



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
April 16, 2024

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Berk Huskison

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, APRIL 16, 2024
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE MARCH 19, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MARCH 26, 2024 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

- . Keep Mississippi Beautiful Award for the Think Green Recycling Program
- . Starkville named Best Small Town in the South by USA Today

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF RZ 24-01: A REQUEST TO REZONE THE FORMER BUS DEPOT LOCATED AT 220 WEST GILLESPIE STREET FROM S-E TO TN-E ZONING DISTRICT.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF MUTUAL TERMINATION OF THE MEMORANDUM OF AGREEMENT (MOA) DATED AUGUST 12, 2016 BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF STARKVILLE.

X. BOARD BUSINESS

A. CONSIDERATION OF PROPOSED REVISED FAÇADE COLORS FOR 732 WHITFIELD STREET AS PART OF SE 23-06: A SPECIAL EXCEPTION TO ALLOW FOR AN EXCEPTION FROM DEVELOPMENT STANDARDS RELATED TO THE FAÇADE COLORS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 24-03: A REQUEST FOR FINAL PLAT APPROVAL FOR “CLARK GROVE SUBDIVISION PHASE 2” LOCATED ON THE EAST SIDE OF REED ROAD +/- 930 FEET NORTH OF WESTSIDE DRIVE IN A TN-N ZONING DISTRICT WITH THE SIX RECOMMENDED CONDITIONS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ADOPTING THE CITY OF STARKVILLE SAFETY ACTION PLAN.
2. AUTHORIZATION TO APPLY FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT WITH A LOCAL MATCH REQUIREMENT OF 20% IF SELECTED FOR THE GRANT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 8, 2024 FOR FISCAL YEAR ENDING 9/30/24, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF MARCH 2024 FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CAPT. SAM WILKES AND SGT. STEPHEN BOREN TO ATTEND THE 24R-0212 HMT (HAZMAT TECH I) CLASS, MAY 19–25 AT THE CENTER FOR DOMESTIC PREPAREDNESS (CDP) IN ANNISTON, AL TO BE FULLY REIMBURSED BY FEMA.

2. REQUEST AUTHORIZATION FOR FIRE MARSHAL MARK MCCURDY TRAVEL TO GULFPORT, MS TO ATTEND THE BUILDING OFFICIALS ASSOC. OF MS SUMMER CONFERENCE & TRAINING EVENT ON JUNE 10 – 14, 2024 AT AN APPROXIMATE COST OF \$2,000.00.
3. REQUEST PERMISSION TO ENTER INTO A JOINT AGREEMENT WITH OKTIBBEHA 911 AND TO PURCHASE A CAD DISTRIBUTION SYSTEM TO WORK WITH DISTRIBUTING FROM THE NEW 365 LABS CAD SYSTEM AND IMAGE TREND ELITE WITH A ONE TIME FEE OF \$337.50 AND AN ANNUAL FEE OF \$1,750.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE REGINA FISHER AS A PART-TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE JALEN CALMES AS A PART- TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE ETHAN HICKS AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVING PERMISSION TO ADVERTISE FOR THE MCKEE PARK IMPROVEMENT PROJECT.

J. POLICE DEPARTMENT

1. POLICE

- A. REQUEST APPROVAL TO APPLY FOR FY24 OFFICE ON VIOLENCE AGAINST WOMEN (OVW) LOCAL LAW ENFORCEMENT GRANT FOR ENFORCEMENT OF CYBER CRIMES, A 100% REIMBURSABLE GRANT FOR FUNDING IN THE AREA OF EQUIPMENT, TRAINING, OVERTIME, AND VICTIM SERVICES WITH A MAXIMUM OF \$500,000.00 OVER A PERIOD OF 36 MONTHS WITH EQUIPMENT NOT TO EXCEED 50% OF FUNDING.
- B. REQUEST AUTHORIZATION TO AMEND THE JANUARY 6, 2024 REQUEST REGARDING THE SEIZED 2009 DODGE CHALLENGER

VIN#8252 AND 2006 BMW 7 SERIES 7501 VIN#5512, AND TO DECLARE AS SURPLUS AND SELL THROUGH ENTERPRISE FLEET MANAGEMENT WITH THE PROCEEDS GOING TOWARDS THE STATE FORFEITED FUNDS LINE ITEM WITH THE CARS NOT TO BE SOLD BELOW BLUE BOOK VALUE.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF APPROVAL OF CHANGE ORDER #5 FOR A PRICE INCREASE OF \$60,336.53 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR FINAL QUANTITY ADJUSTMENTS.
2. REQUEST AUTHORIZATION TO TRANSFER VEHICLE #46, VIN ENDING IN 1218, FROM STARKVILLE UTILITIES ELECTRIC DIVISION TO THE STARKVILLE UTILITIES WATER DIVISION.
3. CONSIDERATION OF SUBMITTING GRANT AGREEMENT MODIFICATION #2 TO THE MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT FOR THE AERATOR REPLACEMENT PROJECT FOR THE WASTEWATER TREATMENT PLANT.
4. REQUEST AUTHORIZATION TO REJECT ALL BIDS FOR THE ELECTRIC VEHICLE CHARGING STATION INSTALLATION AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.
5. CONSIDERATION OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN OKTIBBEHA COUNTY AND THE CITY OF STARKVILLE OUTLINING THE RESPONSIBILITIES RELATED TO THE RECENTLY AWARDED STAG GRANT FOR THE BLUEFIELD COMMUNITY WATERLINE IMPROVEMENTS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL MAY 7, 2024 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 4-16-24
PAGE: 1 of 47

SUBJECT: Request approval of the minutes of the March 19, 2024 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the March 19, 2024 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
March 19, 2024**

Be it remembered that the Mayor and Board of Aldermen met in a Recess Meeting on March 19, 2024 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda as presented. She noted Item 2 had been added under Mayor's Business and asked that it be added to consent. There being no objections, it was added to consent.

1. A MOTION TO TABLE FIRE DEPT ITEM 1: SAFER GRANT APPLICATION.

Alderman Sistrunk offered a motion, duly seconded by Alderman Rupp, to table Fire Dept Item 1: SAFER Grant Application until April 2, allowing the Chief time to send information to the Mayor and Board prior to April 2.

Following discussion, Alderman Rupp withdrew his motion to second the tabling of the item. Alderman Perkins then offered a second. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion carried and the item tabled until April 2, 2024 with the Fire Chief to send information prior to the meeting to the Mayor and Board of Aldermen.

There being no other changes, the Mayor called for a motion to approve the agenda with consent items as amended.

2. A MOTION TO APPROVE THE OFFICIAL AGENDA WITH CONSENT ITEMS AS AMENDED.

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the March 19, 2024 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, MARCH 19, 2024
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED TEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 20, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE MARCH 1, 2024 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION OF SE 24-01: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR A DETACHED DWELLING TO BE PLACED AT 122 YELLOW JACKET DRIVE IN A C ZONING.

PUBLIC HEARING AND CONSIDERATION OF UE 24-01: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR A MONUMENT SIGN TO BE PLACED AT THE HUB BUILDING LOCATED AT 301 UNIVERSITY DRIVE IN A T-5D ZONING DISTRICT.

SECOND PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **201 RUTH ROAD**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

SECOND PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **245 RUTH ROAD**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

SECOND PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **305 RUTH ROAD**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

SECOND PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT **325 RUTH ROAD**, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION AND AN APPLICATION FOR A COMMUNITY PROJECT FUNDING (CPF) STAG GRANT FOR FUNDING TO UPGRADE AND EXPAND THE ERNEST E. JONES WASTEWATER TREATMENT PLANT.

B. REQUEST EMERGENCY AUTHORIZATION AS PER MISSISSIPPI CODE SECTION 31-7-13(K) TO RENT A GODWIN PUMP FOR BYPASS FOR THE INFLUENT BACKUP FOR THE MONTHLY RENTAL AMOUNT OF \$7,218.50 FROM HYDRA SERVICE INC.

X. BOARD BUSINESS

A. 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 2024 (STREET IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,000,000, 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

1. CONSIDERATION OF APPOINTING JOE FRATESI, THE SOLE APPLICANT, AS WARD 1 PLANNING AND ZONING COMMISSIONER.

2. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND THE UNIFIED DEVELOPMENT CODE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING PERMISSION TO ADVERTISE FOR THE LAMPKIN / MONTGOMERY INTERSECTION IMPROVEMENT PROJECT.
2. CONSIDERATION OF APPROVING THE LETTER AGREEMENT WITH NEEL-SCHAFER, INC. FOR PROFESSIONAL SERVICES RELATED TO THE STARK-HOSPITAL EXTENSION PROJECT IN AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$10,000.
3. CONSIDERATION OF ACCEPTING THE LOW TERM BID FROM FALCON CONTRACTING CO., LLC AND THE FIRST ALTERNATE TERM BID FROM GREGORY COMPANIES, LLC DBA MURPHREE PAVING FOR THE 2024 TERM BID CONTRACT FOR ANNUAL ASPHALT OVERLAYS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER AND FIRST ALTERNATE BIDDER.
4. CONSIDERATION OF ACCEPTING THE LOW TERM BID FROM T. L. WALLACE CONSTRUCTION, INC. AND THE FIRST ALTERNATE TERM BID FROM PAVEMENT RESTORATIONS, INC. FOR THE 2024 TERM BID CONTRACT FOR PAVEMENT SURFACE TREATMENTS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER AND FIRST ALTERNATE BIDDER.
5. REQUEST FOR AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE OLD MAYHEW ROADWAY IMPROVEMENT PROJECT.
6. REQUEST AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH INDEPENDENT CONTRACTOR MARK SHAW AS AN ENGINEERING INSPECTOR IN THE CITY ENGINEERING & STARKVILLE UTILITIES DEPARTMENTS.
7. CONSIDERATION OF APPROVING THE 2024 STREET IMPROVEMENT PROJECT ROADWAY LISTING AND SCOPES OF WORK.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MARCH 11, 2024 FOR FISCAL YEAR ENDING 9/30/24, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF FEBRUARY 2024 FINANCIAL STATEMENTS.
3. CONSIDERATION OF NAMING RENASANT BANK AS THE CITY BANK DEPOSITORY FOR APRIL 1, 2024 THROUGH MARCH 31, 2026.
4. CONSIDERATION OF THE ACCEPTANCE OF THE FISCAL YEAR 9-30-2022 AUDIT OF THE CITY OF STARKVILLE AS PRESENTED BY WATKINS, WARD & STAFFORD, CPAS, PLLC.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO APPLY FOR THE FEMA FIRE AND EMERGENCY RESPONSE (SAFER) GRANT TO HELP STAFF 9 FIREFIGHTERS AT FIRE STATION 5 WITH A MATCH REQUIRED BY THE CITY. (Tabled Until April 2, 2024)
2. REQUEST AUTHORIZATION FOR TYLER DAVIS TO TRAVEL TO COLUMBUS, GA TO ATTEND THE SWIFT WATER RESCUE TECHNICIAN COURSE AT AN APPROXIMATE COST OF \$900.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE DAVID JELINEK AS A CIVIL ENGINEER CO-OP IN THE ENGINEERING DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE TYRONE HASLETT AS A RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
3. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#03192024 FOR A STARKVILLE SANITATION WORKER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVAL OF THE LOW BID FROM ECON CONSTRUCTION, INC. IN THE AMOUNT OF \$999,442.00 FOR THE JL KING PARK SPLASHPAD EXPANSION PROJECT.
2. CONSIDERATION OF APPROVING THE QUOTE FROM MAGCOR VIA STATE CONTRACT #8200069093 IN THE AMOUNT OF \$26,711.00 FOR TABLES AND CHAIRS FOR THE NEW NEEDMORE CENTER.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL FOR CORPORAL BRANDON GLADNEY TO ATTEND THE REID TECHNIQUE OF INVESTIGATIVE INTERVIEW AND ADVANCED INTERROGATION COURSE HELD AT THE IRONDALE CIVIC CENTER IN IRONDALE, AL APRIL 2ND-5TH, 2024 AT A TOTAL ADVANCED COST NOT TO EXCEED \$1,230.00 FOR COURSE AND LODGING.
- b. REQUEST APPROVAL FOR ANIMAL CONTROL OFFICER TAYLOR NOLAND TO ATTEND THE ANNUAL TRAINING CONFERENCE HOSTED BY THE HUMANE SOCIETY OF THE UNITED STATES BEING HELD IN SAN ANTONIO, TEXAS MAY 15TH THROUGH 18TH, 2024 WITH AN ESTIMATED ADVANCE COST OF \$700.00.

- c. REQUEST APPROVAL TO APPLY FOR A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$107,793.75 FROM THE FY25 MS DEPARTMENT OF HOMELAND SECURITY IN THE AREA OF SWAT AND LPR EQUIPMENT.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE TWO 60" EXMARK LAZER E SERIES ZERO TURN MOWERS AND ONE 60" EXMARK RADIUS S SERIES ZERO TURN MOWER FROM EVERGREEN AG AT A TOTAL COST OF \$29,009.00 FROM STATE CONTRACTS 412378702 AND 412843927.

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF ACCEPTING THE LOW BID AND ALTERNATES FOR THE AZALEA LANE ELEVATED WATER TANK REHABILITATION PROJECT FROM G & L TANK SANDBLASTING AND COATINGS LLC IN THE AMOUNT OF \$409,115.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM ANIXTER FOR FLIR INFRARED CAMERA FOR SUBSTATION AND THREE PHASE TRUCK LINE DISTRIBUTION INSPECTIONS IN THE AMOUNT OF \$6,928.50.
3. REQUEST AUTHORIZATION TO EXECUTE POSTAGE METER RENEWAL AGREEMENT WITH QUADIENT LEASING USA, INC. FOR \$217.15 MONTHLY FOR THIRTY-SIX (36) MONTHS.
4. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT RENEWAL WITH CHEMPRO SERVICE FOR HERBICIDE SPRAYING FOR UTILITY EASEMENTS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL APRIL 2, 2024 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 32:

3. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 20, 2024 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the February 20, 2024 Recess Meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE MARCH 1, 2024 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 1, 2024 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF A RESOLUTION AND AN APPLICATION FOR A COMMUNITY PROJECT FUNDING (CPF) STAG GRANT FOR FUNDING TO UPGRADE AND EXPAND THE ERNEST E. JONES WASTEWATER TREATMENT PLANT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the resolution supporting application for a CPF grant for improvements and upgrades to the City of Starkville Ernest E. Jones Wastewater Treatment plant” is enumerated, this consent item is thereby approved. The Resolution follows this page.

6. CONSIDERATION OF EMERGENCY AUTHORIZATION AS PER MISSISSIPPI CODE SECTION 31-7-13(K) TO RENT A GODWIN PUMP FOR BYPASS FOR THE INFLUENT BACKUP FOR THE MONTHLY RENTAL AMOUNT OF \$7,218.50 FROM HYDRA SERVICE INC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization, as per Mississippi code section 31-7-13(k) that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority, to rent a Godwin pump for bypass for the influent backup for the monthly rental amount of \$7,218.50 from Hydra Service Inc.” is enumerated, this consent item is thereby approved.

**RESOLUTION TO APPLY FOR COMMUNITY PROJECT FUNDING THROUGH THE
EPA STAG INTERIOR SUBCOMMITTEE GRANT TO SUPPORT THE UPGRADE
AND IMPROVEMENTS TO THE ERNEST E. JONES WASTEWATER TREATMENT
PLANT IN THE CITY OF STARKVILLE**

WHEREAS, the Board of Aldermen of the City of Starkville, Mississippi (the “Board”), acting for and on behalf of the residents and citizens of Starkville and the future customers of the Starkville Utilities Department do hereby find and determine as follows:

1. The City of Starkville, the county seat of Oktibbeha County, and the home of Mississippi State University has experienced unabated growth over the past four decades.
2. The wastewater treatment plant has served the citizens of Oktibbeha County and the City of Starkville since its original construction in 1979 and its expansion in 1988 and upgrade in 2001. It now also serves not only the City of Starkville but Mississippi State’s primary campus and other parts of Oktibbeha County through an agreement with Mississippi State University.
3. The City of Starkville has been aggressively working toward a structured plan that will provide the necessary replacements to the equipment which has exceeded its useful life. This plan allows for continued operation in the most efficient and effective and safest manner currently required by the Mississippi Department of Environmental Quality (MDEQ) and the Environmental Protection Agency (EPA).
4. The focus of the Community Project Funding STAG grant is to improve and support basic infrastructure improvements under Title VI of the Clean Water Act, 33 U.S.C. 1381 et seq. to underserved areas and to rural areas that are desirous of improving the quality of life and receiving basic services. This sewer project appropriately addresses those federal and state concerns by extending additional service opportunities to areas that currently cannot be served due to wastewater plant infrastructure age limitations while addressing the needed upgrades to maintain a high quality of service to current customers
5. The City of Starkville has not neglected the obligation to upgrade our facilities and has funded upgrades to the wastewater treatment plant to address sustainability and long-term solutions. The recent investment of facilities and treatment processes to convert the sludge to Class A biosolids is an example of the future focus and proactive management of the City’s wastewater treatment responsibility.
6. The City has invested in a comprehensive engineering report to address the current status of the wastewater treatment plant, facilities and processes and capacity in order to adequately serve the community for existing customers as well as long term projected growth.
7. That engineering report has revealed critical elements that must be addressed quickly to prevent failures, compliance issues or unsafe conditions from escalating to reach unacceptable levels of possible permit violations impacting all parties served.

8. The use of the STAG grant will be a direct and immediate benefit to the current residents; allow for compliance as well as future growth and expansion in the underserved areas. It will thus be a responsible use of the funds from taxpayers' dollars. The proposed improvements will affect directly those who pay into the system with a return on that investment through tangible, impactful and daily results of such an investment.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Aldermen of the City of Starkville do find that:

THE APPLICATION FOR A COMMUNITY PROJECT FUNDING GRANT REQUEST FROM THE U.S. HOUSE OF REPRESENTATIVES AND THE UNITED STATES SENATE IS THE PRUDENT AND MOST RESPONSIBLE APPROACH TO CONTINUE TO PROVIDE QUALITY SEWER SERVICE FOR THE RESIDENTS AND CUSTOMERS OF THE STARKVILLE UTILITIES DEPARTMENT AND THAT SUCH AN APPLICATION IS IN LINE WITH THE INTENT OF THE CONGRESSIONAL LEGISLATION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks for the Board of Aldermen to approve the Resolution, the Board of Aldermen voted after discussion, in favor of the foregoing resolution as follows:

Ward 1	Kim Moreland	Yea
Ward 2	Sandra Sistrunk	Yea
Ward 3	Jeffrey Rupp	Yea
Ward 4	Mike Brooks	Yea
Ward 5	Hamp Beatty	Yea
Ward 6, Vice Mayor	Roy A'. Perkins	Yea
Ward 7	Henry S. Vaughn	Yea

This the 19th day of March, 2024


D. Lynn Spruill, Mayor

Attest


Lesa Hardin, City Clerk



7. CONSIDERATION OF A 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 2024 (STREET IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,000,000, 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing and directing the issuance of General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the City of Starkville, Mississippi, in the maximum principal amount of \$5,000,000, 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” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (STREET IMPROVEMENTS PROJECT), OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,000,000, 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 erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; 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 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds.

“Bond” or “Bonds” shall mean the General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the Municipality, in the maximum principal amount of \$5,000,000, 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 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 May 17, 2022, June 21, 2022, and March 19, 2024.

“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.

“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 2020 Bonds” shall mean the \$5,000,000 General Obligation Public Improvement Bonds, Series 2022, of the Municipality, dated and issued December 6, 2022.

“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 May 17, 2022, the Governing Body adopted a resolution entitled **“RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT**

BANK, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$10,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC, AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING, AND EXTENDING THE SAME; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT, OR GUIDE THE CURRENT THEREOF; CONSTRUCTING, IMPROVING, AND PAVING STREETS, SIDEWALKS, AND PARKWAYS, AND PURCHASING LAND THEREFOR; CONSTRUCTING BRIDGES AND CULVERTS; 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 10 YEARS, BUT SPECIFICALLY NOT INCLUDING ANY MOTOR VEHICLES WEIGHING LESS THAN 12,000 POUNDS; 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 June 21, 2022, as the date and hour on which it proposed to authorize the issuance of the Bonds, on or prior to which date and hour any protests to be made against the issuance of such Bonds were required to be filed.

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 3 consecutive weeks in *The Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the 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 7 days prior to June 21, 2022, said Resolution of Intent having been published in *The Starkville Daily News* on May 25, 2022, June 1, 2022, June 8, 2022, and June 15, 2022, 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 June 21, 2022, at 5:30 p.m., the aforesaid hour and date set for the receipt of protests, no written protest or other objection of any kind or character against the issuance of the Bonds described in the Resolution of Intent had been filed or presented by qualified electors of the Municipality.

5. Pursuant to the Act, the Municipality has previously issued the Series 2022 Bonds payable from the 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.

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 \$321,228,788; the Municipality has outstanding bonded indebtedness subject to the 15% debt limit prescribed by the Act in the amount of \$21,506,000, 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 \$26,650,000; the issuance of the Bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid 15% debt limit, of more than 15% of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid 20% debt limit, in excess of 20% of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

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 such municipal bond rating by the Mayor if such officer or officer determines any such municipal bond rating to be in the best interest of the Municipality.

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. Subject to confirmation in the Notice and in the Bonds, it is necessary to designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

16. It is now necessary to direct the issuance of and offer for sale the Bonds, in the maximum principal amount of \$5,000,000, out of the authorized maximum principal amount of \$10,000,000.

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

18. 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**.

19. 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.

20. 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.

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

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

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

SECTION 2. Amount; Purpose. The Bonds are hereby authorized and ordered to be prepared and issued in the maximum principal amount of \$5,000,000 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 1 upward in the order of issuance; will bear interest, calculated on the 30/360 basis, from the date thereof at the rate or rates specified by further order of the Governing Body, payable on such date as detailed in the Notice, and semiannually thereafter on such dates as detailed in the Notice; and will mature and become due and payable, with option of prior payment, in the years and in the principal amounts as detailed in the Notice.

(c) Prior Redemption. The Bonds shall be subject to redemption prior to their respective maturities at the election of the Municipality as detailed in the Notice 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 2024
(STREET IMPROVEMENTS PROJECT)**

No. R-_____ \$_____

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

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

The Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “Governing Body” of the “Municipality”), a body politic existing under the Constitution and laws of the State of Mississippi (the “State”), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, on the maturity date stated above, 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 \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the Municipality (the “Bonds”), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond will be made to the Registered Owner hereof whose name will appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the 15th day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above payable on _____, 20__, and semiannually thereafter on _____ 1 and _____ 1 of each year, until said principal sum is paid, to the Registered Owner hereof whose name will appear in the registration records of the Municipality maintained by the Paying Agent as of the 15th day of the calendar month preceding the applicable interest payment date.

All capitalized terms not otherwise defined herein will have the meaning set forth in the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on May 17, 2022, June 21, 2022, and March 19, 2024 (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 \$5,000,000, out of an authorized amount of \$10,000,000, to provide funds for the purpose of erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; 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 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (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, 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.

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 August 10, 2022.

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 \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the City of Starkville, Mississippi.

_____, _____, _____,
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

ASSIGNMENT

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

(Name and Address of Assignee)

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

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Signatory)

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

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

(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 have been submitted to validation as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, an opinion of the State Bond Attorney was delivered on July 7, 2022, and a Validation Judgement was entered on August 10, 2022.

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

**\$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024
(STREET IMPROVEMENTS PROJECT)
CITY OF STARKVILLE, MISSISSIPPI**

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “Governing Body” of the “Municipality”) will receive bids, which may be in electronic form, for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the Municipality (the “Bonds”) on Tuesday, _____, 20__, until the hour of 11:00 a.m. 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 11:00 a.m. C.D.T., on Tuesday, _____, 20__, the bids will be publicly opened and read, for consideration by the Governing Body at their regular meeting at 5:30 p.m. C.D.T. on Tuesday, _____, 20__. All bids will remain firm for eight hours after the time specified for the opening of bids, and an award of the 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 2025 to 2044. 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 \$5,000,000. 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 (together, the "Act"), and the resolutions authorizing and directing the issuance of the Bonds adopted by the Governing Body on May 17, 2022, June 21, 2022, and March 19, 2024 (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 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.

PURPOSE: The Bonds are being issued to provide funds for the purpose of erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; 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 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the “Authorized Purposes”).

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked “Bid for \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), of the City of Starkville, Mississippi.” All bids should be submitted in substantially the form prepared by the Municipality as the Official Bid Form. A copy of the Official Bid Form may be obtained from the City Clerk at l.hardin@cityofstarkville.org, from Stephens Inc., Ridgeland, Mississippi (the “Municipal Advisor”), at max.neely@stephens.com, or from Watkins & Eager PLLC, Jackson, Mississippi (“Bond Counsel”) at bdavis@watkinseager.com. 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, _____, 2024, 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 \$100,000 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, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within 30 days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor will be made in immediately available funds.

CUSIP NUMBERS: Unless specifically declined by the purchaser, 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/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 March 19, 2024.**

City of Starkville, Mississippi

/s/ Lesa D. Hardin, 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, 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. Bonds as “Qualified Tax-Exempt Obligations”. Subject to confirmation in the Notice and in the Bonds, the Bonds are hereby designated as a portion of the \$10,000,000 of “qualified tax-exempt obligations” for calendar year 2024 within the meaning and for the purposes of Section 265(b)(3) of the Code.

SECTION 33. 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 2/3rds 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 34. 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 35. 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 36. 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 37. 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 38. 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.

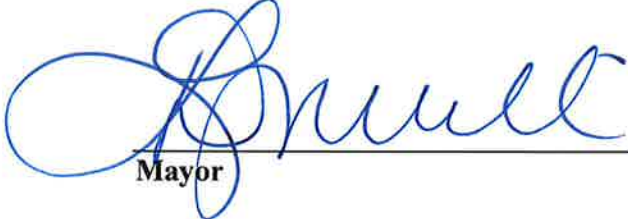
SECTION 39. Repealer; Effective Date. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof will be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this Bond Resolution will become effective upon the adoption hereof.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, March 19, 2024.

City of Starkville, Mississippi


Mayor

ATTEST:


City Clerk



Attachment A

Post Issuance Compliance Procedures

PROCEDURES FOR POST-ISSUANCE COMPLIANCE TAX-EXEMPT FINANCINGS

\$5,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 CITY OF STARKVILLE, MISSISSIPPI

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the “Procedures”) is to ensure that the tax-exempt financings of the City of Starkville, Mississippi (the “Municipality” or the “Issuer”) remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the “Code”) apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to the Issuer and its obligations.

The “Financing”

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to “bonds” but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Issuer designates the City Clerk of the Municipality (the “City Clerk”) and the Director of Finance of the Municipality (the “Director of Finance”) as the primary persons responsible for compliance with this policy (together, the Responsible Parties”). The Responsible Parties will coordinate efforts with the Board and parties working with the Issuer on financings and the operation of bond financed facilities to ensure that any actions taken with respect to bond financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Issuer will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each years that tax-exempt bonds are outstanding
- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings

for, or in relation to conduit transactions with, the Issuer

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

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

Separate Bank Account

Many of the Code provisions related to tax exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Issuer will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The Responsible Parties are responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that “fair market value” is used with respect to the purchase and sale of investments

Additionally, the Responsible Parties shall monitor compliance with rebate and yield restriction rules on an annual basis.

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

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:

- a) Investment contracts (e.g., guaranteed investment contracts)
 - b) Credit enhancement transactions (e.g., bond insurance contracts)
 - c) Financial derivatives (e.g., swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

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

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

With respect to each issue of tax-exempt bonds, the Issuer shall retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

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

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private

business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

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

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Issuer is not in compliance with the arbitrage requirements imposed by the Code or the Issuer has taken a deliberation action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by bond counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

Policy Supplemental to all Existing Policies

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

Dated: _____, 20__

City of Starkville, Mississippi

City Clerk

Director of Finance

(seal)

Attachment B

Proof of Publication of Resolution of Intent

Starkville Daily News

May 25, 2022; June 1, 2022; June 8, 2022; and June 15, 2022

AFFP

RESOLUTION OF THE MAYOR

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

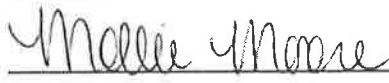
Mollie Moore, being duly sworn, says:

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:

May 25, 2022, June 01, 2022, June 08, 2022, June 15, 2022

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

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 15th day of June 2022.



Lindsey S. Massie, Notary Public, Oktibbeha County, Mississippi

My commission expires: July 22, 2022

00001631 00097480

Melinda Ryan
Watkins & Eager, PLLC (SDN)
P.O. Box 650
Jackson, MS 39205



RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$10,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC, AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING, AND EXTENDING THE SAME; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT, OR GUIDE THE CURRENT THEREOF; CONSTRUCTING, IMPROVING, AND PAVING STREETS, SIDEWALKS, AND PARKWAYS, AND PURCHASING LAND THEREFOR; CONSTRUCTING BRIDGES AND CULVERTS; 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 10 YEARS, BUT SPECIFICALLY NOT INCLUDING ANY MOTOR VEHICLES WEIGHING LESS THAN 12,000 POUNDS; 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) erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; 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 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (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 \$10,000,000, 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 \$298,238,298. The Municipality has outstanding bonded indebtedness subject to the 15% debt limit proscribed by the Municipal Improvements Act, in the amount of \$23,907,000, and outstanding bonded and floating indebtedness subject to the 20% debt limit proscribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$24,730,842. 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 \$10,000,000, 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 for the Project in the maximum aggregate principal amount of \$10,000,000, in one or more federally taxable or tax-exempt series (the "Loan").

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 Loan, 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 Loan. NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MUNICIPALITY 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 or the Qualified Obligation or enter into the Loan, 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 Loan, 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 Loan, 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.

- 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 Loan with the proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

- The Governing Body proposes to direct the issuance of the Bonds, the Qualified Obligation, or the Loan 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, June 21, 2022, at 5:30 p.m., or at some meeting held subsequent thereto. 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 Loan on or before the aforesaid date and hour, then the Bonds, the Qualified Obligation, or the Loan 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 Loan. If no sufficient protest is filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof at any time within a period of 2 years after the date above specified.

- This resolution shall be published once a week for at least 3 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 Loan, and the last publication shall be made not more than 7 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 Hamp Beatty moved and Alderman Jeffrey Rupp seconded the motion to adopt the

foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: Aye
Alderman Mike Brooks	voted: Aye
Alderman Ben Carver	voted: Aye
Alderman Roy A. Perkins	voted: Aye
Alderman Joffrey Rupp	voted: Aye
Alderman Sandra C. Sistrunk	voted: Aye
Alderman Henry N. Vaughn, Sr.	voted: Aye

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, May 17, 2022.

City of Starkville, Mississippi

/s/Lynn Spruill

Mayor

ATTEST:

/s/Lesa Hardin

City Clerk

Publication Instructions:

Starkville Daily News

May 25, 2022; June 1, 2022; June 8, 2022; and June 15, 2022

Attachment C

Preliminary Official Statement

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH 21, 2024

NEW ISSUE-BOOK-ENTRY ONLY

UNDERLYING RATING: _____ (Moody's)
(See "BOND RATING" 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.

\$5,000,000

GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (STREET IMPROVEMENTS PROJECT) CITY OF STARKVILLE, MISSISSIPPI

DATED: Date of Delivery.

DUE: _____ 1, as shown below

The City of Starkville, Mississippi (the "Municipality") is issuing its \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project) (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. For so long as any purchaser is the 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 Bond. 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 _____, 20____, _____, _____, will serve as the Registrar and Paying Agent for the Bonds.

The principal of the Bonds will be payable upon maturity at the corporate trust office of the Paying Agent and interest on the Bonds will be paid by check to the Paying Agent dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the Registered Owners of record as of the close of business on the most recent Record Date or, at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Paying Agent at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to such Registered Owner or by deposit into the account of such Registered Owner if such account is maintained by the Paying Agent.

The Bonds are being offered for sale in accordance with the official Notice of Bond Sale dated April 4, 2023 (the "Notice of Bond Sale").

Sealed or electronic bids for the Bonds will be received until the hour of 11:00 a.m., C.D.T., on Tuesday, _____, 2024, 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/are not] being offered as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

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 _____, 2024.

Interest payable on _____, 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 on _____ 1, with option of prior payment, in the years and principal amounts as follows:

Maturity Schedule

Year of Maturity	Principal Amount	Interest Rate
2025	\$_____	_____ %
2026	\$_____	_____ %
2027	\$_____	_____ %
2028	\$_____	_____ %
2029	\$_____	_____ %
2030	\$_____	_____ %
2031	\$_____	_____ %
2032	\$_____	_____ %
2033	\$_____	_____ %
2034	\$_____	_____ %

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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**APPENDIX A – ECONOMIC AND DEMOGRAPHIC INFORMATION OF THE
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CITY OF STARKVILLE, MISSISSIPPI

BOARD OF ALDERMEN

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

MAYOR

Lynn Spruill

CITY CLERK

Lesa Hardin

ATTORNEY FOR CITY OF STARKVILLE

**Berkley N. Huskison, Esq.
Mitchell McNutt & Sams, P.A.
Columbus, Mississippi**

WATKINS, WARD AND STAFFORD, PLLC

**CERTIFIED PUBLIC ACCOUNTANTS
Starkville, Mississippi**

WATKINS & EAGER PLLC

**Jackson, Mississippi
Bond Counsel**

STEPHENS INC.

**Ridgeland, Mississippi
Municipal Advisor**

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OFFICIAL STATEMENT

\$5,000,000

GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2024 (STREET IMPROVEMENTS PROJECT) CITY OF STARKVILLE, MISSISSIPPI

INTRODUCTION

The purpose of this Official Statement is to set forth certain information in connection with the sale of the General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), dated and issued _____, 2024, in the principal amount of \$5,000,000 (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 providing funds for erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; constructing, improving, and paving streets, sidewalks, and parkways, and purchasing land therefor; constructing bridges and culverts; 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 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (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 May 17, 2022, June 21, 2022, and March 19, 2024, 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. June 21, 2022, was set by the Governing Body as the date on or before which written protest was required to have been filed.

No written protest having been received on or before said date, the Governing Body is now authorized and empowered by the Act to issue the Bonds without the necessity of calling and holding an election on the question of the issuance thereof.

Security. The Bonds shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, will be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the 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. Should there be a failure in any year to comply with the requirements of this Section, such failure will not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

Redemption. Bonds maturing after _____ 1, 20__, are subject to redemption prior to their respective maturities at the election of the Municipality on and after _____ 1, 20__, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at 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). If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds (in integral multiples of \$5,000), and for all purposes of this Bond Resolution, all provisions pertaining to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

1995 Constitutional Amendment. The qualified electors of the State of Mississippi (the “State”) voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 to add the following new Section 172A (the “Amendment”):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the Bonds as they mature and become due nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect bondholders' remedies in the event of a payment default, it potentially prevents bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the bondholders in the event of a payment default with respect to the Bonds. For example, bondholders can seek a writ of mandamus to compel the Municipality to use any legally available moneys to pay the debt service on the Bonds, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to the Mississippi Constitution §175, all public officers who are guilty of willful neglect of duty may be removed from office.

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, 2022, and has filed notices of failure to timely file audited financial statements when applicable. The Municipality has filed its audited financial statements for the fiscal year ended September 30, 2022, on _____, 2024.

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.

AUDITORS

The financial statements of the City as of September 30, 2022, 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.

Municipal Bond Insurance Policy. Pursuant to the Bond Resolution, the Governing Body has authorized prospective bidders, at their sole expense, to obtain a municipal Bond Insurance Policy (as defined and described in the Bond Resolution) to guarantee the payments of the principal of and interest on the Bonds.

Sovereign Immunity. In 1982, in *Pruett v. City of Rosedale*, the Mississippi Supreme Court (the “Supreme Court”) abolished the judicial common law doctrine of sovereign immunity, effective July, 1984, and invited a legislative response by creation of statutory sovereign immunity. In 1984, the Legislature enacted a tort claims act (the “Tort Claims Act”) that gave statutory sovereign immunity to the State and its political subdivisions, and then provided for a limited and capped waiver of that immunity.

The Tort Claims Act, as amended, provides a broad statutory sovereign immunity for acts and omissions of governmental entities, whether governmental, proprietary, discretionary or ministerial, including for breach of an implied contract, and without regard to whether a fee, charge or other consideration was paid. The Tort Claims Act waives this statutory sovereign immunity up to certain maximum limits of liability, except for specified circumstances; the maximum liability arising out of a single occurrence is \$500,000 for claims arising on or after July 1, 2001. Attorney fees and punitive damages are not allowed unless otherwise specifically authorized by law; trial of claims arising under the Tort Claims Act shall be conducted without a jury; a claimant must exhaust his administrative remedies before he files suit, and he must file within one year after the cause of action arises; governmental entities and their employees acting within the course and scope of their employment shall not be liable for any claims under specified circumstances; all political subdivisions must purchase liability insurance or set up self-insurance reserves sufficient to cover risks of claims under the Tort Claims Act; all governmental entities may purchase liability insurance in excess of the maximum liability and immunity shall be waived to the extent of the excess liability insurance; and any two or more political subdivisions may enter into agreement to pool liabilities through insurance or self-insurance reserves.

Under existing law, the defense of sovereign immunity would not be available to the Municipality against a claim for payment, when due, of principal of or interest on the Bonds.

Validation. Pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, the Bonds have been submitted to validation as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, an opinion of the State Bond Attorney was delivered on July 7, 2022, and a Validation Judgement was entered on August 10, 2022.

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 for tax years beginning after December 31, 2022.

The opinion of Bond Counsel described in the preceding paragraph is subject to the condition that the Municipality comply with all requirements of the Code and the Regulations, including, without limitation, certain limitations on the use, expenditure, and investment of the proceeds of the Bonds and the obligation to rebate certain earnings on investments of proceeds to the United States of America, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Municipality has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the interest on the Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds.

Section 265(b)(1) of the Code provides that financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 (other than “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code). The Municipality [has/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 2024 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 2024 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 2024 Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such holder. Holders of Series 2024 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.

Impact of COVID-19 on the Municipality. The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, which was first detected in China and has since spread to other countries, including the United States, the State, and the Municipality, has been declared a pandemic by the World Health Organization.

The outbreak of the disease has affected travel, commerce, and financial markets globally and is widely expected to affect economic growth worldwide. The COVID-19 outbreak is altering the behavior of businesses and people in a manner that is having negative effects on global and local economies, including the State and the Municipality. In addition, financial markets in the United States and globally have seen significant declines and volatility attributed to concerns over COVID-19. Continued declines or volatility in the financial markets may constrain market access and credit availability to borrowers, including governmental entities such as the State and the Municipality.

On January 31, 2020, the Secretary of Health and Human Services declared COVID-19 a “public health emergency,” under Section 319 of the Public Health Service Act (42 U.S.C. 247d). On March 13, 2020, President Donald J. Trump declared the COVID-19 outbreak a “national emergency,” which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation. On March 27, 2020, the Congress of the United States passed and President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), a \$2 trillion relief package related to responding to the COVID-19 outbreak and its impacts on the economy of the United States.

On March 24, 2020, Mississippi Governor Tate Reeves issued Executive Order No. 1463 pursuant to Section 33-15-11(b)17, Mississippi Code of 1972, as amended, declaring a State of Emergency, and issued a Supplement to Executive Order No. 1463 on March 26, 2020. On April 1, 2020, the Governor issued Executive Order No. 1466 implementing a statewide shelter-in-place, with exemptions for certain essential activities. On April 17, 2020, the Governor issued Executive Order No. 1473, extended the statewide shelter-in-place until Monday, April 27, 2020. On April 23, 2020, the Governor issued Executive Order No. 1476 implementing school closures for the remainder of the current academic year. On April 24, 2020, the Governor issued Executive Order No. 1477 establishing the statewide safer-at-home order through May 11, 2020, to balance the interests of protecting public health while reopening portions of the economy of the State. On May 8, 2020, the Governor issued Executive Order No. 1480 extending the statewide safer-at-home order through May 25, 2020, and stating certain social distancing

guidelines that be adhered to in order to safely reopen certain categories of businesses. On May 28, 2020, the Governor issued Executive Order 1492 to establish the “Safe Return” protocols for restarting the economy of the State. As of 11:59 p.m. on November 20, 2021, the Governor allowed all Executive Orders declaring a COVID-19 State of Emergency related to expire. The Executive Orders and Supplements to the Executive Orders are available for review at www.sos.ms.gov. The Department of Health and Human Services declared that the federal Public Health Emergency for COVID-19, declared under Section 319 of the Public Health Service Act, to expire at the end of the day on May 11, 2023.

The finances of the Municipality may be materially adversely affected by the continued spread of COVID-19, which could affect ad valorem tax and sales collections of the Municipality, therefore potentially impacting the ability of the Municipality to pay the principal of and interest on the Bonds. The impact of the outbreak on the operations and economy of the Municipality cannot be predicted due to the dynamic nature of the outbreak, including uncertainties relating to its duration and severity, as well as what actions may be taken by governmental authorities and other institutions to attempt to contain or mitigate its impact. The financial projections contained in this Official Statement have not been updated to reflect any potential impact of the COVID-19 outbreak.

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 also maintains insurance against cyber security incidents, up to a coverage maximum of \$_____. 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 \$_____, plus a premium of \$_____, less Underwriter’s discount 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. As noted on the cover page of this Official Statement, Moody’s Investors Service, Inc. (“Moody’s”) has assigned the Bonds the rating of “_____.” Such rating reflects only the view of Moody’s, and an explanation of the significance of such rating may be obtained from Moody’s. The Municipality makes no representation as to the appropriateness of the rating. The Municipality has furnished to Moody’s certain information and materials regarding the Bonds. Generally, Moody’s will base the rating on such information and materials, and on investigations, studies, and assumptions furnished to and obtained and made by Moody’s. There is no assurance that such a rating will remain unchanged for any given period of time or that the rating may not be lowered or withdrawn entirely by Moody’s, if, in its judgment, circumstances warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the 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 Bonds, the security for the payment of the Bonds and the rights and obligations of the Registered Owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this

Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Municipality has prepared this Official Statement which it deems, for purposes of the Rule, to be final and complete except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed this Official Statement. Upon the sale and award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as this Official Statement subject to minor additions, deletions, and revisions as required to complete this Official Statement. If requested, the Municipality will furnish a reasonable number of copies of the Official Statement to the successful bidder of the Bonds without charge within seven business days after the sale and award of the bid. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any underwriter identification determined by the Municipality to be necessary for the Official Statement within 24 hours after the sale and award of the Bonds.

A copy of this Official Statement may be obtained from:

Lesa Hardin
City Clerk
City of Starkville, Mississippi
lhardin@cityofstarkville.org
(662) 323-2525

or

Brad C. Davis, Esq.
Bond Counsel
Watkins & Eager PLLC
bdavis@watkinseager.com
(601) 965-1988

City of Starkville, Mississippi

/s/ Lynn Spruill

Mayor

/s/ Lesa Hardin

City Clerk

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Appendix A

Economic and Demographic Information of the Municipality

Appendix B

**Combined Budgets for Publication
For the Fiscal Year Ended September 30, 2023,
and For the Fiscal Year Ending September 30, 2024**

Appendix C

Audited Financial Statements for the Fiscal Year Ended September 30, 2022

Appendix D

Form of Bond Counsel Opinion

_____, 2024

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 \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), dated and issued _____, 2024 (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, 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 May 17, 2022, June 21, 2022, and March 19, 2024, 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 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

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 for tax years beginning after December 31, 2022.

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/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 \$5,000,000 General Obligation Public Improvement Bonds, Series 2024 (Street Improvements Project), dated and issued _____, 2024 (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 May 17, 2022, June 21, 2022, and March 19, 2024 (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 _____, 2024, 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 2024 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: March 21, 2024

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: \$5,000,000 General Obligation Public Improvement Bonds, Series
2024 (Street Improvements Project)

Date of Issuance: _____, 2024

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

8. CONSIDERATION TO APPOINT JOE FRATESI, THE SOLE APPLICANT, AS WARD 1 PLANNING AND ZONING COMMISSIONER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of appointing Joe Fratesi, Ward 1, to the Planning and Zoning Commission for the remainder of the unexpired term, due to expire on June 30, 2027” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO AMEND THE UNIFIED DEVELOPMENT CODE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of calling for two public hearings to amend the Unified Development Code” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO APPROVE THE ADVERTISING FOR THE LAMPKIN / MONTGOMERY INTERSECTION IMPROVEMENT PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the Lampkin/Montgomery Intersection Improvement Project which will include curb extensions, a new sidewalk connection, wider sidewalks, and ADA ramps on the northwest, northeast, and southwest corners of the intersection” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF APPROVING THE LETTER AGREEMENT WITH NEEL-SCHAFER, INC. FOR PROFESSIONAL SERVICES RELATED TO THE STARK-HOSPITAL EXTENSION PROJECT IN AN HOURLY, NOT-TO-EXCEED AMOUNT OF \$10,000.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the letter agreement with Neel-Schaffer, Inc. for professional services related to the Stark-Hospital Extension project in an hourly, not-to-exceed amount of \$10,000” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF ACCEPTING THE LOW TERM BID FROM FALCON CONTRACTING CO., LLC AND THE FIRST ALTERNATE TERM BID FROM GREGORY COMPANIES, LLC DBA MURPHREE PAVING FOR THE 2024 TERM BID CONTRACT FOR ANNUAL ASPHALT OVERLAYS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER AND FIRST ALTERNATE BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low term bid from Falcon Contracting Co., LLC and the first alternate term bid from Gregory Companies, LLC DBA Murphree Paving for the 2024 Term Bid Contract for Annual Asphalt Overlays and authorization for the Mayor to execute a construction contract with the low bidder and first alternate bidder” is enumerated, this consent item is thereby approved.



2406 Term Bid Contract for Annual Asphalt Overlays
Bid Tabulation
March 5, 2024, 2:00 P.M.

Item No.	Description	Estimated Qty	Unit	Engineer's Estimate		APAC-Mississippi, Inc.		Falcon Contracting Co., LLC		Gregory Companies, LLC DBA Murphree Paving		Southern Paving, LLC*	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.0	Provide Hot Mix Asphalt, ST, 19mm Mix (FOB at Plant)	500	TON	\$ 110.00	\$ 55,000.00	\$ 107.00	\$ 53,500.00	\$ 107.00	\$ 53,500.00	\$ 107.00	\$ 53,500.00	\$ -	\$ -
2.0	Provide Hot Mix Asphalt, ST, 12.5mm Mix (FOB at Plant)	400	TON	\$ 110.00	\$ 44,000.00	\$ 112.00	\$ 44,800.00	\$ 112.00	\$ 44,800.00	\$ 112.00	\$ 44,800.00	\$ -	\$ -
3.0	Provide Hot Mix Asphalt, ST, 9.5mm Mix (FOB at Plant)	6300	TON	\$ 110.00	\$ 693,000.00	\$ 117.00	\$ 737,100.00	\$ 117.00	\$ 737,100.00	\$ 117.00	\$ 737,100.00	\$ -	\$ -
4.0	Provide Ultra-Thin Asphalt (UTA), 4.75mm Mix (FOB at Plant)	200	TON	\$ 130.00	\$ 26,000.00	\$ 110.00	\$ 22,000.00	\$ 110.00	\$ 22,000.00	\$ 110.00	\$ 22,000.00	\$ -	\$ -
Table 1 Total =				\$ 818,000.00		Table 1 Total =		\$ 857,400.00		Table 1 Total =		Table 1 Total =	

Item No.	Description	Estimated Qty	Unit	Engineer's Estimate		APAC-Mississippi, Inc.		Falcon Contracting Co., LLC		Gregory Companies, LLC DBA Murphree Paving		Southern Paving, LLC*	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.1	Cold Milling of Asphalt (0" to 4" thick)	60000	SY	\$ 7.50	\$ 450,000.00	\$ 6.50	\$ 390,000.00	\$ 4.00	\$ 240,000.00	\$ 4.39	\$ 263,400.00	\$ -	\$ -
2.1	Provide Material & Install Asphalt for Tack Coat	7000	GAL	\$ 8.00	\$ 56,000.00	\$ 4.00	\$ 28,000.00	\$ 3.50	\$ 24,500.00	\$ 3.00	\$ 21,000.00	\$ -	\$ -
3.1	Hot Mix Asphalt, ST, 19mm Mix For Patching (material supplied at plant)	500	TON	\$ 180.00	\$ 90,000.00	\$ 335.00	\$ 167,500.00	\$ 100.00	\$ 50,000.00	\$ 111.65	\$ 55,825.00	\$ -	\$ -
4.1	Hot Mix Asphalt, ST, 12.5mm Mix For Leveling (material supplied at plant)	400	TON	\$ 65.00	\$ 26,000.00	\$ 115.00	\$ 46,000.00	\$ 49.00	\$ 19,600.00	\$ 97.68	\$ 39,072.00	\$ -	\$ -
5.1	Hot Mix Asphalt, ST, 9.5mm Mix For Overlaying (material supplied at plant)	6300	TON	\$ 65.00	\$ 409,500.00	\$ 65.00	\$ 409,500.00	\$ 49.00	\$ 308,700.00	\$ 42.08	\$ 265,104.00	\$ -	\$ -
6.1	Ultra-Thin Asphalt (UTA), 4.75mm Mix 1/2" - 1" thickness (material supplied at plant)	200	TON	\$ 65.00	\$ 13,000.00	\$ 115.00	\$ 23,000.00	\$ 50.00	\$ 10,000.00	\$ 73.70	\$ 14,740.00	\$ -	\$ -
Table 2 Total =				\$ 1,044,500.00		Table 2 Total =		\$ 652,800.00		Table 2 Total =		Table 2 Total =	
Total Base Bid (Table 1 & 2) =				\$ 1,862,500.00		Total Base Bid (Table 1 & 2) =		\$ 1,510,200.00		Total Base Bid (Table 1 & 2) =		Total Base Bid (Table 1 & 2) =	
								PRIMARY LOW BID				FIRST ALTERNATE	

*Southern Paving's bid was not read due to not filling out Table 1.

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.

Steph Karlehn

Signature

13. APPROVAL TO ACCEPT THE LOW TERM BID FROM T. L. WALLACE CONSTRUCTION, INC. AND THE FIRST ALTERNATE TERM BID FROM PAVEMENT RESTORATIONS, INC. FOR THE 2024 TERM BID CONTRACT FOR PAVEMENT SURFACE TREATMENTS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOW BIDDER AND FIRST ALTERNATE BIDDER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low term bid from T. L. Wallace Construction, Inc. and the first alternate term bid from Pavement Restorations, Inc. for the 2024 Term Bid Contract for Pavement Surface Treatments and authorization for the Mayor to execute a construction contract with the low bidder and first alternate bidder” is enumerated, this consent item is thereby approved. The bid tabulation follows this page.

14. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE OLD MAYHEW ROADWAY IMPROVEMENT PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Old Mayhew Roadway Improvement Project” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO ENTER INTO AN AGREEMENT WITH INDEPENDENT CONTRACTOR MARK SHAW AS AN ENGINEERING INSPECTOR IN THE CITY ENGINEERING & STARKVILLE UTILITIES DEPARTMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval to enter into an agreement with Independent Contractor Mark Shaw as an Engineering Inspector on an as needed basis at \$50.00 per hour in the City Engineering & Starkville Utilities Departments” is enumerated, this consent item is thereby approved.

16. ACCEPTANCE OF FEBRUARY 2024 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “acceptance of the February 2024 Financial Statements” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF NAMING RENASANT BANK AS THE CITY BANK DEPOSITORY FOR APRIL 1, 2024 THROUGH MARCH 31, 2026.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval to name Renasant Bank as the Municipal Depository for the City of Starkville as advertised in accordance with in MS Code sections 27-105-305; 27-105-353; and 27-105-363” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF THE ACCEPTANCE OF THE FISCAL YEAR 9-30-2022 AUDIT OF THE CITY OF STARKVILLE AS PRESENTED BY WATKINS, WARD & STAFFORD, CPAS, PLLC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “acceptance of the fiscal year 9-30-2022 audit of the City of Starkville as presented by Watkins, Ward & Stafford, CPAS, PLLC” is enumerated, this consent item is thereby approved.



ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

24007 Term Bid Contract for Annual Pavement Surface Treatments
Bid Tabulation
March 6, 2024, 2:00 P.M.

Item No.	Description	Estimated Qty	Unit	Engineer's Estimate		Pavement Restorations, Inc.		TL Wallace Construction, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Fog Seal (Rejuvenating)	10000	SY	\$ 2.15	\$ 21,500.00	\$ 2.75	\$ 27,500.00	\$ 1.20	\$ 12,000.00
2	Fog Seal (Less Tracking)	10000	SY	\$ 2.15	\$ 21,500.00	\$ 2.75	\$ 27,500.00	\$ 1.20	\$ 12,000.00
3	Micro-Surfacing	50000	SY	\$ 4.50	\$ 225,000.00	\$ 5.89	\$ 294,500.00	\$ 4.80	\$ 240,000.00
4	Micro-Surfacing (High Polymer Modified)	50000	SY	\$ 4.50	\$ 225,000.00	\$ 6.11	\$ 305,500.00	\$ 5.00	\$ 250,000.00
5	Scrub Seal	30000	SY	\$ 4.50	\$ 135,000.00	\$ 4.95	\$ 148,500.00	\$ 4.40	\$ 132,000.00
6	Crack Sealing, Type 1	10000	LF	\$ 2.50	\$ 25,000.00	\$ 2.00	\$ 20,000.00	\$ 2.65	\$ 26,500.00
7	Crack Sealing, Type 2	10000	LF	\$ 2.50	\$ 25,000.00	\$ 1.75	\$ 17,500.00	\$ 1.60	\$ 16,000.00
8	Mastic Crack Sealing	6000	LF	\$ 3.50	\$ 21,000.00	\$ 3.50	\$ 21,000.00	\$ 7.85	\$ 47,100.00
Total Base Bid				\$ 699,000.00		Total Base Bid \$ 862,000.00		Total Base Bid \$ 735,600.00	
						FIRST ALTERNATE		PRIMARY LOW BID	

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.

Stephen Kacheln

Signature

19. CONSIDERATION FOR TYLER DAVIS TO TRAVEL TO COLUMBUS, GA TO ATTEND THE SWIFT WATER RESCUE TECHNICIAN COURSE AT AN APPROXIMATE COST OF \$900.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval for Tyler Davis to travel to Columbus, GA to attend the Swift Water Rescue Technician Course on April 7-10, 2024 at an approximate advance cost of \$900” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE DAVID JELINEK AS A CIVIL ENGINEER CO-OP IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire David Jelinek as a Civil Engineer Co-Op in the Engineering Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO HIRE TYRONE HASLETT AS A RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Tyrone Haslett as a Reserve Police Officer in the Starkville Police” is enumerated, this consent item is thereby approved.

22. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF I.A.#03192024 FOR A STARKVILLE SANITATION WORKER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the discipline recommended by Sanitation Director Chris Smiley as a result of I.A.#03192024 for a Starkville Sanitation Worker” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF APPROVAL OF THE LOW BID FROM ECON CONSTRUCTION, INC. IN THE AMOUNT OF \$999,442.00 FOR THE JL KING PARK SPLASHPAD EXPANSION PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the lower bid from Econ Construction, Inc. in the amount of \$999,442.00 for the JL King Park Splashpad Expansion Project” is enumerated, this consent item is thereby approved.

22027 - JL King Park Splashpad Expansion Bid Tabulation -

Item No.	Description	Estimate	Econ Construction, Inc.	Paradigm Contractors, LLC	Stewart Environmental Construction, Inc.
1	Base Bid	\$ 700,000.00	\$ 872,342.00	\$ 1,092,000.00	\$ 1,325,960.00
2	Add Alternate No. 1	\$ 120,000.00	\$ 127,100.00	\$ 150,000.00	\$ 121,968.50
	Base + Add Alt. No. 1 Total:	\$ 820,000.00	\$ 999,442.00	\$ 1,242,000.00	\$ 1,447,928.50

24. CONSIDERATION OF APPROVING THE QUOTE FROM MAGCOR VIA STATE CONTRACT #8200069093 IN THE AMOUNT OF \$26,711.00 FOR TABLES AND CHAIRS FOR THE NEW NEEDMORE CENTER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the quote from MAGCOR via State Contract #8200069093 in the amount of \$26,711.00 for tables and chairs for the new Needmore Center” is enumerated, this consent item is thereby approved.

25. CONSIDERATION FOR CORPORAL BRANDON GLADNEY TO ATTEND THE REID TECHNIQUE OF INVESTIGATIVE INTERVIEW AND ADVANCED INTERROGATION COURSE HELD AT THE IRONDALE CIVIC CENTER IN IRONDALE, AL APRIL 2ND-5TH, 2024 AT A TOTAL ADVANCED COST NOT TO EXCEED \$1,230.00 FOR COURSE AND LODGING.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval for Corporal Brandon Gladney to attend the Reid Technique of Investigative Interview and Advanced Interrogation course held at the Irondale Civic Center in Irondale, AL April 2nd-5th, 2024 at a total cost not to exceed \$1,230 for course and lodging” is enumerated, this consent item is thereby approved.

26. CONSIDERATION FOR ANIMAL CONTROL OFFICER TAYLOR NOLAND TO ATTEND THE ANNUAL TRAINING CONFERENCE HOSTED BY THE HUMANE SOCIETY OF THE UNITED STATES BEING HELD IN SAN ANTONIO, TEXAS MAY 15TH THROUGH 18TH, 2024 WITH AN ESTIMATED ADVANCE COST OF \$700.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of for Animal Control Officer Taylor Noland to attend the annual training conference hosted by The Humane Society of The United States being held in San Antonio, Texas with an estimated advance cost of \$700” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO APPLY FOR A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$107,793.75 FROM THE FY25 MS DEPARTMENT OF HOMELAND SECURITY IN THE AREA OF SWAT AND LPR EQUIPMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval to apply for a 100% reimbursable grant in the amount o \$107,793.75 from the FY25 MS Dept of Homeland Security in the area of SWAT and LPR equipment” is enumerated, this consent item is thereby approved.

28. CONSIDERATION TO PURCHASE TWO 60” EXMARK LAZER E SERIES ZERO TURN MOWERS AND ONE 60” EXMARK RADIUS S SERIES ZERO TURN MOWER FROM EVERGREEN AG AT A TOTAL COST OF \$29,009.00 FROM STATE CONTRACTS 412378702 AND 412843927.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval to purchase two Exmark Lazer E Series zero turn mowers and one Exmark Radius S series zero turn mower from Evergreen Ag at a total cost of \$29,009.00 from state contracts 412378702 AND 412843927” is enumerated, this consent item is thereby approved.

29. CONSIDERATION OF ACCEPTING THE LOW BID AND ALTERNATES FOR THE AZALEA LANE ELEVATED WATER TANK REHABILITATION PROJECT FROM G & L TANK SANDBLASTING AND COATINGS LLC IN THE AMOUNT OF \$409,115.00 AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the low bid and alternates for the Azalea Lane Elevated Water Tank Rehabilitation Project from G & L Tank Sandblasting and Coatings LLC in the amount of \$409,115.00 and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Three bids received: G & L Tank Sandblasting and Coatings LLC - \$409,115.00 / Tank Pro Inc. - \$435,454.00 and Traveler’s Casualty and Surety Company of America \$465,750.00.

30. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM ANIXTER FOR FLIR INFRARED CAMERA FOR SUBSTATION AND THREE PHASE TRUCK LINE DISTRIBUTION INSPECTIONS IN THE AMOUNT OF \$6,928.50.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Anixter for Flir Infrared Camera for substation and three phase truck line distribution inspections in the amount of \$6,928.50” is enumerated, this consent item is thereby approved.

Three quotes received: Anixter - \$6,928.50, Butler and Land Technologies -\$7,679.04 and Flir - \$7,999.00

31. CONSIDERATION FOR STARKVILLE UTILITIES TO EXECUTE A POSTAGE METER RENEWAL AGREEMENT WITH QUADIENT LEASING USA, INC. FOR \$217.15 MONTHLY FOR THIRTY-SIX (36) MONTHS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval to execute postage meter renewal agreement with Quadient Leasing USA, Inc. for \$217.15 monthly for thirty-six (36) months” is enumerated, this consent item is thereby approved.

32. CONSIDERATION FOR THE MAYOR TO EXECUTE A CONTRACT RENEWAL WITH CHEMPRO SERVICE FOR HERBICIDE SPRAYING FOR UTILITY EASEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the March 19, 2024 Official Agenda, and to accept items for consent, whereby the “approval to execute a contract renewal with ChemPro Service for herbicide spraying for utility easements” is enumerated, this consent item is thereby approved. The ChemPro contract follows this page.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill recognized encouraged everyone to attend the upcoming Women’s NIT Basketball Tournament being held at Mississippi State.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed being grateful for the recent street overlays.

PUBLIC APPEARANCE: None

CONSTRUCTION CONTRACT

This Contract made and entered into this 19th day of March, 2024,

by and between CHEMPRO SERVICES.

party of the first part, hereinafter called the CONTRACTOR and THE CITY OF STARKVILLE, MISSISSIPPI, through its governing body, and authorized representative, party of the second part, hereinafter called the OWNER,

WITNESSETH THAT THE PARTIES HERETO do mutually agree as follows:

1. The CONTRACTOR shall, in a good and workmanlike manner and at his own cost and expenses, furnish all labor, materials, plant, and equipment necessary for complete construction described as follows:

CITY OF STARKVILLE HERBICIDE SPRAYING – STARKVILLE UTILITIES EASEMENT SPRAYING

2. It is expressly understood and agreed by the parties hereto that the Table of Contents; Proposal Form; Construction Contract; General Conditions; Special Notes, and Stipulations; City of Starkville Herbicide Map; as well as any other items attached hereto, the accompanying drawings and interpretations and all additional instructions and drawings in explanation of all details and changes which may be furnished to the CONTRACTOR as provided herein, are each and all, by reference hereto, incorporated herein and together with this Construction Contract constitute the Contract.
3. The CONTRACTOR shall begin work under this contract on or before a date to be specified in a written "Notice to Proceed" and shall faithfully execute and fully complete all work hereunder within the time allotted in the attached proposal.
4. In consideration of the faithful performance by the CONTRACTOR of all terms, conditions, and covenants of the Contract to the satisfaction of the OWNER, the OWNER shall pay and the CONTRACTOR shall receive the lump sum prices stipulated in the Contractor's Proposal as full compensation for all work furnished and installed by the CONTRACTOR under this contract. Payments for said work shall be due and payable as follows:
5. Payment for work performed by the CONTRACTOR shall be made as follows:

On the first day of each month, or as soon thereafter as possible, the CONTRACTOR shall prepare and submit to the ENGINEER for approval a duly certified estimate of the work performed during the preceding calendar month, and the value thereof. The estimate shall include all labor and materials incorporated in the work. Upon the approval of the estimate by the ENGINEER, and not later than the twenty-fifth day of each calendar month, the OWNER shall pay to the CONTRACTOR ninety percent (90%) of the value of the estimate.

6. Upon the completion by the CONTRACTOR of all work covered by the Contract and prior to final payment to the CONTRACTOR for the work performed, the CONTRACTOR shall deliver to the OWNER releases of all liens and of rights to claim any liens, in a form satisfactory to the OWNER, from all material suppliers and subcontractors furnishing labor and materials for the project, and an affidavit, in a form satisfactory to the OWNER, to the effect that all labor used on or for the construction of the project has been paid.
7. Neither the inspection of the ENGINEER or OWNER or any of their employees, nor any decision, interpretation, order, measurements, or certificate by the ENGINEER or OWNER, nor any order by the OWNER for payment of money, nor any payment for or acceptance of the whole or any part of the work by the ENGINEER or OWNER, nor any extension of time, nor any possession taken by the OWNER, or of any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the OWNER shall also be entitled as of rights to writ if injunction against any breach of any of the provisions of the contract.
8. The CONTRACTOR shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to, attorney fees, arising out of or resulting from performance of the work, provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or injury to or destruction of property including loss of use resulting there from, by acts or omissions of the CONTRACTOR, or anyone directly or indirectly employed or engaged by them, including any and all subcontractors, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and have hereto set their hands on the day and year first above written.

WITNESS:

Lisa Hardin

The City of Starkville, Mississippi

OWNER

BY: [Signature]

D. Lynn Spruill, Mayor

CONTRACTOR

ADDRESS

ATTEST:

BY: _____
(President-Partner-Owner)

(In the event the CONTRACTOR is a Corporation, his Corporation Seal shall be affixed.)

GENERAL CONDITIONS

Standard General Conditions of the Construction Contract shall be as provided by the Engineers Joint Contract Documents Committee (EJCDC). Copies are on file at City Hall and will be furnished upon written request from contractor.

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF SE 24-01: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR A DETACHED DWELLING TO BE PLACED AT 122 YELLOW JACKET DRIVE IN A C ZONING.

City Planner Daniel Havelin presented SE 24-01. The applicant, Sarah Tadlock, is requesting a Special Exception to build a single detached house at 122 Yellow Jacket Drive in a C (Commercial) zoning district. The Use Chart in Section 13.3 of the Unified Development Code requires a Special Exception for “Detached, Dwelling” in a C zoning district. Section 13.3.4 of the Unified Development Code also requires that the Special Exception meet the additional standards for that use.

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

33. CONSIDERATION OF SE 24-01: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR A DETACHED DWELLING TO BE PLACED AT 122 YELLOW JACKET DRIVE IN A C ZONING.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, for the Board of Aldermen to approve SE 24-01: a request for a Special Exception to allow for a detached dwelling to be placed at 122 Yellow Jacket Drive in a C zoning, the Board voted as follows:

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

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

PUBLIC HEARING AND CONSIDERATION OF UE 24-01: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR A MONUMENT SIGN TO BE PLACED AT THE HUB BUILDING LOCATED AT 301 UNIVERSITY DRIVE IN A T-5D ZONING DISTRICT.

City Planner Daniel Havelin presented UE 24-01: a request for a Special Exception to allow for a monument sign to be placed at The Hub building located at 301 University Drive in a T-5D zoning district. On behalf of Mississippi State University, the applicant, Matthew Pea with CPLA, is requesting a Special Exception to allow a monument sign to be placed at The Hub building located at 301 University Drive in a T-5D zoning district. The HUB is currently renovating the front entrance plaza along University Drive. As part of this renovation, a new monument sign is being proposed. The applicant seeks a Use Exception to place a monument sign in a T-5D zoning district on a corner lot. In a T-5D zoning district, monument signs are only permitted on corner lots with a Use Exception if the existing building exceeds the maximum setback for that zoning district. The existing building exceeds the maximum setback of fifteen feet. Monument signs are also limited to six feet in height and a maximum of sixty square feet. The proposed monument sign meets all size and setback requirements.

Mayor Spruill opened the Public Hearing.

Alvin Turner noted the building has been getting a lot of attention lately and asked what it will be used when it is finished.

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

34. CONSIDERATION OF UE 24-01: A REQUEST FOR A SPECIAL EXCEPTION TO ALLOW FOR A MONUMENT SIGN TO BE PLACED AT THE HUB BUILDING LOCATED AT 301 UNIVERSITY DRIVE IN A T-5D ZONING DISTRICT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, for the Board of Aldermen to approve UE 24-01: a request for a Special Exception to allow for a monument sign to be placed at The Hub building located at 301 University Drive in a T-5D zoning district, the Board voted as follows:

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

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

SECOND PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 201 RUTH ROAD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 201 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the first public hearing were posted on the front entrance window at City Hall on Wednesday, February 7, 2024. Notification letters of the public hearing were sent on Wednesday, February 7, 2024, to the property tax payer/owner Dwight Prisock and Roberta Prisock, 64 Lakeside Dr, Starkville, MS 39759, and also to the mailing address for the subject property.

Public Notices of the first public hearing were posted on the subject property and a third inspection of the property was done on Thursday, February 8, 2024, showing that no attempts to resolve the issues have been made.

The fourth inspection was done by Officer Sarah Perez before submission of documents on Thursday, February 22, 2024 at approximately 14:41 hrs.

The first public hearing was conducted on Tuesday, March 5, 2024.

Public Notices of the second public hearing were posted at City Hall and on the subject property and a fifth inspection of the property was done on Wednesday, March 6, 2024, showing that no attempts to resolve the issues have been made. The final inspection was done by Officer Sarah Perez.

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

2014 7005
Recorded in the Above
Deed Book 3 Page
10-24-2014 12:05:45 PM
Monica W. Banks
Oktibbeha County, MS

Prepared by:
H. Scott Ross
Attorney At Law
Ross Kelley & Martin, PLLC
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

Return to:
H. Scott Ross
Attorney At Law
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00) cash in hand paid and
other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged ,

ROBERTA F. PRISOCK
1287 Lakeside Drive
Starkville, Mississippi 39759

does hereby convey and warrant to

ROBERTA F. PRISOCK and
DWIGHT R. PRISCOK
1287 LAKESIDE DRIVE
STARKVILLE, MISSISSIPPI 39759
770-330-3890

as joint tenants with full rights of survivorship and not as tenants in common, the following described real property
located and situated in Oktibbeha County, Mississippi, to-wit:

(See Exhibit A attached) (Pages 4-6)

INDEXING INSTRUCTIONS: **All of Lots 24, 25, and 26 of Claytonville Village**
Subdivision, S32, T19N, R15E, Oktibbeha County,
Mississippi.

SUBJECT TO all prior mineral reservations, if any, and also subject to easements for public utilities and
rights of way for public roadways, whether the same appear of record or not, if any.

WITNESS my signature this the 24th, day of October, 2014.

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Thursday, January 4, 2024, at approximately 11:45 hrs.

(CALL CARD)

Call #	24-000402	Dispatcher	STEENWYK, G		
Date/Time	01/04/2024 11:45:22	Disposition	REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address	201 RUTH ROAD				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
STEENWYK, G	11:45:22	11:45:22	11:45:59		
Notes					
1/4/2024 11:45:40 AM STEENWYK, G PHOTOS TAKEN FROM ROAD					



(EAST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



Violation Notice issued pages 1-3, Friday, January 19, 2024.



FIRST NOTICE OF VIOLATION

Dwight Priscock
64 LAKE SIDE RD
Starkville, MS 39759

Case No. 24-000008
Issued: January 19, 2024

VIOLATION LOCATION

201 Ruth Rd
Starkville, MS

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 19, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 29, 2024.

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

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

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Dwight Priscock

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Jan 19, 2024 at 2:21 PM

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

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



The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Saturday, January 20, 2024, at approximately 09:34 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-002182	Dispatcher	Perez, S
Date/Time	01/20/2024 09:34:15	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address	201 RUTH RD		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
Perez, S	09:34:15	09:34:15	09:36:09
De-Assign	Case Number		
Notes			
1/20/2024 9:35:57 AM Perez, S	PHOTOS TAKEN FROM THE PUBLIC VIEW SHOWING NO CHANGES HAVE BEEN MADE TO THE STRUCTURE		

(NORTH SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



An Administrative Inspection Warrant was issued on Saturday, January 20, 2024.

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Officer Sarah Perez, known to be a credible person, who after being first duly sworn, depose and say:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire house including any locked or secured rooms or compartments at 201 Ruth Rd., Starkville, Oktibbeha County, Mississippi and any out buildings on the property to include a garage and storage facilities.

2. That the place described above is occupied and controlled by:
Dwight Prisock and unknown persons
3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.
4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

**IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1
SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE
21-19-11(HEALTH, SAFETY, AND WELFARE).**

5. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 20 day of January 2024.


Municipal Court Judge

The Administrative Inspection Warrant was executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some

photographs taken through windows and open doors. A copy of the warrant was left with the tenant Mr. Sylvester Dollinson, who lives at 201 Ruth Rd Apt. 1. Mr. Dollinson was identified by his MS DL.

(CALL CARD)

Call #	24-002290	Dispatcher	EWING, F
Date/Time	01/21/2024 14:46:16	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address	201 RUTH DR STARKVILLE, MS 39759		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
PEREZ, S	14:46:16	14:46:16	15:17:56
CARRITHERS, S	14:54:14	14:54:17	15:52:09
			24010187
Case Number			
Notes			
1/21/2024 2:46:48 PM	PEREZ, S	CASE #24-000008	
1/21/2024 2:54:05 PM	PEREZ, S	SERVING ADMINISTRATIVE WARRANT FOR PHOTOGRAPHS OF DILAPIDATED STRUCTURES ON THE PROPERTY	
1/21/2024 3:00:21 PM	EPSS, J	LETS Warrant Query submitted.	

(NORTH SIDE OF PROPERTY)







(SOUTH SIDE OF PROPERTY)



Photographs below were taken through the south side window of unit 5



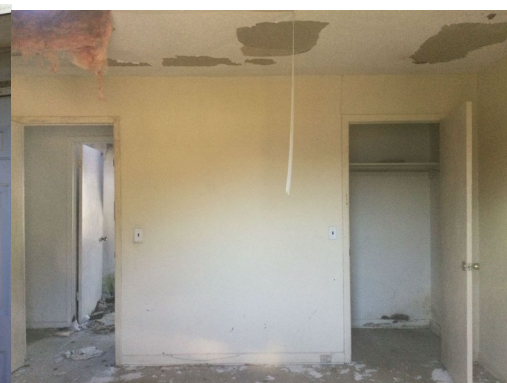
Photographs below were taken through the south side window of unit 4



Photographs below were taken through the south side window of unit 3



Photographs below were taken through the south side window of unit 2



(EAST SIDE OF PROPERTY)



Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Monday, January 22, 2024.

(NOTICE OF VIOLATION)



(ADMINISTRATIVE WARRANT)



Photographs below were taken by Officer Sarah Perez on Wednesday, February 7, 2024. The first public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. Also posted on the property on Thursday, February 8, 2024.

(PDF OF THE PUBLIC HEARING NOTICE)

Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

201 Ruth Rd. Starkville, MS 39759

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

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

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

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

Public Hearing notice mailed to the property owner on Wednesday, February 7, 2024
(CALL CARD) & (PHOTOS OF CERTIFIED MAIL SENT)

Call # 24-004226
 Date/Time 02/07/2024 15:28:04
 Type CODE ENFORCEMENT
 How Rcvd OFFICER INITIATED
 Sent To Dispatch

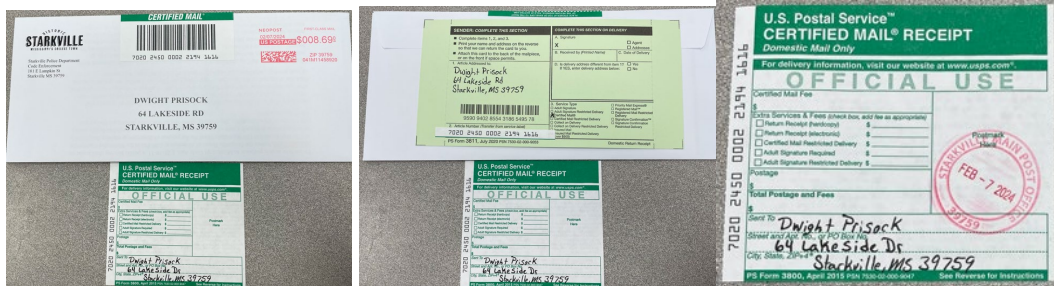
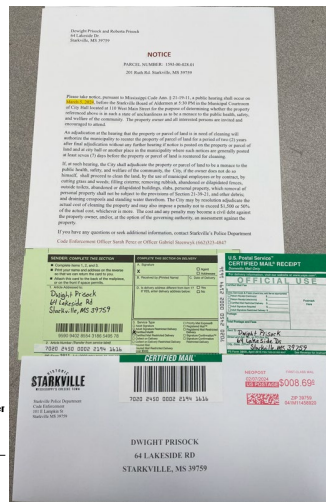
Location Address
 POST OFFICE

Dispatcher PEREZ, S
 Disposition REPORT
 Zone

Officer Information
 Badge - Name Dispatched Arrived Cleared De-Assign Case Number
 PEREZ, S 15:28:04 15:28:04 15:50:30

Notes

2/7/2024 3:50:08 PM PEREZ, S MAILING CERTIFIED LETTERS OF NOTICE FOR PUBLIC HEARING ON CASE #S 24-000008, 24-000009, 24-00010, AND 24-00011



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

Call # 24-004221
 Date/Time 02/07/2024 15:10:06
 Type CODE ENFORCEMENT
 How Rcvd OFFICER INITIATED
 Sent To Dispatch

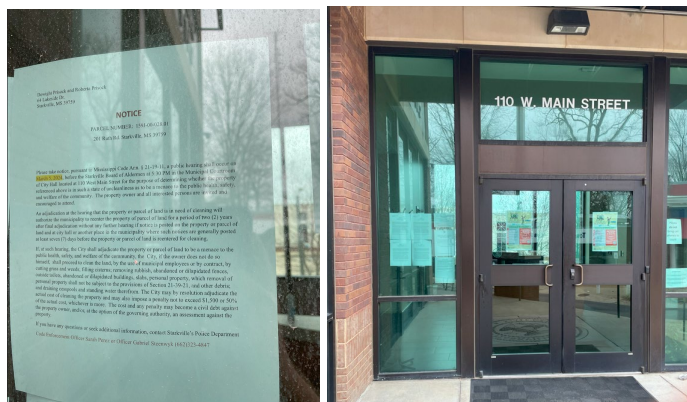
Location Address
 110 E MAIN STREET

Dispatcher PEREZ, S
 Disposition REPORT
 Zone

Officer Information
 Badge - Name Dispatched Arrived Cleared De-Assign Case Number
 PEREZ, S 15:10:06 15:10:06 15:16:15

Notes

2/7/2024 3:13:13 PM PEREZ, S CASE #24-000008 FOR 201 RUTH RD
 2/7/2024 3:16:08 PM PEREZ, S PUBLIC HEAR NOTICE POSTED AT CITY HALL IN THE WINDOW AT THE FRONT ENTRANCE



(CALL CARD) & (POSTED ON THE STRUCTURE)

Call # 24-004314
 Date/Time 02/08/2024 08:57:26
 Type CODE ENFORCEMENT
 How Rcvd OFFICER INITIATED
 Sent To Dispatch

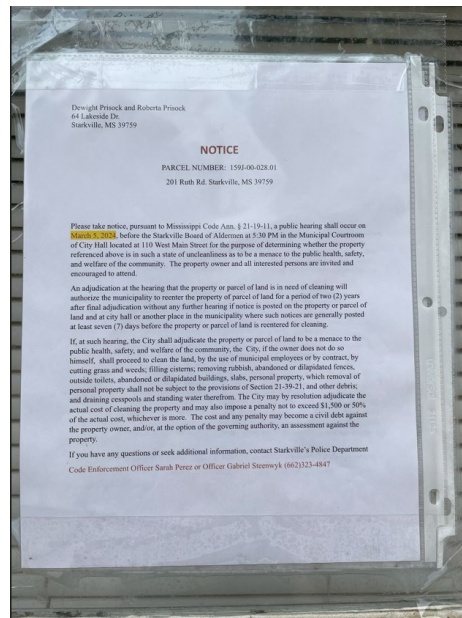
Dispatcher PEREZ, S
 Disposition REPORT
 Zone

Location Address
 201 RUTH RD

Officer Information	Dispatched	Arrived	Cleared	De-Assign	Case Number
Badge - Name PEREZ, S	08:57:26	08:57:26	09:03:57		

Notes

2/8/2024 8:57:46 AM	PERE Z, S	CASE #24-000008
2/8/2024 8:58:10 AM	PERE Z, S	POSTING PUBLIC HEARING NOTICES ON THE STRUCTURE
2/8/2024 8:58:39 AM	PERE Z, S	TAKING UPDATED PHOTOS OF THE STRUCTURE FROM THE ROAD WAY
2/8/2024 9:03:45 AM	PERE Z, S	THERE HAS BEEN NO CHANGES TO THE STATE OF THE PROPERTY



The photographs below were taken by Officer Sarah Perez at the third inspection on Thursday, February 8, 2024. Showing no apparent change having been made to change the appearance of the property.

(SOUTH SIDE OF THE STRUCTURE)



(EAST SIDE OF THE STRUCTURE)

(NORTH SIDE OF THE STRUCTURE)



Photographs below were taken by Officer Sarah Perez one week before submission of documents on Thursday, February 22, 2024 at approximately 14:41 hrs.

(CALL CARD)

Call #	24-006045	Dispatcher	PEREZ, S		
Date/Time	02/22/2024 14:41:39	Disposition	REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
201 RUTH RD					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:41:39	14:41:39	14:43:46		
Notes					
2/22/2024 2:42:34 PM	PEREZ, S	CASE #24-000008			
2/22/2024 2:43:28 PM	PEREZ, S	FINAL INSPECTION PHOTOS TAKEN FROM THE ROADWAY SHOWING NO PROGRESS IN REPAIR EFFORTS			

(PHOTOGRAPHS OF PROPERTY)



Photographs below were taken by Officer Sarah Perez on Wednesday, March 6, 2024. The second public hearing notices were mailed to the property owner via certified mail and posted in the front

window at City Hall. The notice of the second public hearing was also posted on the property and photos were taken of the property showing no change had been made.

(PDF OF THE PUBLIC HEARING NOTICE)

Dwight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

201 Ruth Rd. Starkville, MS 39759

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

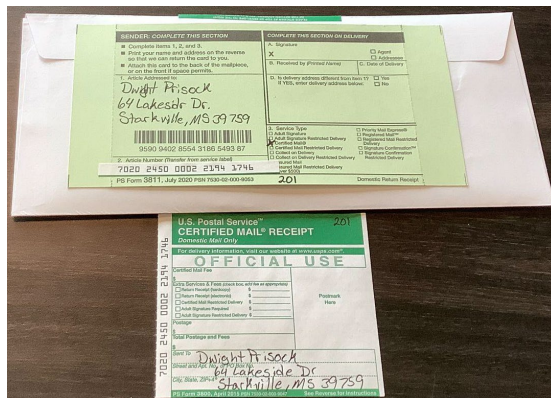
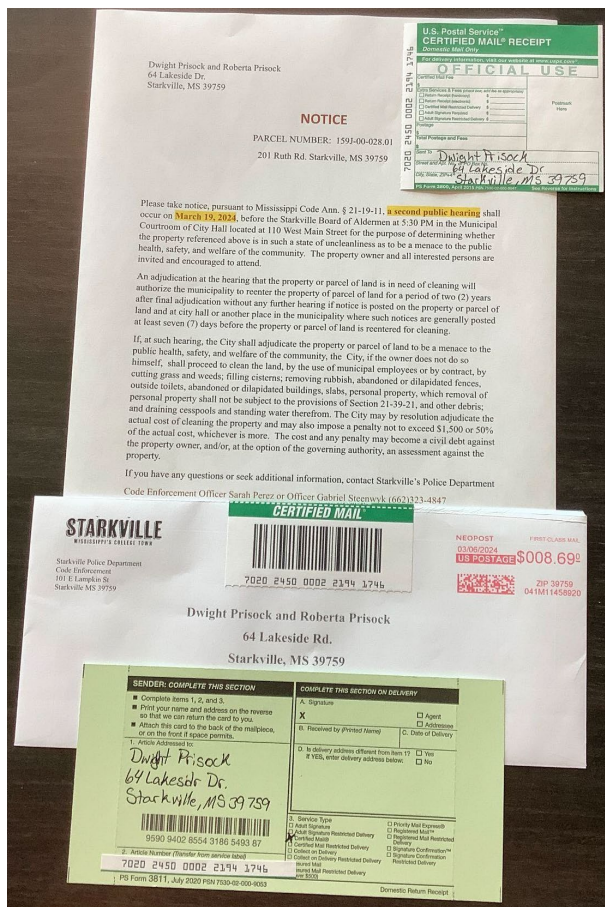
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

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

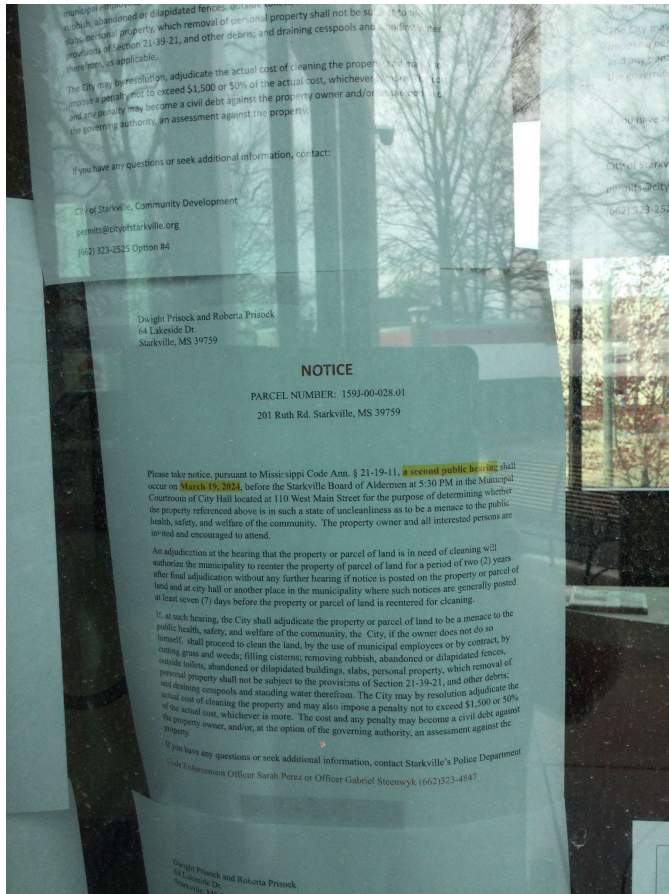
If you have any questions or seek additional information, contact Starkville's Police Department

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

(PHOTOS OF CERTIFIED MAIL SENT)



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



(CALL CARD)

Call # 24-007765
Date/Time 03/06/2024 10:36:51
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

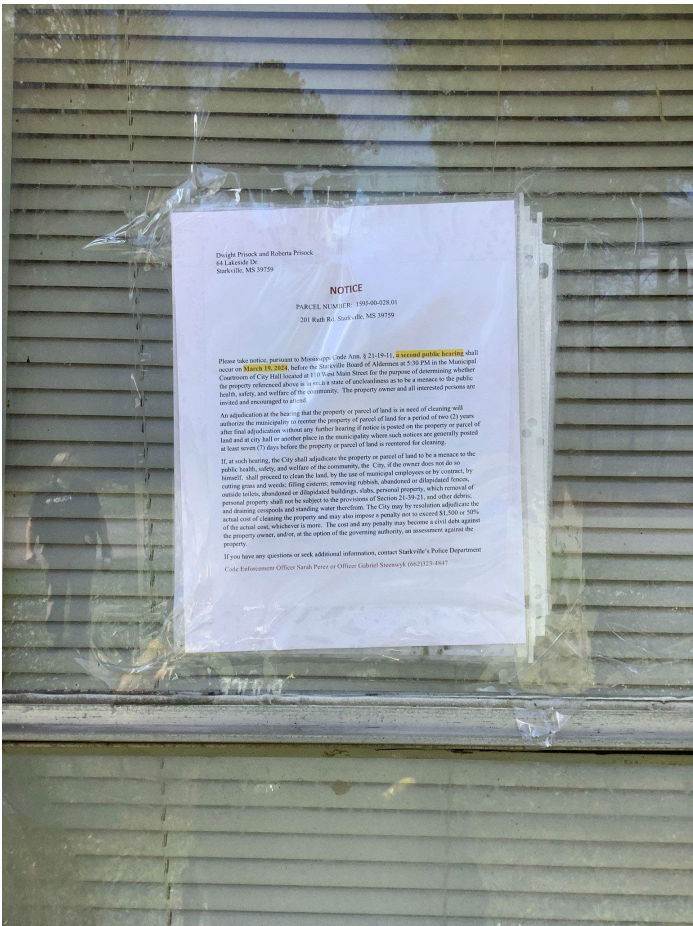
Dispatcher PEREZ, S
Disposition NO ACTION
Zone

Location Address
201 RUTH RD

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:36:51	10:36:51	10:43:37		
STEENWYK, G	10:37:25	10:37:36	10:43:59		

Notes					
3/6/2024 10:43:15 AM	PEREZ, S	NOTICE OF SECOND PUBLIC HEARING POSTED			
3/6/2024 10:43:28 AM	PEREZ, S	PHOTOS TAKEN SHOWING NO CHANGE			

(POSTED ON THE STRUCTURE)





(NORTH SIDE OF THE STRUCTURE)





(EAST SIDE OF THE STRUCTURE)



(SOUTH SIDE OF THE STRUCTURE)





The following was distributed by Attorney Gary Goodwin who offered comments and questioned Officer Perez after she completed her presentation:

BEFORE THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE, MISSISSIPPI

IN RE: NOTICE OF PUBLIC HEARING REGARDING
DETERMINATION OF MENACE AND DEMOLITION
OF BUILDING LOCATED AT 201 RUTH ROAD
PARCEL #159J-00-028.01
DWIGHT PRISOCK, OWNER

CASE NO. 24-000008

IN RE: NOTICE OF PUBLIC HEARING REGARDING
DETERMINATION OF MENACE AND DEMOLITION
OF BUILDING LOCATED AT 245 RUTH ROAD
PARCEL #159J-00-028.01
DWIGHT PRISOCK, OWNER

CASE NO. 24-000009

IN RE: NOTICE OF PUBLIC HEARING REGARDING
DETERMINATION OF MENACE AND DEMOLITION
OF BUILDING LOCATED AT 305 RUTH ROAD
PARCEL #159J-00-028.01
DWIGHT PRISOCK, OWNER

CASE NO. 24-000010

IN RE: NOTICE OF PUBLIC HEARING REGARDING
DETERMINATION OF MENACE AND DEMOLITION
OF BUILDING LOCATED AT 325 RUTH ROAD
PARCEL #159J-00-028.01
DWIGHT PRISOCK, OWNER

CASE NO. 24-000011

CONSOLIDATED RESPONSE
TO NOTICES OF PUBLIC HEARINGS

TO THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI ("the CITY")

Comes now, DWIGHT PRISOCK, OWNER, ("Prisock") through counsel, and responds
to the matters set forth in the various NOTICES OF PUBLIC HEARINGS and asserts the
following:

MOTION TO SUPPRESS

1. It is believed the City Code Enforcement Officer will seek to introduce into evidence certain photographs of the subject real property of Prisock and testimony from personal observation, that is claimed to be evidence of a nuisance as defined under § 21-19-11 of the Mississippi Code. Prisock contends that such photographs, or any physical objects seized or such testimony about those items and the real property itself, that the Officer or other City witnesses may have gained as result of any inspections that were conducted, beginning September 1, 2023 and thereafter, should be suppressed and excluded as evidence at the Public Hearing. Such evidence was gained as a result of an illegal trespass, as an inspection was done by the Code Officer without the issuance of a search warrant from a judicial authority, based upon an affidavit supporting a finding of probable cause, as required by U.S. CONST. Amend. XIV and Art. III §23 MISS. CONST. See, *Okhuysen v. City of Starkville*, 333 So.3d 573 (Miss. App. 2022). Such evidence formed the basis of the public hearings held by the City on December 5, 2023, for the same four properties and the proceedings thereof are part of the minutes for that meeting. Prisock incorporates the information contained in the parts of those minutes by reference and designates those proceedings, as recorded therein, and as recorded by video on the FaceBook page maintained by the City, as part of the record in this cause, for the purpose of his suppression request.

2. Likewise, Prisock contends that any similar type of evidence gained by the Code Enforcement Office from any inspections or observations made on or after January 4, 2024 and which the City intends to offer at this Public Hearing should be suppressed. Despite the fact that

an “Administrative Search Warrant” was obtained on January 20, 2023, and executed by the same Officer or Office on January 21, 2023, such evidence gained by that search (being identified in the minutes and agenda for February 6, 2023) constitutes the fruits of the prior non-exigent, non-consensual, warrantless searches referred to in ¶1. above.

3. In *Brunson v. State*, 264 So.2d 817 (Miss. 1972), the Mississippi Supreme Court noted it followed settled law regarding “tainted evidence”:

In *Wong Sun v. United States*, 371 U.S. 471, 83 S.Ct. 407, 9 L.Ed.2d 441 (1963), the United States Supreme Court said:

We need not hold that all evidence is 'fruit of the poisonous tree' simply because it would not have come to light but for the illegal actions of the police. Rather, the more apt question in such a case is 'whether, granting establishment of the primary illegality, the evidence to which instant objection is made has been come at by exploitation of that illegality or instead by means sufficiently distinguishable to be purged of the primary taint.' . . . (371 U.S. at 487-488, 83 S.Ct. at 417, 9 L.Ed.2d at 455).

SELECTIVE PROSECUTION

4. In 2019 the City filed a petition to enlarge its boundaries in Chancery Court. A copy of the docket for this case is attached as “Exhibit A”. As will be gleaned from the docket, the annexation petition was contested by several citizens of county, including Prisock. [Doc #5]. Prisock and other objectors were ultimately unsuccessful. The court entered the final judgment on November 30, 2021 [Doc #170]. The judgement would have become final and non-appealable on December 30, 2021, and the City could have begun collecting property taxes in the annexed area in 2022. Prisock, along with other objectors, filed a motion for reconsideration [Doc. #171] and a motion for findings of fact in conclusions of law [Doc. # 172]. The City filed a response to both

motions [Doc. # 173] and [Doc. #174]. In the response to the motion for findings of fact, the City demanded sanctions. The court disposed of these motions on March 28, 2022, when it entered an order denying the objectors' motions [Doc. # 178] and the City's demand for sanctions against the objectors. The filing of the post-trial motions consequently extended the finality of the Judgment into 2023.

5. Prisock believes the heart of the issue regarding sanctions was the desire of the City to punish the objectors and Prisock for opposing the annexation and "preventing" the city collecting any property taxes in the annexed areas for the year 2022. Prisock believes, and justifiably so, that the proceedings regarding his property and these public hearings are similarly motivated as a continued effort of the City, to punish him for taking proper legal steps to object and defend against the city annexation case.

RULE OF LENITY

6. The present matter is a quasi-judicial proceeding, which requires the City Mayor and Board to act as finders of fact and apply the correct law. The Notices of Public Hearing are essentially a charging document which should guide the application of law. The recommendation of the Code Enforcement Office is for demolition of the four buildings on the Prisock property. The Notice provides for no alternative action to be taken by the City or landowner, and appears to quote part of § 21-19-11. However, an important phrase in the statute is omitted, i.e. "securing abandoned or dilapidated buildings". This being the least restrictive remedy under the statute, the rule of lenity should be applied. If applicable to the facts found by the City, the least destructive remedy of "securing abandoned or dilapidated buildings" must, as a matter of law, be first

considered. In the present case, the buildings are: (a.) remote from high concentrations of population, (b.) have some economic value, (c.) present a hazard, if any, only to those who would trespass, (d) are not the subject of complaints from the public and (e.) are capable of being secured from trespass, if not already done. Prisock submits the following in support:

Exhibit B - Official Zoning District Map

Exhibit C - Snip of Zoning District Map, location and zoning (Commercial)

Exhibit D - Snip of tax map showing parcels 28 and 28.01

Exhibit E - Property record card for parcel 28/201 Ruth Road

Exhibit F - Property record card for parcel 28.01/245 Ruth Road

Respectfully submitted this the 19th day of March 2024.

DWIGHT PRISOCK, OWNER

BY: *Gary Street Goodwin*
GARY STREET GOODWIN
ATTORNEY FOR OWNER

GOODWIN LAW FIRM
THE PLAZA BUILDING
501 7TH STREET NORTH, STE 10
POST OFFICE BOX 524
COLUMBUS, MS 39703-0524
(662) 328-1101 Telephone
(888) 418-6989 Facsimile
goodwinlawfirm@bellsouth.net
MS. STATE BAR NO. 4900

CLOSED

**Mississippi Electronic Courts
Fourteenth Chancery Court District (Oktibbeha Chancery Court)
CIVIL DOCKET FOR CASE #: 53CH1:19-cv-00314-JNS**

CITY OF STARKVILLE, MISSISSIPPI
Assigned to: Joseph N. Studdard

Upcoming Settings:

None Found

Date Filed: 08/28/2019
Date Terminated: 11/30/2021
Total Case Age: 825
Jury Demand: None
Nature of Suit: Other Real Property (109)

Plaintiff

**CITY OF STARKVILLE,
MISSISSIPPI**

represented by **John Samuel Hill, Sr.**
Mitchell, McNutt & Sams, P.A.
P. O. Box 7120
TUPELO, MS 38802
662-842-3871
Fax: 662-842-8450
Email: jhill@mitchellmcnutt.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Stephen Otey
Mitchell McNutt & Sams
P O Box 7120
TUPELO, MS 38801
662-842-2871
Email: sotey@mitchellmcnutt.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

William Grant Armistead, Sr.
Mitchell, McNutt & Sams, P.A.
Post Office Box 7120
TUPELO, MS 38802
662-842-3871
Fax: 662-842-8450
Email: warmistead@mitchellmcnutt.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Christopher J. Latimer
Mitchell McNutt
1216 Van Buren Ave.
P. O. Box 947
OXFORD, MS 38655
662-234-4845
Fax: 662-234-9071
Email: clatimer@mitchellmcnutt.com
ATTORNEY TO BE NOTICED

V.

Petitioner

REX FIELDS

represented by **REX FIELDS**
PRO SE

Interested Party

DAVID OSWALD

Exhibit A

Interested Party

VIRGINIA WILLIAMS

Interested Party

JAMES CHRISMAN

V.

Objector

Dwight Prisock

represented by **Dwight Prisock**
PRO SE

Objector

Carl Ivey

represented by **Carl Ivey**
PRO SE

Objector

Daniel T. Crump

represented by **Daniel T. Crump**
PRO SE

Objector

James Williams

represented by **James Williams**
PRO SE

Objector

Deen J. Self

represented by **Deen J. Self**
PRO SE

Objector

William Wells

represented by **William Wells**
PRO SE

Objector

Timothy Allison

represented by **Timothy Allison**
PRO SE

Objector

Lydia Allison

represented by **Lydia Allison**
PRO SE

Objector

Reatha Linley-Fielder

represented by **Reatha Linley-Fielder**
PRO SE

Objector

MICHAEL L LATHAM

represented by **MICHAEL L LATHAM**
PRO SE

Objector

WALTER P OKHUYSEN

represented by **Gary Street Goodwin, Mr.**
P.O. Box 524
COLUMBUS, MS 39703
662-328-1101
Fax: 662-328-1102
Email: goodwinlawfirm@bellsouth.net
LEAD ATTORNEY

Exhibit A

ATTORNEY TO BE NOTICED

Objector

JUD ABRAMS

Objector

CARL T ZITTA

Objector

THEODORE NICKS

Objector

JERRY BOYD SR

represented by **JERRY BOYD SR**
PRO SE

Objector

TINA SCHOLTES

represented by **TINA SCHOLTES**
PRO SE

Objector

ROBERT B SCHOLTES

represented by **ROBERT B SCHOLTES**
PRO SE

Objector

BESSIE PEARSON

Objector

DARLENE H PERKINS

Objector

ANNIE W JOHNSON

Objector

DARNELL JOHNSON

Objector

JOE REED

represented by **JOE REED**
PRO SE

Objector

LONNICE FIELDS

Objector

SARAH LAUGHLIN

Objector

Luis Eduardo Okhuysen

represented by **Gary Street Goodwin, Mr.**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
08/28/2019	<u>1</u>	PETITION FOR APPROVAL OF THE EXTENSION OF THE BOUNDARIES OF THE CITY OF STARKVILLE, MS, filed by CITY OF STARKVILLE, MISSISSIPPI.

Exhibit A

		(Attachments: # <u>1</u> Civil Cover Sheet,) (Clifford, Terri) (Entered: 08/28/2019)
08/30/2019	<u>3</u>	Supplemental MOTION re <u>1</u> Petition by Plaintiff CITY OF STARKVILLE, MISSISSIPPI (Latimer, Christopher) (Entered: 08/30/2019)
08/30/2019	<u>4</u>	ORDER Setting Hearing Hearing set for 10/8/2019 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard.. Signed by Joseph N. Studdard on 8/30/19. (Strickland, Cindy) (Entered: 08/30/2019)
10/02/2019	<u>5</u>	OBJECTION re <u>1</u> Petition, <u>3</u> Supplemental MOTION re <u>1</u> Petition by Dwight Prisock, Carl Ivey, Daniel T. Crump, James Williams, Deen J. Self, William Wells, Timothy Allison, Lydia Allison. (Hill, Sidney) (Entered: 10/02/2019)
10/02/2019	<u>6</u>	NOTICE of Appearance <i>Entry of Appearance</i> by Sidney Ray Hill on behalf of Lydia Allison, Timothy Allison, Daniel T. Crump, Carl Ivey, Dwight Prisock, Deen J. Self, William Wells, James Williams (Hill, Sidney) (Entered: 10/02/2019)
10/02/2019	<u>7</u>	NOTICE of Appearance by John Samuel Hill, Sr on behalf of CITY OF STARKVILLE, MISSISSIPPI (Hill, John) (Entered: 10/02/2019)
10/03/2019	<u>8</u>	NOTICE of Appearance by Charles Yoste on behalf of The Retreat at Starkville, LLC (Yoste, Charles) (Entered: 10/03/2019)
10/03/2019	<u>9</u>	OBJECTION <i>Answer, and Response to the Petition and Supplement for Approval of the Extension of the Boundaries of the City of Starkville, MS</i> by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 10/03/2019)
10/07/2019	<u>10</u>	OBJECTION re <u>1</u> Petition, <u>3</u> Supplemental MOTION re <u>1</u> Petition by Reatha Linley-Fielder, MICHAEL L LATHAM, James Chrisman, Karen Chrisman. (Hill, Sidney) (Entered: 10/07/2019)
10/07/2019	<u>11</u>	NOTICE of Appearance by Sidney Ray Hill on behalf of James Chrisman, Karen Chrisman, MICHAEL L LATHAM, Reatha Linley-Fielder (Hill, Sidney) (Entered: 10/07/2019)
10/08/2019	<u>12</u>	CASE MANAGEMENT ORDER. Signed by Joseph N. Studdard on 10/08/2019. (Clifford, Terri) (Entered: 10/08/2019)
10/08/2019	<u>13</u>	EXHIBIT LIST 10/08/2019 (Clifford, Terri) (Entered: 10/08/2019)
10/14/2019	<u>14</u>	RECEIPT OF DOCUMENTS by DAVID OSWALD. (Clifford, Terri) (Entered: 10/14/2019)
10/14/2019	<u>15</u>	RECEIPT OF DOCUMENTS by VIRGINIA WILLIAMS. (Clifford, Terri) (Entered: 10/14/2019)
10/18/2019	<u>16</u>	NOTICE of Appearance by Stephen Otey on behalf of CITY OF STARKVILLE, MISSISSIPPI (Otey, Stephen) (Entered: 10/18/2019)
10/24/2019	<u>17</u>	RECEIPT OF DOCUMENTS by WALTER P OKHUYSEN. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>18</u>	RECEIPT OF DOCUMENTS by JUD ABRAMS. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>19</u>	RECEIPT OF DOCUMENTS by CARL T ZITTA. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>20</u>	RECEIPT OF DOCUMENTS by DAVID H LAUGHLIN. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>21</u>	RECEIPT OF DOCUMENTS by THEODORE NICKS. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>22</u>	RECEIPT OF DOCUMENTS by JERRY BOYD SR. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>23</u>	RECEIPT OF DOCUMENTS by TINA SCHOLTES. (Clifford, Terri) (Entered: 10/24/2019)

Exhibit A

10/24/2019	<u>24</u>	RECEIPT OF DOCUMENTS by ROBERT B SCHOLTES. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>25</u>	RECEIPT OF DOCUMENTS by BESSIE PEARSON. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>26</u>	RECEIPT OF DOCUMENTS by DARLENE H PERKINS. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>27</u>	RECEIPT OF DOCUMENTS by ANNIE W JOHNSON. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>28</u>	RECEIPT OF DOCUMENTS by DARNELL JOHNSON. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>29</u>	RECEIPT OF DOCUMENTS by JOE REED. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>30</u>	RECEIPT OF DOCUMENTS by REX FIELDS. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>31</u>	RECEIPT OF DOCUMENTS by LONNICE FIELDS. (Clifford, Terri) (Entered: 10/24/2019)
10/24/2019	<u>32</u>	RECEIPT OF DOCUMENTS by SARAH LAUGHLIN. (Clifford, Terri) (Entered: 10/24/2019)
10/28/2019	<u>33</u>	NOTICE OF SERVICE of Interrogatories Propounded to Dwight Prisock, NOTICE OF SERVICE of Request for Production of Documents Propounded to Dwight Prisock by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/28/2019	<u>34</u>	NOTICE OF SERVICE of Interrogatories Propounded to Daniel Crump, NOTICE OF SERVICE of Request for Production of Documents Propounded to Daniel Crump by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/28/2019	<u>35</u>	NOTICE OF SERVICE of Interrogatories Propounded to James Williams, NOTICE OF SERVICE of Request for Production of Documents Propounded to James Williams by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/28/2019	<u>36</u>	NOTICE OF SERVICE of Interrogatories Propounded to Timothy Allison, NOTICE OF SERVICE of Request for Production of Documents Propounded to Timothy Allison by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/28/2019	<u>37</u>	NOTICE OF SERVICE of Interrogatories Propounded to Lydia Allison, NOTICE OF SERVICE of Request for Production of Documents Propounded to Lydia Allison by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/28/2019	<u>38</u>	NOTICE OF SERVICE of Interrogatories Propounded to Reatha Linley-Fielder, NOTICE OF SERVICE of Request for Production of Documents Propounded to Reatha Linley-Fielder by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/28/2019	<u>39</u>	NOTICE OF SERVICE of Interrogatories Propounded to Michael Latham, NOTICE OF SERVICE of Request for Production of Documents Propounded to Michael Latham by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/28/2019	<u>40</u>	NOTICE OF SERVICE of Interrogatories Propounded to James Chrisman, NOTICE OF SERVICE of Request for Production of Documents Propounded to James Chrisman by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/28/2019	<u>41</u>	NOTICE OF SERVICE of Interrogatories Propounded to Karen Chrisman, NOTICE OF SERVICE of Request for Production of Documents Propounded to Karen Chrisman by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)

Exhibit A

10/28/2019	<u>42</u>	NOTICE OF SERVICE of Interrogatories Propounded to William Wells, NOTICE OF SERVICE of Request for Production of Documents Propounded to William Wells, NOTICE OF SERVICE of Request for Admissions Propounded to William Wells by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/28/2019	<u>43</u>	NOTICE OF SERVICE of Interrogatories Propounded to Carl Ivey, NOTICE OF SERVICE of Request for Production of Documents Propounded to Carl Ivey, NOTICE OF SERVICE of Request for Admissions Propounded to Carl Ivey by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/28/2019	<u>44</u>	NOTICE OF SERVICE of Interrogatories Propounded to Deen Self, NOTICE OF SERVICE of Request for Production of Documents Propounded to Deen Self, NOTICE OF SERVICE of Request for Admissions Propounded to Deen Self by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/28/2019)
10/29/2019	<u>45</u>	NOTICE OF SERVICE of Interrogatories Propounded to Jud Abrams, NOTICE OF SERVICE of Request for Production of Documents Propounded to Jud Abrams, NOTICE OF SERVICE of Request for Admissions Propounded to Jud Abrams by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>46</u>	NOTICE OF SERVICE of Interrogatories Propounded to Bessie Pearson, NOTICE OF SERVICE of Request for Production of Documents Propounded to Bessie Pearson by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>47</u>	NOTICE OF SERVICE of Interrogatories Propounded to Annie Johnson, NOTICE OF SERVICE of Request for Production of Documents Propounded to Annie Johnson by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>48</u>	NOTICE OF SERVICE of Interrogatories Propounded to Darnell Johnson, NOTICE OF SERVICE of Request for Production of Documents Propounded to Darnell Johnson by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>49</u>	NOTICE OF SERVICE of Interrogatories Propounded to Virginia Williams, NOTICE OF SERVICE of Request for Production of Documents Propounded to Virginia Williams by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>50</u>	NOTICE OF SERVICE of Interrogatories Propounded to Joe Reed, NOTICE OF SERVICE of Request for Production of Documents Propounded to Joe Reed by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>51</u>	NOTICE OF SERVICE of Interrogatories Propounded to Sarah Laughlin, NOTICE OF SERVICE of Request for Production of Documents Propounded to Sarah Laughlin by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>52</u>	NOTICE OF SERVICE of Interrogatories Propounded to Lonnic Fields, NOTICE OF SERVICE of Request for Production of Documents Propounded to Lonnic Fields by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>53</u>	NOTICE OF SERVICE of Interrogatories Propounded to Rex Fields, NOTICE OF SERVICE of Request for Production of Documents Propounded to Rex Fields by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>54</u>	NOTICE OF SERVICE of Interrogatories Propounded to Walter Okhuysen, NOTICE OF SERVICE of Request for Production of Documents Propounded to Walter Okhuysen by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>55</u>	NOTICE OF SERVICE of Interrogatories Propounded to Carl Zitta, NOTICE OF SERVICE of Request for Production of Documents Propounded to Carl Zitta by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)

Exhibit A

10/29/2019	<u>56</u>	NOTICE OF SERVICE of Interrogatories Propounded to David Laughlin, NOTICE OF SERVICE of Request for Production of Documents Propounded to David Laughlin by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>57</u>	NOTICE OF SERVICE of Interrogatories Propounded to David Oswald, NOTICE OF SERVICE of Request for Production of Documents Propounded to David Oswald by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>58</u>	NOTICE OF SERVICE of Interrogatories Propounded to Theodore Nicks, NOTICE OF SERVICE of Request for Production of Documents Propounded to Theodore Nicks by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>59</u>	NOTICE OF SERVICE of Interrogatories Propounded to Jerry Boyd, Sr., NOTICE OF SERVICE of Request for Production of Documents Propounded to Jerry Boyd, Sr. by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>60</u>	NOTICE OF SERVICE of Interrogatories Propounded to Tina Scholtes, NOTICE OF SERVICE of Request for Production of Documents Propounded to Tina Scholtes by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>61</u>	NOTICE OF SERVICE of Interrogatories Propounded to Robert Scholtes, NOTICE OF SERVICE of Request for Production of Documents Propounded to Robert Scholtes by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
10/29/2019	<u>62</u>	NOTICE OF SERVICE of Interrogatories Propounded to Retreat at Starkville, LLC, NOTICE OF SERVICE of Request for Production of Documents Propounded to Retreat at Starkville, LLC, NOTICE OF SERVICE of Request for Admissions Propounded to Retreat at Starkville, LLC by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 10/29/2019)
11/18/2019	<u>63</u>	NOTICE of Appearance by Sidney Ray Hill on behalf of ROBERT B SCHOLTES, TINA SCHOLTES (Hill, Sidney) (Entered: 11/18/2019)
11/19/2019	<u>64</u>	NOTICE OF SERVICE of Responses to Request for Admissions by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 11/19/2019)
11/19/2019	<u>65</u>	NOTICE OF SERVICE of Responses to Request for Admissions by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 11/19/2019)
11/19/2019	<u>66</u>	RESPONSE to re <u>65</u> Notice of Service of Responses to Request for Admissions <i>Objector, The Retreat at Starkville, LLC's, Responses to the City of Starkville, Mississippi's Request for Admissions</i> by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 11/19/2019)
11/19/2019	<u>67</u>	MISCELLANEOUS DOCUMENT: Withdrawal of Objector, by DAVID H LAUGHLIN. (Strickland, Cindy) (Entered: 11/19/2019)
11/27/2019	<u>68</u>	NOTICE OF SERVICE of Responses to Interrogatories by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 11/27/2019)
12/02/2019	<u>69</u>	DESIGNATION of Witness by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 12/02/2019)
12/04/2019	<u>70</u>	CERTIFICATE OF SERVICE by JERRY BOYD SR (Clifford, Terri) (Entered: 12/04/2019)
12/20/2019	<u>71</u>	NOTICE OF SERVICE of Responses to Interrogatories by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 12/20/2019)
12/27/2019	<u>72</u>	NOTICE OF SERVICE of Responses to Request for Admissions by Carl Ivey, Dwight Prisock, Deen J. Self, William Wells. (Hill, Sidney) (Entered: 12/27/2019)

Exhibit A

12/29/2019	<u>73</u>	NOTICE OF SERVICE of Responses to Request for Production by Carl Ivey. (Hill, Sidney) (Entered: 12/29/2019)
12/29/2019	<u>74</u>	NOTICE OF SERVICE of Responses to Request for Production by Lydia Allison, Timothy Allison. (Hill, Sidney) (Entered: 12/29/2019)
12/29/2019	<u>75</u>	NOTICE OF SERVICE of Responses to Request for Production by Reatha Linley-Fielder. (Hill, Sidney) (Entered: 12/29/2019)
12/30/2019	<u>76</u>	NOTICE OF SERVICE of Responses to Request for Production by Dwight Prisock. (Hill, Sidney) (Entered: 12/30/2019)
12/30/2019	<u>77</u>	NOTICE OF SERVICE of Responses to Interrogatories by Dwight Prisock. (Hill, Sidney) (Entered: 12/30/2019)
01/02/2020	<u>78</u>	DESIGNATION of Witness by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 01/02/2020)
01/02/2020	<u>79</u>	NOTICE OF SERVICE of Responses to Interrogatories by Carl Ivey. (Hill, Sidney) (Entered: 01/02/2020)
01/02/2020	<u>80</u>	NOTICE OF SERVICE of Responses to Interrogatories by Reatha Linley-Fielder. (Hill, Sidney) (Entered: 01/02/2020)
01/02/2020	<u>81</u>	NOTICE OF SERVICE of Responses to Interrogatories by Lydia Allison, Timothy Allison. (Hill, Sidney) (Entered: 01/02/2020)
01/02/2020	<u>82</u>	NOTICE OF SERVICE of Responses to Interrogatories by ROBERT B SCHOLTES, TINA SCHOLTES. (Hill, Sidney) (Entered: 01/02/2020)
01/02/2020	<u>83</u>	NOTICE OF SERVICE of Responses to Interrogatories by Deen J. Self. (Hill, Sidney) (Entered: 01/02/2020)
01/03/2020	<u>84</u>	NOTICE OF SERVICE of Responses to Interrogatories by James Williams. (Hill, Sidney) (Entered: 01/03/2020)
01/03/2020	<u>85</u>	FIRST AMENDED CASE MANAGEMENT ORDER. Signed by Joseph N. Studdard on 1/3/2020. (Strickland, Cindy) (Entered: 01/03/2020)
01/24/2020	<u>86</u>	NOTICE OF SERVICE of Responses to Interrogatories by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 01/24/2020)
02/12/2020	<u>87</u>	NOTICE of Appearance by William Grant Armistead, Sr on behalf of CITY OF STARKVILLE, MISSISSIPPI (Armistead, William) (Entered: 02/12/2020)
02/13/2020	<u>88</u>	NOTICE to Take Deposition of James Chrisman, Karen Chrisman & Reatha Linley-Fielder by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/13/2020)
02/13/2020	<u>89</u>	NOTICE to Take Deposition of Robert Scholtes and Tina Scholtes by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/13/2020)
02/13/2020	<u>90</u>	NOTICE to Take Deposition of Michael Latham, Deen Self & Williams Wells by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/13/2020)
02/13/2020	<u>91</u>	NOTICE to Take Deposition of Carl Ivey, Daniel Crump & James Williams by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/13/2020)
02/13/2020	<u>92</u>	NOTICE to Take Deposition of Dwight Prisock, Timothy Allison & Lydia Allison by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/13/2020)
02/17/2020	<u>93</u>	DESIGNATION of Witness (<i>Experts</i>) by Lydia Allison, Timothy Allison, James Chrisman, Karen Chrisman, Daniel T. Crump, Carl Ivey, MICHAEL L LATHAM, Reatha Linley-Fielder, Dwight Prisock, ROBERT B SCHOLTES, TINA SCHOLTES, Deen J. Self, William Wells, James Williams. (Hill, Sidney) (Entered: 02/17/2020)
02/18/2020	<u>94</u>	NOTICE to Take Deposition of 30(b)(6) representative of the Retreat at Starkville, LLC by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/18/2020)

Exhibit A

02/20/2020	<u>95</u>	NOTICE to Take Deposition of James Chrisman and Karen Chrisman by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/20/2020)
02/20/2020	<u>96</u>	NOTICE to Take Deposition of Carl Ivey, Daniel Crump, James Williams & Reatha Linley-Fielder by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/20/2020)
02/24/2020	<u>97</u>	MOTION to Strike <i>Expert Chris Watson, AICP</i> by Plaintiff CITY OF STARKVILLE, MISSISSIPPI (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B,) (Armistead, William) (Entered: 02/24/2020)
02/27/2020	<u>98</u>	NOTICE to Take Deposition of Kirk Rosenhan by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/27/2020)
02/27/2020	<u>99</u>	NOTICE to Take Deposition of 30(b)(6) representative of the Retreat at Starkville, LLC by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/27/2020)
02/27/2020	<u>100</u>	Order Setting Hearing on Motion <u>97</u> MOTION to Strike Expert Chris Watson, AICP: Motion Hearing set for 3/18/2020 09:00 AM in Clay County Courthouse before Joseph N. Studdard.. Signed by Joseph N. Studdard on 2/27/2020. (Strickland, Cindy) (Entered: 02/27/2020)
02/28/2020	<u>101</u>	NOTICE to Take Deposition of 30(b)(6) representative of the Retreat at Starkville, LLC by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 02/28/2020)
03/02/2020	<u>102</u>	NOTICE OF SERVICE of Responses to Interrogatories, NOTICE OF SERVICE of Responses to Request for Production by James Chrisman, Karen Chrisman. (Hill, Sidney) (Entered: 03/02/2020)
03/03/2020	<u>103</u>	NOTICE to Take Deposition by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 03/03/2020)
03/04/2020	<u>104</u>	NOTICE OF SERVICE of Responses to Request for Production by ROBERT B SCHOLTES, TINA SCHOLTES. (Hill, Sidney) (Entered: 03/04/2020)
03/09/2020	<u>105</u>	NOTICE OF SERVICE of Responses to Interrogatories, NOTICE OF SERVICE of Responses to Request for Production by William Wells. (Hill, Sidney) (Entered: 03/09/2020)
03/09/2020	<u>106</u>	NOTICE OF SERVICE of Responses to Request for Production by Deen J. Self. (Hill, Sidney) (Entered: 03/09/2020)
03/10/2020	<u>107</u>	NOTICE OF SERVICE of Responses to Interrogatories, NOTICE OF SERVICE of Responses to Request for Production by MICHAEL L LATHAM. (Hill, Sidney) (Entered: 03/10/2020)
03/10/2020	<u>108</u>	NOTICE OF SERVICE of Responses to Request for Production by James Williams. (Hill, Sidney) (Entered: 03/10/2020)
03/11/2020	<u>109</u>	RESPONSE in Opposition re <u>97</u> MOTION to Strike <i>Expert Chris Watson, AICP</i> by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 03/11/2020)
03/13/2020	<u>110</u>	NOTICE to Take Deposition of Dwight Prisock by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 03/13/2020)
03/13/2020	<u>111</u>	NOTICE to Take Deposition of Timothy Allison, Lydia Allison and Reatha Lindley-Fielder by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 03/13/2020)
03/16/2020	<u>112</u>	SECOND AMENDED CASE MANAGEMENT ORDER. Signed by Joseph N. Studdard on 3/16/2020. (Strickland, Cindy) (Entered: 03/16/2020)
03/16/2020	<u>113</u>	NOTICE of Withdrawal of Petitioner's Motion to Strike Expert Chris Watson, AICP by CITY OF STARKVILLE, MISSISSIPPI (Armistead, William) (Entered: 03/16/2020)
03/17/2020	<u>114</u>	NOTICE to Take Deposition of Kirk Rosenhan by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 03/17/2020)

Exhibit A

03/18/2020	<u>115</u>	NOTICE OF SERVICE of Responses to Request for Production by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 03/18/2020)
03/19/2020	<u>116</u>	NOTICE to Take Deposition of 30(b)(6) representative of the Retreat at Starkville, LLC by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 03/19/2020)
03/19/2020	<u>117</u>	NOTICE to Take Deposition of Timothy Allison, Lydia Allison and Reatha Lindley-Fielder by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 03/19/2020)
03/19/2020	<u>118</u>	NOTICE to Take Deposition of Kirk Rosenhan and Dwight Prisock by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 03/19/2020)
03/26/2020	<u>119</u>	NOTICE to Take Deposition of City of Starkville by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 03/26/2020)
03/26/2020	<u>120</u>	MISCELLANEOUS DOCUMENT: Notice of The Retreat at Starkville, LLC Designee for Deposition by The Retreat at Starkville, LLC. (Yoste, Charles) (Entered: 03/26/2020)
03/31/2020	<u>121</u>	DESIGNATION of Witness by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 03/31/2020)
04/01/2020	<u>122</u>	NOTICE OF SERVICE of Responses to Interrogatories, NOTICE OF SERVICE of Responses to Request for Production by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 04/01/2020)
04/23/2020	<u>123</u>	THIRD AMENDED CASE MANAGEMENT ORDER Status Conference remains set for 5/6/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Trial of this matter is reset for 9/21/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard.. Signed by Joseph N. Studdard on 4/23/2020. (Strickland, Cindy) (Entered: 04/23/2020)
04/28/2020	<u>124</u>	ORDER CANCELLING HEARING. Signed by Joseph N. Studdard on 4/27/2020. (Strickland, Cindy) (Entered: 04/28/2020)
04/29/2020	<u>125</u>	RETURN MAIL UNDELIVERED (JUD ABRAMS). (Clifford, Terri) (Entered: 04/29/2020)
05/06/2020	<u>126</u>	NOTICE to Take Deposition of 30(b)(6) representative of the Retreat at Starkville, LLC by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 05/06/2020)
05/06/2020	<u>127</u>	NOTICE to Take Deposition of Chris Watson by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 05/06/2020)
05/06/2020	<u>128</u>	NOTICE to Take Deposition of Kirk Rosenhan by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 05/06/2020)
05/06/2020	<u>129</u>	NOTICE to Take Deposition of Dwight Prisock by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 05/06/2020)
05/06/2020	<u>130</u>	NOTICE to Take Deposition of Timothy Allison, Lydia Allison and Reatha Lindley-Fielder by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 05/06/2020)
05/15/2020	<u>131</u>	DESIGNATION of Witness <i>Second Supplemental</i> by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 05/15/2020)
05/19/2020	<u>132</u>	MOTION (<i>Renewed</i>) to Strike Expert Chris Watson by Plaintiff CITY OF STARKVILLE, MISSISSIPPI (Attachments: # <u>1</u> Exhibit Original Motion to Strike Expert Chris Watson,) (Hill, John) (Entered: 05/19/2020)
05/22/2020	<u>133</u>	ORDER Setting Hearing on Motion <u>132</u> MOTION (<i>Renewed</i>) to Strike Expert Chris Watson: Motion Hearing set for 5/28/2020 10:00 AM in Clay County Courthouse before Joseph N. Studdard.. Signed by Joseph N. Studdard on 5/22/2020. (Strickland, Cindy) (Entered: 05/22/2020)

Exhibit A

05/28/2020	<u>134</u>	ORDER STRIKING EXPERT CHRIS WATSON, AICP. Signed by Joseph N. Studdard on 5/28/2020. (Strickland, Cindy) (Entered: 05/28/2020)
06/01/2020	<u>135</u>	NOTICE to Take Deposition of 30(b)(6) representative of the Retreat at Starkville, LLC by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 06/01/2020)
06/01/2020	<u>136</u>	MOTION <i>for Voluntary Dismissal of Its Objection by The Retreat at Starkville, LLC</i> by Objector The Retreat at Starkville, LLC (Yoste, Charles) (Entered: 06/01/2020)
06/04/2020	<u>137</u>	ORDER Setting Hearing Hearing set for 6/17/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard.. Signed by Joseph N. Studdard on 06/04/2020. (Clifford, Terri) (Entered: 06/04/2020)
06/04/2020	<u>138</u>	CERTIFICATE OF SERVICE by The Retreat at Starkville, LLC (Yoste, Charles) (Entered: 06/04/2020)
06/05/2020	<u>139</u>	NOTICE to Take Deposition of Kirk Rosenhan by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 06/05/2020)
06/10/2020	<u>140</u>	NOTICE to Take Deposition of Dwight Prisock by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 06/10/2020)
06/12/2020	<u>141</u>	STIPULATION of Dismissal by James Chrisman, Karen Chrisman. (Hill, Sidney) (Entered: 06/12/2020)
06/15/2020	<u>142</u>	MOTION to Withdraw as Attorney by Objectors Lydia Allison, Timothy Allison, James Chrisman, Karen Chrisman, Daniel T. Crump, Carl Ivey, MICHAEL L LATHAM, Reatha Linley-Fielder, Dwight Prisock, ROBERT B SCHOLTES, TINA SCHOLTES, Deen J. Self, William Wells, James Williams (Hill, Sidney) (Entered: 06/15/2020)
06/17/2020	<u>143</u>	ORDER Dismissing Party. The Retreat at Starkville, LLC terminated.. Signed by Joseph N. Studdard on 6/16/2020. (Strickland, Cindy) (Entered: 06/17/2020)
06/22/2020	<u>144</u>	NOTICE to Take Deposition of Duncan Welch by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 06/22/2020)
07/08/2020	<u>145</u>	ORDER granting <u>142</u> Motion to Withdraw as Attorney. Attorney Sidney Ray Hill terminated. Signed by Joseph N. Studdard on 7/7/2020. (Strickland, Cindy) (Entered: 07/08/2020)
07/13/2020	<u>146</u>	ORDER SETTING STATUS CONFERENCE for 9/2/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard.. Signed by Joseph N. Studdard on 7/13/2020. (Strickland, Cindy) (Entered: 07/13/2020)
07/24/2020	<u>147</u>	CERTIFICATE of Counsel re <u>146</u> Order Setting Hearing by Christopher J. Latimer on behalf of CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 07/24/2020)
08/06/2020	<u>148</u>	NOTICE OF SERVICE of Responses to Interrogatories, NOTICE OF SERVICE of Responses to Request for Production by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 08/06/2020)
09/15/2020	<u>149</u>	ORDER Setting Hearing <u>1</u> Petition:Hearing set for 11/10/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Hearing set for 11/12/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Hearing set for 11/13/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Hearing set for 11/16/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Hearing set for 11/17/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Hearing set for 11/18/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Hearing set for 11/20/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard.. Signed by Joseph N. Studdard on 9/15/2020. (Strickland, Cindy) (Entered: 09/15/2020)
09/23/2020	<u>150</u>	NOTICE to Take Deposition of Demery Grubbs by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 09/23/2020)

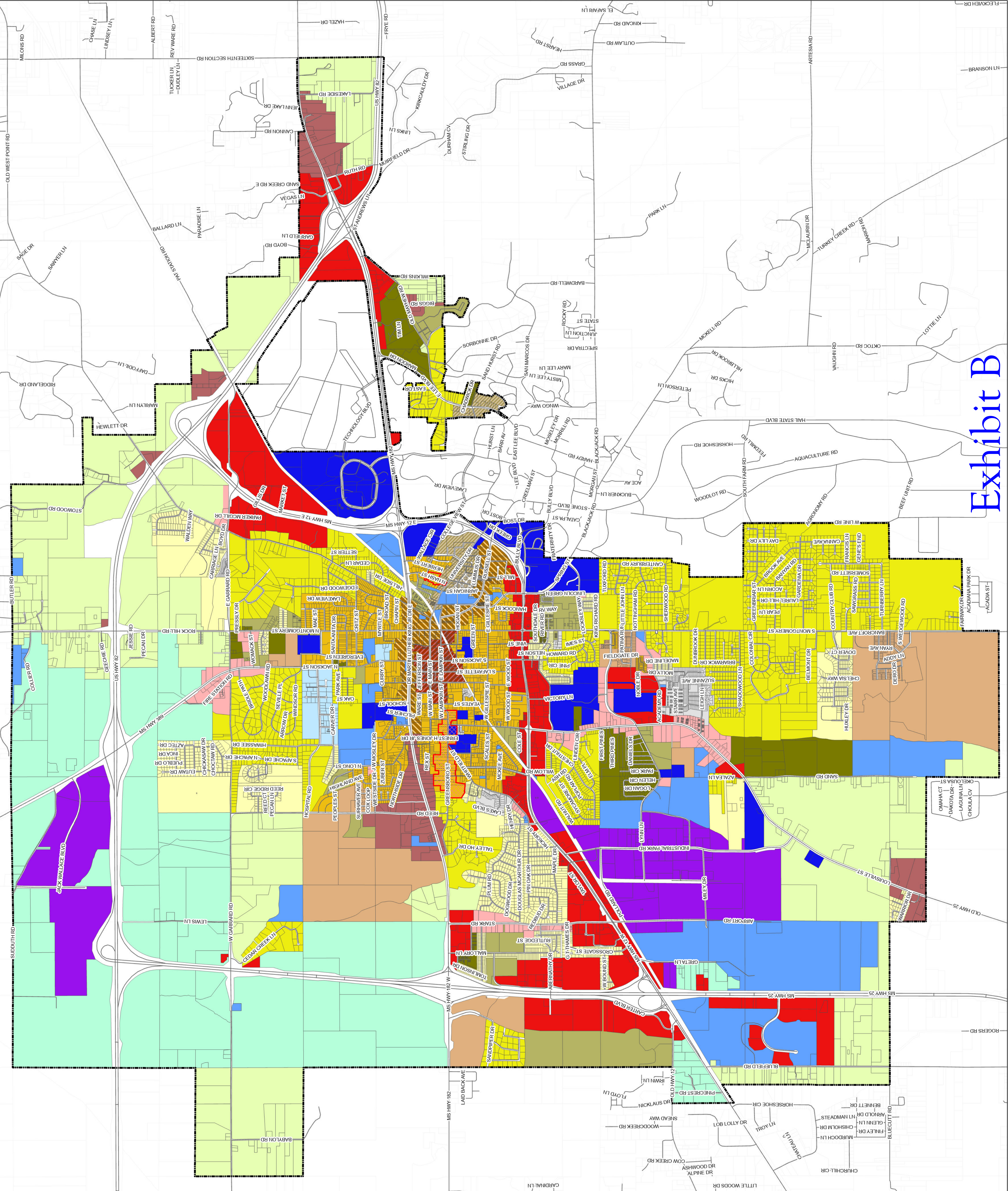
Exhibit A

09/28/2020	<u>151</u>	SUBPOENA ISSUED for Attendance at Trial/Hearing of Joe Higgins and Ty Windham (Clifford, Terri) (Entered: 09/28/2020)
10/06/2020	<u>152</u>	SUBPOENA RETURNED Executed re <u>151</u> Subpoena Issued filed by CITY OF STARKVILLE, MISSISSIPPI. The served subpoena is directed to Ty Windham. (Latimer, Christopher) (Entered: 10/06/2020)
10/06/2020	<u>153</u>	SUBPOENA RETURNED Executed re <u>151</u> Subpoena Issued filed by CITY OF STARKVILLE, MISSISSIPPI. The served subpoena is directed to Joe Max Higgins, Jr.. (Latimer, Christopher) (Entered: 10/06/2020)
10/27/2020	<u>154</u>	MOTION to Continue <i>Trial</i> by Plaintiff CITY OF STARKVILLE, MISSISSIPPI (Attachments: # <u>1</u> Exhibit 1 - email to court administrator,) (Hill, John) (Entered: 10/27/2020)
11/03/2020	<u>155</u>	ORDER Continuing Rule 81 Hearing. Rule 81 Hearing set for 11/30/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Rule 81 Hearing set for 12/1/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Rule 81 Hearing set for 12/2/2020 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Rule 81 Hearing set for 1/25/2021 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Rule 81 Hearing set for 1/26/2021 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Rule 81 Hearing set for 1/27/2021 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Rule 81 Hearing set for 2/22/2021 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Rule 81 Hearing set for 2/23/2021 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Rule 81 Hearing set for 2/24/2021 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard.. Signed by Joseph N. Studdard on 11/3/2020. (Strickland, Cindy) (Entered: 11/03/2020)
11/10/2020	<u>156</u>	PRETRIAL ORDER. Signed by Joseph N. Studdard on 11/10/2020. (Strickland, Cindy) (Entered: 11/10/2020)
12/10/2020	<u>157</u>	LETTER TO COURT RE: CONTINUATION OF INVOLVEMENT IN COURT PROCEEDING by JAMES CHRISMAN. (Oswalt, Subrina) (Entered: 12/10/2020)
01/14/2021	<u>158</u>	Amendment to Pretrial Order re <u>156</u> Pretrial Order. Signed by Joseph N. Studdard on 1/14/2021. (Strickland, Cindy) (Entered: 01/14/2021)
02/02/2021	<u>159</u>	NOTICE to Take Deposition of Martha VanLandingham by CITY OF STARKVILLE, MISSISSIPPI. (Hill, John) (Entered: 02/02/2021)
02/03/2021	<u>160</u>	NOTICE to Take Deposition of Martha VanLandingham (Amended) by CITY OF STARKVILLE, MISSISSIPPI. (Hill, John) (Entered: 02/03/2021)
02/12/2021	<u>161</u>	MOTION TO ALLOW PARTICIATION AND TESTIMONY by Objector WALTER P OKHUYSEN (Clifford, Terri) (Entered: 02/12/2021)
02/19/2021	<u>162</u>	MOTION in Limine <i>Seeking Exclusion of the Testimony of Martha VanLandingham</i> by Plaintiff CITY OF STARKVILLE, MISSISSIPPI (Attachments: # <u>1</u> Exhibit "1" - deposition of Martha VanLandingham,) (Hill, John) (Entered: 02/19/2021)
02/19/2021	<u>163</u>	RESPONSE in Opposition re <u>161</u> MOTION of <i>Walter Okhuysen to Allow Participation and Testimony</i> by CITY OF STARKVILLE, MISSISSIPPI. (Hill, John) (Entered: 02/19/2021)
02/26/2021	<u>164</u>	ORDER Continuing Rule 81 Hearing. Rule 81 Hearing set for 3/16/2021 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard. Rule 81 Hearing set for 3/17/2021 09:00 AM in Oktibbeha County Courthouse before Joseph N. Studdard.. Signed by Joseph N. Studdard on 2/25/2021. (Strickland, Cindy) (Entered: 02/26/2021)
03/15/2021	<u>165</u>	NOTICE of Appearance by Gary Street Goodwin, Mr on behalf of WALTER P OKHUYSEN, Luis Eduardo Okhuysen (Goodwin, Gary) (Entered: 03/15/2021)
03/15/2021	<u>166</u>	MOTION for CLARIFY IDENTITY OF OBJECTOR OR SUBSTITUTE OBJECTOR AND FOR OTHER RELIEF re <u>13</u> Exhibit, <u>156</u> Pretrial Order, <u>17</u> Miscellaneous Document, <u>163</u> Response in Opposition to Motion, <u>149</u> Order Setting Hearing,,, <u>161</u> MOTION by Objectors WALTER P OKHUYSEN, Luis Eduardo Okhuysen

Exhibit A

		(Attachments: # <u>1</u> Exhibit Map, # <u>2</u> Exhibit Pleading, # <u>3</u> Exhibit Deeds,) (Goodwin, Gary) (Entered: 03/15/2021)
03/17/2021	<u>167</u>	ORDER ON MOTION TO CLARIFY IDENTITY OF OBJECTOR OR SUBSTITUTE OBJECTOR AND FOR OTHER RELIEF dismissing <u>166</u> Motion. Signed by Joseph N. Studdard on 3/16/2021. (Strickland, Cindy) (Entered: 03/17/2021)
05/14/2021	<u>168</u>	CERTIFICATE of SERVICE by Dwight Prisock. (Clifford, Terri) (Entered: 05/14/2021)
11/24/2021	<u>169</u>	OPINION. Signed by Joseph N. Studdard on 11/24/2021. (Strickland, Cindy) (Entered: 11/24/2021)
11/30/2021	<u>170</u>	FINAL JUDGMENT. Signed by Joseph N. Studdard on 11/30/2021. (Strickland, Cindy) (Entered: 11/30/2021)
12/10/2021	<u>171</u>	OBJECTORS MOTION FOR RECONSIDERATION IN THE MATTER OF THE EXTENSION OF THE BOUNDARIES OF THE CITY OF STARKVILLE,MS by Objectors Timothy Allison, Dwight Prisock, JOE REED, ROBERT B SCHOLTES, Deen J. Self (Clifford, Terri) (Entered: 12/10/2021)
12/10/2021	<u>172</u>	OBJECTORS MOTION FOR RULE 52 FINDING OF FACTS AND CONCLUSION OF LAW FROM THE COURT by Objectors Timothy Allison, Dwight Prisock, JOE REED, ROBERT B SCHOLTES, TINA SCHOLTES, Deen J. Self (Clifford, Terri) (Entered: 12/10/2021)
12/20/2021	<u>173</u>	RESPONSE to Motion re <u>172</u> MOTION by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 12/20/2021)
12/20/2021	<u>174</u>	RESPONSE to Motion re <u>171</u> MOTION by CITY OF STARKVILLE, MISSISSIPPI. (Latimer, Christopher) (Entered: 12/20/2021)
01/12/2022	<u>175</u>	OBJECTORS MOTION FOR RECONSIDERATION IN THE MATTER OF THE EXTENSION OF THE BOUNDARIES OF THE CITY OF STARKVILLE, MISSISSIPPI REBUTTAL by OBJECTORS. (Oswalt, Subrina) (Entered: 01/12/2022)
03/28/2022	<u>176</u>	ORDER DENYING OBJECTORS' MOTION FOR RULE 52 FINDING OF FACTS AND CONCLUSIONS OF LAW AND MOTION FOR RECONSIDERATION AND STARKVILLE'S MOTION FOR MRCP RULE 11 AND MISSISSIPPI LITIGATION ACCOUNTABILITY ACT. Signed by Joseph N. Studdard on 3/28/2022. (Strickland, Cindy) (Entered: 03/28/2022)

Exhibit A



HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

City of Starkville, Mississippi
Official Zoning
District Map

Zoning and Overlay Districts

- City Limits
- Overlay- Greensboro Historic District
- Overlay- Nash Street Historic District

- Zoning**
- C Commercial
 - CN Commercial Neighborhood
 - CR Commercial Rural
 - I Industrial
 - NDU-20 Multi-dwelling Unit
 - NDU-9 Multi-dwelling Unit
 - O Optional District
 - PUD Planned Unit Development
 - RN Rural Neighborhood
 - S-E Special Educational
 - S-1 Special Institutional
 - S-M Special Medical
 - SD-2 Suburban Detached
 - SD-6 Suburban Detached
 - T-4 Form-based District
 - T-5C Corridor Form-based District
 - T-5D Downtown Form-based District
 - T-5U University Form-based District
 - TN-E Traditional Neighborhood- Existing
 - TN-N Traditional Neighborhood- New

- Roads**
- Parcel
 - Roads

Adopted:
December 17, 2019

Zoning Amended:
January 19, 2021 Ord. 2021-01
June 21, 2022 Ord. 2022-03
July 19, 2022 Ord. 2022-04
December 19, 2023 Ord. 2023-05

Parcels Amended
May 19, 2021
June 21, 2022
July 19, 2022
February 21, 2023
December 19, 2023

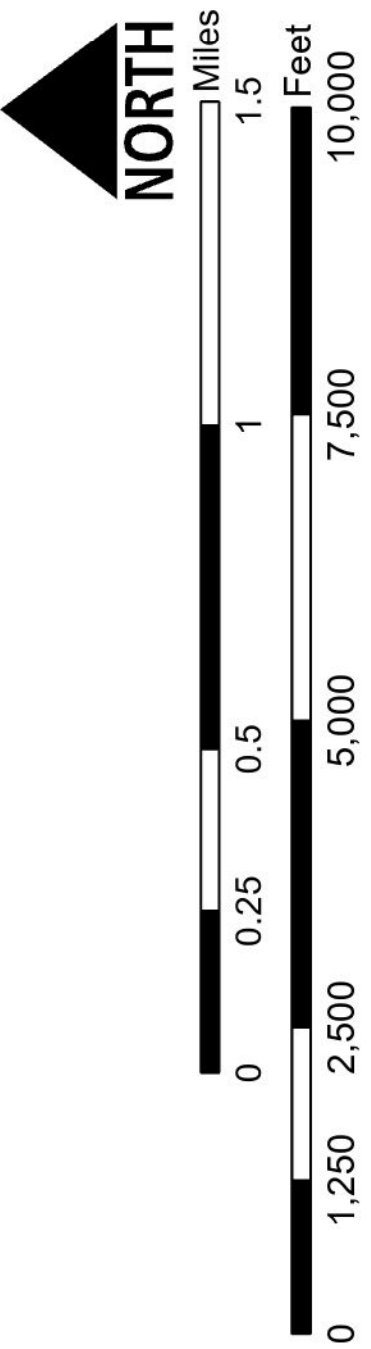


Exhibit B

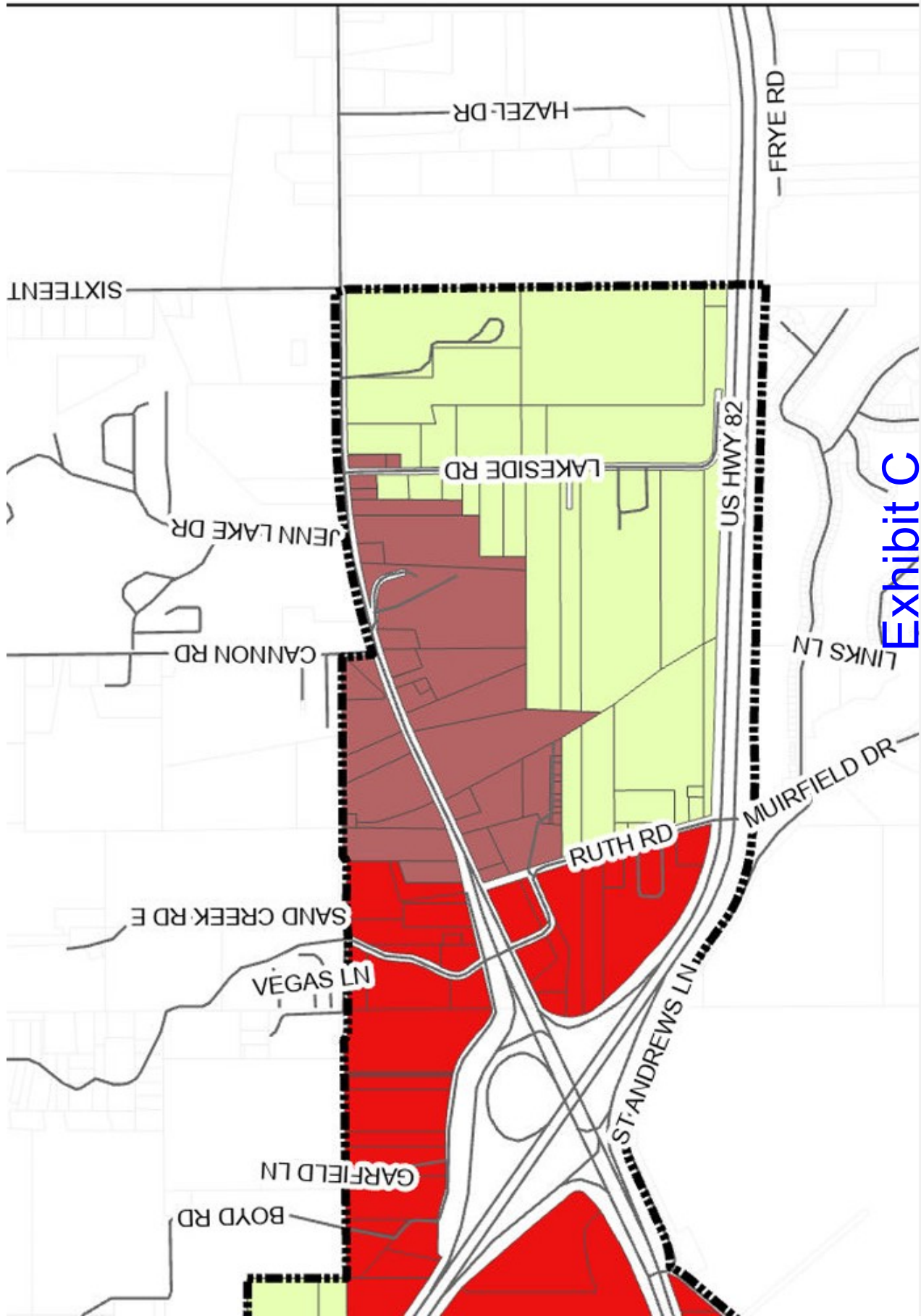


Exhibit C

Oktibbeha County, MS

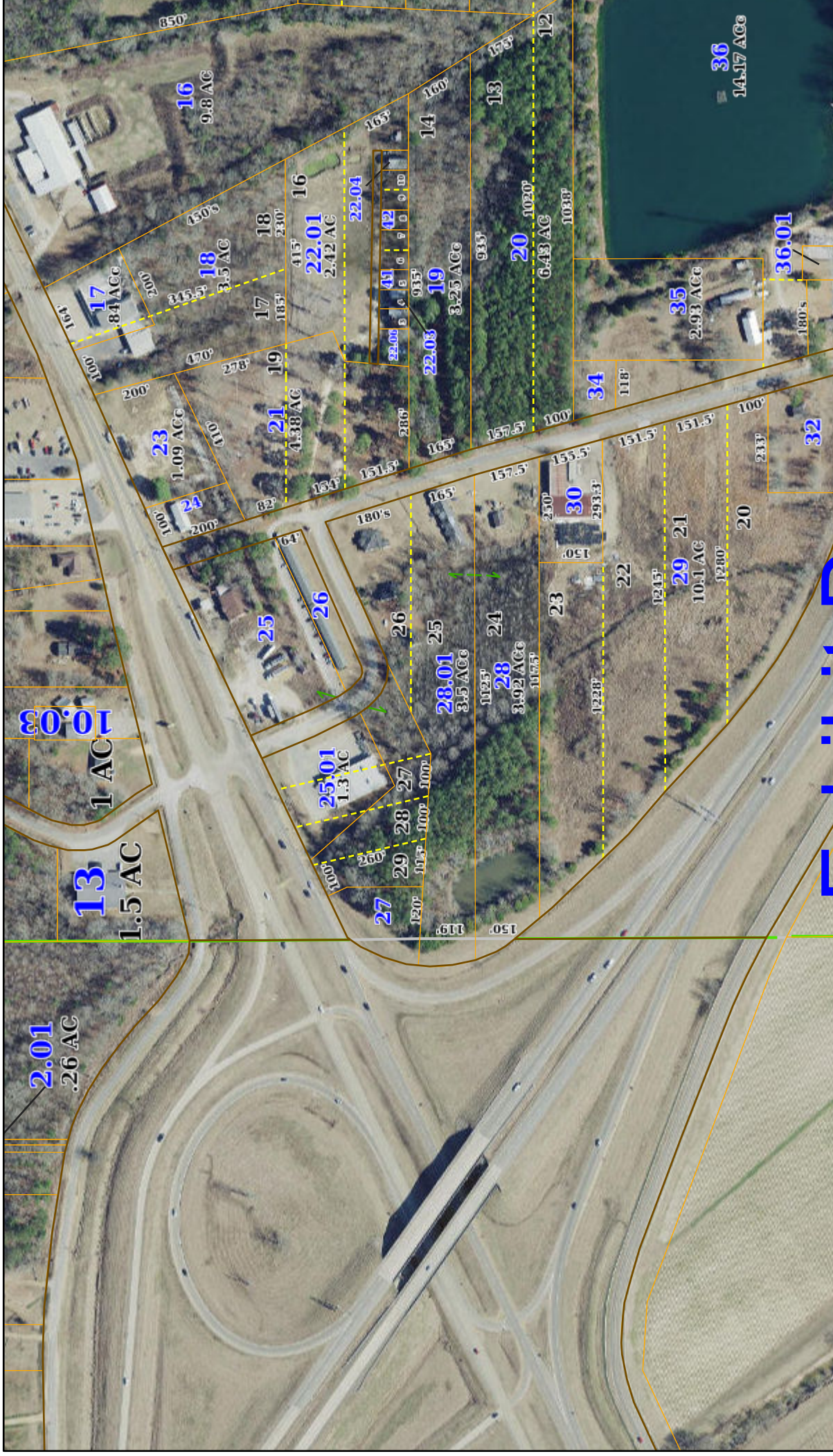


Exhibit D

3/18/2024, 8:42:25 PM

ROADS AND RAILROADS

SECTION LN

STREET ROW

PARCELS

LANDHOOK LN

2000

Anno

oktibeha_ms_lotno
oktibeha_ms_parcelno

1:4,514

0.06
0.12 mi0.1
0.2 km

Esri, HERE, Garmin, INCREMENT P, NGA, USGS

159J-00-028.00

Alt:

TD 2110 STR 32 19N 15E Block

Field Work by

Card

1 of 1

Map:

/00/

Date Printed

09/18/2023

PRISOCK ROBERTA F ETAL

64 LAKESIDE RD

STARKVILLE

Exempt Code

PT LOT 24 CLAYTON VILLAGE

MAP 159J DB/PG 366/298 2014/7005

DEED-2014 7005

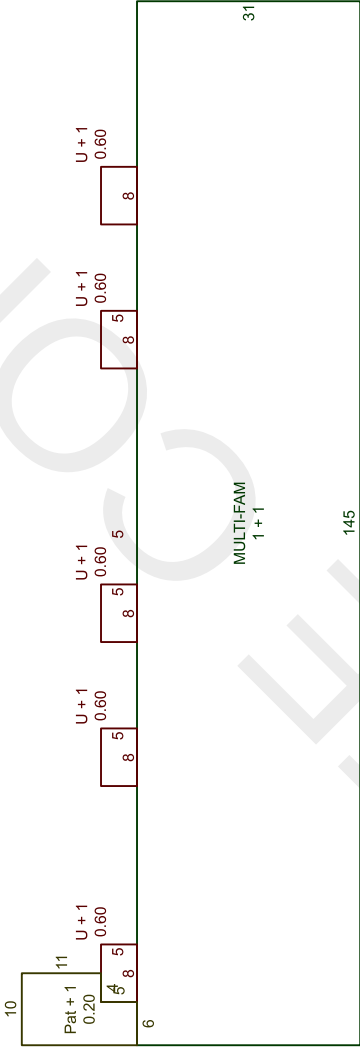
MS 39759

10/24/2014

ALL Type	Size	Price	D/F	Adj	Desc	\$/ft	Value C								
1.00X		15000				15000.00	15000.00	15000.00	2						
Bld Type		Foun dati	Class	Uni	Base Area	Adjust Area	Base Rate	Adjusted Rate	Cost per Ft	Replace Cost	Year % Buil	Value	SL C	T Old Value	
1 MULTI-FAMILY		SLAB	H/D	116	4495	4643	37.77	43.81	51.26	241733	15 1960	36260	52 2	56300	
2 UTILITY		A			80	80	9.58	9.58	11.21	897	10 1990	90	50 2	80	
3 LOW COST GARAGE		L			672	672	5.43	5.43	6.35	4267	5 1990	210	50 2	200	
											Extras				
											1	GH (COMM)	3191		
Exterior walls		Roof Type		Roof Material		Floors									
1 BRICK VENEER	38	GABLE			8	ASP SHINGLE	4		CONC. & TILE	7	1 TOTAL EXTR	3733			
Interior walls		Interior Ceiling		Plumbing Electricity		Adjustments									
1 DRYWALL	15	DRYWALL			15	AVERAGE	8	AVERAGE	3	APT EQUIV	18				

Exhibit E

PARCEL	159J-00-028.00
CARD	01
DATE	5/13/2010
FILE	159J-00-028_0001
SCALE: 1" = 25'	GRID-STEP: 1



Bldg/Area	Actual	Adjust
Bldg 1: MULTI-FAM Base Heat x	4495	4495
Utility_Room x 0.60	40	24
Utility_Room x 0.60	40	24
Utility_Room x 0.60	40	24
Utility_Room x 0.60	40	24
Utility_Room x 0.60	40	24
Utility_Room x 0.60	40	24
Patio x 0.20	140	28
Total Base Heat Area =	4495	4495
Total Upper Heat Area =	0	0
Total Base Area =	4495	4495
Total Adjusted Area =	4643	4643
Bldg 2: UTIL Base Heat x	80	80
Utility_Room x 0.60	80	80
Total Base Heat Area =	80	80
Total Upper Heat Area =	0	0
Total Base Area =	80	80
Total Adjusted Area =	80	80
Bldg 3: GAR Base Heat x	672	672
Utility_Room x 0.60	672	672
Total Base Heat Area =	672	672
Total Upper Heat Area =	0	0
Total Base Area =	672	672
Total Adjusted Area =	672	672

Exhibit E

159J-00-028.01
Alt:
TD 2110 STR 32 19N 15E Block
Field Work by

Card 1 of 1
Map:
Oktribbeha County Tax Assessor
Card 1 of 1
PPIN 10697

Date Printed 09/18/2023

PRISOCK ROBERTA F ETAL
64 LAKESIDE RD
STARKVILLE MS 39759
Exempt Code
PT LOT 24 LOT 25 & 26 CLAYTON VILLAGE
MAP 159J DB/PG 366/298 2014/7005
DEED-2014 7005 10/24/2014

ALL Type		/BBD1 Size	Price	D/F	Adj	Desc	\$/ft	Value C					10/24/2014		
H		1.65	6350.00					10480	2						
Bld Type			Foun dati	Class	Uni	Base Area	Adjust Area	Base Rate	Adjusted Rate	Cost per Ft	Replace Cost	Year Buil	Value SL C	T Old Value	
2 RESIDENCE			A+			1184 980	1198 980	500 500			500100	1935	500 39 2	4340	
3 RESIDENCE			A-								500100	1955	500 52 2	9810	
Exterior walls			Roof Type			Roof Material		Floors							
Interior walls			Interior Ceiling			Plumbing		Electricity		Adjustments					
Extras															

Exhibit F

PARCEL	159J-00-028.01
CARD	01
DATE	3/30/2022
FILE	159J-00-028_0101
SCALE:	1" = 20' GRID-STEP: 1

Bldg/Area Actual Adjust
 Bldg 2: RES Base Heat x 1184 1184
 Porch: Open x 0.30 48 14
 Total Base Heat Area = 1184
 Total Upper Heat Area = 0
 Total Base Area = 1184
 Total Adjusted Area = 1198
 Bldg/Area Actual Adjust
 Bldg 3: RES Base Heat x 980 980
 Total Base Heat Area = 980
 Total Upper Heat Area = 0
 Total Base Area = 980
 Total Adjusted Area = 980

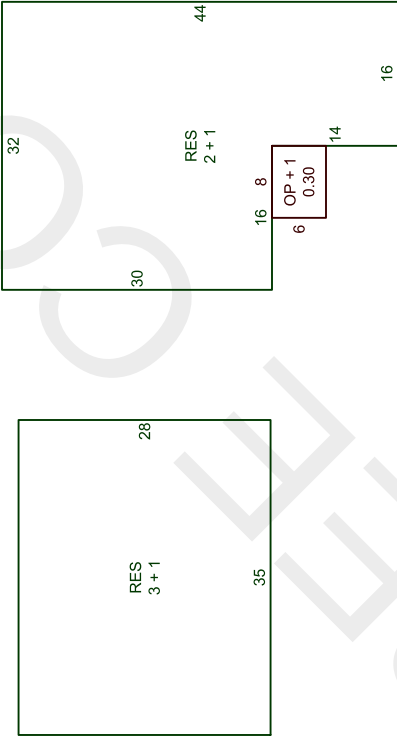


Exhibit F

Mayor Spruill opened the Public Hearing.

Alvin Turner stated he felt all people should follow the laws and anyone doing anything to make world safer should be encouraged.

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

35. CONSIDERATION TO DETERMINE WHETHER THE BUILDING LOCATED AT 201 RUTH ROAD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION WILL OCCUR.

Upon the motion of Alderman Moreland, duly seconded by Alderman Beatty, for the Board of Aldermen to determine that the building located at 201 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that demolition will occur, the Board voted as follows:

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

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

SECOND PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 245 RUTH ROAD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 245 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the first public hearing were posted on the front entrance window at City Hall on Wednesday, February 7, 2024. Notification letters of the public hearing were sent on Wednesday, February 7, 2024, to the property tax payer/owner Dwight Prisock and Roberta Prisock, 64 Lakeside Dr, Starkville, MS 39759, and also to the mailing address for the subject property.

Public Notices of the first public hearing were posted on the subject property and a third inspection of the property was done on Thursday, February 8, 2024, showing that no attempts to resolve the issues have been made.

The fourth inspection was done by Officer Sarah Perez before submission of documents on Thursday, February 22, 2024 at approximately 14:44 hrs. The first public hearing was conducted on Tuesday, March 5, 2024. Public Notices of the second public hearing were posted at City Hall and on the subject property and a fifth inspection of the property was done on Wednesday, March 6, 2024, showing that no attempts to resolve the issues have been made. The final inspection was done by Officer Sarah Perez.

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

2014 7005
Recorded in the Above
Deed Book 1 Page
10-24-2014 12:05:45 PM
Monica W. Banks
Oktibbeha County, MS

Prepared by:
H. Scott Ross
Attorney At Law
Ross Kelley & Martin, PLLC
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

Return to:
H. Scott Ross
Attorney At Law
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00) cash in hand paid and
other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged ,

ROBERTA F. PRISOCK
1287 Lakeside Drive
Starkville, Mississippi 39759

does hereby convey and warrant to

ROBERTA F. PRISOCK and
DWIGHT R. PRISCOK
1287 LAKESIDE DRIVE
STARKVILLE, MISSISSIPPI 39759
770-330-3890

as joint tenants with full rights of survivorship and not as tenants in common, the following described real property
located and situated in Oktibbeha County, Mississippi, to-wit:

(See Exhibit A attached) (Pages 4-6)

INDEXING INSTRUCTIONS: All of Lots 24, 25, and 26 of Claytonville Village
Subdivision, S32, T19N, R15E, Oktibbeha County,
Mississippi.

SUBJECT TO all prior mineral reservations, if any, and also subject to easements for public utilities and
rights of way for public roadways, whether the same appear of record or not, if any.

WITNESS my signature this the 24th, day of October, 2014.

The photographs below were taken from the public view at the city road by Officer Sarah Perez at
the first inspection on Thursday, January 4, 2024, at approximately 11:41 hrs.

(CALL CARD)

Call #	24-000401	Dispatcher	MULLEN, T
Date/Time	01/04/2024 11:41:21	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	PHONE		
Sent To Dispatch	01/04/2024 11:41:31		

Location Address

245 ruth rd

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:41:38	11:41:39	11:45:35		
STEENWYK, G	11:41:43	11:41:44	11:44:52		

Notes

1/4/2024 11:42:21 AM STEENWYK, G PHOTOS TAKEN FROM ROAD WAY

(WEST SIDE OF PROPERTY)



(NORTH SIDE OF PROPERTY)





(EAST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)





Violation Notice issued pages 1-4, Friday, January 19, 2024.

STARKVILLE

City of Starkville, MS
107 E. Lamar St.
Starkville, MS 39759
Phone: (662) 323-4847

MISDV US

City of Starkville, MS

Phone: (662) 323-4847

STARKVILLE

City of Starkville, MS
107 E. Lamar St.
Starkville, MS 39759
Phone: (662) 323-4847

FIRST NOTICE OF VIOLATION

CASE No. 24-000009
Issued: January 19, 2024

Dwight Priscoe
64 LAWRENCE RD
Starkville, MS 39759

Violation Location

245 Ruth Rd
Starkville, MS

Violation Description

Remove Dilapidated Structure
(REMOVED)

It is the duty of person(s) in violation to comply by removing dilapidated structures.

An inspection of the above referenced property was made on January 19, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than
January 29, 2024.

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

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

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS Dwight Priscoe

Page 1/4
 MYDOV US 24-000000, 01/19/2024 at 5:06 PM
 Page 2/4
 MYDOV US 24-000000, 01/19/2024 at 5:06 PM

MYGOV.US	City of Starkville, MS	Phone: (662) 323-4947	MYGOV.US	City of Starkville, MS	Phone: (662) 323-4947
			STARKVILLE		STARKVILLE
					
					
					

Page 3/4 Page 4/4

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Saturday, January 20, 2024, at approximately 09:38 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-002184					Dispatcher	PEREZ, S	
Date/Time	01/20/2024 09:36:26					Disposition	REPORT	
Type	CODE ENFORCEMENT					Zone		
How Rcvd	OFFICER INITIATED							
Sent To Dispatch								
Location Address								
245 RUTH RD								
Officer Information								
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number			
PEREZ, S	09:36:26	09:36:26	09:37:28					
Notes								
1/20/2024 9:37:20 AM		PEREZ, S		PHOTOS TAKEN FROM THE PUBLIC VIEW SHOWING NO CHANGES HAVE BEEN MADE TO THE STRUCTURE				

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



An Administrative Inspection Warrant was issued on Saturday, January 20, 2024.

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Officer Sarah Perez, known to be a credible person, who after being first duly sworn, depose and say:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire house including any locked or secured rooms or compartments at 245 Ruth Rd., Starkville, Oktibbeha County, Mississippi and any out buildings on the property to include a garage and storage facilities.

2. That the placed described above is occupied and controlled by:
Dwight Prisoek and unknown persons
3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.
4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

**IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1
SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE
21-19-11(HEALTH, SAFETY, AND WELFARE).**

5. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 20 day of January 2024.



Municipal Court Judge

The Administrative Inspection Warrant was executed on Sunday, January 21, 2024 at approximately 15:18 hrs. Photographs were taken of the outside of the structure as well as some

photographs taken through windows and open doors. A copy of the warrant was left taped to the north side wall and sent certified mail to the property owner.

(CALL CARD)

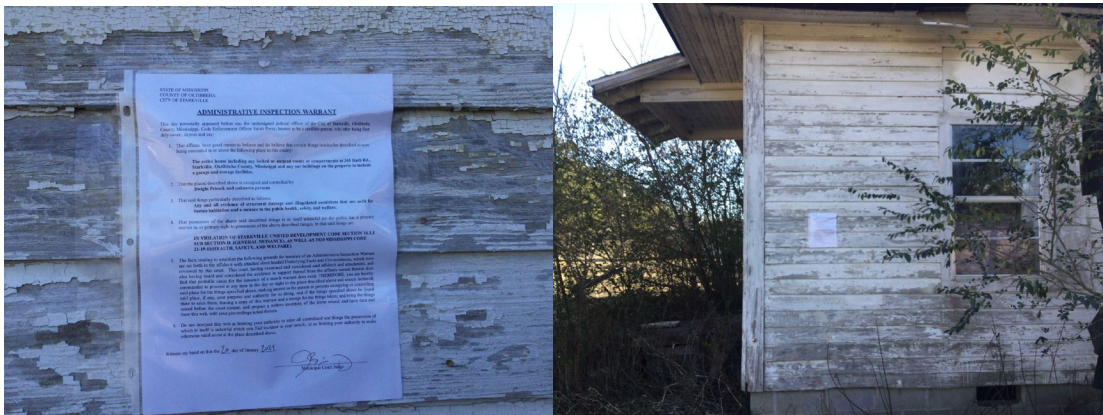
Call #	24-002292	Dispatcher	PEREZ, S
Date/Time	01/21/2024 15:18:13	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
245 RUTH DR			
STARKVILLE, MS 39759			

Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:18:13	15:18:13	15:30:06		

Notes		
1/21/2024 3:18:26 PM	PEREZ, S	CASE #24-000009
1/21/2024 3:18:30 PM	PEREZ, S	SERVING ADMINISTRATIVE WARRANT FOR PHOTOGRAPHS OF DILAPIDATED STRUCTURES ON THE PROPERTY
1/21/2024 3:29:58 PM	PEREZ, S	A COPY OF THE WARRANT WAS TAPED TO THE NORTH SIDE OF THE STRUTURE

(NORTH SIDE OF PROPERTY)





(WEST SIDE OF PROPERTY)





(SOUTH SIDE OF PROPERTY)



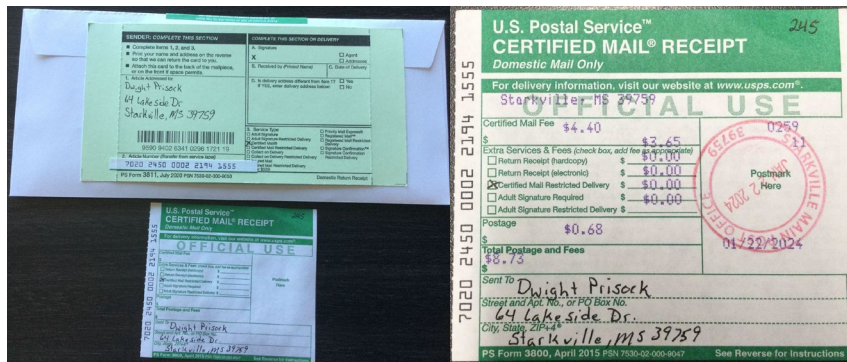


(EAST SIDE OF PROPERTY)

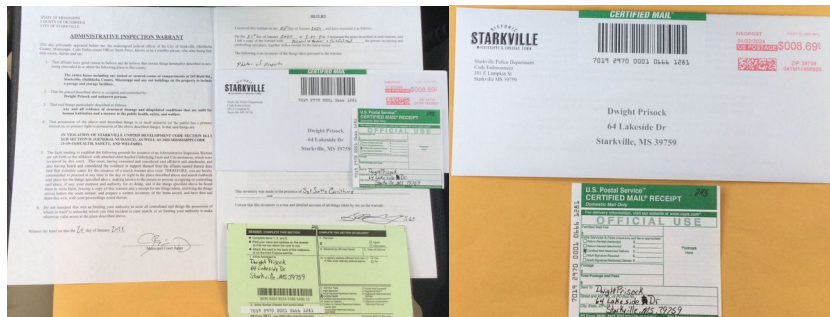


Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Monday, January 22, 2024.

(NOTICE OF VIOLATION)



(ADMINISTRATIVE WARRANT)



Photographs below were taken by Officer Sarah Perez on Wednesday, February 7, 2024. The first public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. Also posted on the property on Thursday, February 8, 2024.

(PDF OF THE PUBLIC HEARING NOTICE)

Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

245 Ruth Rd. Starkville, MS 39759

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

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

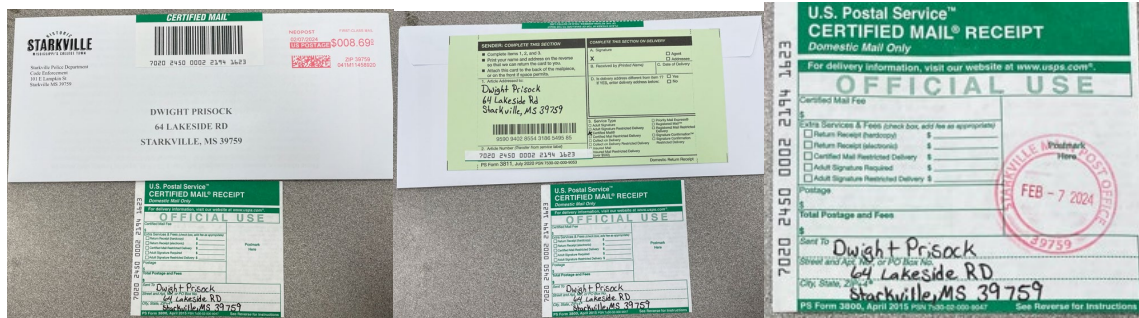
If, at such hearing, the City shall adjudicate the property or parcel of land to be a menace to the public health, safety, and welfare of the community, the City, if the owner does not do so himself, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and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

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

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

Public Hearing notice mailed to the property owner on Wednesday, February 7, 2024.

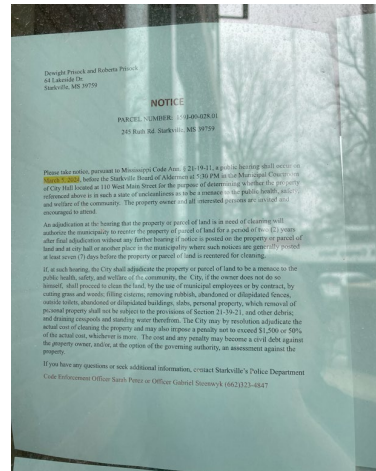
(PHOTOS OF CERTIFIED MAIL SENT)



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

(CALL CARD)

Call #	24-004222		Dispatcher	PEREZ, S	
Date/Time	02/07/2024 15:16:43		Disposition	REPORT	
Type	CODE ENFORCEMENT		Zone		
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
110 E MAIN STREET					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:16:43	15:16:43	15:17:38		
Notes					
2/7/2024 3:17:22 PM		PEREZ, S	CASE #24-000009 245 RUTH RD		
2/7/2024 3:17:29 PM		PEREZ, S	PUBLIC HEAR NOTICE POSTED AT CITY HALL IN THE WINDOW AT THE FRONT ENTRNCE		

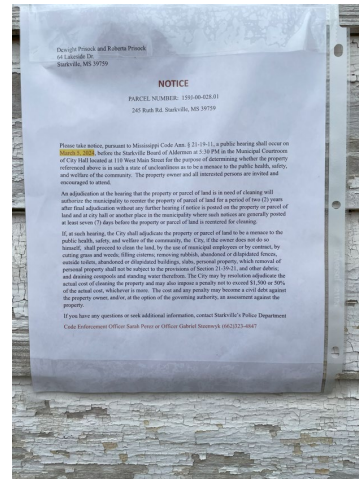


(CALL CARD)

Dispatcher PEREZ, S
Disposition REPORT
Zone

245 RUTH DR
STARKVILLE, MS 39759

Notes		
2/8/2024 9:12:45 AM	PERE Z, S	CASE #24-000009
2/8/2024 9:13:06 AM	PERE Z, S	POSTING PUBLIC HEARING NOTIC ON STRUCTURE
2/8/2024 9:13:25 AM	PERE Z, S	TAKING PHOTOS FROM THE ROAD WAY
2/8/2024 9:13:50 AM	PERE Z, S	THERE HAS BEEN NO CHANGE IN THE STATE OF THE PROPERTY



A photograph of a weathered wooden building with horizontal siding. A white, rectangular object, possibly a piece of paper or a small sign, is attached to the siding. The building is surrounded by overgrown grass and some bare branches.

The image consists of two side-by-side photographs of a small, single-story building with white horizontal siding and a dark, gabled roof. The building appears to be in poor condition, with visible damage to the roof and some missing siding. It is situated in a flat, open field with dry, yellowish-brown grass. In the background, there are several bare, leafless trees and a cloudy sky. The left photograph shows the building from a wider perspective, including a paved road in the foreground. The right photograph is a closer shot, highlighting the structural damage to the roof and the surrounding environment.

16



(SOUTH SIDE OF THE STRUCTURE)



(WEST SIDE OF THE STRUCTURE)



Photographs below were taken by Officer Sarah Perez one week before submission of documents on Thursday, February 22, 2024 at approximately 14:44 hrs.

(CALL CARD)

Call # 24-006046	Dispatcher PEREZ, S
Date/Time 02/22/2024 14:44:01	Disposition REPORT
Type CODE ENFORCEMENT	Zone
How Rcvd OFFICER INITIATED	
Sent To Dispatch	
Location Address	
245 RUTH RD	

Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:44:01	14:44:01	14:45:41		

Notes		
2/22/2024 2:44:17 PM	PEREZ, S	CASE #24-000009
2/22/2024 2:45:32 PM	PEREZ, S	FINAL INSPECTION PHOTOS TAKEN FROM THE ROADWAY SHOWING NO PROGRESS IN REPAIRS TO THE PROPERTY

(PHOTOGRAPHS OF PROPERTY)



Photographs below were taken by Officer Sarah Perez on Wednesday, March 6, 2024. The second public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. The notice of the second public hearing was also posted on the property and photos were taken of the property showing no change had been made.

(PDF OF THE PUBLIC HEARING NOTICE)

Dwight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

245 Ruth Rd. Starkville, MS 39759

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

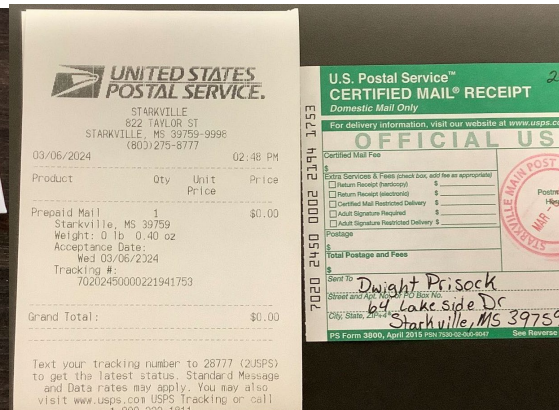
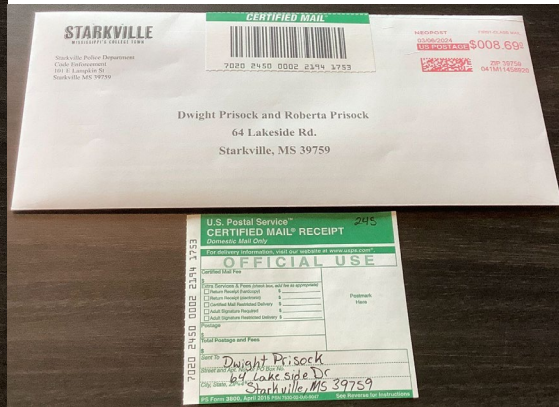
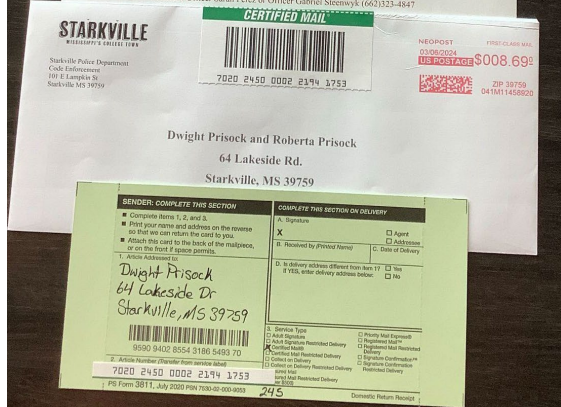
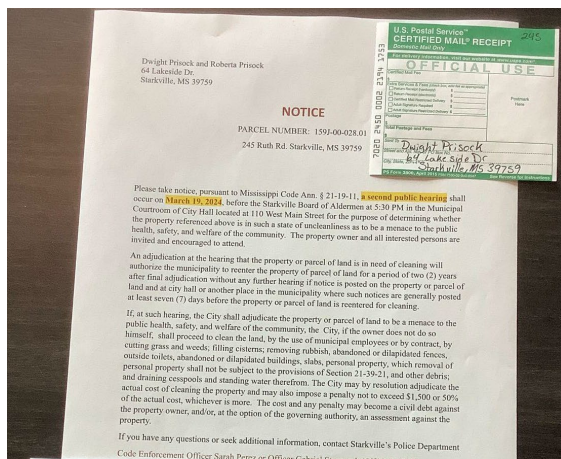
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

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

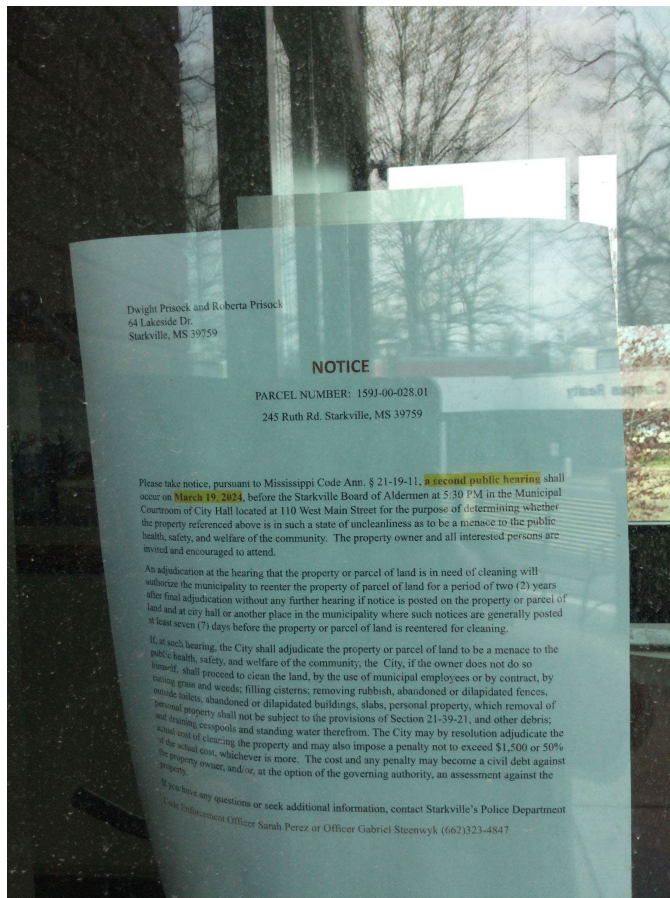
If you have any questions or seek additional information, contact Starkville's Police Department

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

(PHOTOS OF CERTIFIED MAIL SENT)



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



(CALL CARD)

Call # 24-007763
Date/Time 03/06/2024 10:27:32
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition NO ACTION
Zone

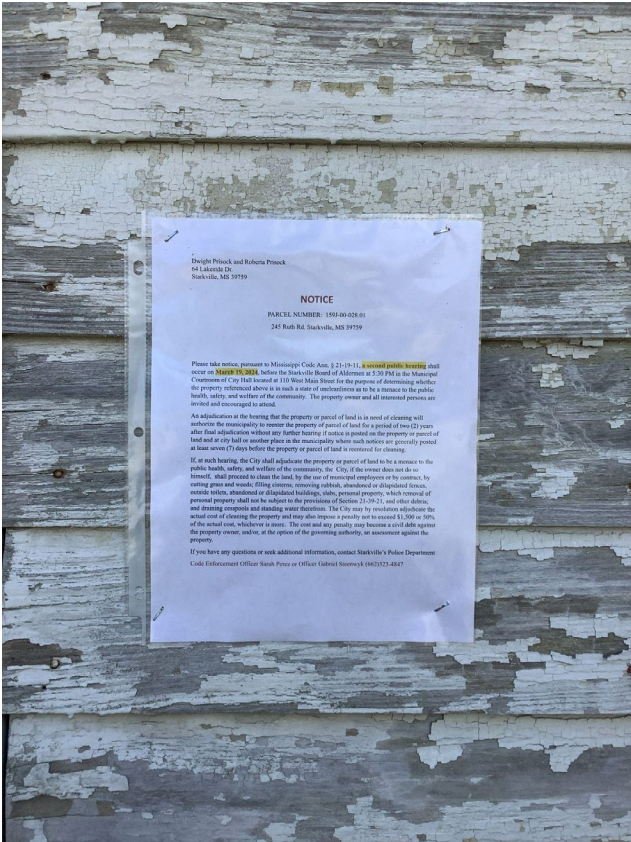
Location Address

245 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:27:32	10:27:32	10:36:35		
STEENWYK, G	10:28:12	10:37:06	10:37:14		

(POSTED ON THE STRUCTURE)





(NORTH SIDE OF THE STRUCTURE)





(SOUTH EAST SIDE OF THE STRUCTURE)



(WEST SIDE OF THE STRUCTURE)



Mayor Spruill opened the Public Hearing.

There being no comments from the general public, the Mayor closed the Public Hearing.

36. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 245 RUTH RD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION WILL OCCUR.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Brooks, for the Board of Aldermen to determine under Miss. Code Ann. § 21-19-11, that the building located at 245 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition will occur, the Board voted as follows:

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

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

SECOND PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 RUTH ROAD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION WILL OCCUR.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 305 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the first public hearing were posted on the front entrance window at City Hall on Wednesday, February 7, 2024. Notification letters of the public hearing were sent on Wednesday, February 7, 2024, to the property tax payer/owner *Dwight Prisock and Roberta Prisock, 64 Lakeside Dr, Starkville, MS 39759*, and also to the mailing address for the subject property.

Public Notices of the first public hearing were posted on the subject property and a third inspection of the property was done on Thursday, February 8, 2024, showing that no attempts to resolve the issues have been made. The fourth inspection was done by Officer Sarah Perez before submission of documents on Thursday, February 22, 2024 at approximately 14:45 hrs.

The first public hearing was conducted on Tuesday, March 5, 2024.

Public Notices of the second public hearing were posted at City Hall and on the subject property and a fifth inspection of the property was done on Wednesday, March 6, 2024, showing that no attempts to resolve the issues have been made. The final inspection was done by Officer Sarah Perez.

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

2014 7005
Recorded in the Above
Deed Book 1 Page
10-24-2014 12:05:45 PM
Monica W. Banks
Oktibbeha County, MS

Prepared by:
H. Scott Ross
Attorney At Law
Ross Kelley & Martin, PLLC
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

Return to:
H. Scott Ross
Attorney At Law
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00) cash in hand paid and
other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged ,

ROBERTA F. PRISOCK
1287 Lakeside Drive
Starkville, Mississippi 39759

does hereby convey and warrant to

ROBERTA F. PRISOCK and
DWIGHT R. PRISCOK
1287 LAKESIDE DRIVE
STARKVILLE, MISSISSIPPI 39759
770-330-3890

as joint tenants with full rights of survivorship and not as tenants in common, the following described real property
located and situated in Oktibbeha County, Mississippi, to-wit:

(See Exhibit A attached) (Pages 4-6)

INDEXING INSTRUCTIONS: All of Lots 24, 25, and 26 of Claytonville Village
Subdivision, S32, T19N, R15E, Oktibbeha County,
Mississippi.

SUBJECT TO all prior mineral reservations, if any, and also subject to easements for public utilities and
rights of way for public roadways, whether the same appear of record or not, if any.

WITNESS my signature this the 24th, day of October, 2014.

The photographs below were taken from the public view at the city road by Officer Sarah Perez at
the first inspection on Thursday, January 4, 2024, at approximately 11:40 hrs.

(CALL CARD)

Call # 24-000400
Date/Time 01/04/2024 11:40:06
Type CODE ENFORCEMENT
How Rcvd PHONE
Sent To Dispatch 01/04/2024 11:40:16
Dispatcher MCCRAY, V
Disposition CALL COMPLETED- NO REPORT
Zone

Location Address
305 RUTH

Officer Information
Badge - Name Dispatched Arrived Cleared De-Assign Case Number
PEREZ, S 11:40:21 11:40:23 11:41:15
STEENWYK, G 11:40:34 11:40:42 11:41:15

Notes

1/4/2024 11:40:56 AM STEENWYK, G PHOTOS TAKEN FROM ROAD WAY

(WEST SIDE OF PROPERTY)



(NORTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



Violation Notice issued pages 1-3, Friday, January 19, 2024.

FIRST NOTICE OF VIOLATION

Dwight Prisock
64 LAKE SIDE RD
Starkville, MS 39759

Case No. 24-000010
Issued: January 19, 2024

VIOLATION LOCATION

305 Ruth Rd
Starkville, MS

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 19, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 29, 2024.

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

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

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Dwight Prisock

Violations Listing

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Jan 19, 2024 at 2:29 PM

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

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



Page 1/3

MYGOV.US 24-000010, 01/19/2024 at 4:55 PM

Page 2/3

MYGOV.US 24-000010, 01/19/2024 at 4:55 PM



Page 3/3

MYGOV.US 24-000010, 01/19/2024 at 4:55 PM

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Saturday, January 20, 2024, at approximately 09:37 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-002185	Dispatcher	PEREZ, S		
Date/Time	01/20/2024 09:37:43	Disposition	REPORT		
Type	CODE ENFORCEMENT		Zone		
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
305 RUTH RD					
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:37:43	09:37:43	09:38:03		
Notes					
1/20/2024 9:37:55 AM		PEREZ, S	PHOTOS TAKEN FROM THE PUBLIC VIEW SHOWING NO CHANGES HAVE BEEN MADE TO THE STRUCTURE		

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



An Administrative Inspection Warrant was issued on Saturday, January 20, 2024.

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Officer Sarah Perez, known to be a credible person, who after being first duly sworn, depose and say:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire house including any locked or secured rooms or compartments at 305 Ruth Rd., Starkville, Oktibbeha County, Mississippi and any out buildings on the property to include a garage and storage facilities.

2. That the place described above is occupied and controlled by:
Dwight Prisock and unknown persons
3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.
4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11(HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 20 day of January 2024.

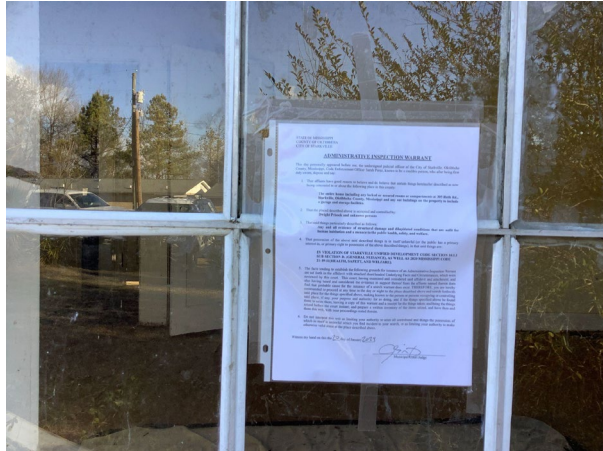

Municipal Court Judge

The Administrative Inspection Warrant was executed on Sunday, January 21, 2024, at approximately 15:30 hrs. Photographs were taken of the outside of the structure as well as some

photographs taken through windows and open doors. A copy of the warrant was left taped to the north side window and sent certified mail to the property owner.

(CALL NOTES)

Call #	24-002294	Dispatcher	PEREZ, S
Date/Time	01/21/2024 15:30:51	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Recvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
	305 RUTH DR		
	STARKVILLE, MS 39759		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
Perez, S	15:30:51	15:30:51	15:39:24
De-Assign			
Case Number			
Notes			
1/21/2024 3:31:07 PM	Perez, S	CASE #24-000010	
1/21/2024 3:31:11 PM	Perez, S	SERVING ADMINISTRATIVE WARRANT FOR PHOTOGRAPHS OF DILAPIDATED STRUCTURES ON THE PROPERTY	
1/21/2024 3:39:11 PM	Perez, S	A COPY OF THE WARRANT WAS TAPED TO THE NORTH SIDE OF THE STRUCTURE	



(NORTH SIDE OF PROPERTY)





(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)

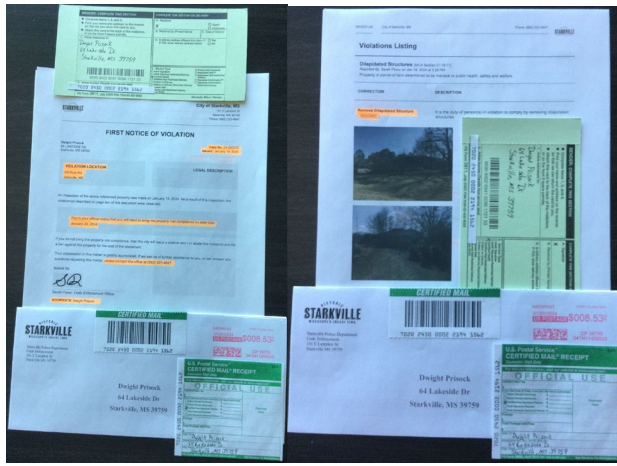


(EAST SIDE OF PROPERTY)

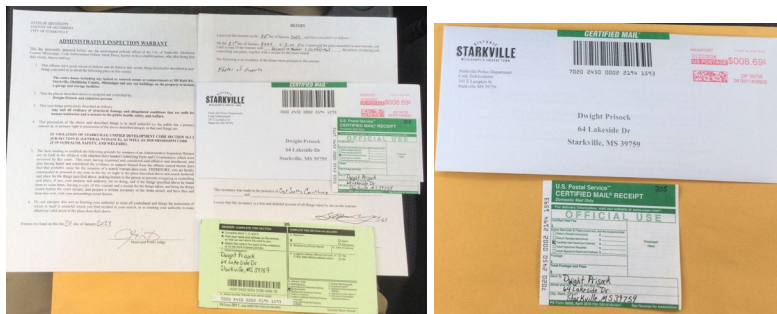


Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Monday, January 22, 2024.

(NOTICE OF VIOLATION)



(ADMINISTRATIVE WARRANT)



Photographs below were taken by Officer Sarah Perez on Wednesday, February 7, 2024. The first public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. Also posted on the property on Thursday, February 8, 2024.

(PDF OF THE PUBLIC HEARING NOTICE)

Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

305 Ruth Rd. Starkville, MS 39759

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

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

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

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

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

Public Hearing notice mailed to the property owner on Wednesday, February 7, 2024

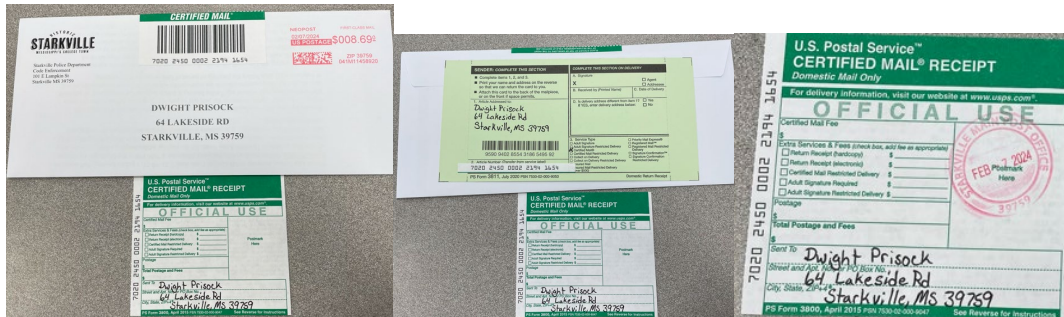
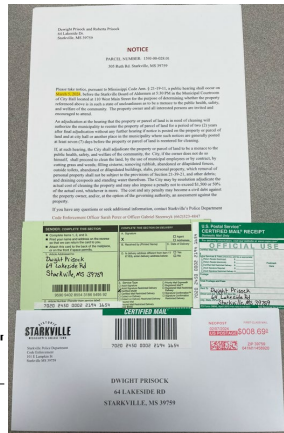
(PHOTOS OF CERTIFIED MAIL SENT)

Call # 24-004226
Date/Time 02/07/2024 15:28:04
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Location Address
POST OFFICE

Officer Information
Badge - Name Dispatched Arrived Cleared De-Assign Case Number
PEREZ, S 15:28:04 15:28:04 15:50:30

Notes
2/7/2024 3:50:08 PM PEREZ, S MAILING CERTIFIED LETTERS OF NOTICE FOR PUBLIC HEARING ON CASE #S 24-000008, 24-000009, 24-000010, AND 24-000011



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

Call # 24-004223
Date/Time 02/07/2024 15:18:01
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Location Address
110E MAIN ST

Officer Information
Badge - Name Dispatched Arrived Cleared De-Assign Case Number
PEREZ, S 15:18:01 15:18:01 15:18:43

Notes
2/7/2024 3:18:30 PM PEREZ, S CASE #24-000010 305 RUTH RD
2/7/2024 3:18:36 PM PEREZ, S PUBLIC HEAR NOTICE POSTED AT CITY HALL IN THE WINDOW AT THE FRONT ENTRANCE



(CALL CARD)

Call # 24-004317
Date/Time 02/08/2024 09:14:13
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address

305 RUTH DR
 STARKVILLE, MS 39759

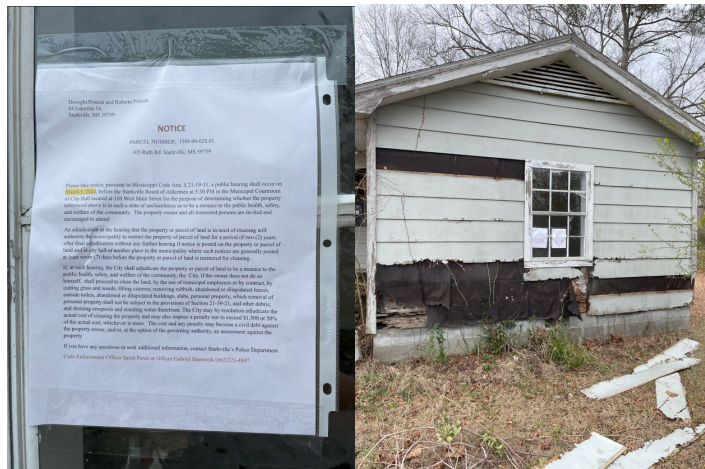
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	09:14:13	09:14:13	09:19:15		
STEENWYK, G	09:16:05	09:16:13	09:19:28		

Notes

2/8/2024 9:14:49 AM	PEREZ, S	POSTING PUBLIC HEARING NOTICE ON STRUCTURE
2/8/2024 9:15:05 AM	PEREZ, S	TAKING PHOTOS FROM THE ROAD WAY
2/8/2024 9:15:26 AM	PEREZ, S	THERE HAS BEEN NO CHANGE IN THE STATE OF THE PROPERTY

(POSTED ON THE STRUCTURE)



The photographs below were taken by Officer Sarah Perez at the third inspection on Thursday, February 8, 2024. Showing no apparent change having been made to change the appearance of the property.

(NORTH SIDE OF THE STRUCTURE)





(WEST SIDE OF THE STRUCTURE)



(EAST SIDE OF THE STRUCTURE)



Photographs below were taken by Officer Sarah Perez one week before submission of documents on Thursday, February 22, 2024 at approximately 14:45 hrs.

(CALL CARD)

Call # 24-006047
Date/Time 02/22/2024 14:45:58
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Location Address
305 RUTH RD

Dispatcher PEREZ, S
Disposition REPORT
Zone

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:45:58	14:45:58	14:46:26		

Notes

2/22/2024 2:46:12 PM	PEREZ, S	CASE #24-000010
2/22/2024 2:46:19 PM	PEREZ, S	FINAL INSPECTION PHOTOS TAKEN FROM THE ROADWAY SHOWING NO PROGRESS IN REPAIRS TO THE PROPERTY

(PHOTOGRAPHS OF PROPERTY)



Photographs below were taken by Officer Sarah Perez on Wednesday, March 6, 2024. The second public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. The notice of the second public hearing was also posted on the property and photos were taken of the property showing no change had been made.

(PDF OF THE PUBLIC HEARING NOTICE)

Dwight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

305 Ruth Rd. Starkville, MS 39759

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

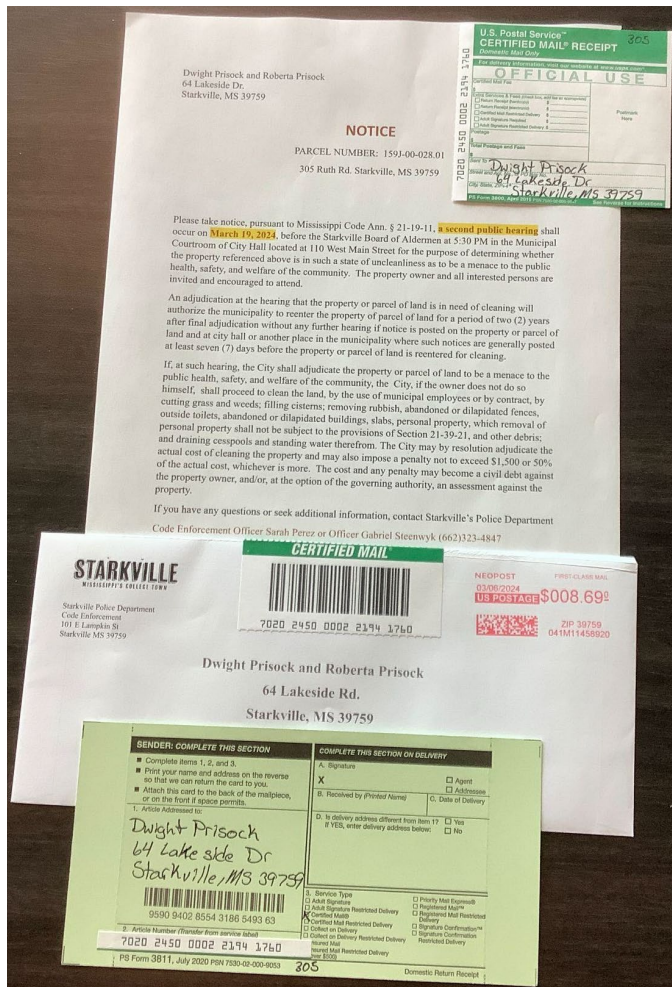
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

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

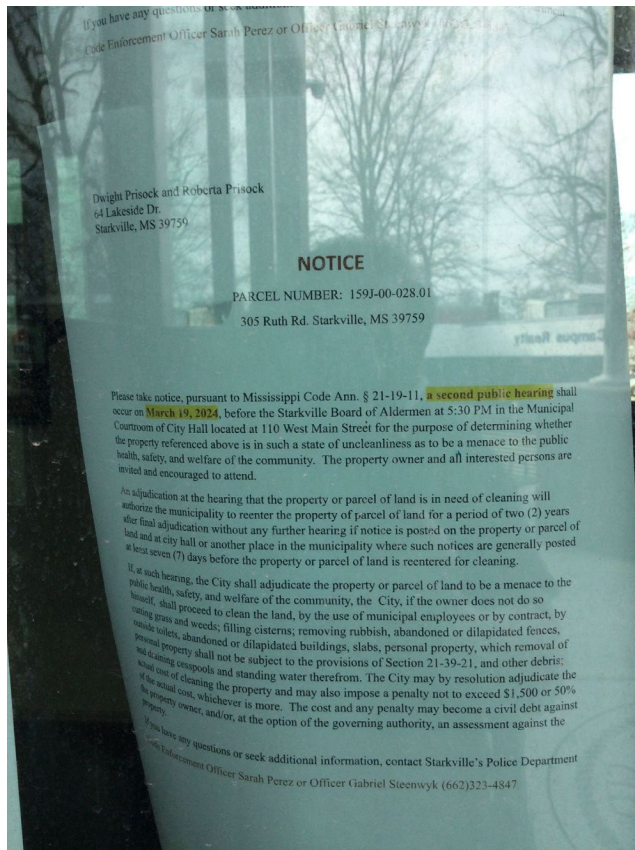
If you have any questions or seek additional information, contact Starkville's Police Department

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

(PHOTOS OF CERTIFIED MAIL SENT)



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



(CALL CARD)

Call # 24-007762
Date/Time 03/06/2024 10:21:03
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition NO ACTION
Zone

Location Address

305 RUTH RD

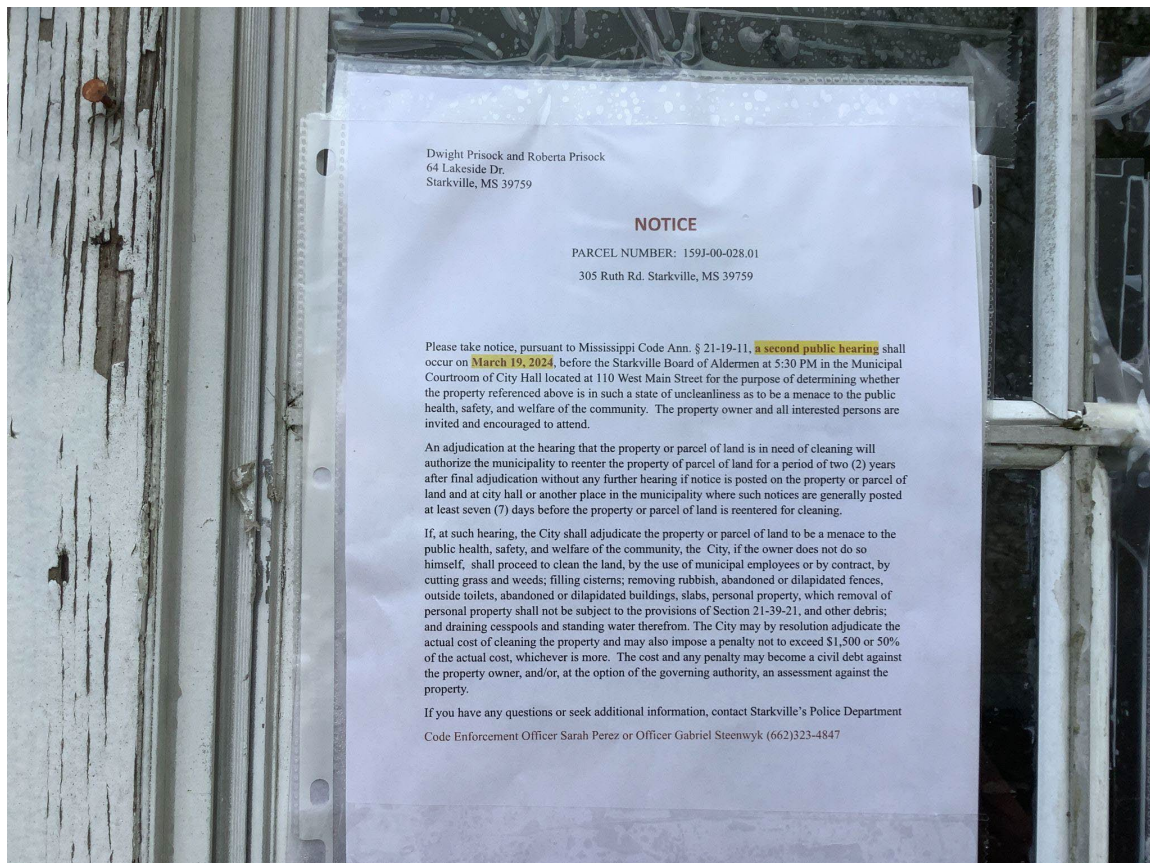
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:21:03	10:21:03	10:27:05		
STEENWYK, G	10:21:28	10:21:40	10:27:26		

Notes

3/6/2024 10:26:41 AM	PEREZ, S	NOTICE OF SECOND PUBLIC HEARING POSTED
3/6/2024 10:26:52 AM	PEREZ, S	PHOTOS TAKEN SHOWING NO CHANGE

(POSTED ON THE STRUCTURE)





(NORTH SIDE OF THE STRUCTURE)



(NORTH EAST SIDE OF THE STRUCTURE)



(EAST SIDE OF THE STRUCTURE)



(WEST SIDE OF THE STRUCTURE)





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

37. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 305 RUTH RD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION WILL OCCUR.

Upon the motion of Alderman Beatty, duly seconded by Alderman Rupp, for the Board of Aldermen to determine under Miss. Code Ann. § 21-19-11, that the building located at 305 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community and such that demolition will occur, the Board voted as follows:

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

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

SECOND PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 325 RUTH ROAD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

City Code Enforcement Officer Sarah Perez presented the property for consideration. Initial inspection of 325 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, was performed by Code Enforcement Officer Sarah Perez on Thursday, January 4, 2024, and re-inspection on Saturday, January 20, 2024 by Code Enforcement Officer Sarah Perez. Both inspections contained conditions not suitable for public health and safety such as, multiple holes in the side of the structure, water damage, roof damage, and overall upkeep of the property being neglected and natural deterioration over time. An administrative warrant was issued on Saturday, January 20, 2024, and executed on Sunday, January 21, 2024, at approximately 14:46 hrs. Photographs were taken of the outside of the structure, as well as some taken through windows and open doors.

Public Notices of the first public hearing were posted on the front entrance window at City Hall on Wednesday, February 7, 2024. Notification letters of the public hearing were sent on Wednesday, February 7, 2024, to the property tax payer/owner Dwight Prisock and Roberta Prisock, 64 Lakeside Dr, Starkville, MS 39759, and also to the mailing address for the subject property.

Public Notices of the first public hearing were posted on the subject property and a third inspection of the property was done on Thursday, February 8, 2024, showing that no attempts to resolve the issues have been made.

The fourth inspection was done by Officer Sarah Perez before submission of documents on Thursday, February 22, 2024 at approximately 14:46 hrs. The first public hearing was conducted on Tuesday, March 5, 2024.

Public Notices of the second public hearing were posted at City Hall and on the subject property and a fifth inspection of the property was done on Wednesday, March 6, 2024, showing that no attempts to resolve the issues have been made. The final inspection was done by Officer Sarah Perez.

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

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

16.1.1 General Nuisance

Nuisance shall include but not be limited to:

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

2014 7005
Recorded in the Above
Deed Book 1 Page
10-24-2014 12:05:45 PM
Monica W. Banks
Oktibbeha County, MS

Prepared by:
H. Scott Ross
Attorney At Law
Ross Kelley & Martin, PLLC
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

Return to:
H. Scott Ross
Attorney At Law
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00) cash in hand paid and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged ,

ROBERTA F. PRISOCK
1287 Lakeside Drive
Starkville, Mississippi 39759

does hereby convey and warrant to

ROBERTA F. PRISOCK and
DWIGHT R. PRISCOK
1287 LAKESIDE DRIVE
STARKVILLE, MISSISSIPPI 39759
770-330-3890

as joint tenants with full rights of survivorship and not as tenants in common, the following described real property located and situated in Oktibbeha County, Mississippi, to-wit:

(See Exhibit A attached) (Pages 4-6)

INDEXING INSTRUCTIONS: All of Lots 24, 25, and 26 of Claytonville Village
Subdivision, S32, T19N, R15E, Oktibbeha County,
Mississippi.

SUBJECT TO all prior mineral reservations, if any, and also subject to easements for public utilities and rights of way for public roadways, whether the same appear of record or not, if any.

WITNESS my signature this the 24th, day of October, 2014.

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the first inspection on Thursday, January 4, 2024, at approximately 11:27 hrs.

(CALL CARD)

Call #	24-000396	Dispatcher	MULLEN, T
Date/Time	01/04/2024 11:27:26	Disposition	CALL COMPLETED- NO REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd			
Sent To Dispatch	01/04/2024 11:27:48		

Location Address

325 RUTH DR
STARKVILLE, MS 39759

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	11:28:09	11:28:26	11:40:03		
STEENWYK, G	11:28:22	11:28:27	11:40:03		

Notes

1/4/2024 11:38:42 AM STEENWYK, G PHOTOS TAKEN FROM ROAD

(NORTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



Violation Notice issued pages 1-3, Friday, January 19, 2024.



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

MYGOV US City of Starkville, MS

Phone: (662) 323-4847



Violations Listing

FIRST NOTICE OF VIOLATION

Dwight Prisock
64 LAKEVIEW RD
Starkville, MS 39759

Case No. 24-000011
Issued: January 19, 2024

VIOLATION LOCATION

325 Ruth Rd
Starkville, MS

LEGAL DESCRIPTION

An inspection of the above referenced property was made on January 19, 2024. As a result of this inspection, the violation(s) described on page two of this document were observed.

This is your official notice that you will need to bring the property into compliance no later than January 29, 2024.

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

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

Issued By:

Sarah Perez, Code Enforcement Officer

RECIPIENTS: Dwight Prisock

Dilapidated Structures (MCA Section 21-19-11)

Reported By: Sarah Perez on Jan 19, 2024 at 2:31 PM

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

CORRECTION

DESCRIPTION

Remove Dilapidated Structure

REQUIRED

It is the duty of person(s) in violation to comply by removing dilapidated structures.



MYGOV US 24-000011, 01/19/2024 at 4:52 PM

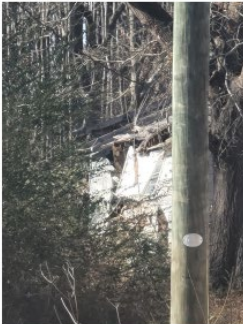
Page 1/3

MYGOV US 24-000011, 01/19/2024 at 4:52 PM

Page 2/3

MYGOV US City of Starkville, MS

Phone: (662) 323-4847



MYGOV US 24-000011, 01/19/2024 at 4:52 PM

Page 3/3

The photographs below were taken from the public view at the city road by Officer Sarah Perez at the second inspection on Saturday, January 20, 2024, at approximately 09:38 hrs. The photographs show that no apparent change has been made to change the appearance of the property.

(CALL CARD)

Call #	24-002186	Dispatcher	Perez, S		
Date/Time	01/20/2024 09:38:18	Disposition	REPORT		
Type	CODE ENFORCEMENT	Zone			
How Rcvd	OFFICER INITIATED				
Sent To Dispatch					
Location Address					
	325 RUTH RD				
Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
Perez, S	09:38:18	09:38:18	09:38:33		
Notes					
	1/20/2024 9:38:24 AM	Perez, S			
					PHOTOS TAKEN FROM THE PUBLIC VIEW SHOWING NO CHANGES HAVE BEEN MADE TO THE STRUCTURE

(NORTH SIDE OF PROPERTY)



(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



(EAST SIDE OF PROPERTY)



An Administrative Inspection Warrant was issued on Saturday, January 20, 2024.

ADMINISTRATIVE INSPECTION WARRANT

This day personally appeared before me, the undersigned judicial officer of the City of Starkville, Oktibbeha County, Mississippi, Code Enforcement Officer Sarah Perez, known to be a credible person, who after being first duly sworn, depose and say:

1. That affiants have good reason to believe and do believe that certain things hereinafter described as now being concealed in or about the following place in this county:

The entire house including any locked or secured rooms or compartments at 325 Ruth Rd., Starkville, Oktibbeha County, Mississippi and any out buildings on the property to include a garage and storage facilities.

2. That the place described above is occupied and controlled by:
Dwight Priscock and unknown persons
3. That said things particularly described as follows:
Any and all evidence of structural damage and dilapidated conditions that are unfit for human habitation and a menace to the public health, safety, and welfare.
4. That possession of the above said described things is in itself unlawful (or the public has a primary interest in, or primary right to possession of the above described things), in that said things are:

IN VIOLATION OF STARKVILLE UNIFIED DEVELOPMENT CODE SECTION 16.1.1 SUB SECTION D. (GENERAL NUISANCE), AS WELL AS 2020 MISSISSIPPI CODE 21-19-11(HEALTH, SAFETY, AND WELFARE).

5. The facts tending to establish the following grounds for issuance of an Administrative Inspection Warrant are set forth in the affidavit with attached sheet headed Underlying Facts and Circumstances, which were reviewed by this court. This court, having examined and considered said affidavit and attachment, and also having heard and considered the evidence in support thereof from the affiants named therein does find that probable cause for the issuance of a search warrant does exist. THEREFORE, you are hereby commanded to proceed at any time in the day or night to the place described above and search forthwith said place for the things specified above, making known to the person or persons occupying or controlling said place, if any, your purpose and authority for so doing, and if the things specified above be found there to seize them, leaving a copy of this warrant and a receipt for the things taken; and bring the things seized before the court instant; and prepare a written inventory of the items seized, and have then and there this writ, with your proceedings noted therein.
6. Do not interpret this writ as limiting your authority to seize all contraband and things the possession of which in itself is unlawful which you find incident to your search, or as limiting your authority to make otherwise valid arrest at the place described above.

Witness my hand on this the 20 day of January 2024.



Municipal Court Judge

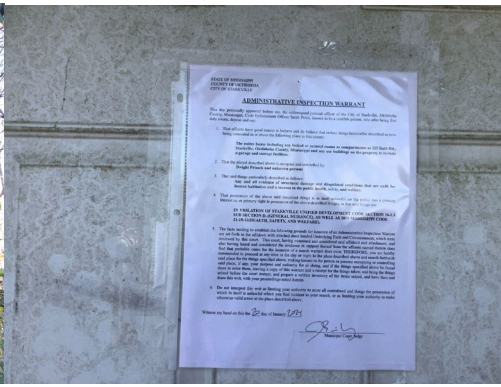
The Administrative Inspection Warrant was executed on Sunday, January 21, 2024, at approximately 15:39 hrs. Photographs were taken of the outside of the structure as well as some photographs taken through windows and open doors. A copy of the warrant was left taped to the front door and sent certified mail to the property owner.

(CALL CARD)

Call #	24-002295	Dispatcher	Perez, S
Date/Time	01/21/2024 15:39:47	Disposition	REPORT
Type	CODE ENFORCEMENT	Zone	
How Rcvd	OFFICER INITIATED		
Sent To Dispatch			
Location Address			
	325 RUTH DR		
	STARKVILLE, MS 39759		
Officer Information			
Badge - Name	Dispatched	Arrived	Cleared
Perez, S	15:39:47	15:39:47	15:50:01
Notes			
1/21/2024 3:40:07 PM	Perez, S	CASE #24-000011	
1/21/2024 3:40:09 PM	Perez, S	SERVING ADMINISTRATIVE WARRANT FOR	
		PHOTOGRAPHS OF DILAPIDATED STRUCTURES ON THE	
		PROPERTY	
		A COPY OF THE WARRANT WAS TAPED TO THE NORTH	
		SIDE OF THE STRUCTURE	
1/21/2024 3:40:43 PM	Perez, S		

(NORTH SIDE OF PROPERTY)





(WEST SIDE OF PROPERTY)



(SOUTH SIDE OF PROPERTY)



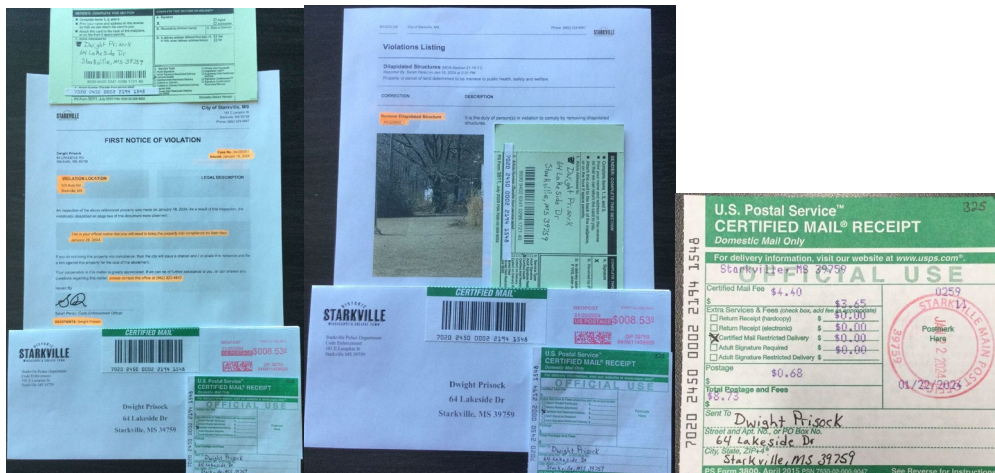


(EAST SIDE OF PROPERTY)



Certified letter of notice of violation and a copy of the warrant were sent to the property owner on Monday, January 22, 2024.

(NOTICE OF VIOLATION)





(ADMINISTRATIVE WARRANT)



Photographs below were taken by Officer Sarah Perez on Wednesday, February 7, 2024. The first public hearing notices were mailed to the property owner via certified mail and posted in the front window at City Hall. Also posted on the property on Thursday, February 8, 2024.

(PDF OF THE PUBLIC HEARING NOTICE)

Dewight Prisock and Roberta Prisock
64 Lakeside Dr.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

325 Ruth Rd. Starkville, MS 39759

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

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

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

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

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

Public Hearing notice mailed to the property owner on Wednesday, February 7, 2024.

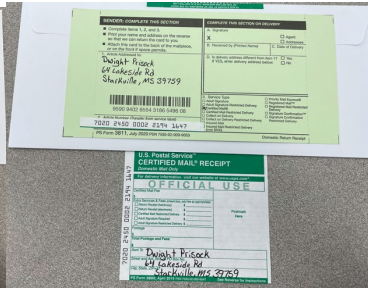
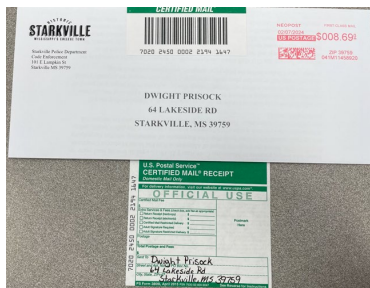
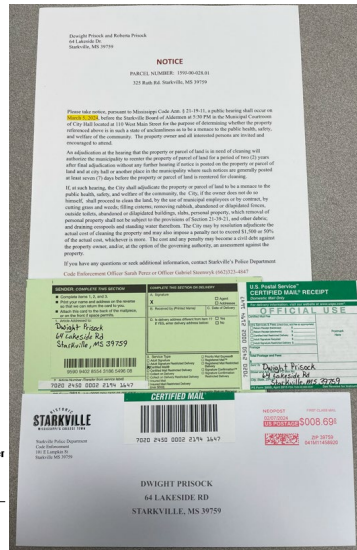
(PHOTOS OF CERTIFIED MAIL SENT)

Call # 24-004226
Date/Time 02/07/2024 15:28:04
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Location Address
POST OFFICE

Dispatcher PEREZ, S
Disposition REPORT
Zone

Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:28:04	15:28:04	15:50:30		
Notes					
2/7/2024 3:50:08 PM	PEREZ, S	MAILING CERTIFIED LETTERS OF NOTICE FOR PUBLIC HEARING ON CASE #S 24-000008, 24-000009, 24-000010, AND 24-000011			



(POSTED

AT CITY HALL IN WINDOW OF THE FRONT ENTRANCE)

Call # 24-004225
Date/Time 02/07/2024 15:19:04
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Location Address
110 E MAIN ST

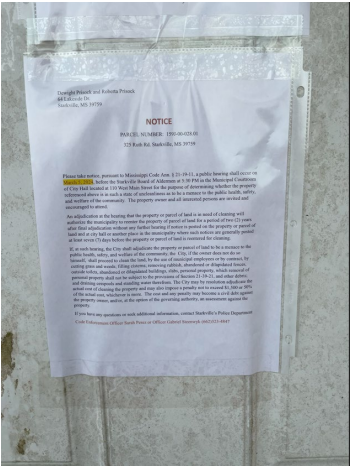
Dispatcher PEREZ, S
Disposition REPORT
Zone

Officer Information					
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	15:19:04	15:19:04	15:19:40		
Notes					
2/7/2024 3:19:29 PM	PEREZ, S	CASE #24-000011 325 RUTH RD			
2/7/2024 3:19:32 PM	PEREZ, S	PUBLIC HEAR NOTICE POSTED AT CITY HALL IN THE WINDOW AT THE FRONT ENTRANCE			



(CALL CARD) AND (POSTED ON THE STRUCTURE)

Call #	24-004319			Dispatcher	PEREZ, S	
Date/Time	02/08/2024 09:19:44			Disposition	REPORT	
Type	CODE ENFORCEMENT			Zone		
How Rcvd	OFFICER INITIATED					
Sent To Dispatch						
Location Address						
325 RUTH RD						
Officer Information						
Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number	
PEREZ, S	09:19:44	09:19:44	09:25:48			
STEENWYK, G	09:19:58	09:20:10	09:27:16			
Notes						
2/8/2024 9:19:55 AM		PEREZ, S	CASE #24-000011			
2/8/2024 9:20:29 AM		PEREZ, S	POSTING PUBLIC HEARING NOTICE ON THE STRUCTURE			
2/8/2024 9:20:44 AM		PEREZ, S	PHOTOS TAKEN FROM THE ROAD WAY			
2/8/2024 9:21:02 AM		PEREZ, S	THERE HAS BEEN NO CHANGE IN THE STATE OF THE PROPERTY			



The photographs below were taken by Officer Sarah Perez at the third inspection on Thursday, February 8, 2024.

(NORTH SIDE OF THE STRUCTURE)





(EAST SIDE OF THE STRUCTURE)



(SOUTH SIDE OF THE STRUCTURE) (WEST SIDE OF THE STRUCTURE)



Photographs below were taken by Officer Sarah Perez one week before submission of documents on Thursday, February 22, 2024 at approximately 14:46 hrs.

(CALL CARD)

Call # 24-006048
Date/Time 02/22/2024 14:46:47
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition REPORT
Zone

Location Address
325 RUTH RD

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	14:46:47	14:46:47	14:47:22		

Notes

2/22/2024 2:46:57 PM	PEREZ, S	CASE #24-000011
2/22/2024 2:46:59 PM	PEREZ, S	FINAL INSPECTION PHOTOS TAKEN FROM THE ROADWAY SHOWING NO PROGRESS IN REPAIRS TO THE PROPERTY



Photographs below were taken by Officer Sarah Perez on Wednesday, March 6, 2024. The second public hearing notices were mailed to the property owner via certified mail and posted in the front

window at City Hall. The notice of the second public hearing was also posted on the property and photos were taken of the property showing no change had been made.

(PDF OF THE PUBLIC HEARING NOTICE)

Dwight Prisock and Roberta Prisock
64 Lakeside Rd.
Starkville, MS 39759

NOTICE

PARCEL NUMBER: 159J-00-028.01

325 Ruth Rd. Starkville, MS 39759

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

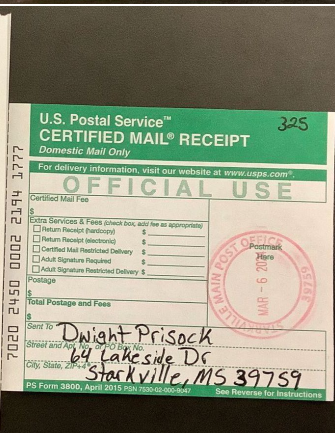
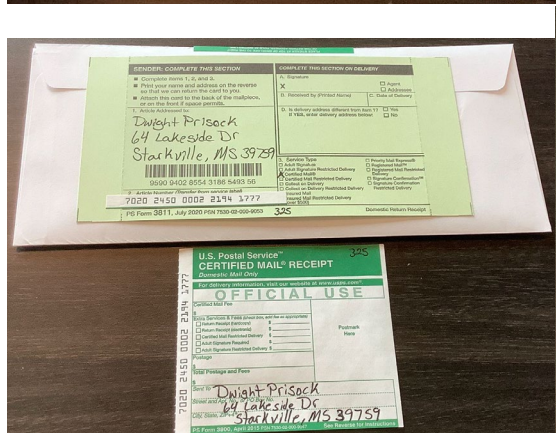
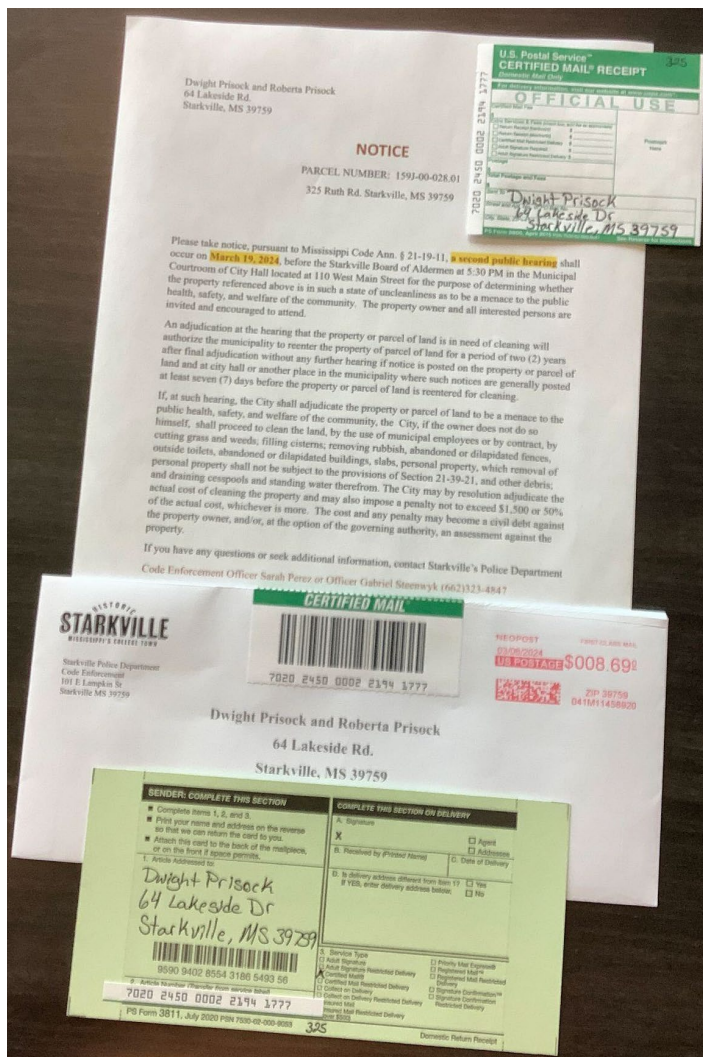
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of two (2) years after final adjudication without any further hearing if notice is posted on the property or parcel of land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

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

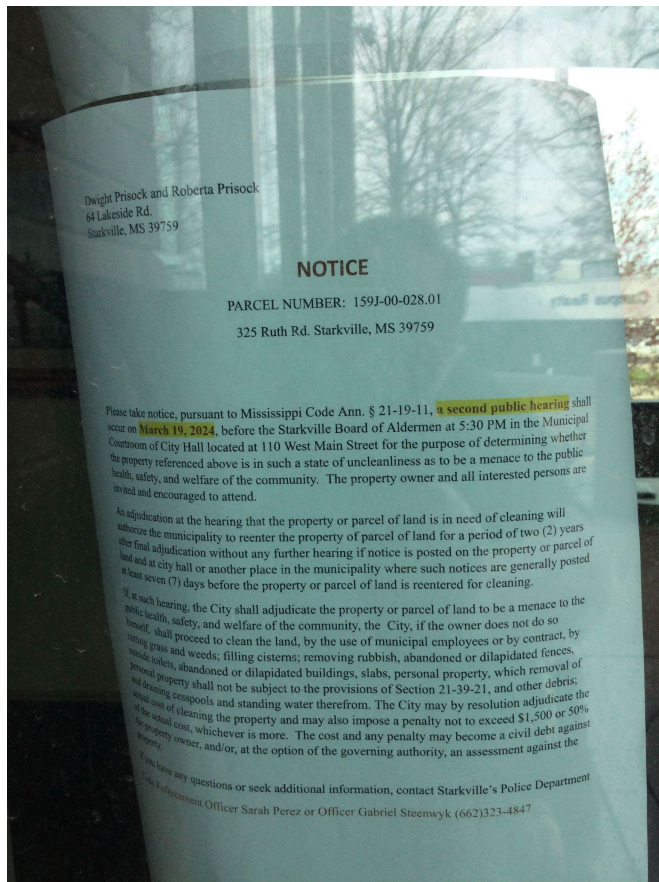
If you have any questions or seek additional information, contact Starkville's Police Department

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

(PHOTOS OF CERTIFIED MAIL SENT)



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



(CALL CARD)

Call # 24-007759
Date/Time 03/06/2024 10:14:11
Type CODE ENFORCEMENT
How Rcvd OFFICER INITIATED
Sent To Dispatch

Dispatcher PEREZ, S
Disposition NO ACTION
Zone

Location Address

325 RUTH RD

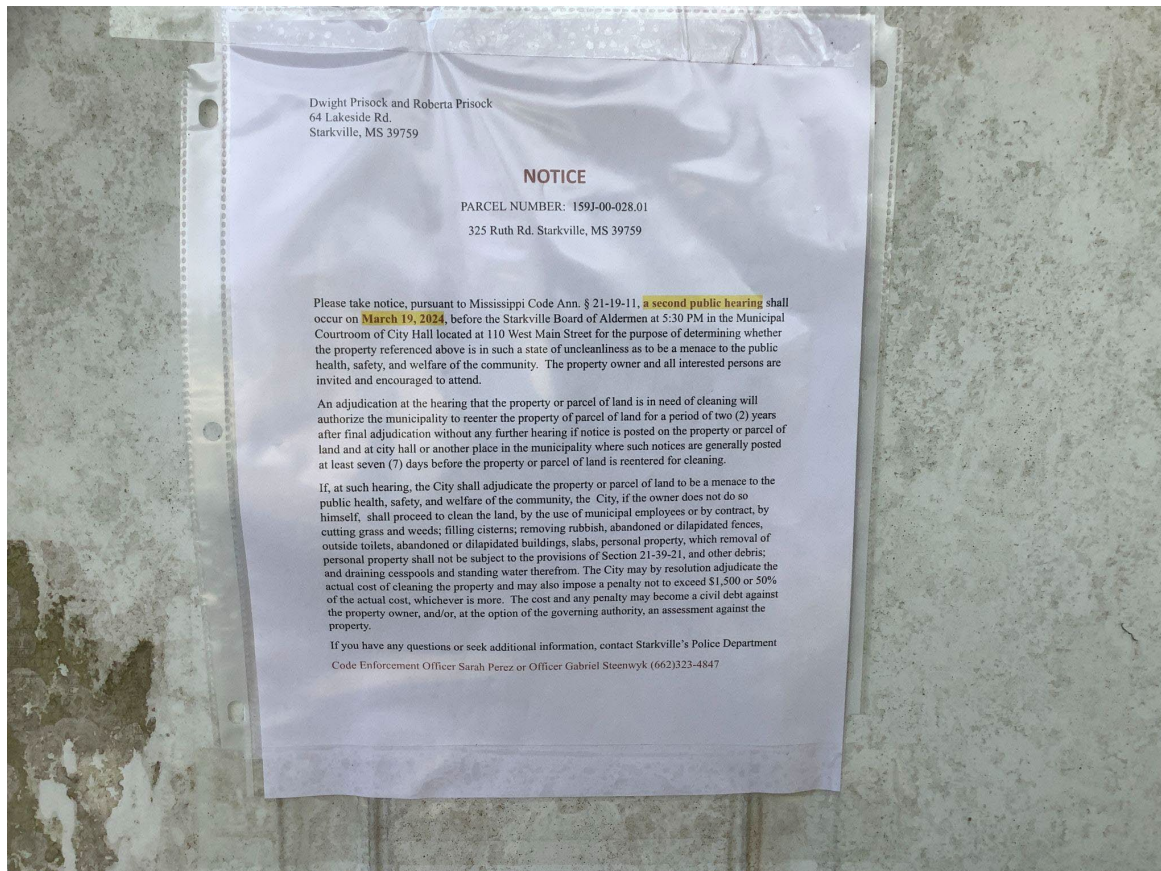
Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
PEREZ, S	10:14:11	10:14:11	10:20:15		
STEENWYK, G	10:14:21	10:14:34	10:21:14		

Notes

3/6/2024 10:19:53 AM	PEREZ, S	NOTICE OF SECOND PUBLIC HEARING POSTED
3/6/2024 10:20:07 AM	PEREZ, S	PHOTOS TAKEN SHOWING NO CHANGE

(POSTED ON THE STRUCTURE)





(NORTH SIDE OF THE STRUCTURE)



(NORTH EAST SIDE OF THE STRUCTURE)



(EAST SIDE OF THE STRUCTURE)



(SOUTH SIDE OF THE STRUCTURE)



(WEST SIDE OF THE STRUCTURE)



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

38. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 THAT THE BUILDING LOCATED AT 325 RUTH RD, STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 159J-00-028.01, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION WILL OCCUR.

Upon the motion of Alderman Moreland, duly seconded by Alderman Vaughn, for the Board of Aldermen to determine under Miss. Code Ann. § 21-19-11, that the building located at 325 Ruth Rd, Starkville, MS 39759, with the parcel number 159J-00-028.01, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community and such that demolition will occur, the Board voted as follows:

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

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

39. CONSIDERATION OF APPROVING THE 2024 STREET IMPROVEMENT PROJECT ROADWAY LISTING AND SCOPES OF WORK.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Perkins, for the Board of Aldermen to approve the 2024 Street Improvement Project roadway listing and scopes of work, the Board voted as follows:

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

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

City of Starkville 2024 Street Improvement List

No	Street	Project Limits (from)	Project Limits (to)	Classification	Road Rating	Work Type	Total Estimate with Contingency & Testing
1	Goldfinch Ln	Sandpiper Dr	Meadowlark Dr	Local	1	FDR, DBST	\$102,400
2	E Lampkin St	Fellowship St	S Jackson St	Major Collector	4	Overlay	\$234,100
3	Old West Point Rd	Hwy 182	E Garrard Rd	Major Collector	4	Overlay	\$465,000
4	Sand Rd	Louisville St	Dead End	Minor Collector	1	Overlay	\$280,615
5	S Washington St	Lampkin St	Bridge	Minor Collector	2	Overlay	\$72,400
6	Colonel Muldrow Dr	Russell St	University Dr	Minor Collector	3	Overlay	\$71,700
7	N Nash St	University Dr	Hwy 182	Minor Collector	3	Overlay	\$111,900
8	Reed Rd	W Garrard Rd	Hospital Rd	Minor Collector	3	Overlay	\$149,300
9	Carver Dr	Dead End	Dead End	Minor Collector	4	Overlay	\$196,000
10	Canna Ave	Gardenia Dr	Dead End	Local	2	Overlay	\$210,200
11	King Richard Rd	S Montgomery St	Lionheart Ln (north end)	Local	2	Overlay	\$141,400
12	Lionheart Ln	Locksley Way	King Richard Rd	Local	2	Overlay	\$57,600
13	Turnberry Ln	S Montgomery St	Royal Troon Rd	Local	2	Overlay	\$164,400
14	Plum Rd	Douglas McArthur Dr	Spruce Ln	Local	3	Overlay	\$161,300
15	Chickasaw Dr	Eutaw Dr	Dead End	Local	4	Overlay	\$29,000
16	N Apache Dr	W Garrard Rd	Dead End	Local	4	Overlay	\$51,900
17	Honeysuckle Ln	Magnolia St	Dead End	Local	4	Double Micro	\$6,667
18	Magnolia St	Linden Cir	Dead End	Local	4	Double Micro	\$13,900
19	Sycamore St	Willow Rd	Dead End	Local	3	Double Micro	\$87,800
20	Ash St	Linden Cir	Sycamore St	Local	4	Double Micro	\$7,600
21	Walnut Rd	Peach St	Sycamore St	Local	4	Double Micro	\$29,487
22	Beech Cir	Chestnut Dr	Dead End	Local	5	Double Micro	\$12,194
23	Chestnut Dr	Sycamore St (west)	Sycamore St (east)	Local	5	Double Micro	\$116,438
24	Elm Pl	Chestnut Dr	Linden Cir	Local	5	Double Micro	\$49,800
25	Linden Cir	Chestnut Dr	Louisville St	Local	5	Double Micro	\$85,477
26	Poplar Rd	Chestnut Dr	Linden Cir	Local	5	Double Micro	\$47,533
27	Peach St	Poplar Rd	Walnut Rd	Local	6	Double Micro	\$20,467
30	Mallory Ln	Abernathy Dr	Hwy 182	Minor Collector	5	Double Micro	\$128,800
28	John Calvin St	John Wesley Rd	Abernathy Dr	Local	5	Double Micro	\$35,389
29	John Wesley Rd	Dead End	Dead End	Local	5	Double Micro	\$34,429
31	Rutledge St	Abernathy Dr	Mallory Ln	Local	5	Double Micro	\$38,383
32	Colonial Circle	S Montgomery	Entire Street	Local	6	Crack Seal, Single Micro	\$96,689
33	Dunbrook Dr	S Montgomery	Briarwick Dr	Local	6	Crack Seal, Single Micro	\$33,385
34	Heritage Pl	Colonial Circle	Dead End	Local	6	Crack Seal, Single Micro	\$9,983
35	Pinewood Dr	S Montgomery	Briarwick Dr	Local	6	Crack Seal, Single Micro	\$31,844
36	Winterset Dr	Shadowood Ln	Dead End	Local	6	Crack Seal, Single Micro	\$28,841
37	W Gillespie St	Louisville St	S Jackson St	Minor Collector	7	Crack Seal, Fog Seal	\$24,751
38	Vine St	Hwy 12	E Gillespie St	Minor Collector	7	Crack Seal, Fog Seal	\$15,250
39	S Lafayette St	Roundabout	W Gillespie St	Minor Collector	7	Crack Seal, Fog Seal	\$13,214
40	Hancock St	Hwy 12	Spring St	Local	7	Crack Seal, Fog Seal	\$11,009
41	Spruill Industrial Rd	Lynn Lane	Industrial Park Rd	Local	7	Crack Seal, Fog Seal	\$23,428
42	W Main St	Ernest H Jones Jr Dr	Hwy 182	Minor Collector	8	Crack Seal, Fog Seal	\$5,823
43	Harlem St	Roosevelt Taylor Sr Dr	Dead End	Local	8	Crack Seal, Fog Seal	\$1,659
44	Roosevelt Taylor Sr Dr	W Main St	Hwy 182	Local	8	Crack Seal, Fog Seal	\$2,871
						Total =	\$3,512,326

40. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of March 11, 2024 for fiscal year ending 9/30/24, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

Having received a tie vote, the Mayor voted aye and declared the motion passed.

General Fund	001	\$ 302,314.81
Airport Fund	015	55,998.82
Sanitation / Environ Services	022	49,245.04
Capital Projects Fund	300	18,265.00
2022 GO Bonds	305	3,660.00
Parks Capital Project Fund (2023)	312	214,728.50
MS 182 / MLK Corridor	377	102,288.59
Sub Total Before Utilities		\$ 746,500.76
Utilities Dept.	SED	506,776.29
Total Claims	Total	\$ 1,253,277.05

41. MOTION TO ADJOURN UNTIL APRIL 2, 2024 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, for the Board of Aldermen to adjourn the meeting until April 2, 2024 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE 16TH DAY OF APRIL, 2024.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK



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

AGENDA ITEM: MINUTES
AGENDA DATE: 4-16-24
PAGE: 1 of 8

SUBJECT: Request approval of the minutes of the March 26, 2024 Special Call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the March 26, 2024 Special Call meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
MARCH 26, 2023 AT 11:00 A.M.**

Be it remembered that the Mayor and Board of Aldermen met in a Special Call Meeting on March 26, 2024 at 10:30 a.m. in the Second Floor Conference Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Mike Brooks, Hamp Beatty, Henry Vaughn, Sr. and Roy A'. Perkins. City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin were also present.

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

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO MEET ON **TUESDAY, MARCH 26, 2024, AT 10:30 A.M.**, IN THE STARKVILLE SECOND FLOOR CONFERENCE ROOM OF THE STARKVILLE CITY HALL LOCATED AT 110 WEST MAIN STREET, STARKVILLE, MISSISSIPPI 39759.

The specific subjects of the meeting are as follows:

- 1. CONSIDERATION OF A RESOLUTION TO SUPPORT A LOCAL AND PRIVATE BILL TO ALLOW FOR CITY WATER SERVICES TO BE PROVIDED WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE IF AN EXISTING WATER ASSOCIATION IS UNABLE TO PROVIDE SUCH SERVICE OR IF THE PUBLIC SERVICE COMMISSION MAKES SUCH A FINDING.**
- 2. CONSIDERATION OF A RESOLUTION SEEKING STAG GRANT FUNDING FOR IMPROVEMENTS TO THE WATER SYSTEM TO INCLUDE FUNDING FOR A WELL AND INFRASTRUCTURE TO SUPPORT THE TREATMENT PLANT AND SUPPLY LINES.**

Mayor Lynn Spruill read the meeting notice and called the meeting to order.

1. CONSIDERATION OF A RESOLUTION TO SUPPORT A LOCAL AND PRIVATE BILL TO ALLOW FOR CITY WATER SERVICES TO BE PROVIDED WITHIN THE CITY LIMITS OF THE CITY OF STARKVILLE IF AN EXISTING WATER ASSOCIATION IS UNABLE TO PROVIDE SUCH SERVICE OR IF THE PUBLIC SERVICE COMMISSION MAKES SUCH A FINDING.

Alderman Moreland offered a motion, seconded by Alderman Brooks, to adopt a Resolution to support a local and private bill to allow for city water services to be provided within the city limits of the City of Starkville if an existing water association is unable to provide such service or if the public service commission makes such a finding. The Board voted as follows:

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

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

RESOLUTION TO ACCEPT ANY WATER ASSOCIATION TERRITORIES WITHIN THE CITY OF STARKVILLE CITY LIMITS THAT ARE UNABLE TO SERVE OR ARE UNDERSERVING THE RESIDENTS OF THE CITY OF STARKVILLE OR THAT ARE FOUND TO BE IN VIOLATION BY THE PUBLIC SERVICE COMMISSION

WHEREAS, the Board of Aldermen of the City of Starkville, Mississippi (the "Board"), acting for and on behalf of the residents and citizens of Starkville and the future customers of the Starkville Utilities Department do hereby find and determine as follows:

1. The City of Starkville, the county seat of Oktibbeha County, and the home of Mississippi State University has experienced strong and unabated population and business growth over the past decade.
2. The City of Starkville has within its city limits several water associations with certificated areas that are separate and distinct from the service provided through Starkville Utilities.
3. The independent water associations within the city limits of Starkville are currently limiting or have the potential to limit the ability of the City of Starkville to grow its population and business community by being unable to provide adequate potable or fire protection water service to new residential and business developments.
4. The City of Starkville has the ability to work with water associations to support and supplement or to absorb those areas that cannot serve the water association certificated areas inside the city limits.
5. The City of Starkville through its Utilities Department is ready to provide necessary water services to the certificated areas identified as underserving or not serving its customers within such certificated territory.
6. It is in the best interest of the City of Starkville that such water service be provided to these areas in order to ensure all property owners within the city limits have the same level of service and therefore the same opportunity to grow and develop as those currently being served by Starkville Utilities.
7. It is in the best interest of the City of Starkville that if the applicable water associations are unable or unwilling to serve to the needs of those located in the certificated area that said water associations will cede that territory to the City of Starkville or will be required to reach an agreement to be supplemented through a negotiated agreement to provide adequate water for growth and development in accordance with the allowable zoning and desires of the property owners affected.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Aldermen of the City of Starkville do find that:

THE CITY OF STARKVILLE IS ABLE AND WILL ACCEPT THE CERTIFICATED AREA INSIDE THE CITY LIMITS OF THOSE WATER ASSOCIATIONS LOCATED WITHIN THE CITY LIMITS OF STARKVILLE THAT ARE UNABLE OR UNWILLING TO CONNECT OR SUPPORT THE HIGHEST AND BEST USE OF THE PROPERTY OWNERS OR THAT ARE FOUND BY THE PUBLIC SERVICE COMMISSION TO BE OUT OF COMPLIANCE WITH COMMISSION REQUIREMENTS.

Upon the motion of Alderman Moreland, duly seconded by Alderman Brooks for the Board of Aldermen to approve the Resolution, the Board of Aldermen voted after discussion, in favor of the foregoing resolution as follows:

Ward 1	Kim Moreland	yea
Ward 2	Sandra Sistrunk	yea
Ward 3	Jeffrey Rupp	absent
Ward 4	Mike Brooks	yea
Ward 5	Hamp Beatty	yea
Ward 6, Vice Mayor	Roy A'. Perkins	yea
Ward 7	Henry S. Vaughn	yea

This the 26th day of March, 2024


D. Lynn Spruill, Mayor

Attest


Lesa Hardin, City Clerk



2. CONSIDERATION OF A RESOLUTION SEEKING STAG GRANT FUNDING FOR IMPROVEMENTS TO THE WATER SYSTEM TO INCLUDE FUNDING FOR A WELL AND INFRASTRUCTURE TO SUPPORT THE TREATMENT PLANT AND SUPPLY LINES.

Alderman Brooks offered a motion, seconded by Alderman Beatty, to adopt a Resolution seeking STAG Grant funding for improvements to the water system to include funding for a well and infrastructure to support the treatment plant and supply lines. The Board voted as follows:

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

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

The Resolution follows this page.

**RESOLUTION TO APPLY FOR AN EPA STAG DRINKING WATER-STATE
REVOLVING FUND TO SUPPORT THE UPGRADE AND IMPROVEMENTS TO THE
CITY OF STARKVILLE WATER SYSTEM**

WHEREAS, the Board of Aldermen of the City of Starkville, Mississippi (the "Board"), acting for and on behalf of the residents and citizens of Starkville and the future customers of the Starkville Utilities Department do hereby find and determine as follows:

1. The City of Starkville, the county seat of Oktibbeha County, and the home of Mississippi State University has experienced strong and steady growth over the past decades and the area is anticipated to continue that growth in the coming years. The City of Starkville wants to foster and support that growth as this area is one of the few in the State of Mississippi that has exhibited such economic development activity.
2. The safe and reliable delivery of water and the maintenance and development of infrastructure integrity is a critical component of the services necessary for a municipality to provide to its businesses and residents.
3. The City of Starkville has conducted an evaluation of the water system to assess performance and capacity of existing infrastructure and to address future needs for the next twenty (20) years.
4. The growth of the City of Starkville and our provision of supplemental water to surrounding rural water associations is setting the City on a steeper trajectory for needing to meet those demands than previously anticipated. The installation of one new well, a large diameter supply line and water treatment plant for removal of iron and manganese is proposed as the first step to reduce the stress of excessive run times of existing wells allowing for much needed repairs and maintenance and reduce the risk of losing water systemwide.
5. The assessment shows a need for immediate repairs and additional condition assessments to all seven existing groundwater wells and all three water treatment plants. A second ground water well, large diameter supply line and pressure filter are also proposed as part of these needs. These improvements will allow for the replacement of infrastructure that is coming to the end of its useful life.
6. The use of the STAG grant will be a direct and immediate benefit to the current residents; allow for compliance as well as future growth and expansion in the underserved areas. It will thus be a responsible use of the funds from taxpayers' dollars. The proposed improvements will affect directly those who pay into the system with a return on that investment through tangible, impactful and daily results of such an investment.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Aldermen of the City of Starkville do find that:

THE APPLICATION FOR A COMMUNITY PROJECT FUNDING GRANT REQUEST FROM THE U.S. HOUSE OF REPRESENTATIVES AND THE UNITED STATES SENATE IS THE PRUDENT AND MOST RESPONSIBLE APPROACH TO CONTINUE TO PROVIDE QUALITY RELIABLE WATER SERVICE FOR THE RESIDENTS AND CUSTOMERS OF THE STARKVILLE UTILITIES DEPARTMENT AND THAT SUCH AN APPLICATION IS IN LINE WITH THE INTENT OF THE CONGRESSIONAL LEGISLATION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Beatty for the Board of Aldermen to approve the Resolution, the Board of Aldermen voted after discussion, in favor of the foregoing resolution as follows:

Ward 1	Kim Moreland	yea
Ward 2	Sandra Sistrunk	yea
Ward 3	Jeffrey Rupp	absent
Ward 4	Mike Brooks	yea
Ward 5	Hamp Beatty	yea
Ward 6, Vice Mayor	Roy A'. Perkins	yea
Ward 7	Henry S. Vaughn	yea

This the 26th day of March, 2024


D. Lynn Spruill, Mayor

Attest:


Lesa Hardin, City Clerk



3. MOTION TO ADJOURN.

Alderman Sistrunk offered a motion, seconded by Alderman Beatty, to adjourn the Special Call meeting. The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the meeting adjourned.

SIGNED AND SEALED THIS THE 16TH DAY OF APRIL, 2024

Attest:

D. LYNN SPRUILL, MAYOR

Lesa Hardin, City Clerk

(SEAL)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 16, 2024
PAGE: Page 1 of 11

SUBJECT:

Public Hearing and consideration of RZ 24-01 a request to Rezone the former Bus Depot located at 220 West Gillespie Street from S-E to TN-E zoning district.

SUMMARY:

This is a request Hagan Walker on behalf of Starkville Oktibbeha Consolidated School District to rezone the former Bus Depot located at 220 West Gillespie Street from S-E (Special Educational) to TN-E (Traditional Neighborhood New). The request to rezone is based on a change in condition. Starkville Oktibbeha Consolidated School District is actively marketing the property for sale. The current zoning designation of S-E (Special Educational) is primarily only for educational uses. Those uses include any public or private institution providing educational services to grades PK-12, higher education, specialized professional, or vocational training. With the sale on the property, the educational use ceases to be the primary use. Thus, a change in condition will occur with the property and within the neighborhood. The applicant is in the process of purchasing the property to convert the existing structure into a residence. The surrounding properties are zoned TN-E (Traditional Neighborhood Existing) and consist of single-dwelling residential uses. The proposed zoning is the same as the surrounding property. Therefore, assuring that any future use is compatible. Thus, there is a public need to rezone the property to increase the amount of residential property in the area and prevent any incompatible uses..

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

1. 29 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 March 19, 2024.
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 April 9, 2024 Planning and Zoning Commission meeting, the Commission voted unanimously to recommend approval of the request based on change in conditions.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136
Lyle McCaskey @ 662-323-2525 ext 3130

SUGGESTED MOTION:

Move approval of RZ 24-01 a request to Rezone 220 West Gillespie Street from S-E to TN-E zoning designation based on change in condition.

ORDINANCE NO. 2022-__

ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI REZONING 220 WEST GILLESPIE STREET FROM S-E (SPECIAL EDUCATIONAL) TO TN-E (TRADITIONAL NEIGHBORHOOD EXISTING)

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 described in Exhibit "A" ("RZ 24-01 Zoning") from S-E (Special Educational) to TN-E (Traditional Neighborhood Existing); and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public rezoning hearing was given as required by law 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, and input from citizens and others, the City of Starkville finds that the zoning classification for the Subject Property should be changed from S-E (Special Educational) to TN-E (Traditional Neighborhood Existing) as set forth herein, first finding, based on the Staff Report Case RZ 24-01 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 a change in the neighborhood has occurred with a public need for the rezoning; and

WHEREAS, consistent with the findings herein the Subject Properties should be rezoned from S-E (Special Educational) to TN-E (Traditional Neighborhood Existing) 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 should be and the same is hereby rezoned and classified by the City of Starkville, Mississippi as TN-E (Traditional Neighborhood Existing) 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 Carver 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 Deputy City Clerk

before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

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

ORDAINED AND APPROVED, this the 16th day of April, 2024, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

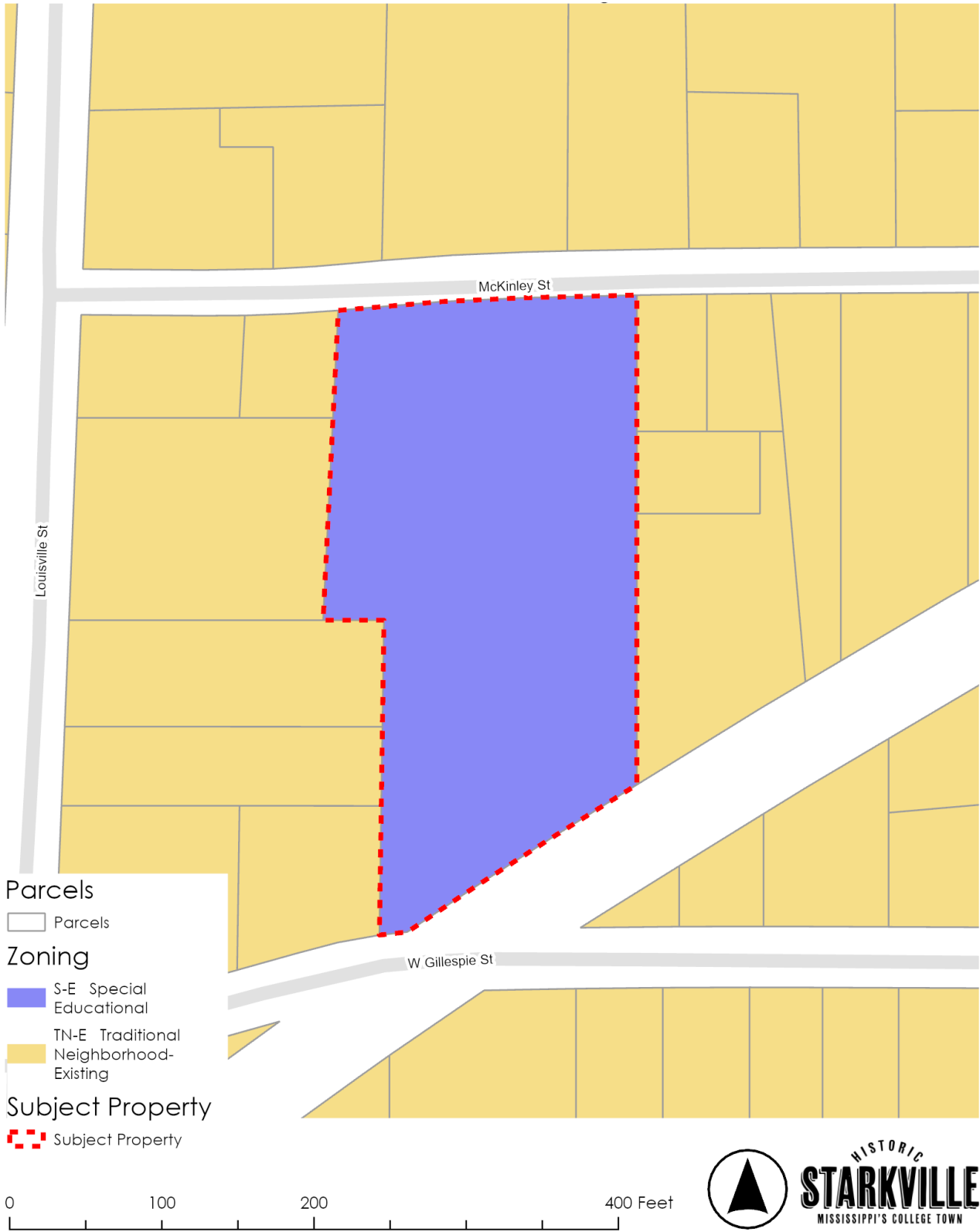
City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesha Hardin, City Clerk

Exhibit "A" - RZ 24-01 Zoning



Proof of Publication

AFFP

Public hearings Bus Depot

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Ashley Doss, being duly sworn, says:

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

March 19, 2024

There will be two public hearings for a Rezoning request for the former Bus Depot located at 220 West Gillespie Street from S-E to TN-E zoning district with parcel number 102B-00-042.00. The property is described as follows:

Lot 4B, Lot 5, Lot 1 B, and Lot 1 C of Block 48 of the City of Starkville, Mississippi, according to the A.L. Goodman Official Map of said City, 1951 Edition. The Planning and Zoning Commission will hold the first public hearing at the City of Starkville, City Hall Courtroom on the 1st floor at 110 West Main Street, on Tuesday, April 9, 2024, at 5:30 PM.

If approval or denial is recommended by the Planning and Zoning Commission, that recommendation and any specific conditions shall be forwarded to the Mayor and Board of Aldermen for their binding decision at the second public hearing for the request at the City of Starkville, City Hall Courtroom, 110 West Main Street, on Tuesday, April 16, 2024, at 5:30 PM. You may appear and be heard at both hearings.

Daniel Havelin, City Planner
Lyle McCaskey, Assistant City Planner

Publish: March 19, 2024

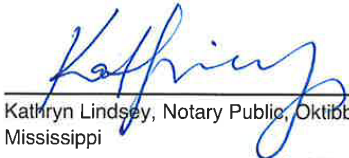
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 19th day of March 2024.



Kathryn Lindsey, Notary Public, Oktibbeha County, Mississippi

My commission expires: July 23, 2027



00000131 00103806 662-323-4961

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



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 24-01 a request to Rezone the former Bus Depot located at 220 West Gillespie Street from S-E to TN-E zoning district
Date: April 9, 2024

The purpose of this report is to provide information regarding a rezoning request by Hagan Walker on behalf of Starkville Oktibbeha Consolidated School District to rezone the former Bus Depot located at 220 West Gillespie Street from S-E to TN-E zoning district with property #102B-00-042.00. Please see attachments 1- 4.

REASON FOR AMENDMENT

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 request to rezone is based on a change in condition. Starkville Oktibbeha Consolidated School District is actively marketing the property for sale. The current zoning designation of S-E (Special Educational) is primarily only for educational uses. Those uses include any public or private institution providing educational services to grades PK-12, higher education, specialized professional, or vocational training. With the sale on the property, the educational use ceases to be the primary use. Thus, a change in condition will occur with the property and within the neighborhood. The applicant is in the process of purchasing the property to convert the existing structure into a residence. The surrounding properties are zoned TN-E (Traditional Neighborhood Existing) and consist of single-dwelling residential uses. The proposed zoning is the same as the surrounding property. Therefore, assuring that any future use is compatible. Thus, there is a public need to rezone the property to increase the amount of residential property in the area and prevent any incompatible uses.

ZONING DISTRICT COMPARISON

The primary differences between the existing and proposed zoning districts are their allowed uses and base dimensional standards. Attachment 3 compares the allowed uses, and Attachment 4 compares the base dimensional standards of the zoning districts.

NOTIFICATION

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

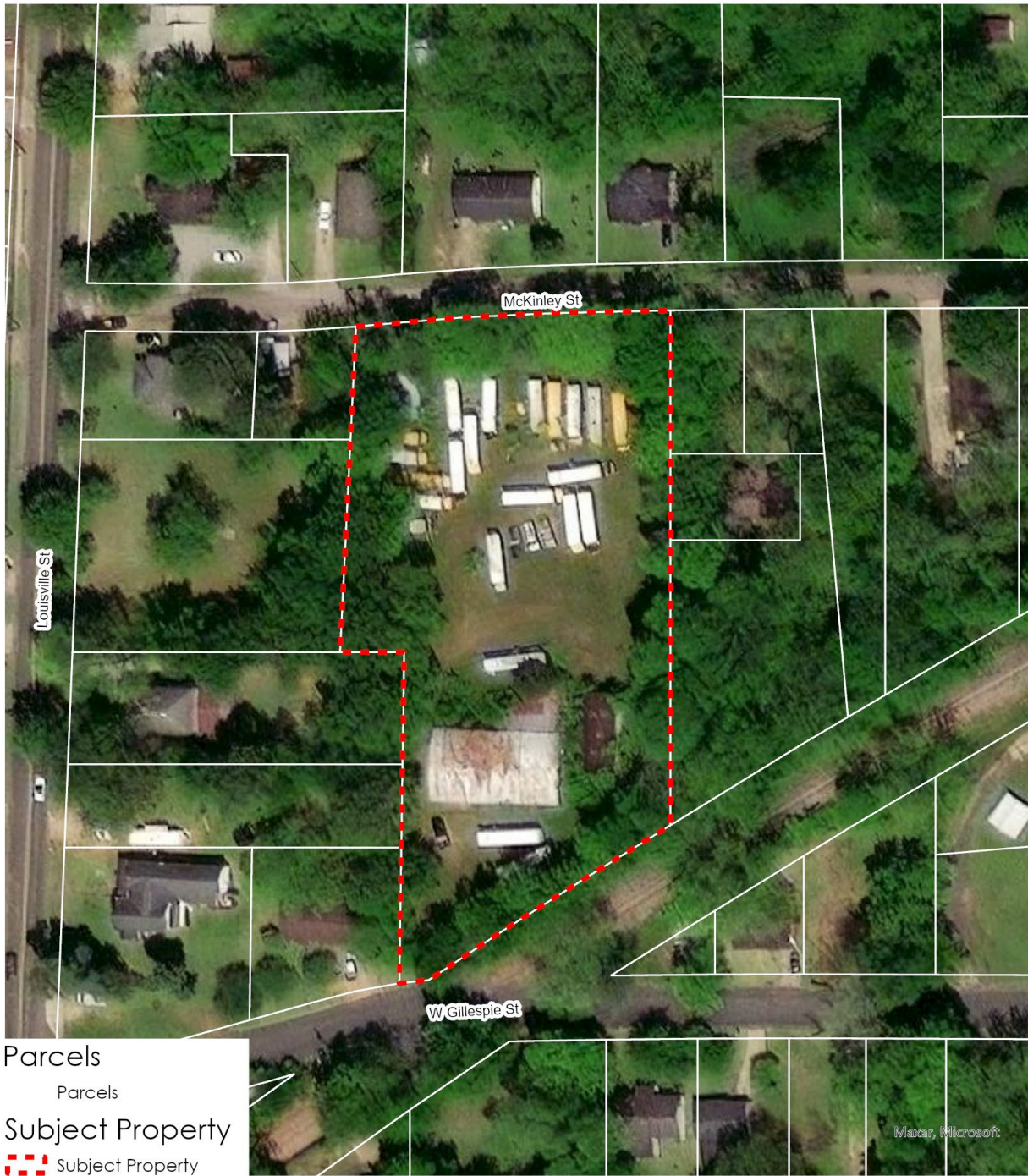
1. 29 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on March 19, 2024.
3. A sign was posted on the property in a conspicuous location.

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).

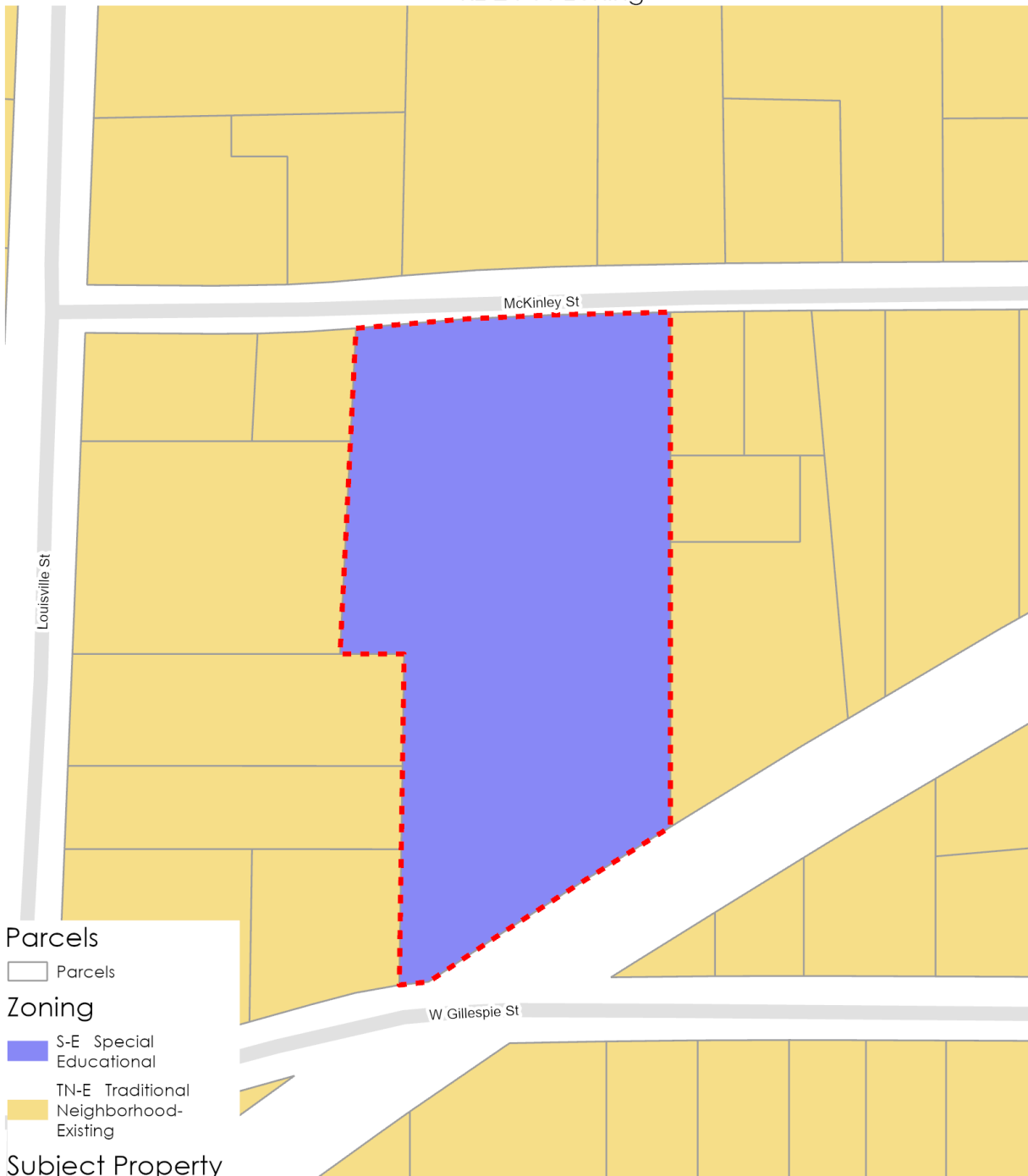
Attachment 1
RZ 24-01 Aerial



0 100 200 400 Feet



Attachment 2
RZ 24-01 Zoning



0 100 200 400 Feet



HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 3- Comparison between the allowed uses

Residential	TN-E	S-E	Commercial-conf.	TN-E	S-E
Dwelling, Detached	P	--	Micro-Breweries and Small Batch Distilleries	--	--
Dwelling, Accessory Unit	SE	--	Mini-Storage	--	--
Dwelling, Attached Duplex	SE	--	Mortuaries & Funeral Homes	--	--
Dwelling, Attached Triplex	--	--	Offices- Medical	--	--
Dwelling, Townhouse/ Rowhouse	SE	--	Offices- Professional	UE SE	--
Dwelling, Multiplex	--	--	Recreational and Entertainment:	--	--
Dwelling, Apartment	--	--	Indoors-Commercial		
Dwelling, Manufactured and Modular Home	--	--	Recreational and Entertainment: Outdoors-Commercial	--	--
Home Occupations	A	--	Private Recreational Clubs or Facility	--	--
Mixed-Use Building	SE	--	Recreational Vehicle Park	--	--
Residential First Floor	P	--	Retail Sales and Services- Inside Only	UE SE	--
Institutional	TN-E	S-E	Retail Sales and Services- with Outside Displays	--	--
Assisted Living Facility	--	--	Studios - Art, Craft, Music,	UE SE	--
Care Centers	--	--	Dance, and Fitness	SE	
Care Home	A	--	Theaters	--	--
Cemetery	--	--	Vehicle Repair and Maintenance	--	--
Community and Civic Associations	--	P	Industrial	TN-E	S-E
Convalescent, Rest, and Nursing Homes	--	--	Airport	--	--
Educational Facilities	--	P	Heliport	--	A
Fraternity and Sorority House	--	--	Borrow Pit, Soil Fill Site, and Soil Storage Site	--	--
Group Care Home or Facility	--	--	Landfill	--	--
Hospital	--	--	Manufacturing and Industrial Heavy	--	--
Life Care Communities	--	--	Manufacturing and Industrial Light	--	--
Municipal Buildings and Facilities	UE SE	P	Mining and Quarrying	--	--
Parks, Open Space, and Greenways	P	P	Outdoor Storage	--	--
Places of Worship	UE SE	UE SE	Research and Development Facilities	--	--
Public Buildings and Facilities	UE SE	UE SE	Salvage Yard	--	--
Commercial	TN-E	S-E	Trades and Skilled Services	--	--
Adult Oriented Business	--	--	Warehousing, Distribution, & Wholesale Services	--	--
Animal Boarding Facilities	--	--	Other	TN-E	S-E
Animal Hospital, Clinic, or Grooming Facility	SE	--	Accessory Use or Structures (excluding dwellings)	A	A
Banks and Financial Institutions	--	--	Agriculture and Forestry	A	A
Bed and Breakfast Establishments	UE SE	--	Firing Range	--	--
Car Title Loan, Payday Advance, or Loan Business	--	--	Parking Lots and Garages	--	SE
Conference and Convention Center	--	--	Telecommunication Facilities	SE	SE
Convenience Store and Gas Station	--	--	Temporary Uses	A	A
Convenience Store and Truck Stop	--	--	Portable Telecommunication Facilities	A	A
Eating & Drinking Establishments	UE	--	Special Event Facility	SE	--
Food Truck	UE	--	Small Cell Telecommunication Facilities	P	P
Hotels, Motels, or Inns	--	--			
P = Permitted Use A= Permitted Use with Additional Standards UE = Use Exception SE = Special Exception -- =Not Permitted					

Attachment 4- Comparison between the base dimension standards

Base Dimensional Standards Comparison			
Special Use Educational		Detached and Attached Duplex Dwelling	
A. Lot Dimensions	S-E	A. Lot Dimensions	TN-E
A1 Lot size (min)	*	A1. Lot size per unit in sq. ft (min.)	5500
A2 Lot width (min)	*	A2. Lot width (min.)	45'
		A3. Lot width at corner (min.)	55'
B. Building/Structure Setbacks	S-E	B. Principal Building Setbacks	TN-E
B1 Front setback min	25' or infill standards	B1. Front setback	15' or infill standards
B2 Side setback	10'	B2. Side setback (min.)	5' or infill standards
B3 Side setback adjacent to detached residential	50'	B3. Side setback corner lot (min.)	15' or see infill
B4 Side setback adjacent to street	20' or infill standards	B4. Rear setback (min.)	15'
B5 Rear setback	20'	B5. Rear setback adjacent to street or alley (min.)	15'
B6 Rear setback adjacent to detached residential	50'		
C. Accessory Structure Setbacks	S-E	C. Accessory Dwelling Unit/Structure Setbacks	TN-E
C1 Front setback	20'	C1. Front setback	Behind rear wall of principal building
C2 Side setback	10'	C2. Side setback	5' min
C3 Side setback adjacent to street	20'	C3. Side setback corner lot (min.)	10'
C4 Rear setback	10'	C4. Rear setback	5', minimum of 10' from any structure
		C5. Rear setback adjacent to alley for garages (min.)	15'
		C6. Structures housing livestock (min.)	N/A
D. Parking Setbacks	S-E	D. Parking Setbacks	TN-E
D1 From primary and adjacent streets	5' **	D1. From primary street	See infill standards
D2 From adjacent residential	20' **		
E. Height	S-E	E. Height	TN-E
E1 Principal building(s) (max)	**	E1. Principal building(s) (max)	30', 2 story
E2 Accessory structure(s) (max)	15', 1 story	E2. Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
		E3. Accessory structure agricultural use	15'
F. Pedestrian Access	S-E	F. Pedestrian Access	TN-E
F1 Street-facing primary entrance along street	yes	F1. Street-facing primary entrance along street	yes
lots must be of a sufficient size to accommodate the		() For lots existing prior to establishment of current zoning,	
**see additional development standards for proposed use			



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

AGENDA ITEM DEPT.: Mayors Office
AGENDA DATE: April 16, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of rescinding the Memorandum of Agreement between the City of Starkville and Mississippi Transportation Commission dated August 12, 2016.

SUMMARY: This was an effort to provide some access to the City property that was formerly a lagoon. An agreement was reached the negated the need for the MOA.

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 the resolution mutually terminating the Memorandum of Agreement between the City of Starkville and the Mississippi Transportation Commission dated August 12, 2016.

Intersection of SR 12 and Pat Station Road
Starkville, MS
Oktibbeha County

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
THE CITY OF STARKVILLE, MISSISSIPPI**

This Memorandum of Agreement (this "Agreement") is executed by and between the City of Starkville, located in Oktibbeha County, Mississippi (hereinafter "City"), a municipal corporation of the State of Mississippi, acting by and through its duly authorized Mayor, and the Mississippi Transportation Commission (hereinafter "Commission"), a body corporate of the State of Mississippi, acting through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") effective as of the last date of execution hereof.

WHEREAS, Sections 65-1-8 and 65-1-75 of Mississippi Code Annotated (1972) authorize the Commission to enter into cooperative agreements with cities in the State of Mississippi for the construction and maintenance of interconnections between the state designated highway system and streets of the municipalities; and

WHEREAS, a portion of an easement owned by the City of Starkville that extends from the 1962 location of Pat Station Road southerly to the parcel of property known as the Starkville sewage lagoon was not acquired by the Commission during the acquisition of right of way to expand and relocate State Route 12 from the MSU campus to the U.S. Highway 82 bypass; and

WHEREAS, the parties wish to correct the matter by commitments to take actions hereinafter described; and

WHEREAS, the Commission and City desire to work in coordination and cooperation with each other in a government-to-government relationship for the benefit of both parties; and

NOW THEREFORE, for and in consideration of the stated premises and agreements of the parties as herein contained, it is agreed as follows:

THE COMMISSION SHALL:

1. Upon execution of this agreement by both parties, commence acquisition of right of way to provide for a connection from the current location of Pat Station Road east of State Route 12 outside the state-maintained limits of the intersection to the easement rights which extend from the southern boundary of the intersection of State Route 12

and Pat Station Road to the sewage lagoon located to the south thereof. A drawing illustrating the area to be acquired is attached here to as Exhibit 1.

2. Upon successful completion of the acquisition of the right of way to make the connection to the City's easement, convey title to the City by execution of a quitclaim deed provided by MDOT at its cost and expense.
3. The legal description for the territory described in the quitclaim deed shall be obtained by MDOT at its cost and expense.

THE CITY SHALL:

1. Accept conveyance of the property necessary to make the connection and take responsibility for any pavement or other improvements to the connection as it deems necessary. The City shall not be under any duty or obligation to pave or otherwise improve the deeded territory. Any decision to pave or otherwise improve the deeded territory shall be in the City's sole discretion.
2. Fully and finally release any claim for compensation that it may have with respect to the easement rights that were included as part of the MDOT project, by execution of a release or a quitclaim deed for the property rights encumbered by the MDOT SR 12 project.
3. Hold the Commission harmless for any claims made to the extent allowed by Section 65-1-75 of the Mississippi Code of 1972.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That the above referenced conveyance to the City shall satisfy any and all claims that the City may or will have arising out of the actions or lack thereof with respect to compensation and damages for the easement rights under the present right of way of SR 12.
2. That the Commission executes its orders and directives through the Mississippi Department of Transportation. All notices and correspondence with the Commission shall be directed to the designated agent shown below. Similarly, the City executes all of its orders and directives through the Mayor. All notices and correspondence with the City shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement.

The designated agents for the parties are:

Intersection of SR 12 and Pat Station Road
Starkville, MS
Oktibbeha County

COMMISSION:

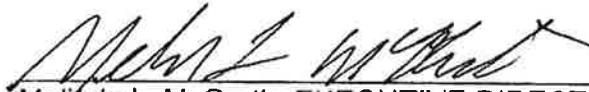
District One Engineer
Tupelo District Office
P.O. Box 2060
Tupelo, MS 38803-2060
Telephone: 662-842-1122
Facsimile: 662-844-5731

CITY:

Mayor Parker Wiseman
City of Starkville, MS
110 West Main Street
Starkville, MS 39759
Telephone: 662-323-2525
Facsimile: 662-323-4143

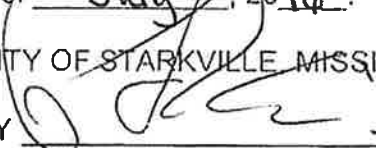
Authorized by the Commission on the 12th day of July, 2016 Minute Book
20, at Page 199 and executed this 12th day of August, 2016.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

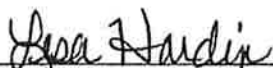

Melinda L. McGrath, EXECUTIVE DIRECTOR

Authorized by the Board of Aldermen of the City of Starkville, on the 5th day of
July, 2016, per Order found in Minute Book _____, at Page _____
and executed this the 6th day of July, 2016.

CITY OF STARKVILLE, MISSISSIPPI

BY 
Parker Wiseman, MAYOR

ATTEST:


City Clerk



EXCERPT FROM THE MINUTES OF THE MEETING OF THE
MISSISSIPPI TRANSPORTATION COMMISSION, JULY 12, 2016

Upon motion duly made with Commissioners Dick Hall, Mike Tagert and Tom King each voting yes, under the authority of the Commission, in conformity with and as spread on its minutes, the Executive Director is hereby authorized to execute a Memorandum of Agreement between the Commission and the City of Starkville related to the acquisition of a parcel of right of way near the interchange of SR 12 and Pat Station Road in Oktibbeha County. The agreement provides that MDOT will acquire the right of way and then transfer it to the City.

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Amy Hornback, Secretary, Mississippi Transportation Commission, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Mississippi Transportation Commission of record in Minute Book 20, Page 199, of the Official Minutes of said Commission on file in its offices in the City of Jackson, Mississippi, duly adopted on the 12th day of July, 2016.

Witness my hand and official seal this the 11th day of August A.D., 2016.



AMY K. HORNBACK, SECRETARY
TRANSPORTATION COMMISSION
STATE OF MISSISSIPPI



**MUTUAL TERMINATION OF
MEMORANDUM OF AGREEMENT BETWEEN
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
THE CITY OF STARKVILLE, MISSISSIPPI**

Whereas, the Mississippi Transportation Commission (Commission) and the City of Starkville (City) entered into an agreement dated August 12, 2016 that provided for the acquisition of a parcel of land by the Commission on behalf of the City near the intersection of Pat Station Road and MS Highway 12 within the Starkville city limits; and

Whereas, in furtherance of the agreement, the Commission commenced an eminent domain action against the necessary property owner but subsequently the City and the defendant property owner were able to reach an agreement that eliminates the need for the acquisition of land by the Commission; and,

Whereas, the Commission and the City agree that the purpose of the August 12, 2016 agreement is no longer necessary and that the agreement should be terminated; and,

Now, therefore, for and in consideration of the mutual benefits accruing to each party, the Commission and the City hereby terminate the Memorandum of Agreement entered into on August 12, 2016 for the purpose stated above.

Witness the signatures of the duly authorized Executive Director and Mayor on the respective dates shown below:

MISSISSIPPI TRANSPORTATION COMMISSION

DATE: _____

BRAD WHITE, EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

MB _____ PAGE _____

CITY OF STARKVILLE

DATE: _____

LYNN SPRUILL, MAYOR

ATTEST:

CITY CLERK



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

AGENDA ITEM DEPT.: Board Business

AGENDA DATE: April 16, 2024

PAGE: Page 1 of 10

SUBJECT:

Consideration of proposed revised façade colors for 732 Whitfield Street as part of SE 23-06 a Special Exception to allow for an exception from development standards related to the façade colors.

SUMMARY:

Martisa and Edwaldson Francois, on behalf of Empowerment Station Academy, requested a special exception to allow for a deviation from the development standards related to the façade colors at 732 Whitfield Street in a CN (Commercial Neighborhood) zoning district with the property number 102C-00-118.00. The applicant's original request was to use non-earth tone colors like bright yellow, green, blue, and purple (Attachment #3 of the Staff Report) on the street-facing façade of the building. The applicant was notified by Code Enforcement on November 14, 2023, that the colors used to paint the building were not permitted and violated the Unified Development Code's development standards. After notification of the violation, the applicant chose to apply for a Special Exception to keep the current colors in place. Section 14.6 of the Unified Development Code requires that "The primary facade colors shall be low reflectance, subtle, neutral, or earth tones. The use of high-intensity, metallic flake, or fluorescent colors is prohibited". Section 3.4.1 of the Unified Development Code also requires that any request to deviate from the development requirements that are non-dimensional requires a Special Exception.

During the February 6, 2024, Board of Aldermen meeting, Alderman Sistrunk, duly seconded by Alderman Perkins, made a motion to deny SE 23-06 and recommend that the applicant reapply with the planning department with modifications to come directly back to the Board of Aldermen, thus saving time going to other committees.

On February 9, 2024, Mr. Francois came to city hall and spoke with Daniel Havelin and Lyle McCaskey about options that could be brought back before the board of aldermen. Upon the conclusion of this meeting, Mr. Francois indicated that they would paint the building a tan or grey color and that if they wanted to do anything else, it would be through Mrs. Francois.

On March 27, 2024, Mrs. Francois met with Lyle McCaskey through Google Meet and discussed options such as the use of awnings with high-intensity colors. Upon the conclusion of the meeting, Mrs. Francois indicated that she was not interested in the other options and instead wanted to paint the entire building purple. Upon review of this request, a response was sent to Mrs. Francois by email (Attachment A and B) indicating that she may ask the board for that color, but it did deviate from the development requirements in section 14.6 of the Unified Development Code and could not be recommended for approval by staff.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

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

SUGGESTED MOTION:

Attachment #A
March 28th Email



Lyle McCaskey <l.mecaskey@cityofstarkville.org>

Exterior Paint Color | 732 Whitfield

Lyle McCaskey <l.mecaskey@cityofstarkville.org>

Thu, Mar 28, 2024 at 8:00 AM

To: Martisa Francois <empoweredforlifeinc@gmail.com>

Cc: Daniel Havelin <d.havelin@cityofstarkville.org>

Bcc: Bonnie Brumley <b.brumley@cityofstarkville.org>, Stein McCmullen <smcmullen@cityofstarkville.org>

Good Morning Mrs. Francois,

After looking at the color purple that is currently on the building both Daniel and I agreed that it does not meet the description of a color that is low reflectance, subtle, neutral, or earth tone. You may request before the board to keep the color purple, but the planning department could neither recommend nor endorse the motion. If you have any other colors you would be interested in painting the building I am happy to look at them and let you know if they conflict with the ordinance.

14.6.2.5.4 - Facade Color

The primary facade colors shall be low reflectance, subtle, neutral, or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.

BEFORE



AFTER (CURRENT)



Thank you,
Lyle McCaskey
City of Starkville
Assistant City Planner
Office (662) 323-2525 Ext. 3130

[Municipal Code](#) | [Unified Development Code](#) | [Maps](#) | [Permits](#)

Attachment #B
March 28th Email



Lyle McCaskey <l.mecaskey@cityofstarkville.org>

Exterior Paint Color | 732 Whitfield

Lyle McCaskey <l.mecaskey@cityofstarkville.org>
To: Martisa Francois <empoweredforlifeinc@gmail.com>
Cc: Daniel Havelin <d.havelin@cityofstarkville.org>

Wed, Apr 3, 2024 at 10:45 AM

Good Morning Martisa,

I am going to place this on the agenda for the April 16, 2024 Board of Aldermen Meeting. Just to clarify, the request you are making is to change the colors of the exterior walls, doors, windows, and trim to match the color purple that is currently existing on the building even though it is not considered to be in compliance with the Unified Development Code section 14.6.2.5.4 - Facade Color?

CURRENT



PROPOSED



Thank you,
Lyle McCaskey
City of Starkville
Assistant City Planner
Office (662) 323-2525 Ext. 3130

[Municipal Code](#) | [Unified Development Code](#) | [Maps](#) | [Permits](#)

Martisa Francois

Apr 3, 2024, 11:04 AM (2 days ago)



to me ▾

Yes sir.



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

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Public Hearing and consideration of SE 23-06, a request for Special Exception to allow for an exception from development standards related to the façade colors at 732 Whitfield Street in a CN zoning district.
Date: January 9, 2024

The purpose of this report is to provide information regarding a Special Exception request by Marisa and Edwaldson Francois on behalf of Empowerment Station Academy to allow for an exception from development standards related to the façade colors at 732 Whitfield Street in a CN (Commercial Neighborhood) zoning district with the property number 102C-00-118.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is requesting a Special Exception from the development standards to use non-earth tone colors like bright yellow, green, blue, and purple (Attachment #3). The applicant painted the building with non-permitted colors and, on November 14, 2023, was notified by Code Enforcement that the colors violated the Unified Development Code's development standards. After notification of the violation, the applicant chose to apply for a Special Exception to keep the current colors in place. The Unified Development Code requires the following for façade colors:

1. **14.6.2.5.4 - Facade Color**– The primary facade colors shall be low reflectance, subtle, neutral, or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.

Section 3.4.1 of the Unified Development Code also requires that any request to deviate from the development requirements that are non-dimensional requires a Special Exception. If this request is recommended for approval or denial, the Board of Aldermen will hear the special exception request at the second public hearing on January 16, 2024, for final consideration.

CRITERIA FOR USE EXCEPTION REVIEW AND APPROVAL (Section 3.41)

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

ABANDONMENT OR DISCONTINUANCE (Section 3.4.3.K)

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

NOTIFICATION

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

1. 19 property owners of record within 160 feet of the subject property were notified directly by mail of the request.
2. A legal ad was published in the Starkville Daily News on 12/20/23.
3. A sign was posted on the property in a conspicuous location.

As of this date, the Planning Office has received one phone call in support of the request.

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 23-06 Aerial



0 120 240 480 Feet



Attachment 2 SE 23-06 Zoning

Parcels

 Parcels

Zoning

 C Commercial

 CN Commercial
Neighborhood

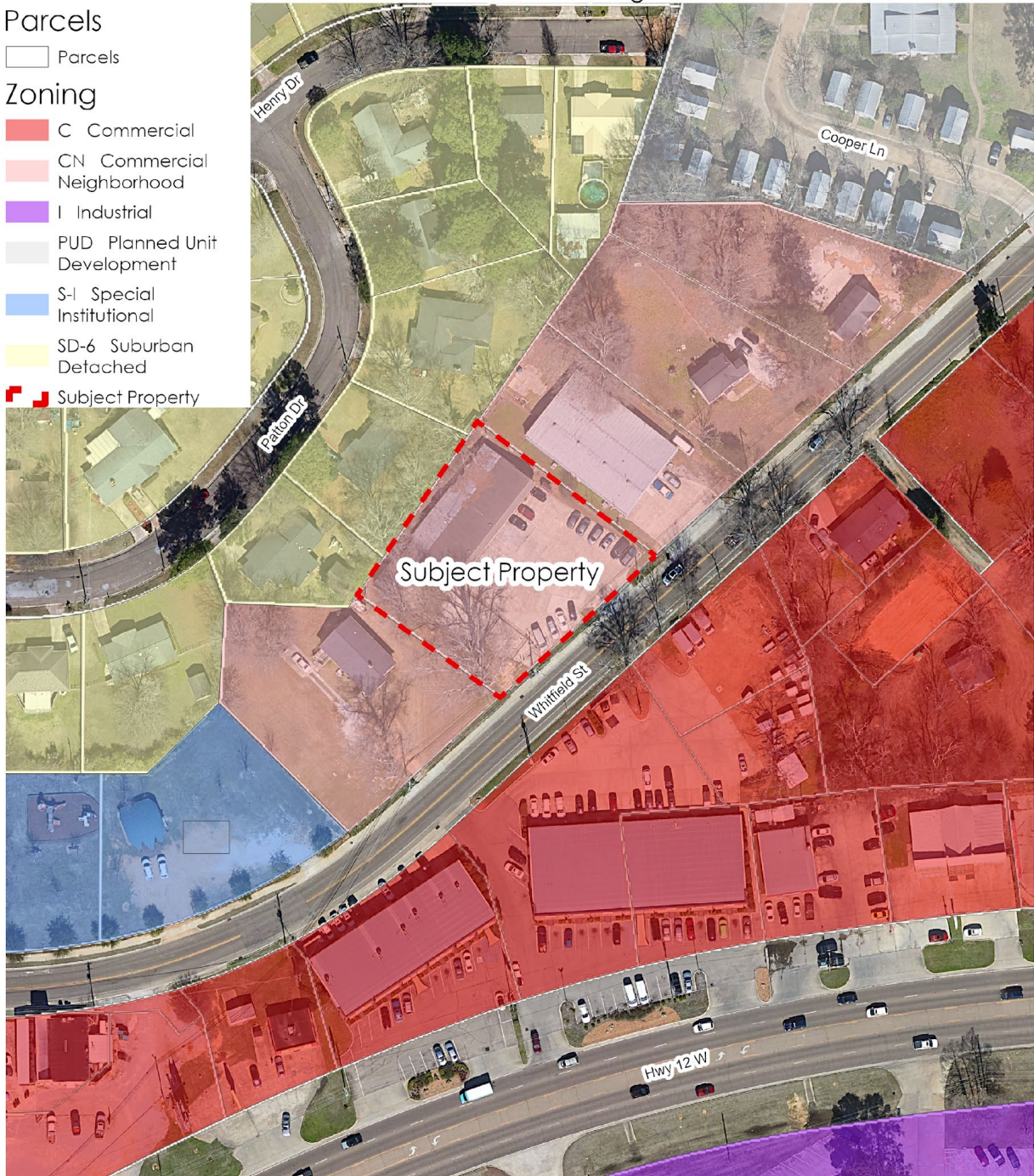
 I Industrial

 PUD Planned Unit
Development

 S-I Special
Institutional

 SD-6 Suburban
Detached

 Subject Property



0 120 240 480 Feet



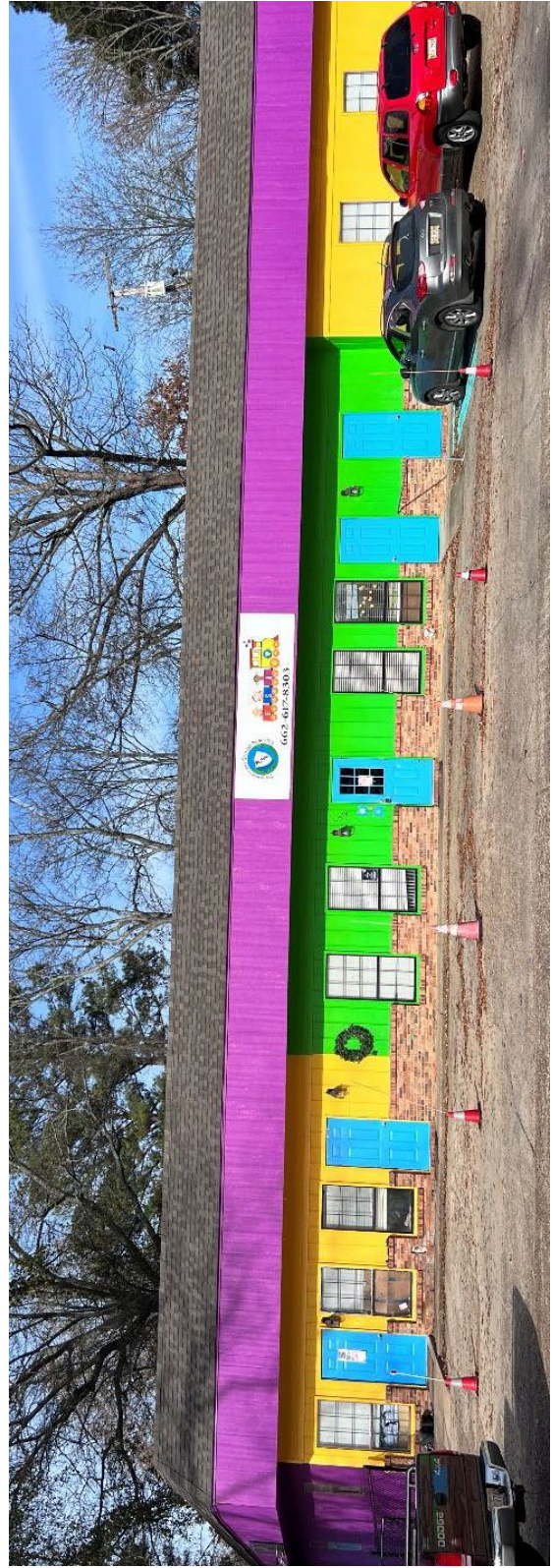
HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

Attachment 3- Before and After

BEFORE



AFTER (CURRENT)





732 Whitfield Drive  Starkville, MS 39759
662-617-8303

To Whom it May Concern:

As of November 14, 2023 we received a citation stating that our building colors are in violation. We have followed the appropriate protocols in contacting the citing officer. We are now seeking a Special Exception for our childcare building located at 732 Whitfield Street. We would like the building to remain as it is as the building has been its current color since June of 2022.

Our beautiful building serves over 90 Starkville community families at any given time. As parents, children, and visitors pass or stop by our facility, they are welcomed with warm inviting colors. Again, we are requesting a special exception be made as it pertains to the color of our building.

Respectfully,

Martisa Francois,

Empowerment Station Academy, Owner



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: April 16, 2024
PAGE: Page 1 of 11

SUBJECT:

Discussion and consideration of FP 24-03 a request for Final Plat approval for “Clark Grove Subdivision Phase 2” located on the east side of Reed Road +/- 930 feet north of Westside Drive in a TN-N zoning district.

SUMMARY:

The applicant, ay Bryan of McCarty Architects on behalf of Rosedale Limited, LLC for the “Clark Grove Subdivision Phase 2” subdivision. The Board of Aldermen approved the Preliminary Plat on March 21, 2023. The Final Plat for Phase 1 was approved by the Board of Aldermen on October 20, 2020. The Development Review Committee reviewed the final plat on March 14, 2024. The proposed subdivision has a gross acreage of +/- 10.41 with a total of 32 lots. 28 of the lots will be used for residential housing units. The remaining lots are common areas.

On April 9, 2024, the Planning and Zoning Commission unanimously recommended approval with the following conditions:

1. Prior to execution of the Certificate of Final Approval by City Staff, the proposed covenants shall be revised and approved by the City Attorney and shall include the creation of a Homeowner's Association (HOA) for the long-term maintenance of common areas, private piping, stormwater management areas, and any custom signage within the subdivision along with the City's standard hold-harmless and indemnification clause.
2. Prior to execution of the Certificate of Final Approval by City Staff, an approved form of surety and the accompanying agreement for the completion of unfinished items shall be provided. The form of surety and agreement shall be reviewed by the City Attorney and determined to be acceptable. The amount of the surety shall be reviewed by the City Engineer and determined to be acceptable based on the provided cost estimate.
3. The placement of water meters by Starkville Utilities shall not take place until the release of the sanitary sewer bond.
4. The Homeowners Association (HOA) and/or Developer shall own and maintain the water system until all bonds are released. The HOA and/or Developer shall be responsible for any water leaks until all bonds are released. Responsibility for the water system shall include all water infrastructure included in the IP 23-02 Camden Green, Clark Grove Phase 2 Infrastructure Plans.
5. The Homeowners Association (HOA) and/or Developer shall own and maintain the sanitary sewer system until all bonds are released. Responsibility for the sanitary sewer system shall include all sewer infrastructure included in IP 23-02 Camden Green, Clark Grove Phase 2 Infrastructure Plans.
6. Prior to issuance of any Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) for any structure on any lot within the subdivision, the following items shall be completed or provided to City Staff:
 - a. As-built drawings signed/stamped by a licensed PE meeting City of Starkville requirements.
 - b. All required test and material reports as outlined in the Subdivision Testing requirements and Processes and the Subdivision Testing Schedule.
 - c. All required infrastructure as illustrated on the approved infrastructure plan “IP 23-02 Camden Green, Clark Grove Phase 2” has been fully completed, inspected, tested, and approved by the City of Starkville Community Development Department, Engineering Department, and Starkville Utilities.

- d. Revise the final plat as necessary to adjust easements, public rights-of-way, lots, and/or any other items based on the final as-built infrastructure construction.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

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

SUGGESTED MOTION:

Move approval of FP 24-03 a request for Final Plat approval for “Clark Grove Subdivision Phase 2” with the six recommended conditions.



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: Discussion and consideration of FP 24-03 a request for Final Plat approval for "Clark Grove Subdivision Phase 2" located on the east side of Reed Road +/- 930 feet north of Westside Drive in a TN-N zoning district.
Date: April 9, 2024

The purpose of this report is to provide information regarding a Final Plat request by Jay Bryan of McCarty Architects on behalf of Rosedale Limited, LLC for the "Clark Grove Subdivision Phase 2" subdivision. Please see attachments 1- 4.

BACKGROUND INFORMATION

- The Preliminary Plat was approved by the Board of Aldermen on March 21, 2023.
- The infrastructure plan (IP 23-02 Camden Green- Clark Grove Phase II) was approved by the Development Review Committee on December 5, 2023.
- The Development Review Committee reviewed the final plat on March 14, 2024.

GENERAL INFORMATION

- The proposed subdivision is located on the east side of Reed Road +/- 930 feet north of Westside Drive in a TN-N zoning district.
- The gross acreage is +/- 10.41 with a total of 32 lots. The proposed gross density is 3.07 units per acre.
- All easements and dedications are provided on the final plat.
- Street numbers will be assigned for construction permitting and utility assignments.
- Electrical service, Potable water, and sanitary sewer utility services will be provided by the City.
- Staff is reviewing the proposed covenants.
- 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.

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 final plat approval and required signatures on the final plat. One (1) paper copy, a digital copy as a Portable Document Format (PDF), and AutoCAD file of the approved final plat shall be retained in the Planning Department's files. The final plat shall be filed with the office of the chancery clerk of Oktibbeha County within sixty (60) days or the plat shall be void. 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 approval is recommended conditionally, the conditions and reasons therefore shall be stated, and if necessary, the Planning and Zoning Commission or Mayor and Board of Aldermen may require that the subdivider submit a revised final plat.
- If denied by the Planning and Zoning Commission or the Board of Aldermen, the reasons for such action shall be stated, and if possible, recommendations should be made on the basis of which the proposed subdivision could be recommended for approval. A denied final plat may be resubmitted to the Planning and Zoning Commission and the Mayor and Board of Aldermen after the suggested changes have been made.
- 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 on the plat upon certification by the City Clerk that the City has received both of the following:
 - An executed development agreement for any outstanding improvements between the subdivider and the city to install the required improvements.
 - An approved form of surety, as approved by the City Attorney to complete the improvements and installations for the subdivision, shall be in compliance with these rules and regulations. Such surety shall not exceed two hundred percent (200%) of the estimated cost of the improvements.

ZONING DISTRICT INFORMATION

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	TN-N
A1. Lot size per unit in sq. ft (min.)	5500
A2. Lot width (min.)	45'
A3. Lot width at corner (min.)	55'
B. Principal Building Setbacks	TN-N
B1. Front setback	10' min 15' max
B2. Side setback (min.)	5' or infill standards
B3. Side setback corner lot (min.)	10' min 15' max
B4. Rear setback (min.)	5'
B5. Rear setback adjacent to street or alley (min.)	7' without parking, 18' with parking

C. Accessory Dwelling Unit/Structure Setbacks	TN-N
C1. Front setback	Behind rear wall of principal building
C2. Side setback	5' min
C3. Side setback corner lot (min.)	10'
C4. Rear setback	5', minimum of 10' from any structure
C5. Rear setback adjacent to alley for garages (min.)	7' without parking, 18' with parking
C6. Structures housing livestock (min.)	N/A
D. Parking Setbacks	TN-N
D1. From primary street	Behind front wall of principal building
E. Height	TN-N
E1. Principal building(s) (max)	30', 2 story
E2. Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3. Accessory structure agricultural use	15'
F. Pedestrian Access	TN-N
F1. Street-facing primary entrance along street	yes

CONDITIONS OF APPROVAL

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

1. Prior to execution of the Certificate of Final Approval by City Staff, the proposed covenants shall be revised and approved by the City Attorney and shall include the creation of a Homeowner's Association (HOA) for the long-term maintenance of common areas, private piping, stormwater management areas, and any custom signage within the subdivision along with the City's standard hold-harmless and indemnification clause.
2. Prior to execution of the Certificate of Final Approval by City Staff, an approved form of surety and the accompanying agreement for the completion of unfinished items shall be provided. The form of surety and agreement shall be reviewed by the City Attorney and determined to be acceptable. The amount of the surety shall be reviewed by the City Engineer and determined to be acceptable based on the provided cost estimate.
3. The placement of water meters by Starkville Utilities shall not take place until the release of the sanitary sewer bond.
4. The Homeowners Association (HOA) and/or Developer shall own and maintain the water system until all bonds are released. The HOA and/or Developer shall be responsible for any water leaks until all bonds are released.

Responsibility for the water system shall include all water infrastructure included in the IP 23-02 Camden Green, Clark Grove Phase 2 Infrastructure Plans.

5. The Homeowners Association (HOA) and/or Developer shall own and maintain the sanitary sewer system until all bonds are released. Responsibility for the sanitary sewer system shall include all sewer infrastructure included in IP 23-02 Camden Green, Clark Grove Phase 2 Infrastructure Plans.
6. Prior to issuance of any Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) for any structure on any lot within the subdivision, the following items shall be completed or provided to City Staff:
 - a. As-built drawings signed/stamped by a licensed PE meeting City of Starkville requirements.
 - b. All required test and material reports as outlined in the Subdivision Testing requirements and Processes and the Subdivision Testing Schedule.
 - c. All required infrastructure as illustrated on the approved infrastructure plan "IP 23-02 Camden Green, Clark Grove Phase 2" has been fully completed, inspected, tested, and approved by the City of Starkville Community Development Department, Engineering Department, and Starkville Utilities.
 - d. Revise the final plat as necessary to adjust easements, public rights-of-way, lots, and/or any other items based on the final as-built infrastructure construction.

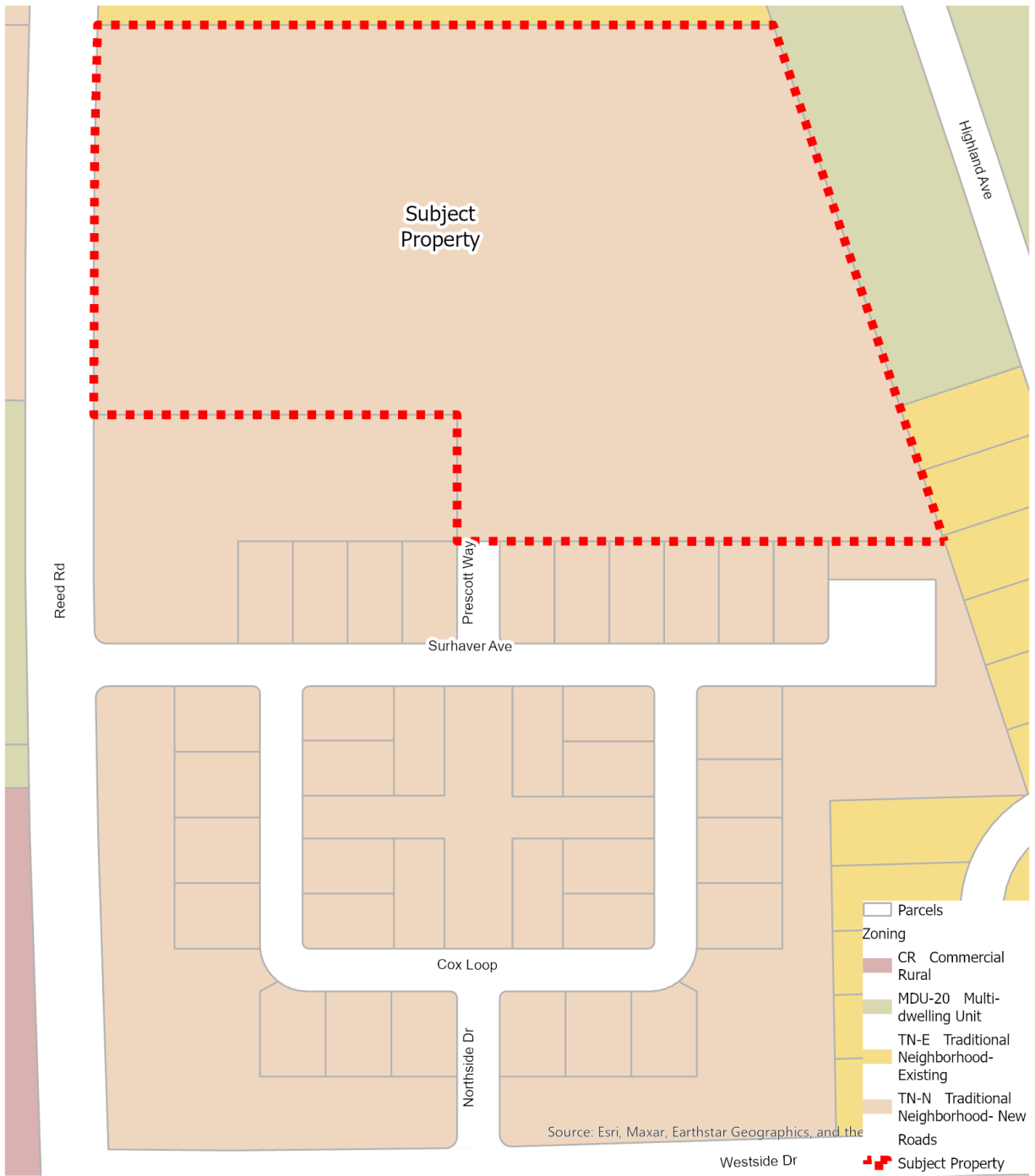
Attachment 1
FP 24-03 Aerial



0 150 300 600 Feet



Attachment 2
FP 24-03 Zoning



0 150 300 600 Feet



FP-1
SUBDIVISION PLAT

FP-2
SUBDIVISION PLAT NOTES

FP-1
SUBDIVISION PLAT

SHEET INDEX:

FP-1	FP-2
SUBDIVISION PLAT	SUBDIVISION PLAT NOTES

LEGEND:

- LOT CORNERS
- PROPOSED LOT BOUNDARY
- ADJONER PROPERTY LINE
- MIN. SETBACK LINE
- MAX. SETBACK LINE
- EASEMENT LINES

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD
C1	20.00'	31.42'	28.38'	N 45°00'00" E
C2	70.00'	20.38'	20.31'	N 45°00'00" E
C3	70.00'	60.87'	28.60'	N 45°00'00" E
C4	70.00'	28.81'	28.60'	N 11°42'31" E
C5	70.00'	28.81'	28.60'	N 45°00'00" E
C6	70.00'	60.87'	28.60'	N 45°00'00" E
C7	70.00'	20.38'	20.31'	N 45°00'00" E
C8	15.00'	13.18'	16.56'	N 57°11'11" W
C9	15.00'	13.18'	16.56'	N 59°12'24" W
C10	20.00'	31.42'	28.38'	S 45°00'00" E
C11	20.00'	31.42'	28.38'	N 45°00'00" W
C12	20.00'	31.42'	28.38'	S 45°00'00" W
C13	20.00'	31.42'	28.38'	S 45°00'00" W
C14	20.00'	31.42'	28.38'	S 45°00'00" E

NOTES:

1. PROPERTY LINES ARE 1/2" CAPED AND PINNED UNLESS NOTED OTHERWISE.

2. ALL LOT CORNERS ARE 1/2" REBAR SET UNLESS NOTED OTHERWISE.

3. BOUNDARY CORNER MONUMENTS.

4. CLARK GREEN SUBDIVISION PHASE 2.

5. THIS PROPERTY IS ZONED R-1.

6. MINIMUM LOT SIZE 5,000 SF.

7. FRONT SETBACK - 10' MIN.

8. SIDE SETBACK - 15' MAX.

9. SIDE SETBACK - 15' MIN.

10. CORNER LOT - 10' MIN.

11. SETBACKS SHALL ALSO SERVE AS LOT EASEMENTS.

12. MAXIMUM BUILDING HEIGHT - 30' (2 STORY).

13. AREAS THAT SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION INCLUDE:

14. LOT 73.

15. LOT 74.

16. LOT 75.

17. LOT 76.

18. LOT 77.

19. LOT 78.

20. LOT 79.

21. LOT 80.

22. LOT 81.

23. LOT 82.

24. LOT 83.

25. LOT 84.

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171. LOT 230.

172. LOT 231.

173. LOT 232.

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175. LOT 234.

176. LOT 235.

177. LOT 236.

178. LOT 237.

17

PROPERTY DESCRIPTION- PHASE 2

DEDICATION OF UTILITY EASEMENTS

IT IS FURTHER UNDERSTOOD THAT THE ELEVATION OF ANY STRUCTURE CONSTRUCTED ON A LOT SHALL BE SUCH THAT THE MINIMUM SLOPE, PER THE PREVAILING CODE REQUIREMENTS FOR THE HORIZONTAL SEWER DRAINS, IS MAINTAINED BETWEEN THE STRUCTURE AND THE POINT OF CONNECTION TO THE PUBLIC SANITARY SEWER COLLECTION SYSTEM.

DINATES- MS EAST ZONE NAD83

- VERTICAL - NWD 88**
3. SUBJECT TO ANY OTHER RECORDED, UNRECORDED, OR MGS-INDEXED INSTRUMENT OR FACT WHICH WOULD BE DISCLOSED BY A PROFESSIONAL TITLE EXAMINATION ANALYST, THE HERITON DESIGNED PROPERTY IS FREE FROM ALL PROBABLE AND POSSIBLE LIENS, RIGHT-OF-WAY, EASEMENTS, OR SERVITUDES ON, OVER, ACROSS, UNDER, OR ABOVE THE SUBJECT PROPERTY.
 4. DATE OF FIELD SURVEY: NOVEMBER 21, 2022.
 5. REFERENCE MATERIAL:
 - D.B. 2002 P.7519 SUBDIVISION-- FIRST EDITION: NOVEMBER 1970
 - D.B. 2002 P.7519
 - D.B. 2002 P.4477
 - D.B. 278 P.343
 - D.B. 278 P.467
 6. I, JAMES COOK, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE REQUEST OF CAMDEN GREEN, 2022, L.P. (THE OWNER), I HAVE SUBMITTED AND PLATTED THE HERITON DESIGNED PROPERTY WHICH WAS SURVEYED FOR THE PURPOSES OF THE CAMDEN GREEN SUBDIVISION IN THE COUNTY OF MISSISSIPPI 38652 (662.534.041) ON THE 20TH DAY OF NOVEMBER 2018.
 - A. ALL LOT CORNERS ARE 1/2" REBAR'S SET UNLESS NOTED OTHERWISE.

NOTARY'S ACKNOWLEDGEMENT OF OWNER'S SIGNATURE

NOTARY PUBLIC

MY COMMISSION EXPIRES

DATE OF EXECUTION

DATE OF EXECUTION

JAMES COOK, PLS
NO. 3003, MISSISSIPPI

NOTARY PUBLIC MY COMMISSION EXPIRES

CONDITIONS FOR FINAL PLAT:

1. CITY OF STARKEVILLE WILL NOT PLACE WATER METER UNTIL SANITARY SEWER DRAIN IS RELEASED.
2. HOA OR DEVELOPER WILL OWN AND MAINTAIN WATER AND SANITARY SEWER SYSTEM UNTIL ALL BONDS ARE RELEASED. HOA OR DEVELOPER WILL BE RESPONSIBLE FOR WATER LEAKS.
3. HOA OR DEVELOPER SHALL PROVIDE A STATEMENT DEDICATING STREETS, RIGHT-OF-WAYS, AND ANY SITES FOR PUBLIC USE, AND ALSO A COPY OF A FLOOD ROAD.
4. SANITARY SEWER RESPONSIBILITY FOR HOA OR DEVELOPER WILL BEGIN AT THE CONNECTION TO THE EXISTING MAINHOLE EAST OF CEDAR ROAD.
5. THE OWNER SHALL PROVIDE A STATEMENT DEDICATING STREETS, RIGHT-OF-WAYS, AND ANY SITES FOR PUBLIC USE, AND ALSO A COPY OF A FLOOD ROAD.
6. PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY (COO) OR TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) FOR ANY STRUCTURE ON ANY LOT WITHIN THE SUBDIVISION, THE SUBDIVISION SHALL BE SUBMITTED TO THE CITY OF STARKEVILLE FOR REVIEW AND APPROVED BY CITY STAFF.

CERTIFICATE OF FINAL APPROVAL

DATE OF EXECUTION _____
ENGINEERING DEPARTMENT _____

DATE OF EXECUTION _____ PLANNING DEPARTMENT _____

DATE OF EXECUTION

DATE OF EXECUTION UTILITY DEPARTMENT-WATER/SEWER

DATE OF EXECUTION _____
UTILITY DEPARTMENT -ELECTRIC- _____

DATE OF EXECUTION _____

LYNN SPRUILL
MAYOR, CITY OF STARKVILLE, MISSISSIPPI

DATE OF EXECUTION _____ CITY CLERK _____

UTILITY OWNERS

THE CITY OF STARKVILLE
ATMOS ENERGY
AT&T (UTILIQUEST)
TELEPAK
METROCAST

VICINITY MAP
N.T.S.



FP-2

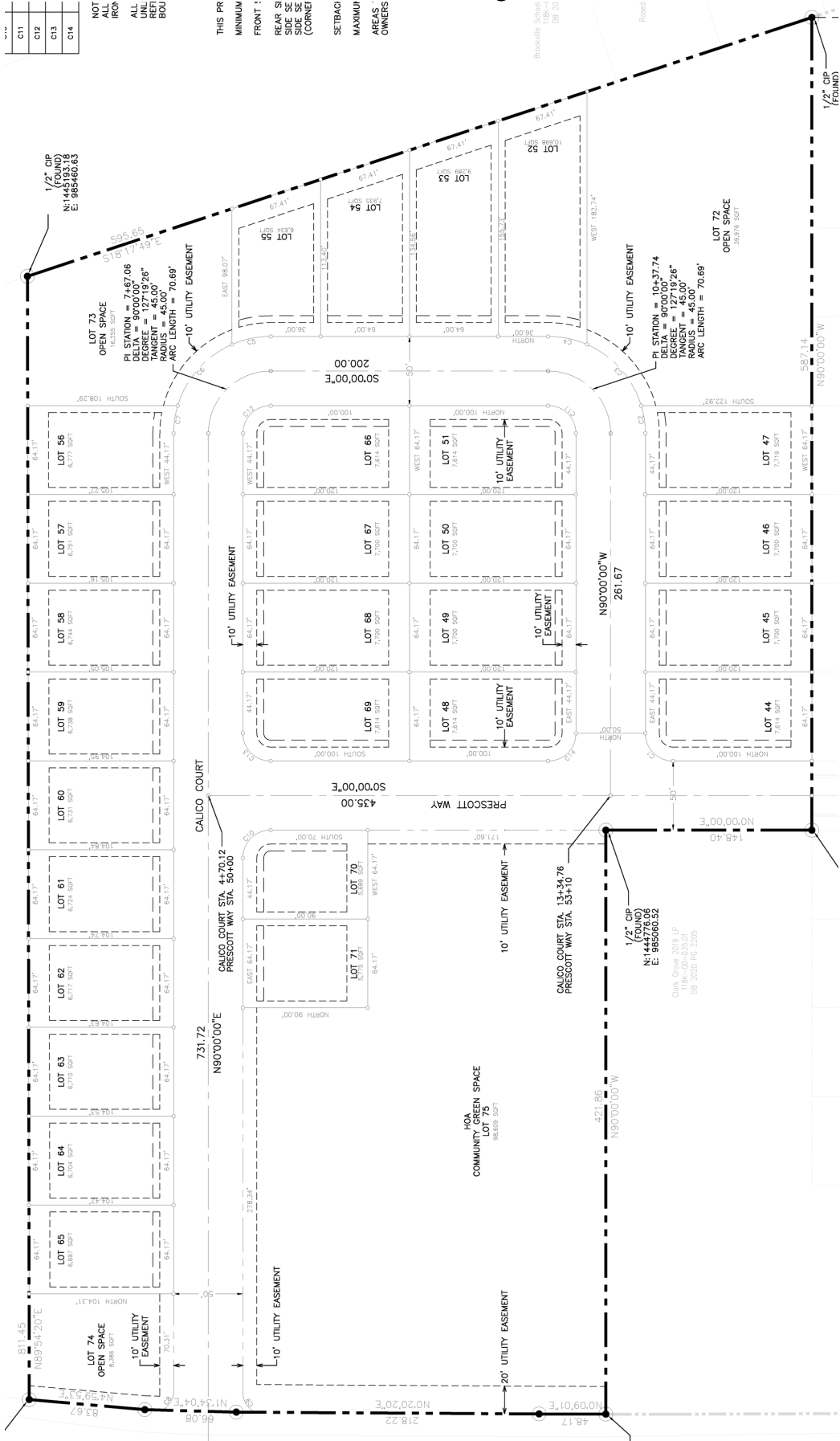
CLARK GROVE SUBDIVISION
PHASE 2
SECTION 33, T 19 N, R 14 E
STARKVILLE, MISSISSIPPI
CAMDEN GREEN 2022, LP
223-B UNIVERSITY AVENUE, SUITE 116
OXFORD, MS 38655

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NO.	REVISIONS	DATE	PROJECT NUMBER CE #23001	DATE April 4, 2024	DRAWN BY MSC

Attachment 4- Enlarged Plat





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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: April 16, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of adopting the City of Starkville Safety Action Plan.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

Board of Aldermen approvals:

- 09-06-2022: Authorization to apply for SS4A Action Plan Grant.
- 02-07-2023: Accept SS4A Action Plan Grant in the amount of \$192,000.
- 08-15-2023: Approval of Neel-Schaffer as preferred consultant for creation of Action Plan.
- 09-25-2023: Approval of Neel-Schaffer contract for creation of Action Plan.
- 04-16-2024: *Authorization to Apply for SS4A Implementation Grant (not yet approved)*

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

The Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) discretionary program to fund initiatives through the grant to prevent roadway deaths and serious injuries. The program will appropriate \$5 billion in funds over the next 5 years. Eligible activities for the SS4A program include:

- Develop a comprehensive Safety Action Plan through an Action Plan Grant.
- Carry out projects and strategies identified in an Action Plan through an Implementation Grant.

The Safety Action Plan draft has been completed and is being proposed for initial adoption. While we feel that the plan needs final revisions as well as a few additional sections, and while the consultant has agreed to make these changes, the primary discovery portions of the plan which include crash analysis and public outreach, have been completed. Due to the time constraints for the Implementation Grant, the Action Plan needs to be formally adopted to apply for the next round of Implementation Funding. Once the final modifications and revisions to the Action Plan have been made, it will be brought back before the Board for approval.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

SUGGESTED MOTION:

Move approval to adopt the City of Starkville Safety Action Plan.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: April 16, 2024
PAGE: Page 1 of 1

SUBJECT:

Authorization to apply for the Safe Streets and Roads for All (SS4A) Implementation Grant with a local match requirement of 20% if selected for the grant.

AMOUNT & SOURCE OF FUNDING:

Capital Fund

FISCAL NOTE:

AUTHORIZATION HISTORY:

Board of Aldermen approvals:

- 09-06-2022: Authorization to apply for SS4A Action Plan Grant.
- 02-07-2023: Accept SS4A Action Plan Grant in the amount of \$192,000.
- 08-15-2023: Approval of Neel-Schaffer as preferred consultant for creation of Action Plan.
- 09-25-2023: Approval of Neel-Schaffer contract for creation of Action Plan.
- 04-16-2024: *Adoption of City of Starkville Safety Action Plan (not yet approved)*

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

SUMMARY:

The Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) discretionary program to fund initiatives through the grant to prevent roadway deaths and serious injuries. The program will appropriate \$5 billion in funds over the next 5 years. Eligible activities for the SS4A program include:

- Develop a comprehensive Safety Action Plan through an Action Plan Grant.
- Carry out projects and strategies identified in an Action Plan through an Implementation Grant.

In order to receive funding for infrastructure projects, an Action Plan must be in place. With the draft Safety Action Plan created, the Engineering Department is requesting permission to apply for the SS4A Implementation Grant. The primary corridors being considered at this time for improvement are Hwy 12 from Haven 12 Apartments to the intersection of Garrard Road/Hwy 12/Pat Station Road and Stark Road from Hwy 12 to Hwy 182. Potential funding participation from MDOT will ultimately determine which project is selected for application. We expect a total award to be as much as \$8 million if there is MDOT partnership.

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

SUGGESTED MOTION:

Move authorize the City Engineering Department to apply for the Safe Streets and Roads for All (SS4A) Action Plan Grant with a local match requirement of 20% match for the cost of the Implementation Grant if selected.



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 04/16/2024

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2023- 2024 Budget

FISCAL NOTE: Total Claims for the **FY 24** Claims Docket Ending April 10, 2024 is \$3,084,777.36
Of which the claims amount for Starkville Utilities is \$1,498,428.10

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities as of April 10, 2024 for fiscal years ending 09/30/24 acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report By Fund

Post Dates 4/4/2024 - 4/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CADENCE /ELAN VISA	90826863	04/08/2024	MARCH 2024 INDEED	001-000-054-205	148.11
CLINIC AT ELM LAKE, THE	39266	04/09/2024	DRUG SCREEN M HOOD	001-000-054-205	17.50
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	482517	04/10/2024	LITIGATED MATTERS AND WASTE WATER TREATMENT	001-000-053-206	2,109.00
Outstanding Total:					2,274.61
Paid					
ANDREW GRAFF	1329559	04/04/2024	PUBLIC DRUNK RETIRED TO FILE	001-000-149-691	369.25
DANTE K BERNARD	1334075	04/04/2024	OFFENSE WAS NOLLE PROSEQUI	001-000-149-691	880.00
DENICE D BUSH	1339899	04/04/2024	OVERPAYMENT ON CASH BOND	001-000-149-691	75.00
CELESTE HOLLINGSBED	1339900	04/04/2024	OVER PAYMENT ON CASH BOND	001-000-149-691	75.00
FANNISHA JONES	1349198.04	04/04/2024	RESTITUTION FROM ZAVIER COLLIER	001-000-149-691	45.00
CITY OF STARKVILLE	401481849	04/04/2024	HAILEY SIENNA KENNEDY	001-000-118-790	7.00
CITY OF STARKVILLE	401550938	04/04/2024	JUSTIN DOUGLAS BOYD	001-000-118-790	2.00
CITY OF STARKVILLE	401556887	04/04/2024	JONATHAN JAMAL WILLIAMS	001-000-118-790	62.00
Paid Total:					1,515.25
Department 000 - UNDESIGNATED Total:					3,789.86
Department: 005 - DUE FROM SFM					
Outstanding					
FUELMAN / FLEETCOR	NP66166410	04/08/2024	FUEL CHARGES 3/25-3/31/24	001-005-054-208	48.74
MAXXSOUTH BROADBAND	INV0037204	04/09/2024	MONCRIEF PARK	001-005-054-208	100.08
FUELMAN / FLEETCOR	NP66250073	04/09/2024	4/1/24-4/7/24	001-005-054-208	63.24
Outstanding Total:					212.06
Department 005 - DUE FROM SFM Total:					212.06
Department: 110 - MUNICIPAL COURT					
Outstanding					
MAXXSOUTH BROADBAND	INV0037206	04/09/2024	3/31/24-4/30/24	001-110-604-330	26.86
Outstanding Total:					26.86
Paid					
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,322.00
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-376	146.05
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-377	158.75
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-378	666.75
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-382	22,041.45
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-385	3,021.00
MS DEPT OF PUBLIC SAFETY	MARCH2024	04/04/2024	MARCH 2024 MUNICIAPL COURT SETTLEMENT	001-110-330-386	2,660.50
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-387	5,061.11
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-389	40.00

Expense Approval Report

Post Dates: 4/4/2024 - 4/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-393	314.00
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-395	42.75
MS DEPT OF PUBLIC SAFETY	MARCH2024	04/04/2024	MARCH 2024 MUNICIAPL COURT SETTLEMENT	001-110-330-396	1,500.00
MS DEPT OF PUBLIC SAFETY	MARCH2024	04/04/2024	MARCH 2024 MUNICIAPL COURT SETTLEMENT	001-110-330-397	315.00
STATE TREASURER	MARCH2024	04/04/2024	MARCH 2024 MUNICIPAL COURT SETTLEMENT	001-110-330-398	7,336.75
Paid Total:					44,626.11
Department 110 - MUNICIPAL COURT Total:					44,652.97

Department: 120 - MAYORS OFFICE

Outstanding

ACCESS CONTROL GROUP INC	8773	04/09/2024	TICKET RECEIPT PAPER	001-120-565-272	186.00
NARRATIVE 12	INV0037193	04/08/2024	SOCIAL MEDIA/PUBLIC INFO	001-120-600-302	4,500.00
MAXXSOUTH BROADBAND	INV0037206	04/09/2024	3/31/24-4/30/24	001-120-604-330	26.88
CAPITOL RESOURCES LLC	17180	04/08/2024	MARCH 2024 CONSULTING SERVICES	001-120-600-301	3,125.00
Outstanding Total:					7,837.88
Department 120 - MAYORS OFFICE Total:					7,837.88

Department: 123 - IT

Outstanding

MAGNOLIA BOTTLED WATER CO	68697	04/08/2024	(4) 5 GALWATER/COLD COOLER RENTAL	001-123-501-200	52.00
MAGNOLIA BOTTLED WATER CO	72014	04/08/2024	(2) 5 GAL WATER	001-123-501-200	20.00
DELL FINANCIAL SERVICES	3175136	04/08/2024	LEASE RENTAL	001-123-918-805	497.85
MAGNOLIA BOTTLED WATER CO	73907	04/08/2024	(5) 5 GAL WATER	001-123-501-200	50.00
MAXXSOUTH BROADBAND	INV0037199	04/08/2024	100 W LAMPKIN ST CAMERA	001-123-625-380	40.00
AT&T MOBILITY	287308964770X04052024	04/09/2024	IT PHONES WIRELESS	001-123-604-330	94.95
GOVERNMENT LEASING COMPANY, LLC	GLC23104-57/60	04/08/2024	10 CAMERAS	001-123-918-806	1,153.00
MAXXSOUTH BROADBAND	INV0037196	04/08/2024	114 MILL ST CAMERA PROJECT	001-123-625-380	40.00
MAXXSOUTH BROADBAND	INV0037197	04/08/2024	100 S MONTGOMERY/JACKET INTERSECTION CAMERA	001-123-625-380	40.00
MAXXSOUTH BROADBAND	INV0037198	04/08/2024	SPRUILL PL & SPRING ST CAMERA	001-123-625-380	40.00
MAXXSOUTH BROADBAND	INV0037206	04/09/2024	3/31/24-4/30/24	001-123-604-330	26.87
DELL FINANCIAL SERVICES	3167572	04/08/2024	ANNUAL LEASE	001-123-918-805	31,086.25
MAXXSOUTH BROADBAND	INV0037208	04/09/2024	110 W MAIN	001-123-604-330	800.00
Outstanding Total:					33,940.92
Department 123 - IT Total:					33,940.92

Department: 142 - CITY CLERKS OFFICE

Outstanding

MAXXSOUTH BROADBAND	INV0037206	04/09/2024	3/31/24-4/30/24	001-142-604-330	26.87
NEXTSTEP INNOVATION	NSI25746	04/08/2024	20 MICROSOFT 365 APPS FOR BUSINESS	001-142-600-303	165.00
PETTY CASH VOUCHERS	INV0037210	04/09/2024	KLEENEX	001-142-501-200	7.34
Outstanding Total:					199.21
Department 142 - CITY CLERKS OFFICE Total:					199.21

Department: 169 - LEGAL

Outstanding

MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	482516	04/10/2024	GENERAL MATTERS AND STARKVILLE ELECTRIC DEPT	001-169-600-302	13,302.60
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	482517	04/10/2024	LITIGATED MATTERS AND WASTE WATER TREATMENT	001-169-600-302	589.00

Expense Approval Report

Post Dates: 4/4/2024 - 4/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	482519	04/10/2024	PROFESSIONAL SERVICES	001-169-600-312	703.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	484034	04/10/2024	PROFESSIONAL SERVICES	001-169-600-312	1,408.00
Outstanding Total:					16,002.60
Department 169 - LEGAL Total:					16,002.60
Department: 180 - HUMAN RESOURCES					
Outstanding					
CLINIC AT ELM LAKE, THE	39216	04/08/2024	DRUG SCREEN J DEW	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	39230	04/08/2024	DRUG SCREEN J LEE	001-180-600-320	35.00
CADENCE /ELAN VISA	90826863	04/08/2024	MARCH 2024 INDEED	001-180-610-340	109.25
MAXXSOUTH BROADBAND	INV0037206	04/09/2024	3/31/24-4/30/24	001-180-604-330	26.88
AMAZON CAPITAL SERVICES, INC.	1T1V-TTN4-9XDP	04/08/2024	FILE GUIDES,BOOK ENDS,	001-180-501-200	55.42
CLINIC AT ELM LAKE, THE	39266	04/09/2024	DRUG SCREEN M HOOD	001-180-600-320	17.50
CLINIC AT ELM LAKE, THE	39267	04/09/2024	DRUG SCREEN W LEDLOW	001-180-600-320	65.00
Outstanding Total:					344.05
Department 180 - HUMAN RESOURCES Total:					344.05
Department: 190 - CITY PLANNER					
Outstanding					
AT&T MOBILITY	287308867457X04052024	04/09/2024	MONTHLY CHARGES	001-190-604-330	85.65
MAXXSOUTH BROADBAND	INV0037206	04/09/2024	3/31/24-4/30/24	001-190-604-330	26.88
Outstanding Total:					112.53
Department 190 - CITY PLANNER Total:					112.53
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	4187793309	04/08/2024	SUPPLIES	001-192-510-220	32.08
JAN-PRO OF MS	878927	04/08/2024	JANITORIAL SERVICES FOR APRIL 2024	001-192-600-338	1,734.00
CINTAS	4188480653	04/09/2024	CITY HALL	001-192-510-220	93.46
Outstanding Total:					1,859.54
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					1,859.54
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	5775	04/08/2024	APRIL-JUNE 2024 DUES	001-195-951-966	6,250.00
Outstanding Total:					6,250.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					6,250.00
Department: 197 - ENGINEERING					
Outstanding					
MAXXSOUTH BROADBAND	INV0037206	04/09/2024	3/31/24-4/30/24	001-197-604-330	26.88
Outstanding Total:					26.88
Department 197 - ENGINEERING Total:					26.88
Department: 201 - POLICE DEPARTMENT					
Outstanding					
HENRY STEWART	INV0037211	04/09/2024	REIMBURSE HENRY STEWART GAS	001-201-525-231	60.39
VIRTUAL ACADEMY, INC.	va12098	04/09/2024	90 VIRTUAL ACADEMY TRAININGS	001-201-690-552	2,250.00
TYLER TECHNOLOGIES	130-145321	04/09/2024	NCIC SERVER INTERFACE	001-201-918-805	4,139.79
MID-SOUTH UNIFORM & SUPPLY, INC	647386	04/09/2024	UNIFORMS - TOM ROBERSON	001-201-535-233	1,458.16
WALTMON FRAME AND BODY SHOP	15564	04/09/2024	2021 DODGE CHARGER REPAIRS	001-201-630-360	2,501.40
AT&T-NCIC MONITOR LINE	INV0037194	04/08/2024	NCIC MONITORING LINE	001-201-604-330	44.53
NEWELL PAPER COMPANY	3163086	04/09/2024	JANITORIAL SUPPLIES	001-201-555-208	273.00
PRECISION DELTA CORPORATION	30010	04/09/2024	20 CASES 500 ROUNDS AMMO	001-201-556-251	2,761.20

Expense Approval Report

Post Dates: 4/4/2024 - 4/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARMY NAVY PAWN SHOP	32024	04/09/2024	POLICE BOOTS	001-201-535-233	80.00
DANNY MCCLUSKEY TOWING	4500	04/09/2024	BREAKDOWN TOW TO WILLIAM WELLS	001-201-600-300	65.00
LAIRD CLINIC -POLICE ACCOUNT	568912	04/09/2024	PHYSICAL EXAMINATION MALVIN DAILY	001-201-600-319	188.00
SIRCHIE COMMAND EVERY SCENE	0637497-IN	04/09/2024	POLICE SUPPLIES	001-201-556-251	104.45
GULF STATES DISTRIBUTORS, INC.	1463737-IN	04/09/2024	SIMUNITION FOR TRAINING	001-201-556-251	2,394.00
SULLIVAN'S OFFICE SUPPLY, INC.	3189CM	04/09/2024	REFUND WEEKLY APPOINTMENT BOOK	001-201-501-200	-11.30
SULLIVAN'S OFFICE SUPPLY, INC.	87739	04/09/2024	WOODBURY EXECUTIVE CHAIR	001-201-501-200	614.38
SULLIVAN'S OFFICE SUPPLY, INC.	87743	04/09/2024	WEEKLY APPOINTMENT BOOK	001-201-501-200	24.56
EVIDENT CRIME SCENE PRODUCTS	239633A	04/09/2024	MAGNETIC PHOTOMACROGRAPHIC SCALE	001-201-730-544	25.50
AT&T MOBILITY	287312769594X04052024	04/09/2024	MONTHLY CHARGES	001-201-604-330	50.47
ADORAMA INC	34482909	04/09/2024	NIKON NIKKOR Z MC 50MM LENS	001-201-730-544	646.95
DANNY MCCLUSKEY TOWING	4510	04/09/2024	TOWED TO PARKER DODGE	001-201-600-300	65.00
HUNTER BROWN	73011	04/09/2024	8 - 5 GALLON COOLER WATER	001-201-501-200	80.00
HUNTER BROWN	INV0037213	04/09/2024	REIMBURSEMENT FOR LIGHT BULB	001-201-630-360	19.25
KYLE EAVES	INV0037214	04/09/2024	PATROL BOOTS	001-201-535-233	69.54
DOLAN CONSULTING GROUP, LLC	L2354-0324-0242-0248	04/09/2024	POLICE TRAINING - LACEY, PEARSON, HENDERSON, LOMAX	001-201-690-552	2,487.50
JIM SPENCER	32824	04/09/2024	TINT 2024 DURANGO, FRONT DOORS AND EYEBROW ONLY	001-201-630-360	170.00
GTPDD PHARMACY	42435	04/09/2024	MEDICINE FOR CITY PRISONERS: LUCIOUS, WEAVER	001-201-541-240	85.38
VILLAGE ANIMAL HOSPITAL, PLLC	M-20277	04/09/2024	KOJACK BOARDING & VE...	001-201-600-300	339.79
CADENCE /ELAN VISA	166824	04/08/2024	JARVIS BEST WESTERN 4/1/24	001-201-690-552	524.95
FUELMAN / FLEETCOR	NP66166410	04/08/2024	FUEL CHARGES 3/25-3/31/24	001-201-525-231	3,010.30
WINSTON/CHOCTAW REGIONAL CORRECTIONAL FACILITY	1188	04/09/2024	PRISONER JAIL EXPENSE: BARON ANTIUAN HUBBARD	001-201-541-237	775.00
WATERMARK PRINTERS LLC	16415	04/09/2024	1000 DAILY ROSTER CARDS	001-201-556-251	223.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	4/2/24	04/09/2024	FEEDING INMATES FOR THE MONTH OF MARCH 24	001-201-541-237	12,510.00
CITY OF COLUMBUS	SPD-001336-0424	04/09/2024	2 CONTROLLED SUBSTANCE ANALYSIS	001-201-600-300	120.00
ENTERPRISE FM TUST	493021A-040324	04/09/2024	VEHICLE FLEET - APRIL 2024	001-201-630-360	2,011.32
ENTERPRISE FM TUST	493021A-040324	04/09/2024	VEHICLE FLEET - APRIL 2024	001-201-640-398	5,703.11
FUELMAN / FLEETCOR	NP66250073	04/09/2024	4/1/24-4/7/24	001-201-525-231	3,546.44
WALMART- CAPITAL ONE	604088711673879	04/09/2024	CAMERA	001-201-556-251	199.00

Outstanding Total:	49,610.06
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Department 201 - POLICE DEPARTMENT Total:	49,610.06
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Department: 245 - DISPATCHERS

Outstanding

CADENCE /ELAN VISA	87186EE009963	04/08/2024	SUPER 8 HOTEL DISPATCHER ORIENTATION CLASS	001-245-690-552	144.20
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Outstanding Total:	144.20
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Department 245 - DISPATCHERS Total:	144.20
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Department: 246 - CODE ENFORCEMENT

Outstanding

FUELMAN / FLEETCOR	NP66166410	04/08/2024	FUEL CHARGES 3/25-3/31/24	001-246-525-231	132.19
ENTERPRISE FM TUST	493021A-040324	04/09/2024	VEHICLE FLEET - APRIL 2024	001-246-630-400	12.00
ENTERPRISE FM TUST	493021A-040324	04/09/2024	VEHICLE FLEET - APRIL 2024	001-246-640-398	883.08

Expense Approval Report

Post Dates: 4/4/2024 - 4/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP66250073	04/09/2024	4/1/24-4/7/24	001-246-525-231	63.92
Outstanding Total:					1,091.19
Department 246 - CODE ENFORCEMENT Total:					1,091.19

Department: 261 - FIRE DEPARTMENT

Outstanding

UNIVERSITY SCREENPRINT	7116	04/09/2024	WHITE M OVER S POLO	001-261-535-233	58.84
UPS	0000054E5Y	04/09/2024	SHIP PACKAGE	001-261-604-330	26.83
CLARION EVENTS, INC	CIV00313927	04/09/2024	FIRE STREAMING VIDEO	001-261-600-390	199.00
SULLIVAN'S OFFICE SUPPLY, INC.	87871	04/09/2024	INK	001-261-501-200	376.45
NORTHEAST EXTERMINATING	97712	04/09/2024	PEST MONTHLY	001-261-558-269	22.00
NORTHEAST EXTERMINATING	97713	04/09/2024	PEST MONTHLY	001-261-558-269	22.00
NORTHEAST EXTERMINATING	97714	04/09/2024	PEST MONTHLY	001-261-558-269	22.00
NORTHEAST EXTERMINATING	97715	04/09/2024	PEST MONTHLY	001-261-558-269	22.00
NORTHEAST EXTERMINATING	97716	04/09/2024	PEST MONTHLY	001-261-558-269	22.00
FUELMAN / FLEETCOR	NP66166410	04/08/2024	FUEL CHARGES 3/25-3/31/24	001-261-525-231	645.43
NICHOLAS A SHUMAKER	00052072	04/08/2024	REIMBURSEMENT FOR EMS CERTIFICATION	001-261-600-390	40.00
LOWE'S-FIRE	18601	04/09/2024	4FT LIGHTBULBS	001-261-558-269	56.94
FUELMAN / FLEETCOR	NP66250073	04/09/2024	4/1/24-4/7/24	001-261-525-231	682.53
ANDREW RACKLEY	INV0037215	04/09/2024	REIMBURSEMENT FOR MEALS: MSFA HAZMAT CLASS	001-261-600-390	64.95
PRESTON GREGG	INV0037216	04/09/2024	REIMBURSEMENT FOR MEALS: MSFA HAZMAT CLASS	001-261-600-390	92.61
STEPHAN MILLER	INV0037217	04/09/2024	REIMBURSEMENT FOR PARAMEDIC RECERTIFICATION APP	001-261-600-390	32.00
BRIAN CLARK	INV0037218	04/09/2024	REIMBURSEMENT FOR EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
JACOB VARGO	INV0037219	04/09/2024	REIMBURSEMENT FOR EMS CERITIFICATION	001-261-600-390	40.00
JACOB VARGO	INV0037220	04/09/2024	REIMBURSEMENT FOR EMT INITIAL APPLICATION FEE	001-261-600-390	104.00
KENNETH WILSON	INV0037221	04/09/2024	REIMBURSEMENT FOR EMS INITIAL CERTIFICATION	001-261-600-390	40.00
MATTHEW SCERBAK	INV0037222	04/09/2024	REIMBURSEMENT FOR EMS PROVIDER CERTIFICATION	001-261-600-390	40.00
JOHN G MCCARTER	INV0037223	04/09/2024	REIMBURSEMENT FOR EMS PROVIDER CERTIFICATION	001-261-600-390	40.00
COLEMAN NORMAN	INV0037224	04/09/2024	REIMBURSEMENT EMS PROVIDER CERTIFICATION RENEWAL	001-261-600-390	40.00
MARK MCCURDY	INV0037225	04/09/2024	REIMBURSEMENT FOR EMS PROVIDER CERTIFICATION RENEW	001-261-600-390	40.00
JOHNATHAN CAIN	INV0037226	04/09/2024	REIMBURSEMENT FOR EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
GREG COCHRAN	INV0037227	04/09/2024	REIMBURSEMENT FOR EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
JUSTIN EDWARDS	INV0037228	04/09/2024	REIMBURSEMENT FOR EMS CERTIFICATION RENEWAL	001-261-600-390	40.00
MAXXSOUTH BROADBAND	INV0037229	04/09/2024	118 AIRPORT RD	001-261-625-380	92.94
MAXXSOUTH BROADBAND	INV0037230	04/09/2024	503 E LAMPKIN ST	001-261-625-380	135.00
MAXXSOUTH BROADBAND	INV0037231	04/09/2024	102 GARRAD RD	001-261-625-380	509.13
Outstanding Total:					3,626.65
Department 261 - FIRE DEPARTMENT Total:					3,626.65

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT

Outstanding

BUILDING OFFICIALS ASSOCIATION of MISSISSIPPI *	INV0037192	04/08/2024	6 MEMBERSHIP FOR JURISDICTION	001-281-690-555	200.00
MAXXSOUTH BROADBAND	INV0037206	04/09/2024	3/31/24-4/30/24	001-281-604-330	26.88

Expense Approval Report

Post Dates: 4/4/2024 - 4/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	1YHF-CRNC-3HKL	04/08/2024	BOOT BRUSH,PACKING TAPE,500N DIGITAL FORCE GAUGE	001-281-501-200	24.59
AMAZON CAPITAL SERVICES, INC.	1YHF-CRNC-3HKL	04/08/2024	BOOT BRUSH,PACKING TAPE,500N DIGITAL FORCE GAUGE	001-281-555-250	29.95
AMAZON CAPITAL SERVICES, INC.	1YHF-CRNC-3HKL	04/08/2024	BOOT BRUSH,PACKING TAPE,500N DIGITAL FORCE GAUGE	001-281-555-250	66.99
Outstanding Total:					348.41
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					348.41
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
PRECISION COMMUNICATIONS	20347	04/08/2024	SERVICE CALL,LABOR,BATTERY	001-290-630-400	552.50
Outstanding Total:					552.50
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					552.50
Department: 301 - STREET DEPARTMENT					
Outstanding					
APAC-MISSISSIPPI, INC	4000170457	04/09/2024	12.5MM HOTMIX ASPHALT	001-301-560-270	819.25
UNIFIRST CORPORATION	1830093210	04/08/2024	UNIFORMS	001-301-535-233	146.54
CINTAS	4187793357	04/08/2024	SUPPLIES	001-301-555-250	55.91
G&C SUPPLY CO., INC	6943674	04/09/2024	PEDESTRIAN ADVANCE WARNING SIGN	001-301-565-272	550.00
MMC MATERIALS, INC.	879615	04/09/2024	3500 LB CONCRETE MIX	001-301-560-270	543.38
NEWELL PAPER COMPANY	3163329	04/09/2024	SHOP PAPER PRODUCTS & SUPPLIES, TOILET PAPER, SOAP	001-301-555-250	321.14
AMAZON CAPITAL SERVICES, INC.	15T7-C6CX-QQHW	04/09/2024	WORK SAFETY GLOVES	001-301-555-250	79.96
GATEWAY TIRE & SERVICE CENTER	1018-194695	04/09/2024	TIRES FOR TRUCK 712	001-301-630-360	295.96
UNITED RENTALS (NORTH AMERICA), INC.	232082106-001	04/09/2024	ASPHALT SPREADER	001-301-560-270	134.95
APAC-MISSISSIPPI, INC	4000171694	04/09/2024	SC-A HOTMIX ASPHALT	001-301-560-270	636.00
FASTENAL COMPANY	MSSTA106593	04/09/2024	ASPHALT CUTTING BLADES	001-301-560-270	668.45
FUELMAN / FLEETCOR	NP66166410	04/08/2024	FUEL CHARGES 3/25-3/31/24	001-301-525-231	822.69
CANNON FORD LINCOLN	210354	04/09/2024	TRANSMISSION FLUID & FILTER TRUCK 711	001-301-630-360	124.16
APAC-MISSISSIPPI, INC	4000171716	04/09/2024	SCI HOTMIX ASPHALT	001-301-560-270	640.24
MSU FACILITIES MANAGEMENT- TRAFFI...	INV0037200	04/08/2024	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	30.05
AUTOZONE	0426963004	04/09/2024	SHOP SUPPLIES/FLEET MAINTENANCE	001-301-630-360	22.42
AUTOZONE	0426963014	04/09/2024	STP MAX CABIN AIR FILTER	001-301-630-360	22.99
AUTOZONE	0426963016	04/09/2024	AIR FILTER TRUCK 711	001-301-630-360	30.39
AUTOZONE	0426963338	04/09/2024	BRAKE PADS - TRUCK 711	001-301-630-360	58.99
BELL BUILDING SUPPLY, INC.	399604	04/09/2024	MATERIAL FOR CONCRETE CURB REPAIR	001-301-560-270	93.14
ENTERPRISE FM TUST	493021A-040324	04/09/2024	VEHICLE FLEET - APRIL 2024	001-301-630-400	6.00
NORTHEAST EXTERMIN - STREET ACCT	97988	04/08/2024	MO EXTERMINATING STREET DEPT	001-301-691-550	30.00
OKTIBBEHA COUNTY COOPERATIVE	989531	04/09/2024	2 GAL SPREADER	001-301-560-270	51.98
MGM,INC.	13018	04/09/2024	HYDRAULIC CYLINDER REPAIR FOR SNORKLE OF JET TRUCK	001-301-630-400	1,868.21
UNIFIRST CORPORATION	1830094140	04/08/2024	UNIFORMS	001-301-535-233	146.54
CINTAS	4188480632	04/09/2024	STREET	001-301-555-250	55.91
MMC MATERIALS, INC.	880878	04/09/2024	3500 # CONCRETE MIX	001-301-560-270	595.25
GEVEKO MARKINGS INC	10305012932	04/09/2024	THERMO PLASTIC MARKINGS STOP INDICATORS	001-301-565-272	1,115.25
STARKVILLE LP GAS	3947642	04/09/2024	LP FUEL FOR ASPHALT TRUCK	001-301-525-231	38.51

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP66250073	04/09/2024	4/1/24-4/7/24	001-301-525-231	833.49
Outstanding Total:					10,837.75
Department 301 - STREET DEPARTMENT Total:					10,837.75
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
CSP SPORTS FACILITIES COMPANIES, LLC	INV0037209	04/09/2024	MARCH 2024	001-550-600-297	183,487.43
Outstanding Total:					183,487.43
Department 550 - PARKS AND REC DEPARTMENT Total:					183,487.43
Department: 800 - DEBT SERVICE					
Paid					
HANCOCK BANK	41663	04/04/2024	STARKVILLE 17	001-800-840-876	800.00
HANCOCK BANK	41664	04/04/2024	STARKVILLE16/GO PUB IMP SER 2016A	001-800-840-876	850.00
HANCOCK BANK	41665	04/04/2024	STARK16B/GO PUB IMP SER 2016B	001-800-840-876	850.00
Paid Total:					2,500.00
Department 800 - DEBT SERVICE Total:					2,500.00
Fund 001 - GENERAL FUND Total:					367,426.69
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
RACKLEY OIL INC.	000618775	04/09/2024	AEROSHELL 100W 6/1 QT	015-505-525-231	115.90
RACKLEY OIL INC.	000619038	04/09/2024	CAM2 5W20 OIL,BRAKE CLEANER, MS EXCISE TAX	015-505-525-231	23.87
RACKLEY OIL INC.	000619038	04/09/2024	CAM2 5W20 OIL,BRAKE CLEANER, MS EXCISE TAX	015-505-630-400	4.21
REBEL SERVICES, LLC	9735	04/09/2024	PISTOL DEADMAN 1003, FREIGHT	015-505-630-400	627.61
RACKLEY OIL INC.	000619446	04/09/2024	CHEVRON DELO 15W40-GAL,MS EXCISE TAX	015-505-525-231	39.98
AMAZON CAPITAL SERVICES, INC.	1TJG-R3DT-F3XG	04/09/2024	EISCO SEPARATORY FUNNELL 500ML	015-505-555-250	28.76
RACKLEY OIL INC.	000619537	04/09/2024	550-GAL SINGLE WALL, TUTHILL MOSEL FR700, FUEL FIL	015-505-720-801	2,783.90
EAST MISSISSIPPI LUMBER CO.	2910/1	04/09/2024	LOOSE NUTS, BOLTS, SCREWS, ALUM RIVET	015-505-501-198	34.01
TITAN AVIATION FUELS	884648	04/09/2024	JET FUEL	015-505-525-233	26,595.48
LOWE'S- AIRPORT	77221	04/09/2024	HEAVY DUTY PADLOCKS FOR GATE, LADDER FOR JET TRUCK	015-505-501-198	44.82
LOWE'S- AIRPORT	77221	04/09/2024	HEAVY DUTY PADLOCKS FOR GATE, LADDER FOR JET TRUCK	015-505-630-400	94.98
INTERSTATE BATTERY OF CNTRL MS	3047391	04/09/2024	12 VOLT BATTERY	015-505-570-273	104.95
WADE INCORPORATED	W39029	04/09/2024	REPAIRS FOR JOHN DEERE 5100E TRACTOR	015-505-630-400	1,023.13
RACKLEY OIL INC.	619841	04/09/2024	UNLEADED GAS	015-505-525-231	210.66
TITAN AVIATION FUELS	R3993898	04/09/2024	JET TRUCK RENTAL (2), AVGAS TRUCK RENTAL	015-505-600-322	800.00
MAXXSOUTH BROADBAND	INV0037207	04/09/2024	120 AIRPORT ROAD	015-505-600-338	144.95
GENTRY SIGNS	GS115122	04/09/2024	MAGNETIC SIGNS	015-505-691-550	135.00
AMAZON CAPITAL SERVICES, INC.	1J61-W943-4RVJ	04/09/2024	STARDUST SPILL KIT, FOAM CUPS	015-505-541-237	51.00
AMAZON CAPITAL SERVICES, INC.	1J61-W943-4RVJ	04/09/2024	STARDUST SPILL KIT, FOAM CUPS	015-505-630-400	43.30
CLARK BEVERAGE GROUP, INC	6430613	04/09/2024	COKE PRODUCTS	015-505-691-550	147.70

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0037212	04/09/2024	120 AIRPORT RD	015-505-600-338	196.76
Outstanding Total:					33,250.97
Department 505 - AIRPORT Total:					33,250.97
Fund 015 - AIRPORT FUND Total:					33,250.97

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-1023	04/08/2024	MERIDIAN COOP,ACC BUSINESS, PAYROLL	022-322-600-333	6,740.19
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-1123	04/08/2024	MERIDIAN COOP,ACC BUSINESS,BRIGHTLY,PAYROLL	022-322-600-333	12,703.28
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-1223	04/08/2024	UPN BILLING SERVICES,PAYROLL	022-322-600-333	4,390.62
STARKVILLE AUTO PARTS	166002	04/08/2024	HEAD LIGHT	022-322-555-250	43.83
INGRAM EQUIPMENT COMPANY,LLC	W01334	04/08/2024	REPAIR ON TRUCK 41	022-322-630-360	500.00
GATEWAY TIRE & SERVICE CENTER	1018-194084	04/08/2024	TIRES TRUCK 45	022-322-630-360	729.30
EAST MISSISSIPPI LUMBER CO.	2402-1	04/08/2024	2 EMERY CLOTH	022-322-555-250	11.18
TERRY'S GARAGE & REPAIRS, LLC	9754	04/08/2024	HOSE,PUSH LOCK,REPAIR AIR LEAK LABOR/SUPPLIES	022-322-630-360	139.10
GATEWAY TIRE & SERVICE CENTER	1018-194061	04/08/2024	TIRES & FLAT REPAIR TRUCK 128	022-322-630-406	208.55
GATEWAY TIRE & SERVICE CENTER	1018-194104	04/08/2024	TIRE TRUCK 95	022-322-630-252	373.46
UNIFIRST CORPORATION	1830092245	04/08/2024	UNIFORMS	022-322-535-233	304.47
O'REILLY AUTO PARTS	0997-354742	04/08/2024	BATTERY	022-322-630-360	294.90
EVERGREEN AG	2259755	04/08/2024	2 EXMARK LAZER E SERIES & 1 EXMARK RADIUS S SERIES	022-322-918-805	29,009.00
EVERGREEN AG	2259813	04/08/2024	TARP 10X12	022-322-555-250	14.99
TERRY'S GARAGE & REPAIRS, LLC	9763	04/08/2024	OIL/AIR/FUEL FILTER BRAKE SHOES,LABOR.SUPPLIES	022-322-630-252	1,893.32
O'REILLY AUTO PARTS	0997-355170	04/08/2024	SLIP PLATE	022-322-630-360	252.00
GATEWAY TIRE & SERVICE CENTER	1018-194235	04/08/2024	TIRES TRUCK 40	022-322-630-360	756.92
STARKVILLE AUTO PARTS	166095	04/08/2024	LAMP	022-322-555-250	19.98
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0124	04/08/2024	UPN BILLING SER ,ACC BUSINESS,ONLINE COLL PAYROLL	022-322-600-333	3,317.62
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	14620-0224	04/08/2024	UPN,ACC BUSINESS,ONLINE COLL,PAYROLL	022-322-600-333	7,412.41
GATEWAY TIRE & SERVICE CENTER	1018-194436	04/08/2024	TRUCK 41 TIRESE	022-322-630-360	805.70
GATEWAY TIRE & SERVICE CENTER	1018-194224	04/08/2024	TIRES TRUCK 93	022-322-630-252	355.84
STARKVILLE AUTO PARTS	166137	04/08/2024	RADIATOR HOSE	022-322-555-250	8.95
BANKPLUS	INV0037202	04/08/2024	8 YARD REAR LOADER	022-322-820-882	11,830.99
GATEWAY TIRE & SERVICE CENTER	1018-194451	04/08/2024	TRUCK 96A OIL CHANGE	022-322-630-360	99.10
GATEWAY TIRE & SERVICE CENTER	1018-194473	04/08/2024	TRUCK 100 OIL CHANGE	022-322-630-360	109.25
UNIFIRST CORPORATION	1830093209	04/08/2024	UNIFORMS	022-322-535-233	304.47
TERRY'S GARAGE & REPAIRS, LLC	9795	04/08/2024	TRUCK 40 PTO LEAK/LABOR & SUPPLIES	022-322-630-360	122.40
H&R AGRI-POWER	CN52283	04/08/2024	SINGLE SPIN,SEAL	022-322-555-250	209.01
CHRISTOPHER SMILEY	INV0037201	04/08/2024	REIMBUREMENT FROM SWANA CONFERENCE	022-322-610-350	434.00
NEWELL PAPER COMPANY	3163330	04/08/2024	PAPER TOWELS, DISINF CLEANER,WINDEX,SCRIM WIPER	022-322-501-200	564.40
WASTE PRO	0000287107	04/08/2024	RECYCLING HAUL OFF	022-322-600-431	1,575.00
CADENCE /ELAN VISA	90826863	04/08/2024	MARCH 2024 INDEED	022-322-610-340	79.01

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GATEWAY TIRE & SERVICE CENTER	1018-194622	04/08/2024	TIRES TRUCK 93	022-322-630-252	706.92
SGK LANDSCAPES, LLC	128013	04/08/2024	MEDIAN MAINTENANCE	022-322-600-338	751.50
SGK LANDSCAPES, LLC	128014	04/08/2024	LOUISVILLE,NASH,RUSSELL ST HWY 12 MEDIAN MAINTENANCE	022-322-600-338	1,730.29
EVERGREEN AG	2261591	04/08/2024	STIHL MAGNUM BLOWER	022-322-918-805	989.98
FUELMAN / FLEETCOR	NP66166410	04/08/2024	FUEL CHARGES 3/25-3/31/24	022-322-525-231	3,400.83
SECURITY SOLUTIONS	25998	04/08/2024	INSTALL NEW MONITOR FOR CAMERAS	022-322-604-330	623.15
GATEWAY TIRE & SERVICE CENTER	1018-194809	04/08/2024	TRUCK 40 TIRES	022-322-630-360	756.92
NORTHEAST EXTERMIN - SANIT. ACCT	97987	04/08/2024	MO EXTERMINATING	022-322-600-300	30.00
FUELMAN / FLEETCOR	NP66250073	04/09/2024	SANITATION DEPT 4/1/24-4/7/24	022-322-525-231	3,729.88
Outstanding Total:					98,332.71
Paid					
GTR SOLID WASTE MGMT. AUTH	APRIL2024	04/04/2024	SOLID WASTE TICKET APRIL 2024	022-322-600-379	28,113.38
Paid Total:					28,113.38
Department 322 - SANITATION DEPARTMENT Total:					126,446.09
Fund 022 - ENVIRONMENTAL SERVICES Total:					126,446.09

Fund: 200 - DEBT SERVICE FUND

Department: 800 - DEBT SERVICE

Outstanding

HANCOCK WHITNEY BANK *	03182024	04/08/2024	SPECIAL OB BDS SERIES 2019	200-800-830-881	26,605.50
HANCOCK WHITNEY BANK *	031824	04/08/2024	SPECIAL OBLIGATION BONDS SERIES 2018	200-800-820-882	430,000.00
HANCOCK WHITNEY BANK *	031824	04/08/2024	SPECIAL OBLIGATION BONDS SERIES 2018	200-800-830-882	50,486.67
BANCORP SOUTH FUNDS MANAGEMENT	INV0037195	04/08/2024	P&I 2011 MIDDLETON BOND ANNUAL	200-800-820-874	48,350.00
Outstanding Total:					555,442.17
Department 800 - DEBT SERVICE Total:					555,442.17
Fund 200 - DEBT SERVICE FUND Total:					555,442.17

Fund: 300 - CAPITAL PROJECTS FUND

Department: 000 - UNDESIGNATED

Outstanding

NEEL-SCHAFER	1095066	04/08/2024	STARKVILLE-COMPREHENSIVE ACTION PLAN	300-000-912-809	19,420.96
Outstanding Total:					19,420.96
Department 000 - UNDESIGNATED Total:					19,420.96
Fund 300 - CAPITAL PROJECTS FUND Total:					19,420.96

Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS

Department: 300 - STREET DEPARTMENT

Outstanding

NEEL-SCHAFER	1095070	04/08/2024	OLD MAYHEW RD & E LEE INTERSECTION DESIGN	305-300-600-300	25,963.33
MARK E. SHAW	68	04/08/2024	UTILITY INSPECTOR 3/24-3/30/24	305-300-600-324	195.00
Outstanding Total:					26,158.33
Department 300 - STREET DEPARTMENT Total:					26,158.33

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 600 - CAPITAL PROJECTS					
Outstanding					
APAC-MISSISSIPPI, INC	712374-07	04/08/2024	STREET IMPROVEMENTS	305-600-912-800	269,370.28
Outstanding Total:					269,370.28
Department 600 - CAPITAL PROJECTS Total:					269,370.28
Fund 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Total:					295,528.61
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
STARKVILLE UTILITIES-SANITATION/OTHER BILLING	INV0037203	04/08/2024	SPORTSPLEX SOCCER FIELD LIGHTS REPAIR	375-551-907-942	13,548.92
GTO GOLF KARS	2462	04/08/2024	(2) 2024 GAS GOLF CART	375-551-907-943	18,500.00
Outstanding Total:					32,048.92
Department 551 - PARK & REC TOURISM Total:					32,048.92
Fund 375 - PARK AND REC TOURISM Total:					32,048.92
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR					
Department: 318 - MS182/MLK					
Outstanding					
KIMLEY HORN	014160003-0224	04/08/2024	HWY 182 REDESIGN	377-318-680-300	18,381.17
KILLEN CONTRACTORS INC	6 FINAL	04/09/2024	HIGHWAY 182 OFF-CORRIDOR FINAL	377-318-912-840	129,923.44
Outstanding Total:					148,304.61
Department 318 - MS182/MLK Total:					148,304.61
Fund 377 - BUILD GRANT MS 182 / MLK CORRIDOR Total:					148,304.61
Fund: 681 - PAYROLL					
Department: 000 - UNDESIGNATED					
Paid					
METLIFE	APRIL2024	04/04/2024	APRIL METLIFE	681-000-115-717	8,480.24
Paid Total:					8,480.24
Department 000 - UNDESIGNATED Total:					8,480.24
Fund 681 - PAYROLL Total:					8,480.24
Grand Total:					1,586,349.26

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	367,426.69	48,641.36
015 - AIRPORT FUND	33,250.97	0.00
022 - ENVIRONMENTAL SERVICES	126,446.09	28,113.38
200 - DEBT SERVICE FUND	555,442.17	0.00
300 - CAPITAL PROJECTS FUND	19,420.96	0.00
305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS	295,528.61	0.00
375 - PARK AND REC TOURISM	32,048.92	0.00
377 - BUILD GRANT MS 182 / MLK CORRIDOR	148,304.61	0.00
681 - PAYROLL	8,480.24	8,480.24
Grand Total:	1,586,349.26	85,234.98

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	2,109.00	0.00
001-000-054-205	DUE FROM STARKVILLE ...	165.61	0.00
001-000-118-790	SUSPENSE ACCOUNT	71.00	71.00
001-000-149-691	MUNICIPAL COURT BON...	1,444.25	1,444.25
001-005-054-208	DUE FROM PARKS & REC...	212.06	0.00
001-110-330-166	TRAUMA TRAFFIC	1,322.00	1,322.00
001-110-330-376	COURT CONSTITUENTS	146.05	146.05
001-110-330-377	MOTOR VEHICLE LIABILI...	158.75	158.75
001-110-330-378	APPEARANCE BOND FEES	666.75	666.75
001-110-330-382	TRAFFIC VIOLATION	22,041.45	22,041.45
001-110-330-385	IMPLIED CONSENT	3,021.00	3,021.00
001-110-330-386	WIRELESS COMM FEE	2,660.50	2,660.50
001-110-330-387	OTHER MISDEMEANORS	5,061.11	5,061.11
001-110-330-389	ADULT DRIVER'S TRAINI...	40.00	40.00
001-110-330-393	VICTIMS BOND FEE	314.00	314.00
001-110-330-395	DRUG VIOLATION	42.75	42.75
001-110-330-396	NON-ADJUDICATION (IN...	1,500.00	1,500.00
001-110-330-397	DUI OFFENSE (INLC14)	315.00	315.00
001-110-330-398	UNINSURED MOTORIST	7,336.75	7,336.75
001-110-604-330	POSTAGE / COMMUNIC...	26.86	0.00
001-120-565-272	PAID PARKING EXPENSES	186.00	0.00
001-120-600-301	LOBBYING SERVICES	3,125.00	0.00
001-120-600-302	MEDIA/PUBLIC RELATIO...	4,500.00	0.00
001-120-604-330	COMMUNICATIONS	26.88	0.00
001-123-501-200	SUPPLIES	122.00	0.00
001-123-604-330	COMMUNICATIONS	921.82	0.00
001-123-625-380	CAMERA OPERATING EX...	160.00	0.00
001-123-918-805	EQUIPMENT & PYMTS	31,584.10	0.00
001-123-918-806	CAMERA LEASE PAYMEN...	1,153.00	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	7.34	0.00
001-142-600-303	SOFTWARE - CITYWIDE	165.00	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	26.87	0.00
001-169-600-302	CITY ATTORNEY GENERAL	13,891.60	0.00
001-169-600-312	CITY ATTORNEY LITIGAT...	2,111.00	0.00
001-180-501-200	SUPPLIES AND EQUIPM...	55.42	0.00
001-180-600-320	DRUG/BACKGROUND C...	152.50	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	26.88	0.00
001-180-610-340	ADVERTISING	109.25	0.00
001-190-604-330	COPIERS/PHONES/IPADS	112.53	0.00
001-192-510-220	SUPPLIES	125.54	0.00
001-192-600-338	CONTRACT SERVICES	1,734.00	0.00
001-195-951-966	CHAMBER OF COMMER...	6,250.00	0.00
001-197-604-330	COMMUNICATIONS	26.88	0.00
001-201-501-200	OFFICE SUPPLIES	707.64	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-525-231	GAS & OIL	6,617.13	0.00
001-201-535-233	UNIFORMS	1,607.70	0.00
001-201-541-237	PRISONER JAIL EXPENSES	13,285.00	0.00
001-201-541-240	PRISONER MEDICAL/SU...	85.38	0.00
001-201-555-208	JANITORIAL SUPPLIES	273.00	0.00
001-201-556-251	POLICE SUPPLIES	5,681.65	0.00
001-201-600-300	PROFESSIONAL SERVICES	589.79	0.00
001-201-600-319	PHYSICAL & PERSONNEL...	188.00	0.00
001-201-604-330	PHONES/COPIES/POSTA...	95.00	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	4,701.97	0.00
001-201-640-398	ENTERPRISE FLEET LEASE	5,703.11	0.00
001-201-690-552	POLICE TRAINING/EDUC...	5,262.45	0.00
001-201-730-544	JAG "5K" GRANT 22IL23...	672.45	0.00
001-201-918-805	EQUIPMENT & SOFTWA...	4,139.79	0.00
001-245-690-552	DISPATCHER TRAINING	144.20	0.00
001-246-525-231	GAS & OIL	196.11	0.00
001-246-630-400	VEHICLE MAINTENANCE	12.00	0.00
001-246-640-398	ENTERPRISE FLEET LEASE	883.08	0.00
001-261-501-200	OFFICE SUPPLIES / EXPE...	376.45	0.00
001-261-525-231	GAS & OIL	1,327.96	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	58.84	0.00
001-261-558-269	BUILDING MAINTENANCE	166.94	0.00
001-261-600-390	FIRE TRAINING	932.56	0.00
001-261-604-330	PHONES/CABLE/INTERN...	26.83	0.00
001-261-625-380	UTILITIES	737.07	0.00
001-281-501-200	OFFICE SUPPLIES	24.59	0.00
001-281-555-250	SMALL TOOLS/EQUIPM...	96.94	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	26.88	0.00
001-281-690-555	DUES	200.00	0.00
001-290-630-400	MAINT CONTRACT & RE...	552.50	0.00
001-301-525-231	GAS & OIL	1,694.69	0.00
001-301-535-233	UNIFORMS	293.08	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	512.92	0.00
001-301-560-270	CONSTRUCTION MATER...	4,182.64	0.00
001-301-565-272	STREETS SIGNS & PAINT	1,665.25	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	30.05	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	554.91	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	1,874.21	0.00
001-301-691-550	MISCELLANEOUS	30.00	0.00
001-550-600-297	OPERATING EXPENSE RE...	183,487.43	0.00
001-800-840-876	BOND FEES	2,500.00	2,500.00
015-505-501-198	BUILDING REPAIRS & MA...	78.83	0.00
015-505-525-231	GAS & OIL	390.41	0.00
015-505-525-233	JET A FUEL PURCHASES	26,595.48	0.00
015-505-541-237	OPERATING SUPPLIES	51.00	0.00
015-505-555-250	SMALL EQUIPMENT & T...	28.76	0.00
015-505-570-273	VEHICLE REPAIR PARTS &...	104.95	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC...	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER...	341.71	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	1,793.23	0.00
015-505-691-550	MISCELLANEOUS	282.70	0.00
015-505-720-801	CAPITAL OUTLAY, IMPR...	2,783.90	0.00
022-322-501-200	OFFICE SUPPLIES	564.40	0.00
022-322-525-231	GAS & OIL	7,130.71	0.00
022-322-535-233	UNIFORMS	608.94	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	307.94	0.00
022-322-600-300	PROFESSIONAL SERVICES	30.00	0.00
022-322-600-333	ADMINISTRATIVE SERVI...	34,564.12	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-600-338	HWY 12 MAINT/RUSSELL...	2,481.79	0.00
022-322-600-379	LANDFILL FEES	28,113.38	28,113.38
022-322-600-431	CONTRACT RECYCLING ...	1,575.00	0.00
022-322-604-330	COPIER, PHONES, RADIOS	623.15	0.00
022-322-610-340	ADVERTISING	79.01	0.00
022-322-610-350	TRAVEL / TRAINING / DU...	434.00	0.00
022-322-630-252	VEHICLE R&M - COMME...	3,329.54	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	4,565.59	0.00
022-322-630-406	EQUIPMENT R&M - LAN...	208.55	0.00
022-322-820-882	BANKPLUS - 8 YARD REA...	11,830.99	0.00
022-322-918-805	MACHINERY/EQUIP/DU...	29,998.98	0.00
200-800-820-874	2011 MIDDLETON TIF	48,350.00	0.00
200-800-820-882	2018 4.5M GO PI	430,000.00	0.00
200-800-830-881	2019 3M GO PI - INTERE...	26,605.50	0.00
200-800-830-882	2018 4.5M GO INTEREST	50,486.67	0.00
300-000-912-809	SAFE STREETS 4 ALL CO...	19,420.96	0.00
305-300-600-300	PROFESSIONAL SERVICES	25,963.33	0.00
305-300-600-324	INSPECTION AND TESTI...	195.00	0.00
305-600-912-800	2023 STREET IMPROVE...	269,370.28	0.00
375-551-907-942	EXISTING PARK IMPROV...	13,548.92	0.00
375-551-907-943	CAPITAL PURCHASES	18,500.00	0.00
377-318-680-300	PROFESSIONAL DESIGN ...	18,381.17	0.00
377-318-912-840	OFF-CORRIDOR ELECTRIC..	129,923.44	0.00
681-000-115-717	METLIFE	8,480.24	8,480.24
Grand Total:		1,586,349.26	85,234.98

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,186,860.54	85,234.98
305300600324	195.00	0.00
305600912800	269,370.28	0.00
377318912840	129,923.44	0.00
Grand Total:	1,586,349.26	85,234.98



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

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	95	2	LADIES PROMO									
1389	04/09/24	12118	Uniforms		04/17/24	1400.54	.00	ACH				
				VENDOR	TOTAL:	1400.54						
VENDOR:	110		ARKANSAS ELECTRIC									
03103505	04/09/24	12124	Materials		04/17/24	2040.00	.00	ACH				
03104573	04/09/24	12215	Materials		04/17/24	1540.00	.00	ACH				
				VENDOR	TOTAL:	3580.00						
VENDOR:	116		AMAZON CAPITAL SERVICES									
1CP4-FT3N-19QJ	04/09/24	12226	Safety Supplies		04/17/24	496.99	.00	ACH				
1F4F-R1JK-CDJK	04/09/24	12189	Equipment		04/17/24	159.96	.00	ACH				
1NX9-XV96-7J61	04/09/24	12206	IT Supplies		04/17/24	141.99	.00	ACH				
1RH1-YKDL-CMT6	04/04/24	12168	Equipment		04/17/24	99.98	.00	ACH				
				VENDOR	TOTAL:	898.92						
VENDOR:	124		ATMOS ENERGY									
3012612404-0424	04/10/24	12003	Utility Bill		04/17/24	280.22	.00	ACH				
				VENDOR	TOTAL:	280.22						
VENDOR:	125		AT & T									
2024-03	04/09/24	12001	Phone Bill		04/17/24	1254.57	.00	CHK				
				VENDOR	TOTAL:	1254.57						
VENDOR:	131		ALTEC INDUSTRIES, INC.									
12533480	04/09/24	12138	Maintenance		04/17/24	2276.76	.00	ACH				
51404225	04/09/24	12209	Maintenance		04/17/24	219.53	.00	ACH				
51408254	04/09/24	12207	Inspection		04/17/24	650.00	.00	ACH				
				VENDOR	TOTAL:	3146.29						
VENDOR:	134		ATWELL & GENT, P.A.									
24-117	04/04/24	12056	Engineering Services		04/17/24	2080.00	.00	ACH				
24-118	04/04/24	12057	Engineering Services		04/17/24	5065.00	.00	ACH				
24-119	04/04/24	12058	Engineering Services		04/17/24	170.00	.00	ACH				
24-120	04/04/24	12059	Engineering Services		04/17/24	2470.00	.00	ACH				
24-121	04/04/24	12227	Engineering Services		04/17/24	1190.00	.00	ACH				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
24-122	04/04/24	12060	Engineering Services		04/17/24	170.00	.00	ACH			
VENDOR TOTAL:						11145.00					
VENDOR: 144 ANIXTER, INC.											
5968085-00	04/09/24	12095	Materials		04/17/24	382.50	.00	ACH			
5971055-00	04/09/24	12101	Materials		04/17/24	8533.50	.00	ACH			
5972353-00	04/09/24	12107	Materials		04/17/24	1530.00	.00	ACH			
5991058-00	04/09/24	12162	Materials		04/17/24	572.40	.00	ACH			
5998732-00	04/04/24	12177	Safety Equipment		04/17/24	4584.76	.00	ACH			
5998800-00	04/09/24	12178	Equipment		04/17/24	28.50	.00	ACH			
5998800-001	04/09/24	12178	Equipment		04/17/24	6900.00	.00	ACH			
VENDOR TOTAL:						22531.66					
VENDOR: 320 CARLOCK DODGE OF TUPELO MS.											
60119123	04/09/24	12180	Maintenance		04/17/24	4433.42	.00	CHK			
VENDOR TOTAL:						4433.42					
VENDOR: 360 COLBY MCCLAIN											
040324-040524	04/10/24	0	TVPPA-Franklin, TN		04/17/24	391.58	.00	ACH			
VENDOR TOTAL:						391.58					
VENDOR: 400 IVY AUTO PARTS											
727805	04/09/24	12190	Maintenance		04/17/24	20.99	.00	ACH			
VENDOR TOTAL:						20.99					
VENDOR: 455 EXELL WATER & COFFEE, INC.											
598047	04/09/24	12005	Water		04/17/24	45.79	.00	ACH			
VENDOR TOTAL:						45.79					
VENDOR: 496 EAST MISS LUMBER											
3017-1	04/04/24	12218	Supplies		04/17/24	12.48	.00	CHK			
VENDOR TOTAL:						12.48					
VENDOR: 561 ELVIRA'S TRUCKING ACADEMY											
658710	04/09/24	12246	CDL Training		04/17/24	1150.00	.00	ACH			
VENDOR TOTAL:						1150.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 616 FUELMAN											
NP66166410	04/04/24	12006	Fuel		04/17/24	1368.77	.00	CHK			
NP66250073	04/09/24	12006	Fuel		04/17/24	2074.61	.00	CHK			
VENDOR TOTAL:						3443.38					
VENDOR: 622 GRAHAM ROOFING INC											
8664	04/09/24	12241	Maintenance		04/17/24	2610.00	.00	ACH			
VENDOR TOTAL:						2610.00					
VENDOR: 696 GARNER LUMLEY ELECTRIC											
608461	04/09/24	12100	Materials		04/17/24	795.00	.00	ACH			
VENDOR TOTAL:						795.00					
VENDOR: 721 GOLDEN TRIANGLE SOLID WASTE											
STMT 3/31/24	04/09/24	12015	ROW Clearing		04/17/24	367.74	.00	ACH			
VENDOR TOTAL:						367.74					
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.											
50026630-00	04/09/24	11945	Materials		04/17/24	1092.00	.00	ACH			
50027026-00	04/09/24	12133	Materials		04/17/24	761.00	.00	ACH			
50027026-01	04/09/24	12133	Materials		04/17/24	6147.40	.00	ACH			
50027102-00	04/09/24	12165	Materials		04/17/24	570.00	.00	ACH			
50027185-00	04/09/24	12214	Materials		04/17/24	2381.25	.00	ACH			
VENDOR TOTAL:						10951.65					
VENDOR: 1205 LOWE'S											
901792-MKMAUK	04/09/24	12242	Materials		04/17/24	225.04	.00	CHK			
VENDOR TOTAL:						225.04					
VENDOR: 1280 MABCO WELDING											
443	04/04/24	11048	Maintenance		04/17/24	870.00	.00	ACH			
VENDOR TOTAL:						870.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
2796	04/09/24	12011	ROW Clearing		04/17/24	1568.40	.00	ACH			
2797	04/09/24	12011	ROW Clearing		04/17/24	5800.80	.00	ACH			
2798	04/09/24	12011	ROW Clearing		04/17/24	5416.00	.00	ACH			
VENDOR TOTAL:						25357.10					
VENDOR: 1891 S & K DOOR & SPECIALTY CO											
82091	04/09/24	12238	Maintenance		04/17/24	2995.00	.00	ACH			
VENDOR TOTAL:						2995.00					
VENDOR: 1932 STARKVILLE DAILY NEWS											
300248339	04/09/24	12243	Public Hearing Notice		04/17/24	169.00	.00	ACH			
VENDOR TOTAL:						169.00					
VENDOR: 1940 STUART C. IRBY											
S013890838.001	04/09/24	12049	Uniforms		04/17/24	238.40	.00	ACH			
S013897187.001	04/09/24	12105	Materials		04/17/24	1691.20	.00	ACH			
VENDOR TOTAL:						1929.60					
VENDOR: 2005 TK ELEVATOR CORPORATION											
3007649828	04/10/24	12082	Maintenance		04/17/24	725.63	.00	ACH			
3007811942	04/10/24	12082	Maintenance		04/17/24	725.63	.00	ACH			
VENDOR TOTAL:						1451.26					
VENDOR: 2020 IT'S JUST ICE, INC.											
23920	04/04/24	11550	Maintenance		04/17/24	400.00	.00	CHK			
VENDOR TOTAL:						400.00					
VENDOR: 2027 TEREX UTILITIES, INC.											
7402025	04/09/24	9700	Derrick Truck		04/17/24	505237.00	.00	CHK			
VENDOR TOTAL:						505237.00					
VENDOR: 2098 ULINE											
176320772	04/09/24	12228	Supplies		04/17/24	434.23	.00	ACH			
VENDOR TOTAL:						434.23					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ	
VENDOR: 2116 UTILITECH												
2966	04/09/24	12008	Product Development and Supp		04/17/24	500.00	.00	ACH				
VENDOR TOTAL:						500.00						
VENDOR: 2117 UTILITY MAINT SPECIALIST INC												
5506	04/09/24	12244	Substation Testing & Mainten		04/17/24	444.00	.00	ACH				
VENDOR TOTAL:						444.00						
VENDOR: 2118 BORDER STATES ELECTRIC												
928082845	04/09/24	12191	Materials		04/17/24	9840.00	.00	ACH				
928131213	04/09/24	12234	Materials		04/17/24	1860.00	.00	ACH				
VENDOR TOTAL:						11700.00						
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.												
30030121	04/09/24	12014	Gas		04/17/24	133.92	.00	ACH				
VENDOR TOTAL:						133.92						
VENDOR: 2209 VERIZON CONNECT FLEET USA												
360000057862	04/04/24	12012	Vehicle GPS Service		04/17/24	827.86	.00	CHK				
VENDOR TOTAL:						827.86						
VENDOR: 2210 VERIZON WIRELESS												
9906509531	04/08/24		0 Phone bill 2821-01		04/17/24	360.09	.00	CHK				
VENDOR TOTAL:						360.09						
VENDOR: 2303 WATERMARK PRINTERS												
16392	04/04/24	12169	Supplies		04/17/24	128.00	.00	ACH				
VENDOR TOTAL:						128.00						
VENDOR: 2305 WASTE PRO												
000287182	04/09/24	12013	Dumpster Fees		04/17/24	497.79	.00	ACH				
VENDOR TOTAL:						497.79						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/17/24 ACCOUNT 23200

UNPAID INVOICES

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RUN DATE 04/10/24 01:06 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2323 WHITTINGTON OFFICE FURNITURE											
601091568	04/04/24	11799	Equipment		04/17/24	1073.00	.00	ACH			
VENDOR TOTAL:						1073.00					
VENDOR: 99009994 ROBERT ATKINS											
3/25/24	04/05/24		0 Supplies		04/17/24	11.76	.00	ACH			
VENDOR TOTAL:						11.76					
GRAND TOTAL:						653627.73					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 76 APAC MISSISSIPPI, INC.											
4000172108	04/10/24	8400	Asphalt		04/17/24	620.06	.00	ACH			
VENDOR TOTAL:						620.06					
VENDOR: 116 AMAZON CAPITAL SERVICES											
1HVY-CC14-F3WM	04/04/24	8688	Equipment		04/17/24	372.67	.00	ACH			
VENDOR TOTAL:						372.67					
VENDOR: 186 BRENNTAG MID-SOUTH											
BMS632266	04/08/24	8650	Chemicals		04/17/24	2733.95	.00	ACH			
BMS633459	04/08/24	8685	Chemicals		04/17/24	1055.00	.00	ACH			
BMS633460	04/08/24	8685	Chemicals		04/17/24	659.00	.00	ACH			
BMS633461	04/08/24	8685	Chemicals		04/17/24	1055.00	.00	ACH			
BMS633462	04/08/24	8685	Chemicals		04/17/24	1055.00	.00	ACH			
BMS637826	04/09/24	8685	Chemicals		04/17/24	990.00	.00	ACH			
BMS637827	04/09/24	8685	Chemicals		04/17/24	1782.00	.00	ACH			
BMS637828	04/09/24	8685	Chemicals		04/17/24	1386.00	.00	ACH			
BMS637829	04/09/24	8685	Chemicals		04/17/24	1386.00	.00	ACH			
BMS637830	04/09/24	8685	Chemicals		04/17/24	263.00	.00	ACH			
VENDOR TOTAL:						12364.95					
VENDOR: 191 BANCORPSOUTH-2019 BONDS											
04/04/2024	04/09/24	0	Bond Payment 82-0097-01-2		04/17/24	534950.00	.00	ACH			
VENDOR TOTAL:						534950.00					
VENDOR: 200 BUILDING TECHNOLOGY SERVICES											
AM4235	04/04/24	8711	Safety Equipment		04/17/24	264.00	.00	CHK			
VENDOR TOTAL:						264.00					
VENDOR: 202 BELL BUILDING SUPPLY											
399620	04/08/24	8733	Safety Supplies		04/17/24	27.98	.00	ACH			
399969	04/10/24	8755	Supplies		04/17/24	13.98	.00	ACH			
VENDOR TOTAL:						41.96					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	220	CENTRAL PIPE SUPPLY									
S100358766.002	04/04/24	8331	Materials		04/17/24	114.40	.00	ACH			
S100364493.001	04/04/24	8497	Materials		04/17/24	1339.50	.00	ACH			
S100366467.001	04/04/24	8638	Materials		04/17/24	1752.70	.00	ACH			
S100366877.001	04/04/24	8653	Materials		04/17/24	1202.80	.00	ACH			
VENDOR TOTAL:						4409.40					
VENDOR:	303	C SPIRE									
2024-03	04/09/24	8402	Phone Bill		04/17/24	371.21	.00	CHK			
VENDOR TOTAL:						371.21					
VENDOR:	315	CLEARWATER CONSULTANTS, INC.									
101212402	04/04/24	8720	Engineering Services		04/17/24	24150.00	.00	ACH			
VENDOR TOTAL:						24150.00					
VENDOR:	352	THE CLINIC AT ELM LAKE PA									
39126	04/04/24	0	Immunizations		04/17/24	1176.00	.00	ACH			
VENDOR TOTAL:						1176.00					
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY									
MS0311032	04/08/24	8744	Machine Rental		04/17/24	1825.00	.00	ACH			
MS0311093	04/09/24	8716	Materials		04/17/24	4639.00	.00	ACH			
MS0311094	04/09/24	8758	Materials		04/17/24	250.00	.00	ACH			
MS0311095	04/09/24	8722	Materials		04/17/24	1514.10	.00	ACH			
MS0311096	04/09/24	8665	Materials		04/17/24	635.00	.00	ACH			
MS0311151	04/09/24	8732	Materials		04/17/24	1266.00	.00	ACH			
MS0311183	04/10/24	8715	Materials		04/17/24	2745.00	.00	ACH			
MS031946	04/08/24	8608	Materials		04/17/24	1300.00	.00	ACH			
MS031947	04/08/24	8674	Materials		04/17/24	3770.00	.00	ACH			
MS031948	04/08/24	8689	Materials		04/17/24	335.00	.00	ACH			
VENDOR TOTAL:						18279.10					
VENDOR:	400	IVY AUTO PARTS									
728492	04/08/24	8737	Tools		04/17/24	379.00	.00	ACH			
VENDOR TOTAL:						379.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	470	DNA UNDERGROUND, LLC								
229003-11	04/10/24	8692 Main & Lampkin Water/Sewer I		04/17/24	44175.00	.00	CHK			
229003-12	04/05/24	0 Main & Lampkin Water/Sewer I		04/17/24	139433.48	.00	CHK			
VENDOR TOTAL:					183608.48					
VENDOR:	604	FASTENAL								
MSSTA106607	04/09/24	8729 Safety Supplies		04/17/24	463.68	.00	ACH			
VENDOR TOTAL:					463.68					
VENDOR:	605	FERGUSON ENTERPRISES LLC								
0810212	04/09/24	8357 Materials		04/17/24	2690.00	.00	ACH			
0817996	04/04/24	8714 Materials		04/17/24	710.00	.00	ACH			
0817998	04/08/24	8714 Materials		04/17/24	1065.00	.00	ACH			
VENDOR TOTAL:					4465.00					
VENDOR:	606	4-COUNTY EPA								
248005-FEB 2024	03/06/24	0 Utilities expense		04/17/24	1366.86-	.00	DFT			
248005-MAR 2024	04/04/24	0 Utilities expense		04/17/24	14278.22	.00	DFT			
VENDOR TOTAL:					12911.36					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-192240	04/09/24	8484 Maintenance		04/17/24	847.07	.00	ACH			
VENDOR TOTAL:					847.07					
VENDOR:	702	HACH								
13976064	04/04/24	8700 Materials		04/17/24	1994.00	.00	ACH			
VENDOR TOTAL:					1994.00					
VENDOR:	907	INDUSTRIAL CHEMICALS INC								
546276	04/10/24	8701 Materials		04/17/24	4832.95	.00	ACH			
VENDOR TOTAL:					4832.95					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1021 KIMBALL MIDWEST											
102075503	04/09/24	8725	Materials		04/17/24	324.77	.00	CHK			
VENDOR TOTAL:						324.77					
VENDOR: 1205 LOWE'S											
901012-MUGFZG	04/09/24	8751	Tools		04/17/24	107.32	.00	CHK			
901106-MUKSGT	04/09/24	8752	Safety Supplies		04/17/24	41.72	.00	CHK			
901725-MSXDOT	04/04/24	8710	Materials		04/17/24	57.37	.00	CHK			
971953-MSXDPB	04/04/24	8706	Tools		04/17/24	434.77	.00	CHK			
992209-MTWNVK	04/08/24	8736	Safety Supplies		04/17/24	45.44	.00	CHK			
997676-MUGGAK	04/09/24	8750	Materials		04/17/24	50.33	.00	CHK			
VENDOR TOTAL:						736.95					
VENDOR: 1302 MOCKBEE ELLIS, P.A.											
24126	04/10/24	7746	Legal Services		04/17/24	8464.00	.00	ACH			
VENDOR TOTAL:						8464.00					
VENDOR: 1322 MMC MATERIALS, INC.											
879340	04/09/24	8651	Concrete		04/17/24	376.88	.00	ACH			
879878	04/04/24	8651	Concrete		04/17/24	337.50	.00	ACH			
880665	04/09/24	8651	Concrete		04/17/24	376.88	.00	ACH			
881075	04/10/24	8651	Concrete		04/17/24	337.50	.00	ACH			
VENDOR TOTAL:						1428.76					
VENDOR: 1390 JACKSON NEWELL PAPER CO											
3163082	04/04/24	8627	Supplies		04/17/24	27.53	.00	ACH			
3163199	04/04/24	8627	Supplies		04/17/24	74.85	.00	ACH			
316922	04/04/24	8627	Supplies		04/17/24	142.10	.00	ACH			
VENDOR TOTAL:						244.48					
VENDOR: 1525 OKTIBBEHA COUNTY COOP											
986007	04/05/24	8697	Materials		04/17/24	49.55	.00	ACH			
986300	04/05/24	8457	Uniforms		04/17/24	109.28	.00	ACH			
986688	04/04/24	8709	Top Soil		04/17/24	35.00	.00	ACH			
989254	04/08/24	8730	Top Soil		04/17/24	35.00	.00	ACH			
989479	04/10/24	8734	Uniforms		04/17/24	45.46	.00	ACH			
VENDOR TOTAL:						274.29					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1623 POWERSTROKE EQUIPMENT, INC											
8262	04/08/24		8735 Maintenance		04/17/24	97.95	.00	ACH			
8268	04/08/24		8740 Maintenance		04/17/24	21.98	.00	ACH			
VENDOR TOTAL:						119.93					
VENDOR: 1815 UNITED LABORATORIES INC.											
INV404415	04/09/24		8718 Materials		04/17/24	861.64	.00	ACH			
VENDOR TOTAL:						861.64					
VENDOR: 1818 UNITED RENTALS INC											
232135346-001	04/04/24		8724 Tools		04/17/24	485.38	.00	ACH			
VENDOR TOTAL:						485.38					
VENDOR: 1860 RJ YOUNG COMPANY											
INV6861104	04/09/24		8408 Copier Services		04/17/24	42.18	.00	ACH			
VENDOR TOTAL:						42.18					
VENDOR: 1891 S & K DOOR & SPECIALTY CO											
82080	04/08/24		8747 Maintenance		04/17/24	300.00	.00	ACH			
VENDOR TOTAL:						300.00					
VENDOR: 1892 S&N AIROFLO INC											
19073	04/08/24		6044 Pump Rental		04/17/24	6000.00	.00	ACH			
VENDOR TOTAL:						6000.00					
VENDOR: 1917 RONNIE JONES CONST, INC.											
20242255	04/08/24		8683 Crusher Run		04/17/24	3372.07	.00	ACH			
VENDOR TOTAL:						3372.07					
VENDOR: 1921 STAPLES BUSINESS CREDIT											
6000790605	04/05/24		8637 Supplies		04/17/24	64.23	.00	CHK			
6000790606	04/05/24		8668 Supplies		04/17/24	41.08	.00	CHK			
VENDOR TOTAL:						105.31					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1937 SOUTHERN PIPE & SUPPLY											
8944065-00	04/04/24	8631	Materials		04/17/24	1588.20	.00	ACH			
9145915-00	04/04/24	8522	Materials		04/17/24	2998.80	.00	ACH			
VENDOR TOTAL:						4587.00					
VENDOR: 2036 TUPELO DIESEL SERVICE, INC											
636	04/09/24	8707	Maintenance		04/17/24	3115.33	.00	ACH			
96116	04/09/24	8746	Maintenance		04/17/24	118.02	.00	ACH			
VENDOR TOTAL:						3233.35					
VENDOR: 2098 ULINE											
176129427	04/08/24	8705	Supplies		04/17/24	222.55	.00	ACH			
176573891	04/10/24	8753	Safety Supplies		04/17/24	383.63	.00	ACH			
VENDOR TOTAL:						606.18					
VENDOR: 2104 UPS											
000024W1X6124	04/09/24	8406	Postage		04/17/24	44.05	.00	CHK			
VENDOR TOTAL:						44.05					
VENDOR: 2111 USA BLUEBOOK											
INV00327068	04/10/24	8748	Materials		04/17/24	343.12	.00	ACH			
INV00327211	04/10/24	8749	Tools		04/17/24	244.23	.00	ACH			
VENDOR TOTAL:						587.35					
VENDOR: 2202 WAYPOINT ANALYTICAL											
1081411	04/04/24	8407	Testing		04/17/24	312.00	.00	ACH			
1081522	04/09/24	8407	Testing		04/17/24	312.00	.00	ACH			
1081569	04/09/24	8407	Testing		04/17/24	312.00	.00	ACH			
VENDOR TOTAL:						936.00					
VENDOR: 2209 THE WELDING WORKS, LLC											
1995	04/10/24	8741	Maintenance		04/17/24	150.00	.00	CHK			
VENDOR TOTAL:						150.00					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 04/17/24 ACCOUNT 23110

UNPAID INVOICES

PAGE 7
RUN DATE 04/10/24 01:40 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2307	WISSCO									
24098	04/09/24	8455	Maintenance		04/17/24	4659.37	.00	CHK			
24099	04/09/24	8702	Maintenance		04/17/24	500.00	.00	CHK			
24104	04/09/24	8738	Maintenance		04/17/24	236.42	.00	CHK			
VENDOR TOTAL:						5395.79					
GRAND TOTAL:						844800.37					



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 4/16/2024
PAGE: 1 of 32

SUBJECT: Request acceptance of the March 2024 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO,
Webb Corban, Director of Finance
or Connor Carraway Accounting Manager at Starkville Utilities

SUGGESTED MOTION:

Acceptance of the March 2024 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	10,208,900.00	10,208,900.00	1,482,308.16	8,855,077.53	-1,353,822.47	86.74 %
206 - LIEU OF TAXES	721,300.00	724,869.00	1,793.62	668,566.23	-56,302.77	92.23 %
220 - LICENSES AND PERMITS	300,500.00	300,500.00	27,313.95	252,748.90	-47,751.10	84.11 %
230 - INTERGOVERNMENTAL REVENUES	11,705,500.00	11,705,500.00	1,363,366.03	6,142,697.77	-5,562,802.23	52.48 %
250 - GRANTS	108,655.00	386,512.00	32,012.36	509,295.06	122,783.06	131.77 %
330 - FINES AND FORFEITS	650,000.00	650,000.00	54,710.95	324,137.28	-325,862.72	49.87 %
340 - MISCELLANEOUS	748,695.00	748,695.00	117,074.09	505,469.71	-243,225.29	67.51 %
360 - CHARGES FOR SERVICES	38,400.00	38,400.00	12.00	34,099.21	-4,300.79	88.80 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,130,000.00	4,130,000.00	144,665.00	713,415.00	-3,416,585.00	17.27 %
631 - ODDFELLOWS	1,000.00	1,000.00	151.42	1,075.02	75.02	107.50 %
Department: 000 - UNDESIGNATED Total:	28,612,950.00	28,894,376.00	3,223,407.58	18,006,581.71	-10,887,794.29	62.32 %
Revenue Total:	28,612,950.00	28,894,376.00	3,223,407.58	18,006,581.71	-10,887,794.29	62.32 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	221,266.00	221,266.00	21,766.82	108,131.09	113,134.91	48.87 %
600 - CONTRACTUAL SERVICES	14,250.00	14,250.00	333.95	6,116.11	8,133.89	42.92 %
Department: 100 - BOARD OF ALDERMEN Total:	235,516.00	235,516.00	22,100.77	114,247.20	121,268.80	48.51 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	422,082.00	422,082.00	44,012.37	198,934.28	223,147.72	47.13 %
500 - SUPPLIES	10,000.00	10,000.00	0.00	4,655.22	5,344.78	46.55 %
600 - CONTRACTUAL SERVICES	32,250.00	32,250.00	1,511.13	14,411.08	17,838.92	44.69 %
900 - CAPITAL OUTLAY	15,000.00	15,000.00	1,064.77	4,479.47	10,520.53	29.86 %
Department: 110 - MUNICIPAL COURT Total:	479,332.00	479,332.00	46,588.27	222,480.05	256,851.95	46.41 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	331.99	1,668.01	16.60 %
Department: 111 - YOUTH COURT Total:	2,000.00	2,000.00	0.00	331.99	1,668.01	16.60 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	183,180.00	183,180.00	20,661.33	91,136.57	92,043.43	49.75 %
500 - SUPPLIES	6,750.00	6,750.00	614.24	4,154.22	2,595.78	61.54 %
600 - CONTRACTUAL SERVICES	129,550.00	129,550.00	8,088.43	59,747.37	69,802.63	46.12 %
Department: 120 - MAYORS OFFICE Total:	319,480.00	319,480.00	29,364.00	155,038.16	164,441.84	48.53 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	367,860.00	367,860.00	42,045.53	183,962.20	183,897.80	50.01 %
500 - SUPPLIES	750.00	750.00	0.00	-27.01	777.01	-3.60 %
600 - CONTRACTUAL SERVICES	180,735.00	180,735.00	30,560.85	154,872.35	25,862.65	85.69 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	41,000.00	0.00	40,410.69	589.31	98.56 %
900 - CAPITAL OUTLAY	83,927.00	83,927.00	9,593.83	34,238.45	49,688.55	40.80 %
Department: 123 - IT Total:	633,272.00	674,272.00	82,200.21	413,456.68	260,815.32	61.32 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	463.95	36.05	92.79 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	1,019.83	1,480.17	40.79 %
Department: 130 - ELECTIONS Total:	3,000.00	3,000.00	0.00	1,483.78	1,516.22	49.46 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	456,625.00	456,625.00	51,741.50	226,291.70	230,333.30	49.56 %
500 - SUPPLIES	7,500.00	7,500.00	111.61	3,548.00	3,952.00	47.31 %
600 - CONTRACTUAL SERVICES	261,150.00	261,150.00	51,853.86	151,769.92	109,380.08	58.12 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE Total:	728,275.00	728,275.00	103,706.97	381,609.62	346,665.38	52.40 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	72,890.00	72,890.00	8,328.33	36,087.43	36,802.57	49.51 %
Department: 160 - ATTORNEY AND STAFF Total:	72,890.00	72,890.00	8,328.33	36,087.43	36,802.57	49.51 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	205,000.00	205,000.00	15,161.26	92,042.83	112,957.17	44.90 %
Department: 169 - LEGAL Total:	205,000.00	205,000.00	15,161.26	92,042.83	112,957.17	44.90 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	463,252.00	463,252.00	43,478.00	197,338.84	265,913.16	42.60 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	625.49	2,374.51	20.85 %
600 - CONTRACTUAL SERVICES	48,750.00	48,750.00	3,765.93	21,941.52	26,808.48	45.01 %
Department: 180 - HUMAN RESOURCES Total:	515,002.00	515,002.00	47,243.93	219,905.85	295,096.15	42.70 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	192,842.00	192,842.00	21,755.84	95,135.04	97,706.96	49.33 %
500 - SUPPLIES	400.00	400.00	0.00	0.00	400.00	0.00 %
600 - CONTRACTUAL SERVICES	43,900.00	43,900.00	925.53	10,748.46	33,151.54	24.48 %
900 - CAPITAL OUTLAY	30,000.00	30,000.00	0.00	29,656.09	343.91	98.85 %
Department: 190 - CITY PLANNER Total:	267,142.00	267,142.00	22,681.37	135,539.59	131,602.41	50.74 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	175,795.00	175,795.00	12,763.42	58,540.13	117,254.87	33.30 %
Department: 191 - EXTERNAL SERVICE Total:	175,795.00	175,795.00	12,763.42	58,540.13	117,254.87	33.30 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,300.00	5,300.00	284.74	2,063.04	3,236.96	38.93 %
600 - CONTRACTUAL SERVICES	143,000.00	143,000.00	19,547.92	72,094.22	70,905.78	50.42 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	148,300.00	148,300.00	19,832.66	74,157.26	74,142.74	50.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	49,466.00	49,466.00	6,250.00	43,216.00	6,250.00	87.37 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
990 - TRANSFERS	763,000.00	831,722.00	123,875.00	657,846.58	173,875.42	79.09 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	817,466.00	886,188.00	130,125.00	701,062.58	185,125.42	79.11 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	23,500.00	23,500.00	1,400.00	8,919.99	14,580.01	37.96 %
631 - ODDFELLOWS	22,500.00	22,500.00	1,600.00	9,600.00	12,900.00	42.67 %
Department: 196 - CEMETERY ADMINISTRATION Total:	46,000.00	46,000.00	3,000.00	18,519.99	27,480.01	40.26 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	536,410.00	536,410.00	54,823.07	225,199.97	311,210.03	41.98 %
500 - SUPPLIES	10,700.00	10,700.00	166.56	5,161.84	5,538.16	48.24 %
600 - CONTRACTUAL SERVICES	39,850.00	39,850.00	248.04	7,896.58	31,953.42	19.82 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 197 - ENGINEERING Total:	591,960.00	591,960.00	55,237.67	238,258.39	353,701.61	40.25 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	6,050,292.00	6,050,292.00	614,035.04	2,798,998.68	3,251,293.32	46.26 %
500 - SUPPLIES	527,560.00	527,560.00	31,314.20	207,255.01	320,304.99	39.29 %
600 - CONTRACTUAL SERVICES	612,600.00	612,600.00	63,253.80	322,179.39	290,420.61	52.59 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	30,795.00	33,839.30	66,622.14	-35,827.14	216.34 %
800 - DEBT SERVICE	162,500.00	162,500.00	0.00	0.00	162,500.00	0.00 %
900 - CAPITAL OUTLAY	298,700.00	298,700.00	1,300.72	120,768.35	177,931.65	40.43 %
Department: 201 - POLICE DEPARTMENT Total:	7,651,652.00	7,682,447.00	743,743.06	3,515,823.57	4,166,623.43	45.76 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	350,212.00	350,212.00	37,765.14	156,676.25	193,535.75	44.74 %
500 - SUPPLIES	1,000.00	1,000.00	372.95	522.97	477.03	52.30 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	361.69	1,863.76	636.24	74.55 %
Department: 245 - DISPATCHERS Total:	353,712.00	353,712.00	38,499.78	159,062.98	194,649.02	44.97 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	136,820.00	136,820.00	14,304.71	58,167.75	78,652.25	42.51 %
500 - SUPPLIES	4,500.00	4,500.00	201.31	1,330.79	3,169.21	29.57 %
600 - CONTRACTUAL SERVICES	7,000.00	7,000.00	1,627.14	4,496.70	2,503.30	64.24 %
Department: 246 - CODE ENFORCEMENT Total:	148,320.00	148,320.00	16,133.16	63,995.24	84,324.76	43.15 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	181,337.00	181,337.00	19,880.80	88,785.54	92,551.46	48.96 %
Department: 254 - DUI GRANT Total:	181,337.00	181,337.00	19,880.80	88,785.54	92,551.46	48.96 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,338,444.00	4,338,444.00	472,355.73	2,149,683.22	2,188,760.78	49.55 %
500 - SUPPLIES	119,000.00	119,000.00	6,084.06	39,483.16	79,516.84	33.18 %
600 - CONTRACTUAL SERVICES	279,500.00	279,500.00	10,554.23	179,488.78	100,011.22	64.22 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	40,000.00	180,909.00	0.00	193,286.68	-12,377.68	106.84 %
800 - DEBT SERVICE	226,385.00	226,385.00	0.00	216,015.33	10,369.67	95.42 %
900 - CAPITAL OUTLAY	45,000.00	45,000.00	1,561.89	10,658.57	34,341.43	23.69 %
Department: 261 - FIRE DEPARTMENT Total:	5,048,329.00	5,189,238.00	490,555.91	2,788,615.74	2,400,622.26	53.74 %
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT						
400 - PERSONNEL SERVICES	288,355.00	288,355.00	26,946.86	132,754.96	155,600.04	46.04 %
500 - SUPPLIES	7,100.00	7,100.00	80.49	947.06	6,152.94	13.34 %
600 - CONTRACTUAL SERVICES	35,500.00	35,500.00	324.02	8,552.11	26,947.89	24.09 %
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT Total:	330,955.00	330,955.00	27,351.37	142,254.13	188,700.87	42.98 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	18,000.00	18,000.00	5,212.82	7,009.56	10,990.44	38.94 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,000.00	18,000.00	5,212.82	7,009.56	10,990.44	38.94 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	1,013,115.00	1,013,115.00	114,737.60	501,397.13	511,717.87	49.49 %
500 - SUPPLIES	281,000.00	281,000.00	12,890.86	118,432.47	162,567.53	42.15 %
600 - CONTRACTUAL SERVICES	620,400.00	620,400.00	37,164.42	303,799.35	316,600.65	48.97 %
800 - DEBT SERVICE	48,075.00	48,075.00	0.00	15,605.92	32,469.08	32.46 %
900 - CAPITAL OUTLAY	75,000.00	75,000.00	0.00	12,600.00	62,400.00	16.80 %
Department: 301 - STREET DEPARTMENT Total:	2,037,590.00	2,037,590.00	164,792.88	951,834.87	1,085,755.13	46.71 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	110,825.00	110,825.00	7,111.94	44,605.30	66,219.70	40.25 %
500 - SUPPLIES	6,500.00	6,500.00	0.00	722.26	5,777.74	11.11 %
600 - CONTRACTUAL SERVICES	6,500.00	6,500.00	435.48	4,084.44	2,415.56	62.84 %
Department: 360 - ANIMAL CONTROL Total:	123,825.00	123,825.00	7,547.42	49,412.00	74,413.00	39.90 %
Department: 550 - PARKS AND REC DEPARTMENT						
600 - CONTRACTUAL SERVICES	1,505,000.00	1,505,000.00	100,636.13	738,356.26	766,643.74	49.06 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,505,000.00	1,505,000.00	100,636.13	738,356.26	766,643.74	49.06 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	7,500.00	7,500.00	0.00	325.00	7,175.00	4.33 %
900 - CAPITAL OUTLAY	100,000.00	100,000.00	0.00	100,000.00	0.00	100.00 %
Department: 600 - CAPITAL PROJECTS Total:	107,500.00	107,500.00	0.00	100,325.00	7,175.00	93.33 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	15,000.00	15,000.00	0.00	6,240.00	8,760.00	41.60 %
Department: 800 - DEBT SERVICE Total:	15,000.00	15,000.00	0.00	6,240.00	8,760.00	41.60 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,785,000.00	2,785,000.00	0.00	0.00	2,785,000.00	0.00 %
990 - TRANSFERS	3,066,300.00	3,066,300.00	0.00	3,066,300.00	0.00	100.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	5,851,300.00	5,851,300.00	0.00	3,066,300.00	2,785,000.00	52.40 %
Expense Total:	28,612,950.00	28,894,376.00	2,212,687.19	14,540,776.42	14,353,599.58	50.32 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	1,010,720.39	3,465,805.29	3,465,805.29	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	12,000.00	12,000.00	903.25	7,970.25	-4,029.75	66.42 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	13,500.00	17,000.00	903.25	7,970.25	-9,029.75	46.88 %
Revenue Total:	13,500.00	17,000.00	903.25	7,970.25	-9,029.75	46.88 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	9,000.00	9,000.00	3,290.16	4,703.20	4,296.80	52.26 %
900 - CAPITAL OUTLAY	4,500.00	8,000.00	0.00	0.00	8,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	13,500.00	17,000.00	3,290.16	4,703.20	12,296.80	27.67 %
Expense Total:	13,500.00	17,000.00	3,290.16	4,703.20	12,296.80	27.67 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-2,386.91	3,267.05	3,267.05	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	167,000.00	167,000.00	0.00	0.00	-167,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	167,000.00	167,000.00	0.00	0.00	-167,000.00	0.00 %
Revenue Total:	167,000.00	167,000.00	0.00	0.00	-167,000.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	2,000.00	2,000.00	0.00	1,552.50	447.50	77.63 %
600 - CONTRACTUAL SERVICES	750.00	750.00	0.00	0.00	750.00	0.00 %
800 - DEBT SERVICE	163,816.00	163,816.00	0.00	81,908.00	81,908.00	50.00 %
900 - CAPITAL OUTLAY	434.00	434.00	0.00	0.00	434.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	167,000.00	167,000.00	0.00	83,460.50	83,539.50	49.98 %
Expense Total:	167,000.00	167,000.00	0.00	83,460.50	83,539.50	49.98 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	-83,460.50	-83,460.50	0.00 %

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For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	285,714.29	482,060.29	0.00	168,721.58	-313,338.71	35.00 %
340 - MISCELLANEOUS	23,000.00	23,000.00	2,400.00	13,006.60	-9,993.40	56.55 %
360 - CHARGES FOR SERVICES	792,425.00	792,425.00	128,053.58	631,499.69	-160,925.31	79.69 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	550,000.00	401,416.00	167.00	167.00	-401,249.00	0.04 %
Department: 000 - UNDESIGNATED Total:	1,651,139.29	1,698,901.29	130,620.58	813,394.87	-885,506.42	47.88 %
Revenue Total:	1,651,139.29	1,698,901.29	130,620.58	813,394.87	-885,506.42	47.88 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	312,499.55	312,499.55	34,640.01	149,620.18	162,879.37	47.88 %
500 - SUPPLIES	642,500.00	642,500.00	80,918.16	409,155.87	233,344.13	63.68 %
600 - CONTRACTUAL SERVICES	121,350.00	121,350.00	4,539.85	70,522.91	50,827.09	58.12 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	65,027.00	0.00	22,011.72	43,015.28	33.85 %
900 - CAPITAL OUTLAY	574,789.74	557,524.74	0.00	5,093.08	552,431.66	0.91 %
Department: 505 - AIRPORT Total:	1,651,139.29	1,698,901.29	120,098.02	656,403.76	1,042,497.53	38.64 %
Expense Total:	1,651,139.29	1,698,901.29	120,098.02	656,403.76	1,042,497.53	38.64 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	10,522.56	156,991.11	156,991.11	0.00 %

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For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	458,425.81	1,019,977.81	28,434.28	476,883.28	-543,094.53	46.75 %
Department: 000 - UNDESIGNATED Total:	458,425.81	1,019,977.81	28,434.28	476,883.28	-543,094.53	46.75 %
Revenue Total:	458,425.81	1,019,977.81	28,434.28	476,883.28	-543,094.53	46.75 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	174,277.00	366,462.00	0.00	134,443.99	232,018.01	36.69 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	284,148.81	653,515.81	0.00	219,219.64	434,296.17	33.54 %
Department: 515 - RESTRICTED PROJECTS Total:	458,425.81	1,019,977.81	0.00	353,663.63	666,314.18	34.67 %
Expense Total:	458,425.81	1,019,977.81	0.00	353,663.63	666,314.18	34.67 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	28,434.28	123,219.65	123,219.65	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Revenue						
Department: 000 - UNDESIGNATED						
250 - GRANTS	0.00	9,710.00	0.00	9,711.31	1.31	100.01 %
340 - MISCELLANEOUS	3,525,000.00	3,525,000.00	292,929.01	1,711,689.33	-1,813,310.67	48.56 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,000.00	25,000.00	10,375.00	10,375.00	-14,625.00	41.50 %
Department: 000 - UNDESIGNATED Total:	3,550,000.00	3,559,710.00	303,304.01	1,731,775.64	-1,827,934.36	48.65 %
Revenue Total:	3,550,000.00	3,559,710.00	303,304.01	1,731,775.64	-1,827,934.36	48.65 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,961,486.00	1,961,486.00	212,627.03	946,998.10	1,014,487.90	48.28 %
500 - SUPPLIES	308,500.00	351,060.00	18,325.30	172,776.83	178,283.17	49.22 %
600 - CONTRACTUAL SERVICES	846,000.00	789,480.00	64,062.62	363,915.24	425,564.76	46.10 %
800 - DEBT SERVICE	392,146.00	415,816.00	16,440.53	129,149.11	286,666.89	31.06 %
900 - CAPITAL OUTLAY	41,868.00	41,868.00	0.00	4,875.00	36,993.00	11.64 %
Department: 322 - SANITATION DEPARTMENT Total:	3,550,000.00	3,559,710.00	311,455.48	1,617,714.28	1,941,995.72	45.45 %
Expense Total:	3,550,000.00	3,559,710.00	311,455.48	1,617,714.28	1,941,995.72	45.45 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	-8,151.47	114,061.36	114,061.36	0.00 %

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For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,180,000.00	1,180,000.00	20,611.40	122,889.15	-1,057,110.85	10.41 %
Department: 000 - UNDESIGNATED Total:	1,180,000.00	1,180,000.00	20,611.40	122,889.15	-1,057,110.85	10.41 %
Revenue Total:	1,180,000.00	1,180,000.00	20,611.40	122,889.15	-1,057,110.85	10.41 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	265,000.00	265,000.00	0.00	0.00	265,000.00	0.00 %
900 - CAPITAL OUTLAY	915,000.00	915,000.00	0.00	0.00	915,000.00	0.00 %
Department: 323 - LANDFILL Total:	1,180,000.00	1,180,000.00	0.00	0.00	1,180,000.00	0.00 %
Expense Total:	1,180,000.00	1,180,000.00	0.00	0.00	1,180,000.00	0.00 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	20,611.40	122,889.15	122,889.15	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - MODERNIZATION USE TAX						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,075,000.00	2,075,000.00	0.00	1,080,181.70	-994,818.30	52.06 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	500,000.00	536,000.00	0.00	0.00	-536,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,575,000.00	2,611,000.00	0.00	1,080,181.70	-1,530,818.30	41.37 %
Revenue Total:	2,575,000.00	2,611,000.00	0.00	1,080,181.70	-1,530,818.30	41.37 %
Expense						
Department: 300 - STREET DEPARTMENT						
900 - CAPITAL OUTLAY	1,852,800.00	1,888,800.00	0.00	1,520.00	1,887,280.00	0.08 %
Department: 300 - STREET DEPARTMENT Total:	1,852,800.00	1,888,800.00	0.00	1,520.00	1,887,280.00	0.08 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	722,200.00	722,200.00	0.00	83,599.98	638,600.02	11.58 %
Department: 800 - DEBT SERVICE Total:	722,200.00	722,200.00	0.00	83,599.98	638,600.02	11.58 %
Expense Total:	2,575,000.00	2,611,000.00	0.00	85,119.98	2,525,880.02	3.26 %
Fund: 120 - MODERNIZATION USE TAX Surplus (Deficit):	0.00	0.00	0.00	995,061.72	995,061.72	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 200 - DEBT SERVICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	116,857.00	116,857.00	0.00	11,627.00	-105,230.00	9.95 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,706,300.00	2,706,300.00	0.00	2,706,300.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	2,823,157.00	2,823,157.00	0.00	2,717,927.00	-105,230.00	96.27 %
Revenue Total:	2,823,157.00	2,823,157.00	0.00	2,717,927.00	-105,230.00	96.27 %
Expense						
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,823,157.00	2,823,157.00	154,413.15	592,703.04	2,230,453.96	20.99 %
Department: 800 - DEBT SERVICE Total:	2,823,157.00	2,823,157.00	154,413.15	592,703.04	2,230,453.96	20.99 %
Expense Total:	2,823,157.00	2,823,157.00	154,413.15	592,703.04	2,230,453.96	20.99 %
Fund: 200 - DEBT SERVICE FUND Surplus (Deficit):	0.00	0.00	-154,413.15	2,125,223.96	2,125,223.96	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 300 - CAPITAL PROJECTS FUND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	2,750.00	0.00	2,764.84	14.84	100.54 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	5,997,500.00	5,965,000.00	0.00	360,000.00	-5,605,000.00	6.04 %
Department: 000 - UNDESIGNATED Total:	5,997,500.00	5,967,750.00	0.00	362,764.84	-5,604,985.16	6.08 %
Revenue Total:	5,997,500.00	5,967,750.00	0.00	362,764.84	-5,604,985.16	6.08 %
Expense						
Department: 000 - UNDESIGNATED						
600 - CONTRACTUAL SERVICES	0.00	69,500.00	18,265.00	61,165.00	8,335.00	88.01 %
900 - CAPITAL OUTLAY	5,964,166.67	5,864,916.67	0.00	159,872.31	5,705,044.36	2.73 %
990 - TRANSFERS	33,333.33	33,333.33	0.00	33,333.33	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	5,997,500.00	5,967,750.00	18,265.00	254,370.64	5,713,379.36	4.26 %
Expense Total:	5,997,500.00	5,967,750.00	18,265.00	254,370.64	5,713,379.36	4.26 %
Fund: 300 - CAPITAL PROJECTS FUND Surplus (Deficit):	0.00	0.00	-18,265.00	108,394.20	108,394.20	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	200,000.00	212,000.00	0.00	0.00	-212,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	200,000.00	212,000.00	0.00	0.00	-212,000.00	0.00 %
Revenue Total:	200,000.00	212,000.00	0.00	0.00	-212,000.00	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	200,000.00	212,000.00	26.78	18,079.87	193,920.13	8.53 %
Department: 600 - CAPITAL PROJECTS Total:	200,000.00	212,000.00	26.78	18,079.87	193,920.13	8.53 %
Expense Total:	200,000.00	212,000.00	26.78	18,079.87	193,920.13	8.53 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-26.78	-18,079.87	-18,079.87	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	2,000.00	236.28	22,222.23	20,222.23	1,111.11 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,250,000.00	1,985,000.00	0.00	0.00	-1,985,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,250,000.00	1,987,000.00	236.28	22,222.23	-1,964,777.77	1.12 %
Revenue Total:	1,250,000.00	1,987,000.00	236.28	22,222.23	-1,964,777.77	1.12 %
Expense						
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	0.00	280,900.00	4,065.00	48,459.69	232,440.31	17.25 %
Department: 300 - STREET DEPARTMENT Total:	0.00	280,900.00	4,065.00	48,459.69	232,440.31	17.25 %
Department: 600 - CAPITAL PROJECTS						
900 - CAPITAL OUTLAY	1,250,000.00	1,706,100.00	0.00	677,957.04	1,028,142.96	39.74 %
Department: 600 - CAPITAL PROJECTS Total:	1,250,000.00	1,706,100.00	0.00	677,957.04	1,028,142.96	39.74 %
Expense Total:	1,250,000.00	1,987,000.00	4,065.00	726,416.73	1,260,583.27	36.56 %
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Surplus (Defic..	0.00	0.00	-3,828.72	-704,194.50	-704,194.50	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	100,000.00	72,000.00	0.00	0.00	-72,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	100,000.00	72,000.00	0.00	0.00	-72,000.00	0.00 %
Revenue Total:	100,000.00	72,000.00	0.00	0.00	-72,000.00	0.00 %
Expense						
Department: 351 - JL KING PARK						
900 - CAPITAL OUTLAY	100,000.00	72,000.00	5,015.00	41,510.00	30,490.00	57.65 %
Department: 351 - JL KING PARK Total:	100,000.00	72,000.00	5,015.00	41,510.00	30,490.00	57.65 %
Expense Total:	100,000.00	72,000.00	5,015.00	41,510.00	30,490.00	57.65 %
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND Surplus (D...	0.00	0.00	-5,015.00	-41,510.00	-41,510.00	0.00 %

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For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 309 - AMERICAN RELIEF FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	6,666,910.84	6,666,910.84	0.00	0.00	-6,666,910.84	0.00 %
340 - MISCELLANEOUS	205,000.00	205,000.00	57,313.55	119,899.32	-85,100.68	58.49 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	5,000,000.00	6,475,000.00	0.00	0.00	-6,475,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	11,871,910.84	13,346,910.84	57,313.55	119,899.32	-13,227,011.52	0.90 %
Revenue Total:	11,871,910.84	13,346,910.84	57,313.55	119,899.32	-13,227,011.52	0.90 %
Expense						
Department: 316 - AMERICAN RECOVERY REINVESTMENT						
600 - CONTRACTUAL SERVICES	10,871,910.84	10,871,910.84	1.97	16.70	10,871,894.14	0.00 %
900 - CAPITAL OUTLAY	1,000,000.00	2,475,000.00	0.00	0.00	2,475,000.00	0.00 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT Total:	11,871,910.84	13,346,910.84	1.97	16.70	13,346,894.14	0.00 %
Expense Total:	11,871,910.84	13,346,910.84	1.97	16.70	13,346,894.14	0.00 %
Fund: 309 - AMERICAN RELIEF FUND Surplus (Deficit):	0.00	0.00	57,311.58	119,882.62	119,882.62	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
340 - MISCELLANEOUS	5,000.00	5,000.00	2,507.52	15,701.69	10,701.69	314.03 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,875,000.00	3,375,000.00	0.00	0.00	-3,375,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,280,000.00	3,780,000.00	2,507.52	15,701.69	-3,764,298.31	0.42 %
Revenue Total:	3,280,000.00	3,780,000.00	2,507.52	15,701.69	-3,764,298.31	0.42 %
Expense						
Department: 656 - MAIN STREET CORRIDOR						
600 - CONTRACTUAL SERVICES	377,000.00	377,000.00	0.00	104,703.00	272,297.00	27.77 %
900 - CAPITAL OUTLAY	2,903,000.00	3,403,000.00	0.00	0.00	3,403,000.00	0.00 %
Department: 656 - MAIN STREET CORRIDOR Total:	3,280,000.00	3,780,000.00	0.00	104,703.00	3,675,297.00	2.77 %
Expense Total:	3,280,000.00	3,780,000.00	0.00	104,703.00	3,675,297.00	2.77 %
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Sur...	0.00	0.00	2,507.52	-89,001.31	-89,001.31	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	13,500,000.00	13,500,000.00	0.00	0.00	-13,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	13,500,000.00	13,500,000.00	0.00	0.00	-13,500,000.00	0.00 %
Revenue Total:	13,500,000.00	13,500,000.00	0.00	0.00	-13,500,000.00	0.00 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	343,820.00	343,820.00	6,550.00	192,785.70	151,034.30	56.07 %
900 - CAPITAL OUTLAY	13,156,180.00	13,156,180.00	223,813.50	611,229.11	12,544,950.89	4.65 %
Department: 551 - PARK & REC TOURISM Total:	13,500,000.00	13,500,000.00	230,363.50	804,014.81	12,695,985.19	5.96 %
Expense Total:	13,500,000.00	13,500,000.00	230,363.50	804,014.81	12,695,985.19	5.96 %
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023) Surplus (Deficit):	0.00	0.00	-230,363.50	-804,014.81	-804,014.81	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 313 - SPRING/HWY 12 LINKAGE TAP						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	466,666.66	466,666.66	0.00	0.00	-466,666.66	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	33,333.34	33,333.34	0.00	33,333.33	-0.01	100.00 %
Department: 000 - UNDESIGNATED Total:	500,000.00	500,000.00	0.00	33,333.33	-466,666.67	6.67 %
Revenue Total:	500,000.00	500,000.00	0.00	33,333.33	-466,666.67	6.67 %
Expense						
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	500,000.00	500,000.00	0.00	3,679.29	496,320.71	0.74 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	500,000.00	500,000.00	0.00	3,679.29	496,320.71	0.74 %
Expense Total:	500,000.00	500,000.00	0.00	3,679.29	496,320.71	0.74 %
Fund: 313 - SPRING/HWY 12 LINKAGE TAP Surplus (Deficit):	0.00	0.00	0.00	29,654.04	29,654.04	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.00	244.36	244.36	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	200,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	200,000.00	150,000.00	0.00	244.36	-149,755.64	0.16 %
Revenue Total:	200,000.00	150,000.00	0.00	244.36	-149,755.64	0.16 %
Expense						
Department: 600 - CAPITAL PROJECTS						
900 - CAPITAL OUTLAY	200,000.00	150,000.00	0.00	152,807.84	-2,807.84	101.87 %
Department: 600 - CAPITAL PROJECTS Total:	200,000.00	150,000.00	0.00	152,807.84	-2,807.84	101.87 %
Expense Total:	200,000.00	150,000.00	0.00	152,807.84	-2,807.84	101.87 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	0.00	-152,563.48	-152,563.48	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,850,000.00	2,850,000.00	205,031.80	1,497,323.12	-1,352,676.88	52.54 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,100,000.00	2,165,000.00	0.00	0.00	-2,165,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	4,950,000.00	5,015,000.00	205,031.80	1,497,323.12	-3,517,676.88	29.86 %
Revenue Total:	4,950,000.00	5,015,000.00	205,031.80	1,497,323.12	-3,517,676.88	29.86 %
Expense						
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	465,940.00	465,940.00	0.00	43,429.68	422,510.32	9.32 %
600 - CONTRACTUAL SERVICES	620,000.00	620,000.00	35,000.00	210,000.00	410,000.00	33.87 %
800 - DEBT SERVICE	1,364,060.00	1,364,060.00	0.00	534,093.75	829,966.25	39.15 %
900 - CAPITAL OUTLAY	2,500,000.00	2,565,000.00	0.00	911,664.70	1,653,335.30	35.54 %
Department: 551 - PARK & REC TOURISM Total:	4,950,000.00	5,015,000.00	35,000.00	1,699,188.13	3,315,811.87	33.88 %
Expense Total:	4,950,000.00	5,015,000.00	35,000.00	1,699,188.13	3,315,811.87	33.88 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	170,031.80	-201,865.01	-201,865.01	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	6,450,000.00	6,450,000.00	0.00	438,188.80	-6,011,811.20	6.79 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	200,000.00	375,000.00	0.00	100,000.00	-275,000.00	26.67 %
Department: 000 - UNDESIGNATED Total:	6,650,000.00	6,825,000.00	0.00	538,188.80	-6,286,811.20	7.89 %
Revenue Total:	6,650,000.00	6,825,000.00	0.00	538,188.80	-6,286,811.20	7.89 %
Expense						
Department: 318 - MS182/MLK						
600 - CONTRACTUAL SERVICES	650,000.00	650,000.00	114,288.59	520,871.70	129,128.30	80.13 %
900 - CAPITAL OUTLAY	6,000,000.00	6,175,000.00	0.00	576,564.21	5,598,435.79	9.34 %
Department: 318 - MS182/MLK Total:	6,650,000.00	6,825,000.00	114,288.59	1,097,435.91	5,727,564.09	16.08 %
Expense Total:	6,650,000.00	6,825,000.00	114,288.59	1,097,435.91	5,727,564.09	16.08 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	-114,288.59	-559,247.11	-559,247.11	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	400,000.00	400,000.00	0.00	774,389.70	374,389.70	193.60 %
Department: 000 - UNDESIGNATED Total:	400,000.00	400,000.00	0.00	774,389.70	374,389.70	193.60 %
Revenue Total:	400,000.00	400,000.00	0.00	774,389.70	374,389.70	193.60 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	0.00	36,025.00	0.00	36,023.00	2.00	99.99 %
900 - CAPITAL OUTLAY	400,000.00	363,975.00	0.00	719,397.90	-355,422.90	197.65 %
Department: 551 - PARK & REC TOURISM Total:	400,000.00	400,000.00	0.00	755,420.90	-355,420.90	188.86 %
Expense Total:	400,000.00	400,000.00	0.00	755,420.90	-355,420.90	188.86 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	0.00	18,968.80	18,968.80	0.00 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	3,000.00	3,000.00	1,152.40	7,978.66	4,978.66	265.96 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,250,000.00	1,290,000.00	0.00	0.00	-1,290,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,253,000.00	1,293,000.00	1,152.40	7,978.66	-1,285,021.34	0.62 %
Revenue Total:	1,253,000.00	1,293,000.00	1,152.40	7,978.66	-1,285,021.34	0.62 %
Expense						
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	1,253,000.00	1,293,000.00	0.00	38,372.70	1,254,627.30	2.97 %
Department: 300 - STREET DEPARTMENT Total:	1,253,000.00	1,293,000.00	0.00	38,372.70	1,254,627.30	2.97 %
Expense Total:	1,253,000.00	1,293,000.00	0.00	38,372.70	1,254,627.30	2.97 %
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION Surplus (Deficit):	0.00	0.00	1,152.40	-30,394.04	-30,394.04	0.00 %
Report Surplus (Deficit):	0.00	0.00	764,552.81	4,699,088.32	4,699,088.32	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	1,010,720.39	3,465,805.29	3,465,805.29
002 - RESTRICTED POLICE FUND	0.00	0.00	-2,386.91	3,267.05	3,267.05
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	-83,460.50	-83,460.50
015 - AIRPORT FUND	0.00	0.00	10,522.56	156,991.11	156,991.11
016 - RESTRICTED AIRPORT	0.00	0.00	28,434.28	123,219.65	123,219.65
022 - ENVIRONMENTAL SERVICES	0.00	0.00	-8,151.47	114,061.36	114,061.36
023 - LANDFILL ACCOUNT	0.00	0.00	20,611.40	122,889.15	122,889.15
120 - MODERNIZATION USE TAX	0.00	0.00	0.00	995,061.72	995,061.72
200 - DEBT SERVICE FUND	0.00	0.00	-154,413.15	2,125,223.96	2,125,223.96
300 - CAPITAL PROJECTS FUND	0.00	0.00	-18,265.00	108,394.20	108,394.20
303 - INDUSTRIAL PARK BOND	0.00	0.00	-26.78	-18,079.87	-18,079.87
305 - 2022 G.O. PUBLIC IMPROVE	0.00	0.00	-3,828.72	-704,194.50	-704,194.50
306 - 2022 LOCAL IMPROVEMENT	0.00	0.00	-5,015.00	-41,510.00	-41,510.00
309 - AMERICAN RELIEF FUND	0.00	0.00	57,311.58	119,882.62	119,882.62
311 - MAIN STREET CORRIDOR IMI	0.00	0.00	2,507.52	-89,001.31	-89,001.31
312 - PARKS CAPITAL PROJECT FUI	0.00	0.00	-230,363.50	-804,014.81	-804,014.81
313 - SPRING/HWY 12 LINKAGE TA	0.00	0.00	0.00	29,654.04	29,654.04
319 - PUBLIC IMPROVEMENT BON	0.00	0.00	0.00	-152,563.48	-152,563.48
375 - PARK AND REC TOURISM	0.00	0.00	170,031.80	-201,865.01	-201,865.01
377 - BUILD GRANT MS 182 / MLK	0.00	0.00	-114,288.59	-559,247.11	-559,247.11
380 - PARK BONDS 2020	0.00	0.00	0.00	18,968.80	18,968.80
700 - STARK/HOSPITAL ROAD EXP/	0.00	0.00	1,152.40	-30,394.04	-30,394.04
Report Surplus (Deficit):	0.00	0.00	764,552.81	4,699,088.32	4,699,088.32



Starkville Utilities – Electric Division
Budget Year 2024 (10/2023-9/2024) Report
For the Period Ending March 29, 2024

****PRELIMINARY**

	Total 2024 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 42,238,774	\$ 3,148,957	\$ 19,833,596	(22,405,178)	46.96%
Other Revenue	1,903,000	162,491	\$ 761,575	(1,141,425)	40.02%
Total Revenue	\$ 44,141,774	\$ 3,311,448	\$ 20,595,171	(23,546,603)	46.66%
<u>Expenses</u>					
Purchased Power Expense	\$ 33,283,066	\$ 2,478,224	\$ 15,376,903	17,906,163	46.20%
Payroll Expenses	3,280,771	293,653	\$ 1,426,483	1,854,288	43.48%
Operating Expenses	1,594,000	189,631	\$ 966,536	627,464	60.64%
Maintenance Expense	1,300,000	98,816	\$ 1,235,666	64,334	95.05%
Capital Expense	2,822,100	191,023	\$ 895,939	1,926,161	31.75%
Debt Expense	628,775	559,616	\$ 596,924	31,851	94.93%
Tax Equivalency	1,365,000	113,750	\$ 682,500	682,500	50.00%
Total Expenses	\$ 44,273,712	\$ 3,924,713	\$ 21,180,951	23,092,761	47.84%
Total Revenue Over Expenses	\$ (131,938)	\$ (613,265)	\$ (585,780)	\$ (453,842)	443.98%

****Note: Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.**



Starkville Utilities – Water & Sewer Division
Budget Year 2024 (10/2023-9/2024) Report
For the Period Ending March 29, 2024

****PRELIMINARY**

	Total 2024 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 9,398,529	\$ 642,436	\$ 4,061,731	(5,336,798)	43.22%
Other Revenues	2,415,000	52,287	\$ 746,307	(1,668,693)	30.90%
Total Revenues	\$ 11,813,529	\$ 694,723	\$ 4,808,038	(7,005,491)	40.70%
<u>Expenses</u>					
Payroll Expense	\$ 2,539,281	\$ 207,659	\$ 1,083,765	1,455,516	42.68%
Operating Expense	1,880,000	251,570	\$ 812,742	1,067,258	43.23%
Maintenance Expense	3,300,000	137,414	\$ 1,062,064	2,237,936	32.18%
Capital Expense	3,531,500	408,783	\$ 1,152,897	2,378,603	32.65%
Debt Expense	1,505,438	216,120	\$ 725,159	780,279	48.17%
Total Expenses	\$ 12,756,219	\$ 1,221,546	\$ 4,836,627	7,919,592	37.92%
Total Revenues Over Expenses	\$ (942,690)	\$ (526,823)	\$ (28,589)	\$ 914,101	3.03%

****Note:** Actuals based on estimates due to timing of month-end close, final revenue billings, and month-end expense accruals.

MARCH 2024

END OF MONTH REPORTS

PRESENTED TO:



THE SPORTS FACILITIES
COMPANIES

FY 23-24
CSP SFM, LLC (dba STRKVL PARKS/CORNERSTONE)

	CSP SFM	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Revenue/Expenses	Remaining	Remaining
	Original Budget	Actual	Actual	Actual	Actual	Actual	Actual	YTD Actual	Funding	Balance Percent
40000 REVENUE										
40100 Local Programming										
40110 Camps/Clinics/Class (<i>Youth, Adult</i>)	\$ -						\$ 1,500.00		\$ -	#DIV/0!
40140 Programs (Youth and Adult - Non Athletic Activities)	\$ 200,000	\$ 9,202.50	\$ 26,451.00	\$ 450.00	\$ 19,325.24	\$ 45,092.50	\$ 2,210.00	\$ 102,731.24	\$ 97,268.76	49%
40150 Internal Tournaments (<i>Youth and Adult</i>)							\$ 150.40		\$ -	#DIV/0!
40199 Total Local Programming	\$ 200,000	\$ 9,202.50	\$ 26,451.00	\$ 450.00	\$ 19,325.24	\$ 45,092.50	\$ 3,860.40	\$ 104,381.64	\$ 95,618.36	48%
40200 Memberships - Aquatics										
40240 Day Pass	\$ 10,000		\$ 135.00					\$ 135.00	\$ 9,865.00	99%
40250 Season Pass	\$ 5,000							\$ -	\$ 5,000.00	100%
40299 Total Memberships	\$ 15,000	\$ -	\$ 135.00	\$ -	\$ -	\$ -	\$ -	\$ 135.00	\$ 14,865.00	99%
40300 Facility Rentals - Pavilion/Fields/Courts/Rooms										
40310 Facility Rentals	\$ 90,000	\$ 6,812.50	\$ 1,850.00	\$ 3,425.00	\$ 5,130.00	\$ 4,350.00	\$ 8,300.00	\$ 29,867.50	\$ 60,132.50	67%
40399 Total Facility Rentals	\$ 90,000	\$ 6,812.50	\$ 1,850.00	\$ 3,425.00	\$ 5,130.00	\$ 4,350.00	\$ 8,300.00	\$ 29,867.50	\$ 60,132.50	67%
40400 Events & Tournaments - Econ Impact Activities										
40410 Gate/Ticketing/Admissions	\$ 5,000	\$ 970.00	\$ 52.00					\$ 1,022.00	\$ 3,978.00	80%
40430 License/Facility Fee	\$ 45,000	\$ 2,881.00	\$ 400.00	\$ 2,693.00	\$ 2,400.00	\$ 1,900.00	\$ 8,450.00	\$ 18,724.00	\$ 26,276.00	58%
40499 Total Events & Tournaments	\$ 50,000	\$ 3,851.00	\$ 452.00	\$ 2,693.00	\$ 2,400.00	\$ 1,900.00	\$ 8,450.00	\$ 19,746.00	\$ 30,254.00	61%
40500 Family Entertainment Center										
40600 Food and Beverage										
40610 Concessions	\$ 125,000	\$ 31,203.06	\$ (31.21)	\$ 1,607.50	\$ 3,625.02	\$ 16,259.25	\$ 20,346.84	\$ 73,010.46	\$ 51,989.54	42%
40650 Vending		\$ 45.31	\$ 36.28		\$ 160.39	\$ 138.04	\$ 155.81	\$ 535.83	\$ (535.83)	#DIV/0!
40699 Total Food and Beverage	\$ 125,000	\$ 31,248.37	\$ 5.07	\$ 1,607.50	\$ 3,785.41	\$ 16,397.29	\$ 20,502.65	\$ 73,546.29	\$ 51,453.71	41%
40700 Pro/Merch Shop										
40799 Total Pro/Merch Shop	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
40800 Other Revenues										
40810 Sponsorship/Advertising - Facility - (Fields/courts)	\$ 200,000		\$ 15,000.00	\$ 30,000.00	\$ 30,000.00		\$ 1,250.00	\$ 76,250.00	\$ 123,750.00	62%
40811 Sponsorship - Team/Individual - Athletic Teams for PNR	\$ 70,000		\$ 500.00	\$ 750.00	\$ 500.00	\$ 3,650.00	\$ 6,950.00	\$ 12,350.00	\$ 57,650.00	82%
40820 Naming Rights - <i>entire venue</i>	\$ -	\$ 5,000.00						\$ 5,000.00	\$ (5,000.00)	0%
40830 Trade	\$ -							\$ -	\$ -	#DIV/0!
40840 Tenant Rentals - (Needmoore Center)	\$ -			\$ 183.39				\$ 183.39	\$ (183.39)	0%
40899 Total Other Revenues	\$ 270,000	\$ 5,000.00	\$ 15,500.00	\$ 30,933.39	\$ 30,500.00	\$ 3,650.00	\$ 8,200.00	\$ 93,783.39	\$ 176,216.61	65%
49999 Total Revenues	\$ 750,000	\$ 56,114.37	\$ 44,393.07	\$ 39,108.89	\$ 61,140.65	\$ 71,389.79	\$ 49,313.05	\$ 321,459.82	\$ 428,540.18	57%
50000 COST OF GOODS SOLD										
50100 Local Programming										
50140 Programs	\$ 60,000	\$ 8,303.10	\$ 2,049.61		\$ 7,001.50	\$ 405.66	\$ 870.00	\$ 18,629.87	\$ 41,370.13	69%
50150 Internal Tournaments						\$ 1,138.63		\$ 1,138.63	\$ (1,138.63)	#DIV/0!
50160 Internal Events	\$ -	\$ 6,893.95	\$ 219.85	\$ 189.23		\$ (6,976.03)		\$ 327.00	\$ (327.00)	#DIV/0!
50199 Total Local Programming	\$ 60,000	\$ 15,197.05	\$ 2,269.46	\$ 189.23	\$ 7,001.50	\$ (5,431.74)	\$ 870.00	\$ 20,095.50	\$ 39,904.50	67%
50200 Memberships (pool)										
50210 Membership Cost	\$ 45,000						\$ 381.88	\$ 381.88	\$ 44,618.12	99%
50299 Total memberships	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 381.88	\$ 381.88	\$ 44,618.12	99%
50300 Facility Rentals										
50310 Facility Rental	\$ 40,000	\$ 341.06		\$ 370.22		\$ 859.74		\$ 1,571.02	\$ 38,428.98	96%
50399 Total Facility Rentals	\$ 40,000	\$ 341.06	\$ -	\$ 370.22	\$ -	\$ 859.74	\$ -	\$ 1,571.02	\$ 38,428.98	96%
50400 Events & Tournaments										
50410 Events & Tournaments	\$ 50,000	\$ 1,681.76		\$ 3,395.80				\$ 5,077.56	\$ 44,922.44	90%
50499 Total Events & Tournaments	\$ 50,000	\$ 1,681.76	\$ -	\$ 3,395.80	\$ -	\$ -	\$ -	\$ 5,077.56	\$ 44,922.44	90%
50500 Family Entertainment Center										
50599 Total Family Entertainment Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
50600 Food and Beverage										
50610 Concessions	\$ 90,000	\$ 24,400.39	\$ (9,076.62)	\$ 504.65	\$ 1,002.08	\$ 13,711.50	\$ 16,505.47	\$ 47,047.47	\$ 42,952.53	48%
50699 Total Food and Beverage	\$ 90,000	\$ 24,400.39	\$ (9,076.62)	\$ 504.65	\$ 1,002.08	\$ 13,711.50	\$ 16,505.47	\$ 47,047.47	\$ 42,952.53	48%
50700 Pro/Merch Shop										
50799 Total Pro/Merch Shop	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
50800 Other Revenues										
50810 Sponsorship/Advertising - Facility	\$ 15,000	\$ 464.05						\$ 464.05	\$ 14,535.95	97%
50811 Sponsorship - Team/Individual	\$ 15,000							\$ -	\$ 15,000.00	100%
50830 Trade	\$ 10,000							\$ -	\$ 10,000.00	100%
50899 Total Other Revenues	\$ 40,000	\$ 464.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 464.05	\$ 39,535.95	99%
50900 Labor										
50910 Staff - (1099 Event/ref's)	\$ 210,000		\$ 17,933.43	\$ 937.74	\$ 5,150.22	\$ 12,391.85	\$ 14,393.91	\$ 50,807.15	\$ 159,192.85	76%

		CSP SFM	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Revenue/Expenses	Remaining	Remaining
		Original Budget	Actual	Actual	Actual	Actual	Actual	Actual	YTD Actual	Funding	Balance Percent
50999	Labor	\$ 210,000	\$ -	\$ 17,933.43	\$ 937.74	\$ 5,150.22	\$ 12,391.85	\$ 14,393.91	\$ 50,807.15	\$ 159,192.85	76%
59999	Total COGS	\$ 535,000	\$ 42,084.31	\$ 11,126.27	\$ 5,397.64	\$ 13,153.80	\$ 21,531.35	\$ 32,151.26	\$ 125,444.63	\$ 409,555.37	77%
	GROSS PROFITS	\$ 215,000	\$ 14,030.06	\$ 33,266.80	\$ 33,711.25	\$ 47,986.85	\$ 49,858.44	\$ 17,161.79	\$ 196,015.19	\$ 18,984.81	9%
60000	EXPENSES										
60100	Advertising / Marketing										
60110	Website	\$ 10,000				\$ 4,500.00	\$ 115.00	\$ 195.63	\$ 4,810.63	\$ 5,189.37	52%
60120	Assets	\$ 10,000		\$ 626.53			\$ 291.32	\$ 1,611.92	\$ 2,529.77	\$ 7,470.23	75%
60130	Advertising	\$ 40,000	\$ 468.40	\$ 919.67	\$ 55.00				\$ 1,443.07	\$ 38,556.93	96%
60140	Dues & Subscriptions	\$ 10,000	\$ 213.00		\$ 300.00				\$ 513.00	\$ 9,487.00	0%
60150	Business Development				\$ 155.00		\$ 7,521.44	\$ 774.05	\$ 8,450.49	\$ (8,450.49)	#DIV/0!
60199	Total Advertising/Marketing	\$ 70,000	\$ 681.40	\$ 1,546.20	\$ 510.00	\$ 4,500.00	\$ 7,927.76	\$ 2,581.60	\$ 17,746.96	\$ 52,253.04	75%
60200	Bank & Other Service Charges										
60220	Bank Service Fee	\$ 1,000	\$ 20.00	\$ 45.23	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 145.23	\$ 854.77	85%
60230	Check printing Expense	\$ 1,000				\$ 37.85	\$ 142.94		\$ 180.79	\$ 819.21	82%
60250	Credit Card/Merchant Fees	\$ 4,000	\$ 744.41	\$ 1,070.76	\$ 1,533.59	\$ 978.80	\$ 1,129.86	\$ 2,102.16	\$ 7,559.58	\$ (3,559.58)	-89%
60270	Over/Short		\$ (58.84)	\$ 2.00	\$ (4.00)	\$ (10.47)	\$ (218.42)	\$ 161.00	\$ 128.73	\$ 128.73	#DIV/0!
60299	Total Bank & Other Service Charges	\$ 6,000	\$ 705.57	\$ 1,117.99	\$ 1,549.59	\$ 1,026.18	\$ 1,074.38	\$ 2,283.16	\$ 7,756.87	\$ (1,756.87)	-29%
60300	General Office Expenses										
60310	Business Licenses and Permits	\$ 5,000			\$ 91.98				\$ 91.98	\$ 4,908.02	98%
60315	Decorations - Office/Building	\$ 5,000			\$ 219.67				\$ 219.67	\$ 4,780.33	96%
60320	Dues and Subscriptions	\$ 5,000	\$ 14.00			\$ 2,400.00	\$ 435.00	\$ 1,499.00	\$ 4,348.00	\$ 652.00	13%
60325	Employee Training & Continued Education	\$ 5,000							\$ -	\$ 5,000.00	100%
60330	Employee Uniform	\$ 7,500	\$ 1,492.41	\$ (92.98)		\$ 57.00		\$ 2,834.50	\$ 4,290.93	\$ 3,209.07	43%
60335	IT & Office Equipment	\$ 5,000	\$ 3,827.20	\$ 99.00				\$ 461.79	\$ 4,387.99	\$ 612.01	12%
60340	Meals & Entertainment	\$ 5,000		\$ 80.45	\$ 57.40		\$ 74.49	\$ 104.41	\$ 316.75	\$ 4,683.25	94%
60345	Office Printing & Equipment	\$ 7,500		\$ 819.12		\$ 1,302.11	\$ 419.56	\$ (201.32)	\$ 2,339.47	\$ 5,160.53	69%
60350	Office Supplies	\$ 5,000	\$ 132.09	\$ 519.61	\$ 40.65	\$ 338.01	\$ 42.90	\$ 101.81	\$ 1,175.07	\$ 3,824.93	76%
60355	POS Fees	\$ 2,000							\$ -	\$ 2,000.00	100%
60360	POS Software & Equipment	\$ 2,000	\$ 1,270.92		\$ 7,707.59				\$ 8,978.51	\$ (6,978.51)	-349%
60365	Postage & Delivery	\$ 1,000				\$ 136.00			\$ 136.00	\$ 864.00	86%
60370	Travel	\$ 10,000	\$ 342.88	\$ 1,562.00	\$ 966.17	\$ 4,319.65		\$ 722.97	\$ 7,913.67	\$ 2,086.33	21%
60399	Total General Office Expenses	\$ 65,000	\$ 7,079.50	\$ 2,987.20	\$ 9,083.46	\$ 8,552.77	\$ 971.95	\$ 5,523.16	\$ 34,198.04	\$ 30,801.96	47%
60400	Insurance										
60440	General Liability Insurance	\$ 36,000				\$ 28,571.21	\$ 18,262.00		\$ 46,833.21	\$ (10,833.21)	-30%
60499	Total Insurance	\$ 36,000	\$ -	\$ -	\$ -	\$ 28,571.21	\$ 18,262.00	\$ -	\$ 46,833.21	\$ (10,833.21)	-30%
60500	Management Company										
60510	Management Fee	\$ 420,000	\$ 35,000.00	\$ 70,000.00		\$ 35,000.00	\$ 35,000.00	\$ 70,000.00	\$ 245,000.00	\$ 175,000.00	42%
60520	Management Company Travel		\$ 1,702.26	\$ (202.42)	\$ 141.90		\$ 395.46	\$ (180.40)	\$ 1,856.80	\$ (1,856.80)	#DIV/0!
60599	Total Management Company	\$ 420,000	\$ 36,702.26	\$ 69,797.58	\$ 141.90	\$ 35,000.00	\$ 35,395.46	\$ 69,819.60	\$ 246,856.80	\$ 173,143.20	41%
60600	Salaries and Wages										
60610	Management Salaries	\$ 330,000	\$ 39,443.26	\$ 39,443.26	\$ 39,443.26	\$ 39,443.26	\$ 59,164.89	\$ 35,875.33	\$ 252,813.26	\$ 77,186.74	23%
60620	Hourly Wages	\$ 505,000	\$ 49,812.43	\$ 49,870.61	\$ 37,308.65	\$ 30,621.00	\$ 51,653.04	\$ 36,483.59	\$ 255,749.32	\$ 249,250.68	49%
60699	Total Salaries and Wages	\$ 835,000	\$ 89,255.69	\$ 89,313.87	\$ 76,751.91	\$ 70,064.26	\$ 110,817.93	\$ 72,358.92	\$ 508,562.58	\$ 326,437.42	39%
60700	Payroll Expenses										
60710	Cell Phone Reimbursements	\$ 15,000	\$ 1,450.00	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 2,650.00		\$ 8,500.00	\$ 6,500.00	43%
60720	Employer Payroll Taxes	\$ 118,000	\$ 7,710.13	\$ 6,820.17	\$ 5,846.32	\$ 6,810.90	\$ 10,388.08	\$ 6,995.13	\$ 44,570.73	\$ 73,429.27	62%
60730	Health Insurance	\$ 100,000	\$ (1,927.34)	\$ (1,927.34)	\$ (1,866.17)	\$ 31,564.76	\$ (3,423.10)	\$ 6,217.88	\$ 28,638.69	\$ 71,361.31	71%
60740	New Hire Screening Fees	\$ 5,000		\$ 64.76	\$ 211.65	\$ 578.93		\$ 1,125.00	\$ 1,980.34	\$ 3,019.66	60%
60750	Payroll Software/Processing Fees	\$ 5,000	\$ 461.53	\$ 456.48	\$ 439.74	\$ 401.58	\$ 649.92	\$ 599.01	\$ 3,008.26	\$ 1,991.74	40%
60760	Retirement Employer Match	\$ 15,000	\$ 851.00	\$ 726.68	\$ (198.93)	\$ 1,307.15	\$ 920.66	\$ 998.33	\$ 4,604.89	\$ 10,395.11	69%
60770	Work Comp Ins	\$ 25,000				\$ 11,397.00			\$ 11,397.00	\$ 13,603.00	54%
60799	Total Payroll Expenses	\$ 283,000	\$ 8,545.32	\$ 7,640.75	\$ 5,932.61	\$ 53,460.32	\$ 11,185.56	\$ 15,935.35	\$ 102,699.91	\$ 180,300.09	64%
60800	Professional Services										
60810	Legal	\$ 2,500							\$ -	\$ 2,500.00	100%
60820	Accounting	\$ 2,500							\$ -	\$ 2,500.00	100%
60899	Total Professional Services	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	100%
60900	Rent Expense										
60910	Building	\$ 5,000							\$ -	\$ 5,000.00	100%
60999	Total Rent Expense	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	100%
61100	Facility Maintenance										
61110	Building Ops Maint. - Structural	\$ 100,000	\$ 3,547.61	\$ 4,206.79		\$ 773.75	\$ 2,667.78	\$ 5,699.34	\$ 16,895.27	\$ 83,104.73	83%
61115	Decorations & Graphics	\$ 5,000							\$ -	\$ 5,000.00	100%
61120	Fuel	\$ 28,000	\$ 2,269.66	\$ 258.85	\$ 1,275.87	\$ 1,251.63	\$ 1,287.77	\$ 1,477.00	\$ 7,820.78	\$ 20,179.22	72%
61125	Grounds Exterior Maint. - Parks Facility /Grounds	\$ 100,000	\$ 6,534.46	\$ 2,969.92	\$ 3,431.68	\$ 1,802.63	\$ 2,550.18	\$ 14,726.49	\$ 32,015.36	\$ 67,984.64	68%

		CSP SFM	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Revenue/Expenses	Remaining	Remaining
		Original Budget	Actual	Actual	Actual	Actual	Actual	Actual	YTD Actual	Funding	Balance Percent
61130	Hardware and Supplies	\$ 18,000	\$ 2,298.27	\$ 525.95	\$ 90.87	\$ 662.24	\$ 1,367.39	\$ 3,657.82	\$ 8,602.54	\$ 9,397.46	52%
61135	HVAC - Parts & Repairs	\$ 5,000							\$ -	\$ 5,000.00	100%
61140	Janitorial Expense	\$ 28,500	\$ 7,490.37	\$ 100.54	\$ 637.72		\$ 1,381.54	\$ 7,428.93	\$ 17,039.10	\$ 11,460.90	40%
61145	Kitchen Equipment							\$ 552.08	\$ 552.08	\$ (552.08)	#DIV/0!
61155	Pest Control	\$ 4,000	\$ 267.50		\$ 667.50	\$ 406.20			\$ 1,341.20	\$ 2,658.80	66%
61160	Powered Equipment Maint	\$ 30,000	\$ 2,797.19	\$ 5,268.53	\$ 2,089.71	\$ (1,461.34)	\$ 4,538.38	\$ 153.43	\$ 13,385.90	\$ 16,614.10	55%
61165	Preventative Maintenance - true contracts to prevent (non call)	\$ 10,000	\$ 768.40	\$ 1,536.81	\$ 1,016.75	\$ 535.00	\$ 5,502.27	\$ 133.36	\$ 9,492.59	\$ 507.41	5%
61170	Retail Equipment	\$ 4,000	\$ 481.82	\$ 1,480.67				\$ 431.63	\$ 2,394.12	\$ 1,605.88	40%
61175	Safety Inspections & Alarm Expense	\$ 10,000	\$ 223.00		\$ 3,024.00	\$ 1,602.00			\$ 4,849.00	\$ 5,151.00	52%
61180	Safety Supplies	\$ 4,000	\$ 3,034.02					\$ 131.03	\$ 3,165.05	\$ 834.95	21%
61185	Sports Equipment	\$ 8,500						\$ 225.13	\$ 225.13	\$ 8,274.87	97%
61195	Tools and Equipment	\$ 25,000	\$ 784.32	\$ 1,464.20	\$ 458.35	\$ 385.19		\$ 1,111.18	\$ 4,203.24	\$ 20,796.76	83%
61199	Total Facility Maintenance	\$ 380,000	\$ 30,496.62	\$ 17,812.26	\$ 12,692.45	\$ 5,957.30	\$ 19,295.31	\$ 35,727.42	\$ 121,981.36	\$ 258,018.64	68%
61200	Utilities										
61210	Cable & Internet	\$ 10,000	\$ 408.59	\$ 2,785.49		\$ 4,008.24	\$ 1,336.08		\$ 8,538.40	\$ 1,461.60	15%
61220	Electricity	\$ 135,000	\$ 10,414.77	\$ 8,619.00	\$ 10,004.05	\$ 5,481.63	\$ 11,482.48	\$ 17,525.59	\$ 63,527.52	\$ 71,472.48	53%
61230	Septic/Waste Services	\$ 5,000	\$ 32.36	\$ 39.69	\$ 49.74	\$ 46.47	\$ 70.32	\$ 59.97	\$ 298.55	\$ 4,701.45	94%
61240	Telephone Expense	\$ 1,000				\$ 226.66			\$ 226.66	\$ 773.34	77%
61250	Trash Services	\$ 5,000	\$ 459.00	\$ 90.00	\$ 515.00	\$ 529.25	\$ 230.00	\$ 230.00	\$ 2,053.25	\$ 2,946.75	59%
61260	Water	\$ 24,000	\$ 1,083.70	\$ 193.99	\$ 354.50	\$ 1,976.52	\$ 1,749.85	\$ 525.07	\$ 5,883.63	\$ 18,116.37	75%
61270	Gas Utility		\$ 111.72			\$ 460.30	\$ 581.27		\$ 1,153.29		#DIV/0!
61299	Total Utilities	\$ 180,000	\$ 12,398.42	\$ 11,839.89	\$ 10,923.29	\$ 12,729.07	\$ 15,450.00	\$ 18,340.63	\$ 81,681.30	\$ 98,318.70	55%
69999	TOTAL EXPENSES	\$ 2,285,000	\$ 185,864.78	\$ 202,055.74	\$ 117,585.21	\$ 219,861.11	\$ 220,380.35	\$ 222,569.84	\$ 1,168,317.03	\$ 1,116,682.97	49%
70200	Other Income										
70210	Subsidy	\$ 1,505,000	\$ 146,561.18	\$ 163,805.64	\$ 131,382.66	\$ 75,000.00	\$ 120,970.65	\$ 150,636.13	\$ 788,356.26	\$ 716,643.74	48%
70240	Other (Management Fee)	\$ 420,000	\$ 70,000.00		\$ 35,000.00	\$ 70,000.00	\$ 35,000.00		\$ 210,000.00	\$ 210,000.00	50%
70299	Total Other Income	\$ 1,925,000	\$ 216,561.18	\$ 163,805.64	\$ 166,382.66	\$ 145,000.00	\$ 155,970.65	\$ 150,636.13	\$ 998,356.26	\$ 926,643.74	48%
	NET OPERATING INCOME	\$ (2,070,000)	\$ (171,834.72)	\$ (168,788.94)	\$ (83,873.96)	\$ (171,874.26)	\$ (170,521.91)	\$ (205,408.05)	\$ (972,301.84)	\$ (1,097,698.16)	53%
	NET INCOME	\$ (145,000.00)	\$ 44,726.46	\$ (4,983.30)	\$ 82,508.70	\$ (26,874.26)	\$ (14,551.26)	\$ (54,771.92)	\$ 26,054.42		0%



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: April 16, 2024
PAGE: 1

SUBJECT:

Request authorization for Capt. Sam Wilkes and Sgt. Stephen Boren to attend the 24R-0212 HMT (Hazmat Tech I) class, May 19 – 25, 2024 at the Center for Domestic Preparedness (CDP) in Anniston, AL. This is a FEMA class, at no cost to the city.

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Fire Department

DIRECTOR'S

AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION:

Move approval for authorization for Capt. Sam Wilkes and Sgt. Stephen Boren to attend the 24R-0212 HMT (Hazmat Tech I) class, May 19 – 25, 2024 at the Center for Domestic Preparedness (CDP) in Anniston, AL. This is a FEMA class, at no cost to the city.

Fwd: Training Confirmation - Center for Domestic Preparedness

1 message

From: samtwilkes@gmail.com <samtwilkes@gmail.com>
To: lashonda@cityofstarkville.org

Thu, Apr 4, 2024 at 8:25 AM

Sent from my iPhone

Begin forwarded message:

From: samtwilkes@gmail.com
Date: February 5, 2024 at 9:34:12 AM CST
To: b.arnett@cityofstarkville.org
Subject: Fwd: Training Confirmation - Center for Domestic Preparedness

Sent from my iPhone

Begin forwarded message:

From: "Jennifer Romano (CTR)" <Jennifer.Romano@cdpemail.dhs.gov>
Date: January 25, 2024 at 6:07:09 PM CST
To: samtwilkes@gmail.com
Cc: Laura Fosselman <lfosselman@dps.ms.gov>
Subject: Training Confirmation - Center for Domestic Preparedness

Sam Wilkes,

Congratulations, you are confirmed to attend the 24R-0212 HMT, 5/19/2024 - 5/25/2024 at the Center for Domestic Preparedness (CDP) in Anniston, AL. These dates are all inclusive with the first and last day being travel days. **Read the following information very carefully.**

- Login to your [Student Portal](#), under "My Personal Data and Documents" to review and complete your initial pre-training documents as soon as possible. *You will need your FEMA SID and password to access your Student Portal. If you have forgotten your FEMA SID or password, contact femasidhelp@cdpemail.dhs.gov or 866-291-0696.*
- **Approximately fifteen (15) days before your scheduled training**, you will receive a CDP email notification to access your Student Portal to (1) complete any remaining required pre-training documents and (2) retrieve important travel information.
- **If you are flying**, the CDP will arrange travel for you and notify you by email when your flight itinerary is available in your Student Portal. The name on your flight itinerary must exactly match the name on the government issued photo identification (ID) or the passport that you will use to board the aircraft. A middle initial in lieu of your complete middle name is acceptable. If your passport or photo ID name does not match the itinerary, contact the CDP travel office immediately. **If you plan to drive** to the CDP, you will receive a travel information sheet in your Student Portal.

If you do not receive an email notification by the Monday, the week prior to your class start date, contact the CDP Travel office immediately at 866-213-9549 or Traveloffice@cdpemail.dhs.gov.

Eastern Region & Tribal Nations Training Support Specialist
Center for Domestic Preparedness
Jennifer.Romano@cdpemail.dhs.gov

Fwd: Training Confirmation - Center for Domestic Preparedness

1 message

Stephen <sboren63@yahoo.com>
To: lashonda@cityofstarkville.org

Thu, Apr 4, 2024 at 8:52 AM

Sent from my iPhone

Begin forwarded message:

From: "Jennifer Romano (CTR)" <Jennifer.Romano@cdpemail.dhs.gov>
Date: January 25, 2024 at 6:04:57 PM CST
To: SBOREN63@yahoo.com
Cc: Laura Fosselman <lfosselman@dps.ms.gov>
Subject: Training Confirmation - Center for Domestic Preparedness

Stephen Boren,

Congratulations, you are confirmed to attend the 24R-0212 HMT, 5/19/2024 - 5/25/2024 at the Center for Domestic Preparedness (CDP) in Anniston, AL. These dates are all inclusive with the first and last day being travel days. **Read the following information very carefully.**

- Login to your [Student Portal](#), under "My Personal Data and Documents" to review and complete your initial pre-training documents as soon as possible. *You will need your FEMA SID and password to access your Student Portal. If you have forgotten your FEMA SID or password, contact femasidhelp@cdpemail.dhs.gov or 866-291-0696.*
- **Approximately fifteen (15) days before your scheduled training**, you will receive a CDP email notification to access your Student Portal to (1) **complete any remaining required pre-training documents** and (2) **retrieve important travel information**.
- **If you are flying**, the CDP will arrange travel for you and notify you by email when your flight itinerary is available in your Student Portal. The name on your flight itinerary must exactly match the name on the government issued photo identification (ID) or the passport that you will use to board the aircraft. A middle initial in lieu of your complete middle name is acceptable. If your passport or photo ID name does not match the itinerary, contact the CDP travel office immediately. **If you plan to drive** to the CDP, you will receive a travel information sheet in your Student Portal.

If you do not receive an email notification by the Monday, the week prior to your class start date, contact the CDP Travel office immediately at 866-213-9549 or Traveloffice@cdpemail.dhs.gov.

Eastern Region & Tribal Nations Training Support Specialist
Center for Domestic Preparedness
Jennifer.Romano@cdpemail.dhs.gov



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: April 16, 2024
PAGE: 1

SUBJECT:

Request authorization for Fire Marshal Mark McCurdy travel to Gulfport, MS to attend the Building Officials Assoc. of MS Summer Conference & Training Event on June 10 – 14, 2024 at an approximate cost of \$2,000.00 (hotel, registration, and meals).

AMOUNT & SOURCE OF FUNDING \$2,000.00 (001-261-600-390) Fire Training

Registration: **Mark McCurdy \$250.00**

Drew Smith, BOAM Treasurer
P.O. Box 217
Ridgeland, MS 39157

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Fire Department

DIRECTOR'S

AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION:

Move approval for authorization for Fire Marshal Mark McCurdy travel to Gulfport, MS to attend the Building Officials Assoc. of MS Summer Conference & Training Event on June 10 – 14, 2024 at an approximate cost of \$2,000.00 (hotel, registration, and meals).



BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI

2024 SUMMER CONFERENCE APPLICATION

Please complete this application and mail it, along with your check (no credit cards please) to the Treasurer at the address shown below. **NONREFUNDABLE**

Date: 3-27-24

Name: Mark McCurdy
Position: Fire Marshal
Jurisdiction / Employer: City of Starkville
Address: 503 E. Lamkin Street P.O. Box: _____
City: Starkville ST: MS Zip Code 39759 - _____
Telephone: 662-769-0037 Fax: _____ Mobile: _____
Email address: mmccurdy@cityofstarkville.org
Website: _____

SUMMER CONFERENCE REGISTRATION IS

Member - \$250.00 / Non-Member - \$300.00

Enclosed is a check (no credit cards please) made payable to BOAM in the amount of
\$ 250.00

2024 Building Officials Association of Mississippi

Summer Conference **June 10, 2023 – June 14, 2024**



CENTENNIAL PLAZA

Grand Centennial Hotel
200 E Beach Blvd
Gulfport, MS 39507
Reservations 228-206-7880

PLEASE ARRANGE FOR YOUR OWN RESERVATIONS AT THE GRAND CENTENNIAL HOTEL. Return completed application and your payment to: **Drew Smith, BOAM Treasurer, P. O. Box 217, Ridgeland, MS 39157**

Email: drew.smith@ridgelandms.org

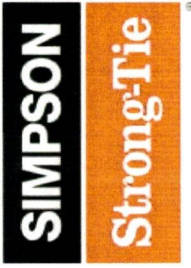
For more information please contact **James Gentry**, BOAM President (901) 461-3907, **Terry Williamson**, BOAM Vice President (662) 296-9099, **Drew Smith**, BOAM Treasurer (601) 941-2482, **Amy Heath**, BOAM Secretary (601) 606-0546 or visit the BOAM website at www.boam.ms.



PROUD MEMBER OF THE INTERNATIONAL CODE COUNCIL

Special Thanks to our Sponsors!!!

Platinum



Bronze



BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI

Summer Conference & Training Event

June 10th thru 14th 2024



Grand Centennial Hotel
200 E Beach Blvd
Gulfport, MS 39507

Monday		June 10, 2024	Wednesday	June 12, 2024	
7:00-8:15	Registration & Sign in Vendors Set up		8:00	Invocation & Pledge of Allegiance Vendor Presentation	
8:15	Invocation & Pledge of Allegiance		8:00-9:00	NFPA Class	
8:15-10:15	Gill Rossmiller 2018 IRC Basics		9:00-10:00		
10:15-10:30	Break		10:15-10:30	Break	
10:30-12:00	Gill Rossmiller 2018 IRC Basics		10:30-12:00	NFPA Class	
12:00-1:00	Lunch (On your own)		12:00-1:00	Lunch	
1:00-1:30	Vendor Presentation		1:00-1:30	MS State Board of Contractors	
1:30-3:00	Gill Rossmiller 2018 IRC Basics		1:30-3:00	NFPA Class	
3:00-3:15	Break		3:00-3:15	Break	
3:15-5:00	Gill Rossmiller 2018 IRC Basics		3:15-5:00	NFPA Class	
5:00	Adjourn		5:00	Adjourn	
Tuesday		June 11, 2024	Thursday	June 13, 2024	
7:00-8:15	Sign In & Late Registration		8:00	Invocation & Pledge of Allegiance	
8:15	Invocation & Pledge of Allegiance		8:15-9:00	Vender Presentation TBA	
8:15-10:15	Gill Rossmiller 2018 IBC Basics		9:00-9:30	Vender Presentation TBA	
10:15-10:30	Break		9:30-10:00	Vender Products Presentation	
10:30-12:00	Gill Rossmiller 2018 IBC Basics		10:00-10:15	Break	
12:00-1:00	Lunch (On your own)		11:00—12:00	ICC Region IX Meeting	
1:00-2:00	Vendor Presentation		12:00-1:00	Lunch (On your own)	
2:00-3:00	Gill Rossmiller 2018 IBC Basics		1:00-2:00	Simpson Strong- Tie Presentation	
3:00-3:15	Break		2:00-3:00	Vendor Presentation TBA	
3:15-5:00	Gill Rossmiller 2018 IBC Basics		3:00-3:15	Break	
5:00	Adjourn		3:15-5:00	Vendor Presentation TBA	
			5:00	Adjourn	
			6:00	BOAM Dinner	
			Friday		June 14, 2024
			8:00-9:00	Invocation & Pledge of Allegiance	
			9:00-11:00	BOAM Business Meeting	
			11:00	Adjourn	

This schedule is subject to change without notice. Please see the daily class listings.

Building Officials Association of

About Us

“Welcome to the website for the Building Officials Association of Mississippi. Our goal is to provide up to date information on Building Code related issues and events of importance to our membership, associates and visitors.

Let me begin by thanking you, our members, for your continued support of this organization. As Code Professionals we all know how important keeping informed about Code related issues can be. We hope the pages contained within this website will assist you in that effort. Second, we extend our gratitude to our sponsors, as they continue to provide their financial and professional support to our Association.

James Gentry,
BOAM President

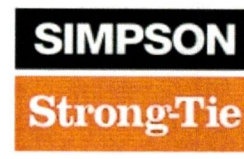
Announcements

Thank you for your interest in the Building Officials Association of Mississippi.

Application & Agenda for 2024 Summer Conference is now available! We look forward to seeing you in Gulfport June 10th - 14th, 2024.

REMEMBER TO BOOK YOU ROOMS ASAP: Group Booking Code BOAM2024 @ Grand Centennial has **10 Double Queen rooms \$229.00 per night**, 50 King rooms \$169.00 per night and at the Oasis Resort has 10 Double Queen rooms \$229.00 per night. Room blocks will be held until 5/9/2024.

Thank you to our Platinum Sponsors



Thank you to our Bronze Sponsors





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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: April 16, 2024
PAGE: 1

SUBJECT:

Request permission to enter into a Joint Agreement and to purchase a CAD Distribution System to work with distributing from the new 365 Labs CAD System with Oktibbeha 911 and Image Trend Elite. We are currently using Image Trend Elite for our daily fire department reporting system.

AMOUNT & SOURCE OF FUNDING 001-261-604-330 (Communication line item)

This Joint Agreement is between Starkville Fire Department and Oktibbeha County Board of Supervisors agreement with Image Trend, LLC to split the cost of the distribution system.

The cost for the Starkville Fire Department will be:

One time set-up fee: **\$337.50**

Annual Recurring Fees: **\$1,750**

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION:

Move approval to enter into a Joint Agreement and to purchase a CAD Distribution System to work with distributing from the new 365 Labs CAD System with Oktibbeha 911 and Image Trend Elite. We are currently using Image Trend Elite for our daily fire department reporting system.



OKTIBBEHA COUNTY (MS) CAD ADD ON

Prepared For

Oktibbeha County District 5 Volunteer Fire Department
Kristen Campanella
P.O. Box 80285
Starkville, Mississippi 39759

Prepared By

Jesse Leis
Mar 01, 2024

IMAGETREND®

Quote

IMAGETREND®

Prepared For

Kristen Campanella
Oktibbeha County District 5 Volunteer Fire Department
P.O. Box 80285
Starkville, Mississippi 39759
662-338-1076
kristen@oktibbehaeoc.org

Bill To

Kristen Campanella
Oktibbeha County District 5 Volunteer Fire Department
3095 Oktoc RD 2988 Oktoc RD
Stankville, Mississippi 39759
662-338-1076
kristen@oktibbehaeoc.org

Salesperson		Quote Number		Date	
Jesse Leis, Mid-Market Account Executive, 952.469.6784		QUO-18090-Q7C5W		Mar 01, 2024	
Description		Qty	Frequency	Unit Price	Total
One-Time Fees					
Modules Setup & Implementation		1	One Time	\$675.00	\$675.00
Recurring Fees					
CAD Distribution		1	Recurring	\$3,500.00	\$3,500.00
- CAD Vendor: Other CAD Vendor					
TOTAL Year 1					\$4,175.00
*Annual Fees after Year 1					\$3,500.00

Fees to be divided between agencies internally after contracting
Oktibbeha County FD: One time fees: \$337.50 Annual Recurring Fees: \$1,750.00
Starkville FD: One time fees: \$337.50 Annual Recurring Fees: \$1,750.00

Prepared By: Jesse Leis

Terms of Agreement: The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- The recurring annual fees will be invoiced annually in advance.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on up to 1,000 annual incidents as provided by Client.
*IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 7% of the price then currently in effect.
- This proposal is valid for 90 days.
- This quote reflects ImageTrend's standard non-CJIS compliant framework, and is provided without any CJIS-related warranties, representations, or contractual commitments. Additional information and pricing for ImageTrend's advanced CJIS compliant offerings are available upon request.
- The estimates set forth herein do not constitute a binding offer or acceptance. This quote does not express the full agreement or understanding of the parties, is subject to additional due diligence and change, and shall not be binding on ImageTrend. The parties do not intend to be legally bound until they enter into definitive agreements regarding the subject matter hereof.

IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable

DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

PRODUCT DESCRIPTIONS

CAD Distribution

The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration.

PIGGYBACK AGREEMENT

Contract Details			
Master Contract Number ("Master Contract")	45874	Piggyback Contract Number	00008766.0

This Piggyback Agreement (hereinafter referred to as this "Agreement" or "Piggyback") is binding as of the date executed by the last of the parties named below:

BETWEEN: ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend")

AND: Oktibbeha County Board of Supervisors (hereinafter "Client")

The Client and ImageTrend mutually agree establish a contractual relationship between Oktibbeha County Board of Supervisors and ImageTrend, LLC based on the terms first established between Mississippi Bureau of Emergency Medical Services ("System Administrator") and ImageTrend.

Purpose. The purpose of this Piggyback is to procure the following items as outlined below in the Price Sheet attachment. The good delivery date or service period(s) will begin on the date of the last signature hereto ("the Effective Date").

Master Agreement Incorporated by Reference. The body of the Master Contract, excluding Article 3 and 4 and all exhibits is hereby incorporated by reference as the terms for this Piggyback. The attachments and exhibits to this Agreement replace the exhibits and attachments of the Master Contract, for purposes of this Agreement. Where the System Administrator's name appears in the Master Contract, for purposes of this Agreement, all instances are replaced with the Client's name as detailed in this Agreement. The attachments and exhibits to this Agreement, and the incorporated body of the Prime Contract as detailed in this section, form the complete Agreement between the Parties related to the topics herein..

System Administrator's Rights. To the degree this Piggyback Agreement is made with Client to use functionality or make decisions regarding the modification, disposition, operation, usage, or non-usage of goods or services originally procured for Client by System Administrator or other party to the Master Agreement (e.g. System Administrator's ImageTrend provided software systems), Client's rights are subordinate to those of the parties to the Master Contract. To the degree Client's requests require modification or otherwise impact the parties to the Prime Contract, Client must seek and obtain written permission from the affected parties in the Prime Contract (i.e. System Administrator). Should System Administrator deny this permission, ImageTrend may rightfully withhold performance under this Agreement to the extent it is not permitted by System Administrator, or not permitted by law or regulation in ImageTrend's sole interpretation. CLIENT is advised ImageTrend is a Business Associate and/or under data confidentiality provisions to the System Administrator and has duties under HIPAA and other data privacy laws which may not be waived or modified without System Administrator's written consent.

Out of Scope. Any service or good not described herein is out-of-scope. Out of Scope custom software development is \$225.00/hour and performed only under mutually agreed upon Statement of Work. Other goods and services are available via separate quote from ImageTrend.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client

ImageTrend

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
10,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Modules Setup & Implementation	ELT.003.002.037	\$675.00	1	\$675.00

Total One-Time Fees: \$675.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
CAD Distribution	ELT.002.007.001	\$3,500.00	1	\$3,500.00
Other CAD Vendor	ELT.002.007.019	\$0.00	1	\$0.00

Total Recurring Fees: \$3,500.00

TOTAL YEAR 1: \$4,175.00

Send Invoices To:

Patrick Warner
pwarner@gtpdd.com
P.O. Box 80285
Starkville, MS 39759

Payment Terms:

1. "One Time Fees" are due once upon contract signature.
2. "Recurring Fees" are annual fees which are due once upon contract signature and recur each year.
3. The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
4. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
5. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.
6. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
7. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. "Elite EMS SaaS" shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend's right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License ("On Premise License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement. Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate.

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other

proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the

Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMESIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those

services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Patrick Warner or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/County/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
 95.0% - 98.99% = 10% of monthly hosting fee credited
 90.0% - 94.99% = 15% of monthly hosting fee credited
 89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement ("Agreement") dated 03/14/2024 (the "Effective Date"), is entered into by and between **Oktibbeha County Board of Supervisors** located at P.O. Box 80285, Starkville, MS 39759 (the "Covered Entity") and ImageTrend, LLC, a Minnesota corporation (the "Business Associate").

WHEREAS, Covered Entity (also referred to as "Client") and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the "Business Arrangements") pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health & Human Services ("HHS") promulgated the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards"), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a "Covered Entity", or collectively, "Covered Entities") to protect the privacy of certain individually identifiable health information ("Protected Health Information", or "PHI"); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information ("EPHI"); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a "business associate agreement" with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the "HITECH Act"), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise

defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the "Confidentiality Requirements"). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may

be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use

appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- a. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate

will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- b. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- c. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior

written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- i. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
- d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above

shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

- e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Compliance Department
P.O. Box 80285
Starkville, MS 39759

If to Business Associate:

ImageTrend, LLC

Attn: Legal Department

20855 Kensington Blvd.

Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply

to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

<u>Client</u>	<u>ImageTrend</u>
<u>Signature:</u> _____	<u>Signature:</u> _____
<u>Print Name:</u> _____	<u>Print Name:</u> _____
<u>Title:</u> _____	<u>Title:</u> _____
<u>Date:</u> _____	<u>Date:</u> _____



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 16, 2024
Page: 1

SUBJECT:

Request authorization to hire Regina Fisher as a part-time Customer Service Representative in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

This position will not exceed thirty (30) hours per week at \$17.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Funds are included in the fiscal year 2023/24 budget.
44% of pay – Acct: 903.00 Electric Expense.
46% of pay – Acct: 146.10 Due from the Water Dept.
10% of pay – Acct: 146.20 Due from the Sanitation Dept.

AUTHORIZATION HISTORY:

This is a replacement position previously held by Jessica Hyché who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Regina Fisher as a part-time Customer Service Representative in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 16, 2024
Page: 1

SUBJECT:

Request authorization to hire Jalen Calmes as a part- time firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Jalen Calmes - Non-Exempt rate of \$14.00 per hour based on 1378 (part-time) hours.

FISCAL NOTE:

Budgeted from line item # 001-261-420-103

AUTHORIZATION HISTORY:

This is a replacement position previously held by Detrick Sanders who has resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jalen Calmes as a part- time firefighter in the Starkville Fire Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: April 16, 2024
Page: 1

SUBJECT:

Request authorization to hire Ethan Hicks as an Aircraft Lineman (FBO) in the Starkville Airport Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid for actual hours worked not to exceed twenty (20) hours per week at \$14.00 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

Budgeted from line item # 015-505- 430-109

AUTHORIZATION HISTORY:

This is a replacement position previously held by Don Blackwell.

REQUESTING DEPARTMENT:

Starkville Airport Department

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Rodney Lincoln, Airport Director
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Ethan Hicks as an Aircraft Lineman (FBO) in the Starkville Airport Department.



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

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: April 16, 2024
PAGE: Page 1 of 1

SUBJECT:

Consideration of approving permission to advertise for the McKee Park Improvement Project.

SUMMARY:

This project will involve improvements to McKee Park including a new splashpad, playground equipment, parking lot, dog park, pavilions and landscaping.

Estimated Construction Cost: \$7,200,000

Funding Source: Fund 312 2023 Parks Bond

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty @ 662-323-2294 or bdoherty@sportsfacilities.com

Chris Williams @ 662-323-2525 ext. 3122 or c.williams@cityofstarkville.org

Stephen Kachelman @ 662-323-2525 ext. 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for approving permission to advertise for the McKee Park Improvement Project.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 4-16-24
PAGE: 1 of 49

SUBJECT: Application for FY24 Office on Violence Against Women (OVW) Local Law Enforcement Grant for Enforcement of Cyber Crimes. The Starkville Police Department requests permission to apply for the FY24 Office on Violence Against Women (OVW) Local Law Enforcement Grant for Enforcement of Cyber Crimes. The grant is a 100% reimbursable grant for funding in the area of equipment, training, overtime, and victim services. The award ceiling cap is \$500,000 over a period of 36 months. Equipment is not to exceed 50% of funding.

AMOUNT & SOURCE OF FUNDING: \$500,000.00 Office on Violence Against Women (OVW)

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** Mark Ballard
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Sgt. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the Starkville Police Department to apply for 100% reimbursable competitive grant in the area of the FY24 Office on Violence Against Women (OVW) Local Law Enforcement Grant for Enforcement of Cyber Crimes.

STAFF RECOMMENDATION:



U.S. Department of Justice
Office on Violence Against Women (OVW)

OVW Fiscal Year 2024 Local Law Enforcement Grants for Enforcement of Cybercrimes Program - Solicitation

Assistance Listing Number: 16.060

Grants.gov Opportunity Number: O-OVW-2024-171924

Solicitation Release Date: January 31, 2024

Deadline to submit SF-424 and SF-LLL in Grants.gov: 11:59 PM Eastern Time (ET) on April 29, 2024.

Deadline to submit full application in JustGrants: 8:59 PM ET on May 1, 2024.

Eligibility:

Eligible applicants are limited to: States, Indian Tribes, and units of local government in the United States or U.S. territories. For more information, see the [Eligibility Information](#) section of this solicitation.

Letter of Intent

Applicants are strongly encouraged to submit a non-binding Letter of Intent to ovw.cybercrimes@usdoj.gov by March 15, 2024. Applicants that do not submit a Letter of Intent can still apply. For more information, see the [Application and Submission Information](#) section of this solicitation.

Pre-Application Information Session

OVW will conduct an optional web-based Pre-Application Information Session. During this session, OVW staff will review the program's requirements, review the solicitation, and allow for a brief question and answer period. For more information, see the [Application and Submission Information](#) section of this solicitation.

Contact Information

For assistance with the requirements of this solicitation, email OVW at ovw.cybercrimes@usdoj.gov. Applicants also may call OVW at 202-307-6026.

Registration Information: OVW encourages first time applicants to apply for funding.

Organizations applying for the first time must complete registrations with multiple systems:

- i. System for Award Management (SAM) (<https://sam.gov/content/entity-registration>)
- ii. Grants.gov (grants.gov/applicants/applicant-registration)
- iii. JustGrants registration needs to be completed **ONLY** after successful submission of Step 1 of the application as described below.

For more information, see the [Prior to Application Submission](#) section of this solicitation.

Organizations that have applied for funding previously **must ensure their accounts with SAM, Grants.gov, and JustGrants are active and up to date.**

Applicants are strongly encouraged to begin the registration process or ensure that all accounts are active and up to date by April 8, 2024.

Submission Information: Applications must be submitted to OVW through a two-step process that begins in Grants.gov and is completed in JustGrants:

Step 1: The applicant must **submit** by the Grants.gov deadline (11:59 PM ET on April 29, 2024) the required Application for Federal Assistance standard form (SF-424) and the Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov. To view the forms prior to completing them in Grants.gov, applicants can go to the Package tab under the funding opportunity that they're applying for and select Preview. The Preview then provides links to the forms.

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/> by the JustGrants application deadline (8:59 PM ET on May 1, 2024). OVW encourages applicants to review the [JustGrants](#) website for more information, resources, and training.

Note that the Grants.gov and JustGrants deadlines are typically only a few days apart.

For more information about application submission, see the [How to Apply](#) section of this solicitation.

Notification

OVW anticipates notifying applicants of funding decisions by October 1, 2024.

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Program Description

Overview of OVW

OVW is a component of the United States Department of Justice (DOJ). Created in 1995, OVW administers grant programs authorized by the Violence Against Women Act (VAWA) and subsequent legislation and provides national leadership on issues of domestic violence, dating violence, sexual assault, and stalking. OVW grants support coordinated community responses that provide services to victims and hold offenders accountable.

About this OVW Program

This program is authorized by 34 U.S.C. § 30107. The Local Law Enforcement Grants for Enforcement of Cybercrimes Program (Cybercrimes Enforcement Program) (CFDA # 16.060) supports efforts by States, Indian Tribes, and units of local government to prevent, enforce, and prosecute cybercrimes against individuals. Cybercrimes against individuals are defined as criminal offenses that involve the use of a computer to harass, threaten, stalk, extort, coerce, cause fear to, or intimidate an individual, or without consent distribute intimate images of an adult, except that use of a computer need not be an element of the offense. (See 34 U.S.C. § 30107(a)(2)). Cybercrimes against individuals do not include the use of a computer to cause harm to a commercial entity, government agency or nonnatural person. Note: The term computer includes a computer network and an interactive electronic device.

The Cybercrimes Enforcement Program supports training for State, Tribal, or local law enforcement personnel, prosecutors, judges, and judicial personnel relating to cybercrimes against individuals, as well as assistance to State, Tribal, or local law enforcement agencies in enforcing laws that prohibit cybercrimes against individuals, educating the public, supporting victim assistants, establishing task forces, and acquiring computers and equipment necessary to conduct investigations and forensic analysis of evidence.

For additional information about OVW grant programs and related performance measures, including how awards contribute to the achievement of program goals and objectives, see:

- OVW grant program information: [OVW Grants and Programs Webpage](#).
- Program performance measures under the Measuring Effectiveness Initiative: [VAWA Measuring Effectiveness Initiative webpage](#).
- Program-specific sections in OVW's [most recent report to Congress](#) on the effectiveness of VAWA grant programs.

Program Scope

Activities supported by this program are determined by statute, federal regulations, and OVW policies. If an applicant receives an award, the funded project is bound by this solicitation, the [DOJ Financial Guide](#), including updates to the financial guide after an award is made, the [Solicitation Companion Guide](#), and the conditions of the award.

Purpose Areas

Pursuant to 34 U.S.C. § 30107, funds under this program must be used for one or more of the purposes outlined below.

Although the authorizing statute includes ten distinct purpose areas, OVW is requiring that **applicants must address purpose areas 1 and/or 2**. Applicants may choose to address additional purpose areas in their proposed project.

(1) Training for State, Tribal, or local law enforcement personnel relating to cybercrimes against individuals, including

(A) training such personnel to identify and protect victims of cybercrimes against individuals, provided that the training is developed in collaboration with victim service providers;

(B) training such personnel to utilize Federal, State, Tribal, local, and other resources to assist victims of cybercrimes against individuals;

(C) training such personnel to identify and investigate cybercrimes against individuals;

(D) training such personnel to enforce and utilize the laws that prohibit cybercrimes against individuals;

(E) training such personnel to utilize technology to assist in the investigation of cybercrimes against individuals and enforcement of laws that prohibit such crimes; and

(F) the payment of overtime incurred as a result of such training;

(2) Training for State, Tribal, or local prosecutors, judges, and judicial personnel relating to cybercrimes against individuals, including

(A) training such personnel to identify, investigate, prosecute, or adjudicate cybercrimes against individuals;

(B) training such personnel to utilize laws that prohibit cybercrimes against individuals;

(C) training such personnel to utilize Federal, State, Tribal, local, and other resources to assist victims of cybercrimes against individuals; and

(D) training such personnel to utilize technology to assist in the prosecution or adjudication of acts of cybercrimes against individuals, including the use of technology to protect victims of such crimes;

(3) Training for State, Tribal, or local emergency dispatch personnel relating to cybercrimes against individuals, including

(A) training such personnel to identify and protect victims of cybercrimes against individuals;

(B) training such personnel to utilize Federal, State, Tribal, local, and other resources to assist victims of cybercrimes against individuals;

(C) training such personnel to utilize technology to assist in the identification of and response to cybercrimes against individuals; and

- (D) the payment of overtime incurred as a result of such training;
- (4) Assistance to State, Tribal, or local law enforcement agencies in enforcing laws that prohibit cybercrimes against individuals, including **expenses incurred in performing enforcement operations**, such as overtime payments;
- (5) Assistance to State, Tribal, or local law enforcement agencies in **educating the public** in order to prevent, deter, and identify violations of laws that prohibit cybercrimes against individuals;
- (6) Assistance to State, Tribal, or local law enforcement agencies to support the **placement of victim assistants** to serve as liaisons between victims of cybercrimes against individuals and personnel of law enforcement agencies;
- (7) Assistance to State, Tribal, or local law enforcement agencies to establish **task forces** that operate solely to conduct investigations, forensic analyses of evidence, and prosecutions in matters involving cybercrimes against individuals;
- (8) Assistance to State, Tribal, or local law enforcement agencies and prosecutors in **acquiring computers, computer equipment, and other equipment** necessary to conduct investigations and forensic analysis of evidence in matters involving cybercrimes against individuals, including expenses incurred in the training, maintenance, or acquisition of technical updates necessary for the use of such equipment for the duration of a reasonable period of use of such equipment;
- Note:** Funds used for the acquisition of computers, computer equipment, and other equipment necessary to conduct cybercrime investigations and forensic analysis of evidence cannot exceed 50% of the budget.
- (9) Assistance in the facilitation and promotion of **sharing**, with State, Tribal, and local law enforcement agencies and prosecutors, of **the expertise and information of Federal law enforcement agencies** about the investigation, analysis, and prosecution of matters involving laws that prohibit cybercrimes against individuals, including the use of multijurisdictional task forces; or
- (10) Assistance to State, Tribal, and local law enforcement and prosecutors in processing **interstate extradition requests** for violations of laws involving cybercrimes against individuals, including expenses incurred in the extradition of an offender from one State to another.

OVW Priority Areas

In FY 2024, OVW has four programmatic priorities. The priority identified below is applicable to this program. Applicants are strongly encouraged, but not required, to address this priority area. Applicants that state they are addressing this priority area and meet the criteria will be given special consideration:

1. Advance equity and tribal sovereignty as essential components of ending sexual assault, domestic violence, dating violence, and stalking by improving outreach, services, civil and criminal justice responses, prevention, and support for survivors from historically marginalized and underserved communities, particularly those facing disproportionate rates or impacts of violence and multiple barriers to services, justice,

and safety.

- To receive special consideration under this priority, the applicant must partner with an organization that has a demonstrated and distinctive history of using culturally appropriate and linguistically specific strategies to serve communities that have been historically marginalized and that face barriers to accessing mainstream systems and service providers. At a minimum, to meet the priority, an applicant should describe these barriers and how its partner builds on the unique help-seeking strategies and sources of resilience found in its historically marginalized community. In addition, an applicant may provide data regarding disproportionate rates or impact of violence in the community served by its partner. This partnership must be documented in a mandatory memorandum of understanding submitted with the application and the proposed activities to address this priority area must be described in the proposal narrative. This *may* be the same organization that the applicant has selected to serve as the mandatory victim service partner, provided the necessary requirements of this section and the [Required Partnership](#) are met.

Activities that Compromise Victim Safety and Recovery or Undermine Offender Accountability

OVW does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to avoid responsibility for their actions. Applications that propose any such activities may receive a deduction in points during the review process or may be eliminated from consideration. OVW may support survivor-centered alternative pathways to justice and non-criminal approaches to accountability that fall within the statutory scope of this program and do not compromise victim safety. Information on activities that compromise victim safety and recovery or undermine offender accountability may be found in the [Solicitation Companion Guide](#).

Out-of-Scope Activities

The activities listed below are out of the program scope and will not be funded under this program. See also the list of unallowable costs in the [Funding Restrictions](#) section of this solicitation.

1. Research projects. Funds under this program may not be used to conduct research, defined by 28 C.F.R. § 46.102(d) as a systematic investigation designed to develop or contribute to generalizable knowledge. Surveys and focus groups, depending on their design and purpose, may constitute research and therefore be out-of-scope. However, assessments conducted for internal improvement purposes only (see Limited Use of Funds below) may not be considered “research” as defined above. For information on distinguishing between research and assessments, see the [Solicitation Companion Guide](#).
2. Funds under this program may not be used to support activities related to the distribution of intimate images of a minor.
3. Funds under this program may not be used to support activities related to cybercrimes that include the use of a computer to cause harm to a commercial entity, government agency, or nonnatural person.

Applications that propose activities deemed to be substantially out-of-scope may receive a deduction in points during the review process or may be eliminated from consideration.

Limited Use of Funds

Grantees may use up to three percent of grant award funds to conduct an assessment for internal improvement purposes only, such as by convening a listening session to identify service gaps in the community or surveying training participants about the quality of training content and delivery. Applicants considering such assessments must refer to the OVW research decision tree in the Solicitation Companion Guide to ensure that the activity does not qualify as human subjects research. The [Solicitation Companion Guide](#) also provides additional information on federal requirements related to research, assessments, and surveys.

Activities Requiring Prior Approval

Recipients must receive prior approval before using grant funds to support surveys, regardless of the survey's purpose. Prior approval is necessary to determine whether the activity is within the scope of the award and meets the requirements of the Paperwork Reduction Act (see the [Solicitation Companion Guide](#) for more information).

Federal Award Information

Availability of Funds

All awards are subject to the availability of appropriated funds as well as any modifications or additional requirements imposed by law. There is no guarantee that funds will be available in the future. Depending on availability of funding and an applicant's merit, OVW may elect to make awards for a future fiscal year if an application is not selected under this solicitation.

Type of Award

Awards will be made as grants.

Award Period and Amount

The award period is 36 months. Budgets, including the total "estimated funding" on the SF-424, must reflect 36 months of project activity. OVW anticipates that the award period will start on October 1, 2024.

Awards under this program for FY 2024 will be made for up to \$500,000. OVW estimates that it will make up to ten awards for an estimated \$5,000,000.

OVW has the discretion to make awards for greater or lesser amounts than requested and to negotiate the scope of work and budget with applicants before making an award or after an award is made but prior to access to funds.

Types of Applications

In FY 2024, OVW will accept applications for this program from the following:

New: This is the first time awards have been made under this program. All awards are new.

Program Requirements

Applicants that receive funding under this program will be required to engage in the following activities:

1. Participation in OVW-sponsored training and technical assistance (TTA).

2. Collection of and reporting on performance indicators. (OVW will provide forms, instructions, training, and related tools on performance reporting.)
3. Participation in an assessment or evaluation, if OVW conducts one that requires grantee involvement.
4. Establish or continue a Coordinated Community Response (CCR) team to assess and improve responses to cybercrimes against individuals within the first six months of the award. The primary focus of this multi-disciplinary team must be on preventing, enforcing, and prosecuting these crimes.
5. Address the intersection of gender-based violence with technology-facilitated abuse and cybercrimes against individuals.
6. Implement the statutory purpose areas (1) addressing training for law enforcement and/or (2) addressing training for prosecutors, judges, and judicial personnel. (34 U.S.C. § 30107(d)).
7. Partner with a victim service provider, as defined in 34 U.S.C. § 12291(a)(50).
8. If implementing purpose area 8, spend no more than 50 percent of the award on purchasing equipment as authorized by 34 U.S.C. § 30107(d)(8).

Eligibility Information

Eligible Applicants

Pursuant to 34 U.S.C. § 30107(b), the following entities are eligible to apply for this program:

1. **States.**
“State” means each of the several states and the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, and the Northern Mariana Islands. See 34 U.S.C. § 12291(a)(37).
2. **Indian Tribes.**
The terms “Indian tribe” and “Indian Tribe” mean a tribe, band, pueblo, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation (as defined in, or established pursuant to, the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.)), that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians. See 34 U.S.C. § 12291(a)(22).
3. **Unit of local government.**
“Unit of local government” means any city, county, township, town, borough, parish, village, or other general purpose political subdivision of a State. See 34 U.S.C. § 12291(a)(47). Pursuant to 28 C.F.R. § 90.2(g), the following are not considered units of local government and are not eligible to apply as the lead applicant – police departments, pre-trial service agencies, district or city attorneys’ offices, sheriffs’ departments, probation and parole departments, and universities. These entities may assume responsibility for the development and implementation of the project but must have their state, tribal government, or unit of local government apply as the lead applicant.

Ineligible Entities and Disqualifying Factors

Applications submitted by ineligible entities or that do not meet all program eligibility requirements will not be considered for funding. In addition, an application deemed deficient in one or more of the following categories may not be considered for funding: 1. activities that

compromise victim safety, 2. out-of-scope activities, 3. unallowable costs, 4. pre-award risk assessment, 5. completeness of application contents, and 6. timeliness.

Failure to comply fully with all applicable unique entity identifier and SAM requirements (see Application and Submission section for more information on these requirements) will result in removal from consideration.

An applicant with past performance issues, long-standing open audits, or an open criminal investigation also may not be considered for funding.

Cost Sharing or Matching

This program has no matching or cost-sharing requirement.

Other Program Eligibility Requirements

In addition to meeting the eligible entity requirements outlined above, applicants for this program must also meet the requirements below. All certification and other eligibility-related documents must be current and developed in accordance with the FY 2024 solicitation.

Certifications must take the form of a letter, on letterhead, signed, and dated by the authorized representative. Failure to provide required certifications may disqualify an application from further consideration. At a minimum, an applicant that fails to include the required certification letter will be required to submit that certification letter prior to receiving an award. The signed certification letter must be uploaded/attached as a separate attachment under the Additional Application Components section in JustGrants.

Note: For purposes of this program, the authorized representative is the chief executive officer of a State, Tribal government, or unit of local government.

Certifications and Assurances

Pursuant to 34 U.S.C. § 30107(c), an application submitted by the chief executive officer of a State, Tribal government, or unit of local government must include the following:

- (1) A certification that Federal funds made available under this program will not be used to supplant State, Tribal, or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities;
- (2) An assurance that, not later than 30 days before the application (or any amendment to the application) was submitted, the application (or amendment) was submitted for review to the governing body of the State, Tribe, or unit of local government (or to an organization designated by that governing body);
- (3) An assurance that, before the application (or any amendment to the application) was submitted, the application (or amendment) was made public and an opportunity to comment on the application (or amendment) was provided to citizens, to neighborhood or community-based organizations, and to victim service providers, to the extent applicable law or established procedure makes such an opportunity available;
- (4) An assurance that, for each fiscal year covered by an application, the applicant shall maintain and report such data, records, and information (programmatic and financial) as the

Office on Violence Against Women may reasonably require;

- (5) A certification, executed by the chief executive officer of the applicant, that—
- (i) the programs to be funded by the grant meet all the requirements of 34 U.S.C. § 30107;
 - (ii) all the information contained in the application is correct;
 - (iii) there has been appropriate coordination with affected agencies; and
 - (iv) the applicant will comply with all provisions of 34 U.S.C. § 30107 and all other applicable Federal laws;
- (6) a certification that the State, Tribe, or in the case of a unit of local government, the State in which the unit of local government is located, has in effect criminal laws which prohibit cybercrimes against individuals;
- (7) a certification that any equipment purchased using grant funds [described in 34 U.S.C. § 30107(d)(8)] will be used primarily for investigations and forensic analysis of evidence in matters involving cybercrimes against individuals.

A sample [Certifications and Assurances letter](#) can be found on the OVW website.

Required Partnerships

All applicants to the Cybercrimes Enforcement Program are required to partner with a victim service provider. The partnership must be documented in the mandatory [Memorandum of Understanding](#).

A victim service provider is a nonprofit, nongovernmental or tribal organization or rape crisis center, including a State or tribal domestic violence and/or sexual assault coalition, that assists or advocates for domestic violence, dating violence, sexual assault, or stalking victims, including a domestic violence shelter, faith-based organization or other organization, with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking. See 34 U.S.C. § 12291(a)(50). Victim service providers must provide direct services to victims of domestic violence, dating violence, sexual assault, or stalking as one of their primary purposes and have a demonstrated history of effective work in this field.

Limit on Number of Applications

OVW will consider only one application per organization for the same service area (i.e., the geographic area to be served). In addition, if an applicant submits multiple versions of the same application, OVW will review only the most recent system-validated version submitted before the deadline.

Application and Submission Information

Address to Request Application Package

The complete application package (this solicitation, including links to required forms) is available on Grants.gov and on the [OVW website](#). Applicants wishing to request a paper copy of these materials should contact OVW at 202-307-6026 or ovw.cybercrimes@usdoj.gov.

Pre-Application Information Session

OVW will conduct a live web-based pre-application information session. During this live session, OVW staff will review this program's requirements, review the solicitation, and allow for a brief question and answer period. The live session is tentatively scheduled for:

- Thursday, February 15, 2024 at 2:00 pm ET.

Participation in a pre-application information session is optional and not a requirement to be eligible to apply and a recording will be available on the [OVW website](#).

To register for the live session, contact the Cybercrimes Unit at ovw.cybercrimes@usdoj.gov or at 202-307-6026. Registration must be received at least one day prior to the start of the session. Participants are not registered until they receive a confirmation email. The webinar will be captioned in English. Interested applicants needing additional language assistance should contact this program at ovw.cybercrimes@usdoj.gov or at 202-307-6026 as soon as possible, but no later than February 8, 2024.

Content and Form of Application Submission

The information below (**Letter of Intent** through **How to Apply**) describes the full content and form of application submission.

Letter of Intent

Applicants intending to apply for FY 2024 funding under this program are strongly encouraged to submit a Letter of Intent stating that they are registered and current with SAM and Grants.gov. The letter should be submitted to OVW at ovw.cybercrimes@usdoj.gov by March 15, 2024. This letter does not obligate the applicant to apply. See the OVW website for a sample [Letter of Intent](#).

Formatting and Technical Requirements

Applications must follow the requirements below for all documents attached to the application, unless otherwise noted. Points may be deducted for applications that do not adhere to the following requirements:

1. Double-spaced (charts may be single-spaced)
2. 8½ x 11 inch pages
3. One-inch margins
4. Arial font, type no smaller than 11 point, except for footnotes, which may be 9 point
5. Page numbers
6. No more than 20 pages for the Proposal Narrative
7. Documents in the following formats: Microsoft Word (.doc), PDF files (.pdf), or Text Documents (.txt)
8. Headings and sub-headings that correspond to the sections identified in this section of the solicitation

Application Contents

Applications must include the required documents and meet the program eligibility requirements. For a checklist, see the [Application Checklist](#) in the Other Information section of this solicitation.

OVW will not contact applicants for missing items on the list below. **Applications that do not include all the following documents will not be considered for funding:**

1. Proposal Narrative
2. Budget Detail Worksheet and Narrative
3. Signed Memorandum of Understanding (MOU)

Application for Federal Assistance (SF-424)

Applicants must complete the SF-424 in Grants.gov as part of **Step 1 of the application submission process**. The SF-424 is generated when the applicant begins the submission process in Grants.gov. For Type of Applicant (box 9), do not select "Other". The amount of federal funding requested in the "Estimated Funding" section of this form (box 18a) should match the amount of federal funding requested in the budget of the application. This program does not require a match; therefore, the value for the Applicant line (box 18b) should be zero. The individual who is listed as "**Authorized Representative**" (box 21) must have the authority to apply for and accept grant awards on behalf of the organization or jurisdiction.

Intergovernmental Review (SF-424 Question 19): This solicitation ("funding opportunity") is subject to Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget's website for the names and addresses of state [Single Points of Contact](#) (SPOC) under Intergovernmental Review. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to comply with the state's process under E.O. 12372. In completing the SF-424, the applicant must make the appropriate selection in response to question 19 once it has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Disclosure of Lobbying Activities (SF-LLL)

All applicants must complete and submit the *Disclosure of Lobbying Activities* (SF-LLL) form in Grants.gov as part of **Step 1 of the application submission process**. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL.

Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

Standard Applicant Information (JustGrants 424 and General Agency Information)

This section in the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants begin **Step 2 of the application submission process** by reviewing the Standard Applicant Information in JustGrants, making edits as needed, confirming the Authorized Representative, verifying the legal name and address, and entering the ZIP code(s) for the areas affected by the project.

Proposal Abstract

The Proposal Abstract must provide a short summary (no more than two pages, double-spaced) of the proposed project, including names of applicant and partners, project title, purpose of the project (including goal and intended outcome), primary activities for which funds are requested, who will benefit (including geographic area to be served), products and deliverables, and how the applicant will measure progress in completing project goals and objectives. Do not summarize past accomplishments in this section. The Proposal Abstract, which is to be entered into a text box in JustGrants, will not be scored but is used throughout the review process.

Data Requested with Application

Applicants must complete three questionnaires in JustGrants: the Pre-Award Risk Assessment, the Applicant Entity Questionnaire, and the Cybercrimes Enforcement Program Summary Data Sheet. These questionnaires are not scored. Applicants should click on the questionnaire name in JustGrants to access and complete each questionnaire. Although the questionnaires must be completed in JustGrants, the questions can be viewed in Appendices B, C, and D of this solicitation.

Proposal Narrative

The Proposal Narrative may not exceed 20 pages, double-spaced. Reviewers will not read beyond this page limit. The Proposal Narrative must include the 3 sections below. The total point value for the proposal narrative section is 70 points. Applicants must upload the Proposal Narrative as an attachment in JustGrants.

Purpose of the Proposal (10 points)

This section must:

1. Describe the service area(s), including the geographic location, size, and demographics in the jurisdiction(s) or state.
2. Describe the communities in the service area, including but not limited to: traditionally underserved populations, such as communities of color, people with disabilities, people who are Deaf or hard of hearing, persons with limited English proficiency, older adults, and LGBTQ+ communities.
3. Describe the challenge or need faced by the community and connect it to the selected purpose area. Include relevant statistics, if available, to support the challenge and/or need identified.
4. Describe current efforts to address the intersection of gender-based violence and technology-facilitated abuse/cybercrimes against individuals as well as the disproportionate impact on women, girls, and LGBTQ+ individuals.
5. Identify gaps in available services, resources, and/or knowledge and explain how the proposed project will complement and not duplicate existing efforts.

What Will Be Done (45 points)

The application must provide a clear link between the proposed activities and the need identified in the "Purpose of the Proposal" section above. Do not include any of the activities listed as unallowable costs in the Funding Restrictions section of this solicitation.

This section must:

1. Describe how the applicant proposes to address the purpose area(s) identified for the project. **Note:** Cybercrimes Enforcement Program grantees must implement purpose area(s) 1 and/or 2; applicants may choose to address additional purpose areas.
2. If applicable, describe how the applicant will address the OVW priority area to advance equity and Tribal sovereignty.

3. Describe how the proposed project will address the challenge or gap identified in the Purpose of the Proposal section above.
4. Describe how the proposed project addresses the intersection of gender-based violence and technology-facilitated abuse/cybercrimes against individuals. Given the high rates of online abuse for women and girls and LGBTQ+ individuals, a cornerstone of the Cybercrimes Enforcement Program is to address this intersection.
5. Describe goals and objectives for the proposed project and the specific, measurable outcomes to be achieved as a result.
6. List tangible products, if any (e.g., a brochure, training curriculum, policy, video), that will be created under the project.
7. Describe the role and activities of the project partner(s), including the Required Victim Service Provider Partner, and how the partner(s) will contribute to the overall success of the project.
8. Describe the plan to establish or continue a Coordinated Community Response (CCR) team in response to cybercrimes against individuals, including who the potential members are and how the team will contribute to the overall success of the project and long-term benefit to the applicant's community.
9. Describe how the proposed project will address the unique needs of the traditionally underserved populations identified in the Purpose of the Proposal section above.
10. Describe how the proposed project will improve accessibility for people with disabilities and people who are Deaf or hard of hearing.
11. Describe how the proposed project will improve accessibility for people with limited English proficiency.
12. Describe how survivors and other people with relevant lived experiences have helped formulate and/or will be involved in shaping and implementing the project. Involving people with lived experience is a way to ensure that an approach is informed by people who have direct experience with the issues the approach is trying to alleviate. An example of involving people with lived experience is asking survivors who have obtained protection orders to help develop a brochure explaining the steps for requesting a protection order. For more information about engaging people with lived experience, see this brief from the [Department of Health and Human Services](#).

Who Will Implement the Proposal (15 points)

This section must:

1. Identify the key people and organizations, including project partners involved in the proposed project.
2. Describe the roles and responsibilities of the applicant and project partner(s) in relation to the project activities and how they will work with the CCR team.

3. Demonstrate that the people and organizations identified have the capacity to address the stated need and can successfully implement the proposed project activities.

Budget and Associated Documentation

Applicants must submit a detailed budget and budget narrative and must upload the applicable associated documentation as described below, under each heading. OVW strongly encourages using a spreadsheet (e.g., Excel, Numbers, etc.) for the budget attachments. The budget worksheet and budget narrative are worth a total of **20 points** and will be reviewed separately from the proposal narrative. The associated documentation will not be scored, but failure to include it may result in removal from consideration or a delay in access to funding.

Budget Worksheet and Budget Narrative (attachment)

Applicants must upload in JustGrants a detailed budget and budget narrative for all applicable cost categories. The budget narrative must describe each line item requested in the budget and explain all costs included in the budget, including how the costs of goods and services are determined and how they will fulfill the objectives of the project. See the Budget Information and Sample Budget Narrative in [Appendix A](#) and the [Creating a Budget](#) webinar on the OVW website. Keep in mind that budgetary requirements vary among programs. Budgets should be reasonable and based on the resources needed to implement their projects in their specific geographic location.

Award Period and Amounts

The budget must:

1. Present a clear link between the specific project activities and the proposed budget items. The budget should not contain items that are not supported by the proposal narrative.
2. Fairly and reasonably compensate all project partners for their full level of effort, unless otherwise stated in the MOU. For more information on compensating project partners, see the Budget Information and Sample Budget Narrative in [Appendix A](#).
3. Include sufficient funds to provide language access or describe other resources available to the applicant to ensure meaningful access for persons with limited English proficiency. See Accessibility under the [Federal Award Administration Information](#) section of this solicitation for more information.
4. Include sufficient funds to provide access for people with disabilities or who are Deaf/hard of hearing, or describe other resources available to the applicant to ensure meaningful access for such people. See Accessibility under the [Federal Award Administration Information](#) section of this solicitation for more information.
5. Include funds to attend OVW-sponsored TTA in the amount of \$20,000 for applicants located in the 48 contiguous states and \$30,000 for applicants located in the territories, Hawaii, and Alaska. This amount is for the entire 36 months and NOT per year. Applicants also may budget expenses in excess of the required amount if they are aware of relevant non-OVW sponsored conferences or training for which they would like permission to use grant funds to support staff/project partner attendance.
6. Distinguish clearly between subawards and contracts in allocating any grant funds to other entities. Pursuant to 2 C.F.R. § 200.331, a subaward is for the purpose of carrying out a portion of the federal award, such as compensating an MOU partner; a contract is for the purpose of obtaining goods and services for the grantee's own use. The substance of the relationship is more important than the form of the agreement in

determining whether the recipient of the pass-through funds is a subrecipient or a contractor. The awarding and monitoring of contracts must follow the recipient's documented procurement procedures, including full and open competition, pursuant to the procurement standards and monitoring requirements in 2 C.F.R. §§ 200.317-200.327 & 200.329. The issuance and monitoring of subawards must meet the requirements of 2 C.F.R. § 200.332, which includes oversight of subrecipient/partner spending and monitoring performance measures and outcomes attributable to grant funds. For more information, see the Budget Information and Sample Budget Narrative in [Appendix A](#) and the [Solicitation Companion Guide](#) on the OVW website.

Budget Limitations Notes:

- Applicants proposing to implement purpose area 8 (34 U.S.C. § 30107 (d)(8)) may not budget more than 50% of the grant award towards the acquisition of computers, computer equipment, or other equipment necessary to conduct cybercrime investigations and forensic analysis of evidence. For example, for a budget of \$500,000, this would mean that not more than \$250,000 could go towards the purchase of equipment.

OVW awards are governed by the provisions of 2 C.F.R. Part 200 and the [DOJ Financial Guide](#), which include information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. For additional information on allowable and unallowable costs, see the Funding Restrictions section below and the Budget Information and Sample Budget Narrative in [Appendix A](#).

Funding Restrictions

The following information is provided to help applicants develop an application and budget consistent with program requirements.

Unallowable Costs

The costs associated with the activities listed below are unallowable and must not be included in applicants' budgets:

1. Lobbying.
2. Fundraising.
3. Purchase of real property.
4. Physical modifications to buildings, including minor renovations (such as painting or carpeting).
5. Construction.

Food and Beverage/Costs for Refreshments and Meals

Recipients **must** receive prior approval before using grant funds to provide a working meal and/or refreshments at a meeting, conference, training, or other event. Food and beverages are generally considered personal expenses for which government funds should not be used. Exceptions may be made for working meals that are necessary to accomplish official business and enhance the cost effectiveness of the meeting or conference. Examples include, but are not limited to:

1. The location of the event is not in close proximity to food establishments, despite efforts to secure a location near reasonably priced and accessible commercial food establishments.
2. Failure to serve food will significantly lengthen the day or necessitate extending the meeting to achieve meeting outcomes.
3. A special presentation at a conference requires a plenary address where there is no other time for food to be obtained.
4. Other extenuating circumstances necessitate the provision of food.

Justification for an exception listed above must be included in the applicant's budget narrative, including relevant details about the applicant's community, such as a rural or remote location. For additional information on restrictions on food and beverage expenditures, see [OVW conference cost planning](#).

Conference Planning and Expenditure Limitations

Applicants' budgets must be consistent with all requirements (including specific cost limits and prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, training, and other similar events), and costs of attendance at such events. Information on conference planning, minimization of costs, and conference reporting is available at [OVW conference cost planning](#).

Pre-Award Costs

OVW generally does not allow pre-award costs. Costs incurred prior to the start date of the award may not be charged to the project unless the recipient receives prior approval from OVW. See the [DOJ Financial Guide](#) for more information on pre-award costs.

Indirect Cost Rate Agreement (if applicable)

Applicants that intend to charge indirect costs through the use of a negotiated indirect cost rate must have a current, signed, federally approved indirect cost rate agreement and must upload and attach a copy of the agreement to their application in JustGrants. Applicants that do not have a current negotiated (including provisional) indirect cost rate, except for those non-federal entities described in [Appendix VII to Part 200 paragraph \(d\)\(1\)\(B\)](#), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC).

Organizations that wish to negotiate an indirect cost rate should contact OVW's Grants Financial Management Division at OVW.GFMD@usdoj.gov or 1-888-514-8556 for more information.

Memorandum of Understanding and Supporting Documents

Memorandum of Understanding (MOU)

For purposes of this solicitation, the MOU is a document containing the terms of the partnership and the allocation of roles and responsibilities between two or more parties, and it must be included as an attachment to the application in JustGrants. The MOU is worth a total of **10 points**. The MOU is not a substitute for a subaward agreement, which ensures that subrecipients adhere to the requirements of the award and 2 C.F.R. Part 200 (see 2 C.F.R. § 200.332). Partners receiving funds under the award generally are considered subrecipients because they are carrying out a portion of the federal award.

The MOU **must** be a single document and **must** be signed and dated by the **Authorized Representative** of each proposed partner organization during the development of the application. OVW will accept electronic signatures. MOUs missing signatures may result in a point deduction or removal from consideration. An applicant that submits an MOU that fails to include the required victim service provider partner will be removed from consideration. If necessary, an MOU can include multiple signature pages so long as each page includes the names and titles of all signatories to the MOU. A sample [MOU](#) is available on the OVW website.

The MOU must clearly:

1. Identify the partners and provide a brief history of the collaborative relationship between those partners, including when and under what circumstances the collaborative relationship began and when each partner entered into the relationship.
2. Describe the roles and responsibilities each partner will assume to ensure the success of the proposed project.
3. Demonstrate how the proposed partnership can address the needs of the traditionally underserved population(s) identified in the Purpose of the Proposal section.
4. If addressing the OVW priority area to advance equity and tribal sovereignty, demonstrate how the proposed partnership can address that goal, including describing the partner's relevant experience and their participation in developing the proposed project.
5. State that each project partner has reviewed the budget, is aware of the total amount being requested, and is being equitably compensated for their work under the grant or is agreeing to be partially compensated or receive no compensation from the grant.
6. Under each signature line, include the name, title and organization.

Additional Application Components

The following components will not be scored but must be included with the application. Failure to do so may result in the application being removed from consideration. Some components will be generated during the application submission process while others will be uploaded and attached to the application in JustGrants.

Summary of Other Federal Funding

Applicants must disclose whether they have any of the following: 1) an OVW grant or cooperative agreement that is open or that closed within 12 months of the date this solicitation closes; 2) a subaward under an OVW grant or cooperative agreement that is open or that closed within 12 months of the date this solicitation closes; 3) a pending OVW application as either the lead applicant/potential recipient or as a partner/potential subrecipient; 4) a federal award to do the same or similar work; or 5) a pending federal application to do the same or similar work.

Applicants will provide this information by completing the Summary of Other Federal Funding form in the Disclosures and Assurances section of JustGrants during the application submission process.

Certifications and Assurances

All applicants must complete and submit with their application Certifications and Assurances. Please see the Other Program Eligibility Requirements section above. A sample [Certifications and Assurances letter](#) can be found on the OVW website.

Disclosures and Assurances

All applicants must review, complete, and submit all disclosures, assurances, and certifications as described below.

Disclosure of Lobbying Activities

Applicants must complete and submit the *Disclosure of Lobbying Activities* (SF-LLL) form in Grants.gov before beginning the application process in JustGrants.

DOJ Certified Standard Assurances

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants must read and acknowledge these DOJ certifications in JustGrants.

Prior to Application Submission

Unique Entity Identifier (UEI) and System for Award Management (SAM)

Entities applying for the first time must register with the following systems:

- SAM.gov: Registration with [SAM.gov](https://sam.gov) includes receiving a UEI and takes an average of **2 to 3 weeks**.
- Grants.gov: Registration with [Grants.gov](https://grants.gov) takes an average of **1 week**.
- JustGrants: Registration with JustGrants needs to be completed **ONLY** after successful submission of Step 1 of the application as described below under [How to Apply](#).

Note: Registration time frames are estimates. Applicants experiencing registration challenges should refer to the *OVW Policy for Applicants Experiencing Technical Difficulties During the Registration and Submission Processes* section below for guidance on how to proceed.

Entities that have previously applied for funding from DOJ must ensure their accounts with SAM, Grants.gov, and JustGrants are active and up to date.

It is the applicant's responsibility to ensure that they are registered with SAM, Grants.gov, and JustGrants. OVW strongly encourages all applicants to begin the registration process, or ensure that all accounts are active and up to date, by **April 8, 2024. Failure to do so may result in missing the application deadline and therefore not being considered for funding.**

Applicants experiencing technical difficulties with SAM should go to

https://www.fsd.gov/qsafsd_sp.

Applicants experiencing technical difficulties with Grants.gov should contact

support@grants.gov.

Applicants experiencing technical difficulties with JustGrants should contact

OVW.JustGrantsSupport@usdoj.gov.

How to Apply

Submission Dates and Times

All applications must be submitted electronically first in Grants.gov (SF-424 and SF-LLL) and then in JustGrants. **Applicants must make every effort to submit their application in Grants.gov and JustGrants. Note: The Grants.gov deadline is 11:59 pm ET on April 29, 2024, and the JustGrants application deadline is 8:59 pm ET on May 1, 2024.** Applicants experiencing technical difficulties during the application submission process should refer to the *OVW Policy for Applicants Experiencing Technical Difficulties During the Registration and Submission Processes* below for guidance on how to proceed.

OVW strongly encourages all applicants to begin the application submission process at least 48 hours prior to the Grants.gov application deadline. Failure to do so may result in missing the application deadline and therefore not being considered for funding.

OVW will not accept applications after the JustGrants deadline, except for severe inclement weather or natural or man-made disaster. See the *OVW Policy on Late Submission Request Due to Severe Inclement Weather or Natural or Man-Made Disaster* below.

Submission Information and Other Submission Requirements

Applications must be submitted to OVW through a two-step process that begins in Grants.gov and is completed in JustGrants:

Step 1: The applicant must submit by the Grants.gov deadline (provided above) the required Application for Federal Assistance standard form (SF-424) and the Disclosure of Lobbying Activities form (SF-LLL) in Grants.gov. To view the forms prior to completing them in Grants.gov, applicants can go to the Package tab under the funding opportunity that they're applying for and select Preview. The Preview then provides links to the forms.

Step 2: The applicant must then submit the full application, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/> by the JustGrants application deadline (provided above). OVW encourages applicants to review the [JustGrants](#) website for more information, resources, and training.

Tip: JustGrants functions better using a PC with Chrome or Edge web browser.

OVW Policy for Applicants Experiencing Technical Difficulties During the Registration and Submission Processes

Technical difficulties are issues that are beyond the applicant's control. OVW can confirm when each registration and/or submission action began.

Technical difficulties with SAM or Grants.gov

1. Contact SAM or Grants.gov support as soon as the applicant is aware of a problem.
2. Maintain documentation of when the issue began and all communication with technical support.
3. Before the Grants.gov deadline, notify OVW, via email at ovw.cybercrimes@usdoj.gov, stating the applicant is experiencing technical difficulties with SAM or Grants.gov. The applicant should provide regular updates to this program via email at ovw.cybercrimes@usdoj.gov.

4. If the technical difficulty cannot be resolved before the Grants.gov deadline, the applicant must notify OVW via email at ovw.cybercrimes@usdoj.gov before the Grants.gov deadline.
5. Once the Grants.gov deadline passes an applicant will not be able to apply in JustGrants. Therefore, the applicant **must** email the complete application (SF-LLL, SF-424, Proposal Narrative, Budget and Budget Narrative, MOU, and Certification of Eligibility and Assurances, as well as all documentation confirming the technical difficulty to OVW at ovw.cybercrimes@usdoj.gov by **8:59 p.m. E.T. on May 1, 2024**.

Technical difficulties while applying in JustGrants

1. Contact OVW JustGrants Support at OVW.JustGrantsSupport@usdoj.gov or 866-655-4482 as soon as the applicant is aware of a problem. OVW JustGrants Support is a separate Help Desk from OJP and COPS and is dedicated to OVW applicants.
2. Maintain documentation of all communication with OVW JustGrants Support.
3. Actively work with OVW JustGrants Support to resolve the technical difficulty.
4. Contact OVW, via email at ovw.cybercrimes@usdoj.gov prior to the JustGrants deadline (**8:59 p.m. E.T. on May 1, 2024**). If an applicant must submit their application via email due to a technical difficulty, they must do so by the JustGrants application deadline, but **no earlier than 4 hours prior to the deadline**. The email must include the following:
 - A detailed description of the technical difficulty.
 - The contact information (name, telephone, and email) for the person making the request.
 - The applicant's UEI number.
 - JustGrants application numbers and User Support tracking numbers.
 - The complete application (SF-LLL, SF-424, Proposal Narrative, Budget and Budget Narrative, MOU, and Certification of Eligibility and Assurances letter).

It is not guaranteed that applications submitted via email will be considered for funding, even if the email is received before the JustGrants application deadline. OVW will decide and notify applicants of the decision within 30 days of the JustGrants application deadline. Applicants may be asked to coordinate with OVW to submit their application in Grants.gov and JustGrants later.

OVW Policy on Late Submission Request Due to Severe Inclement Weather or Natural or Man-Made Disaster

Cases of severe inclement weather or natural or man-made disaster are the only circumstances under which OVW may accept applications after **8:59 pm ET on May 1, 2024**. The information below provides the process applicants must follow in such a circumstance.

1. Contact this program at ovw.cybercrimes@usdoj.gov as soon as the applicant is aware of severe weather or a natural or man-made disaster that may impede the submission of an application by the deadline. The email should include a detailed description of the weather event or natural or man-made disaster. A detailed description includes when the event occurred, or is likely to occur, the impacted area, and the specific impact on the applicant and/or partners' ability to submit the application by the deadline (e.g., without power for "x" days, office closed for "x" days). If the application is complete and ready for submission at the time the applicant notifies OVW, the application should be included with the email.
2. Applicants impacted by severe weather or a natural or man-made disaster occurring on or around the deadline must contact OVW within 48 hours after the deadline or as soon as communications are restored.

Note: OVW may not be able to accommodate all requests resulting from severe inclement weather or a natural or man-made disaster.

OVW will review the request for late submission and required documents and notify the applicant whether the request has been approved or denied within 30 days of the submitted request.

Application Review Information

Review Criteria

Applications will be scored based on the degree to which the application responds to each section and addresses each element in the section. Furthermore, applications will be scored based upon the quality of the response, capacity of the applicant and any partners, and the level of detail provided. Each element **must** be addressed in the section in which it is requested. Points may be deducted if the applicant does not include the information in the appropriate section regardless if it is included elsewhere within the application. Each section will be reviewed as a separate document and will be scored as such. Specifically, for the Cybercrimes Enforcement Program, scoring will be as follows:

1. Proposal narrative: (70) points, of which:
 - A. Purpose of the proposal: (10) points.
 - B. What will be done: (45) points.
 - C. Who will implement the proposal: (15) points.
2. Budget worksheet and budget narrative: (20) points.
3. MOU: (10) points.

Voluntary match or other cost sharing methods will not be considered in the evaluation of the application.

Review and Selection Process

Applications will be subject to a peer review and a programmatic review.

Peer Review

OVW will subject all eligible, complete, and timely applications to a [peer review process](#) that is based on the criteria outlined in this solicitation. OVW may use internal reviewers, external reviewers, or a combination of both.

OVW peer reviewers may include victim advocates, judges, prosecutors, law enforcement officers, legal professionals, and others with expertise in areas such as tribal communities, colleges and universities, rural areas, urban areas, working with people with disabilities or older adults, and providing services to victims, including transitional housing and services provided by culturally specific organizations and the faith community. While some peer reviewers are expert consultants on violence against women issues, the vast majority are current practitioners or recent retirees from the professions mentioned above. To ensure that applications are reviewed by people with on-the-ground experience responding to sexual assault, domestic violence, dating violence, or stalking, OVW does not use professional peer reviewers.

Programmatic Review

All applications that are considered for funding will be subject to a programmatic review. The programmatic review consists of assessing the application for compliance with the program's scope, activities that compromise victim safety, and, if applicable, past performance and priority area review. OVW reserves the right to deduct points from applications for the following reasons:

1. Activities that compromise victim safety and recovery and undermine offender accountability (deduct up to 50 points).
2. Out-of-scope and unallowable activities (deduct up to 50 points).
3. Formatting and Technical Requirements (deduct up to 5 points).

An application that is substantially out-of-scope, proposes a substantial number of activities that are unallowable, or proposes activities that pose a significant threat to victim safety or a serious breach of confidentiality will not be considered for funding.

Prior to making an award, OVW is required to review and consider any information about applicants included in the designated integrity and performance system accessible through SAM. Applicants may review and comment on information about themselves that another federal awarding agency has previously entered. OVW will consider the applicant's comments as well as other information available in SAM in making its judgment about the risk posed by making an award to the applicant as described in 2 C.F.R. § 200.206.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the OVW Director, who also may consider factors including, but not limited to, reaching underserved populations, geographic diversity, OVW priorities, past performance, and available funding when making awards. All award decisions are final and not subject to appeal.

High-Risk Grantees

Based on DOJ's assessment of each grantee with regard to current or previous funding, unresolved audit issues, delinquent programmatic and fiscal reporting, and prior performance, a grantee may be designated "high-risk." Awards to high-risk grantees may carry special conditions such as increased monitoring and/or prohibitions on drawing down funds until certain requirements are met. High-risk grantees with substantial or persistent performance or compliance issues, long-standing open audits, or open criminal investigations may not be considered for funding.

Federal Award Administration Information

Federal Award Notices

Successful applicants will receive OVW award notifications electronically from JustGrants (not Grants.gov). Recipients will be required to log into JustGrants to review and accept the award. The Authorized Representative must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants.

Administrative, National Policy, and Other Legal Requirements

Information for All Federal Award Recipients

Applicants selected for awards must agree to comply with additional legal, administrative, and national policy requirements. OVW strongly encourages applicants to review the information

pertaining to these additional requirements prior to submitting an application. This information can be found in the section of the [Solicitation Companion Guide](#) entitled "Post-Award Requirements for All Federal Award Recipients."

[Terms and conditions](#) for OVW awards are available on the OVW website. These terms are subject to change prior to the issuance of the awards.

Violence Against Women Act Non-Discrimination Provision

The Violence Against Women Reauthorization Act prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary for the essential operation of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. Additional information on the civil rights obligations of OVW funding recipients can be found in the [Solicitation Companion Guide](#) under "Civil Rights Compliance."

Accessibility

Recipients of OVW funds must comply with applicable federal civil rights laws, which, among other things, prohibit discrimination on the basis of disability and national origin. Compliance with these laws includes taking reasonable steps to ensure that persons who are limited in their English proficiency have meaningful access to recipients' programs and activities. Recipients are also responsible for ensuring that their programs and activities are readily accessible to people with disabilities, including those with physical or cognitive disabilities, as well as people who are Deaf or hard of hearing. OVW encourages applicants to go beyond minimum compliance with these requirements and allot sufficient resources to ensure programs and activities are accessible. More information on these obligations is available in the [Solicitation Companion Guide](#) under "Civil Rights Compliance."

General Information about Post-Federal Award Reporting Requirements

OVW grantees are required to submit semi-annual performance reports and quarterly Federal Financial Reports (SF-425). Performance report forms will be provided to all award recipients. Forms will be submitted electronically. Future awards and fund drawdowns may be withheld if reports are delinquent. For more information on post award reporting requirements, including requirements for certain recipients to report information on civil, criminal, and administrative proceedings in SAM, see the [Solicitation Companion Guide](#) and the award condition on recipient integrity and performance matters available on the [OVW website](#).

Federal Awarding Agency Contact(s)

For assistance with the requirements of this solicitation, contact the following:

- Programmatic questions, contact this program at ovw.cybercrimes@usdoj.gov and reference this solicitation.
- Financial questions, contact 888-514-8556 or ovw.gfmd@usdoj.gov
- Technical questions:
 - Grants.gov Applicant Support at 800-518-4726 or support@grants.gov
 - OVW JustGrants Support at 1-866-655-4482 or OVW.JustGrantsSupport@usdoj.gov

Other Information

Public Reporting Burden - Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OVW tries to create forms and instructions that are accurate, easily understood, and not unnecessarily burdensome. The estimated average time to complete and file this form is 30 hours. Comments regarding the accuracy of this estimate or suggestions for simplifying this form can be submitted to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, Washington, DC 20530.

Note: Any materials submitted as part of an application may be released pursuant to a request under the Freedom of Information Act.

Application Checklist

Applicants must submit a fully executed application to OVW, including all required supporting documentation. Prior to peer review, OVW will not contact applicants for missing items. If an applicant plans to submit an application under any other OVW grant program this fiscal year, it is the applicant's responsibility to ensure that only documents pertinent to this solicitation are included with this application. OVW will not redirect documents that are inadvertently submitted with the wrong application (e.g., a Rural Program letter submitted with a Transitional Housing Program application will not be transferred to the Rural application).

Application Document	Date Completed
1. Letter of Intent	
2. Application for Federal Assistance: SF-424	
3. Disclosure of Lobbying Activities (SF-LLL)	
4. Proposal Abstract	
5. Data Requested with Application: a) Pre-Award Risk Assessment b) Applicant Entity Questionnaire c) Summary Data Sheet	
6. Proposal Narrative: a) Purpose of the Proposal b) What Will Be Done c) Who Will Implement the Proposal	
7. Budget Worksheet and Budget Narrative (attachment)	
8. Indirect Cost Rate Agreement (if applicable)	
9. Memorandum of Understanding (MOU)	
10. Summary of Other Federal Funding	
11. Certifications and Assurances Letter	

Appendix A

Budget Information and Sample Budget Narrative

Budget Information and Sample Budget Narrative

Budget Information

Cost information for selected items is provided below to assist applicants in preparing their budgets. Additional information is available in the [DOJ Financial Guide](#).

Consultants/Contracts

Compensation for services by an individual consultant must be reasonable and consistent with that paid for similar services in the marketplace. Applicants must consider the type of services provided and the individual's experience and expertise when deciding if a consultant's rate is reasonable. Applicants are strongly discouraged from requesting consultant rates over \$650 per day. Please note that the rate does not need to be as high as \$650 for all consultants. If a project is selected for funding with a budget allocating more than \$650 per day to a consultant, the applicant must provide additional information to OVW for review and approval before consultant costs are incurred. Applicants must also include all costs associated with consultants or contractors in the "Procurement Contracts" category, including travel-related costs. Applicants should not reflect these costs in the Personnel or Travel categories.

Applicants must follow the same established procurement policies with federal funds as with non-federal funds. All procurement transactions, including the awarding of consultant contracts, must be conducted in a manner that provides maximum open, free, and fair competition, and must follow 2 C.F.R. §§ 200.317-200.327. All sole-source procurements (not awarded competitively) over \$250,000 require prior approval from OVW. This applies to procurements of goods and services, but not to selection of subrecipients.

MOU Partner/Subrecipient versus Contractor Determination

Memorandum of Understanding (MOU) project partners are generally considered subrecipients for time spent working on program objectives. The following MOU project partner responsibilities are consistent with the characteristics in 2 C.F.R. § 200.331 that support their classification as subrecipients:

- they are using federal funds to carry out a program for a public purpose specified in the authorizing statute;
- they are responsible for adherence to program requirements;
- they are responsible for programmatic decision-making;
- their performance is measured by meeting program objectives; and
- in some cases, they may be responsible for determining who is eligible to receive assistance (services) under the grant award.

In contrast, a contractor:

- provides goods and services within normal business operations;
- provides similar good and services to many different purchasers;
- normally operates in a competitive environment;
- provides goods and services that are ancillary to the operation of the program; and
- provides goods or services to which programmatic requirements generally do not apply.

For additional information on determining subrecipient or contractor designation, please refer to [2 C.F.R. § 200.331](#), as well as the Solicitation Companion Guide, available at <https://www.justice.gov/ovw/resources-applicants>.

Compensation for Partners

In developing budgets, applicants should compensate all project partners for their participation in project-related activities, including but not limited to compensation for time and travel expenses to participate in project development, training, and implementation. The budget **must** include compensation for all services rendered by project partners, including nonprofit, nongovernmental domestic violence and/or sexual assault services programs, and state and tribal domestic violence and/or sexual assault coalitions. Partners are generally considered subrecipients and are reimbursed for their actual costs incurred for the project rather than on a fee for service basis. If a partner is a state or local governmental agency and the partnership duties are performed within the course of the agency's "regular" scope of work, applicants do not need to compensate the partner if the partner: a) offers this arrangement; and b) an explanation of this arrangement is included in the application (typically in the MOU).

Training and Technical Assistance/Travel

The program solicitation specifies the amount of grant funds that must be budgeted for training and technical assistance. These funds must **only** be used for OVW-designated technical assistance, unless otherwise approved by OVW. These funds are to be used to support travel by all project partners, including nonprofit, nongovernmental service providers, to technical assistance events. This may include travel by individuals whose positions are not grant-funded if their roles and responsibilities are linked to the purpose of the project. If the technical assistance funds will be shared between the applicant and any project partners, the applicant's employees' travel costs must be listed in the "Travel" category in the budget, and partners' travel must be in the "Subawards" category. Label both costs as "OVW Technical Assistance" and ensure they total to the full required amount. Do not include registration fees, as OVW technical assistance is free for grantees.

If applicants are aware of relevant non-OVW sponsored conferences or training for which they would like permission to use grant funds to attend, they can budget expenses over the required amount.

Rent

Rental costs are generally allowable under OVW programs. Applicants must list square footage and cost per square foot in the budget. The amount must be based on the space that will be allocated to implement the OVW project, not the costs of the entire rental facility. **Rental costs are not allowable for property owned by the applicant or if the applicant has a financial interest in the property.** In this case, only the costs of ownership, including maintenance costs, insurance, depreciation, utilities, etc., are allowable. The applicant must state in the budget narrative whether they own the space that will be rented. Refer to the following document for more information on how to appropriately allocate and break down the cost of rent in the budget: Cost Allocation Information, available at <https://www.justice.gov/ovw/resources-applicants>.

Audit Costs

Costs for audits not required or performed in accordance with 2 C.F.R. Part 200 Subpart F – Audit Requirements are unallowable. If the applicant agency did not meet the applicable expenditure threshold (see 2 C.F.R. § 200.501) during the organization's fiscal year, they may not charge the cost of any audit performed to the grant.

Indirect Costs

Applicants that intend to charge indirect costs through the use of a negotiated indirect cost rate must have a current, signed, federally approved indirect cost rate agreement and must upload and attach a copy of the agreement to their application in JustGrants. Applicants that do not

have a current negotiated (including provisional) indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 paragraph (d)(1)(B), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC). Organizations that wish to negotiate an indirect cost rate should contact OVW's Grants Financial Management Division at OVW.GFMD@usdoj.gov or 1-888-514-8556 for more information. Applicants may also choose to waive indirect costs.

Purchase and/or Lease of Vehicles

The purchase and lease of vehicles are prohibited under most OVW grant programs. However, some programs allow for purchasing vehicles on a case-by-case basis. Refer to the program solicitation to determine whether vehicles can be purchased or leased. A lease/purchase analysis must be submitted with the application if requesting a vehicle.

Non-Federal contributions

Any non-federal contributions can be discussed in the Proposal Narrative or Memorandum of Understanding (if required). **Applicants should not include supplemental contributions in the budget, budget narrative, or SF-424.**

If the applicant voluntarily decides to provide matching funds through the use of in-kind contributions and includes this information in the budget or budget narrative, the voluntary contributions will become a mandatory requirement under the grant award. Grantees that fail to provide these mandatory matching funds through cash or in-kind contributions during the award period may be required to meet their obligation by making a cash payment to OVW to close out the grant award.

Cost Allocations

Costs for shared items, those not used solely for the award, should be equitably distributed to the funding sources that receive a benefit from the items. For example, when budgeting for general office supplies, it is important to note that the full cost cannot be allocated to the project. Instead, an allocation method should be used to share the cost among all staff who use the supplies. Refer to the following document for information on allocating shared costs in the budget: Cost Allocation Information, available at <https://www.justice.gov/ovw/resources-applicants>.

Accessibility

The program solicitation requires that the applicant include sufficient funds to provide language access or describe other resources available to the applicant to ensure meaningful access for persons with limited English proficiency, including by offering translation and interpretation services, and to provide access for people with disabilities or who are Deaf/hard of hearing.

Determining how much to budget for accessibility requires that recipients analyze the following:

- Available data about the local population to understand the language and accessibility needs in their service area;
- Historical data on screening and serving individuals who are LEP, Deaf or Hard of Hearing, or disabled; and
- Costs or documented estimates of language and other accessibility services and modifications in the service area. For resources and assistance in this process, visit <https://www.justice.gov/atj> and <https://www.lep.gov/>.

Recipients should make every effort to use these funds for their budgeted purpose of providing accessibility, and not reallocate them for other purposes later in the project.

Sample Budget Narrative

Purpose: The Sample Budget Narrative may be used to assist with preparing the budget and narrative. Applicants may use this form or the format of their choice (plain sheets, Excel document, the applicant's own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to the applicant's project may be deleted.

Note: The following budget is an example intended to assist applicants in preparing their budgets. The sample expenses may not fit the purposes or activities of this particular grant program.

A. Personnel – List each position by title and employee name, if available. Show the annual salary rate and the percentage of time devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Program Coordinator	\$65,000 x 50% x 3 years	\$97,500
Bilingual Shelter Manager	\$70,000 x 100% x 3 years	\$210,000
Administrative Assistant	\$45,000 x 10% x 3 years	\$13,500

Sample narrative: The Program Coordinator will dedicate 50% of their time to the project by coordinating and organizing regular council meetings between all partner organizations, ensuring compliance with program requirements, and serving as the central point of contact for all project activities.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Program Coordinator		
Employer's FICA	\$97,500 x 7.65%	\$ 7,459
Health Insurance	\$4,800/year x 50% x 3 years	\$ 7,200
Worker's Compensation	\$97,500 x 1.00%	\$ 975
Unemployment Compensation	\$97,500 x 0.50%	\$ 488
Bilingual Shelter Manager		
Employer's FICA	\$210,000 x 7.65%	\$16,065
Health Insurance	\$4,800/year x 100% x 3 years	\$14,400
Worker's Compensation	\$210,000 x 1.00%	\$ 2,100
Unemployment Compensation	\$210,000 x 0.50%	\$ 1,050

Administrative Assistant

Employer's FICA	\$ 13,500 x 7.65%	\$ 1,033
Health Insurance	\$4,800/year x 10% x 3 years	\$ 1,440
Worker's Compensation	\$ 13,500 x 1.00%	\$ 135
Unemployment Compensation	\$ 13,500 x 0.50%	\$ 68

The Bilingual Shelter Manager will dedicate 100% of their time to the project by providing direct client assistance, coordinating services and case management for clients, and managing the temporary shelter activities.

The Administrative Assistant for the project will spend 10% of their time on the project, providing administrative and clerical support for activities directly related to this project.

TOTAL PERSONNEL: \$ 321,000

B. Fringe Benefits – Fringe benefits must be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation, and Unemployment Compensation.

Sample Narrative: We request fringe benefits for the Program Coordinator, Bilingual Shelter Manager, and Administrative Assistant. Each employee's share of Health Insurance cost is prorated based on their projected time on the project.

TOTAL FRINGE BENEFITS: \$ 52,413

C. Travel – Project staff travel expenses should be itemized by purpose (e.g., training, field interviews, advisory group meeting, etc.) and include the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X per diem). For training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of travel policies applied, either the applicant's policy or Federal Travel Regulations.

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
OVW-Mandated Training and Technical Assistance	TBD	TBD	TBD	\$12,000
Local Program Mileage	XYZ County		150 miles/month x \$0.655/mile x 36 months	\$ 3,537

Sample narrative: According to the requirements in the solicitation for this program, \$12,000 out of the total \$20,000 in OVW mandated technical assistance and training funds has been allocated to cover the travel cost for staff. The remaining amount of \$8,000 has been allocated for partner travel and can be found in Section G of this form. The exact locations of the trainings

are currently unknown. However, travel estimates have been made using our formal written travel policy.

It is expected that the Program Coordinator will use a privately owned vehicle for local program mileage when traveling between the program shelter, main office, and all partner organizations. The rate for mileage reimbursement is calculated based on the current GSA Mileage Reimbursement Rate of \$0.655/mile and is estimated to be around 150 miles per month for a period of 36 months.

TOTAL TRAVEL: \$ 15,537

D. Equipment – List tangible personal property with a useful life of more than one year that needs to be purchased to support the project. It is important to follow the applicant's own capitalization policy for equipment classification. For high-cost items and information technology systems, applicants should perform an analysis (and attach it to the application) that compares the cost of purchasing versus leasing equipment items, to determine the most economical approach. Rented or leased equipment items should be listed in the "Procurement Contracts" category. Describe in the narrative how the equipment is necessary for the success of the project.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
(2) Video Cameras	\$1,500/camera x 2 cameras	\$ 3,000

Sample narrative: The portable video cameras and tripod package will be used during the interviews of alleged offenders, as well as to record witness testimony in preparation for trial in cases of domestic violence, dating violence, sexual assault, and stalking. Our capitalization threshold is \$1,000, so these items are classified as Equipment.

TOTAL EQUIPMENT: \$ 3,000

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, thumb drives, and flash drives) and show the basis for computation. Generally, supplies include any expendable or consumable materials that are used during the project period that are not equipment.

<u>Supply Items</u>	<u>Computation</u>	<u>Cost</u>
Office Supplies (paper, printer, toner, pens, etc.)	\$250/month x 53% x 36 months	\$4,770
Postage	\$ 100/month x 53% x 36 months	\$1,908
Program Supplies	\$ 50/month x 36 months	\$1,800
75 Client Assistance Kits	\$ 25/kit x 75 kits	\$1,875

Sample narrative: Office supplies and postage are needed for the general operation of the program and are shared amongst all office staff. The FTE allocation rate for shared costs incurred by all staff in this budget is 53% (based on total FTEs in the office is 3FTEs, and total FTEs in this budget is 1.6FTEs, so $1.6 / 3 = 0.53$, or 53%). Monthly costs for Office Supplies at

\$250/month and Postage at \$100/month are estimated based on historical data. Charges to the grant will be based on the actual supplies purchased and actual percentage of staff time worked on the project (not budgeted amounts).

Program Supplies are estimated at a cost of \$50/month, based on historical data. The program supplies will be used for direct program activities such as art supplies and educational handouts/brochures for healing circles and group meetings for survivors.

The Client Assistance Kits will be provided to clients who receive services for domestic violence, dating violence, sexual assault, and stalking. These kits will contain toiletries and other personal hygiene products. We estimate the need for 75 kits, and the cost is based on similar kits provided by other programs.

TOTAL SUPPLIES: \$10,353

F. Construction – As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Consult with OVW before budgeting funds in this category.

<u>Purpose</u>	<u>Description of Work</u>	<u>Cost</u>
TOTAL CONSTRUCTION:		<u>\$ 0</u>

G. Subawards (subgrants): Describe project activities for which subrecipients/MOU partners will receive compensation under the award, including services for clients. Include any compensation for partner/subrecipient travel in this section as well.

<u>Subrecipient Name</u>	<u>Computation</u>	<u>Cost</u>
XYZ Survivor Services Organization		
Advocate	\$40,000 per year x .25 FTE x 3 years	\$30,000
Advocate	Benefits x 28% of FTE salary	\$ 8,400
OVW-Mandated Training and Technical Assistance	Location and cost TBD	\$ 4,000
Subtotal XYZ Survivor Services Organization Subaward		\$42,400

Sample narrative: The MOU partner XYZ Survivor Services Organization will offer advocacy services, such as safety planning and court accompaniment services. To cover the cost of travel for their staff, \$4,000 of the required \$20,000 in OVW mandated technical assistance and training funds has been allocated, in line with the budget requirements set forth in the solicitation. However, the training session locations are currently unknown. Travel estimates are based on the subrecipient's formal written travel policy.

123 Housing Provider		
Permanent housing advocate	\$40,000 per year x .10 FTE x 3 years	\$12,000
Permanent housing advocate	Benefits x 28% of FTE salary	\$ 3,360
Rent subsidies	\$150/month x 36 months x 15 clients/families	\$81,000

OVW-Mandated Training and Technical Assistance	Location and cost TBD	\$ 4,000
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Subtotal 123 Housing Provider Subaward \$100,360

Sample narrative: The MOU partner, 123 Housing Provider, will provide rent subsidies for clients and their dependents, permanent housing placement services, and advocacy. The rent subsidy rates are based on our experience with available community housing. Out of the required \$20,000 for OVW mandated technical assistance and training funds, \$4,000 has been allocated to cover the cost of travel for partner staff. Travel estimates are based on the subrecipient's formal written travel policy and training locations are currently unknown.

TOTAL SUBAWARDS: \$142,760

H: Procurement Contracts – Applicants should follow their documented procurement procedures that comply with the procurement standards in the Uniform Guidance at 2 C.F.R. §§ 200.317-200.327 or the Federal Acquisition Regulation.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. The actual rate for each consultant should be evaluated on a case-by-case basis, consistent with fair market value, and equal to the individual's experience, education, and compensation they receive for providing similar services in the marketplace. Consultant fees over \$650 per day (for an 8-hour day) or \$81.25 per hour require additional justification and prior approval from OVW.

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
Consultant/Trainer	Sexual Assault Training	\$575/day x 3 days	\$ 1,725

Sample narrative: A Consultant/Trainer will provide a three-day on-site training (at 8 hours per day) on sexual assault and related issues to law enforcement, prosecution, court personnel, and medical and social services personnel. The training will focus on addressing cultural needs of clients who experience sexual assault, domestic violence, dating violence, and stalking.

Subtotal Consultant Fees: \$ 1,725

Consultant Travel: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging etc.).

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Delivery of Sexual Assault Training	Town of XYZ	Airfare	\$500 (avg.) x 1 person x 1 trip	\$ 500
		Lodging	\$ 75 (avg.)/night x 2 nights	\$ 150
		Per diem	\$ 45 (avg.)/day x 3 days	\$ 135

Subtotal Consultant Travel: \$ 785

Sample narrative: Funds are allocated to pay for the Consultant/Trainer to travel to provide sexual assault training.

Subtotal Consultants: \$ 2,510

Contracts: Provide a clear description of the product or services that will be acquired through the contract, along with an estimated cost. All procurement transactions must be conducted in a manner that ensures full and open competition and adheres to the standards in 2 C.F.R. §§ 200.317-200.327. A separate justification must be provided for sole source (non-competitive) contracts in excess of \$250,000.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Therapist	\$85/hr. x 10 hrs./month x 36 months	\$30,600
Cell Phone Service	\$75/month x 36 months	\$ 2,700
Copier and Printer Lease	\$262/month x 53% x 36 months	\$ 5,000
Telephonic Interpretation	\$3.95/min. x 300 min. x 3 years	\$3,555
In-person Interpreter – Spanish	\$100/hour x 20 hours x 3 years	\$6,000
In-person Interpreter – non-Spanish	\$125/hour x 10 hours x 3 years	\$3,750
Translation – Spanish	\$25/page x 20 pages x 3 years	\$1,500
Translation – non-Spanish	\$25/page x 14 pages x 3 years	\$1,050
Sign Language Interpretation	\$95/hour x 20 hours x 3 years	\$5,700
CART Services	\$65/hour x 8 hours x 3 years	\$1,560

Subtotal Contracts: \$ 61,415

Sample narrative: The Therapist will be compensated at a rate of \$85/hour, consistent with the therapist's normal rate for providing this service in the marketplace. This contracted position will provide individual counseling sessions to clients on an as-needed basis and facilitate the group healing sessions once per week for 2 hours. A total of 10 hours of service per month is estimated.

The Bilingual Shelter Manager will need a cell phone to ensure 24 hours/day communication to provide emergency services and transportation to clients. This position is funded 100% through the application, therefore 100% of this cost is budgeted.

Equipment to be rented and/or leased includes the copier and printer. The copier and printer costs are estimated based on historical costs and allocated using an FTE allocation method (see allocation breakdown in Supplies Category).

The most common language in the local service area is Spanish, followed by Mandarin Chinese and Tagalog. Spanish language interpreters in applicant's area charge approximately \$100 per hour, and Mandarin and Tagalog interpreters charge approximately \$125 per hour. We estimate the number of hours of interpretation based on previous years plus an anticipated 10% increase during the project period. (We also employ a Spanish-English bilingual Shelter Manager, who assists with Spanish language interpretation.)

Translations in our service area cost approximately \$25 per page. We plan to have the following documents translated into Spanish during the project period: intake form (3 pages), confidentiality policy (1 page), house rules (2 pages), non-discrimination notice and complaint forms (3 pages), pamphlet on domestic violence (5 pages), pamphlet on sexual assault (5 pages), Power and Control Wheel (1 page). We plan to have the following documents translated into Mandarin and Tagalog: intake form (3 pages X 2), confidentiality policy (1 page X 2), non-discrimination notice and complaint forms (3 pages X 2).

Qualified sign language interpreters charge approximately \$95 per hour, and we anticipate using interpreters approximately 20 hours per year, based on past use and allowing for a 5% increase in usage over past years. We will host 1 day-long training session each year and anticipate providing Communication Access Realtime Translation services at each session.

TOTAL PROCUREMENT CONTRACTS: \$ 63,925

I. Other Costs – List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by each type of cost and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Bus Vouchers	\$15/client x 10/month x 36 months	\$ 5,400
Crisis Hotline	\$ 75/month x 36 months	\$ 2,700
Rent	\$1.50/sq. foot x 1,000 sq. feet x 36 months	\$54,000
Utilities	\$200/month x 36 months	\$ 7,200
Housing Assistance	\$500/family x 12 families/year x 3 years	\$18,000

Sample narrative: Bus Vouchers are estimated at a cost of \$15 per client to attend therapy or group healing sessions and we project distributing 10 per month on an as-needed basis. Vouchers are kept in a locked safe, inventoried by the Program Coordinator, and require a signature for distribution by the Shelter Manager.

Clients in remote areas often lack access to long-distance service providers, and contacting the program office can be a long-distance call for many of them. The project will maintain an 800 hotline for clients, which will be staffed daily by volunteers. The cost budgeted is for the fee associate with the use of the 800 number.

The Client Services Program rents a safe house located within the community. The house is used to provide temporary housing to clients who experience domestic violence and their minor children. The rent is consistent with the fair market rate for similar properties in the local community. This is a direct cost to the program and is used solely for the purpose of this program, therefore the cost is not allocated.

The cost of utilities (i.e., gas, electric, and water service) for the Client Services Program safe house averages \$200/month. The services are necessary to ensure that the house is suitable for occupancy. This is a direct cost to the program and is used solely for the purpose of this program, therefore the cost is not allocated.

Funds have been budgeted to provide monthly housing assistance to at least one client who experienced domestic violence, dating violence, sexual assault, or stalking. Each client and dependents will receive up to \$500 to assist with rent and utility payments. Housing assistance will not be used to pay for delinquent or past due utility or rental costs.

Funds for Language Line Solutions (LLS) for telephonic interpreting at a rate of \$3.95 per minute are budgeted. In recent years, we have used LLS between 225 and 275 minutes per year, and we anticipate a 10% increase in usage based on recent trends.

TOTAL OTHER COSTS: \$ 87,300

J. Indirect Costs – Indirect costs are allowed if the applicant has a federally approved indirect cost rate. A copy of the rate approval (a fully executed, negotiated agreement) must be submitted with the application. If the applicant does not have an approved rate, they may request one from their cognizant federal agency or choose to charge a de minimis rate of 10% of modified total direct costs (MTDC) in accordance with 2 C.F.R. 200.414(f). If the applicant's accounting system allows for it, costs may be allocated in the direct cost categories.

<u>Description</u>	<u>Computation</u>	<u>Cost</u>
32% of Direct Salaries (Excluding Fringe Benefits)	\$321,000 x 32%	\$102,720

TOTAL INDIRECT COSTS: \$ 102,720

Sample narrative: The Indirect Cost Rate Agreement was approved by the Department of Health and Human Services, the applicant's cognizant federal agency on January 1, 2023. (A copy of the fully executed, negotiated agreement that covers the current period is attached).

Budget Summary – Upon completion of the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate

the amount of federal funds requested and the amount of non-federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$ 321,000
B. Fringe Benefits	\$ 52,413
C. Travel	\$ 15,537
D. Equipment	\$ 3,000
E. Supplies	\$ 10,353
F. Construction	\$ 0
G. Subawards.	\$ 142,760
H. Procurement Contracts	\$ 63,925
I. Other Costs	\$ 87,300
Total Direct Costs	\$ 694,113
J. Indirect Costs	\$ 102,720
TOTAL PROJECT COSTS	<u>\$ 796,833</u>
Federal Share Requested	\$ 796,833
Non-Federal (Match) Amount	\$ 0

Appendix B

Pre-Award Risk Assessment

Pre-Award Risk Assessment

Each applicant must respond to each question. **Do not submit responses from a prior fiscal year without updating them to be responsive to all questions listed in the questionnaire.** This information will be used for a mandatory pre-award risk assessment. Failure to provide this information or to respond to questions from OVW regarding this information in a timely manner could result in the application being removed from consideration or a delay in access to funds. Provide complete responses that address all questions included for each numbered item.

1. Will all funds awarded under this program be maintained in a manner that they will be accounted for separately and distinctly from other sources of revenue/funding? Provide a brief description of the applicant's policies and procedures that ensure funds will be tracked appropriately.
2. Does the applicant have written accounting policies and procedures? How often are these policies and procedures updated? Provide a brief list of the topics covered in the applicant's policies and procedures. OVW may request a copy for review during the application/award process or as part of the grant monitoring process.
3. Is the applicant's financial management system able to track actual expenditures and outlays with budgeted amounts for each grant or subgrant? Provide a brief summary of the organization's process for tracking expenditures, including tracking budgeted versus actual amounts.
4. Does the applicant have procedures in place for minimizing the time between transfer of funds from the United States Treasury and disbursement for project activities? Provide a short summary of the applicant's policy for requesting payments for grant awards.
5. Does the applicant have effective internal controls in place to ensure that federal funds are used solely for authorized purposes? Provide a brief description of the applicant's internal controls that will provide reasonable assurance that the award funds will be managed properly.
6. Does the applicant have a documented records retention policy? If so, briefly describe the policy and confirm that the policy complies with federal regulations. Information on Record Retention and Access can be found at 2 C.F.R. 200.334-200.338.
7. Does the applicant or any of its employees have any potential personal or organizational conflicts of interest related to the possible receipt of OVW award funds? Applicants are required to disclose in writing any potential conflicts of interest to their awarding agency. See 2 C.F.R. 200.112 and Chapter 3.20, Grant Fraud, Waste and Abuse, of the [DOJ Financial Guide](#) for additional information.
8. Is the individual primarily responsible for fiscal and administrative oversight of grant awards familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200)? Provide a short list of the individual's qualifications/experience. If the individual is not familiar with the applicable rules and regulations, the applicant must contact OVW's Grants Financial Management

Division at OVW.GFMD@usdoj.gov or 1-888-514-8556 immediately after the applicant is notified of its award to coordinate training.

9. Does the applicant have policies and procedures in place to manage subawards and monitor activities of subrecipients as necessary to ensure that subawards are used for authorized purposes, in compliance with laws, regulations, and terms and conditions of the award, and that established subaward performance goals are achieved (2 C.F.R. 200.331-200.333)? Provide a brief description of the organization's policies and procedures on subrecipient management and monitoring.
10. Does the applicant currently require employees to maintain time distribution records that accurately reflect the work performed on specific activities or cost objectives in order to support the distribution of employees' salaries among federal awards or other activities (2 C.F.R. 200.430)? Budget estimates do not qualify as support for charges to federal awards. Provide a brief description of the organization's established timekeeping policies and procedures.
11. Is the applicant designated as high risk by a federal agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant entity's past performance, or other programmatic or financial concerns with the applicant entity.) If so, provide the names(s) of the federal awarding agency, the date(s) the agency notified the applicant entity of the high risk designation, contact information for the high risk point of contact at the federal agency, and the reason for the high risk status, as set out by the federal agency.

Appendix C

Applicant Entity Questionnaire

Applicant Entity Questionnaire

Note: Applicants must complete this questionnaire in JustGrants. The questions listed below are for reference only.

The Applicant Entity Questionnaire is required for every applicant for OVW funding and therefore includes questions that may not be obviously relevant or specifically focused on a particular grant program. Applicants should provide the most accurate answers and may respond “Yes” to more than one question or “No” to all questions. These questions help OVW understand the organizations that are applying for funding, but the answers do not influence funding decisions.

1. Is the applicant a **sexual assault victim service provider**, defined as a victim service provider for which the primary purpose of the organization is to provide intervention and related assistance to victims of sexual assault without regard to their age (see 34 U.S.C. 12291(a)(50) & 12511(b))?
2. Is the applicant a federally recognized tribe (see 34 U.S.C. 12291(a)(22))?
3. Is the applicant a tribal organization as defined by 34 U.S.C. 12291(a)(45)?

Note: 34 U.S.C. 12291(a)(45) defines a tribal organization in three ways:

- the governing body of an Indian tribe;
 - any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body of a tribe or tribes to be served, or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities; or
 - any tribal nonprofit organization (defined by 34 U.S.C. 12291(a)(44) as a victim services provider that has as its primary purpose to assist Native victims of domestic violence, dating violence, sexual assault, or stalking and that has staff and leadership with a demonstrated history of assisting American Indian or Alaska Native victims of domestic violence, dating violence, sexual assault, or stalking).
4. Does the applicant primarily focus on a rural area or community as defined by 34 U.S.C. 12291(a)(32)?

Note: Applicants can enter their address or zip code into the following tool to determine if their area or community is rural: <https://data.hrsa.gov/tools/rural-health>.

5. Is the applicant a **faith-based organization**?
6. Is the applicant a **culturally-specific organization**, defined as a private nonprofit/tribal organization for which the primary purpose of the organization as a whole is to provide culturally specific services to American Indians (including Alaska Natives, Eskimos, and Aleuts), Asian Americans, Native Hawaiians and other Pacific Islanders, Blacks, or Hispanics (see 34 U.S.C. 20421(c) and 12291(a)(8)-(9); 42 U.S.C. 300u-6(g))?

If yes, are the services of the applicant entity *primarily* directed toward serving:

- ☐ Hispanics or Latinos
- ☐ Black or African Americans
- ☐ American Indians
- ☐ Alaska Natives
- ☐ Asian Americans
- ☐ Native Hawaiians
- ☐ Other Pacific Islanders

7. Is the applicant a **population specific organization**, defined by 34 U.S.C. 12291(a)(26) as a nonprofit, nongovernmental organization that primarily serves members of a specific underserved population and has demonstrated experience and expertise providing targeted services to members of the **specific underserved population**?

Underserved population (defined by 34 U.S.C. 12291(a)(46)) means a population who faces barriers in accessing and using victim services, including populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, and populations underserved because of special needs (such as language barriers, disabilities, immigration status, or age).

If yes, is the applicant entity designed *primarily* to serve a population underserved because of:

- ☐ Rural location
- ☐ Sexual orientation/gender identity
- ☐ Religion
- ☐ Race
- ☐ Ethnicity
- ☐ Language barriers
- ☐ Disabilities
- ☐ Immigration status
- ☐ Age

Appendix D

Summary Data Sheet

1. Provide the following information for the grant point-of-contact. This person must be an employee of the applicant.

- Name
- Title
- Address
- Telephone number
- Email address

2. Is the applicant (the organization whose unique entity identifier is being used for the application) serving as a fiscal agent? A fiscal agent is an entity that does not participate in implementation of the project and passes **all** funds through to subrecipients, conducting minimal administrative activities. **Note: The fiscal agent must be an eligible applicant for the program.**

- If yes, list all subrecipients.

Note: The applicant acknowledges that it will be responsible for all applicable statutory, fiscal, and programmatic requirements, including those of 2 C.F.R. Part 200, as well as all project deliverables.

3. Has the applicant expended \$750,000 or more in federal funds in the applicant's past fiscal year?

- If yes, specify the end date of the applicant's fiscal year.

4. Does the applicant propose to address the OVW Priority Area: Advance equity and tribal sovereignty as essential components of ending sexual assault, domestic violence, dating violence, and stalking by improving outreach, services, civil and criminal justice responses, prevention, and support for survivors from historically marginalized and underserved communities, particularly those facing disproportionate rates or impacts of violence and multiple barriers to services, justice, and safety?

5. Indicate the Purpose Area(s) you plan to address.

5A. Do you plan to address Purpose Area 1: Training for State, Tribal, or local law enforcement personnel relating to cybercrimes against individuals?

5B. Do you plan to address Purpose Area 2: Training for State, Tribal, or local prosecutors, judges, and judicial personnel relating to cybercrimes against individuals?

6. Indicate if the proposed project is addressing additional Purpose Areas (3 – 10).

6A. Do you plan to address Purpose Area 3: Training for State, Tribal, or local emergency dispatch personnel relating to cybercrimes against individuals?

6B. Do you plan to address Purpose Area 4: Assistance to State, Tribal, or local law enforcement agencies in enforcing laws that prohibit cybercrimes against individuals, including expenses incurred in performing enforcement operations, such as overtime payments?

6C. Do you plan to address Purpose Area 5: Assistance to State, Tribal, or local law enforcement agencies in educating the public in order to prevent, deter, and identify violations of laws that prohibit cybercrimes against individuals?

6D. Do you plan to address Purpose Area 6: Assistance to State, Tribal, or local law enforcement agencies to support the placement of victim assistants to serve as liaisons between victims of cybercrimes against individuals and personnel of law enforcement agencies?

6E. Do you plan to address Purpose Area 7: Assistance to State, Tribal, or local law enforcement agencies to establish task forces that operate solely to conduct investigations, forensic analyses of evidence, and prosecutions in matters involving cybercrimes against individuals?

6F. Do you plan to address Purpose Area 8: Assistance to State, Tribal, or local law enforcement agencies and prosecutors in acquiring computers, computer equipment, and other equipment necessary to conduct investigations and forensic analysis of evidence in matters involving cybercrimes against individuals, including expenses incurred in the training, maintenance, or acquisition of technical updates necessary for the use of such equipment for the duration of a reasonable period of use of such equipment?

6G. Do you plan to address Purpose Area 9: Assistance in the facilitation and promotion of sharing, with State, Tribal, and local law enforcement agencies and prosecutors, of the expertise and information of Federal law enforcement agencies about the investigation, analysis, and prosecution of matters involving laws that prohibit cybercrimes against individuals, including the use of multijurisdictional task forces?

6H. Do you plan to address Purpose Area 10: Assistance to State, Tribal, and local law enforcement and prosecutors in processing interstate extradition requests for violations of laws involving cybercrimes against individuals, including expenses incurred in the extradition of an offender from one State to another?

7. Do you have a victim service provider listed as a mandatory project partner on the MOU?

7A. Provide the name of the mandatory project partner serving in the role of a victim service provider.

8. Provide the name(s) and entity type(s) for any other proposed project partners.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: APRIL 16, 2024
PAGE: 1 of**

SUBJECT:

Request Authorization to amend the prior January 6, 2024 agenda request regarding the seized 2009 Dodge Challenger VIN#8252 and 2006 BMW 7 Series 7501 VIN#5512, and to declare as surplus and sell through Enterprise Fleet Management with the proceeds going towards the State Forfeited Funds Line Item and the cars will not be sold below blue book value.

(Prior Approved Request; Request Authorization to declare the listed Starkville Police Department seized vehicles as surplus and advertise for sale to the highest bidder on govdeals.com, discard, or sell directly to a scrap dealer with the proceeds to go towards the State Forfeited Funds Line Item.)

AMOUNT AND SOURCE OF FUNDING:

2009 Dodge Challenger 2N3LJ44V79H558252

2006 BMW 7 Series 750I WBAHL83576DTO5512

LINE ITEM

STATE FORFEITED FUNDS LINE ITEM
#001-000-334-126

FISCAL NOTE:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: CHIEF MARK BALLARD**

FOR MORE INFORMATION CONTACT:

Chief Mark Ballard 662-769-4404

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

Move Authorization to amend the prior January 6, 2024 agenda request regarding the seized 2009 Dodge Challenger VIN#8252 and 2006 BMW 7 Series 7501 VIN#5512, and to declare as surplus and sell to Enterprise Fleet Management with the proceeds going towards the State Forfeited Funds Line Item.



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

**AGENDA DATE: April 16, 2024
PAGE: 1**

SUBJECT: Consideration of approval of Change Order #5 for a price increase of \$60,336.53 for the Main Street Water and Sewer Improvements Project for final quantity adjustments.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

This change order is adding \$60,336.53 to the contract for final quantity adjustments. Attached is a breakdown of the quantity adjustments needed for this project. The work for this project is complete and the quantities shown attached represent the final quantities installed for this work.

SUGGESTED MOTION:

Move for approval of Change Order #5 for a price increase of \$60,336.53 for the Main Street Water and Sewer Improvements Project for final quantity adjustments.

Change Order

No. 5

Date of Issuance: 4/16/24

Effective Date: 4/16/24

Project: Main and Lampkin Water and Sewer Improvements	Owner: City of Starkville	Owner's Contract No.: 229003
Contract: Main and Lampkin Water and Sewer Improvements		Date of Contract: 03/07/23
Contractor: DNA Underground, LLC		Engineer's Project No.:

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

Description:

Final Change Order

Reason for Change Order: Reconciliation of Contract Quantities

Attachments (list documents supporting change):

Breakdown of line item adjustments attached.

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$2,461,000.00

Increase from previously approved Contract to No. 5:

\$267,333.00

Contract Price prior to this Change Order:

\$2,728,333.00

Increase of this Change Order:

\$60,336.53

Contract Price incorporating Change Order:

\$2,788,669.53

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 240

Ready for final payment (days or date): 270

Increase from previously approved Change Orders to No. 5:

Substantial completion (days): 43

Ready for final payment (days): 43

Contract Times prior to this Change Order:

Substantial completion (days or date): 283

Ready for final payment (days or date): 313

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 283

Ready for final payment (days or date): 313

RECOMMENDED:

By: _____
Project Manager (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Main and Lampkin Water and Sewer Improvements**Change Order 5 & Final**

Item No.	Description	Balance to Finish	Units	Unit Price	Increase in Contract Price	Decrease in Contract Price
01	Mobilization/Demobilization	0.00	LS	\$260,000.00	\$ -	\$ -
02	Traffic Control	0.00	LS	\$135,000.00	\$ -	\$ -
03	Erosion & Sediment Control	0.00	LS	\$70,000.00	\$ -	\$ -
04B	DR-18 PVC Pipe, PO, 4" Diameter	(96.00)	LF	\$30.00	\$ 2,880.00	\$ -
04C	DR-18 PVC Pipe, PO, 6" Diameter	450.00	LF	\$40.00	\$ -	\$ (18,000.00)
04E	DR-18 PVC Pipe, PO, 12" Diameter	340.00	LF	\$90.00	\$ -	\$ (30,600.00)
04F	DR-18 PVC Pipe, RJ, 6" Diameter	(489.00)	LF	\$51.00	\$ 24,939.00	\$ -
04H	DR-18 PVC Pipe, RJ, 12" Diameter	(239.00)	LF	\$127.00	\$ 30,353.00	\$ -
05	Ductile Iron Fittings	(434.00)	LB	\$20.00	\$ 8,680.00	\$ -
06A	Gate Valve, 4" Diameter	(1.00)	EA	\$2,300.00	\$ 2,300.00	\$ -
06B	Gate Valve, 6" Diameter	(10.00)	EA	\$2,900.00	\$ 29,000.00	\$ -
06C	Gate Valve, 8" Diameter	0.00	EA	\$3,750.00	\$ -	\$ -
06D	Gate Valve, 10" Diameter	0.00	EA	\$5,200.00	\$ -	\$ -
06E	Gate Valve, 12" Diameter	2.00	EA	\$6,500.00	\$ -	\$ (13,000.00)
07	Hydrant Assembly Installation	0.00	EA	\$9,200.00	\$ -	\$ -
08	Hydrant Transfer	0.00	EA	\$4,400.00	\$ -	\$ -
09	Existing Hydrant Assembly Removal	1.00	EA	\$1,400.00	\$ -	\$ (1,400.00)
10	Connection to Existing Water System	(10.50)	EA	\$5,000.00	\$ 52,500.00	\$ -
11A	Gang Meter Assembly Connection, 3/4"	1.00	EA	\$2,300.00	\$ -	\$ (2,300.00)
11B	Gang Meter Assembly Connection, 1"	1.00	EA	\$2,700.00	\$ -	\$ (2,700.00)
11C	Gang Meter Assembly Connection, 1 1/2"	4.00	EA	\$3,600.00	\$ -	\$ (14,400.00)
11D	Gang Meter Assembly Connection, 2"	(1.00)	EA	\$5,300.00	\$ 5,300.00	\$ -
12A	Water Service Transfer, 3/4"	0.00	EA	\$1,500.00	\$ -	\$ -
12B	Water Service Transfer, 1"	(6.00)	EA	\$1,700.00	\$ 10,200.00	\$ -
12C	Water Service Transfer, 1 1/2"	0.00	EA	\$2,500.00	\$ -	\$ -
12D	Water Service Transfer, 2"	(4.00)	EA	\$3,000.00	\$ 12,000.00	\$ -
13A	Water Service Tubing, 3/4"	67.00	LF	\$11.00	\$ -	\$ (737.00)
13B	Water Service Tubing, 1"	(281.77)	LF	\$13.00	\$ 3,663.01	\$ -

13C	Water Service Tubing, 1 1/2"	76.00	LF	\$15.00	\$ -	\$ (1,140.00)
13D	Water Service Tubing, 2"	44.00	LF	\$20.00	\$ -	\$ (880.00)
14	Manual Blow Off Valve Assembly	3.00	EA	\$3,200.00	\$ -	\$ (9,600.00)
15	Abandon-In-Place Water Main & Appurtenances	4900.00	LF	\$4.00	\$ -	\$ (19,600.00)
16	Removal of Water Main & Appurtenances	(291.33)	LF	\$14.00	\$ 4,078.62	\$ -
17A	Cut and Cap Existing Water Main (6" or Less Dia.)	(4.00)	EA	\$2,000.00	\$ 8,000.00	\$ -
17B	Cut and Cap Existing Water Main (8" or Greater Dia.)	2.00	EA	\$3,500.00	\$ -	\$ (7,000.00)
18	Abandon-In-Place Valve	7.00	EA	\$650.00	\$ -	\$ (4,550.00)
19	Sanitary Sewer Service Connection	(2.00)	EA	\$2,500.00	\$ 5,000.00	\$ -
20	Sanitary Sewer Service Line - PVC, SDR 26, Push On, 6" Diameter	(215.50)	LF	\$60.00	\$ 12,930.00	\$ -
21A	Manhole, 48" Diameter, 0'-8' deep	0.00	EA	\$6,000.00	\$ -	\$ -
21B	Manhole, 48" Diameter, 8'-10' deep	0.00	EA	\$6,500.00	\$ -	\$ -
22A	Doghouse Manhole, 48" Diameter, 0'-8' deep	0.00	EA	\$7,000.00	\$ -	\$ -
22B	Doghouse Manhole, 48" Diameter, 8'-10' deep	1.00	EA	\$7,500.00	\$ -	\$ (7,500.00)
23	Manhole Frame and Cover	0.00	EA	\$1,000.00	\$ -	\$ -
24	Rehab Existing Manhole, 48" Diameter, 0'-8' Deep	(1.00)	EA	\$4,000.00	\$ 4,000.00	\$ -
25	Sanitary Sewer Line - PVC, SDR 26, Push On, 8" Diameter	60.00	LF	\$68.00	\$ -	\$ (4,080.00)
26	Sanitary Sewer Drop Connection, 0'-4' Drop, 8" Dia.	0.00	EA	\$3,560.00	\$ -	\$ -
27	Connection to Existing System	2.50	EA	\$7,000.00	\$ -	\$ (17,500.00)
28	Sewer Flow Control	0.00	LS	\$60,000.00	\$ -	\$ -
29	Abandon-In-Place Sanitary Sewer	1039.00	LF	\$9.00	\$ -	\$ (9,351.00)
30	Remove Existing Sanitary Sewer	71.00	LF	\$20.00	\$ -	\$ (1,420.00)
31	Remove Existing Manhole	2.00	EA	\$2,000.00	\$ -	\$ (4,000.00)
32	Saw Cut Pavement	(1326.66)	LF	\$3.00	\$ 3,979.98	\$ -
33	#610 Base Layer	(268.04)	CY	\$115.00	\$ 30,824.60	\$ -
34	Select Backfill	0.00	CY	\$30.00	\$ -	\$ -
35	Excess Excavation	0.00	CY	\$20.00	\$ -	\$ -
36	Foundation Material Backfill (Utility Sand)	283.53	CY	\$30.00	\$ -	\$ (8,505.90)
37	Flowable Fill	72.00	CY	\$310.00	\$ -	\$ (22,320.00)
38	Removal of Concrete & Paving	0.00	SY	\$30.00	\$ -	\$ -
39	Concrete Driveway, 6-inch	(41.40)	SY	\$133.00	\$ 5,506.20	\$ -
40	Concrete Sidewalk, 4-inch	(10.21)	SY	\$123.00	\$ 1,255.83	\$ -

41	Concrete Curb and Gutter	(178.50)	LF	\$116.00	\$ 20,706.00	\$ -
42	Crushed Limestone, #57 Gradation	(16.05)	CY	\$75.00	\$ 1,203.75	\$ -
CO1	Sewer Castings	0.00	LS	\$4,158.00	\$ -	\$ -
CO2-1	Dutite Iron Water Main, PO, 6" Diameter	(13.00)	LF	\$62.00	\$ 806.00	\$ -
CO2-2	Select Backfill	994.92	CY	\$30.00	\$ -	\$ (29,847.60)
CO2-3	Excess Excavation	336.36	CY	\$18.00	\$ -	\$ (6,054.48)
CO2-4	Removal of Concrete & Paving	(755.79)	SY	\$28.00	\$ 21,162.12	\$ -
CO3-1	12" HP Pipe	23.00	LF	\$50.00	\$ -	\$ (1,150.00)
CO3-2	6" HDPE Pipe	10.00	LF	\$32.00	\$ -	\$ (320.00)
CO3-3	12" Connection to Existing Drainage	0.00	EA	\$1,900.00	\$ -	\$ -
CO3-4	6" Connection to Existing Drainage	0.00	EA	\$1,100.00	\$ -	\$ -
CO3-5	24" Storm Drain Connection	0.00	EA	\$3,700.00	\$ -	\$ -
CO4-1	12" Concrete Driveway w/reinforc.	17.20	SY	\$173.00	\$ -	\$ (2,975.60)
Total Changes					\$ 301,268.11	\$ (240,931.58)
Net CHANGE in Contract Amount						\$ 60,336.53



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

**AGENDA DATE: April 16, 2024
PAGE: 1**

SUBJECT: Request authorization to transfer vehicle from Starkville Utilities Electric Division to the Starkville Utilities Water Division: (Vehicle #46) VIN ending in 1218.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

The electric division recently received a digger/ derrick vehicle to replace Truck #46. It is recommended for the vehicle to be transferred to the wastewater division to lift large pumps and temporary aerators and other large equipment.

SUGGESTED MOTION:

Move approval to transfer vehicle from Starkville Utilities Electric Division to the Starkville Utilities Water Division: (Vehicle #46) VIN ending in 1218.



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

**AGENDA DATE: April 16, 2024
PAGE: 1**

SUBJECT: Consideration of submitting Grant Agreement Modification #2 to the Municipality and County Water Infrastructure (MCWI) Grant for the Aerator Replacement project for the wastewater treatment plant.

AMOUNT & SOURCE OF FUNDING: Oktibbeha County ARPA Funding; MCWI Match

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

The City has passed a resolution to receive the ARPA funds provided by Oktibbeha County allocated to the wastewater treatment plant. The City will pursue matching funds from MCWI through this grant modification which will also show additional funding for the project.

SUGGESTED MOTION:

Move approval to accept Grant Agreement Modification #2 to the Municipality and County Water Infrastructure (MCWI) Grant for the Aerator Replacement project for the wastewater treatment plant.



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

**AGENDA DATE: April 16, 2024
PAGE: 1**

SUBJECT: Request authorization to reject all bids for the Electric Vehicle Charging Station Installation and authorization to re-advertise for bids.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY: Board approved to advertise for bids on May 16, 2023.

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp

FOR MORE INFORMATION, CONTACT: Edward Kemp

Bids for this project were opened on March 27, 2024. The current scope included just the installation of the charger. However, it is recommended to reject this bid, and re-authorize the advertisement to include the scope to allow the contractor to provide the electric charger that meets certain specifications as well as installation. It is hopeful this will require less out-of-pocket cost for Starkville Utilities that is above and beyond the grant amount.

SUGGESTED MOTION:

Move approval to reject all bids for the Electric Vehicle Charging Station Installation and authorization to re-advertise for bids.



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

**AGENDA DATE: April 16, 2024
PAGE: 1**

SUBJECT: Consideration of approving the Memorandum of Understanding between Oktibbeha County and the City of Starkville outlining the responsibilities related to the recently awarded STAG grant for the Bluefield community waterline improvements

AMOUNT & SOURCE OF FUNDING: 80% STAG Funding; 20% Funding from Utilities Capital Improvement Fund

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

Starkville applied for STAG (State and Tribal assistance grants) funding on behalf of Oktibbeha County for waterline improvements in the Bluefield community. This project was awarded in an amount of \$1,908,965 and requires a 20% match which totals \$477,241.25 for a total project of \$2,386,206. The match will be provided by Starkville Utilities.

This MOU outlines the requirements of the grant and is necessary to get the project started.

SUGGESTED MOTION:

Move approval of the Memorandum of Understanding between Oktibbeha County and the City of Starkville outlining the responsibilities related to the recently awarded STAG grant for the Bluefield community waterline improvements.

RE: FY24 Community Project Funding Requests

Joseph, Elizabeth <Elizabeth.Joseph@mail.house.gov>

Fri 3/8/2024 2:49 PM

To:Lynn Spruill <l.spruill@cityofstarkville.org>

Cc:Edward Kemp <ekemp@starkvilleutilities.com>; Mary Williams <mwilliams@starkvilleutilities.com>; Downs, Jordan <Jordan.Downs@mail.house.gov>; May, Anna <Anna.May@mail.house.gov>; Robinson, Milton <Milton.Robinson@mail.house.gov>; Jordan, Kyle <Kyle.Jordan@mail.house.gov>; John Montgomery <johnemontgomery1977@gmail.com>; Orlando Trainer <orlandotrainer@hotmail.com>; Rob Roberson <robersonlaw@aol.com>

Good afternoon,

We are proud to share that Oktibbeha County's Water Main Replacement project funding of \$1,908,965 was included in the Appropriations bill that the House approved on Wednesday! Congressman Guest was pleased to vote in favor of the legislation, and we are hopeful for its consideration soon in the Senate.

As you well know, there will be an application/paperwork that will be required, but we are delighted that the funding is close to being secured.

Please let us know if you need any help as the process moves forward.

Many thanks!
Elizabeth

Elizabeth Joseph
Policy Director
Rep. Michael Guest (MS-03)

From: Lynn Spruill <l.spruill@cityofstarkville.org>**Sent:** Monday, December 18, 2023 11:03 AM**To:** Joseph, Elizabeth <Elizabeth.Joseph@mail.house.gov>**Cc:** Edward Kemp <ekemp@starkvilleutilities.com>; Mary Williams <mwilliams@starkvilleutilities.com>; Downs, Jordan <Jordan.Downs@mail.house.gov>; May, Anna <Anna.May@mail.house.gov>; Robinson, Milton <Milton.Robinson@mail.house.gov>; Jordan, Kyle <Kyle.Jordan@mail.house.gov>; John Montgomery <johnemontgomery1977@gmail.com>; Orlando Trainer <orlandotrainer@hotmail.com>; Rob Roberson <robersonlaw@aol.com>**Subject:** Re: FY24 Community Project Funding Requests

Elizabeth,

Thank you so much for the update. We appreciate Congressman Guest's support for all our projects that benefit the city and county especially for our collaborative efforts.

Best Regards



D. Lynn Spruill
Mayor
City of Starkville

On Mon, Dec 18, 2023 at 9:54 AM Joseph, Elizabeth <Elizabeth.Joseph@mail.house.gov> wrote:

Good morning, all,

We wanted to update you on the FY24 Community Project Funding process in the House of Representatives. Congressman Guest was pleased that \$1,908,965 was included for Oktibbeha County's water main replacement project in the House's Interior Appropriations bill and that this legislation passed the House on November 3 (<https://appropriations.house.gov/sites/republicans.appropriations.house.gov/files/documents/FY24%20Interior%2C%20Environment%2C%20and%20Related%20Agencies%20-%20CPF%20Table.pdf>, page 52).

The Continuing Resolution (CR) that was signed into law on November 16 extends the FY23 Interior Appropriations bill until February 2, 2024. We do not know how things will progress but are hopeful that a final agreement on FY24

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the “MOU”) is entered into between Oktibbeha County (hereinafter the “County”) and the City of Starkville (“City”) for the purpose of establishing the agreed upon conditions under which the County may disburse funds to the City in paying costs associated with the local project (hereinafter the “Project”) specified in HR 4366, The Consolidated Appropriations Act, 2024, Included in the Joint Explanatory Statement (JES) for Division E of the bill (Department of the Interior, Environment, and Related Agencies Appropriations Act, 2024) (hereinafter the “Act”). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351 and reflected in the actions taken by the County and City to expend the funds so authorized.

RECITALS

WHEREAS, HR 4366, The Consolidated Appropriations Act, 2024, included in the Joint Explanatory Statement (JES) for Division E of the bill authorized expenditures for certain projects; and

WHEREAS, pursuant to HR 4366, The Consolidated Appropriations Act, 2024, included in the Joint Explanatory Statement (JES) for Division E of the bill, the Legislature has appropriated funds to Oktibbeha County as the lead agency to pay costs of the Project; and

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

WHEREAS, Oktibbeha County shall maintain the Project Funds in a separate bank account disburse them to the City as received, properly documented and needed to pay for the project costs; and

WHEREAS, the DFA has requested the County to maintain on file the documentation listed in “Exhibit A” attached hereto and incorporated herein by reference, to the extent the County and City acting on behalf of the County is subject to the State’s procurement laws; and

WHEREAS, the County agrees to expend the funds through City pay invoices within two months from the date of receipt from the DFA; and

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

WHEREAS, the City agrees to provide the County quarterly notarized reports which can then be submitted to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future

expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City shall also provide to the County and the County to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted by the City, shall be submitted upon completion of the Project to the County; and

WHEREAS, the County finds that it is in the best interest of the DFA and the County that the funds on deposit for the Oktibbeha County and City of Starkville project should be disbursed to the County and that the City of Starkville shall directly submit payment invoices for the expenditure of such funds to the County for said reimbursement.

NOW THEREFORE, IT IS MUTALLY AGREED BY OKTIBBEHA COUNTY BOARD OF SUPERVISORS AND THE CITY OF STARKVILLE MAYOR AND BOARD OF ALDERMEN AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2024 Consolidated Appropriations Act upon written request of the County to pay the costs associated with the Project as presented to the County by the City. The County will then disburse the amounts presented to the City in payment for expenses as invoiced.

Section 2. The County and City certifies and agrees to make every effort to expend all funds received from 2024 Consolidated Appropriations Act within 2 months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Starkville to adhere to any provision within this MOU may result in immediate action by the County to recover project funds.

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

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

Section 5. The City of Starkville agrees to maintain and provide copies of all invoices, bank statements, and similar documentation for each expenditure of all funds

received sufficient to satisfy and confirm, to the County's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

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

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

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

City of Starkville
Attn: Lynn Spruill, Mayor
110 W. Main Street
Starkville, Mississippi 39759
Phone: 662-323-2525 ext. 3117
Email: l.hardin@cityofstarkville.org

OkTibbeha County
Attn: DeLois Farmer
108 West Main Streete
Starkville, MS 39759
662-323-1520
Email: dfarmer@gtpdd.com

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

OKTIBBEHA COUNTY

By: _____
Marvel Howard, President

Date: _____

CITY OF STARKVILLE

By: _____
Lynn Spruill, Mayor

Date: _____

EXHIBIT A

The Oktibbeha County and the City of Starkville shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.