

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
April 16, 2024**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on April 16, 2024 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Jeffrey Rupp, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk / CFO Lesa Hardin. Alderman Mike Brooks appeared telephonically.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked for any revisions to the Official Agenda as presented. There being none, the Mayor called for a motion to approve the agenda with consent items. A roll call vote was taken at each vote.

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

Alderman Rupp offered a motion, duly seconded by Alderman Moreland, to approve the April 16, 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, 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.

Consent items 2 – 32:

2. CONSIDERATION OF THE MINUTES OF THE MARCH 19, 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 Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 19, 2024 Recess Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the March 26, 2024 Special Called Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval of rescinding the Memorandum of Agreement between the City of Starkville and Mississippi Transportation Commission dated August 12, 2016” is enumerated, this consent item is thereby approved.

**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: 4-16-2024

LYNN SPRUILL, MAYOR

ATTEST:

Signed agreement received from MDOT 5.3.24 follows these minutes.

CITY CLERK

5. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval 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 six conditions as recommended” is enumerated, this consent item is thereby approved.

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.

6. CONSIDERATION OF ADOPTING THE CITY OF STARKVILLE SAFETY ACTION PLAN.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval of adopting the City of Starkville Safety Action Plan” is enumerated, this consent item is thereby approved. The 197-page Safety Action Plan can be located on the City of Starkville website or viewed in the Starkville Engineering Department.

7. ACCEPTANCE OF MARCH 2024 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “acceptance of the March 2024 Financial Statements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval 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 to be fully refunded by FEMA” is enumerated, this consent item is thereby approved.

9. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

10. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “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 with a one-time fee of \$337.50 and an annual fee of \$1,750.00” is enumerated, this consent item is thereby approved.



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.

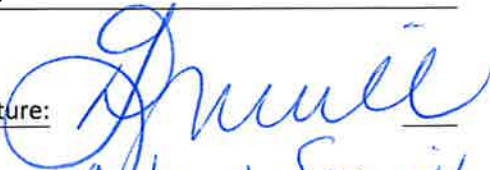
Purpose. The purpose of this Piggyback is to procure the following items as outlined below in the Price Sheet attachment. The good delivery date or service period(s) will begin on the date of the last signature hereto ("the Effective Date").

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.

<u>Client</u>	<u>ImageTrend</u>
<u>Signature:</u> 	<u>Signature:</u> _____
<u>Print Name:</u> <u>Raymond Spruill</u>	<u>Print Name:</u> _____
<u>Title:</u> <u>MAYOR</u>	<u>Title:</u> _____
<u>Date:</u> <u>4-17-24</u>	<u>Date:</u> _____

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 NEMSIS 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> _____

11. CONSIDERATION TO HIRE REGINA FISHER AS A PART-TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Regina Fisher as a part-time Customer Service Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE JALEN CALMES AS A PART- TIME FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Jalen Calmes as a part- time firefighter” is enumerated, this consent item is thereby approved.

13. APPROVAL TO HIRE ETHAN HICKS AS AN AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval to hire Ethan Hicks as an Aircraft Lineman (FBO)” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the McKee Park Improvement Project” is enumerated, this consent item is thereby approved.

15. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval to apply for a 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 with a maximum of \$500,000 over a period of 36 months with equipment not to exceed 50% of funding” is enumerated, this consent item is thereby approved.

16. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

17. CONSIDERATION 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved. The Change Order follows this page.

18. CONSIDERATION TO TRANSFER VEHICLE #46, VIN ENDING IN 1218, FROM STARKVILLE UTILITIES ELECTRIC DIVISION TO THE STARKVILLE UTILITIES WATER DIVISION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval to transfer vehicle from Starkville Utilities Electric Division to the Starkville Utilities Water Division: (Vehicle #46) VIN ending in 1218” is enumerated, this consent item is thereby approved.

19. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO REJECT ALL BIDS RECEIVED FOR THE ELECTRIC VEHICLE CHARGING STATION INSTALLATION AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “approval to reject all bids received for the Electric Vehicle Charging Station Installation and authorization to re-advertise for bids” is enumerated, this consent item is thereby approved.

21. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 16, 2024 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved. The MOU follows the Change Order from Item 17 above.

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 Street
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: 4-16-2024

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.

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: [Signature]
Owner (Authorized Signature)

Date: 4.16.2024

City of Starkville

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	Ductile 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

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill recognized Chris Smiley and thanked Alderman Beatty for their recent Keep Mississippi Beautiful Award for the Think Green Recycling Program. She noted Super Bulldog Weekend was approaching and encouraged everyone to enjoy some of the events. Mayor Spruill also announced that Starkville was recently named Best Small Town in the South by USA Today.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the police and first responders during a recent call made by his sister.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

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.

Assistant City Planner Lyle McCaskey presented 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. 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.

Hagan Walker appeared before the Board and stated he plans to clean the property and remodel the building there to be used as a residence.

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

22. 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.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, for the Board of Aldermen to approve RZ 24-01: a request to Rezone 220 West Gillespie Street from S-E to TN-E zoning designation based on change in condition 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.

A copy of this Ordinance 2024-01 (RZ 24-01) can be found in the City Ordinance Book and online.

23. 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.

The applicant, 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 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.

Mr. Francois was present and agreed to speak with the City Planning department once he and his wife have selected a color for the repainting of the building. Mr. Francois was given a copy of sample earth tone colors which may be used. That color chart follows this page.

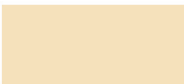
Alderman Sistrunk offered a motion to allow the awning to remain purple and the doors to remain blue with the lower part of the building to be painted a neutral color if completed within 30 days. The motion was seconded by Alderman Rupp with the Board voting as follows:

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

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



Preliminary Color Studies - Main Street Starkville, Mississippi

SW 7006 Extra White Interior / Exterior Location Number: 257-C1	 SW 2812 Rookwood Jade  SW 7702 Spiced Cider  SW 7746 Rushing River	SW 6205 Comfort Gray Interior / Exterior Location Number: 217-C2	 SW 9176 Dress Blues  SW 6207 Retreat  SW 7008 Alabaster
SW 9052 Blithe Blue Interior / Exterior Location Number: 171-C3	 SW 6487 Cloudburst  SW 7701 Cavern Clay  SW 7656 Rhinestone		 SW 2814 Rookwood Antique Gold  SW 6432 Garden Spot  SW 7653 Silverpointe
	SW 9146 Faded Flaxflower Interior / Exterior Location Number: 223-C3	 SW 9149 Inky Blue  SW 6686 Lemon Chiffon  SW 0046 White Hyacinth	

SW 7546

Prairie Grass

Interior / Exterior

Location Number: 286-C5

SW 6241

Aleutian

SW 2843

Roycroft Brass

SW 7566

Westhighland White

SW 7616

Breezy

Interior / Exterior

Location Number: 281-C2

SW 7618

Deep Sea Dive

SW 0003

Cabbage Rose

SW 0050

Classic Light Buff

SW 6136

Harmonic Tan

Interior / Exterior

Location Number: 208-C3

SW 6127

Ivoire

SW 7602

Indigo Batik

SW 7005

Pure White

SW 2804

Renwick Rose Beige

Interior / Exterior

SW 2805

Renwick Beige

SW 2838

Polished Mahogany

SW 2844

Roycroft Mist Gray

SW 9128

Green Onyx

Interior / Exterior

Location Number: 213-C4

SW 6177

Softened Green

SW 7578

Borscht

SW 7008

Alabaster

24. 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.

Upon the motion of Alderman Beatty, duly seconded by Alderman Sistrunk, for the Board of Aldermen to authorize the application 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, 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.

25. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Moreland, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, 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. 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	\$ 367,426.69
Airport Fund	015	33,250.97
Sanitation / Environ Services	022	126,446.09
Debt Service Fund	200	555,442.17
Capital Projects Fund	300	19,420.96
2022 GO Bonds	305	295,528.61
Park and Rec Tourism Fund	375	32,048.92
MS 182 / MLK Corridor	377	148,304.61
Payroll Clearing Account	681	8,480.24
Sub Total Before Utilities		\$ 1,586,349.26
Utilities Dept.	SED	1,498,428.10
Total Claims	Total	\$ 3,084,777.36

26. MOTION TO ADJOURN UNTIL MAY 7, 2024 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to adjourn the meeting until May 7, 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 7TH DAY OF MAY, 2024.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

**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,

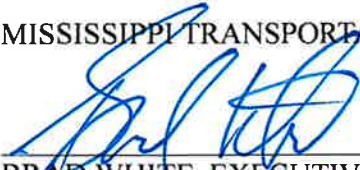
Whereas, the Commission and the City agree that the purpose of the August 12, 2016 agreement is no longer necessary and that the agreement should be terminated; and,

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:

DATE: 4-24-24

MISSISSIPPI TRANSPORTATION COMMISSION

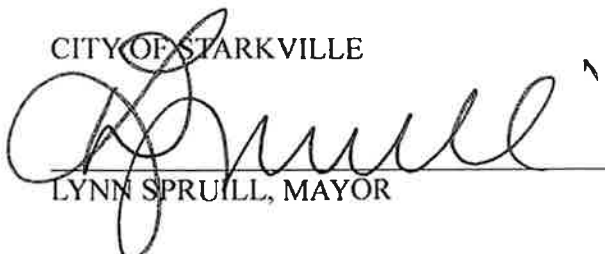


BRAD WHITE, EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

MB 24 PAGE 97

DATE: 4.16.2024

CITY OF STARKVILLE



LYNN SPRUILL, MAYOR

ATTEST:



CITY CLERK



REC'D APR 23 2024 OAG

EXCERPT FROM THE MINUTES OF THE MEETING OF THE
MISSISSIPPI TRANSPORTATION COMMISSION, APRIL 23, 2024

Upon motion duly made with Commissioners Willie Simmons, John Caldwell and Charles Busby 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 letter of termination of an agreement with the City of Starkville, dated July 12, 2016, that set forth terms and conditions for the acquisition by the Commission, of certain property adjacent to the intersection of MS 12 and Pat Station Road. The parcel of land would have been turned over to the City once the acquisition was complete. The City has determined that the acquisition of the parcel of property is no longer necessary.

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 24, Page 97, of the Official Minutes of said Commission on file in its offices in the City of Jackson, Mississippi, duly adopted on the 23rd day of April, 2024.

Witness my hand and official seal this the 23rd day of April A.D., 2024.



AMY K. HORNBACK, SECRETARY
TRANSPORTATION COMMISSION
STATE OF MISSISSIPPI