instructions:

Starkville Daily News

July 22, 2025; July 29, 2025; and August 5, 2025

WATKINS & EAGER

Attorneys and Counselors at Law

est. 1895

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P.O. Box 650
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Telephone: (601) 965-1900
Facsimile: (601) 965-1901

Brad C. Davis
Direct dial: 601-965-1901
E-mail: bdavis@watkinseager.com

December 2, 2025

Berkley N. Huskison, Esq.
Mitchell McNutt & Sams, PA
215 North 5th Street
Columbus, Mississippi 39701

RE: \$10,000,000 Combined Water and Sewer System Revenue Bonds (the "Bonds")
City of Starkville, Mississippi

Dear Berk:

This letter will confirm the selection by the City of Starkville, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Bond Counsel with respect to the above-referenced bonds to be issued by the Municipality (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake as Bond Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities as Bond Counsel to the Municipality and be compensated by you for performing in such role.

Proceeds of the Bonds are expected to be used to provide funds for the purpose of (i) improving, repairing, and extending the combined water and sewer system (the "System") of the Municipality (the "Authorized Purpose"); and (ii) paying the costs of the authorization, issuance, sale, validation, and delivery of the Bonds (together, the "Project").

Scope of Engagement and Duties to Be Performed

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

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

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

- (a) an opinion of the Municipality's counsel addressing the authorization of the issuance of the Bonds and the execution of the related documents, and other matters normally covered by an opinion of counsel to the Municipality in similar financings;
- (b) certificates from the Municipality's officials dealing with financial condition, litigation, regulatory approval, due authorization, and various factual matters; and
- (c) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

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

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

Compensation and Reimbursement

We propose that our fee be determined in consultation and negotiation with Municipality, to include the standard State Bond Attorney fee, with such fee to be based upon (i) the terms, structure, size, and schedule of the financing which may be represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we devoted to the financing, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to any fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

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

Documents and Files

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

Waiver of Conflict

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

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

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

Miscellaneous

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

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Bonds which would, in our

December 2, 2025

Page 4

opinion, cast doubt upon the legality of transaction, we will not be obligated to render our approving legal opinion.

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

Very truly yours,



Watkins & Eager PLLC

cc: Mayor Lynn Spruill
Board of Aldermen

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

City of Starkville, Mississippi

By: _____

Name: _____

Title: _____

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 20__

NEW ISSUE-BOOK-ENTRY ONLY

Underlying Rating _____
Insured Ratings: _____
(See RATINGS" and "BOND INSURANCE" herein)

In the opinion of Bond Counsel, assuming the accuracy of certain representations herein and continuing compliance with all covenants set forth in the Bond Resolution, and subject to the conditions set forth herein, under existing statutes, regulations, rulings, and decisions, as presently interpreted and construed, interest on the Series 2026 Bonds earned by the respective owners thereof is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code, except as described in "TAX EXEMPTION" herein. Bond Counsel is of the opinion that under existing law, interest on the Series 2026 Bonds earned by the respective owners thereof is exempt from income taxes of the State of Mississippi.

\$10,000,000
COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2026
CITY OF STARKVILLE, MISSISSIPPI

DATED: _____, 20__

DUE: _____ 1, as shown below

Interest on the Series 2026 Bonds is payable on _____ 1, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year. Payments of interest on the Series 2026 Bonds will be made to the Record Date Registered Owner, and payments of principal and premium, if any, will be made without the necessity of presentation and surrender of the Series 2026 Bonds at the principal office of the Paying Agent to the Record Date Registered Owner. The Series 2026 Bonds will be issued as fully registered bonds in the denomination of \$5,000 each, or any integral multiple thereof up to the amount of a single maturity. The Series 2026 Bonds will be subject to redemption as set forth herein.

The Series 2026 Bonds will be issued under and in conformity with the Constitution and Laws of the State of Mississippi and pursuant to the Bond Resolution adopted by the Governing Body of the Municipality. The principal of, premium, if any, and interest on the Series 2026 Bonds will be payable solely from a sufficient amount of the Net Revenues of the System and from the Current Debt Service Account and the Debt Service Reserve Account, all as provided in the Bond Resolution. The Series 2026 Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional, statutory or charter limitation of indebtedness.

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

The Series 2026 Bonds are being offered for sale in accordance with the official Notice of Bond Sale. Sealed or electronic bids for the Series 2026 Bonds will be received until __:00 __.m. on _____, 20__, by the City Clerk of the Municipality.

The Series 2026 Bonds are not being offered as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

The scheduled payment of principal of and interest on the Series 2026 Bonds when due will be guaranteed under the Municipal Bond Insurance Policy to be issued concurrently with the delivery of the Series 2026 Bonds by _____.

The Series 2026 Bonds are offered subject to the final approval of the legality thereof by Watkins & Eager PLLC, Jackson, Mississippi, as Bond Counsel, and Mitchell, McNutt & Sams, P.A., Starkville, Mississippi, as Counsel to the Municipality. Stephens Inc., Little Rock, Arkansas, is serving as the Municipality's Independent Registered Municipal Advisor in connection with the issuance of the Series 2026 Bonds. It is expected that the Series 2026 Bonds will be available for delivery in book type and entry-only form delivered to the Depository Trust Company on or about _____, 20__.

Interest payable on _____, 20____, and semiannually thereafter on _____ 1 and _____ 1 of each year. The Series 2026 Bonds, in registered form and in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity, will mature serially on February 1, without option of prior payment, in the years and principal amounts as follows:

Maturity Schedule

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

*These CUSIP numbers have been assigned by Standard & Poor's CUSIP Service Bureau, a Division of The McGraw-Hill Companies, Inc., and are included solely for the convenience of Bondholders. The Municipality is not responsible for the section or use of these CUSIP numbers, nor is any representation made as to their correctness on the Series 2026 Bonds or as indicated herein.

For purposes of compliance with Rule 15c2-12 (“Rule 15c2-12”) of the U.S. Securities and Exchange Commission, this document, as the same may be supplemented or corrected by the City of Starkville, Mississippi (the “Municipality”), from time to time (collectively, the “Official Statement”), may be treated as an “Official Statement” with respect to the Series 2026 Bonds described herein that is deemed final as of the date hereof (or as of the date of any such supplement or correction) by the Municipality. The Official Statement, when further supplemented by a Final Official Statement specifying the interest rates, principal amounts, in the aggregate and per maturity, and delivery dates of the Series 2026 Bonds, together with any other information required by law, shall constitute a “Final Official Statement” of the Municipality with respect to the Series 2026 Bonds, as that term is defined in Rule 15c2-12. Any addendum or amendment shall, on and after the date thereof, be fully incorporated herein and made a part hereof by reference.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale. No dealer, broker, salesperson, or other person has been authorized by the Mayor and Board of Aldermen of the Municipality (the “Governing Body”) to give any information or to make any representation, other than as contained in this Official Statement, in connection with the offering described herein, and if given or made, such other information or representation must not be relied upon as having been authorized by the Governing Body. This Official Statement is submitted in connection with the sale of the Series 2026 Bonds described herein, and may not be reproduced, used, or relied upon, in whole or in part, for any other purpose.

CERTAIN INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT MAY HAVE BEEN OBTAINED FROM SOURCES OTHER THAN RECORDS OF THE MUNICIPALITY AND, WHILE BELIEVED TO BE RELIABLE, IS NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE MUNICIPALITY SINCE THE DATE HEREOF.

Reference herein to laws, rules, regulations, resolutions, agreements, reports, and other documents do not purport to be comprehensive or definitive. All references to laws, rules, regulations, agreements, reports, and other documents are qualified in their entirety by reference to the particular laws, rules, regulations, agreements, reports, and other documents, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to this Official Statement, they will be furnished on request.

The Series 2026 Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and the same will not be listed on any stock or other securities exchange. Neither the U.S. Securities and Exchange Commission nor any other federal, state, or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Series 2026 Bonds for sale. Any representation to the contrary is a criminal offense.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE MUNICIPALITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

This Official Statement contains statements which should be considered “forward-looking statements,” meaning they refer to possible future events or conditions. Such statements are generally identifiable by the use of the future tense or by terms such as “may,” “intend,” “will,” “expect,” “forecast,” “project,” “anticipate,” “estimate,” “plan,” “budget,” “believe,” “should,” “strategy,” “position,” or the negative of such terms or variations of such words or similar expressions. In particular, any statements, express or implied, concerning future operating results or the ability to generate funds to service indebtedness are forward-looking statements. Investors are cautioned that reliance on any of those forward-looking statements involves risks and uncertainties and that, although the Governing Body believes that the assumptions on which those forward-looking statements are based are reasonable, any of those assumptions could prove to be inaccurate. Those forward-looking statements, including forecasts, projections, and estimates, are based on currently available information, expectations, estimates, assumptions, and projections, and the Governing Body’s judgment about future expenses of operations and general economic conditions. The forward-looking statements are not guarantees of future performance. Actual results may vary materially and adversely from what is contained in a forward-looking statement. Factors which may cause results different from those expected or anticipated include, among others, increases in costs of operation, decreases in levels of State financial support, general economic and business conditions, and various other events, conditions, and circumstances, many of which are beyond the control of the Municipality. As a result, the forward-looking statements based on those assumptions also could be incorrect, and actual results may differ materially and adversely from any results indicated or suggested by those assumptions.

Although the Municipality believes in making any such forward-looking statement, and its expectations are based on assumptions considered reasonable by the Municipality, any such forward-looking statement involves uncertainties and is qualified in its entirety by reference to factors both identified within this Official Statement and from publicly available sources about trends in municipal government that could cause the actual financial operating results of the Municipality to differ materially and adversely from those contemplated in such forward-looking statements.

Any forward-looking statement speaks only as of the date such statement is made, and the Municipality undertakes no obligation to update any forward-looking statement in this Official Statement to reflect events or circumstances after the date of this Official Statement or to reflect the occurrence of unanticipated events. New factors arise or emerge from time to time, and it is not possible for the Municipality to predict all such factors, nor can it assess the impact of each such factor or the extent to which any factor, or combination of factors, may cause results to differ materially and adversely from those contained in any forward-looking statement.

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CITY OF STARKVILLE, MISSISSIPPI

LYNN SPRUILL
Mayor

Board of Aldermen

MIKE BROOKS
KIM MORELAND
ROY A'. PERKINS
WILLIAM POCHOP

SANDRA C. SISTRUNK
KYLE SKINNER
HENRY N. VAUGHN, SR.

JOANNA MCLAURIN
City Clerk

MITCHELL, MCNUTT & SAMS, P.A.
Starkville, Mississippi
Attorney for the Municipality

WATKINS, WARD AND STAFFORD, PLLC
Starkville, Mississippi
Certified Public Accountants for the Municipality

STEPHENS INC.
Ridgeland, Mississippi
Independent Registered Municipal Advisor

WATKINS & EAGER PLLC
Jackson, Mississippi
Bond Counsel

OFFICIAL STATEMENT

\$10,000,000

COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2026 CITY OF STARKVILLE, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the issuance of the Combined Water and Sewer System Revenue Bonds, Series 2026, dated and issued _____, 20__, in the aggregate principal amount of \$10,000,000 (the “Series 2026 Bonds”), of the City of Starkville, Mississippi (the “Municipality”). In addition to any terms elsewhere defined herein, capitalized terms used in this Official Statement have the meanings set forth under the subheading “Defined Terms” herein below.

The Series 2026 Bonds will be issued pursuant to the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the “Act”), and the resolutions authorizing and directing the issuance of the Series 2026 Bonds adopted by the Mayor and Board of Aldermen of the Municipality (the “Governing Body”) on July 15, 2025, September 2, 2025, and December 2, 2025 (the “Bond Resolution”).

In order to issue the Series 2026 Bonds, the Governing Body adopted a resolution on July 15, 2025, declaring its intention to issue combined water and sewer system revenue bonds in the maximum principal amount of \$10,000,000 to provide funds for the purpose of improving, repairing, and extending (the “Authorized Purpose”) the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality (the “System”) and gave notice of such intention by publication of said resolution three times in a newspaper having a general circulation in the Municipality. If 20% of the qualified electors of the Municipality had filed a written protest against the issuance of such bonds on or before the date specified in said resolution, an election on the question of the issuance of such bonds would have been held. August 19, 2025, was set by the Governing Body as the date on or before which written protest was required to have been filed. No written protest was received on or before said date. The Municipality is now authorized and empowered by the Act to issue the Series 2026 Bonds to provide funds for the Authorized Purpose without the necessity of calling and holding an election on the question of the issuance thereof.

Reference is made to the Act, the Bond Resolution, and any and all modifications and amendments thereof for a description of the nature and extent of the security for the Series 2026 Bonds, the pledge of revenues for the payment of the principal of and interest on the Series 2026 Bonds and any Additional Bonds, the nature and extent of said pledge and the terms and conditions under which the Series 2026 Bonds are issued.

Defined Terms. In addition to any words and terms elsewhere defined herein or in the Bond Resolution, the following words and terms shall have the following meanings unless some other meaning is plainly intended:

“Act” means, together, Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Utilities Act”), and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”).

“Additional Bonds” means any bonds of the Municipality issued on a parity of lien with the Series 2026 Bonds pursuant to the requirements of the Bond Resolution, the Series 2019 Bonds, the Series 2025A Bonds, the Series 2025B Bonds, and the Loans.

“Additional Bonds Resolution” means any resolution of the Governing Body authorizing and directing the issuance of Additional Bonds.

“Annual Debt Service Requirement” means 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” means undertaking activities for the purpose of studying the System and determining the nature and extent of the necessary improvements, repairs, and extensions to the System.

“Bond” or “Bonds” means the Series 2026 Bonds and any Additional Bonds hereafter issued under the terms, limitations, and conditions provided in the Bond Resolution.

“Bond and Interest Fund” means the Bond and Interest Fund authorized, established, designated, and provided for in Section 5.03(a)(2) of the Bond Resolution.

“Bond Counsel” means Watkins & Eager PLLC, Jackson, Mississippi, or any other Nationally Recognized Bond Counsel.

“Bond Insurance Policy” means the municipal bond insurance policy, if any, issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2026 Bonds when due.

“Bond Insurer” or “_____” means _____, or another 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” means the resolutions authorizing and directing the issuance of the Series 2026 Bonds adopted by the Governing Body on July 15, 2025, September 2, 2025, and December 2, 2025.

“Bond Year” means 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 2026 Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Series 2026 Bonds are retired.

“Bondholder” or “Holder”, or any similar derivation thereof, means the Registered Owner of any Series 2026 Bonds issued pursuant to the Bond Resolution.

“Business Day” means 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” means the City Clerk of the Municipality.

“Closing Date” with respect to the Series 2026 Bonds means the date of issuance and delivery of the Series 2026 Bonds to the Purchaser.

“Code” means the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and the Treasury Regulations promulgated thereunder.

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

“Continuing Disclosure Agreement” means 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” means the Current Debt Service Account authorized, established, designated, and provided for in Section 5.03(a)(2)(A) of the Bond Resolution.

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

“Defaulted Interest” means interest on any Series 2026 Bonds which is not paid on the date due.

“Defaulted Principal” means principal of any Series 2026 Bonds which is not paid on the date due.

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

“Event of Default” means an event of default as described in Section 8.01 of the Bond Resolution.

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

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

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

“Loans” means any loans for the System existing on the date of issuance of the Series 2026 Bonds resulting from any loan agreements entered into by the Municipality under any loan programs of the State.

“Maximum Annual Debt Service Requirement” means, at any given time of determination with respect to the Series 2026 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” means the Mayor of the Municipality.

“Municipality” means the City of Starkville, Mississippi.

“Municipal Advisor” means Stephens Inc., Little Rock, Arkansas, the “Independent Registered Municipal Advisor” to the Municipality.

“Nationally Recognized Bond Counsel” means 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” means all Revenues of the System remaining after payment of Current Expenses.

“Notice” means the Notice of Bond Sale attached as **Appendix E**.

“Operation and Maintenance Fund” means the Combined Water and Sewer System Operation and Maintenance Fund authorized, established, designated, and provided for in Section 5.03(a)(1) of the Bond Resolution.

“Outstanding” in connection with the Series 2026 Bonds means, as of the time in question, all Bonds authenticated and delivered under the 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” means 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 2026 Bonds, and to serve as registrar and transfer agent for the registration of owners of the Series 2026 Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

“Payment Date” means _____, 20____, and semiannually thereafter on _____ 1 and _____ 1 of each year, and continuing until the last such date on which any of the Series 2026 Bonds is Outstanding, or is paid in full whether at maturity or upon redemption thereof.

“Person” means 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 means the sums sufficient for the payment of the principal of and interest on the Series 2026 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.

“Project” means 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 2026 Bonds.

“Purchaser” or “Underwriter” means the successful bidder for the Series 2026 Bonds, to be hereafter designated by resolution of the Governing Body.

“Record Date” means, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Series 2026 Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof.

“Record Date Registered Owner” means the Registered Owner as of the Record Date.

“Redemption Price” means, with respect to a Series 2026 Bond, the principal amount of such Series 2026 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” means the Person whose name shall appear in the registration records of the Municipality as the Registered Owner of a Bond or Bonds.

“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 Series 2026 Bonds of such issue shall be refunded. If a portion, but not all, of the Series 2026 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” means, with respect to any Series 2026 Bonds, the stated principal amount of such Series 2026 Bond, unless the issue of bonds which included such Series 2026 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 means the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations) of such Series 2026 Bond.

“Reserve Fund Surety Bond” means 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 the Bond Resolution in lieu of or in substitution for a deposit of cash or securities.

“Revenue Fund” means the Combined Water and Sewer System Revenue Fund authorized, established, designated, provided for in Section 5.02 of the Bond Resolution.

“Revenues” means 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” means the \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2019, of the Municipality, dated and issued May 1, 2019, and maturing May 1, 2039.

“Series 2025A Bonds” shall mean the \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025A, of the Municipality, dated and issued May 21, 2025, and maturing on February 1, 2045.

“Series 2025B Bonds” shall mean the \$8,000,000 Combined Water and Sewer System Revenue Bonds, Series 2025B, of the Municipality, authorized by the Governing Body pursuant to that certain bond resolution, adopted on November 5, 2024, but not yet issued as of the date of this Preliminary Official Statement.

“Series 2026 Bonds” means the Combined Water and Sewer System Revenue Bonds, Series 2026, of the Municipality, in the original principal amount of \$10,000,000, dated the date of issuance thereof, authorized and directed to be issued in the Bond Resolution.

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

“State” means the State of Mississippi.

“Subsection 148(f)” means Subsection 148(f) of the Code.

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

“System” means 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.

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.

THE SERIES 2026 BONDS

Terms of the Series 2026 Bonds. The Series 2026 Bonds shall be in registered form; shall be dated and issued on _____, 20__; shall be in the denomination of \$5,000 each or integral

multiples thereof up to the amount of a single maturity; shall be numbered from 1 upward in order of issuance; shall bear interest from the date thereof at the rates set forth on the cover page of this Official Statement, payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 in each year; and shall mature, with option of prior payment, on _____ 1 in the years and principal amounts as set forth on the cover page of this Official Statement.

Purpose. The Series 2026 Bonds are being issued to provide funds for the Project.

Redemption of the Series 2026 Bonds. The Series 2026 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 2026 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 2026 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 2026 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 2026 Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2026 Bonds to be redeemed.

(c) Prior to the date fixed for redemption, funds shall be placed with the Paying Agent to pay the Series 2026 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 2026 Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by the Bond Resolution and shall not be deemed to be Outstanding under the provisions of the Bond Resolution.

Security for the Series 2026 Bonds. In order to secure the payment of the principal of, premium, if any, and interest on the Series 2026 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 Series 2026 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 the Bond Resolution as the same become due and payable, and (ii) the Current Debt Service Account and the Debt Service Reserve Account. The Series 2026 Bonds are secured on a parity of lien with the Series 2019 Bonds, the Series 2025A Bonds, the Series 2025B Bonds, the Loans, and any Additional Bonds issued pursuant to the Bond Resolution. The Series 2026 Bonds shall be secured equally and ratably by such pledge.

Limitation of the Obligation of the Municipality. The Series 2026 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 as provided in the Bond Resolution. 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 2026 Bonds or the making of any reserve or other payments provided for in the Bond Resolution.

Book-Entry System. The Series 2026 Bonds will be available to purchasers under the Book-Entry System maintained by The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2026 Bonds. Purchasers will not be entitled to receive physical delivery of the Series 2026 Bonds. For so long as any purchaser is a beneficial owner of a Series 2026 Bond, such purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC participant in order to receive payment of principal of and interest on such Series 2026 Bond. In the event the Series 2026 Bonds are no longer held under the Book-Entry System, bond certificates registered in the name of DTC or its nominee will be cancelled and the Municipality will execute and deliver such bonds to the Beneficial Owners as shown on the records of the DTC Participants.

CONTINUING DISCLOSURE

The Municipality will enter into a Continuing Disclosure Agreement for the benefit of holders of the Series 2026 Bonds wherein the Municipality will agree to provide annually its audited financial statements and certain financial information and operating data relating to the System (the “Annual Report”), and to provide notices through the Electronic Municipal Market Access (“EMMA”) system established by the Municipal Securities Rulemaking Board (the “MSRB”) (or such other system as may be subsequently authorized by the MSRB). The Annual Report and notices of material events will be filed by the Municipality through the EMMA system (or such other system as may be subsequently authorized by the MSRB). The specific nature of the information to be contained in the Annual Report or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in **Appendix D**. A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission of the United States of America and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Series 2026 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2026 Bonds and their market price.

The Municipality is responsible for making continuing disclosure filings, which include annual reports containing certain financial information and operating data relating to the Municipality and audited financial statements for each fiscal year. Pursuant to prior written disclosure undertakings, the Municipality is responsible for filing its annual reports and audited financial statements within 12 months of the end of its fiscal year of September 30. The Municipality has consistently timely filed its annual reports containing certain financial information and operating data relating to the Municipality. The Municipality failed to timely file its annual reports related to the System and the Municipality’s electric system for the fiscal year ending September 30, 2023, and failed notices of failure to timely file. The Municipality filed the annual reports related to the System and the electric system on March 8, 2025. The Municipality

has failed in recent fiscal years to timely file its audited financial statements for the fiscal years September 30, 2019, to September 30, 2023, and has filed notices of failure to timely file audited financial statements when applicable. The Municipality filed its audited financial statements for the fiscal year ended September 30, 2022, on EMMA on April 22, 2024. The Municipality filed its audited financial statements for the fiscal year ended September 30, 2023, attached hereto as **Appendix B**, on EMMA on April 9, 2025.

The Municipality's intention is to file the information required under the continuing disclosure undertaking for the Series 2026 Bonds and its prior obligations in a complete and timely manner and has retained an independent agent to monitor compliance throughout the term of the Series 2026 Bonds.

[insert additional information here]

THE COMBINED WATER AND SYSTEM OF THE MUNICIPALITY

General. The Municipality owns the combined waterworks, water supply, sewage, and sewage disposal system of the Municipality (the "System").

The water portion of the System serves approximately 15,500 customers utilizing 280 miles of water mains and 7 wells having a total estimated capacity of 13,270,000 gallons per day ("MGD"). The System utilizes 6 elevated storage tanks and no ground storage tanks, with a total capacity of 3 million gallons.

The sewer portion of the System serves approximately 14,500 customers utilizing 250 miles of sewer mains and a treatment plant with a capacity of 10 MGD.

The Municipality has met all requirements set forth by the Mississippi Department of Environmental Quality and the Environmental Protection Agency.

Water and Sewer Enterprise Fund. The System is maintained as a separate accounting entity and is operated as an "enterprise fund." Such fund is used to account for water and sewer services provided to residents of the Municipality and some residents outside the incorporated area of the Municipality. All activities necessary to provide such services are accounted for in this fund, including administration, engineering, pumping and purification, transmission, and distribution, financing, debt service, and billing and collections.

Water and Sewer System Enterprise Fund. The System is maintained as a separate accounting entity and is operated as an "enterprise fund." Such fund is used to account for water and sewer services provided to residents of the Municipality and some residents outside the incorporated area of the Municipality. All activities necessary to provide such services are accounted for in this fund, including administration, engineering, pumping and purification, transmission, and distribution, financing, debt service, and billing and collections.

Management of the System. The System is operated by Starkville Utilities, a public utility incorporated in 1939 and operating as a self-sustaining arm of the Municipality under administrative control of the Governing Body of the Municipality. Starkville Utilities maintains the book of accounts and prepares financial statements for the System.

Establishment of Rates. Charges for the services and facilities of the System are established by the Governing Body of the Municipality. During any time any obligations of the System are outstanding and unpaid, the Governing Body must consider, among other things, the rate covenant contained in the Bond Resolution (see “SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION - Rate Covenant”).

Rate Structure. The following water and sewer rates were adopted by the Municipality on September 3, 2024, effective November 2024, and apply to each user of the System.

- Water rates for users within the corporate limits of the Municipality through metered services are as follows:

Usage Category (Per Month)	Rate (Per Thousand Gallons)
Minimum Fee	\$9.00
More than 1,000 gallons	\$4.50

- Sewer rates for users within the corporate limits of the Municipality through metered services are as follows:

Usage Category (Per Month)	Rate (Per Thousand Gallons)
Minimum Fee	\$9.00
Within Municipality, plus usage	\$4.50
Within Municipality, Sewer Only	\$21.67

- Water rates for users outside the corporate limits of the Municipality through metered services are as follows:

Usage Category (Per Month)	Rate (Per Thousand Gallons)
Minimum Fee	\$13.50
More than 1,000 gallons	\$6.75

- Sewer rates for users outside the corporate limits of the Municipality through metered and unmetered services are as follows:

Usage Category (Per Month)	Rate (Per Thousand Gallons)
Minimum Fee	\$13.50
Outside Municipality, plus usage	\$6.75

Outside Municipality, Sewer Only	\$32.51
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The following is an estimated breakdown of water and sewer charges for residential and commercial and industrial customers of the System as of September 30, 2024.

	Residential Customers	Commercial and Industrial Customers	Totals
Water Charges:	\$3,614,452	\$1,660,271	\$5,274,723
Sewer Charges:	\$2,425,111	\$1,334,876	\$3,759,987
Totals:	\$6,039,563	\$2,995,147	\$9,034,710

The ten largest residential and commercial users of water per gallon per month as of September 30, 2024, are listed below.

Ten Largest Residential Water Customers	<u>Usage</u> <u>(Gallons per Month)</u>	<u>Revenues</u> <u>(per Month)</u>
SQ Miss State Vista LLC	4,940,970	\$33,818.82
Brooksville Gardens Group LP	4,256,190	\$11,797.65
A Strategy Cedar Cove LLC	4,119,000	\$18,554.50
The Balcony Office	3,127,100	\$15,396.75
Legacy at Louisville	1,472,400	\$5,396.75
Johnny Flemming	1,387,800	\$6,263.10
Starkville Apartment	1,305,200	\$9,734.40
Lloyd Rose	1,219,280	\$5,828.80
Yuan Lin	1,201,340	\$5,424.06
West Main Street Apts LLC	1,145,290	5,171.82
Total:	24,174,570	\$117,386.65
Ten Largest Commercial Water Customers	<u>Usage</u> <u>(Gallons per Month)</u>	<u>Revenues</u> <u>(per Month)</u>
Amazon.com Services LLC	4,163,500	\$18,453.18
MSU Research and Technology	3,070,000	28,975.95
FPA6 College Station LLC	2,022,500	41,144.85
Lakeside Student Living	1,894,000	36,112.05
Chandler Park	1,664,000	44,421.96

Starkville Manor	1,638,300	28,067.90
Starkville MS Opco LLC	1,350,080	23,866.77
Crei-Starkville, LLC	1,272,500	27,563.40
Pines Mobile Home	1,242,500	26,807.40
205 Lynn Ln LLC	1,205,870	12,188.89
Total:	19,523,250	\$287,602.35

The current capacity of the water system is as follows:

<u>Current Water System</u>	<u>Number of Gallons Per Day</u>
Peak Daily Load	13,270,000
Average Daily Usage	5,000,000

The current capacity of the sewer system is as follows:

<u>Current Sewer System</u>	<u>Number of Gallons Per Day</u>
Peak Daily Load*	5.5 MGD
Average Daily Usage	4.0 MGD

*with heavy rain, this could increase

Interlocal Agreement with Mississippi State University. While Mississippi State University (“MSU”) is a significant user of the Municipality’s wastewater treatment plant, MSU is not billed as a standard customer. The Municipality and MSU entered into an amended interlocal agreement dated February 8, 1993 (the “Interlocal Agreement”), whereby MSU agreed to reimburse the Municipality a pro-rata share of the operation and maintenance costs of the wastewater treatment facility based on flow amounts from MSU. When the Municipality receives the reimbursements from MSU, those reimbursements are treated as and become “Revenues” (as defined herein) and therefore are pledged revenues. Additionally, the Municipality agreed to reimburse MSU a pro-rata share of MSU’s operation and maintenance costs of their system/lift stations based on flow amounts from the Municipality’s customers that flow through MSU’s system to arrive at the Municipality’s wastewater treatment facility. The Interlocal Agreement shall remain in full force and effect until terminated or amended by mutual consent in writing by MSU and the Municipality. The Interlocal Agreement pertains exclusively to wastewater services.

The ten largest residential and commercial users of the sewer system per gallon per month as of September 30, 2024, are listed below.

Ten Largest Residential Sewer Customers	Usage (Total Gallons from October 23-September 24)	Revenues
SQ Miss State Vista LLC	10,481,200	\$32,592.04
Brooksville Gardens Group LP	4,256,190	4,424.40
A Strategy Cedar Cove LLC	4,119,000	18,554.50
The Balcony Office	3,127,100	14,089.95
Legacy at Louisville	1,472,400	4,040.55
Johnny Flemming	1,387,800	6,263.10
Starkville Apartment	1,367,000	6,705.00
Lloyd Rose	1,219,280	5,828.80
Yuan Lin	1,201,340	5,424.06
West Main Street Apts LLC	1,145,290	5,171.82
Total:	29,776,600	103,094

Ten Largest Commercial Sewer Customers	Usage (Total Gallons from October 23-September 24)	Revenues
Chandler Park	11,374,900	\$50,922.25
FPA6 College Station LLC	9,129,300	40,614.65
Lakeside Student Living	7,845,000	35,095.10
MSU Research and Technology	6,432,100	28,975.95
Starkville Manor	6,222,200	27,769.28
Crei-Starkville, LLC	6,121,200	27,796.28
Pines Mobile Home	5,953,200	26,508.61
Starkville MS OPO LLC	5,295,720	23,700.68
Hilton Garden Inn	4,688,800	20,916.65
Ferndale Manor	4,686,800	20,859.90
Total:	67,749,220	303,159

Water and Sewer Debt Service. The following schedule shows a summary of the current outstanding debt service of the water and sewer system and the Proposed Series 2026 Bonds.

FYE	Existing			Proposed			After Issuance		
	Total Water & Sewer Debt			Series 2025 Bonds*			Aggregate*		
	Principal	Interest	Total P+I	Principal	Interest	Total P+I	Principal	Interest	Total P+I
09/30/2025	1,170,209	334,229	1,504,438			-	1,170,209	334,229	1,504,438
09/30/2026	1,006,179	303,634	1,309,813	160,000	365,464	525,464	1,166,179	669,098	1,835,277
09/30/2027	912,009	275,788	1,187,797	230,000	295,569	525,569	1,142,009	571,357	1,713,366
09/30/2028	730,487	250,344	980,831	245,000	283,694	528,694	975,487	534,038	1,509,525
09/30/2029	736,654	226,578	963,232	255,000	271,194	526,194	991,654	497,771	1,489,426
09/30/2030	726,144	207,137	933,280	270,000	258,069	528,069	996,144	465,205	1,461,349
09/30/2031	686,413	188,381	874,793	280,000	244,319	524,319	966,413	432,699	1,399,112
09/30/2032	709,873	169,471	879,343	295,000	229,944	524,944	1,004,873	399,414	1,404,287
09/30/2033	738,403	149,891	888,293	310,000	214,819	524,819	1,048,403	364,710	1,413,112
09/30/2034	762,004	129,490	891,493	325,000	200,569	525,569	1,087,004	330,059	1,417,062
09/30/2035	790,677	108,416	899,093	340,000	187,269	527,269	1,130,677	295,685	1,426,362
09/30/2036	819,425	86,519	905,943	355,000	173,369	528,369	1,174,425	259,887	1,434,312
09/30/2037	750,445	64,552	814,997	370,000	158,869	528,869	1,120,445	223,421	1,343,866
09/30/2038	748,119	43,324	791,444	385,000	143,769	528,769	1,133,119	187,093	1,320,212
09/30/2039	754,042	21,702	775,744	400,000	128,069	528,069	1,154,042	149,771	1,303,812
09/30/2040	5,404	23	5,427	415,000	111,769	526,769	420,404	111,792	532,196
09/30/2041	-	-	-	435,000	93,953	528,953	435,000	93,953	528,953
09/30/2042	-	-	-	450,000	74,594	524,594	450,000	74,594	524,594
09/30/2043	-	-	-	470,000	54,469	524,469	470,000	54,469	524,469
09/30/2044	-	-	-	495,000	33,359	528,359	495,000	33,359	528,359
09/30/2045	-	-	-	515,000	11,266	526,266	515,000	11,266	526,266
Total	12,046,487	2,559,477	14,605,964	7,000,000	3,534,392	10,534,392	19,046,487	6,093,869	25,140,356

Source: Starkville Utilities Officials

* - Preliminary, Subject to change.

Revenues Available for Debt Service. The following schedule sets forth the actual and projected Net Revenues and Debt Service Coverage for fiscal years 2020 through 2025.

					Estimate	Proposed Budget
Revenue	2020	2021	2022	2023	2024	2025
Charges for Services	\$6,943,950	\$7,784,946	\$8,386,166	\$9,598,728	\$9,398,529	\$10,487,721
Other Income	\$643,330	\$2,503,620	\$1,561,584	\$970,432	\$3,769,786	\$2,085,929
Total Revenue	\$7,587,280	\$10,288,566	\$9,947,750	\$10,569,160	\$13,168,315	\$12,573,650
Expenses⁽¹⁾						
Operating & Maintenance	\$5,651,078	\$6,419,461	\$5,650,210	\$6,132,188	\$9,370,627	\$7,804,463
Total Expenses	\$5,651,078	\$6,419,461	\$5,650,210	\$6,132,188	\$9,370,627	\$7,804,463
Net Revenue Available for Debt Service	\$1,936,202	\$3,869,105	\$4,297,540	\$4,436,972	\$3,797,688	\$4,769,187
Debt Service						
Total Debt Service	\$1,523,663	\$1,496,888	\$1,501,389	\$1,538,062	\$1,505,438	\$1,504,438
Debt Service Coverage	1.27x	2.58x	2.86x	2.88x	2.52x	3.17x

(1) - Excludes Depreciation and Amortization

Sources: Audited Financial Statements for the Fiscal Years ending September 30, 2020 through 2023 prepared by Watkins, Ward and Stafford, PLLC and City Officials.

Litigation and Claims Affecting the System and the Municipality.

System Litigation. Currently there are no pending or threatened lawsuits, claims, or other proceedings (private, governmental, or otherwise) pertaining to the System which might be expected to affect the availability of Revenues of the System to pay principal of, premium, if any, and interest on the Series 2026 Bonds.

Other Litigation. From time to time, claims are made against the Municipality, some of which result in litigation against the Municipality. None of the pending or threatened claims are expected to affect the Municipality's ability to perform its obligations to the Registered Owners of the Series 2026 Bonds.

Sovereign Immunity. In 1982, in Pruett v. City of Rosedale, the Mississippi Supreme Court (the "Supreme Court") abolished the judicial common law doctrine of sovereign immunity, effective July, 1984, and invited a legislative response by creation of statutory sovereign immunity. In 1984, the Legislature enacted a tort claims act (the "Tort Claims Act") that gave statutory sovereign immunity to the State and its political subdivisions, and then provided for a limited and capped waiver of that immunity.

The Tort Claims Act, as amended, provides a broad statutory sovereign immunity for acts and omissions of governmental entities, whether governmental, proprietary, discretionary or ministerial, including for breach of an implied contract, and without regard to whether a fee, charge or other consideration was paid. The Tort Claims Act waives this statutory sovereign immunity up to certain maximum limits of liability, except for specified circumstances; the maximum liability arising out of a single occurrence is \$250,000 for claims arising on or after June 1, 1997, and before June 1, 2001, and \$500,000 for claims arising on or after June 1, 2001. Attorney fees and punitive damages are not allowed unless otherwise specifically authorized by law; trial of claims arising under the Tort Claims Act shall be conducted without a jury; a claimant must exhaust his administrative remedies before he files suit, and he must file within one year after the cause of action arises; governmental entities and their employees acting within the course and scope of their employment shall not be liable for any claims under specified circumstances; all political subdivisions must purchase liability insurance or set up self-insurance reserves sufficient to cover risks of claims under the Tort Claims Act; all governmental entities may purchase liability insurance in excess of the maximum liability and immunity shall be waived to the extent of the excess liability insurance; and any two or more political subdivisions may enter into agreement to pool liabilities through insurance or self-insurance reserves.

Under existing law, the defense of sovereign immunity would not be available to the Municipality against a claim for payment, when due, of principal of or interest on the Series 2026 Bonds.

RISK FACTORS

Revenues of the System. The Series 2026 Bonds are secured by and are payable solely from a sufficient amount of Net Revenues of the System. Growth of the System is dependent in large part on the growth of numbers of users of the System. The growth of numbers of users of the System may be dependent upon population growth in the area served by the System. Revenues of the

System may also be affected by the expansion or contraction of operations of industrial and commercial users of the System. It is impossible to project such industrial or commercial expansion or contraction.

Cyber Security Management. The Municipality, like many other public and private entities, relies on a large and complex technology environment to conduct its operations and faces multiple cyber security threats including, but not limited to, hacking, phishing, viruses, malware, and other attacks on its computing and other digital networks and systems (collectively, “Systems Technology”). As a recipient and provider of sensitive information, the Municipality may be the target of cyber security incidents that could result in adverse consequences to the Municipality and its Systems Technology, requiring a response action to mitigate the consequences. The Municipality has in place daily backup processes to help mitigate the potentiality of these risks. The Municipality has structured its “technology” environment based upon best practice Zero Trust standards to mitigate these risks. Cyber security incidents could result from unintentional events or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the Municipality’s Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage. The Municipality has implemented certain controls, including data and network security measures, malware protection, security configuration, website filtering and protection, and user training, to mitigate the risk of cyber security breaches from internal sources or activities. The Municipality has personnel policies in place for the Municipality’s computer systems and networks detailing the security of the systems by only designated personnel and password securities in place by user. The Municipality carries a cybersecurity insurance policy in the amount of \$1,000,000. Despite the Municipality’s measures to safeguard its network infrastructure, there are no guarantees that such measures will be successful.

SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION

The following is a summary of certain provisions of the Bond Resolution. The summary does not purport to be comprehensive or definitive. All references herein to the Bond Resolution are qualified in their entirety by reference to such document.

Application of the Series 2026 Bond Proceeds. All funds received from the sale of the Series 2026 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 2026 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 proceeds of the sale of the Series 2026 Bonds shall be deposited into the Improvement Fund.

Rate Covenant.

(a) As long as any of the Series 2026 Bonds are outstanding and unpaid, 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: (a) to pay the Current Expenses of the System and (b) to provide 120% of the amount of the maximum Principal and Interest Requirement for the current Bond Year on account of the Series 2026 Bonds then Outstanding. The Municipality shall maintain a rate ordinance which shall provide Revenues in each Fiscal Year sufficient to satisfy the requirements under this subheading. 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 subsection (a) above, then it shall, as promptly as possible, request the Consulting Engineers 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 of 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.

Combined Water and Sewer System Revenue Fund. An amount of the Revenues of the System sufficient to provide for the deposits required by the Bond Resolution shall be deposited on or before the first Business Day of each month, commencing in the first calendar month following the Closing Date, in the Revenue Fund provided for in the Bond Resolution. The Revenue Fund shall constitute a trust fund for the purposes provided in the Bond Resolution and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in the Bond Resolution.

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 provided in the Bond Resolution. Such sums shall be set aside, allocated, and deposited by the 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 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 Series 2026 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 Series 2026 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 required to be paid into the Current Debt Service Account by the Bond Resolution, the Debt Service Reserve Account shall be maintained as a subaccount in said fund in order to meet any deficiency therein in future years. In order to fully fund the Debt Service Reserve Account, the Clerk shall immediately upon delivery of the Series 2026 Bonds deposit an amount from the proceeds of the sale of the Series 2026 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, 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 Series 2026 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 paragraph (a)(2)(A) above 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 Series 2026 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 in the Bond Resolution.

(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 Series 2026 Bonds then Outstanding, plus the amount of interest then due or to become due on the Series 2026 Bonds then Outstanding, or when the Series 2026 Bonds shall be deemed fully paid within the meaning of the Bond Resolution.

(iv) The Municipality, in its sole discretion and with the prior written 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 the 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 Series 2026 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 in the Bond Resolution. In the event that amounts credited to the Debt Service Reserve Account are used to pay maturing principal or interest on the Series 2026 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 Series 2026 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 Fund Surety Bonds; (3) depositing Revenues into the Debt Service Reserve Account in accordance with (a)(2)(B) above; 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 the Bond Resolution for the payment of the principal of and interest on the Series 2026 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 Series 2026 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 Series 2026 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 the Bond Resolution for the payment of the principal of and interest on the Series 2026 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 Series 2026 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 by the Bond Resolution 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) above 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.

Investment of Funds on Deposit in the Funds. The funds at any time on deposit in any fund or account provided for by the 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 except with respect to 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.

Combined Water and Sewer Improvement Fund. Pursuant to the Bond Resolution, the proceeds of the Series 2026 Bonds remaining after deposits have been made to the various funds and accounts described therein shall be irrevocably deposited by the Municipality into 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 costs of the authorization, issuance, sale, validation, and delivery of the Series 2026 Bonds and Bond Insurance Policy premiums, if any, for the Series 2026 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 2026 Bonds

Operation and Maintenance. The Municipality will maintain the System and all parts thereof in good condition, 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.

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 Series 2026 Bonds and fully to retire all of the Series 2026 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 Series 2026 Bonds are not then redeemable, into an escrow fund as provided in the Bond Resolution, and shall be used only for the purpose of paying the principal of, premium, if any, and interest on the Series 2026 Bonds, as the same shall become due, or for the redemption of callable Bonds (subject to the Bond Resolution).

The foregoing provision notwithstanding, the Municipality shall have and 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 in the Bond Resolution 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 Engineers 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 in the Bond Resolution for such fund.

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 the Bond Resolution, payable from the Net Revenues and being on a parity with the lien of the Series 2026 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 Series 2026 Bonds and the interest thereon.

The Municipality may issue obligations junior and subordinate to the Series 2026 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 obligations. 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 Series 2026 Bonds as to lien on and source of and security for payment from the Net Revenues, and in all other respects.

Insurance for the System. As long as any of the Series 2026 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 Series 2026 Bonds.

To the extent the Municipality is not covered by sovereign immunity, the Municipality will 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 Series 2026 Bonds, or if the Series 2026 Bonds are not then redeemable, into an escrow fund as provided in the Bond Resolution.

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 Engineers, who shall file a report with the 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 Engineers shall deem to be advisable. Such 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.
- (g) A statement of the judgment of the Consulting Engineers concerning whether the System had been maintained in good repair and operating order, with such suggestions as the Consulting Engineers 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 Engineers 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 Engineers.

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 Series 2026 Bonds and any other indebtedness payable from Net Revenues during the 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 the Bond Resolution.

Consulting Engineers. The Municipality will retain Consulting Engineers to inspect the System and make the annual report concerning the same referred to in the Bond Resolution, and to perform the duties provided for therein for such Consulting Engineers.

Default and Remedies. An “Event of Default” as used in the Bond Resolution means any of the following: (a) failure to pay the principal of, premium, if any, or interest on any of the Series 2026 Bonds when such payments shall become due, (b) failure to comply with any other of the covenants of the Municipality set out in the 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 under the Bond Resolution 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, or (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, or (d) the declaration or determination of a default under the additional bonds resolutions.

The Registered Owner of any of the Series 2026 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 the Bond Resolution. If there be any default in the payment of the principal of and interest on the Series 2026 Bonds, any court having jurisdiction in the proper action may, upon petition of the Registered Owners of a majority in principal amount of the Series 2026 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 Series 2026 Bonds and to pay the expenses of operating and maintaining the System in conformity with the provisions of the Act and the Bond Resolution.

Additional Bonds. No Additional Bonds shall be issued unless the conditions set forth in the Bond Resolution are satisfied and unless all of 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 the Bond Resolution.

(b) If the Additional Bonds are to be issued for the purpose of financing the construction or acquisition of improvements to the System then:

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

(2) The Consulting Engineers or accountant shall also certify that the amount of the Net Revenues derived from the operation of the System in each year after acquisition or completion of such improvements and during the period such Additional Bonds will be Outstanding, as estimated by the Consulting Engineers, 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 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 subsection (b), the Consulting Engineers 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 twelve-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 twelve-month period in which such schedule was not in effect.

(c) If the Additional Bonds are to be issued for the purpose of refunding all or a portion of any series of Outstanding Bonds, the issuance of such Additional Bonds shall either result in a net present value debt service savings of not less than 2% of the principal amount of the Series

2026 Bonds to be refunded or the issuance of such Additional Bonds shall satisfy the applicable tests set forth in subsections (b) and (c) above.

(d) The Municipality covenants and provides in the 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.

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 Series 2026 Bonds over any other.

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 Series 2026 Bonds, except in the manner and under the conditions provided above. The Municipality may issue bonds junior and subordinate to the Series 2026 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.

Defeasance of Series 2026 Bonds. If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Series 2026 Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Bond Resolution, then the pledge of any Net Revenues, and other funds and securities pledged under the 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.

Series 2026 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 under this subheading. All Outstanding Series 2026 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 under this subheading if (a) in case any of said Series 2026 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 2026 Bonds on said date and (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 when due will provide money 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 and interest due and to become due on said Series 2026 Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (c) in the event said Series

2026 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 2026 Bonds on such date. Neither investments nor funds deposited with the Paying Agent pursuant to the provisions under this subheading 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 2026 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 the Bond Resolution maturing at times and in amounts sufficient to pay when due the principal or interest due on the interest date or maturity date of the Series 2026 Bonds, 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 2026 Bonds shall not constitute the payment of the Series 2026 Bonds pursuant to the Bond Resolution, and the Series 2026 Bonds shall continue to be Outstanding and the amounts due thereon shall continue to be due and owing under the Bond Resolution until paid in accordance therewith.

Modification or Amendment. (a) No material modification or amendment of the Bond Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the Holders of two-thirds or more in principal amount of the Series 2026 Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Series 2026 Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to fix, maintain and collect fees, rentals and other charges for the System or to pay the interest and principal on the Series 2026 Bonds, as the same mature and become due, from the Net Revenues of the System, or reduce such percentage of Holders of the Series 2026 Bonds required above for such modification or amendment without the consent of the Holders of all of the Series 2026 Bonds.

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

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

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in the Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under the Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Holders of the Series 2026 Bonds;

(3) to subject to the lien of the Series 2026 Bonds and the pledge contained in the Bond Resolution 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 therein to the contrary, the Bond Resolution may be amended by resolution of the Municipality prior to the delivery of any of the Series 2026 Bonds with the consent of the Purchaser and the Bond Insurer, if any.

TAX EXEMPTION

Exclusion from Gross Income Pursuant to Section 103 of the Internal Revenue Code. In the opinion of Bond Counsel, under existing statutes, regulations, rulings, and decisions, as presently interpreted and construed, and based on the assumptions described below, and subject to the exceptions, conditions, and limitations described below, interest on the Series 2026 Bonds earned by the respective owners thereof is excludable from gross income for federal income tax purposes pursuant to the Code.

The Code includes certain restrictions, conditions, and requirements, compliance with which subsequent to issuance of the Series 2026 Bonds is necessary in order that interest on the Series 2026 Bonds be (and continue to be) excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code. In rendering its opinion, Bond Counsel will assume continuous compliance with all provisions of the Code, compliance with which subsequent to the date of issuance of the Series 2026 Bonds is necessary in order that interest on the Series 2026 Bonds be and continue to be excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code. The Municipality has covenanted to comply with each such requirement, and failure of the Municipality to comply with such requirements may cause interest on the Series 2026 Bonds to be includable in gross income for federal income tax purposes, retroactive to the date of issuance of the Series 2026 Bonds.

Alternative Minimum Tax. Pursuant to Section 55 of the Code, an alternative minimum tax is imposed if a taxpayer's regular income tax for a year is less than such taxpayer's "tentative minimum tax" for such year. "Tentative minimum tax" is computed on the basis of "alternative minimum taxable income." "Alternative minimum taxable income" is taxable income determined with certain adjustments and increased by certain items of tax preference.

Among the adjustments applicable in determining "alternative minimum taxable income" for corporations (other than S corporations, regulated investment companies, real estate investment trusts, and real estate mortgage investment conduits, as such terms are defined in the Code) is 75% of the amount by which "adjusted current earnings" exceeds the "alternative minimum taxable income" (determined without regard to the adjustments based on "adjusted current earnings" and the alternative net operating loss deduction described in Section 56 of the Code). Interest on the Series 2026 Bonds will be included in computing "adjusted current earnings."

Among the items of tax preference for all taxpayers is interest on any "specified private activity bond," reduced by any deduction (not allowable in computing the regular tax) which would have been allowable if such were included in gross income. In the opinion of Bond Counsel, the Series 2026 Bonds will not be "specified private activity bonds."

Certain Other Provisions of the Code Affecting Owners of the Series 2026 Bonds; Other Federal Tax Consequences of Interest on the Series 2026 Bonds.

Branch Profits Tax. Interest on the Series 2026 Bonds earned by certain foreign corporations doing business in the United States of America may be subject to the branch profits tax imposed by Section 884 of the Code.

S Corporations. Interest on the Series 2026 Bonds will be includable in calculating the tax on “excess net passive income” imposed by Section 1375 of the Code on certain Subchapter S corporations that have Subchapter C earnings and profits.

Social Security and Railroad Retirement Benefits. Interest on the Series 2026 Bonds held by persons who also receive Social Security or Railroad Retirement Benefits may have the effect of subjecting part of such benefits to federal income taxation.

Insurance Companies. Pursuant to Section 832 of the Code, deductible underwriting losses of property and casualty insurance companies will be reduced by 15% of the amount of interest earned on the Series 2026 Bonds. (If the amount of the reduction exceeds the amount otherwise deductible as losses incurred, such excess may be includable in income).

Financial Institutions. Section 265(b)(1) of the Code provides that commercial banks, thrift institutions, and other financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax-exempt obligations acquired after August 7, 1986 (other than “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code).

The Series 2026 Bonds are not “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code.

Bond Counsel is of the opinion that under existing laws of the State, interest on the Series 2026 Bonds earned by the respective owners thereof is exempt from income taxes of the State.

Bond Counsel Opinion. Bond Counsel will not address or opine with respect to any federal tax consequences arising with respect to the Series 2026 Bonds, other than its opinion with respect to the exclusion of interest on the Series 2026 Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code, its opinion that the Series 2026 Bonds are “qualified tax-exempt obligations,” and its opinion that the Series 2026 Bonds are not “specified private activity bonds.” Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2026 Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Future Federal Legislation. Legislation which may affect the tax consequences of owning municipal bonds is constantly being considered by the United States Congress. There can be no assurance that legislation enacted after the date of issuance of the Series 2026 Bonds will not adversely affect the tax consequences of owning the Series 2026 Bonds, the exclusion of interest on the Series 2026 Bonds from gross income for federal income tax purposes or the market price of the Series 2026 Bonds.

VALIDATION

The Series 2026 Bonds will be submitted to validation before the Chancery Court of Oktibbeha County, Mississippi, as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended.

APPROVAL OF LEGAL PROCEEDINGS

All legal matters in connection with the authorization and issuance of the Series 2026 Bonds are subject to the final approval of the legality thereof by Bond Counsel. Copies of such opinion will be available at the time of delivery of the Series 2026 Bonds. No representation is made to the Registered Owners of the Series 2026 Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Official Statement and Bond Counsel assumes no responsibility to the Registered Owners of the Series 2026 Bonds except for the matters set forth in such opinion.

LITIGATION

No litigation is pending or, to the knowledge of the Municipality, threatened in any court to restrain or enjoin the issuance or delivery of any of the Series 2026 Bonds or the collection of Revenues pledged or to be pledged to pay the principal of and interest on the Series 2026 Bonds, or in any way contesting or affecting the validity of the Series 2026 Bonds or the Bond Resolution or the power to collect and pledge said Revenues to pay the Series 2026 Bonds, or contesting the powers or authority of the Municipality to issue the Series 2026 Bonds or adopt the Bond Resolution.

OFFICIAL STATEMENT CERTIFICATE

The information contained in this Official Statement has been taken from sources considered reliable but is not guaranteed. At the time of the delivery of the Series 2026 Bonds, the representative of the Purchaser will receive a certificate signed on behalf of the Municipality by an authorized officer of the Municipality acting solely in his/her official capacity, substantially to the effect that to the best of his/her knowledge and belief, as of the date of the delivery of the Series 2026 Bonds to the Purchaser, this Official Statement, excluding the Appendices, as then supplemented or amended, does not contain an untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein in the light of the circumstances under which they were made, not misleading. In rendering such certificate, the official executing the certificate may state that he/she has relied in part on his/her examination of the records of the Municipality relating to matters within his/her own area of responsibility, and discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants, and representatives of the Municipality.

REGISTRATION, SALE, AND DISTRIBUTION

The Series 2026 Bonds have not been registered under the Securities Act of 1933, as amended (in reliance upon an exemption therefrom), or the blue-sky laws of any jurisdiction. No assurance can be given that any trading market will develop for the Series 2026 Bonds after their

initial sale by the Municipality. The Municipality has no control over the prices at which the Series 2026 Bonds will be initially reoffered to the public.

THE MUNICIPAL ADVISOR

Stephens Inc., Little Rock, Arkansas, is serving as the “Independent Registered Municipal Advisor” (the “IRMA” or the “Municipal Advisor”) to the Municipality in connection with the issuance of the Series 2026 Bonds. In its capacity as the IRMA, the Municipal Advisor has relied on the opinion of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants, and representations contained in any of the legal documents with respect to the federal or state income tax status of the Series 2026 Bonds or the possible impact of any present, pending, or future actions taken by any legislative or judicial bodies. The information set forth herein has been obtained from the Municipality and other sources believed to be reliable but has not been independently verified by the IRMA.

The IRMA has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the Municipality and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the IRMA does not guarantee the accuracy or completeness of such information.

AUDITORS

The financial statements of the City as of September 30, 2024, have been audited by Watkins, Ward and Stafford, PLLC, Certified Public Accountants, Starkville, Mississippi, independent certified public accountants, as set forth in their report attached as **Appendix B**. Watkins, Ward and Stafford, PLLC, has not performed any procedures relating to this Official Statement.

BOND INSURANCE

[insert additional information here]

BOND RATING

[insert additional information here]

UNDERWRITING

The Series 2026 Bonds have been purchased by _____ (the “Purchaser”), at competitive sale from the Municipality for resale. The Purchaser has agreed to purchase the Series 2026 Bonds at the purchase price of \$_____, calculated at par of \$10,000,000, plus a premium of \$_____, less Purchaser’s discount of \$_____, and less premium for the Bond Insurance Policy of \$_____. The initial public offering yields of the Series 2026 Bonds are set forth on the inside front cover of this Official Statement and may be changed from time to time by the Purchaser. The Purchaser may also allow a concession from the public offering prices to certain dealers. The Purchaser has received no fee from the Municipality for underwriting the Series 2026 Bonds. If the Series 2026 Bonds are sold at the public offering yields as set forth on the inside front cover of this Official Statement, the Purchaser anticipates total selling compensation of \$_____ for the Series 2026 Bonds.

REGISTRAR AND PAYING AGENT

_____, _____, _____, is acting as Registrar and Paying Agent for the Series 2026 Bonds (the “Paying Agent”). The Paying Agent has not provided, or undertaken to determine, the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information; (ii) the validity of the Series 2026 Bonds; or (iii) the tax exempt status of the interest on the Series 2026 Bonds.

MISCELLANEOUS

The references, excerpts, and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2026 Bonds, the security for the payment of the Series 2026 Bonds, and the rights and obligations of the Registered Owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Municipality has prepared this Official Statement which it deems, for purposes of Rule 15c2-12 of the Securities and Exchange Commission, 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 2026 Bonds depending on such matters, and the identity of the Purchaser, subject to revision, amendment, and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed this Official Statement. Upon the sale and award of the Series 2026 Bonds, the Municipality will publish an Official Statement in substantially the same form as this Official Statement subject to minor additions, deletions and revisions as required to complete this Official Statement. The successful bidder must notify the City Clerk of the Municipality in writing within five business days of the sale and award if the bidder requires additional copies of the Official Statement to comply with applicable regulations. The cost for such additional copies will be paid by the successful bidder requesting such copies. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any Purchaser identification determined by the Municipality to be necessary for the Official Statement within 24 hours after the sale and award of the Series 2026 Bonds.

A copy of this Official Statement may be obtained from:

Joanna McLaurin
City Clerk
City of Starkville, Mississippi
j.mclaurin@cityofstarkville.org
(662) 323-2525

or

Brad C. Davis, Esq.
Bond Counsel
Watkins & Eager PLLC
bdavis@watkinseager.com
(601) 965-1988

City of Starkville, Mississippi

/s/ D. Lynn Spruill, Mayor

/s/ Joanna McLaurin, City Clerk

Appendix A

General Information regarding the Municipality and its Economy

Appendix B

**Audited Financial Statements for the Fiscal Year Ended September 30, 2024;
Budget for the Fiscal Years Ended September 30, 2025,
and Budget for the Fiscal Year Ending September 30, 2026**

Appendix C

Form of Bond Counsel Opinion

_____, 2026

To whom it may concern:

We have acted as Bond Counsel in connection with the issuance by the City of Starkville, Mississippi (the “Municipality”), of its \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2026, dated and issued _____, 2026 (the “Series 2026 Bonds”), pursuant to the provisions of Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended, and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (together, the “Act”), and the resolutions of the Mayor and Board of Aldermen (the “Governing Body”) of the Municipality adopted on July 15, 2025, September 2, 2025, and December 2, 2025, authorizing and directing the issuance of the Series 2026 Bonds (the “Bond Resolution”).

All capitalized terms not defined herein shall have the meanings given to them in the Bond Resolution.

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion, including but not limited to the Act and the Bond Resolution.

As to questions of fact material to our opinion, we have relied upon the representations of the Municipality contained in the Bond Resolution and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation, and we express no opinion relating to the accuracy, completeness or sufficiency of any offering material relating to the Series 2026 Bonds.

Based upon our examination, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Municipality is duly created and validly existing as a body corporate and politic and public instrumentality of the State of Mississippi (the “State”) with the corporate power to adopt the Bond Resolution, perform the agreements on its part contained therein, and issue the Series 2026 Bonds.

2. The Bond Resolution has been duly adopted by the Municipality and constitutes a valid and binding obligation of the Municipality enforceable upon the Municipality in accordance with the terms thereof.

3. Pursuant to the Act, the Bond Resolution creates a valid lien on the funds pledged by the Bond Resolution for the security of the Series 2026 Bonds issued pursuant to the requirements set forth in the Bond Resolution, pledged on a parity of lien with the Series 2019 Bonds, the Series 2025A Bonds, the Series 2025B Bonds, the Loans, and any Additional Bonds (all as defined in the Bond Resolution) issued in accordance with the provisions of the Bond Resolution.

4. The Series 2026 Bonds have been duly authorized, executed, and delivered by the Municipality and are valid and binding limited obligations of the Municipality, payable solely from the sources provided therefor in the Bond Resolution. The Series 2026 Bonds and the payment of

debt service are not secured by an obligation or pledge of any funds raised by taxation and the Series 2026 Bonds do not represent or constitute a pledge of the general credit of the Municipality.

5. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest on the Series 2026 Bonds (including any original issue discount properly allocable to a holder thereof) is excluded from gross income for federal income tax purposes and (b) the Series 2026 Bonds are not “specified private activity bonds” and interest on the Series 2026 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporation. The opinions set forth in the immediately preceding sentence are subject to the condition that the Municipality comply with all requirements of the Internal Revenue Code of 1986 (the “Code”), compliance with which subsequent to the issuance of the Series 2026 Bonds is necessary in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Municipality has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2026 Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Series 2026 Bonds.

6. The Series 2026 Bonds are not qualified tax-exempt obligations as such term is used in Section 265(b)(3) of the Code.

7. We express no opinion regarding other federal tax consequences arising with respect to the Series 2026 Bonds.

8. Under existing statutes, regulations, and court decisions as presently interpreted and construed, interest on the Series 2026 Bonds earned by the respective owners thereof is excludable from gross income for purposes of computing income taxes imposed by the State.

9. The Series 2026 Bonds are exempt from registration under the Securities Act of 1933 and securities laws of the State and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939.

The rights of the holders of the Series 2026 Bonds and the enforceability thereof and of the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

Watkins & Eager PLLC

Appendix D

Form of Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the City of Starkville, Mississippi (the “Municipality”), in connection with the issuance of its \$10,000,000 Combined Water and Sewer System Revenue Bonds, Series 2026, dated and issued _____, 2026 (the “Series 2026 Bonds”). The Series 2026 Bonds are being issued pursuant to resolutions adopted by the Mayor and Board of Aldermen (the “Governing Body”) of the Municipality on July 15, 2025, September 2, 2025, and December 2, 2025 (the “Bond Resolution”).

The Municipality covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Municipality for the benefit of the Bondholders and Beneficial Owners and in order to assist the Participating Purchasers in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Resolution which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the Municipality pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories, or other intermediaries) or (b) is treated as the owner of any Series 2026 Bonds for federal income tax purposes.

“Dissemination Agent” means a banking institution or other person or entity appointed by resolution of the Municipality as the Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Municipality and which has provided the Municipality a written acceptance of such designation.

“EMMA” means MSRB’s Electronic Municipal Market Access system on the MSRB Website.

“Listed Event” means any of the events listed in Section 5 of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

“MSRB Website” means www.emma.msrb.org.

“National Repository” means (a) MSRB’s EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

“Official Statement” means the Official Statement dated _____, 20__, pertaining to the Series 2026 Bonds.

“Participating Purchaser” means any of the original Purchasers of the Series 2026 Bonds required to comply with the Rule in connection with offering of the Series 2026 Bonds.

“Required Electronic Format” means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

“Repository” means each National Repository and the State Repository.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” means the State of Mississippi.

“State Repository” means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Agreement, there is no State Repository.

“Submission Date” means the date on which the Annual Report is submitted to the Repositories pursuant to Section 3 of this Disclosure Agreement, which shall be a date not later than 12 months after the end of the Municipality’s fiscal year (presently September 30), commencing with the report for the 2025 fiscal year.

SECTION 3. Provision of Annual Reports.

(a) The Municipality shall, or shall cause the Dissemination Agent to, not later than the Submission Date, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Municipality’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5 of this Disclosure Agreement.

(b) Not later than 15 Business Days prior to the Submission Date, the Municipality shall provide the Annual Report to the Dissemination Agent (if other than the Municipality). If the Municipality is unable to provide to the Repositories an Annual Report by the Submission Date, the Municipality shall send a notice to each Repository or the Municipal Securities Rulemaking Board and the State Repository, if any, in substantially the form attached as “Exhibit A.”

(c) The Dissemination Agent shall:

(1) determine each year prior to the Submission Date the name and address of each National Repository and the State Repository, if any; and

(2) if the Dissemination Agent is other than the Municipality, file a report with the Municipality certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Municipality's Annual Report shall contain or include by reference (a) financial information of the type included in the subsections of the Official Statement Entitled "*The Combined Water And System Of The Municipality*" and (b) the audited financial statements of the Municipality for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Municipality's audited financial statements are not available by the Submission Date, the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Municipality or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Municipality shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events. The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2026 Bonds, in a timely manner not in excess of 10 Business Days after the occurrence thereof:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the securities, if material;

- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Municipality;
- (13) consummation of a merger, consolidation, or acquisition involving the Municipality, the sale of all or substantially all of the assets of the Municipality other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation (as defined in the Rule) of the Municipality, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Municipality, any of which may affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Municipality, any of which reflect financial difficulties.

The events listed above are quoted from the Rule and some may not be applicable to the Municipality or the Series 2026 Bonds.

SECTION 6. Termination of Reporting Obligation. The Municipality's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption, or payment in full of all of the Series 2026 Bonds. If such termination occurs prior to the final maturity of the Series 2026 Bonds, the Municipality shall give notice of such termination in the manner as for a Listed Event under Section 5 of this Disclosure Agreement.

SECTION 7. Dissemination Agent. The Municipality may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Disclosure Agreement. From the date hereof until such time (if any) that the Municipality appoints a Dissemination Agent, or if a Dissemination Agent appointed by the Municipality resigns or is discharged and the Municipality does not appoint a successor Dissemination Agent, the Municipality, acting through the City Clerk of the Municipality, shall carry out the duties of the Dissemination Agent under this Disclosure Agreement.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Municipality may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5 of this Disclosure Agreement, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of an obligated person with respect to the Series 2026 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of “nationally recognized bond counsel”, have complied with the requirements of the Rule at the time of the original issuance of the Series 2026 Bonds after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (1) is approved by the Bondholders in the same manner as provided in the Bond Resolution for amendments to the Bond Resolution with the consent of Bondholders or (2) does not, in the opinion of “nationally recognized bond counsel”, materially impair the interests of the Bondholders or Beneficial Owners.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Municipality shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Municipality. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (a) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (b) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Municipality chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Municipality shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Municipality to comply with any provision of this Disclosure Agreement, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Municipality to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Municipality agrees to indemnify and save the Dissemination Agent, its officers, directors, employees, and agents, harmless against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Municipality under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2026 Bonds.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Municipality, the Dissemination Agent, the Participating Purchasers, and the Bondholders and Beneficial Owners from time to time of the Series 2026 Bonds and shall create no rights in any other person or entity.

Date: _____, 20__

City of Starkville, Mississippi

Mayor

City Clerk

(seal)

Exhibit A

Notice to Repositories of Failure to File Annual Report

Name of Issuer: **City of Starkville, Mississippi**

Name of **\$10,000,000 Combined Water and Sewer System Revenue Bonds,
Series 2026**

Date of Issuance: _____, 2026

NOTICE IS HEREBY GIVEN that the City of Starkville, Mississippi, has not provided an Annual Report with respect to the above-referenced Series 2026 Bonds as required by the Official Statement for the Series 2026 Bonds. The City of Starkville, Mississippi, anticipates that the Annual Report will be filed by _____, 20__.

Date: _____, 20__.

City of Starkville, Mississippi

City Clerk

Appendix E

Notice of Bond Sale

Appendix F

Specimen Municipal Bond Insurance Policy

PROCEDURES FOR POST-ISSUANCE COMPLIANCE

§ _____ COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2026 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: _____, 20__

(seal)



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: December 2, 2025
PAGE: Page 1

SUBJECT: Consideration and Approval of the Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and directing the issuance of general obligation public improvement bonds, series 2026, of the City of Starkville, Mississippi, in the maximum principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, to provide funds for the authorized purposes as described herein; prescribing the form and incidents of the bonds; providing for the levy of taxes for the payment of the bonds; providing for the sale of the bonds; making provision for maintaining the tax-exempt status of the bonds; approving and authorizing the distribution of a preliminary official statement; authorizing the execution and distribution of an official statement pertaining to the sale of the bonds; authorizing the execution of a continuing disclosure agreement pertaining to the bonds; acknowledging and authorizing the execution of post issuance compliance procedures; and for related purposes.

REQUESTING **DEPARTMENT:** Board Business

SUGGESTED MOTION: Move approval of the Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and directing the issuance of general obligation public improvement bonds, series 2026, of the City of Starkville, Mississippi, in the maximum principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, to provide funds for the authorized purposes as described herein; prescribing the form and incidents of the bonds; providing for the levy of taxes for the payment of the bonds; providing for the sale of the bonds; making provision for maintaining the tax-exempt status of the bonds; approving and authorizing the distribution of a preliminary official statement; authorizing the execution and distribution of an official statement pertaining to the sale of the bonds; authorizing the execution of a continuing disclosure agreement pertaining to the bonds; acknowledging and authorizing the execution of post issuance compliance procedures; and for related purposes.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES AS DESCRIBED HEREIN; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF THE BONDS; PROVIDING FOR THE SALE OF THE BONDS; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT PERTAINING TO THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; AND FOR RELATED PURPOSES.

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

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

“Act” shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, and other applicable laws of the State.

“Authorized Purposes” shall mean constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; establishing, repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten years, but specifically not including any motor vehicles weighing less than 12,000 pounds; purchasing fire-fighting equipment and apparatus, and providing housing for the same, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect, and guide the current thereof; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including other recreational facilities; purchasing or constructing, repairing, improving, and equipping building for public libraries, and for purchasing land, equipment, and books therefor; erecting and purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; and, erecting municipal buildings, armories, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning,

and equipping the same, and for erecting, equipping, and furnishing of buildings to be used as a municipal or civic arts center.

“Bond” or “Bonds” shall mean the General Obligation Public Improvement Bonds, Series 2026, of the Municipality, in the maximum principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, authorized and directed to be issued in this Bond Resolution.

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

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

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

“Bond Resolution” shall mean the resolutions authorizing and directing the issuance of the Bonds, adopted by the Governing Body on August 19, 2025, September 16, 2025, and December 2, 2025.

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

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

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

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

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

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

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

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

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

“Infrastructure Modernization Act” shall mean the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 *et seq.*, Mississippi Code of 1972, as amended, adopted by the Legislature of the State.

“Mayor” shall mean the Mayor of the Municipality.

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

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

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

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

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

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

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

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

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

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

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

“Series 2022 Bonds” shall mean the \$5,000,000 General Obligation Public Improvement Bonds, Series 2022, of the Municipality, dated and issued December 6, 2022.

“Series 2024 Bonds” shall mean the \$5,000,000 General Obligation Public Improvement Bonds, Series 2024, of the Municipality, dated and issued May 23, 2024.

“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).

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

2. On August 19, 2025, the Governing Body adopted a resolution entitled **“RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES DESCRIBED HEREIN; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES”** (the “Resolution of Intent”), wherein the Governing Body found, determined, and adjudicated that it is necessary that the Bonds of the Municipality be issued in the amount and for the purpose aforesaid, declared its intention to issue the Bonds, and fixed 5:30 p.m. on September 16, 2025, as the date and hour on which it proposed to authorize the issuance of the Bonds, on or prior to which date and hour any protests to be made against the issuance of such Bonds were required to be filed.

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 first publication having been made not less than 21 days prior to June 21, 2022, and the last publication having been made not more than seven days prior to September 16, 2025, said Resolution of Intent having been published in *The Starkville Daily News* on August 22, 2025, August 28, 2025, September 4, 2025, and September 11, 2025, as evidenced by the publisher's affidavit, attached hereto as **Attachment B**.

4. The Governing Body finds, determines, and adjudicates that on or prior to September 16, 2025, at 5:30 p.m., the aforesaid hour and date set for the receipt of protests, no written protest or other objection of any kind or character against the issuance of the Bonds described in the Resolution of Intent had been filed or presented by qualified electors of the Municipality.

5. Pursuant to the Act, the Municipality has previously issued the Series 2022 Bonds

and the Series 2024 Bonds. The Series 2022 Bonds and the Series 2024 Bonds are payable from the use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act. The Governing Body is authorized pursuant to the Infrastructure Modernization Act to utilize the use taxes for certain authorized purposes, including the payment of debt service on debt obligations issues for certain authorized purposes. All or a portion of the debt service on the Series 2026 Bonds may be payable from the use taxes remitted from the State to the Municipality pursuant to the Infrastructure Modernization Act.

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

7. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is \$349,189,902; the Municipality has outstanding bonded indebtedness subject to the 15% debt limit prescribed by the Act in the amount of \$17,445,000, and outstanding bonded and floating indebtedness subject to the 20% debt limit prescribed by the Act (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$25,743,800; the issuance of the Bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid 15% debt limit, of more than 15% of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid 20% debt limit, in excess of 20% of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

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

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

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

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

12. The Bonds are not “private activity bonds” as such term is defined in Section 141 of the Code.

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

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

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

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

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

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

19. 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.

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

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

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

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

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

SECTION 3. (a) Payments. Payments of interest on the Bonds will be made to the Record Date Registered Owner, and payments of principal will be made without the necessity of presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America. Interest will be paid on the principal amount of each Bond from the date of such Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth therein.

(b) Bond Details. The Bonds will be registered as to both principal and interest; will be dated the date of delivery thereof; will be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one 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 specified by further order of the Governing Body, and semiannually thereafter on such dates as detailed in the Notice and specified by further order of the Governing Body; 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 and specified by further order of the Governing Body.

(c) Prior Redemption. The Bonds shall be subject to redemption prior to their respective maturities at the election of the Municipality as detailed in the Notice and specified by further order of the Governing Body, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Upon receiving notice of the resignation of a Paying Agent, the Municipality will promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent will become effective on the effective date of the resignation or removal of the predecessor Paying Agent upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent will have been so appointed and have accepted appointment within 30 days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

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

(4) Any successor Paying Agent appointed under the provisions hereof will be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and

subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

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

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

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

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

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

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

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF STARKVILLE, MISSISSIPPI
GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026**

No. R-_____ \$ _____

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

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

The Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “Governing Body” of the “Municipality”), a body politic existing under the Constitution and laws of the State of Mississippi (the “State”), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, on the maturity date stated above, without the necessity of presentation and surrender of this Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the “Paying Agent”) for the \$15,000,000 General Obligation Public Improvement Bonds, Series 2026, of the Municipality (the “Bonds”), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond will be made to the Registered Owner hereof whose name will appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the 15th day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above payable on _____, 20_____, and semiannually thereafter on _____ 1 and _____ 1 of each year, until said principal sum is paid, to the Registered Owner hereof whose name will appear in the registration records of the Municipality maintained by the Paying Agent as of the 15th day of the calendar month preceding the applicable interest payment date.

All capitalized terms not otherwise defined herein will have the meaning set forth in the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on August 19, 2025, September 16, 2025, and December 2, 2025 (together, the “Bond Resolution”).

Payments of principal of and interest on this Bond will be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest will be due and payable to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable principal or interest payment date.

Bonds maturing after _____, 20_____, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____, 20_____, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of \$15,000,000, out of an authorized amount of \$15,000,000, to provide funds for the purpose of constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; establishing, repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten years, but specifically not including any motor vehicles weighing less than 12,000 pounds; purchasing fire-fighting equipment and apparatus, and providing housing for the same, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect, and guide the current thereof; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including other recreational facilities; purchasing or constructing, repairing, improving, and equipping building for public libraries, and for purchasing land, equipment, and books therefor; erecting and purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; and, erecting municipal buildings, armories, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same, and for erecting, equipping, and furnishing of buildings to be used as a municipal or civic arts center (the "Authorized Purposes").

This Bond is issued under the authority of the Constitution and statutes of the State, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Governing Body, including the Bond Resolution.

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

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

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

The Bonds shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the

geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution.

Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund, including, but not limited to, use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 *et seq.*, Mississippi Code of 1972, as amended, adopted by the Legislature of the State.

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

IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED that all conditions, acts, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding general obligations of the Municipality, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form, and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the Municipality are hereby irrevocably pledged.

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

City of Starkville, Mississippi

Mayor

Countersigned:

City Clerk

(seal)

REGISTRATION AND VALIDATION CERTIFICATE

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

City of Starkville, Mississippi

(seal)

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the \$15,000,000 General Obligation Public Improvement Bonds, Series 2026, of the City of Starkville, Mississippi.

_____, _____, _____,
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

ASSIGNMENT

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

(Name and Address of Assignee)

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

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

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

(Authorized Signatory)

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

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

Date of Assignment: _____

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

[END OF BOND FORM]

SECTION 7. Replacement of Bond Certificates. In case any Bond will become mutilated or be stolen, destroyed, or lost, the Municipality will, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity, and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed, or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Bond stolen, destroyed, or lost, his filing with the Municipality or Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed, or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

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

adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

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

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

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

SECTION 11. (a) Transfers. Each Bond will be transferable only in the records of the Municipality, upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the Municipality, acting through its Paying Agent, will issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

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

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

by the Municipality or the Paying Agent in connection with any transfer of Bonds will be paid by the Municipality.

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

- (1) The accrued interest, if any, received upon delivery of the Bonds;
 - (2) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;
 - (3) Any income received from investment of moneys in the Bond Fund;
- and

(4) Any other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund, including the use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act.

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

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

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

SECTION 14. (a) Payments of Principal. Payment of principal on the Bonds will be made, without the necessity of presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof whose name will appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

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

(c) Method of Payment; Change of Address. Principal of and interest on the Bonds will be paid by check or draft delivered directly to or mailed on the date on which interest or principal and interest will be due and payable, or such other method as may be mutually satisfactory to the Paying Agent and Bond Holders, to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the 15th day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

SECTION 15. Validation. The Bonds 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 Bonds.

SECTION 16. Validation of Certain Amendments, Revisions, or Supplements. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Bonds and the payment dates for principal and interest, that in the event the delivery of the Bonds is delayed by a contest of the validation of the Bonds or otherwise, and the initial Purchaser will decline to take delivery of the Bonds, then the Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning on the next principal payment date following the issuance of the Bonds as provided by the subsequent resolution directing the offer for sale thereof, and continuing through the final payment. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing on the next principal payment date or interest payment date (whichever occurs first) following the date of the Bonds. After the validation of the Bonds, no amendment, revision or supplement contemplated by this Section will be cause for the re-submission of the proceedings for the issuance of the Bonds, as amended, revised or supplemented, to any further validation proceedings, it being the intent of this Bond Resolution that any such amendments, revisions or supplements be covered by the initial validation proceeding.

SECTION 17. Events of Default; Remedies. An "Event of Default" as used in this Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments will become due, (b) failure to comply with any other of the covenants of the Municipality set out in this Bond Resolution and the continuation thereof for 30 days after written notice specifying such failure will have been given to the Municipality by any Bondholder or (c) filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws. Notwithstanding the foregoing, the Municipality's noncompliance with its

obligations under Section 20 hereof and the Continuing Disclosure Agreement will not constitute an Event of Default within the meaning of this Section.

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

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

SECTION 18. Preliminary Official Statement. The Governing Body hereby approves the Preliminary Official Statement pertaining to the sale of the Bonds, and the distribution of said Preliminary Official Statement is hereby authorized substantially in the form attached hereto as **Attachment C**.

SECTION 19. Official Statement.

(a) The Governing Body hereby approves and adopts the Official Statement pertaining to the sale of the Bonds in substantially the form of the Preliminary Official Statement with such completions, changes, insertions, and modifications as shall be approved by the officers of the Municipality executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval.

(b) The Governing Body hereby approves the execution by the Mayor and the City Clerk of the Official Statement for and on behalf of this Governing Body, and the distribution of such Official Statement pertaining to the sale of the Bonds is hereby approved.

SECTION 20. Continuing Disclosure Agreement. The Governing Body hereby approves and adopts the Continuing Disclosure Agreement attached to the Preliminary Official Statement, and approves and authorizes the execution of said Continuing Disclosure Agreement by the City Clerk of the Municipality for and on behalf of the Municipality in substantially the form attached to the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the officer of the Municipality executing and delivering the same, the execution thereof to be conclusive evidence of such approval.

SECTION 21. (a) Offer for Sale as Provided in Notice. The Bonds will be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, on the date, and at the hour specified and upon the terms and conditions set out in the Notice in Section 22 hereof. On or before said date and hour, such sealed bids must be filed with the City Clerk at the place

specified in the Notice. The Governing Body reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Bonds at a private sale at any time within 60 days after the date advertised for the receipt of bids, at a price not less than the highest bid which will have been received at the advertised sale.

(b) Interest Rate Limit; Requirements of Act. In no event will the Bonds be issued at a rate of interest in excess of that allowed in the Notice, and the Bonds will in all other respects comply with the requirements of the Act.

SECTION 22. Notice of Bond Sale: Publication and Form. As required by Section 31-19-25, Mississippi Code of 1972, as amended, the City Clerk is hereby authorized and directed to give the Notice by publishing an advertisement at least 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 will be in substantially the following form:

NOTICE OF BOND SALE

\$15,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 202 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 \$15,000,000 General Obligation Public Improvement Bonds, Series 2026, of the Municipality (the “Bonds”) on Tuesday, _____, 20__, until the hour of ____ [am/pm].

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 ____ [am/pm]., 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. 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 Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

THE BONDS: The Bonds will be registered as to both principal and interest; will be dated and bear interest, calculated on the 30/360 basis, from _____, 20__; will be issued on _____, 20__; will be delivered in definitive form as registered bonds; will be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from 1 upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, calculated on the 30/360 basis, from the date thereof, payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale (this “Notice”).

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

<u>YEAR</u>	<u>AMOUNT</u>
2025	\$
2026	\$
2027	\$
2028	\$
2029	\$
2030	\$
2031	\$
2032	\$
2033	\$
2034	\$

REDEMPTION: Bonds maturing after _____, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent (as defined herein).

REVISED MATURITY SCHEDULE AND/OR BID PARAMETERS: The aggregate principal amount of each series of the Bonds (the “Preliminary Aggregate Principal Amount”) and the annual principal amounts of each series of the 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 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 Bonds and the Revised Annual Principal Amount of each series of 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 Bonds and the Revised Annual Principal Amounts of each series of 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 Bonds will not exceed \$15,000,000. 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 Bonds (the "Final Annual Principal Amounts") and the final aggregate principal amount of each series of Bonds (the "Final Aggregate Principal Amount"). The dollar amount bid by the successful bidder for each series of Bonds will be adjusted to reflect any adjustments in the Final Aggregate Principal Amount of such series of 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 Bonds and the Final Aggregate Principal Amount of each series of 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 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 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 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 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 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 Bonds will be made by the Governing Body on the sale date.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, and other applicable laws of the State of Mississippi (together, the "Act"), and the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on August 19, 2025, September 16, 2025, and December 2, 2025 (together, the "Bond Resolution"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount

upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund, including, but not limited to, use taxes remitted from the State of Mississippi to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 *et seq.*, Mississippi Code of 1972, as amended, adopted by the Legislature of the State of Mississippi. The Governing Body is authorized pursuant to the Infrastructure Modernization Act to utilize the use taxes for certain authorized purposes, including the payment of debt service on debt obligations issues for certain authorized purposes.

PURPOSE: The Bonds are being issued to provide funds for the purpose of constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; establishing, repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten years, but specifically not including any motor vehicles weighing less than 12,000 pounds; purchasing fire-fighting equipment and apparatus, and providing housing for the same, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect, and guide the current thereof; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including other recreational facilities; purchasing or constructing, repairing, improving, and equipping building for public libraries, and for purchasing land, equipment, and books therefor; erecting and purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; and, erecting municipal buildings, armories, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same, and for erecting, equipping, and furnishing of buildings to be used as a municipal or civic arts center (the “Authorized Purposes”).

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked “Bid for \$15,000,000 General Obligation Public Improvement Bonds, Series 2026, 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 jmclaurin@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. All bids submitted in

electronic form should be delivered via email to the Municipal Advisor at max.neely@stephens.com.

Electronic bids for the 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 11:00 a.m., C.D.T., 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 Bonds will not bear a greater overall maximum interest rate to maturity than 11% per annum, nor will the interest rate for any one maturity exceed 11% per annum. No Bond will bear more than 1 rate of interest; each Bond will bear interest, calculated on the 30/360 basis, from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity will bear the same rate of interest from date to maturity; and the lowest interest rate specified will not be less than 70% of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of 1/8th of 1% or 1/10th of 1% and a 0% rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a 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 \$_____ as a guaranty that the bidder will carry out its contract and purchase the 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 Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith deposit will be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

DTC BOOK-ENTRY: Unless specifically declined by the purchaser, the Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-entry system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will be made directly to such Registered

Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: If an award of the Bonds is made, the 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 Bonds will be calculated as that rate which when used in computing the present worth of all payments of principal and interest on the Bonds (compounded semi-annually from the dated date of the Bonds) produces a value equal to the purchase price of the 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 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 Bonds if the Bonds are not tendered for delivery within 60 days from the date of sale thereof, and in such event the Governing Body will return to said bidder its good faith deposit. The Governing Body will have the right, at its option, to cancel its agreement to sell the Bonds if within 5 days after the tender of the Bonds for delivery the successful bidder will not have accepted delivery of and paid for the Bonds, and in such event the Governing Body will retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The initial payment agent for the 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 Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to Registered Owners of the Bonds as of the 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 Bonds will be transferable only upon the books of the Paying Agent.

DELIVERY: The successful bidder must designate within 30 days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor will be made in immediately available funds.

CUSIP NUMBERS: Unless specifically declined by the purchaser, the Municipal Advisor will request that the CUSIP Service Bureau assign CUSIP identification numbers to the Bonds, which numbers will be printed on the Bonds. The successful bidder will be responsible for the costs of assigning CUSIP numbers to the 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 Bonds in accordance with this Notice.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Bond Counsel. In the opinion of Bond Counsel, interest on the Bonds is exempt from federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions with such exceptions as will be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a no-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

BONDS AS “QUALIFIED TAX-EXEMPT OBLIGATIONS”: The Municipality has not designated the Bonds as “qualified tax-exempt obligations” within the meaning and for purposes of Section 265(b)(3) of the Code.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of S.E.C. Rule 15(c)2-12, to be final and complete as of its date except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement.

ISSUE PRICE: The successful bidder shall assist the Municipality in establishing the issue price of the Bonds and shall execute and deliver to the Municipality at the closing for the Bonds an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the Municipality and Bond Counsel. The Municipality intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because: (a) the Municipality shall disseminate this Notice to potential underwriters in a manner that is reasonably designed to reach potential underwriters; (b) all bidders shall have an equal opportunity to bid; (c) the Municipality may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (d) the Municipality anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice. Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the

Bonds, as specified in the bid. In the event that the competitive sale requirements are not satisfied, the Municipality shall advise the winning bidder. The Municipality shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price on that maturity applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Municipality if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Municipality will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds. If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Municipality the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing of the Bonds has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold. By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires. Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for the purposes of this Notice. Further, for purposes of this Notice: (a) "public" means any person other than an underwriter or a related party, (b) "underwriter" means (A) any person that agrees pursuant to a written contract with the Municipality (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (c) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one

corporation of another), more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or Interests by one entity of the other), and (d) "sale date" means the date that the Bonds are awarded by the Municipality to the winning bidder.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15(c)2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Agreement at the time of issuance and delivery of the Bonds will relieve the successful bidder from its obligation to purchase the Bonds.

MUNICIPAL BOND INSURANCE: The Municipality has provided information to prospective bond insurance companies in order to qualify the Bonds under their respective optional bidding programs. If the successful bidder or bidders for the Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the 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 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 December 2, 2025.**

City of Starkville, Mississippi

/s/ Joanna McLaurin, City Clerk

Publication Instructions:

Starkville Daily News

_____, 20____, and _____, 20____

[END OF FORM OF NOTICE]

SECTION 23. Proof of Publication. The City Clerk will obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the times and in the manner required by law, and such proof of publication will be filed in the City Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

SECTION 24. Continuing Disclosure. The Municipality hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Bond Resolution, failure of the Municipality to comply with the Continuing Disclosure Agreement will not be considered an Event of Default pursuant to Section 17 hereof; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Section.

SECTION 25. Book-Entry Only System. Notwithstanding anything herein to the contrary and unless specifically declined by the Purchaser, the Bonds will be initially issued in the form of a separate, single and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond will be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 26 hereof, all of the outstanding Bonds will be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

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

SECTION 26. Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent will (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds will no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds will designate, in accordance with the provisions of this Bond Resolution.

SECTION 27. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond will be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 28. Non-arbitrage Bond Covenants; Non-arbitrage and Federal Tax Certificate. (a) The Municipality covenants and certifies to and for the benefit of the owners of the Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Bonds, including amounts treated as proceeds, if any, which will cause the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment, or use.

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

(2) In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Bonds, it will have received written instructions from “nationally-recognized bond counsel” with respect to specific actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Bonds, assure compliance with such covenants; and (B) the Municipality will comply with

such instructions until the Municipality will have received from “nationally-recognized bond counsel” written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Bonds or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality will thereafter comply with all such alternative instructions.

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

(d) The Municipality will not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Bonds in a manner or for a price which would cause any of the Bonds to be or become an “arbitrage bond” within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their “market price” or “fair market value.”

(e) The Mayor and/or the City Clerk are hereby authorized to execute a “non-arbitrage and federal tax certificate” in connection with the sale and delivery of the Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Bonds and also setting forth certain covenants, stipulations, and certifications with respect to the investment and expenditures of the proceeds of the Bonds, and the Municipality will comply with all certifications, stipulations, and covenants set forth in such certificate. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or the Subsection 148(f) Regulations.

SECTION 29. Private Activity Bond Covenants; Tax Covenants. (a) The Municipality will take such actions as may be necessary in order to assure that the Bonds are not “private activity bonds” within the meaning of Section 141 of the Code.

(b) No more than 10% of the Bond proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(c) No more than 10% of any property with respect to which all or any part of the Bond proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(d) None of the Bond proceeds will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such Bond proceeds.

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

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

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Bonds be (under the terms of the Bond or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a private business use.

(h) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory, or possession of the United States of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (1) were or are to be sold at substantially the same time as the Bonds, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds and (3) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

(i) The Municipality covenants and certifies that no payment of principal of or interest on the Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants, and covenants that none of the 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 bond proceeds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the Treasury of the United States of America; or (E) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

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

SECTION 30. When Computations, Deposits, or Rebate Payments Are Not Required. In the event it is determined the Bonds do not meet the requirements of paragraph (4) of Subsection 148(f), but in the event the Municipality receives an opinion of “nationally-recognized bond counsel” to the effect that any of the computations, deposits, or payments referenced herein are not required to be made in order to maintain the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits, or payments.

SECTION 31. Covenant Regarding Hedge Bonds. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds. No more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

SECTION 32. Modification or Amendment. (a) No material modification or amendment of this Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of 2/3^{rds} or more in principal amount of the Bonds then outstanding; provided, however, that no modification or amendment will permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to levy taxes in an amount sufficient to pay the interest and principal on the Bonds, as the same mature and become due, or reduce such percentage of Holders of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

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

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

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

(3) to subject to the pledge herein contained additional revenues or receipts.

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

SECTION 33. Payments Due on Days Other Than Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any

Bonds, or the date on which any funds are required to be deposited into a fund pursuant hereto, will be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then payment of interest or principal, and premium, if any, or deposit into the funds pursuant hereto, need not be made on such date but will be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a fund, and no interest will accrue for the period after such date.

SECTION 34. Severability; Ministerial Changes. (a) If any section, paragraph, clause, or provision of this Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any other provision hereof.

(b) In the event the Bonds are delivered in a year other than is shown as the year identifying the series of the Bonds, then the year identifying the series of the Bonds shall be changed to the year of delivery thereof.

SECTION 35. Post Issuance Compliance Procedures. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures, substantially in the form set out in **Attachment A** hereto.

SECTION 36. Bond Insurance. The Mayor is hereby authorized within his discretion to arrange for an "Insurance Policy Commitment" from a Bond Insurer for a Bond Insurance Policy. The fees and expenses of said Insurance Policy Commitment and Bond Insurance Policy may be paid for by the Municipality and may be paid for by prospective bidders for the Bonds and the Purchaser of the Bonds. The Mayor is further authorized to execute and deliver the Insurance Policy Commitment for the provision of the Bond Insurance Policy and any additional documents and certificates which are required by the Bond Insurer to provide credit enhancement in connection with the issuance of the Bonds. Any reasonable changes, insertions, and omissions, as may be required by the Bond Insurer as conditions to the issuance of its Bond Insurance Policy, to any documents are to be approved by the Mayor, such approval being hereby authorized and the execution of the Insurance Policy Commitment for said Bond Insurance Policy being conclusive evidence of such approval. In anticipation of the issuance of the Insurance Policy Commitment by the Bond Insurer for its Bond Insurance Policy, the Municipality hereby approves (1) the engagement of the Bond Insurer and (2) the references to said Bond Insurer, the Bond Insurance Policy, and the documents related to the issuance of the Bonds in all documents associated therewith and the deletion of said references if the Bond Insurer should not provide the Insurance Policy Commitment for its Bond Insurance Policy.

SECTION 37. Municipal Bond Rating. The Mayor is hereby authorized within his discretion to arrange for a municipal bond rating. The fees and expenses of said municipal bond rating shall be paid for by the Municipality. The Mayor is further authorized to execute and deliver any required documents for the provision of the municipal bond rating and any additional documents and certificates which are required by the municipal bond rating agency or agencies. Any reasonable changes, insertions, and omissions, as may be required by the municipal bond rating agency or agencies as conditions to the issuance of its municipal bond rating, to any documents are to be approved by the Mayor, such approval being hereby authorized and the execution of the documents related to such municipal bond rating being conclusive evidence of

such approval. In anticipation of the municipal bond rating by the municipal bond rating agency or agencies, the Municipality hereby approves (1) the engagement of the municipal bond rating agency or agencies and (2) the references to said municipal bond rating agency or agencies and the documents related to the issuance of the Bonds in all documents associated therewith and the deletion of said references if the municipal bond rating agency or agencies should not provide the municipal bond rating.

SECTION 38. Repealer; Effective Date. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof will be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this Bond Resolution will become effective upon the adoption hereof.

SECTION 39. ENGAGEMENT OF PROFESSIONALS. The Governing Body hereby affirms the engagement of the Municipal Advisor and authorizes and approves the engagement of Bond Counsel in connection with the issuance of the Bonds and authorizes the execution of the letters of engagement and disclosure attached hereto as **Attachment D**.

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

Alderman Mike Brooks	voted: _____
Alderwoman Kim Moreland	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderman William Pochop	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Kyle Skinner	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, December 2, 2025.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Attachment A

Post Issuance Compliance Procedures

Attachment B

Proof of Publication of Resolution of Intent

Starkville Daily News

August 22, 2025; August 28, 2025; September 4, 2025; and September 11, 2025

Attachment C

Preliminary Official Statement

Attachment D

Letters of Engagement and Disclosure

AFFP

B001F Resolution of Intent

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

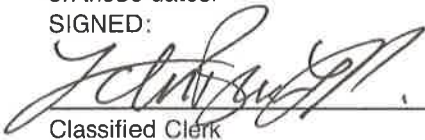
John W. Bane, Jr., being duly sworn, says:

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:

August 22, 2025, August 28, 2025, September 04, 2025,
September 11, 2025

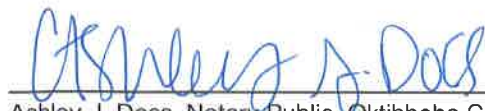
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 11th day of
September 2025.

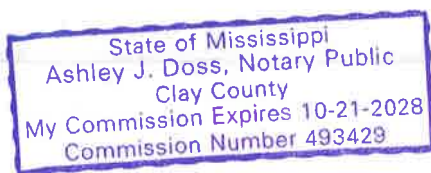


Ashley J. Doss, Notary Public, Oktibbeha County,
Mississippi

My commission expires: October 21, 2028

00001631 00107762

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 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES DESCRIBED HEREIN; 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:
• It is necessary and in the public interest to issue debt obligations of the Municipality to provide funds for the purpose of (i) constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; establishing, repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten years, but specifically not including any motor vehicles weighing less than 12,000 pounds; purchasing fire-fighting equipment and apparatus, and providing housing for the same, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect, and guide the current thereof; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including other recreational facilities; purchasing or constructing, repairing, improving, and equipping building for public libraries, and for purchasing land, equipment, and books therefor; erecting and purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; and, erecting municipal buildings, armories, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same, and for erecting, equipping, and furnishing of buildings to be used as a municipal or civic arts center (together, the "Authorized Purposes"); (ii) funding a capitalized interest account, if necessary; and, (iii) paying the costs of the authorization, issuance, sale, validation, and delivery of the debt obligations (together, the "Project").

• The Municipality is authorized by Sections 2133301 et seq., Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), to issue general obligation public improvement bonds of the Municipality for the Project in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series (the "Bonds"), and for which purpose there are no other available funds on hand.

The assessed value of all taxable property within the Municipality, according to the last completed assessment for taxation, is \$349,189,902. The Municipality has outstanding bonded indebtedness subject to the 15% debt limit prescribed by the Municipal Improvements Act, in the amount of \$18,238,000, and outstanding bonded and floating indebtedness subject to the 20% debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$26,587,000. The issuance of the bonded indebtedness hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid 15% debt limit, of more than 15% of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid 20% debt limit, in excess of 20% of the assessed value of taxable property within the Municipality, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality. Under the provisions of the Municipality Improvements Act, Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State of Mississippi (the "State"), the Municipality is authorized to undertake activities for the Project and to provide for the payment of the costs thereof, or any

portion of such costs, by issuing a general obligation public improvement bond or general obligation public improvement bonds of the Municipality in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series (the "Qualified Obligation"), for sale to the Mississippi Development Bank (the "Bank"), or entering into a loan agreement and obtaining a loan from the Bank evidenced by a promissory note of the Municipality in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series (the "Note").

The Municipality reasonably expects that it will incur expenditures for the Project for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Note, 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, the Qualified Obligation, or the Note.

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 Improvements Act, the Bank Act, and other applicable laws of the State (together, the "Act").

• The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds, the Qualified Obligation, or the Note, pursuant to the Act.

SECTION 3. The Bonds or the Qualified Obligation, if issued, will be general obligations payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually, if necessary, upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof. The Note, if issued, will be payable from the legally available revenues of the Municipality. Other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Bonds, Qualified Obligation, or the Note, if issued, include, but are not limited to, use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 et seq., Mississippi Code of 1972, as amended, but limited to those elements of the Authorized Purposes codified in Sections 27-67-1 et seq., Mississippi Code of 1972, as amended.

• 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, the Qualified Obligation, or the Note, with the proceeds of the Bonds, the Qualified Obligation, or the Note, to the extent permitted by the Reimbursement Regulations.

• The Governing Body proposes to direct the issuance of the Bonds, the Qualified Obligation, or the Note in the amount, for the purpose, and secured as aforesaid, at a meeting of the Governing Body to be held at its regular meeting place and time at City Hall located at 110 West Main Street in the Municipality on Tuesday, September 16, 2025, at 5:30 p.m., or at some meeting held subsequent thereto.

• Pursuant to the Act, if 20%, or 1,500, whichever is less, of the qualified electors of the Municipality shall file with the City Clerk of the Municipality a written protest against the issuance of the Bonds, the Qualified Obligation, or the Note on or before Tuesday, September 16, 2025, at 5:30 p.m., or at some meeting held subsequent thereto, then the Bonds, the Qualified Obligation, or the Note shall not be issued unless authorized at an election to be called and held as provided by law on the question of the issuance of the Bonds, the Qualified Obligation, or the Note. If no sufficient protest is filed, then the Bonds, the Qualified Obligation, or the Note may be issued without an election on the question of the issuance thereof at any time within a period of two years after the date specified above.

This resolution shall be published once a week for at least three consecutive weeks in the Starkville Daily News, a newspaper published in the Municipality and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than 21 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Note, and the last publication shall be made not more than seven days prior to such date.

The City Clerk shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 5 hereof.

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 Mike Brooks offered and Alderman William Pochop seconded the motion to adopt

the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Mike Brooks voted: Aye
Alderwoman Kim Moreland voted: Aye
Alderman Roy A. Perkins voted: Aye
Alderman William Pochop voted: Aye
Alderwoman Sandra C. Sistrunk voted: Aye
Alderman Kyle Skinner voted: Aye
Alderman Henry N. Vaughn, Sr. voted: Aye

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried, and the resolution adopted on this day, August 19, 2025.

City of Starkville, Mississippi

/s/ D. Lynn Spruill, Mayor

/s/s Lesa D. Hardin, City Clerk

Publication Instructions:

Starkville Daily News

August 22, 2025; August 28, 2025; September 4, 2025; and September 11, 2025

WATKINS & EAGER

Attorneys and Counselors at Law

e s t . 1 8 9 5

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Direct dial: 601-965-1901
E-mail: bdavis@watkinseager.com

December 2, 2025

Berkley N. Huskison, Esq.
Mitchell McNutt & Sams, PA
215 North 5th Street
Columbus, Mississippi 39701

RE: \$15,000,000 General Obligation Public Improvement Bonds, Series 2026
City of Starkville, Mississippi

Dear Berk:

This letter will confirm the selection by the City of Starkville, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Bond Counsel with respect to the above-referenced bonds to be issued by the Municipality (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake as Bond Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities as Bond Counsel to the Municipality and be compensated by you for performing in such role.

Proceeds of the Bonds are expected to be used to provide funds for the purpose of (i) constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; establishing, repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten years, but specifically not including any motor vehicles weighing less than 12,000 pounds; purchasing fire-fighting equipment and apparatus, and providing housing for the same, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect, and guide the current thereof; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including other recreational facilities; purchasing or constructing, repairing, improving, and equipping building for public libraries, and for purchasing land, equipment, and books therefor; erecting and purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; and, erecting municipal buildings, armories, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same, and for erecting, equipping, and furnishing of buildings to be used as a municipal or civic arts center (the "Authorized Purposes"); and, (ii) paying the costs of the authorization, issuance, sale, validation, and delivery of the debt obligations (together, the "Project").

Scope of Engagement and Duties to Be Performed

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

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

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

- (a) an opinion of the Municipality's counsel addressing the authorization of the issuance of the Bonds and the execution of the related documents, and other matters normally covered by an opinion of counsel to the Municipality in similar financings;
- (b) certificates from the Municipality's officials dealing with financial condition, litigation, regulatory approval, due authorization, and various factual matters; and
- (c) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

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

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

Compensation and Reimbursement

We propose that our fee be determined in consultation and negotiation with Municipality, to include the standard State Bond Attorney fee, with such fee to be based upon (i) the terms, structure, size, and schedule of the financing which may be represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we devoted to the financing, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to any fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

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

Documents and Files

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

Waiver of Conflict

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

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

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

December 2, 2025

Page 4

Miscellaneous

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

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

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

Very truly yours,



Watkins & Eager PLLC

**cc: Mayor Lynn Spruill
Board of Aldermen**

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

City of Starkville, Mississippi

By: _____

Name: _____

Title: _____

**PROCEDURES FOR POST-ISSUANCE COMPLIANCE
TAX-EXEMPT FINANCINGS**

**§ _____ GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS,
SERIES 2026
CITY OF STARKVILLE, MISSISSIPPI**

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the “Procedures”) is to ensure that the tax-exempt financings of the City of Starkville, Mississippi (the “Municipality” or the “Issuer”) remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the “Code”) apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to the Issuer and its obligations.

The “Financing”

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to “bonds” but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Issuer designates the City Clerk of the Municipality (the “City Clerk”) and the Director of Finance of the Municipality (the “Director of Finance”) as the primary persons responsible for compliance with this policy (together, the Responsible Parties”). The Responsible Parties will coordinate efforts with the Board and parties working with the Issuer on financings and the operation of bond financed facilities to ensure that any actions taken with respect to bond financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Issuer will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each years that tax-exempt bonds are outstanding
- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings

for, or in relation to conduit transactions with, the Issuer

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

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

Separate Bank Account

Many of the Code provisions related to tax exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Issuer will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The Responsible Parties are responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that “fair market value” is used with respect to the purchase and sale of investments

Additionally, the Responsible Parties shall monitor compliance with rebate and yield restriction rules on an annual basis.

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

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:

- a) Investment contracts (e.g., guaranteed investment contracts)
 - b) Credit enhancement transactions (e.g., bond insurance contracts)
 - c) Financial derivatives (e.g., swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

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

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

With respect to each issue of tax-exempt bonds, the Issuer shall retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

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

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private

business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

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

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Issuer is not in compliance with the arbitrage requirements imposed by the Code or the Issuer has taken a deliberation action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by bond counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

Policy Supplemental to all Existing Policies

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

Dated: _____, 20__

City of Starkville, Mississippi

City Clerk

Director of Finance

(seal)

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 20__

NEW ISSUE-BOOK-ENTRY ONLY

UNDERLYING RATING: _____
INSURED RATING: _____
(See "BOND RATING" and "BOND INSURANCE" herein)

In the opinion of Bond Counsel, under existing laws, regulations, rulings, and judicial decisions, and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Bonds (defined below) is excludable from gross income under federal income tax laws pursuant to Section 103 of the Internal Revenue Code of 1986, as amended. Bond Counsel is further of the opinion that under existing law, interest on the Bonds earned by the respective owners thereof is exempt from State of Mississippi income taxes. For a more complete description, see "TAX MATTERS" herein.

\$15,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026 CITY OF STARKVILLE, MISSISSIPPI

DATED: Date of Delivery.

DUE: _____, as shown below

The City of Starkville, Mississippi (the "Municipality") is issuing its \$15,000,000 General Obligation Public Improvement Bonds, Series 2026 (the "Bonds") (a) to provide funds for the Authorized Purposes (as defined herein), and (b) to pay the costs of authorization, issuance, sale, validation, and delivery of the Bonds. See "THE BONDS – Purpose and Authorization" herein for more information regarding the purposes of the Bonds.

The Bonds are issuable as fully-registered bonds in the denomination of \$5,000 or any integral multiple thereof in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds under a book-entry-only system maintained by DTC through brokers and dealers who are, or act through, DTC participants. Purchasers will not be entitled to receive physical delivery of the Bonds. The Bonds mature in each of the years and in the amounts, and bear interest at the rates as set forth on the inside cover page. Interest on the Bonds is payable semiannually each _____ 1 and _____ 1, commencing _____ 1, 20___. _____, _____, _____, will serve as the Registrar and Paying Agent for the Bonds.

The Bonds are being offered for sale in accordance with the official Notice of Bond Sale dated December 2, 2025 (the "Notice of Bond Sale").

Sealed or electronic bids for the Bonds will be received until the hour of ____:00 __.m., on _____, _____, 20__, by the Municipality as described in the Notice of Bond Sale herein. The City Clerk will act on behalf of the Governing Body to receive sealed bids at the aforesaid date, time, and place.

The Bonds are not being offered as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

The schedule payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by _____.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered subject to the final approval of the legality thereof by Watkins & Eager PLLC, Jackson, Mississippi, as Bond Counsel, and Mitchell, McNutt & Sams, Columbus, Mississippi, as Counsel to the Municipality. Stephens Inc., Ridgeland, Mississippi, is serving as the Independent Registered Municipal Advisor to the Municipality in connection with the issuance of the Bonds. It is expected that the Bonds will be available for delivery in book type and entry-only form delivered to DTC, on or about _____, 20__.

Interest payable on _____ 1, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year. The Bonds, in registered form and in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity, will mature serially on _____ 1, without option of prior payment, in the years and principal amounts as follows:

Maturity Schedule

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

*These CUSIP numbers have been assigned by Standard & Poor's CUSIP Service Bureau, a Division of The McGraw-Hill Companies, Inc., and are included solely for the convenience of Bondholders. The Municipality is not responsible for the section or use of these CUSIP numbers, nor is any representation made as to their correctness on the Bonds or as indicated herein.

For purposes of compliance with Rule 15c2-12 (“Rule 15c2-12”) of the U.S. Securities and Exchange Commission, this document, as the same may be supplemented or corrected by the City of Starkville, Mississippi (the “Municipality”), from time to time (collectively, the “Official Statement”), may be treated as an “Official Statement” with respect to the Bonds described herein that is deemed final as of the date hereof (or as of the date of any such supplement or correction) by the Municipality. The Official Statement, when further supplemented by a Final Official Statement specifying the interest rates, principal amounts, in the aggregate and per maturity, and delivery dates of the Bonds, together with any other information required by law, shall constitute a “Final Official Statement” of the Municipality with respect to the Bonds, as that term is defined in Rule 15c2-12. Any addendum or amendment shall, on and after the date thereof, be fully incorporated herein and made a part hereof by reference.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation, or sale. No dealer, broker, salesperson, or other person has been authorized by the Mayor and Board of Aldermen of the Municipality (the “Governing Body”) to give any information or to make any representation, other than as contained in this Official Statement, in connection with the offering described herein, and if given or made, such other information or representation must not be relied upon as having been authorized by the Governing Body. This Official Statement is submitted in connection with the sale of the Bonds described herein, and may not be reproduced, used, or relied upon, in whole or in part, for any other purpose.

CERTAIN INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT MAY HAVE BEEN OBTAINED FROM SOURCES OTHER THAN RECORDS OF THE MUNICIPALITY AND, WHILE BELIEVED TO BE RELIABLE, IS NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY. THE INFORMATION AND EXPRESSIONS OF OPINION IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE MUNICIPALITY SINCE THE DATE HEREOF.

Reference herein to laws, rules, regulations, resolutions, agreements, reports, and other documents do not purport to be comprehensive or definitive. All references to laws, rules, regulations, agreements, reports, and other documents are qualified in their entirety by reference to the particular laws, rules, regulations, agreements, reports, and other documents, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to this Official Statement, they will be furnished on request.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and the same will not be listed on any stock or other securities exchange. Neither the U.S. Securities and Exchange Commission nor any other federal, state, or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale. Any representation to the contrary is a criminal offense.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE MUNICIPALITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

**CAUTIONARY STATEMENTS REGARDING
FORWARD-LOOKING STATEMENTS IN
THIS OFFICIAL STATEMENT**

This Official Statement contains statements which should be considered “forward-looking statements,” meaning they refer to possible future events or conditions. Such statements are generally identifiable by the use of the future tense or by terms such as “may,” “intend,” “will,” “expect,” “forecast,” “project,” “anticipate,” “estimate,” “plan,” “budget,” “believe,” “should,” “strategy,” “position,” or the negative of such terms or variations of such words or similar expressions. In particular, any statements, express or implied, concerning future operating results or the ability to generate funds to service indebtedness are forward-looking statements. Investors are cautioned that reliance on any of those forward-looking statements involves risks and uncertainties and that, although the Governing Body believes that the assumptions on which those forward-looking statements are based are reasonable, any of those assumptions could prove to be inaccurate. Those forward-looking statements, including forecasts, projections, and estimates, are based on currently available information, expectations, estimates, assumptions, and projections, and the Governing Body’s judgment about future expenses of operations and general economic conditions. The forward-looking statements are not guarantees of future performance. Actual results may vary materially and adversely from what is contained in a forward-looking statement. Factors which may cause results different from those expected or anticipated include, among others, increases in costs of operation, decreases in levels of State financial support, general economic and business conditions, and various other events, conditions, and circumstances, many of which are beyond the control of the Municipality. As a result, the forward-looking statements based on those assumptions also could be incorrect, and actual results may differ materially and adversely from any results indicated or suggested by those assumptions.

Although the Municipality believes in making any such forward-looking statement, and its expectations are based on assumptions considered reasonable by the Municipality, any such forward-looking statement involves uncertainties and is qualified in its entirety by reference to factors both identified within this Official Statement and from publicly available sources about trends in municipal government that could cause the actual financial operating results of the Municipality to differ materially and adversely from those contemplated in such forward-looking statements.

Any forward-looking statement speaks only as of the date such statement is made, and the Municipality undertakes no obligation to update any forward-looking statement in this Official Statement to reflect events or circumstances after the date of this Official Statement or to reflect the occurrence of unanticipated events. New factors arise or emerge from time to time, and it is not possible for the Municipality to predict all such factors, nor can it assess the impact of each such factor or the extent to which any factor, or combination of factors, may cause results to differ materially and adversely from those contained in any forward-looking statement.

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CITY OF STARKVILLE, MISSISSIPPI

BOARD OF ALDERMEN

**Mike Brooks
Kim Moreland
Roy A'. Perkins
William Pochop
Sandra C. Sistrunk
Kyle Skinner
Henry N. Vaughn, Sr.**

MAYOR

Lynn Spruill

CITY CLERK

Joanna McLaurin

ATTORNEY FOR CITY OF STARKVILLE

**Berkley N. Huskison, Esq.
Mitchell McNutt & Sams, P.A.
Columbus, Mississippi**

WATKINS, WARD AND STAFFORD, PLLC

**CERTIFIED PUBLIC ACCOUNTANTS
Starkville, Mississippi**

WATKINS & EAGER PLLC

**Jackson, Mississippi
Bond Counsel**

STEPHENS INC.

**Ridgeland, Mississippi
Municipal Advisor**

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OFFICIAL STATEMENT

\$15,000,000

GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2026 CITY OF STARKVILLE, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the sale of the General Obligation Public Improvement Bonds, Series 2026, dated and issued _____, 20__, in the principal amount of \$15,000,000 (the “Bonds”), of the City of Starkville, Mississippi (the “Municipality”).

Reference is made to the Act as hereinafter defined, the Bond Resolution as hereinafter defined, and any and all modifications and amendments thereof for a description of the nature and extent of the security for the Bonds, the pledge of tax revenues for the payment of the principal of and interest on the Bonds, the nature and extent of said pledge and the terms and conditions under which the Bonds are issued.

THE BONDS

Purpose and Authorization. The Bonds are being issued to provide funds for the purpose of constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; establishing, repairing, improving, and extending the sanitary, storm, drainage, and sewerage systems of the Municipality; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; purchasing machinery and heavy equipment which will have an expected useful life in excess of ten years, but specifically not including any motor vehicles weighing less than 12,000 pounds; purchasing fire-fighting equipment and apparatus, and providing housing for the same, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect, and guide the current thereof; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including other recreational facilities; purchasing or constructing, repairing, improving, and equipping building for public libraries, and for purchasing land, equipment, and books therefor; erecting and purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; and, erecting municipal buildings, armories, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same, and for erecting, equipping, and furnishing of buildings to be used as a municipal or civic arts centerds (the “Authorized Purposes”).

The Bonds will be issued pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, and other applicable laws of the State (together, the “Act”), and resolutions adopted by the Mayor and Board of Aldermen (the “Governing Body”) on August 19, 2025, September 16, 2025, and December 2, 2025, authorizing and directing the issuance of the Bonds (together, the “Bond Resolution”).

In order to issue the Bonds, the Governing Body adopted a resolution declaring its intention to issue the Bonds and gave notice of such intention by publication of said resolution in a newspaper published and of general circulation in the Municipality. If 20%, or 1,500, whichever had been less, of the qualified electors of the Municipality had filed a written protest against the issuance of the Bonds on or before the date specified in said resolution, an election on the question of the issuance of the Bonds would have been held. September 16, 2025, was set by the Governing Body as the date on or before which written protest was required to have been filed. No written protest having been received on or before said date, the Governing Body is now authorized and empowered by the Act to issue the Bonds without the necessity of calling and holding an election on the question of the issuance thereof.

Security. The Bonds shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution.

Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund, including, but not limited to, use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 *et seq.*, Mississippi Code of 1972, as amended (the “Infrastructure Modernization Act”). The Governing Body is authorized pursuant to the Infrastructure Modernization Act to utilize the use taxes for certain authorized purposes, including the payment of debt service on debt obligations issued for certain authorized purposes. Should there be a failure in any year to comply with the requirements of this Section, such failure will not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

Redemption. The Bonds are not subject to redemption prior to their respective maturities.

1995 Constitutional Amendment. The qualified electors of the State of Mississippi (the “State”) voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 to add the following new Section 172A (the “Amendment”):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision

thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the Bonds as they mature and become due nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect bondholders' remedies in the event of a payment default, it potentially prevents bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the bondholders in the event of a payment default with respect to the Bonds. For example, bondholders can seek a writ of mandamus to compel the Municipality to use any legally available moneys to pay the debt service on the Bonds, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to the Mississippi Constitution §175, all public officers who are guilty of willful neglect of duty may be removed from office.

Book-Entry System. The Bonds will be available to purchasers under the Book-Entry System maintained by The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. Purchasers will not be entitled to receive physical delivery of the Bonds. For so long as any purchaser is a beneficial owner of a Bond, such purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC participant in order to receive payment of principal of and interest on such Bonds.

In the event the Bonds are no longer held under the Book-Entry System, bond certificates registered in the name of DTC or its nominee will be cancelled and the Municipality will execute and deliver Bonds to the Beneficial Owners as shown on the records of the DTC Participants. See **Appendix G** for a description of the payment, registration, transfer, and exchange provisions for the Bonds if the Book-Entry System is discontinued.

CONTINUING DISCLOSURE

The Municipality will enter into a Continuing Disclosure Agreement for the benefit of holders of the Bonds wherein the Municipality will agree to provide annually its audited financial statements and certain financial information and operating data relating to the Municipality (the “Annual Report”), and to provide notices through the Electronic Municipal Market Access (“EMMA”) system established by the Municipal Securities Rulemaking Board (the “MSRB”) (or such other system as may be subsequently authorized by the MSRB). The Annual Report and notices of material events will be filed by the Municipality through the EMMA system (or such other system as may be subsequently authorized by the MSRB). The specific nature of the information to be contained in the Annual Report or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in **Appendix E**. A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission of the United States of America and must be

considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

The Municipality is responsible for making continuing disclosure filings, which include annual reports containing certain financial information and operating data relating to the Municipality and audited financial statements for each fiscal year. Pursuant to prior written disclosure undertakings, the Municipality is responsible for filing its annual reports and audited financial statements within 12 months of the end of its fiscal year of September 30. The Municipality has consistently timely filed its annual reports containing certain financial information and operating data relating to the Municipality. The Municipality has failed in recent fiscal years to timely file its audited financial statements for the fiscal years September 30, 2018, to September 30, 2024, and has filed notices of failure to timely file audited financial statements when applicable. The Municipality filed its audited financial statements for the fiscal year ended September 30, 2024, attached hereto as **Appendix C**, on EMMA on September 5, 2025.

The Municipality's intention is to file the information required under the continuing disclosure undertaking for the Bonds and its prior obligations in a complete and timely manner and has retained an independent agent to monitor compliance throughout the term of the Bonds.

[insert additional information here]

AUDITORS

The financial statements of the City as of September 30, 2024, have been audited by Watkins, Ward and Stafford, PLLC, Certified Public Accountants, Starkville, Mississippi, independent certified public accountants, as set forth in their report attached as **Appendix C**. Watkins, Ward and Stafford, PLLC, has not performed any procedures relating to this Official Statement.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities. No securities of the Municipality have been in default as to principal or interest payments or in any other material respect at any time in at least the last 25 years. No principal or interest on any obligation of the Municipality is past due.

No Bond Proceeds for Current Operating Expenses. No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last ten years.

Legal Proceedings. There are no pending legal proceedings which might be expected to affect the Municipality's ability to fulfil its obligations to the Registered Owners of the Bonds.

Bond Insurance. [information to be inserted]

Sovereign Immunity. In 1982, in *Pruett v. City of Rosedale*, the Mississippi Supreme Court (the “Supreme Court”) abolished the judicial common law doctrine of sovereign immunity,

effective July, 1984, and invited a legislative response by creation of statutory sovereign immunity. In 1984, the Legislature enacted a tort claims act (the “Tort Claims Act”) that gave statutory sovereign immunity to the State and its political subdivisions, and then provided for a limited and capped waiver of that immunity.

The Tort Claims Act, as amended, provides a broad statutory sovereign immunity for acts and omissions of governmental entities, whether governmental, proprietary, discretionary or ministerial, including for breach of an implied contract, and without regard to whether a fee, charge or other consideration was paid. The Tort Claims Act waives this statutory sovereign immunity up to certain maximum limits of liability, except for specified circumstances; the maximum liability arising out of a single occurrence is \$500,000 for claims arising on or after July 1, 2001. Attorney fees and punitive damages are not allowed unless otherwise specifically authorized by law; trial of claims arising under the Tort Claims Act shall be conducted without a jury; a claimant must exhaust his administrative remedies before he files suit, and he must file within one year after the cause of action arises; governmental entities and their employees acting within the course and scope of their employment shall not be liable for any claims under specified circumstances; all political subdivisions must purchase liability insurance or set up self-insurance reserves sufficient to cover risks of claims under the Tort Claims Act; all governmental entities may purchase liability insurance in excess of the maximum liability and immunity shall be waived to the extent of the excess liability insurance; and any two or more political subdivisions may enter into agreement to pool liabilities through insurance or self-insurance reserves.

Under existing law, the defense of sovereign immunity would not be available to the Municipality against a claim for payment, when due, of principal of or interest on the Bonds.

Validation. The Bonds 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 Bonds.

Approval of Legal Proceedings. All legal matters in connection with the authorization and issuance of the Bonds are subject to the final approval of the legality thereof by Watkins & Eager PLLC, Jackson, Mississippi (“Bond Counsel”). Copies of such opinion will be available at the time of delivery of the Bonds. No representation is made to the Registered Owners of the Bonds that Bond Counsel has verified the accuracy, completeness, or fairness of the statements in the Official Statement and Bond Counsel assumes no responsibility to the Registered Owners of the Bonds except for the matters set forth in such opinion.

TAX MATTERS

Tax Exemption.

State Tax Exemption. Bond Counsel is further of the opinion that under and pursuant to the Act, the Bonds and interest thereon are exempt from all income taxes imposed by the State and any county, municipality, and other political subdivision of the State.

Exclusion from Gross Income Pursuant to Section 103 of the Internal Revenue Code. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable regulations promulgated thereunder (the “Regulations”), include requirements which the Municipality must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The Municipality's failure to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Municipality has covenanted in the Bond Resolution to comply with the requirements of the Code in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

In the opinion of Bond Counsel, assuming compliance by the Municipality with the tax covenants referred to above, under existing statutes, regulations, rulings, and court decisions, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations.

The opinion of Bond Counsel described in the preceding paragraph is subject to the condition that the Municipality comply with all requirements of the Code and the Regulations, including, without limitation, certain limitations on the use, expenditure, and investment of the proceeds of the Bonds and the obligation to rebate certain earnings on investments of proceeds to the United States of America, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Municipality has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds.

Section 265(b)(1) of the Code provides that financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 (other than “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code). The Municipality has **not** designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B) of the Code.

Bond Counsel will not address or opine with respect to any federal tax consequences arising with respect to the Bonds, other than its opinion with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code and its opinion that the Bonds are not “specified private activity bonds.” Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Original Issue Premium. Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) (the “Series 2026 Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like

the Series 2026 Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a holder's basis in a Series 2026 Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such holder. Holders of Series 2026 Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

Future Federal Legislation. The federal government is considering various legislative proposals for reducing the federal budget deficit and the federal debt and promoting economic growth, and some of these proposals, if enacted, could affect the tax-exempt status and/or market price or marketability of state and local bonds, such as the Bonds. In addition, future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly and retroactively, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent holders from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

In addition, prospective purchasers of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of the federal alternative minimum tax, the environmental tax, the branch profits tax and the tax on passive investment income of corporations, as well as the applicability and effect of any other collateral federal income tax consequences.

United States Bankruptcy Code. The undertakings of the Municipality should be considered with reference to Chapter 9 of the Bankruptcy Code, 11 U.S.C. §§ 901, *et. seq.*, as amended, and other laws affecting creditors' rights and certain public bodies generally. Chapter 9 permits a municipality, political subdivision, public agency, or other instrumentality of a State that is insolvent or unable to meet its debts as such debts mature to file a petition in the United States Bankruptcy Court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of its creditors; provides that the filing of the petition under that Chapter operates as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; directs a petitioner to file a plan for the adjustment of its debts; permits the petitioner in its plan to modify the rights to payment of its creditors; and provides that the plan must be accepted in writing by or on behalf of creditors of each impaired class of claims holding at least two-thirds in amount and more than one-half in number of the creditors which have accepted or rejected the plan. The plan may be confirmed notwithstanding the negative vote of one or more classes of claims if the court finds that the plan is in the best interest of creditors, is feasible, and is fair and equitable with respect to the dissenting classes of creditors. A petitioner has the right to reinstate indebtedness under its plan according to the original maturity schedule of such indebtedness notwithstanding any provision in the documents under which the indebtedness arose relating to the insolvency or financial condition of the debtor before the confirmation of the plan, the commencement of a case under the Bankruptcy Code, or

the appointment of or taking possession by a trustee in a case under the Bankruptcy Code or by a receiver or other custodian prior to the commencement of a case under the Bankruptcy Code.

Cyber Security Management. The Municipality, like many other public and private entities, relies on a large and complex technology environment to conduct its operations and faces multiple cyber security threats including, but not limited to, hacking, phishing, viruses, malware, and other attacks on its computing and other digital networks and systems (collectively, “Systems Technology”). As a recipient and provider of sensitive information, the Municipality may be the target of cyber security incidents that could result in adverse consequences to the Municipality and its Systems Technology, requiring a response action to mitigate the consequences. The Municipality has in place daily backup processes to help mitigate the eventuality of these risks. The Municipality has structured its “technology” environment based upon best practice Zero Trust standards to mitigate these risks. Cyber security incidents could result from unintentional events or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the Municipality's Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage. The Municipality has implemented certain controls, including data and network security measures, malware protection, security configuration, website filtering and protection, and user training, to mitigate the risk of cyber security breaches from internal sources or activities. The Municipality has personnel policies in place for the Municipality's computer systems and networks detailing the security of the systems by only designated personnel and password securities in place by user. The Municipality carries a cybersecurity insurance policy in the amount of \$1,000,000. Despite the Municipality’s measures to safeguard its network infrastructure, there are no guarantees that such measures will be successful.

Independent Registered Municipal Advisor. Stephens Inc., Ridgeland, Mississippi is serving as the Independent Registered Municipal Advisor (the “IRMA”) to the Municipality in connection with the issuance of the Bonds. Stephens, Inc., in its capacity as the IRMA, has relied on the opinion of Bond Counsel and has not verified and does not assume any responsibility for the information, covenants, and representations contained in any of the legal documents with respect to the federal or state income tax status of the Bonds or the possible impact of any present, pending, or future actions taken by any legislative or judicial bodies. The information set forth herein has been obtained from the Municipality and other sources believed to be reliable but has not been independently verified by the IRMA.

The IRMA has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the Municipality and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the IRMA does not guarantee the accuracy or completeness of such information.

Underwriting. The Bonds have been purchased by _____, _____, _____ (the “Underwriter”), at competitive sale from the Municipality for resale. The Underwriter has agreed to purchase the Bonds at the purchase price of \$_____, calculated at par of \$15,000,000.00, plus a premium of \$_____, less Underwriter’s discount of \$_____, and less premium for Municipal Bond Insurance Policy of \$_____. The initial public offering yields of the Bonds are set forth on the inside front cover of this Official Statement and may be changed from time to time by the Underwriter. The Underwriter may also allow a

concession from the public offering prices to certain dealers. The Underwriter has received no fee from the Municipality for underwriting the Bonds. If the Bonds are sold at the public offering yields as set forth on the inside front cover of this Official Statement, the Underwriter anticipates total selling compensation of \$ _____ for the Bonds.

Registrar and Paying Agent. _____, _____, _____, is acting as Registrar and Paying Agent for the Bonds (the “Paying Agent”). The Paying Agent has not provided, or undertaken to determine, the accuracy of, any of the information contained in this Official Statement and makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information; (ii) the validity of the Bonds; or (iii) the tax exempt status of the interest on the Bonds

Bond Rating. [Information to be inserted]

Miscellaneous. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the Registered Owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Municipality has prepared this Official Statement which it deems, for purposes of the Rule, to be final and complete except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed this Official Statement. Upon the sale and award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as this Official Statement subject to minor additions, deletions, and revisions as required to complete this Official Statement. If requested, the Municipality will furnish a reasonable number of copies of the Official Statement to the successful bidder of the Bonds without charge within seven business days after the sale and award of the bid. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any underwriter identification determined by the Municipality to be necessary for the Official Statement within 24 hours after the sale and award of the Bonds.

A copy of this Official Statement may be obtained from:

Joanna McLaurin
City Clerk
City of Starkville, Mississippi
jmclaurin@cityofstarkville.org
(662) 323-2525

or

Brad C. Davis, Esq.
Bond Counsel
Watkins & Eager PLLC
bdavis@watkinseager.com
(601) 965-1988

City of Starkville, Mississippi

/s/ Lynn Spruill

Mayor

/s/ Joanna McLaurin
City Clerk

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Appendix A

Economic and Demographic Information of the Municipality

Appendix B

**Combined Budgets for Publication
for the Fiscal Year Ended September 30, 2025,
and for the Fiscal Year Ending September 30, 2026**

Appendix C

Audited Financial Statements for the Fiscal Year Ended September 30, 2024

Appendix D

Form of Bond Counsel Opinion

_____, 2026

To Whom It May Concern:

We have acted as bond counsel in connection with the issuance by City of Starkville, Mississippi (the “Municipality”), of its \$15,000,000 General Obligation Public Improvement Bonds, Series 2026, dated and issued _____, 2026 (the “Bonds”). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the _____, the Infrastructure Modernization Act of 2018, House Bill 1, 2018 First Extraordinary Session, and any amendments thereto, codified as Sections 27-67-1 *et seq.*, Mississippi Code of 1972, as amended, and other applicable laws of the State (together, the “Act”), and resolutions adopted by the Mayor and Board of Aldermen of the Municipality (the “Governing Body”) on August 19, 2025, September 16, 2025, and December 2, 2025, authorizing and directing the issuance of the Bonds (together, the “Bond Resolution”).

As to questions of fact material to our opinion we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation, and we express no opinion relating to the accuracy, completeness or sufficiency of any offering material relating to the Bonds.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund, including, but not limited to, use taxes remitted from the State to the Municipality as a result of the Infrastructure Modernization Act. The Governing Body is authorized pursuant to the Infrastructure Modernization Act to utilize the use taxes for certain authorized purposes, including the payment of debt service on debt obligations issued for certain

authorized purposes. Should there be a failure in any year to comply with the requirements of Section 8 of the Bond Resolution, such failure will not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

2. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and interest on the Bonds is not treated as a specific item of tax preference under Section 57 of the Code in calculating the alternative minimum tax imposed by Section 55 of the Code; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations.

3. The Governing Body has covenanted in the Bond Resolution and in the Municipality’s federal tax certificate of even date herewith that the Municipality will not make any use of the gross proceeds of the Bonds or amount that may be treated as proceeds of the Bonds or do or take or omit to take any other action that would cause: (i) the Bonds to be “arbitrage bonds” as such term is defined in Section 148(a) of the Code and the regulations promulgated thereunder; (ii) the interest on the Bonds to be includable in the gross income of the Registered Owners for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code. Failure of the Municipality to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue.

4. In rendering the foregoing opinion, Bond Counsel has assumed the continuing compliance by the Municipality with the tax covenants and representations in the Bond Resolution and the representations in the Municipality’s federal tax certificate. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Bonds, the use of any facility, equipment, or improvement financed or refinanced directly or indirectly with the proceeds of the Bonds, and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds have resulted in a failure of the Municipality to comply with its covenants. Failure of the Municipality to comply with such covenants could result in the interest on the Bonds becoming subject to federal income tax from the date of issue. Owners of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes and the effect of any other collateral federal income tax consequences.

5. The Bonds are **not** “qualified tax-exempt obligations” as such term is used in Section 265(b)(3) of the Code.

6. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

7. Under existing statutes, regulations, and court decisions as presently interpreted and construed, interest on the Bonds earned by the respective owners thereof is excludable from gross income for purposes of computing income taxes imposed by the State.

8. It is understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar law affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

9. In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement or any other statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

10. In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

WATKINS & EAGER PLLC

Appendix E

Form of Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT OF THE CITY OF STARKVILLE, MISSISSIPPI

This Continuing Disclosure Agreement (the “Disclosure Certificate”) is executed and delivered by the City of Starkville, Mississippi (the “Municipality”), in connection with the issuance of its \$15,000,000 General Obligation Public Improvement Bonds, Series 2026, dated and issued _____, 20__ (the “Bonds”). The Bonds are being issued pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, and other applicable laws of the State (together, the “Act”), and resolutions adopted by the Mayor and Board of Aldermen (the “Governing Body”) on August 19, 2025, September 16, 2025, and December 2, 2025 (together, the “Bond Resolution”).

The Municipality covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Agreement is being executed and delivered by the Municipality for the benefit of the Bondholders and Beneficial Owners and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5) (as further defined herein).

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Resolution which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the Municipality pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” means a banking institution or other person or entity appointed by resolution of the Municipality as the Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Municipality and which has provided the Municipality a written acceptance of such designation.

“EMMA” means MSRB’s Electronic Municipal Market Access system on the MSRB Website.

“Financial Obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Event” means any of the events listed in Section 5 of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

“MSRB Website” means www.emma.msrb.org.

“National Repository” means (a) MSRB’s EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

“Official Statement” means the Official Statement dated _____, 20__, pertaining to the Bonds.

“Participating Underwriter” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” means each National Repository and the State Repository.

“Required Electronic Format” means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” means the State of Mississippi.

“State Repository” means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

“Submission Date” means the date on which the Annual Report is submitted to the Repositories pursuant to Section 3 of this Disclosure Certificate, which shall be a date not later than 12 months after the end of the Municipality's fiscal year (presently September 30), commencing with the report for the 2025 fiscal year.

SECTION 3. Provision of Annual Reports.

(a) The Municipality shall, or shall cause the Dissemination Agent to, not later than the Submission Date, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Municipality's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than 15 Business Days prior to the Submission Date, the Municipality shall provide the Annual Report to the Dissemination Agent (if other than the Municipality). If the Municipality is unable to provide to the Repositories an Annual Report by the Submission Date, the Municipality shall send a notice to each Repository or the Municipal Securities Rulemaking Board and the State Repository, if any, in substantially the form attached as "Exhibit A."

(c) The Dissemination Agent shall:

(1) determine each year prior to the Submission Date the name and address of each National Repository and the State Repository, if any; and

(2) if the Dissemination Agent is other than the Municipality, file a report with the Municipality certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Municipality's Annual Report shall contain or include by reference (a) financial information of the type included in the subsections of the Official Statement entitled "Assessed Valuation," "Tax Levy Per \$1,000 Valuation," "Ad Valorem Tax Collections," and "Diversions from the State to the Municipality regarding Use Tax Collections," and (b) the audited financial statements of the Municipality for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Municipality's audited financial statements are not available by the Submission Date, the audited financial statements shall be filed in the same manner as the Annual Report. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Municipality or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Municipality shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events. The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of 10 business days after the occurrence thereof:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;

- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership, or similar event of the Municipality;
- (13) consummation of a merger, consolidation, or acquisition involving the Municipality, the sale of all or substantially all of the assets of the Municipality other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation (as defined herein and in the Rule) of the Municipality, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Municipality, any of which may affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Municipality, any of which reflect financial difficulties.

The events listed above are quoted from the Rule and some may not be applicable to the Municipality or the Bonds.

SECTION 6. Termination of Reporting Obligation. The Municipality's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Municipality shall give notice of such termination in the manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Municipality may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Disclosure Certificate. From the date hereof until such time (if any) that the Municipality appoints a Dissemination Agent, or if a Dissemination Agent appointed by the Municipality resigns or is discharged and the Municipality does not appoint a successor Dissemination Agent, the Municipality, acting through the City Clerk of the Municipality, shall carry out the duties of the Dissemination Agent under this Disclosure Certificate.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Municipality may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, only if (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the Municipality, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the Municipality receives an opinion of nationally recognized bond counsel to the effect that the amendment or waiver does not materially impair the interests of the holders and beneficial owners of the Bonds. A copy of any amendment will be filed in a timely manner with each Repository.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Municipality chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Municipality shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Municipality to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Agreement in the event of any failure of the Municipality to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Municipality agrees to indemnify and save the Dissemination Agent, its officers, directors, employees, and agents, harmless against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties

hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Municipality under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Municipality, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2026

City of Starkville, Mississippi

(seal)

City Clerk

EXHIBIT A

**NOTICE TO REPOSITORIES OF
FAILURE TO FILE ANNUAL REPORT**

Name of Municipality: City of Starkville, Mississippi

Name of Issue: \$15,000,000 General Obligation Public Improvement Bonds, Series
2026

Date of Issuance: _____, 20__

NOTICE IS HEREBY GIVEN that the Municipality has not provided an Annual Report with respect to the above-referenced Bonds as required by the Bond Resolution. The Municipality anticipates that the Annual Report will be filed by _____, 20__.

Date: _____, 20__

Appendix F

Notice of Bond Sale

Appendix G

Bond Resolution

Appendix H

Specimen Municipal Bond Insurance Policy



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: December 2nd, 2025
PAGE: Page 1 of 7

SUBJECT:

Consideration of approving the professional services contract with Tunnel, Spangler & Associates, Inc. (TSW) for on-call complete streets planning, policy review, and development of transportation-related standards for an hourly, not-to-exceed amount of \$25,000.00.

AMOUNT & SOURCE OF FUNDING:

001-197-600-308 Engineering and Professional Services

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

This agenda item seeks approval of a professional services contract with Tunnel, Spangler & Associates, Inc. (TSW), a firm specializing in Complete Streets policies and multi-modal transportation projects. The City intends to engage TSW to assist in updating and aligning several existing policies and plans, including the Complete Streets Policy, Traffic Calming Policy, Access Management Policy, Bike-Ped Masterplan, and Unified Development Code. The goal is to create a cohesive framework that strengthens these policies, ensuring they are enforceable and interconnected to support the City's ongoing vision for robust and sustainable bike-pedestrian infrastructure.

This initiative aims to build on the significant progress the City has made in advancing bike-pedestrian infrastructure, locking in these gains and setting a clear path forward for continued improvement. Additionally, the contract will allow the department to utilize TSW's expertise on an as-needed basis for specialized technical assistance. This may include unique or complex designs, such as mini roundabouts, chicanes, bump-outs, and other transportation-related projects that enhance safety and mobility for all road users.

Approval of this contract will provide the City with the technical expertise needed to refine its policies, ensure future development aligns with its multi-modal transportation goals, and address specific design challenges as they arise.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

SUGGESTED MOTION:

Move to approve the professional services contract with Tunnel, Spangler & Associates, Inc. (TSW) for on-call complete streets planning, policy review, and development of transportation-related standards for an hourly, not-to-exceed amount of \$25,000.00.

Agreement – Starkville Complete Streets Implementation Program

November 18, 2025

Tunnell, Spangler & Associates, Inc. d/b/a TSW (the Consultant) agrees to provide the City of Starkville, MS (the Client) the following professional on-call services associated with Complete Streets Implementation Program in Starkville, MS (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement).

The Client and Tunnell, Spangler & Associates, Inc. d/b/a TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

1. SERVICES

The Consultant will provide the following services (the Services):

On-call services for complete streets program work include, but are not limited to the following transportation planning and design items:

- Policy, standards and programs review and development
- Transportation plan or design review
- Transportation network mapping

2. EXCLUSIONS

The Consultant will not be responsible for the following services:

n/a

3. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the Services specified in Section 1 above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see Section 4 Schedule below), make changes to the Services and their technical provisions, as mutually agreed upon in writing. Client shall give Consultant email notification to proceed with work on specific tasks listed within the scope before Consultant proceeds with such work.

4. SCHEDULE

A. The full length of this Agreement (the Schedule) is as follows:

From the contract start date to the end of the City FY2026

5. FEES

The Consultant agrees to provide services included in this Agreement on an on-call hourly basis at the rates listed below with a not-to exceed limit of \$25,000. Time spent on design work, meetings, field visits, and any other tasks related to the project will be logged and billed at the agreed hourly rates.

Billing Rates	
Team Member	Hourly Rate
Adam Williamson, AICP, PLA, LEED AP <i>Principal-in-Charge</i>	\$230
Bert Kuyrkendall, PE, AICP <i>Project Manager</i>	\$185
Brandon Sutton, PLA <i>Transportation Designer</i>	\$135
Safae Hammer <i>Transportation Planner</i>	\$120
Beverly Bell, PLA <i>Planner</i>	\$120
Roxanne Raven, AICP <i>Planner</i>	\$105

6. RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See Section 7 Copyrights below.

7. COPYRIGHTS

Both the Client and the Consultant will hold joint copyright ownership of all work products, including but not limited to designs, reports, data, and other deliverables created during the course of this project. This shared ownership applies during and after the production process.

8. PERMISSIONS AND RELEASES

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

9. BILLING AND PAYMENT POLICIES

- A. In contracting with the Consultant, the Client warrants that sufficient funds are available to compensate the Consultant for work performed during the next billing cycle based on the agreed hourly rate. These funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments.
- B. The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 calendar days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts.
- C. Account delinquency longer than 60 calendar days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

10. TERMINATION

This Agreement may be terminated for cause upon seven calendar days' written notice, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of this Agreement.

- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.
- E. When this Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.
- F. The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

II. DISPUTE RESOLUTION

A. Mediation

1. If a dispute arises between the parties to this Agreement, the Client and the Consultant agree that the dispute will be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines before resolution of the matter by mediation or by binding dispute resolution.
2. The Client and the Consultant will endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A request for mediation must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrent with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 calendar days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 13.A, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
3. The parties will share the mediator's fee and any filing fees equally. The mediation must be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in

mediation will be enforceable as settlement agreements in any court having jurisdiction.

4. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution will be Arbitration as specified in Section 13.B below.

B. Arbitration

1. If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation will be subject to arbitration, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
2. A demand for arbitration may not be made earlier than concurrently with the filing of a request for mediation, but in no event may it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration will constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.
3. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

C. Consolidation or Joinder

1. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially

- involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
2. Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity will not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
 3. The Consultant and Client grant to any person or entity made a party to an arbitration conducted under this Section 13 Dispute Resolution, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
 4. The provisions of this Section 13 Dispute Resolution will survive the termination of this Agreement.

12. MISCELLANEOUS

This Agreement is governed by the law of the place where the Project is located.

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

Tunnell, Spangler & Associates, Inc.
d/b/a TSW by Bert Kuyrkendall

City of Starkville, MS

Date

Date



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

AGENDA ITEM DEPT.: Engineering & Streets
AGENDA DATE: December 2nd, 2025
PAGE: Page 1 of 4

SUBJECT:

Consideration of approving Starkville Main Street Association's invoice for Main Street Improvements Lights overage for a total amount of \$17,950.00.

AMOUNT & SOURCE OF FUNDING:

Fund 311-656-912-850

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

The Starkville Main Street Association received grant funds in the amount of \$161,400 and elected to put this towards the light poles for the City's Main Street Improvements Project. The City and the Starkville Main Street Association entered into a Memorandum of Understanding (attached) detailing the City would cover any overage of the light poles. The overage of the lights comes to \$17,950.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org
Chris Williams @ 662-323-2525 ext. 3122 or c.williams@cityofstarkville.org

SUGGESTED MOTION:

Move to approve Starkville Main Street Association's invoice for Main Street Improvements Lights overage for a total amount of \$17,950.00.

INVOICE

**Starkville Main Street
Association**
200 E Main St
Starkville, MS 39759

accounting@starkville.org
+1 (662) 323-3322
www.starkville.org



Bill to
City of Starkville
110 W Main Street
Starkville, MS 39759

Ship to
City of Starkville
110 W Main Street
Starkville, MS 39759

Invoice details

Invoice no.: 2840
Terms: Due on receipt
Invoice date: 10/28/2025
Due date: 10/28/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		SMSA Main Street Project	For overage on SMSA's portion of project	1	\$17,950.00	\$17,950.00

Total **\$17,950.00**

Ways to pay



Overdue 10/28/2025

Note to customer

Please make checks payable to Starkville Main Street Association or SMSA.

[View and pay](#)

MEMORANDUM OF UNDERSTANDING
Between
The City of Starkville, Mississippi Board of Aldermen
And
Main Street Association

This Memorandum of Understanding (MOU) is entered into by and between the City of Starkville Board of Aldermen (Board) and the Greater Starkville Development Partnership Main Street Association (Main Street) hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, Main Street is authorized to receive and expend funds for the purpose of improving the health and livability of the City of Starkville as authorized by the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established within the American Rescue Plan Act (ARPA); and

WHEREAS, the Starkville Main Street Board finds that the City of Starkville has a project of high local impact producing a high level of public benefit that fits the criteria of the grant requirements; and

WHEREAS, the coordination of said improvements will be through the City of Starkville for the Main Street redesign and redevelopment; and

WHEREAS, the Main Street lighting project will be a portion of the greater project to include the purchase of up to \$700,000 of lighting equipment for the Main Street redevelopment and redesign project with \$161,400 coming from the ARPA funds granted to the Starkville Main Street Association; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages and obligations of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

1. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the ARPA funds provided to the Mississippi Main Street Association and dedicated to the improvements to the Main Streets of the State of Mississippi and more specifically to the Starkville Main Street for the lighting needs for the City of Starkville Main Street Redesign and Redevelopment project.

2. Conditions and Scope

The Starkville Main Street Board agrees to receive the funds and directly expend said funds on the purchase and installation of lighting for the City of Starkville Main Street project the design of which is included in the project as outlined through the Kimley-Horn project development and the City of Starkville approved design by the Board of Aldermen. The contract for the design and installation of the will be part of the bid for the full scope of the Main Street Redevelopment and Redesign project.

3. Amount

The Main Street Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in the grant agreement dated October 4, 2022 and signed by the executive

director of the Starkville Main Street Association. The City of Starkville acknowledges and agrees to provide the necessary administrative documentation reflecting accurately the expenditures that are approved to meet the grant requirements for this project. The City of Starkville further agrees to share in the expenses for the installation of the lighting project up to the entire project cost that exceeds the grant funds from the ARPA grant and remit to the Starkville Main Street Association for said project.

4. Term

The MOU shall be effective from the date executed below and shall expire on when the project deadline for completion is set through the grant agreement. The Grantee and the City of Starkville agree to obligate the funds by December 31, 2024 with the payment extended to the project contractor in a timely manner in accordance with any grant requirements.

5. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

6. Obligation of the Parties

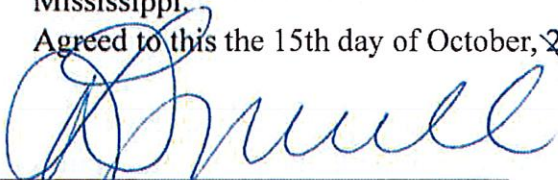
The Parties agree to the following obligations under this MOU:

- a. The City of Starkville agrees to pay the Starkville Main Street Association for any cost overage from the purchase of the lights for the Main Street lighting project that exceeds that of the grant funds received.
- b. The Board agrees to expend the Funds provided by the City of Starkville on the lighting project as outlined in the bid documents.
- c. The Board and the City of Starkville agree that they shall follow federal and state procurement and expenditure requirements as required by and set forth in the grant agreement and to adhere to Mississippi state procedures and guidelines relating to the implementation and financing of the approved project. The Board agrees and the City of Starkville agrees to maintain and submit any and all audit and financial statements as required by the State of Mississippi and to make same available for inspection in accordance with the grant agreement.

7. Applicable Law

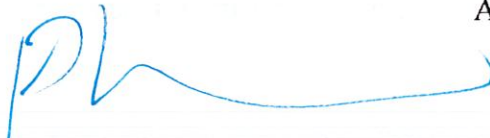
This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 15th day of October, 2024


D. Lynn Spruill, Mayor
City of Starkville

Attested to:


Lesa Hardin/City Clerk
City of Starkville


Paige Watson
Director Starkville Main Street



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: December 2nd, 2025
PAGE: Page 1 of 2

SUBJECT:

Consideration of approving the low quote from Hannon, LLC for the 601 S Jackson St ADA Improvements Project in the amount of \$14,550.00.

AMOUNT & SOURCE OF FUNDING:

Capital Improvement Fund

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

This project includes removing and replacing the driveway at 601 S Jackson St and adjacent sidewalk to bring the area up to ADA standards. The existing slopes on the driveway far exceed the allowable cross slopes for sidewalks, making the area extremely difficult to cross. This project will bring the sidewalk into ADA compliance.

A detailed bid tabulation is attached.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org
Stephen Kachelman @ 662-323-2525 ext. 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move to approve the low quote from Hannon, LLC for the 601 S Jackson St ADA Improvements Project in the amount of \$14,550.00.

 HISTORIC
STARKVILLE
 MISSISSIPPI'S COLLEGE TOWN
 CITY OF STARKVILLE
 ENGINEERING DEPARTMENT
 CITY HALL, 110 W. MAIN STREET
 STARKVILLE, MISSISSIPPI 39759-2944

25065 - 601 S Jackson St ADA Improvements

Bid Tabulation - November 25, 2025

				Engineer's Estimate		Hannon, LLC		GroundStone Construction	
Pay Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
202-B082	Removal of Concrete Sidewalks, Driveways, Curb & Gutter, All Depths	41	SY	\$ 40.00	\$ 1,640.00	\$ 50.00	\$ 2,050.00	\$ 50.00	\$ 2,050.00
216-A001	Solid Sodding	50	SY	\$ 25.00	\$ 1,250.00	\$ 25.00	\$ 1,250.00	\$ 25.00	\$ 1,250.00
203-G002	Excess Excavation, LVM	10	CY	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00
304-F002	Size 610 Crushed Stone Base	8	TON	\$ 180.00	\$ 1,440.00	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00
503-C010	Saw Cut, Full depth	45	LF	\$ 20.00	\$ 900.00	\$ 25.00	\$ 1,125.00	\$ 20.00	\$ 900.00
907-504-A004	6" Concrete Driveway, with Fiber Reinforcement	25	SY	\$ 200.00	\$ 5,000.00	\$ 135.00	\$ 3,375.00	\$ 150.00	\$ 3,750.00
608-B001	4" Concrete Sidewalk, With Fiber Reinforcement	20	SY	\$ 140.00	\$ 2,800.00	\$ 115.00	\$ 2,300.00	\$ 120.00	\$ 2,400.00
609-D001	24" Type 1 Curb & Gutter	5	LF	\$ 40.00	\$ 200.00	\$ 50.00	\$ 250.00	\$ 100.00	\$ 500.00
618-A001	Maintenance of Traffic	1	LS	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
620-A001	Mobilization	1	LS	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00	\$ 1,550.00	\$ 1,550.00
				Base Bid Total=		\$ 15,530.00		\$ 14,550.00	
								LOW BID	

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.



Signature



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 12/02/25
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2025-2026 Budget

FISCAL NOTE:

Total Claims for the **FY 26** Claims Docket Ending November 25, 2025, 2025 is \$1,622,759.93 of which the claims amount for Starkville Utilities is \$514,285.12

General Fund	001	\$259,594.90
Airport Fund	015	\$45,006.21
Sanitation / Environmental Services	022	\$20,667.45
State Forfeited Funds	151	\$2,799.60
Capital Projects Fund	300	\$13,172.15
SS4A Grant Fund	304	\$61,140.55
Parks Capital Project (2023)	312	\$131,234.96
Spring/Hwy 12 Linkage Tap	313	\$1,807.01
Park & Rec Tourism	375	\$1,850.00
Starkville Utilities		\$154,943.67
Starkville Water		\$359,341.45
Payroll		\$571,201.98
Grand Total		\$1,622,759.93

REQUESTING
DEPARTMENT: Finance and Administration

DIRECTOR'S
AUTHORIZATION: Joanna McLaurin

FOR MORE INFORMATION CONTACT: Joanna McLaurin, City Clerk /Webb Corban, CFO or
Cindy Perkins, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities as of November 25, 2025 for fiscal years ending 09/30/26 acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.

CITY OF STARKVILLE
PAYROLL CLAIMS DOCKET
November 13, 2025 - November 25, 2025

DATE	VENDOR	DESCRIPTION	AMOUNT
11/14/2025	STATE OF MS DEFERRED COMP	DEFERRED COMPENSATION	\$ 9,169.00
11/17/2025	Blue Cross of MS	Health Insurance	\$ 35,724.57
11/20/2025	DIRECT DEPOSIT	11/21/25 PAYROLL	\$ 387,839.08
11/20/2025	TAX PAYMENT	PAYROLL TAXES ON 11/21/25 PAYROLL	\$ 138,850.67
11/21/2025	Employee	Paycheck	\$ 257.65
11/21/2025	Summit Financial Services Corp	Garnishment	\$ 291.89
11/25/2025	Blue Cross of MS	Health Insurance	\$ 43,962.69
TOTAL PAYROLL			<u><u>\$ 571,201.98</u></u>



City of Starkville, MS

CLAIMS DOCKET

By Fund

Post Dates 11/20/2025 - 11/25/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
DANA SAFETY SUPPLY, INC	981229	09/18/2025	2 AVON C50 ASSEMBLY MED 2 AVON RIOT CANISTER	001-000-334-126	1,835.00
REGIONS VISA	INV0038664	11/13/2025	SMTP2GO	001-000-054-205	15.00
REGIONS VISA	USI25-06675225	11/22/2025	INDEED	001-000-054-205	55.00
REGIONS VISA	USI25-06675225	11/22/2025	INDEED	001-000-054-205	243.78
Outstanding Total:					2,148.78
Paid					
DANIEL BURTON	1361405	11/21/2025	CHARGE RETIRED	001-000-149-691	270.00
ALVIN JEFFERSON	INV0038677	11/21/2025	RESTITUTION FROM RUFUS HARRIS JR	001-000-330-182	30.00
Paid Total:					300.00
Department 000 - UNDESIGNATED Total:					2,448.78
Department: 005 - DUE FROM SFM					
Outstanding					
CANON FINANCIAL SVCS, INC	42128618	11/11/2025	CONTRACT/COPIES	001-005-054-208	396.87
SECURITY SOLUTIONS	57593	11/24/2025	CLOUD ACCESS 3 DOORS TRAVIS OUTLAW CENTER	001-005-054-208	360.00
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	001-005-054-208	12.71
Outstanding Total:					769.58
Department 005 - DUE FROM SFM Total:					769.58
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	6127510047	11/02/2025	MONTHLY USAGE	001-100-604-330	80.02
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	001-100-604-330	12.71
Outstanding Total:					92.73
Department 100 - BOARD OF ALDERMEN Total:					92.73
Department: 110 - MUNICIPAL COURT					
Outstanding					
VERIZON WIRELESS	6127510047	11/02/2025	MONTHLY USAGE	001-110-604-330	40.01
MDES-MS DEPARTMENT OF EMPLOYMENT SECURITY	INV0038665	11/07/2025	S WHITE BENEFITS	001-110-490-134	2,194.72
CANON FINANCIAL SVCS, INC	42128622	11/11/2025	CONTRACT/COPIES	001-110-604-330	132.79
CANON FINANCIAL SVCS, INC	42128626	11/11/2025	CONTRACT/COPIES	001-110-604-330	121.22
Outstanding Total:					2,488.74
Department 110 - MUNICIPAL COURT Total:					2,488.74
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON FINANCIAL SVCS, INC	42128625	11/11/2025	CONTRACT/COPIES	001-120-604-330	89.34
PETTY CASH VOUCHERS	INV0038671	11/17/2025	BOA WATER	001-120-503-202	7.96
SOUTHERN	OCT25	11/18/2025	MONTHLY USAGE	001-120-604-330	72.88
TELECOMMUNICATIONS					
NARRATIVE 12, LLC	INV0038694	11/25/2025	MONTHLY RETAINER	001-120-600-302	4,500.00
Outstanding Total:					4,670.18
Department 120 - MAYORS OFFICE Total:					4,670.18
Department: 123 - IT					
Outstanding					
AMAZON CAPITAL SRVCS, INC.	1WPJ-MWHG-6MY9	09/15/2025	HARD DRIVE	001-123-600-300	66.98

CLAIMS DOCKET

Post Dates: 11/20/2025 - 11/25/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SRVCS, INC.	1HL3-N447-6MG6	10/07/2025	WHITE BOARD, DRY ERASE MARKERS, ETC	001-123-600-300	324.05
SADA SYSTEMS	301446	10/31/2025	GOOGLE WORKSPACE RENEWAL	001-123-600-300	21,660.00
REGIONS VISA	2377718697	11/01/2025	AMAZON WEB SERVICES	001-123-600-300	169.60
VERIZON WIRELESS	6127510047	11/02/2025	MONTHLY USAGE	001-123-604-330	560.30
MAXXSOUTH BROADBAND	0281-11102025	11/10/2025	STRKCAM	001-123-625-380	4,951.71
CANON FINANCIAL SVCS, INC	42128617	11/11/2025	CONTRACT/COPIES	001-123-604-330	111.71
REGIONS VISA	T90131986543-110825	11/13/2025	CLICKUP BUSINESS PLAN S GRICE	001-123-600-300	99.02
AMAZON CAPITAL SRVCS, INC.	1RD3-RM3M-7673	11/17/2025	HARD DRIVE	001-123-600-300	116.89
MAGNOLIA BOTTLED WATER	88639	11/17/2025	2- 5 GAL WATERS	001-123-501-200	20.00
REGIONS VISA	16521926	11/19/2025	GATE,COM	001-123-600-300	19.95
REGIONS VISA	3285685243	11/23/2025	ADOBE	001-123-600-300	693.62
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	001-123-604-330	12.71

Outstanding Total:	28,806.54
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Department 123 - IT Total:	28,806.54
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Department: 142 - CITY CLERKS OFFICE

Outstanding

VERIZON WIRELESS	6127510047	11/02/2025	MONTHLY USAGE	001-142-604-330	40.01
QUILL CORPORATION	46497421	11/06/2025	4 CASES COPY PAPER	001-142-501-200	170.96
MAXXSOUTH BROADBAND	6681-11102025	11/10/2025	WEATHER CAMERA	001-142-604-330	110.00
CANON FINANCIAL SVCS, INC	42128616	11/11/2025	CONTRACT/COPIES	001-142-604-330	543.82
CANON FINANCIAL SVCS, INC	42128622	11/11/2025	CONTRACT/COPIES	001-142-604-330	132.78
REGIONS VISA	88810998	11/14/2025	W CORBAN CPA LICENSE RENEWAL	001-142-690-555	114.46
MS MUNICIPAL CLERKS AND COLLECTORS *	00275	11/17/2025	ANNUAL MEMBERSHIP DUES	001-142-690-555	175.00
MAGPPA	4531	11/17/2025	J MCLAURIN 4531 DUES	001-142-690-555	50.00
MAGPPA	4550	11/17/2025	STEPHEN CORBAN 4550 DUES	001-142-690-555	50.00
STEPHEN WEBB CORBAN	INV0038693	11/21/2025	REIMBURSE HOTEL, TRAVEL, MEALS	001-142-610-350	348.34
REGIONS VISA	11930554	11/24/2025	CS SOFTWARE RENEWAL	001-142-645-420	680.00
AMAZON CAPITAL SRVCS, INC.	1VK1-FD3G-9FH6	11/24/2025	WALL CALENDAR & COMMAND HOOKS	001-142-501-200	23.56
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	001-142-604-330	12.71

Outstanding Total:	2,451.64
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Department 142 - CITY CLERKS OFFICE Total:	2,451.64
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Department: 169 - LEGAL

Outstanding

COMMERCIAL DISPATCH, THE	INV0038679	11/19/2025	NONCONSENSUAL/TRESPASS TOWING ORDINANCE	001-169-615-342	424.40
STARKVILLE DAILY NEWS	INV0038680	11/19/2025	PANHANDLING PUBLIC HEARING	001-169-615-342	279.00
STARKVILLE DAILY NEWS	INV0038681	11/19/2025	PANHANDLING PUBLIC HEARING WEB	001-169-615-342	15.00

Outstanding Total:	718.40
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Department 169 - LEGAL Total:	718.40
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Department: 180 - HUMAN RESOURCES

Outstanding

CANON FINANCIAL SVCS, INC	42128617	11/11/2025	CONTRACT/COPIES	001-180-604-330	111.70
FEDEX	9-063-89420	11/12/2025	PAYROLL	001-180-691-505	37.70
REGIONS VISA	USI25-06675225	11/22/2025	INDEED	001-180-610-340	154.53

Outstanding Total:	303.93
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Department 180 - HUMAN RESOURCES Total:	303.93
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Department: 190 - CITY PLANNER

Outstanding

ARCHITECTONICS PLLC	INV0038692	08/26/2025	THE MADELON	001-190-600-305	200.00
VERIZON WIRELESS	6127510047	11/02/2025	MONTHLY USAGE	001-190-604-330	196.21

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SVCS, INC	42128625	11/11/2025	CONTRACT/COPIES	001-190-604-330	89.34
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	001-190-604-330	12.70
Outstanding Total:					498.25
Department 190 - CITY PLANNER Total:					498.25

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

ATMOS ENERGY	INV0038691	11/13/2025	MONTHLY USAGE	001-192-625-380	460.05
CINTAS	4250322836	11/19/2025	SUPPLIES	001-192-510-220	97.28
STARKVILLE UTILITIES	INV0038696	11/19/2025	MONTHLY UTILITIES	001-192-625-381	39.43
SECURITY SOLUTIONS	57592	11/24/2025	MAYOR'S OFFICE PANIC SYSTEM	001-192-600-338	384.00
JAN-PRO OF MS	887351	11/24/2025	JANITORIAL FOR DECEMBER 2025	001-192-600-338	1,734.00
CINTAS	4251067156	11/25/2025	SUPPLIES	001-192-510-220	54.82
Outstanding Total:					2,769.58
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					2,769.58

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HAMPTON YOUNG CORP.	189	11/18/2025	LAWN CARE ODD FELLOW/ BRUSH ARBOR	001-196-630-425	800.00
HAMPTON YOUNG CORP.	189	11/18/2025	LAWN CARE ODD FELLOW/ BRUSH ARBOR	001-196-631-402	1,750.00
HAMPTON YOUNG CORP.	189	11/18/2025	LAWN CARE ODD FELLOW/ BRUSH ARBOR	001-196-637-637	650.00
Outstanding Total:					3,200.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,200.00

Department: 197 - ENGINEERING

Outstanding

CANON FINANCIAL SVCS, INC	42128625	11/11/2025	CONTRACT/COPIES	001-197-604-330	89.34
TSW DESIGN	31184	11/14/2025	DESIGN & CONSULTING	001-197-600-308	7,881.25
FUELMAN / FLEETCOR	NP69494093	11/17/2025	FUEL CHARGES 11/10/25-11/16/25	001-197-525-231	43.00
Outstanding Total:					8,013.59
Department 197 - ENGINEERING Total:					8,013.59

Department: 201 - POLICE DEPARTMENT

Outstanding

WALMART- CAPITAL ONE	INV0038667	09/12/2025	LATE FEE	001-201-501-200	0.15
WALMART- CAPITAL ONE	INV0038667	09/12/2025	LATE FEE	001-201-501-200	9.88
WALMART- CAPITAL ONE	INV0038667	09/12/2025	LATE FEE	001-201-501-200	5.96
W. MARK DONALD, DMD	INV0038683	09/17/2025	PRISONER MEDICAL EXPENSE	001-201-541-240	44.91
W. MARK DONALD, DMD	INV0038668	09/25/2025	PRISONER MEDICAL EXPENSES	001-201-541-240	218.07
W. MARK DONALD, DMD	INV0038669	09/25/2025	PRISONER MEDICAL EXPENSES	001-201-541-240	287.81
PARKER MADEEN	INV0038670	10/10/2025	REIMBURSE FOR DOG FOOD	001-201-556-252	160.48
POLLAN & ASSOC. PA	25439	10/23/2025	POLOS & DRY FIT SHIRTS	001-201-535-233	309.99
SHEPS CLEANERS-POLICE	16516	10/29/2025	2 TABLECLOTHS CLEANED	001-201-535-233	17.00
ARROWHEAD SCIENTIFIC, INC.	186449	10/29/2025	100 EVIDENCE TIE DOWN WEAPONS BOX	001-201-556-251	280.20
AXON ENTERPRISE, INC	131001	11/01/2025	YEAR 2 OF 5 BUNDLE FUSUS PRO	001-201-820-880	80,000.00
VERIZON WIRELESS	6127510047	11/02/2025	MONTHLY USAGE	001-201-604-330	1,659.19
VERIZON WIRELESS	6127510047	11/02/2025	MONTHLY USAGE	001-201-690-450	520.13
ELSOHLY LABORATORIES INC	51988	11/03/2025	23 SAMPLES ANALYSIS	001-201-600-300	3,450.00
CITY OF COLUMBUS	SPD-1125-1589	11/03/2025	1 CONTROLLED SUBSTANCE ANALYSIS	001-201-600-300	60.00
ELSOHLY LABORATORIES INC	52000	11/05/2025	23 SAMPLES ANALYSIS	001-201-600-300	3,450.00
SIRCHIE COMMAND EVERY SCENE	1136279	11/06/2025	3 BARRIER TAPE	001-201-556-251	352.20
BRISLIN, INC	251824	11/06/2025	BOILER & FAN COIL HEATING SYS NOT OPERATIONAL	001-201-630-426	812.56

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GTPDD PHARMACY	51822	11/06/2025	PRISONER MEDICINE	001-201-541-240	409.37
SECURITY SOLUTIONS	57328	11/07/2025	DOOR NOT CLOSING ADJUSTED	001-201-630-426	150.00
TREVI PAY	22E8DAB2	11/10/2025	TONER & BATTERIES	001-201-501-200	254.99
GTPDD PHARMACY	51877	11/10/2025	PRISONER MEDICINE	001-201-541-240	29.00
CANON FINANCIAL SVCS, INC	42128620	11/11/2025	CONTRACT/COPIES	001-201-635-369	894.13
CANON FINANCIAL SVCS, INC	42128621	11/11/2025	CONTRACT/COPIES	001-201-635-369	56.45
CANON FINANCIAL SVCS, INC	42128623	11/11/2025	CONTRACT/COPIES	001-201-635-369	284.43
CANON FINANCIAL SVCS, INC	42128624	11/11/2025	CONTRACT/MAINTENANCE	001-201-615-343	117.59
WALTMON FRAME AND BODY SHOP	16324	11/12/2025	VIN#5924 REPLACE WINDSHIELD	001-201-630-360	1,220.62
REGIONS VISA	2086352674	11/12/2025	SIM CARD	001-201-604-330	35.00
DISCO 32 TACTICAL ANTENNAS LLC	41072	11/12/2025	(7) OPS CORE AMP (7) UNIVERSAL CONNECTORS	001-201-780-550	2,290.39
DANNY MCCLUSKEY TOWING COMPANY, LLC	6370	11/12/2025	VIN#9660 TOW TO PCDJR	001-201-600-300	75.00
DPS CRIME LAB	90168133	11/12/2025	ANALYTICAL FEES	001-201-600-300	60.00
ARMY NAVY PAWN SHOP	111325	11/13/2025	6 JACKETS 2 STREAMLIGHT STINGER LED	001-201-535-233	930.00
UTILITY ASSOCIATES, INC.	UAS-48140	11/13/2025	HOLSTER SENSOR FOR CAMERA, POWER CABLES, ETC	001-201-556-251	839.70
GATOR COMPUTERS LLC	10161	11/14/2025	REPAIRS TO CELL PHONE	001-201-600-300	160.00
SOUTHERN CONNECTION POLICE SUPPLIES, LLC	36885	11/14/2025	4 DUTY HOLSTERS	001-201-556-251	759.96
DANNY MCCLUSKEY TOWING COMPANY, LLC	6379	11/16/2025	TOW LONG ST TO SPD LOT	001-201-600-300	125.00
WATERMARK PRINTERS LLC	17754	11/17/2025	BUSINESS CARDS	001-201-615-343	80.00
DANNY MCCLUSKEY TOWING COMPANY, LLC	6380	11/17/2025	VIN#6795 LONG ST TO GATEWAY	001-201-600-300	135.00
DANNY MCCLUSKEY TOWING COMPANY, LLC	6381	11/17/2025	VIN#0842 SPD TO PCDJR	001-201-600-300	135.00
DANNY MCCLUSKEY TOWING COMPANY, LLC	6382	11/17/2025	VIN#5422 HEFLIN CIR TO R&M TIRE	001-201-600-300	120.00
MAGNOLIA BOTTLED WATER FUELMAN / FLEETCOR	88640	11/17/2025	4- 5 GAL WATER	001-201-501-200	40.00
	NP69494093	11/17/2025	FUEL CHARGES 11/10/25-11/16/25	001-201-525-231	2,870.98
WATERMARK PRINTERS LLC	17759	11/18/2025	20 RECEIPT BOOKS	001-201-556-251	419.00
MLEOTA	90168220	11/18/2025	TUITION	001-201-690-552	4,000.00
SOUTHERN TELECOMMUNICATIONS	OCT25	11/18/2025	MONTHLY USAGE	001-201-604-330	72.88
T-MOBILE USA INC	L2511190216	11/19/2025	TOWER DUMP	001-201-600-300	50.00
TYLER TECHNOLOGIES	INV0038678	11/20/2025	UPGRADE & MIGRATION	001-201-645-420	20,724.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038690	11/20/2025	MONTHLY USAGE	001-201-625-380	167.12
FUELMAN / FLEETCOR	NP69516869	11/23/2025	FUEL CHARGES 11/17/25-11/23/25	001-201-525-231	3,527.80
SECURITY SOLUTIONS	57591	11/24/2025	ANNUAL SUBSCRIPTION 18 CAMERAS POLICE DEPT	001-201-645-420	1,038.00
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	001-201-604-330	12.70
Outstanding Total:					133,722.64
Paid					
STATE TAX COMMISSION	INV0038674	11/21/2025	VIN#0908 TAG POLICE DEPARTMENT	001-201-691-550	14.75
STATE TAX COMMISSION	INV0038675	11/21/2025	VIN#3258 TAG POLICE DEPARTMENT	001-201-691-550	14.75
STATE TAX COMMISSION	INV0038676	11/21/2025	VIN#5415 TAG POLICE DEPARTMENT	001-201-691-550	14.75
Paid Total:					44.25
Department 201 - POLICE DEPARTMENT Total:					133,766.89
Department: 246 - CODE ENFORCEMENT					
Outstanding					
SULLIVAN'S, INC.	98359	11/14/2025	CLIPBOARD, PENS, PAPER CLIPS, STAPLER/STAPLES ETC	001-246-501-200	196.92

CLAIMS DOCKET

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP69494093	11/17/2025	FUEL CHARGES 11/10/25-11/16/25	001-246-525-231	54.55
FUELMAN / FLEETCOR	NP69516869	11/23/2025	FUEL CHARGES 11/17/25-11/23/25	001-246-525-231	41.54
Outstanding Total:					293.01
Department 246 - CODE ENFORCEMENT Total:					293.01

Department: 261 - FIRE DEPARTMENT

Outstanding

UPS	54E5Y445	11/01/2025	SHIP PACKAGE	001-261-604-330	37.26
VERIZON WIRELESS	6127510047	11/02/2025	MONTHLY USAGE	001-261-604-330	440.11
UPS	54E5Y455	11/08/2025	SHIP PACKAGE	001-261-604-330	30.60
EAST MISSISSIPPI LUMBER CO.	45110	11/10/2025	4 ADJUSTABLE NOZZLES FOR WATER HOSES	001-261-555-250	21.16
CANON FINANCIAL SVCS, INC	42128619	11/11/2025	MAINTENANCE/ CONTRACT	001-261-604-330	237.53
LOWE'S	84591	11/12/2025	AIR FILTERS ST 4	001-261-558-269	11.34
SULLIVAN'S, INC.	98322	11/12/2025	CHAIR MATS	001-261-501-200	169.98
NAFECO	1380612	11/13/2025	5 REPLACED DAMAGED ZIPPER ON TURNOUT COATS & LABOR	001-261-918-805	428.51
CALEB PUGH	57637	11/13/2025	REIMBURSE EMS CERTIFICATION	001-261-600-390	40.00
JOSEPH PHILLIPS	INV0038672	11/13/2025	REIMBURSE MEALS AND GAS	001-261-600-390	67.58
GRAHAM MURPHREE	INV0038673	11/13/2025	REIMBURSE FOR MEALS AND GAS	001-261-600-390	82.53
ATMOS ENERGY	INV0038691	11/13/2025	MONTHLY USAGE	001-261-625-380	336.59
REGIONS VISA	3298744765	11/14/2025	HILTON HOTEL B ARNETT TRAINING	001-261-600-390	680.24
REGIONS VISA	3298744765-1	11/14/2025	HILTON HOTEL D DAVIS TRAINING	001-261-600-390	680.24
REGIONS VISA	3298744765-2	11/14/2025	HILTON HOTEL K BRITT TRAINING	001-261-600-390	680.24
REGIONS VISA	3298744765-3	11/14/2025	HILTON HOTEL TRAINING J WILLIAMS	001-261-600-390	680.24
REGIONS VISA	3298744765-4	11/14/2025	HILTON HOTEL TRAINING T YOUNG	001-261-600-390	680.24
TAURUS YOUNG	INV0038684	11/14/2025	REIMBURSE TRAVEL FOR TRAINING	001-261-600-390	143.64
JASON WILLIAMS	INV0038685	11/14/2025	REIMBURSE MEALS & TRAVEL	001-261-600-390	261.24
DEWAYNE DAVIS	INV0038686	11/14/2025	REIMBURSE MEALS & TRAVEL	001-261-600-390	314.24
KEN BRITT	INV0038687	11/14/2025	REIMBURSE FOR TRAVEL	001-261-600-390	143.64
BRIAN ARNETT	INV0038688	11/14/2025	REIMBURSE MEALS & TRAVEL	001-261-600-390	188.94
FUELMAN / FLEETCOR	NP69494093	11/17/2025	FUEL CHARGES 11/10/25-11/16/25	001-261-525-231	648.93
SOUTHERN TELECOMMUNICATIONS	OCT25	11/18/2025	MONTHLY USAGE	001-261-604-330	218.64
STARKVILLE UTILITIES	INV0038696	11/19/2025	MONTHLY UTILITIES	001-261-625-380	972.28
NAFECO	1377293	11/20/2025	5 EA COAT & PANTS	001-261-918-805	18,189.50
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17049969	11/20/2025	6 EA BOOTS, HOODIE, GAUNTELT, HELMET	001-261-918-805	6,798.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038690	11/20/2025	MONTHLY USAGE	001-261-625-380	247.50
MAXXSOUTH BROADBAND	5024-11212025	11/21/2025	INTERNET ST 4	001-261-604-330	54.00
MAXXSOUTH BROADBAND	5891-11212025	11/21/2025	INTERNET ST 3	001-261-604-330	132.08
FUELMAN / FLEETCOR	NP69516869	11/23/2025	FUEL CHARGES 11/17/25-11/23/25	001-261-525-231	650.11
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	001-261-604-330	12.70
Outstanding Total:					34,279.83
Department 261 - FIRE DEPARTMENT Total:					34,279.83

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT

Outstanding

CANON FINANCIAL SVCS, INC	42128625	11/11/2025	CONTRACT/COPIES	001-281-604-330	89.34
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CLAIMS DOCKET

Post Dates: 11/20/2025 - 11/25/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP69494093	11/17/2025	FUEL CHARGES 11/10/25-11/16/25	001-281-525-231	74.74
JANTZ ENTERPRISE LLC	35176	11/18/2025	REMOVE AND INSTALL WINDOWS	001-281-630-360	999.00
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	001-281-604-330	12.70
Outstanding Total:					1,175.78
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					1,175.78

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0038696	11/19/2025	MONTHLY UTILITIES	001-290-625-380	102.93
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038690	11/20/2025	MONTHLY USAGE	001-290-625-380	78.93
Outstanding Total:					181.86
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					181.86

Department: 301 - STREET DEPARTMENT

Outstanding

NUNLEY TRUCKING CO., INC.	37525	10/29/2025	2 LOADS OF CRUSH RUN	001-301-560-270	1,786.76
VERIZON WIRELESS	6127510047	11/02/2025	MONTHLY USAGE	001-301-604-330	140.04
COVINGTON SALES & SERVICE, INC.	103835	11/10/2025	SIGHT GAUGE HYD TANK OIL	001-301-630-400	144.62
BELL BUILDING SUPPLY, INC.	442566	11/12/2025	PARTS TO REPAIR WATER LINE	001-301-560-270	8.77
UNIFIRST CORPORATION	1830178921	11/13/2025	UNIFORMS	001-301-535-233	170.04
AUTOZONE	426468093	11/13/2025	PARTS FOR FLEET MAINTENANCE	001-301-630-360	68.49
ATMOS ENERGY	INV0038691	11/13/2025	MONTHLY USAGE	001-301-625-380	219.54
MMC MATERIALS, INC.	987369	11/14/2025	CONCRETE MIX	001-301-560-270	422.25
RACKLEY OIL INC.	657646	11/17/2025	DEF FLUID	001-301-525-231	35.97
FUELMAN / FLEETCOR	NP69494093	11/17/2025	FUEL CHARGES 11/10/25-11/16/25	001-301-525-231	858.23
GATEWAY TIRE & SRV CTR	1018-225068	11/18/2025	TIRE FOR TRAILER	001-301-630-400	107.15
IVY AUTO PARTS, LLC.	769040	11/18/2025	PLUG ADAPTER	001-301-630-400	11.54
FASTENAL COMPANY	MSSTA112771	11/18/2025	ASPHALT CUTTING BLADES	001-301-560-270	724.30
OKTIBBEHA COUNTY CO-OP	1168217	11/19/2025	HAY, SEED, TOPSOIL	001-301-560-270	129.00
CINTAS	4250322884	11/19/2025	SUPPLIES	001-301-555-250	58.94
STARKVILLE UTILITIES	INV0038696	11/19/2025	MONTHLY UTILITIES	001-301-625-380	17,562.42
STARKVILLE UTILITIES	INV0038696	11/19/2025	MONTHLY UTILITIES	001-301-625-380	39.56
O'REILLY AUTO PARTS	0997-451770	11/20/2025	BATTERIES	001-301-630-360	278.36
MESHA SANDERS	146	11/20/2025	CDL TRAINING CLASS	001-301-610-350	2,667.00
UNIFIRST CORPORATION	1830180113	11/20/2025	UNIFORMS	001-301-535-233	149.04
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0038690	11/20/2025	MONTHLY USAGE	001-301-625-380	4,974.73
MSU FACILITIES MANAGEMENT- TRAFFI...	INV0038682	11/21/2025	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	13.86
FUELMAN / FLEETCOR	NP69516869	11/23/2025	FUEL CHARGES 11/17/25-11/23/25	001-301-525-231	1,084.45
GATEWAY TIRE & SRV CTR	1018-225310	11/24/2025	REPLACEMENT TIRES TRUCK 715	001-301-630-360	853.96
CINTAS	4251067129	11/25/2025	SUPPLIES	001-301-555-250	58.94
Outstanding Total:					32,567.96
Department 301 - STREET DEPARTMENT Total:					32,567.96

Department: 360 - ANIMAL CONTROL

Outstanding

FUELMAN / FLEETCOR	NP69494093	11/17/2025	FUEL CHARGES 11/10/25-11/16/25	001-360-525-231	84.93
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	001-360-604-330	12.70
Outstanding Total:					97.63
Department 360 - ANIMAL CONTROL Total:					97.63
Fund 001 - GENERAL FUND Total:					259,594.90

CLAIMS DOCKET

Post Dates: 11/20/2025 - 11/25/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
TITAN AVIATION FUELS	4649118	11/12/2025	JET A FUEL	015-505-525-233	22,344.28
TITAN AVIATION FUELS	4646756	11/17/2025	JET A FUEL	015-505-525-233	21,961.98
SOUTHERN	OCT25	11/18/2025	MONTHLY USAGE	015-505-604-330	145.76
TELECOMMUNICATIONS					
STARKVILLE UTILITIES	INV0038696	11/19/2025	MONTHLY UTILITIES	015-505-625-380	541.49
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	015-505-604-330	12.70
Outstanding Total:					45,006.21
Department 505 - AIRPORT Total:					45,006.21
Fund 015 - AIRPORT FUND Total:					45,006.21

Fund: 022 - ENVIRONMENTAL SERVICES**Department: 322 - SANITATION DEPARTMENT**

Outstanding					
TERRY'S GARAGE & REPAIRS, LLC	111671	10/30/2025	BRAKE SHOE/DRUM, BRAKES, LABOR, SUPPLIES	022-322-630-360	2,373.51
UNIFIRST CORPORATION	1830178026	11/06/2025	UNIFORMS	022-322-535-233	320.70
RJ YOUNG	7780798	11/10/2025	CONTRACT/COPIES	022-322-604-330	124.67
O'REILLY AUTO PARTS	0997-450658	11/12/2025	FUEL PUMP & BATTERY	022-322-555-250	74.07
PAUL'S WELDING	1753	11/13/2025	REPAIR ON TRUCK 45	022-322-630-360	75.00
UNIFIRST CORPORATION	1830179112	11/13/2025	UNIFORMS	022-322-535-233	392.93
IVY AUTO PARTS, LLC.	768811	11/13/2025	LIGHT	022-322-630-256	146.93
INGRAM EQUIPMENT COMPANY, LLC	P02163	11/13/2025	BROOMS	022-322-630-256	500.00
GATEWAY TIRE & SRV CTR	1018-224464	11/14/2025	TIRE TRUCK 96A	022-322-630-360	241.85
GATEWAY TIRE & SRV CTR	1018-224798	11/14/2025	TIRE TRUCK 91	022-322-630-252	408.98
GATEWAY TIRE & SRV CTR	1018-224825	11/14/2025	TIRES TRUCK 91	022-322-630-252	817.96
GATEWAY TIRE & SRV CTR	1018-224852	11/14/2025	TIRE TUCK 41	022-322-630-360	414.41
TERRY'S GARAGE & REPAIRS, LLC	111748	11/14/2025	BULBS, LED LIGHT, REWIRE LIGHTS, REPLACED LIGHTS	022-322-630-255	457.77
EMPIRE TRUCK SALES, LLC	CE00511945.01	11/14/2025	TANK STRAP	022-322-630-360	66.33
MHC KENWORTH-TUPELO	R00573700032483	11/14/2025	TRUCK 93 REPAIR	022-322-630-252	4,803.33
GATEWAY TIRE & SRV CTR	1018-224912	11/17/2025	TIRES TRUCK 100	022-322-630-360	587.78
FUELMAN / FLEETCOR	NP69494093	11/17/2025	FUEL CHARGES 11/10/25-11/16/25	022-322-525-231	3,099.71
IVY AUTO PARTS, LLC.	769055	11/18/2025	HYD HOSE FITTINGS, CABLE TIES, ETC	022-322-555-250	274.75
MESHA SANDERS	147	11/20/2025	ELDT TRAINING	022-322-610-350	1,333.00
UNIFIRST CORPORATION	1830180107	11/20/2025	UNIFORMS	022-322-535-233	317.29
REGIONS VISA	USI25-06675225	11/22/2025	INDEED	022-322-610-340	49.62
FUELMAN / FLEETCOR	NP69516869	11/23/2025	FUEL CHARGES 11/17/25-11/23/25	022-322-525-231	3,774.16
CSPIRE WIRELESS	INV0038689	11/24/2025	MONTHLY USAGE	022-322-604-330	12.70
Outstanding Total:					20,667.45
Department 322 - SANITATION DEPARTMENT Total:					20,667.45
Fund 022 - ENVIRONMENTAL SERVICES Total:					20,667.45

Fund: 151 - STATE FORFEITED FUNDS**Department: 216 - STATE FORFEITED FUNDS**

Outstanding					
DISCO 32 TACTICAL ANTENNAS LLC	41049	11/10/2025	4 MICROPHONE & EARPIECE	151-216-501-200	2,092.60
DISCO 32 TACTICAL ANTENNAS LLC	41072	11/12/2025	(7) OPS CORE AMP (7) UNIVERSAL CONNECTORS	151-216-501-200	707.00
Outstanding Total:					2,799.60
Department 216 - STATE FORFEITED FUNDS Total:					2,799.60
Fund 151 - STATE FORFEITED FUNDS Total:					2,799.60

CLAIMS DOCKET

Post Dates: 11/20/2025 - 11/25/2025

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 300 - CAPITAL PROJECTS FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
NEEL-SCHAFER	1110431	10/09/2025	OLD WEST POINT ROAD BRIDGE REPLACEMENT	300-000-948-873	4,874.90
NEEL-SCHAFER	1111086	11/11/2025	OLD WEST POINT RD BRIDGE REPLACEMENT	300-000-948-873	8,297.25
Outstanding Total:					13,172.15
Department 000 - UNDESIGNATED Total:					13,172.15
Fund 300 - CAPITAL PROJECTS FUND Total:					13,172.15
Fund: 304 - SS4A GRANT FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
NEEL-SCHAFER	1110994	11/11/2025	GARRARD ROAD ROUNDBOUT	304-000-912-974	61,140.55
Outstanding Total:					61,140.55
Department 000 - UNDESIGNATED Total:					61,140.55
Fund 304 - SS4A GRANT FUND Total:					61,140.55
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
NEEL-SCHAFER	1110260	10/31/2025	STARKVILLE SKATE PARK	312-551-901-275	1,676.80
KIMLEY HORN INC	115326003-1025	10/31/2025	MAIN ST IMPROVEMENTS	312-551-901-275	447.17
BELLA CONSTRUCTION	249	11/10/2025	SPLASH PADS WINTERIZING	312-551-901-275	2,900.00
MARK E. SHAW	106	11/20/2025	UTILITY INSPECTOR 11/7-11/13 11/14-11/20/25	312-551-901-276	1,975.00
ETHOS CONTRACTING GROUP LLC	12	11/21/2025	MCKEE PARK IMPROVEMENTS	312-551-901-275	91.80
BYRUM CONSTRUCTION	7	11/21/2025	JL KING PARK CULVERT REPLACEMENT	312-551-901-276	124,144.19
Outstanding Total:					131,234.96
Department 551 - PARK & REC TOURISM Total:					131,234.96
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					131,234.96
Fund: 313 - SPRING/HWY 12 LINKAGE TAP					
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
GARVER, LLC	INV0038695	11/23/2025	SPRING STREET	313-653-903-854	1,807.01
Outstanding Total:					1,807.01
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					1,807.01
Fund 313 - SPRING/HWY 12 LINKAGE TAP Total:					1,807.01
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DOSS ELECTRIC, INC.	9168	10/30/2025	ELECTRIC HOOKUP FOR BATHROOM TRAILERS	375-551-907-942	1,850.00
Outstanding Total:					1,850.00
Department 551 - PARK & REC TOURISM Total:					1,850.00
Fund 375 - PARK AND REC TOURISM Total:					1,850.00
Grand Total:					537,272.83

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	259,594.90	344.25
015 - AIRPORT FUND	45,006.21	0.00
022 - ENVIRONMENTAL SERVICES	20,667.45	0.00
151 - STATE FORFEITED FUNDS	2,799.60	0.00
300 - CAPITAL PROJECTS FUND	13,172.15	0.00
304 - SS4A GRANT FUND	61,140.55	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	131,234.96	0.00
313 - SPRING/HWY 12 LINKAGE TAP	1,807.01	0.00
375 - PARK AND REC TOURISM	1,850.00	0.00
Grand Total:	537,272.83	344.25

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE ...	313.78	0.00
001-000-149-691	MUNICIPAL COURT BON...	270.00	270.00
001-000-330-182	TRAFFIC COURT & FINES	30.00	30.00
001-000-334-126	POLICE FORFEITED FUN...	1,835.00	0.00
001-005-054-208	DUE FROM PARKS & REC...	769.58	0.00
001-100-604-330	COMMUNICATIONS	92.73	0.00
001-110-490-134	UNEMPLOYMENT PAYM...	2,194.72	0.00
001-110-604-330	POSTAGE / COMMUNIC...	294.02	0.00
001-120-503-202	COMMITTEE SUPPORT	7.96	0.00
001-120-600-302	MEDIA/PUBLIC RELATIO...	4,500.00	0.00
001-120-604-330	COMMUNICATIONS	162.22	0.00
001-123-501-200	SUPPLIES	20.00	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	23,150.11	0.00
001-123-604-330	COMMUNICATIONS	684.72	0.00
001-123-625-380	CAMERA OPERATING EX...	4,951.71	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	194.52	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	839.32	0.00
001-142-610-350	TRAVEL/TRAINING	348.34	0.00
001-142-645-420	SOFTWARE	680.00	0.00
001-142-690-555	DUES (MML) / FEES	389.46	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	718.40	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	111.70	0.00
001-180-610-340	ADVERTISING	154.53	0.00
001-180-691-505	PERSONNEL / KRONOS S...	37.70	0.00
001-190-600-305	ARCHITECTURE REVIEWS	200.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	298.25	0.00
001-192-510-220	SUPPLIES - JANITORIAL, ...	152.10	0.00
001-192-600-338	CONTRACT SERVICES	2,118.00	0.00
001-192-625-380	UTILITIES	460.05	0.00
001-192-625-381	UTILITIES - IRRIGATION	39.43	0.00
001-196-630-425	REPAIRS MAINT/MLK/182	800.00	0.00
001-196-631-402	ODDFELLOW MAINT/RE...	1,750.00	0.00
001-196-637-637	BRUSH ARBOR	650.00	0.00
001-197-525-231	GAS & OIL	43.00	0.00
001-197-600-308	ENGINEERING AND PRO...	7,881.25	0.00
001-197-604-330	COMMUNICATIONS	89.34	0.00
001-201-501-200	OFFICE SUPPLIES	310.98	0.00
001-201-525-231	GAS & OIL	6,398.78	0.00
001-201-535-233	UNIFORMS	1,256.99	0.00
001-201-541-240	PRISONER MEDICAL/SU...	989.16	0.00
001-201-556-251	POLICE SUPPLIES	2,651.06	0.00
001-201-556-252	K9 EXPENSES	160.48	0.00
001-201-600-300	PROFESSIONAL SERVICES	7,820.00	0.00
001-201-604-330	PHONES/POSTAGE	1,779.77	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-615-343	PRINTING & BINDING	197.59	0.00
001-201-625-380	UTILITIES	167.12	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	1,220.62	0.00
001-201-630-426	BUILDING MAINT & REP...	962.56	0.00
001-201-635-369	COPIER RENTAL	1,235.01	0.00
001-201-645-420	SOFTWARE	21,762.00	0.00
001-201-690-450	GPS EXPENSES	520.13	0.00
001-201-690-552	POLICE TRAINING/EDUC...	4,000.00	0.00
001-201-691-550	MISCELLANEOUS	44.25	44.25
001-201-780-550	HOMELAND SECURITY G...	2,290.39	0.00
001-201-820-880	FUSUS LEASE PAYMENT	80,000.00	0.00
001-246-501-200	OFFICE SUPPLIES/POSTA...	196.92	0.00
001-246-525-231	GAS & OIL	96.09	0.00
001-261-501-200	OFFICE SUPPLIES / EXPE...	169.98	0.00
001-261-525-231	GAS & OIL	1,299.04	0.00
001-261-555-250	SMALL EQUIPMENT AND...	21.16	0.00
001-261-558-269	BUILDING MAINTENANCE	11.34	0.00
001-261-600-390	FIRE TRAINING / TRAVEL	4,643.01	0.00
001-261-604-330	PHONES/CABLE/INTERN...	1,162.92	0.00
001-261-625-380	UTILITIES	1,556.37	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	25,416.01	0.00
001-281-525-231	GAS & OIL	74.74	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	102.04	0.00
001-281-630-360	VEHICLE REPAIR & MAIN...	999.00	0.00
001-290-625-380	UTILITIES & HYPER REAC...	181.86	0.00
001-301-525-231	GAS & OIL	1,978.65	0.00
001-301-535-233	UNIFORMS	319.08	0.00
001-301-555-250	SMALL EQUIP, TOOLS & ...	117.88	0.00
001-301-560-270	CONSTRUCTION MATER...	3,071.08	0.00
001-301-604-330	COMMUNICATIONS	140.04	0.00
001-301-610-350	TRAINING	2,667.00	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	22,810.11	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	1,200.81	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	263.31	0.00
001-360-525-231	GAS & OIL	84.93	0.00
001-360-604-330	COMMUNICATIONS	12.70	0.00
015-505-525-233	JET A FUEL PURCHASES	44,306.26	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	158.46	0.00
015-505-625-380	UTILITIES	541.49	0.00
022-322-525-231	GAS & OIL	6,873.87	0.00
022-322-535-233	UNIFORMS	1,030.92	0.00
022-322-555-250	SMALL EQUIP, TOOLS & ...	348.82	0.00
022-322-604-330	COPIER, PHONES, RADIOS	137.37	0.00
022-322-610-340	ADVERTISING	49.62	0.00
022-322-610-350	TRAVEL / TRAINING / DU...	1,333.00	0.00
022-322-630-252	VEHICLE R&M - COMME...	6,030.27	0.00
022-322-630-255	VEHICLE R&M - RUBBISH	457.77	0.00
022-322-630-256	VEHICLE R&M - SWEEPER	646.93	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	3,758.88	0.00
151-216-501-200	SUPPLIES	2,799.60	0.00
300-000-948-873	OLD WEST POINT BRIDGE	13,172.15	0.00
304-000-912-974	SS4A GRANT CONSTRUC...	61,140.55	0.00
312-551-901-275	MCKEE PARK CONSTRUC...	5,115.77	0.00
312-551-901-276	J L KING CULVERT REPLA...	126,119.19	0.00
313-653-903-854	CONSTRUCTION (Phase 2)	1,807.01	0.00
375-551-907-942	EXISTING PARK IMPROV...	1,850.00	0.00
	Grand Total:	537,272.83	344.25

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	404,230.86	344.25
312551600002	447.17	0.00
312551901275	4,668.60	0.00
312551901276	126,119.19	0.00
313653903854	<u>1,807.01</u>	<u>0.00</u>
Grand Total:	537,272.83	344.25



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

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

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

11/25/2025 10:24:26 am

ACCOUNTS PAYABLE AGING INVOICE

Page: 1

Beginning Date: 12/03/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
97 ADVANCE AUTO PARTS	11/14/25	12/03/25	8872531831847	MAINTENANCE	39.96			
97 ADVANCE AUTO PARTS	11/14/25	12/03/25	8872531850924	MAINTENANCE	11.71			
Total for Vendor - 97:					51.67	0.00	0.00	0.00
116 AMAZON CAPITAL SERVICES	11/12/25	12/03/25	1767-6R7N-DQPT	SUPPLIES	42.68			
116 AMAZON CAPITAL SERVICES	11/12/25	12/03/25	1T7M-DWCC-DKPN	SUPPLIES	477.00			
116 AMAZON CAPITAL SERVICES	11/20/25	12/03/25	1XFL-4HPJ-3HLV	SAFETY SUPPLIES	279.96			
Total for Vendor - 116:					799.64	0.00	0.00	0.00
20076 APAC MISSISSIPPI, INC.	11/05/25	12/03/25	4000226230	ASPHALT	647.46			
20076 APAC MISSISSIPPI, INC.	11/06/25	12/03/25	4000226420	ASPHALT	660.54			
Total for Vendor - 20076:					1,308.00	0.00	0.00	0.00
124 ATMOS ENERGY	11/11/25	12/03/25	3020752702-11/11/25	UTILITY BILL	48.26			
124 ATMOS ENERGY	11/13/25	12/03/25	3020752962-11/13/25	UTILITY BILL	80.25			
Total for Vendor - 124:					128.51	0.00	0.00	0.00
202 BELL BUILDING SUPPLY	11/10/25	12/03/25	442389	SUPPLIES	77.96			
202 BELL BUILDING SUPPLY	11/13/25	12/03/25	442607	MATERIALS	39.99			
202 BELL BUILDING SUPPLY	11/14/25	12/03/25	442709	MATERIALS	20.98			
202 BELL BUILDING SUPPLY	11/14/25	12/03/25	442721	MATERIALS	28.54			
Total for Vendor - 202:					167.47	0.00	0.00	0.00
20204 BILL YOUNG	11/13/25	12/03/25	INV0087	MATERIALS	12,670.00			
Total for Vendor - 20204:					12,670.00	0.00	0.00	0.00
20220 CENTRAL PIPE SUPPLY	11/13/25	12/03/25	S100431956.001	MATERIALS	10,798.50			
Total for Vendor - 20220:					10,798.50	0.00	0.00	0.00
20362 CONSOLIDATED PIPE & SUPPL	11/10/25	12/03/25	MS03113133	MATERIALS	500.00			
20362 CONSOLIDATED PIPE & SUPPL	11/12/25	12/03/25	MS03113214	MATERIALS	540.00			
20362 CONSOLIDATED PIPE & SUPPL	11/12/25	12/03/25	MS03113215	MATERIALS	1,236.00			
Total for Vendor - 20362:					2,276.00	0.00	0.00	0.00
20368 CONTROL SYSTEMS, INC	10/17/25	12/03/25	S2899	MAINTENANCE	3,578.25			
20368 CONTROL SYSTEMS, INC	11/01/25	12/03/25	CAB 0171 11012025	MAINTENANCE	600.00			
Total for Vendor - 20368:					4,178.25	0.00	0.00	0.00
20372 COVINGTON SALES & SERVICE	11/10/25	12/03/25	103833	MAINTENANCE	234.77			
20372 COVINGTON SALES & SERVICE	11/10/25	12/03/25	103834	MAINTENANCE	344.50			

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ACCOUNTS PAYABLE AGING INVOICE

Page: 2

Beginning Date: 12/03/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
Total for Vendor - 20372:					579.27	0.00	0.00	0.00
20485 DONALD SMITH COMPANY, IN	11/07/25	12/03/25	4251019	MAINTENANCE	6,492.00			
Total for Vendor - 20485:					6,492.00	0.00	0.00	0.00
496 EAST MISS LUMBER	11/18/25	12/03/25	45699	MATERIALS	44.98			
Total for Vendor - 496:					44.98	0.00	0.00	0.00
604 FASTENAL COMPANY	11/10/25	12/03/25	MSSTA112637	SAFETY SUPPLIES	463.68			
Total for Vendor - 604:					463.68	0.00	0.00	0.00
691 GATEWAY TIRE&SERVICE CEN	11/17/25	12/03/25	1018-225009	MAINTENANCE	288.60			
Total for Vendor - 691:					288.60	0.00	0.00	0.00
726 GRAYBAR FINANCIAL SERVICE	11/08/25	12/03/25	19315871	DEVISE INSURANCE	242.66			
Total for Vendor - 726:					242.66	0.00	0.00	0.00
733 GUARDIAN LOCK AND KEY IN	11/14/25	12/03/25	7697	SUPPLIES	283.70			
Total for Vendor - 733:					283.70	0.00	0.00	0.00
20702 HACH	10/23/25	12/03/25	14726273	LAB SUPPLIES	276.50			
Total for Vendor - 20702:					276.50	0.00	0.00	0.00
20703 HARCROS CHEMICALS INC	11/13/25	12/03/25	771014303	MATERIALS	4,690.00			
Total for Vendor - 20703:					4,690.00	0.00	0.00	0.00
20700 HEMPHILL CONSTRUCTION CO.	11/03/25	12/03/25	H24214-2	INFLUENT PUMP STATION RE	104,770.00			
Total for Vendor - 20700:					104,770.00	0.00	0.00	0.00
20765 HYDRA SERVICE, INC.	11/13/25	12/03/25	193289	PUMP FITTINGS	437.00			
20765 HYDRA SERVICE, INC.	11/13/25	12/03/25	193291	PUMP FITTINGS	1,166.00			
Total for Vendor - 20765:					1,603.00	0.00	0.00	0.00
20907 INDUSTRIAL CHEMICALS INC	11/11/25	12/03/25	575149	MATERIALS	4,445.99			
Total for Vendor - 20907:					4,445.99	0.00	0.00	0.00
1010 JT RAY COMPANY	11/13/25	12/03/25	INV59466	COPIER SERVICE	60.52			
Total for Vendor - 1010:					60.52	0.00	0.00	0.00
1205 LOWE'S	11/04/25	12/03/25	993771-PVEDEX	SUPPLIES	24.66			
1205 LOWE'S	11/06/25	12/03/25	998282-PVMWXU	MAINTENANCE	182.72			
1205 LOWE'S	11/06/25	12/03/25	998376-PVMWXY	SUPPLIES	35.74			
1205 LOWE'S	11/06/25	12/03/25	999354-PVMWYU	SUPPLIES	61.81			

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ACCOUNTS PAYABLE AGING INVOICE

Page: 3

Beginning Date: 12/03/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
1205 LOWE'S	11/12/25	12/03/25	984562-PWGAOA	MATERIALS	186.02			
1205 LOWE'S	11/12/25	12/03/25	984573-PWGAOB	MATERIALS	15.47			
1205 LOWE'S	11/18/25	12/03/25	97063-PWZLTI	MATERIALS	159.54			
1205 LOWE'S	11/21/25	12/03/25	978190-PXMHYD	MATERIALS	936.61			
Total for Vendor - 1205:					1,602.57	0.00	0.00	0.00
21312 MDEQ	11/19/25	12/03/25	POE-00002066	PENALTY	10,000.00			
Total for Vendor - 21312:					10,000.00	0.00	0.00	0.00
1322 MMC MATERIALS, INC.	11/13/25	12/03/25	986933	CONCRETE	439.00			
Total for Vendor - 1322:					439.00	0.00	0.00	0.00
1320 MOMAR, INC.	11/07/25	12/03/25	PSI645050	MATERIALS	5,161.68			
Total for Vendor - 1320:					5,161.68	0.00	0.00	0.00
1321 MSU FACILITIES MGMT DEPT	11/25/25	12/03/25	1864PPCY24WSTWT	CY24 Sewage Pumping Station Co	170,272.84			
Total for Vendor - 1321:					170,272.84	0.00	0.00	0.00
21531 O'REILLY AUTO PARTS	11/19/25	12/03/25	0997-451566	MAINTENANCE	249.31			
Total for Vendor - 21531:					249.31	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	11/10/25	12/03/25	1165861	SUPPLIES	23.48			
1525 OKTIBBEHA CO. CO-OP	11/14/25	12/03/25	1167007	MATERIALS	117.00			
1525 OKTIBBEHA CO. CO-OP	11/19/25	12/03/25	1168342	UNIFORMS	142.50			
1525 OKTIBBEHA CO. CO-OP	11/21/25	12/03/25	1168919	UNIFORMS	585.84			
Total for Vendor - 1525:					868.82	0.00	0.00	0.00
21539 PARKS & PARKS WATER WELL	11/07/25	12/03/25	17994	MAINTENANCE	945.00			
Total for Vendor - 21539:					945.00	0.00	0.00	0.00
21547 PAUL'S WELDING	11/13/25	12/03/25	1755	MAINTENANCE	550.00			
Total for Vendor - 21547:					550.00	0.00	0.00	0.00
1800 RACKLEY OIL, INC.	11/12/25	12/03/25	657350	FUEL	167.19			
Total for Vendor - 1800:					167.19	0.00	0.00	0.00
21860 RJ YOUNG COMPANY	11/10/25	12/03/25	INV7781333	COPIER SERVICE	33.00			
Total for Vendor - 21860:					33.00	0.00	0.00	0.00
21892 S&N AIROFLO INC	04/29/25		19376	CREDIT FOR DOWN DAYS	-2,738.28			
21892 S&N AIROFLO INC	02/03/25	02/19/25	19297	AERATOR RENTAL				6,000.00
21892 S&N AIROFLO INC	04/29/25	05/21/25	19377	AERATOR RENTAL				12,000.00

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ACCOUNTS PAYABLE AGING INVOICE

Page: 4

Beginning Date: 12/03/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
Total for Vendor - 21892:					-2,738.28	0.00	0.00	18,000.00
1945 SULLIVAN'S	11/13/25	12/03/25	98345	SUPPLIES	140.49			
Total for Vendor - 1945:					140.49	0.00	0.00	0.00
99009746 SYNERGETICS DCS, INC	04/18/25	12/03/25	76413	IT SUPPORT	75.00			
Total for Vendor - 99009746:					75.00	0.00	0.00	0.00
22208 THEODIS WEAVER	11/10/25	12/03/25	001	CONNTRACT LABOR	7,571.00			
Total for Vendor - 22208:					7,571.00	0.00	0.00	0.00
2098 ULINE	11/07/25	12/03/25	200320627	SUPPLIES	638.14			
Total for Vendor - 2098:					638.14	0.00	0.00	0.00
2104 UPS	11/08/25	12/03/25	000012031F455	POSTAGE	102.84			
2104 UPS	11/15/25	12/03/25	000012031F465	POSTAGE	127.08			
2104 UPS	11/22/25	12/03/25	000012031F475	POSTAGE	52.83			
Total for Vendor - 2104:					282.75	0.00	0.00	0.00
22111 USA BLUEBOOK	11/06/25	12/03/25	INV00877923	MATERIALS	1,011.52			
22111 USA BLUEBOOK	11/10/25	12/03/25	INV00880562	SUPPLIES	1,865.00			
22111 USA BLUEBOOK	11/17/25	12/03/25	INV00886680	MATERIALS	495.50			
22111 USA BLUEBOOK	11/17/25	12/03/25	INV00886744	MATERIALS	2,538.28			
22111 USA BLUEBOOK	11/17/25	12/03/25	INV00886782	MATERIALS	140.70			
Total for Vendor - 22111:					6,051.00	0.00	0.00	0.00
9929826 VIRGINIA KILBURN	10/31/25	12/03/25	103125	WATER LINCENSE	65.00			
Total for Vendor - 9929826:					65.00	0.00	0.00	0.00
22202 WAYPOINT ANALYTICAL	11/07/25	12/03/25	04-1094698	TESTING	348.00			
Total for Vendor - 22202:					348.00	0.00	0.00	0.00
Grand Total:					\$ 359,341.45	\$ 0.00	\$ 0.00	\$ 18,000.00

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**ACCOUNTS PAYABLE
AGING INVOICE**

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Beginning Date: 12/03/2025**PARAMETERS ENTERED:**

Beginning Date: 12/03/2025
Aging Intervals (Days): 30/60/90
Vendor: All
GL Division: All
GL Account: All
GL Department: All
GL Activity: All
Format: Summary
Subtotal By Vendor: Yes
Sort By: Name
AP GL Account: 2 231.1
Group By AP GL Account

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ACCOUNTS PAYABLE AGING INVOICE

Page: 1

Beginning Date: 12/03/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
95 2 LADIES PROMO	11/13/25	12/03/25	2090	UNIFORMS	2,511.00			
Total for Vendor - 95:					2,511.00	0.00	0.00	0.00
139 ACC BUSINESS	11/11/25	12/03/25	3266388012	INTERNET SERVICE	1,377.48			
Total for Vendor - 139:					1,377.48	0.00	0.00	0.00
131 ALTEC INDUSTRIES, INC.	11/06/25	12/03/25	51858936	MATERIALS	843.00			
Total for Vendor - 131:					843.00	0.00	0.00	0.00
116 AMAZON CAPITAL SERVICES	11/12/25	12/03/25	1197-D11K-F4MG	SUPPLIES	55.98			
116 AMAZON CAPITAL SERVICES	11/12/25	12/03/25	1HJ3-TW1J-DW9T	SUPPLIES	20.93			
116 AMAZON CAPITAL SERVICES	11/13/25	12/03/25	16PC-3C9W-DRL7	SUPPLIES	53.80			
116 AMAZON CAPITAL SERVICES	11/14/25	12/03/25	16PC-3C9W-JV7L	SUPPLIES	173.94			
116 AMAZON CAPITAL SERVICES	11/18/25	12/03/25	1XCL-6QHP-CNYK	SUPPLIES	204.85			
116 AMAZON CAPITAL SERVICES	11/19/25	12/03/25	1C9D-NQ37-KR3X	SUPPLIES	60.22			
116 AMAZON CAPITAL SERVICES	11/19/25	12/03/25	1FJR-HFQN-L9CX	SUPPLIES	59.03			
Total for Vendor - 116:					628.75	0.00	0.00	0.00
144 ANIXTER, INC.	11/18/25	12/03/25	6537024-00	MATERIALS	1,174.88			
Total for Vendor - 144:					1,174.88	0.00	0.00	0.00
110 ARKANSAS ELECTRIC	11/04/25	12/03/25	9000000597	MATERIALS	255.00			
110 ARKANSAS ELECTRIC	11/11/25	12/03/25	9000000598	MATERIALS	12,160.00			
Total for Vendor - 110:					12,415.00	0.00	0.00	0.00
143 ARTHUR J GALLAGHER RISK M	11/12/25	11/12/25	5864273	Workers' Comp Audit	1,412.00			
Total for Vendor - 143:					1,412.00	0.00	0.00	0.00
430 DESOTO TREATED MATERIALS	11/07/25	12/03/25	104791	MATERIALS	13,000.00			
430 DESOTO TREATED MATERIALS	11/10/25	12/03/25	104807	MATERIALS	12,383.00			
430 DESOTO TREATED MATERIALS	11/12/25	12/03/25	104863	MATERIALS	12,322.00			
Total for Vendor - 430:					37,705.00	0.00	0.00	0.00
510 EDWARD KEMP	11/13/25	12/03/25	11052025-11062025	TVA BOARD MEETING	208.27			
Total for Vendor - 510:					208.27	0.00	0.00	0.00
555 ELSTER SOLUTIONS	10/24/25	12/03/25	22507121	ANNUAL SMA AGREEMENT	31,917.00			
Total for Vendor - 555:					31,917.00	0.00	0.00	0.00
560 EVERYDAY LAND MANAGEME	11/01/25	12/03/25	112345	LANDSCAPE MAINTENANCE	5,754.17			
Total for Vendor - 560:					5,754.17	0.00	0.00	0.00

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ACCOUNTS PAYABLE AGING INVOICE

Page: 2

Beginning Date: 12/03/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
455 EXELL WATER & COFFEE, INC.	11/12/25	12/03/25	430920	WATER	48.51			
Total for Vendor - 455:					48.51	0.00	0.00	0.00
616 FUELMAN	11/17/25	12/03/25	NP69494093	FUEL	1,788.04			
616 FUELMAN	11/24/25	12/03/25	NP69516869	FUEL	1,696.32			
Total for Vendor - 616:					3,484.36	0.00	0.00	0.00
696 GARNER LUMLEY ELECTRIC	11/14/25	12/03/25	623285	MATERIALS	360.00			
Total for Vendor - 696:					360.00	0.00	0.00	0.00
730 GRESKO UTILITY SUPPLY, INC.	11/07/25	12/03/25	50030785-00	MATERIALS	1,370.00			
730 GRESKO UTILITY SUPPLY, INC.	11/14/25	12/03/25	50030785-01	MATERIALS	2,556.00			
Total for Vendor - 730:					3,926.00	0.00	0.00	0.00
400 IVY AUTO PARTS	11/07/25	12/03/25	768402	MAINTENANCE	169.65			
Total for Vendor - 400:					169.65	0.00	0.00	0.00
913 JASON HORNER	11/05/25	12/03/25	11052025	G & W TRAINING	188.36			
913 JASON HORNER	11/12/25	12/03/25	11122025	NOVATECH TRAINING	48.94			
Total for Vendor - 913:					237.30	0.00	0.00	0.00
1010 JT RAY COMPANY	11/13/25	12/03/25	INV59464	COPIER SERVICE	274.03			
1010 JT RAY COMPANY	11/13/25	12/03/25	INV59465	COPIER SERVICE	781.92			
1010 JT RAY COMPANY	11/13/25	12/03/25	INV59467	COPIER SERVICE	218.80			
Total for Vendor - 1010:					1,274.75	0.00	0.00	0.00
1205 LOWE'S	11/05/25	12/03/25	995798-PVIRPB	SUPPLIES	38.40			
1205 LOWE'S	11/10/25	12/03/25	979930-PVXKWT	TOOLS	91.12			
1205 LOWE'S	11/18/25	12/03/25	970401-PWZLTB	TOOLS	217.35			
Total for Vendor - 1205:					346.87	0.00	0.00	0.00
1287 MAXXSOUTH BROADBAND	11/06/25	12/03/25	24432733	INTERNET SERVICE	63.37			
Total for Vendor - 1287:					63.37	0.00	0.00	0.00
1328 MS DEPT OF FINANCE AND AD	11/20/25	12/03/25	2025-11-20	VEHICLE	2,000.00			
Total for Vendor - 1328:					2,000.00	0.00	0.00	0.00
1400 NESCO	11/04/25	12/03/25	S2759218.002	UNIFORMS	520.93			
1400 NESCO	11/12/25	12/03/25	S2766384.001	MATERIALS	53.79			
Total for Vendor - 1400:					574.72	0.00	0.00	0.00
1406 NORTHEAST EXTERMINATING	11/12/25	12/03/25	135412	PEST CONTROL	1,000.00			

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ACCOUNTS PAYABLE AGING INVOICE

Page: 3

Beginning Date: 12/03/2025

Vendor Name	Inv Dt	Due Dt	Invoice	Reference	Current	30 - 59 days	60 - 89 days	90+ days
Total for Vendor - 1406:					1,000.00	0.00	0.00	0.00
1525 OKTIBBEHA CO. CO-OP	11/19/25	12/03/25	1168235	MATERIALS	39.00			
1525 OKTIBBEHA CO. CO-OP	11/19/25	12/03/25	1168252	MATERIALS	39.00			
Total for Vendor - 1525:					78.00	0.00	0.00	0.00
1521 ONLINE COLLECTIONS	09/30/25	12/03/25	044600000361	COLLECTION FEE	703.16			
1521 ONLINE COLLECTIONS	10/31/25	12/03/25	044600000364	COLLECTION FEE	1,055.37			
Total for Vendor - 1521:					1,758.53	0.00	0.00	0.00
1887 S & S LINE SERVICE INC	11/14/25	12/03/25	3068	ROW CLEARING	1,643.60			
1887 S & S LINE SERVICE INC	11/14/25	12/03/25	3069	ROW CLEARING	5,887.10			
1887 S & S LINE SERVICE INC	11/14/25	12/03/25	3070	ROW CLEARING	6,077.60			
1887 S & S LINE SERVICE INC	11/21/25	12/03/25	3071	ROW CLEARING	1,643.60			
1887 S & S LINE SERVICE INC	11/21/25	12/03/25	3072	ROW CLEARING	6,077.60			
1887 S & S LINE SERVICE INC	11/21/25	12/03/25	3073	ROW CLEARING	5,630.60			
Total for Vendor - 1887:					26,960.10	0.00	0.00	0.00
1925 SCOTT PETROLEUM CORP.	11/14/25	12/03/25	1477407	GAS	49.50			
Total for Vendor - 1925:					49.50	0.00	0.00	0.00
1902 SOLIS	11/01/25	12/03/25	28594	IT SECURITY	569.40			
Total for Vendor - 1902:					569.40	0.00	0.00	0.00
1940 STUART C. IRBY	11/05/25	12/03/25	S014247262.007	MATERIALS	6,218.91			
1940 STUART C. IRBY	11/14/25	12/03/25	S014423941.001	MATERIALS	8,214.00			
Total for Vendor - 1940:					14,432.91	0.00	0.00	0.00
2015 TEMPLE & SON CO., INC	02/20/25	12/03/25	INV0261354	TRAINING	1,250.00			
Total for Vendor - 2015:					1,250.00	0.00	0.00	0.00
2122 UPCHURCH SERVICES LLC	10/31/25	12/03/25	18283	MAINTENANCE	252.30			
Total for Vendor - 2122:					252.30	0.00	0.00	0.00
2300 WALMART COMMUNITY BRC	11/19/25	12/03/25	1666296921	SUPPLIES	160.85			
Total for Vendor - 2300:					160.85	0.00	0.00	0.00
Grand Total:					\$ 154,943.67	\$ 0.00	\$ 0.00	\$ 0.00

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**ACCOUNTS PAYABLE
AGING INVOICE**

Page: 4

Beginning Date: 12/03/2025**PARAMETERS ENTERED:**

Beginning Date: 12/03/2025
Aging Intervals (Days): 30/60/90
Vendor: All
GL Division: All
GL Account: All
GL Department: All
GL Activity: All
Format: Summary
Subtotal By Vendor: Yes
Sort By: Name
AP GL Account: 1 232.0
Group By AP GL Account



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: December 2, 2025
PAGE: 1

SUBJECT:

Consideration of approval for a change order in price in the amount of \$1,041.25 to repair broken concrete in front of Fire Station 1. The price difference is due to 49 more square feet of concrete poured to complete the job.

NOTES:

Previous approval on October 21, 2025 to repair broken concrete in front of Fire Station 1 in the amount of \$6,375.00 for 300 square feet. The price difference is due to 49 more square feet of concrete poured to complete the job with \$1,041.25 change order in price.

AMOUNT & SOURCE OF FUNDING 001-261-740-565

Quoted amount - 300 sq ft - \$6,375.00
Change order - 349 sq ft - \$7,416.25

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Fire Department

DIRECTOR'S
AUTHORIZATION: Dewayne Davis
Fire Chief

FOR MORE INFORMATION CONTACT: Dewayne Davis 662-694-3576

SUGGESTED MOTION:

Move approval for a change order in price in the amount of \$1,041.25 to repair broken concrete in front of Fire Station 1. The price difference is due to 49 more square feet of concrete poured to complete the job.



GROUNDSTONE
CONSTRUCTION
5227 Artesia Road
Starkville, MS 39759

October 6, 2025

QUOTE

PROJECT Fire Station One – Concrete Repairs
Starkville, Mississippi

I am pleased to provide you this quote for labor, material and equipment to complete the following items of work on the above referenced project:

SCOPES OF WORK:

1. **Concrete Pavement Repairs: (+/- 300 SF)**
 - Sawcut, demo, remove and haul off existing damaged concrete pavement at bay door.
 - Grade and shape existing sub-base material.
 - Form and pour ten (10) inch thick unreinforced concrete pavement and broom finish.
 - Control and expansion joints per ACI standards.
 - All concrete to be 4000 PSI concrete.

PRICE: \$ 6,375.00 Lump Sum

NOTES: Quote is Valid for 30 days.
Prices do **NOT** include any professional service fees (i.e. architect, engineer, designer etc.)
Final payment will be based on measured in place quantities.
Mississippi Certificate of Responsibility: 22509-SC

Submitted by:
GroundStone Construction LLC.

Stuart Smith
Member Manger
C: (662) 418-5812

Accepted By:

(Signature)

Dewayne Davis / Fire Chief

(Printed Name/Title)

(Date)

(Purchase Order Num.)

INVOICE

DATE: 11/21/2025
INVOICE # 445-15
TERMS: Net 15

SHIP TO:

Fire Station #1
503 East Lampkin Street

H-21523

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
per Quote Dated: 10/6/25				
Sawcut, Demo and Pour Back Concrete Pavement	349	SF	\$ 21.25	7,416.25
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
SUBTOTAL				\$ 7,416.25
0.00% SALES TAX				\$ -
0.00% RETAINAGE				\$ -
PAYMENTS & PREVIOUS REQUESTS				\$ -
TOTAL DUE				\$ 7,416.25

THANK YOU FOR YOUR BUSINESS!



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: December 2, 2025
PAGE: 1

SUBJECT:

Consideration of approval of the low quote from Comsouth in the amount of \$39,083.10 for Kenwood radios and accessories with the Homeland Security Grant Program (HSGP) of which \$37,500 will be reimbursed from the grant and \$1,583.10 from city funding.

NOTES:

Previous approval was on August 19, 2025, to accept the grant from Homeland Security Grant Program (HSGP) and purchase radios at a cost of \$37,500.00 and reimbursed 100%. The price difference of \$1,583.10 will be from our radio expense line item.

<u>AMOUNT & SOURCE OF FUNDING</u>	\$37,500.00	- HSGP
	\$1,583.10	- (001-261-630-404) radio expense

QUOTES

Comsouth	\$39,083.10
Teletec	\$40,350.00

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Fire Department

DIRECTOR'S

AUTHORIZATION: Dewayne Davis,
Fire Chief

FOR MORE INFORMATION CONTACT: Dewayne Davis 662-694-3576

SUGGESTED MOTION:

Move for approval of the low quote in the amount of \$39,083.10 for Kenwood radios and accessories with the Homeland Security Grant Program (HSGP) of which \$37,500 will be reimbursed from the grant and \$1,583.10 from city funding.

COMSOUTH

MISSION CRITICAL SOLUTIONS

1378 North Veterans Memorial Blvd., Tupelo, MS 38804
t. 662-296-1450 f.



KENWOOD
ZETRON

QUOTE

Number TUPQ3519-01

Date Sep 23, 2025

Sold To

Starkville Fire Department
Jonathan Wade
503 East Lampkin Street
Starkville, MS 39759

Phone 662-323-1845
Fax

Ship To

Starkville Fire Department
Jonathan Wade
503 East Lampkin Street
Starkville, MS 39759

Phone 662-323-1845
Fax

Salesperson	P.O. Number	Ship Via	Terms
Jody Stringer			

Line	Qty	Model Number	Description	Unit Price	Ext. Price
1			Portable Radios		
2	15	VP5430F2	Kenwood VP5430 Model II 700/800 MHz Portable Radio (Black) - 12 Month Parts & Labor Warranty Included at No Cost	\$1,387.50	\$20,812.50
3		8322000002	P25 Conventional	\$0.00	\$0.00
4		8322000005	P25 Phase I Digital Trunking	\$0.00	\$0.00
5		8322000006	P25 Phase II TDMA Operation	\$356.25	\$5,343.75
6		8326000027	P25 Paging Decode	\$90.00	\$1,350.00
7		8325000003	GPS Operation	\$90.00	\$1,350.00
8		8326000025	Bluetooth Option	\$90.00	\$1,350.00
9		8326000028	Instant Recording Replay	\$90.00	\$1,350.00
10		8326000029	Voice Recording	\$0.00	\$0.00
11		KNB-L3M	3400 mAH Ultra High Capacity Battery	\$164.03	\$2,460.45
12		KRA-32K	700/800 MHz Whip Antenna	\$31.88	\$478.20
13		KSC-52BK	Rapid Rate Desktop Charger	\$77.84	\$1,167.60
14		MSWINPRG	Programming	\$35.00	\$525.00
15			SubTotal		\$36,187.50
16			Accessories		
17	15	KMC-70M	Kenwood Remote Speaker Microphone	\$126.64	\$1,899.60
18	15	KLH-137ST	Shoulder Strap Leather, Fire Heavy Duty, VP5000	\$30.40	\$456.00
19	15	KLH-200K3	Heavy Duty Leather Case , L2 & L3, VP5000	\$36.00	\$540.00
20					
21			*** All of the above equipment and options are certified to work the P25 Mississippi State trunking system as well as the State of Mississippi MSWIN P25 Trunking system, ***		

SubTotal	\$39,083.10
Tax	\$0.00
Shipping	\$0.00
Total	\$39,083.10



Teletec Communications, LLC
PO Box 9436, Columbus, MS 39705
Phone: (662) 328-8474

September 16, 2025
Starkville Fire Department
By Email :

Teletec is pleased to quote on the following 2-way radio communications equipment for use on the MSWIN radio system.

VP-5000 SERIES

QUANTITY	DESCRIPTION	EPL4599	PRICE EA	TOTAL
PORTABLE RADIO				
15	KENWOOD VP-5430KF2 700/800 MHZ ANALOG-DIGITAL P25 PORTABLE RADIO	1632.00	1600.00	24,000.00
	KENWOOD P25 CONVENTIONAL LICENSE	INCL	INCL	
	KENWOOD P25 PHASE 1 LICENSE	INCL	INCL	
	KENWOOD P25 PHASE 2 LICENSE	380.00	350.00	5250.00
	KENWOOD KNB-L3M HI-CAP BATTERY 3400 mAh	162.00	125.00	1875.00
	KENWOOD KRA-32 700 MHZ WHIP ANTENNA	37.44	35.00	525.00
	GPS	96.00	90.00	1350.00
	BLUETOOTH	96.00	90.00	1350.00
	PAGING ENCODE/DECODE	96.00	90.00	1350.00
	INSTANT REPLAY RECORDING/ VOICE RECORDING	96.00	90.00	1350.00
	BELT CLIP	INCL	INCL	
	PROGRAMMING FEE	75.00	INCL	
15	KENWOOD KMC-70M REMOTE SPEAKER MICROPHONE	139.36	135.00	2025.00
15	KENWOOD KSC-52BK DROP IN RAPID CHARGER	85.56	85.00	1275.00
	TOTAL PORTABLE RADIO	2895.36	2690.00	\$40,350.00

Sole source supplier

Teletec is an approved reseller of Kenwood and EFJ Products, Mississippi EPL Vendor Number: 3100028161
Prices good for 30 days

Wes Golden, Teletec Communications, LLC



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 2, 2025
Page: 1

SUBJECT:

Request authorization to hire Jamaal Jones and Javian Mobley as Street Maintenance Workers in the Street Department.

AMOUNT & SOURCE OF FUNDING:

Jamaal Jones – Street Maintenance Worker I – Non-Exempt Salary of \$34,840.00 (\$16.75 per hour) based on 2080 hours per year.

Javian Mobley – Street Maintenance Worker II – Non-Exempt Salary of \$35,734.40 (\$17.18 per hour) based on 2080 hours per year.

FISCAL NOTE:

Budgeted from line item # 001-301-440-114

AUTHORIZATION HISTORY:

These are replacement positions previously held by Jakobe George and Willie Lee who resigned.

REQUESTING DEPARTMENT:

Street Department

DIRECTOR'S AUTHORIZATION:

Cody Burnett, City Engineer

FOR MORE INFORMATION CONTACT:

Cody Burnett, City Engineer
Human Resources Department

SUGGESTED MOTION

Move approval to hire Jamaal Jones and Javian Mobley as Street Maintenance Workers in the Street Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: December 2, 2025

Page: 1

SUBJECT:

Request authorization to hire John Derivaux as a Non-Certified Police Officer in the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

John Derivaux – Non-exempt salary for a Non-Certified Police Officer, @ \$47,358.48 (\$21.18/hour) based on 2236 hours per year.

LINE ITEM

Budgeted from line item # 001-201-420-103

AUTHORIZATION HISTORY:

This is a replacement position previously held by Seth Reed who declined employment.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

Mark Ballard, Police Chief

FOR MORE INFORMATION CONTACT:

Mark Ballard, Police Chief
Human Resources Department

SUGGESTED MOTION:

Move approval to hire John Derivaux as a Non-Certified Police Officer in the Starkville Police Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
DATE: December 2, 2025
PAGE: 1 of**

SUBJECT:

Request approval to purchase from Axon Enterprises, Inc a 180 camera, Fusus CORE Elite AI 2.0 with 44 TB HDD storage and onboard AI at a cost of \$5,000.00, per the attached quote. This Core is a sole source vendor and compatible with the existing Fusus system.

AMOUNT & SOURCE OF FUNDING:

\$5,000.00

LINE ITEM:

Capital Outlay / Equipment line item #001-201-918-805

FISCAL NOTE:

REQUESTING

DEPARTMENT: STARKVILLE POLICE DEPT

DIRECTOR'S

AUTHORIZATION: CHIEF MARK BALLARD

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

R.T.I.C. Supervisor Lee Upchurch 662-323-4131

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move approval to purchase from Axon Enterprises, Inc a 180 camera, Fusus CORE Elite AI 2.0 with 44 TB HDD storage and onboard AI at a cost of \$5,000.00, per the attached quote.

This Core is a sole source vendor and compatible with the existing Fusus system.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-759081-45932TR

Issued: 10/02/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 10/15/2025

Account Number: 131001

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Starkville Police Dept. - MS 101 E Lampkin St Starkville, MS 39759-2944 USA	Starkville Police Dept. - MS 101 E Lampkin St Starkville MS 39759-2944 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thomas Radoslovich Phone: Email: tradoslovich@axon.com Fax:	Lee Upchurch Phone: 662-323-4131 Email: l.upchurch@cityofstarkville.org Fax: (662) 324-4016

Quote Summary

Program Length	60 Months
TOTAL COST	\$5,000.00
ESTIMATED TOTAL W/ TAX	\$5,000.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$5,000.00	\$0.00	\$5,000.00
Total	\$5,000.00	\$0.00	\$5,000.00

Quote Unbundled Price:	\$5,000.00
Quote List Price:	\$5,000.00
Quote Subtotal:	\$5,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1			\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$5,000.00	\$0.00	\$5,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	1	09/15/2025

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	09/15/2028	10/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	101 E Lampkin St	Starkville	MS	39759-2944	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRi000000mZmf	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$5,000.00	\$0.00	\$5,000.00
aDXRi000000mZmf	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Total				\$5,000.00	\$0.00	\$5,000.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/2/2025





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

AGENDA ITEM DEPT.:
AGENDA DATE: December 2, 2025
PAGE: 1

SUBJECT: Request authorization to approve emergency purchase quote from Parks and Parks at Curry Street plant for Curry Well inspection in the amount of \$23,600.00.

AMOUNT & SOURCE OF FUNDING: 2025/2026 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp (662)323-3133 ext. 1101
The Curry Well stopped functioning on Saturday, November 15, 2025. Parks and Parks immediately responded to assess the well and the possible cause for failure. It is recommended to pull the well pump for inspection and ensure proper alignment of the well assembly. The mayor has declared this an emergency due to the potential long lead time to get a second quote and having a critical asset down for an extended period of time.

SUGGESTED MOTION:

Move approval for emergency purchase quote from Parks and Parks at Curry Street plant for Curry Well inspection in the amount of \$23,600.00.

PARKS & PARKS WATER WELL SERVICE INC.
109 OKOLONA CUTOFF ROAD
HOUSTON, MISSISSIPPI 38851
662-456-2011

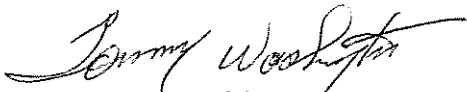
November 21, 2025

Starkville Utilities
403 D. L. Conner Drive
Starkville, Mississippi 39759

Re: Curry Street Pump estimate

1. Mobilization
 2. Rig up and break pump down
 3. Pull pump out of well
 4. Load pump bowl, oil tube, and line shaft to carry to pump company and have check. (Impeller for wear, shaft for straightness, and oil tube face.)
 5. Demobilize
 6. Supply estimate to repair pump.
- TOTAL \$23,600.00

Parks & Parks Water Well Service Inc.


Tommy Washington



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

AGENDA ITEM DEPT: Utilities
AGENDA DATE: December 2, 2025
PAGE: 1

SUBJECT: Consideration of approval of Task Order #6 for planning, design, and construction engineering and inspection for the new production well and water treatment plant from Neel-Schaffer.

AMOUNT & SOURCE OF FUNDING: Capital Improvement Funds / Bonds

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This is to provide the design for new production well and associated water treatment plant as outlined in the overall comprehensive water evaluation report from Neel-Schaffer.

The tentative project schedule is as follows:

- Mid-February 2026 - Advertise for bids (well contract)
- Mid-April 2026 - Construction notice to proceed (well contract)
- August 2026 - Advertise for bids (WTP contract)
- October 2026 - Construction notice to proceed (WTP contract)
- End December 2026 - Complete new well construction
- End September 2027 - Complete new WTP construction

All services will be in accordance with the Master Services Agreement for Engineering and Professional Services dated September 17, 2025, between the City of Starkville and Neel-Schaffer, Inc.

SUGGESTED MOTION:

Move approval of Task Order #6 for planning, design, and construction engineering and inspection for the new production well and water treatment plant from Neel-Schaffer.

November 21, 2025

City of Starkville
ATTN: Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759



**RE: STARKVILLE UTILITIES MASTER SERVICES AGREEMENT – TASK ORDER #6
NEW WATER SUPPLY WELL AND WATER TREATMENT PLANT**

Dear Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer professional services as defined in Exhibit A, Scope of Services, for the above-referenced project. NSI proposes to perform these services for the following hourly, not-to-exceed fees:

Planning and Design Engineering: \$247,000
Construction Engineering and Inspection: \$152,000

All services proposed herein will be performed in accordance with the Master Services Agreement for Engineering and Professional Services dated September 17, 2024, between the City of Starkville and Neel-Schaffer, Inc. A copy of the executed agreement is attached for reference.

NSI will bill you monthly based on the amount of work completed, and upon receipt of your acceptance, we will proceed with the services. This Task Order and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and return a copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFER, INC.

A handwritten signature in blue ink, appearing to read 'William Sanford'.

William Sanford, P.E.
Engineer Manager

ACCEPTED: CITY OF STARKVILLE

BY: _____ DATE: _____

P: 662.268.7966 | F: 662.268.7961

101 West Lampkin Street
Starkville, MS 39759

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



EXHIBIT A

SCOPE OF SERVICES

Engineering Services for New Water Supply Well and Water Treatment Plant Project

Estimated Construction Costs from Capital Improvements Plan = \$3,800,000

Planning and Design Engineering Fee = \$247,000 (6.5%)

Construction Engineering and Inspection Fee = \$152,000 (4.0%)

Planning and Design Engineering

Services shall include the following work:

- Provide limited topographic and boundary survey data for the proposed site as necessary for the design of the project.
- Update the water system hydraulic model to meet the requirements of the MS Dept. of Health Design Criteria using the data provided by SU from its meter accounts or other agreed information for updates.
- Prepare preliminary Construction Documents in accordance with minimum requirements of the MS State Dept. of Health (MSDH) design criteria. Construction Documents shall include use of standard front-end documents provided to the ENGINEER by the OWNER.
- Submit preliminary Construction Documents to the OWNER for review and approval.
- Modify Construction Documents as necessary to reflect any comments by the OWNER.
- Prepare final Construction Documents for procurement of bids by OWNER.
- Submit final Construction Documents to MSDH for approval for construction.
- Design Engineering services will be considered complete upon approval of final Construction Documents by OWNER for public advertisement to secure bids for the PROJECT.
- Assist the OWNER in advertising for and obtaining bids for the Project.
- Prepare and issue final Construction Documents to OWNER for issuance to prospective bidders by way of the plan room used by the OWNER.
- Prepare and issue Addenda to plan room as appropriate to interpret, clarify, correct or expand Construction Documents to each known plan holder.
- Conduct a pre-bid conference if requested by the OWNER.
- Assist with the bid opening if needed, prepare bid tabulation and assist OWNER in evaluating bids.
- Assist the OWNER in the preparation of the documents necessary to complete the award.
- Bidding and Contract Services will be considered complete upon commencement of Construction Engineering services or upon cessation of negotiations with prospective contractors.

Construction Engineering and Inspection

Services shall include the following work:

- Conduct a preconstruction conference for issuance of the Notice to Proceed by the CONTRACTOR.
- General Administration of Construction Contract between OWNER and CONTRACTOR awarded the work.
- The ENGINEER shall consult with and advise OWNER and act as OWNER'S representative; shall issue all instructions of OWNER to CONTRACTOR; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- Visits to Site and Observation of Construction. The ENGINEER shall furnish a Resident Project Representative (RPR) to assist the ENGINEER with periodic observations of progress and quality of the work of the CONTRACTOR at critical stages. RPR services shall be considered part-time, on



an as needed basis, during construction to determine work is proceeding in general conformity with the Contract Documents.

- The ENGINEER shall make periodic site visits only at critical stages of construction to observe as an experienced and qualified design engineer the progress and quality of the various aspects of CONTRACTOR'S work. These services shall be considered part-time, on an as needed basis, during construction. Based on information obtained during such visits and on such observations, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep OWNER informed of the progress of the work. The purpose of the ENGINEER'S visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design engineer, to provide for OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform generally to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR. On the other hand, the ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct or have control over CONTRACTOR'S work; nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of CONTRACTOR or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR'S furnishing and performing the work. Accordingly, the ENGINEER can neither guarantee the performance of the construction contract by CONTRACTOR nor assume responsibility for CONTRACTOR'S failure to furnish and perform his work in accordance with the Contract Documents.
- Defective Work. During such site visits and on the basis of such observations, the ENGINEER may recommend to the OWNER disapproval or rejection of CONTRACTOR'S work if the ENGINEER believes that such work will not produce a completed PROJECT which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Clarifications and Interpretations; Change Orders. The ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the ENGINEER shall recommend Change Orders to OWNER and shall prepare Change Orders as required.
- Shop Drawings. The ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which CONTRACTOR is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- Substitutes. The ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- Inspections and Tests. The ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the



requirements of, and the results certified indicate compliance with, the Contract Documents).

- Applications for Payment. Based on the ENGINEER'S on-site observations as an experienced and qualified design engineer and on review of applications for payment and the accompanying data and schedules:
- The ENGINEER shall determine the amounts owed to CONTRACTOR and recommend in writing payments to CONTRACTOR in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the ENGINEER's recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- By recommending any payment, the ENGINEER shall not thereby be deemed to have represented that on-site observations made by the ENGINEER to check the quality or quantity of CONTRACTOR'S work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the ENGINEER in this Agreement and the Contract Documents. The ENGINEER'S review of Contractor's work for the purposes of recommending payments will not impose on the ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- CONTRACTOR'S Completion Documents. The ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by CONTRACTOR in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to OWNER with written comments.
- Substantial Completion. Following notice from CONTRACTOR that CONTRACTOR considers the entire work ready for its intended use, the ENGINEER and OWNER, accompanied by CONTRACTOR, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of OWNER, the ENGINEER considers the work substantially complete, the ENGINEER shall deliver a certificate of substantial completion to OWNER and CONTRACTOR.
- Final Notice of Acceptability of the Work. The ENGINEER shall conduct a final inspection to determine if the completed work of CONTRACTOR is acceptable so that the ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the work is acceptable to the best of the ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by the ENGINEER under this Agreement.
- Record Documents. Upon completion of the work, the ENGINEER shall compile for and deliver to the OWNER a complete set of record documents conforming to information furnished to the



ENGINEER by the CONTRACTOR where applicable. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the ENGINEER cannot and does not warrant their accuracy.

- Limitation of Responsibilities. The ENGINEER shall not be responsible for the acts or omissions of any CONTRACTOR, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The ENGINEER shall not be responsible for CONTRACTOR'S failure to perform or furnish the work in accordance with the Contract Documents.
- Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct monthly progress meetings as needed with the OWNER, CONTRACTOR and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The ENGINEER shall also prepare minutes of the meeting.
- Submit final certification to MSDH that the project was completed in general compliance with plans and specifications approved by MSDH for construction.
- Duration of Construction Engineering services. The services for Construction Engineering will commence with the execution of the construction contract for the PROJECT or any part thereof and will terminate upon written recommendation by the ENGINEER of final payment and submission of record documents to OWNER and submittal of final certification to MSDH.

EXCLUDED SERVICES

This scope of work does not anticipate needing and/or does not include:

1. Geotechnical Investigation
2. Utility Location Services
3. Property Acquisition or Easement Services
4. Wetlands or Stream Delineation / Mitigation / Permitting
5. Environmental Site Assessments
6. Re-Bidding of Project
7. Full-Time Inspection During Construction

If additional scope becomes necessary, ENGINEER shall present additional scope and fees to be performed, and we shall proceed with these additional services upon approval.



**AGREEMENT FOR ENGINEERING AND PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF STARKVILLE
AND
NEEL-SCHAFFER, INC.**

This **AGREEMENT** made this 17 day of September, 2024, by and between **CITY OF STARKVILLE**, after this called "**OWNER**", and **NEEL-SCHAFFER, INC.**, having its principal place of business at 1115 Stark Road, Starkville, Mississippi 39760, after this called the "**ENGINEER**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **ENGINEER** to provide engineering and professional services. It is anticipated that the engineering and professional services will be performed by individual task orders and will consist of the following three general types of work:

Type 1: Hourly rate services as directed by OWNER, no fee limitations: Engineering and professional services may be provided in conjunction with, but not limited to, project planning, engineering analysis and evaluations, reports of findings and presentations, grant application planning and submittals, surveys and project layouts, design engineering, construction engineering, cost estimates, mapping, master plan studies and preparation, interaction with regulatory agencies, general consulting services and any other professional services deemed appropriate by the **OWNER**. These tasks will be undertaken with direction by the **OWNER's** representatives. The **ENGINEER** will document the type 1 tasks in the monthly invoice. The **OWNER** can engage the **ENGINEER** for Type 1 services in any verbal or written communication.

Type 2: Such services shall typically consist of the same services described under Type 1 services. The **ENGINEER** will document Type 2 service requests with a written scope of services and estimated man-hours. E-mail can be used for written documentation and approval. Type 2 services can be engaged by the **OWNER's** Representatives

Type 3: Such services shall typically consist of the same services described under Type 1 services. The **ENGINEER** will prepare a task order with a defined scope of work, schedule, hourly rate not-to-exceed or lump sum fee, and is to be approved by the **OWNER** before work begins.

II. ADDITIONAL SERVICES

ENGINEER will provide services in accordance with the Exhibit A, "General Terms and Conditions" attached to and made a part of this **AGREEMENT**. The **OWNER** will pay **ENGINEER** for additional services not specified as Types 1, 2, or 3 on the same basis as for Types 1, 2, or 3 services. For services of independent professional associates and consultants employed by **ENGINEER**, **OWNER** will pay **ENGINEER** the amount billed to **ENGINEER** times a factor of 1.0. Performance of Additional Services and employment of independent professional associates and consultants by **ENGINEER** will require prior written authorization from **OWNER**. **ENGINEER** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **ENGINEER** for Type 1, 2, and 3 services on the actual labor rate for the individuals involved times a labor mark-up (LMU) of 2.9. Reimbursable expenses will be billed in addition to the labor costs. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to **ENGINEER** times a factor of 1.0. Other reimbursable expenses will be billed to **OWNER** at the **ENGINEER**'s actual cost. Type 3 services may also be negotiated and paid for on a lump sum basis.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **ENGINEER**'s personnel engaged directly on the Project including, but not limited to, engineers, surveyors, designers, technicians, inspectors, secretaries, and all other professional, technical and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **ENGINEER** recognize that certain occasions may arise for which the methods of payment to **ENGINEER** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately, and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.

IV. TIME SCHEDULE

This **AGREEMENT** shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when a new contract is executed.

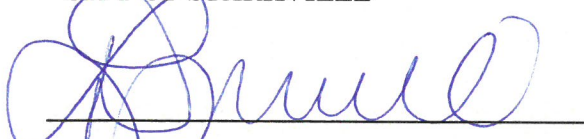
V. CHANGES TO AGREEMENT

This **AGREEMENT**, along with Exhibit A, "General Terms and Conditions", consisting of five pages represent the complete **AGREEMENT** between **OWNER** and **ENGINEER** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE

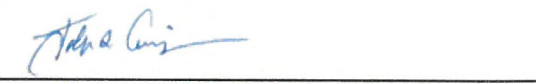
IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF STARKVILLE



D. Lynn Spruill
Mayor

NEEL-SCHAFFER, INC.



John Cunningham, P.E.
Vice President

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Omitted.**
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

- that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.
18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.
31. **Omitted.**